Emails regarding any agenda item are welcomed. Please email contactcouncil@winnetka.org, and your email will be relayed to the Council members. Emails for the Tuesday Council meeting must be received by Monday at 4 p.m. Any email may be subject to disclosure under the Freedom of Information Act.

Winnetka Village Council
RESCHEDULED REGULAR MEETING
Village Hall
510 Green Bay Road
April 4, 2019
7:00 p.m.

AGENDA

1) Call to Order
2) Pledge of Allegiance
3) Quorum
   a) April 9, 2019 Study Session
   b) April 16, 2019 Regular Meeting
   c) May 7, 2019 Regular Meeting
4) Public Comment
5) Reports
6) Approval of Agenda
7) Consent Agenda
   a) Approval of Village Council Minutes
      i) March 12, 2019 Study Session....3
      ii) March 19, 2019 Regular Meeting....7
   b) Approval of Warrant List dated March 15-28, 2019....11
   c) Resolution No. R-30-19 2019: Sidewalk and Curb Replacement Program Contract Award (Adoption)....12
   d) Resolution No. R-33-2019: Approving a Professional Services Agreement with Strand & Associates for Specification of Switchgear and Breakers at Northfield Substation (Adoption)....49
   e) Resolution No. R-34-2019: Approving a Class A-1 Liquor License for FFMM, Inc d/b/a George Trois & Aboyer (Adoption)....85
   f) Resolution No. R-35-2019: Approving 2019 - 2022 Agreement between the Village of Winnetka and the International Association of Firefighters (Adoption)....89

8) Ordinances and Resolutions

a) Ordinance No. MC-1-2019: Commercial District Zoning Ordinance Amendments (Adoption).....157

b) Ordinance No. MC-2-2019: Planned Development Amendments (Public Hearing & Introduction) 184

c) Resolution No. R-32-2019: Approving an IGA with the Village of Glencoe for Fire Inspection Services (Adoption).....224

9) Old Business: None.

10) New Business

a) 1309 Trapp Lane - Variation (Policy Direction).....232

11) Appointments

12) Closed Session

13) Adjournment

NOTICE

All agenda materials are available at villageofwinnetka.org (Government > Council Information > Agenda Packets & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor). Webcasts of the meeting may be viewed on the Internet via a link on the Village's web site: http://www.villageofwinnetka.org/government/village-videos/.

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 – Megan Pierce, at 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

MINUTES
WINNETKA VILLAGE COUNCIL STUDY SESSION

March 12, 2019

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, March 12, 2019, at 7:00 p.m.

1) Call to Order. President Rintz called the meeting to order at 7:00 p.m. Present: Trustees Andrew Cripe, Robert Dearborn, Penny Lanphier, Scott Myers, John Swierk, and Anne Wedner. Absent: None. Also in attendance: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Ben Schuster, Finance Director Tim Sloth, Public Works Director Steve Saunders, Assistant Public Works Director Jim Bernahl, Community Development Director David Schoon, and approximately 13 persons in the audience.

2) Public Comment. Pat Balsamo, 1037 Cherry Street. Ms. Balsamo commended the Park District on the public roll-out of its bluff restoration project; thanked the Village for a fantastic Founder's Day celebration on March 10; and stated the League of Women Voters position regarding the District 36 referendum on the upcoming April 2 ballot.

3) Private Road Policy Discussion. President Rintz explained that this would be a preliminary discussion to find out what the Village's legal obligations and limitations are, and to hear the concerns of residents. He noted that the Ardsley request, which was received last October, will not be addressed at this time, as the Council needs to put the issue into historical and legal context before it can discuss next steps.

   Mr. Saunders reviewed the request from the Ardsley/Pelham Road Association to modify the policy on private streets in the Village. The Ardsley/Pelham residents feel that as taxpayers they should receive the same services related to roads that the rest of Winnetka's residents do, and they also have questions about the upgrading of private streets prior to dedication to the Village.

   Next, Mr. Saunders reviewed the history of private roads in Winnetka, along with the existing policy for dedicating private streets to the Village, which was adopted in 1994. He said the issue of private roads was discussed by the Village Council in 2008-09, but no action was taken. He noted that a major obstacle to dedicating private streets is the requirement for unanimity among the homeowners on the private road to do so.

   The Council discussed some of the reasons why homeowners would want to remain living on a private street: control over the street, discretion over design standards, expenses related to upgrading for dedication. There was also discussion about easements, costs of services per mile of street, cost per mile to convert private roads to public ones, connections to storm sewers, and the potentialy of creating zoning nonconformities on lots adjacent to private roads when they are dedicated to the Village as public streets.

   President Rintz asked Attorney Schuster to explain what the limitations are for the Village to provide services to private roads.

   Attorney Schuster explained that the Illinois Constitution prohibits public bodies from spending public funds on private facilities, although incidental private benefit is permissible

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– as in the case of a public/private partnership. The Village would need to define a public benefit in order to spend public funds on a private road; this could only be determined on a case-by-case basis.

Next, President Rintz invited Finance Director Tim Sloth to give an example of what portion of a private road resident's property tax bill is related to the segment of the private road they own.

Mr. Sloth explained that the private road portion would be approximately 2-3% of the property's Equalized Assessed Value, and that the portion ultimately being paid to the Village is quite small when compared to the overall tax bill.

Trustee Wedner thought the more relevant number is the total tax payment to the Village, since those funds are used on public roads throughout Winnetka. She added that private road residents pay for maintenance on their own street as well as the public streets around them, which should be recognized as an injury of sorts.

Trustee Myers observed that everyone pays to maintain State roads, whether they drive on them or not; and residents of private roads do drive on public roads in theVillage.

Trustee Cripe thought the amount of money spent to maintain the piece of street in front of each house is too small and granular to be used as a basis for making policy decisions about private roads.

President Rintz called for public comment.

Rob Apatoff, 730 Ardsley Road. Mr. Apatoff explained that he only spoke for the Ardsley/Pelham Road Association. He outlined their problem as one of paying more taxes and not enjoying services such as snow plowing and street repair/maintenance. He said private streets add charm and attractiveness to the Village, and his association does not wish to dedicate its street to the Village if it means destroying this charm in the process of bringing it up to a public standard. He said the association's first choice would be to remain private but to receive the same street services other homeowners do.

Trustee Dearborn said the idea of keeping the roads as they are is a good one; however, the question is how the Village would justify taking on the maintenance of private streets. President Rintz added that this was not included in the 2019 Annual Budget.

The Council discussed the concept of amending the private road policy, and it was agreed that the Council needs to gather more information about maintenance costs and tax dollar amounts before an in-depth conversation can take place.

President Rintz called for additional public comment.

Steve Parker, resident of a private road. Mr. Parker explained that, more than dollar figures, the issue was representation of residents on private roads. He noted that demolitions and new home construction are very hard on roads; however, the private roads do not receive a reimbursement from any of the demolition permit funds specifically earmarked for road maintenance. He agreed with Mr. Apatoff that most private road residents do not want the charm of their roads destroyed by bringing them up to the public standards. He added that some help with snow plowing and the ability to get favorable pricing when the Village awards road maintenance bids would be very helpful to those on private roads.

[Trustee Cripe left the meeting at 8:30 PM)

President Rintz noted that speed bumps make snow plowing very difficult. Mr. Parker responded that at least half of private roads do not have speed bumps. In addition, there are several public streets which are not at the required width the Village specifies for upgrading private roads, and some of them do not have sidewalks and curbs.

Attorney Schuster explained that the Village would have to be very careful when spending public funds on private property, no matter how small the amount; it is necessary to show a public benefit in order to meet the constitutionality test. He said he could research the issue and develop guidelines on exactly what can and cannot be done relative to helping private roads with Village money.

Nancy Eisensen, Hoyt Lane. Ms. Eisensen said there are five homes on her private road and they contract for private snow plowing services. She asked the Village to help them with plowing and putting down road salt.

Liz Kunkle, Holly Lane. Ms. Kunkle said her private road has four homes, and she was unaware it was a private road when she bought her house. She said she would like some collaboration from the Village and equitable treatment.

Michael Cannman, DeWindt Road Association President. Mr. Cannman said stormwater is the issue for his association, since the existing storm sewer system is 100 years old. He said his association has put in stormwater improvements and a pumping system; however, they need a place to pump the water to.

Debbie Gersh, Private Road. Ms. Gersh said the goal should be cooperation, compromise and equity. She encouraged the Council to think about the benefits to the community that private roads provide. She said there are a lot of drawbacks for private road residents, such as no parking/accident enforcement.

Trustee Myers said the two themes heard were: (i) residents on private roads would like to participate in the buying power of the Village to achieve economies on road paving and other maintenance; and (ii) these residents also want the Village to maintain the private roads if it is legal to do so. He added that he thought there was value to maintaining the character of the private roads; and maybe the private road policy could be amended to maintain some aspects of that character when a road goes public. He noted that some private roads are used more like public roads, but others are really private roads; and that distinction needs to be taken into consideration.

Trustee Lanphier agreed that many private roads are used by the general public, and wondered aloud how that could be factored as a public benefit. She also brought up the question of liability on a private road if the Village takes on maintenance responsibilities.

President Rintz noted that issues get solved when they are discussed out in the open and differing points of view are heard. He said the State Constitution limits the Village's options as to what it can do on private roads; and he added that it might be worthwhile to schedule another conversation after staff has had some time to gather more information and provide deeper context for the next discussion.

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4) Closed Session. None.

5) Adjournment. Trustee Dearborn, seconded by Trustee Myers, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:02 p.m.

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Recording Secretary

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MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
March 19, 2019

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, March 19, 2019, at 7:00 p.m.

1) Call to Order. President Rintz called the meeting to order at 7:01 p.m. Present: Trustees Robert Dearborn, Penfield Lanphier, Scott Myers, John Swierk, and Anne Wedner. Absent: Trustee Andrew Cripe. Also present: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Peter Friedman, Community Development Director David Schoon, Director of Water & Electric Brian Keys, and approximately 15 persons in the audience.

2) Pledge of Allegiance. Trustee Wedner led the group in the Pledge of Allegiance.

3) Quorum.

   a) April 4, 2019 Rescheduled Regular Meeting. All of the Council members present said they expect to attend.

   b) April 9, 2019 Study Session. All of the Council members present said they expect to attend.

   c) April 16, 2019 Regular Meeting. All of the Council members present said they expect to attend.

4) Public Comment.

   Connie Henry, 1111 Merrill. Ms. Henry wished to comment on the District 36 school funding referendum. She also asked the Village to coordinate with the other taxing bodies to reign in property taxes for residents.

5) Reports:

   a) Trustees.

      i) Trustee Swierk thanked the Winetka Police Department for sending a representative to the funeral of McHenry County Sheriff's Deputy Jacob Keltner, who was murdered on March 7.

   b) Attorney. None.

   c) Manager. None.

   d) Village President. President Rintz referred to an article in Crain's Chicago Business about ComEd's request to raise electricity rates, and he noted that Winnetka's power plant gives residents freedom from such rate hikes.

6) Approval of the Agenda. Trustee Wedner, seconded by Trustee Myers, moved to approve the Agenda. By voice vote, the motion carried.

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7) Consent Agenda

a) Village Council Minutes.

i) March 5, 2019 Regular Meeting.

b) Approval of Warrant List dated March 1-14, 2019 in the amount of $678,207.57.

c) Annual Outdoor Seating Permits.

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

8) Ordinances and Resolutions.

a) Public Hearing: Zoning Amendments.

i) Code Amendments for Proposed Banquet Facility at 915 Green Bay Road (to be continued to April 16). Attorney Friedman explained that this Public Hearing would be continued to April 16, 2019.

b) Public Hearing: Zoning Amendments.

i) Ordinance No. MC-1-2019: Commercial District Zoning Ordinance Amendments (Public Hearing & Introduction). President Rintz opened the Public Hearing at 7:15 PM.

Mr. Schoon summarized the 12-month process of discussing the Retail Overlay District, and reviewed amendments proposed by the Council in its final deliberations on January 15, 2019. The revisions include changes to the boundaries, uses and some minor text changes to improve readability.

President Rintz called for public comment. There being none, the Council discussed the proposed amendments. At issue was a requirement for special uses to provide a display or other feature that would be compatible with the adjacent retail windows. There was concern that once a special use is granted, the applicant does not always deliver on promised concessions like active display windows or pop-up retail stores.

The discussion next turned to the problem of a building owner signing a lease with a tenant for a use that is not allowed by right. Mr. Schoon explained that property owners and businesses are informed of new zoning rules when they are adopted. Attorney Friedman noted that the landlord is liable for abiding by the Village's Zoning Ordinance.

President Rintz suggested that every business be required to obtain a business license from the Village before opening. This would give the Community Development Department a chance to engage with them and catch any nonconforming uses.

Manager Bahan explained that the Village's current process typically catches nonconforming uses before they go in. He noted that business licensing was discussed several years ago, and it was decided not to put another regulatory hurdle in the way of new businesses. He added that the Village could send annual or semi-annual reminders to the landlords.

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Next, there was a discussion about fast food vs. fast casual and co-working spaces. Mr. Schoon was requested to tweak the definitions to clarify and ensure no fast food establishments would be permitted by right; and to make it clear that co-working spaces are collaborative, temporary workspaces.

Trustee Lanphier, seconded by Trustee Wedner, moved to introduce Ordinance No. MC-1-2019. By voice vote, the motion carried.

c) Resolution No. R-28-2019: 1025 & 1035 Sheridan Road - Amendment to CS Lakeside Consolidation Final Plat (Adoption). Mr. Schoon explained that after the plat for the Subject Property was approved last December, the applicant worked with neighbors to improve easements for ingress/egress and utilities. Since the final plat was never recorded, it can be revised if the Council approves doing so.

There being no Council discussion or public comment, Trustee Myers, seconded by Trustee Swierk, moved to adopt Resolution No. R-28-2019. By roll call vote, the motion carried. By roll call vote, the motion carried. Ayes: Trustees Dearborn, Lanphier, Myers, Swierk, and Wedner. Nays: None. Absent: Trustee Cripe.

d) Resolution No. R-29-2019: Approving a Change Order to the Contract with The Progress Group for the Repair of Unit #6 Turbine and Generator (Adoption). Mr. Keys reviewed the results of an inspection of Turbine #6. The cost overrun is the result of two significant unplanned issues: (i) a problem with the rotor winding; and (ii) replacement of three rows of turbine blades. The total cost of the overhaul would now be $763,830 – which exceeds the authorized and budgeted amounts for this project.

Mr. Keys warned there is a possibility, albeit low, that further problems could be discovered once the unit is disassembled. He explained the unit is scheduled to be out of service until May 1; after that time, the Village will experience a reduction in capacity credits from IMEA. He added that the capacity credits help the Village to keep its wholesale electric rates very competitive with ComEd.

President Rintz observed that the Electric Fund's current reserve exceeds the fund balance by several hundred thousand dollars. Mr. Keys agreed the fund balance will not be harmed with the extra drawdown for the unforeseen repairs.

There being no audience comment or further discussion, Trustee Wedner, seconded by Trustee Dearborn, moved to adopt Resolution No. R-29-2019. By roll call vote, the motion carried. By roll call vote, the motion carried. Ayes: Trustees Dearborn, Lanphier, Myers, Swierk, and Wedner. Nays: None. Absent: Trustee Cripe.

e) Resolution No. R-31-2019: Rejecting Bids, Waiving Bidding, and Awarding a Contract for the Northfield Load Center Fire Protection Design-Build (Adoption). Mr. Keys explained that the Village issued a Request for Bids for the design and engineering of improvements to the fire protection system at the Northfield Load Center. Two responses were received; however, neither bid contained favorable pricing.

Mr. Keys said staff was able to negotiate with one of the firms, Orr Protection Systems, to complete the project for an amount not to exceed $59,195. Staff recommends rejecting the bids, and approving a contract with Orr Protection Systems for the design and engineering of a fire protection system at the Northfield Load Center.

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There being no audience comment or Council discussion, Trustee Lanphier, seconded by Trustee Myers, moved to adopt Resolution No. R-31-2019. By roll call vote, the motion carried. Ayes: Trustees Dearborn, Lanphier, Myers, Swierk, and Wedner. Nays: None. Absent: Trustee Cripe.

9) Old Business. None.

10) New Business. None.

11) Appointments. None.

12) Closed Session. Trustee Dearborn moved to adjourn into Closed Session to discuss Collective Bargaining, pursuant to Section 2c(2) of the Illinois Open Meetings Act. Trustee Myers seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Dearborn, Lanphier, Myers, Swierk, and Wedner. Nays: None. Absent: Trustee Cripe.

President Rintz announced that the Council would not return to the open meeting after Executive Session. The Council adjourned into Executive Session at 8:25 p.m.

13) Adjournment. Trustee Wedner, seconded by Trustee Lanphier, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:58 p.m.

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Recording Secretary

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Agenda Item Executive Summary

Title: Approval of Warrant List Dated March 15-28, 2019

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 04/04/2019

Consent: ☑ YES ☐ NO

☐ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☑ Informational Only

Item History:

None.

Executive Summary:

The Warrant List dated March 15-28, 2019 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated March 15-28, 2019.

Attachments:

None.

Agenda Item Executive Summary

Title: Resolution No. R-30-19 2019: Sidewalk and Curb Replacement Program Contract Award (Adoption)

Presenter: Steven M. Saunders, Director of Public Works/Village Engineer

Agenda Date: 04/04/2019

Consent: ✔ YES ☐ NO

☐ Ordinance
✔ Resolution
✔ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

2019 Budget Item

Executive Summary:

The Village of Winnetka partnered with the municipalities of Glencoe, Highland Park, Lake Bluff, Lake Forest, and Lincolnwood to seek bidding costs for the 2019 Sidewalk and Curb Replacement Program. The Village of Lake Forest was the lead agency in preparing and receiving bids. The idea behind partnering is to combine projects from several municipalities to create economies of scale and obtain reduced pricing.

On March 7, 2019, two sealed bids were opened and read aloud.

The bids were submitted by: Schroeder & Schroeder, Inc. and A Lamp Concrete Contractors. The bids were reviewed for accuracy and completeness, and based upon the Village's estimated quantities, Schroeder & Schroeder was determined to be apparent low bidder for the project.

Schroeder & Schroeder has successfully completed concrete replacement projects for Winnetka and other communities in the past. They have performed their work to the satisfaction of the Village.

The FY 2019 Budget (account #100-30-01-650) contains $150,000 for this project. The Village staff will adjust its quantities, as necessary, in order to stay within the budgeted amount of $150,000.

Recommendation:

Consider adopting Resolution No. R-30-2019, awarding the Village of Winnetka's portion of the 2019 Sidewalk and Curb Replacement Program to Schroeder & Schroeder, Inc. for a total amount not to exceed $150,000.

Attachments:

- Resolution No. R-30-2019
- Contract Documents
- Bid Tabulation

RESOLUTION NO. R-30-2019

A RESOLUTION APPROVING A CONTRACT WITH SCHROEDER & SCHROEDER, INC., FOR SIDEWALK AND CURB REPLACEMENT WORK

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

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

WHEREAS, the Village has appropriated funds for the procurement of the repair and replacement of certain sidewalks and curbs (***"Work"***) located within the Village; and

WHEREAS, the Village, Glencoe, Highland Park, Lake Bluff, Lake Forest, and Lincolnwood (collectively, the ***"Municipalities"***) jointly requested bids for performance of the Work within the Municipalities' respective corporate boundaries; and

WHEREAS, the Municipalities received two bids for the Work and opened the bids on March 7, 2019; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Schroeder & Schroeder, Inc. (***"Contractor"***), is the lowest responsible bidder for the Work; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the performance of the Work within the Village's corporate boundaries in an amount not to exceed $150,000.00 (***"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 Contractor;

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

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

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

ADOPTED this 19th day of March, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

EXHIBIT A

CONTRACT

VILLAGE OF WINNETKA

CONTRACT FOR THE CONSTRUCTION OF 2019 CONCRETE STREETS, CURB, AND SIDEWALK REPLACEMENT PROGRAM

Contract Number: ***#6108533***

VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF 2019 CONCRETE STREETS, CURB, AND SIDEWALK
REPLACEMENT PROGRAM

MPI Joint Consortium Contract Number: ***#6108533***

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Attachment A: Supplemental Schedule of Contract Terms

Attachment B: Specifications

Attachment C: List of Drawings

Attachment D: Special Project Requirements

Appendix 1: Prevailing Wage Ordinance

VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF 2019 CONCRETE STREETS, CURB, AND SIDEWALK
REPLACEMENT PROGRAM

MPI Joint Consortium Contract Number: ***#6108533***

In consideration of the mutual promises set forth below, the Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois, 60093, an Illinois municipal corporation ("*Owner*"), and Schroeder & Schroeder, Inc, 7306 Central Park, Skokie, IL 60076, a corporation ("*Contractor*"), make this Contract as of April 16, 2019, (the "*Effective Date*") and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing

sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

A. No design submittals required.

1.4 Review and Interpretation of Contract Provisions

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

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

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract

Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

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

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

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating al field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

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

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

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that

may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any

time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

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

3.3 Owner's Right to Correct

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

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of

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

4.3 Indemnification

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

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

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

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A ("*Progress Payments*").

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("*Pay Request*"). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

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

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

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for,

arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

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

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

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

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

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims

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

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

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such

demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

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

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

	With a copy to:
Winnetka Public Works	Holland & Knight LLP
1390 Willow Road	131 South Dearborn Street, 30th Floor
Winnetka, IL 60093	Chicago, Illinois 60603
Attention: James Bernahl	Attention: Ben Schuster

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

	With a copy to:
Schroeder & Schroeder, Inc	_____
7306 Central Park	_____
Skokie, IL 60076	_____
Attention: CHRIS SCHROEDER	Attention: _____

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

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

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the

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

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

7.12 Compliance with Patents

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

Village of Winnetka

By: _____

Name: Chris Rintz

Title: Village President

Attest:

By: _____

Name: Rob Bahan

Title: Village Manager/Clerk

Schroeder & Schroeder, Inc.

By: _____

Name: CHRIS SCHROEDER

Title: PRESIDENT

Attest:

By: Mary L. Brount

Name: MARY L. BROUNT

Title: SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

CONTRACTOR'S CERTIFICATION

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

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

DATED: 3/26, 2019.

Schroeder & Schroeder, Inc.

By: [signature]
Name: CHRIS SCHROEDER
Title: PRESIDENT

Attest:
By: [signature]
Name: MARY L. BRUNT
Title: SECRETARY

Subscribed and Sworn to before me on March, 2019.

My Commission expires: 1-25-2021

[signature]
Notary Public

(SEAL)

"OFFICIAL SEAL"
THERESA M. WINANDY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/25/2021

VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF 2019 CONCRETE STREETS, CURB, AND SIDEWALK
REPLACEMENT PROGRAM

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

[Check applicable boxes and insert required information.]

1. **Project**:

   2019 Concrete Street, Curb and Sidewalk Replacement Project

2. **Work Site**:

   Village of Winnetka

3. **Permits, Licenses, Approvals, and Authorizations**:

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

☐ **[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]**

☐ No Exceptions

ATTACHMENT A

4. **Commencement Date**:

■ The date of execution of the Contract by Owner.

☐ _____ days after execution of the Contract by Owner.

☐ _____, 20____

5. **Completion Date**:

☐ _____ days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

■ October 15, 2019, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage**:

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

(1) Worker's Compensation: Statutory;

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

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

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

All employees must be included as insureds.

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

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

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

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

Coverage must include:

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

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

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

All employees must be included as insured.

☐ D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

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

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

☐ E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with

a combined single limit for bodily injury and property damage of not less than $1,000,000.

F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above $2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

☐ G. Deductible. Each policy must have a deductible or self-insured retention of not more than $_____.

☐ H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

_____

_____

The Additional Insured endorsement must identify Owner as follows:

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

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

Additional Insured	Policy or Policies
_____	_____
_____	_____
_____	_____

7. Contract Price:

SCHEDULE OF PRICES

☐ A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of (*write in numbers only*):

$ _____

☐ All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to "extra work." Contractor shall be paid in installments (see below). Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

■ B. UNIT PRICE CONTRACT

NOTE: If Owner has provided a separate form Schedule of Pricing attached to this Attachment A, then that Schedule of Prices will be used and this Subsection B should not be used. If Owner has not provided a separate form Schedule of Prices, then this Subsection B should be used.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

	Unit Price Item	Unit	Approximate Number of Units	Price Per Unit	Extension
1				$_____	$_____
2				$_____	$_____
3				$_____	$_____

TOTAL CONTRACT PRICE $150,000:

Not to exceed $150,000

☐ C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to ***[describe lump sum work]***, the total sum of $150,000:

$ _____

(2) For providing, performing, and completing all Work related to ***[describe unit price work]***, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

	Unit Price Item	Unit	Approximate Number of Units	Price Per Unit	Extension
1				$_____	$_____
2				$_____	$_____
3				$_____	$_____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2) (*write in numbers only*):

$ _____

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

8. Progress Payments:

A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress

Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work will be determined as follows:

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

(2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

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

9. Per Diem Administrative Charge:

☐ $ _____

☐ No Charge

10. Standard Specifications:

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

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

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

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

The Contract also includes Owner's Village of Winnetka Engineering Codes.

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

See Attachment D for any special project requirements.

2019 CONCRETE STREETS, CURB AND SIDEWALK REPLACEMENT PROJECT (#6108533)
MPI BID 3/7/2019 2:PM CST, LAKE FOREST

	WIN. EST. OF QUANTITIES		SCHROEDR & SCHROEDER		A LAMP CONCRETE	
ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
5" PCC SIDEWALK R & R	SF	22000	$ 7.00	$ 154,000.00	$ 7.70	$ 169,400.00
CLASS B PCC PAVEMENT, 9"	SY	120	$ 78.00	$ 9,360.00	$ 85.00	$ 10,200.00
PCC DRIVEWAY,6", R & R	SY	120	$ 58.00	$ 6,960.00	$ 75.00	$ 9,000.00
COMBINATION CURB & GUTTER, M.3-12, B.6-12, R & R	FT	400	$ 25.00	$ 10,000.00	$ 35.00	$ 14,000.00
DETECTABLE WARNING (NEENAH PLATE)	SF	100	$ 50.00	$ 5,000.00	$ 50.00	$ 5,000.00
TREE GRATE INSTALLATION	EACH	2	$ 500.00	$ 1,000.00	$ 1,500.00	$ 3,000.00
MANHOLES, INLETS ADJUSTMENTS	EACH	5	$ 525.00	$ 2,625.00	$ 400.00	$ 2,000.00
PCC SIDEWALKS, 5"-6", R & R, COUNTY OR STATE ROAD	SF	1000	$ 9.00	$ 9,000.00	$ 8.50	$ 8,500.00
AGGREGATE BASE COURSE, TYPE B, 4"	SY	100	$ 4.00	$ 400.00	$ 5.00	$ 500.00
TOTAL				$ 198,345.00		$ 221,600.00

ADJUST QUANTITIES, NOT TO EXCEED $150.000,00 BUDGET

Agenda Item Executive Summary

Title: Resolution No. R-33-2019: Approving a Professional Services Agreement with Strand & Associates for Specification of Switchgear and Breakers at Northfield Substation (Adoption)

Presenter: Brian Keys - Director of Water & Electric

Agenda Date: 04/04/19

Consent: ☑ YES ☐ NO

☐ Ordinance
☑ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

Northfield Substation is currently served by a single 138kV-12.47kV transformer and connected to the distribution system via 15kV metal enclosed indoor switchgear and breakers. As part of the 2019 Electric Fund Capital Plan, the utility will specify and procure the switchgear and associated breakers prior to the installation of the second transformer, which is scheduled in 2021.

Executive Summary:

As part of the approved 2019 Electric Fund Budget, funding in the amount of $460,000 (account #500.42.36-660) is allocated for the development of equipment specifications, the bid process and the procurement of switchgear and breakers for the Northfield Substation.

Request for Proposal (RFP) #019-001 was issued for the professional services required for the specification of switchgear and breakers, preparation of technical content for bid documents, bid evaluation, and site acceptance of the switchgear and breakers at the Northfield Substation. On February 4, 2019 a bid notice (RFP #019-001) was advertised in the Winnetka Talk and posted to the on-line bidding service Demand Star. Proposals were opened on March 8, 2019 and four (4) companies submitted proposals.

The results are summarized as follows;

Stanley Consultants	$54,800
Strand & Associates	$57,900
BHMG Engineers, Inc	$103,000
Forster Electrical Engineering, Inc	$113,560

Executive Summary (continued):

Village staff evaluated the proposals by multiple types of criteria; expertise, project understanding, responsiveness, fees, reputation and past experience with the firm. Stanley Consultants submitted the lowest total bid in the amount of $54,800, however the Village has not previously utilized this firm for electric design work and the consultant did not convey the same depth of understanding as other firms.

Strand & Associates scored the highest in the selection process evaluation. The firm was determined to have good project comprehension and identified a number of technical details that where not identified by other firms.

The Village has previously utilized Strand & Associates on both projects for the Electric Fund and Water Fund. Based on previous experience with Strand & Associates, quality of work and commitment to meet agreed upon deadlines, staff is recommending the award of the work to Strand & Associates.

At the February 21, 2017 Village Council Meeting, the Council approved a Master Professional Services Agreement with Strand Associates. The Master Services Agreement addresses specific terms and conditions agreed to by both parties and avoids the time-consuming work of renegotiating them for each project. The agreed upon terms and conditions from the approved Master Professional Services Agreement in conjunction with the consultant's proposal constitute the contract.

Resolution No. R-33-2019, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest a contract with Strand Associates for the required professional services.

Recommendation:

Consider adoption of Resolution No. R-33-2019, approving an agreement with Strand & Associates for the preparation of specifications and bid documents for the procurement of switchgear and breakers for the Northfield Substation.

Attachments:

Resolution No. R-33-2019
Strand Associates' Proposal dated March 8, 2019

RESOLUTION NO. R-33-2019

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH STRAND & ASSOCIATES FOR THE PREPARATION OF SPECIFICATIONS AND BID DOCUMENTS FOR THE PROCUREMENT OF SWITCHGEAR AND BREAKERS FOR THE NORTHFIELD SUBSTATION

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 plans to install a second transformer at the Northfield Substation, which requires the design and preparation of specifications and bid documents for the procurement of switchgear and breakers (***"Services"***); and

WHEREAS, the Village desires to retain a professional services firm to provide the Services; and

WHEREAS, on February 4, 2019, the Village requested proposals from firms to perform the Services (***"RFP"***); and

WHEREAS, four firms submitted proposals to the Village to provide the Services; and

WHEREAS, the Village Council has determined that the proposal to perform the Services from Strand & Associations (***"Contractor"***) provided the proposal that best meets the needs of the Village based on the evaluation criteria set forth in the RFP; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the performance of the Services in an amount not to exceed $57,900.00 (***"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 Contractor;

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

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

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

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

within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

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

ADOPTED this 4th day of April, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

15kV Metal Enclosed Switchgear and Breakers

Proposal

Village of Winnetka, IL

March 8, 2019

STRAND ASSOCIATES®

Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815-744-4200

March 8, 2019

Mr. Tim Sloth, Finance Director
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Re: Request for Proposals (RFP) – 15kV Metal Enclosed Switchgear and Breakers

Dear Mr. Sloth:

We are pleased to submit to the Village of Winnetka the following proposal for the equipment selection, specification, and procurement of 15kV metal enclosed indoor switchgear and breakers. By selecting Strand Associates, Inc.®, the Village will realize the virtues of a team of experts that have recently completed several similar projects.

Key attributes that enable us to provide a successful project include the following:

- **Project delivery is streamlined through effective communication to understand and execute the Village's needs.**
- **Approach identifies and addresses key technical issues during design, resulting in concise bid documents and a successful project.**
- **Team's extensive medium-voltage distribution experience demonstrates comprehensive and cost-effective long-term solutions.**
- **Proposed schedule provides realistic project delivery.**
- **Cost proposal reflects the level of effort required to meet Village objectives.**

We have a history of successfully working with the Village and we anticipate that this relationship will continue for many years to come. We currently have an existing master agreement with the Village and, if selected for this project, will provide a simple task order for our services.

We look forward to the possibility of working with the Village and providing the exceptional knowledge, care, and detail needed to make this project a success.

Sincerely,

STRAND ASSOCIATES, INC.®

Andrew J. Runde, P.E.
Project Manager

Richard G. Thimm, P.E.
Lead Electrical Engineer

P190.146/AJR:mah

VILLAGE·OF·WINNETKA

Incorporated in 1869

FEBRUARY 26th, 2019

ADDENDUM NO. 1
REQUEST FOR PROPOSALS
15KV METAL ENCLOSED SWITCHGEAR AND BREAKERS
RFP #019-001
VILLAGE OF WINNETKA

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

DEADLINE FOR RESPONSES HAS BEEN EXTENDED UNTIL 10:30 A.M. ON MARCH 8, 2019.

1. Identify existing switchgear short-circuit interrupting ratings.

   Per HDR Engineering report, Verification of Directional Relay Settings, February 13, 1996;
   - **Three Phase Fault on 138kV side of TR-71 is 27,643.0 amps**
   - **B-Phase to ground fault on 138kV side of TR-71 is 26,202.0 amps**
   - **Three Phase Fault on 12kV side of TR-71 is 14,550.7 amps**
   - **B-phase to ground fault on 12kV side of TR-71 is 11,434.2 amps**

2. For the new switchgear remote monitoring and control hardware, identify whether the existing distributed control system:
    a. already has designated existing I/O for the new switchgear
    b. has sufficient spare undesignated I/O for the new switchgear
    c. does not have sufficient spare I/O available for new switchgear but there is sufficient capacity to modify the existing hardware to add I/O, or
    d. does not have sufficient spare I/O available for new switchgear and there is not sufficient capacity to modify the existing hardware to add I/O (hence a new I/O cabinet must be designed as part of this project).

    Firm to design an additional RTU cabinet for the NEW switchgear (Bus 6). No changes or upgrade to the RTU cabinet for the existing switchgear (Bus 5). The design of communication shall be hard wired via Ethernet network from Schweitzer Engineering Laboratories (SEL) relays to the new RTU cabinet and then to the existing fiber optic network.

3. For the new switchgear remote monitoring and control graphics, confirm that modifications to the graphics are not in the scope of this RFP.

    Not in the scope of this bid. The Village of Winnetka staff will complete this task.

4. Provide building plans, switchgear plans, substation one-line diagrams, and substation three-line diagrams.

    The Village shall email a link to a drop box with drawings to individual firms interested. Please contact Brian Keys at bkeys@winnetka.org or Giovanni McLean gmclean@winnetka.org

    https://www.dropbox.com/scl/fo/7jfdp0hyglv4w6k3y1yhw/AAB9pNAiqk_jpCvbsxPYGDRUa?dl=0&oref=e&r=AA0eam0BkWRpvikEbZsRc4mfFRYYuFyT01Nlngl64GmUWG_qh9zJlQV8_aPIMWJQ0l5BLFgwbH2ky-f6YXlXCJUbnPzTs51TCjMlcicVIKH2NnqVNuTYRiEcRHaGfsl1D6ogSuNn5zR9IlpYRCQM8i7IvB7oonWnv9tW1G4O35pSDdIfvKxc31v_QHzRfjSzpfzprpOiWvYw2GiwPPVMGSkN&sm=1

5. Do the existing doors do not provide adequate access for an arc-resistant switchgear?

   The Village has decided not to proceed with the arc-resistant switchgear. Instead firm's should include arc-flash detection in the relay protection design.

6. Is the design of the protection settings included in the scope of work?

   Protection settings from the existing switchgear (Bus 5) will be mirrored to the new switchgear (Bus 6).

If you have any questions regarding Addendum #1, please contact me at (847)716-3513.

Tim Sloth
Finance Director

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Executive Summary

Selecting Strand for the 15kV Metal Enclosed Switchgear and Breakers Project Leads to the Successful Implementation of Improvements

Our corporate mission statement, "Dedicated to Helping Our Clients Succeed Through Excellence in Engineering," is the attitude and achievement we will strive for on this project. This is accomplished through attention to detail and continuous client involvement throughout each phase of a project. We will maintain communication throughout this project and consider the Village as an integral part of the design team.

Project Delivery is Streamlined Through Effective Communication and Understanding the Village's Needs

To improve the timing of Northfield Substation improvements, the Village has split the scope of services into two major design components – switchgear procurement and switchgear installation.

We will engage Village staff throughout the project to fully understand the project goals.

By engaging with the Village early and often during these phases of the project, we will gain and maintain a thorough understanding of the Village's expectations. This will enhance the success of the project and result in accurate, timely, and concise sets of drawings and specifications in support of the Village's expectations for quality and schedule.

Approach identifies and Addresses Key Technical Issues During Design, Resulting in Concise Bid Documents and a Successful Project.

We have visited the Northfield Substation and taken extensive notes and measurements in preparation for this proposal. We have also thoroughly reviewed the RFP and available drawings. Thus, our project team has a strong initial understanding of the necessary project components and construction activities required for a successful Winnetka 15kV Metal Enclosed Switchgear and Breakers Project. Having completed a number of similar projects, our proposal identifies several key technical and scheduling issues that must be addressed during design, and we have included the necessary design effort to resolve those issues.

We will communicate issues to the Village and work with Village staff to resolve the open issues early to maintain the agreed-upon schedule.

Team's Extensive Medium-Voltage Distribution Project Experience Demonstrates Comprehensive and Cost-Effective Long-Term Solutions.

Our proposed design team has extensive medium-voltage distribution system design experience, including several recent switchgear design projects that are highlighted herein. In addition to the recent projects, our team has a collective experience of more than 70 years, and members of our team have been designing medium-voltage distribution systems since 1988.

Our team has worked together on many similar projects with great success.

Through constant communication, we will merge our experience with the experience of Village staff, effectively becoming an extension of its staff to execute the Village's vision of the project. Our combined experience has enabled us to develop a comprehensive proposal under the parameters of the Village's RFP, thus, assuring no surprises during design.

Our design efforts include development of opinions of probable construction cost early in the design stage and, again, as design is completed. This approach enables us to keep project cost as a significant priority of the design. If issues will result in a challenge to the project budget, we will work with the Village to identify means to stay within the project budget wherever possible.

Proposed Schedule Provides Realistic Project Delivery

We acknowledge the request to have the switchgear and breakers received and installed in calendar year 2019, but we do not feel that this is a feasible timeline, with specific areas of concern noted under the various tasks. We contacted switchgear manufacturers to obtain realistic equipment production and delivery timelines and have used past similar project experience to determine a feasible construction schedule. While we acknowledge that the proposed schedule will not have the switchgear installed by the desired date, we feel that our proposed schedule can be realistically met, as opposed to an overly-optimistic schedule. We will work with the Village to see if there are ways to expedite any of the delivery milestones, starting at the project kickoff meeting and continuing through project completion.

Our proposed schedule provides a realistic completion date.

Cost Proposal Reflects the Level of Effort Required to Meet Village Objectives

Through development of this proposal, we have already identified preliminary options of interest to solving the current filter effluent header issue. While we remain open to the option of a better idea, our budget and schedule reflect our ability to respond to the Village's requests and design a project that meets its needs. By identifying the simplest solution upfront, we will confirm the problem and solution during the course of the project.

In summary, selecting us for the 15 kV Metal Enclosed Switchgear and Breakers Project leads to a successful improvements implementation because:

- **Our project delivery is streamlined through effective communication and understanding the Village's needs.**
- **Our approach identifies and addresses key technical issues during design, resulting in concise bid documents and a successful project.**
- **Our team's extensive medium-voltage distribution project experience demonstrates comprehensive and cost-effective long-term solutions.**
- **Our proposed schedule provides realistic project delivery.**
- **Our cost proposal reflects the level of effort required to meet the Village's objectives.**

Content Requirements and Documentation

Project Delivery is Streamlined Through Effective Communication to Understand and Execute the Village's Needs

Our corporate mission statement, "Dedicated to Helping Our Clients Succeed Through Excellence in Engineering," is the attitude and achievement we strive for on each and every project. This is accomplished by providing a high level of service to our clients through attention to detail and continuous client involvement throughout each phase of a project. With the wide variety of communication media available today, we take advantage of numerous technologies to maintain communication throughout our projects and consider the client an integral part of the design team.

Winnetka staff will be an integral part of the project design team.

By engaging with the Village early and often during each phase of the project, we will gain a thorough understanding of the Village's needs. This will enhance the success of the project and result in an accurate, concise set of drawings and specifications that avoid time delays during design because of rework and that reflect the Village's vision for the project.

Approach Identifies and Addresses Key Technical Issues During Design, Resulting in Concise Bid Documents and a Successful Project

By visualizing what the end product and completion of construction will look like, our design team will develop an understanding of the necessary project components and the associated construction activities required for a successful project. However, as the detailed design unfolds, there will be a number of technical challenges and design considerations that will need to be addressed through a set of concise, accurate construction documents. Having completed a number of projects similar to the Winnetka 15kV Metal Enclosed Switchgear and Breakers Project, we have identified key technical and scheduling issues noted throughout this section that will need to be worked through and addressed throughout design and construction. We have developed this list of issues based on our experience with similar projects, our understanding of this project, our pre-proposal site visit, and discussions with Village staff. In order to meet the Village's needs, we have broken the project into the requested six tasks. Each task will include, at a minimum, the items described below, as well as other project-related items that arise during discussions, meetings, or site investigations.

Task 1 – Project Kickoff and Data Collection

After receiving the Notice to Proceed and execution of a professional services agreement, we will have a project kickoff meeting and obtain additional site data, as required. Starting with the project kickoff meeting, communication, foresight, and attention to detail will be critical because of the number of entities involved, the coordination needed with existing infrastructure, and the desire to provide an expedited switchgear procurement package, separate from the electrical installation package. In addition to other items indicated throughout this section, we see the following items as important to establish at the kickoff meeting:

- **Schedule** – We will review the preliminary project schedule, assign dates for critical project milestones, and finalize the project schedule.
- **Engineering Assessment Goals/Needs** – At the meeting, the engineering assessment will be discussed to outline and confirm the items to be evaluated during the preliminary equipment alternatives analysis to be performed under Task 2. This will include desired manufactures and special design needs, as well as system operational schemes.

- **Existing Infrastructure** – This will include confirmation of the measurements we took during our pre-proposal site visit as well as further identification of any components that the new switchgear installation will need to interact with from a control standpoint. Documentation during this initial investigation will be important to make sure that new equipment will physically fit within the existing building and that the new switchgear sections will align with the existing conduits installed in the floor.
- **Existing Building and Switchgear Drawings** – We will confirm that we have the drawing information for the existing installation and request any information we may see missing. In conjunction with the information gathered onsite, it will be important to obtain this information to understand and establish equipment sizes and locations, and to identify any needed interlocks or controls interactions between the new and existing switchgear.
- **Team Contacts** – In addition to establishing our project team points of contact, we will also discuss and identify the points of contact for the Village, the wholesale electric provider/regional utility, and any other consultants for whom we may need to interact. By identifying the parties involved with a vested interest in this project and understanding of their needs, costly and time-consuming rework later in the project design can be avoided.
- **Other Building Modifications** – Per our pre-proposal visit, it is understood that a separate consultant will be providing fire protection measures, a barrier wall, and mechanical ventilation design modifications for the building. We will discuss the scope of that project, as well as establish a communication protocol for sharing information between the two project teams. We will strive to maintain these lines of communication so that the switchgear is designed to accommodate the needs of the other project and to share any miscellaneous information critical to the success of the other project, such as new equipment heat loss data, sizing information, and location details.
- **Meeting Minutes** – Minutes will be issued to summarize the information discussed at this meeting.

Critical information such as existing switchgear relay schemes will be confirmed onsite for inclusion into the new switchgear.

Task 2 – Engineering Assessment and Design

After the kickoff meeting and initial site visit, we will commence the initial engineering assessment and design process. Switchgear construction will vary based on the manufacturer so it will be important to identify key aspects of the desired installation and evaluate proposed manufacturers based on those criteria. By providing a thorough analysis of the different alternatives, Village staff will be able to make informed, confident decisions before proceeding with final design. To assist in the decision-making process, we will develop a matrix comparing feature variations of up to three switchgear manufacturer's offerings to determine the most cost- and schedule-effective solution. Based on the information in the RFP, our pre-proposal meeting with the Village staff, and our experience with similar projects, we expect that the following items need to be evaluated and recommendations presented to the Village as a part of the engineering assessment:

Identifying key aspects of the desired installation will be critical to a successful switchgear manufacturer evaluation.

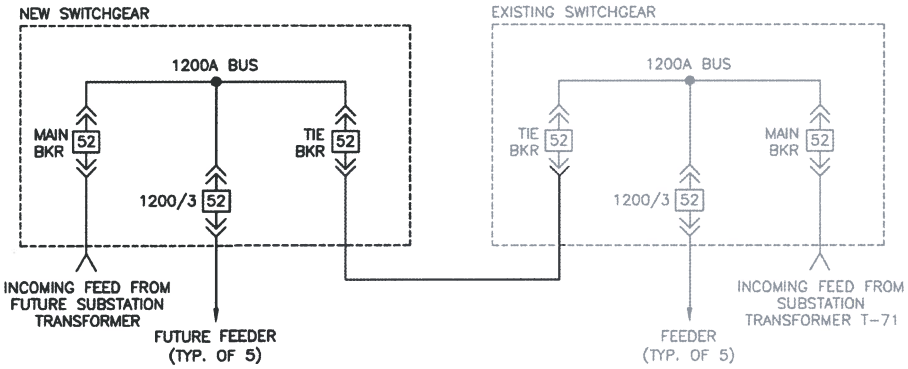
- **Layout and Footprint** – A preliminary switchgear layout will be determined for each manufacturer to allow for comparison of the required footprints and to evaluate how the new switchgear sections will align with the existing conduits installed in the floor below the proposed new switchgear location.
- **Cost** – Preliminary cost information will be gathered based on common features determined to be desired for the switchgear during the project kickoff meeting.
- **Shop Drawing/Equipment Production Lead Times** – We will review preliminary layouts with each proposed manufacturer to obtain expected shop drawing and

equipment delivery times. As discussed in Task 4, manufacturing lead times are expected to be a major factor in determining how quickly the equipment will be able to be installed onsite.

