



Village of Winnetka

Village Council Regular Meeting

August 6, 2024 at 7:00 PM
Police Department Classroom
410 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. August 13, 2024 Study Session - Cancelled
 - b. August 20, 2024 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Establishment of Consent Agenda**
7. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. July 9, 2024 Study Session
 - ii. July 16, 2024 Regular Meeting
 - b. Approval of Warrant List Dated June 28, 2024 - July 11, 2024
 - c. Resolution No. R-62-2024: Approving an Intergovernmental Agreement with the Regional Emergency Dispatch Center for the Attachment and Operation of Public Safety Communications Equipment (Adoption)
 - d. Resolution No. R-63-2024: Approving a Contract with Wesco Distribution, Inc. for the Purchase of 15kV Underground Cable (Adoption)
 - e. Resolution No. R-64-2024: Approving an Easement Agreement for the Installation and Maintenance of Utilities (1321 Willow Road - Duke Childs Field) (Adoption)
8. **Ordinances and Resolutions**
 - a. Ordinance No. MC-08-2024: Amending "The Winnetka Code," as Amended, to Adopt Editions of Various International Code Council Codes and National Fire Protection Association (NFPA) Codes and Standards (Introduction)

NOTICE

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

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

- b. Resolution No. R-65-2024 - Awarding a Contract for a Sanitary Sewer Evaluation Study (Adoption)

9. Old Business

10. New Business

- a. Review of Special Use Process

11. Appointments

12. Closed Session

13. Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
July 9, 2024**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, July 9, 2024 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Village Manager Bahan called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, and Kim Handler. Absent: Trustee Bridget Orsic. Also present: Village Manager Robert Bahan, Village Attorney Peter Friedman, Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, and approximately 6 persons in the audience.
- 2) Public Comment
 - a) Ted Wynnynchenko addresses Council regarding matters related to the Bertling-Hill-Woodland Pathway vacation closed session minutes, Village street ends, construction matters at 205 Sheridan Road, and concerns related to an issued citation.
 - b) Irene Smith addresses Council regarding concerns related to pollution along the lakefront at 205 Sheridan Road and urges Council to host a study session related to the Elder Centennial plan project.
 - c) Phil Enquist commends Council for the successful completion of various Village projects, however, expresses concerns related to the Elder Centennial project. Mr. Enquist encourages Council to host a study session related to the project.
- 3) Discussion.
 - a) Post Office Plaza – Village President Update

President Rintz provides an update to Council and members of the public regarding the future development of the post office site. While the post office plaza has been an ongoing project, President Rintz believes that Council, Village staff, and the community need to engage in strategic conversations to ensure successful project development given the impact it will have on the community.

At the March 12th study session, Council provided consensus for Community Development Director David Schoon and Village staff to continue compiling various architectural firms for consideration. Mr. Schoon reached out to qualified firms, and the Village received four responses. President Rintz confirms that although Studio Gang removed themselves from consideration regarding the project, he will reach out to the firm to request that they reconsider.

Council unanimously agrees that the project will need to be considered in a very attentive manner and discuss proceeding with demolition prior to further project development.

b) IMEA Power Supply Contract Review – Next Steps

Village Manager Rob Bahan states that since the May 14th study session regarding the new Power Sales Contract and Capacity Purchase Agreement presented by IMEA representatives, staff has since been providing updates on the Village's website regarding next steps.

The IMEA has confirmed that twenty of the thirty-two members have approved the Power Sales Contract and Capacity Purchase Agreement. Council is requested to review and provide feedback and questions related to the proposed updates in order for Village staff to begin the decision-making process.

Trustee Dalman advises that there has been an increase in members of the community requesting additional information related to the Power Sales Contract and Capacity Purchase Agreement stipulations and IMEA's request for urgency to approve the extension.

Council discusses the complexity of the contracts, partnership with the Environmental & Forestry Commission, and the importance of not only educating the public regarding the matter, but also engaging the community regarding the next steps.

Public Comment

Terry Cross addresses Council regarding the complexity of the Power Sales Contract and Capacity Purchase Agreement and the importance of consider cost effectiveness, reliability, and sustainability of the power supply.

Ted Wynnchenko expresses concerns related to the urgency of transitioning to become a more sustainable community.

King Poor urges Council to continue educating the community regarding the Power Sales Contract and Capacity Purchase Agreement. Additionally, Mr. Poor requests that Council host a community forum in efforts to engage members of the community.

c) Village Council Terms of Office Discussion

President Rintz provides feedback related to the terms of office for Village elected officials, and believes that there is significant value in gaining experience before applying knowledge to various Village business, ongoing and new projects, attentiveness to policy decision making, and various initiatives.

Village Manager Rob Bahan reviews the Northwest Municipal Conference survey results regarding the term of office for Trustee and Village President and community term limits.

Village Attorney Peter Friedman reviews the referendum requirements for changes to length of terms for Village elected officials.

Council discusses concerns regarding the Winnetka Caucus' policies and procedures, process to change the term length for Village elected officials, and concerns related to increases in term length. Additionally, Council discusses concerns related to potential decreased interest in running for office due to the length of term, impacts of personal life obligations, elected official roles, and impacts on Village staff.

Public Comment

Jude Ofley addresses Council regarding the Caucus' processes and rules related to elections.

Ted Wynnychenko addresses Council regarding concerns related to length of terms of office for Village elected officials.

- 4) Adjournment. Trustee Dearborn, seconded by Trustee Apatoff moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:40 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
July 16, 2024**

(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, July 16, 2024, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, and Bridget Orsic. Absent: Trustee Handler. Also present: Assistant Village Manager Kristin Kazenas, Village Attorney Peter Freidman, Community Development Director David Schoon, Police Chief Brian O'Connell, Administrative Services Manager Keri Kaup, and Public Works Director Tom Powers, and approximately 3 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum
 - a) August 6, 2024 Regular Meeting All of the Council members present said they expect to attend, except for Trustee Albinson.
 - b) August 13, 2024 Study Session - Cancelled
 - c) August 20, 2024 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment. None.
- 5) Reports
 - a) Trustees.
 - i. Trustee Dalman reports on the recent Winnetka Northfield Glencoe Chamber of Commerce meeting. The Farmers Market experienced record attendance last week: approximately 2,800 people attended the Market. A new "Shop the Shore" marketing campaign is being launched.
 - b) Attorney. No report.
 - c) Manager. No report.
 - d) Village President. President Rintz announced that Kilborn family won the ride on the Village fire truck for the recent contest.
- 6) Establishment of the Consent Agenda

Trustee Apatoff seconded by Trustee Dalman moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.
- 7) Approval of the Consent Agenda
 - a) Approval of Village Council Minutes
 - i. June 4, 2024 Regular Meeting

- ii. June 11, 2024 Study Session
- iii. June 18, 2024 Regular Meeting
- b) Approval of the Warrant List Dated May 31, 2024 – June 13, 2024 in the amount of \$975,382.06.
- c) Approval of the Warrant List Dated June 14, 2024 – June 27, 2024 in the amount of \$2,524,110.81.
- d) Resolution No. R-60-2024: Approving an Agreement with Berglund Construction Company for Masonry Repairs to the Electric Plant (Adoption)
- e) Resolution No. R-61-2024: Ratifying a Grant Agreement Between the State of Illinois, Illinois Law Enforcement Training and Standards Board, and the Village of Winnetka for Police Department Cameras (Adoption)

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

8) Ordinances and Resolutions

- a) Ordinance No. MC-06-2024: Amending the Winnetka Village Code to Rename the Landmark Preservation Commission (Introduction/Adoption)

Community Development Director David Schoon advises Council of a request by the Landmark Preservation Commission to change their name to the Historic Preservation Commission. Council discussed and expressed support for the name change.

Trustee Albinson, seconded by Trustee Orsic, moved to waive introduction of Ordinance No. MC-06-2024. By voice vote, the motion carried unanimously.

Trustee Albinson, seconded by Trustee Dearborn, moved to adopt Ordinance No. MC-06-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, and Orsic. Nays: None. Absent: Trustee Handler.

- b) Ordinance No. MC-07-2024: Amending the Winnetka Village Code Regarding the Class P Liquor License Regulations (Introduction/Adoption)

Administrative Services Manager Keri Kaup advises Council of a request from Kemper Sports Management to revise the Class P liquor license for the Winnetka Park District Golf Club as follows: 1) allow for beverage cart service; 2) allow consumption of alcoholic beverages throughout the Winnetka Golf Club property whether purchased at the clubhouse, Halfway House, or beverage cart; 3) update the hours of liquor sale and service to begin at 7:00 AM and end at 10:00 PM to accommodate banquets at the clubhouse.

Trustee Apatoff expressed concerns about the training of staff to identify patrons who have been overserved and concerns the early hour of 7 AM for the start of service. Kemper Sports Vice President of Operations, Vince Juarez, noted that all servers are thoroughly trained. He noted that some golfers prefer a cocktail at early tee times. Additionally, other public golf courses were surveyed for early service of liquor. There was some discussion about a 7 AM start time compared to the 9 AM start time. After discussion, there was Council consensus to grant the revisions requested, with one exception – the service can begin at 9 AM, rather than 7 AM.

Trustee Albinson, seconded by Trustee Orsic, moved to waive introduction of Ordinance No. MC-07-2024. By voice vote, the motion carried unanimously.

Trustee Apatoff, seconded by Trustee Dearborn, moved to adopt Ordinance No. MC-07-2024, as amended to reflect a start time of 9 AM. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, and Orsic. Nays: None. Absent: Trustee Handler.

c) Resolution No. R-59-2024: Approving the Purchase of Mobile Column Lifts from Safetylane Automotive Equipment (Adoption)

Public Works Director Tom Powers briefs Council on a request to purchase 6 mobile column lifts to replace one of the two in-ground hydraulic lifts that are at the end of their useful life.

Trustee Dalman expressed concerns about OSHA and proper training. Mr. Powers explains that staff will be properly trained and these types of mobile column lifts are used in other larger municipalities without issue. Council discusses the benefits of purchasing two additional mobile columns now rather than next year.

Trustee Dalman, seconded by Trustee Albinson, moved to adopt Resolution No. R-59-2024, amended to purchase 8 mobile columns not to exceed \$101,000. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, and Orsic. Nays: None. Absent: Trustee Handler.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session. None:

13) Adjournment. President Rintz asks for motion to adjourn. Trustee Dearborn, seconded by Trustee Dalman, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 7:45 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated June 28, 2024 - July 11, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: August 6, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated June 28, 2024 - July 11, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated June 28, 2024 - July 11, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-62-2024: Approving an Intergovernmental Agreement with the Regional Emergency Dispatch Center for the Attachment and Operation of Public Safety Communications Equipment (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: August 6, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

At the June 2, 1998, Village Council Meeting, Resolution No. R-1423-98, a resolution authorizing participating in the Regional Emergency Dispatch Center (RED Center) was adopted.

EXECUTIVE SUMMARY:

The Regional Emergency Dispatch Center (RED Center) has public safety communications equipment located at the Village's Electric Plant. RED Center is a multi-jurisdictional dispatch center for fire or medical emergencies and serves Winnetka's Fire Department. In 2022, RED Center requested approval to replace their public safety equipment located at the Electric Plant. As part of the review process and prior to granting approval, staff reviewed records and determined that no detailed agreement existed which specifically addressed the maintenance, operation and replacement of RED Center equipment at the Electric Plant. RED Center was provided approval to make the communication equipment upgrades which were completed in 2023, with both parties agreeing that an Intergovernmental Agreement would be developed at a later date.

At the request of Water & Electric, the Village Attorney prepared an Intergovernmental Agreement for the attachment and operation of the public safety communications equipment on Village Property. The initial term of the agreement is five years from the effective date. RED Center is responsible for all costs associated with the maintenance, repair, replacement and removal of the communications equipment. Similar to the lease agreement established with STARCOM, the Motorola radio network utilized by the Police Department for their public safety communications equipment located at the Electric Plant, no annual fee will be assessed and RED Center will pay the applicable rate for their electric service.

RED Center has executed the intergovernmental license agreement which is attached as Exhibit A to the Resolution.

RECOMMENDATION:

Consider adoption of Resolution No. R-62-2024; Approving an Intergovernmental License Agreement for Attachment and Operation of Public Safety Equipment on Village Property.

ATTACHMENTS:

1. Resolution No. R-62-2024: Approving an Intergovernmental Agreement with Red Center for Public Safety Communications Equipment

RESOLUTION NO. R-62-2024

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE REGIONAL EMERGENCY DISPATCH CENTER FOR THE
ATTACHMENT AND OPERATION OF
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT**

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 is the owner of certain real estate commonly known as 725-735 Tower Road, Winnetka, Illinois ("**Subject Property**"); and

WHEREAS, the Village operates an electric plant and other functions necessary for the Village's water and electric facilities at the Subject Property; and

WHEREAS, the Subject Property is improved with a smokestack ("**Smokestack**") and a boiler room building ("**Building**"); and

WHEREAS, the Regional Emergency Dispatch Center ("**RED Center**") maintains and operates a network of radio transmitters, receivers, antennas, and other radio equipment distributed throughout various member municipalities in order to provide radio coverage; and

WHEREAS, RED Center has previously operated public safety communications equipment and related improvements at the Subject Property; and

WHEREAS, RED Center desires to attach, operate, repair, replace, and maintain updated public safety communications equipment at the Subject Property to provide emergency response services to the Village and other communities, which equipment will include a new antenna to be attached at the Smokestack, and new receiver equipment to be installed within the Building and related facilities, as well as the installation of other related improvements ("**RED Center Equipment**"); and

WHEREAS, the Village and RED Center desire to enter into an Intergovernmental License Agreement to grant RED Center a license to install, maintain, and operate the RED Center Equipment on a portion of the Smokestack and within the Building at the Subject Property ("**Agreement**"); and

WHEREAS, the Village President and Village Council have determined that entering into the Agreement will serve and be in the best interest of the Village;

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

SECTION 3: AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL AGREEMENT. The Village Council hereby authorizes and directs the Village Manager and the Village Clerk to execute and seal, on behalf of the Village, the final 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 6th day of August, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

**INTERGOVERNMENTAL LICENSE AGREEMENT FOR ATTACHMENT
AND OPERATION OF PUBLIC SAFETY COMMUNICATIONS
EQUIPMENT ON VILLAGE PROPERTY**

THIS INTERGOVERNMENTAL LICENSE AGREEMENT ("**Agreement**") is made as of _____, 2024 ("**Effective Date**") by and between **THE VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **THE REGIONAL EMERGENCY DISPATCH CENTER**, an Illinois intergovernmental agency ("**RED Center**") (collectively, the "**Parties**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

SECTION 1. RECITALS.

A. Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/*et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities.

B. Village is the legal title holder of certain real estate commonly known as 723-735 Tower Road, Winnetka, Illinois ("**Subject Property**").

C. Village operates an electric plant and other functions necessary for the Village's water and electric utilities at the Subject Property ("**Village Utility Uses**").

D. The Subject Property is improved with a smokestack ("**Smokestack**") and boiler room building ("**Building**").

E. RED Center has previously operated public safety communications equipment and related improvements at the Subject Property.

F. RED Center desires to attach, operate, repair, replace, and maintain updated public safety communications equipment at the Subject Property for the purpose of providing emergency response services to the Village and other communities ("**Intended Use**"), which equipment will include a new antenna attached to the Smokestack, new receiver equipment installed within the Building, and related facilities (collectively, the "**RED Center Equipment**") as specifically detailed in the Schedule of RED Center Equipment and related improvements in **Exhibit A** attached hereto.

G. Village and RED Center have determined it is in their respective best interests to enter into an agreement whereby Village will grant RED Center a license to install, operate, and maintain the RED Center Equipment on a portion of the Smokestack and within the Building at the Subject Property as depicted in **Exhibit B** ("**Licensed Premises**") in accordance with the terms and conditions set forth herein.

SECTION 2. GRANT OF LICENSE.

A. License. Village hereby grants RED Center a non-exclusive license during the term of this Agreement to attach, operate, repair, replace, and maintain the RED Center Equipment on the Licensed Premises pursuant to the Intended Use ("**License**"). RED Center may not use any portion of the Subject Property outside of the Licensed Premises for any reason without the prior written approval of the Village.

B. License Fee. RED Center will owe the Village a \$0.00 fee for the License ("**License Fee**"), provided that RED Center is solely responsible for the payment of costs and fees as set forth in this Agreement, subject to Section 2.C of this Agreement.

C. Adjustment of License Fee.

1. **Most Favored Host.** RED Center represents and warrants that that RED Center is not paying any other licensor, municipality, property owner, lessor, or other type of host (collectively, "**Host**") any rent, license fees, or other compensation that exceeds the License Fee set forth in Section 2.B of this Agreement in order to operate public safety communications equipment. In the event that RED Center pays any Host compensation in excess of the License Fee in order to operate public safety communications equipment, RED Center will pay to Village the same amount of compensation, which will be deemed the License Fee for the remainder of the then-current term and any renewal term for this Agreement unless otherwise reduced by the Village.
2. **Discontinuation of Village Services.** RED Center agrees to negotiate an increase in the License Fee if the Winnetka Fire Department discontinues use of the public safety and emergency dispatch-related services provided by RED Center. If the Parties fail to agree to an increase in the License Fee within 60 days after the Fire Department elects to discontinue such services, this Agreement will terminate and RED Center will remove the RED Center Equipment from the Subject Property.

D. License Costs. RED Center will be solely responsible for paying, and the Village will have no responsibility to pay, any and all costs incurred by RED Center or the Village as a result of the installation, operation, maintenance, and removal of the RED Center Equipment. All installation, anchoring, mounting and maintenance will be at RED Center's expense using RED Center's contractors, which contractors will be subject to the Village's reasonable approval. RED Center will reimburse the Village for any and all costs incurred by the Village related to the RED Center Equipment within 30 days of receiving written notice detailing any costs incurred.

E. Term of License.

1. **Term.** The Parties agree that the term of the License is five years from the Effective Date ("**Initial Term**"). This Agreement shall automatically renew for additional one (1) year terms after the Initial Term unless either party provides at least sixty (60) days' notice of its intent not to renew the License. The Village will have the right to require additional terms and conditions for any Renewal Term in its sole discretion.

2. **Hold Over.** In the event RED Center fails to vacate the Subject Property by the last day of the Term, the License will be extended on a monthly basis until terminated by either party hereto by thirty days prior written notice. Fees due to Village during any such extended time will be \$7,750 per month.

F. Government Approvals; Approval of Plans.

1. **Government Approvals.** Prior to commencing the Intended Use, RED Center will, at its sole cost and expense, obtain any and all governmental approvals that may be required in connection with the License including, without limitation, all permits, licenses, certificates, or other authorizations required by any federal, state, or local government.
2. **Village Approval of Plans.** Prior to commencing the Intended Use, RED Center will submit an application to the Village for all permits and approvals required under the Winnetka Village Code ("**Village Code**"). In addition to satisfying all requirements of the Village Code, RED Center's application must include all components, specifications, proposed locations, and schedules for work related to the RED Center Equipment and the License (collectively, the "**Plans**"). The Plans may not conflict with the Schedule of RED Center Equipment, or with any provisions of the Village Code.
3. **Village Modifications to Plans.** The Plans, including the type, size and location of the RED Center Equipment (and any related improvements) must be approved by Village in writing. Any modification to the Plans must also receive the written approval of Village prior to any installation, removal, or replacement of existing RED Center Equipment. Village will have the right to require any modifications to the Plans or the RED Center Equipment ("**Modifications**") that it deems necessary, in its sole discretion. Any Modifications required by Village must be implemented by RED Center at RED Center's expense within a reasonable time, but no later than 30 days after Village provides notice of the Modifications.

G. Further Limitations of License.

1. **License Non-Exclusive.** RED Center agrees that the license hereby granted will be limited exclusively to the RED Center Equipment, the Intended Use, and uses incidental thereto and that this license does not grant any additional license for any other use of the Smokestack, Building, Subject Property, or any other Village property. RED Center agrees that Village will have the right to grant other non-exclusive licenses or rights over, along, or upon the Smokestack and Subject Property to any other parties ("**Additional Users**"), provided that any such Additional Users do not interfere with RED Center's use of the RED Center Equipment.
2. **Relocation, Replacement, Repair, and Removal.** If Village reasonably determines that it is necessary to permanently relocate, replace, or repair any portion of the RED Center Equipment (collectively, "**Village Alterations**"), then Village must notify RED Center at least 30 days prior to the need to affect any Village Alterations. If Village determines that it is

necessary to permanently remove the RED Center Equipment (***"Village Removal"***), Village must notify RED Center at least 60 days in advance of Village Removal. In the event of an imminent threat to property or the health, safety, or welfare of the public (an ***"Emergency"***), however, Village will provide as much notice to RED Center as practical under the circumstances. RED Center must affect any Village Alteration within 30 days of receiving notice, any Village Removal within 60 days of receiving notice, or any Village Alteration or Village Removal immediately in the case of an Emergency. RED Center may identify options for an alternative location for the affected RED Center Equipment, and Village will work with RED Center to identify a mutually agreeable location. RED Center will be responsible for all costs related to the removal and relocation of affected RED Center Equipment. If a suitable alternate location cannot be found, then the Village or RED Center may terminate this Agreement.

H. Access to License Premises. RED Center acknowledges that the Licensed Premises are located within a site that is essential to Village's electric and utility operations. RED Center and its employees, contractors, and agents will only be allowed supervised access to the Licensed Premises during regular work hours (Monday through Friday 8:00 am – 5:00 pm) (***"Regular Work Hours"***), or as otherwise agreed by the Parties.

1. **Maintenance, Repair, Replacement and Upgrades.** RED Center, its employees, contractors, and agents will be provided access to the Licensed Premises for the purpose of maintaining, repairing, replacing, and upgrading the RED Center Equipment during Regular Work Hours. RED Center will provide Village with no less than 48 hours' notice of its need to access the Licensed Premises, except in bona fide emergencies that could result in casualty or loss to RED Center or the Village, including damage to the Licensed Premises, the Smokestack, the Building, the Subject Property, or any property stored thereupon, in which case RED Center will provide as much advanced notice as is practicable.
2. **Future Work.** RED Center must obtain the Village's Manager's express written consent, which consent may not be unreasonably withheld, prior to relocating or replacing any component of the RED Center Equipment. RED Center understands and agrees that Village will not, under any circumstance, be required to repair or replace any portion of the RED Center Equipment that might be subsequently damaged or removed by any future work, maintenance, activity, construction operation, repair or installation by any Additional User or for any Village purpose.

SECTION 3. RED CENTER'S RESPONSIBILITIES.

A. Ownership and Maintenance of RED Center Equipment.

1. **RED Center Maintenance.** All right, title, and ownership of the RED Center Equipment will remain with RED Center. RED Center will be solely responsible for the maintenance, repair, replacement, and removal of the RED Center Equipment at its sole cost and expense. RED Center will maintain the RED Center Equipment and all associated improvements, equipment and other personal property located upon or within the Subject

Property in good condition and repair. RED Center will keep the Subject Property free of debris and free of any dangerous, noxious, hazardous or offensive condition.

2. **Village Routine Maintenance.** In the event Village is required to perform maintenance activities within the Licensed Premises, Village will make all reasonable efforts to perform such maintenance without interfering with the RED Center Equipment. If Village is required to perform maintenance activities that require the temporary relocation of the RED Center Equipment, RED Center agrees to remove its RED Center Equipment for the duration of the maintenance and reattach the RED Center Equipment at its cost, so long as Village gives RED Center advance written notice of any planned maintenance activities that would require the temporary relocation of the RED Center Equipment. If RED Center must temporarily relocate the RED Center Equipment, Village will make reasonable efforts to provide a temporary location on the Smokestack, within the Building, or otherwise within Subject Property that does not interfere with the Intended Use. RED Center agrees to vacate such temporary location within 45 days after notification from Village that the RED Center Equipment may be returned to its original locations within the Licensed Premises. RED Center is responsible for the repair of any damage done to the Smokestack, Building, or Subject Property during the dislocation, relocation, or reinstallation of the RED Center Equipment.

B. No Interference. RED Center agrees not to disturb, disrupt, or otherwise hinder the Village Utility Uses at the Subject Property, and upon written notice that the RED Center Equipment is in any way disrupting the Village Utility Uses, to initiate any Modifications or other measures necessary to immediately resolve the disruption. RED Center agrees to temporarily cease operation of the RED Center Equipment until any disruption of the Village Utility Uses is resolved if the Village determines, in its sole discretion, that such temporary cessation is necessary.

C. No Warranty. Village makes no warranty, express or implied, that the Licensed Premises are suitable for any particular purpose or that they are free from any defect or hazard. RED Center accepts the Licensed Premises in an “as-is” condition.

D. RED Center Personnel. Village will have the right to bar any employee, contractor, or agent of RED Center from the Subject Property for violation of this Agreement or any Village, local, state, or federal statute, ordinance, regulation, or policy.

E. Risk of Loss. The RED Center Equipment will be placed on the Licensed Premises and operated thereupon at all times at the sole risk of RED Center, which will carry the insurance coverage required by Section 3.G, and, at RED Center’s discretion, whatever additional insurance coverage RED Center deems appropriate to protect itself from injury, loss, or destruction.

F. Electricity and Other Utilities. RED Center must coordinate with Village to obtain or provide electric service or any other utility service necessary for the Intended Use. RED Center must pay all applicable fees required by Village for electric service or any other utility service at the Subject Property.

G. Insurance. Contemporaneous with the execution of this Agreement, RED Center will provide certificates and policies of insurance, all with coverages and limits acceptable to Village, and evidencing at least the minimum insurance coverages and limits as set forth in this Section 3.G. Such certificates and policies will be in a form acceptable to Village and from companies with a general rating of A minus, and a financial size category of Class IX or better, in Best's Insurance Guide. If, at any time during the term of this Agreement, RED Center is unable to maintain coverage from a company with the required rating or financial size category, it will be required to submit to Village a written request for approval of such lesser coverage explaining why it cannot satisfy the requirements of this Section 3.G. During the Term of this Agreement, RED Center will maintain in full force and effect, these insurance coverages, with Village named as an additional insured, but only as to risks assumed by RED Center pursuant to this Agreement:

1. Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of RED Center's operations, assumed liabilities or use of the Subject Property, including contractual liability covering the insuring provisions of this Agreement and the performance by RED Center of the indemnity agreements set forth in this Agreement, for limits of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate for Bodily Injury, Personal Injury and Property Damage Liability.
2. Physical Damage Insurance covering (i) all furniture, trade fixtures, equipment, merchandise and all other items of RED Center's property on the Subject Property installed by, for, or at the expense of RED Center, (ii) any RED Center improvements, including any improvements which Village permits to be installed above the ceiling or below the floor of the Building, and (iii) all other improvements, alterations and additions to the Subject Property, including any improvements, alterations or additions installed at RED Center's request above the ceiling or below the floor of the Building. Such insurance shall be written on an All Risk of "physical loss or damage" basis.
3. Statutory Workers' compensation insurance and Employer's Liability coverage in an amount of \$1,000,000 per accident.

The required limits of policies of insurance required of RED Center under this Agreement may in no event limit the liability of RED Center under this Agreement. The required insurance shall not be canceled unless thirty (30) days' prior written notice shall have been given to Village by the RED Center. RED Center shall require subcontractors, if any, not protected under the contractor's policies to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of RED Center. Any insurance provided by RED Center, or any of RED Center's subcontractors, shall be primary to any insurance of the Village, and the certificates of insurance, as required above, shall so state. Each additional insured endorsement will identify Village as follows: Village of Village, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants and representatives.

H. Continuing Compliance with all Laws. RED Center must comply at all times with federal, Illinois, and local statutes, laws, regulations, and policies applicable to the License and RED Center Equipment. In the case of a conflict between or among federal laws and regulations, State of Illinois laws and regulations, and the Village Code and ordinances, the federal laws and

regulations will apply over State of Illinois laws and regulations, which will control over the Village Code and ordinances.

SECTION 4. TERMINATION.

A. Termination by Village. Village may terminate this Agreement for any breach of the Agreement, including, without limitation, any failure to: pay the License Fee or any other Village fee or charge, properly maintain the RED Center Equipment, comply with any applicable Village Code provision, failure to rectify any interference with the Village Utility Uses (collectively, “**Breaches**”) upon 30 days written notice to RED Center stating the Breach, and if RED Center fails to cure the breach within the 30-day cure period. If a cure cannot reasonably be completed with the 30-day cure period, then the time period may be extended by Village so long as RED Center has promptly commenced the cure and continuously and diligently pursues the cure to completion. All representations, warranties, and indemnities provided by RED Center will survive the termination of this Agreement. Village may terminate this Agreement for convenience at the sole discretion of Village upon 120 days’ advance written notice to RED Center.

B. Termination by RED Center. RED Center may terminate this Agreement by written notice to Village specifying the date of termination and the date, not later than 30 days after service of the notice, that all RED Center Equipment will be removed from the Subject Property. All fees or other money paid to Village prior to the date of termination will be kept by Village. Unpaid fees or other money to be paid to Village will be prorated as appropriate through the date on which all terminated RED Center Equipment have been removed from the Subject Property. All representations, warranties, and indemnities provided by Village will survive the termination of this Agreement.

