

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
March 19, 2019
7:00 p.m.

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.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) April 4, 2019 Rescheduled Regular Meeting
 - b) April 9, 2019 Study Session
 - c) April 16, 2019 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
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 - i) Ordinance No. MC-1-2019: Commercial District Zoning Ordinance Amendments
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 - c) Resolution No. R-28-2019: 1025 & 1035 Sheridan Road - Amendment to CS Lakeside
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 - d) Resolution R-29-2019: Approving a Change Order to the Contract with The Progress
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- e) Resolution No. R-31-2019: Rejecting Bids, Waiving Bidding, and Awarding a Contract for the Northfield Load Center Fire Protection Design-Build (Adoption)85
- 9) Old Business: None.
- 10) New Business: None.
- 11) Appointments
- 12) Closed Session
- 13) Adjournment

NOTICE

All agenda materials are available at [villageofwinnetka.org](http://www.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
REGULAR MEETING
March 5, 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 5, 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, Scott Myers, John Swierk, and Anne Wedner. Absent: Trustee Pennfield Lanphier. Also present: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Peter Friedman, Community Development Director David Schoon, and approximately 5 persons in the audience.
- 2) Pledge of Allegiance. Trustee Swierk led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) March 12, 2019 Study Session. All of the Council members present said they expect to attend.
 - b) March 19, 2019 Regular Meeting. All of the Council members present said they expect to attend.
 - c) April 4, 2019 Rescheduled Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment.

R. Razz Jenkins, Des Plaines. Mr. Jenkins said there are 13 candidates running for 3 seats on the Board of Oakton College in the April 2 election, and he invited all the listeners to vote. He then wished the Village happy Founder's Day.
- 5) Reports:
 - a) Trustees. None.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. President Rintz reminded the audience that Sunday is Founder's Day in Winnetka, and there is a celebration at the Community House to honor the day.
- 6) Approval of the Agenda. Trustee Wedner, seconded by Trustee Swierk, moved to approve the Agenda. By voice vote, the motion carried.
- 7) Consent Agenda:
 - a) Village Council Minutes.
 - i) February 12, 2019 Study Session.
 - ii) February 19, 2019 Regular Meeting.
 - b) Approval of Warrant List dated February 15-28, 2019 in the amount of \$1,596,141.24.

- c) Resolution No. R-22-2019: Support for a State Capital Bill for Metra (Adoption).
- d) Resolution No. R-23-2019: 2019 Street Rehabilitation and Public Improvement Project (Adoption).
- e) Resolution No. R-24-2019: Parkway Tree Planting Contracts (Adoption).
- f) Resolution No. R-25-2019: Ninth Extension of Landscape Waste Hauling Contract (Adoption).
- g) Resolution No. R-26-2019: Approving One-Year Renewal of the Contract with Asplundh Tree Expert Company for Utility Line Clearance (Adoption).
- h) Resolution No. R-27-2019: 67 Brier Street - Gilchrist Resubdivision Final Plat (Adoption).

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

8) Ordinances and Resolutions. None.

9) Old Business. None.

10) New Business:

- a) Planned Development Regulation Amendments. The Council left the dais to hold this discussion at the table.

Mr. Schoon explained that the discussion about Planned Development (PD) regulation amendments should be framed around creating clear expectations for the public, developer, Village advisory boards, and Staff.

Community Development Department staff met with the Zoning Board of Appeals (ZBA), Plan Commission (PC), and Design Review Board (DRB) to get their feedback about modifying the PD process. The members of the ZBA, PC and DRB were largely supportive of a conceptual plan review before the Council as a start to the PD process. The three boards also generally agreed that a final plan review only needs to go before the Council, unless substantive changes to the preliminary plan have been made. There was slight divergence of opinion across the three boards about the PD review process:

- Ten members from across the three Boards preferred a new PD Commission to review PD applications, along with a separate DRB review.
- Five members from across the three Boards preferred to keep the existing process of all three boards separately reviewing PD applications.
- One member of the PC and one member of the DRB preferred alternative options which were not discussed during the Council's February 12 Study Session.

Next, Mr. Schoon reviewed draft new PD standards that were the result of discussions and comments from the ZBA, PC and DRB. He noted that the next step for the Council is to decide the following:

- Should a conceptual plan review step be added to the PD process?
- Should the PD process consist of a preliminary and a final review, or should just one step be required?
 - If a two-step process is preferred, which Board(s) should be involved in the final review?
- Which advisory bodies should review the PD?
 - ZBA, PC and DRB
 - PD Commission (consisting of ZBA and PC members) and the DRB
 - PC or ZBA – and the DRB
- Does the Council have revisions to the new draft standards?

President Rintz recommended taking each item in turn in the order provided by Mr. Schoon.

Conceptual Plan Review: After a brief discussion, the Council agreed to add a conceptual plan review as a first step to the PD process.

[Trustee Lanphier arrived at 7:30 PM].

Review Process: Attorney Friedman explained that if a final PD application is substantially the same as the preliminary application, there is no need for a second advisory body review. The Council discussed the reasons for having a PD process in the first place. Manager Bahan explained that a 10,000 foot threshold was established because a project of that size will very likely need some kind of zoning relief (parking, setback, height, etc.). He cautioned against a one-step process, since the preliminary application does not include any engineering; so the final application would include what will actually be built. After more discussion, the Council agreed that a preliminary and final review process is necessary, and the Council would initially be responsible for the final application approval; it would make a determination on whether to send the final plan to the PD Commission for a second review process.

Next, the Council discussed who should review a preliminary PD application. Attorney Friedman reviewed the PD Commission of Oak Brook, which has a rotating membership of ZBA and PC members, so that every two years the majority membership alternates between the ZBA and PC. He recommended an established committee over an ad hoc body, so it would be up and ready as soon as a PD application is submitted. The Council discussed the concept of a PD Commission vs. separate ZBA and PC review of the PD application. Concerns were expressed that the different perspectives of the ZBA and PC are needed to review an application. It was pointed out that a PD Commission would consist of the most experienced members of the ZBA and PC, and the members would receive special training related to PDs. It was also suggested that the community must provide feedback on the application in a timely manner; and that having fewer meetings might help to keep the public engaged.

Finally, President Rintz polled the Council on its desire to form a nine-member PD Commission to hear PD applications, with rotating membership in the manner described by Attorney Friedman, and a separate DRB review. Trustees Swierk, Cripe and Wedner were in favor of this arrangement; Trustee Myers was also in favor, as long as the PD Commission holds at least two meetings to review the application. Trustees Dearborn and Lanphier preferred to keep separate ZBA, PC and DRB reviews.