- **Fault Duty of Breakers** – We will determine the fault duty required for the breakers. Based upon this determination, the breaker offerings from each manufacturer will be reviewed to determine that the required breakers are available and will fit in the footprint available. In general, as fault duty increases, the number of breakers that can be put in a single section decreases and the footprint of the switchgear increases.
- **Life-Cycle of Breaker** – The expected life-cycle for each breaker will be evaluated and compared.
- **Arc Flash Protection** – As was noted in Addendum No. 1 to the original RFP, the existing building does not appear to be tall enough to accommodate arc-resistant switchgear, so the design is expected to include standard switchgear. To provide a degree of additional protection against arc flash, arc flash detection/sensors will be specified with the new switchgear protective relays, which is a simple add-on to the Schweitzer family of protection relays.
- **Manufacturer Technology Differences** – We will review the product offerings for each proposed switchgear manufacturer and highlight any differences. Evaluations will include:
  - confirmation that the new and existing lineups can be easily connected.
  - confirmation that the manufacturer can readily provide Schweitzer protective relays without impacting the quality, maintainability, or lead time of the switchgear.
  - comparison of breaker construction and closing times (which can have a direct effect on arc flash ratings of gear).
  - confirmation that remote breaker control is available.
  - comparison of physical construction (e.g., enclosure and protective barrier materials, external cooling requirements, breaker rail and auxiliary drawer construction, bus sizes, and material offerings).
  - review of breaker remote rack-out mechanism features.
  - confirmation that infrared scanning windows are available.
- **Equipment Reliability** – The initial switchgear analysis will include evaluation of each switchgear manufacturer and product type to confirm that the equipment is of a reliable and proven design.
- **Maintainability** – Maintenance considerations will include evaluation of items such as:
  - equipment warranty period.
  - expected maintenance for switchgear components (e.g., some manufacturers may require annual breaker racking mechanism greasing).
  - proximity and reputation of maintenance service providers for each manufacturer.
  - expected long-term maintenance costs.
  - the various maintenance tools available and the associated costs (e.g., remote rack-out mechanisms, ground and test devices, etc.).
- **Miscellaneous Manufacturer Benefits** – In addition to the items listed above, we will compare the existing ABB lineup with other manufacturers or technologies available for the new switchgear lineup. For example, specification of an exact match of the existing breakers will result in use of the same spare parts and common operation and maintenance practices between the new and existing switchgear breakers. However, a different manufacturer may offer a more reliable or less maintenance-intensive product that may offset the advantage of matching equipment.

Upon completion of the engineering assessment and development of preliminary floor plan and one-line diagram drawings, we will conduct an equipment alternatives review meeting to discuss the findings and establish the desired path for the switchgear design. We will then further develop preliminary drawings and technical specifications for the switchgear package based on the decisions made. Because of the Village's desire to bid the switchgear procurement package separately from the electrical installation package, the responsibility to make sure that the switchgear is fabricated correctly and delivered on time will fall to the Village. To limit the Village's exposure to mismatch or control issues during installation, it will be of utmost importance to carefully design the new switchgear to match up perfectly with the existing infrastructure. Additional aspects of the switchgear design will include:

- **Layout and Footprint** – Drawings for the switchgear package are expected to include basic floor plan layout drawings showing the switchgear footprint requirements, as well as one-line diagram drawings and switchgear elevation drawings.
- **Compatibility** – Controls and interlocks between the existing switchgear and the new switchgear will be identified and included in the new switchgear design to provide the desired functionality.
- **Remote Telemetering Unit (RTU)** – It is expected that the RTU panel will be provided under the electrical installation scope of supply as discussed under Task 5. However, it will be important to establish the desired switchgear remote controls and monitoring features to establish the required switchgear inputs/outputs (I/O), as well as any hardwired switchgear controls during the switchgear package design phase. These items will be incorporated into the switchgear package specifications.
- **Component Isolation** – Because the new switchgear will be used to provide a redundant connection to the Village's electrical grid, it is important for the design to incorporate isolation of the new switchgear physically and electrically from the existing switchgear so that each lineup can operate independently during maintenance activities or after equipment failures. Thus, we propose to include a second tie breaker in the new switchgear lineup so that the tie breaker in either switchgear lineup can be opened. This will enable complete isolation of the components, including each tie breaker and tie breaker cabling.



Adding a separate tie breaker to the new switchgear lineup will enable complete electrical isolation between the new and existing switchgear lineups.

- **Construction Sequencing** – Sequencing will be established in the specifications to identify possible outages or temporary reconfigurations needed during construction to connect the new switchgear to the existing switchgear. This will require the involvement of Village staff, regional Utility staff, and our design engineers to properly develop plans, equipment installation schedules, construction sequence descriptions, and contingency planning, all of which will be included in the final specifications and drawings.

- **Switchgear Testing** – The specifications will include requirements to provide switchgear testing onsite, to be observed by us and the Village (if desired) to confirm correct operation of the switchgear.
- **Protective Relay Settings** – While it is not in the scope of this project to recommend protective relay settings, the specifications will include requirements for the installation contractor to ascertain settings from existing relays and extrapolate those relay settings over to the new protective relays, which are expected to be Schweitzer multifunction relays.
- **Quality Control Review** – We will complete an internal quality control review of the switchgear design at the 50 percent completion point.
- **Opinion of Probable Construction Cost (OPCC)** – In order to complete the project within the desired budget, we will develop an initial OPCC at the end of this task. The OPCC will be submitted to the Village for review and discussion. Should there be additional items that challenge the project budget, we will work with the Village to identify means to reduce those costs.
- **Equipment Production Schedule** – At the end of this task, we will also confirm switchgear equipment production timelines with the proposed vendors and make any necessary updates to the project schedule.

Task 3 – Prepare Drawings and Specifications for Bidding Switchgear and Breakers

Upon completion of Task 2, the following subtasks will be performed to prepare the switchgear package drawings and specifications for bidding:

- **90 Percent Design Review Meeting** – Project drawings and specifications will be sent to the Village 1 week prior to the 90 percent design review meeting to provide Village staff, as well as the outside Utility staff, time to review the documents prior to the meetings. We will incorporate the Village's and outside Utility's comments into the construction documents, while answering any questions that have arisen before, during, and after the meetings. Meeting minutes documenting the decisions made during this meeting will be provided. We will also plan to use this meeting to revisit the site to confirm any miscellaneous site conditions.
- **Quality Control Review** – In conjunction with the 90 percent design review meeting, we will complete an internal 90 percent quality control review of the drawings and specifications.
- **OPCC** – We will develop an updated OPCC at the final completion of the switchgear package design.

Upon completion of the bid documents, we will provide 10 full, bound sets of the switchgear package drawings and technical specifications as well as one unbound set to the Village. We will assist the Village in preparing and obtaining bids from the desired switchgear manufacturers using the Village's "front-end" legal terms and conditions along with the technical specifications and drawings. We will address questions that arise during the bid process and will prepare and issue any required addenda to the bid documents based on these questions. We will attend an on-site pre-bid meeting with the Village and prospective switchgear vendors to provide a narrative of the included project work, allow the prospective bidders to review existing onsite conditions, and will be available to address any questions that may arise during the meeting.

Following the bid opening, all bids received will be reviewed and non-conformant findings, if any, will be summarized in a letter recommending award of the bid. Following award of the contract by the Village, we will prepare the required number of construction agreements for signature by the switchgear manufacturer and the Village.

We will also review bonds and insurance documents returned with the signed construction agreement.

Task 4 – Engineering Services During Manufacture of Switchgear

Upon full execution of the contract with the selected switchgear manufacturer, we will work closely with the manufacturer and the Village to make sure questions are answered quickly to expedite the development and submission of the switchgear shop drawings as much as possible. We will review and approve shop drawings provided by the manufacturer in a timely manner. It will be critical to the success of the project that these reviews are thorough, but expedient to make sure that the details of the switchgear design are correct without delaying equipment production. The timeline for this task has been coordinated with the work under Task 6 to give the electrical installation package contractor time to adjust the design of the RTU equipment or the electrical installation provisions in the event that unforeseen changes are made to the switchgear as a result of this shop drawing review.

Thorough, but expedient switchgear shop drawing review is critical to obtaining properly constructed switchgear without delaying its delivery.

As mentioned under the *Project Schedule* portion of this section, the proposed timeline has been configured to set realistic durations for each phase of the project. This phase, in particular, will be the most critical in determining the overall completion date for the project. In an effort to provide a realistic timeline, we contacted various switchgear manufacturers to determine current timelines for shop drawing production time, switchgear manufacturing time, and switchgear delivery dates. Additionally, our past experience with similar projects has been that two submittals are usually required to get an accurate shop drawing submittal. And, given that the responsibility will be on the Village and our firm to make sure that the new switchgear is properly manufactured to work with existing infrastructure and controls, as opposed to the installing contractor, we do not recommend that inaccurate shop drawings with significant comments be pushed through in one submittal to save a few weeks in the schedule. Factoring in a second round of review will prevent misinterpretation of our comments, thus, avoiding field modifications during installation – which can take months to sort out and can be very costly.

Task 5 – Prepare Drawings and Specifications for Bidding Installation of Switchgear at the Substation

The timeline for this task will largely depend on the timeline for the switchgear package. As a result, the schedule must be closely coordinated with the switchgear design and manufacturing schedule – the installation design schedule may need to be adjusted for delays encountered during the switchgear design phase. The schedule will enable us to have switchgear bids before the installation bidding period so any issues identified in the switchgear bidding process can be corrected in the installation package. By closely coordinating these timelines, this will ensure that the installation package design will be completed expediently to obtain bids for the installation at a desirable time of year and allow for a reasonable amount of time for the installing contractor to mobilize and submit shop drawings prior to switchgear delivery. The following items are major milestones that we expect to be coordinated with the switchgear package design phase of the project:

The schedule will allow us to have switchgear bids before the installation bidding period so any issues identified in the switchgear bidding process can be corrected in the installation package.

- **Onsite Investigation** – The onsite investigation phase for the installation package will be coincident with design of the switchgear package, but the majority of the electrical installation package preliminary design is expected to commence after the switchgear package preliminary design has been completed (after the equipment alternatives review meeting has been conducted). This timing ensures efficient installation package development and accurate design of drawings and technical specifications for the switchgear installation package:

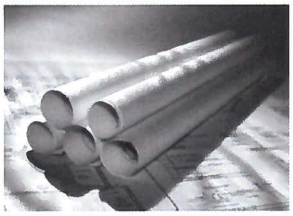
- Technical specifications will be provided for new installation materials such as conduit, wire, and miscellaneous work. Specifications will also include a new RTU panel for remote control and monitoring of the new switchgear through a new connection to the existing fiber-optic network at the site. The RTU specifications will be closely coordinated with the switchgear specifications to make sure the field wiring and I/O requirements are correct/match between the switchgear package and the electrical installation package. It is understood that the remote site switchgear control graphics modifications will be provided by the Village and are outside the scope of this project. However, the RTU specifications will include requirements to provide I/O tag information for the Village's use while developing the remote graphics. Specifications will be in the Division 26 format of the Construction Specifications Institute (CSI) Master Format.
- Demolition and construction drawings necessary to accommodate the new switchgear installation within the existing building will be included. This package will also include installation details for the new RTU and any field wiring for control and monitoring signals necessary between the new switchgear, new RTU, and the existing switchgear.
- As a part of this preliminary phase, the existing switchgear 125VDC battery backup system capacity will be reviewed to see whether there is adequate capacity to accommodate the additional control power requirements for the new switchgear lineup. In general, it is anticipated that the existing system will be adequately sized to accommodate the new switchgear control loads.
- Being a full-service engineering firm, we have the necessary staff in-house to complete the electrical design, as well as the design for any miscellaneous building modifications needed to accommodate the new switchgear (e.g., structural modifications).

The existing switchgear battery backup system will be evaluated for the addition of the new switchgear control power loads.

- **50 Percent Design Review Meeting** – We expect to coordinate the electrical installation package 50 percent design review meeting to occur concurrently with the switchgear package 90 percent design review meeting. By doing this, there will be enough foresight put into the electrical installation package to identify potential installation issues (e.g., conduit location conflicts, cable tray installation issues, control system/interlock issues, etc.) with the selected switchgear and adjust the switchgear package design, as needed, to accommodate these issues.
- **90 Percent Design Review Meeting** – This meeting will occur at the end of the bid phase for the switchgear package. By aligning these two milestones, it will ensure that changes resulting from bidder questions in the switchgear package will be captured in the electrical installation package.

The subsequent additional design elements will be included as a part of this task in conjunction with the major milestone coordination items mentioned above:

- **Design Review Meeting Document Distribution** – Prior to each design review meeting (50 and 90 percent), project drawings and specifications will be sent to the Village 1 week prior to provide Village staff as well as the outside Utility staff time to review the documents prior to the meetings. We will incorporate the Village's and outside Utility's comments into the construction documents, while answering any questions that have arisen before, during, and after the meetings. Meeting minutes documenting the decisions made during these meetings will be provided.
- **Quality Control Review** – We will complete an internal quality control review of the drawings and specifications at 30, 60, and 90 percent completion points.
- **OPCC** – In order to complete the project within the desired budget, we will develop an updated OPCC at the final completion of the electrical installation package design.



Upon completion of the bid documents, we will provide 10 full, bound sets of the electrical installation package drawings and technical specifications, as well as one unbound set to the Village. We will assist the Village in preparing and obtaining bids using the Villages "front-end" legal terms and conditions along with the technical specifications and drawings. Bid activities will commence with advertisement of the project for public bidding, and a plan holder list will be maintained to keep an active record of prospective bidders. We will address questions that arise during the bid process and will prepare and issue required addenda to the bid documents based on these questions. We will attend an on-site pre-bid meeting to provide a narrative of the included project work, allow the prospective bidders to review existing onsite conditions, and be available to address questions that may arise during the meeting.

Following the bid opening, all bids received will be reviewed and non-conformant findings, if any, will be summarized in a letter recommending award of the bid. Following award of the contract by the Village, we will prepare the required number of construction agreements for signature by the contractor and the Village. We will also review bonds and insurance documents returned with the signed construction agreement.

Task 6 – Construction Services

Upon full execution of the electrical installation package contract, we will conduct a preconstruction conference with the contractor and Village staff. The contractor's construction schedule, schedule of values, and list of equipment suppliers and subcontractors will be reviewed at the pre-construction conference. A list of required shop drawings will also be provided at the pre-construction conference. Meeting minutes will be provided to all participants after the meeting.

We will review and approve shop drawings provided by the contractor and will address requests for information received from the contractor and the Village. Even though the RFP did not explicitly request shop drawing reviews as a part of this task, we feel that it will be a necessary step and have included effort in our cost to perform shop drawing reviews for all construction materials as well as the RTU panel. (Please make sure that this cost has been included in other proposals submitted so that an equal evaluation can be made.) Based on the work required for the electrical installation package, it is also expected that we will provide one on-site visit to resolve any technical issues that cannot be resolved over the phone. Preparation of change orders, if necessary, will be provided.

In conjunction with Task 4, the proposed schedule was organized to allow for work change directives or change orders (if necessary) to be issued for the electrical installation package during manufacture of the switchgear in the event that unforeseen changes are made to the switchgear as a result of the switchgear shop drawing review process. With the timeline proposed, there will be ample time to make changes to the electrical installation package equipment prior to it being ordered to avoid costly rework and minimize impact on the overall cost and schedule of the project.

Upon request for substantial completion, we will visit the site to confirm that the installation is in conformance with the contract drawings and specifications, observe formal testing of the switchgear and RTU operations, and develop a punchlist of items to be completed or corrected by the contractor. All I/O points for the new switchgear and RTU that will be monitored/controlled from the existing remote control system will be verified. This testing will be coordinated so that Village staff can observe correct operation of the Village-provided remote control graphics at the same time. After the contractor has completed the items on the punchlist, a final site visit and walk through will be made with the Village and contractor to verify completion of the contract items. If everything is complete, final payment will be recommended.

Formal onsite testing of the switchgear and RTU operations will be provided to confirm functionality is correct for this critical equipment.

Record drawings received from the contractor will be reviewed and changes noted on the record drawings will be transferred to the bid drawings to create contract as-built CAD drawings. Copies of the as-built drawings will be provided to the Village upon completion of construction.

Proposed Schedule Provides Realistic Project Delivery

The following schedule presents our estimated timeline for the project. It should be noted that we acknowledge the request in the RFP to have the switchgear and breakers received and installed in calendar year 2019, but do not feel that this is a feasible timeline, with specific areas of concern noted under the various tasks. As a demonstration of our related knowledge and commitment to thorough analysis to provide realistic goals for the project, we have contacted switchgear manufacturers to obtain realistic equipment production and delivery timelines and have used past similar project experience to determine a feasible construction schedule. While we acknowledge that the proposed schedule will not have the switchgear installed by the desired date, we feel the schedule outlined is a realistic schedule that can be met as opposed to an overly-optimistic schedule. We will work with the Village to see if there are ways to expedite any of the delivery milestones, starting at the project kickoff meeting and continuing through project completion.

Village of Winnetka - Northfield Substatio
Project

Task	Month	March '19	April	May	June	J
Task 1 - Project Kickoff and Data Collection	**Weeks**					
Contract Preparation and Administration	4					
Kickoff Meeting, On-site Review	1					
Task 2 - Engineering Assessment and Design	**Weeks**					
Initial Onsite Review	1					
Switchgear Package Preliminary Design	4					
Switchgear Package Internal 50% QC	1					
Equipment Alternatives Review Meeting	1					
Incorporate Village Comments & Finalize Switchgear Package Drawings/Specifications	5					
Prepare Initial Cost Estimate	1					
Task 3 - Prepare Drawings and Specifications for Bidding Switchgear & Breakers	**Weeks**					
Submit Switchgear Package 90% Drawings/Specifications to Village	1					
Switchgear Package 90% Review Meeting	1					
Switchgear Package Internal 90% QC	1					
Finalize Switchgear Package Documents for Bidding	2					
Prepare Updated Cost Estimate	1					
Switchgear Package Bidding	3					
Switchgear Package Pre-Bid Meeting	1					
Switchgear Package Contract Award/Execution	4					
Task 4 - Engineering Services During Manufacture of Switchgear	**Weeks**					
Address Switchgear Manufacturer Questions	29					
Switchgear Shop Drawing Generation (Round 1)	7					
Switchgear Shop Drawing Review (Round 1)	2					
Switchgear Shop Drawing Generation (Round 2)	4					
Switchgear Shop Drawing Review (Round 2)	2					
Switchgear Fabrication	14					
Switchgear Delivery Onsite	1					
Task 5 - Prepare Drawings and Specifications for Bidding Installation of Switchgear at the Substation	**Weeks**					
Electrical Installation Package Preliminary Design	4					
Electrical Installation Package Internal 30% QC	1					
Submit Electrical Installation Package 50% Drawings/Specifications to Village	1					
Electrical Installation Package 50% Review Meeting	1					
Update Electrical Installation Package Design Documents	4					
Electrical Installation Package Internal 60% QC	1					
Submit Electrical Installation Package 90% Drawings/Specifications to Village	1					
Electrical Installation Package 90% Review Meeting	1					
Electrical Installation Package Internal 90% QC	1					
Finalize Electrical Installation Package Documents for Bidding	2					
Prepare Updated Cost Estimate	1					
Electrical Installation Package Bidding	3					
Electrical Installation Package Pre-Bid Meeting	1					
Electrical Installation Package Contract Award/Execution	4					
Task 6 - Construction Services	**Weeks**					
Electrical Installation Package Pre-construction Meeting	1					
Address Questions During Construction	30					
Electrical Installation Package Shop drawings, mobilization	17					
Onsite Work, Equipment Installation	6					
Switchgear Energization/Testing	1					
Substantial Completion Visit/Punchlist Generation	1					
Address Punchlist Items	2					
Punchlist Backcheck	1					
Final Completion	1					
As-Built Drawings, Specifications	1					

15kV Metal Enclosed Switchgear Project
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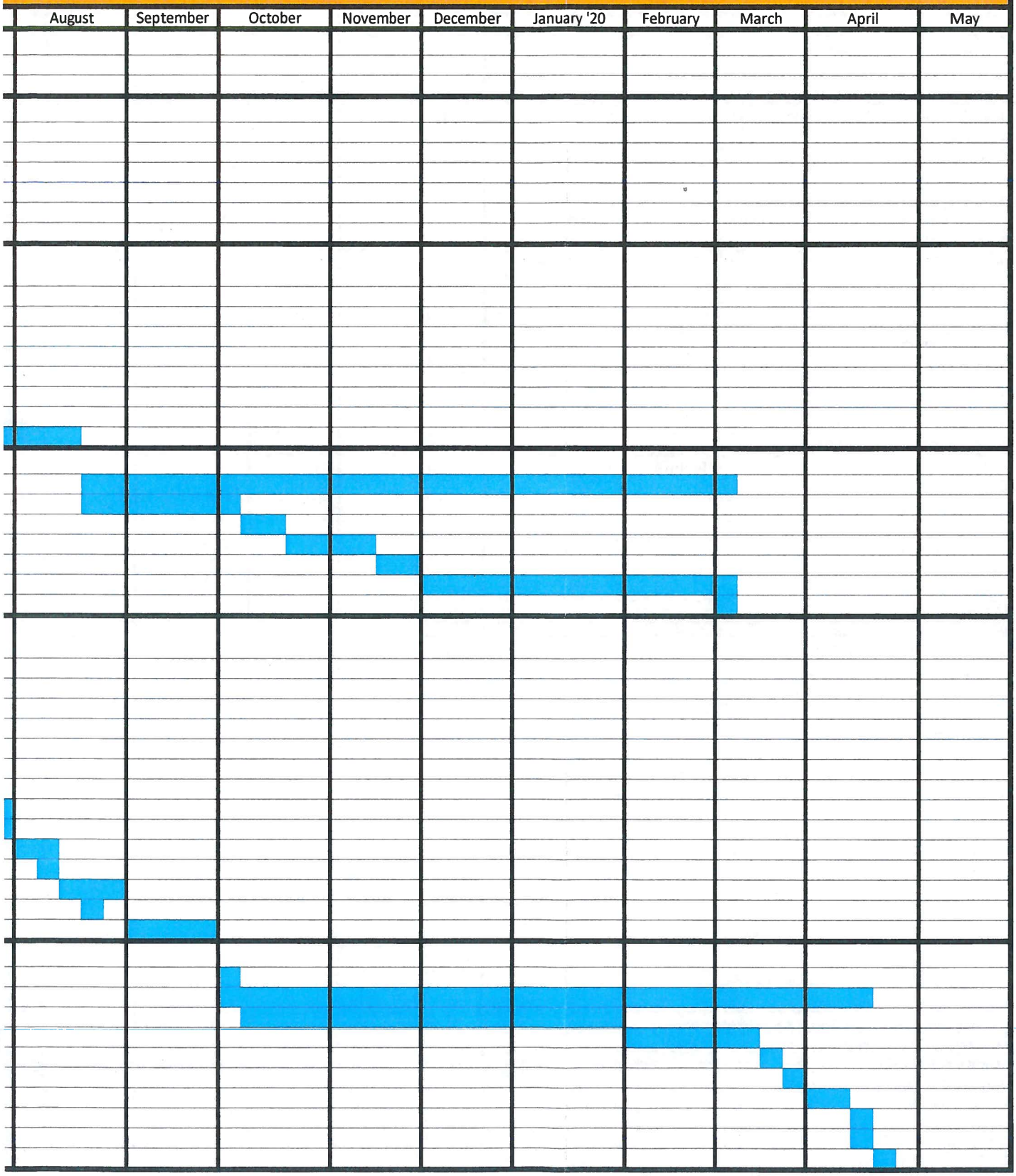


Consultant Qualifications

Extensive Medium-Voltage Distribution Project Experience Demonstrate Comprehensive and Cost-Effective Long-Term Solutions

Our staff has extensive power distribution experience for all types of facilities.

Listed below are recent projects that demonstrate our firm's considerable medium-voltage switchgear replacement expertise, including associated switchgear remote control and monitoring system upgrades. These experiences are demonstrated proof of our firm's ability to deliver successful and responsible solutions within existing facilities with efficiency.

We have worked with multiple medium-voltage switchgear manufacturers, including ABB, GE, Eaton, and Siemens as well as multiple protective relay manufacturers, including Schweitzer, GE/Multilin, Beckwith, Basler, and others.

Water Pollution Control Facility MCC-2 Replacement – Cedar Rapids, IA

The Cedar Rapids Water Pollution Control Facility is served by a comprehensive 12.47kV distribution system to dozens of process facilities across a vast site. We were hired to design replacement of the existing 12.47kV unit substation that fed the intermediate lift station as well as the existing downstream Motor Control Center (MCC). We took advantage of this project to improve the redundancy to the lift station facility by splitting the four major loads between two MCCs.

A critical component of this project was to keep the facility fully operational throughout construction. In order to achieve this goal, we selected a location for the new unit substation that allowed both the new and existing unit substations to be powered simultaneously. This was accomplished through detailed site investigations to determine the location of spare conduits from the existing main service-entrance switchgear to the vicinity of the new unit substation. The new unit substation consisted of new 12.47kV, pad-mounted, load-break switchgear with two non-fused loop switches to allow dual feeds to the switchgear (one of which was for future use), and fused feeder switches to serve two new liquid-filled transformers. The transformers each fed a 480-volt distribution switchboard that, in turn, fed one new MCC lineup within the building.

Space in the existing building was very limited since the existing MCC was located on a small at-grade mezzanine above the lower pump level. Again, through detailed site investigation, we were able to develop a plan to remove the part of the existing MCC that did not have any of the pump starters in it, which then provided space for new MCC sections for two of the four intermediate lift pumps. With this first MCC in place, two of the pumps were transferred to the new MCC, one at a time, to minimize the impact on the station. Two of the existing starters were then abandoned, so half of the existing MCC could be removed, providing enough space to install the second MCC for the remaining two pumps. The final two pumps were transferred to the second new MCC, which then allowed for removal of the remaining MCC sections. Once all loads were transferred to the new MCCs, the existing unit substation was removed.

In addition to replacement of the existing MCC, wiring from the existing lighting panel to all the build loads served was replaced with new wiring to a new lighting panel. A feeder from each of the new MCCs was provided to the lighting panel transformer in order to provide redundant power to the lighting panel. A 480-volt power panel with redundant MCC feeders was also installed to serve smaller 480-volt branch circuits.

Brief Description – Pertinent Elements:
Installation of an outdoor 12.47kV unit substation in an existing loop-fed distribution system along with a 480-volt MCC and PLC panel replacement.

Staff Project Roles:
Shane Zenz – Project Manager

Rick Thimm – Medium-Voltage Design Lead Electrical Engineer

Andy Runde – Quality Control Engineer

Reference:
City of Cedar Rapids,
Matt Jensen, P.E.
319-286-5937
1111 Shaver Road NE
Cedar Rapids, IA
52402

Reference applies to all Cedar Rapids projects.

Water Pollution Control Facility Unit Substation Replacement – Cedar Rapids, IA

Because of our success on the MCC-2 Replacement project, the City hired us for this project, which was to improve redundancy in the facility's existing medium-voltage distribution loop and to maximize up-time in four areas of the facility: The Administration Building, Operations & Maintenance Building, Incinerator Electrical Building, and Incinerator ID Fan.

These improvements included replacement of four existing outdoor unit substations that consisted of 12.47kV primary switches with thru-feed lugs and dry-type transformers. The new substations consisted of new 12.47kV, pad-mounted, load-break switchgear with two non-fused loop switches to allow dual feeds to the switchgear and fused feeder switches as required for the loads being served by the unit substation, as well as a new liquid-filled transformer with secondary oil containment for each of the four facilities. The existing medium-voltage loop conductors between these substations and the transformer secondary conductors were also replaced as part of this project. Because it was critical to maintain operation of treatment processes at this facility, our design included physical substation layouts that would allow the new substations to be installed near the existing substations without impacting their operation during construction. Only short outages were required to transfer load from the existing substations to the new substations with this approach and, consequently, the need for backup power was minimized. We also developed a detailed project construction sequence outlining how the transfer of power for two of the substations could take place within a planned annual maintenance shutdown.

Brief Description – Pertinent Elements:
Replacement of four 12.47kV outdoor unit substations in an existing loop feed distribution system.

Staff Project Roles:
Shane Zenz – Project Manager

Andy Runde – Quality Control Engineer

Water Pollution Control Facility Electric Grid Improvements – Cedar Rapids, IA

This project followed the two projects described above and included replacement of the existing double-ended 12.47kV service entrance switchgear, elimination of two loops and a radial spur within the existing 12.47kV distribution system, creation of one 12.47kV distribution loop for the entire facility, and upgrades to the six existing generators that feed the 12.47kV distribution system. The project also included a new 12.47kV service entrance switchgear, two new 12.47kV pad switches, and a new 12.47kV capacitor bank for power factor correction.

The critical component of this project was to keep the facility fully operational throughout construction. In order to achieve this goal, we selected a location for the new service entrance switchgear that enabled both the new and existing unit substations to be powered simultaneously. We worked with the Utility company to reroute one of the two existing utility services to the new service entrance switchgear location while maintaining the second service to the existing service entrance switchgear. Detailed site investigation was completed to verify the location of existing spare conduits as well as routing of conductors to the ten existing 12.47kV unit substations. With this information in hand, we worked closely with the plant staff to develop a construction sequence whereby new medium-voltage feeders were provided to and between the existing unit substations working clockwise around the plant. In this fashion, outages to the existing unit substations were very minimal and were limited to only the unit substation to which the new feeders were being installed. As a result of the detailed site investigation, there were only three locations where modifications to the existing medium-voltage duct bank were required.

Modifications to the six existing generators that provide standby power to the medium-voltage distribution loop included new controls for each generator, all interconnected over an isolated network utilizing the existing single-mode and multi-mode fiber loops at the plant. The isolated network will allow the generators to communicate with each other for synchronization and load sharing and will also

Brief Description – Pertinent Elements:
Replacement of existing double-ended 12.47kV service entrance switchgear and miscellaneous 12.47kV distribution system modifications.

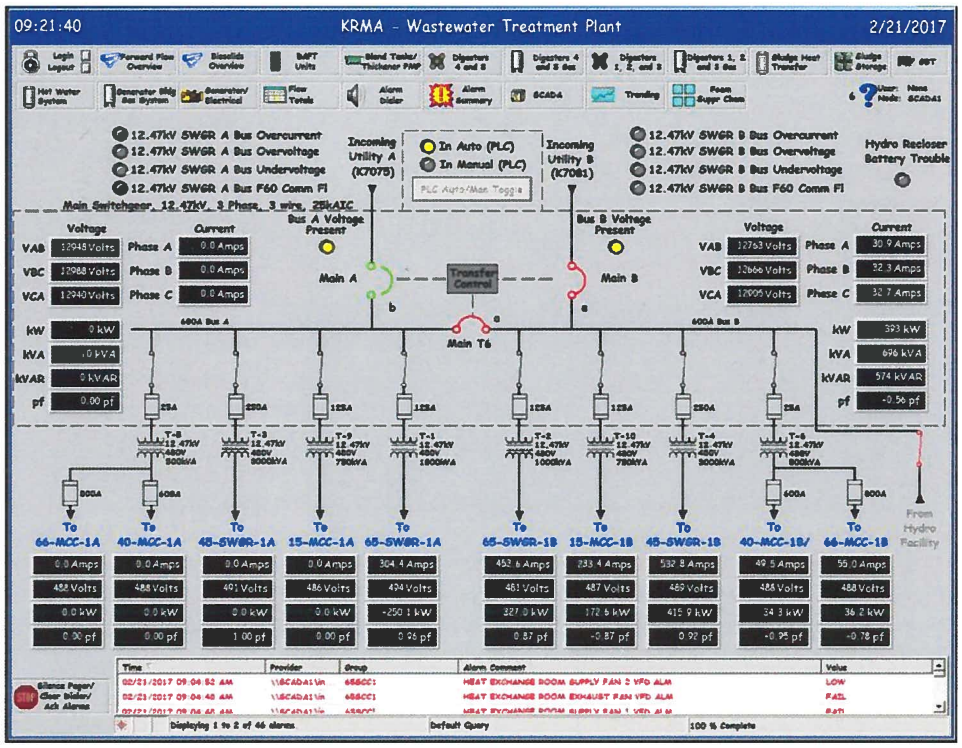
Staff Project Roles:
Shane Zenz – Project Manager

Andy Runde – Quality Control Engineer

communicate with the new service entrance switchgear to allow for automatic isolation of the plant from the Utility grid, if desired. Modifications to the existing plant SCADA system were provided to allow changing of the operation modes for the standby power system.

Wastewater Treatment Plant Phase 1A, 1B, and 1C Modifications – Kankakee River Metropolitan Agency, IL

As part of a comprehensive wastewater treatment facility upgrade, we provided design services for replacement of an outdoor 12.47kV, 1200 amp main-tie-main switchgear lineup connected to a distribution system that included redundant utility services and redundant power feeds to four sets of redundant substation transformers around the site. The switchgear lineup consisted of main and tie vacuum breakers, fused feeder switches, a recloser connection to a hydroelectric plant power feed, and source transfer controls. In addition to the main switchgear replacement, each substation transformer was replaced around the site and all of the MCCs, as well as two low-voltage switchgear lineups, were replaced. It was desired to reuse as much of the existing medium-voltage cabling as possible so cable testing specifications were written to allow for cable testing during construction. Most of the medium-voltage cabling and duct bank was reused, although one of the feeders required replacement during construction after it failed cable testing.



The source transfer and SCADA controls for this project were a unique and challenging aspect of the project. The controls, which included automatic control of two redundant utility feeds, a hydroelectric power feed to the plant, co-generation and standby power generators connected through generator paralleling gear that were installed in a previous design provided by us, and control of two low-voltage switchgear lineups, required extensive thought and Utility coordination. The source transfer control scheme set up allowed for all of the site distribution equipment to be coordinated such that the system would normally operate on the preferred utility source, switch to the secondary utility source upon loss of power, and then switch to the standby generator upon the loss of both utility sources. SCADA control of the new low-voltage switchgear allowed for plant load to be isolated, as needed, and to slowly add load to the generators after a power loss.

Brief Description – Pertinent Elements:
Complete electrical upgrade to the entire facility, including replacement of the 12.47kV double-ended main switchgear, eight-unit substation transformers, and all 480-volt distribution equipment throughout the site, including low-voltage switchgear, MCCs, and miscellaneous panelboards. The entire plant control system and all PLC control panels were also upgraded as a part of the project.

Staff Project Roles:
Rick Thimm – Lead Electrical Engineer

Andy Runde – Quality Control Engineer

Reference:
Kankakee River Metropolitan Agency
Art Strother
Executive Director
1600 West Brookmont
Kankakee, IL 60901
815-592-0404

Additionally, the controls prevented the hydroelectric plant power feed from being connected to the plant whenever the preferred utility source was lost per a request from the Utility company. The SCADA System was used as an interface between the medium-voltage switchgear source transfer control, paralleling switchgear source transfer control, and low-voltage switchgear to implement the controls, and allowed for remote SCADA control of the medium-voltage and low-voltage switchgear main and tie breakers.

Wastewater Treatment Facility Improvements – Manitowoc, WI

In addition to the installation of a new primary clarifier, effluent pump, and miscellaneous mechanical and electrical improvements around the plant, the Manitowoc Wastewater Treatment Facility Improvements project included replacement of the existing 13.2kV, 1200 amp main-tie-main indoor switchgear lineup and associated source transfer controls as well as the replacement of two existing medium-voltage feeders and the extension of two other medium-voltage feeders, replacement of existing pad-mounted transformers around the site, and replacement of several of the 480-volt MCC lineups around the site. The project was required to address problems that the plant experienced because of aging switchgear and cabling around the site. Failures in the system exposed areas in the plant power distribution system where additional redundancy was required. As a part of the project, the main switchgear was replaced and reconnected to existing medium-voltage fused feeder switch bay lineups, which fed power to pad-mounted transformers around the site. A detailed investigation and thoughtful design was required to ensure that the new switchgear would fit within the existing switchgear footprint, and still allow for the plant to remain operational throughout the switchgear replacement. Additionally, the power distribution system was reconfigured and transformers were added to the site to allow for full redundancy throughout the site power distribution system in the event that any one cable, transformer, or breaker were to fail at any point in the system. At the end of the project, a thorough test was performed on the control sequence and operations of the switchgear to confirm correct operation.

The new switchgear was tested onsite to confirm desired operation.

Brief Description – Pertinent Elements:
Replacement of existing 12.47kV, double-ended main switchgear, installation of four outdoor, pad-mounted transformers, and reconfiguration of the plant distribution system to provide full plant redundancy. The project also included replacement of four, 480-volt MCCs and miscellaneous improvements to the existing plant PLC panels.

Staff Project Roles:
Rick Thimm – Lead Electrical Engineer

Andy Runde – Quality Control Engineer

Reference:
City of Manitowoc
Michael Jaeger
Superintendent
900 Quay Street
Manitowoc, WI 54220
920-686-3550

Highly Experienced Team Yields Effective, Cost-Conscious Design

This section details the qualifications, experience, and designated responsibilities of our proposed project team.

Our team provides outstanding expertise in the area of electrical power distribution design. Only a credible and knowledgeable team, with the ability to communicate complicated technical information, will be successful in developing and implementing this project. In addition, because we are a full-service firm, we have expert resources available in-house to provide the engineering for any other miscellaneous design elements, such as structural modifications, that may be required for installation of the new switchgear.

Our team provides outstanding expertise in the area of electrical power distribution design.

The adjacent organizational chart identifies our project team members, who have worked together to successfully complete several similar projects throughout the Midwest. Short biographies of each team member follow the organizational chart, and full-length resumes can be found at the end of this section.

Andrew Runde, P.E.
Project Manager

Shane Zenz, P.E.
Quality Control Engineer

Rick Thimm, P.E.
Lead Electrical Engineer

Support Staff (as needed)
Engineers (e.g., Structural), Drafters, and Administration

Project Manager

Andrew J. Runde, P.E., has 30 years of electrical engineering experience and is a licensed professional engineer in Illinois. During the course of his career, Andy has provided electrical design for numerous municipal and industrial facilities. His expertise includes power distribution, generation systems, traditional and renewable power generation, grounding systems, energy reduction, controls/SCADA, communications, fire alarm, security, and lighting systems.

Andy has provided medium-voltage distribution system design and construction support for projects across the country.

Andy served as the Lead Electrical Engineer and/or Project Manager for several projects requiring medium-voltage switchgear upgrades, including projects with the Kankakee River Metropolitan Agency, the City of Joliet, Illinois; State of Wisconsin (Birge Hall on the UW Madison campus); and several international food and beverage production facilities, including sites in Granite City, Illinois; Little Chute, Wisconsin; Kendallville, Indiana; Toledo, Ohio; Fort Smith, Arkansas; Lowville, New York, and many more. In addition, Andy recently served as the Quality Control Engineer for the Main Electrical Switchgear Replacement at the Sheboygan Regional Wastewater Treatment Facility, Wisconsin. Andy has also been involved in two recent projects at the Winnetka Electric Plant (Diesel Fuel Storage project and Station Service Transformer Replacement project) as well as several projects at the adjacent Water Plant.

Quality Control Engineer

Shane P. Zenz, P.E., Senior Associate, will provide quality control review. Shane has 29 years of experience in electrical power distribution, instrumentation, SCADA, and control system design for municipal, food plant, and industrial facilities. Shane's broad range of design experience includes initial project concepts, preliminary designs, preparation of final drawings and specifications, and everything in between. His facility experience includes the design and specification of electrical power distribution systems from 120V up to 69kV; SCADA systems utilizing radio, fiber-optic, and cellular communications; emergency and standby power systems; grounding systems; voice/data systems; paging systems; security systems; indoor lighting; and parking lot lighting. Shane served as the Project Manager for several projects with the Cedar Rapids Utilities Department, including the WPCF MCC-2 Replacement project, the WPCF Electric Metering Upgrade project, the J Avenue Water Treatment Plant generator addition project, the WPC Unit Substation Replacement project, the Water Division Electric Metering Upgrades project, and the WPC Electric Grid Improvements project. He also served as the project manager for the Sheboygan WWTF Main Electrical Switchgear Replacement project.

Shane's familiarity with medium-voltage distribution and his leadership in current projects makes him essential to the project team.

For this project, Shane will provide technical quality control (QC) review of the plans and specifications at the 90 percent completion point. We feel that having this QC component of the project provide a fresh look at the project enhances project success by incorporating the experience of a senior staff member at a critical point in the design process.

Lead Electrical Engineer

Richard G. Thimm, P.E., has 12 years of electrical and SCADA system design and construction-related experience for all types of facilities, including municipal facilities, wastewater treatment facilities, water treatment facilities, sanitary and storm water pumping stations, and well facilities. Rick is well-versed in medium-voltage and low-voltage power distribution systems and SCADA System controls for both new and existing facilities. Rick's broad range of experience and attention to detail will make sure that the design provided will work seamlessly with the existing infrastructure.

Rick will utilize his 12 years of electrical design experience to provide an excellent project for the Village.

Rick has been the Lead Electrical Engineer for numerous medium-voltage distribution equipment projects, including the Kankakee River Metropolitan Agency Phase 1A, 1B, and 1C projects in Illinois; the Manitowoc Wastewater Treatment Facility Improvements, Sheboygan WWTF Main Electrical Switchgear Replacement, and the University of Wisconsin-Madison Walnut Street Heating and Cooling Plant Transformer Addition projects in Wisconsin; and the medium-voltage portion of the Cedar Rapids MCC-2 Replacement project in Iowa.

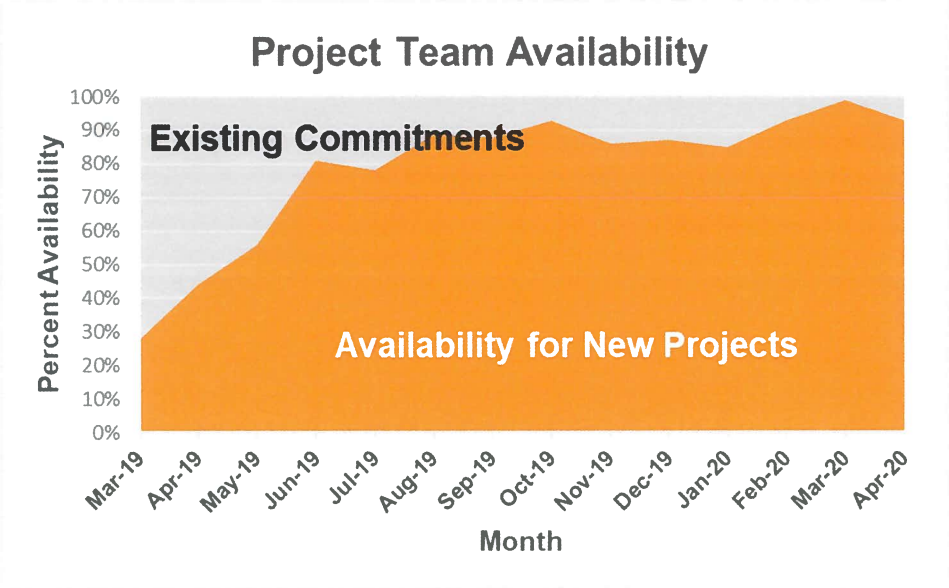
Scheduling System Ensures Designated Staff are Available for Project

Our customized staff scheduling program helps us determine staff availability relative to project deadlines. The program contains all currently-scheduled hours for all employees for up to 2 years from the present date. Project Managers can run reports to determine how many total hours are scheduled for a particular staff member in any given month, and who is scheduled for a particular project. This program also integrates with our accounting system to facilitate billing.

Our integrated, computerized, corporate-wide scheduling system gives us up-to-date status reports on the schedule of every staff member.

At the start of every project, the Project Manager enters the associated hours assigned for each staff member each month. All projects in the scheduling database are updated on a monthly basis through project completion, and staff availability is reviewed at that time to distribute workload appropriately among employees and confirm that ample time is available for staff to meet project deadlines.

By utilizing our integrated scheduling system to project current staff workload and upcoming project deadlines, we can determine if completing tasks or meeting deadlines for any specific project will become an issue, and we can reallocate internal efforts and resources, as necessary, before a concern becomes a problem. We are confident in our team's availability to meet the Village's project schedule, as substantiated by the graph below.



Scheduling system proves availability of staff.

Team's percentage of availability leads to responsive service.

Owner's Resource Requirements

Past Knowledge of Village Facilities and Use of Existing Data Helps Us Move Forward Quickly and Efficiently

During the project, the Village's support and services are expected to be limited, with no specific individual items taking a measurable amount of time. Tasks/services expected to be performed by the Village during the project are as follows:

- Furnish record drawings and specifications for the existing switchgear and switchgear building
- Provide us with access to the site when needed for field investigations (two visits expected)
- Answer project-related questions on existing equipment characteristics/operations and new equipment design preferences
- It may be necessary for us to request assistance from Village staff in order to confirm critical information on the existing switchgear components that would require investigation of the switchgear internal or programmed components onsite (e.g., existing breaker type/rating information, existing protective relay settings, etc.)

Gathering information at the start of the project shows that we value staff time and knowledge by maximizing efficiency while not sacrificing Village input.

Project Schedule

Proposed Schedule Provides Realistic Project Delivery

Below is a basic outline of the expected project schedule and project completion date. As noted under the *Content Requirements and Documentation* section, this schedule has been created reflecting a realistic timeline for the project. We can work with the Village at the start of the project to determine whether there are any stages of the project that can be expedited to achieve a completion date closer to the end of calendar year 2019, completion date identified in the RFP. Refer to the *Content Requirement and Documentation* section for a detailed schedule and additional information.