C. Removal of RED Center Equipment Upon Termination. Upon termination of this Agreement, either as a result of the expiration of the Term set forth in Section 2.E of this Agreement or by termination by Village or RED Center pursuant to Section 4 of this Agreement, RED Center must remove the RED Center Equipment from the Subject Property no later than 30 days after termination, unless otherwise permitted by Village. Village will allow RED Center to enter the Subject Property during Regular Work Hours to remove the RED Center Equipment. RED Center will remove the RED Center Equipment in the manner that will cause minimal disruption to Village and RED Center will be responsible for the repair of any damage to the Licensed Premises, the Smokestack, the Building, or the Subject Property caused by RED Center during removal. RED Center agrees to repair or pay for any damage other than ordinary wear and tear to the Subject Property caused by RED Center or the RED Center Equipment, including all damage caused by RED Center’s personnel, agents, contractors or volunteers. RED Center will repair or pay for all such damage to the Property within 30 days upon receiving notice from the Village detailing any damage.

SECTION 5. RESERVED RIGHTS.

Village is not required to exercise the rights granted herein except as it will determine to be in its best interest. Failure by Village to exercise any right herein granted will not be construed as a waiver of that right or any other right. Nothing herein will be deemed or construed to constitute a dedication of any real property to Village.

SECTION 6. NO LEASEHOLD, OWNERSHIP, EASEMENT OR PRESCRIPTIVE RIGHTS.

RED Center does hereby acknowledge and agree that its use of the Licensed Premises is pursuant to this revocable license and will not be deemed to give rise to any form of property right, leasehold interest, title, or easement. RED Center does hereby further acknowledge, and agree, that no prescriptive rights have arisen prior to the date of this Agreement nor will any prescriptive rights be deemed to arise out of this Agreement.

SECTION 7. FURTHER ASSURANCES.

A. No Liens. RED Center hereby represents and warrants that it will take all necessary action so that the Subject Property and Licensed Premises will remain free and clear of any and all liens, and will execute all such documents as may be reasonably necessary to protect Village's right, title, and interest in the Licensed Premises.

B. Tax-Exempt Status. RED Center will not take any action that could, in any way, jeopardize the tax-exempt status of the Subject Property.

SECTION 8. INDEMNIFICATION; ASSUMPTION OF RISK; USE OF CONTRACTORS.

A. Indemnification. RED Center will indemnify, save harmless, and defend Village, its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the existence of this Agreement and the installation, maintenance, or operation of the RED Center Equipment on the Licensed Premises or any act or omission of RED Center whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of RED Center, except to the extent caused by the sole negligence of Village. RED Center will, and does hereby, waive, relieve, and relinquish all claims of every kind, known and unknown, present and future, that RED Center may have against Village and its officers, agents, servants, and employees, arising out of, connected with or in any way related to the Agreement, License, Smokestack, Building, or Subject Property.

B. Assumption of Risk. RED Center agrees to assume the full risk of any injuries, including death, and all costs, damages, and losses that RED Center may sustain arising out of RED Center's use of, or as a result of the condition, maintenance, and use of the Licensed Premises, Smokestack, Building, and Subject Property.

C. Use of Contractors. RED Center's use of any contractor, subcontractor, or subcontract will not relieve RED Center of full responsibility and under this Agreement. Any and all services performed by any contractor or subcontractor, or under any subcontract, will be subject to all of the provisions of this Agreement in the same manner as if performed by RED Center. Every subcontract related to this Agreement will include a provision binding all contractors and subcontractors to all provisions of this Agreement.

SECTION 9. ASSIGNMENT.

RED Center may not assign this Agreement, or the License granted herein, in whole or in part, without the express written consent of Village. Any assignment without such written consent will, at Village's option, be deemed to be void and of no force or effect. Notwithstanding any

assignment, RED Center will remain fully liable on this Agreement and will not be relieved from performing any of the terms, covenants or conditions of this Agreement.

SECTION 10. ENFORCEMENT.

RED Center recognizes and agrees that Village has a valid interest in ensuring that this Agreement is properly adhered to and therefore does hereby grant Village the right to enforce this Agreement by any proceeding at law or in equity against any person or persons attempting to violate any provision contained herein, either to restrain violations, to compel affirmative action, or to recover damages.

SECTION 11. FORCE MAJEURE.

Except as otherwise expressly set forth herein, in the event either party hereto will be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive laws or regulations of governmental units or agencies, riots, insurrection, war or other reasons of a like nature not the fault of the Party delayed in doing acts required under the terms, covenants and conditions of this Agreement, but not including a pandemic (all of such reasons or causes referred to in this Agreement as "***Force Majeure***"), then performance of such acts will be excused for the period of the delay and the period of the performance of any such act will be extended for a period equivalent to the period of such delay.

SECTION 12. GENERAL PROVISIONS.

A. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 12.A, each Party will have the right to change the address or the addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received.

If to Village: Village of Winnetka
Attn: Rob Bahan
510 Green bay Road
Winnetka, IL 60093
Email: RBahan@winnetka.org

If to RED Center: Regional Emergency Dispatch Center
Attn: Executive Director
1842 Shermer Road
Northbrook, IL 60062
Email: driddle@redcenter.org

B. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any

waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

C. Non-Severability. It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property be held invalid by a court of competent jurisdiction, then the entire Agreement will be invalid and of no further force and effect.

D. Entire Agreement. This Agreement will constitute the entire agreement of the parties concerning the License; all prior agreements between the parties, whether written or oral, are merged in this Agreement and will be of no force and effect.

E. Binding Effect. The terms of this Agreement will bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

F. Exhibits. All Exhibits attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement will control.

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

H. Rules of Construction

- 1. Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.
- 2. Headings.** The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit or describe the scope or intent of this Agreement or the intent of any provision hereof.
- 3. Calendar Days and Time.** Any reference herein to “day” or “days” will mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday, or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday, or Federal holiday.

I. No Third-Party Beneficiaries. Except as expressly provided for in this Agreement, no claim as a third-party beneficiary under this Agreement by any person, firm, or corporation will be made, or be valid, against Village or RED Center.

J. Governing Law and Enforceability. This Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Illinois. This Agreement will be enforceable in the Circuit Court of Cook County by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the

performance of the representations, promises, covenants, agreements, and obligations contained herein, by mandamus, specific performance, injunction, or otherwise, for a breach of this Agreement.

K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules or regulations will be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules or regulations that may occur in the future.

L. Authority. Each undersigned representative warrants that they are duly authorized to execute this Agreement, that all conditions precedent to the making of this Agreement have been fulfilled, and that it is the intention of the Party upon whose behalf they are signing to be bound hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute the same.

ATTEST:

VILLAGE OF WINNETKA, an Illinois home rule
municipal corporation

Its:

By: _____
Its: Village Manager

WITNESS:

REGIONAL EMERGENCY DISPATCH CENTER,
an Illinois intergovernmental agency

[Redacted Signature]

By: _____
Its: Interim Executive Director

ACKNOWLEDGEMENTS

VILLAGE OF VILLAGE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on _____, 2024, by Robert Bahan, Village Manager of the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation, and by [INSERT NAME], the [INSERT TITLE] of said municipal corporation.

Signature of Notary

SEAL

My Commission expires: _____

REGIONAL EMERGENCY DISPATCH CENTER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on June 10th, 2024, by David Riddle the Interim Executive Director of the **REGIONAL EMERGENCY DISPATCH CENTER**, an Illinois intergovernmental agency, and by David Riddle, the Interim Executive Director of said intergovernmental agency

OFFICIAL SEAL
WILLIAM BRINKMANN
Notary Public - State of Illinois
Commission No. 974839
My Commission Expires July 12, 2027

SEAL

Signature of Notary

My Commission expires: July 12, 2027

EXHIBIT A

SCHEDULE OF APPROVED RED CENTER EQUIPMENT

Omnidirectional VHF Antenna, dBSpetra Inc., #DS1F03P36U-D mounted on lower platform of exhaust stack, approximately 202 ft. above ground level.

Coaxial cable (7/8") extending from roof to antenna, Commscope #AVA5-50FX

GPS Antenna mounted on Electric Plant boiler room building roof connected with 1/4" cable.

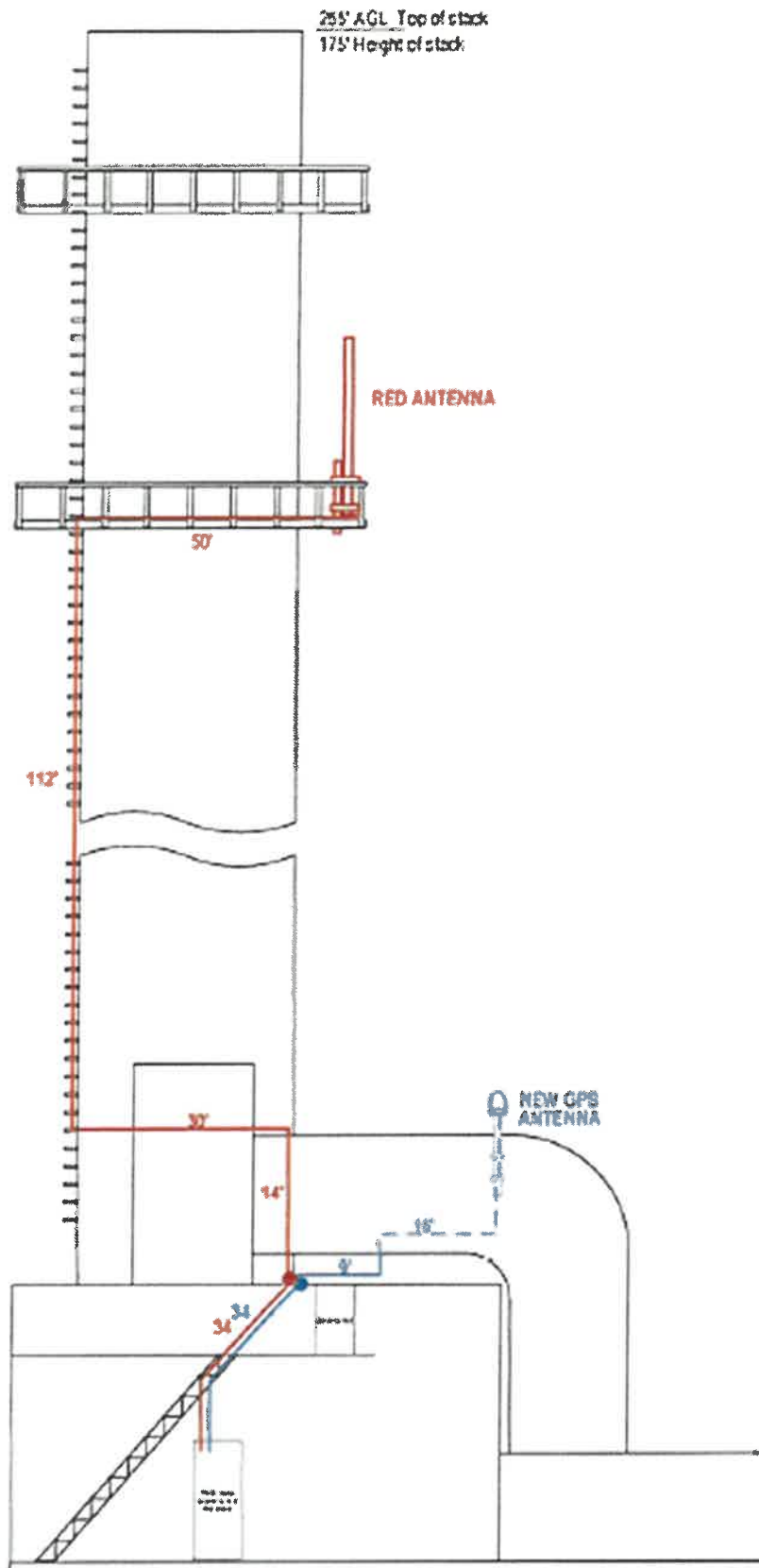
Cabinet enclosure for communications base station equipment which includes: (2) Tait Communications, #TB9415, surge suppressors, and transmitter/receiver multi-couplers, dbSpectra Inc., and an uninterruptible power supply, Eaton, #9PX.

EXHIBIT B

DEPICTION OF THE LICENSED PREMISES



Red Center Equipment Enclosure





Agenda Item Executive Summary

TITLE: Resolution No. R-63-2024: Approving a Contract with Wesco Distribution, Inc. for the Purchase of 15kV Underground Cable (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: August 6, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Staff is requesting funding approval in the amount of \$215,028 for the purchase 15kV cable needed to replenish the utility's inventory. In order to ensure that cable is on-hand for fiscal year 2025, the Water & Electric Department issued Bid Number 024-014 for 15kV three-phase (3-1/c) 350 kcmil underground cable. This is the larger size of 15kV cable used on the underground distribution system which is used as the circuit's mainstem or "backbone".

Staff received five bids. Two bids submitted by Anixter Inc. and Bell Electrical Supply Co. were deemed non-responsive. Both of these distributors bid cable manufactured by companies not listed as approved suppliers in the Request For Bid. Bids from Wesco Distribution, Inc. (Wesco), The Okonite Company and Archie Supply LLC were considered responsive. Wesco's bid containing a unit price of \$51.197 per ft. with a manufacturing lead time of 12-16 weeks was deemed the lowest responsive and responsible bidder for the 15kV cable. Wesco quoted cable manufactured by Prysmian which is acceptable to Water & Electric.

The cost of cable is significantly impacted by the price of metals. The bid price is indexed to the cost of copper. At the time of bid, the base price of \$5.00/lb. for copper was used. Exhibit #1 contains a bid tabulation along with additional details on the unit pricing, quantities, and shipping length tolerances. The total cost of the contract award is \$215,028.

Resolution No. R-63-2024, prepared by the Village Attorney, authorizes the Village Manager to purchase the 15kV cable in an amount not to exceed \$215,028 under the contract with Wesco.

With a quoted manufacturing lead time of 12-16 weeks, cable ordered in September 2024 could potentially arrive in fiscal year 2024. Staff has received written confirmation from Wesco that the order can be scheduled such that the cable will not be delivered until after January 1, 2025. Funding for this cable order will be incorporated into the proposed 2025 Electric Fund Budget. As such, no funds will be expended from the 2024 Electric Fund Budget. For reference, the 2024 Electric Fund Budget contains \$416,636 (account #500.42.31-660) for the purchase of cable.

RECOMMENDATION:

Consider adoption of Resolution No. R-63-2024, approving a contract with Wesco Distribution, Inc. for the purchase of 15kV underground cable in an amount not to exceed \$215,028.

ATTACHMENTS:

1. Resolution No. R-63-2024: Approving a Contract with Wesco Distribution, Inc. for the Purchase of 15kV Underground Cable
2. Village of Winnetka: Contract/Bid for 15kV Cable

**A RESOLUTION APPROVING A CONTRACT WITH
WESCO DISTRIBUTION, INC.
FOR THE PURCHASE OF 15KV UNDERGROUND CABLE**

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

WHEREAS, the Village issued Bid #024-014 (“**Request for Bids**”) for the purchase of 15kV underground electric cable (“**Cable**”) by the Village Water & Electric Department; and

WHEREAS, the Village received five bids (“**Bids**”) to provide the Cable and opened the Bids on July 26, 2024; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that WESCO Distribution, Inc. (“**Wesco**”) is the lowest responsive and responsible bidder to provide the Cable; and

WHEREAS, the Village Council desires to enter into a contract with Wesco for the Village to purchase Cable from Wesco in an amount not to exceed \$215,028.00 (“**Contract**”); 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 Wesco;

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 with Wesco in a final form approved by the Village Manager.

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.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 6th day of August, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 15kV Cable

Full Name of Bidder:

WESCO
("Bidder")

Principal Office Address:

2401 INTERNATIONAL AVE PKWY
WOODRIDGE, IL 60517

Local Office Address:

Contact Name: MATT BOGGS Telephone: _____

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

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

1. Proposal to Deliver Products.

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

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

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

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

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

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

2. Contract Price Proposal.

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

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
1	350MM BLOND	See pricing form in Attachment A.	51,197.00	204,788.00

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

See pricing form in Attachment A.

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

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

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will be utilized. Copper base price for bids: \$5.00 per pound. All other manufacturing costs shall be fixed at the bid price.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 12-16 WKS, 20 .

ARD

4. Financial Assurance.

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

5. Firm Proposal.

- 1) All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 24 days after the date this sealed Contract/Bid is opened. Metals' escalation or de-escalation will be utilized. Copper base price for bids: **\$5.00 per pound**. All other manufacturing costs shall be fixed at the bid price.

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 25th date of July 2004

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

Bidder's Name: WESCO

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: MATT BOGGS

Title/Position: ACCOUNT REP

Bidder's Business Address: 2401 INTERNATIONAL PKWY
WOODRIDGE, IL 60517

Bidder's Business Telephone: _____ Facsimile: () _____

If a Corporation or Partnership, list all Officers or Partners:

JOHN ENGEL	CEO	
DAVID SCHULTZ	CFO	

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 15 KV CABLE

Item	Size and Conductor	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Max Reel Lengths (ft.)
1.	350 kcmil Copper	3	1/3	37	Triplex	4,000	Nominal: 1,000 +5%

- 2) Compressed stranding, strand filled per ICEA T-31-610.
- 3) Concentric copper neutral.
- 4) 220 mil insulation thickness.
- 5) Ethylene propylene rubber insulation (EPR).
- 6) Jacketed.
- 7) Cable shall be identified on the jacket in contrasting color with manufacturer's name, year of manufacture, type of insulation, conductor size and material, and sequential footage markings.
- 8) All cable ends shall be capped to prevent water entry.
- 9) Reel type shall be non-returnable with a maximum 84" diameter flange X 54"(inside) traverse .
- 10) The Village will provide reel "cut" lengths within two weeks of contract award. Reel lengths will not exceed the "Max Reel Lengths" listed above for each conductor but may be specified shorter.
- 11) Reel coverings as shown below. Cable not shipped as shown will be rejected.
Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
- 12) Tolerance of cable lengths, -5%, +5%.
- 13) Cable shall be supplied to the stricter of AEIC and ICEA specifications except that AEIC Table E-1 shall be 5 picocoulombs at all voltages.
- 14) Cable shall be delivered on an open, flat bed truck. Reels shipped flat will be rejected.
- 15) Deliveries: Required 48 hours advance notification @ (847) 716-3551.
Receiving hours: Monday to Friday, 7:30 a.m. to 2:30 p.m.
Village of Winnetka Yards, 1390 Willow Road, Winnetka, IL 60093
- 16) Approved cable manufacturers: General Cable, Okonite, Kerite and Pysmian.
- 17) Copper base price for bids: **\$5.00 per pound**. All other manufacturing costs shall be fixed at the bid price.

2) Worksheet

15kV Cable

Item	Description	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Unit Price (per ft.)	Lead Time (weeks)
1.	350 kcmil Copper	3	1/3	37	Triplex	4,000	57.197	12-16

☐ Cable will be export packaged

☒ Standard packaging, F.O.B. Winnetka

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY.

MANUFACTURER (15kV CABLE): PRYSMIAN

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is accepted by the Village of Winnetka ("Owner") as of this ____ day of _____ 2024.

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

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

EXHIBIT #1
Bid Tabulation and Cable Purchase Detail
RFB #024-014 15kV Cable

Bid Tabulation:

Item	Vendor (Cable Manufacturer)				
	Anixter Inc. (CME Wire & Cable) (1)	Archie Supply LLC (Prysmian)	Bell Electrical Supply Co., Inc. (Southwire) (2)	The Okonite Co. (Okonite)	Wesco (Prysmian)
3-1/c 350 kcmil cable	\$47.150	\$80.460	\$60.500	\$51.714	\$51.197
Lead time:	20-22 weeks	August 27, 2024	14 weeks	48-50 weeks	12-16 weeks

Notes: ⁽¹⁾ Anixter Inc. bid deemed Non-Responsive. Vendor bid cable manufacturer not approved by the Village.

⁽²⁾ Bell Electrical Supply Co, Inc. bid was deemed Non-Responsive. Vendor bid cable manufacturer not approved by the Village.

Cable Purchase Detail:

Item	Unit Price (\$/ft.)	Order Quantity	Shipping Length / Packaging	Extended Price
3-1/c 350 kcmil cable	\$51.1970	4,000	\$10,239.40	\$215,027.40

TOTAL: \$215,027.40


\$215,028



Agenda Item Executive Summary

TITLE: Resolution No. R-64-2024: Approving an Easement Agreement for the Installation and Maintenance of Utilities (1321 Willow Road - Duke Childs Field) (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: August 6, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

In 2023, the Water & Electric Department installed a new electric service for New Trier High School as part of their Duke Childs Field renovation. During this work, staff identified the lack of a utility easement for the underground utility line, transformer and emergency siren pole located on the north side of the property, an area which is frequently referred to as the Cherry Street extension. Staff requested New Trier's consideration of formalizing the Village's use and access of this area for the electrical facilities and the emergency siren with a permanent utility easement agreement.

The proposed easement agreement addresses the Village's access to the electric utilities, utility pole and emergency siren which have existed at this location for decades. With New Trier's renovation of the adjacent space for parking and the close proximity of a utility transformer, staff requested New Trier's consideration of incorporating language into the easement agreement to accommodate the potential for an EV charging station at a future date. Upon mutual agreement of both parties, the Village may install, operate and maintain an EV charging station in the easement area.

At the July 15, 2024, Regular Board of Education Meeting, District 203 approved the permanent easement agreement.

RECOMMENDATION:

Consider adoption of Resolution R-64-24, approving a Permanent Utility Easement Agreement with New Trier Township High School District 203 at 1321 Willow Road, Duke Childs Field.

ATTACHMENTS:

1. Resolution No. R-64-2024: Approving an Easement Agreement for the Installation and Maintenance of Utilities (1321 Willow Road - Duke Childs Field)

RESOLUTION NO. R-64-2024

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT
FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES
(1321 Willow Road– Duke Childs Field)**

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, New Trier Township High School District 203 (“***Owner***”) is the owner of the property commonly known as Duke Childs Field, which is generally located at the northwest corner of Willow Road and Hibbard Road, with an address of 1321 Willow Road, Winnetka, Illinois (“***Property***”); and

WHEREAS, the Village currently maintains electrical facilities at the Property including underground electric cable, a splice box, pad mount transformer and a utility pole, which pole has an emergency siren mounted on it (“***Existing Facilities***”); and

WHEREAS, the Village desires to obtain an easement from Owner to install, maintain and repair the Existing Facilities on the Property; and

WHEREAS, Owner desires to grant the Village an easement pursuant to an easement agreement to allow the installation, maintenance, and repair of the Existing Facilities on the Property (“***Easement Agreement***”); and

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

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

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

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

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

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

ADOPTED this 6th day of August, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
EASEMENT AGREEMENT

EXHIBIT A

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

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

For Recorder's Use Only

**PERMANENT UTILITY EASEMENT AGREEMENT
(1321 Willow Road –Duke Childs Field)**

THIS AGREEMENT ("**Agreement**") is dated as of the ____ day of _____, 2024, ("**Effective Date**") and is by and between the **NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT 203**, an Illinois school district ("**Owner**"), and the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**").

WITNESSETH:

WHEREAS, Owner is the record title owner of the property referred to as Duke Childs Field which is generally located at the northwest corner of Willow Road and Hibbard Road in the Village, with an address of 1321 Willow Road ("**Property**"), Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement (collectively, the "**Property**"); and

WHEREAS, the Village currently maintains electrical facilities located on the Property, including a utility pole, which pole has an emergency siren mounted on it (collectively, "**Existing Facilities**"); and

WHEREAS, the Village desires to construct, install, and maintain additional facilities on the Property including, without limitation, underground electric cable, a splice box, and a pad mount transformer (collectively, "**Proposed Facilities**"); and

WHEREAS, in order to construct, install, maintain, and repair the Existing Facilities and Proposed Facilities (collectively, the "**Facilities**") on the Property, the Village desires to obtain from Owner, and Owner desires to grant to the Village, a permanent easement on that portion of the Property depicted in **Exhibit B** attached hereto and made a part of this Agreement ("**Permanent Easement Premises**"); and

WHEREAS, Section 5-30 of the School Code authorizes Owner to grant easements to municipalities, corporations or persons for sewer, water drainage or utility purposes, which include electric, on such terms as the school board may determine (105 ILCS 5/5-30); and

WHEREAS, Owner and the Village have each determined that it is in each of their best interests to enter into this Agreement;

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

SECTION ONE. RECITALS. The foregoing recitals are fully incorporated into this Agreement.

SECTION TWO. GRANT AND USE OF PERMANENT EASEMENT. Owner hereby grants, conveys, and dedicates to the Village a permanent non-exclusive easement in, upon, over, under, through, along, and across the Easement Premises (collectively, the ***“Permanent Easement”***) and a perpetual license to access a reasonable portion of the Property for ingress and egress to the Permanent Easement and to engage in the construction, operation, maintenance, repair, and replacement of the Existing Facilities and Proposed Facilities from time to time, subject to the terms and conditions of this Agreement, together with all reasonable rights of ingress and egress over, along, upon, and across the Permanent Easement and the immediately abutting areas of the Property, if necessary, for the exercise of the rights herein granted. The Permanent Easement shall not be used or operated in a manner that materially interferes with Owner’s use of the Property now or in the future; provided, however, that the installation and construction of the Facilities and the normal operation, maintenance, repair, and replacement of the Facilities shall not be considered material interference.

SECTION THREE. INSTALLATION OF ELECTRIC VEHICLE CHARGING STATION. Upon mutual agreement of the parties, the Village may install, construct, operate, maintain, repair and replacement an electric vehicle charging station and all necessary appurtenances thereto (collectively, ***“Charging Station”***), in the Permanent Easement. Upon such mutual agreement, the Charging Station will be deemed to be a “Proposed Facility” governed by the terms of this Agreement in the same manner as the other Proposed Facilities.

SECTION FOUR. RESTORATION. Upon completion of construction, maintenance, or repair of the Facilities, the Village agrees to: (a) replace and grade any and all topsoil removed by the Village as a result of the construction, maintenance, or repair of the Facilities; (b) restore the Easement Premises to the condition immediately preceding the construction, maintenance, or repair of the Facilities and any roads, plantings, and improvements damaged or removed as a result of such work; (c) replace any and all sod removed as a result of such construction, maintenance, or repair of the Facilities with sod of like quality; and (d) replace any and all natural grass removed as a result of such construction, maintenance, or repair of the Facilities with good quality sod.

SECTION FIVE. RESERVED RIGHTS.

A. Owner hereby reserves the right to the full use and enjoyment of the Easement Premises and the Property in any manner that does not prevent or interfere in any way with the exercise by the Village of the easement rights granted pursuant to this Agreement; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises, nor intentionally permit the Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Village.

B. Owner shall have the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises provided, however, that any such other easements shall be subject to this

Agreement and the rights granted hereby; and provided further, however, that the Village shall have first consented in writing to the terms, nature, and location of any such other easements.

SECTION SIX. ASSIGNMENT OF RIGHTS. Owner agrees that the Village may assign its rights or delegate its duties under this Easement Agreement, in whole or in part, without the consent of Owner.

SECTION SEVEN. COVENANTS RUNNING WITH THE LAND. The easements and rights granted in this Agreement, the duties and restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, are to be recorded against the Property and are binding upon and inure to the benefit of Owner and the Village, and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

SECTION EIGHT. GENERAL PROVISIONS.

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

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

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

If to Owner:

New Trier High School District 203
385 Winnetka Avenue
Winnetka, IL 60093
Attention: _____

with a copy to:

Attention: _____

B. Amendment. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the governing boards of each party to this Agreement in accordance with all applicable statutory procedures.

C. Authority to Execute. Owner hereby warrants and represents to the Village that: (i) Owner is the record and beneficial owner of fee simple title to the Easement Premises; (ii) no other person has any legal, beneficial, contractual, or security interest in the Easement Premises; (iii) Owner has the full and complete right, power, and authority to enter into this Agreement, to agree to the terms, provisions, and conditions set forth in this Agreement, and to bind the Easement Premises as set forth in this Agreement; (iv) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (v) neither the execution of this Agreement nor the performance of the obligations assumed by Owner will violate any statute, law, restriction, court order, or agreement to which Owner or the Property are subject.

D. Recording. The Village at its cost and expense will record this Agreement against the Property with the Office of the Cook County Recorder of Deeds promptly following the approval and full execution of this agreement by the parties.

E. Non-Waiver. Owner and the Village shall be under no obligation to exercise any of the rights granted to each of them in this Easement Agreement. The failure of either party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect either party's right to enforce that right or any other right.

F. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense which it has under statutory or common law, included but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

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

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

I. Survival. All representations and warranties contained herein shall survive the execution and recordation of this Agreement and shall not be merged.

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

K. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person may be made, or be valid, against the Village or Owner.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

ATTEST:

Kristin Kazenas, Deputy Village Clerk

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

By _____
Robert Bahan
Its: Village Manager

ATTEST:

By: _____

Its: _____

Board Secretary

**NEW TRIER HIGH SCHOOL DISTRICT
203,** an Illinois school district

By: _____

Its: _____

President

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that Robert Bahan, personally known to me to be the Village Manager of the Village of Winnetka, an Illinois home rule municipal corporation, and Kristin Kazenas, personally known to me to be the Deputy Village Clerk of the Village of Winnetka, and personally known to me to be the same persons whose names are subscribed to the foregoing Easement Agreement, each appeared before me this day in person and acknowledged that, as the Village Manager and Deputy Village Clerk, they signed and delivered the Easement Agreement, pursuant to the authority given by the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village, for the uses and purposes set forth in the Easement Agreement.