Draft Standards: The Council discussed whether a requirement for environmental standards should be imposed. It was decided that environmental impact could be generally addressed as part of the public welfare standards.

The Council recommended the following changes to the draft standards:

General Requirements:

(E) add “or” so it reads “ownership and/or control of land.”

(F) amend the language since a PD by definition will not comply with all Village ordinances.

Planned Development Standards:

(A): Modify this standard to remove reference to the Downtown Master Plan.

(C): There was a discussion about the word “substantially;” most Trustees were agreeable to keeping it; however, it was agreed the wording could be changed to “unreasonably.”

(D): add the word “unreasonably” before “impede.”

Additional Standards:

(A)(a): more specific language as it relates to achieving community goals and objectives; (b) add “for the Village and residents” to the end; (c) clarify and remove double negative.

(B)(a.i and a.iii): add the word “public” in front of each amenity listed.

(B): add ix: Provision of a public environmental benefit.

Based upon the Council’s discussion, Mr. Schoon confirmed that: (i) a conceptual review before the Council will be the first step of a preliminary Planned Development application review; (ii) the next step will be a preliminary review by a 9-member PD Commission (consisting of members from the Plan Commission and Zoning Board of Appeals) as well as by the DRB; (iii) that the PD Commission will receive training from the Village; and (iv) the Council will make the determination for review of the final plan, including whether it wishes to refer the final plan to the PD Commission and DRB for the final review.

11) Appointments. None.

12) Closed Session. Trustee Lanphier moved to adjourn into Closed Session to discuss the Lease by the Village of Real Property, the Sale or Lease of Village Property, and Probable or Imminent Litigation, pursuant to Sections 2c(5), 2c(6), and 2c(11), respectively, of the Illinois Open Meetings Act. Trustee Myers seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Cripe, Dearborn, Lanphier, Myers, Swierk, and Wedner. Nays: None. Absent: None.

President Rintz announced that the Council would not return to the open meeting after Executive Session. The Council adjourned into Executive Session at 9:20 p.m.

13) Adjournment. Trustee Dearborn, seconded by Trustee Myers, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:50 p.m.



Agenda Item Executive Summary

Title: Approval of Warrant List Dated March 1-14, 2019

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 03/19/2019

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

The Warrant List dated March 1-14, 2019 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated March 1-14, 2019.

Attachments:

None.



Agenda Item Executive Summary

Title: Annual Outdoor Seating Permits

Presenter: Megan Pierce, Assistant Village Manager

Agenda Date: 03/19/2019

Consent: ☒ YES ☐ NO

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

Item History:

Annual outdoor seating permit approval, as required for commercial use of Village sidewalks (Village Code Section 12.04.070).

Executive Summary:

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

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

Recommendation:

Consider approval of the 2019 Outdoor Seating Permit applications, pending final insurance certificate and table layout approval by the Village.

Attachments:

Attachment 1: 2019 Outdoor Seating Applicants

Outdoor Seating 2019

Name	Location	Frontage (Feet)	Restaurant	Other	2018 Requested/ Approved	2019 Requested/ Approved
Café Aroma	749 Elm Street	95	X		13/11	11/11
Little Ricky's	540 Lincoln Avenue	70	X		8/8	8/8
Air Aerial Fitness	549 Lincoln Avenue	15		X	3/2	2/2
Stacked & Folded	551 Lincoln Avenue	18	X		3/2	2/2
Orrington Jewelers	553 Lincoln Avenue	23		X	4/4	4/4
Peet's	817 Elm Street	70	X		6/6	6/6
Noah's Ark Pet Supply	831 Elm Street	34		X	2/2	2/2
Trifecta Grill	501 Chestnut Street	90	X		5/5	5/5
True Juice	542 Chestnut Street	15	X		2/2	2/2
Café Buon Giorno	566 Chestnut Street	24	X		4/4	4/4
Avli Rotisserie	566 Chestnut Street	30	X		3/3	3/3
Starbucks	566 Chestnut Street	70	X		7/7	7/7
Good Grapes	821 Chestnut Court	70		X	10/9	10/9
Once Upon A Bagel	1050 Gage Street	30	X		3/3	4/3



Agenda Item Executive Summary

Title: Code Amendments for Proposed Banquet Facility at 915 Green Bay Road (Continuation)

Presenter: David Schoon, Community Development Director

Agenda Date: 03/19/2019

Consent: ☐ YES ☒ NO

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

Item History:

01/15/2019 - Village Council review of Applicant's original request.

02/19/2019 - Village Council review of Applicant amended request, which did not include a cafe along the street frontage of the building.

Executive Summary:

On March 19, 2019 the Village Council was scheduled to hold a public hearing on a Zoning Ordinance text amendment to allow banquet facilities in the C2 Retail Commercial District and the C2 Commercial Overlay District. The proposed amendment was at the request of Boutique Bites (the "Applicant"), as the potential lessee of the property located at 915 Green Bay Road (the "Subject Property"). In addition, the Council was to consider amendments to the Village's liquor ordinance and the creation of valet parking regulations both of which are necessary to accommodate the Applicant's proposed business operation.

The Applicant has submitted the attached e-mail requesting that the Council continue the public hearing to April 16, 2019, as the Applicant continues to negotiate the letter of intent the space with the property owner. Given that the Applicant has not reached an agreement regarding the terms for a lease, the Applicant has held off submitting the additional revised materials to process the Zoning Ordinance text amendment.

Staff has sent out a letter to all who received the notice for the public hearing, informing them that the public hearing will be continued to April 16.

Recommendation:

Consider continuing the public hearing on the Zoning Ordinance text amendment to allow banquet facilities in the C2 Retail Commercial District and the C2 Commercial Overlay District to April 16.

Attachments:

Attachment A - March 13, 2019 Applicant Letter

David Schoon

From: Elaina Vazquez <elaina@boutiquebites.com>
Sent: Wednesday, March 13, 2019 10:58 AM
To: David Schoon
Subject: Re: 915 Green Bay Road - Boutique Bites - 3-19 VC Mtg

Hi David,

Thanks so much for your patience while we navigate the LOI process. Based on where we currently are in the negotiations, we unfortunately will not be ready for the public hearing on March 19th. With that said, I respectfully request to continue the public hearing to April 16th. Please let me know if this will be possible.

Feel free to reach out to me if you have any questions. I look forward to hearing from you.