Task	Task Number	Completion Date
Agreement Execution/Notice to Proceed	1	March 29, 2019
Kickoff Meeting/Site Visit/Start of Preliminary Switchgear Package Design	1	April 1, 2019
Equipment Alternatives Review Meeting and Internal 50% Switchgear Package QC	2	May 2, 2019
Begin Preliminary Electrical Installation Package Design	5	May 3, 2019
90% Switchgear Package Design Documents to Owner	3	June 3, 2019
50% Electrical Installation Package Design Documents to Owner	5	June 3, 2019
90% Switchgear Package Design Documents Review Meeting and Internal 90% QC	3	June 10, 2019
50% Electrical Installation Package Design Documents Review Meeting	5	June 10, 2019
Electrical Installation Package Internal 60% QC	5	June 24, 2019
Switchgear Package Documents Sent Out for Bids	3	July 1, 2019
90% Electrical Installation Package Design Documents to Owner	5	July 19, 2019
Switchgear Package Bids Due	3	July 19, 2019
90% Electrical Installation Package Design Documents Review Meeting and Internal 90% QC	5	July 25, 2019
Electrical Installation Package Documents Sent Out for Bids	5	August 12, 2019
Switchgear Package Awarded/Notice to Proceed	3	August 16, 2019
Electrical Installation Package Bids Due	5	August 30, 2019
Electrical Installation Package Awarded/Notice to Proceed	5	September 27, 2019
Switchgear Shop Drawings Submitted (Round 1 of 2)	4	October 2, 2019
Electrical Installation Package Pre-Construction Meeting	6	October 4, 2019
Switchgear Shop Drawings Submitted (Round 2 of 2)	4	November 15, 2019
Switchgear Shop Drawings Approved	4	November 29, 2019
Switchgear Equipment Delivery	4	March 2, 2020
Substantial Completion	6	March 30, 2020
Final Completion	6	April 17, 2020
Project Completion		**April 24, 2020**

Other Relevant Information

Culture of Cost Control Results in Few Change Orders

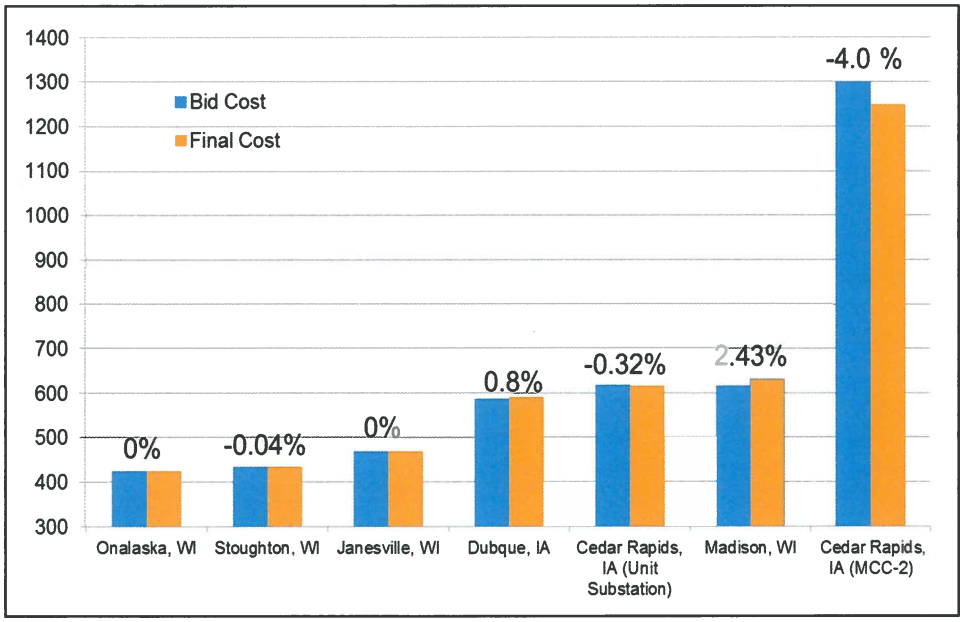
Controlling project costs, including engineering and construction costs, is one of the most important aspects of project management and cost control is truly part of our culture. Engineering cost tracking is a continuous process for every project. We understand that engineering fee adjustments can be difficult to justify, and, therefore, we are careful to establish a fair fee up front and then commit to getting the engineering project done for that fee. Timesheets are completed daily, and project reports are reviewed each week to compare engineering effort expended to the value of services accomplished in that week. Adjustments can then be made to maintain the overall project engineering budget. Throughout the project, we will send detailed invoices that include narrative progress reports, a cost report, completion comparison report, and an estimated date to completion as requested by the Village.

Our cost control approach addresses both control of engineering costs and, more importantly, construction costs.

Our construction cost development starts during the planning phase of the project when budgets are first calculated. The first project budget is developed after the project's requirements are defined and are based on actual equipment quotes, basic take-offs, past project experience, and our internal cost database of hundreds of projects. That first budget is typically developed with a 20 percent contingency to account for undefined elements of the project. During the design phase, the project budget will be updated at the 60 and 90 percent completion stages of the design, which coincides with our typical detailed design review meetings.

Change orders are a measure of an engineer's design accuracy, understanding of construction, and cost control in all phases of a capital project. Generally, a low ratio of change-order-dollars to bid-dollars indicates a high level of planning and design accuracy, which improves cost control on the project. The following graphic depicts the overall change order percentage on wastewater projects we have designed. Each of these projects represents multimillion-dollar investments. We are pleased that total construction costs exceed the actual bid price, on average, by only 0.40 percent, whereas the industry standard is approximately 5 percent. We believe this is truly indicative of the engineering performance the Village should expect from its consultant and the level of commitment we are prepared to provide.

We take pride in our history of providing concise, detailed engineering that results in plans and specifications that are accurate and easily understood by contractors, and ultimate value for the Village.



Recent electrical projects attest to our superior cost control measures.

Excellent Insurance Coverage Attests to Strong Business Practices

We carry comprehensive insurance coverage, including general liability, automobile liability, employer's liability, worker's compensation, umbrella coverage, and professional liability. In addition, we have had uninterrupted professional liability insurance coverage since 1969. As our carrier will attest, our annual coverage for and record of claims involving professional liability is superior with respect to other firms.

Attached is our Certificate of Liability Insurance that indicates the insurance coverage that may be applicable to this work. We believe in protecting our investment and our clients by maintaining more than adequate coverage in all areas.

We believe in protecting our investment and our clients by maintaining more than adequate coverage.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ansay & Associates, LLC.
702 N High Point Road
Suite 201
Madison WI 53717

CONTACT NAME: Susan Simoneau
PHONE (A/C, No, Ext): 800-643-6133 FAX (A/C, No): 608-831-4777
E-MAIL ADDRESS: sue.simoneau@ansay.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CNA Insurance Companies	35289
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED STRAASS-01
Strand Associates, Inc
910 W. Wingra Drive
Madison WI 53715

COVERAGES **CERTIFICATE NUMBER:** 1276961432 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X XCU cov. incl. X Blkt.Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			5099170076	1/1/2019	1/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 900,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS X HIRED AUTOS ☒ NON-OWNED AUTOS			5099170062	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** ☒ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			5099170059	1/1/2019	1/1/2020	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC595126844	1/1/2019	1/1/2020	X WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Full Prior Acts			AEH113974097	7/11/2018	7/11/2019	Each Claim Aggregate Full Prior Acts	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Certificate Holder

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Cost Proposal

Cost Proposal Reflects the Level of Effort Required to Meet Village Objectives

The engineering fee for each one of our projects is based on a thorough understanding of the requirements of the project and the associated manpower that is necessary to complete the project to a level of detail that ultimately provides our clients with consistent, competitive bids and minimal change orders. For this project, we have developed our engineering fee based on the tasks identified in our project approach, in accordance with the RFP. Our fee for all phases of the project will be invoiced on a monthly basis.

We base the engineering fee for each project on the requirements of the project and on the manpower needed.

We propose to provide engineering services for a **lump sum fee of $57,900**, including expenses. We have prepared this fee based on our understanding of the project and the requirements outlined in the RFP, but are open to modifying our Scope of Services and associated engineering fee if there is a desire to modify the scope of services to be provided.

The following table summarizes the anticipated level of effort in terms of staff hours per task and cost to complete the scope of services outlined in the *Content Requirements and Documentation* section included in this proposal. Preparation of this level of effort is based on our team's extensive experience performing similar designs and our understanding of the Village's goals and objectives. Our proposed fees are based on the requested Task Nos. 1 through 6.

Detailed work plan/ project-specific scope yields competitive engineering fee.

Work Plan Item	Project Manager	Project Engineers	Quality Control Engineer	Drafting and Clerical Support	Hours	Fee
Task 1	2	14	2	1	19	$4,200
Task 2	13	56	2	17	88	$14,500
Task 3	9	31	6	14	60	$10,100
Task 4	2	32	1	3	38	$6,200
Task 5	8	54	6	16	84	$13,800
Task 6	4	44	1	9	58	$9,100
Totals	**38**	**231**	**18**	**60**	**347**	**$57,900**

Agenda Item Executive Summary

Title: Resolution No. R-34-2019: Approving a Class A-1 Liquor License for FFMM, Inc d/b/a George Trois & Aboyer (Adoption)

Presenter: Marc Hornstein, Chief of Police and Peter Friedman, Village Attorney

Agenda Date: 04/04/2019

Consent: ✔ YES ☐ NO

☐ Ordinance
✔ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

None.

Executive Summary:

FFMM, Inc. previously operated a full-service restaurant at 64 Green Bay Road under the name "Restaurant Michael." FFMM, Inc. closed Restaurant Michael in March 2019 and desires to open a full-service restaurant under the name "George Trois & Aboyer" at 64 Green Bay Road. George Trois & Aboyer is a full-service restaurant that sells and serves alcoholic beverages incidental and complementary to the sale and service of meals for consumption. George Trois & Aboyer also has a counter area where food and liquor will be served. FFMM, Inc. has applied for a Class A-1 liquor license.

A Class A-1 liquor license authorizes the retail sale and service of alcoholic beverages by restaurants, but only when such sales and service are incidental and complementary to the sale and service of meals for consumption only on the premises where sold, provided that patrons may be served alcoholic beverages while waiting to be seated when no tables are available. The Class A-1 license shall additionally authorize the service of food or liquor at a counter, bar or waiting area, subject to certain conditions.

If approved, Resolution No. R-34-2019 will grant the requested liquor license, subject to the following conditions: (i) completion of the liquor license application background investigation by the police department; (ii) final inspection and approval of the premises; (iii) issuance of a certificate of occupancy for the premises. The Resolution will also update the appendix to Chapter 5.09 of the Village Code that sets forth all authorized licenses by classification, which is attached to the Resolution as Exhibit A.

Recommendation:

Consider adopting Resolution No. R-34-2019, "Approving and Authorizing a Class A-1 Liquor License for FFMM, Inc. (64 Green Bay Road)."

Attachments:

1) Resolution No. R-34-2019

RESOLUTION NO. R-34-2019

A RESOLUTION APPROVING AND AUTHORIZING A CLASS A-1
LIQUOR LICENSE FOR FFMM, INC.
(64 Green Bay Road)

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, FFMM, Inc. (***"Applicant"***) is the lessee of the property commonly known as 64 Green Bay Road in the Village (***"Property"***); and

WHEREAS, the Applicant desires to operate a full service restaurant on the Property known as George Trois & Aboyer (***"Business"***); and

WHEREAS, pursuant to Section 5.09.100 of the Winnetka Village Code, on February 5, 2019, the Applicant submitted an application to the Village for a Class A-1 liquor license (***"Liquor License"***) for the Business; and

WHEREAS, the Council of the Village of Winnetka (***"Village Council"***) has determined that it is in the best interest of the Village to approve and authorize the issuance of the Liquor License to the Applicant for the Business;

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 AND AUTHORIZATION OF LIQUOR LICENSE. The Village Council hereby approves and authorizes the issuance of the Liquor License to the Applicant for the Business.

SECTION 3: AMENDMENT TO AUTHORIZED LIQUOR LICENSES. Pursuant to Section 5.09.030 of the Village Code, the Village Council hereby amends the Appendix to Winnetka Village Code Chapter 5.09 to read as set forth in **Exhibit A** attached to and, by this reference, made a part of this Resolution.

SECTION 4: EFFECTIVE DATE. This Resolution will be in full force and effect from and after:

A. Its passage and approval according to law;

B. Approval of final inspection of the Business by the Village Chief of Police, or his designee;

C. Completion of a criminal background check of the Applicant by the Village Chief of Police, or his designee; and

D. Issuance of a certificate of occupancy for the Property.

ADOPTED this 4th day April, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

EXHIBIT A

APPENDIX TO WINNETKA VILLAGE CODE CHAPTER 5.09

Authorized Liquor Licenses

Classification	Issued	Licensee
A	~~4~~3	Kyoto Sushi Plus, Inc. ~~Michael~~ Little Lan's Café Aroma
A-1	~~7~~8	Avli Restaurant Little Ricky's Bad Dog House, LLC (Stacked and Folded) Trifecta Grill/The 21 Club Fred's Garage, LLC Mino's, LLC Paradise Food Italia, LLC **FFMM, Inc. (George Trois & Aboyer)**
A-2	1	Grateful Bites Pizza Shoppe, LLC
A-3	0	
A-4	0	
A-5	0	
B	3	Grand Food Center A1 Koh Enterprise Global, LLC (Lakeside Foods) Walgreens #21150
C	Unlimited	Issued on an event-by-event basis
D	2	Good Grapes Albatross Wine Company, LLC
E	0	
E-1	0	
E-2	1	Good Grapes
F	0	
P	1	Winnetka Park District
Wine Station Rider	1	Trifecta Grill/The 21 Club

[~~Deleted language is struck through~~; **inserted language is double underlined.**]

Agenda Item Executive Summary

Title: Resolution No. R-35-2019: Approving 2019 - 2022 Agreement between the Village of Winnetka and the International Association of Firefighters (Adoption)

Presenter: Megan E. Pierce, Assistant Village Manager

Agenda Date: 04/04/2019

Consent: ✔ YES ☐ NO

☐ Ordinance
✔ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

None.

Executive Summary:

The Village's prior contract with the International Association of Firefighters (IAFF) ended on December 31, 2018. Over the past several months, the Village and IAFF have met to review and negotiate a new agreement. The IAFF recently ratified the agreement reached by the two parties. The agreement must now be approved by the Village Council.

IAFF and the Village have reached agreement on a contract term beginning January 1, 2019 and ending December 31, 2022. The agreement would authorize wage increases as follows: 2.25% (2019), 2.50% (2020), 2.50% (2021), and 2.50% (2022).

Recommendation:

Consider adopting Resolution No. R-35-2019, approving the agreement between the Village of Winnetka, Illnois and the International Association of Firefighters Local 2077 for the period of January 1, 2019 to December 31, 2022.

Attachments:

- Resolution No. R-35-2019
- Exhibit A: 2019 - 2022 Agreement

RESOLUTION NO. R-35-2019

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF WINNETKA AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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 firefighters employed by the Village are represented by the International Association of Firefighters (***"IAFF"***); and

WHEREAS, the Village has negotiated a collective bargaining agreement with IAFF, with a term retroactively commencing on January 1, 2019 and ending on December 31, 2022 (***"Agreement"***); and

WHEREAS, IAFF members voted to approve the Agreement on March 18, 2019; 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 IAFF;

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, the Agreement on behalf of the Village.

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 __ day of April, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

_____
Village President

Countersigned:

_____
Village Clerk

EXHIBIT A

AGREEMENT

AGREEMENT BETWEEN

THE VILLAGE OF WINNETKA, ILLINOIS

AND

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2077

2019 - 2022

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ARTICLE I
RECOGNITION

Section 1.1. Recognition. The Village recognizes the Association as the sole and exclusive collective bargaining representative for all employees of the Village of Winnetka Fire Department in the rank or classification of Firefighter, Firefighter/Engineer, Firefighter/Paramedic, Lieutenant, Lieutenant/Paramedic, Captain, and Captain/Paramedic, but excluding all employees of the Village of Winnetka in the rank of Chief and Deputy Chief, all supervisors, confidential employees, managerial employees and short term employees as defined by the Illinois Public Labor Relations Act, and all other employees of the Village of Winnetka.

ARTICLE II
ASSOCIATION RIGHTS

Section 2.1. Dues Deductions. While this Agreement is in effect, the Village will deduct from each employee's paycheck, in equal amounts, the uniform, regular monthly Association dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective check-off authorization form. The Village will honor all executed check-off authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked. An employee desiring to revoke the dues check-off may do so at any time by providing written notice to the Village and the Association. If a conflict exists between the check-off authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the Village to an address provided by the Association together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Association agrees to refund to the employee(s) any amounts paid to the Association in error on account of this dues deduction provision.

The actual dues amount to be deducted shall be certified to the Village by the Association, and shall be uniform in dollar amount for each employee in order to ease the Village's burden of administering this provision. The Association may change the fixed uniform dollar amount which will be regular monthly dues once each calendar year during the life of this Agreement. The Association will give the Village sixty (60) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Indemnification. The Association shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Association that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article.

Section 2.3. Use of Village Facilities and Equipment. With the prior approval of the Fire Chief or his designee, Association representatives may use Village copy machines, computers, and fax machines. The Association may use Village facilities for Association meetings with the prior approval of the Fire Chief or his designee. Such use shall not take precedence over Village needs and any materials used or other costs incurred shall be reimbursed by the Association if requested by the Village. Except as otherwise expressly provided in this Agreement or with the prior approval of the Fire Chief or his designee, no Association business shall be conducted during the time that employees are performing assigned duties and responsibilities and/or when it interferes with Departmental operations.

Section 2.4. Bulletin Board. The Village will make available bulletin board space in the day room of the fire station for the posting of official Association notices and information of a non-political and non-inflammatory nature. The Association will limit the posting of Association notices to said bulletin board. Any Association material to be posted on the bulletin board shall be approved by a member of the Association Executive Board prior to posting.

ARTICLE III
MANAGEMENT RIGHTS--RULES AND REGULATIONS

Section 3.1. Management Rights. Except as limited by the provisions of this Agreement, the Village retains all of its inherent rights to manage and direct the affairs of the Village in all of its various aspects, including but not limited to the following: to determine the operations, services, policies and missions of the Village and its Fire Department; to manage, supervise and direct its employees; to determine the qualifications for employment and job positions and to employ employees; to schedule and assign work, to transfer and reassign employees; to establish reasonable work and productivity standards; to determine the methods, means, organization and number of personnel by which departmental services shall be provided; to evaluate employees; to change or eliminate existing equipment or facilities and to introduce new equipment or facilities; to discipline, suspend and discharge employees for just cause (probationary employees without cause); and to lay off employees. The Village shall also have the right to take any and all actions as may be necessary to carry out the mission of the Village and the Fire Department in the event of civil emergency as may be declared by the Village President, the Village Manager, Fire Chief or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes.

It is provided, however, that the exercise of any of the foregoing rights shall not conflict with any other provision of this Agreement.

Section 3.2. Rules and Regulations. It is understood that new or revised reasonable written rules, regulations, policies and procedures are established by the Village from time to time. Except in an emergency, the Association shall be given notice of any proposed additions or changes and a reasonable opportunity to present its comments prior to finalization. Except in an emergency, any new or revised reasonable written rule, regulation, policy or procedure shall be posted no less than ten (10) days before becoming effective or enforceable.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 4.1. Definition. A "grievance" is defined as a dispute or difference of opinion concerning the interpretation or application of the provisions of this Agreement raised by an employee against the Village or by the Association if it is a grievance arising out of the same facts and involves two or more employees. This grievance procedure shall supersede any other Village grievance procedure. An Association grievance as herein defined may by mutual agreement of the Fire Chief and an Association representative be directly submitted at Step 2 within the time limits for filing a grievance at Step 1; if there is no such mutual agreement, an Association grievance may be filed at Step 1.

Section 4.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his supervisors to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed in the following manner:

Step 1: An employee who believes that he/she has a grievance, or the Association, whichever is applicable, shall present the grievance in writing to the Deputy Chief. To be timely, the grievance must be received by the Deputy Chief, or designee, no later than ten (10) calendar days after its occurrence or ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of its occurrence. The written grievance shall include a statement of all relevant facts, the provision or provisions of the Agreement alleged to be violated, and the remedy requested. The Deputy Chief, or the Deputy Chief's designee, shall provide a written response within seven (7) calendar days after the grievance is presented at Step 1.

Step 2: If the grievance is not settled at Step 1, the written grievance may be appealed in writing by the employee or by the Association, whichever is applicable, and must be received by the Fire Chief, or designee, no later than seven (7) calendar days after the date of the response of the Deputy Chief, or the Deputy Chief's designee. The Fire Chief, or the Chief's designee, shall meet with the employee, and an Association representative if the employee or the Association so desires, in an effort to resolve the grievance within seven (7) calendar days after the Chief, or the Chief's designee, receives the grievance. The Chief, or the Chief's designee, shall reply in writing to the grievance within seven (7) calendar days after the date of the meeting.

Step 3: If the grievance is not settled in Step 2, the written grievance may be appealed in writing by the employee or by the Association representative to the Village Manager, or the Manager's designee, and must be received by the Village Manager, or the Manager's designee, not later than ten (10) calendar days after the Association receives the Step 2 written reply of the Fire Chief, or the Chief's designee. The Village Manager or the Manager's designee shall make such investigation of the facts and circumstances as the Manager, or the Manager's designee, deems necessary, and may meet with the Association representative and

such other individual(s) as may be necessary to review the facts surrounding the grievance. The Village Manager or the Manager's designee will give a written answer to the grievance within ten (10) calendar days after the date of the meeting, or if there is no meeting, within fourteen (14) calendar days after the date the grievance was received by the Manager, or the Manager's designee.

Section 4.3. Arbitration. A grievance not settled in Step 3 may be appealed by the Association to arbitration by serving on the Village a written request to arbitrate and said request must be received by the Village Manager, or the Manager's designee, not later than fifteen (15) calendar days after the Association receives the written reply of the Village Manager or the Village Manager's designee, It is acknowledged that the Association has the right to exercise its discretion to determine whether to appeal an employee's grievance to arbitration. More than one grievance may be appealed to the same arbitrator if both parties mutually so agree in writing.

If the parties fail to agree upon an arbitrator within fifteen (15) days after receipt of the written request to arbitrate, they shall request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) proposed arbitrators, all of whom are members in good standing of the National Academy of Arbitrators and who maintain a primary residence in Illinois. In case of interest arbitration, arbitrators shall also have experience in interest arbitration, which shall include issuing at least two (2) interest arbitration decisions in the Illinois public sector. The parties may each strike one (1) panel. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. During the term of this Agreement the parties shall alternate in striking the first name from the panel, with the Association striking first for the first grievance appealed to arbitration, the Village striking first for the second grievance appealed to arbitration, etc.

Section 4.4. Arbitrator's Authority. The arbitrator shall consider and decide only the issues raised by the grievance as submitted to the arbitrator concerning whether there has been a violation, misinterpretation or misapplication of the provisions of this Agreement and, if the arbitrator finds that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement, the appropriate remedy. The arbitrator shall have no authority or right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the issue or issues appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his/her decision to the Village and the Association within thirty (30) days following the close of the hearing or the date on which post-hearing briefs are submitted, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts presented in the grievance. Subject to the arbitrator's compliance with the provisions of this Section, the decision of the arbitrator shall be final and binding on the Village, the Association, and the grievant. The fees and expenses of the arbitrator shall be borne equally by parties, but each party shall be responsible for compensating its own representatives and witnesses. If both parties mutually agree on having the hearing transcribed, the cost shall be split by the parties. Otherwise, any party desiring a transcript shall be responsible for the cost of same.

Section 4.5. Time Limits. If a decision is not rendered by the Village within the time limits provided for in this grievance procedure, the aggrieved employee or the Association, whichever is applicable, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved employee or the Association does not submit the grievance or appeal the Village's decision in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the Village without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Association and the Village.

Section 4.6. Pay Status While Attending Grievance Meetings. Whenever practicable, the Village will schedule grievance meetings provided for in this Article during the work shift of the grievant. The grievant and, if requested by the grievant, one Association representative who works on the same shift shall be permitted to attend such meeting without loss of pay. Under no circumstances shall the Village be obligated to pay any employee overtime pay for attendance at grievance meetings.

Section 4.7. Miscellaneous. No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, for purposes of determining whether this Agreement has been violated, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village that the Village has not previously agreed to in writing, unless the member of the bargaining unit is acting at the specific direction of the Fire Chief or other supervisory/managerial employee who is excluded from the bargaining unit set forth in Article I.

Nothing in this Agreement prevents an employee from presenting a grievance to the Village and having the grievance heard and settled without the intervention of the Union; provided, however, that the Union is afforded the opportunity to be present at such conference and that any settlement shall not be inconsistent with the terms of this Agreement.

For the purposes of this Article, the Association shall provide the Village with written notice of the name of at least one bargaining unit employee on each shift who is authorized to receive Village responses to grievances.

ARTICLE V
NO STRIKE--NO LOCKOUT

Section 5.1. No Strike. Neither the Association nor any of its officers or agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform mandatory overtime, concerted mass resignations or concerted mass absenteeism.

Section 5.2. No Lockout. The Village will not lockout any employee as a result of a labor dispute with the Association.

ARTICLE VI
HOURS OF WORK, JOB DUTIES AND OVERTIME

Section 6.1. No Guarantee of Hours of Work. Nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, tour of duty, work period or year.

Section 6.2. Shifts and Tours of Duty. Except as otherwise provided in this Agreement, employees shall be assigned to regular duty shifts which shall commence at 0700 hours and shall end at 0700 the following day. The regular duty schedule shall be one shift on duty followed by two (2) shifts off duty. The regular tour of duty shall be twenty-seven (27) days.

Section 6.3. Computation of Hourly Rate of Pay for All Purposes. For purposes of computing and determining an employee's hourly rate of pay for all pay purposes under this Agreement, an employee's annual base salary and any longevity pay shall be added together and that sum shall be divided by 2,600 hours for 24-hour shift employees.

Section 6.4. Overtime Pay. For all hours worked beyond an employee's scheduled shift hours, or beyond scheduled duty trade hours that are not part of the employee's regularly scheduled shift hours, an employee shall be paid time and one-half the employee's hourly rate of pay for overtime pay purposes as set forth in Section 6.3 above. Overtime pay shall be rounded to the nearest quarter hour and paid in 15 minute increments.

Section 6.5. Assignment of Non-Emergency Duties. The assignment of shift employees to non-emergency duties and responsibilities shall normally commence at and shall not normally extend beyond the following hours:

Monday through Saturday	0700 hours to 1600 hours
Sundays	0700 hours to 1130 hours
Holidays	0700 hours to 0900 hours

For the purposes of this Section, holidays shall be the actual day on which the following eight holidays fall: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas, and Christmas Eve Day.

The hours beyond which non-emergency duties do not normally extend may be extended to perform work related to public education/public relations/customer service (e.g., station tours, block parties, parades, fireworks, children's fairs).

Employees may be scheduled for night drills not more frequently than required by ISO or a fire department accrediting organization, provided that any such night drills will not be scheduled on Saturdays, Sundays, and the holidays specified above. On shifts when night training is scheduled, the hours that shift employees are assigned to non-emergency duties and responsibilities shall be reduced on an hour for hour basis.

Section 6.6. Job Duties. The primary job duties that employees covered by this Agreement may be assigned to shall be fire suppression, prevention and extinguishment, emergency medical services, rescue, hazardous materials, incident management, training, public education, and the normal and routine maintenance of equipment, fire station and grounds. It is recognized that changes in job duties and job functions will occur from time to time and that the Village may assign employees job duties and job functions reasonably related to those set forth above. Nothing herein shall limit assignments during emergency conditions or situations which threaten citizens' lives or property.

Employees may volunteer and the Village may ask for volunteers, to perform job duties unrelated to the primary job duties set forth above, but an employee's refusal to volunteer to perform such unrelated duties shall not be cause for discipline.

Section 6.7. Meal Period and Shopping. Subject to emergency calls, between 0700 hours and 1600 hours on Monday through Saturday 24-hour shift employees shall receive two breaks of 15 minutes each and one lunch period of one and a half hours Monday through Saturday. On Sundays, 24-hour shift employees shall receive one break of 15 minutes. Each morning one employee will be given 45 minutes (normally scheduled sometime between 0700 hours and 0900) to shop for food in a staff vehicle within the Village or within one mile of the boundaries of Winnetka/Kenilworth. Cooking time for lunch and for all dinners shall occur outside the hours allotted for the performance of non-emergency duties.

Section 6.8. Distribution of Hirebacks and Holdovers. The Fire Chief or his designee shall have the right to require overtime work. Both holdovers and hirebacks shall be distributed by qualifications if needed (e.g., paramedic, fire apparatus engineer, officer). The assignment to work holdovers or hirebacks shall be in accordance with the following procedures for both shift coverage and special details:

A. **Hirebacks of More Than 48 Hours Notice**

1. The Fire Chief or designee shall provide every available employee the opportunity to express interest in working a predetermined hireback or detail when there is more than 48 hours notice, and shall establish a list reflecting such interest. The list shall include the date, time, number of hours, reason for the hireback, and a deadline in which to express an interest in working. Once the deadline has passed, any member who has not indicated on the list whether he wishes to work the overtime will be considered a "no" response to the voluntary opportunity.

2. If such hireback is needed, the Fire Chief or designee shall assign the hireback or detail to the employee(s) on the list who desire the hireback, who are qualified for the hireback in question, and who have the least amount of overtime from hirebacks, and details (excluding standby, holdovers, classes, meetings, seminars, special teams events, CPR/First Aid instruction and recall overtime) during the fiscal year.

3. If no employee is interested in working the hireback, then the holdover procedure shall be used.

B. Hirebacks of Less Than 48 Hours Notice

4. If a hireback is needed with less than 48 hours notice to the employees, the Fire Chief or designee shall notify all employees via pager and/or text messaging. The notice shall include the date, time, hours, and reason for the hireback. Employees interested in working the hireback shall notify the Fire Chief or designee within the designated time period of receiving the page (15 minutes or longer). The hireback shall be assigned to the employee(s) who affirmatively respond to the page within the designated time period, who are qualified for the hireback in question, and who have the least amount of overtime from hirebacks and details (excluding standby, holdovers, classes, meetings, seminars, special teams events, CPR/First Aid instruction, and recall overtime) during the fiscal year.

5. If no employee is interested in working the hireback, then the holdover procedure shall be used.

C. Holdovers

6. If it is determined that there is a need for a holdover by the Fire Chief, or his designee, pursuant to guidelines that may be established from time to time by the Fire Chief, or his designee, the least senior qualified employee(s) on the off-going shift shall be held over, unless such employee(s) is able to find a qualified replacement.

7. The work period for a holdover shall be contiguous with the regularly assigned shift of the employee being held over.

D. Standbys

8. A standby list shall continue to be maintained by the Deputy Chief which shall list all employees in order by the proximity of their residence to the Fire Department.

9. When there is a need for a standby (i.e., a situation where there is a need for an immediate replacement or additional staffing), not more than two (2) employees will be called back from the standby list, starting with the employee on the top of the standby list who can respond to the station within forty-five minutes and is qualified for the work in question.

10. Employees reporting for duty pursuant to such standby call back shall receive a minimum of two (2) hours pay at the applicable overtime rate from the time they were contacted for the standby until released by the shift commander, provided that if they are recalled within two hours of the beginning of their shift, they shall receive the actual amount of overtime due from time of the standby call back to the start of their shift to the nearest quarter hour.

E. Recalls

11. Any employees in excess of two (2) recalled back to duty in a situation where it does not continuously precede their scheduled working hours shall receive a minimum of three (3) hours pay at the applicable overtime rate, from the time of the recall page until released by the shift commander, provided that if they are recalled within three (3) hours of the beginning of their shift, they shall receive the actual amount of overtime due from time of the recall to the start of their shift to the nearest quarter hour. When employees respond to a recall on the day prior to their regularly assigned shift and perform EMS, suppression or ancillary duties within seven (7) hours prior to the start of their regularly assigned shift, the Chief or Deputy Chief will take the performance of such duties into account in assigning non-emergency duties during their regularly assigned shift.

12. In order to receive the minimum guarantee of three (3) hours, the employee must report within sixty (60) minutes from the time of the recall. If the employee responds to the recall, but does not do so within the required sixty (60) minutes, the employee shall only receive pay at the applicable overtime rate from the time he reports until the time in which he is released from the recall, provided he responds within 90 minutes. Any response greater than 90 minutes will require the approval of the Fire Chief or his designee.

13. This subsection concerning recalls shall not be applicable to overtime work covered by subsections A, B and C. Scheduled staff meetings, team meetings, and training shall not be considered recalls for the purposes of this subsection.

F. Nothing in this Agreement shall require the Village to interrupt work in progress at the end of an employee's normally scheduled shift (e.g., an ambulance run). If any employee establishes that he has not received his appropriate share of overtime opportunities, the Deputy Chief shall give such employee first preference to future overtime opportunities to correct the situation.

G. The Deputy Chief shall maintain an up-to-date list of overtime hours worked for hirebacks and details. This list shall continue to be made available to the Union President and shift commanders via Department e-mail whenever overtime is assigned, or changes are made.

Section 6.9. Duty Trades. (a) Employees shall have the right to request an exchange of duty shifts. Requests for duty trades must be submitted at least three (3) weekdays in advance. The Fire Chief or Deputy Chief may approve in writing an exception to the required advance notice due to extenuating circumstances. Except as provided in subsection (b) immediately below, to insure an orderly exchange of duty between employees, duty trades shall only be allowed within the same class, i.e., non-officer for non-officer and officer for officer. Three or more consecutive duty trades may be granted only with the written approval of Fire Chief or Deputy Chief. The employee who accepts the trade, not the employee who would otherwise work the shift, shall be the one scheduled and responsible for the applicable shift hours. All approved duty trades must be paid back within a twelve month period from the date of the trade,

except that trades shall be paid back prior to a shift transfer when the involved employees will be transferred to the same shift.

(b) If there is a duty trade between a Lieutenant and a Captain, or between a Firemedic and an officer, no acting pay shall be paid as a result of the trade. Officers shall be permitted to request a duty trade with Firemedics who are on the active Lieutenants Final Promotion List at the time of the request. A duty trade between an officer and a Firemedic shall not be allowed if it would create an instance where there are no officers on duty.

Section 6.10. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VII
SENIORITY, LAYOFFS AND RECALLS

Section 7.1. Seniority. Seniority is defined as an employee's length of continuous full-time service with the Village since the employee's last date of hire in a bargaining unit position. Bargaining unit employees hired on the same date shall be ranked for seniority purposes according to their respective standings on the eligibility list. Solely for purpose of determining eligibility for economic fringe benefits (e.g., vacation), employees shall be additionally credited for full-time employment with the Village in non-bargaining unit positions. Seniority shall not include periods of unpaid leave time in excess of thirty (30) days or any periods of unpaid FMLA leave.

Section 7.2. Probationary Period. The probationary period for newly hired employees shall be twelve (12) months in duration, which may exclude periods of training, or injury or illness leaves, including duty related leave, in excess of 30 calendar days as provided in 65 ILCS 5/10-2.1-6.3(c). During the probationary period, an employee is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure, except that if an employee's probationary period is extended beyond one year, because he/she is required as a condition of employment to be a certified paramedic, then the sole reason that the employee may be discharged without a hearing, during the extended probationary period, is for failing to meet the requirements for paramedic certification.

Section 7.3. Layoffs. If the Village determines that it is necessary to lay off employees due to lack of work and/or lack of funds, layoffs shall be made by inverse order of seniority. It is provided, however, that if the position of an employee on disability has been filled and the employee returns to such position, then such layoff may be by rank in reverse order of seniority. In any such situation at least four (4) weeks advance notice shall be provided to the affected employees.

Section 7.4. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided that no employee may be recalled to a higher rank than the rank he/she has as of the date of layoff. Employees who are eligible for recall shall be given fifteen (15) calendar days' notice of recall and notice of recall shall be by certified or registered mail with a copy to the Association, provided that the employee must notify the Fire Chief or the Chiefs designee of the employee's intention to return to work within five (5) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or the Chiefs designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list. If an employee is recalled to the employee's former job and requires additional training, the Village shall provide that training at the Village's expense.

Section 7.5. Rate of Pay. Due to a layoff, a higher ranked employee shall, at his option, be assigned to a lower paying rank if the employee so desires (provided his/her seniority permits), or accept the layoff. If the employee opts for the lower rank rather than accept a layoff,

the employee will be paid in accordance with the employee's seniority as applied to the progression schedule in effect for the lower paying rank. Should a permanent vacancy in the employee's higher rank become available, the employee shall be restored to that rank (seniority permitting) and at the pay for the higher rank.

Section 7.6. Effects of Layoff. During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

1. An employee shall be paid for any earned but unused vacation days and any other earned and accrued benefits.

2. An employee shall be paid for any earned but unused sick leave hours on the same basis as the employee would be eligible to be paid for such hours if the employee retired or his employment has been terminated.

3. One week's pay for each year of employment (rounded up to the nearest complete year) with the Village, with a minimum of four weeks salary.

4. One week's continued health insurance at Village expense for each year of employment (rounded up to the nearest complete year) with the Village, with a minimum of one month of continued coverage. Thereafter, an employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, single plus one or family coverage.

5. If an employee is recalled, any sick leave hours that have not been compensated as provided in subsection 2 above that the employee had as of the effective date of the layoff shall be restored. Example: If an employee had 480 hours of earned and unused sick leave as of the effective date of the layoff and the employee received compensation for 240 such hours, the employee would have 240 hours of sick leave restored if he is recalled.

Section 7.7. Posting of Seniority List. The Village agrees to post, on an annual basis, a list covering the names of employees who are covered by this Agreement, in order of seniority from last date of hire. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Association's receipt of the list.

Section 7.8. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

(a) quits;

(b) is discharged and is not reinstated;

(c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);

(d) is laid off for a period in excess of two (2) years.

Nothing in this Section is intended to or shall interfere with the right of an employee on a disability pension to be returned to work in accordance with the statutory provisions governing same.

ARTICLE VIII
VACATIONS

Section 8.1. Eligibility and Allowances. All employees shall be eligible for paid vacation time. Employees start to earn paid vacation time as of their date of hire and can use paid vacation time when they have been employed for 180 days. Vacation time shall be earned based on the following schedule, beginning January 1, 2016:

Length of Continuous Active Service	**Vacation Days Earned**
In 1st calendar year through calendar year in which 4th anniversary date of employment	5 shift days
Calendar year in which 5th anniversary date of employment occurs	5.5 shift days
Calendar year in which 6th anniversary date of employment occurs	6 shift days
Calendar year in which 7th anniversary date of employment occurs	6.5 shift days
Calendar year in which 8th anniversary date of employment occurs	7 shift days
Calendar year in which 9th anniversary date of employment occurs	7.5 shift days
Calendar year in which 10th anniversary date of employment occurs	8 shift days
Calendar year in which 11th anniversary date of employment occurs	8.5 shift days
Calendar year in which 12th anniversary date of employment occurs	9 shift days
Calendar year in which 13th anniversary date of employment occurs	9.5 shift days
Calendar years in which 14th anniversary date of employment occurs	10 shift days
Calendar year in which 15th through 21st anniversary date of employment occurs	10.5 shift days
Calendar year in which 22nd anniversary date of employment occurs	11 shift days
Calendar year in which 23rd anniversary date of employment occurs	11.5 shift days
Calendar year in which 24th anniversary date of employment occurs	12 shift days
Calendar year in which 25th anniversary Date of employment occurs & subsequent years	12.5 shift days

Except for extenuating circumstances or for good cause shown and with the prior written approval of both the Fire Chief and the Village Manager, no vacation time may be carried over from one calendar year to the next.

Section 8.2. Vacation Pay. Vacation pay shall be based on the employee's regular pay in effect on the payday immediately preceding the employee's vacation. Employees will be paid their vacation pay as part of their regular paycheck for the period in which that vacation is taken.

Section 8.3. Scheduling. Subject to the direction of the Fire Chief, the Shift Commander shall coordinate time off scheduling. Selection of time off shall be scheduled by shift on a seniority basis and shall begin on or before September 15 and shall be completed by December 1. Time off selections shall be done in the following order:

1. Initial vacation selection periods shall not exceed seven (7) shift days.

2. After initial vacation selections have been completed, all remaining vacation time selections shall be made on a seniority basis until all vacation time has been selected.

3. After all vacation days have been selected, holiday time selections shall be made on a seniority basis until all holiday time has been selected.

4. After all holidays have been selected, FLSA time shall be selected on a seniority basis.

Half day selections may be combined to allow for a full shift off. Any half day selections shall be evenly split between AM (first half of the shift) and PM (second half of the shift). One full day or two half days (one for the first half of the shift and one for the second half of the shift), but not both, shall be available per shift for employees to make time off selections, except for the days on which the following holidays fall on the calendar two full days or four half days (i.e., two for the first half of the shift and two for the second half of the shift), but not both, shall be available: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, day after Thanksgiving Day, Christmas Eve, and Christmas Day. On any of these specified holidays, only one full day or two half days (one in the first half of the shift and one in the second half of the same shift), but not both, may be selected by a lieutenant or captain. The designation of the foregoing holidays shall be for the purpose of this Section only.

Section 8.4. Vacation Pay upon Termination. Upon termination of employment, employees shall be paid on a pro rata basis for any unused vacation time earned in the year of termination. For purposes of this Section, if the effective date of an employee's termination of employment falls on the fifteenth of the month or later, the employee shall be credited with earning vacation hours for that month.

ARTICLE IX
HOLIDAYS AND FLSA DAYS

Section 9.1. Holidays.

A. In lieu of holidays, employees shall be granted three and one-half (3 ½) shift days to be taken as paid time off during the calendar year (i.e., a total of 84 hours). Such holiday time off for each calendar year shall be scheduled in the preceding calendar year after vacations in accordance with the provisions of Section 8.3 (Scheduling).

B. Employees who are employed as of January 1 of each fiscal year shall be paid holiday compensation of sixty-one (61) hours effective at time and one-half the employee's straight time hourly rate of pay. Payment shall be included in the employee's second paycheck in April and shall be advanced payment of holiday compensation for the fiscal year commencingJanuary 1.

Employees hired after January 1 in the fiscal year shall be paid on a pro-rata basis of 1/12 of the holiday pay for each month in which the employee was employed on the fifteenth of each month remaining in that fiscal year.

If an employee receives holiday compensation and terminates employment prior to the end of the fiscal year, the employee shall reimburse the Village pro-rata on the basis of 1/12 holiday compensation for each month the employee was not employed on the fifteenth of the month in which employment is terminated and each month thereafter in the fiscal year. Reimbursement shall be by means of a deduction from the employee's paycheck, or if the employee's paycheck is insufficient, by paying the amount owed to the Village.

Section 9.2. FLSA Days. Employees shall be entitled to seven and one-half (7 ½) FLSA days without reduction in pay, which days shall be scheduled after vacations and holiday time off in accordance with the provisions of Section 8.3 (Scheduling). Upon termination of employement, employees shall be paid on a pro rata basis for any unused FLSA days earned in the year of termination. For purposes of this section, if the effective date of an employee's termination of employment falls on the fifteenth of the month or later, the employee shall be credited with earning FLSA hours for that month.

Section 9.3. FLSA Overtime. The Village represents that it understands that the scheduling of FLSA time in the manner set forth in this Agreement which gives employees flexibility in the scheduling of FLSA time off satisfies the FLSA and that the Village is not under any obligation to pay any FLSA overtime. If, however, it is ever determined by the Department of Labor or any court that the Village has any FLSA overtime obligation for regularly scheduled hours of work, then upon written request by either party, the parties shall immediately meet to agree upon a method of scheduling FLSA time off that will eliminate any such FLSA overtime liability for regularly scheduled hours of work. If the parties are unable to agree upon such a method within thirty (30) days, the parties shall submit the issue to expedited arbitration. If the parties are unable to agree on an arbitrator within seven (7) days, the parties shall immediately request that the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators in the Chicago

metropolitan area and available to hear and decide the issue within fourteen (14) days of the date the arbitrator is selected. The parties shall select the arbitrator within seven (7) days after receipt of the FMCS panel by alternatively striking a name until one (1) name remains, who shall be the arbitrator. The party who strikes first shall be determined by a coin toss. The arbitrator shall be limited to deciding the method of scheduling FLSA time off that will eliminate any FLSA overtime liability for regularly scheduled hours of work, using the criteria typically used by interest arbitrators to resolve interest disputes.

ARTICLE X
SICK LEAVE

Section 10.1. Accrued Sick Leave. All full-time employees shall be eligible to accrue paid sick leave as provided herein. The sick leave benefit shall be accrued at the rate of twelve (12) hours for each month of employment to begin at the date of employment. Employees who complete part of a work shift and go home sick will be debited for the amount of accrued sick leave used in fifteen minute increments. An employee may use sick leave for absence from work due to the employee's own illness or non-duty related injury, provided proper notice to the employee's supervisor has been given in accordance with Section 10.2. In addition, in an emergency situation, an employee may request to use sick leave and if such a request is made, the employee shall inform the Village of the anticipated length of time that the employee needs to deal with the emergency. Any such request shall not be unreasonably denied. The employee may be required to substantiate the reasons for requesting use of sick leave in an emergency situation. All outside employment activity that is inconsistent with the purpose of the sick leave must be discontinued while on sick leave.

Because sick leave may be used before it has been earned, any unearned sick leave time that has been used will be deducted on a pro rata basis from the final paycheck when an employee terminates employment with the Village.

Section 10.2. Request for Sick Leave. Employees requesting sick leave must call the on-duty supervisor as soon as possible, and preferably not less than one (1) hour prior to the start of the scheduled workday. Absent extenuating circumstances, an employee's failure to inform the on-duty supervisor each day of absence, or at agreed intervals in the case of an extended illness, will result in a loss of that day's sick leave pay. Employees will comply with reasonable reporting rules as may be established by the Fire Chief.

An employee may be required by the Village to substantiate proof of illness when there is reason to suspect sick leave abuse.

Where the employee is absent for more than two (2) shift days, the employee may be required by the Village to bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work.

Section 10.3. Sick Leave Buyback.

A. Employees Who Were Hired Before April 1, 2012

Effective April 1, 2012, the following provisions shall be applicable to employees hired before April 1, 2012:

Annual Buyback

1. Effective April 1, 2012, sick leave in excess of two hundred forty (240) hours may be cashed in at 50% up to the greater of the maximum number of accrued but unused sick leave hours as of December 31, 2011 or 900 hours at the employee's regular hourly rate.

2. Any hours above the maximum number of accrued but unused sick leave hours as December 31, 2011 or 900 hours may be cashed in at 30%.

3. Any such requests must be made prior to September 1. The employee's cashed-in sick pay will be included in the employee's second paycheck issued the following year.

Buyback at Termination

1. Employees who have less than twenty (20) years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave hours accrued but not used as of the date of termination that are in excess of two hundred forty (240) hours and up to the maximum set forth in subparagraph 3 below.

2. Employees who have twenty (20) or more years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave hours accrued but not used as of the date of termination up to the maximum set forth in subparagraph 3 below.

3. The maximum number of sick leave hours that will be paid at 50% of the employee's then current regular hourly rate of pay will established based on the greater of the number of accrued but unused sick leave hours as of December 31, 2011 or 900 hours.

4. All sick leave hours accrued but not used as of the date of termination that are above the maximum set forth in subparagraph 3 above will be paid at 30% of the employee's then current regular hourly rate of pay.

B. Employees Hired on or after April 1, 2012

Effective April 1, 2012, the following sick leave buyback provisions shall be applicable to bargaining unit employees who were hired on or after April 1, 2012:

Annual Buyback

1. Sick leave in excess of forty hundred eighty (480) hours may be cashed in at 30% at the employee's regular hourly rate.

2. Any such requests must be made prior to September 1. The employee's cashed-in sick pay will be included in the employee's second paycheck issued the following year.

Sick Leave Buyback at Termination

Upon termination of employment in good standing, compensation at 30% of the employee's then current regular hourly rate of pay shall be paid for all sick leave hours accrued but not used in excess of four hundred eighty (480) hours.

C. Generally

Because sick leave may be used before it has been earned, any unearned sick leave time that has been used will be deducted on a pro rata basis from the final paycheck when an employee terminates employment with the Village.

D. Maximum Accumulation

Employees shall be subject to a maximum sick leave accumulation amount of two thousand one hundred sixty (2,160) hours as of the end of the fiscal year. Effective April 1, 2012 all employees shall be paid thirty percent (30%) of the value of any accrued but unused sick days above two thousand one hundred sixty (2,160) hours that have not been used during the fiscal year, said amount to be paid during January of the following year.

E. Death Benefit.

If an employee dies while on the active payroll of the Village and the employee had accumulated sick leave at the time of death, a death benefit based on that accumulated sick leave will be paid to the employee's spouse or, if no spouse, to the employee's estate. The amount of the death benefit shall be calculated in the same way that the death benefit based on accumulated sick leave is calculated for the Village's unrepresented employees who are similarly situated.