Given under my hand and official seal this _____ day of _____ 2024.

Notary Public

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jean Hahn, personally known to me to be the Board President of the New Trier High School District 203, an Illinois school district, and _____, personally known to me to be the _____ of the New Trier High School District 203, and personally known to me to be the same persons whose names are subscribed to the foregoing Easement Agreement, each appeared before me this day in person and acknowledged that, as the Board President and _____, they signed and delivered the Easement Agreement, pursuant to the authority given by the New Trier High School District 203, as their free and voluntary act and as the free and voluntary act and deed of the New Trier High School District 203, for the uses and purposes set forth in the Easement Agreement.

Given under my hand and official seal this 15th day of July 2024.

Notary Public

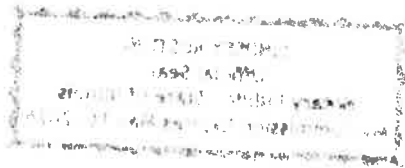
LINDSEY RUSTON
Official Seal
Notary Public - State of Illinois
My Commission Expires May 16, 2026

EXHIBIT A

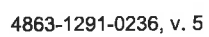
LEGAL DESCRIPTION OF PROPERTY

LOT 3 OF OPEN LANDS SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, IN SECTION 19, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 9, 1979 AS DOC. NO. 25039822, IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

PIN: 05-19-203-027-0000



DEPICTION OF EASEMENT PREMISES





Agenda Item Executive Summary

TITLE: Ordinance No. MC-08-2024: Amending "The Winnetka Code," as Amended, to Adopt Editions of Various International Code Council Codes and National Fire Protection Association (NFPA) Codes and Standards (Introduction)

PRESENTER: David Schoon, John Ripka

AGENDA DATE: August 6, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

On August 6, 2024, the Village Council will consider introduction of Ordinance No. MC-08-2024. This ordinance amends the Village's various building, fire, and safety codes to make them more current. Municipalities generally do not have resources to develop their own codes, and typically rely on the expertise of national code agencies such as the *International Code Council* (ICC) and *National Fire Protection Association* (NFPA) to evaluate, update and publish various codes in order to remain current with advances in building performance and safety standards, construction techniques and materials. The Village's current building, fire, and safety codes are based on model codes published in 2014-2015, and are adopted "as published," together with amendments to meet each community's unique needs or circumstances. Ordinance No. MC-08-2024 would adopt more current model building codes.

Attached is a staff report further elaborating on (a) what model building codes are and why the need to adopt updated model codes, (b) other state and regional building codes we must adhere to, and (c) summarizing the different types of local amendments to the model building codes.

Should the Council adopt Ordinance No. MC-08-2024, the updated model building codes and local amendments to those codes would go into effect 60 days from and after the Council's passage of the ordinance.

RECOMMENDATION:

Consider introduction of Ordinance No. MC-08-2024, adopting the identified model codes, as amended, as the Building Code of the Village of Winnetka.

ATTACHMENTS:

1. Staff Report Regarding Ordinance MC-08-2024 – Update Model Building Codes
2. Summary of Model Codes and Proposed Technical and Policy Amendments

3. Issue Memorandum – Single Family Home Automatic Fire Sprinkler System
4. MC-08-2024, An Ordinance Amending “The Winnetka Code,” as Amended, to Adopt the 2021 Editions of Various ICC Codes and NFPA Codes and Standards.



MEMORANDUM VILLAGE OF WINNETKA

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, COMMUNITY DEVELOPER DIRECTOR
JOHN RIPKA, FIRE CHIEF
DATE: AUGUST 1, 2024
SUBJECT: ORDINANCE NO. MC-08-2024 – UPDATED MODEL BUILDING CODES

INTRODUCTION

On August 6, 2024, the Village Council will consider introduction of Ordinance No. MC-08-2024 (Attachment 4 to the Executive Summary). This ordinance amends the Village's various building, fire, and safety codes to make them more current (each is listed on page 3 of this staff report). Municipalities generally do not have resources to develop their own codes, and typically rely on the expertise of national code agencies such as the *International Code Council* (ICC) and *National Fire Protection Association* (NFPA) to evaluate, update and publish various codes in order to remain current with advances in building performance and safety standards, construction techniques and materials. The Village's current building, fire, and safety codes are based on model codes published in 2014-2015, and are adopted "as published," together with amendments to meet each community's unique needs or circumstances. These individual model codes will be addressed later, but for ease of reference, this memo refers to them collectively as the Village's "Building Code".

Updating the Building Code is necessary for a few reasons. The model codes that serve as the foundation for the Village's building code are updated on a three-year cycle. This triennial cycle allows for new construction methods and technologies to be incorporated into the codes. A common practice of municipalities is to adopt the model codes on an every other three-year cycle (i.e., approximately every six years). Updating the Building Code not only provides incremental improvement to safeguards for the health, safety and welfare of building occupants, but also allows building owners and contractors to take advantage of advancement in construction materials and methods.

Another reason to update the Building Code is because outdated codes can affect property insurance rates. The Insurance Services Office, Inc. (ISO) uses the Village's current edition of the Building Codes to determine property insurance rates, including flood insurance rates. Outdated codes cause a reduction in points for both the Community Development and Fire Department evaluation process. An up-to-date Building Code is evidence that building and construction in the Village incorporates the latest methods and materials, and thus it provides the greatest protection for life and property.

One additional reason for adopting a more current model codes series is that beginning January 1, 2025, a new state law, P.A. 103-0510, requires that all jurisdictions (counties and municipalities), including Home-Rule units, must have building codes that regulate the structural design of new buildings, and rehabilitation work in existing buildings and residential buildings in a manner at least as stringent as the applicable baseline code applicable to those buildings. The Village, with the adoption of these model codes, will be in compliance with the new state law.

Ordinance MC-08-2024 includes the adoption and amendment of eight individual model codes published by the International Code Council, eight model codes and publications published by the National Fire Protection Association, as well as plumbing, energy conservation and accessibility codes adopted by the State of Illinois. We should note that the proposed Ordinance adopts more current editions of the model building codes.

MODEL CODES - CURRENT AND PROPOSED

Each model code consists of a set of regulations that are intended to promote consistent, quality construction while at the same time enhancing the safety of building occupants and the general public. Model codes address the design, installation, maintenance, alteration and inspection of various systems, including building, plumbing, mechanical, electrical, and fire prevention.

Much of building construction in the United States is regulated through a series of model codes published by the *International Code Council* (ICC). In addition to the ICC Codes, another source of model codes used throughout the county is the *National Fire Protection Association* (NFPA) which publishes codes used by most communities, including the National Electrical Code (NEC).

APPLICABLE STATE & REGIONAL CODES

Certain states including Illinois promulgate their own codes that regulate construction activity on a statewide basis. Codes which apply to construction throughout the State include the *Illinois Plumbing Code*, the *Illinois Accessibility Code*, and the *Illinois Energy Conservation Code*. The Village is required to adhere to these State Codes, and as such may only adopt amendments which make them more restrictive.

State Code amendments occur on a different cycle from the model code agencies discussed previously. For example, in 2018 the State adopted amendments to the *2018 Illinois Accessibility Code* to make State requirements more closely aligned with national accessibility requirements, as well as to make certain amendments which are more restrictive than national standards.

In 2023, the State adopted the *2021 Illinois Energy Conservation Code*. This State code is based upon the International Energy Conservation Code with amendments adopted by the State.

The Village must also adhere to the Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance, which was most recently amended May 2024.

The table on the next page compares the current model codes adopted by the Village with the proposed model codes.

CURRENT ADOPTED MODEL CODES COMPARED TO PROPOSED MODEL CODES

MODEL CODE	CURRENT EDITION	PROPOSED EDITION
INTERNATIONAL CODE COUNCIL CODES		
International Building Code (IBC) (Regulates construction on all buildings except for one and two-family dwellings and townhouses not more than three stories)	2015	2021
International Residential Code (IRC) (Regulates construction on detached one and two-family dwellings and townhouses not more than three stories)	2015	2021
International Mechanical Code (IMC) Regulates the design, installation and maintenance of mechanical systems)	2015	2021
International Fuel Gas Code (IFGC) (Regulates fuel gas distribution piping systems and gas fired appliances)	2015	2021
International Property Maintenance Code (IPMC) (Regulates property maintenance of buildings and structures. Winnetka amendments so that it <u>only applies</u> to commercial properties and residential rental units.)	2015	2021
International Existing Building Code (IEBC) (Regulates repairs, alterations, and additions to all buildings except for one and two-family dwellings and townhouses not more than three stories. – Previously part of IBC)	2015	2021
International Swimming Pool and Spa Code (ISPS) (Regulates swimming pools and spas for single family homes)	2015	2021
International Fire Code (IFC) (Regulates conditions hazardous to life and property due to fire, explosion, hazardous material storage and building occupancy)	2015	2021
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES & STANDARDS		
National Electrical Code (NEC), NFPA 70 (Regulates electrical installations in all buildings)	2014	2020
Life Safety Code, NFPA 101 (Regulates building occupancies, means of egress and fire protection)	2015	2024
Automatic Sprinkler Systems, NFPA Publication 13 (Regulates installation of automatic sprinkler systems in low rise residential occupancies)	2016	2022
Sprinkler Systems in Low-Rise Residential Occupancies, NFPA Publication 13R (Regulates installation of automatic sprinkler systems Low-Rises)	2016	2022
Sprinkler Systems in One- & Two-Family Dwellings, NFPA Publication 13D (Regulates installation of automatic sprinkler systems in one- & two- family dwellings)	2016	2022
Standpipe and Hose Systems, NFPA Publication 14 (Regulates installation of standpipes)	2016	2024
National Fire Alarm and Signaling Code, NFPA 72 (Regulates fire alarms and signals)	2016	2022
Standard for the Installation of Stationary Energy Storage Systems, NFPA 855 (Regulates installation of energy stationary storage systems)	-	2023
STATE OF ILLINOIS BUILDING RELATED CODES		
Illinois Energy Conservation Code (IECC) (Regulates the design of energy efficient residential & commercial buildings)	2021	2021 or current edition
Illinois State Plumbing Code (IPC) (Regulates plumbing installations in all buildings)	2014	2014 or current edition
Illinois Accessibility Code, 71 Ill. Admin Code 400 et seq., (IAC) (Regulates construction of building & site improvements for persons with disabilities)	2018	2018 or current edition
Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance (Regulates qualified sewer construction)	2013	2024 or current edition

As mentioned, one of the ways that model codes achieve protecting the public health, safety and welfare is that they provide uniformity of requirements for the construction industry. Along those same lines uniformity is achieved due to the fact that neighboring municipalities also have adopted the ICC Codes. Following is a list of neighboring municipalities and the edition of the model building codes under which they currently operate. Some of these communities are studying or recently adopted more current model code series. For instance, in June of this year Wilmette went from the 2006 ICC code series to the 2018 series.

CURRENT MODEL CODES ADOPTED BY NEIGHBORING COMMUNITIES & WINNETKA

MODEL CODE	GLENCOE	GLENVIEW	HIGHLAND PARK	KENILWORTH	LAKE FOREST	NORTHBROOK	NORTHFIELD	WILMETTE	WINNETKA
INTERNATIONAL CODE COUNCIL CODES									
International Building Code (IBC)	2015	2021	2018	2015	2021	2018	2006	2018	2015
International Residential Code (IRC)	2015	2021	2018	2015	2021	2018	2006	2018	2015
International Mechanical Code (IMC)	2015	2021	2018	2015	2021	2018	2006	2018	2015
International Fuel Gas Code (IFGC)	2015	2021	2018	2015	2021	2018		2018	2015
International Property Maintenance Code (IPMC)	2015	2021	2018	2012		2018	2012	2018	2015
International Existing Building Code (IEBC)		2021	2018	2015					2015
International Swimming Pool and Spa Code (ISPSC)			2018	2015		2018		2018	2015
International Fire Code (IFC)	2015	2021	2018	2015	2021	2018	2009	2018	2015
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES & STANDARDS									
National Electrical Code (NEC), NFPA 70	2014	2014	2017	2014	2020	2017	2008	2017	2008
Life Safety Code, NFPA 101	2015	2021	-	2015	2021	2015	2006	2006	2015
Automatic Sprinkler Systems, NFPA 13	-	2016	X	2016	2019	2016	X	X	2016
Sprinkler Systems in Low-Rise Residential Occupancies, NFPA 13R	-	-	-	2016	2019	2016	-	X	-
Sprinkler Systems in One- & Two-Family Dwellings, NFPA 13D	-	2016	-	2016	2019	2016	-	X	-
Standpipe and Hose Systems, NFPA 14	-	-	-	2016	-	2016	-	2007	2016
National Fire Alarm and Signaling Code, NFPA 72	X	2016	X	2016	2019	2016	-	X	-

X – Municipal code references compliance with publication but does not state specific edition.

LOCAL AMENDMENTS

As mentioned previously, one of the factors that turns a model code into a local building code are the amendments made to it. Amendments allow for a model code to address any number of issues that might be unique to a municipality. Attached is Ordinance MC-08-2024, draft ordinance amending the following chapters of the Municipal Code:

- Chapter 8.04 Security and Fire Detection Systems
- Chapter 15.08 Model Codes Adopted by Reference
- Chapter 15.16 Fire Prevention and Life Safety Codes

The draft ordinance **tracks changes from the current language in the Village Code to what staff currently proposes.**

In addition to the Ordinance accompanying this agenda item, Attachment 2 to the Executive Summary highlights more significant changes between current adopted model codes and the proposed model codes. The document also highlights the more significant changes included in proposed local amendments.

Ordinance MC-08-2024 shows that local amendments can take several forms. One form of amendment consists of “Exclusions” to model codes. At the beginning of each model code section in Ordinance MC-08-2024, “Section A” there are a number of exclusions to the code. In many of the exclusions there is a statement in parenthesis stating that the section is “Superseded by Section ... of the Village Code” as those sections of the model codes are either covered by Village regulations or another model code to be adopted by the Village.

To provide a summary of the amendments to the model codes they have been grouped into three general categories – (1) administrative, (2) different codes adopted, and (3) technical and policy.

Administrative Amendments These amendments include changes to the administrative sections of the ICC model codes. These sections identify such items as title of the code (e.g. Building Code of the Village of Winnetka), the enforcement agency (e.g. Department of Community Development), the party responsible for appointing the building office (e.g. Village Manager), and the process for appeals (e.g. Building and Zoning Board of Appeals, which the Zoning Board of Appeals also serves as).

Different Codes Adopted Amendments. The International Code Council model code series includes model codes that the Village does not use. For instance, the ICC publishes a model electrical code of its own, the *International Electrical Code*; however, the Village and surrounding communities instead use the *National Electrical Code* published by the National Fire Protection Association. Several amendments included in MC-08-2024 include changes to reflect such choices. Similarly, the International Code Council publishes model codes including the *International Plumbing Code* and the *International Private Sewage Disposal Code*. The Village does not adopt such codes as it must instead follow the State of Illinois Plumbing Code.

Technical and Policy Amendments. The technical and policy amendments are additions and deletions to the model codes to address Winnetka related concerns. As we have reviewed the codes, we have identified local amendments that are no longer needed as the model codes now address them. Other amendments have been proposed to more clearly reflect local practices and policies. Attachment 2 provides a summary of new local amendments or revisions to existing local amendments to the Building Code.

Single Family Home Automatic Fire Sprinklers

One change to the local model codes that is worth specifically addressing in this staff report has to do with fire sprinklers in single-family homes.

Since 2009, every edition of the International Residential Code (IRC), which is the model building code regulating the construction of single-family homes, has required home fire sprinklers in construction of new single-family homes. With the adoption of the 2015 IRC, the Village amended the IRC provision regarding fire sprinklers and provided an option for those who choose not to install sprinklers. The options included more robust building materials and assemblies to slow the spread of fire. Providing this option has become a safety concern as the model code is written as a package and some requirements within the IRC were reduced due to the expectation of fire sprinklers being installed.

With the adoption of the 2021 IRC, Village staff recommends that the Village no longer provide an option to installing the fire sprinklers. With the adoption of the 2021 IRC, all new homes will be required to install an automatic fire sprinkler system. As written, the 2021 IRC only requires new homes to install such systems; additions and alterations to single family homes would not be required to install automatic fire sprinkler systems.

Attachment 3 to the Executive Summary contains additional information regarding this issue.

RECOMMENDATION

Consider introduction of Ordinance MC-08-2024 adopting the identified model codes, as amended, as the Building Code of the Village of Winnetka.

ATTACHMENTS TO THE EXECUTIVE SUMMARY

Attachment 1: This Staff Report

Attachment 2: Summary of Model Codes and Proposed Technical and Policy Amendments

Attachment 3: Issue Memorandum – Single Family Home Automatic Fire Sprinkler System

Attachment 4: Ordinance MC-08-2024, An Ordinance Amending “The Winnetka Code,” as Amended, to Adopt the 2021 Editions of Various International Code Council Codes and National Fire Protection Association Codes and Standards.

**ATTACHMENT 2 – SUMMARY OF MODEL CODES CHANGES AND
PROPOSED NEW LOCAL TECHNICAL & POLICY AMENDMENTS**

MODEL CODE	CURRENT EDITION	PROPOSED EDITION
INTERNATIONAL CODE COUNCIL CODES		
International Building Code (IBC) (Regulates construction on all buildings except for one- and two-family dwellings and townhouses not more than three stories)	2015	2021
International Residential Code (IRC) (Regulates construction on detached one and two-family dwellings and townhouses not more than three stories)	2015	2021
International Mechanical Code (IMC) Regulates the design, installation and maintenance of mechanical systems)	2015	2021
International Fuel Gas Code (IFGC) (Regulates fuel gas distribution piping systems and gas-fired appliances)	2015	2021
International Property Maintenance Code (IPMC) (Regulates property maintenance of buildings and structures. Winnetka amendments so that it only applies to commercial properties and residential rental units.)	2015	2021
International Existing Building Code (IEBC) (Regulates repairs, alterations, and additions to all buildings except for one- and two-family dwellings and townhouses not more than three stories. – Previously part of IBC)	2015	2021
International Swimming Pool and Spa Code (ISPSC) (Regulates swimming pools and spas for single-family homes)	2015	2021
International Fire Code (IFC) (Regulates conditions hazardous to life and property due to fire, explosion, hazardous material storage, and building occupancy)	2015	2021
NATIONAL FIRE PROTECTION ASSOCIATION CODES & STANDARDS		
National Electrical Code (NEC), NFPA 70 (Regulates electrical installations in all buildings)	2014	2020
Life Safety Code, NFPA 101 (Regulates building occupancies, means of egress and fire protection)	2010	2024
Automatic Sprinkler Systems, NFPA Publication 13 (Regulates installation of automatic sprinkler systems in low-rise residential occupancies)	2010	2022
Sprinkler Systems in Low-Rise Residential Occupancies, NFPA Publication 13R (Regulates installation of automatic sprinkler systems Low-Rises)	2016	2022
Sprinkler Systems in One- & Two-Family Dwellings, NFPA Publication 13D (Regulates installation of automatic sprinkler systems in one- & two- family dwellings)	2016	2022
Standpipe and Hose Systems, NFPA Publication 14 (Regulates installation of standpipes)	2016	2024
National Fire Alarm and Signaling Code, NFPA 72 (Regulates fire alarms and signals)	2016	2022
Installation of Stationary Energy Storage Systems, NFPA 855 (Regulates installation of stationary energy storage systems)	-----	2023
STATE OF ILLINOIS BUILDING RELATED CODES		
Illinois Energy Conservation Code (IECC) (Regulates the design of energy-efficient residential & commercial buildings)	2018 or current edition	2021 or current edition
Illinois State Plumbing Code (IPC) (Regulates plumbing installations in all buildings)	2014 or current edition	2014 or current edition
Illinois Accessibility Code, 71 Ill. Admin Code 400 et seq., (IAC) (Regulates construction of building & site improvements for persons with disabilities)	2018 or current edition	2018 or current edition
Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance (Regulates qualified sewer construction)	2013	2024 or current edition

ATTACHMENT 2 – SUMMARY OF MODEL CODES CHANGES AND PROPOSED NEW LOCAL TECHNICAL & POLICY AMENDMENTS

The 2021 International Code Council (ICC) Codes represent an update to our existing codes by incorporating life safety provisions that have been added since the adoption of the 2015 ICC code series. Many of the discrepancies in the older codes have been corrected in the newly proposed codes.

CHAPTER 15.08 – MODEL CODES ADOPTED BY REFERENCE

15.08.020 Amendments to the International Building Code (IBC), 2021 Edition

The 2021 International Building Code applies to new and altered commercial and multi-family buildings. Model codes published by the International Code Council provide standards for all types of commercial and multi-family buildings, including shopping malls, hospitals, industrial uses, so a large number of code amendments, while important in other communities have limited impact on development in Winnetka. The following summary identifies some of the changes which may impact new buildings or alterations of existing commercial and multiple-family buildings in Winnetka.

Highlights of Changes from Existing Model Code to Proposed Model Code

1. No new significant Model Code changes.

Highlights of New, More Significant Local Amendments

- A. No new significant local amendments.

15.08.030 Amendments to the International Residential Code for One- and Two-Family Dwellings (IRC), 2021 Edition

The 2021 International Residential Code applies to One and Two-Dwelling unit residences, which makes this code the most significant piece of Village governance and enforcement.

Highlights of Changes from Existing Model Code to Proposed Model Code

1. Refined language regarding ramps to clarify that the associated elements apply when they are within or attached to a building, porch, or deck. (Sections R311.7 and R311.8).
2. A change has been made to clarify that glazing installed in the vicinity of tubs, showers, and swimming pools is considered a hazardous location because of the increased likelihood of slips and falls on wet surfaces, with the potential for injury from falling into and breaking the glass. Therefore, the code requires that glazing installed in these locations must be safety glass. As with all of the hazardous locations identified, changes to the language in this section over several code development cycles have attempted to make the provisions more objectively measurable and easier to understand. (Section R308.4).

Highlights of New More Significant Local Amendments

- A. With the 2015 International Residential Code, the Village required automatic fire sprinklers for new one- and two- family dwellings, but provided an exception to that requirement if the dwelling was constructed with certain type of gypsum wallboard. Staff recommends that we adopt the 2021 IRC without allowing the exception; therefore, the Village would require the installation of

ATTACHMENT 2 – SUMMARY OF MODEL CODES CHANGES AND PROPOSED NEW LOCAL TECHNICAL & POLICY AMENDMENTS

automatic fire sprinklers in new one- and two-family dwellings. The IRC as written does not require automatic fire sprinklers for additions or alterations (remodeling) to one- or two-family dwellings. Though the language would not require automatic fire sprinklers for additions or alterations to dwellings that are not already provided with an automatic residential sprinkler system, our local code would continue to require such improvements to use certain construction materials (e.g. 5/8-inch gypsum wallboard, solid wood core doors, specific gypsum wallboard when using engineered structural components). (Section R313.3)

- B. A requirement has been added to this section that all dwellings have a controlled method of rainwater disposal from roofs that collects and discharges roof drainage to the ground surface not less than 5 feet (1524 mm) from the foundation walls or to an approved drainage system. (Section R801.3)
- C. An addition has been made to clarify that insulation shall not be installed until the building envelope has been protected from the weather. (Section R316.9)
- D. The 2021 International Residential Code's changes allow shipping containers to be repurposed for use as buildings or structures per many items listed in the 2021 International Building Code. With the local amendment, we are taking out the possibility of using intermodal shipping containers to be used as buildings or structures. (Section R301.1.4)
- E. Due to the increase ownership of electric vehicles, an addition has been made to require heat detectors in attached garages. The heat detectors will warn residents of battery thermal overload, which will cause a fire. (Section R314.8)

15.08.040 Amendments to the International Mechanical Code, 2021 Edition

The 2021 International Mechanical Code has been updated to include additional safety features.

Highlights of Changes from Existing Model Code to Proposed Model Code

- 2. No new significant Model Code changes

Highlights of New More Significant Local Amendments

- B. No new significant local amendments.

15.08.050 Amendments to the International Fuel Gas Code, 2021 Edition

Highlights of Changes from Existing Model Code to Proposed Model Code

- 3. No new significant Model Code changes

Highlights of New More Significant Local Amendments

- A. No new significant local amendments.

ATTACHMENT 2 – SUMMARY OF MODEL CODES CHANGES AND PROPOSED NEW LOCAL TECHNICAL & POLICY AMENDMENTS

15.08.060 Amendments to the Illinois Plumbing Code, 2014 or Current Edition

Highlights of Changes from Existing Model Code to Proposed Model Code

1. Since the state adopted the 2014 Illinois Plumbing Code (current edition), the Village has been enforcing it.

Highlights of New More Significant Local Amendments

- A. This section has been amended to prohibit the use of the building drainage/vent pipe: PVC pipe with cellular core ASTM F891-2010, ASTM F1760-2011, and cell core for appliance venting because the product can easily crack after usage, especially with hot water. Underground or pressure piping is also not allowed. Most surrounding communities already prohibit the use of cell cores. (890. Appendix A Table A4 No. 12).

15.08.070 Amendments to the National Electric Code, 2020 Edition

The 2020 National Electrical Code – NFPA 70 includes significant changes from previous editions, especially for residential dwellings.

Highlights of Changes from Existing Model Code to Proposed Model Code

1. Outdoor, readily accessible emergency disconnect shall be installed with all service conductors terminating in a disconnecting means having a short-circuit current rating equal to or greater than the available fault current. This outdoor emergency disconnect(s) must be marked or labeled properly. This requirement was part of the local amendments to the 2014 NEC and now is part of the adopted 2020 NEC. (Article 230.85).
2. An article has been added requiring the service supplying the dwelling unit with a surge-protective device (SPD) that is an integral part of the service equipment or is located immediately adjacent. The reason for this requirement is to protect electronics, which are susceptible to power fluctuations. (Article 230.67).
3. Additional language was added to limit the use of extension cords near sharp items and overload and to require at least one receptacle outlet to be provided for the first 9 ft² or fraction thereof, of an island or peninsular countertop or work surface. Additionally, at least one receptacle outlet is required for every additional 18 ft², or fraction thereof, of island or peninsular countertop or work surface. (Article 210.52(C)(2)).
4. Scoping language has been added to protect personnel while standing on a wet floor, requiring the ground-fault circuit-interrupter protection for 125-volt through 250-volt receptacles installed in basements and supplied by single-phase branch circuits rated 150 volts or less to ground. (Article 210.8(A)(5)).

ATTACHMENT 2 – SUMMARY OF MODEL CODES CHANGES AND PROPOSED NEW LOCAL TECHNICAL & POLICY AMENDMENTS

Highlights of New More Significant Local Amendments

- A. In an effort to keep basements from flooding the sump and ejector pumps will now be allowed to be connected to a clearly labeled (“FOR SUMP PUMP USE ONLY”) non-GFCI simplex receptacle.
- B. Change to allow the electric meters to be 36”-48” from grade, bringing our ordinances into compatibility with other utilities.
- C. This section has been amended to require a minimum 40-position panel box for new single-family home construction addressing requirements for future circuits.

15.08.080 Amendments to the International Property Maintenance Code (IPMC), 2021 Edition

When the IPMC was adopted in 2012, language was included that only allows the Village to conduct an inspection of a property if a complaint has been received. Staff cannot on their own initiate a property maintenance code compliance inspection. As drafted, the proposed Ordinance continues to require a third-party complaint.

We should also note that with the adoption of the IPMC in 2019, the Village **eliminated** the following IPMC exterior structure standard: “Peeling, flaking and chipped paint shall be eliminated and surfaces repainted” (Section 304.2). (Note: Of the comparable communities having adopted the IPMC, only Winnetka and Kenilworth have eliminated this standard, and although Lake Forest has not adopted the IPMC, its local property maintenance code classifies “extensive peeling paint” as a public nuisance.) At the time of adoption, Council members expressed concerns regarding enforcing such provisions. Given this previous concern, the proposed Ordinance continues to eliminate this standard. It should be noted; however, that if paint has peeled to such an extent that untreated wood or metal subject to corrosion is exposed, that such a condition is found to be in violation of the Village property maintenance code.

Highlights of New More Significant Local Amendments

- A. Appendix A, Boarding Standard, of the IPMC, 2021 Edition, is being adopted to establish clearer standards regarding the boarding of windows and doors.

15.08.090 Amendments to the Illinois Energy Conservation Code, 2021 or Current Edition

Highlights of Changes from Existing Model Code to Proposed Model Code

- 1. The section has been amended to establish a requirement that all ducts be pressure tested to determine air leakage in order to supply conditioned air to the proper location as designed. (Section R403.3.5)

Highlights of New More Significant Local Amendments

- A. No new local amendments are proposed.

15.08.100 Amendments to the International Existing Building Code, 2021 Edition.

ATTACHMENT 2 – SUMMARY OF MODEL CODES CHANGES AND PROPOSED NEW LOCAL TECHNICAL & POLICY AMENDMENTS

The Existing Building Code provides designers for making alterations, remodeling, and maintaining existing buildings with alternate paths for compliance. The Village will be adopting it to assist with the review of plans and inspections for existing buildings.

Highlights of Changes from Existing Model Code to Proposed Model Code

1. No new significant Model Code changes.

Highlights of New More Significant Local Amendments

- A. No new local amendments are proposed.