Warmly,
Elaina

ELAINA VAZQUEZ
Founder :: CEO



Agenda Item Executive Summary

Title: Ordinance No. MC-1-2019: Commercial District Zoning Ordinance Amendments (Public Hearing & Introduction)

Presenter: David Schoon, Director, & Brian Norkus, Asst. Director Community Development

Agenda Date: 03/19/2019

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>

Executive Summary:

On March 19, the Village Council is scheduled to hold a public hearing and consider introduction of Ordinance No. MC-01-2019, amending the Zoning Ordinance as it pertains to the Commercial Districts and Commercial Overlay. (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 (Overlay District). As a result of proposed amendment to the Overlay District, related amendments to the C-2 General Retail Commercial District (C-2 District) and the C-1 Neighborhood Commercial District (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.

Recommendation:

Hold a public hearing on and consider introduction 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:

March 14, 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 - January 15, 2019, Village Council Meeting Minutes Excerpts



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, DIRECTOR
BRIAN NORKUS, ASSISTANT DIRECTOR
DATE: MARCH 14, 2019
SUBJECT: C-2 COMMERCIAL OVERLAY DISTRICT

INTRODUCTION

On March 19, 2019, the Village Council is scheduled to hold a public hearing and consider introduction 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.

As required by the Zoning Code, the public hearing was noticed in the February 28, 2019 edition of the Winnetka Current, and a mailed notice has been sent to property owners within 250 feet of the properties proposed to be removed from the Overlay District. In addition, a courtesy noticed has been mailed to all property owners within the commercial districts. Staff has also sent a courtesy email to businesses in the districts and other interested parties. Though staff has received a few inquiries regarding what the proposed amendments mean, as of the writing of this memo, the Village has not received any written correspondence on the proposed amendments from the public.

The Village Council previously discussed amending the Overlay District at its March 13, July 10, October 9, 2018 study sessions and its January 15, 2019 study session. The proposed amendments are the result

of the Council’s discussion of the Overlay District at these meetings. At the January 15, 2019, meeting, the Council provided direction regarding further changes to proposed amendments and directed staff to prepare an ordinance for public hearing and consideration. Those further changes have been incorporated into the attached draft ordinance. Since the January meeting, Village staff has worked with the Village Attorney to prepare the proposed amendments in ordinance format. As part of that process, the Village Attorney has reviewed the proposed language and has made some changes, such as refining the language to some of the proposed land use definitions so as to make them more land use regulatory-based.

PROPOSED AMENDMENTS

The following is a summary of the proposed amendments to the Commercial Districts. As previously noted, a copy of Ordinance MC-01-2019 can be found in Attachment A.

Minor Changes for Readability

It should be noted that in addition to the more substantive changes summarized below, the proposed text amendments also include some other changes to assist with a better understanding of the list of allowed land uses in the Commercial Districts. These proposed changes include the consolidation of similar land uses and updating terminology. For example, the following uses have been combined into one category of use “Apparel, fur, leather goods, jewelry, shoe or accessories store”. You will note in the proposed amendments there are a significant number of these amendments. Also the land use category “Printing shop with retail” has been updated and would be called “Shipping, mailing or printing center (may include related office services)”.

The following summarizes the more substantive changes.

New Definitions for Certain Land Uses

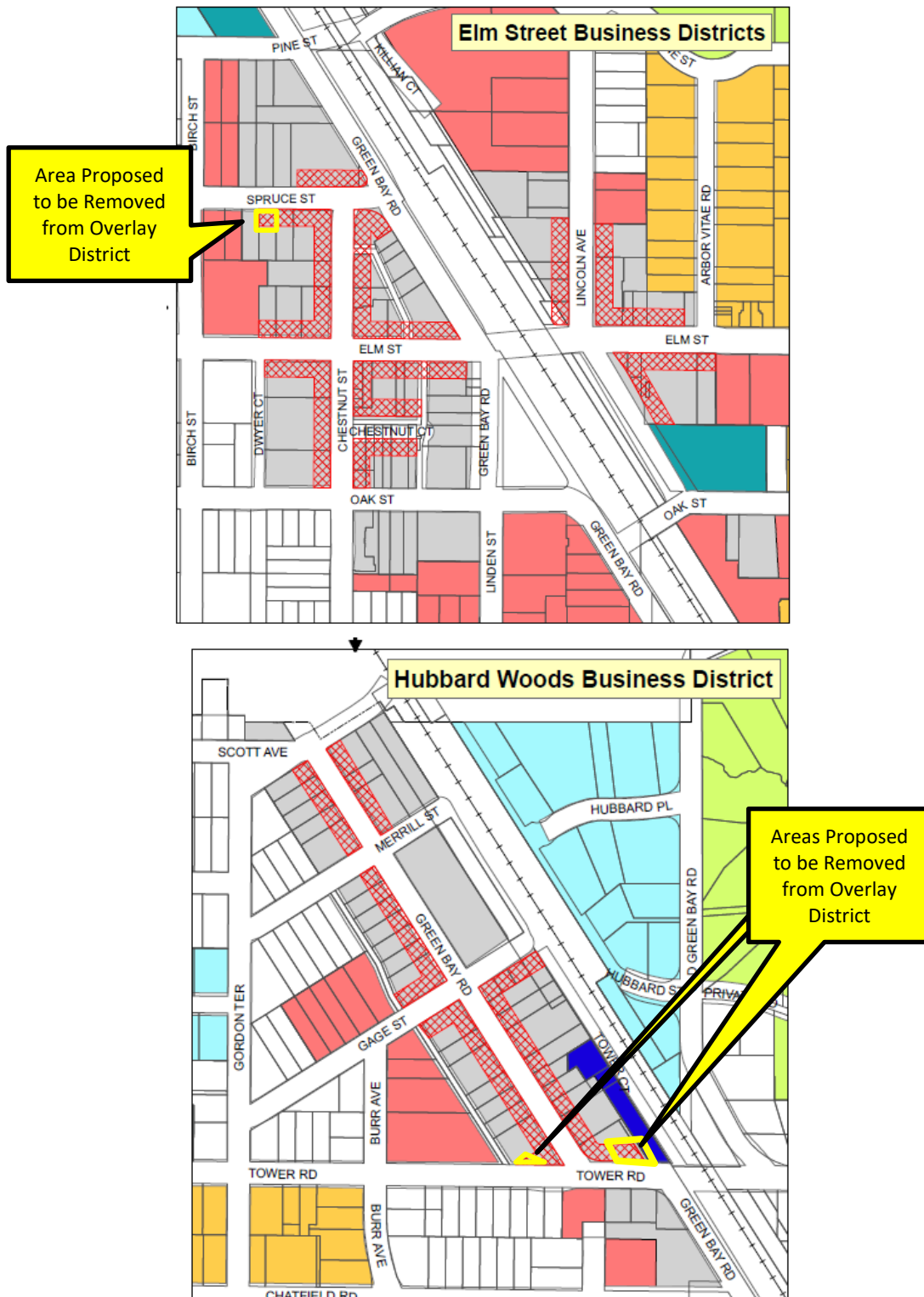
The Zoning Ordinance is proposed to be amended to include new definitions for the following currently allowed land uses as well as new land uses that currently are not allowed in the Commercial Districts but would be allowed with the proposed amendments. New land uses are noted with the term “New” in parenthesis:

- | | |
|--|--|
| a) Artisan and maker space (New); | g) Educational services (New); |
| b) Arts, dancing, music and other artistic activities; | h) Health club; |
| c) Brew pub (New); | i) Personal fitness studios (New); |
| d) Business or commercial school; | j) Medical/dental clinic; |
| e) Co-working spaces (New); | k) Fast food restaurant; |
| f) Educational therapy and counseling services; | l) Limited service/fast casual restaurant (New). |
| | m) Standard restaurant |

Overlay District Boundary Changes

Currently specific properties are zoned the Overlay District in the Elm Street Business District and the Hubbard Woods Business District. The Overlay District consists of the first fifty (50) feet of lot depth from the front property line of specifically identified lots. The underlying zoning for the entire lot is the C-2 District. The two maps on the following page show the boundaries of the Overlay District in these two business districts and note areas that are proposed to be removed from the Overlay District. Once the

areas are removed from the Overlay District, the properties would be subject to only the underlying C-2 District requirements.



Overlay District Land Uses to be Reclassified from “Permitted Use” to “Special Use”

Proposed changes would require the following uses, which are currently allowed by right in the Overlay District, to be subject to consideration as a special use in the Overlay District.

- a) Barber shop, beauty salon, hair salon, day spa, nail salons, skin care and related services;
- b) Laundry and dry cleaning receiving store;
- c) Tailor shop, dressmaking or shoe or hat repair;
- d) 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.
- e) Interior design offices

(Note: Interior design offices with or without accessory retail component would require special use approval; however, a retail store (e.g. furniture store, carpet store, home accessories store, etc.) that provides incidental design services would be allowed as a permitted use);

A use designated as a special use, requires prior review by the Plan Commission and approval by the Village Council before such a use can occupy a space. Existing businesses that fall within one of these land use categories would be allowed to continue to operate in its existing space without needing to seek special use approval. If one of these existing uses wished to expand the amount of space it wanted to occupy or relocate to a new space in the Overlay District, it would first need to seek special use approval for those changes from the Village.

Proposed New Land Uses to be Allowed in the C1 District, the C2 District, or the Overlay District

The following land uses are proposed to be added to list of permitted uses and special uses:

Table of Uses	C-1 Neighborhood Commercial	C-2 General Retail	C-2 Commercial Overlay
P = Permitted uses; SU = Special uses; NO = Not permitted			
Brew Pub	NO	P	P
Restaurant, limited service/fast casual	P	P	P
Artisan or maker space	P	P	SU
Co-working space	P	P	SU
Personal fitness facility	NO	P	SU
Arts, dancing, music, and other artistic activities	P	P	P
Educational services	P	P	SU

Standards for Special Uses in the Overlay District

When the Plan Commission and Village Council are considering a request to allow a special use to locate on a specific property, the applicant must demonstrate that the special use meets a set of identified standards. In Winnetka, the Village has two sets of special uses standards: 1) those that are applicable to special uses anywhere in the community, including the Overlay District, and 2) additional standards applicable to special uses only within the Overlay District. Special uses in the Overlay District must meet both sets of standards.

The amendments are proposed to make the special use permits standards more clear. The proposed standards would read as follows:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

SUMMARY

As previously noted, the Village Council is scheduled to hold a public hearing and consider introduction 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 – January 15, 2019, Village Council Meeting Minutes

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 _____, 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 used in a hoteling model and used by individuals who are telecommuters, freelancers, self-employed or small businesses. Such office space 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. Co-working space may include fabrication of tools or equipment using a three-dimensional printer, prototype design, editing and similar equipment, but do not include the uses of tools and equipment that generate noise or pollutants in excess of what is customary in a typical office environment.

* * *

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.

* * *

Additions are bold and double underlined; deletions are struck through.

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~~ast ~~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 casual. 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.

* * *

Additions are bold and double underlined; deletions are struck through.

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.~~

Additions are bold and double underlined; ~~deletions are struck through.~~

- 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 WTSP, Wireless Telecommunications

Additions are bold and double underlined; ~~deletions are struck through.~~

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

Additions are bold and double underlined; deletions are struck through.

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 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~~

Additions are bold and double underlined; ~~deletions are struck through.~~

~~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]

Additions are bold and double underlined; deletions are struck through.

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

Additions are bold and double underlined; deletions are struck through.