ARTICLE XI
ADDITIONAL LEAVES OF ABSENCE

Section 11.1. Discretionary Leaves. The Village, in its discretion, may grant a leave of absence under this Article to any bargaining unit employee. Any request for a leave of absence shall be submitted in writing by the employee to the Fire Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for a leave of absence shall, if granted, be furnished to the employee by the Fire Chief or the Chief's designee and shall be in writing. The Village shall set the terms and conditions of the leave, including whether or not the leave is with or without pay and with or without benefits.

Section 11.2. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay or benefits (including, but not limited to, health insurance benefits, subject to any employee contributions that may be applicable)for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work. Subject to the court's direction, the employee is expected to report for work whenever the court schedule permits. Either the Village or the employee may request an excuse from jury duty if in the Village's judgment the employee's absence would create serious operational difficulties. An employee shall immediately notify the Fire Chief or the Chief's designee if the employee is required to report for jury duty and shall provide a copy of the subpoena immediately after it is received. All monies received for jury service may be retained by the employee to cover transportation expenses.

Section 11.3. Witness Duty. Employees required to appear in court for witness duty or required to appear for depositions when subpoenaed to do so for work-related matters will be compensated by the Village at their regular pay during their normally-scheduled hours, and at time and one-half their hourly rate for hours beyond their regularly scheduled hours. Employees will be granted unpaid time off to appear in court in response to a non-work-related subpoena. Employees are free to use any available accrued vacation to receive compensation for the period of this absence. The subpoena should be shown to the employee's supervisor as soon as reasonably possible after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. Subject to the court's direction, the employee is expected to report for work whenever the court schedule permits. Employees shall be permitted to retain any compensation or travel expenses received for such required appearances.

Section 11.4. Funeral Leave. In the event of a death in the immediate family of an employee, the employee will be granted one shift day (24 hours) (two shift days in the event of the employee's spouse or child) with pay to attend the funeral or memorial service without deduction from accumulated sick leave. For this purpose, immediate family consists of the employee's mother, father, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, spouse, child, grandchild, grandparents, stepmother, stepfather, stepsister, stepbrother, stepchild, and relatives living in the same house as the employee. The Village retains the right to require proof of the funeral or memorial service and the employee's attendance at the funeral or memorial service.

Section 11.5. Benefits While On Unpaid Leave. Unless otherwise stated in this Agreement or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status; provided, however, length of service (seniority) shall continue for a disciplinary suspension. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Agreement, an employee returning from leave will have the employee's seniority continued after the period of the leave. Upon the employee's return, the Village will place the employee in the employee's previous job if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in the employee's classification or in a lower rated classification according to the employee's seniority, where the employee has the skill and ability to perform the work without additional training. If, upon expiration of the leave of absence, there is no work available for the employee or if the employee could have been laid off according to the employee's seniority except for the employee's leave, the employee shall go directly on layoff. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to either continuation or conversion coverage under applicable group medical (pursuant to COBRA) and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premiums involved, unless otherwise provided in this Agreement.

Section 11.6. Military Leave. Military leaves will be granted in accordance with applicable State and Federal laws.

Section 11.7. Family Medical Leave Act. In order to be in compliance with the Family and Medical Leave Act of the 1993 ("FMLA") and applicable rules and regulations, the Village may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act and the applicable rules and regulations. During FMLA leave an employee may, at the employee's option, use available unused paid leave or go on unpaid leave.

ARTICLE XII
INSURANCE

Section 12.1. Coverage. The Village shall provide medical insurance, life insurance and dental insurance coverage and benefits for employees and their dependents as set forth herein. Notwithstanding the foregoing, the Village retains the right to change insurance carriers, to self-insure or to adopt a Health Maintenance Organization ("HMO") or PPO plan for the provision of life insurance, medical benefits, or dental benefits provided that such changes result in substantially similar coverage and benefits. In addition, the Village retains the right to change provisions in its health and dental insurance program, provided the new coverage and benefits are substantially similar to the coverage and benefits that were in effect on January 1, 2019.

Section 12.2. Medical Insurance.

A. Generally. The Village shall provide medical insurance coverage and benefits for employees and their dependents commencing the first day of the calendar month following the employee's completion of thirty (30) days of service as a member of Village's Fire Department. The Village shall pay the full cost of premiums less employee premium contributions as set forth below.

B. Premium Contributions by Employees. Employees shall contribute the following pre-tax amounts per month by means of a payroll deduction and in accordance with the coverage selected:

EFFECTIVE DATE	SINGLE	SINGLE PLUS 1	FAMILY COVERAGE
Through 12/31/19	11%	11%	12%
1/1/2020	11.5%	11.5%	12%
1/1/2021	12%	12%	12.5%
1/1/2022	12.5%	12.5%	12.5%

There will be no further increases in deductibles, out-of-pocket maximums, and prescription co-pays for the duration of this 2019 – 2022 Agreement. The contributions as provided for above shall be made by means of a payroll deduction and the Village will pay the remainder of the cost, provided that a contribution of the same amount or more is mandated for all unrepresented Village employees.

It is further provided that premium cost contributions by employees covered under this Agreement are contingent upon such contributions in the same amount (percentage or dollar equivalent) or more by all other Village employees. If any other Village employee in the same salary range pays a lesser contribution for the coverage selected, such shall be applicable to similarly situated employees covered under this Agreement.

C. Out of Pocket Costs, Deductibles and Co-Insurance.

IN NETWORK

ITEM	Effective Through 12/31/2022
Individual Out of Pocket Maximum	$1,500
Family Out of Pocket Maximum	$2,000
Individual Deductible	$400
Family Deductible	$1,200
Co-Insurance after Deductible	90%

OUT OF NETWORK

ITEM	Effective Through 12/31/2022
Individual Out of Pocket Maximum	$3,750
Family Out of Pocket Maximum	$7,500
Individual Deductible	$950
Family Deductible	$2,750
Co-Insurance after Deductible	70%

PRESCRIPTION CO-PAYS—IN PHARMACY PURCHASES

ITEM	Effective Through 12/31/2022
Generic	$12.50
Brand if no generic available	$25.00
Brand if generic IS available	$45.00

PRESCRIPTION CO-PAYS—MAIL ORDER

ITEM	Effective Through 12/31/2022
Generic	$25.00
Brand if no generic available	$50.00
Brand if generic IS available	$90.00

E. High Deductible Health Insurance Plan. The Village is offering, on a voluntary basis, the opportunity for Village employees to participate in a higher deductible health insurance plan (PPO2 Plan). In addition, the Village retains the right to introduce on a voluntary basis a high deductible health insurance plan.

Section 12.3. Life Insurance. The Village shall provide employees with term life insurance commencing the first day of the calendar month following the employee's completion of thirty (30) days of service as a sworn member of the Village's Fire Department in an amount equivalent to the employee's annual base salary.

Section 12.4. Dental Insurance. The Village shall continue to provide a group dental insurance program for employees commencing the first day of the calendar month following the employee's completion of thirty (30) calendar days of service with the Village. The plan offered by the Village will include a Dental PPO option. The Village will pay the cost of the premium for employee only coverage. In addition, an employee can obtain single plus one or family coverage by paying the difference between the cost of the premium for employee only coverage and the cost of the premium for the additional coverage selected by the employee.

Section 12.5. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to hospitalization and medical insurance coverage so long as the benefits and coverage are not reduced thereby except for failure to comply with reasonable cost containment procedures. Such measures may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, managed care, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for designated surgical procedures.

Section 12.6. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the Village, Village employee or beneficiary of any Village employee.

Section 12.7. Retiree Medical Insurance Benefits. Retired persons will be allowed at their own cost (retiree pays 100%) to continue to participate in the Village's single and dependent coverage group medical plan (regular plan under age 65 and Medicare supplement if age 65 or older) in accordance with the terms of the plan currently in effect for active employees if the retiree had a minimum of twenty (20) years of continuous service with the Village and was eligible to receive or had a vested right to a pension from the Village at the time of termination of employment with the Village. This retiree benefit is not intended to be treated as a vested benefit and is subject to modification or termination upon expiration of the Agreement.

Section 12.8. Flex Plan. The Village will offer employees, under the same terms and conditions that are offered from time to time to other Village employees, the opportunity to participate in the Village Section 125 Flex Plan. The Village will continue to offer this program only so long as the program continues to be authorized by the Internal Revenue Service.

Section 12.9. Establishment of a Retirement Health Savings (RHS) Plan. Once the 2019 – 2022 contract has been executed, the Village will work cooperatively with IAFF to establish a Retirement Health Savings (RHS) Plan with ICMA-RC. The terms of such agreement are to be mutually agreed-upon and at no cost to the Village. Plan deductions will be made by the Village according to terms and requirements of the agreement with ICMA-RC. The funding mechanisms will include 2.5% of the employee's gross wages, 100% of employee's sick leave payout at retirement, and 100% of employee's retirement bonus, if eligible.

Section 12.10. Vision Insurance. The Village shall offer a group vision insurance program for employees commencing the first day of the calendar month following the employee's completion of thirty (30) calendar days of service with the Village. The Village will pay the cost of the premium for employee only coverage. An employee can obtain single plus one or family coverage by paying the difference between the cost of the premium for the employee only coverage and the cost of the premium for the additional coverage selected by the employee.

ARTICLE XIII
WAGES AND OTHER ECONOMIC BENEFITS

Section 13.1. Salary Schedule. Employees shall be compensated at a minimum in accordance with the wage schedules attached to this Agreement as Appendix A (applicable to employees hired before April 1, 2012) and Appendix B (applicable to employees hired on or after April 1, 2012) and made a part hereof. Entry level salaries for experienced firefighters may be set above the starting salary.

Section 13.2. Longevity Pay. Upon completion of 10 years of service with the Village in a position covered by the Agreement, employees shall be paid longevity pay with each paycheck as reflected in Appendices A and B.

Section 13.3. Retroactivity. Increases shall be retroactive to January 1, 2019 and shall be applicable to all salary related items for all employees still on the active payroll on the date this Agreement is ratified by both parties, provided that any employee who retired or was laid off after January 1, 2019 but before this Agreement was ratified by both parties shall also be eligible to receive retroactive pay. Employees shall receive retroactive paychecks within forty-five (45) days of the execution of this Agreement.

Section 13.4. Tuition Reimbursement. Subject to budgeted funds being made available in the Department's budget, the Village shall, upon prior request and approval, provide reimbursement for costs for tuition, course fees, and books for an employee taking courses in accredited programs in accredited institutions of higher education, subject to the following provisions:

1. The course shall be a necessary credit towards a job related degree or the course shall be job related.

2. The employee must request the approval of the Fire Chief prior to August 1 any courses to be taken in the following fiscal year and the approximate dollar amount of the request and such a request shall not be unreasonably denied. Reimbursements are made within 30 days after receipt of completion, with submission of final grade, as outlined below.

3. The course must be completed and the employee must receive a grade of at least:

   (a) C in an alphabetical system;

   (b) 70 out of 100 in a numeric system;

   (c) Pass in pass/fail system.

4. The employee must still be actively employed at the time of completion of the course.

5. Tuition reimbursement shall not exceed the cost of tuition to take the same course or program at a public college or university.

6. The employee shall be reimbursed within a reasonable period of time after completing the approved course with the requisite grade.

7. If an employee voluntarily leaves the Village within two (2) years of the time of reimbursement, the employee must pay back the Village for the reimbursement.

Section 13.5. Reimbursement for Expenses. (a) A "Travel Request Form" must be submitted for special events and training and travel that requires an overnight stay and/or travel beyond the Chicago metropolitan area. The mode of transportation shall be the least expensive and most practical. If such travel is by automobile, a Village vehicle shall be used if available before a personal vehicle is used. Reimbursement for expenses, including a mileage allowance for use of a personal vehicle, to travel to special events or training shall only be allowed when accompanied by a pre-approved "Travel Request Form."

(b) Reimbursement for the approved use of personal vehicles as provided above, as well as in situations where employees have obtained the prior approval from the Chief or Deputy Chief to use their personal vehicles for Fire Department business in the course of performing their duties while on shift, shall be paid in accordance with the current Internal Revenue Service allowance for mileage. Employees traveling from home to preapproved events or training within the Chicago metropolitan area that occur outside their scheduled 24-hour shifts shall receive the current Internal Revenue Service mileage allowance based on the distance from the Village of Winnetka Fire Station to the site of the event or training and the return from said site to the Fire Station.

Section 13.6. Firefighter and Paramedic Training. (a) For all job related training (including but not limited to training for required recertification or relicensing) required or approved by the Village before or beyond an employee's 24-hour duty shift, an employee shall be paid one and one-half times his/her hourly rate of pay, which shall be calculated by dividing the employee's annual base salary (including any longevity pay) by 2,600. Time spent by special team members for training shall include necessary and reasonable preparation time and cleanup time. The Village shall pay for the cost of all such required or approved training, including both tuition and expenses for books and materials. Travel expenses for such training shall be in accordance with the provisions of Section 13.5 (Reimbursement of Expenses).

(b) Employees may temporarily be assigned to a non-24-hour shift schedule for the purpose of required or approved job related training. Non-24-hour shift schedules shall be based on eight (8) hour work days and shall be scheduled in accordance with the examples of one and two week non-24-hour shift schedules that are attached as Appendix C, which is attached hereto and made a part hereof. An employee's base salary (including any longevity pay) shall not be changed or altered as a result of temporarily being assigned to a non-24-hour shift schedule. Except for a hireback, a standby or a recall as a provided in Section 6.8 (Distribution of Hirebacks and Holdovers), no overtime shall be paid to any employee who is temporarily assigned to a non-24-hour shift schedule.

(c) The training of probationary firefighter recruits prior to Firefighter II certification shall not be covered by the provisions of this Section. For such probationary firefighters, the practices and policies in effect on June 1, 2000 concerning the scheduling and compensation of

probationary firefighter recruits shall be maintained. Probationary firefighters upon receiving Firefighter II certification shall be covered by subparagraphs (a) and (b) above.

(d) The taking of courses in accredited programs at accredited institutions of higher education is covered by Section 13.5 (Tuition Reimbursement) and is not covered by any of the provisions of this Section.

Section 13.7. Uniforms and Equipment. The Village shall purchase and issue all uniform and turnout items required by Fire Department regulations. A Quartermaster shall be appointed by the Chief to regulate and maintain the Department's uniform and turnout equipment system.

New employees shall receive a full complement of uniforms and turnout equipment upon being hired. After initial uniform and turnout equipment issuance, replacement items will be issued for torn, damaged or worn items on an exchange basis as approved by the Quartermaster. Any employee who does not turn in torn, worn out/damaged uniform and equipment items shall be required to pay for the replacement; provided that if an employee is able to establish to the reasonable satisfaction of the Quartermaster that a uniform or equipment item has been lost or stolen due to circumstances beyond the employee's reasonable control, the employee shall not be required to pay for the replacement. It is understood that equipment items may be appropriately repaired rather than replaced if it is reasonable to repair the item. If the Village chooses to change a uniform or turnout item, the replacement shall be at the discretion and expense of the Village.

Employees shall maintain their equipment and uniforms in a serviceable and neat-appearing manner. No portion of the uniform shall be worn off duty except to and from work. The daily work clothes, or uniform of the day, shall be as prescribed by the Fire Chief, or his designee (usually the Shift Commander). Upon separation from service, all badges, identification, turnout gear, and equipment purchased by the Village shall be returned to the Village; all uniform or turnout items purchased by third parties shall be returned to such third parties upon request by the third party.

The uniform issue items and turnout issue items currently provided by the Village are as follows:

UNIFORM ISSUE ITEMS

One pair dress shoes
One dress blouse
One pair dress trousers
Two long sleeve shirts
Four short sleeve polo knit shirts with name and logo
Four pair work pants
One dress cap with accessories
One EMS coat
Four T-shirts with logo
One pair steel toe work shoes or boots
One belt

Two name tags
Two badges
Two sets of collar insignias (officers)
One job shirt with name and logo
One tie
One navy watch cap with logo
One sweat shirt with logo
One pair sweat pants with logo

TURNOUT ISSUE ITEMS

One protective turnout coat
One pair of protective turnout pants
One helmet with face shield
One Nomex hood
Two pair leather gloves
One pair turnout boots
One SCBA face piece
One flashlight

The Village shall not be responsible for the repair or replacement of any uniform or turnout items provided by a funding source other than the Village (e.g., foreign fire tax funds), the use of which has been approved by the Fire Chief.

Effective with the first paycheck in January 2011 (and with the first paycheck in each January thereafter), each employee will be paid a uniform and maintenance allowance of $325.

Section 13.8. Retirement Bonus. The parties agree that upon retirement, any employee retiring from the Village's Fire Department during the term of this Agreement who gives the Village at least forty-five (45) days' written notice in advance of the date of retirement, and who has the minimum number of years of service as set forth below will receive the following retirement bonus:

Years of Service	-	Retirement Bonus
25 years or more	-	1 month's regular salary
20-24 years	-	75% of 1 month's regular salary
15-19 years	-	50% of 1 month's regular salary

For the purposes of this Section, the term "regular salary" shall include longevity pay.

After giving 45 days' written notice, the employee has a one-time option to withdraw the retirement notice and can continue employment with the Village. However, when the employee retires, the bonus will be reduced by 50% of whatever bonus category (above) the employee is eligible to receive.

Section 13.9. Deferred Compensation. The employees covered by this Agreement shall be eligible to participate in any deferred compensation program that the Village may establish on the same terms and conditions that are applicable to Village employees generally. Visits by representatives shall be arranged and scheduled in accordance with Village policy.

Section 13.10. Acting Pay. A firefighter who is assigned to perform the duties of shift lieutenant or a lieutenant who is assigned to perform the duties of a captain for six hours to twelve hours shall be paid one hour of straight time pay and for more than twelve hours shall be paid two hours of straight time pay. No more than two hours of acting pay will be paid for filling the same position within a 24 hour shift.

The selection of a firefighter to serve as an acting lieutenant shall be done in the following priority order:

1. A firefighter who is on the current promotional list for the rank of Lieutenant, and in the case of two (2) or more are on the list, then the firefighter higher on the list; next

2. A firefighter certified as a provisional Fire Officer I; next

3. A firefighter determined by the Shift Commander to be qualified to serve as an acting lieutenant.

The selection of a lieutenant to serve as an acting captain shall be done in the following priority order:

1. A lieutenant who is on the current promotional list for the rank of Captain, and in the case of two (2) or more are on the list, then the lieutenant higher on the list; next

2. A lieutenant certified as a provisional Fire Officer II; next

3. A lieutenant determined by the Fire Chief or designee to be qualified to serve as an acting captain.

If there is a duty trade between a lieutenant and a captain, no acting pay shall be paid when the lieutenant works for the captain as part of the duty

Section 13.11. Preceptor Pay. The Village shall establish a Paramedic preceptor Program to provide a mentoring relationship between a paramedic student and established firemedics. The Preceptor is to provide to the student the assistance necessary to develop the knowledge and skills to the level at which the student is capable of operating as a Paramedic in the St. Francis EMS System.

1. Qualifications: Preceptors must be a firemedic in good standing within the St. Francis EMS System, and must have a minimum of two years of such standing with the Winnetka Fire Department. Preceptors must also possess at least one of the

following certifications: (1) Advanced Cardiac Life Support; (2) Pediatric Advanced Life Support.

2. Requirements: The Preceptor must (1) complete the St. Francis EMS System preceptor orientation program, (2) meet all System and Departmental reporting and riding requirements, and (3) maintain the mentoring relationship from assignment to a student through the student's successful completion of the State licensure exam.

3. Stipend: Only the firemedic assigned as the main paramedic preceptor shall receive a one-time stipend of $350 for each paramedic precepted. Only one stipend will be paid per student precepted.

ARTICLE XIV
LABOR-MANAGEMENT COMMITTEE

Section 14.1. Labor-Management Committee. At the request of either party, the Chief Association Representative (as determined by the Association) and the Village Manager or their designees may meet quarterly (or more frequently if both chief representatives mutually agree) to discuss matters of mutual concern that do not involve negotiations. The Chief Association Representative may invite other Association representatives(not to exceed two) to attend such meetings. The Village Manager or designee may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five(5) days prior to the date of the meeting if requested by the other party. If either party is going to have as a representative someone other than a Village employee in attendance at any Labor-Management Committee meeting, such party shall advise the other party of the name of such non-Village employee at least five (5) days prior to the date of meeting; if the other party thereafter decides to have a non-Village employee be a representative at such meeting, it shall notify the other party of the name of such non-Village employee at least two (2) days prior to the date of the meeting. Employees scheduled to work will notify the Fire Chief prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

ARTICLE XV
MISCELLANEOUS PROVISIONS

Section 15.1. Discipline. Disciplinary actions by the Village against non-probationary employees shall be for reasons based upon the employee's failure to fulfill responsibilities as an employee, including off-duty conduct where such conduct adversely affects the employee's performance of his work duties or adversely affects the Department's reputation or effectiveness in the community.

The contractual grievance and arbitration procedure shall be the sole recourse for non-probationary employees to appeal such disciplinary action and shall be in lieu of the provisions of the Board of Fire and Police Commissioners Act and disciplinary proceedings before the Village of Winnetka Board of Fire and Police Commissioners.

Section 15.2. Association Representation. An employee has the right, upon request, to the presence, assistance of and consultation with a reasonably available Association representative when questioned by the Village, if the employee reasonably believes that such questioning may lead to discipline, suspension or discharge. The presence of an Association representative shall not interfere with the Village's questioning or with the employee's obligation to respond to questions relevant to the matter being investigated.

Section 15.3. Amendment. This Agreement may be amended or modified during its term only with the mutual written consent of both parties.

Section 15.4. Gender. Wherever the male gender or female gender is used in this Agreement, it shall be considered to include both males and females equally unless the context clearly provides otherwise.

Section 15.5. Light Duty. The Village may require an employee who is on a duty-related injury or illness leave and not on a disability pension to return to work in an available light duty assignment in the Fire Department that the employee is qualified to perform, provided the Village's physician has reasonably determined that the employee is medically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing medical condition and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

An employee who is on a non-duty-related injury or illness leave and not on a disability pension has the right to request that he be placed in an available light duty assignment in the Fire Department that the employee is qualified to perform and such a request shall not unreasonably be denied, provided that the Village's physician has reasonably determined that the employee is medically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing medical condition and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

The normal hours of work for an employee with a light duty assignment shall be between 8:30 a.m. and 5:00 p.m., Monday through Friday, with a one hour lunch period. When an

employee is performing light duty assignments under this Section, the employee shall continue to receive his/her regular compensation and benefits.

The provisions of Section 15.8 (Fitness Examinations) shall be applicable if an employee disputes the determination of the Village's physician under any of the provisions of this Agreement.

If an employee returns to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to end the light duty assignment.

Nothing herein shall be construed to require the Village to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the Village reasonably determines that the need exists and only as long as such need exists.

Both parties agree that nothing herein shall be construed to either expand or contract the provisions of the Public Employee Disability Act, 5 ILCS 345; provided, however, that if an employee was receiving benefits under said Act immediately prior to returning to work on a light duty assignment, the period of time that an employee works in a light duty assignment tolls the running of the twelve (12) month period of benefits under said Act.

Section 15.6. No Solicitation. While the Village acknowledges that the Union may be conducting solicitation of Winnetka merchants, residents or citizens, the Union agrees that none of its officers, agents or members will solicit any person or entity for contributions on behalf of the Winnetka Fire Department or the Village.

The Union agrees that the Village name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time. The Union may not use the words "Winnetka Fire Department" in its name.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by the Union directed to the general public, nor shall it limit the Village's right to make public comments concerning solicitation.

Section 15.7. Fitness Examinations. If there is any reasonable question concerning an employee's fitness for duty , fitness to return to duty following a layoff, or unpaid leave of absence in excess of sixty (60) days, the Village may require, at its expense, that the employee have an examination by a qualified and licensed medical professional in the appropriate specialty and/or subspecialty who is selected by the Village. The foregoing requirement shall be in addition to the requirement in Section 10.2 (Request for Sick Leave) that an employee provide at his own expense a statement from his doctor upon returning from sick leave or disability leave. If the employee is currently in on-duty status or is on a paid leave of absence, the fitness examination that may be directed by the Village will be scheduled while the employee is on duty or while the employee is on paid leave. If the employee is on an unpaid leave of absence, the employee will be considered in nonduty/nonpay status for the purpose of such examination.

Where the Village directs an employee to be examined, the employee shall have the right of being examined at his own expense (with the understanding that some or all of such expense may be covered by the employee's health insurance) by a medical professional of his own choosing who is qualified and licensed in the appropriate specialty and/or subspecialty. If there is a difference of opinion between the Village's medical professional and the employee's medical professional and the Village does not accept the opinion of the employee's medical professional, the employee shall be directed to obtain the opinion of a third medical professional of equivalent qualifications who shall be jointly selected by the Village's medical professional and the employee's medical professional. The fees and expenses of the third medical professional shall be split by the Village and the employee (with the understanding that some or all of the employee's expense may be covered by the employee's health insurance). In such event, the decision of the third medical professional shall determine the employee's fitness for duty and such determination, if reasonably definitive, shall not be subject to the grievance and arbitration procedure specified in this Agreement.

Section 15.8. Americans with Disabilities Act. It is agreed that the Village has the right to take any action needed to be in compliance with the requirements of the Americans with Disabilities Act, provided such action does not conflict with any other provisions of this Agreement.

Section 15.9. Drug and Alcohol Testing.

A. Reasonable Suspicion Testing. The Fire Chief, Deputy Fire Chief or, in their absence, the Shift Commander may require an employee to submit to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use. In addition, in the case of an apparatus accident involving a serious personal injury or death, the apparatus driver may be required to submit to drug and alcohol testing. At the time of the order to take the test, the Fire Chief, Deputy Fire Chief or the Shift Commander, as the case may be, shall provide an employee who is ordered to submit to any such test with a written statement of the facts upon which the reasonable suspicion is based. Refusal to submit to such testing shall be subject to discipline up to and including discharge.

Reasonable individualized suspicion shall be defined as: Observable phenomena, such as direct observation of use and/or physical symptoms resulting from using or being under the influence of alcohol or controlled substances (e.g., the aroma of alcoholic beverage or controlled substance, and/or uncoordinated physical actions inconsistent with previously observed skill levels). A hunch or other such subjective opinion shall not be considered reasonable.

If an employee is going to be ordered to submit to a reasonable suspicion test, the employee may request that an on duty Union representative be present at the time the order is given to the employee. If there is no on duty Union representative, the employee may request that another employee be present.

B. Random Testing. The Village may conduct random drug and alcohol testing up to three times per calendar year. The pool used to randomly select employees to be tested shall include all sworn members of the Winnetka Fire Department, as well as the Village Manager (i.e., all bargaining unit employees, plus the Fire Chief, Deputy Fire Chief, and Village

Manager). The total number from the pool who are randomly tested per calendar year shall not exceed six (6). Such tests shall only be conducted on Mondays through Fridays between the hours of 8:00 A.M. and 3:30 P.M. There shall be no random testing on holidays. Refusal to submit to such testing shall be subject to discipline up to and including discharge.

C. Procedures. The Village shall use the offices of Occupational Medicine Evanston Glenbrook Associates (OMEGA), which is certified by the State of Illinois to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The Village shall also use the services of a Medical Review Officer (MRO) from OMEGA. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding based upon the applicable cutoff standards, a GC/MS confirmatory test shall be conducted on the same sample. An initial positive screening test result shall not be reported or submitted to the Village; only GC/MS confirmatory test results will be reported to the Village Manager and/or designee. The employee will be provided with a copy of any test results that the Village receives. A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense. Where the employee requests another confirmatory test, the original testing laboratory shall directly transfer the test sample to the certified laboratory of the employee's choice.

D. Cutoff Standards. The cutoff standard for determination of a positive finding of alcohol shall be at a blood alcohol level of .02 or more. The cutoff standards for the determination of a positive finding of drugs shall be:

SUBSTANCE	INITIAL TEST LEVEL	GC/MS CONFIRM TEST LEVEL
Amphetamines	1000 ng/Ml	500 ng/mL
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	200 ng/mL
Cocaine metabolites	300 ng/mL	150 ng/mL
Marijuana metabolites	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	300 ng/mL
Methaqualone	300 ng/mL	300 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL

Test results below the foregoing cutoff standards shall be considered negative.

E. Prohibitions. The illegal use, sale or possession of proscribed drugs at any time while employed by the Village, as well as abusing prescription drugs, being under the influence of alcohol or consuming alcohol while on duty, may be cause for discipline up to and including termination. Nothing herein shall be construed to prevent an employee from asserting, or the

Village or an arbitrator considering, that there should be treatment in lieu of discipline in any proceeding.

F. Test Results. (a) Negative Results: If the test results are negative, the employee shall be compensated for all time attributable to the order to take the test and for all time attributable to the testing, including compensation at the appropriate overtime rate for all necessary time in excess of the employee's work schedule.

(b) Positive Results. If the test results are positive for alcohol or for any controlled substance, the employee shall not be compensated for any time attributable to the test.

G. Handling of First Positive Test Results. If an employee tests positive for either drugs and/or alcohol as a result of random testing or reasonable suspicion testing, the employee shall be permitted to return to work as soon as possible after a positive test finding, provided the employee must undergo a return to work alcohol or controlled substance test for which the employee will not be compensated, and provided the results of any such test are negative. Such employee shall be referred to the Employee Assistance Program for evaluation and therapeutic referral. A referred employee shall have the right to evaluation and a program of therapy by an agency not connected with the Village, provided it has personnel trained in the handling and treatment of drug and alcohol abuse and it has been approved by the Village, which approval shall not be unreasonably withheld. The costs of either the Village EAP or in an outside program shall be paid by the Village to the extent such costs are covered by the Village's health insurance program. If an employee refuses such referral, or upon referral, refuses to participate in recommended therapy, discipline may be imposed up to and including discharge. While no discipline will be imposed as long as the referred employee is pursuing in good faith any recommended therapy, the employee will be subject to follow-up testing during the period of therapy in accordance with the following:

- The number or frequency of follow-up tests, which shall be while on duty, shall be as directed and may consist of up to six tests in the first twelve (12) months following an employee's return to work.

- Follow-up testing shall not exceed twelve (12) months from the date of the employee's return to work.

If the employee tests positive a second time, either during the therapy period or thereafter, the employee may be subject to discipline up to and including discharge.

H. Employee Assistance Program. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the Employee Assistance Program, and the Fire Chief, Deputy Fire Chief, Village Manager, and the EAP Administrator shall be the only Village employees informed of any such request or of any treatment that may be given and they shall hold such information strictly confidential.

Section 15.10. Outside Employment. While off duty, employees shall be permitted to engage in outside employment, including self employment, provided that such does not interfere with the employee's work duties in the Department or result in a conflict of interest. Employees must notify the Fire Chief of the status of their outside employement on an annual basis.

Section 15.11. Physical Fitness Evaluation Program. The Department shall maintain an Employee Physical Fitness Evaluation Program in which all employees are required to participate. Refusal to participate in the Department's Physical Fitness Evaluation Program may be cause for discipline.

Financial incentives shall be paid up to twice annually for employees who take the Employee Physical Fitness Evaluation and whose average score is at or above the sixty-fifth (65%) percentile in accordance with the following schedule:

Standard	Incentive Pay
Excellent (65% to 89%)	$150.00
Superior (90% or above)	$200.00

Testing dates will be established by the Fire Chief or his designee in coordination with the Training Officer. The schedule may be adjusted as long as the two evaluation processes are a minimum of four (4) months apart. Employees who are unable to test within fifteen (15) days of the established date for their shift, regardless of the reason, will forfeit the incentive pay for the givenevaluation period. Employees who meet the standard shall receive the incentive pay within forty-five (45) days after the physical fitness evaluation testing period. The entire evaluation process will be done on duty time and overtime will not be available except for evaluators, if needed.

Either party may request that the Labor/Management Committee reconvene as needed to review the schedule and components of the Physical Fitness Evaluation Program.

The mandatory Physical Fitness Evaluation Program should include individualized goals. No employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet their established goals. The foregoing shall not be construed to relieve an employee of his/her obligation to meet job-related physical fitness standards.

For the purpose of determining whether or not an employee is fit for duty, the provisions of Section 15.7 shall be applicable.

Section 15.12. Eye Glass Replacement. Purchase of safety glasses (including, but not limited to, prescription safety glasses, if needed) shall be provided from a vendor selected by the Village to those employees whose job assignments present a hazard to their eyes. After initial issue of safety glasses to an employee, replacement glasses shall be provided on an as needed basis (i.e., prescription change, broken or damaged lens, etc.), but limited to one pair of glasses per year. Repairs to safety glasses shall be made on an as needed basis. Replacement of lost or stolen glasses shall be the responsibility of the employee.

Section 15.13. Inoculations. The Village shall provide, at Village expense, a Hepatitis B Virus (HBV) Inoculation Series to any employee wishing to be inoculated. The Village shall offer such inoculation to every new employee. Additionally, the Village shall provide verification test of successful inoculation to any employee that received the inoculation series,

and any additional inoculations necessary. The Village shall provide, at its expense, such further prophylactic inoculations as determined to be necessary or appropriate by the parties or the Project Medical Director of the system covering the Winnetka Fire Department.

Section 15.14. Communicable Diseases. Upon notification that an employee is significantly exposed in the course of duty to the risk of transmission of disease, as defined by the U.S. Center for Disease Control, from a person determined to have a disease process of a contagious or infectious nature, the employee shall immediately be notified of such by the Village. The costs for any related medical examination and/or other diagnostic tests, and/or screening, and/or prophylactic treatment shall be paid by the Village. Costs for any treatment shall be paid in accordance with either Workers Compensation or Occupational Disease laws or the employee's health plan, whichever is applicable.

Section 15.15. Use of Village Telephones and Shop Privileges. Employees shall continue to have access to Village telephones at the Fire Station and to have "shop privileges" for personal reasons subject to reasonable limits as determined by the Fire Chief or his designee.

Section 15.16. Association Insignia. Employees may wear one official Association insignia for the sole purpose of identifying the Association's affiliation(s), a copy of which is attached as Appendix D, which is attached hereto and made a part hereof, on the left breast pocket of their work shirts and dress blouses. Such insignia shall be a pin not larger than the size of a quarter. Except as provided above, employees shall not wear Association insignia on Village provided uniforms (either work or dress) or place any Association or Association-related insignia or stickers on Village property or equipment.

Section 15.17. Subcontracting. No bargaining unit employee shall be laid off as a result of any decision by the Village to subcontract any work performed by employees covered by this Agreement. Notwithstanding the foregoing, basic fire suppression work and emergency medical services shall not be subcontracted, provided that this provision shall not be applicable to any mutual aid agreements that the Village has or may have with other fire departments or if there is a violation of Article V, Section 5.1 (No Strike) of this Agreement.

Section 15.18. Residency. There shall be no residency requirement for bargaining unit employees.

Section 15.19. Fire Department Medical/Physical Program. The Village will continue the Fire Department's medical/physical program.

Section 15.20. Administrative Lieutenant. The following provisions shall govern the sworn position of administrative lieutenant:

1. Job Description: In addition to the job duties set forth in the job description for shift lieutenants, the administrative lieutenant position shall also have fire prevention and administrative duties, and other duties as assigned by the Fire Chief or his designee.

2. Initial Selection of Administrative Lieutenant. The first employee to be assigned as the administrative lieutenant shall be the next employee on the current

lieutenant's promotion list. If a permanent position for a shift lieutenant thereafter becomes available, the administrative lieutenant shall have the right to be reassigned to such position.

3. Subsequent Selection of Administrative Lieutenant: If the administrative lieutenant position becomes vacant and the Village decides to fill it, it shall first be offered to the next employee on the current lieutenant's promotion list. If the next person on the list does not want to take the administrative lieutenant position, it shall be offered to the two shift lieutenants in the order of their seniority. If neither of the two shift lieutenants qualifies for the administrative lieutenant position as determined by the Fire Chief and is willing to accept the position, then the next person on the current promotion list will be assigned the administrative lieutenant position.

4. Normal Work Week: The normal work week for the administrative lieutenant shall be 40 hours as assigned by the Fire Chief.

5. Salary: The annual salary of the administrative lieutenant shall be based on the annual salary that he would be paid as a shift lieutenant, plus sixty-one (61) hours of overtime pay computed on the overtime rate for shift lieutenants.

6. Administrative Overtime: If an administrative lieutenant is assigned overtime for the performance of his duties as the administrative lieutenant, the applicable overtime rate shall be based on an annual work year of 2,080 hours.

7. Shift Overtime: The administrative lieutenant shall be eligible for shift overtime on evenings, weekends, and holidays in accordance with the contractual overtime assignment policies. If the administrative lieutenant works shift overtime, he shall be paid at the same overtime rate that he would have been paid if he was shift lieutenant, i.e., the applicable overtime rate shall be based on an annual work year of 2,600 hours.

8. Assignment as Shift Lieutenant: The administrative lieutenant may be reassigned as a shift lieutenant if needed by the Department as determined by the Fire Chief (e.g., long term sickness or injury, retirement, etc.).

9. Sick Leave: The number of hours of sick leave that the employee has accumulated as of the date of his assignment to the administrative lieutenant position will be frozen and he will accumulate sick leave hours while in the administrative lieutenant position on the same basis as the Village's 40-hour employees.

10. Paid Time Off: Paid time off shall be as follows:

    (a) Holidays and personal days shall be the same as established for the Village's 40-hour employees (currently 7 holidays and 5 personal days).

(b) Vacation will be the same as established for the Village's 40-hour employees.

(c) No FLSA days unless reassigned to a shift for an extended period of time (will apply pro rata for 28-day cycles).

11. Relationship to Collective Bargaining Agreement: If there is any conflict or inconsistency between the provisions of this Section 15.20 and the remaining provisions of this Collective Bargaining Agreement, the provisions of this Section 15.20 shall govern and control.

ARTICLE XVI
STATUTORY RIGHTS

Section 16.1. Bill of Rights. The Village shall abide by the lawful requirements of the "Firemen's Disciplinary Act", 50 ILCS 745/1 et seq., as amended.

Section 16.2. Personnel Files. The Village shall abide by the lawful requirements of the "Personnel Records Review Act", 820 ILCS 40/1 et seq., as amended.

Section 16.3. Public Safety Employee Benefits. The Village shall abide by the lawful requirements of the "Public Safety Employee Benefits Act", 820 ILCS 320/1 et seq., as amended.

Section 16.4. Workers' Compensation, Occupational Disease and Disability. The Village shall abide by the lawful requirements of the "Workers' Compensation Act", 820 ILCS 305/1 et seq., as amended, the lawful requirements of the "Workers' Occupational Diseases Act", 820 ILCS 310/1 et seq., as amended, and the lawful requirements of the "Public Employee Disability Act", 5 ILCS 345/1 et seq., as amended.

Section 16.5. Non-Discrimination. Neither the Village nor the Association shall discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, creed, color, religion, sex, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, and union activities or non-union activities.

Section 16.6. Access to Arbitration. Any alleged violation of any of the above Sections of this Article may not be taken to the Arbitration step of the grievance procedure without the specific written agreement of the Village

ARTICLE XVII
PROMOTIONS

Section 17.1. General. Promotions to the ranks of Lieutenant and Captain shall be in accordance with the provisions of this Article. All vacancies to the ranks of Lieutenant and Captain shall be filled by promotion on the basis of examination, merit, subjective evaluations, seniority and eligibility for additional points. The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter who meet the eligibility requirements set forth in Section 17. 2 below and desire to submit themselves to such process. The examination process for promotion to the rank of Captain shall be competitive among employees in the rank of Lieutenant who meet the eligibility requirements set forth in Section 17. 2 below and desire to submit themselves to such process.

Section 17.2. Eligibility Requirements. Members of the bargaining unit shall be eligible to participate in the process for promotion to Lieutenant if they (1) have a minimum of thirty six (36) months seniority pursuant to Section 7.1, (2) are State certified as Advanced Firefighter or Firefighter III.

Members of the bargaining unit shall be eligible to participate in the process for promotion to Captain if they (1) have served a minimum of one (1) year as a full-time Lieutenant in the Winnetka Fire Department, and (2) are State certified as Fire Officer I.

Anniversaries of service that affect eligibility will be deemed to occur on the date on which the written exam is given.

Section 17.3. Components of the Promotional Process and the Weighting of Components. The placement of eligible candidates on a Lieutenant or Captain promotion list shall be based on the points achieved by the candidate on each of the following components:

Component	Percentage Weighting
Written examination	45%
Officer's Rating	20%
Assessment Center	30%
Seniority (pursuant to Section 7.1)	5%
Upon completion of 3 years, 1%	
Upon completion of 4 years, 2%	
Upon completion of 5 years, 3%	
Upon completion of 6 years, 4%	
Upon completion of 7 years, 5%	

Each eligible candidate shall be entitled to participate in all components of the promotional process. If a candidate wishes to withdraw from the promotional process before the completion of all components of the promotional process, the candidate in writing shall so advise the appointing authority as designated in writing by the Village Manager.

The written examination shall be administered after all the other components have been administered and graded. The subject matter of the written examination shall job related and

fairly test the capacity of the candidate to discharge the duties of a Lieutenant or Captain, whichever is applicable. The written examination shall be developed by an independent outside agency and shall have been independently validated. The examination shall be based only on the contents of written materials that the Fire Chief has identified as being appropriate for promotion to the applicable rank in the Winnetka Fire Department and made available to potential examinees at least 90 days before the examination is administered. The written examination will be graded on a scale of 0 (i.e., no questions answered correctly) to 100 (i.e., all questions answered correctly). At the completion of the written examination, candidates shall have the right to obtain their individual scores and review the answers to the examination that are considered to be correct.

Section 17.4. Scoring of Components and Posting of Preliminary Promotion List. The scores for each component of the promotional process shall be disclosed to each candidate as soon as practicable after the component is completed. Once all candidates have completed all components of the promotional process, the scores for all components for each candidate shall be tallied and a preliminary promotion list shall be prepared by the appointing authority as designated in writing by the Village Manager. Candidates shall be ranked on the preliminary promotion list in rank order based on the highest to the lowest points scored on all components of the promotional process. This preliminary promotion list shall then be posted on the bulletin board at each fire station.

Section 17.5. Additional Points and Posting of Final Promotion List. A candidate on the preliminary promotion list who is eligible for additional points as hereinafter provided may file a written application within 10 days after the initial posting of the preliminary promotion list. If requested, additional points shall be awarded as follows:

- Provisional certification as a Fire Officer I -- 3 points (only applicable to the Lieutenant promotional process)
- Provisional certification as a Fire Officer II -- 3 points (only applicable to the Captain promotional process)
- Associate's Degree in Fire Science or any Bachelor's degree from an accredited college or university -- 3 points
- Veteran's preference points -- 3 points

Although an employee may be eligible for more than one of the foregoing, the maximum number of additional percentage points that will be award under this Section 17.5 is three (3).

The appointing authority as designated by the Village Manager in writing shall then make adjustments to the rank order on the preliminary promotion list based on any additional points that have been awarded. The final promotion list shall then be posted on the bulletin board at each fire station listing in rank order from highest to lowest the scores of all candidates whose scores for all components of the promotional process and additional points, if any, are 75 or better.

Section 17.6. Vacancy and Order of Selection. A vacancy in the rank of Lieutenant or Captain shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded by the Village Board of Trustees and the Village Manager has authorized to be filled. When there is a vacant or newly created position in the rank of Lieutenant or Captain that the Village Board of Trustees has funded and the Village Manager has authorized to be filled, the Fire Chief shall appoint the person with the highest ranking on the final applicable promotional list, except that the Fire Chief shall have the right to pass over that person if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the rank in question. If the ranking person is passed over, the Fire Chief shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. If there is a dispute over the selection of the second highest ranked person, the highest ranked person may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article IV of this Agreement; provided, however, any such grievance must be filed within seven (7) calendar days of the date the employee is advised of the Fire Chief's reason for passing him/her over.

Any candidate may refuse a promotion once without losing his or her position on the final promotional list. Any candidate who refuses a promotion a second time shall be removed from the final promotion list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

Section 17.7. Duration of Final Promotion List. A final promotion list shall be effective for a period of three (3) years from the date of its posting or the date that the list is exhausted, whichever occurs earlier. If a vacated Lieutenant or Captain position is not filled due to the lack of funding or authorization and is subsequently reinstated (i.e., funded and authorized by the Village), the final promotion list shall be continued in effect until all Lieutenant or Captain position(s) that were vacated and not filled due to the lack of funding or authorization have been filled or for a period of three (3) years beginning from the date on which the applicable position was vacated, whichever occurs first. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

The promotional testing process for the ranks of Lieutenant and Captain occurs every three (3) years. The current lists expire September 15, 2020. In order to implement a change in the timing of testing, the Association and Village agree, on a one-time and non-precedent setting basis, that the final promotional lists for the ranks of Lieutenant and Captain, which result from the promotional testing in 2020, shall only have a duration of two (2) years and eight (8) months. Therefore, the 2020 lists will expire on May 15, 2023 and then will resume the regular three (3) year expiration. The Village will establish the testing process timeframe to accommodate this one time change in expiration.

Section 17.8. Right of Review. Any individual participant in the promotional process who believes that an error has been made with respect to any section of this Article may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth

in Article IV of this Agreement; provided, however, any such grievance must be filed within seven (7) calendar days of the date the final promotion list is posted. If a timely grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant or Captain, whichever is applicable, and such employee shall be paid on the basis of the first step of Lieutenant salary schedule or the first step of the Captain salary schedule, whichever is applicable.

Section 17.9. Precedence of Article. Pursuant to Section 10 (e) of the Fire Department Promotion Act and Section 15 of the Illinois Public Labor Relations Act, the provisions of this Article shall govern to process and procedure for promotion to the ranks of Lieutenant and Captain. If there is any conflict or inconsistency with either the Fire Department Promotion Act (P.A. 93-0411) or the rules and regulations of the Winnetka Board of Fire and Police Commissioners, the provisions of this Article shall be applicable.

ARTICLE XVIII
SAVINGS CLAUSE

Section 18.1. Savings Clause. If any provision of this Agreement, or the application of any such provision, should be rendered or declared invalid by any court or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The subject matter of such invalid provision shall be open for negotiations over a substitute for the invalidated Article, Section or portion thereof if requested by either party in writing within thirty (30) days after the date the Article, Section or portion thereof was invalidated.

ARTICLE XIX
ENTIRE AGREEMENT

Section 19.1. Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by the express language of this Agreement. Notwithstanding the foregoing, the Association specifically does not waive and reserves its right to engage in impact/effects bargaining, which are not referred to or covered by this agreement.

ARTICLE XX
DURATION AND TERMINATION

Section 20.1. Termination in 2022. Unless otherwise specifically provided in this Agreement, this Agreement shall be effective the day following its execution by both parties, and shall remain in full force and effect until midnight December 31,2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin no later than sixty (60) days prior to the anniversary date.

The terms of this Agreement shall continue to be applicable and binding on both parties during all negotiations for a successor Agreement, including any impasse resolution procedures.

Executed this _____ day of _____ 2019, after being first ratified by the Association's membership and then by the Village's President and Board of Trustees.