15.08.110 Amendments to the International Swimming Pool and Spa Code, 2021 Edition

Highlights of Changes from Existing Model Code to Proposed Model Code

1. An additional section has been added, requiring a construction fence to surround the site for an in-ground pool and spas when any excavation occurs until the permanent barrier is completed. (Section 305.1.1).

Highlights of New More Significant Local Amendments

- A. No new local amendments are proposed.

15.08.120 Illinois Accessibility Code, 71 Ill. Admin. Code 400, 2018 or Current Edition

Highlights of Changes from Existing Model Code to Proposed Model Code

1. Not applicable. The Village must adhere to state requirements.

Highlights of New More Significant Local Amendments

- A. No new local amendments are proposed.

ATTACHMENT 2 – SUMMARY OF MODEL CODES CHANGES AND PROPOSED NEW LOCAL TECHNICAL & POLICY AMENDMENTS

CHAPTER 15.16 – FIRE PREVENTION AND LIFE SAFETY CODE

This chapter has been amended to adopt various appendices of the International Fire Code (IFC), 2021 edition, as well as additional standards published by the National Fire Protection Association (NFPA) to use as guidance when installing fire suppression and warning systems in compliance with IFC and the NFPA Life Safety Code, 2024 edition.

15.16.020 Amendments to the International Fire Code (IFC), 2021 Edition

Highlights of Changes from Existing Model Code to Proposed Model Code

1. Adoption of the 2021 IFC will allow the Fire Rescue Department to keep current with changes in newer technology and processes, including mobile food preparation vehicle requirements, Lockdown plans for schools, carbon monoxide detection requirements, solar photovoltaic power system requirements, outdoor assembly event requirements, and on-demand mobile fueling operations.

Highlights of New More Significant Local Amendments

- A. The International Fire Code, 2021 Edition, modified the language regarding food trucks, so there is no need for certain local amendments.
- B. The Fire Code (IFC), 2021 Edition, now allows the use of LP-gas commercial food service appliances for food preparation within food trucks. There is no need for local amendment anymore.
- C. Audible and visual alarm requirements have been added to the residential fire sprinkler systems. The alarm will indicate when water flow is in the system notifying residents to evacuate and those on the exterior that water is flowing in the system.

15.16.030 Amendments to the NFPA 101 Life Safety Code, 2024 Edition

Highlights of Changes from Existing Model Code to Proposed Model Code

1. No new significant Model Code changes.

Highlights of New More Significant Local Amendments

- A. No new local amendments are proposed.

15.16.040 Amendments to the Standards for Installation of Standpipe and Hose Systems, National Fire Protection Association (NFPA) Publication 14, 2024 Edition

Highlights of Changes from Existing Model Code to Proposed Model Code

**ATTACHMENT 2 – SUMMARY OF MODEL CODES CHANGES AND
PROPOSED NEW LOCAL TECHNICAL & POLICY AMENDMENTS**

1. No new significant Model Code changes.

Highlights of New More Significant Local Amendments

- A. No new local amendments are proposed.

15.16.010.A.9. Amendments to the Standards for Installation of Stationary Energy Storage Systems (NFPA) Publication 14, 2024 Edition

With more and more property owners installing stationary energy storage systems, staff recommends that the Village establish standards for the installation of such equipment.

Highlights of Changes from Existing Model Code to Proposed Model Code

1. First year of Village adoption.

Highlights of New More Significant Local Amendments

- A. No local amendments are proposed.

15.16.050. Amendments to Sprinkler Requirements

Highlights of Changes from Existing Model Code to Proposed Model Code

1. Not applicable as these are local code requirements.

Highlights of New More Significant Local Amendments

- A. Any existing commercial building owner that is required to install an automatic fire sprinkler system due to a change in occupancy is eligible to obtain a rebate of the Village's applicable plan review fees, water service tap fee, water meter fee, street replacement fee, and right of way excavation fee. The eligibility is currently set to expire on December 31, 2026. Staff recommends that this date be extended to December 31, 2030, to generally coincide with the Village's adoption of the next future model code series.

15.16.050. Amendments to Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance, May 2024, as amended, or Current Edition

Highlights of Changes to Ordinance

1. Not applicable. The Village must adhere to these regional requirements.

Highlights of New More Significant Local Amendments

- A. No new local amendments are proposed.

POLICY ISSUE	Should the Village begin to require residential fire sprinklers with the construction of new single family residential homes?
BACKGROUND	The Community Development and Fire Departments are preparing to update the Village model code series by replacing the 2015 International Code Series with the 2021 International Code Series. The model codes that serve as the foundation for the Village's building code are updated on a three-year cycle, with the common practice of municipalities updating their codes every six years. Updating the building codes not only provides incremental improvement to safeguards for the health, safety, and welfare of building occupants, but also allows building owners and contractors to take advantage of advancement in construction materials and methods. In May 2019, the Village updated the model building codes by replacing the 2009 edition with the 2015 edition. Since 2009, the International Residential Code (IRC), which is the model building code regulating the construction of single-family structures, has required residential fire sprinklers for new construction of single-family homes. With the adoption of the 2015 IRC, the Village still requires automatic residential fire sprinkler systems in one- and two-family dwellings; however, the Villages provides an exception to this requirement if the applicant chooses to provide more robust building and materials and assemblies to slow the spread of fire. Nearly all applicants choose to provide the more robust building materials and assemblies rather than to provide the automatic residential fire sprinkler system, given they typically install such materials and assemblies given the quality of the homes they construct. We have learned that providing these options has become a safety concern as the model code is written as a package, and some construction requirements within the IRC were reduced due to the expectation of fire sprinklers being installed. Since sprinklers are a requirement of the IRC, a new home built without sprinklers would be compliant with the code, as amended by the Village, but would not be consistent with the standard language and best practices outlined in the IRC.
RESIDENTIAL FIRE SPRINKLER FACTS (PER NFPA AND THE ILLINIOS STATE FIRE MARSHAL)	• Fire sprinklers are individually activated by the heat from a fire, and 90% of fires are stopped by a single sprinkler head. • A residential sprinkler head discharges about 13-14 gallons per minute compared to the fire hose used by firefighters that discharges 175-200 gallons per minute. Sprinklers control fires with approximately 1/10 of the water usage compared to firefighter efforts, thus significantly reducing the amount of water damage resulting from fighting a fire. • Fire sprinklers protect the home automatically. They are linked by a network of piping, primarily a strong, non-combustible pipe, hidden behind walls and ceilings. Most fire sprinkler systems operate off the household water main. • With proper installation, home fire sprinkler systems should not freeze. The sprinkler installation standard (NFPA 13D) sets forth guidelines that prevent pipes from freezing. • Each sprinkler has a temperature-sensitive element. Sprinklers individually activate when the temperature reaches between 135-165 degrees F, controlling the fire so occupants can safely escape. • Smoke, cooking vapors or steam cannot cause the sprinklers to activate. Unlike smoke detectors, sprinklers only operate in response to the high temperature of a fire.
TRENDS	As of 2023, over 120 Illinois communities have adopted fire codes requiring fire sprinklers in newly constructed single-family residences. Some of the communities in our area and their residential sprinkler requirements are listed below:

Community *Northshore Communities noted in red	Residential Sprinkler Required - New	Residential Sprinkler Required - Remodel	Year Adopted
Evanston	✓		2014
Glencoe	✓	✓	2012
Highland Park	✓	✓	2020
Kenilworth	Not required		
Lake Bluff	✓		2007
Lake Forest	✓	✓	2018
Northfield	*		In process
Wilmette	*		In process
Arlington Heights	Not required		
Cook County (Unincorporated)	Not required		
Deerfield	✓		2019
Des Plaines	✓	✓	2005
Glenview	Not required		
Lake County (Unincorporated)	✓		2023
Lincolnshire-Riverwoods	✓		2007
Lincolnwood	✓	✓	2005
Long Grove	✓		1988
Morton Grove	✓		2022
Mount Prospect	✓		2003
Niles	✓		2013
North Maine	✓	✓	2004
Northbrook	✓	✓	2007
Palatine	✓		2018
Park Ridge	✓	✓	2001
Prospect Heights	✓	✓	2006
Skokie	✓	✓	2004
Wheeling	✓	✓	2000

As a point of reference, fire sprinklers have been required in all newly constructed commercial and multi-family residences in Winnetka since 1977.

**POSITIVE
IMPLICATIONS
(PER NFPA AND
THE ILLINIOS
STATE FIRE
MARSHAL)**

- Newer homes tend to have larger open spaces, lightweight construction materials, and furniture made with combustible materials. These factors increase fire spread and lead to homes burning quicker, hotter, and smokier than ever before. Sprinklers help to mitigate these threats that place both homeowners and firefighters at increased risk.
- Sprinklers can reduce the average property loss per home by about 70 percent.
- Smoke alarms are crucial and significantly cut the risk of dying in a home fire; however, they only notify occupants and do not suppress a fire. Home fire sprinklers in coordination with smoke alarms have been proven to protect lives and property against fire. Sprinklers cut the risk of dying in a home fire by 80 percent.
- When one home fire sprinkler goes off, the rest don't follow. Nearly 85 percent of the time, only one sprinkler is activated during a fire. Since sprinklers use significantly less water to suppress a fire than a fire hose, water damage is significantly reduced.
- Avoids a reduction in the Village's ISO rating. (*ISO's Public Protection Classification (PPC) program helps insurance companies measure and evaluate the effectiveness of fire-mitigation services across the United States. The program gathers information about the fire department and uses that information to develop gradings for each community. Most insurers use those gradings in developing premiums for properties in the communities. In general, the price of fire insurance in a community with a good PPC is substantially lower than in a community with a poor PPC, assuming all other factors are equal.*) Building code amendments that weaken provisions of the national code will reduce the points a community can score under the program.
- Reduced insurance premiums. Per ISO, insurers typically grant a discount of up to 13% on the insurance premiums for homes with residential fire sprinkler systems.

NEGATIVE IMPLICATIONS	• Cost - If installed during new home construction, residential fire sprinklers cost an average of \$1.35 to \$1.61 per square foot of sprinklered space. In a new 8,000 sq. ft. home, the cost of sprinkler installation (at \$1.61/sq. ft.) would be estimated at \$12,880. The resident would also be required to install a 1.5” water meter versus the standard 1” meter at an increased cost of \$225. • Maintenance - Residential fire sprinklers require annual maintenance; however, it is minimal. The only testing required on a regular basis is opening the drain/test valve to check the alarm operation. Fire sprinklers should operate properly for 20 years or more with this minimal annual maintenance. • Aesthetics – There is a perception that sprinklers negatively impact the aesthetics of a home’s interior design. However, residential sprinklers are available in a variety of colors to match ceilings and walls. Most can be partially recessed with ¼” to ¾” showing below the ceiling. Concealed models of sprinklers are available allowing the sprinkler head to be hidden by a painted cover plate.
# OF HOMES CONSTRUCTED W/SPRINKLERS BETWEEN 2015 & 2023	• Winnetka Homes – 10 out of 183 new homes, or 5.5% • Unincorporated Cook County Homes served by Winnetka Fire Department – 6 out of 6, or 100%.
OPTIONS	1. Remain status quo. Update the International Residential Code from 2015 to 2021 but amend the residential fire sprinkler requirement to allow newly constructed homes to be built without sprinklers if certain construction criteria are met. 2. Update the International Residential Code from 2015 to 2021 without amending the residential sprinkler requirement, thus require all new single-family homes to be constructed with fire sprinklers.
STAFF RECOMMEND-ATION	Option #2 is recommended by staff as residential fire sprinklers are designed to save lives by controlling fires quickly and allowing occupants time to escape, while also reducing property damage by about 70 percent. They have become the industry standard in our area and would keep the Village in alignment with our neighboring communities. Staff is recommending residential fire sprinklers for new residential construction only and not for residential remodeling.

ORDINANCE NO. MC-08-2024

**AN ORDINANCE AMENDING "THE WINNETKA CODE," AS AMENDED,
TO ADOPT EDITIONS OF VARIOUS INTERNATIONAL CODE COUNCIL CODES
AND NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
CODES AND STANDARDS**

WHEREAS, the Village of Winnetka is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution and the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Village has previously adopted, and has amended from time to time, the 2015/2016 editions of the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Property Maintenance Code, International Existing Building Code, the International Fire Code, and the International Pool and Spa Code, as published by the International Code Council, Inc., and the National Electric Code, Life Safety Code, Standards for Installation of Automatic Sprinkler Systems, Standards for the Installation of Standpipe and Hose Systems, and the National Fire Alarm and Signal Code, Standard for the Installation of Stationary Energy Storage Systems, as published by the National Fire Protection Association ("*NFPA*") (collectively, "*Codes*"); and

WHEREAS, the Village desires to amend "The Winnetka Code," as amended ("*Village Code*"), to adopt more current editions of the Codes (collectively, "*Updated Codes*") and remove duplicative or unnecessary provisions; and

WHEREAS, pursuant to Section 1-3-2 of the Illinois Municipal Code, 65 ILCS 5/1-3-2 and the Village's home rule powers, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to amend the Village Code to adopt the Updated Codes with amendments, as set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as findings of the Village Board.

SECTION 2: GENERAL REQUIREMENTS FOR AUTOMATIC ALARM AND FIRE DETECTION SYSTEMS, AND SMOKE DETECTORS. Section 8.04.010, titled "General requirements for automatic alarm and fire detection systems, and smoke detectors," of Article 8, titled "Health and Safety," of the Village Code is hereby amended to read as follows:

"Section 8.04.010 General requirements for automatic alarm and fire detection systems, and smoke detectors.

- A. Automatic alarm and fire detection systems. All automatic alarm and fire detection systems shall be subject to the provisions of this Chapter 8.04. In addition, all automatic alarm and fire detection systems shall be installed in

accordance with the standards set forth in NFPA Publication 72, National Fire Alarm Code, ~~2016~~ 2022 Edition, in any building used for all occupancies described in subsections (A)(1) through (A)(8) of Section 15.16.050 of this code.

- B. Smoke detectors. Residential smoke detectors shall be supplied and installed in accordance with the "Illinois Smoke Detector Act," 425 ILCS 60/1, et seq., and the International Residential Code, ~~2015~~ 2021 edition.
- C. Exception to fire detection system requirement. No automatic fire detection system shall be required in any room or portion of a building which is equipped with an approved installation of an automatic fire extinguishing system except where it is determined by the Fire Chief that early warning is necessary for life safety.
- D. Emergency key access requirement. The owner of any building or structure that is not a single-family or two-family dwelling and that is protected by an automatic sprinkler system and/or an automatic fire detection system shall purchase, install and maintain an emergency key access system consisting of a locked box of a type and in a location prescribed by the Fire Chief. The key box shall contain:
 - 1. Keys to locked points of ingress whether on the interior or exterior of such building or structure;
 - 2. Keys to locked mechanical equipment rooms;
 - 3. Keys to locked electrical equipment rooms;
 - 4. Keys to elevator controls;
 - 5. Keys to the fire alarm equipment; and
 - 6. Keys to other areas as directed by the Fire Chief.
- E. Emergency key access to gates. Security gates restricting access to private residences shall provide, install and maintain a "Knox" emergency key access system, with either a key box or key switch, allowing first responders access to the property and residence thereon."

SECTION 3: FALSE ALARM FEES. Section 8.04.070, titled "False Alarm Fees," of Article 8, titled "Health and Safety," of the Village Code is hereby amended to read as follows:

"Section 8.04.070 False Alarm Fees.

Any person causing a false alarm of an alarm system, as defined in Section 8.04.020 of this code, shall become obligated to pay a false alarm fee in an amount as follows:

False Alarm Fee Schedule

Number of False Alarms	Police False Alarms (Occurring During a Twelve Month Interval)	Fire False Alarms (Occurring During a (Twelve Month Interval)
1 and 2	No charge	No charge
3 - 5	\$50.00 each	\$50.00 each
6 - 9	\$100.00 each	\$100.00 each
10 and above	\$200.00 each	\$150.00 <u>\$200.00</u> each”

SECTION 4: ADOPTION OF MODEL CODES BY REFERENCE. Chapter 15.08, titled “Adoption of Model Codes by Reference,” of Article 15, titled “Building and Construction,” of the Village Code is hereby amended to read as set forth in ***Exhibit A*** attached to and, by this reference, made a part of this Ordinance.

SECTION 5: FIRE PREVENTION AND LIFE SAFETY CODE. Chapter 15.16, titled “Fire Prevention and Life Safety Code,” of Article 15, titled “Building and Construction,” of the Village Code is hereby amended to read as set forth in ***Exhibit B*** attached to and, by this reference, made a part of this Ordinance.

SECTION 6: EFFECTIVE DATE. This Ordinance shall be in full force and effect 60-days from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 6 of August, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2024.

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 _____,
2024.

Introduced: August 6, 2024

Passed and Approved: _____, 2024

EXHIBIT A

CHAPTER 15.08

MODEL CODES ADOPTED BY REFERENCE

Chapter 15.08

- 15.08.010 Adoption of Model Codes by Reference
- 15.08.020 Amendments to the International Building Code, ~~2015~~ 2021 Edition
- 15.08.030 Amendments to the International Residential Code for One- and Two-Family Dwellings, ~~2015~~ 2021 Edition
- 15.08.040 Amendments to the International Mechanical Code, ~~2015~~ 2021 Edition
- 15.08.050 Amendments to the International Fuel Gas Code, ~~2015~~ 2021 Edition
- 15.08.060 Amendments to the Illinois Plumbing Code, 2014 or Current Edition
- 15.08.070 Amendments to the National Electric Code, ~~2014~~ 2020 Edition
- 15.08.080 Amendments to the International Property Maintenance Code, ~~2015~~ 2021 Edition
- 15.08.090 Amendments to Illinois Energy Conservation Code, ~~2015~~ 2021 or Current Edition
- 15.08.100 Amendments to the International Existing Building Code, ~~2015~~ 2021 Edition
- 15.08.110 Adoption of International Swimming Pool and Spa Code, 2021 Edition
- 15.08.120 Amendments to the State of Illinois Accessibility Code, 2018 or ~~e~~Current ~~e~~Edition.
- 15.08.130 Amendments to Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance, ~~October 2013~~ May 2024, or Current Edition.

Section 15.08.010 Adoption of Model Codes by Reference.

The model codes described in the following subsections A through M are each adopted by reference pursuant to the home rule authority of the Village of Winnetka under Article VII, Section 6 of the State of Illinois Constitution of 1970, and further pursuant to applicable provisions of the Illinois Municipal Code and the Municipal Adoption of Codes and Records Act, 50 ILCS 220/1 through 220/7, except as modified by the exclusions, amendments, and additional provisions set forth in this chapter.

- A. International Building Code, ~~2015~~ 2021 Edition.
- B. International Residential Code for One- and Two-Family Dwellings, ~~2015~~ 2021 Edition.
- C. International Mechanical Code, ~~2015~~ 2021 Edition.
- D. International Fuel Gas Code, ~~2015~~ 2021 Edition.
- E. Illinois Plumbing Code, 77 Ill. Admin. Code 890 et seq., 2014 or Current Edition.
- F. National Electrical Code, ~~2014~~ 2020 Edition (NFPA 70).
- G. International Fire Code, 2015 2021 Edition. (See Chapter 15.16)
- H. International Property Maintenance Code, ~~2015~~ 2021 Edition.
- I. Illinois Energy Conservation Code, ~~2015~~ 2021 or ~~e~~Current ~~e~~Edition.
- J. International Existing Building Code, ~~2015~~ 2021 Edition.
- K. International Swimming Pool and Spa Code, ~~2015~~ 2021 Edition.
- L. Illinois Accessibility Code, 71 Ill. Admin. Code 400 et seq., 2018 or Current Edition.
- M. Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance, ~~July 2014~~ May 2024, as amended, or Current Edition.

Section 15.08.020 Amendments to the International Building Code, ~~2015~~ 2021 Edition.

A. Exclusions. The following provisions of the International Building Code, ~~2015~~ 2021 Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

- 1. 101.4.4 Property maintenance. (See WVC Section 15.08.080.)
- 2. 103-~~Department of Public Safety~~. Code Compliance Agency.
- 3. 105.1.1 Annual permit.

4. 105.1.2 Annual permit records.
5. 105.5 Expiration. (Superseded by Section 15.32.190 of the Village Code.)
6. 105.7 Placement of permit. (Superseded by Section 15.32.180 of the Village Code.)
7. 107.2 Construction documents. (Superseded by Section 15.32.050 of the Village Code.)
8. 107.3.1 Approval of construction documents. (Superseded by Sections 15.32.090 and 15.32.100 of the Village Code.)
9. 109.2 Schedule of permit fees. (Superseded by Section 15.32.020 of the Village Code.)
10. 109.4 Work commencing before permit issuance. (Superseded by Section 15.32.010 of the Village Code.)
11. 109.6 Refunds. (Superseded by Section 15.32.030 of the Village Code.)
12. Chapter 11 Accessibility. (Superseded by adoption of the State of Illinois Accessibility Code, 71 Ill. Admin. Code 400 et seq., 2018 or current edition; See Village Code Sections 15.08.010 and 15.08.120.)
13. 1807.1.4 Permanent wood foundation systems.
14. 1809.12 Timber footings.
15. Chapter 27 Electrical. (Superseded by the adoption of National Electrical Code, ~~2014~~2020 Edition; see Village Code Sections 15.08.010(F) and 15.08.070.)
16. Chapter 29 Plumbing. (Superseded by adoption of State of Illinois Plumbing Code, 2014 or current edition; see Village Code Sections 15.08.010(E) and 15.08.070.)

B. Amendments. The following provisions of the International Building Code, ~~2015~~ 2021 Edition, are amended for adoption by the Village and shall read as follows:

1. 101.1 Title. These regulations shall be part of the Building Code of the Village of Winnetka. As used in the International Building Code, ~~2015~~ 2021 Edition, as adopted and amended by the Village, "this code" shall mean the Building Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Building Code the Village of Winnetka shall be called the "Building Code."

2. 101.4.3 Plumbing. The provisions of the State of Illinois Plumbing Code, 2014 Edition, as adopted by reference as provided in this Chapter 15.08, shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the State of Illinois Plumbing Code 2014 Edition, as adopted by reference as provided in this Chapter 15.08, shall apply to private sewage disposal systems.

Whenever a reference is made to the International Plumbing Code, such reference shall be deemed to refer to the applicable section of the Illinois Plumbing Code, as adopted by the Village of Winnetka.

3. 101.4.4 Property Maintenance. The provisions of the International Property Maintenance Code, ~~2015~~ **2021** Edition, as adopted by reference and amended in this Chapter 15.08, shall apply to certain existing structures and premises, and shall regulate the equipment, light, ventilation, space heating, sanitation, life and fire safety hazards of such structures and premises; and shall define the responsibilities of owners, operators and occupants and occupancy of such existing premises and structures, as provided in Section 15.08.080 of this Chapter.

4. 102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this building code shall be permitted to continue without change, except as is specifically provided in this code, including this building code, the International Existing Building Code and the International Fire Code as adopted by the Village, and except as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

5. 103.1 Creation of enforcement agency. The Department of Community Development created pursuant to Chapter 2.44 of the Village Code is hereby established as the enforcement agency for this building code, and the Director of Community Development shall be known as the building official.

6. 103.2 Appointment. The building official shall be appointed by the Village Manager.

7. 103.3 Deputies. Subject to the approval of the Village Manager, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

8. 104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this building code, the building official shall have the authority to grant modifications for individual cases upon application of the owner or owner's representative, provided the building official shall first find that special individual reasons make the strict letter of this building code impractical and that the modification is in compliance with the intent and purpose of this building code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of actions granting modifications shall be recorded and entered in the files of the Department of Community Development.

9. 105.2 Work exempt from permit. Permits shall not be required for the following work.

a. Building:

i. Painting, papering, tiling, carpeting, cabinets, countertops, and similar finish work.

ii. Construction or installation of temporary motion picture, television, and theater stage sets and scenery. Notwithstanding the foregoing, a film production permit shall be required as provided in Chapter 5.20 of the Village Code.

iii. Prefabricated swimming pools that are accessory to a detached one- or two-family dwelling, as applicable in Section 101.2, and that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.

iv. Swings and other playground equipment accessory to detached one- and two-family dwellings.

b. Electrical: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

c. Mechanical:

i. Portable heating appliances.

ii. Portable ventilation appliances.

iii. Portable cooling units.

iv. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

v. Portable evaporative coolers.

vi. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746W) or less.

vii. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

d. Plumbing:

i. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

ii. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Exemptions from the permit requirements of this Building Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the Village Code or any other laws or ordinances of the Village.

10. 107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this building code, all other applicable provisions of the Village Code, and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the

referenced installation standards in Chapter 9 of the International Building Code, ~~2015~~ **2021** Edition.

11. 113.1 General. The Building and Zoning Board of Appeals created by Section 3.44.010 of the Village Code shall hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this building code. Appeals shall be subject to the provisions of Chapter 15.72 of the Village Code.

12. ~~115.2.1 Stop work order policy~~ **115.2 Stop Work Order Issuance**. The issuance of stop-work orders shall be subject to the enforcement provisions set forth in Chapter 15.04 of the Village Code.

13. 903.3.5 Water supplies. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. of the International Building Code, ~~2015~~ **2021** Edition. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the State of Illinois Plumbing Code, 2014 or current edition. Hydrant water flow data used for the design of any sprinkler system shall be witnessed by the Fire Department and shall be no more than six (6) months old.

14. 903.4.2 Alarms. Approved audible devices shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. An outside audio/visual device shall be provided and shall be located above the fire department connection.

15. 903.4.2.1 Alarm-indicating devices. All sprinklered buildings shall be provided with audio/visual alarm-indicating devices. The alarm-indicating devices shall be of a sufficient number and power to be seen and heard in all areas of the building.

16. 903.4.2.2 Test Valves. Fire sprinkler system inspector test valves shall be accessible at all times and shall be located no more than 6 feet above the finished floor. On multiple riser systems, each test valve shall be marked to identify which riser and area it tests.

17. 903.4.3 Floor control valves. Approved, supervised, indicating control valves shall be provided at the point of connection to the riser on each floor in high-rise buildings. In multiple-story buildings, floor control valves with water flow and tamper switches shall be provided for each floor.

18. 903.6 Safety Factor. Provide a minimum 10% safety factor in the fire protection system hydraulic calculation. The system demand shall be 10% minimum below the seasonal low water flow test supply.

19. 903.7 Hydraulic nameplate. For each hydraulically calculated area, on each drawing, provide a copy of the hydraulic nameplate.

20. 903.8 NFPA standards. The appendices of all NFPA standards are to be considered as part of each standard and are considered a "shall" requirement and not "should" information.

21. 903.9 Fire alarm systems. All fire alarm systems shall be of the addressable type and shall be installed per NFPA 72, ~~2016~~ **2022** Edition.

22. 903.10 Quick-response sprinklers. ~~All office, assembly, and residential buildings and areas, except for one- and two-family residential buildings~~ **Occupancies in Assembly Group A, Business Group B, and Residential Group**, shall be provided with residential and/or quick response sprinklers.

23. 905.3.1 Height. Class III standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access. Notwithstanding the foregoing, standpipes shall be required in all buildings that are more than two (2) stories high and/or more than two (2) stories below grade.

24. 907.2 Where required - new buildings and structures. An approved fire alarm system shall be provided in all use groups. All fire alarm control panels and annunciators shall be installed in locations approved by the Fire Department. All fire alarm panels and annunciators shall be keyed or under a protective plastic lock cover to prevent tampering.

25. 907.2.11.1 Group R-1. Sentence #4. Smoke detectors shall be installed at the top of every stairwell used for exiting.

26. 907.2.11.2(4) Groups R-2, R-3, R-4 and I-1. In the R-Use Groups, smoke detectors shall be installed at the top of every stairwell used for exiting.

27. 1028.5 Access to a Public Way. The exit discharge shall provide a paved direct and unobstructed path to a public way.

28. Section ~~3001.2~~ **3001.3** Referenced standards. Except as otherwise provided for in the code, the design, construction, installation, alteration, repair and maintenance of elevators and conveying systems and their components shall conform to ASME A17.1/CSA B44, ASME A90.1, ASME B20.1, and ALI ALCTV, the provisions of the Illinois Elevator Safety and Regulation Act, 225 ILCS 312/1 et seq. and Part 1000, Chapter II, Title 41 of the Illinois Administrative Code, entitled "Illinois Elevator Safety Rules," are hereby adopted into this Code by this reference.

29. Section ~~3001.3~~ **3001.4** Accessibility. Passenger elevators required to be accessible or to serve as part of an accessible means of egress shall comply with Sections 1009.4 and the Illinois Accessibility Code (71 Ill. Adm. Code 400), current edition.

~~3430. 3009.1~~ **3001.5** Prohibited Operation. The operation of all equipment governed by the provisions of this chapter and hereafter installed, relocated, or altered shall be unlawful by persons other than the installer until such equipment has been inspected and tested as herein required and the AHJ has issued a final certificate of compliance.

~~3531.~~ ~~3009.2~~ **3001.6** Posting Certificates of Compliance: The owner or lessee shall post the current-issued certificate of compliance in a conspicuous place inside the conveyance. A copy of the current issued certificate is acceptable. Please refer to the Illinois Elevator Safety Act.

~~3032.~~ 3002.4 Elevator car to accommodate ambulance stretcher. Where elevators are installed in any building, other than a one- or two-family dwelling, shall provide not fewer than one elevator for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretcher 24 inches by 84 inches with not less than 5-inch radius corners, in an open horizontal position, plus two (2) attendants and their equipment. The elevator car shall be identified by the international symbol for emergency medical services (Star of Life). The symbol shall not be less than 3 inches in height and shall be placed inside on both sides of the hoistway door frame.