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
<u>Barber shop, beauty salon, hair salon, or day spa, including nail salons, skin care and related services</u> Beauty salon or day spa, including nail salons, skin care and related services	P	P	P <u>SU</u>
Laundry and dry cleaning receiving store (<u>dry-cleaning not performed on premises</u>) (processing not performed on premises)	P	P	P <u>SU</u>
Photography studio	P	P	P
Picture framing (retail only)	P	P	P
<u>Shipping, mailing or printing center (may include related office services)</u> 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, <u>or shoe or hat repair</u>	P	P	P <u>SU</u>
Tanning salon	SU	SU	SU
Taxidermy shop	<u>SU</u>	P <u>SU</u>	SU
Travel agency	P	P	SU
Upholstery shop and furniture repair/refinishing	P	P	SU
Weight loss clinic / diet center (<u>Not-including, personal training, fitness studios, or similar forms of physical activity.</u>)	SU <u>P</u>	SU <u>P</u>	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
<u>Apparel, fur, leather goods, jewelry, shoe or accessories store</u> Apparel store	P	P	P
<u>Apparel, formalwear, and tuxedo rental (dry-cleaning not performed on premises)</u> Apparel rental, not including cleaning	P	P	P
<u>Appliance (household) sales (may include repair when incidental to retail)</u> Appliance service, repair or sales	P	P	P
<u>Art, craft, fabric, or hobby supply store</u> Art, craft, or hobby supply store	P	P	P
Art gallery or studio	P	P	P
<u>Bath, cosmetic, or beauty supply or accessory store</u> Bath supply or accessory store	P	P	P
<u>Bicycle, camping, golf, or other outdoor leisure or sporting goods store</u> Bicycle sales service, repair or sales	P	P	P
<u>Book, newspaper, magazine, music recording, or video recording store</u> Book store	P	P	P
— Cabinet sales establishment (not including cutting, assembly, and the like)	P	P	P
<u>Camera, photography, computer, or other consumer electronic stores (may include repair when incidental to retail)</u> Camera and photo store	P	P	P
<u>Card, gift, stationery or toy store</u> Card / stationery store	P	P	P
China, glassware, ceramic or flatware shop	P	P	P
<u>Coin, stamp, precious metal, or collectible shop</u> 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
<u>Drug store or pharmacy</u> 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
<u>Florist or garden supply shop, retail (shall not include on-site greenhouse or outdoor storage)</u> Florist shop, retail (no on-site greenhouse, outdoor storage, or related horticultural activities)	P	P	P
<u>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)</u> 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
<u>Hardware, department or variety store</u> 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
<u>Pet shop and supplies (may include incidental services such as grooming, but may not include animal boarding or kennel services)</u> 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
<u>Meat, fish, poultry, delicatessen, or other specialty food or beverage store or market (may include catering services incidental to retail services)</u> 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				
<u>Brew Pub</u>		<u>NO</u>	<u>P</u>	<u>P</u>
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 <u>(See Section 14.44.030B)</u>		SU	SU	SU
<u>Restaurant, limited service/fast casual</u>		<u>P</u>	<u>P</u>	<u>P</u>
Restaurant, standard		P	P	P
<u>Specialty food and beverage shop with seating</u>		<u>P</u>	<u>P</u>	<u>P</u>
G. FINANCIAL USES				
Accounting, auditing and bookkeeping services		P	P	SU
<u>Bank or credit unions without drive-through facilities</u> Banks without drive-through facilities		SU	P	SU
<u>Bank or credit unions with drive-through facilities</u> 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

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			
I. OFFICE AND PROFESSIONAL USES				
Business association office		P	P	SU
<u>Consulting, marketing, advertising, attorney, architect, engineering and similar professional services.</u>		<u>P</u>	<u>P</u>	<u>SU</u>
General offices		P	P	SU
<u>Interior design offices</u>		<u>P</u>	<u>P</u>	<u>SU</u>
<u>Newspaper, magazine or other publishing offices.</u> 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
<u>Dental, medical, or optical laboratory as a principle use.</u> Dental laboratory		P	P	SU
Home health care provider's offices		P	P	SU
<u>Medical and dental offices</u> 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 <u>(See Section 14.44.030B)</u>		SU	SU	SU
Motor vehicle battery and tire sale and service		SU	SU	SU
Parking lot as a principal use <u>(See Section 14.44.030B)</u>		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) <u>(See Section 14.44.030B)</u>		SU	SU	SU
Railroad passenger station		SU	SU	SU
L. MATERIAL SUPPLY AND CONSTRUCTION USES				
<u>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</u>		<u>P</u>	<u>P</u>	<u>SU</u>
—— 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		<u>P</u>	<u>P</u>	<u>SU</u>
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				
<u>Artisan or maker space</u>		<u>P</u>	<u>P</u>	<u>SU</u>
<u>Co-working space</u>		<u>P</u>	<u>P</u>	<u>SU</u>
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
<u>Personal fitness facility</u>		<u>NO</u>	<u>P</u>	<u>SU</u>
Ticket agency (amusements)		P	P	P
Q. EDUCATIONAL USES				
Business or commercial school		P	P	SU
<u>Arts, dancing, music, and other artistic activities</u> Dancing, music, or language academy		P	P	<u>P</u> SU
<u>Educational Services</u>		<u>P</u>	<u>P</u>	<u>SU</u>
Educational therapy and counseling service		P	P	SU

Additions are bold and double underlined; deletions are struck through.

MINUTES EXCERPTS
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
January 15, 2019

(Approved: February 4, 2019)

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, January 15, 2019, at 7:00 p.m.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 p.m. Present: Trustees Andrew Cripe, Robert Dearborn, Penfield Lanphier, Scott Myers, John Swierk, and Anne Wedner. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Peter Friedman, Police Chief Marc Hornstein, Community Development Director David Schoon, Assistant Community Development Director Brian Norkus, Economic Development Coordinator Cindy Plante, Associate Planner Chris Marx, and approximately 15 persons in the audience.

11) New Business.

- b) C-2 Commercial Overlay District. Mr. Schoon reviewed the Council's previous discussions on the C-2 Commercial Overlay District (Overlay), which included direction to examine boundary areas; revise the Special Use standards; and modify the list of uses allowed by right in the Overlay.

Mr. Schoon reviewed a list of areas in the Elm Street and Hubbard Woods business districts that could potentially be removed from the Overlay. He noted that reducing the Overlay boundaries slightly could create stronger retail corridors.

The Council discussed the boundary recommendations, and agreed to remove the north side of Tower Road 50 feet east and west of Green Bay Road; and Savocchi Glass on Spruce Street. It was agreed that several of the other recommended areas would be valuable to have in the Overlay in the event their current uses change in the future; and others will benefit from nearby redevelopment of One Winnetka and the Post Office site.

Louise Holland, Chair of the Landmark Preservation Commission, noted that when businesses apply for Special Use Permits (SUP) in the Overlay, they are not always transparent about their intentions. She noted that the popup store promised by Coldwell Banker does not exist, and its office has welcomed many more realtors than was indicated in the SUP application process. She added that another SUP applicant on Chestnut Street who promised enticing windows has done nothing to make his storefront interesting to passersby.

Next, the Council reviewed the proposed revisions to the land use table for the C-2 Commercial District and Overlay.

Trustee Wedner suggested removing tanning beds, as they have gone out of fashion, and replacing them with cryotherapy salons; and she noted that the Village needs to keep abreast of new trends. Trustee Myers suggested making taxidermy a special use instead of a permitted one in the C-2 District.

After a thorough discussion, including a focus on co-working spaces, the Council agreed that the proposals in the agenda materials are generally acceptable. Co-working spaces should be changed to a special use in the Overlay instead of allowed by right; and taxidermy shops should be changed to a special use in the C-2 district. Staff was requested to ensure the definition of co-working space makes clear the business is intended for free-lance, self-employed people, and individuals who telecommute.