WINNETKA FIRE FIGHTERS ASSOCIATION, LOCAL 2077

By: _____
Timothy McManigal, President, Local 2077

By: _____
Christopher Tillson, Vice President, Local 2077

By: _____
Jon Colpaert, Committee Member

By: _____
James Gerard, Committee Member

By: _____
Scott Michehl, Committee Member

THE VILLAGE OF WINNETKA, ILLINOIS

By: _____
Christopher D. Rintz, Village President

By: _____
Robert M. Bahan, Village Manager

By: _____
Alan Berkowsky, Fire Chief

By: _____
John Ripka, Deputy Chief

By: _____
Megan E. Pierce, Assistant Village Manager

APPENDIX A

SALARY SCHEDULE FOR EMPLOYEES HIRED BEFORE APRIL 1, 2012

Percentage Change			2.25%	2.50%	2.50%	2.50%
			1/1/2019	1/1/2020	1/1/2021	1/1/2022
	Firemedic	Base	To	To	To	To
Steps			12/31/2019	12/31/2020	12/31/2021	12/31/2022
Start	Start	$72,178	$73,802	$75,647	$77,538	$79,477
A	6 - Months	$76,898	$78,628	$80,594	$82,609	$84,674
B	18 - Months	$81,617	$83,453	$85,540	$87,678	$89,870
C	30 - Months	$86,537	$88,484	$90,696	$92,964	$95,288
D	36 - Months	$91,145	$93,196	$95,526	$97,914	$100,362
E	48 - Months	$95,759	$97,914	$100,361	$102,870	$105,442
F	10 - Years	$98,539	$100,756	$103,275	$105,857	$108,504
Percentage Change			2.25%	2.50%	2.50%	2.50%
	Lieutenant		1/1/2019	1/1/2020	1/1/2021	1/1/2022
	Paramedic	Base	To	To	To	To
Steps			12/31/2019	12/31/2020	12/31/2021	12/31/2022
Start	Start	$100,766	$103,033	$105,609	$108,249	$110,955
	Start w/10 Years	$103,688	$106,021	$108,671	$111,388	$114,173
A	12 - Months	$105,795	$108,176	$110,880	$113,652	$116,494
	12 Months w/10 Years	$108,865	$111,315	$114,098	$116,950	$119,874
B	24 - Months	$110,803	$113,296	$116,129	$119,032	$122,008
	24 Months w/10 Years	$114,012	$116,577	$119,491	$122,478	$125,540
Percentage Change			2.25%	2.50%	2.50%	2.50%
	Captain		1/1/2019	1/1/2020	1/1/2021	1/1/2022
	Paramedic	Base	To	To	To	To
Steps			12/31/2019	12/31/2020	12/31/2021	12/31/2022
Start	Start	$114,516	$117,092	$120,020	$123,020	$126,096
	Start w/10 Years	$117,835	$120,486	$123,499	$126,586	$129,751
A	12 - Months	$118,224	$120,884	$123,906	$127,004	$130,179
	12 Months w/10 Years	$121,652	$124,389	$127,499	$130,686	$133,954
B	24 - Months	$121,957	$124,701	$127,819	$131,014	$134,290
	24 Months w/10 Years	$125,491	$128,315	$131,522	$134,810	$138,181

APPENDIX B

SALARY SCHEDULE FOR EMPLOYEES HIRED ON OR AFTER APRIL 1, 2012

Percentage Change			2.25%	2.50%	2.50%	2.50%
			1/1/2019	1/1/2020	1/1/2021	1/1/2022
	Firemedic	Base	To	To	To	To
Steps			12/31/2019	12/31/2020	12/31/2021	12/31/2022
Start	Start	$72,178	$73,802	$75,647	$77,538	$79,476
A	6 - Months	$73,905	$75,568	$77,457	$79,394	$81,379
B	18 - Months	$76,200	$77,914	$79,862	$81,859	$83,905
C	30 - Months	$78,909	$80,684	$82,701	$84,769	$86,888
D	36 - Months	$81,617	$83,454	$85,540	$87,678	$89,870
E	48 - Months	$86,537	$88,484	$90,696	$92,964	$95,288
F	60 - Months	$91,145	$93,196	$95,526	$97,914	$100,361
G	96 - Months	$95,759	$97,914	$100,362	$102,871	$105,443
H	10 - Years	$98,539	$100,756	$103,275	$105,857	$108,504
Percentage Change			2.25%	2.50%	2.50%	2.50%
	Lieutenant		1/1/2019	1/1/2020	1/1/2021	1/1/2022
	Paramedic	Base	To	To	To	To
Steps			12/31/2019	12/31/2020	12/31/2021	12/31/2022
Start	Start	$100,766	$103,033	$105,609	$108,249	$110,955
	Start w/10 Years	$103,688	$106,021	$108,671	$111,388	$114,173
A	12 - Months	$105,795	$108,176	$110,880	$113,652	$116,494
	12 Months w/10 Years	$108,865	$111,315	$114,098	$116,950	$119,874
B	24 - Months	$110,803	$113,296	$116,129	$119,032	$122,008
	24 Months w/10 Years	$114,012	$116,577	$119,491	$122,478	$125,540
Percentage Change			2.25%	2.50%	2.50%	2.50%
	Captain		1/1/2019	1/1/2020	1/1/2021	1/1/2022
	Paramedic	Base	To	To	To	To
Steps			12/31/2019	12/31/2020	12/31/2021	12/31/2022
Start	Start	$114,516	$117,092	$120,020	$123,020	$126,096
	Start w/10 Years	$117,835	$120,486	$123,499	$126,586	$129,751
A	12 - Months	$118,224	$120,884	$123,906	$127,004	$130,179
	12 Months w/10 Years	$121,652	$124,389	$127,499	$130,686	$133,954
B	24 - Months	$121,957	$124,701	$127,819	$131,014	$134,290
	24 Months w/10 Years	$125,491	$128,315	$131,522	$134,810	$138,181

APPENDIX C

One week Non 24 Hour Shift Schedule

For shift personnel working a schedule other than 24 hour shift and overtime

Friday Work Schedule	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Off 24	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24
Week 2	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 3	Off 12 hrs in AM Work 12 hrs in PM	Off 24	Off 24	Work 24	Off 24	Off 24	Work 24

Saturday Work Schedule	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Work 24	Off 24	Off 24	Work 24	Off 24	Off 24	Work 12 hrs in AM Off 12 hrs in PM
Week 2	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 3	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24	Off 24

Sunday Work Schedule - Employee Option 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24	Off 24
Week 2	Work 12 hrs in AM Off 12 hrs in PM	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 3	Off 24	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24

Sunday Work Schedule - Employee Option 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24	Off 24
Week 2	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 12 hrs in AM Work 12 hrs in PM
Week 3	Off 24	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24

APPENDIX C - continued

Two week Non 24 Hour Shift Schedule

For shift personnel working a schedule other than 24 hour shift and overtime

Friday Work Schedule	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Off 24	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24
Week 2	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 3	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 4	Off 24	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24

Saturday Work Schedule *	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Work 24	Off 24	Off 24	Work 24	Off 24	Off 24	Work 12 hrs in AM Off 12 hrs in PM
Week 2	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 3	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 4	Off 12 hrs in AM Work 12 hrs in PM	Off 24	Off 24	Work 24	Off 24	Off 24	Work 24

Sunday Work Schedule	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24	Off 24
Week 2	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 3	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 4	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24	Off 24

* In lieu of a 12/12 schedule on Saturday of Week 1 and Sunday of Week 4, an employee shall have the option of working 24 hours on Saturday of Week 1 and being off 24 hours on Sunday of Week 4, or vice versa.

APPENDIX D

ASSOCIATIONS INSIGNIA

Agenda Item Executive Summary

Title: Ordinance No. MC-1-2019: Commercial District Zoning Ordinance Amendments (Adoption)

Presenter: David Schoon, Director, & Brian Norkus, Asst. Director Community Development

Agenda Date: 04/04/2019

Consent: [ ] YES [✔] NO

[✔] Ordinance
[ ] Resolution
[ ] Bid Authorization/Award
[ ] Policy Direction
[ ] Informational Only

Item History:

3/13/18 Study Session - https://www.villageofwinnetka.org/assets/1/20/gv-council-pkt-20180313.pdf
7/10/18 Study Session - https://www.villageofwinnetka.org/assets/1/20/gv-council-pkt-20180710.pdf
10/9/18 Study Session - https://www.villageofwinnetka.org/assets/1/20/gv-council-pkt-20181009.pdf
1/15/19 Regular Meeting - https://www.villageofwinnetka.org/assets/1/20/gv-council-pkt-20190115.pdf
3/19/19 Regular Meeting - https://www.villageofwinnetka.org/assets/1/20/gv-council-pkt-20190319.pdf

Executive Summary:

On April 4, 2019, the Village Council is scheduled to consider adoption of Ordinance No. MC-1-2019, An Ordinance Amending the "Winnetka Zoning Ordinance" Regarding Uses and Regulations in the C-1 Neighborhood Commercial District, C-2 General Retail Commercial District, and the C-2 Commercial Overlay District (Attachment A).

Consideration of this ordinance is the result of a Village-initiated application to amend the Zoning Ordinance concerning the boundaries, definitions, allowed land uses, and special use standards for the C-2 Commercial Overlay District (the "Overlay District"). As a result of proposed amendment to the Overlay District, related amendments to the C-2 General Retail Commercial District (the "C-2 District") and the C-1 Neighborhood Commercial District (the "C-1 District") are also proposed. Collectively, all three districts are referred to as the "Commercial Districts."

On March 19, the Village Council held a public hearing on and approved introduction of Ordinance No. MC-1-2019. At that meeting the Council also directed staff to make a few revisions to the ordinance language. Attached is a staff report elaborating on those items.

Recommendation:

Consider adoption of Ordinance No. MC-1-2019, an Ordinance Amending the "Winnetka Zoning Ordinance" Regarding Uses and Regulations in the C-1 Neighborhood Commercial District, C-2 General Retail Commercial District, and the C-2 Commercial Overlay District.

Attachments:

April 4, 2019 Staff Report
Attachment A - Ordinance No. MC-1-2019 - An Ordinance Amending the "Winnetka Zoning Ordinance" Regarding Uses and Regulations in the C-1 Neighborhood Commercial District, C-2 General Retail Commercial District, and the C-2 Commercial Overlay District.
Attachment B – Design Guideline Excerpts
Attachment C – Written Public Comments

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL

FROM: DAVID SCHOON, DIRECTOR
BRIAN NORKUS, ASSISTANT DIRECTOR

DATE: MARCH 28, 2019

SUBJECT: C-2 COMMERCIAL OVERLAY DISTRICT

INTRODUCTION

On Thursday, April 4, 2019, the Village Council is scheduled to consider adoption of Ordinance No. MC-01-2019, An Ordinance Amending the "Winnetka Zoning Ordinance" Regarding Uses and Regulations in the C-1 Neighborhood Commercial District, C-2 General Retail Commercial District, and the C-2 Commercial Overlay District (Attachment A).

Consideration of this ordinance is the result of a Village-initiated application to amend the Zoning Ordinance concerning the boundaries, definitions, allowed land uses, and special use standards for the C-2 Commercial Overlay District (the "Overlay District"). As a result of proposed amendment to the Overlay District, related amendments to the C-2 General Retail Commercial District (the "C-2 District") and the C-1 Neighborhood Commercial District (the "C-1 District") are also proposed. Collectively, all three districts are referred to as the "Commercial Districts." The amendments under consideration include, without limitation, amendments to the following sections of Title 17, Zoning:

- Section 17.04.030, titled "Definitions," of Chapter 17.04, titled "Introductory Provisions and Definitions," of the Zoning Code to amend the definitions of current and proposed allowed land uses in the Commercial Districts;
- Section 17.08.020, titled "Zoning Map," of Chapter 17.08, titled "Zoning Districts and Official Map," of the Zoning Code to amend the boundaries of the Overlay District;
- Section 17.44.020, titled "Uses," of Chapter 17.44, titled "C-2 General Retail Commercial District," of the Zoning Code, to amend the standards for special uses located in the Overlay District;
- Section 17.46.010, titled "Table of uses," of Chapter 17.46, titled "Use, Lot, Space, Bulk and Yard Regulations for Commercial Districts," of the Zoning Code to amend the list of allowed uses in the Commercial Districts.

On March 19, 2019, the Council held a public hearing on the proposed ordinance. At the meeting, written public comments were distributed to the Village Council. No members of the public spoke at the public hearing. After closing the public hearing, the Village Council discussed the draft ordinance. The Council discussed the following items:

1. The definition of co-working space in terms of how one operates and the type of equipment that may be found in such spaces.
2. One of the existing Overlay District special use standards, which states: "The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in

nature and compatible with that provided by retail uses." A trustee raised the concern that not all approved special uses, once opened, have met this standard.

3. A trustee noted that they had non-substantive edits to the draft ordinance. (One such edit has been made. Staff meant to delete "the computer equipment sales and service" category, when we combined computers with the other category of "camera, photography, computer, or other consumer electronic stores (may include repair when incidental to retail)". The separate computer category is now shown as struck through.)

Since the March 19 Village Council meeting, the Village has received one additional written public comment regarding the proposed amendments.

CO-WORKING SPACE

Based upon comments made by the Village Council we have reworded the definition for co-working space to read as follows:

> Co-working space. Office space (i) used in a hoteling model, (ii) used by individuals who are telecommuters, freelancers, self-employed or small businesses, and generally not employed by the same organization, (iii) used by individuals who subscribe to a membership to use such space, (iv) and is equipped with workspaces and facilities which allow for interaction and collaboration in groups or as a community. Co-working spaces may host classes or network events which are open either to the public or to current and prospective members.

We clarified that the use of a co-working space is by individuals who are generally not employed by the same organization. We also added that they are membership based, which implies a common purpose or focus. Council members had also expressed some concerns regarding the use of equipment generally not found in an office setting, so reference to fabrication tools has been eliminated from the definition.

OVERLAY DISTRICT SPECIAL USE STANDARDS

As drafted, the Ordinance contains six Overlay District special use standards. As previously noted, the third standard reads as follows:

> iii. The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses."

The Council discussed the concern that some past approved special uses, once they were approved, did not necessarily meet the spirit and intent of this special use standard, in particular the provision of ***display windows*** similar in nature and compatible with that provided by retail uses. Regarding storefront display windows, the Village's Design Guidelines contains guidelines for "Window and Door Fenestration" and as well as for "Door and Window Materials". Excerpts of these design standards, which regulate the window itself, can be found in Attachment B. The standards do not regulate what is displayed behind the window in the business.

The issue raised was not the exterior design of the storefront display windows, but how the interior space located behind the display windows is used. For instance, a doctor's or dentist's office will often have a patient display window near the entrance to the business which is along the storefront display window. Such areas will often have blinds in order to block light and glare from the sun during sunrise and sunset or during the winter time when the sun is low. Some people find that creates a blank, inactive store front

which takes away from an active retail streetscape. Other special uses may create a shallow waiting area along the storefront, so that through the display window one sees a wall and door to the rest of the space, which are sometimes in close proximity to the display window. Some find this uninviting and distracting from an active streetscape.

The Council discussed if the special use standard could be more specific or if when a specific special use is approved, a condition be imposed specifically outlining how the use will comply with the standard. Given the many unique situations that could occur with a special use occupying a street frontage, it may be difficult to come up with one specific design solution that could be codified as a requirement. However, a trustee did suggest adding the term "active" prior to "display windows". The Ordinance has been amended to do that.

Staff would suggest that it may be more appropriate to review each special use on a case by case basis and to develop specific conditions for approval. If after approval a use did not comply with this condition, the Village could cite the use for not complying with the approved special use. The conditions could potentially focus on limiting the use of window coverings, such as limiting percentage of all display windows that could have window coverings, limiting the time of day window coverings could be used (e.g. only when to block direct sunlight and glare). Also during the review process, the applicant could propose to dedicate a certain percentage of the display window for a particular type of display (e.g. an interior designer may agree to a display a few types of home décor items).

EFFECTIVE DATE OF ORDINANCE

As currently written the effective date of the ordinance is upon passage and publication of the ordinance. Attached you will find an email from a property owner, who has told staff that they a signed lease with a nail salon for a space in the Overlay District in Hubbard Woods (Attachment C). Improvements requiring the issuance of a building permit would need to be made and a certificate of occupancy granted prior to this nail salon being able to occupy the space. To date, a building permit has not been submitted for this space. Currently a nail salon is a permitted use in the Overlay District; however, the proposed amendments would make the use a special use. If the Council should adopt the proposed Ordinance on April 4, the nail salon would need to go through the special use process prior to the Village being able to issue a building permit and certificate of occupancy for the proposed use.

The property owner has requested that the Council provide a 90-day grace period during which property owners are able to finalize working with new tenants under the current zoning regulations, the Village Council may wish to amend Section 7 of the draft ordinance to read as follows:

> **SECTION 7:** **EFFECTIVE DATE.** This Ordinance will be in full force and effect **90-days** from and after its passage, approval, and publication in the manner provided for by law.

In her letter, the property owner states that she did not receive a public hearing notice letter. Though the Zoning Ordinance does not require a public hearing mailing notice for text amendments, the Village did send out a courtesy notice to property owners within all three commercial districts. On February 27, 2019, a letter was sent by first class mail to the property owner. The mailing address used was based upon information found on the Cook County Treasurer's property tax website.

SUMMARY

As previously noted, the Village Council is scheduled to consider adoption of Ordinance No. MC-01-2019, An Ordinance Amending the "Winnetka Zoning Ordinance" Regarding Uses and Regulations in the C-1 Neighborhood Commercial District, C-2 General Retail Commercial District, and the C-2 Commercial

Overlay District.

ATTACHMENTS

Attachment A – Ordinance No. MC-01-2019 - An Ordinance Amending the "Winnetka Zoning Ordinance" Regarding Uses and Regulations in the C-1 Neighborhood Commercial District, C-2 General Retail Commercial District, and the C-2 Commercial Overlay District.

Attachment B – Design Guideline Excerpts

Attachment C – Written Public Comment

Attachment A

ORDINANCE NO. MC-1-2019

AN ORDINANCE AMENDING THE "WINNETKA ZONING ORDINANCE" REGARDING USES AND REGULATIONS IN THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT, C-2 GENERAL RETAIL COMMERCIAL AND C-2 COMMERCIAL OVERLAY DISTRICTS

WHEREAS, the "Winnetka Zoning Ordinance," as amended (***"Zoning Code"***), establishes certain zoning regulations for permitted and special uses within each zoning district; and

WHEREAS, the Village desires to amend the uses and regulations (***"Proposed Amendments"***) that apply to the Village's C-1 Neighborhood Commercial District (***"C-1 District"***), C-2 General Retail Commercial District (***"C-2 District"***), and C-2 Commercial Overlay District (***"Overlay District"***); and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Code, on March 19, 2019, after due notice thereof, the Village Council held a public hearing to consider the Proposed Amendments to the Zoning Code; and

WHEREAS, the Village Board has determined that adoption of the Proposed Amendments, as set forth in this Ordinance, will serve and be in the best interest of the Village;

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

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

SECTION 2: DEFINITIONS. Section 17.04.030, titled "Definitions," of Chapter 17.04, titled "Introductory Provisions and Definitions," of the Zoning Code is hereby amended further to read as follows:

"Section 17.04.030 Definitions.

For the purpose of this title, certain terms and words are defined as follows:

* * *

Artisan and maker space. A workspace or shop where communal or individual space is used for hobbyists, artisans and makers; such spaces may include, wood and metal working tools, digital media, laser cutters, 3-D printers, electronics, robotics, etc. The use may also include gallery and exhibition space with a retail component.

* * *

Arts, dancing music, and other artistic activities. An establishment where the visual arts, dancing, music or other artistic and cultural activities are

practiced or studied. Such a facility may have performance space associated with use. This use does not include tattooing and body art.

* * *

Brew pub. A full-service restaurant where beer is brewed or manufactured on the premises, with the primary distribution being in the adjoining full-service restaurant. The use may also include the sale of beer brewed or manufactured on premises in specialty containers holding no more than one U.S. gallon (128 U.S. fluid ounces), commonly referred to as growlers.

* * *

Business or commercial school. A school for the teaching of driving, industrial, clerical, managerial, or design skills, and do not offer a complete educational curriculum, but may offer certification in their particular field. Such uses may also be referred to as a vocational education facility.

* * *

Co-working space. Office space (i) used in a hoteling model, (ii) used by individuals who are telecommuters, freelancers, self-employed or small businesses, and generally not employed by the same organization, (iii) used by individuals who subscribe to a membership to use such space, (iv) and is equipped with workspaces and facilities which allow for interaction and collaboration in groups or as a community. Co-working spaces may host classes or network events which are open either to the public or to current and prospective members.

* * *

Educational therapy and counseling services. An establishment that offers individuals with learning disabilities and other learning challenges a wide range of intensive, individualized interventions designed to remediate learning disabilities and challenges.

Educational services. A commercial establishment that provides instruction, study, or tutoring services on educational topics such as math, science, technology, the language arts or similar fields, or which provides educational assessment, test preparation or similar services.

* * *

Health club. A commercial establishment: (i) where physical activity for personal wellness is taught, practiced or studied, including, without limitation, racquet sports, swimming, yoga studios, exercise studios, and

dance studios; and (ii) which measures 2,500 square feet or greater of gross floor area.

* * *

Medical/dental clinic. A facility, used by physicians, dentists, chiropractors, physical therapists, psychologists, psychiatrists or other licensed practitioners of the healing arts for the examination and treatment of persons solely on an outpatient basis. "Medical Clinics" also include alternative medicine clinics, such as acupuncture offices.

* * *

Personal Fitness Studio. A commercial establishment: (i) where physical activity for personal wellness is taught, practiced or studied, including, without limitation, yoga studios, exercise studios, and dance studios; and (ii) which measures less than 2,500 square feet of gross floor area.

* * *

Restaurant, ~~F~~**f**ast ~~F~~**f**ood. ~~"Fast food restaurant" means a~~ **A** restaurant where**: (i) menu items consist of pre-cooked or quickly prepared food items; (ii) food is ordered at a counter or kiosk and then predominately picked up at a counter; no or minimal table service is provided; and (iii)** food is principally offered or served on or in disposable tableware or containers for immediate consumption on or away from the premises. A "fast food restaurant" includes a business which predominately provides home delivery or customer pick up services.

* * *

Restaurant, limited service/fast causal. A restaurant where: (i) menu items are primarily made fresh to order and are prepared upon request; (ii) food is ordered at a counter or kiosk and then served at the patron's table in a dine in area; and (iii) food is offered or served on or in either non-disposable or disposable tableware for immediate consumption on the premises. Meals may be carried out of the restaurant; however, food is generally designed to be consumed with utensils, at a table, rather than designed for consumption within a vehicle or in transit. A limited service/fast casual restaurant may provide home delivery or customer pick up services incidental to the primary food service on the premises.

* * *

Restaurant, standard. ~~"Standard restaurant" means a~~ **A** restaurant where food **is principally ordered and served at a patron's table, and** is principally offered

or served on or in nondisposable tableware for immediate consumption on the premises. The fact that a standard restaurant may incidentally prepare meals and similar menu items for off premises consumption in disposal containers shall not prevent it from being classified as a standard restaurant."

* * *

SECTION 3: ZONING MAP. Section 17.08.020, titled "Zoning Map," of Chapter 17.08, titled "Zoning Districts and Official Map," of the Zoning Code is hereby amended further to read as follows:

"Section 17.08.020 Zoning map.

* * *

A. District Boundaries.

1. The boundaries of the districts created by section 17.08.010(A) shall be as shown on the Official Village of Winnetka Zoning Map, which is made a part of the ordinance codified in this title.

2. The C-2 Commercial Overlay shall consist of the first fifty (50) feet of lot depth from the front property line in the following areas:

a. Hubbard Woods:

i. The east and west sides of Green Bay Road from the center line of Scott Avenue to the center line of Tower Road, except for Hubbard Woods Park.

ii. The north and south sides of Gage Street from the western boundary of the C-2 General Retail Commercial District to the eastern boundary of said district, except for Hubbard Woods Park.

~~iii. The north side of Tower Road from the western boundary of the C-2 General Retail Commercial District to the eastern boundary of said district; provided, that the portion of the property commonly known as 894-896 Green Bay Road that lies more than fifty (50) feet from the Green Bay Road property line shall be excluded.~~

b. East Elm:

i. The north side of Elm Street from the east **boundary** ~~edge~~ of the Union Pacific Railroad right-

of-way to the west **boundary** ~~edge~~ of Arbor Vitae Park.

ii. The south side of Elm Street from the east **boundary** ~~edge~~ of the Union Pacific Railroad right-of-way to the east lot line of the property commonly known as 714 Elm Street.

iii. The west side of Lincoln Avenue from the north lot line of the property commonly known as 572 Lincoln Avenue to the center line of Elm Street.

iv. The east side of Lincoln Avenue from the northern boundary of the C-2 General Retail Commercial District to the southern boundary of said district.

c. West Elm:

i. The west side of Chestnut Street from the center line of Spruce Street to the center line of Oak Street ~~southern boundary of the C-2 General Retail Commercial District~~.

ii. The east side of Chestnut Street from the center line of Spruce Street to the center line of Oak Street.

iii. The north and south sides of Elm Street from the western boundary of the C-2 General Retail Commercial District to the center line of Green Bay Road.

iv. The north and south sides of Chestnut Court.

v. The north side of Spruce Street from the east lot line of the property commonly known as 841 Spruce Street/594 Green Bay Road to the center line of Green Bay Road.

vi. The south side of Spruce Street from the ~~west~~ **east** lot line of the property commonly known as 844 Spruce Street to the center line of Green Bay Road.

3. The boundaries of the WTSF, Wireless Telecommunications Service Facilities Overlay Districts, shall be as shown on the Appendix to the Official Village of Winnetka Zoning Map."

* * *

SECTION 4: SPECIAL USE STANDARDS. Section 17.44.020, titled "Uses," of Chapter 17.44, titled "C-2 General Retail Commercial District," of the Zoning Code is hereby amended further to read as follows:

"Section 17.44.020 Uses.

No building or premises within the C-2 General Retail Commercial District, including the C-2 Commercial Overlay District, shall be used, and no building within the C-2 General Retail Commercial District, including the C-2 Commercial Overlay District, shall be erected or altered for any use not otherwise provided for in this title.

* * *

B. Special Use.

1. Except as otherwise provided in this code, uses listed as "Special Use" (SU) in the C-2 General Retail Commercial District in the Table of Uses in Section 17.46.010 of this code may be permitted as a special use, subject to the conditions and requirements set forth in this chapter and in Chapter 17.56 of this code.

2. In addition, any of the following uses may be permitted as a special use, subject to the conditions and requirements set forth in this chapter and in Chapters 17.46 and 17.56:

a. Any use that the Zoning Administrator determines is similar to any use listed as a "Special Use" (SU) in the C-2 General Retail Commercial District in the Table of Uses in Section 17.46.010 of this code;

b. C-2 Commercial Overlay District. Any use that is located on the ground floor of a building within the boundaries of the C-2 Commercial Overlay District and that is listed as a "Special Use" (SU) in the C-2 Commercial Overlay District in the Table of Uses in Section 17.46.010 of this code, or any use determined by the Zoning Administrator to be similar to such a use; provided that, in addition to the standards set forth in Chapter 17.56 for the granting of special use permits, the applicant demonstrates that the special use will be in compliance with the following additional standards:

i. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration and pedestrian nature of the area in a manner similar to that of retail uses ~~of a comparison shopping nature~~.

ii. **The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block's frontage.** ~~Proposed street frontages providing access to or visibility for one (1) or more special uses shall provide for a minimum interruption in the existing and potential continuity and concentration of retail uses of a comparison shopping nature.~~

iii. The proposed special use at the proposed location will provide for **active** display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses ~~of a comparison shopping nature~~.

iv. **If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from street in such a fashion as to invite customers to browse or dine.** ~~If a project or building has, proposes or contemplates a mix of retail, office and service-type uses, the retail portions of the project or building shall be located adjacent to the sidewalk. The minimum frontage for each retail use adjacent to the sidewalk shall be twenty (20) feet with a minimum gross floor area of four hundred (400) square feet. In addition, such retail space shall be~~

~~devoted to active retail merchandising which maintains typical and customary hours of operation.~~

v. **If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be 20 feet with a minimum gross floor area of 400 square feet. In addition, such retail space shall be devoted to active retail merchandising which maintains typical and customary hours of operation.**

~~v.~~**vi.** The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses ~~of a comparison shopping nature~~;

c. More than one (1) principal building on a lot;

d. Planned developments, as provided in Chapter 17.58 of this code."

* * *

SECTION 5: TABLE OF USES. Section 17.46.010, titled "Table of uses," of Chapter 17.46, titled "Use, Lot, Space, Bulk and Yard Regulations for Commercial Districts," of the Zoning Code is hereby amended further to read as set forth in **Exhibit A.**

SECTION 6: PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION 7: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided for by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this_____day of _____, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2019.

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 _____, 2019.

Introduced: _____, 2019

Passed and Approved: _____, 2019

EXHIBIT A

Table of Uses	C-1 Neighborhood Commercial	C-2 General Retail	C-2 Commercial Overlay
P = Permitted uses SU = Special uses NO = Not permitted			
A. RESIDENTIAL USES			
Dwelling unit above the ground floor in a commercial building	P	P	P
Dwelling unit at the ground floor, less than 50 feet from front street line	SU	NO	NO
Dwelling unit at the ground floor, 50 feet or more from front street line	SU	SU	SU
B. PERSONAL SERVICES ESTABLISHMENTS and CUSTOM CRAFT USES			
~~Barber shop~~	~~P~~	~~P~~	~~P~~
Barber shop, beauty salon, hair salon, or day spa, including nail salons, skin care and related services ~~Beauty salon or day spa, including nail salons, skin care and related services~~	P	P	~~P~~ **SU**
Laundry and dry cleaning receiving store **(dry-cleaning not performed on premises)** ~~(processing not performed on premises)~~	P	P	~~P~~ **SU**
Photography studio	P	P	P
Picture framing ~~(retail only)~~	P	P	P
Shipping, mailing or printing center (may include related office services) ~~Printing shop with retail sales component, or mailing and related office services~~	P	P	P
~~Shoe or hat repair~~	~~P~~	~~P~~	~~P~~
Tailor shop or dressmaking establishment**, or shoe or hat repair**	P	P	~~P~~ **SU**
Tanning salon	SU	SU	SU
Taxidermy shop	**SU**	~~P~~ **SU**	SU
Travel agency	P	P	SU
Upholstery shop and furniture repair/refinishing	P	P	SU
Weight loss clinic / diet center **(Not-including, personal training, fitness studios, or similar forms of physical activity.)**	~~SU~~ **P**	~~SU~~ **P**	SU

Additions are bold and double underlined; ~~deletions are struck through.~~

Table of Uses	C-1 Neighborhood Commercial	C-2 General Retail	C-2 Commercial Overlay
P = Permitted uses SU = Special uses NO = Not permitted			
C. GENERAL RETAIL SALES and RELATED SERVICE USES			
Antique store	P	P	P
Apparel, fur, leather goods, jewelry, shoe or accessories store ~~Apparel store~~	P	P	P
Apparel, formalwear, and tuxedo rental (dry-cleaning not performed on premises) ~~Apparel rental, not including cleaning~~	P	P	P
Appliance (household) sales (may include repair when incidental to retail) ~~Appliance service, repair or sales~~	P	P	P
Art, craft, fabric, or hobby supply store ~~Art, craft, or hobby supply store~~	P	P	P
Art gallery ~~or studio~~	P	P	P
Bath, cosmetic, or beauty supply or accessory store ~~Bath supply or accessory store~~	P	P	P
Bicycle, camping, golf, or other outdoor leisure or sporting goods store. ~~Bicycle sales service, repair or sales~~	P	P	P
Book, newspaper, magazine, music recording, or video recording store ~~Book store~~	P	P	P
~~Cabinet sales establishment (not including cutting, assembly, and the like)~~	~~P~~	~~P~~	~~P~~
Camera, photography, computer, or other consumer electronic stores (may include repair when incidental to retail) ~~Camera and photo store~~	P	P	P
Card, gift, stationery or toy store ~~Card / stationery store~~	P	P	P
China, glassware, ceramic or flatware shop	P	P	P
Coin, stamp, precious metal, or collectible shop. ~~Coin, stamp, precious metal or similar shop~~	P	P	P
~~Computer equipment sales and service~~	~~P~~	~~P~~	~~P~~
~~Department or variety store~~	~~P~~	~~P~~	~~P~~
Drug store or pharmacy ~~Drug store~~	P	P	P

Additions are bold and double underlined; ~~deletions are struck through.~~

Table of Uses	C-1 Neighborhood Commercial	C-2 General Retail	C-2 Commercial Overlay
P = Permitted uses SU = Special uses NO = Not permitted			
~~Electrical and household appliance sales and service~~	~~P~~	~~P~~	~~P~~
~~Electronics store~~	~~P~~	~~P~~	~~P~~
~~Fabric and sewing accessory store~~	~~P~~	~~P~~	~~P~~
~~Floor covering store~~	~~P~~	~~P~~	~~P~~
Florist or garden supply shop, retail (shall not include on-site greenhouse or outdoor storage) ~~Florist shop, retail (no on-site greenhouse, outdoor storage, or related horticultural activities)~~	P	P	P
Furniture, bedding, cabinetry, drapery, floor covering, lighting, paint and wall covering, plumbing fixture, window covering and similar home accessories store (with provision of incidental design services) ~~Furniture and home accessories store~~	P	P	P
~~Furniture and fur apparel shop (including storage / repair when incidental to retail)~~	~~P~~	~~P~~	~~P~~
~~Garden supply shop~~	~~P~~	~~P~~	~~P~~
~~Gift shop, specialty shop or novelty shop~~	~~P~~	~~P~~	~~P~~
Hardware, department or variety store ~~Hardware store~~	P	P	P
~~Interior decorating (with retail inventory on display)~~	~~P~~	~~P~~	~~P~~
~~Interior decorating service (no retail inventory)~~	~~P~~	~~P~~	~~SU~~
Jewelry store	P	P	P
~~Leather goods store~~	~~P~~	~~P~~	~~P~~
~~Lighting and electrical equipment store (retail)~~	~~P~~	~~P~~	~~P~~
Luggage store	P	P	P
Musical instrument store, including music lessons when incidental to retail	P	P	P
Newspaper or magazine store	P	P	P
Office supply store	P	P	P
Optical goods store	P	P	P

Additions are bold and double underlined; ~~deletions are struck through.~~

Table of Uses	C-1 Neighborhood Commercial	C-2 General Retail	C-2 Commercial Overlay
P = Permitted uses SU = Special uses NO = Not permitted			
Paint and wall covering store	P	P	P
Pet shop and supplies (may include incidental services such as grooming, but may not include animal boarding or kennel services) ~~Pet shop and supplies (not including animal boarding or kennel services)~~	P	P	P
~~Pharmacy~~	~~P~~	~~P~~	~~P~~
~~Record, tape and video recording store~~	~~P~~	~~P~~	~~P~~
Resale shop, secondhand store, consignment or rummage shop ~~Resale shop, secondhand store or rummage shop~~	P	P	SU
~~Rummage collection and/or storage~~	~~SU~~	~~SU~~	~~SU~~
~~Shoe store~~	~~P~~	~~P~~	~~P~~
~~Sporting goods store~~	~~P~~	~~P~~	~~P~~
Tobacco shop	P	P	P
~~Toy store~~	~~P~~	~~P~~	~~P~~
~~Window covering, drapery or curtain store~~	~~P~~	~~P~~	~~P~~
D. PLANTS, ANIMALS AND RELATED USES			
Animal grooming establishments	P	P	P
Animal hospital or veterinary clinic (for care and treatment of domestic pets and animals only, and operated completely within a building (no boarding permitted, and cannot operate 24 hours)	P	P	SU
Wholesale florist, or commercial greenhouse	SU	SU	SU
E. FOOD PRODUCT USES			
Bakery, retail	P	P	P
Candy / confectionery shop	P	P	P
Convenience food store	SU	SU	SU
Grocery store	SU	P	P
Meat, fish, poultry, delicatessen, or other specialty food or beverage store or market (may include catering services incidental to retail services) ~~Meat, fish or poultry market~~	P	P	P
~~Specialty food and beverage shop~~	~~P~~	~~P~~	~~P~~

Additions are bold and double underlined; ~~deletions are struck through.~~

Table of Uses	C-1 Neighborhood Commercial	C-2 General Retail	C-2 Commercial Overlay
P = Permitted uses SU = Special uses NO = Not permitted			
F. FOOD AND BEVERAGE SERVICE USES			
Brew Pub	**NO**	**P**	**P**
Catering establishment with no retail or restaurant component	P	P	SU
Ice cream or frozen desert shop	P	P	P
Restaurant, drive-in	SU	SU	SU
Restaurant, fast food **(See Section 14.44.030B)**	SU	SU	SU
Restaurant, limited service/fast casual	**P**	**P**	**P**
Restaurant, standard	P	P	P
Specialty food and beverage shop with seating	**P**	**P**	**P**
G. FINANCIAL USES			
Accounting, auditing and bookkeeping services	P	P	SU
Bank or credit unions without drive-through facilities ~~Banks without drive-through facilities~~	SU	P	SU
Bank or credit unions with drive-through facilities ~~Banks with drive-through facilities~~	SU	SU	SU
~~Credit union office~~	~~SU~~	~~P~~	~~SU~~
Financial counseling office	P	P	SU
Income tax service	P	P	SU
Insurance agents or brokers	P	P	SU
Loan or mortgage brokers	P	P	SU
Stock, commodity or security broker	P	P	SU
H. BUSINESS SERVICE USES			
Advertising agency offices	P	P	SU
Building maintenance service offices	P	P	SU
Business machine sales, service or rental	P	P	P
Employment agency	P	P	SU
Printing shop (with no retail sales component)	P	P	SU
Stenographic and other temporary office employment service offices	P	P	SU

Table of Uses	C-1 Neighborhood Commercial	C-2 General Retail	C-2 Commercial Overlay
P = Permitted uses SU = Special uses NO = Not permitted			
I. OFFICE AND PROFESSIONAL USES			
Business association office	P	P	SU
Consulting, marketing, advertising, attorney, architect, engineering and similar professional services.	**P**	**P**	**SU**
General offices	P	P	SU
Interior design offices	**P**	**P**	**SU**
Newspaper, magazine or other publishing offices. ~~Newspaper offices~~	P	P	SU
~~Professional offices, including architect, attorney, engineer~~	~~P~~	~~P~~	~~SU~~
~~Publishing offices~~	~~P~~	~~P~~	~~SU~~
Office of institution of religious, charitable or philanthropic nature	P	P	SU
Real estate offices	SU	P	SU
J. MEDICAL AND RELATED USES			
~~Acupuncture services~~	~~P~~	~~P~~	~~SU~~
~~Chiropractor's offices~~	~~P~~	~~P~~	~~SU~~
~~Dental office~~	~~P~~	~~P~~	~~SU~~
Dental, medical, or optical laboratory as a principle use. ~~Dental laboratory~~	P	P	SU
Home health care provider's offices	P	P	SU
Medical and dental offices ~~Medical offices~~	P	P	SU
~~Medical laboratory~~	~~P~~	~~P~~	~~SU~~
Offices for the fitting, sales and repair of hearing aids, prosthetic appliances and the like	P	P	P
~~Optical laboratory~~	~~P~~	~~P~~	~~SU~~
~~Psychiatrist's and psychologist's office or similar mental health counseling~~	~~P~~	~~P~~	~~SU~~
K. TRANSPORTATION AND RELATED USES			
Automobile parts accessories store (retail)	P	P	P
Automobile, motorcycle, boat and marine sales and showroom (limited to indoor storage of display models)	SU	P	P

Additions are bold and double underlined; ~~deletions are struck through.~~

Table of Uses	C-1 Neighborhood Commercial	C-2 General Retail	C-2 Commercial Overlay
P = Permitted uses SU = Special uses NO = Not permitted			
Automobile service station (including incidental repair and washing accessory to principal use) subject to being located a minimum of 200 feet from a church, or temple, library, community or parish house, or public or private school or kindergarten **(See Section 14.44.030B)**	SU	SU	SU
Motor vehicle battery and tire sale and service	SU	SU	SU
Parking lot as a principal use **(See Section 14.44.030B)**	SU	SU	SU
Public garage (any building used for storage, parking, repair, and the like, but not including body and fender shop, and auto laundry, an automotive machine shop, a welding shop, and automobile repainting shop or a shop engaged in the repair or testing of engines) **(See Section 14.44.030B)**	SU	SU	SU
Railroad passenger station	SU	SU	SU
L. MATERIAL SUPPLY AND CONSTRUCTION USES			
Building repair and maintenance contractors including general contractors, glass, window and mirror, heating and air conditioning, lighting and electrical, roofing and plumbing offices and shops	P	P	SU
~~Glass and mirror shop~~	~~P~~	~~P~~	~~P~~
~~Heating and air conditioning sales and service establishments~~	~~P~~	~~P~~	~~P~~
~~Heating and air conditioning service establishments~~	~~P~~	~~P~~	~~SU~~
~~Lighting and electrical sales and service establishments~~	~~P~~	~~P~~	~~P~~
~~Lighting and electrical service establishments~~	~~P~~	~~P~~	~~SU~~
~~Roofing sales and service establishments~~	~~P~~	~~P~~	~~P~~
~~Roofing service establishments~~	~~P~~	~~P~~	~~SU~~
~~Plumbing sales and service establishments~~	~~P~~	~~P~~	~~P~~

Additions are bold and double underlined; ~~deletions are struck through.~~

Table of Uses	C-1 Neighborhood Commercial	C-2 General Retail	C-2 Commercial Overlay
P = Permitted uses SU = Special uses NO = Not permitted			
~~Plumbing services establishments~~	~~P~~	~~P~~	~~SU~~
M. COMMUNICATION AND PUBLIC UTILITY USES			
Newspaper distribution agencies	P	P	SU
Newspaper home delivery center	NO	SU	SU
Public utility service store or collection office	P	P	SU
Telephone exchange	P	P	SU
N. GOVERNMENTAL USES			
Postal service pick up stations, retail	P	P	P
Postal service, distribution service	SU	SU	SU
Parks	SU	SU	SU
O. MISCELLANEOUS USES			
Artisan or maker space	**P**	**P**	**SU**
Co-working space	**P**	**P**	**SU**
Drive-in or drive-through uses	SU	SU	SU
Equipment rental	P	P	SU
Fix-it shop	P	P	P
Funeral parlor and undertaking establishment	P	P	SU
Private open space	SU	SU	SU
P. CULTURAL, RECREATIONAL AND ENTERTAINMENT USES			
Amusement arcades, with the total square footage of all such arcades located in the Village not to exceed 1,000 gross square feet.	NO	P	NO
Bowling alley	NO	SU	SU
Health club	NO	SU	SU
Library or reading room	P	P	SU
Personal fitness facility	**NO**	**P**	**SU**
Ticket agency (amusements)	P	P	P
Q. EDUCATIONAL USES			
Business or commercial school	P	P	SU
Arts, dancing, music, and other artistic activities ~~Dancing, music, or language academy~~	P	P	**P** ~~SU~~
Educational Services	**P**	**P**	**SU**
Educational therapy and counseling service	P	P	SU

Additions are bold and double underlined; ~~deletions are struck through.~~

3. Detail

Commercial and Mixed Use: Typically, private or semi-private entrances should have a predominately solid door and be set in a masonry opening nearly flush to the building facade whereas the public or storefront doorway should be recessed and have an awning so as to provide protection from the elements for shoppers. Building entrances can be further defined by using subtle streetscape improvements such as pavers. Residential entrances should be clearly identified and dignified.

Institutional: Generally the public entrances are detailed to stand out on a facade through the use of articulation and location. In order to be open and inviting, public entrances should incorporate larger expanses of glass than secondary entrances.

b. Window and Door Fenestration:

Commercial, Mixed Use, Institutional and Multiple-family Residential**:** Punched single or ganged windows are required at upper floors but not allowed at street level on primary facades in commercial buildings. A combination of ganged and single units within the punched opening is encouraged to provide hierarchy to the facade. It is encouraged that the sill height of upper level windows align with adjacent buildings but should not be higher than 30" above finish floor elevation. See Section VI.d. Mullion and muntin divisions are required to maintain the scale of the districts and reduce large expanses of glass at the upper floors. (See figure 33) Strip windows are not allowed.

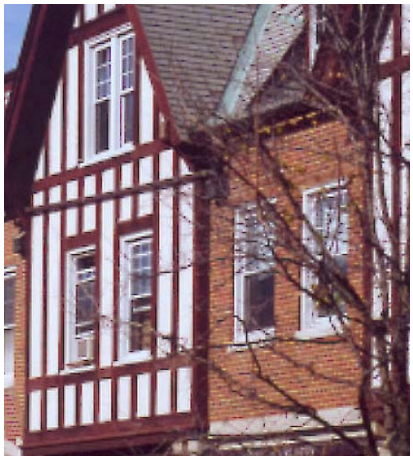


Figure 33

Commercial and Mixed Use: Storefront windows are required in commercial buildings on the primary facade at street level. Storefront windowsill heights cannot exceed 18". Secondary facades are encouraged to provide punched display windows to define the hierarchy of the primary facade over the secondary. (See figure 34)

Figure 34

Architectural Series of Asphalt Shingles (3 ply) (See figure 49)
Wood Shingles (Fire treated)
Slate (See figure 48)
Real Copper (No other metal roofs are allowed)

Figure 46

Institutional only
Flat roofs must be hidden by parapet on primary / secondary facades.
Commercial and Multiple- Family
Flat roof must not be visible from street, pedestrian, or open spaces.

Figure 47

d. Door and Window Materials:
Commercial, Mixed Use, Institutional, Multiple- Family Residential: Entry doors should be wood or aluminum stile and rail with varying degrees of glass. Public entry doors should be fully glazed whereas private and semi-private entries should be primarily solid panel doors. Storefront window units should be either paneled aluminum or brass. Many original storefronts, some with transom windows, remain in the districts. Efforts should be taken to repair and renovate these systems where feasible. Window frames should be wood, steel or aluminum. Vinyl windows are not acceptable. Muntin divisions should be real divided glass or simulated with spacer bars. Snap-in muntins are not acceptable. Color selection should be sympathetic with the overall building color palette and take into account the adjacent building materials within the structure, immediately adjacent structures, structures within the same block and structures across the street.

Figure 48

Figure 49

Entry door hardware is to be exterior grade with weather-resistant finish. Hardware design and finish is to be appropriate with facade articulation, color palette and district character. Glazing should be clear glass without tint or film.

Attachment C

950 GREEN BAY ROAD CORP

March 27, 2019

Dear Mr. Schoon,

I am writing to the Village of Winnetka in response to Ordinance No. MC-01-2019, the ordinance amending the "Winnetka Zoning Ordinance" regarding uses and regulations in the C-1 neighborhood commercial district, C-2 general retail commercial district, and the C-2 commercial overlay district. I would like to request that if the Village Council adopts the proposed commercial zoning district amendments they would consider having an effective starting date, 90-days from the Council's adoption of the ordinance.