~~3433.~~ Section 3004.4 Personnel and material hoist. Add after the last sentence: All miscellaneous hoisting and elevating equipment shall be subjected to tests and inspections as required by the Community Development Director to ensure safe operation.

~~3234.~~ Section 3005.1 Access. Add the following sentence. The approved means are not to be used as a passageway through the space to other areas of the building.

~~3335.~~ Section 3005.4 Machine rooms, control rooms, and machinery spaces. Delete Exception #2.

Section 15.08.030 Amendments to the International Residential Code for One- and Two-Family Dwellings, ~~2015~~ 2021 Edition.

A. Exclusions. The following provisions of the International Residential Code for One- and Two-Family Dwellings, ~~2015~~ 2021 Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. R105.5 Expiration. (Superseded by Section 15.32.190 of this code.)
2. R105.7 Placement of permit. (Superseded by Section 15.32.180 of the Village Code.)
3. R106.2 Site plan **or plot plan**. (Superseded by section 15.32.050 of the Village Code.)
4. R106.3.1 Approval of construction documents. (Superseded by Sections 15.32.090 and 15.32.100 of the Village Code.)
5. R108.2 Schedule of permit fees. (Superseded by Section 15.32.020 of the Village Code.)
6. R108.6 5 Refunds. (Superseded by Section 15.32.030 of the Village Code.)
7. R108.6 Work commencing before permit issuance. (Superseded by Section 15.32.010 of the Village Code.)
8. R109.1.6 Final inspection. (Superseded by Section 15.32.160 of the Village Code.)

9. R110.4 Temporary occupancy. (Superseded by Section 15.36.070 of the Village Code.)

10. R112 Board of Appeals. (Superseded by WVC Chapter 3.44)

11. **R301.1.4 Intermodal Shipping Containers**

~~11~~**12**. R321.2 Platform lifts

~~12~~**13**. R402.1 Wood foundations

~~13~~**14**. R404.2 Wood foundation walls

~~14~~**15**. Part IV - Energy Conservation. (Superseded by Section 15.08.090 of the Village Code)

~~15~~**16**. Part VII — Plumbing. Chapters 25 through 33. (Superseded by Section 15.08.060 of the Village Code)

~~16~~**17**. Part VIII — Electrical. Chapters 34 through 42. (Superseded by Section 15.08.070 of the Village Code)

B. Amendments. The following provisions of the International Residential Code for One- and Two-Family Dwellings, ~~2015~~ **2021** Edition, are amended for adoption by the Village and shall read as follows:

1. R101.1 Title. These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of the Village of Winnetka. As used in the International Residential Code for One- and Two-Family Dwellings, ~~2015~~ **2021** Edition, as adopted and amended by the Village, "this code" shall mean the Residential Code for One- and Two-Family Dwellings of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Residential Code for One- and Two-Family Dwellings of the Village of Winnetka shall be called the "Dwelling Code."

2. R102.7 Existing structures. The legal occupancy of any structure existing on the date of adoption of this Dwelling Code shall be permitted to continue without change, except as is specifically provided in this code, including this Dwelling Code and the International Fire Code, ~~2015~~ **2021** Edition, as adopted by the Village, and except as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

3. R103.1 Creation of enforcement agency. The Department of Community Development, created pursuant to Chapter 2.44 of the Village Code, is hereby established as the enforcement agency for this code, and the Director of Community Development shall be known as the building official.

4. R103.2 Appointment. The building official shall be appointed by the Village Manager.

5. R103.3 Deputies. Subject to the approval of the Village Manager, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors,

plan examiners, and other employees. Such employees shall have powers as delegated by the building official.

6. R105.2 Work exempt from permit. Permits shall not be required for the following work. Exemptions from the permit requirements of this Dwelling Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the Village.

a. Buildings:

i) Painting, papering, tiling, carpeting, cabinets, countertops, and similar finish work.

ii) Construction or installation of temporary motion picture, television, and theater stage sets and scenery. Notwithstanding the foregoing, a film production permit shall be required as provided in Chapter 5.20 of the Village Code.

iii) Prefabricated swimming pools that are accessories to a detached one- or two-family dwelling, as applicable in Section 101.2, and that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.

b. Electrical:

i) Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

c. Mechanical:

i) Portable heating appliances.

ii) Portable ventilation appliances.

iii) Portable cooling units.

iv) Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

v) Portable evaporative coolers.

vi) Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.

vi) Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

d. Plumbing:

i) The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes

necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

ii) The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

7. R112.1 General. The Building and Zoning Board of Appeals created by Section 3.44.010 of the Village Code shall hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this building code. Appeals shall be subject to the provisions of Chapter 15.72 of the Village Code.

8. R114.1 **Authority** ~~Notice to owner~~; stop work orders. The issuance of stop-work orders shall be subject to the enforcement provisions set forth in Chapter 15.04 of the Village Code.

9. R115.4 Prefabricated construction. A certificate of approval by an approved agency shall be furnished with every prefabricated assembly, except where all elements of the assembly are readily accessible for inspection at the site. No element of any prefabricated assembly shall be concealed prior to inspection and approval by the building official. All elements of any prefabricated assembly shall be readily accessible for inspection at the permit site. Prefabricated assemblies shall be inspected at the building site by the building official as required by this code.

10. Section R202 - DEFINITIONS. Add the following definition: ENGINEERED STRUCTURAL COMPONENTS. A prefabricated structural element designed to carry structural loads in the form of a joist, beam, girder, header, wall panel, and/or stud, used in the construction of a dwelling unit, formed primarily by a system of repetitive wood or cold-formed steel framing members. Examples of wood components are: structural composite lumber, glue laminated beams, truss-type open-web or perforated floor joists, I-joists, end-jointed lumber (without HRA adhesive), structural insulated panels, and wood structural panels.

11. Table R301.2(1) Climatic and geographic design criteria. Insert under each category:

Ground snow load	30 lbs./sq. ft.
Wind Speed	90 miles per hour
Wind Design Topographical effects	No
Special Wind Region	N/A
Wind-borne debris zone	N/A
Seismic Design Category	A
Weathering	Severe
Frost Line Depth	42 below grade

Termite Moderate to heavy

Winter Design Temperature for Heating Facilities 91 degrees Fahrenheit to 2 degrees Fahrenheit w/50% humidity

Ice Barrier Underlayment Required Yes

Flood Hazards N/A

Air Freezing Index 2000

Mean Annual Temperature 50 degrees Fahrenheit

12. R302.6.1 Dwelling-garage fire separation. Where attached private garages do not have an automatic sprinkler system, the garage shall be separated from the residence and its attic area by not less than 5/8-inch gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than 5/8 inch (Type C or X) gypsum board or equivalent. Where the separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than 5/8-inch gypsum board or equivalent. The sills of all door openings between private garages and adjacent interior spaces shall be raised not less than six (6) inches above the garage floor.

~~13. R302.12 Draftstopping. In combustible construction where there is usable space both above and below the concealed space of a floor/ceiling assembly, draftstops shall be installed so that the area of the concealed space does not exceed 1,000 square feet (or 500 square feet for non-sprinklered dwelling units). Draftstopping shall divide the concealed space into approximately equal areas. Where the assembly is enclosed by a floor membrane above and a ceiling membrane below, draftstopping shall be provided in floor/ceiling assemblies under the following circumstances:~~

- ~~1. The ceiling is suspended under the floor framing.~~
- ~~2. Floor framing is constructed of truss type open web or perforated members.~~

~~1413. R310.6~~ **R310.7** Alterations or remodels of existing basements. An emergency escape and rescue opening is required when existing basements undergo alterations, remodeling that exceeds 33% of the net basement floor area, or when new sleeping rooms are created.

14. R313.2.2 Outside alarm indicators. An approved audible and visual device, located on the exterior of a one- or two-family dwelling in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

15. R313.23 One- and two-family dwellings additions and alterations. Additions or alterations to existing buildings that are not already provided with an automatic residential

sprinkler system shall provide the following: ~~automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one and two family dwellings.~~

— ~~Exception:~~

— ~~1. An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential fire sprinkler system.~~

— ~~2. An automatic residential fire sprinkler system shall not be required for new buildings when all of the following conditions are met:~~

a. When solid dimensional lumber is used to construct the floor/roof/wall-framing systems (i.e., 2"x members), the framing system shall be protected by at least one layer of 5/8-inch gypsum wallboard on all ceilings and walls.

b. When engineered structural components such as I-joists, glue-laminated lumber, and open-web floor and roof trusses, to construct any portion of a floor/roof/wall-framing system or assembly, the entire framing system shall be protected by at least one layer of 5/8-inch fire code (Type C or X) gypsum wallboard. See the definition of 'Engineered Structural Components' in Chapter 2, Section R202 as amended.

c. Floor framing constructed of combustible truss-type open-web perforated members shall have draftstops installed so the area of concealed space shall not exceed 500 sq. ft., per Section R302.12 - Draftstopping, as amended by this code.

d. Solid wood core doors not less than 1-3/8 inches in thickness or 20-minute rated doors shall be used for doors to bedrooms, dens, studies, offices with closets, mechanical rooms, laundry rooms, and basements.

16. R314.1 General. Smoke alarms shall comply with NFPA 72, Illinois Fire Safety (425 ILCS 60/) Smoke Detector Act, and Section R314. A smoke alarm/detector shall be installed at the top of all interior staircases within a dwelling unit. A smoke alarm/detector shall be installed at the top of a common interior staircase or stairwell when the staircase serves two or more dwelling units.

17. R314.8 Heat Detection. Heat detectors are required to be installed in any integral or attached garage. The heat detector shall receive primary power from building wiring, and when primary power is interrupted, it shall receive power from a battery. The heat detector shall be interconnected with the smoke alarm system in such a manner that activation of one alarm will activate all of the alarms in the individual dwelling.

—~~17~~**18.** R315.1 General. Carbon monoxide alarms shall comply with Illinois Public Safety (430 ILCS 135/) Carbon Monoxide Alarm Detector Act, and Section R315.

19. R316.9 Weather protection. Insulation shall not be installed until the building envelope has been protected from weather.

~~1820.~~ ~~R320.2~~ **R320.3** Access roads. One or two-family dwelling homes with access roads greater than 150 feet (measured from the street access point to the front door of the home) hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus and must comply with the following:

1. The access road must be at least 12 feet wide for emergency vehicle access.
2. If a gate is installed or is going to be installed, it must provide clearance of 12 feet horizontally and 11 feet vertically.
3. If the gate is secured, a Knox gate-and key switch must be installed.
4. The access road shall be engineered to support the superimposed load of a typical emergency response vehicle unless other provisions are made and approved by the Fire Chief.

~~1921.~~ R321.1 Elevators and platform lifts. The design, construction, installation, alteration, repair, and maintenance of limited-use and limited-application elevators, private residence elevators, private residence inclined elevators, and their components shall conform to ASME A17.1/CSA B44 - Part 5, ASME A17.3, and ASME A18.1.

—~~2022.~~ R404.1.2.1 Masonry foundation walls. Concrete masonry and clay masonry foundation walls shall be constructed as set forth in Tables R404.1.1(1), R404.1.1(2), R404.1.1(3), and R404.1.1(4), and shall also comply with the applicable provisions of Sections R606, R607 and R608. In buildings assigned to Seismic Design Categories B, concreted masonry and clay masonry foundation walls shall also comply with Section R404.1.1, but with not less than two (2) Number Five (#5) reinforcement bars placed at the top and bottom of any concrete trench, belle, grade beam or formed foundation wall. Rubble stone masonry foundation walls shall be prohibited.

23. R404.1.3.3.7.9 Steel dowel bars. Provide steel dowel bar anchorage for porch and terrace slabs exceeding 1,000 square feet, concrete or masonry steps and concrete area walls which adjoin foundation walls. For shallow foundations adjacent to a basement and for attached garages, embed four ½ inch round hooked bars, four feet long, into the main wall, two near the top and two near the bottom of the attached wall. For intersecting walls of additions to existing structures, provide ½-inch round bars, 24 inches long, spaced 18 inches on center vertically and embedded not less than 4 inches.”

24. R801.3 Roof drainage. All dwellings shall have a controlled method of water disposal from roofs that will collect and discharge roof drainage to the ground surface not less than 5 feet (1524 mm) from the foundation walls or to an approved drainage system.

~~2125.~~ Appendices Adopted by Reference:

- a. Appendix **A**A: Sizing and Capacities of Gas Piping.

b. Appendix AB: Sizing of Venting Systems Serving Appliances Equipped With Draft Hoods, Category 1 Appliances And Appliances Listed For Use With Type B Vents.

c. Appendix AC: Exit Terminals of Mechanical Draft and Direct-vent Venting Systems.

d. Appendix AF: Radon Control Methods.

e. Appendix AJ: Existing Buildings and Structures.

f. Appendix AO: Automatic Vehicular Gates.

g. Appendix ~~U~~ AT [RE]: Solar Ready Provisions - **Detached One- and Two-Family Dwellings and Townhouses**

Section 15.08.040 Amendments to the International Mechanical Code, 2015 2021 Edition.

A. Exclusions. The following provisions of the 2015 2021 International Mechanical Code are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. 104.4 3 Inspections. (Superseded by Section 15.32.160 of the Village Code.)

2. 106.4.3 Expiration. (Superseded by Section 15.32.190 of the Village Code.)

~~4.3. 106.5.2 Fee schedule.~~ **109.2 Schedule of permit fees** (Superseded by Section 15.32.020 of the Village Code.)

~~3.4. 106.5.1~~ **109.4** Work commencing before permit issuance. (Superseded by Section 15.32.010 of the Village Code.)

~~5. 106.5.3 Fee refunds.~~ **109.6 Refunds** (Superseded by Section 15.32.030 of the Village Code.)

~~6. 106.5.3~~ **113** Means of appeals. (Superseded by WVC Chapter 3.44)

B. Amendments. The following provisions of the 2015 2021 International Mechanical Code are amended for adoption by the Village and shall read as follows:

1. 101.1 Title. These provisions shall be known as the Mechanical Code of the Village of Winnetka. As used in the International Mechanical Code, 2015 2021 Edition, as adopted and amended by the Village, "this code" shall mean the Mechanical Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Mechanical Code of the Village of Winnetka shall be called the "Mechanical Code."

2. 103.1 ~~General.~~ **Creation of Agency.** The Department of Community Development created pursuant to Chapter 2.44 of the Village Code is hereby established as the enforcement agency for this code, and the Director of Community Development shall be known as the building official.

The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

3. 103.2 Appointment. The building official shall be appointed by the Village Manager.

4. ~~409.2~~ **114.1** Membership of board. The Building and Zoning Board of Appeals created by Section 3.44.010 of the Village Code shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this building code. Appeals shall be subject to the provisions of Chapter 15.72 of the Village Code.

5. ~~108.5~~ **116** Stop work orders. The issuance of stop work orders shall be subject to the enforcement provisions set forth in Chapter 15.04 of the Village Code.

6. 301.11 Plumbing connections. Potable water supply and building drainage system connections to equipment and appliances regulated by this code shall be in accordance with the State of Illinois Plumbing Code, 2014 or Current Edition.

7. Chapter 15 Referenced Standards.

a. SIPC-2004, State of Illinois Plumbing Code 2014 or Current Edition.

b. NEC-~~2014~~ **2020**, National Electrical Code ~~2014~~ **2020** Edition.

Section 15.08.050 Amendments to the International Fuel Gas Code, ~~2015~~ **2021 Edition.**

A. Exclusions. The following provisions of the International Fuel Gas Code, ~~2015~~ **2021** Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. 106.5.3 Expiration. (Superseded by Section 15.32.190 of the Village Code.)

2. ~~406.6.2 Fee schedule.~~ **109.2 Schedule of permit fees.** (Superseded by Section 15.32.020 of the Village Code.)

3. ~~406.6.3~~ **109.6** Fee refunds. (Superseded by Section 15.32.030 of the Village Code.)

4. ~~409~~ **113** Means of appeal. (Superseded by WVC Chapter 3.44.)

B. Amendments. The following provisions of the International Fuel Gas Code, ~~2015~~ **2021** Edition, are amended for adoption by the Village and shall read as follows:

1. 101.1 Title. These provisions shall be known as the Fuel Gas Code of the Village of Winnetka. As used in the International Fuel Gas Code, ~~2015~~ **2021** Edition, as adopted and amended by the Village, "this code" shall mean the Fuel Gas Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code and the Fuel Gas Code of the Village of Winnetka shall be called the "Fuel Gas Code."

2. ~~103.1 General.~~ **Creation of Agency.** The Department of Community Development, created pursuant to Chapter 2.44 of the Village Code, is hereby established as the enforcement agency for this code, and the Director of Community Development shall be known as the building official.

3. 103.2 Appointment. The building official shall be appointed by the Village Manager.

4. 103.3 Deputies. Subject to the approval of the Village Manager, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners, and other employees. Such employees shall have powers as delegated by the building official.

~~75. 109.2~~ **114.1** Membership of board. The Building and Zoning Board of Appeals created by Section 3.44.010 of the Village Code shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this building code. Appeals shall be subject to the provisions of Chapter 15.72 of the Village Code.

~~56. 108.4~~ **115.4** Violation penalties. Any person who shall violate a provision of this code or fail to comply therewith or with any of the requirements thereof shall be prosecuted within the limits provided by state or local laws and shall be subject to penalties and fines as provided in Section 15.04.110 of the Village Code.

~~67. 108.5~~ **116** Stop work orders. The issuance of stop-work orders shall be subject to the enforcement provisions set forth in Chapter 15.04 of the Village Code.

8. 624.1.1 Installation requirements. The requirements for water heaters relative to sizing, relief valves, drain pans, and scald protection shall be in accordance with the State of Illinois Plumbing Code, 2014 or current edition.

9. Chapter 8 Referenced Standards.

a. SIPC-2014, State of Illinois Plumbing Code 2014 or current edition. Section 624.1.1

b. NEC-~~2014~~ **2020**, National Electrical Code ~~2014~~ **2020** Edition.

Section 15.08.060 Amendments to the Illinois Plumbing Code

A. Exclusions. The following provisions of the Illinois Plumbing Code, 77 Ill. Admin. Code 890 et seq., 2014 or current edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

B. Amendments. The following provisions of the Illinois Plumbing Code, 77 Ill. Admin. Code 890 et seq., 2014 or current edition, are amended, deleted, or modified for adoption by the Village as follows:

1. Section 890.110, Applicability is amended by adding the following subsection (c):

890.110 (c) General Regulations. Plumbing and drainage systems in all buildings, public and private, shall be installed in accordance with the provisions of this ordinance by

a licensed plumber in accordance with the provisions of the State of Illinois Plumbing License Law. If a plumbing contractor is found to be using unlicensed plumbers, the contractor's plumbing permit for the work on which the plumbing contractor was working may be revoked by the Village of Winnetka.

2. Section 890.120 Definitions is amended by adding the following definition:

"Plumbing Code." The Illinois Plumbing Code, 77 Ill. Admin. Code 890 et seq., as adopted and amended by the Village, shall be known as the Plumbing Code of the Village of Winnetka. As used in the Illinois Plumbing Code, 77 Ill. Admin. Code 890 et seq., as adopted and amended by the Village, the terms "Part" or "this code" shall mean the Plumbing Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code and the Plumbing Code of the Village of Winnetka shall be called the "Plumbing Code."

3. Section 890, Appendix A, Table A, "Approved Materials for Building Sewers" is amended by replacing with the following approved materials:

- a. Cast iron, bell, and spigot with compression joints.
- b. Polyvinyl Chloride (PVC), SDR 26.
- c. Polyvinyl Chloride (PVC) Pipe-, **schedule 40.**

Note: Ductile iron pipe ASTM A377 shall be installed for all new sanitary and storm sewer services that penetrate the foundation wall through a sleeve to the point that the piping is being supported on approved load-bearing soil or compacted fill

4. Section 890, Appendix A, Table A, "Approved Materials for Water Service Pipe" is amended by replacing with the following approved materials:

- a. Copper/Copper Tubing - Type K only - ASTM B 88-2009.
- b. Ductile Iron, Class 55 or greater.

5. Section 890, Appendix A, Table A, "Approved materials for drainage/vent pipe" is amended by deleting PVC pipe with cellular core ASTM F891-2010, ASTM F1760-2011.

56. Section 890.1190 "Water Supply Control Valves and Meter" is amended by revising note a) to read as follows:

a. A full port shut-off valve shall be located near the curb or property line and immediately inside the building, on the inlet and outlet side of the water meter. The inlet side valve shall be a mechanical connection.

C. Additions. The Illinois Plumbing Code, 77 Ill. Admin. Code 890 et seq., is further amended for adoption by the Village by adding the following provisions:

1. WaterSense Devices. Subject to other provisions of the Illinois Plumbing Code, 77 Ill. Admin. Code 890 et seq., and the Lawn Irrigation Contractor and Lawn Sprinkler System Registration Code, 77 Ill. Admin. Code 892 et seq., all new plumbing fixtures and irrigation controllers installed on properties installed after September 1, 2015, being the effective date of this ordinance, connected to the Village water supply system shall bear the WaterSense label (as designated by the United States Environmental Protection Agency WaterSense Program), when such labeled fixtures are available.

2. Inspections Required. All plumbing work shall be subject to the inspection and approval of the Director of Community Development, the plumbing inspector under the supervision of the Director of Community Development, or any other designee of the Director of Community Development. The plumbing contractor shall be on site when the rough plumbing inspection is conducted by the Village. (Prior code § 23.49)

3. Overhead sewers and other protective measures below ground level. All new buildings served by a public or private sewer system and all building additions or remodeling consisting of the addition of plumbing fixtures in basements, floors, rooms or occupancy areas below grade and served by a public or private sewer system shall have overhead plumbing installed for all new connections to the sanitary sewer facilities. (Prior code § 23.50)

Section 15.08.070 Amendments to the National Electric Code, 2014-2020 Edition.

A. Exclusions. The following provisions of the National Electric Code, 2014-2020 Edition, National Fire Protection Association Publication 70, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. Article 230 Part II. - Oversize Service Conductors.
2. Article 320 Armored Cable: Type AC.
3. Article 322 Flat Cable Assemblies: Type FC.
4. Article 324 Flat Conductor Cable: Type FCC.
5. Article 334 Nonmetallic-sheathed Cable: Types NM, and NMC ~~and NMS~~.
6. Article 338 Service-Entrance Cable: Types SE and USE.
7. Article 340 Underground Feeder and Branch-Circuit Cable: Type UF.
8. Article 362 Electrical Nonmetallic Tubing: Type ENT.
9. Article 378 Nonmetallic Wireways.
10. Article 382 Nonmetallic Extensions.
11. Article 388 Surface Nonmetallic Raceways.

12. Article 394 Concealed Knob and Tube Wiring.
13. Article 396 Messenger Supported Wiring.
14. Article 398 Open Wiring on Insulators.
15. Article 547 Agricultural Buildings.
16. Article 550 Mobile Homes, Manufactured Homes, and Mobile Home Parks.
17. Article 551 Recreational Vehicles and Recreational Vehicle Parks.
18. Article ~~553~~**555, Part III** Floating Buildings.
19. Annex H Administration and Enforcement is amended by deleting the following sections:
 - a. 80.2 Definitions. Chief Electrical Inspector.
 - b. 80.15 Electrical Board. Delete subsections (A) (B) (C) (D) (E) (F) and (H).
 - c. 80.19(D) Annual Permits.
 - d. 80.19(F)(3) Inspections.
 - e. 80.19(F)(4) Approvals.

B. Amendments. The following provisions of the National Electric Code, ~~2014~~ **2020** Edition, are amended for adoption by the Village and shall read as follows:

1. 90.0 Title. These provisions shall be known as the Electric Code of the Village of Winnetka. As used in the National Electric Code, ~~2014~~ 2020 Edition, as adopted and amended by the Village, "this code" shall mean the Electric Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Electric Code of the Village of Winnetka shall be called the "Electric Code."

2. ~~200.12~~ **210.11** Branch Circuits Required. Use and Identification of Grounded Conductors, Outlets, Switches and Receptacles. All garage outlets shall be located not less than forty-two (42) inches above the finished floor.

Switches and receptacles in bathrooms shall not be located in a minimum of thirty (30) inches from the inside edge of a tub or shower measured horizontally at the floor line, unless GFCI protected. Lighting fixtures above, or within two feet of the inside of the tub or shower edge, must have GFCI protection.

~~Grounded conductors shall be at least the same size as the ungrounded conductors of the same circuit.~~

3. 210.8(A)(12) Sump pump or ejector pump

Exception to (12): A sump pump or ejector pump installation included with a dedicated single receptacle outlet, sized in accordance with the manufacturer's instructions, which receptacle is located within three feet (3') of the sump pump and is clearly marked "FOR SUMP PUMP USE ONLY"

~~34.~~ 230.1 (A) Services, Scope – Overhead or Exposed Wiring. No overhead or exposed wiring on the exterior of buildings shall be installed except for main service conduits and wiring runs of four feet or less to freestanding cooling units and connections to underground wiring. In all such cases, rigid metal conduit shall be used, except that, where flexible connections are required, liquid tight or flexible metal conduit with a green equipment ground wire may be used.

~~45.~~ **230.2(B)** Alterations to Special Occupancies. When alterations to existing buildings are made, resulting in a change in the number of occupant spaces (or tenant spaces), the following changes shall be made to their services:

a. When existing buildings with additional services are altered from multiple occupancies and combined into one occupant space, all other services shall be removed and reduced to one service.

b. When subdividing existing single-occupant spaces into multiple occupants, each occupant space shall be provided with its own electrical service. Circuits that originally crossed over into adjacent occupancy spaces shall be removed in their entirety within the new space.

~~56.~~ 230.70 Service for New Single-family Dwellings. All new single-family detached dwellings shall have a minimum 200-amp single-phase service with the main disconnect located at the meter and at the main distribution panel.

a. All service conductors shall be installed underground.

b. System design drawings shall be submitted for all services greater than 200 amps at the time of permit application.

c. Half-size breakers are not approved for use in new construction. In existing residential dwelling units half-size breakers are limited to manufacturer's specifications. Half-size breakers shall not be permitted in existing commercial or industrial units.

~~67.~~ 230.43 Wiring Methods for 1000 Volts, Nominal, or Less. Service entrance conductors shall be installed in accordance with the applicable requirements of this code covering the type of wiring methods used and shall be limited to the following methods:

a. Rigid metal conduit (RMC).

b. Intermediate metal conduit (IMC).

c. Rigid nonmetallic conduit (RNC).

~~78.~~ 230.70 (A) (1) Readily Accessible Location. The service disconnecting means shall be installed at a readily accessible location on the exterior of all buildings or structure as determined

prior to installation by the Water and Electric Department. Larger electrical services (over 1,000 amps, 3 Ph) can locate the service disconnecting means on the interior within the main distribution panel or switchgear, so long as an outdoor means of disconnect is still provided for use by the Village (e.g. a 'shunt trip' switch.)

9. 230.11 Service Entrance Conductors. In new one family dwelling construction, the electrical service shall have a minimum rating of 200 amps and an electrical distribution panel sized for 40 circuits. An interior disconnecting means shall be provided in addition to the exterior disconnect. Fuse box pullouts shall not be used as a service disconnect.

Exception: Electric service upgrades in existing one family dwelling shall have a minimum ampere rating and an electrical distribution panel sized for 30 circuits and minimum 100 amps.

~~8~~**10.** 250.64 (A) Aluminum or Copper-Clad Aluminum Conductors. The grounding electrode conductor shall be copper. The use of aluminum or copper clad aluminum for the purpose of grounding is prohibited.

~~9~~**11.** ~~310.16~~ **310.3** Aluminum Conductor Material. No aluminum or copper-clad aluminum wire shall be used.

~~10~~**12.** ~~408.34~~ **408.36** Busbars. Copper bus shall be used in switchboard, panel boards and meter socket enclosures.

~~11~~**13.** 410.16 Luminaries (Fixtures) in Clothes Closets. In dwelling units, all closets that are at least twenty-three (23) inches deep and all utility rooms and pantries, shall be illuminated.

~~12~~**14.** ~~445.18(A)~~ **445.18(B)** Disconnection Signage. When stationary generators are provided and installed remotely from the exterior main means of electrical service disconnect, signage identifying the presence of a generator shall be permanently placed immediately next to the building's main means of electrical service disconnect, meter and switch gear, reading as follows: "WARNING! THIS ELECTRICAL SERVICE IS EQUIPPED WITH AN AUTOMATIC BACKUP GENERATOR. REMOVING THE METER OR DISCONNECTING THE SERVICE MAY CAUSE THE GENERATOR TO START WITHOUT NOTICE. GENERATOR LOCATION INDICATES BELOW [] NORTH, [] SOUTH, [] EAST, [] WEST, DO NOT REMOVE THIS DECAL (Electrical contractor's name and phone number)", or similar wording (or color) as approved by the Fire Code Official. Sign must have a red or orange border and a minimum size is 4" x 6".

~~13~~**15.** 720.12 Low Voltage Wiring. Add new section: Low voltage wiring for residential furnace or HVAC equipment and remote water meter wiring shall be installed in conduit in areas made inaccessible by building construction or where subject to damage.