The Council was also in agreement to accept the recommendations for definitions and Special Use standards contained in the agenda materials.

Mr. Schoon explained that the next steps are drafting the proposed Zoning Ordinance amendments and holding a Public Hearing on the amendments before the Council. The Trustees requested that the Village send notice to all property owners in the Overlay about the Public Hearing and proposed zoning changes.



Agenda Item Executive Summary

Title: Resolution No. R-28-2019: 1025 & 1035 Sheridan Road - Amendment to CS Lakeside Consolidation Final Plat (Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 03/19/19

Consent: ☐ YES ☒ NO

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

Item History:

December 4, 2018 - Council adopted Ordinance No. M-22-2018 approving the final plat of subdivision to consolidate the two lots as well as a variation to allow the consolidated lot to provide an average lot width less than the minimum required lot width.

Executive Summary:

On March 19, 2019, the Village Council is scheduled to consider an updated plat of consolidation in response to a request submitted by Chicago Title Land Trust Company, as Trustee under Trust Agreement dated February 13, 2018 and known as Trust #8002377155 (the "Applicant"). On December 4, 2018, the Village Council adopted Ordinance No. M-22-2018 approving the consolidation of 1025 Sheridan Road and 1035 Sheridan Road into a single Lot of Record (the "Subject Property"). Since that time the Applicant has requested changes to the plat of consolidation in response to plans to vacate portions of the existing 20-foot easement for ingress/egress and to relocate a transformer and associated electric cable. The easement for ingress/egress serves 1025, 1035, 1045 and 1055 Sheridan Road.

The Applicant is proposing vacation of the easternmost portion of the 20-foot easement for ingress/egress that extends south onto the Subject Property. Additionally, the Applicant is proposing to release their rights to that portion of the easternmost portion of the easement for ingress/egress that extends north of the Subject Property onto 1045 Sheridan Road and 1055 Sheridan Road. This portion of the easement for ingress/egress would remain, the Applicant would simply release their rights of access to that portion of the easement.

During staff review of the updated consolidation plat it was determined that additional utility easements should be provided as some utilities are in the existing easement for ingress/egress and the applicant is proposing to relocate some utilities. As requested by staff, the Applicant has provided the following additional utility easements on the amended plat of consolidation:

1. Extend the existing north-south 5-foot utility easement along the lot line between the 1025 Sheridan lot and the 1035 Sheridan lot to the north lot line of the 1035 Sheridan lot;
2. Establish a utility easement in the southerly portion of the easement for ingress/egress that currently exists on the west and north sides of the 1025 Sheridan lot; and
3. Amend the previously approved 10-foot utility easement along the south line of the 1025 Sheridan lot to a 5-foot utility easement.

Executive Summary (continued):

The transformer currently located on the north side of the 1035 Sheridan lot is not located within an easement. The proposed plan includes relocating this transformer into the extended north-south 5-foot utility easement between the 1025 and 1035 Sheridan lots. A new high-voltage power line would be installed from Sheridan Road down the existing private roadway to the new transformer. This also requires a new electrical service from the new transformer to the residence located at 1045 Sheridan Road.

Included in the Applicant's written explanation are signed acknowledgement and consents from the owners of 1045 Sheridan Road and 1055 Sheridan Road.

Recommendation:

Consider adoption of Resolution No. R-28-2019.

The Resolution would approve an updated plat of consolidation of 1025 Sheridan Road and 1035 Sheridan Road.

Attachments:

Attachment A: Resolution No. R-28-2019

Attachment B: Application Materials

Attachment C: Ordinance No. M-22-2018 adopted on December 4, 2018

ATTACHMENT A

RESOLUTION NO. R-28-2019

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION AND A VARIATION FROM THE WINNETKA ZONING ORDINANCE FOR A PROPOSED CONSOLIDATION (1025 and 1035 Sheridan Road)

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

WHEREAS, Chicago Title Land Trust Company, as Trustee under Trust Agreement dated February 13, 2018 and known as Trust Number 8002377155 ("**Applicant**"), is the record title owner of the adjoining parcels of real property commonly known as 1025 Sheridan Road, which consists of 22,525 square feet, and 1035 Sheridan Road, which consists of 48,974 square feet, in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Resolution (collectively, the "**Subject Property**"); and

WHEREAS, the Subject Property is located within the R-2 Single Family Residential District of the Village ("**R-2 District**"); and

WHEREAS, the Subject Property consists of two of the lots created by the Woodgate Hill Subdivision ("**Prior Plat**"), which Prior Plat was approved by the Village Council on December 20, 1955; and

WHEREAS, the Applicant desires to consolidate the Subject Property ("**Proposed Consolidation**") into one lot of record consisting of 71,499 square feet ("**Proposed Lot**"); and

WHEREAS, on December 4, 2018, and after duly noticed public hearings before the Village's Plan Commission and Zoning Board of Appeals, the Village approved Ordinance No. M-22-2018 ("**Prior Ordinance**"), (i) approving a plat of consolidation for the Subject Property ("**Consolidation Plat**"); and (ii) a zoning variation from Section 17.30.020 of the Zoning Ordinance to permit the Proposed Consolidation of the Subject Property with the Proposed Lot having a lot width of 112.95 feet ("**Variation**"); and

WHEREAS, after approval of the Prior Ordinance, but prior to the execution and recording of the Consolidation Plat, the Applicant determined that (i) certain easements set forth on the Prior Plat and the Consolidation Plat should be vacated; and (ii) new easements should be dedicated; and

WHEREAS, instead of executing the Consolidation Plat, the Applicant has submitted an updated plat of consolidation for the Subject Property ("**Updated Consolidation Plat**"); which Updated Consolidation Plat vacates certain easements and sets forth new easements for ingress, egress, and utilities; and

WHEREAS, because the Updated Consolidation Plat affects easements benefiting 1045 and 1055 Sheridan Road ("**Neighboring Properties**"), the Neighboring Properties are required to consent to, and execute, the Updated Consolidated Plat; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve the Updated Consolidation Plat and ratify the Variation, subject to and in strict accordance with the terms and conditions of this Resolution;

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

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

SECTION 2: APPROVAL OF FINAL PLAT. Subject to and contingent upon the conditions set forth in Section 4 of this Resolution, and pursuant to Sections 16.04.030 and 16.08.010 of the Subdivision Ordinance and the Village's home rule authority, the Village Council hereby approves the Updated Consolidation Plat, prepared by Greengard, Inc., and consisting of two sheets, with a latest revision date of _____, 2019, attached to and, by this reference, made a part of this Resolution as **Exhibit B**.