As a property owner, no notice was sent to my attention in regard to this amendment to the current ordinance. I believe this notification was suppose to have been sent out at the end of January. With no previous knowledge, the proposal and possible passage, a grace period for property owners would be beneficial.

Thank you in advance,

Leslie Stevens
950 Green Bay Road
Winnetka, IL 60093

Attached is an email from the property owner, which was distributed to the Council at the March 19, 2019, meeting.

847-446-7600 · 950 Green Bay Road · Suite #205 · Winnetka, Illinois 60093

David Schoon

From: leslie stevens [redacted] >
Sent: Tuesday, March 19, 2019 11:45 AM
To: Brian Norkus
Cc: Cindy Plante; David Schoon; leslie.stevens@comcast.net
Subject: Re: March 19 Village Council public hearing re: C2 zoning amendments

Dear Village of Winnetka,
As a property owner for over 50 years, we have seen many changes and requirements that have been continuously heaped on property owners. These types of regulations are determined by individuals who do not have any financial connection in this decision. Again and again, more regulations are put on property owners, allowing the village to determine who we can rent to, preventing more businesses to come to Winnetka and again making it even more difficult to cover our real estate taxes.
I would challenge these decision makers, to walk in our shoes. Hubbard Woods currently is jokingly referred to as the "graveyard" due to the amount of vacancies and lack of business interest in renting space in the community. Now, we are going to add further regulations onto an already difficult market.
Shame on the committee that has decided to make this a talking point, can we focus our efforts on bringing more interest into our community. Take a look at Highwood. How many special events do they have planned within their tiny community. Do they have vacancies like Winnetka - NO. The focus of Winnetka should be to make Winnetka a community. Bringing the people into the Village and allowing them to enjoy their town. Obviously, the property owners are struggling with increased real estate taxes that basically dictate our rents and make it financially difficult for any business to come to Winnetka.

Leslie Stevens
President/CEO
Main Office Phone: [redacted]

healthystart by ORTHOtain

On Mon, Mar 18, 2019 at 9:34 PM Brian Norkus <BNorkus@winnetka.org> wrote:

> Leslie,
>
> I'm writing to follow up on the voicemail I left earlier today, in response to your voice mail of March 14th, inquiring into the possibility of a nail salon opening in ground floor space of your building at 950 Green Bay Road.
>
> As I described in my voice mail, please be aware that the Winnetka Village Council is holding a public hearing **tomorrow evening** to receive public input on a series of possible amendments to the C2 Commercial District and the C2 Overlay District in which your property is located. Zoning amendments being considered include a wide array of Commercial zoning controls including the types of uses permitted, the boundaries of the

Overlay District, and standards for consideration of Special Uses. Agenda materials for tomorrow night's public hearing can be viewed here.

With respect to your inquiry into a possible nail salon, the amendments being considered by the Council tomorrow include proposed amendments to change certain uses which are currently "Permitted uses", making them "Special uses" subject to zoning review by the Plan Commission and Village Council. As noted on page 18 of the agenda packet, one of the several uses being considered for reclassification as a Special Use includes *"a) Barber shop, beauty salon, hair salon, day spa, nail salons, skin care and related services."* The effect of the proposed change would be that a nail salon proposing to locate within the front 50 feet of the ground floor of your building would be required to apply for and receive approval of a Special Use Permit.

The purpose of tomorrow evening's Village Council meeting is to solicit public comment on the proposed changes. Since the proposed changes would impact your property, I would anticipate you may wish to submit comments for the Council's consideration. Please feel free to forward any written comments which you wish to have considered by the Council. I understand that you are travelling overseas, so please feel free to send an email after you've had a chance to review the materials on the Village website which are linked above.

In order for your comments to be considered by the Village Council tomorrow evening, I would ask that you submit something in writing as soon as possible, preferably by 4:00 pm tomorrow, local time.

Please feel free to reach out if you have any questions.

Brian Norkus

Assistant Director of

Community Development

VILLAGE OF WINNETKA

510 GREEN BAY ROAD

WINNETKA, IL 60093

Agenda Item Executive Summary

Title: Ordinance No. MC-2-2019: Planned Development Amendments (Public Hearing & Introduction)

Presenter: David Schoon, Community Development Director

Agenda Date: 04/04/2019

Consent: ☐ YES ☑ NO

☑ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

12/11/18 - Village Council Study Session - https://www.villageofwinnetka.org/assets/1/20/gv-council-pkt-20181211.pdf
2/12/19 - Village Council Study Session - Scheduled Council discussion was differed to future date.
3/5/19 - Village Council Study Session - https://www.villageofwinnetka.org/assets/1/20/gv-council-pkt-20190305.pdf

Executive Summary:

On April 4, 2019, the Village Council is scheduled to hold a public hearing and consider introduction of Ordinance No. MC-2-2019, An Ordinance Amending Titles 3 and 17 of the Winnetka Village Code to Create a Planned Development Commission and Amend the Planned Development Standards and Procedures (Case No. 19-01-TX). The primary amendments under consideration include, without limitation:

• Amendments to Title 3 of the Village Code to create a Planned Development Commission and place with the Commission the jurisdiction to hold hearing and make recommendations on planned development applications;

• Amendments to several provisions of Chapter 17.58, titled "Planned Development," to: (i) revise the standards for considering planned development applications, (ii) update the procedure for considering planned development applications, and (iii) the addition of a preliminary conceptual review of planned developments by the Village Council. The Ordinance also makes numerous minor cleanups to Chapter 17.58.

A separate staff report is attached summarizing the proposed amendments.

Recommendation:

The Council is scheduled to hold a public hearing and consider introduction of Ordinance No. MC-2-2019, an Ordinance Amending Titles 3 and 17 of the Winnetka Village Code to Create a Planned Development Commission and Amend the Planned Development Standards and Procedures.

Attachments:

Staff Report from Village Staff and Village Attorney

Attachment A: Ordinance No. MC-2-2019, An Ordinance Amending Titles 3 and 17 of the Winnetka Village Code to Create a Planned Development Commission and Amend the Planned Development Standards and Procedures

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL

FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR
VILLAGE ATTORNEY

DATE: MARCH 28, 2019

SUBJECT: ORDINANCE MC-2-2019
PLANNED DEVELOPMENT REGULATION AMENDMENTS

INTRODUCTION

On Thursday, April 4, 2019, the Village Council is scheduled to hold a public hearing and consider introduction of Ordinance No. MC-2-2019, An Ordinance Amending Titles 3 and 17 of the Winnetka Village Code to Create a Planned Development Commission and Amend the Planned Development Standards and Procedures (Case No. 19-01-TX). The primary amendments under consideration include, without limitation:

- Amendments to Title 3 of the Village Code to create a Planned Development Commission and place with the Commission the jurisdiction to hold hearing and make recommendations on planned development applications;

- Amendments to several provisions of Chapter 17.58, titled "Planned Development," to: (i) revise the standards for considering planned development applications, (ii) update the procedure for considering planned development applications, and (iii) the addition of a preliminary conceptual review of planned developments by the Village Council. The Ordinance also makes numerous minor cleanups to Chapter 17.58.

A public notice for the hearing was published in the March 14, 2019, edition of the Winnetka Current.

At the March 5, 2019, Village Council Study Session, the Council continued its discussion of potential amendments to the planned development regulations. At that meeting the Council reviewed input from the Plan Commission, Zoning Board of Appeals, and Design Review Board, regarding the following items. Following each item is the direction the Council gave staff regarding changes to the planned development regulations and process:

(a) Should the Village add conceptual plan review before the Village Council step prior to a developer submitting a formal preliminary plan application? The Council directed staff to incorporate a concept plan review step into the planned development process.
(b) Do the advisory bodies need to be involved in both the preliminary plan review and final plan review stages? The Council concluded that an advisory body needs only be involved in the preliminary plan review step; unless the Council determines that a final plan is substantially different from the approved preliminary plan and that the final plan may be referred to the advisory bodies for review and recommendation.

(c) Which advisory bodies should be involved in the review of a planned development? A majority of Council concluded that a nine-member planned development commission should be created consisting of members from the Plan Commission and the Zoning Board of Appeals and organized in a similar fashion as the Oak Brook Planned Development Commission. The Design Review Board would continue to independently review planned developments.

In addition to considering changes to the planned development review process, the Council also reviewed draft standards for planned developments, which the advisory boards/commissions had reviewed and recommended the Council adopt. The Council directed staff to make some edits to these draft standards.

DRAFT ORDINANCE

Since the March 5 Village Council study session, Village staff and the Village Attorney have prepared the attached draft ordinance. The following summarizes changes to the various chapters of the Village Code.

Planned Development Commission – Chapter 3.22

The proposed amendments establish a new Chapter 3.22, which creates a Planned Development Commission, and jurisdiction for holding hearings and making recommendations to the Village Council on planned development applications would be transferred to the Planned Development Commission from the Zoning Board of Appeals and Plan Commission (the Design Review Board will maintain its jurisdiction for reviewing planned developments for their compatibility with the Village's Design Guidelines). Other parts of Title 3, Boards and Commissions, would be amended to remove planned development applications from the purview of the Plan Commission and Zoning Board of Appeals.

The following highlights the composition of and procedures for the Planned Development (PD) Commission:

- The PD Commission would consist of nine members from the Plan Commission (PC) and the Zoning Board of Appeals (ZBA), which are appointed by the Village President and approved by Council;
- Initial commission composition – 5 PC members; 4 ZBA members; the number from each body rotates every two years.
- ZBA chair and PC chair are members of the PD Commission;
- Two-year terms running from May 1 to April 30;
- Chairperson comes from advisory body with four seats on the PD Commission; Vice chairperson comes from advisory body with five seats.
- A quorum of the PD Commission is 5 members; and a majority vote of those present at a meeting is necessary for the Commission to act on any matter.

Special Uses – Chapter 17.56

With certain planned development applications, an applicant may submit a concurrent application for a special use permit to allow for a special use (e.g. a medical office) to be located within the planned development. As drafted, Chapter 17.56, Special Uses, of the Zoning Ordinance would provide for the PD Commission to consider an individual special use request at the same time it considers the request for planned development approval. This amendment would prevent an applicant to appear before both the Planned Development Commission for a special use permit for a planned development and the Plan Commission for a hearing on the special use permit for the particular use. Instead, the Planned Development Commission would have jurisdiction to hold public hearings on both types of special use

permit. However, once a planned development final plan is approved by the Village Council, a request to locate a new special use (e.g. physical fitness facility) in the development would follow the Village's current procedures, which would be processed by either the PC, if located in the Overlay District, or by the PC and ZBA, if located outside of the Overlay District..

Planned Development Regulations – Chapter 17.58

The proposed amendments also make changes to Chapter 17.58, Planned Developments, of the Zoning Ordinance. As the Council reviews the following changes it should keep in mind that some of the proposed amendments to the ordinance also include reorganizing requirements from one section of the code to another. If it a requirement deleted from one section it may have been relocated and reworded differently to another section.

- Revisions to the general requirements, planned development standards, and additional standards that were previously reviewed with the Village Council. (Sections 17.58.030, 17.58.040, 17.58.110, and 17.58.120). (It should be noted that Section 17.58.030E was amended to note a standard currently listed in the applicability section (Section 17.58.010))
- The PD Commission must review a preliminary application at no fewer than two public meetings. (Section 17.58.040)
- The concept plan review step has been added to the PD process (Section 17.58.060)
- Given the concept plan review step has been added, staff has also revised the pre-application conference with the Zoning Administrator to be a requirement to ensure that the applicant has talked with staff regarding its proposal prior to a concept plan being presented to the Village Council. (Section 17.58.050)
- In an attempt to better organize and provide further direction regarding submittal requirements for preliminary plan approval (Section 17.58.070) and final plan approval (Section 17.58.090) these two sections have been amended.

RECOMMENDATION

At the April 4 Village Council meeting the Council is scheduled to hold a public hearing and consider introduction of Ordinance No. MC-2-2019, An Ordinance Amending Titles 3 and 17 of the Winnetka Village Code to Create a Planned Development Commission and Amend the Planned Development Standards and Procedures.

We will be at the meeting to walk the Council through the material and to answer any questions.

ATTACHMENTS

Attachment A: Ordinance No. MC-2-2019, An Ordinance Amending Titles 3 and 17 of the Winnetka Village Code to Create a Planned Development Commission and Amend the Planned Development Standards and Procedures

Attachment A

ORDINANCE NO. MC-2-2019

AN ORDINANCE AMENDING TITLES 3 AND 17 OF THE WINNETKA VILLAGE CODE TO CREATE A PLANNED DEVELOPMENT COMMISSION AND AMEND THE PLANNED DEVELOPMENT STANDARDS AND PROCEDURES

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

WHEREAS, pursuant to Titles 3 and 17 of the Winnetka Village Code, as amended (***"Village Code"***), the Village Plan Commission and the Zoning Board of Appeals have jurisdiction to conduct public hearings and make recommendations to the Village Council on planned development applications; and

WHEREAS, the procedures and standards for planned developments are contained in Chapter 17.56 of the Winnetka Zoning Ordinance (***"Zoning Ordinance"***); and

WHEREAS, the Village Council, the Plan Commission, and the Zoning Board of Appeals have studied various ways to make the procedures and standards for planned development approvals more efficient and consistent with the policy objectives of the Village; and

WHEREAS, the Village desires to make the planned development process more efficient by creating a Planned Development Commission comprised of members of the Plan Commission and Zoning Board of Appeals to consider applications for planned developments and make recommendations to the Village Council (***"Proposed Village Code Amendment"***); and

WHEREAS, the Village desires to amend the Chapters 17.56 and 17.58 of the Zoning Ordinance to update the procedures and standards for consideration of planned development applications (***"Proposed Zoning Amendment"***) (the Proposed Village Code Amendment and Proposed Zoning Amendment are, collectively, the ***"Proposed Amendments"***); and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Code, on April 4, 2019, after due notice thereof, the Village Council held a public hearing to consider the Proposed Amendments; and

WHEREAS, the Village Board has determined that adoption of the Proposed Amendments, as set forth in this Ordinance, will serve and be in the best interest of the Village;

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

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

SECTION 2: PLAN COMMISSION. Section 3.08.060, titled, "Powers and Duties," of Chapter 3.08, titled, "Plan Commission," of Title 3, titled, "Board and Commissions," is hereby amended as follows:

"**Section 3.08.060 Powers and Duties**

A. The Plan Commission shall have the following powers and duties:

1. To prepare and recommend to the Council a Comprehensive Plan for the present and future development or redevelopment of the Village;

2. To assist the officials of the Village charged with the direction of projects for improvements embraced within the official plan, to further the making of such improvements, and generally to promote the realization of the official plan;

3. To conduct an annual review of Appendix 6 of the Comprehensive Plan and to submit proposals to the Council and to the Board of Local Improvements for specific improvements enumerated therein;

4. To prepare and recommend to the Council changes in the official Comprehensive Plan from time to time;

5. To consider and make recommendations to the Council on applications for land subdivisions as provided in Title 16 of this Code;

6. To consider and make recommendations to the Council on applications for special use permits **and** wireless telecommunications facilities ~~and planned developments~~, as provided in Title 17 of this Code;

7. To adopt rules of procedure not inconsistent with this section;

8. To report to the Village Council from time to time on the work of the Commissions, including but not limited to (i) presenting a report to the Village Council in an open session of the Village Council at least once each calendar year, and (ii) submitting such other and additional reports as the Village Council, in the exercise of its discretion and authority, may direct from time to time; and

9. To perform such other duties and responsibilities as directed by the Village Council or as otherwise required by ordinance or statute."

SECTION 3: PLANNED DEVELOPMENT COMMISSION. Title 3, titled, "Board and Commissions," is hereby amended to add a new Chapter 3.22 as set forth in **Exhibit A**.

SECTION 4: ZONING BOARD OF APPEALS. Section 3.44.050, titled, "Powers and Duties," of Chapter 3.44, titled, "Zoning Board of Appeals," of Title 3, titled, "Board and Commissions," is hereby amended as follows:

"**Section 3.44.050 Powers and Duties**

A. Rules of procedure. The Board shall adopt and publish its own rules of procedure for all matters under its jurisdiction~~,~~. Such rules of procedure shall be consistent with the provisions of this chapter, Title 17 of this code and state statutes.

B. Powers and duties. In addition to the foregoing duty, the Board shall have the following powers and duties:

1. To conduct hearings, enter findings and render decisions on applications for zoning variations **and** special uses ~~and planned developments~~, as provided in Title 17 of this code;

2. To hear and decide certain appeals as provided in Chapter 17.72 of this code;

3. To perform such other duties and functions in the administration of the Winnetka Zoning Ordinance, as provided in Title 17 of this code;

4. To hear and consider appeals from certain orders, requirements, decisions or determinations of any Building Officer as provided in Chapter 15.72 of this code, for which purposes the Board shall be known as the Building and Zoning Board of Appeals;

5. To make recommendations to the Village Council from time to time regarding the administration of and possible amendment to this Code; and

6. To perform such other duties as the Village Council may direct from time to time."

SECTION 5: SPECIAL USE APPLICATION. Section 17.56.030, titled, "Application," of Chapter 17.56, titled, "Special Uses," of Title 17, titled, "Zoning," is hereby amended as follows:

"**Section 17.56.030 Applications**

* * *

C. Upon receipt of a completed application for a special use permit, the Director of Community Development shall place the application on the agenda for public hearing at the first regularly scheduled meeting of the Board of Appeals**,** ~~and~~ the Plan Commission, **and the Planned**

Development Commission, in accordance with their respective jurisdictions pursuant to Sections 17.56.060**,** ~~and~~ 17.56.065**, and 17.56.067** of this Zoning Ordinance, subject to the issuance of notice as required by Section 17.56.040."

SECTION 6: ZONING BOARD OF APPEALS PROCEEDINGS. Section 17.56.060, titled, "Zoning Board of Appeals Proceedings," of Chapter 17.56, titled, "Special Uses," of Title 17, titled, "Zoning," is hereby amended as follows:

"**Section 17.56.060 Zoning Board of Appeals Proceedings**

A. Jurisdiction. Except as provided in Section**s** 17.56.065.A**, 17.56.067, 17.58.080, and 17.58.100** of this Zoning Ordinance, the Zoning Board of Appeals shall conduct public hearings regarding all special use applications received by the Village.

* * *

SECTION 7: PLAN COMMISSION PROCEEDINGS. Section 17.56.065, titled, "Plan Commission Proceedings," of Chapter 17.56, titled, "Special Uses," of Title 17, titled, "Zoning," is hereby amended as follows:

"**Section 17.56.065 Plan Commission Proceedings**

A. Jurisdiction. Except as provided in Section**s 17.56.067, 17.58.080, and 17.58.100, t**~~T~~hePlan Commission shall conduct public hearings regarding all special use applications received by the Village and shall have exclusive jurisdiction to conduct public hearings regarding special use applications received by the Village for properties located within the C-2 Retail Overlay District. No board or commission of the Village other than the Plan Commission shall, before the Village Council's review and decision in accordance with Section 17.56.070 of this Zoning Ordinance, conduct a public hearing, hold a meeting, or otherwise review special use applications for properties located within the C-2 Retail Overlay District; provided, however, that **the Planned Development Commission** ~~both the Zoning Board of Appeals and the Plan Commission~~ shall, in accordance with **Section 17.56.067 and** Chapter 17.58 of this title, conduct public hearings regarding all applications for a planned development **and applications for special uses that are filed concurrently with an application for a planned development**, whether or not the proposed planned development is located within the C-2 Retail Overlay District."

* * *

SECTION 8: CONCURRENT APPLICATIONS FOR PLANNED DEVELOPMENT APPROVAL. Chapter 17.56, titled, "Special Uses," of Title 17, titled, "Zoning," is hereby amended to add a new Section 17.56.067 as follows:

"**Section 17.56.067 Concurrent Application for a Special Use and Planned Development Approval**

A. Jurisdiction. The Planned Development Commission shall conduct public hearings regarding all special use applications received by the Village concurrently with an application for approval of a planned development or an amendment to a planned development, and shall have exclusive jurisdiction to conduct public hearings regarding such special use applications.

B. Public Hearing. The Planned Development Commission shall receive evidence and sworn testimony on behalf of the applicant and any other interested persons, in the manner provided by rules of the Planned Development Commission. For purposes of this subsection, interested persons shall include any person who is entitled to receive mail notice pursuant to subsection C of Section 17.56.040 and any person entitled to submit a written protest pursuant to Section 17.56.050. The Planned Development Commission shall have the authority to require that the applicant submit such additional plans and data as the Planned Development Commission may determine are necessary to establish that the application meets and complies with all applicable provisions of this Zoning Ordinance.

C. Findings and Recommendation. The Planned Development Commission shall forward a written copy of its findings of fact, minutes, and recommendation to the Village Council for consideration by the second regular meeting of the Village Council following the close of the public hearing. The recommendation shall be consistent with the purpose and intent of this title and shall specify, in a conclusion or statement, any stipulations, restrictions or conditions, including but not limited to the operation of the special use, which Planned Development Commission deems necessary to assure compliance with this title and the protection of the public health, safety, comfort, morals or welfare. The Planned Development Commission shall not recommend that a special use be approved unless the Planned Development Commission finds that the proposed special use conforms to the standards for the approval of special uses set forth in Section 17.56.120 or in Section 17.44.020.B.2.b for approval of special uses within the C-2 Retail Overlay District, if applicable.

SECTION 9: PLANNED DEVELOPMENTS. Chapter 17.58, titled, "Planned Developments," of Title 17, titled, "Zoning," is hereby amended as set forth in **Exhibit B**.

SECTION 10: **EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this _____of _____, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2019.

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 _____, 2019.

Introduced: _____, 2019

Passed and Approved: _____ , 2019

EXHIBIT A

Chapter 3.22
PLANNED DEVELOPMENT COMMISSION

Section 3.22.010 Powers and Duties

There is hereby created a commission to be known as the Planned Development Commission of the Village of Winnetka ("Planned Development Commission").

Section 3.22.020 Jurisdiction and Purpose

The intent and purpose of the Planned Development Commission is to assist the Village Council in making decisions and establishing policies regarding planned developments within the Village. The Planned Development Commission shall have the following specific powers and duties:

A. To conduct public hearings and make recommendations to the Village Council on applications for planned developments and amendments or alterations to approved planned developments.

B. To consult and cooperate with the Village Council and other Village commissions, boards, and departments on matters related to planned developments within the Village.

C. To periodically review and to make recommendations as the Planned Development Commission may deem necessary regarding amendments to the provisions of this chapter and the provisions of the Zoning Ordinance related to planned developments.

D. To consider and make recommendations on other matters related to planned developments as may be referred from time to time by the Village Council to the Planned Development Commission.

Section 3.22.030 Composition of the Planned Development Commission

A. General Appointment And Membership Criteria: The Planned Development Commission shall consist of nine members. Each member on the Planned Development Commission shall be selected from the then current members of the Winnetka Plan Commission and the Winnetka Zoning Board of Appeals. The chairperson of the Zoning Board of Appeals shall be one of the Zoning Board of Appeals members on the Planned Development Commission. The chairperson of the Plan Commission shall be one of the Plan Commission members on the Planned Development Commission. Each member shall be appointed by the Village President, with the advice and consent of the Village Council. Each member of the Planned Development Commission shall serve without compensation.

B. Composition Of Commission; Chairperson; Terms:

1. Chairperson; Vice Chairperson: The chairperson of the Planned Development Commission shall always be the individual then serving as the chairperson of the body that holds four seats on the Planned Development Commission. The vice chairperson of the Planned Development Commission shall always be the individual then serving as the chairperson of the body that holds five seats on the Planned Development Commission.

2. Initial Composition: The initial composition of the Planned Development Commission shall consist of five Plan Commission members and four Zoning Board of Appeals members.

3. Term: The term of each member of the Planned Development Commission shall be two years, commencing on May 1 and ending on April 30 of the second year, or until such times as a successor has been duly appointed, confirmed, and qualified. There shall be no restriction on the reappointment of a member to one or more successive terms, subject to the advice and consent of the Village Council for each reappointment. In making appointments to the Planned Development Commission after the initial and subsequent two year terms, the Village President shall attempt to reduce the amount of turnover on the Planned Development Commission in order to ensure that the Planned Development Commission is able to continue to function without loss of expertise and experience and without interruption or delay on matters that may be before it.

4. Rotating Majorities, Chairpersons, And Vice Chairpersons: The body from which the majority of Planned Development Commission members are drawn, and the body from which the chairperson and vice chairperson are selected, shall alternate every two years. Accordingly, during the first two year terms (in which the Plan Commission has five members and the Zoning Board of Appeals has four members), the chairperson of the Planned Development Commission shall be the chairperson of the Zoning Board of Appeals and the vice chairperson shall be the chairperson of the Plan Commission. Following the initial two year terms, one appointment from the Plan Commission will be eliminated and one appointment from the Zoning Board of Appeals will be added, so that for the second two year term the composition of the Planned Development Commission shall consist of five Zoning Board of Appeals members and four Plan Commission members, with the chairperson of the Plan Commission serving as chairperson of the Planned Development Commission and the chairperson of the Zoning Board of Appeals serving as vice chairperson. This rotation between a Zoning Board of Appeals majority and a Plan Commission majority, and the corresponding rotation of the chairperson and vice chairperson, shall take place every two years.

C. Removal and Vacancy: Any member of the Planned Development Commission that ceases to be a member of either the Plan Commission or the Zoning Board of Appeals shall automatically cease to be a member of the Planned Development Commission without any action required by the Village President or the Village Council. The Village Council shall have the power to remove any Planned Development Commission member for cause. Any vacancy that may occur shall be filled for the balance of the unexpired term by

appointment by the Village President with the advice and consent of the Village Council. The replacement appointment shall be made from the ranks of the Zoning Board of Appeals or the Plan Commission, as the case may be, necessary to maintain the then current Planned Development Commission makeup between the Zoning Board of Appeals and the Plan Commission.

D. Planned Development Commission Secretary: The Village Manager shall designate a Village staff member or other authorized representative of the Village to serve as secretary to the Planned Development Commission. The Planned Development Commission secretary shall attend and keep minutes of all Planned Development Commission meetings and hearings, and shall maintain the permanent records of all Planned Development Commission meetings, hearings, and proceedings and all correspondence of, and submittals to, the Planned Development Commission.

Section 3.22.040 Meetings and Procedures

A. Meetings: All meetings of the Planned Development Commission shall be held in compliance with the Illinois Open Meetings Act. Except as modified by any bylaws or other rules approved by the Planned Development Commission, "Robert's Rules Of Order", revised, shall govern the proceedings of all the meetings of the Planned Development Commission.

B. Chairperson Presides: The chairperson shall preside at all meetings and hearings of the Planned Development Commission. In the absence of the chairperson, the vice chairperson shall assume the duties and responsibilities of the chairperson. In the absence of the chairperson and vice chairperson, a temporary chairperson shall be selected by the Planned Development Commission by motion and simple majority vote and shall assume the duties and responsibilities of the chairperson.

C. Bylaws Or Rules Of Procedures: The Planned Development Commission may adopt bylaws or rules of procedures to govern and regulate its business and procedures, as it deems necessary; provided, however, that any such bylaws or rules shall, at a minimum: 1) be consistent with the applicable provisions of the this Code and all applicable law, 2) require a majority vote of all voting members of the Planned Development Commission for adoption and amendment of the bylaws or rules of procedure, and 3) be subject to review and approval by the Village Attorney.

D. Quorum And Necessary Vote: The Planned Development Commission shall conduct no business except at a properly called and held meeting at which a quorum is present. A quorum of the commission shall consist of five members. A majority vote of Planned Development Commission members present at any meeting shall be necessary for the Planned Development Commission to act on any matter before the Planned Development Commission.

E. Meeting Schedule: Planned Development Commission meetings shall be held at regularly scheduled dates, times, and locations to be established and published by the Planned Development Commission pursuant to the Illinois Open Meetings Act. Special meetings

may be called only by: 1) the chairperson, 2) any four members of the Planned Development Commission, or 3) the Village Council.

F. Records: The Planned Development Commission's records shall be available and open for public inspection pursuant to, and except as otherwise provided by, the Illinois Freedom of Information Act or other applicable law.

G. Sworn Testimony: All testimony at any public hearing of the Planned Development Commission shall be given under oath or affirmation.

H. Disqualification From Voting: No member of the Planned Development Commission shall vote or participate in the consideration or debate on: 1) any matter directly involving any property in which the Planned Development Commission member has a legal or beneficial ownership interest; or 2) any matter where the Planned Development Commission member's interest would violate section 3.1-55-10 of the Illinois Municipal Code, 65 Illinois Compiled Statutes 5/3.1-55-10, or any other applicable law.

EXHIBIT B

Chapter 17.58
PLANNED DEVELOPMENTS

Section 17.58.010 Applicability

The provisions of this chapter apply to the development or redevelopment of any parcel of land, or group of contiguous parcels of land, that have a combined area of at least 10,000 square feet and that are located in the B-1 Multi-family Residential, B-2 Multi-family Residential, C-1 Neighborhood Commercial and C-2 General Retail Commercial zoning districts, provided the development or redevelopment consists of the construction of one or more new buildings, or of any addition to or expansion of one or more existing buildings that increase the gross floor area on the subject property by at least 50%.

Section 17.58.020 Purpose and intent

A. Purpose. The purpose of this Chapter is to make available a special use procedure that departs from the strict application of the specific zoning requirements of the district in which the development is located, in an effort to promote progressive development and redevelopment of land in the multi-family and commercial zoning districts by encouraging more creative and imaginative design for land developments than is possible under the zoning regulations that generally apply in those zoning districts.

B. Intent. This Chapter is intended to assure that the following land use and development objectives are accomplished, in addition to the general land use and development objectives set forth in Chapter 17.04 of this Title:

1. To permit a creative approach to the development and redevelopment of lands devoted to multi-family and commercial uses.

2. To achieve a more desirable physical environment by allowing greater flexibility in building design and site plan layout than would be possible through the strict application of the generally applicable zoning and subdivision regulations.

3. To allow more efficient use of the land resulting in more economic networks of utilities, streets and other facilities.

4. To facilitate a development pattern that is in harmony both with the objectives of the Comprehensive Plan and with the district purposes as defined in this Title.

5. To allow the relaxation of certain otherwise applicable substantive requirements based upon procedural protections that provide for the detailed review of individual proposals for more significant multi-family and commercial developments.

Section 17.58.030 General requirements

All planned developments shall ~~be subject to the~~ **satisfy the** requirements and limitations of ~~this section~~ **paragraphs A through H of this Section**.

A. Approval required. All planned developments shall be ~~subject to approval~~ **approved** by the Village Council, in accordance with the procedures and standards set forth in this Chapter and with other applicable provisions of this Code.

B. Permitted ~~L~~**l**ocations. Planned developments are authorized only in the B-1 Multi-family, B-2 Multi-family, C-1 Neighborhood Commercial**,** and C-2 General Retail Commercial zoning districts.

~~C. Comprehensive Plan. All planned developments shall be consistent with the Village of Winnetka Comprehensive Plan, Winnetka 2020.~~

C~~D~~. Minimum area of development. No planned development shall be permitted on any site that has an area of less than 10,000 square feet.

D~~E~~. Planned development required. ~~All~~ **Any** new development or redevelopment on any site **in the B-1 Multi-family, B-2 Multi-family, C-1 Neighborhood Commercial, and C-2 General Retail Commercial zoning districts that has** ~~with~~ an area of 10,000 square feet or more **consisting of (i) the construction of one or more new buildings, or (ii) any addition to or expansion of one or more existing buildings that increase the gross floor area on the subject property by at least 50%** shall ~~be in accordance with the~~ **require** planned development ~~requirements established in this Chapter~~ **approval**.

E~~F~~. Ownership and control of land. The site for a planned development may be either in a single lot of record or a combination of contiguous lots ~~that are~~ under unified ownership ~~and~~ **or** control.

F~~G~~. Compliance with Village Code required. Construction and improvements ~~with~~ **in** any planned development shall comply with all applicable Village ordinances **except as may specifically excepted pursuant to Section 17.58.120 of this Chapter**. ~~Any proposed deviation from Village standards or requirements must be clearly listed on the preliminary plan submittal and fully justified as being both necessary to the proper development of the property and consistent with the objectives set forth in the applicable section of the Village Code.~~

~~H. Design requirements. The planned development as a whole, as well as the individual buildings and site improvements constructed as part of the planned development, shall be in conformity with the Village of Winnetka Design Guidelines.~~

~~I. Compatibility of uses and design. The uses permitted in the planned development shall be compatible with each other and with existing land uses in the surrounding area. Uses shall be deemed compatible if all of the following criteria are met:~~

G~~1~~. **Individual special uses.** The individual uses in ~~the~~ **a** planned development must be permitted uses or permitted special uses in the underlying zoning district**, unless an exception is granted pursuant to Section 17.58.120 of this chapter**. Any individual use that is ~~permitted~~ **allowed** only as a special use in the underlying zoning district must individually meet the standards for ~~the~~ granting ~~of~~ special use permits~~, as established~~ **set forth** in Chapter 17.56 of this Code**, and if the property is located within the C-2 Retail Overlay District, the standards for special use permits set forth in Chapter 17.44 of this Code**.

~~2. The uses must be designed and located in conformity with the Village of Winnetka Design Guidelines.~~

~~3. The uses, buildings and site layout of the planned development, considered as a whole, must meet the standards for the granting of special use permits, as established in Chapter 17.56 of this Code.~~

~~4. The planned development will be responsive to a demonstrated need within the Village.~~

H. Number of units. The maximum number of residential units in a planned development located within the B-1 Multi-family or B-2 Multi-family zoning districts shall not exceed the maximum number allowed in the underlying zoning district, except as may be necessary to achieve the goals of the Village of Winnetka Affordable Housing Plan.

~~**Section 17.58.040 Development standards**~~

~~A. Number of units. The maximum number of residential units in a planned development shall not exceed the maximum number allowed in the underlying zoning district, except as may be necessary to achieve the goals of the Village of Winnetka Affordable Housing Plan.~~

~~B. Yards and setbacks. The required yards and setbacks along the periphery of the planned development site shall be the same as those in the underlying zoning district. Notwithstanding the foregoing, the size of the required yards and setbacks may be modified by taking into consideration other existing buildings in the vicinity, consistency with goals in the Comprehensive Plan, accommodating parking and open space requirements and compatibility with adjoining properties.~~

~~C. Building height. The maximum building height permitted in the planned development shall not exceed 45 feet. Notwithstanding the foregoing, the height limitation may be modified by taking into consideration other buildings in the vicinity, consistency with goals in the Comprehensive Plan, accommodation of parking and open space requirements and compatibility with adjoining properties.~~

~~D. Parking. Each individual use in a planned development shall comply with the parking requirements established in this Title for such use in the underlying zoning district.~~

~~Notwithstanding the foregoing, parking requirements may be modified based upon the specific uses proposed and their compatibility with the adjoining neighborhood.~~

~~E. Intensity of use of lot. The intensity of use of lot for the planned development site shall not exceed the maximum allowable permitted in the underlying zoning district, except as may be necessary to achieve the goals of the Village of Winnetka Affordable Housing Plan.~~

~~F. Traffic plan. The planned development shall include a traffic plan that identifies points of ingress and egress, streets, alleys and interior circulation routes. The traffic plan shall be designed to minimize traffic congestion in the public streets adjoining the planned development and to facilitate the free flow of both vehicular and pedestrian traffic, within the planned development. The streets, alleys and other traffic thoroughfares, public or private, approved in planned development shall comply with the minimum requirements of the Village of Winnetka.~~

~~G. Exceptions and modifications. The Plan Commission may recommend, and the Village Council may authorize, any exceptions and modifications to the applicable bulk regulations of this section, provided the recommendation or grant is supported by the following findings, which shall be based on evidence in the procedural record:~~

~~1. that the exception or modification meets the standards for modification defined in the relevant provision of this section;~~

~~2. that the exception or modification is solely for the purpose of promoting a unified site plan and of meeting the objectives of both this Title and the Comprehensive Plan; and~~

~~3. that the exception or modification is necessary to achieve the stated objectives and goals of this Chapter.~~

Section ~~17.58.050~~ <u>17.58.040</u> Procedural requirements

A. General requirements. All applications for planned developments shall be subject to the ~~standards and~~ procedures established in this Chapter 17.58 and in Chapter 17.56 of this Code.

B. Cumulative requirements. ~~Unless specifically provided in this Chapter to the contrary, the standards of Chapter 17.56 shall be in addition to the standards of this Chapter.~~ Unless specifically provided in this Chapter to the contrary, any procedure of Chapter 17.56 that is not also stated in this Chapter shall be considered an additional procedure, provided it does not conflict with the procedures established in this Chapter. In the event the procedures of Chapter 17.56 conflict with the procedures established by this Chapter, the procedures of this Chapter shall prevail.

<u>C.</u> <u>The Planned Development Commission may not recommend approval of a preliminary planned development unless it has considered the application at no fewer than two public meetings.</u>

Section ~~17.58.060~~ 17.58.050 Pre-application conference with Zoning Administrator

Prior to filing an application for a planned development, the ~~developer~~ **applicant must meet** ~~may request an informal conference~~ with the Zoning Administrator to discuss the proposed planned development. **The purpose of the conference is to help the applicant understand the Comprehensive Plan, the Zoning Ordinance, the Design Guidelines, the site development exceptions, the standards by which the application will be evaluated, and the application requirements.** The pre-application conference is ~~not~~ mandatory and does not require either the payment of an application fee or the filing of an application.

Section 17.58.060 Village Council review of planned development concept plan

A. Concept Plan Review. Prior to, but in no event more than a year before, submitting an application to the Village for preliminary planned development approval, an applicant must appear at a public meeting of the Village Council to present the basic scope, character and nature of the entire proposed planned development to permit public consideration of the proposal at the earliest possible stage.

B. Application for Concept Plan Review. To initiate a review of the planned development concept plan, an applicant must submit to the Zoning Administrator a description of the following basic information regarding the proposed development:

1. A sketch site plan showing the general layout of proposed land uses within the property and the general location of vehicular and pedestrian circulation systems;

2. A narrative describing the proposed categories of land uses for property and a summary of the overall maximum density of residential uses and intensity of nonresidential uses;

3. A general visual description or images of the architectural style of the proposed development;

4. The general location and extent of compensating benefits as required by Section 17.58.120 B;

5. The nature, scope and extent of public dedications, improvements or contributions to be provided by the applicant; and

6. The owner's name and address and the owner's signed consent to the filing of the application.

7. The applicant's name and address, if different than the owner, the applicant's interest in the subject property, and the applicant's qualifications to carry out the proposed development.

8. The address, parcel identification number(s), size, and dimensions of the subject property; and

9. Any other information the applicant desires the Village Council to review.

C. Action by Village Council. The Village Council shall, after the concept plan application is complete, hold its review of the concept plan application.

The purpose of such review shall be to broadly acquaint the Village Council with the applicant's proposal and provide the applicant with any preliminary views or concerns that members of the Village Council may have at a time in the process when positions are still flexible, adjustment is still possible, and prior to the time when the applicant is required to expend the funds necessary to prepare the complete documentation required for a preliminary plan application.

At the meeting at which the concept plan application is considered, any member of the Village Council may make any comments, suggestions or recommendations regarding the concept plan application deemed necessary or appropriate by that member; provided, however, that no final or binding action shall be taken with respect to any concept plan application. Any views expressed in the course of the Village Council's review of any concept plan application shall be deemed to be only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done in the course of such review shall be deemed to create, or to prejudice, any rights of the applicant or to obligate the Village Council, or any member of it, to approve or deny any preliminary plan application following full consideration thereof as required by this Code.

Section 17.58.070 Application submittal requirements for preliminary plan approval

~~A. Form of application.~~

~~1. The form of the original application, associated plans and supporting documentation shall be determined by the Zoning Administrator.~~

~~2. The application, associated plans and supporting documentation shall be submitted both in full, original size and in 8½" x 11" format.~~

~~3. The full, original size of plats and plans shall be 24" x 36".~~

~~B. Contents of application. The application shall include the preliminary planned development plan described in subsection C of this section and shall be accompanied by the additional plan documentation described in subsection D of this section.~~

~~C. Preliminary planned development plan. The preliminary planned development plan shall contain the following:~~

~~1. Statement of objectives. The preliminary plan shall include a statement of the planning objectives to be achieved by the particular design approach proposed by the applicant, which shall include a description of the character of the proposed development and the rationale behind the assumptions and choices made by the applicant.~~

~~2. Statement of ownership. The preliminary plan shall include a statement and documentation verifying that the applicant has, or will have ownership and control over all land included in the proposed planned development. If the subject property is held in trust, the statement of ownership shall also disclose the names of the trustee and the beneficiaries of the trust.~~

~~3. A statement of proposed use. The preliminary plan shall include a statement of the applicant's intention with regard to the future selling or leasing of all or portions of the land areas or structures and the proposed use thereof is required.~~

~~4. Detailed planned development plan. The preliminary plan shall include a detailed drawing of the proposed planned development, drawn at a scale of not less than one inch to one hundred feet. The detailed planned development plan may consist of one or more sheets and drawings and shall accurately depict:~~

~~a. Boundary lines, bearings and distances;~~

~~b. The location, width and purpose of all easements~~

~~c. All streets on and adjacent to the subject property, including street name, right-of-way width, sidewalks, and the like;~~

~~d. Utilities on and adjacent to the site, including the location, size and invert elevations of all sewers, the location and size of water mains and hydrants, and the location of gas, electric, telephone and cable lines;~~

~~e. The topography of the subject property, which shall be shown in one-foot contours for land with a slope of one-half percent or less, and in two-foot contours for land with a slope of more than one-half percent;~~

~~f. Conditions on adjacent land, including adjacent grades, the character and location of buildings, and the type and location of utilities;~~

~~g. The zoning classification of the subject property and all adjacent properties;~~

~~h. All parcels of land intended to be dedicated for public use or reserved for the use of all property owners, with the purpose indicated;~~

~~i. The location and purpose of each proposed building, and the height of each building in feet and stories;~~

~~j. Landscaping and tree preservation plan;~~

~~k. At least two cross-sections through the entire site, to illustrate the bulk and heights of all proposed structures in relation to the topography, vegetation and surrounding structures;~~

~~l. The name of the development, the north point and scale, the date of preparation and the acreage of the site; and~~

~~m. Such additional information as may be required by the Plan Commission.~~

~~5. Quantitative Summary. The preliminary plan shall include a quantitative summary, which shall be broken down into phase components if the development is to be implemented in phases, and which shall include, but not be limited to the following:~~

~~a. Acreage and square footage of the subject parcel;~~

~~b. Residential density;~~

~~c. Total and footprint square footage of principal and accessory buildings;~~

~~d. Number of parking spaces;~~

~~e. Square footage of commonly owned and/or maintained open space; and~~

~~f. Maximum residential density that would be achievable through conventional development of the site.~~

~~D. Supporting documentation. In addition to the preliminary planned development plan, every application for a planned development shall be accompanied by the following supporting documentation:~~

~~1. A preliminary plat of subdivision that meets the requirements of Title 16 of this Code.~~

~~2. Schematic architectural drawings, including but not limited to floor plans, exterior building elevations, which clearly define all buildings proposed for the planned development.~~

~~3. A statement setting forth the specific zoning modifications and exceptions being sought from the underlying zoning requirements as part of the planned development.~~

~~4. A statement describing why the area for usable common open space was chosen, the unique advantages it offers, and how it is envisioned that residents will utilize the space.~~

~~5. A traffic and parking study prepared by a qualified expert setting forth and analyzing the effect of the proposed development on traffic and parking in and around the subject property. The traffic and parking study shall not be limited to the effect on adjacent streets but shall extend to all surrounding areas affected by the proposed development and shall indicate the anticipated points of origin,~~

~~direction, amount and density of traffic flow to and from the proposed planned development.~~

~~6. A statement describing the specific public benefits that are proposed to be contained in or associated with the planned development.~~

~~7. A development schedule setting forth the approximate dates for beginning and completion of each stage of the development.~~

~~8. A construction employee traffic and parking mitigation plan that shall establish specific actions by the owner to limit peak period vehicular traffic and parking generated by construction of the planned development.~~

~~9. Such other documentation as the Director of Community Development may determine is necessary to demonstrate that the proposed planned development complies with all applicable development regulations, including compliance with Village of Winnetka Design Guidelines.~~

Applications for a planned development must be filed with the Zoning Administrator in such form as required by the Village. Every application for preliminary plan approval must contain the following submittals, information and related data, unless a waiver is granted pursuant to paragraph K of this section:

A. Form of application and fee.

1. Application. The form of the original application, associated plans and supporting documentation shall be determined by the Zoning Administrator.

2. Fee and Escrow. A fee and escrow as established by the Village for the application and to defray the costs of providing notice and contracting with independent professionals to review applications as required. The professional costs may include, but are not limited to, engineering, legal fees, traffic analyses, environmental impact studies or analysis, land use design, or other similarly related professional studies. Additional materials may be required during the review of a proposed planned development if determined necessary by the Planned Development Commission or Village Council.

B. Statement of Planned Development Objectives, Standards and Exceptions.

1. Statement of Objectives and Proposed Use. The preliminary plan shall include a statement of the planning objectives to be achieved by the particular design approach proposed by the applicant, which shall include a description of the character of the proposed development and the rationale behind the assumptions and choices made by the applicant. The plan shall also include a statement of the applicant's intention with regard to the future selling, leasing, and uses of all or portions of the land areas or structures.

2. Planned Development Standards and Exception Standards. A statement

setting forth the specific zoning and subdivision exceptions being sought from the underlying zoning and subdivision requirements and the reasons demonstrating that the proposed development meets the standards set forth in this Chapter. This includes a statement regarding public benefits proposed to be provided.

C. Owner and applicant information.

1. Contact information. The names, addresses and phone numbers of the owner(s) of the subject property, or if a trust, the names, addresses, of the beneficiaries, the applicant and all persons known to have a proprietary interest in the subject property and proposed development.

2. Title Policy and Affidavit of Ownership. A current property title policy and an affidavit of ownership is required as proof of ownership. If the applicant is not the owner of the property, the applicant must provide documentation evidencing its interest in the property.

3. Owner Statement. A statement from the owner, if the owner is not the applicant, approving the filing of the application by the particular applicant.

4. Professional Qualifications. A statement of the professional qualifications and related development experience of the applicant and/or applicant's development team.

5. Financing. A statement of proposed financing and evidence of the applicant's ability to complete the proposed development. At the direction of the Village Council, an economic proforma may be required.

D. Property Information.

1. Property Restrictions. The substance of covenants, easements, and other restrictions existing and any to be imposed on the use of land, including common open space, and structures.

2. Dedications. All parcels of land intended to be dedicated for public use or reserved for the use of all property owners, with the purpose indicated.

3. Plat of Survey. A plat of survey, prepared by a licensed surveyor, with legal description and street address of the subject parcel(s), prepared within the last year or a plat of survey showing current conditions that may be older than one year, prepared by a licensed surveyor.