~~14~~**16.** Annex H Administration and Enforcement, Section 80.15 Electrical Board, Subsection (G) Appeals, is amended to provide:

(G) Appeals - Review of Decisions. Any person, firm, or corporation may register an appeal with the Building and Zoning Board of Appeals for a review of any decision of the Electrical

Inspector, provided that such appeal is made in writing within fifteen (15) days after such person, firm, or corporation shall have been notified. Upon receipt of such appeal, the Building and Zoning Board of Appeals shall, if requested by the person making the appeal, hold a public hearing and proceed to determine whether the action of the Electrical Inspector complies with this law and, within fifteen (15) days after receipt of the appeal or after holding the hearing, shall make a decision in accordance with its findings.

~~15~~**17.** Annex H, Administration and Enforcement, Section 80.27, Inspector's Qualifications, Subsection B(3) and (D) are amended to provide:

80.27(B)(3) Experience. Be well versed in the National Electric Code 2020 Edition and the amendments hereto.

80.27(D) Revocation and Suspension. The Director of Community Development or the Village Manager shall have the authority to revoke or suspend an inspector's authority to conduct inspections.

C. Additions. The National Electric Code, 2020 Edition, is further amended for adoption by the Village by adding the following provisions:

1. Nonconforming Installations. All nonconforming electrical installations or matters discovered or revealed during remodeling, renovation, or other alteration projects, shall be corrected in accordance with this code.

2. Removal of Abandoned Materials. All abandoned wiring, conductors, conduit systems, raceways, junction boxes, electrical devices, electrical materials, equipment, and the like, shall be completely removed prior to a final electrical inspection.

3. Light Switches. Stairways, hallways, passageways, corridors, garages, rooms or other areas with more than one (1) entry shall have a sighting outlet switched from all exits and entries.

4. Materials and Equipment. New materials and/or equipment must be used on all installations.

5. Final Inspections. For final inspection purposes, all light fixtures shall have at least one (1) bulb or lamp in each fixture.

6. Remodeling. Existing wiring, materials and equipment shall be in good condition, without actual or potential hazards or in an unsafe condition. Hazardous or unsafe conditions include, but are not limited to the following: open boxes, unstable raceways, frayed wiring, dried out/flaking insulation on conductors, improper connections, burned or defective contacts, overloaded circuits, insufficient number of circuit breakers/fuses, defective main breaker/bus bar, non-listed or labeled fixtures or devices or other similar unsafe conditions, and shall be replaced, removed or repaired as provided for by the provisions of the code. Unusable electrical systems and devices in good condition, which will provide safe electric service, may remain in place.

7. Smoke Alarms. In addition to other Village requirements pertaining to smoke alarms, the following is required:

a. Any circuit dedicated to a smoke alarm system shall have a "lockout" device installed on the system's circuit protection device to maintain power to the equipment;

b. A separate raceway shall be provided for the system's circuit and detector's control wiring, thereby eliminating the interference of circuit conductors and raceways, which may be installed for other equipment or outlets.

c. Attics and/or closets that contain mechanical equipment, i.e. heating, ventilating, or cooling equipment, shall contain an approved smoke detector.

8. Installation of Electric Services. The Water and Electric Department shall install underground services for all new and modified electrical services. The charge for such service(s) will be in accordance with rates, fees, and charges established from time to time by resolution of the Village Council. The cost of these services must be paid prior to installation. No overhead electrical services shall be installed. Meter pedestals must be installed so that the center of the meter is ~~forty (40)~~ **thirty-six (36)** to forty-eight (48) inches high, as measured from the adjacent finished grade. Electrical services shall be installed to the most proximate point of the primary structure. All other electrical work shall be performed by a licensed electrician.

9. Inspections. All permitted electrical work shall be subject to the inspection and approval of the Director of Community Development or the electrical inspector under the supervision of the Director.

Section 15.08.080 Amendments to the International Property Maintenance Code, ~~2015~~ 2021 Edition.

A. Exclusions. The following provisions of the International Property Maintenance Code, ~~2015~~ **2021** Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. ~~104.3~~ **105.3** Right of entry. (Superseded by WVC Section 15.04.070)

2. ~~111~~ **107** Means of appeal. (Superseded by WVC Chapter 3.44)

3. ~~112.1~~ **110.1** Authority (Superseded by WVC Section 15.04.100)

4. ~~112.2~~ **110.2** Issuance (Superseded by WVC Section 15.04.100)

5. ~~112.3~~ **110.3** Emergencies (Superseded by WVC Section 15.04.100)

6. Section 303 Swimming Pools, Spas and Hot Tubs. (Superseded by **WVC** Sections 15.08.110 and ~~15.44.140~~ of the Village Code)

7. Section 308.3.1 Garbage facilities.

8. Section 309.2 Owner.

9. Section 403.3 Cooking facilities.

10. Section 602.3 Heat supply. Retain text; delete Exception 1 only.

11. Sections 702 through ~~704~~705.

B. Amendments. The following provisions of the ~~2015~~ 2021 Edition of the International Property Maintenance Code are amended for adoption by the Village and shall read as follows:

1. 101.1 Title. These regulations shall be part of the Property Maintenance Code of the Village of Winnetka. As used in the International Property Maintenance Code, ~~2015~~ 2021 Edition, as adopted and amended by the Village, "this code" shall mean the Property Maintenance Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Property Maintenance Code of the Village of Winnetka shall be called the "Property Maintenance Code."

2. 101.3 ~~Intent~~ Purpose. This code shall be construed to secure its expressed intent, which is to ensure public health, safety, and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises to which this code applies. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein. Repairs, alterations, additions to, and change of occupancy in existing buildings shall comply with Title 15 of the Village Code and all other applicable building codes adopted by the Village.

3. 102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code or the Village Code specify different requirements, the most restrictive shall govern.

4. 102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of Titles 15 and 16 of the Village Code, including the procedures and provisions of the model codes adopted by reference pursuant to Chapter 15.08 of the Village Code, and all other applicable sections of the Village Code.

5. ~~102.8~~ 102.9 Requirements not covered by code. Requirements that are necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or that are necessary for the public safety, health and general welfare, but that are not specifically covered by this code, shall be determined by the code official.

6. 103.1 General. The Department of Community Development created pursuant to Chapter 2.44 of the Village Code is responsible for property maintenance inspection and administration and the executive official in charge thereof, also known as the Director of Community Development, shall be known as the code official.

7. 103.2 Appointment. The code official shall be appointed by the Village Manager.

8. 103.3 Deputies. Subject to the approval of the Village Manager and to the provisions of Chapter 2.44 of the Village Code, the code official shall have the authority to appoint one or more

deputy code officials, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the code official.

9. ~~103.5~~ **104** Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be established as provided in Section 15.32.020 of the Village Code.

10. ~~104.2~~ **105.2** Inspections. The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. Such inspections may take place only if a complaint respecting said premises has been received by the code official and such complaint, in the opinion of the said code official, provides reasonable grounds for belief that a violation exists. All reports of such inspections shall be in writing and shall be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority. Nothing in this section shall be construed as prohibiting or otherwise limiting inspections made by the Winnetka Fire Department as part of its regular Fire and Life Safety Code inspection program.

~~1711. 111.1~~ **107.1** ~~Application for appeal~~-General. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Building and Zoning Board of Appeals as provided in Chapter 15.72 of the Village Code.

~~1412. 106.2~~ **109.2** Notice of violation. The code official shall serve a notice of violation or order in accordance with Section ~~107. 111.4~~ of this code and Section 15.04.090 of the Village Code.

~~1213. 106.3~~ **109.3** Prosecution of violation. Any person who violates a provision of this code shall be subject to the enforcement proceedings, as provided in Chapter 15.04 of the Village Code. Any action taken against a property owner by the authority having jurisdiction on such premises shall also be charged against the real estate upon which the structure is located, and shall be a lien against such real estate.

~~1314. 106.4~~ **109.4** Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws and shall be subject to penalties and fines as provided in Section 15.04.110 of the Village Code.

~~1815. 112.4~~ **110.4** ~~Fines; Failure to Comply.~~ Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fee **per Section 15.04.100 of the Village Code** ~~of not less than \$250 nor more than \$750.~~

~~1516. 107.2~~ **111.4.1** Form. All notices required under Section ~~107.1~~ **114.4** shall comply with Section 15.04.090 of the Village Code.

~~1617. 110.2~~ **113.2** Notices and orders. All notices and orders shall comply with Section ~~107~~ **111.4** of this code and with Section 15.04.090 of the Village Code.

~~1418. 107.1~~ **114.4** Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in accordance with Section 15.04.090 of the Village Code and in the manner prescribed in Sections ~~107.2~~ **111.4.1** and ~~107.3~~ **111.4.2** to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with this section ~~Section 108.3~~.

19. 202 General Definitions

HABITABLE SPACE; HABITABLE ROOM. A room or other space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

20. 302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of eight (8) inches. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. All noxious weeds, as defined in Section 8.20.030 (B) of the Village Code, are prohibited and shall be removed or destroyed as provided in said Section 8.20.030 (B).

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. The cost of such removal shall be a lien against the property, to the extent permitted by law. Such lien shall be recorded against the property as provided in Chapter 8.2 of the Village Code.

21. 304.1.1 Unsafe Conditions. The following conditions shall be determined to be unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code, as adopted and amended pursuant to Chapter 15.08 of the Village Code, and with all other applicable provisions of the Village Code. [Paragraphs 1 through 13 of Section 304.1.1 and Exceptions 1 and 2 to Section 304.1.1 are not amended.]

22. 304.2 Protective treatment. All exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks, and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Surfaces designed for stabilization by oxidation are exempt from this requirement.

23. 304.3 Premises identification. See Section 15.44.010C - Supplementary Standards and Requirements for reference to the display of street numbers.

24. 304.13.2 Openable windows. Every window that can be opened, including every window required for ventilation or for emergency ingress and egress, shall be easily openable and capable of being held in position by window hardware.

25. 304.14 Insect screens. Ventilation of commercial food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition. [The Exception to Section 304.14 is not amended.]

26. 305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition.

27. 305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code, as adopted and amended pursuant to Chapter 15.08 of the Village Code or with any other applicable provision of the Village Code, as required for existing buildings: [Paragraphs 1 through 6 of Section 305.1.1 and Exceptions 1 and 2 of Section 305.1.1 are not amended.]

28. 305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Decayed wood and other defective surface conditions shall be corrected.

29. SECTION 308 REFUSE, RUBBISH AND GARBAGE

29. 308.1 Accumulation of refuse, rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of refuse, rubbish and garbage.

30. 308.2 Disposal of refuse and rubbish. Every occupant of a structure shall dispose of all refuse and rubbish in a clean and sanitary manner by placing such rubbish in approved containers that comply with Chapter 8.16 of the Village Code.

31. 308.2.1 Refuse and rubbish storage facilities. The owner of every occupied premises shall supply approved covered containers for refuse, and the owner of the premises shall be responsible for the removal of refuse in accordance with Chapter 8.16 of the Village Code.

32. 308.3 Disposal of garbage and refuse. Every occupant of a structure shall dispose of garbage and refuse in a clean and sanitary manner by placing such garbage or refuse in an approved disposal facility or garbage container that complies with Chapter 8.16 of the Village Code.

33. 308.3.2 Containers. The operator of every establishment that produces garbage or refuse shall provide, and at all times cause to be utilized, approved leakproof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

34. 309.3 Single occupant. The occupant of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.

35. 404.3 Minimum ceiling heights. Exceptions 1 and 2 are deleted.

36. 502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or a water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

37. 502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the Illinois Plumbing Code as adopted and amended pursuant to Chapter 15.08 of the Village Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises that the premises are open to the public.

38. 503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 300 feet from the employees' regular working area. Employee facilities shall either be separate facilities or combined employee and public facilities.

39. 505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to the Village of Winnetka Municipal Water Utility in accordance with Chapter 13.04 of the Village Code. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the State of Illinois Plumbing Code, **2014 or Current Edition.**

40. 506.1 General. All plumbing fixtures shall be properly connected to the Village of Winnetka sanitary sewer system in accordance with Chapter 15.24 of the Village Code.

41. 507.1 General. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall comply with the applicable provisions of Chapter 15.24 and 15.68 of the Village Code. Such drainage shall not be discharged in a manner that creates a public nuisance.

42. 602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 1st through May 31st to maintain a temperature of not less than 68°F in all habitable rooms, bathrooms and toilet rooms.

Exceptions: Exceptions 1 and 2 are deleted.

43. 602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from October 1st through May 31st to maintain a temperature of not less than 68°F (20°C) during the period the spaces are occupied. The provisions of this section shall not apply to processing, storage and operation areas that require cooling or special temperature conditions, or to areas in which persons are primarily engaged in vigorous physical activities. [Exceptions 1 and 2 to Section 602.4 are not amended.]

44. 603.1 Mechanical equipment and appliances. The installation, alteration, repair, and replacement of all mechanical equipment and appliances shall be subject to the provisions of the International Mechanical Code, ~~2015~~ **2021** Edition, as adopted and amended pursuant to Chapter

15.08 of the Village Code. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances, and water heating appliances shall be properly installed and maintained in a safe working condition. They shall be capable of performing the intended function.

45. 604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605. Such an electrical system shall be properly connected to the Village of Winnetka Municipal Electric Utility in accordance with Chapter 13.08 of the Village Code.

46. 604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the National Electrical Code, ~~2014~~ **2020** Edition, as adopted and amended pursuant to Chapter 15.08 of the Village Code. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

47. 701.1 Scope. The minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided, shall be governed by applicable provisions of the Village Code, including the International Fire Code, ~~2015~~ **2021** Edition, and NFPA 101 Life Safety Code, ~~2015~~ **2024** Edition, as said codes are adopted and amended by the Village of Winnetka pursuant to Chapter 15.16 - Fire Prevention and Safety Codes of the Village Code and Chapter 8.04 - Security and Fire Detection Systems of the Village Code, as said chapters are adopted and amended by the Village of Winnetka. In the event of a conflict between these codes, the most restrictive code shall apply.

48. Appendices Adopted by Reference:

a. Appendix A: Boarding Standard.

C. Additions. The International Property Maintenance Code, ~~2015~~ **2021** Edition, is further amended for adoption by the Village by adding the following provisions:

1. 202 General Definitions:

a. REFUSE. All system waste, as defined in Section 8.16.010 of the Village Code, as well as ashes, manure, and yard waste.

b. VILLAGE CODE. The Winnetka Village Code, as published by the Village of Winnetka, including all amendments thereto.

2. 308.3.3 Grease Disposal. All food service establishments and all retail food stores shall dispose of grease as provided in **Chapter 8.12** ~~Section 8.12.010~~ of the Village Code.

3. 309.6 Food Services and Retail Food Stores. All food service establishments and all retail food stores shall comply with the pest control provisions of **Chapter 8.12** ~~Section 8.12.200~~ of the Village Code.

Section 15.08.090 Amendments to Illinois Energy Conservation Code, ~~2015~~ **2021 Edition.**

A. Exclusions. The following provisions of the Illinois Energy Conservation Code (71 Ill. Admin. Code 600), as promulgated by the Illinois Capital Development Board, including the ~~2015~~ **2021** International Energy Conservation Code, and any subsequent amendments adopted by the Capital Development Board thereto, is hereby adopted in its entirety, save and except such portions as are hereinafter excluded or amended.

Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

~~21. 107.1~~ **104.1** Fees. (Superseded by Section 15.32.020 of the Village Code.)

~~32. 107.3~~ **104.3** Work commencing before permit issuance. (Superseded by Section 15.32.010 of the Village Code.)

~~43. 107.5~~ **104.5** Refunds. (Superseded by Section 15.32.030 of the Village Code.)

~~14. 104.3~~ **C105.2.6 and R105.2.5** Final inspection. (Superseded by Section 15.32.160 of the Village Code.)

B. Amendments. The following provisions of the Illinois Energy Conservation Code, ~~2015~~ **2021** Edition, are amended for adoption by the Village and shall read as follows:

1. ~~101.1~~ **101.1** Title. These regulations shall be part of the Building Code of the Village of Winnetka and shall be known as the Energy Conservation Code of the Village of Winnetka. As used in the Illinois Energy Conservation Code, ~~2015~~ **2021** Edition, as adopted and amended by the Village, "this code" shall mean the Energy Conservation Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Energy Conservation Code of the Village of Winnetka shall be called the "Energy Conservation Code."

2. ~~109.108.2~~ **109.2** Stop Work Order - Issuance. The issuance of stop work orders shall be subject to the enforcement provisions set forth in Chapter 15.04 of the Village Code.

3. ~~110.109.4~~ **109.4** Board of Appeals – General. The Building and Zoning Board of Appeals created by Chapter 3.44 of the Village Code shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this building code. Appeals shall be subject to the provisions of Chapter 15.72 of the Village Code.

Section 15.08.100 Amendments to the International Existing Building Code, ~~2015~~ **2021 Edition.**

A. Exclusions. The following provisions of the International Existing Building Code, ~~2015~~ **2021** Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. ~~104.2.1~~ **104.2.2** Preliminary meeting.

2. 104.10.1 Flood hazard areas.

3. 105.1.1 Annual permit.
4. 105.1.2 Annual permit records.
5. 105.5 Expiration. (Superseded by Section 15.32.190 of the Village Code.)
6. 105.7 Placement of permit. (Superseded by Section 15.32.180 of the Village Code.)
7. 106.2 Construction documents. (Superseded by Section 15.32.050 of the Village Code.)
8. 106.3.1 Approval of construction documents. (Superseded by Section 15.32.090 and 15.32.100 of the Village Code.)
9. 108.2 Schedule of permit fees. (Superseded by Section 15.32.020 of the Village Code.)
10. 108.4 Work commencing before permit issuance. (Superseded by Section 15.32.010 of the Village Code.)
11. 108.6 Refunds. (Superseded by Section 15.32.030 of the Village Code.)
12. 112 ~~Board~~ **Means** of Appeals. (Superseded by WVC Chapter 3.44)
13. Section ~~607~~ **406** Electrical. (Superseded by Section 15.08.070 of the Village Code.)
14. Section ~~609~~ **408** Plumbing. (Superseded by Section 15.08.060 of the Village Code.)
15. Section ~~705~~ **306** Accessibility **for Existing Buildings**. (Superseded by adoption of the State of Illinois Accessibility Code, 71 Ill. Admin. Code 400 et seq., 2018 or current Edition; See Village Code Sections 15.08.010 and 15.08.120.)
16. 1501.6.4 Barriers. (See IBC Section 3306.9.1, as amended.)

B. Amendments. The following provisions of the International Existing Building Code, ~~2015~~ **2021** Edition, are amended for adoption by the Village and shall read as follows:

1. 101.1 Title. These regulations shall be part of the Building Code of the Village of Winnetka. As used in the International Existing Building Code, ~~2015~~ **2021** Edition, as adopted and amended by the Village, "this code" shall mean the Building Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Building Code the Village of Winnetka shall be called the "Building Code."

2. 101.6 Appendices. Adopted as part of this code are:

- a. Appendix B - Supplementary Accessibility Requirements for Existing Buildings.
- b. Appendix C - Guidelines for Wind Retrofit of Existing Buildings.
- c. Resource A - ~~Information~~ **Guideline** on Fire ~~Resistance~~ **Ratings** of Archaic Materials and Assemblies.

3. 103.1 Creation of enforcement agency. The Department of Community Development created pursuant to Chapter 2.44 of the Village Code is hereby established as the enforcement agency for this building code, and the Director of Community Development shall be known as the building official.

4. 103.3 Deputies. Subject to the approval of the Village Manager, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners, and other employees. Such employees shall have powers as delegated by the building official.

5. 104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this building code, the building official shall have the authority to grant modifications for individual cases upon application of the owner or owner's representative, provided the building official shall first find that special individual reasons make the strict letter of this building code impractical and that the modification is in compliance with the intent and purpose of this building code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of actions granting modifications shall be recorded and entered in the files of the Department of Community Development.

6. 105.2 Work exempt from permit. Permits shall not be required for the following work.

a. Building:

- i. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- ii. Construction or installation of temporary motion picture, television and theater stage sets and scenery. Notwithstanding the foregoing, a film production permit shall be required as provided in Chapter 5.20 of the Village Code.
- iii. Prefabricated swimming pools that are accessory to a detached one- or two- family dwelling, as applicable in Section 101.2, and that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.
- iv. Swings and other playground equipment accessory to detached one- and two-family dwellings.

b. Electrical:

- i. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

c. Mechanical:

- i. Portable heating appliances.
- ii. Portable ventilation appliances.
- iii. Portable cooling units.

iv. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

v. Portable evaporative coolers.

vi. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.

vii. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

d. Plumbing:

i. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

ii. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

7. Exemptions from the permit requirements of this Building Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the Village Code or any other laws or ordinances of the Village.

8. 112.1 General. The Building and Zoning Board of Appeals created by Section 3.44.010 of the Village Code shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this building code. Appeals shall be subject to the provisions of Chapter 15.72 of the Village Code.

9. ~~115.2.1 Stop work order policy.~~ **114.2 Issuance.** The issuance of stop work orders shall be subject to the enforcement provisions set forth in Chapter 15.04 of the Village Code.

10. ~~410.8.2~~ **306.7.7** Elevators. Altered elements of existing elevators shall comply with the current provisions of the state of Illinois safety codes and standards for elevators and conveyances.

11. ~~410.8.3~~ **306.7.9** Platform lifts. Platform (wheelchair) lifts complying with the current provisions of the state of Illinois safety codes and standards for elevators and conveyances shall be permitted as a component of an accessible route.

12. ~~702.6~~ **702.7** Materials and methods. All new work shall comply with materials and methods requirements in the International Building Code, the International Residential Code, the Illinois Energy Conservation Code, the International Mechanical Code, the International Fuel Gas Code and the State of Illinois Plumbing Code, as amended and adopted by the Village, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component or system in the building.

13. 708.1 Minimum requirements. Level 1 alterations to existing buildings or structures are permitted without requiring the entire building or structure to comply with the energy requirements of the International Energy Conservation Code, as amended by the Illinois Energy Conservation Code.

14. ~~4010.1~~ **1009.1** Increased Demand. Where the occupancy of an existing building or part of an existing building is changed such that the new occupancy is subject to increased or different plumbing fixture requirements or to increased water supply requirements in accordance with the current edition of the State of Illinois plumbing code, the new occupancy shall comply with the intent of the respective provisions of the current edition of the State of Illinois plumbing code.

15. ~~4010.2~~ **1009.2** Food-Handling Occupancies. If the new occupancy is a food-handling establishment, all existing sanitary waste lines above the food or drink preparation or storage areas shall be panned or otherwise protected to prevent leaking pipes or condensation on pipes from contaminating food or drink. New drainage lines shall not be installed above such areas and shall be protected in accordance with the current edition of the State of Illinois Food Code.

16. ~~4010.3~~ **1009.3** Interceptor Required. If the new occupancy will produce grease or oil-laden wastes, interceptors shall be provided as required by the current edition of the State of Illinois Plumbing Code.

17. ~~4012.2.1~~ **1011.2.2** Fire Sprinkler System. Where a change in occupancy classification occurs, that requires an automatic fire sprinkler system to be provided based on the new occupancy in accordance with Chapter 9 of the International Building Code, and in conformance with Section 15.16.050.

18. 1501.2 Storage and placement. Storage and placement of construction equipment and materials shall be in conformance with Section 3306.9.1 of the International Building Code, as amended and adopted by the Village.

Section 15.08.110 Adoption of the International Swimming Pool and Spa Code.

Adoption of code by reference. The provisions of Chapters 1, 2, 3, 7, 8, 9, and 10 of the International Swimming Pool and Spa Code, ~~2015~~ **2021** Edition, published by the International Code Council, Inc., are hereby adopted by this reference, subject only to the additions, deletions, and modifications specifically set forth within this Code.

A. Exclusions. The following provisions of the International Swimming Pool and Spa Code, ~~2015~~ **2021** Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. 104.7 Department records.
2. ~~405.5~~ **105.4.3** Expiration. (Superseded by Section 15.32.190 of the Village Code.)
3. ~~405.6~~ **108** Fees. (Superseded by Section 15.32.020 of the Village Code.)
4. ~~405.6.3~~ **108. 6** Fee refunds. (Superseded by Section 15.32.030 of the Village Code.)

5. Section ~~108~~ **111** Means of Appeals. (Superseded by WVC Chapter 3.44)

B. Amendments. The following provisions of the International Swimming Pool and Spa Code, ~~2015~~ **2021** Edition are amended for adoption by the Village and shall read as follows:

1. 101.1 Title. Insert "the Village of Winnetka, Cook County, Illinois" for "[name of jurisdiction]".

2. 101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, renovation, replacement, repair and maintenance of residential swimming pools and residential spas. The pools and spas covered by this code are either permanent or temporary, and shall be only those that are designed and manufactured to be connected to a circulation system and that are intended for swimming, bathing or wading.

3. 102.7.2 Illinois Plumbing Code. Whenever a reference is made to the International Plumbing Code, such reference shall be deemed to refer to the applicable section of the Illinois Plumbing code, as adopted by the Village of Winnetka.

4. 103.1 Creation of enforcement agency. The Department of Community Development created pursuant to Chapter 2.44 of the Village Code is hereby established as the enforcement agency for this building code, and the Director of Community Development shall be known as the building code official.

5. 107.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor. If the notice of violation is not complied with, the Code Official may institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises may be charged against the real estate upon which the structure is located and may be a lien upon such real estate.

6. 107.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws and shall be subject to penalties and fines as provided in Section 15.04.110 of the Village Code.

7. Section 202 Definitions. Add: "Private swimming pool" means a man-made rigid or semi-rigid receptacle for water having a depth at any point greater than eighteen (18) inches, used or intended to be used for swimming, wading or bathing and constructed, installed or maintained in or above the ground, and which is used exclusively by the owner or occupant of the lot or premises in the Village on which it is located, his or her family and his or her guests.

8. 302.1 Electrical. Electrical requirements for residential swimming pools and residential spas shall be in accordance with the National Electrical Code - NFPA 70, 2014 **2020** Edition, and as applicable in accordance with Section 102.7.

9. 302.2 Water service and drainage. Piping and fittings used for water service, makeup and drainage piping for residential swimming pools and spas shall comply with the State of Illinois Plumbing Code, 2014 or current edition. Fittings shall be approved for installation with the piping installed.

10. 305.1 General. The provisions of this section shall apply to the design of barriers for residential swimming pools and spas. These design controls are intended to provide protection against the potential drowning and near drowning by restricting access to such vessels. These requirements provide an integrated level of protection against potential drowning through the use of physical barriers and warning devices.

Exceptions:

1. Spas and hot tubs with a lockable safety cover that complies with ASTM F 1346.

11. 305.2.1 (5). A fence on an adjoining property or building or existing wall complying with the requirements in this section may be used as part of the enclosure, with the approval of the Community Development Director, if the resultant enclosure is sufficient to make the pool inaccessible to small children. If at any time said existing fence or wall being used as part of the enclosure is removed, the enclosure of the pool shall immediately be made to meet the requirements of the section at the pool owner's expense.

Section 15.08.120 Amendments to the State of Illinois Accessibility Code, 2018 or current Edition.

Adoption of code by reference. The provisions of the Illinois Accessibility Code, 71 Ill. Admin. Code 400 et seq., 2018 or current edition, is hereby adopted by this reference as the Accessibility Code of the Village of Winnetka, subject only to the additions, deletions and modifications specifically set forth within this Code.

A. Exclusions. The following provisions of the Illinois Accessibility Code, 2018 or current edition, are excluded from adoption by the Village:

1. None.

B. Amendments. The following provisions of the Illinois Accessibility Code, 2018 or current edition, are amended from adoption by the Village:

1. None.

Section 15.08.130 Amendments to Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance, ~~October 2013~~ May 2024, as amended, or Current Edition.

A. Amendments. The following provisions of the Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance, ~~October 2013~~ May 2024, as amended, or current edition, are amended for adoption by the Village and shall provide as follows:

1. Section 200.5 Existing structures that do not conform to the requirements of this Ordinance shall not be substantially improved, replaced, or enlarged in any manner unless such substantial improvements, replacements, or enlargements conform to the requirements of this Ordinance.

2. Section 602.1 For substantial improvements to single family homes or a new building or a foundation expansion of an existing building that increases the building footprint by the lesser of either twenty percent (20%) or 2,500 square feet, in aggregate, the proposed lowest floor shall be elevated to at least the FPE in accordance with the requirements specified in §602.8, §602.9, §602.10, and the local municipality's NFIP ordinance. A non-residential new building or a foundation expansion to an existing building that increases the building footprint by the lesser of either twenty percent (20%) or 2,500 square feet may be floodproofed in accordance with the municipality's NFIP ordinance.