SECTION 3: RATIFICATION OF ZONING VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Resolution, the Variation from Section 17.30.020 of the Zoning Ordinance to permit the Proposed Consolidation of the Subject Property is hereby granted and ratified, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. Compliance with Subdivision Ordinance. The approvals granted in Section 2 and 3 of this Resolution are subject to and conditioned upon compliance with, and the inclusion of all of the information required by Chapter 16.08 of the Subdivision Ordinance.
- B. Compliance with Regulations. Except to the extent specifically provided otherwise in this Resolution, the development, use, and maintenance of the Proposed Consolidation and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of the Prior Ordinance and this Resolution. Payment of all such fees, costs, and expenses for which demand has

been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 5: EXECUTION OF FINAL PLAT. The Village Council hereby authorizes and directs the Village President and the Village Clerk, upon satisfaction of the conditions set forth in Section 4 of this Resolution, to execute and attest, on behalf of the Village, the Updated Consolidation Plat.

SECTION 6: RECORDATION OF FINAL PLAT. Upon execution of the Updated Consolidation Plat by the Village President and the Village Clerk, as provided in Section 5 of this Resolution, the Village Clerk is hereby directed to cause the Updated Consolidation Plat to be recorded in the office of the Cook County Recorder of Deeds.

SECTION 7: RECORDATION OF RESOLUTION; BINDING EFFECT. A copy of this Resolution will be recorded with the Cook County Recorder of Deeds. This Resolution and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 8: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Resolution, in addition to all other remedies available to the Village, the approvals granted in Section 2 and 3 of this Resolution will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Section 2 and 3 of this Resolution unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 9: AMENDMENTS. Any amendment to this Resolution may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

SECTION 10: SEVERABILITY. If any provision of this Resolution or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Resolution shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Resolution to the greatest extent permitted by applicable law.

SECTION 11: **EFFECTIVE DATE.**

A. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

B. The Approvals set forth in Sections 2 and 3 of this Resolution will be effective only upon: (i) the filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit C** attached to and, by this reference, made a part of this Resolution to accept and abide by each and all of the terms, conditions, and limitations set forth in this Resolution and to indemnify the Village for any claims that may arise in connection with the approval of this Resolution; and (ii) the approval and recording of the Updated Consolidation Plat.

C. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 11.B of this Resolution within 60 days after the date of passage of this Resolution by the Village Council, the Village Council shall have the right, in its sole discretion, to declare the Approvals granted in this Resolution null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

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

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 3 IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN THE SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 2 IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN THE SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM THE MOST NORTHERLY CORNER OF LOT 3 IN WOODGATE HILLS SUBDIVISION AFORESAID TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2 WHICH POINT IN 6.5 FEET (AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2) NORTHEASTERLY OF THE MOST EASTERLY CORNER OF SAID LOT 3 IN COOK COUNTY, ILLINOIS.

P.I.N. 05-17-203-037-0000

Commonly known as 1025 Sheridan Road, Winnetka, Illinois.

PARCEL 1:

LOT 2 (EXCEPT THEREFROM THAT PART LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM MOST NORTHERLY CORNER OF LOT 3 IN WOODGATE HILL SUBDIVISION TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2, WHICH POINT IS 6 ½ FEET (AS MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2) NORTHEASTERLY OF MOST EASTERLY CORNER OF SAID LINE OF SAID LOT 3) IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SHOWN ON AND ESTABLISHED BY PLAT OF WOODGATE HILL SUBDIVISION RECORDED DECEMBER 22, 1955 AS DOCUMENT 16452380 (EXCEPTING THEREFROM THAT PART SAID EASEMENT WHICH FALLS IN PARCEL 1), ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 05-17-203-038-0000

Commonly known as 1035 Sheridan Road, Winnetka, Illinois.

EXHIBIT B

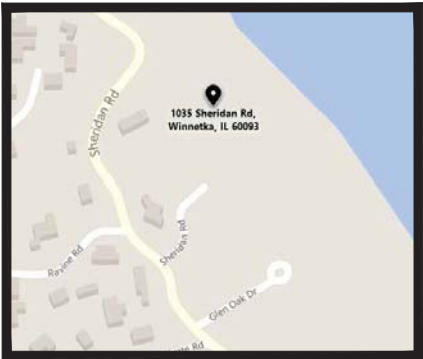
UPDATED CONSOLIDATION PLAT

(SEE ATTACHED EXHIBIT B)