E. Reports and Studies.

1. Environmental Assessment. Copies of all environmental assessments or

impact studies as required by law, or a letter from the EPA stating that the site is considered clean by EPA standards, if applicable.

2. Village Services Report. A report on the anticipated demand on all Village and community-wide services including, but not limited to, police, fire, public works, park district, and schools. This report must include a tax impact study indicating all projected tax revenues to be generated by the proposed development.

3. Market Feasibility Report. A market feasibility report, prepared by a professional real estate consultant or other qualified professional, for all types of proposed land uses within the boundaries of the subject property, which report must include information on unit prices and absorption.

F. Traffic and Parking Study.

1. A traffic impact study, prepared by a professional engineer qualified in traffic analysis, showing the proposed traffic circulation pattern, including counts, within and in the vicinity of the area of the development which includes any pending development projects, and an analysis which does not include any pending development projects. The location and description of any public and traffic-related public improvements to be installed, including any streets and access easements must also be provided.

2. A parking impact study, prepared by a professional engineer qualified in parking analysis, showing the estimated parking demand based on proposed uses in relation to existing conditions, including any pending development projects for the surrounding area including off-site parking spaces.

G. Development Plans.

1. Site Plan. A scaled site plan, a minimum scale of one inch equals 40 feet, showing the name of the development, the location, setback, bulk, lot area coverage and heights of all buildings and structures, pedestrian circulation areas and common space(s), vehicular circulation and parking spaces, loading areas, garbage pick-up routes, natural topographic features and contours, zoning district classfication, adjacent public rights-of-ways, streets, and sidewalks, and other relevant site elements. The site plan must also show the zoning district classification, building footprint and use, and proximity of structures on adjacent properties. The site plan must also depict location, style, and appearance of any street furniture, such as bicycle racks and/or bicycle storage facilities, light poles, benches, and trash receptacles.

2. Landscape and Tree Preservation Plan. A landscaping and tree preservation plan, prepared by a registered landscape architect or licensed arborist, prepared in the same scale as the site plan, showing the location, size,

character, species, and composition of vegetation and other material. The plan must also include a list of the quantity, species (including common and botanical name), and the size of all proposed plantings.

3. Preliminary Engineering Plan. A preliminary engineering plan, prepared by a licensed professional engineer, including at a minimum, a site demolition plan, a site geometry plan, a site utility plan, and a site grading, drainage, and paving plan. In addition the engineering plan must show any off-site roadway and utility improvements required to service the planned development and explanation for how those improvements will be paid.

4. Preliminary Plat. A preliminary plat of subdivision, if required, that meets the requirements of Title 16 of this Code.

5. Exterior Lighting Plan. An exterior lighting plan of the same scale as the site plan showing the location of all exterior lighting proposed for the site. The proposed photometrics (level of illumination) as well as the specific design details of all exterior light sources must be provided including proposed lamping of fixtures, light color temperature, height of light fixtures, and illustration of the design. Screening of the light sources should be addressed in the written summary for the project.

6. Construction Logistics Plan. Construction traffic and parking schedule indicating the location for the parking of construction vehicles and the anticipated route of construction vehicles, including a communication plan and point of contact posted at the site.

7. Project Schedule. Schedule of development showing the approximate date for beginning and completion of each stage of construction of development.

H. Building Elevation and Floor Plans.

1. Floor Plans. Floor plans of all proposed buildings and structures. The drawings must also include a schedule showing the number, type, and floor area of all uses or combination of uses, and the floor area of the entire development. For residential floor plans, a summary table of units, sizes, and room types must be included.

2. Building Elevations. Building elevation drawings illustrating the design and character of the building(s), types of construction, and specified building materials for all sides of the building(s).

3. Building Cross-sections. At least two cross-sections through the entire site, to illustrate the bulk and heights of all proposed structures in relation to the topography, vegetation and surrounding structures.

4. **Shadow Study. If requesting a building height or setback variation, a shadow study, at a minimum, depicting mid-morning and mid-afternoon shadows cast on the following dates; March 20, June 21, September 22, and December 21, corresponding to the first day of each season, for any proposed structure(s) which exceed the underlying zoning district height or setback restrictions.**

5. **Streetscape Elevations. Streetscape building elevation(s) of the proposed building including all street-facing buildings within the same block or, if a corner lot, those located adjacently across the street or alley.**

6. **Sign Elevations. Detailed sign elevations of the sign face(s) at a scale of not less than one inch equals two feet, and must designate sign design, dimensions, materials, colors, lighting (level of illumination), and written/graphic message.**

7. **Three Dimensional Model. Either a to-scale physical three-dimensional model of the proposed development or an electronic three-dimensional model developed in an acceptable format approved by the Zoning Administrator.**

I. Quantitative Summary. A quantitative summary, which shall be broken down into phase components if the development is to be implemented in phases, and which shall include, but not be limited to the following:

1. **Acreage and square footage of the subject parcel;**

2. **Residential density;**

3. **Total and footprint square footage of principal and accessory buildings;**

4. **Number of parking spaces;**

5. **Square footage of commonly owned and/or maintained open space; and**

6. **Maximum residential density that would be achievable through conventional development of the site.**

J. Other Information. Such other documentation as the Zoning Administrator may determine is necessary to demonstrate that the proposed planned development complies with application development regulations, including compliance with the Village of Winnetka Design Guidelines.

K. Waiver. Upon written request by the applicant, the Zoning Administrator may waive any of the above application requirements in the event that the Zoning Administrator determines that such submittal is not necessary. Notwithstanding a decision to grant a waiver from a submittal requirement, the Planned Development Commission and the Village Council are not precluded from requiring an applicant to submit to the Village the information that was waived

by the Zoning Administrator and any additional information the Planned Development Commission or Village Council deems applicable for its review of the planned development application.

Section 17.58.080 Procedures for preliminary plan approval

A. Application review. Upon receipt of a properly completed application for a preliminary planned development, the Zoning Administrator shall review the application for compliance with all applicable requirements. Completed applications will be then be forwarded to the ~~Plan Commission, Zoning Board of Appeals~~ **Planned Development Commission** and Design Review Board for their respective reviews and recommendations.

B. Hearings. The ~~Plan Commission and Zoning Board of Appeals~~ **Planned Development Commission** shall hold ~~separate~~ **a** public hearing~~s~~ in accordance with Chapter 17.56 of this Code. Notice~~s~~ of the public hearing~~s~~ shall be issued in the manner provided in Section 17.56.040 of Chapter 17.56. ~~The hearing of the Zoning Board of Appeals shall be held as provided in Section 17.56.060 of Chapter 17.56.~~

C. Written protest.

1. Filing of protest. Any owner of property located within ~~two hundred fifty (~~250~~)~~ feet of the subject property may file a written protest objecting to the planned development. The written protest shall be directed to the Village Council and shall be submitted on forms provided by the Village and shall be signed and acknowledged, in accordance with the definitions provided in Sections 17.04.030(A)(3.5) and 17.04.030(S)(4.5) of this title. The written protest shall be submitted no later than 5:00 p.m. on the date of the first meeting of the Village Council at which the preliminary approval of the planned development application is on the agenda for consideration; provided, that the ~~t~~**f**iling of a written protest after the close of the ~~Board of Appeals~~ **Planned Development Commission** hearing on the planned development application shall not create a right either to reopen the evidentiary record or to remand the application to the ~~Board~~ **Planned Development Commission** for further evidentiary proceedings.

2. Effect of written protest. In the event ~~twenty (~~20~~)~~ percent of the owners of property located within ~~two hundred fifty (~~250~~)~~ feet of the subject property have submitted a written protest as provided in Section 17.56.050(A), the preliminary approval of a planned development by the Village Council shall require the favorable vote of four ~~(4)~~ Trustees.

D. Design Review Board. The Design Review Board shall consider the application for preliminary planned development at a public meeting.

E. Findings and recommendations. Within 30 days following the date of the completion of the ~~respective~~ public hearing~~s~~ of the ~~Plan Commission and Zoning Board of Appeals~~ **Planned Development Commission**, and within thirty (30) days following the completion of the Design Review Board meeting on the application for preliminary approval, each

body shall forward a written copy of its findings of fact, and/or its recommendation to the Village Council. The findings and recommendations of each body shall be consistent with the purpose and intent of this Title and shall specify, in a separate conclusion or statement, such stipulations, restrictions or conditions, including but not limited to the operation of the planned development, that the ~~Plan Commission, Zoning Board of Appeals~~ **Planned Development Commission** or Design Review Board deems necessary to assure the protection of the public health, safety, comfort, morals or welfare. No planned development shall be recommended for approval by the ~~Plan Commission, Zoning Board of Appeals~~ **Planned Development Commission** or Design Review Board unless such commission or board shall find that the proposed planned development is in conformity with the standards set forth in Section 17.58.110 of this chapter and with any other applicable regulations of the zoning district in which the subject property is located.

F. Village Council.

1. Village Council deliberations. Within ~~thirty (~~30~~)~~ days after the Village Council receives all of the findings of fact and/or the recommendations of the ~~Plan Commission, Zoning Board of Appeals~~ **Planned Development Commission** and Design Review Board on the application, the application for the planned development shall be placed on the Village Council' s agenda for consideration.

2. Village Council decision; vote required. By a majority of the Village Council, the Village Council, in the exercise of its discretion, may grant, deny or modify the planned development application, or may return the matter to the ~~Plan Commission, Zoning Board of Appeals~~ **Planned Development Commission** or Design Review Board for further consideration and findings. Not~~h~~withstanding the foregoing, if the requisite number of protests have been submitted in accordance with Section 17.56.050 of Chapter 17.56, the favorable vote of four ~~(4)~~ Trustees shall be required to grant the planned development by the Village Council.

3. As part of its approval of a planned development application, the Village Council may impose conditions on the applicant or require the applicant to make public improvements if such conditions or public improvements would be necessary for the planned development application to satisfy the standards set forth in Section 17.58.110 of this chapter. Such public improvements may include, without limitation, bicycle infrastructure, transit stops, and public utility, public streetscape, roadway, intersection, signalizations, parking, and pedestrian safety improvements.

Section 17.58.090 Application for final plan approval

A. Form of application.

1. Substantial conformity with preliminary plan. The final plan for the planned development shall conform substantially to the approved preliminary plan. No final plat for a planned development will be presented for final approval if it contains a substantial change from the approved preliminary plan. For purposes of

this section**,** a substantial change is a change that **alters: (i)** ~~alters~~ the concept or intent of the planned development; **(ii)** ~~changes~~ the plan's density~~,~~**;** **(iii)** ~~changes~~ the height of any building~~,~~**;** **(iv)** ~~changes proposed~~ **the plan's** open space~~,~~**; or (v)** ~~makes material changes in~~ **the** architectural design **in a material fashion.**~~, makes a material change to the development schedule, or changes the governing agreements, provisions, or covenants for the development.~~

2. Engineering approval. The final plat will not be processed until detailed engineering site plans have been reviewed and approved by the Village Engineer.

3. The final development plan, and subdivision ~~plan~~ **plat** if necessary, shall contain in final form all the information required in the preliminary development plan, along with such other documents as may be necessary to implement the plan or to comply with all applicable requirements of this chapter.

B. Time of filing application for final approval. Within ~~eighteen (~~18~~)~~ months following the Village Council approval of the preliminary planned development plan, the applicant shall initiate the final approval process by filing the final development plan and supporting documentation with the ~~Plan Commission~~ **Zoning Administrator for the Village Council's consideration**. The Village Council, in the exercise of its discretion, may extend the time for filing the application for final approval.

C. Contents of application. The final planned development plan shall contain all the materials included in the **approved** preliminary planned development plan**, but** in final detailed form and include the following:

~~1. Boundary lines, bearings and distances;~~

~~2. Location, width and purpose of all easements;~~

~~3. Streets on and adjacent to the site, including street name, right-of-way width, sidewalks, and the like;~~

~~4. Utilities on and adjacent to the site, including location, size and invert elevations of all sewers, location and size of water mains and hydrants, location of gas lines, electric, telephone and cable lines;~~

~~5. Other conditions on adjacent land including adjacent grades, character and location of buildings and utilities;~~

~~6. Zoning on and adjacent to the site;~~

~~7. All parcels of land intended to be dedicated for public use or reserved for the use of all property owners with the purpose indicated;~~

~~8. Location, purpose and height, in feet and stories, of each building;~~

~~9. Landscaping and tree preservation plan;~~

~~10. Name of development, north point and scale, date of preparation and acreage of site;~~

~~11. Such additional information as may be required by the Village Council.~~

~~12. Final schematic architectural drawings;~~

~~13. Final quantitative summary;~~

~~14. Original mylar plat of the planned development, a subdivision plat, plat of dedication and/or plat of vacation; and~~

~~15. A restrictive covenant in a form acceptable to the Village Attorney limiting development of and construction upon the tract as a whole to such development and construction as shall comply with the final development plan granted by the Village Council.~~

1. Form of application and fee.

a. Application. The form of the original application, associated plans and supporting documentation shall be determined by the Zoning Administrator.

b. Fee and Escrow. A fee and escrow as established by the Village for the application and to defray the costs of providing notice and contracting with independent professionals to review applications as required. The professional costs may include, but are not limited to, engineering, legal fees, traffic analyses, environmental impact studies or analysis, land use design, or other similarly related professional studies. Additional materials may be required during the review of a proposed planned development if determined necessary by the Planned Development Commission or Village Council.

2. A statement summarizing all changes that have been made, or have occurred, in any document, plan, data, or information previously submitted, together with a revised copy of any such document, plan, or data; and the statement shall explain how the final plan remains in substantial conformance with the approved preliminary plan;

3. A final plat of subdivision, if required, that meets the requirements of Title 16 of this Code;

4. Final engineering plans in compliance with engineering guidelines adopted by the Village;

5. A plat of dedication and or plat of vacation, if required;

6. **When the proposed planned development includes provision for public common open space, a statement describing the provision for dedication or care and maintenance of such open space. If it is proposed that such open space be owned or maintained by any entity other than a governmental authority, copies of the proposed articles of incorporation and by-laws of such entity shall be submitted. When the property is to be dedicated, a draft of the instrument of dedication shall be submitted;**

7. **A restrictive covenant in a form acceptable to the Village Attorney limiting development of and construction upon the tract as a whole to such development and construction as shall comply with the final development plan granted by the Village Council; and**

8. **Such additional information as may be required by the Village Council.**

D. Development phases. If desired by the ~~developer~~ **applicant**, the final plat may be submitted in stages, with each stage reflecting a portion of the approved preliminary plat that is proposed to be recorded and developed; provided, however, that each such portion shall be in conformity with all requirements and regulations of this Chapter.

Section 17.58.100 Procedures for final plan approval

A. Application review. Upon receipt of a properly completed application for a final planned development plan, the Zoning Administrator shall review the application for compliance with all applicable requirements. Completed applications will be forwarded to the ~~Plan Commission, Zoning Board of Appeals and Design Review Board~~ Village Council for ~~their respective~~ **its** review~~s~~ and recommendation~~s~~.

B. Hearing~~s~~. The ~~Plan Commission and Zoning Board of Appeals~~ **Village Council** shall hold ~~separate~~ **a** public hearing~~s~~ in accordance with Chapter 17.56 of this Code. Notices of the public hearing~~s~~ shall be issued in the manner provided in Section 17.56.040 of Chapter 17.56. ~~The hearing of the Zoning Board of Appeals shall be held as provided in Section 17.56.060 of Chapter 17.56.~~

C. Written protest.

1. Filing of protest. Any owner of property located within ~~two hundred fifty (~~250~~)~~ feet of the subject property may file a written protest objecting to the planned development. The written protest shall be directed to the Village Council and shall be submitted on forms provided by the Village and shall be signed and acknowledged, in accordance with the definitions provided in Sections 17.04.030(A)(3.5) and 17.04.030(S)(4.5) of this title. The written protest shall be submitted no later than 5:00 p.m. on the date of the first meeting of the Village Council at which the final approval of the planned development application is on the agenda for consideration**.**~~: provided, that the filing of a written protest after the close of the Board of Appeals hearing on the planned development shall not create a right either to reopen the evidentiary record or to remand the application to the Board for further evidentiary proceedings.~~

2. Effect of written protest. In the event ~~twenty percent (~~20%~~)~~ of the owners of property located within ~~two hundred fifty (~~250~~)~~ feet of the subject property have submitted a written protest as provided in the foregoing paragraph 1. the final approval of a planned development by the Village Council shall require the favorable vote of four Trustees.

~~D. Design Review Board. The Design Review Board shall consider the application for final planned development at a public meeting.~~

~~E. Findings and recommendations. Within 30 days following the date of the completion of the respective public hearings of the Plan Commission and Zoning Board of Appeals, and within 30 days following the completion of the Design Review Board meeting on the application for preliminary approval, each body shall forward its written findings of fact and recommendations to the Village Council. The findings and recommendations of each body shall be consistent with the purpose and intent of this Title and shall specify, in a separate conclusion or statement, such stipulations, restrictions or conditions, including but not limited to the operation of the planned development, that the Plan Commission, Zoning Board of Appeals or Design Review Board deems necessary to assure the protection of the public health, safety, comfort, morals or welfare. No planned development shall be recommended for final approval by the Plan Commission, Zoning Board of Appeals or Design Review Board unless such commission or board shall find that the proposed planned development is in substantial conformity with the approved preliminary plan and is also in conformity with the standards set forth in Section 17.58.110 of this chapter and with any other applicable regulations of the zoning district in which the subject property is located.~~

F. Village Council.

1. ~~Village Council deliberations. Within thirty (30) days after the Village Council receives all of the findings of fact and/or the recommendations of the Plan Commission, Zoning Board of Appeals and Design Review Board on the final application, the application for the planned development shall be placed on the Village Council' s agenda for consideration.~~

~~2.~~ Village Council decision; vote required. By a majority of the Village Council, the Village Council, in the exercise of its discretion, ~~may~~ **shall** grant **approval of the application if the final plan for the planned development conforms substantially to the approved preliminary plan.**~~, deny or modify the application for final planned development approval, or may return the matter to the Plan Commission, Zoning Board of Appeals or Design Review Board for further consideration and findings.~~ Notwithstanding the foregoing, if the requisite number of protests have been submitted in accordance with Section 17.56.050 or Chapter 17.56, the favorable vote of four ~~(4)~~ Trustees shall be required for final approval of the planned development by the Village Council.

2. **In the event that the Village Council determines that the final plan for the planned development does not conform substantially to the approved preliminary plan:**

a. **The applicant may modify its application for approval of the final plan for the planned development so that it substantially conforms to the approved preliminary plan;**

b. **The Village Council may deny the application; or**

c. **The Village Council may return the matter to the Planned Development Commission and/or the Design Review Board for further consideration, findings, and consideration of a recommendation to the Village Council that the application for approval of the final plan for the planned development is in conformity with the standards set forth in Section 17.58.110 of this chapter and with any other applicable regulations of the zoning district in which the subject property is located, after which, the application shall be returned to the Village Council for a re-hearing in accordance with this Section 17.58.100 and a finding by the Village Council that the application for approval of the final plan for the planned development is in conformity with the standards set forth in Section 17.58.110.**

G. Approval by ordinance. Final approval of any planned development shall be by an ordinance of the Village Council. The Village Council, in the exercise of its discretion, may accept, reject or modify any conditions or restrictions that the ~~Plan Commission, Zoning Board of Appeals and/~~ **Planned Development Commission** or Design Review Board may recommend. Such conditions shall be expressly set forth in the ordinance approving the planned development.

H. Recording of final plan required. The ~~O~~**o**rdinance authorizing the planned development shall be effective only upon recording of the ~~final plat and supporting data~~ **ordinance and final plat of subdivision, if applicable,** and with the Office of the Recorder of Deeds for Cook County. No building permits will be issued nor shall any other development shall take place until ~~the required recording of the final plat~~ **such recordings are made**. All recording costs shall be paid by the applicant.

Section 17.58.110 Findings on standards for planned development approval

A. Findings required.

1. Findings in support of recommendations. The ~~Zoning Board of Appeals, the Plan Commission~~ **Planned Development Commission** and the Design Review Board shall each enter written findings on the standards for planned development approval as set forth in this Section 17.58.110. The findings of each body shall be based on the particular facts and circumstances of the proposed development, as established through the application materials, record made in the proceedings before that body, and matters of public record.

2. Village Council findings. The Village Council's decision to grant or deny an application shall be based on the particular facts and circumstances of the proposed development, as established through the application materials, the record made in all proceedings on the application, matters of public record, and such matters of public policy as the Council deems relevant to its consideration of the application.

~~B. Zoning Board of Appeals. The Zoning Board of Appeals shall not recommend the approval of a planned development unless it enters the following findings:~~

~~a. that the proposed planned development will not either endanger or be detrimental to the public health, safety, comfort, morals or general welfare, in that the proposed development will complement and supplement the community given the nature of the business;~~

~~b. that the planned development will not either substantially diminish or impair property values in the immediate vicinity, or be substantially injurious to the use and enjoyment of land in the immediate vicinity for uses permitted by right in that zoning district;~~

~~c. that the planned development will not impede the normal and orderly development and improvement of other property in the immediate vicinity for uses permitted by right in the zoning district;~~

~~d. that adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion in the public and private ways;~~

~~e. that adequate parking, utilities, access roads, drainage and other facilities necessary for the operation of the special use either exist or will be provided; and~~

~~f. that the planned development in all other respects conforms to the applicable zoning regulations and other application of Village ordinances and codes.~~

~~C. Plan Commission. The Plan Commission shall not recommend the approval of a planned development unless it finds that the proposed development, as a whole, is consistent with the goals and objectives of the Comprehensive Plan, *Winnetka 2020*. In making its findings and recommendations, the Plan Commission shall consider such goals and objectives of the Comprehensive Plan as it may determine are affected by or otherwise pertain to the proposed planned development, provided that, in each instance, the Plan Commission shall consider whether the proposed planned development is consistent with the following goals and objectives of the Comprehensive Plan:~~

~~1. to ensure that commercial, institutional, and residential development is appropriate to the character of and minimizes the adverse impact on its surrounding neighborhood;~~

2. ~~to limit commercial, institutional and residential development within the Village to minimize potentially adverse impacts on adjacent residential neighborhoods and to prevent the need for significant increases in such infrastructure as streets, parking, utilities and sewers, and in other community resources such as schools, parks and recreational facilities;~~

3. ~~to ensure that development proposals minimize the potential adverse impact they might have on residential neighborhoods, including the impact on pedestrian character, on site parking, traffic patterns, congestion, open space, storm water management and Village infrastructure;~~

4. ~~to provide for a wide range of office/service and retail commercial land uses and development within the existing business districts in the Corridor;~~

5. ~~to promote a strong community identity and opportunities to interact while building a healthy commercial tax base;~~

6. ~~to provide a broad range of goods and services so that Winnetka residents can satisfy most of their ordinary shopping requirements in the Village and so that non-residents will come to the Village for specialty goods and services;~~

7. ~~to maintain the essential quality, viability and attractiveness of Winnetka' s business districts while encouraging new economic development consistent with the character of the Village and the individual business districts;~~

8. ~~to encourage the provision of on-site parking at the rear of buildings, with access via alleys or private driveways, to reduce demand for on-street parking; and~~

9. ~~to ensure that new development does not decrease public parking supply, particularly on street parking that supports retail use.~~

~~D. Design Review Board. The Design Review Board shall provide comment and recommendations to the Village Council as to whether the building design, landscape plan and other proposed exterior aspects of the planned development are in conformity with the Design Guidelines.~~

~~E. Village Council. The Village Council shall not grant a request for approval of a planned development unless it finds:~~

1. ~~that the proposed development meets the special use standards for planned development, as set forth in subsection B of this Section;~~

2. ~~that the proposed development, as a whole, is consistent with the Comprehensive Plan, Winnetka 2020;~~

3. ~~that a certificate of appropriateness of design should issue for the buildings, landscaping and other exterior elements of the proposed development; and~~

~~4. that the proposed development is otherwise consistent with the intent and objectives of this Chapter.~~

B. Planned Development Standards. No special use permit for a planned development shall be recommended by the Planned Development Commission or approved by the Village Council unless it is found that:

1. That the proposed development and the use or combination of uses furthers the goals and objectives of the Comprehensive Plan.

2. That the establishment, maintenance and operation of the planned development will not be detrimental to or endanger the public health, safety, health, comfort, morals or general welfare, or have a negative environmental impact on the neighborhood or Village;

3. That the planned development will not unreasonably impede the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor unreasonably diminish or impair property values in the immediate vicinity;

4. That the establishment of the planned development will not unreasonably 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;

5. 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;

6. That adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the planned development exist or are to be provided; and

7. That the planned development in all other respects conforms to the applicable regulations of this and other applicable Village ordinances and codes.

C. Design Review. No approval for a planned development shall be recommended by the Design Review Board or approved by the Village Council unless the planned development as a whole, as well as its individual buildings and site improvements constructed as part of the planned development, is in conformity with the Village of Winnetka Design Guidelines, as may be amended from time to time.

Section 17.58.120 Exceptions

A. Exceptions to Subdivision and District Regulations. All planned developments are subject to the underlying district regulations unless an exception is specifically granted. The Planned Development Commission may recommend, and the Village Council may grant, exceptions to the otherwise applicable subdivision regulations

and underlying zoning district use, lot, space, bulk, yard, and parking regulations. In addition to the standards in Section 17.58.110 of this Chapter, the following standards shall be considered in reviewing any request for exceptions to the subdivision or underlying zoning district use, lot, space, bulk, yard, and parking regulations, as each standard may be applicable:

1. The proposed exception will enhance the overall quality of the development, the design of the structures, and the site plan to further the goals and objectives of the Comprehensive Plan and the Design Guidelines;

2. The proposed exception will enable the development to offer environmental and pedestrian amenities available to all residents of the Village;

3. The proposed exception will not cause an adverse impact on neighboring properties that outweigh the public benefits of the development;

4. The proposed exception will contain a proposed design and use, or combination of uses, that will complement the character of the surrounding neighborhood; and

5. The proposed exception will provide a public benefit to the Village, as described in Section 17.58.120.B of this Code.

B. Compensating Benefits. Applicants for planned development approval are required to provide the Village with compensating benefits in return for the Village granting exceptions in accordance with this Section 17.58.120. The purpose of compensating benefits is to advance the Village's physical, cultural, environmental, and social objectives in accordance with the Comprehensive Plan and other plans and policies. Redevelopment often brings with it the need to provide exceptions from the regulations but to also make sure that the Village is receiving public benefit in return for providing those exceptions by requiring additional compensating benefits to the residents in that area or to the community as a whole. Prior to proposing a compensating benefit, the applicant is required to consult with Village staff and other public entities, as deemed necessary by the Village. The following is a non-exclusive list of examples of design elements and amenities that may be considered compensating benefits:

1. The provision of community amenities for public use, such as plazas, malls, formal gardens, places to congregate, outdoor seating, and pedestrian facilities;

2. The preservation of existing historic features;

3. The dedication and provision of public open space and public recreational amenities, such as recreational open space, including accessory buildings, jogging trails, playgrounds, and similar recreational facilities;

4. The adaptive reuse of existing buildings;

5. The provision of public car and/or bike share facilities;

6. The provision of off-street public parking spaces;

7. The provision of affordable housing units;

8. The incorporation of building and site elements that enhance the environment and increase sustainability; and

9. The provision of uses, spaces, or infrastructure that provide a benefit to the public and which there is a demonstrated public need.

Section ~~17.58.120~~ 17.58.130 Amendments to planned developments

A. Recorded approved plans control development. The planned development shall be developed only according to the approved and recorded final plans. The recorded final plan, together with all recorded amendments, shall be binding on the applicants, their successors, grantees and assigns and shall limit and control the use of premises, including the internal use of buildings and structures, and the location of structures in the planned development as set forth therein.

B. Major changes.

1. Major changes defined. Changes that alter the concept or intent of the planned development; including changes in density, changes in the height of buildings, changes in use, changes of proposed open space, material changes to architectural design, material changes in the development schedule, changes in road standards, and changes in the final governing agreements, provisions, or covenants shall all be considered major changes to the approved plan.

2. Procedure for major changes. An applicant seeking a major change shall seek an amendment to the final plan by submitting a new preliminary plan and supporting data and following the procedures for preliminary approval, as established in Section 17.58.070 of this chapter. Major changes to an approved final plan may be granted only by the Village Council pursuant to an ordinance approving the amended plan.

C. Minor Changes.

1. Minor changes defined. Minor changes are defined as any change to an approved plan that is not defined as a major change and that does not change the concept or intent of the development.

2. Procedure for minor changes. A proposed minor change to an approved planned development may be presented directly to the Village Council for consideration. The Village Council may approve minor changes in the planned development without further proceedings, provided it finds that the proposed change does not change the concept or intent of the development.

Section ~~17.58.130~~ 17.58.140 Effect of failure to complete project according to plans

A. Failure to complete project. The Village Council shall consider revocation of the planned development if construction falls more than one year behind the construction schedule filed with the final plat. The ~~developer~~ **applicant** shall be notified at least ninety days preceding any revocation proceeding. The Village Council may, upon request, modify the recorded construction schedule of a planned development.

B. Failure to comply with approved plans. Failure to maintain such conditions or restrictions as may have been imposed shall constitute grounds for revocation of the planned development pursuant to Section 17.72 of the Village Code.

Agenda Item Executive Summary

Title: Resolution No. R-32-2019: Approving an IGA with the Village of Glencoe for Fire Inspection Services (Adoption)

Presenter: Alan Berkowsky, Fire Chief

Agenda Date: 04/04/2019

Consent: ☐ YES ☑ NO

☐ Ordinance
☑ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

The Fire Prevention Bureau for the Winnetka Fire Department consists of three (3) part-time Fire Inspectors who are responsible for the fire inspections in Winnetka, Kenilworth and Northfield (2014 IGA). In addition to fire inspections, they validate new fire protection system performance, perform plan review and assist with fire prevention related inquiries.

Executive Summary:

In 2014, an Intergovernmental Agreement (IGA) was signed with the Village of Northfield to perform their fire inspections. In 2016, the rate for the services was increased from $21,239 to $24,765 annually. Prior to the addition of Northfield, there were many days where our Fire Prevention Bureau was not staffed. The addition of Northfield allowed us to increase our part-time fire inspector staff from two to three-- significantly increasing staff time in the Bureau. Last year, the Village of Glencoe asked us to perform their annual fire inspections based upon the Northfield IGA model.

After a careful review of costs, staffing and workload, we felt we could accommodate Glencoe at the current Northfield rate. Their inspectable properties (excluding single/two family homes) could be handled with our current staffing but a forth part-time inspector would better balance the workload. Attached is a Resolution and IGA with the Village of Glencoe for Fire Prevention/Inspection Services. It is an annual contract that can be canceled by either Village with written notice by September 1 of each year. The annual rate in this IGA is set at $6,191.19 per quarter or $24,764.76 annually.

The Village of Glencoe has approved this IGA at their March 21, 2019 Council Meeting.

Recommendation:

Staff is recommending approval of Resolution No. R-32-2019 to provide fire inspection and prevention services for the Village of Glencoe.

Attachments:

Resolution No. R-32-2019: Approving an Intergovernmental Agreement to Provide Fire Inspection and Prevention Services to the Village of Glencoe.

Exhibit A: Fire Inspection and Prevention Services Contract with the Village of Glencoe.

RESOLUTION NO. R-32-2019

A RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT
TO PROVIDE FIRE INSPECTION AND PREVENTION SERVICES
TO THE VILLAGE OF GLENCOE

WHEREAS, the Village of Winnetka (***"Village"***) is a home rule municipality in accordance with the Constitution of the State of Illinois of 1970 and, except as limited by Section 6 of Article VII of the Constitution of the State of Illinois of 1970, is authorized to exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; and

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

WHEREAS, the Village of Glencoe (***"Glencoe"***) is an Illinois municipality located immediately north of the Village; and

WHEREAS, the Fire Inspection and Prevention Division of the Winnetka Fire Department provides fire inspection, fire code enforcement, and fire prevention services (***"Services"***) within the corporate limits of the Village of Winnetka; and

WHEREAS, Glencoe desires that the Village provide substantially the same services to Glencoe within the Glencoe corporate limits; and

WHEREAS, the Village and Glencoe have agreed to the terms and conditions for an intergovernmental agreement for such services, as set forth in the Fire Inspection and Prevention Services Contract that is attached to this Resolution as **Exhibit A** (***"Agreement"***);

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka 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 CONTRACTS. 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 Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACTS. 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.

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 4th day of April, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

Exhibit A
FIRE INSPECTION AND PREVENTION SERVICES CONTRACT

THIS CONTRACT, entered into this 4th day of April, 2019, by and between the Village of Winnetka, an Illinois home rule municipal corporation ("Winnetka"), and the Village of Glencoe, an Illinois municipal corporation ("Glencoe").

W I T N E S S E T H

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., encourage and authorize cooperation between and among governmental entities through intergovernmental agreements; and

WHEREAS, Winnetka maintains a Fire Inspection and Prevention Division within its Fire Department, which is staffed with qualified personnel to provide a program of fire inspection and prevention services; and

WHEREAS, Winnetka is willing to make available to Glencoe certain services of its Fire Inspection and Prevention Division, and the Glencoe desires to purchase such services upon terms and conditions hereinafter set forth:

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS and undertakings hereinafter set forth, it is agreed between the parties hereto, as follows:

1. The following definitions will apply to this Contract:
    a. Base Service: The percent of inspections performed, as provided in Paragraph 6, to be provided to Glencoe by Winnetka per year.
    b. Base Rate: The fixed quarterly fee that shall be charged to Glencoe for fire prevention services provided by Winnetka for Base Service.

c. Overtime Rate: An hourly fee charged for services beyond normal work hours or duties.

d. Calendar Quarter: The contract billing and service utilization periods will be measured through the following dates each calendar year:

Quarter 1: January 1st-March 31st

Quarter 2: April 1st-June 30th

Quarter 3: July 1st-September 30th

Quarter 4: October 1st-December 31st

2. The Fire Inspection and Prevention Division of Winnetka shall perform the following fire inspection, code enforcement, and prevention services, which shall be provided in substantially the same as Winnetka provides within its own corporate boundaries, and shall include:

   a. Completing of annual inspections required for occupancies within the Village of Glencoe;

   b. Coordinating of plan reviews associated with non-residential construction, as may be necessary/required, to assure and enforce compliance with applicable codes, ordinances and regulations of Glencoe, and the statutes of the State of Illinois;

   c. Responding to inquiries relative to code, inspectional and prevention issues related to fire inspection and prevention matters;

   d. Assisting with the review and drafting of appropriate codes and/or regulations dealing with fire inspection and prevention matters; and

   e. Testifying, as needed, in any court case brought by Glencoe for the correction of violations related to inspections performed under this Contract.

3. By entering into this Contract, Glencoe authorizes those appointed by the Winnetka Fire Chief or his designee to be authorized fire inspectors for Glencoe.

4. It is understood that Winnetka reserves the right to provide fire inspection services on a contractual basis to other municipalities, provided that it does not interfere with the services provided under this contract.

5. The Fire Prevention Bureau of the Village of Winnetka shall submit to Glencoe documentation of all relevant code, inspectional and prevention services provided in Glencoe at the close of each quarter.

6. Glencoe shall pay to Winnetka at the beginning of each quarter 25 percent of the fixed annual fee of $24,764.76 or $6,191.19, which includes inspections of 85% to 100% of the properties required to be inspected annually in Glencoe and performed by Winnetka fire prevention staff, including full-time personnel as required. In the event that this Contract becomes effective in the middle of a quarter, the amount owed to Winnetka by Glencoe shall be prorated for the remainder of the applicable quarter.
7. For services beyond the normal business day (8:00AM to 5:00PM) or for special events such as film production, music festivals, heavily attended meetings, etc, the Fire Inspectors should be available on an Overtime Rate of $52.92 per hour with timekeeping rounded to the nearest quarter hour. Winnetka will be responsible for generating quarterly invoices and all such bills shall be payable within thirty (30) days.
8. Unless the parties agree in writing, Glencoe will be responsible for retaining and paying for the plan review services of a third-party review firm.
9. Glencoe will be responsible for paying all reasonable startup costs during the initial implementation of this contract, including:
    a. Firehouse® software licensing fee for remote access from the Winnetka Fire Station to the Glencoe Fire Station; and
    b. Code subscription services.
10. Glencoe will provide to Winnetka a Glencoe KNOX® master key and a KNOX® encoder lock for the Winnetka's use in the execution of contractual fire prevention duties within Glencoe. Winnetka agrees to return both pieces of equipment to Glencoe within thirty (30) days after the termination of this Contract.
11. The Contract service Base Rate and overage rate provided for in Paragraph 6 may be modified annually by the mutual agreement of the parties to reflect changes in the cost of providing these services, provided either party gives notice to the other of the desire to negotiate a rate change. Notice to modify the rates of this Contract shall be given by September 1st and any such changes shall become effective on January 1st of each year.

12. This contract may be amended at any time on mutual written agreement of the parties.
13. This contract shall become effective when signed by duly authorized representatives of both parties, and the contract shall automatically be renewed effective each year on January 1st unless one party shall give the other written notice by September 1st of its intention not to renew the contract or an agreement cannot be reached regarding a rate change by September 1 for the upcoming year pursuant to Section 11 of this Contract.
14. Glencoe agrees to hold harmless and indemnify Winnetka, and its officials, employees, and agents from any and all losses, expenses, damages, suits, demands and claims and shall defend any suit or action, whether at law or equity, based on any alleged injury or damage of any type arising from the actions or inactions of Winnetka employees, officials, agents, contractors, and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by Winnetka and its officials, employees and agents in connection therewith. This hold harmless and indemnity provision shall not apply to the negligent, grossly negligent or willful and wanton actions or omissions of Winnetka officials, employees or agents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the Village President of Winnetka and the Village President of Glencoe. Their signatures are attested to by the respective clerks of these municipalities, and their respective corporate seals have been hereunto affixed on the day and year first above written.

VILLAGE OF WINNETKA:

_____ Date:_____
Village President, Chris Rintz

ATTEST:_____ Date:_____
Village Clerk, Robert M. Bahan

VILLAGE OF GLENCOE:

_____ Date:_____
Village President, Lawrence Levin

ATTEST:_____ Date:_____
Village Clerk, Phil Kiraly

Agenda Item Executive Summary

Title: 1309 Trapp Lane - Variation (Policy Direction)

Presenter: David Schoon, Director of Community Development

Agenda Date: 04/04/2019

Consent: ☐ YES ☑ NO

☐ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☑ Policy Direction
☐ Informational Only

Item History:

None.

Executive Summary:

Mark Gent and Jennifer Gonzalez (the "Applicants") as the owners of the property located at 1309 Trapp Lane, (the "Subject Property") are requesting approval of the following variation from the Zoning Ordinance to allow an in-ground pool on the Subject Property:

> Front yard setback of 51.33 feet from Holly Lane, whereas a minimum of 88.59 feet is required, a variation of 37.26 feet (42.06%) [Section 17.30.050 – Front and Corner Yard Setbacks].

The application was considered by the Zoning Board of Appeals (ZBA) on March 11, 2019. After hearing from the Applicants and one member of the public, with a vote of 2-2, a motion to recommend approval of the requested variation did not pass.

Attached is a staff report containing more details regarding the requested relief and the advisory body's discussion of the request.

Recommendation:

Provide policy direction.

Attachments:

Attachment A: Village Council Agenda Report
Attachment B: ZBA Staff Report
Attachment C: Application Materials
Attachment D: Excerpt of draft March 11, 2019 ZBA meeting minutes

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL

FROM: ANN KLAASSEN, SENIOR PLANNER

DATE: MARCH 27, 2019

SUBJECT: REQUEST FOR POLICY DIRECTION: 1309 TRAPP LANE - VARIATION

INTRODUCTION

On April 4, 2019 the Village Council is scheduled to consider the Zoning Board of Appeals (ZBA) recommendation regarding an application for the following variation from the Zoning Ordinance to allow an in-ground pool in the required front yard at 1309 Trapp Lane:

1. Front yard setback of 51.33 feet from Holly Lane, whereas a minimum of 88.59 feet is required, a variation of 37.26 feet (42.06%) [Section 17.30.050 – Front and Corner Yard Setbacks].

Approval of a variation to reduce a front yard setback for an accessory structure such as a pool lies with the Village Council, after receiving a recommendation from the ZBA. Given the property is a through lot, it has two front yards, one on Trapp Lane, which the front of the house faces, and one on Holly Lane. Figure 1 on the following page contains a site plan showing the location of the proposed pool in relationship to the standard minimum front yard setback (50 feet) as well as the minimum average front yard setback (88.59 feet). The site plan also highlights a mature tree that the Applicants propose to preserve.

ADVISORY BOARD CONSIDERATION AND RECOMMENDATION

The ZBA considered the application at its meeting on March 11, 2019 (Attachment B contains the staff report and Attachment D contains draft minutes from that meeting). After hearing from the Applicants, and one member of the public, a motion to recommend approval of the requested variation failed with a vote of 2-2.

The two Board members opposed to the request thought there were alternatives to the proposed design that would provide the Applicants a reasonable return. For example, there was discussion regarding: 1) reducing the size of the pool in order to reduce the extent of relief necessary; and 2) reorienting the pool to an east/west orientation rather than the proposed north/south orientation, so that the pool could be located where the existing tree is located or located to the north to avoid the tree the Applicants intend to protect with the proposed design.

The two Board members in support of the request found the proposed design appropriate for the neighborhood. One member in support noted that while the proposed pool would not comply with required front yard setback of 88.59 feet, which is the average of the block in this case, it would comply with the minimum required 50-foot front yard setback in the R-2 Single Family Residential zoning district. There was also discussion regarding relocating the pool to a conforming location and the

negative impact that may have on the large tree that is in close proximity to the pool.

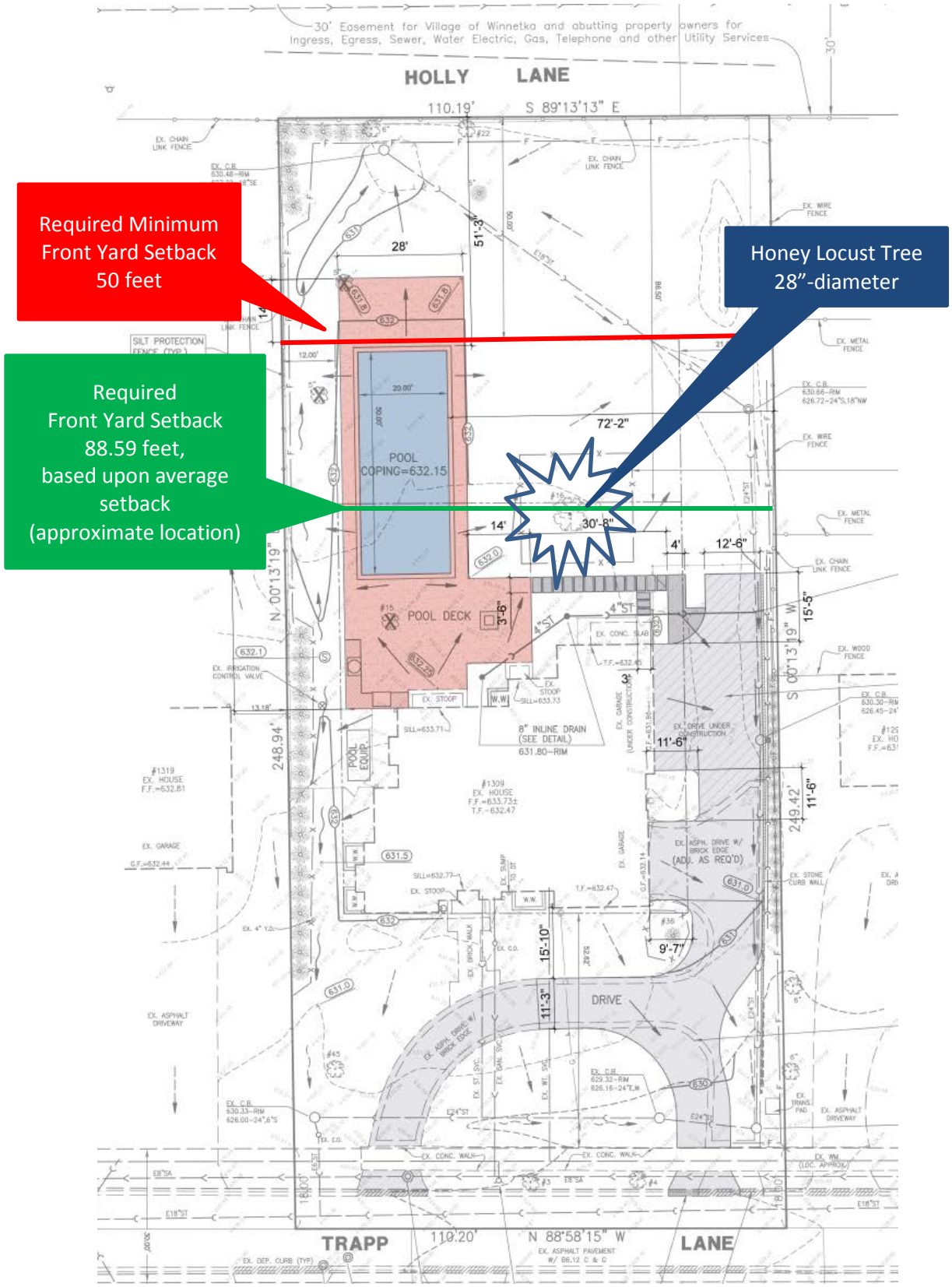


Figure 1 – Site Plan

ADDITIONAL BACKGROUND INFORMATION

Given the questions and discussion of the ZBA, the following information is being provided as additional background. As represented in Figure 2 below, the adjacent property to the east (1299 Trapp Lane) of the Subject Property does have a pool in a location similar to the Applicants' proposed pool. A permit was issued in 1977 to install the pool at 1299 Trapp Lane; zoning relief at that time was not required.

Figure 2 – Zoning Map

In terms of the required front yard setback of 88.59 feet from Holly Lane, this is the average setback of the other residences on the south side of Holly Lane. The average of the block is the average of the distances from the front lot line to the existing principal building on each lot on the block face. In this case, the block face consists of three other properties along Holly Lane: 812 Hibbard Road (32.71 feet); 1299 Trapp Lane (106 feet); and 1319 Trapp Lane (127.07 feet).

As previously noted, there was discussion regarding an existing tree north of the residence. The tree in question is represented in Figure 2 on the following page. The Applicants explain in their written explanation that the north/south orientation of the pool is to protect the existing honey locust tree and its critical root zone. Subsequent to the ZBA meeting, Jim Stier, Village Forester, provided the following comments in relation to the honey locust tree and the proposed pool project:

- The tree measures 28 inches in diameter and is the largest tree on the property;
- At this time, the tree appears in good structure, form and health with no apparent signs of defects (deadwood, hollowness, etc.);
- The tree is approximately 50-70 years of age, which is middle aged for an urban tree of this species;
- If the pool is located as proposed, the tree has a good chance of long-term survival with normal

tree care measures, including the following:

- Keeping the pool a minimum of 15 feet from the west side of the tree;
- Over-dig of pool and pool decking;

- As Village Forester, he will require a post-construction care of tree root fertilization and growth regulator treatment to enhance tree health and vigor.