3. Section 602.~~32~~³² New building or foundation expansions to existing buildings that increases the building footprint by the lesser of either twenty percent (20%) or 2,500 square feet, in aggregate, or substantial improvements to single family homes, with the lowest floor below the BFE, shall comply with the following:

A. The lowest entry elevation, shall be at or above the FPE;

B. Provide compensatory storage per §602.5 and §602.6 of this Ordinance;

C. Demonstrate that a building, and foundation below the BFE are reasonably safe from flooding per design standards requirements in Technical Bulletin 10-01 issued by FEMA; and

D. Obtain a Letter of Map Revision Based on Fill (LOMR-F) if the building is in the regulatory floodplain. **Projects that obtain a LOMR-F shall maintain compliance with §602.3.C.**

4. Section 602.~~98~~⁹⁸ New structures that are elevated, existing structures that are floodproofed, foundation expansions, or substantial improvements shall:

A. Be anchored to prevent flotation, collapse, or lateral movement;

B. Use flood resistant materials below the FPE;

C. Use construction methods and practices that do not increase the potential for increases in flood damage;

D. Elevate electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities to the FPE or higher;

E. Provide adequate access and drainage; and

F. Provide a backup power source that will activate without human intervention if electricity is required.

B. Definition of Development. The definition of "Development" contained in Appendix A of the Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance, ~~October 2013~~ **May 2024, as amended, or current edition**, is amended for adoption by the Village and shall read as follows:

Development. Any human-induced activity or change to real estate (including, but not limited to, grading, paving, excavation, fill, or mining; alteration, subdivision, change in land use or practice; building; or storage of equipment or materials) undertaken by private or public entities that affects the volume, flow rate, drainage pattern or composition of stormwater or the substantial improvement of an existing building in a Special Flood Hazard Area. The term development shall include redevelopment and shall be understood to not include maintenance, maintenance activities, or demolition. [Compare development with maintenance, maintenance activity, and demolition.]

C. Definition of Substantial Improvement. Appendix A of the Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance, ~~October 2013~~ **May 2024, as amended, or current edition**, is amended for adoption by the Village to include the following definition of "Substantial Improvement"

Substantial Improvement. Determined by the local municipality in accordance with NFIP regulation. FEMA defines substantial improvement as "Any repair, reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which improvement equals or exceeds, individually or in the aggregate, fifty percent (50%) of the fair market value of the building, determined from the equalized assessed value of the building before the start of construction of the improvement. This term includes buildings which have incurred "substantial damage", regardless of the actual repair work performed." The term "cost of improvement" includes the market value of volunteer labor and donated materials. The term "cost of improvement" does not, however, include either (a) any project for improvement of a building to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions or (b) any alteration of a historic building or a historic district that will not preclude the building's continued designation as a historic building.

EXHIBIT B

CHAPTER 15.16

FIRE PREVENTION AND LIFE SAFETY CODE

Chapter 15.16

15.16.010 Adoption of codes by reference

15.16.020 Amendments to the International Fire Code, ~~2015~~ 2021 Edition

15.16.030 Amendments to the NFPA 101 Life Safety Code, ~~2015~~ 2024 Edition

15.16.040 Amendments to the Standards for Installation of Standpipe and Hose Systems, National Fire Protection Association (NFPA) Publication 14, ~~2016~~ 2024 Edition

15.16.050 Fire sprinkler requirements

15.16.060 Fire Prevention and Life Safety Agency--Definitions

15.16.070 Permits

15.16.080 Modifications of regulations

15.16.090 Appeals

15.16.100 Violations

15.16.110 Maintenance of buildings

Section 15.16.010 Adoption of codes by reference.

A. Adoption of codes by reference. The model codes described in the following subsections 1 through 8 are each adopted by reference pursuant to the home rule authority of the Village of Winnetka under Article VII, Section 6 of the State of Illinois Constitution of 1970, and further pursuant to applicable provisions of the Illinois Municipal Code and the Municipal Adoption of Codes and Records Act, 50 ILCS 220/1 through 220/7, except as modified by the exclusions, amendments and additional provisions set forth in this chapter.

1. International Fire Code, ~~2015~~ 2021 Edition, including the following:
2. Appendices:
 - a. Appendix B: Fire-Flow Requirements for Buildings.
 - b. Appendix C: Fire Hydrant Locations and Distribution.
 - c. Appendix D: Fire Apparatus Access Roads.

d. Appendix I: Fire Protection Systems - Noncompliant Conditions.

3. National Fire Protection Association (NFPA) 101 Life Safety Code, ~~2015~~2024 Edition.

4. Standards for the Installation of Automatic Sprinkler Systems, National Fire Protection Association (NFPA) Publication 13, ~~2016~~ 2022 Edition.

5. Standards for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies, National Fire Protection Association (NFPA) Publication 13R, ~~2016~~ 2022 Edition.

6. Standards for the Installation of Sprinkler Systems in One-and Two- Family Dwellings and Manufactured Homes, National Fire Protection Association (NFPA) Publication 13D, ~~2016~~ 2022 Edition.

7. Standards for the Installation of Standpipe and Hose Systems, National Fire Protection Association (NFPA) Publication 14, ~~2016~~ 2024 Edition.

8. National Fire Alarm and Signal Code, National Fire Protection Association (NFPA) Publication 72, ~~2016~~ 2022 Edition.

9. Standard for the Installation of Stationary Energy Storage Systems, NFPA 855 2023 Edition.

B. Rules of construction. In the event any provision of the codes adopted by reference in this chapter conflict with state law, with any other ordinance of the Village, or with any other provision of this code, the provision requiring the highest standard for protection of life or property, as determined by the Fire Chief, shall prevail.

Section 15.16.020 Amendments to the International Fire Code, ~~2015~~ 2021 Edition.

A. Exclusions. The following provisions of the International Fire Code, ~~2015~~ 2021 Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. Section ~~108~~ 111 ~~Board~~ Means of Appeals (Superseded by WVC Chapter 3.44.)

2. ~~3404~~ 5704.2.13.1.4 Tanks abandoned in place.

B. Amendments. The following provisions of the International Fire Code, 2015 Edition are amended for adoption by the Village and shall read as follows:

1. 101.1 Title. These regulations shall be known as the Fire Code of the Village of Winnetka. As used in the International Fire Code, ~~2015~~ 2021 Edition, as adopted and amended by the Village, "this code" shall mean the Fire Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Fire Code of the Village of Winnetka shall be called the "Fire Code."

2. 105.3.1 Expiration.

10. An operational permit shall remain in effect until reissued, renewed, or revoked, or for such a period of time as specified in the permit.

11. The length of time during which any construction permit issued for work under the Fire Code remains in effect shall be determined pursuant to Sections 15.32.190 of the Village Code.

~~43.~~ ~~412~~ 110.1 Authority to disconnect service utilities. The fire code official shall have the authority to authorize disconnection of utility service to the building, structure or system in order to safely execute emergency operations or to eliminate an immediate hazard. The fire code official shall notify the serving utility and, whenever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action if not notified prior to disconnection. The owner or occupant of the building, structure or service system shall be notified as soon as practical thereafter.

~~34.~~ ~~411~~ 113.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine in accordance with Section 1.08.010 of the Village Code.

~~— 5. Section 202 General Definitions. Food Truck and Mobile Food Vendor: A vendor with a self-contained food service operation, located in a readily movable motorized wheeled vehicle, towed vehicle or food cart, used to store, prepare, display and/or serve food intended for individual portion service.~~

~~65.~~ 307.4.3 Outdoor fires; outdoor fireplaces, outdoor pizza ovens and fire pits.

a. Outdoor fires in general. All outdoor fires, recreational or otherwise, shall be subject to the following requirements:

i. All outdoor fires shall be under continuous competent supervision.

ii. No outdoor fire, including but not limited to, fires in outdoor fireplaces, outdoor pizza ovens, fire pits and similar devices, shall be used in such a manner or location that it causes any building fire alarm to activate or that it otherwise creates a hazardous or objectionable condition.

iii. All outdoor pizza ovens must be equipped with a chimney with a spark arrestor installed in good working condition.

b. Outdoor fireplaces, outdoor pizza ovens and fire pits. All portable outdoor fireplaces, outdoor pizza ovens, fire pits and similar devices, and all such devices that are permanently installed, shall be located and operated at least fifteen (15) feet from any building. Notwithstanding the foregoing, the operation of a permanent outdoor fireplace, outdoor pizza oven, fire pit or similar device that was lawfully installed before July 17, 2012, shall be permitted, provided that such operation complies with the above Section 307.4.3.a.

c. Authority to extinguish. The code official is authorized to order the extinguishment of any outdoor fire that is not in compliance with this code or that otherwise creates a hazardous or objectionable condition.

C. Additions. The International Fire Code, 2015 2021 Edition, is further amended by adding the following new provisions:

~~1. Section 319 FOOD TRUCK AND MOBILE FOOD VENDOR PREVENTION CODE. Add the following subsections and paragraphs:~~

~~a. 319.1 General Safety. The following requirements shall apply:~~

~~i. Obtain proper permits from the Village.~~

~~ii. A 10# ABC Fire extinguisher is required for all food trucks.~~

~~iii. Workers must be knowledgeable in operations of fire protection systems, utility shut-offs, emergency procedures and access to fire/police.~~

~~iv. A K Type extinguisher is required for any grease cooking operation.~~

~~v. Food truck to provide a 10 foot clearance from all buildings, other vehicles and combustible materials. Variations require approval of a Fire Department Official.~~

~~vi. All exhaust from the truck or generator shall be directed away from and a minimum of 10 feet from any intake, opening or means of egress.~~

~~vii. A fire department access road must be maintained.~~

~~viii. The use of a tent or canopy will require a separate permit.~~

1.b. ~~319.2~~11 Generator safety. The following requirements shall apply:

a. ~~i.~~ All fuel tanks are to be filled to proper capacity for continuous service prior to the start of the event.

b. ~~ii.~~ Generators shall be shut down and cooled prior to refueling.

c. ~~iii.~~ All electrical appliances and generators shall comply with the Electrical Code (NFPA70 - 2014).

d. ~~iv.~~ Generators attached to the vehicles shall be enclosed in a vented housing and away from public access.

e. ~~v.~~ Cords in the walkways or exit paths must be covered to prevent trips/falls.

f. ~~vi.~~ Generators shall be properly grounded.

~~c. 319.3 LPG Gas safety. The following requirements shall apply:~~

~~i. All gas shut-offs shall be readily accessible.~~

- ~~ii. LPG tanks shall be stored in the upright position and secured to prevent from falling over.~~
- ~~iii. All LPG tanks shall be inspected for leaks prior to use.~~
- ~~iv. No LPG tank is permitted to be stored in the vehicle during operations.~~
- ~~v. Tanks stored outside the vehicle should be 10 feet from any building, combustible materials or any other vehicle.~~
- ~~vi. Keep LPG tanks out of direct sunlight and from general public access.~~
- ~~vii. All LPG lines and fittings must be listed for LPG use.~~

2.d. ~~319~~ 319.12 Wood/charcoal cooking. The following requirements shall apply:

- a.i. Wood/charcoal shall be stored not less than 3 feet from cooking area.
- b.ii. Fuel should not be stored near food supply, combustible materials, ignition sources or chemicals.
- c.iii. Ashes must be placed into a closed metal container a minimum of 3 feet from the cooking area.
- d.iv. Ashes shall not be disposed of in public waste containers.

32. 505.3 Premise identification - rear and side access. See Section 15.44.010(C) - Supplementary Standards and Requirement for reference to display of street numbers.

43. ~~806.1.45~~ Storage and display of Christmas trees. Christmas trees stored or displayed for sale shall be outside of buildings at a distance of at least ten (10) feet from any building or structure, except that such trees may be stored closer to a blank masonry wall with the permission of the owner of such wall. No Christmas trees may be stored or displayed within thirty-five (35) feet of any gasoline pump. Trees remaining on hand after December 25th of any year shall be removed from the premises not later than December 31st of the same year.

54. 905.3.1 Applicability of Standpipe and Hose System Regulations. A standpipe and hose system, installed in accordance with the standards set forth in Standard for the Installation of Standpipe and Hose Systems, NFPA Publication 14, ~~2015~~ 2024 Edition, shall be installed in all buildings, other than one- and two-family dwellings, that are more than two stories in height, regardless of the height of any such buildings measured in linear terms, such as feet or meters.

65. 5601.3 Storage and sale of explosives. No person shall have, store, sell, transport or give away to any user or consumer any gunpowder, dynamite, blasting power, nitroglycerine, rocket fuel or any other explosive of like nature, within the limits of the Village, except that this regulation shall not prohibit the storage of loaded shells for small arms nor the hand loading of small arms ammunition for private personal use (but not for resale), or use by law-enforcing agencies.

76. 5601.4 Use of explosives. No person shall use or discharge any gunpowder, dynamite, blasting powder, nitroglycerine, rocket fuel or other explosive of like nature, within the limits of the Village, excepting for blasting operations in accordance with the terms and conditions of a permit to be issued by the fire code official in his or her reasonable discretion.

87. Section 5610 Possession and sales of fireworks prohibited.

a. Possession and Sale Prohibited. No person shall possess, sell, offer for sale, loan or give away, to any retail dealer, consumer or user in the Village, any article or substance of an explosive nature designed or intended to be used as fireworks, including but not limited to any toy pistol, toy gun, toy cannon, blank cartridge, firecracker, sparkler, rocket, torpedo squib or colored fire, except in accordance with a permit for a supervised public display issued by the Village Manager pursuant to rules and regulations adopted by the Council.

b. Use. No person shall use, give away, offer for sale, sell, fire, discharge or set off within the limits of the Village any article, or any substance of any explosive nature, including without limitation blank cartridges, firecrackers, sparklers and colored fire designed or intended to be used as fireworks except in accordance with a permit for supervised public display issued by the Village Manager pursuant to rules and regulations adopted by the Council. Sky lanterns are prohibited to be used within the Village. Storage of fireworks for permitted public display shall be in accordance with the 2015 International Fire Code, 2021 Edition, and shall be limited to a period of not more than fifteen (15) days prior to date of use.

c. Violations and penalties. Any person who violates this section shall be subject to a fine of not less than one hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00).

98. 6109.15 LP-gas cylinder exchange for resale. Add: paragraph 5. The outside storage of LPG containers pending their use, sale, or resale, including containers stored outside as part of a cylinder exchange program, shall not exceed a combined total of 120 gallons (twenty-four 25-pound cylinders) water capacity.

Section 15.16.030 Amendments to the NFPA 101 Life Safety Code, 2015 2024 Edition.

A. Amendments. The following provisions of the NFPA 101 Life Safety Code, 2015 2024 Edition are amended for adoption by the Village and shall read as follows:

1. 1.1.1 Title. The NFPA 101 Life Safety Code, 2015 2024 Edition, shall be known as the Life Safety Code of the Village of Winnetka.

2. 1.3 Application.

1.3.5 3 Restoration of damaged buildings. Whenever any existing building is damaged by fire or other cause to the extent that the cost of restoration to its condition immediately prior to the occurrence shall exceed fifty (50) percent of the cost of the restoration of the entire building new or whenever alterations or additions are made to any existing building which are equivalent to more than fifty (50) percent of the value of such building, the construction or alteration shall include all changes necessary to bring the building into conformity with the Life Safety Code. Costs

determined under this paragraph shall be determined in the same manner such costs are determined for nonconforming buildings under Chapter 17.64 of this code.

3. 7.2.1.4.2.1 Exit Doors. Exit doors shall be installed to swing with exit travel, regardless of the number of persons served, in any building used for an occupancy described in subsection A of Section 15.16.080 of this chapter, except where the Fire Chief has determined that compliance is unreasonably difficult to accomplish and that non-compliance does not pose a life safety hazard.

Section 15.16.040 Amendments to the Standards for Installation of Standpipe and Hose Systems, National Fire Protection Association (NFPA) Publication 14, ~~2016~~ 2024 Edition.

A. Amendments. The following provisions of the Standard for Installation of Standpipe and Hose Systems, National Fire Protection Association (NFPA) Publication 14, ~~2016~~ 2024 Edition are amended for adoption by the Village.

1. Title. The Standard for the Installation of Standpipe and Hose Systems, ~~2016~~ 2024 Edition, also known as NFPA Publication 14, shall be known as Standpipe and Hose System Regulations of the Village of Winnetka.

Section 15.16.050 Fire Sprinkler Requirements.

A. Applicability. Except as provided in Section 15.16.050.B of this code, automatic fire sprinkler systems, installed in accordance with the standards set forth in NFPA Publication 13, Standard for the Installation of Sprinkler Systems, ~~2016~~ 2022 Edition, or alternate similar fire suppression systems as approved by the Fire Chief or his designee, shall be installed in all buildings used for the following occupancies:

1. Assembly occupancy used for gathering together six or more persons;
2. Any occupancy where there is an activity involving the use of flammable liquids or gases or where flammable or combustible finishes are applied;
3. Mercantile occupancy;
4. Institutional occupancy;
5. Multifamily residential occupancy;
6. Educational occupancy;
7. Business occupancy; or
8. Storage occupancy.

B. Exceptions. The requirements of Section 15.16.050.A of this code shall not apply to any building that has same use or occupancy as the use or occupancy that was in existence in the building prior to the effective date of the amendment of this Section being February 15, 1977.

C. Fee rebate. Any building owner, other than a unit of government, who files, during the period beginning January 1, 2016 and ending December 31, ~~2026~~2030, with the Village the permit applications and other submittals necessary to install an automatic fire sprinkler system may obtain a rebate of the Village's applicable plan review fees, water service tap fee, water meter fee, street replacement fees, and right-of-way excavation fee, as those fees may be amended from time to time by the Village Council. Eligible building owners may apply for these fee rebates after the Village Fire Chief or his designee approves the automatic fire sprinkler system installed within the building.

D. Deferred installation of water service. If the installation of a new automatic fire sprinkler system within a building, other than a building owned by a unit of government, requires installation of a new water service line connecting the building to a Village water main, the owner of the building may defer installation of the new water service line subject to, and contingent upon, all of the following conditions:

1. Before installation of the automatic fire sprinkler system, the building owner must execute and deliver to the Village an agreement in a form provided by the Village and providing, among other things, that the building owner must: (a) construct and install the new water service line in accordance with all applicable Village ordinances and other applicable laws within five (5) years after the effective date of the agreement, (b) acknowledge that the Village may revoke and refuse to issue any certificate of occupancy for the building if the building owner fails to comply with any of the provisions of the agreement, and (c) authorize the Village to record the agreement with the Cook County Recorder of Deeds against the property on which the building is located.

2. A certificate of occupancy will not be issued for the building unless and until the building owner installs the automatic fire sprinkler system within the building in accordance with the requirements of Section 15.16.050.A of this code and all plans and other submittals filed with, and approved by, the Village, and this certificate of occupancy shall be subject to completion of the necessary water service line in accordance with the requirements of the agreement described in Section 15.16.050.D.1 of this code.

3. At all times before completion of the new water service line and its approval by the Village in accordance with all applicable Village ordinances and other applicable law, the building must be equipped with a fire alarm system that complies with all Village ordinances and other laws applicable to a building that is not equipped with a fire sprinkler system.

E. Permitted temporary occupancies. A building owner of a building subject to Section 15.16.050.B of this code, may apply to the Village Fire Chief for a temporary certificate of occupancy for a ninety (90)-day use or occupancy of the building that differs from the use or occupancy that was in existence in the building on February 15, 1977. The Village Fire Chief or his designee may issue such a temporary certificate of occupancy without requiring the owner to install a new automatic fire sprinkler system, subject to, and contingent upon, the following conditions:

1. Before commencement of the temporary use or occupancy, the building owner must execute and deliver to the Village an agreement in a form provided by the Village and providing, among other things, that the building owner must: (a) cease the temporary use or occupancy no later than ninety (90) days after the day it commences; and (b) acknowledge that the Village may revoke and

refuse to issue any certificate of occupancy for the building if the building owner fails to comply with any of the provisions of the agreement.

2. Not more than one (1) temporary certificate occupancy may be approved pursuant to this Section 15.16.050.E of this code for the same building in any three hundred sixty-five (365)-day period.

3. If a temporary use or occupancy approved pursuant to this Section 15.16.050.E does not cease within ninety (90) days after it commences: (a) the building owner will be subject to a fine in the amount of \$250.00 for each day that the temporary use or occupancy continues after the expiration of the temporary certificate of occupancy, (b) the Village Fire Chief or his designee may cause the building to be vacated, (c) Section 15.16.050.B of this code will no longer apply to the building, and (d) the Village will not issue any certificate of occupancy for any future use or occupancy of the building unless and until the building owner installs an automatic fire sprinkler system within the building that complies with the requirements of Section 15.16.050.A of this code.

4. No decision by the Village Fire Chief or his designee pursuant to this Section 15.16.050.E may be appealed pursuant to Section 15.16.090 of this code.

F. Terms. The terms used in this section shall have the same meanings as those terms have in the Fire Prevention Code and the Life Safety Code adopted by this chapter.

Section 15.16.060 Fire Prevention and Life Safety Agency--Definitions

For the purpose of administering regulations for the prevention of destructive fires and for safety to life from fires, the Fire Department is designated the Fire Prevention Agency under the Fire Prevention Code and the authority having jurisdiction under the Life Safety Code and the Fire Chief is designated the Chief of the Fire Prevention Agency.

Section 15.16.070 Permits

A. Permits Required. No person shall take or perform any of the actions, or construct, install or alter any building or equipment, for which codes or standards have been adopted as part of the Building Code, Fire Prevention Code or Life Safety Code.

B. Form of Application. Applications for such permits shall be submitted on forms approved and prepared by the Village and shall be filed with the Director of Community Development.

C. Application Review. The Fire Chief shall review all applications for work or equipment that is subject to the provisions of this chapter or subject to any other provision of the Code that is under the direction or administration of the Fire Chief or the Fire Department.

D. Construction Permit Requirements. Any permit issued for construction activity that is subject to the requirements of this chapter shall be subject to all conditions and requirements of this Code that apply to permits issued under the Building Code and Dwelling Code.

Section 15.16.080 Modifications of regulations

The Fire Chief shall have power to modify any of the provisions of this chapter upon application in writing by the owner or lessee, or the duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the provisions of this chapter; provided that, the intent of this chapter shall be observed, public safety secured and substantial justice done. The particulars of such modification when granted or allowed and the decision of the Fire Chief on such modification shall be entered upon the records of the Fire Department and a signed copy shall be furnished to the applicant.

Section 15.16.090 Appeals.

A. Appeal to Village Council. A person who has applied for a permit or received an order from the Fire Chief may take an appeal to the Village Council from a decision of the Fire Chief disapproving or denying an application for a permit, or from an order of the Fire Chief requiring any fire prevention or safety-to-life measures to be taken. The appeal shall be subject to the following conditions:

1. The basis of the appeal shall be a claim that the provisions of the Fire Prevention Code or the Life Safety Code do not apply or that the provisions have been misconstrued or wrongly interpreted.
2. The appeal shall be initiated in writing within thirty (30) days from the date of the Fire Chief's decision or order.
3. The party bringing an appeal to the Village Council shall have the burden of establishing that the Fire Chief's decision or order was in error.

B. Decision on Appeal. The Council, in the exercise of its discretion, may uphold, reverse or modify the requirements of the Fire Chief.

Section 15.16.100 Violations

Any person who shall violate any of the provisions of this chapter or fail to comply with this chapter, or who shall violate or fail to comply with any order of the Fire Chief made under this chapter, or who shall build in violation of any detailed statement of specifications or plans submitted and approved under this code, or any certificate or permit issued under this chapter, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the Village Council or by a court of competent jurisdiction, within the time fixed in this chapter, shall severally for each and every such violation and noncompliance respectively, be guilty of an offense subject to penalty as provided in Section 1.08.010 for violation of this code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

Section 15.16.110 Maintenance of buildings

A. Broken windows, broken plastering, holes in floors, ceilings or combustible hollow partitions or sheathing and furring in any building shall be repaired without delay using an appropriate material of equal fire resistance.

B. Stock and other stored materials shall be kept at least eighteen (18) inches below all ceilings and shall be piled so as not to interfere with the operation of fire doors and so as to maintain adequate aisles.

C. In buildings equipped with automatic sprinklers, stock and other stored material shall be kept at least twelve (12) inches below the sprinkler heads.

D. All stock and other stored material shall be kept in a neat, orderly and compact manner.

E. When stock is dispensed directly from a shipping container and combustible material is used as protective packing, such packing material shall be removed from the container and disposed of in accordance with the provisions of Chapter 8.16 of this code or such container shall be kept closed at all times except with removing stock from such container.



Agenda Item Executive Summary

TITLE: Resolution No. R-65-2024 - Awarding a Contract for a Sanitary Sewer Evaluation Study (Adoption)

PRESENTER: Obaid Khalid

AGENDA DATE: August 6, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village of Winnetka maintains separate sewer systems for stormwater and sanitary waste. The sanitary sewer system is sized and designed for interior building waste only and is not intended to receive and convey large amounts of stormwater associated with severe rain events. Inflow and infiltration of stormwater to the sanitary sewer system can overwhelm the system and lead to basement backups and flooding. Article 8 of the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Watershed Management Ordinance (WMO), commonly known as the Inflow/Infiltration Control Program (IICP), sets out requirements that municipal separate collection systems must manage their systems to reduce or eliminate sources of inflow and infiltration (I/I) to minimize flooding.

EXECUTIVE SUMMARY:

Over the past several years, the Village has conducted three sanitary sewer evaluation studies to investigate the Village sanitary sewer system. These studies are performed to locate defects and identify the rehabilitation strategy, costs, and develop the program that enables the Village to improve its sanitary sewers. Based on past studies finding and recommendations, Village has successfully undertaken these projects including sewer lining of the priority sections, manhole lining and repairs, point repairs, and disconnection of illegal stormwater connection in the identified areas.

The Village of Winnetka solicited proposals from professional engineering firms to provide assistance in performing a sanitary sewer evaluation study of the remaining uninvestigated areas, including data analysis and recommendations to improve and maintain the Village's sanitary sewer system. This program will include the following goals and actions;

1. Manhole investigations, including the visual observation of the interior and exterior of manholes for defects and potential sources of I/I in the sewer system. Observations will be documented, and recommendations will be made to rehabilitate observed manhole deficiencies.
2. Smoke testing of the sanitary sewer and observation for potential inflow of infiltration sources on the Village's sewer system and private sewer laterals. Observations and photos will be documented and categorized as either public or private sources. Recommendations will be made for rehabilitation of observed deficiencies. The results of smoke testing will be used to direct sewer televising.

3. Televising of sewer pipes to identify the condition of structural pipe defects in mainlines, force mains, and service laterals. Observation and video will be documented, and recommendations for point repairs or sewer improvement projects will be made.
4. Dyed water testing helps pinpoint and quantify the cross-connection defects initially identified during the smoke testing. It is a follow-up inspection and will be included in more detailed investigations if needed.

Findings and recommendations from the field investigations will be compiled, and opinions of probable costs will be assigned to establish a sewer system rehabilitation program that will be presented to the Village Council. The findings and recommendations will also be used to establish capital improvement projects for future years. The Village will use this projection and associated costs to develop a long-term budget for sewer system rehabilitation across the remaining areas of the Village.

The completion of this study will complete the Village's commitment to investigating its entire sanitary sewer system. The Village anticipates that this study will extend into to fiscal years 2024 and 2025. The Village has budgeted for this investigation study, the approved FY2024 budget includes \$200,000 in the Sanitary Sewer Fund, Account 540.70.01-670. The 5-year capital program also includes an estimated budget amount of \$100,000 for fiscal year 2025.

The Village received three proposals from qualified firms (Baxter & Woodman, RJN Group, and Gewalt Hamilton). The staff has evaluated these proposals based on the firm's expertise, knowledge, understanding of the project, and experience with similar projects. After careful review and comparison of each proposal, staff believes that RJN Group provided the strongest qualifications, approach, understanding, and fiscally amenable proposal for the work to be performed.

RJN Group performed a similar study for Village in 2017 and has worked with many communities in Northeastern Illinois (including Wilmette, Northfield, Deerfield, Wheeling, and Schaumburg), providing evaluation, design, and investigation studies of the utility pump station projects. RJN Group has over 41 years of collective systems solutions and over 1,900 projects completed successfully. They are considered one of the leading expert firms in sewer studies and I/I investigations;

After selecting the preferred firm based on their qualifications, staff reviewed the proposals provided in a separate sealed envelope. Of the three proposals received, RJN's proposal was the most favorable to the Village. RJN has proposed a fee for the outlined work not to exceed \$297,622.60; a copy of the cost proposal is attached. The total proposal fee for all the responding firms is listed below.

Firm Name	Fee Proposal
RJN Group	\$297,622.60
Gewalt Hamilton	\$336,000.00
Baxter & Woodman	\$474,648.00

RECOMMENDATION:

Consider adopting Resolution R-65-2024 approving a contract with RJN Group for professional engineering services for the "Village of Winnetka Sanitary Sewer Study" to be paid for over two fiscal years FY2024 & FY 2025, for an amount not to exceed \$297,622.60.

ATTACHMENTS:

1. Resolution No. R-65-2024
2. Professional Services Agreement with RJN Group
3. Map of Study Area

**A RESOLUTION APPROVING AN AGREEMENT WITH
RJN GROUP FOR SEWER SYSTEM EVALUATION STUDY**

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

WHEREAS, the Village desires to obtain professional engineering services in connection with the performance of sewer system evaluation surveys, which include manhole investigations, smoke testing, dyed water testing, and televising of certain sewers identified during testing ("***Services***"); and

WHEREAS, the Village anticipates that the Services will be performed over a two-year period through 2025; and

WHEREAS, on June 21st, 2024, the Village requested proposals for the performance of the Services pursuant to the qualifications based selection procedures set forth in State law; and

WHEREAS, RJN Group of Wheaton, Illinois ("***Consultant***") was determined to be qualified, and submitted a proposal to the Village for the performance of the Services in the not to exceed amount of \$297,622.60; and

WHEREAS, the Village has determined that Consultant's proposal to perform the Services best meets the needs of the Village; and

WHEREAS, the Village desires to enter into an agreement with Consultant for the performance of the Services in an amount not to exceed \$297,622.60 ("***Agreement***"); and

WHEREAS, the Village has allocated \$200,000 in its Sanitary Sewer Fund for the Services during the 2024 fiscal year; and

WHEREAS, the Village's 5-year capital program also includes an estimated budget amount of \$100,000 for the Services during the 2025 fiscal year; and

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

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

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

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

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

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

ADOPTED this 6th day of August, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT
FOR SANITARY SEWER EVALUATION STUDY**

THIS AGREEMENT (“Agreement”) is dated as of the 6TH day of August 2024 (**“Effective Date”**) and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (**“Village”**), and **RJN GROUP INC.**, (**“the Consultant”**) (collectively, the **“Parties”**).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village’s statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The Village hereby engages the Consultant to provide all necessary services and to perform the work in connection with the project described as follows: **to perform sanitary sewer evaluation study, including data analysis and provide recommendations to improve the Village sanitary sewer system.** (collectively, the **“Services”**).