Figure 2 – Honey Locust Tree on Subject Property

For additional details regarding the application, please see the ZBA staff report that is included as Attachment B in this report.

RECOMMENDATION

Village staff requests policy direction from the Village Council regarding the requested relief. If the Council is ready to make a decision, does the Council find it appropriate to approve a variation from the Zoning Ordinance to reduce the front yard setback from 88.59 feet to 51.33 feet from Holly Lane, a variation of 37.26 feet or 42.06%, for an in-ground pool? Whatever decision the Council makes, the Council will need to direct staff to prepare the necessary documents to either approve or deny the requested variation.

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS

FROM: ANN KLAASSEN, SENIOR PLANNER

DATE: MARCH 6, 2019

SUBJECT: CASE NO. 19-10-V2: 1309 TRAPP LANE – VARIATION

INTRODUCTION

On March 11, 2019 the Zoning Board of Appeals (ZBA) will conduct a public hearing on an application filed by Mark Gent and Jennifer Gonzalez (the "Applicants") as the owners of the property commonly known as 1309 Trapp Lane (the "Subject Property"). The Applicants' request approval of the following variation from the Zoning Ordinance to allow an in-ground pool on the Subject Property:

1. Front yard setback of 51.33 feet from Holly Lane, whereas a minimum of 88.59 feet is required, a variation of 37.26 feet (42.06%) [Section 17.30.050 – Front and Corner Yard Setbacks].

A mailed notice was sent to property owners within 250 feet of the Subject Property in compliance with the Zoning Ordinance. The hearing was properly noticed on February 21, 2019 in the *Winnetka Current*. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant a variation to reduce a front yard setback for an accessory structure such as a pool.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.58 acres in size, is located on the north side of Trapp Lane, west of Hibbard Road and contains a single family residence (see Attachment B – Site Aerial). The property is zoned R-2 Single Family Residential, and it is surrounded by R-2 Single Family Residential (represented in Figure 1 on the following page).

The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

PROPERTY HISTORY AND PREVIOUS ZONING RELIEF APPLICATIONS

The residence was constructed in 2012. A subsequent building permit was issued on July 5, 2018 to construct a two-story addition to the residence. There are no other zoning cases for this property. The Applicants acquired the property in April 2012.

Figure 1 – Zoning Map

PROPOSED PLAN

The variation is being requested in order to construct an in-ground pool on the Subject Property. An excerpt of the site plan is on the next page as Figure 2. The proposed pool would be located on the north side of the existing residence and be oriented in a north/south direction. The pool would be approximately 20 feet in width and 50 feet in length with pool deck paving surrounding the pool. Together the pool and pool deck would add approximately 2,907 square feet of impermeable lot coverage.

REQUESTED ZONING RELIEF

The attached zoning matrix highlights the existing lot and the proposed improvement's compliance with the R-2 zoning district (Attachment A). One variation is being requested for the front yard setback from Holly Lane, a private street. The Subject Property is a "through lot" with two lot lines along two more or less parallel streets; Trapp Lane to the south and Holly Lane to the north. The proposed front yard setback from Holly Lane to the pool is 51.33 feet, whereas a minimum of 88.59 feet is required. The proposed pool deck is a permitted encroachment into the required front yard setback. Similar to the required front yard setback from Trapp Lane, the average of the block is also required for the front yard setback from Holly Lane. The average of the block is the average of the distances from the front lot line to the existing principal building on each lot on the block face. In this case, the block face consists of three other properties along Holly Lane: 812 Hibbard Road, 1299 Trapp Lane and 1319 Trapp Lane.

Given the ZBA often receives questions regarding stormwater regulations applicable to a specific request being considered by the ZBA, it is worth noting that the proposed plan has been approved by the Village Engineering staff.

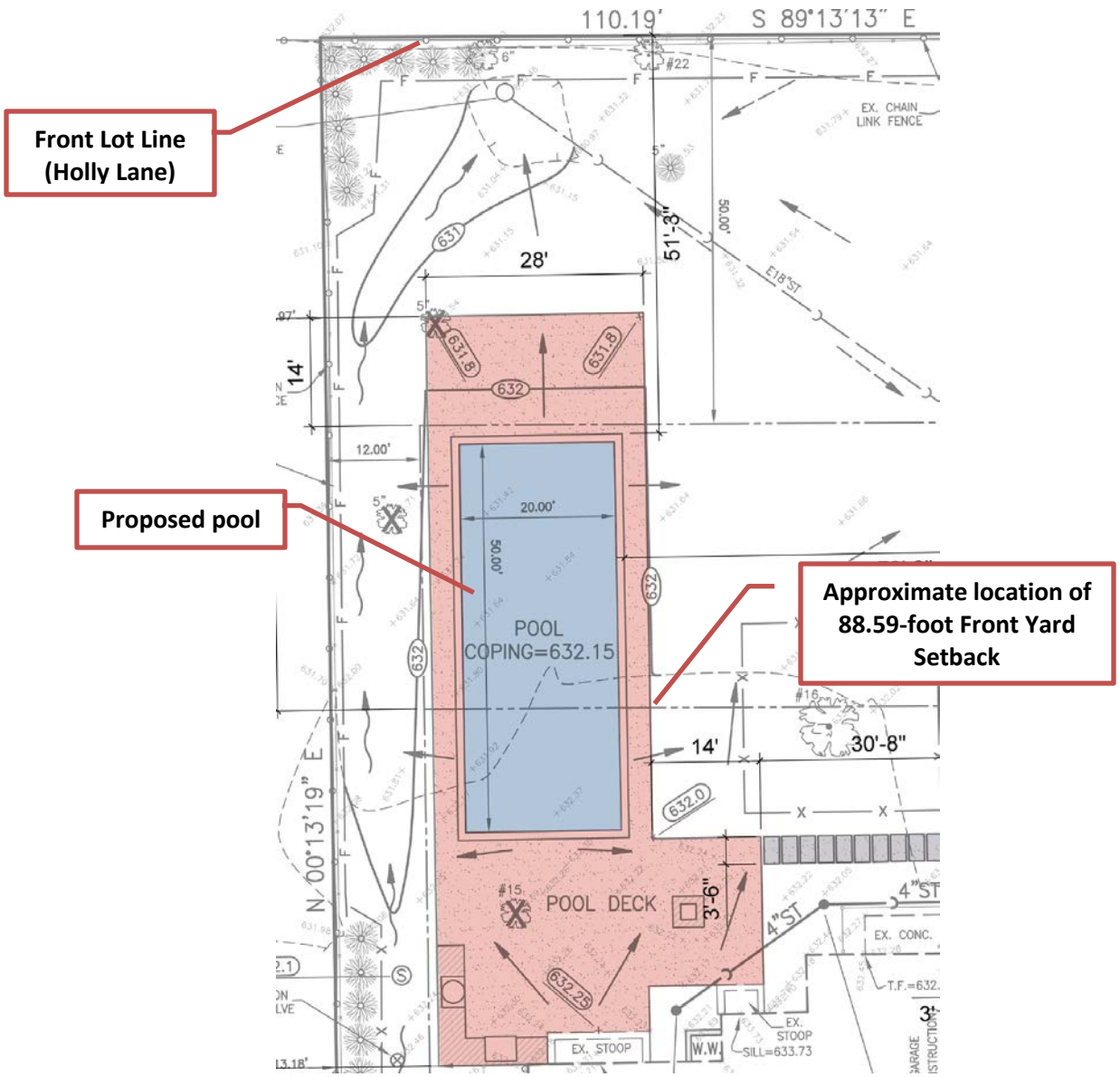


Figure 2 - Excerpt of Site Plan

The Applicants are requesting approval of a variation to permit construction of an in-ground pool on the Subject Property with a front yard setback of 51.33 feet from Holly Lane.

FINDINGS

In the attached application materials submitted by the Applicants, the Applicants have provided a statement of justification regarding how the requested variation meets the standards for granting the requested zoning variation. Does the ZBA find that the requested variation meets the standards for granting such variation; and if so, is the ZBA prepared to make a recommendation to the Village Council regarding the requested variation? If so, a ZBA member may wish to make a motion recommending approval or recommending denial based upon the following:

> Move to recommend **approval [denial]** of a variation granting a front yard setback of 51.33 feet from Holly Lane, whereas a minimum of 88.59 feet is required, a variation of 37.26 feet (42.06%) [Section 17.30.050 – Front and Corner Yard Setbacks] as the Zoning Board of Appeals finds,

based on evidence in the record or in a public document, that the variation requested is **in harmony [not in harmony]** with the general purpose and intent of the Zoning Ordinance and that each of the following eight standards on which evidence is required pursuant to Section 17.60.050 of this Code **has been met [has not been met]** in connection with this variation application **[subject to the following conditions…]**.

The eight standards are as follows:

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.

ZONING MATRIX

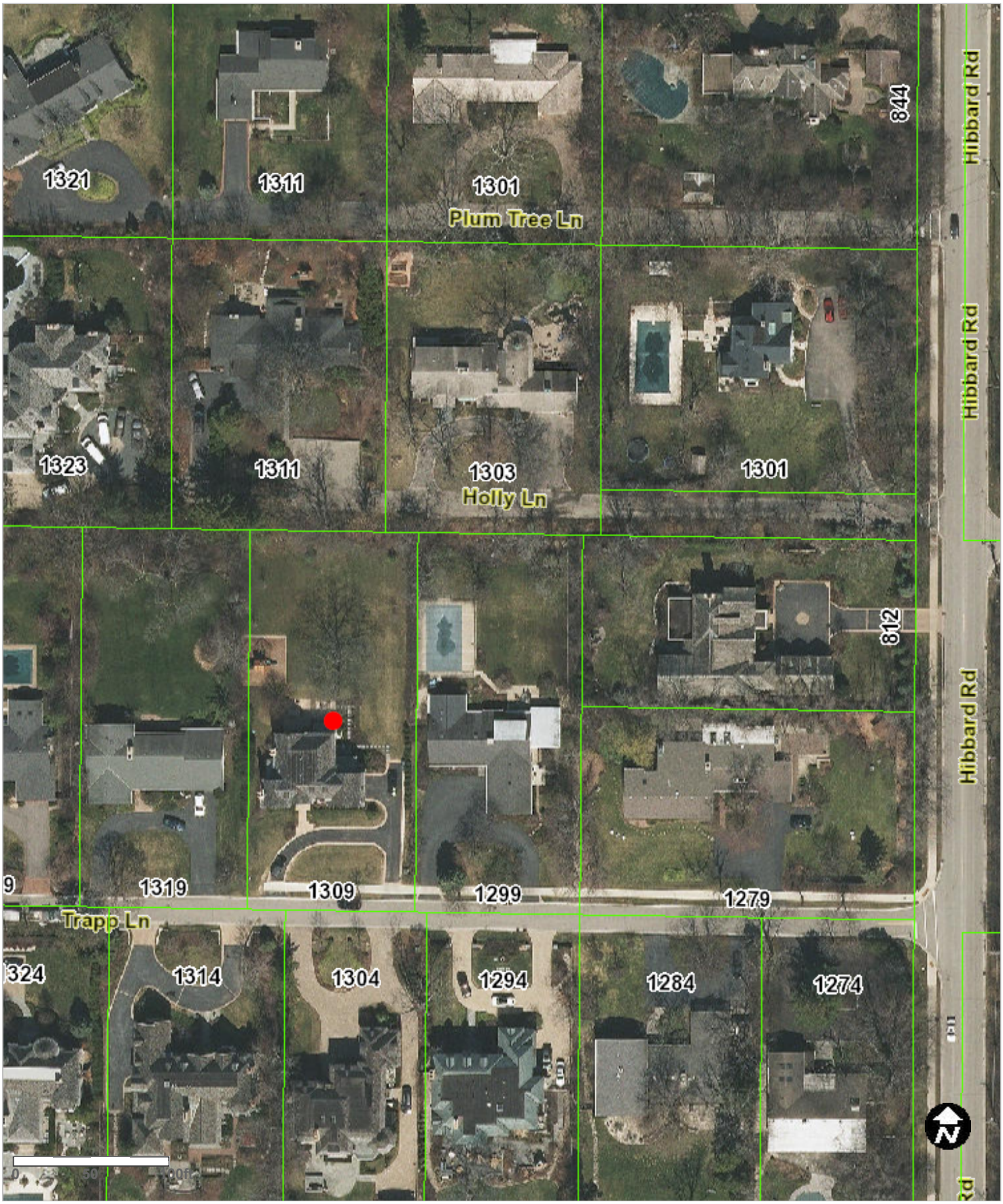
ADDRESS: 1309 Trapp Lane
CASE NO: 19-10-V2
ZONING: R-2

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	24,000 SF	25,476 SF	N/A	N/A	OK
Min. Average Lot Width	100 FT	110.31 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	6,369 SF (1)	3,076.78 SF	N/A	N/A	OK
Max. Gross Floor Area	7,674.48 SF (1)	5,714.26 SF	N/A	N/A	OK
Max. Impermeable Lot Coverage	12,738 SF (1)	7,266.78	10,162.78 SF	2,896 SF	OK
Min. Front Yard (Trapp/South)	52.12 FT	52.68 FT	N/A	N/A	OK
Min. Front Yard (Holly/North)	88.59 FT	125.9 FT	51.33 FT	-74.57	**37.26 FT (42.06%) VARIATION**
Min. Side Yard (West)	12 FT	16.06 FT	13.31 FT (3)	-2.75	OK
Min. Total Side Yards	33.09 FT	44.07 FT	44.07 FT	N/A	OK

NOTES:

(1) Based on lot area of 25,476 s.f.
(2) Variation amount is the difference between proposed and requirement.
(3) Setback to pool equipment. Pool itself would be setback 17 feet.

GIS consortium MapOffice™ *1309 Trapp Lane* Created By mgp inc



Map created on **March 4, 2019**.

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ATTACHMENT C

CASE NO. 19-10-V2

APPLICATION FOR VARIATION
WINNETKA ZONING BOARD OF APPEALS

Owner Information:

Name: Mark W. Gent and Jennifer L. Gonzalez

Property Address: 1309 Trapp Ln, Winnetka, IL 60093

Home and Work Telephone Number: [redacted] (home) [redacted] (cell)

E-mail: [redacted]

Architect Information: Name, Address, Telephone, E-mail:

Rick Lamble, Rocco Fiore & Sons – Landscape Contractor, 28270 N. Bradley Road-Libertyville, IL 60048, 847-514-8443, rlamble@roccofiore.com

Dan Hartman, Rocco Fiore & Sons – Landscape Contractor, 28270 N. Bradley Road-Libertyville, IL 60048, 847-514-8319, dhartman@roccofiore.com

Antonio Catella, Greengard, Inc. – Engineering, 111 Barclay Boulevard, Suite 310, Lincolnshire, IL 60069-2906, 847-634-3883, acatella@greengardinc.com

Deanna Lund, Boilini Company – Pool Contractor, 342 N. Fourth Street, Libertyville, IL 60048, 847-680-8800, dbinek@boilini.com

Attorney Information: Name, Address, Telephone, E-mail:

_____

_____

_____

Date Property Acquired by Owner: April 11, 2012

Nature of Any Restrictions on Property: Based on the property being considered a "through Lot" which is defined as a lot that has frontage on two streets, and where the lot frontages do not meet. This has set some extreme setbacks limiting the development on this property. In this case, the property is known as 1309 Trapp Lane, with the north or rear property line abutted up to dead end of Holly Lane.

Explanation of Variation Requested: The owners of 1309 Trapp Lane are requesting a zoning variation in order to develop an entertainment yard for their young children and friends. They are requesting to install a concrete inground pool, outdoor barbecue unit, terraces and walks as shown on the landscape plan. We are requesting based on the following items:

1) A north-south orientation of the pool layout was selected and designed to protect the large existing Honeylocust tree. The owners want to protect the trees critical root zone.

2) Based on the site being a through street, we feel that the 88'-6" setback is excessive. It is being determined by the average existing setback of the street to the north. This is not typical and limits the owner's options with the only way to stay within the required setback would be to request the removal of the large Honeylocust tree, which is not desired by the owners.

3) Based on pre-existing conditions and previous approval, we are requesting this approval. In 2015, 693 Sheridan, Winnetka, IL was allowed by the City of Winnetka to place a pool to encroach into the front yard setback.

OFFICE USE ONLY

Variation Requested Under Ordinance Section(s):_____

Staff Contact:_____ Date:_____

RECEIVED
FEB 20 2019
BY:

STANDARDS FOR GRANTING OF ZONING VARIATIONS

Applications must provide evidence and explain in detail the manner wherein the strict application of the provisions of the zoning regulations would result in a clearly demonstrated practical difficulty or particular hardship. In demonstrating the existence of a particular difficulty or a particular hardship, please direct your comments and evidence to **each** of the following items:

1. The property in question can not yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone. See below.
2. The plight of the owner is due to unique circumstance. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants. See below.
3. The variation, if granted, will not alter the essential character of the locality. No.
4. An adequate supply of light and air to the adjacent property will not be impaired. No.
5. The hazard from fire and other damages to the property will not be increased. No.
6. The taxable value of the land and buildings throughout the Village will not diminish. No.
7. The congestion in the public street will not increase. No.
8. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired. No.

For your convenience, you will find attached examples of general findings, for and against the granting of a variation, which have been made by the Zoning Board of Appeals and Village Council in prior cases.

NOTE: The Zoning Board of Appeals or the Village Council, depending on which body has final jurisdiction, must make a finding that a practical difficulty or a particular hardship exists in order to grant a variation request.

Property Owner's Signat[redacted]ate: _____

(Proof of Ownership is required)

Variations, if granted, require initiation of construction activity within 12 months of final approval. Consider your ability to commence construction within this 12 month time period to avoid lapse of approvals.

1) While we have determined that the owners could develop a pool area within the setback guidelines, it would directly and fatally impact the existing 26" Honey locust tree. Our goal would be to save the tree and protect during construction.

2) We are asking for this variance since this property is unique in status, based on technically having two front yards. The lot is classified as a through lot, creating unique and over exaggerated setbacks that limits development in the rear lawn area.

Standards for Granting of Zoning Variations

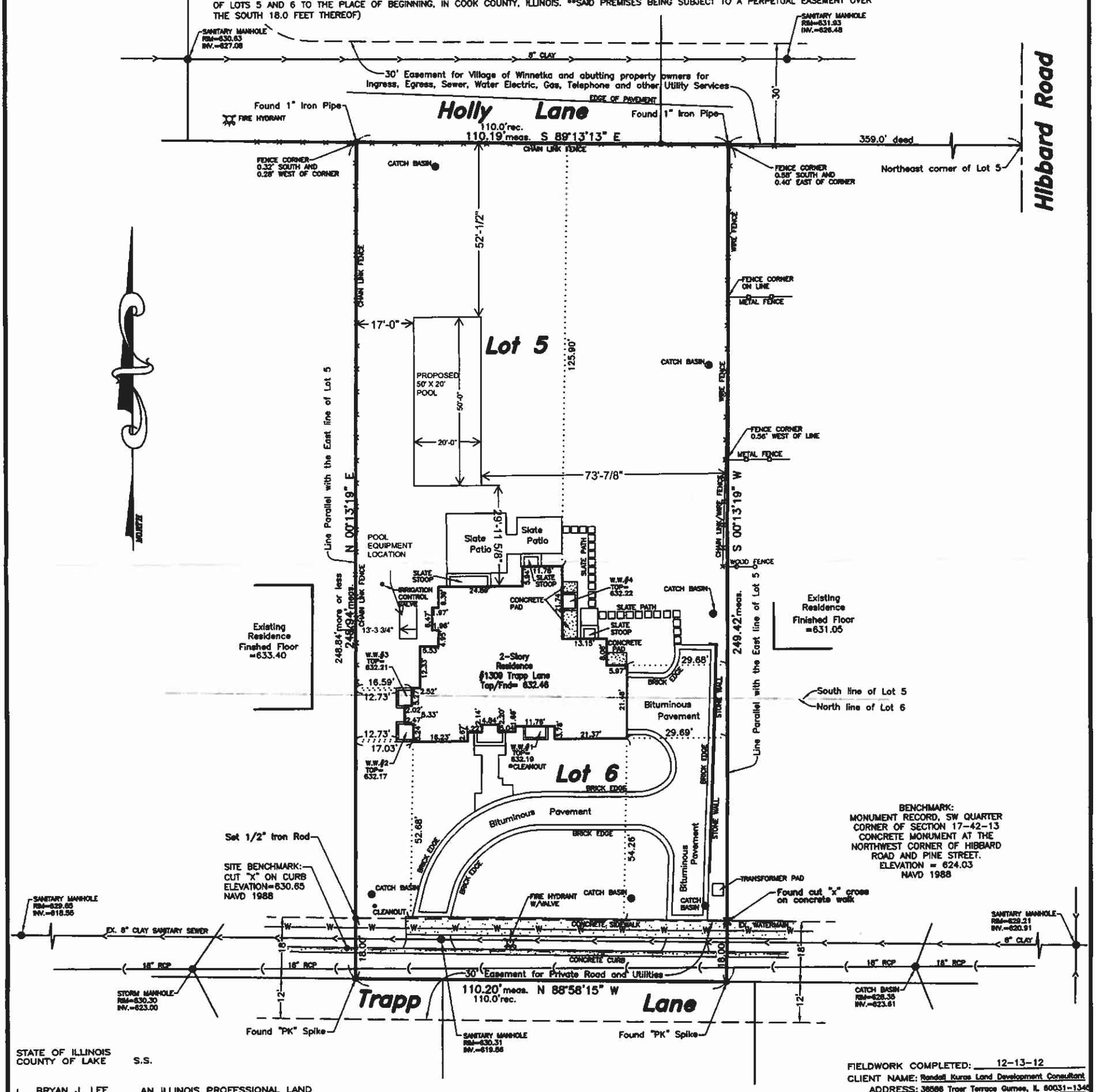
1) While we have determined that the owners could develop a pool area within the setback guidelines, it would directly and fatally impact the existing 26" Honey locust tree. Our goal would be to save the tree and protect during construction.
2) We are asking for this variance since this property is unique in status, based on technically having two front yards. The lot is classified as a through lot, creating unique and over exaggerated setbacks that limits development in the rear lawn area.
3) No
4) No
5) No
6) No
7) No
8) No

THE PREMISES COMMONLY KNOWN AS:
1309 TRAPP LANE, WINNETKA, IL 60093
PARCEL AREA = 27,456 S.F.
PIN NO. 05-18-402-053

PLAT OF SURVEY

OF

THAT PART OF LOTS 5 AND 6 (TAKEN AS A TRACT) IN HIGGINS ESTATE SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER THE PLAT THEREOF RECORDED MARCH 4, 1875 IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 9 OF PLATS, PAGE 61 AS DOCUMENT 16404, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 5, 359.0 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 5; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 5, 110.0 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINES OF SAID LOTS 5 AND 6, 248.84 FEET, MORE OR LESS, TO ITS POINT OF INTERSECTION WITH A STRAIGHT LINE (DRAWN FROM A POINT 319.0 FEET WEST OF THE WEST LINE OF HIBBARD ROAD AND 247.50 FEET NORTH OF THE SOUTH LINE OF LOT 7 IN SAID HIGGINS ESTATE SUBDIVISION, AFORESAID, TO A POINT 247.50 FEET SOUTH OF THE NORTH' LINE OF SAID LOT 5 AND 528.0 FEET EAST OF THE WEST LINE OF SAID LOT 6); THENCE EASTERLY ALONG SAID STRAIGHT LINE, AFORESAID, 110.0 FEET MORE OF LESS TO A POINT THEREIN FORMED BY THE INTERSECTION OF SAID STRAIGHT LINE, AFORESAID, WITH A LINE DRAWN PARALLEL TO AND 359.0 FEET DISTANT WEST FROM THE EAST LINES OF SAID LOTS 5 AND 6; THENCE NORTH ALONG SAID LINE PARALLEL TO THE EAST LINES OF LOTS 5 AND 6 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS. **SAID PREMISES BEING SUBJECT TO A PERPETUAL EASEMENT OVER THE SOUTH 18.0 FEET THEREOF)



STATE OF ILLINOIS
COUNTY OF LAKE S.S.

I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED THE LAND AS DESCRIBED IN THE ABOVE CAPTION. ANY STRUCTURES SHOWN HEREON WERE LOCATED BY ME OR UNDER MY DIRECTION AND THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT GRAYSLAKE, ILLINOIS THIS 9TH DAY OF MARCH, A.D. 20 12.

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-14
PROFESSIONAL DESIGN FIRM NO. 184-002732

SURVEY UPDATED 12-18-12 B.J.L.
SET CORNERS/LOCATE PAD 11-08-12 B.J.L.
FOUNDATION LOCATED 08-02-12 B.J.L.

Scale: 1" = 20'

FILE NO. 17-12
F1712.DWG

FIELDWORK COMPLETED: 12-13-12
CLIENT NAME: Randall Kurss Land Development Consultant
ADDRESS: 38566 Traer Terrace Gurnee, IL 60031-1346
(847)856-6040 mobile; (847)356-6040 fax
e-mail: rkurss@sprintmail.com

NOTES:
PLAT IS VOID if the Impressed Surveyors Seal does not appear.
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

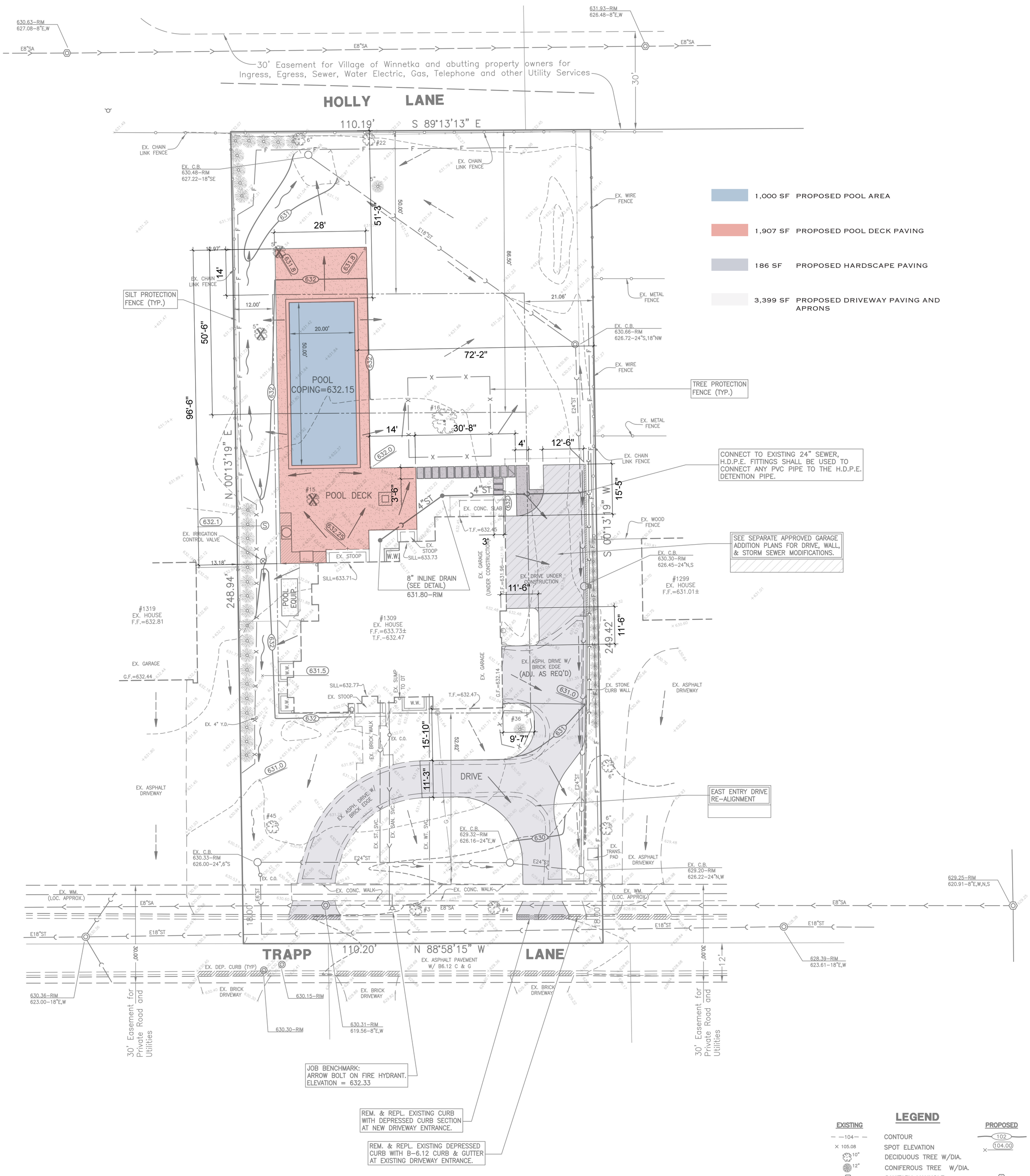
R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
31 S. SLUSSER STREET, GRAYSLAKE, ILLINOIS 60030
GRAYSLAKE 847-223-0914 ILLINOIS

HARDSCAPE DEVELOPMENT PLAN

GENT RESIDENCE

1309 TRAPP LANE + WINNETKA, ILLINOIS

IMPERVIOUS COVERAGE TABLE	
GROSS LOT AREA	= 27,456 S.F.
NET LOT AREA	= 25,473 S.F.
(NOT INCLUDING FRONT 18' EASEMENT AREA)	
IMPERVIOUS LOT COVERAGE AREA	
EXISTING	= 6,266 S.F.
TOTAL PROPOSED	= 9,939 S.F.
MAX. ALLOWABLE IMPERVIOUS (50%)	= 12,736 S.F.



1,000 SF	PROPOSED POOL AREA
1,907 SF	PROPOSED POOL DECK PAVING
186 SF	PROPOSED HARDSCAPE PAVING
3,399 SF	PROPOSED DRIVEWAY PAVING AND APRONS

LEGEND

EXISTING		PROPOSED
104	CONTOUR	102
× 105.08	SPOT ELEVATION	× 104.00
10"	DECIDUOUS TREE W/DIA.	
12"	CONIFEROUS TREE W/DIA.	
	SANITARY MANHOLE	
	STORM MANHOLE	
	INLET	
	WATER SERVICE BOX	
	VALVE & VAULT	
	FIRE HYDRANT	
	UTILITY POLE	
	LIGHT STANDARD	
	STORM CULVERT	
E8"SA	SANITARY SEWER	8"SA
E12"ST	STORM SEWER	12"ST
E6"W	WATER MAIN	6"W
	DITCH	
	SWALE	
	DIRECTION SURFACE DRAINAGE	
	SUMMIT	
or	DOWNSPOUT	
	TREE PROTECTION FENCE	
	SILT PROTECTION FENCE	F—F—F
	6' HIGH CHAIN LINK FENCE	C—C—C

SITE TREE INVENTORY	
#3	4" RED MAPLE
#4	4" RED MAPLE
#15	9" BEECH
#16	28" LOCUST
#22	6" NORWAY MAPLE
#36	4" COLORADO SPRUCE
#45	4" RED MAPLE

THE PROPOSED GRADE CHANGES WILL NOT CAUSE SURFACE WATER RUNOFF TO BE DIVERTED ONTO OR DETAINED ON ABUTTING OR NEARBY PROPERTY, WILL NOT SIGNIFICANTLY ALTER EXISTING DRAINAGE PATTERNS, AND WILL NOT INCREASE OR CONCENTRATE STORM WATER RUNOFF ONTO ABUTTING OR NEARBY PROPERTY.

1-21-19
DATE

Don R. Fielding P.E.
DON R. FIELDING, P.E./PRESIDENT

EAST ENTRY DRIVE RE-ALIGNMENT AND POOL ADDITION

PLAN NO. 18-072

NORTH

CLIENT: GENT
SCALE: 1"=15'-0"
DATE: 2019.02.26
DESIGN: RAL
DRAWN: AKH
CHECKED:
REVISED:

rocco fiore & sons, inc.
landscape architecture . site development . management
28270 N. Bradley Rd. Libertyville, IL 60048
ph. 847. 680. 1207 fx. 847. 816. 1137

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ATTACHMENT D

WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MEETING MINUTES
MARCH 11, 2019

Zoning Board Members Present:	Sarah Balassa, Acting Chairperson E. Gene Greable Wally Greenough Kimberly Handler
Zoning Board Members Absent:	Matt Bradley
Village Staff:	David Schoon, Director of Community Development Ann Klaassen, Senior Planner

***

Case No. 19-10-V2: 1309 Trapp Lane: An application submitted by Mark Gent and Jennifer Gonzalez seeking approval of a zoning variation to allow an in-ground pool at 1309 Trapp Lane. The requested zoning variation would permit the pool to provide less than the minimum required front yard setback <u>from Holly Lane. The Village Council has final jurisdiction on this request.</u>

Ms. Klaassen stated Case No. 19-10-V2 is an application filed by Mark Gent and Jennifer Gonzalez as the owners of the property known as 1309 Trapp Lane requesting approval of the following variation from the zoning ordinance to allow an in-ground pool at 1309 Trapp. She stated they are requesting a front yard setback of 51.33 feet from Holly Lane, whereas a minimum of 88.59 feet is required, a variation of 37.26 feet or 42.06%.

Chairperson Balassa asked the Board if they had any questions for staff. Mr. Greenough asked if the applicants are the original owners of the property and questioned the two story addition. Ms. Klaassen stated the applicants would be better suited to answer those questions and noted a garage was added and an addition toward the north.

Chairperson Balassa then swore in those who would be speaking to this matter.

Mark Gent introduced himself to the Board. He stated his wife was raised in Winnetka and he grew up in South Florida. He stated with regard to background, they have three small children, two of whom had anxiety issues in connection with swimming lessons which took place in various places. Mr. Gent stated as part of the addition plans; they had to redo the patio and determined it would be a good time to build a pool to make them more comfortable with their surroundings. He stated they did as much as they could to protect their neighbors and there is an arbor vitae hedge around the north and west sides of the lot. Mr. Gent then stated the neighbors to the east have a pool which is identical to the one they want to build with a privacy hedge. He stated the pool would be laid out in a north-south direction which drove the need for the variance. Mr. Gent informed the Board they considered an east-west proposal but due to a large tree, it would not survive if the pool is placed in that direction. He described the tree as big and difficult to replace in terms of its caliper inches and which also provided substantial shade.

Chairperson Balassa asked if there were any questions.

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Rick Lamble of Rocco Fiori & Sons introduced himself to the Board and stated the biggest thing driving the request are the unique characteristics of the lot with it being a through-lot with two front yard setbacks. He stated they are trying to minimize the encroachment and tried to limit where they placed the pool to protect the tree as well as to stay away from the surrounding properties. Mr. Lamble noted the Village Engineering Department already approved the request as well as the Forestry Department. Chairperson Balassa asked if they would be taking down any trees. Mr. Lamble stated they would not and the request would be well under the amount of impermeable lot coverage that is allowed.

Dan Hartman stated if they were to take down the 26 inch tree, they would have to replace it inch for inch and if they were to replace them on the property, it would result in 4 to 6 additional trees on the property which would not have the same impact. He stated the tree is very healthy and was looked at by Jim Stier, Village Forester, and they were told to do whatever they could to save the tree. Mr. Hartman then stated on the engineering side, they worked with Greengard on the project. He reiterated they are under the amount of impervious surface for the lot coverage and with the addition to the home built in 2012, there was a detention system installed below ground to take care of water runoff. He also stated there would be no impact on adjoining properties.

Chairperson Balassa asked the Board if they had any questions. Mr. Greenough asked where the two story addition was built onto the home. Mr. Gent stated the first floor has an attached two car garage and once they began construction to add a bedroom and bath on top of it, it would be much more efficient from a cost standpoint. Mr. Greenough referred to the plat of survey. Mr. Hartman identified the footprint of the addition and the large honey locust. He stated if they were to orient the pool in an east-west direction, it can be done if they take the tree down. Mr. Hartman stated they looked at every option including shortening the pool when it is dug out with the mechanicals, water lines, etc. and stated the root system of the tree would be very compromised and would die in two to three years if the pool was put in an east-west configuration. He informed the Board they would put a tree preservation fence around it and would follow any additional recommendations Mr. Stier had. Mr. Hartman stated they work with a licensed arborist and Mr. Stier would inspect the work while it is being done.

Ms. Handler stated it is her understanding these trees live 60 to 70 years and asked if it is nearing the end of its useful life. She also questioned whether building a pool around a tree nearing the end of its useful life might not make sense. Mr. Hartman responded he thought the tree would last significantly longer than that as opposed to if it were a black locust. Ms. Handler asked what species is the tree and noted honey locust trees are listed as desirable while others are not. Mr. Hartman stated after meeting with Mr. Stier, they looked at all of the existing trees and reiterated they were told to do whatever is possible to save that tree.

Mr. Greenough stated it was mentioned the neighbor has a similar pool and asked what the size of their pool is. Mr. Gent responded for the neighbor to the east, they have a 20x40 foot pool and the north end of their pool is approximately 45 feet from the Holly Lane property line. He then stated while the proposed pool may be a bit larger, it would also be shallower and the north end of the pool would be approximately 50 feet from the property line. Mr. Gent also stated their pool would start further south. Mr. Greenough asked Mr. Gent why not just make a smaller pool. He stated since they are proposing to have a lot of deck space, etc., if they were to remove some of that, they would not need a variance. Mr. Gent stated they would still need a variance because the 90 foot setback is close to the back of the home. He added the only reason the pool would measure 20x50 instead of 20x40 is because they want to make the shallow end shallower due to the children's age. Mr. Gent also stated they want to make

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the deep end deep enough to allow diving from that perspective. He referred to slope standards which require 1 foot of elevation drop for every 3 feet in length.

Mr. Greenough stated one of the goals of the Board is to work with the applicant to see what they can do to minimize the variation and described a 20x40 foot pool as a good sized pool. He then stated he is not persuaded they need a 20x50 foot pool requiring a variance. Mr. Gent reiterated it is driven by wanting the shallower end of the pool and referred to the slope standard requirement. He then stated unless they made the drop off very steep, they could not have the shallow end.

Mr. Gent then stated they would be happy to consider reducing the amount of deck area at the north end although the deck is not a driver of the variance. He stated they would do what is necessary to achieve having the shallow end of the pool which would make the overall variance smaller. He reiterated a variance would be necessary regardless since they do not have the distance from the back of the home to the rear lot line to fit a pool in that space.

Mr. Greable stated when they planned the pool, he asked if they were aware of what the front yard minimum and maximums were at that time. He stated the calculations show 88.59 feet as the requirement and they can only come up with 51 feet. Mr. Greable stated they are asking for a 42% variance as it related to the front yard from the Holly Lane side of the property. Mr. Gent responded they were not and it was discovered after working with Ms. Klaassen after coming up with the proposal. He then stated while he recognized all of their prior permits have disclaimers, he stated all of their other plans have a 50 foot setback line drawn on them. Mr. Gent stated they then learned because of the through lot, the average calculation made a difference.

Mr. Greable then stated with regard to Section 17.30.050, they would have to have a standard minimum setback of 50 feet from Holly Lane and they met that test in terms of the code requirement. He asked if they were not aware of the 88 foot average setback requirement. Mr. Gent confirmed that is correct and they did not know their lot was a through lot and their initial design was based on 50 feet. Mr. Greable asked Ms. Klaassen if the 88 feet came about by the selection of the three lots which had to be used for this calculation. Ms. Klaassen confirmed that is correct. Mr. Greable then asked because of the size of those lots, that drove the percentage to be so large and the 88 feet could be reduced if the subject home was located in another area. Ms. Klaassen responded it was possible if the other homes had been located in closer proximity of Holly Lane. Mr. Greable stated the applicant would still be complying with the minimum set forth in the code. Ms. Klaassen noted the R-2 district required a minimum of 50 feet and in this case, the average did apply and that required a setback of approximately 88 feet. She confirmed a variation would be needed regardless.

Chairperson Balassa asked if there were any other questions. Ms. Handler asked if it could run parallel to the home on the north side of the tree although it would still require a variance. She then stated the impact to the neighbor directly behind on Holly Lane and the distance between the pool and their front door is exacerbated. Mr. Gent agreed while the total depth would be less, he referred to the area required by the variance which would be more. He also referred to the usability of their backyard.

Chairperson Balassa asked if there were any questions from the audience. She then swore in those speaking to this matter.

Sherry Abuls, 1311 Holly Lane, stated their concern related to drainage. She informed the Board she just finished a project and referred to the Village's precise requirement with regard to water and where it

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would go. Ms. Abuls then stated with regard to the applicant's neighbor to the left, they are getting a lot of pooling after heavy rains. She stated they want to make sure with the FAR, etc., where would the water go and their concern of it flowing closer to Holly Lane. Ms. Klaassen stated the applicant may be able to explain their proposed drainage plan and she would have to refer her to the Village engineers regarding the specifics relating to the drainage requirements. Ms. Abuls also referred to landscaping.

The applicant stated there is a drain in the ground along the north border by Ms. Abul's home. He stated part of the plan is to re-grade the lot to eliminate some water pooling. He also stated they planned to put in fencing on their property and arbor vitae and an evergreen hedge across the full length of the back. Chairperson Balassa stated there are fencing rules in connection with fencing the pool. Mr. Hartman noted regardless of the neighbors on three sides, a fence must be installed on the property with the pool to ensure the pool remained enclosed. He also stated with regard to drainage, there is a basin two feet lower than Holly Lane. He also stated there is an 18 inch pipe which ran to the detention system along with other piping to ensure water does not flow to other properties.

Chairperson Balassa stated to confirm, the applicant would be retaining their storm water. Mr. Hartman stated they cannot re-grade any adjoining properties and added with regard to grading, they have to be at that elevation or lower and the neighbors would have to accept water which would naturally flow onto their properties. He described how the procedure worked in terms of positive pitch, water flow, etc. Mr. Hartman noted there are drainage swails which would be installed to keep the plantings healthy. Mr. Greable asked if the Village signed off on engineering. Mr. Lamble confirmed that is correct. Ms. Klaassen informed the Board the proposal complied with impermeable lot coverage and is not part of the applicants' request. Mr. Gent noted the fence height would be 48 inches together with the planting.

Mr. Greable asked with regard to the chain link, he asked if it is on Holly Lane. Mr. Gent stated they planned to put in fencing on all three sides and they cannot tear down that fence as it is not their fence. Mr. Hartman noted the applicants' fence would be located 6 inches inside the property line.

Chairperson Balassa then called the matter in for discussion. She referred to the location of the other pool. Ms. Handler referred to the pool on the neighbor's property and whether it needed a variation. Chairperson Balassa stated they have to determine if it is acceptable to the neighborhood and what it would do to the neighborhood character. She then referred to the honey locust tree. Ms. Handler stated she would have preferred to hear statements directly from Mr. Stier. She also stated the Board has to look at the conditions of the property and not the occupants and she is not convinced if the pool is installed differently, that would prevent them from realizing reasonable return. Chairperson Balassa stated that location would affect the tree. Mr. Greenough stated they should not allow a tree to hold them hostage in terms of a variance. He then stated it would be a mistake to remove the tree regardless and they should not assume if the Board denied the variance, they would take down the tree.

Chairperson Balassa stated looking at it practically and the location and how it would impact it and how it is landscaped, the character of Holly Lane is not changing. She referred to their being three homes on Holly Lane and Mr. Greable's comments with regard to it being the luck of the draw and the comments made with regard to minimizing variances, she agreed in theory that you do not want to do anything around the tree and asked what they would achieve by rejecting it. Mr. Greenough stated with regard to arbitrarily accepting it in this instance, he agreed with Ms. Handler that there are standards and referred to standard nos. 1 and 2. He stated he did not see a through lot being a unique circumstance and the request is driven by the applicants' inability to put in as big of a pool as they would like. Chairperson

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Balassa asked what if the applicants asked for a smaller pool which would still require a variation and Mr. Greenough responded that has been done a number of times and the smaller the variation, the better. He stated unique circumstances run with the property and not the occupants. Mr. Greenough added the applicants knew the lot was a through lot when they purchased it.

Mr. Greable also stated while the variation is large, he reiterated it is the luck of the draw and identified the surrounding properties contributing to the average. He stated it made the requirement seem unusually large and they cannot bypass the minimum of 50 feet. Mr. Greable then stated he could understand accepting the minimum of 50 feet in this case. He also stated as far as the first two standards, he asked Mr. Gent how he viewed the reasonable return standard. Mr. Gent responded other than information submitted in their application, they were aware it was a through lot at the time they purchased it and they were attracted to the large backyard. He stated taking into account all of the setbacks, 75% of the lot would be unusable, unbuildable, etc. Mr. Gent also stated their home is substantially underbuilt in terms of what the lot would allow. He stated they can look at ways of reducing the pool although a lot of the property is covered by setbacks. Mr. Gent agreed with Mr. Greable's comments that if any of the other properties on Holly Lane were used, the number would be smaller with two of the homes used in the calculations having large setbacks and facing the other direction. Mr. Greable asked Mr. Gent to comment on unique circumstances. Mr. Gent stated they realize through lots are not overly unique. He noted there are four homes which actually face Holly Lane with two neighboring homes being on the dead end. Mr. Gent stated their situation is different in that there is not a lot of traffic going through.

Chairperson Balassa asked if there was anything else to add. Mr. Greable stated he understood the tree situation but one item which impacted him was the requirement of 50 feet which is substantial. He stated in fairness to the owners and the way in which the lots are laid out, he would lean toward approval.

Chairperson Balassa asked if they took a roll call vote of the Board, the Village Council would be making the final decision. Ms. Klaassen confirmed that is correct. Chairperson Balassa then stated she agreed with Mr. Greable and the nature of Holly Lane contributed to the substantial setback for that specific area as well as the manner in which the calculations were done. She indicated it appeared the vote would be split.

Ms. Klaassen stated there needs to a motion first and stated in order for a motion to carry, there would have to be a vote of 4 to 0. Mr. Schoon suggested a motion be made in the affirmative and that based upon comments of the Board, it would appear it may fail by a vote of 2 to 2.

Mr. Greable moved to recommend approval of a variation granting a front yard setback of 51.33 feet from Holly Lane whereas a minimum of 88.59 feet is required, a variation of 37.26 feet or 42.06% from Section 17.30.050 (front and corner yard setback) as the Board finds based on evidence in the record and 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 following standards on which evidence is required pursuant to Section 17.60.050 of this Code has been met in connection with this variation application. Mr. Schoon asked for someone other than Chairperson Balassa to second the motion and she can ask for further discussion. Ms. Handler seconded the motion.

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Mr. Greenough stated he would vote no on the motion since the first two standards have not been met with the remainder of the standards being irrelevant for purposes of this discussion. A vote was taken and the motion failed, 2 to 2.

AYES: Balassa, Greable
NAYS: Handler, Greenough

Mr. Schoon stated Village staff would inform the Village Council the motion failed and that the Board was divided on the application.

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