B. Services. The Consultant has submitted to the Village a description of the Services to be provided by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (**“Scope of Services”**). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (**“Commencement Date”**). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement but in no event later than July 31, 2025 (**“Time of Performance”**).

D. Reporting. The Consultant will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Consultant; or (ii) create any relationship between the Village and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the Village.

G. Mutual Cooperation. The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the Village may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other the Consultants engaged by the Village.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant will also comply with all conditions of any federal, state, or local grant received by Village or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed **\$297,622.60** ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the Village.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice to the Village of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be.

G. Additional Services. The Village will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Manager after approval in accordance with applicable procedures.

H. No Additional Obligation. The Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the Village's prior written approval. The Consultant will notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the Village for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, then, immediately upon notice from the Village, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the Village determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the Village has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the Village by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be

performed under this Agreement will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the Village to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* *The Consultant* represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

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

G. No Default. The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the Village (10 days' written notice in the event of cancellation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the Village will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***“Event of Default”***), and fails to cure any the Event of Default within ten days after the Consultant’s receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the Village may pursue the following remedies:

1. Cure by the Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The Village may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys’ fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: James Bernahl
E-mail: JBernahl@winnetka.org

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60650
Attention: Peter M. Friedman
E-mail: peter.friedman@elrodfriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

RJN GROUP, INC.
2655 WARRENVILLE ROAD, SUITE 225
DOWNERS GROVE, IL, 60515
Attention: TOM ROMZA, PE
Email: tom.romza@rjnmail.com

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Corporate Authorities.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Lake County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Lake County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits **A** and **B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 6, 7, and will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL



FEE PROPOSAL

PRICING

Pricing for the 2024 Winnetka SSES project is as follows:

Pricing Terms for Invoicing: Unit Price/ Lump Sum, Percent Complete

Not-To-Exceed Total Cost: \$297,622.60

Cost Schedule

Task	Unit Price	Quantity	Fee
Project Management, Meetings, and Mobilization		Lump Sum	\$12,000.00
Manhole Inspections	\$145/MH	463 MHs	\$67,135.00
Smoke Testing	\$0.98/LF	141,720 LF	\$138,885.60
CCTV Management Assistance		Lump Sum	\$10,000.00
CCTV Review	\$0.35/LF	141,720 LF	\$49,602.00
Analysis and Reporting		Lump Sum	\$20,000.00

Proposal Options

1. **Additional Work** – This Proposal can be amended to include additional work upon joint approval by the Village and RJN.
2. **Dyed Water Flooding** – Unit costs for Dyed Water Flooding is dependent on the setups required and will be proposed to the Village following Smoke Testing, when the quantity of the setups is determined.

EXHIBIT B

INSURANCE COVERAGES

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

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

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

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

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. Village will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify Village as follows: Village of Winnetka, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Village, the following parties will be named as additional insured on the following policies:

Additional Insured

Policy or Policies

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The Village has developed digital map information through Geographic Information Systems Technology ("**GIS Data**") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village will be limited to the scope of the Work that the Consultant is to provide for the Village;
2. **Purpose of GIS Data. The Consultant** will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and
3. **Agreement with Respect to GIS Data.**
 - a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and is the property of the Village;
 - b. **Consent of Village Required. The Consultant** may not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village.
 - c. **Supply to Village.** At the request of the Village, the Consultant will provide the Village with all information that has been developed by the Consultant based on the GIS Data;
 - d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use of the GIS Data; and
 - e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the Village, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village will be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

Exhibit 1

Village of Winnetka
Sanitary Sewer Main Study Areas

Sanitary Sewers

- Year
- 2019 (11,223 lf)
 - 2017 (70,330 lf)
 - 2013 (45,588 lf)
 - Proposed Study Area - 2024 (141,720 lf)
 - Manholes in Proposed Study Area (463)



Date: 6/20/2024



LIMITATION OF LIABILITY: The user agrees that it will at all times indemnify and hold the Village and its officers and employees harmless and free and clear of any liability arising from any act or omission or commission. The Village makes no claim as to the accuracy of this article and its associated data tables and assumes no responsibility for their position or content accuracy. In providing such articles the Village assumes no obligation to assist the user in the use, development, or maintenance of any applications derived from this article. The Village assumes no responsibility for the accuracy of any subsequent copies of this article.



Agenda Item Executive Summary

TITLE: Review of Special Use Process

PRESENTER: David Schoon

AGENDA DATE: August 6, 2024

CONSENT: No

ITEM TYPE: New Business

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

Given recent public comments regarding the Village's role in the review and approval of the zoning relief necessary for the proposed improvements to Centennial Park and Beach, Village staff and the Village Attorney have prepared the attached memorandum summarizing the Village's process and the various roles of the advisory bodies and Village Council (Attachment 1). At the August 6, 2024, Village Council meeting, we plan to review the materials in the memorandum with the Village Council.

RECOMMENDATION:

The materials presented at the August 6, 2024 Village Council meeting is informational. No Council action is required.

ATTACHMENTS:

1. Review of Special Use Process Memorandum - Role of Village Staff, Boards/Commission, & Council in Centennial Park & Beach Zoning Relief Application.



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL

FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR
PETER FRIEDMAN, VILLAGE ATTORNEY

DATE: AUGUST 1, 2024

SUBJECT: REVIEW OF SPECIAL USE PROCESS - ROLE OF VILLAGE STAFF,
BOARDS/COMMISSIONS, AND COUNCIL IN THE CENTENNIAL PARK &
BEACH ZONING RELIEF APPLICATION

INTRODUCTION

Given recent public comments regarding the Village's role in the review and approval of the zoning relief necessary for the proposed improvements to Centennial Park and Beach, Village staff and the Village Attorney have prepared this memorandum summarizing the Village's process and the various roles of the advisory bodies and Village Council. At the August 6, 2024, Village Council meeting, we plan to review the following materials with the Village Council.

WINNETKA PARK DISTRICT AS ZONING ENTITLEMENT APPLICANT

As Council members know, the Winnetka Park District ("WPD") is a separate and distinct governmental entity from the Village of Winnetka government. The WPD Board of Commissioners ("Board") is the governing body of the WPD, which Board members are elected by the residents located within the WPD borders. As a separate governmental body, the Board makes all decisions regarding the WPD's use of the land that it owns, such as Centennial Park and Beach.

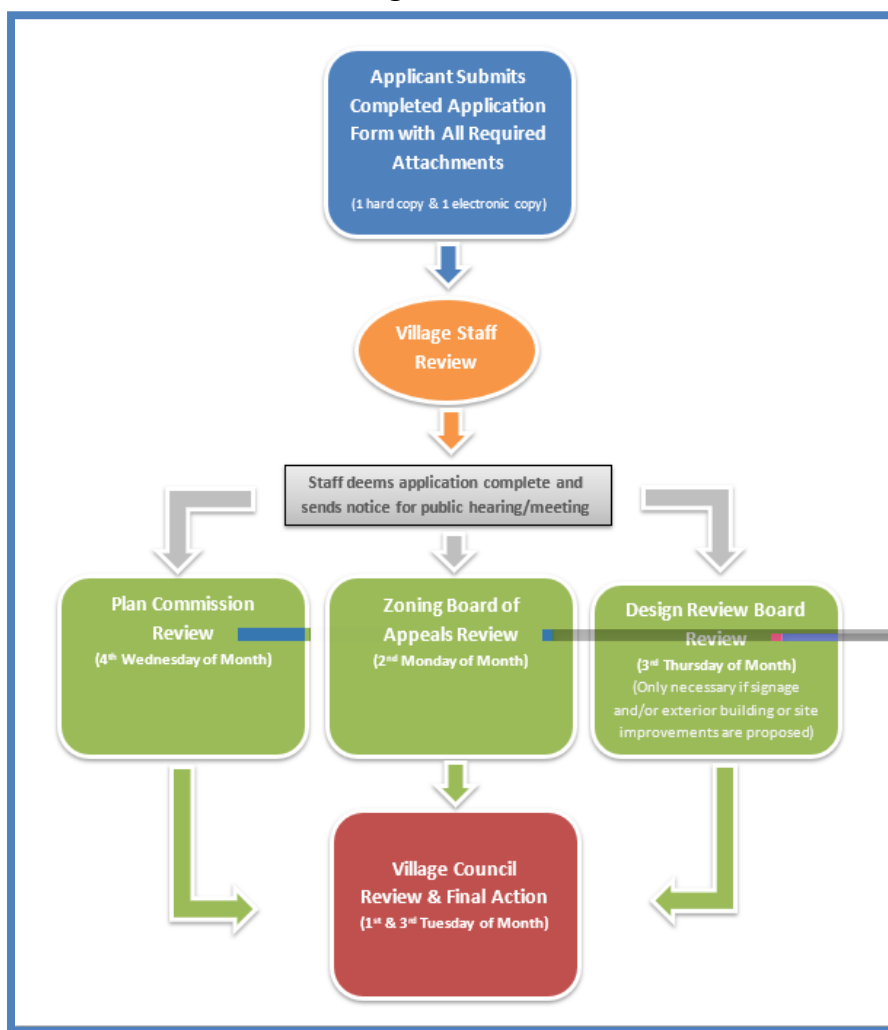
In Winnetka, a park or recreation facility, such as those operated by WPD, are allowed as a special use within any zoning district within the Village. This means any new facility or any major changes to an existing facility, such as with Centennial Beach and Park, requires approval of the proposed use by the Village Council, but not before the Village Council receives recommendations from its advisory bodies - the Plan Commission and the Zoning Board of Appeals. (If physical improvements are proposed to the property, the Design Review Board would also provide a recommendation regarding a certificate of appropriateness for the design of exterior physical improvements.)

The Village Attorney has advised that WPD's request for Village approval will include at least one official public hearing before each of the three advisory bodies. Public notice will be provided for all public hearings. Public hearings are designed to allow the applicant (here, WPD) to present all of its materials and testimony in support of its request, and to allow any other interested persons, including of course Village residents, to provide comments and testimony regarding the

requested zoning relief. The Village Attorney has also explained that it is important for the Council to allow the public hearing process to proceed and to begin Council deliberations only after the public hearings and all testimony before the applicable advisory bodies has been completed and the advisory bodies have made their respective recommendations. This is important to ensure that due process protections are afforded to the WPD and to any other interested parties who provide testimony at the hearings. Accordingly, the Village Attorney recommends against any substantive public discussions by the Council regarding WPD's requested zoning relief until the matter is officially before the Council for consideration.

As with any proposed use, the property owner or an entity with contractual interest in a property and with the property owner's consent ("property owner") has the right to submit an application requesting special use permit approval of a proposed use that is an allowed special use within a particular zoning district. The property owner has the right under our Zoning Ordinance to also request other zoning relief such as zoning variations and exceptions. Once a property owner has submitted such zoning relief applications, the Village has an obligation to process the application according to the rules of procedure established in the Village's Zoning Ordinance. A general flow chart of the review process is provided below.

General Zoning Relief Reviews Process



ZONING RELIEF PROCESS FOR CENTENNIAL PARK AND BEACH

The Park District has chosen to first proceed with a zoning relief application for Centennial Park and Beach, which is allowed since Centennial is a separate legal parcel from Elder Lane Park and Beach. The Park District has submitted a zoning relief application for Centennial Park and Beach, which is under review by staff and the Village's consultants. At the end of June, staff completed its second review of materials submitted by the Park District and provided the Park District staff with comments and informed them that additional information is necessary prior to determining that the application is ready for review by the advisory bodies. In mid-July, the Park District submitted revised plan sheets and some of the revised narrative materials. This week we anticipate receiving additional materials associated with the zoning relief application. Village staff is in the process of reviewing the revised materials to determine if the application is complete and ready for review by the advisory bodies. It is not unusual for a special use permit application involving site improvements to require multiple staff reviews prior to the application being ready for review by the advisory bodies. At this time, the earliest the Zoning Board would begin reviewing this application would be in September.

With any development project there are various types of review – some are administrative reviews handled by staff and as mentioned above, other reviews involve a public review process. If a proposed development is allowed by right and does not require approval of a special use, variation, certificate of appropriateness or other zoning or subdivision entitlement ("zoning entitlement"), the development can proceed to the building permit approval stage, which is administratively handled by staff. At the building permit approval stage, staff determines if the project complies with all requirements of the Village Code, such as storm water detention and drainage requirements, building code requirements, Village utility service requirements, lakefront construction regulations, steep slope regulations, etc., before a building permit can be issued.

If a proposed development does require approval of some type of zoning entitlement relief, during Village staff's review of the zoning entitlement application we will conduct a preliminary review of the project for code requirements to determine if the development should be able to, in general terms, comply with administrative code requirements. Detailed construction plans are not required at this point, but the applicant is required to provide sufficient information so staff can determine that the proposed site layout can be achieved and still comply with other Village regulations as noted above. If after the Village Council approves a special use permit and during the building permit process an applicant changes the design of the project to such an extent that it would be considered a major change, the applicant would need to go through the full special use permit process again prior to the building permit being issued by staff. (Attachment B)

With any proposed development project, the property owner will submit a proposal for the Village's review. If during Village staff's review of a project, staff determines that the project does not comply with Village zoning or subdivision requirements, the applicant:

- a) may seek relief from the requirement, if the Village Code provides for such ability, or

- b) may request that the Village Council amend the Village Code to allow the development as proposed.

During the zoning entitlement process the Village advisory bodies determine if the requested relief is consistent with the applicable Village Code standards. During this process, each advisory body may identify changes to the plans that would be necessary before the body could make a favorable recommendation of the project. Though the advisory body may suggest changes or include conditions with their recommendation, the applicant determines:

- a) if it wishes to make the changes or agree to the conditions of the advisory bodies, or
b) if it would rather move forward to the Village Council with a recommendation of approval with conditions or a recommendation of denial from the advisory body.

In the end, the Village Council will determine if the project as proposed by the applicant is appropriate for the proposed location. Again, the property owner has the right to make requests as it sees fit, and in the end it is within the Council's legislative authority to determine whether to approve the zoning relief requested by the property owner.

Below, please see a matrix summarizing the role of Village staff, each Village advisory body, and the Village Council in the various aspects of Village approval process for the proposed Centennial Park project. Attachment A contains the standards, findings of fact, or criteria that staff, the advisory bodies, or Village Council will use when considering whether to grant approval to the project.

**Involvement of Village Staff, the Village Advisory Bodies, and the Village Council
in the Centennial Park & Beach Project Process**

	Staff	ZBA	PC	DRB	Village Council
Special Use Permit	X	X	X		X
Exceptions – Steep Slope Zoning	X	X	X		X
Variations – Other Zoning (e.g. front yard setbacks)	X	X			X
Certificate of Appropriateness	X			X	X
Lakefront Construction Permit (Lakefront work requiring USACE, IDNR, MWRD, or IEPA permits)	X				
Site Improvement Permit (All other site improvements not requiring lakefront construction permit)	X				

Each advisory body will review the application based upon the applicable standards for that advisory body, which are identified in Attachment A. Their review is based upon these broad standards and not based upon a review of the technical code requirements for such items as the Village's stormwater requirements, building code requirements, lakefront construction approval criteria, or steep slope regulation development standards. Those items are reviewed in detail administratively by staff during the building permit process. As previously stated, if the Village Council were to approve zoning relief for the Centennial Park and Beach improvements and then during the building permit process the WPD changed the design of the project to such an extent that it would be considered a major change, the WPD would need to go through the full special use permit process again prior to the building permit being issued by staff.

Finally, the applicant, in this case the Park District, will be required to submit all required information, analysis, and evaluations for the Village's review. This required information is then evaluated by professional staff, consultants, and the Council to render a decision on the project. The Village would not undertake independent studies, but rather evaluate required information when required for submittal. Also, a construction permit from the Village would not be issued for any of the improvements until after the Village Council granted the applicable zoning relief and then staff and the Village's consultants completed their administrative function of reviewing the permit for compliance with all applicable Village regulations including, but not limited to, the lakefront construction regulations and the steep slope regulations.

ATTACHMENTS

- Attachment A Applicable Standards, Findings of Fact, or Criteria and Standards for Staff, the Advisory Bodies or Village Council for Review of Zoning Applications – Village Code Excerpts
- Attachment B Amendments to Special Use Permits – Major Changes

ATTACHMENT A
**Applicable Standards, Findings of Fact, or Criteria and Standards for Staff, the Advisory
Bodies, or Village Council for Review of Zoning Applications - Village Code Excerpts**

SPECIAL USE STANDARDS

– APPLICABLE TO PLAN COMMISSION AND ZONING BOARD OF APPEALS

Section 17.56.120 Standards for Granting of Special Use Permits.

A. General Standards for the Granting of Special Use Permits. No special use permit shall be granted unless it is found:

1. 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;
2. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. 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;
5. That adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the special use exist or are to be provided;
6. That the special use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes. In the event that the application for special use permit involves a request for variation from the terms of this title, such request, subject to required notification procedures, may be considered at the same public hearing at which the proposed special use is reviewed by the Board of Appeals.

VARIATION STANDARDS

– APPLICABLE TO ZONING BOARD OF APPEALS & VILLAGE COUNCIL

Section 17.60.050 Standards for Granting Variations.

C. Variation Standards for Zoning Board of Appeals and Zoning Administrator. The Zoning Board of Appeals shall not grant a standard variation, and the Zoning Administrator shall not grant a minor variation, unless the Board or the Zoning Administrator, as the case may be, makes an affirmative finding, based on evidence in the record or in a public document, that the variation requested is in harmony with the general purpose and intent of the Zoning Ordinance and that each of the eight conditions on which evidence is required pursuant to Section 17.60.050 of this Code has been met in connection with the variation application.

D. Variation Standards for Village Council. The Village Council shall have the discretion to grant variations, without further public hearing, upon finding that the variation requested is in harmony with the general purpose and intent of the Zoning Ordinance and in accordance with general or specific rules contained in this chapter, and upon finding that there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of the provisions or regulations of the Zoning Ordinance; provided that, the passage of any ordinance granting a variation or application for variation that failed to receive a recommendation of approval by the Zoning Board of Appeals shall require the favorable vote of four Village Trustees.

Section 17.60.040 Variation Procedures: Standard and Major Variations.

C. Evidence Required at Hearing. The Zoning Board of Appeals shall require evidence on the following issues:

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

D. Recommendation by the Zoning Board of Appeals. The Zoning Board of Appeals shall not recommend that the Village Council grant a variation unless the Zoning Board of Appeals makes an affirmative finding, based on evidence in the record or in a public document, that each of the foregoing eight conditions is met in connection with the variation application. The findings of the Zoning Board of Appeals shall comply with Section 17.60.050.

CERTIFICATE OF APPROPRIATENESS FINDING OF FACTS

– APPLICABLE TO DESIGN REVIEW BOARD & VILLAGE COUNCIL

Section 15.40.010 Certificate of appropriateness of design.

F. Scope of Hearing, Findings of Fact. At the hearing, the Board shall consider the application materials, including construction documents, and any additional evidence including, in the Board's discretion, testimony given under oath, regarding the following issues:

(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.

I. Denial of Certificate.

1. Criteria. The Board or, where applicable, the Village Council, may deny a request for a certificate of appropriateness of design only upon findings that external architectural features of the proposal when completed will be:

(a) so inconsistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board for the review of such external architectural features and site improvements as to be inappropriate and incompatible with the character of the immediate neighborhood; or

(b) so inappropriate and incompatible with adopted Village plans or public improvements in the immediate neighborhood as to cause substantial depreciation in the effectiveness and value of such plans or improvements; or

(c) so inappropriate and incompatible with the existing character of the immediate neighborhood as to cause substantial depreciation in property values in such neighborhood.

STEEP SLOPE EXCEPTION STANDARDS

- APPLICABLE TO PLAN COMMISSION AND ZONING BOARD OF APPEALS

Section 17.82.110 Exceptions.

If a development that requires a special use permit includes construction activity that does not comply with the requirements of this Chapter, the Village Council may grant exceptions to the regulations set forth in this Chapter as part of granting the special use permit. [Note: This means, the special use standards are used when considering an exception associated with a special use permit request.]

LAKEFRONT CONSTRUCTION APPROVAL CRITERIA

– APPLICABLE TO STAFF’S ADMINISTRATIVE REVIEW FOR PERMITTING.

Section 15.78.080 Criteria for Permit Approval.

The Village Engineer (and, if applicable on appeal, the Village Council) will issue a permit (with or without conditions) only if the following requirements are satisfied:

- A. Permitting Agency Permits. The applicant has received and provided to the Village all required permits for the covered construction from the permitting agencies.
- B. Height. The height of the covered construction and any related structures will be no greater than what is minimally necessary to achieve the intended and proper purpose of the project and to be consistent with the purposes set forth in Section 15.78.010 of this chapter.
- C. Conformity with Code. The covered construction and any related structures comply with all other applicable provisions of the Village Code, including, without limitation, the construction permitting requirements of Chapter 15.32 of this title.
- D. Project Scope. The covered construction and any related structures include only what is minimally necessary to achieve the intended and proper purpose of the project and to be consistent with the purposes set forth in Section 15.78.010 of this chapter.
- E. No Public Safety Hazard. The covered construction and any related structures will not create any public safety hazards, including, without limitation, by unreasonably obstructing or otherwise interfering with ingress or egress to adjacent public beaches or private property.
- F. Interference with Public Safety Operations. The covered construction and any related structures will not block or otherwise unreasonably interfere with the ability of public safety personnel to conduct search and rescue or other public safety operations.
- G. Existing Sight Lines. The covered construction and any related structures will alter existing sight lines along the Lake Michigan shoreline no more than is minimally necessary to achieve the intended and proper purpose of the project and to be consistent with the purposes set forth in Section 15.78.010 of this chapter.

STEEP SLOPE DEVELOPMENT STANDARDS

– APPLICABLE TO STAFF’S ADMINISTRATIVE REVIEW.

Section 17.82.050 Development Standards.

A. Any application for development in the slope impact area will be reviewed by the Director, who will consider such application in light of the standards of this section relating to landscape planning, soil mechanics engineering, hydrology, geology, environmental design, structural and coastal engineering, and structural architecture. The Village recognizes each slope impact area may have different characteristics and features that affect its stability and preservation. Therefore, the Director may determine that certain standards of this Section do not apply to every application. Whenever the Director waives or alters otherwise applicable requirements in this Section, the waiver or alteration will be memorialized in a written decision that provides the rationale for the waiver or alteration. Before the Director finalizes the waiver or alteration, the Director will confer with the Village Manager and the Director of Community Development. The Director will have the authority to determine if the application in its totality satisfies the purposes of this Chapter to a substantial degree without creating an economic hardship as provided in Section 17.82.090.

B. Development standards for the slope impact area are as follows:

(1) Safety control of steep slopes.

- a. The development will not jeopardize slope stability on the subject site or neighboring properties.
- b. Except as necessary for an approved development, no filling, grading, or earth moving is permitted in a slope impact area.
- c. A fence must be erected temporarily along the top edge of the steep slope zone, during any construction or demolition activity in the steep slope zone or adjacent to the steep slope zone.

(2) Construction techniques. All proposed structures must have foundations designed in a manner consistent with sound engineering and geological principals. Additionally, the following techniques must be used to enhance bluff stabilization:

- a. Planning the development to recognize and fit the natural topography, soils, geology, hydrology, and other existing conditions on the proposed sites;
- b. Orienting development so that filling, grading, and earth moving, landscaping and other site preparation is kept to an absolute minimum;
- c. Preserving and enhancing the landscape through minimized disruption of natural terrain and existing vegetation;
- d. Minimizing disruption or alteration of natural drainage ways;
- e. Minimizing the time during which areas are bare and exposed;
- f. Designing and properly locating structures so that the structure's weight does not negatively impact slope stability; and
- g. Considering the effect of undercutting at the base of a slope impact area caused by wave action, storm water flow, erosion, or channel changes.

(3) Hydrological controls.

- a. Natural channels. Natural drainage ways must be preserved to the maximum extent possible.
- b. Controlled runoff. Concentrated runoff from impervious surfaces will be collected and transported in a pipe or other approved manner to a municipal storm sewer system, if available or to the toe of the bluff as determined by the Director.
- c. Water discharge into steep slope. Whenever stormwater is transported across a property for discharge into a steep slope zone, the conveyance pipe material must be installed below ground by directional boring where possible.
- d. Trenching. No pipe can be installed within a steep slope zone by excavating a trench unless such trench is approved by the Director.
- e. Pipe materials. Flexible corrugated pipes may not be used within a slope impact area unless directional boring is found to be infeasible in the sole determination of the Director.
- f. Water Quality. The Director will determine the appropriate water quality requirements for all stormwater that is discharged to Lake Michigan.
- g. Interceptor ditches. When required by the Director pursuant to sound professional engineering principles, interceptor ditches will be established above steep slopes in order that soil will not become saturated and the intercepted water will be conveyed in a pipe or other approved manner to a municipal storm sewer system, if available, or to the toe of the bluff as determined by the Director.
- h. Discharge point stabilization. Natural drainage ways will be stabilized by landscape integration and rip-rap or other means consistent with sound professional engineering practice, to a distance below drainage and culvert discharge points sufficient to convey the discharge without channel erosion and in such a manner as to dissipate the energy of the discharge as approved by the Director.
- i. Energy dissipater. All outflow from a stormwater conveyance pipe must discharge into an energy dissipater.
- j. Early completion. The overall drainage system must be completed and made operational at the earliest possible time during construction, the schedule of which will be approved by the Director.
- k. Impact on adjacent property. The natural or usual flow of surface or subsurface water must not be altered or obstructed in any way by grade changes that may adversely affect the property of another by contributing either to pooling or collection of waters or to the concentration or intensification of surface water discharge. However, development which might otherwise be prohibited hereinabove may be allowed if such waters are properly drained by a pipe or other approved manner to a municipal storm sewer system, if available, or to the toe of the bluff as determined by the Director. All grade changes must comply with the Village Code.

(4) Vegetation and revegetation.

- a. Native vegetation will be maintained to the greatest extent possible within the slope impact area.
- b. Smallest area. At all times, the smallest practical area of raw soil will be exposed for as short a duration of time as practical.

c. Revegetation. A mixed planting of native perennial grasses and woody species with deep root systems will be used to landscape steep slope areas disturbed by construction, demolition or earth moving. When sound engineering practices dictates and when required by the Director, temporary vegetation, or other acceptable cover shall be used to protect areas of raw soils exposed during development and to prevent erosion.

d. Erosion control mat. Temporary erosion control matting properly staked and trenched must be provided over raw soil areas until new vegetation is established.

(5) Filling, grading, and earth moving.

a. Minimum alterations. Filling, grading, and earth moving will be limited to the minimum required for building foundations, driveways, drainage control structures, and immediate yard areas. With the exception of restoration efforts, substantial filling, grading, and earth moving is prohibited.

b. Erosion control. All filling, grading, and earth moving will be accomplished in a manner that will create the lowest possible potential for airborne or waterborne transportation of soil.

c. Soil fill in steep slope zone. All fill in steep slope zone is prohibited, other than back-fill which will be determined by the Director to be necessary for slope stabilization or re-establishment of the steep slope zone as part of general maintenance.

d. Soil fill on table land. In conformance with generally accepted engineering standards, all fill on table land will be stabilized to at least 90% of maximum dry density as determined in ASTM procedure D-1557 or equivalent.

e. Prompt completion. All filling, grading, and earth moving will be accomplished in the shortest practical period of time, the schedule of which will be approved by the Director. All excavated material must be removed from the slope impact area and no temporary or permanent material storage will be permitted within the slope impact area. No existing natural vegetation will be destroyed, removed or disturbed prior to the commencement of development activities.

Attachment B
Amendments to Special Use Permits – Major Changes

“Section 17.56.130 Amendments to Special Use Permits.

- A. Definitions. For purposes of this Section, the following terms are defined as follows:

“Major Change” means any change in the uses, site plan, design details, or operations of an approved special use which is not a Minor Change.

“Minor Change” means any change in the uses, site plan, design details, or operations of an approved special use which is (i) consistent with the standards and conditions applicable to the special use, (ii) does not alter the concept or intent of the special use, and (iii) does not materially:

1. increase the special use’s density;
2. increase the special use’s operational intensity;
3. change programming in a way that alters the fundamental character of the existing special use;
4. change the use or add new uses;
5. increase the extent of the measurement of any applicable bulk regulation;
6. reduce open space;
7. expand, relocate, or add new parking areas;
8. relocate pedestrian walkways or access points;
9. alter alignment of roads, utilities, or drainage; or
10. change or conflict with any standard or condition imposed by the Village Council in approving the special use.