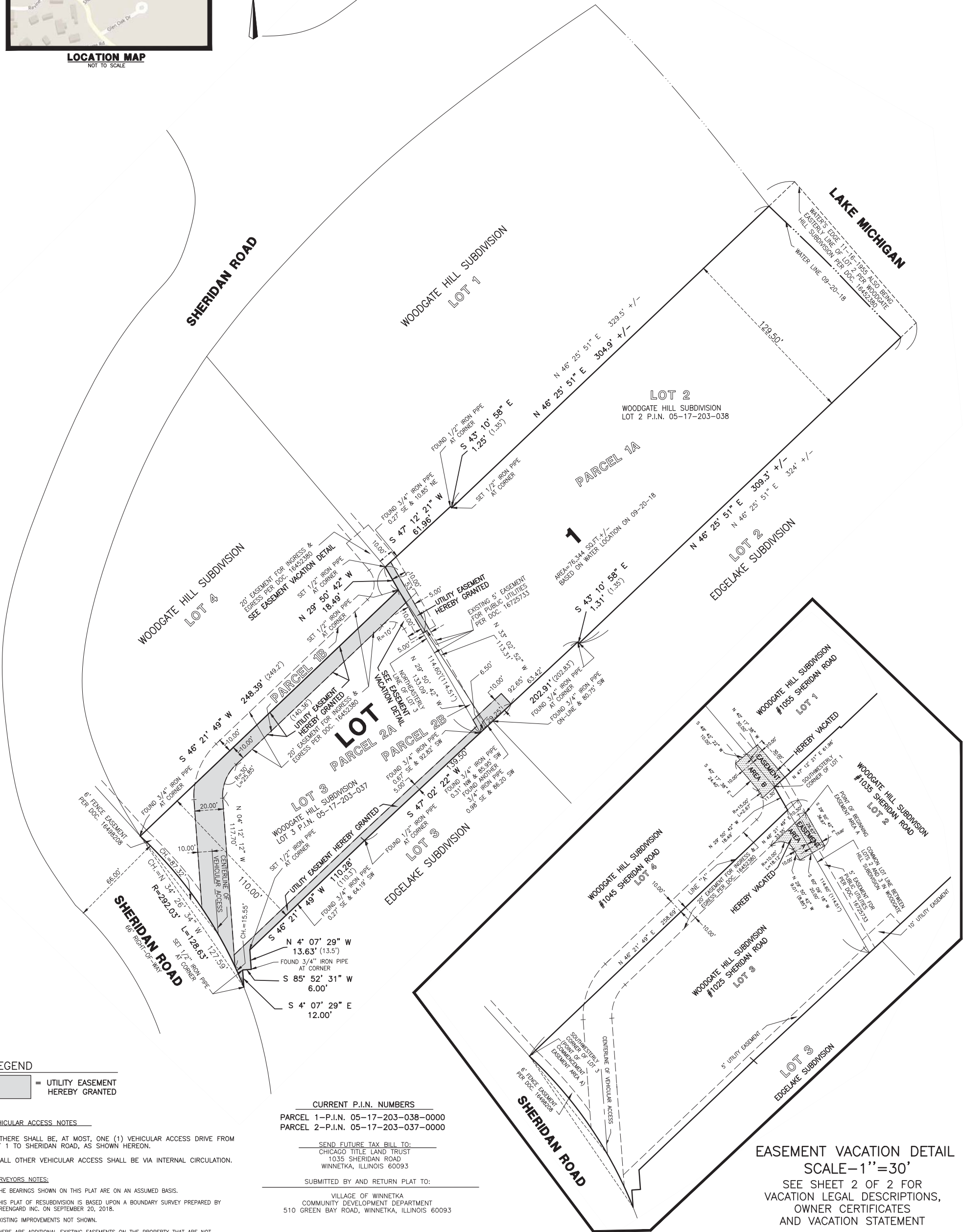
FINAL PLAT

CS LAKESIDE CONSOLIDATION

BEING A CONSOLIDATION OF LOTS 2 AND 3 IN WOODGATE HILL SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



LOCATION MAP NOT TO SCALE



LEGEND

[Shaded Box] = UTILITY EASEMENT HEREBY GRANTED

- VEHICULAR ACCESS NOTES**
1. THERE SHALL BE, AT MOST, ONE (1) VEHICULAR ACCESS DRIVE FROM LOT 1 TO SHERIDAN ROAD, AS SHOWN HEREON.
 2. ALL OTHER VEHICULAR ACCESS SHALL BE VIA INTERNAL CIRCULATION.

- SURVEYORS NOTES:**
1. THE BEARINGS SHOWN ON THIS PLAT ARE ON AN ASSUMED BASIS.
 2. THIS PLAT OF RESUBDIVISION IS BASED UPON A BOUNDARY SURVEY PREPARED BY GREENGARD INC. ON SEPTEMBER 20, 2018.
 3. EXISTING IMPROVEMENTS NOT SHOWN.
 4. THERE ARE ADDITIONAL EXISTING EASEMENTS ON THE PROPERTY THAT ARE NOT SHOWN HEREON. COPIES OF SAID EASEMENTS COULD NOT BE FURNISHED.

GENERAL NOTES:

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.

CURRENT P.I.N. NUMBERS

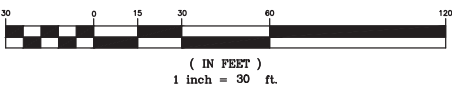
PARCEL 1—P.I.N. 05-17-203-038-0000
PARCEL 2—P.I.N. 05-17-203-037-0000

SEND FUTURE TAX BILL TO:
CHICAGO TITLE LAND TRUST
1035 SHERIDAN ROAD
WINNETKA, ILLINOIS 60093

SUBMITTED BY AND RETURN PLAT TO:

VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT
510 GREEN BAY ROAD, WINNETKA, ILLINOIS 60093

GRAPHIC SCALE



EASEMENT VACATION DETAIL
SCALE—1"=30'
SEE SHEET 2 OF 2 FOR VACATION LEGAL DESCRIPTIONS, OWNER CERTIFICATES AND VACATION STATEMENT

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTIONS, CERTIFICATES AND PROVISIONS

1025 & 1035 SHERIDAN ROAD – WINNETKA, IL.

PLAT OF CONSOLIDATION

JS	03-12-19	REVISED PER VILLAGE AND COUNSEL REVIEW
JS	03-07-19	REVISED PER VILLAGE AND COUNSEL REVIEW
JS	02-20-19	REVISED PER VILLAGE AND COUNSEL REVIEW
JS	12-05-18	REVISED PER I.D.O.T. REVIEW
JS	11-16-18	REVISED DEPARTMENT OF NATURAL RESOURCES CERT.
JS	11-25-18	REVISED PER VILLAGE AND COUNSEL REVIEW
JS	11-25-18	REVISED PER VILLAGE AND COUNSEL REVIEW

DESIGNED BY:	DATE:
AW	09-20-18
CHECKED BY:	DATE:
JRS	09-21-18
APPROVED BY:	DATE:



GREENGARD, INC.
Engineers • Surveyors • Planners
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615
PHONE: 847-634-3883
FAX: 847-634-0887

SCALE:	1"=30'
DRAWING No.	64225
SHEET	1 OF 2

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTIONS, CERTIFICATES AND PROVISIONS
1025 & 1035 SHERIDAN ROAD – WINNETKA, IL.
PLAT OF CONSOLIDATION

CS LAKESIDE CONSOLIDATION

BEING A CONSOLIDATION OF LOTS 2 AND 3 IN WOODGATE HILL SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#1025/#1035 OWNER

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF _____

THIS IS TO CERTIFY THAT THE CHICAGO TITLE LAND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER A TRUST AGREEMENT DATED FEBRUARY 13, 2018 AND KNOWN AS TRUST NO. 800237715 IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND NOT INDIVIDUALLY BUT AS SUCH TRUSTEE HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND THE SAID CORPORATION, NOT INDIVIDUALLY BUT AS TRUSTEE, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

THIS IS TO ALSO CERTIFY THAT AS OWNER OF THE PROPERTY DESCRIBED AS CS LAKESIDE CONSOLIDATION AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE EXTENDED TO THE BEST OF OUR KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH EACH OF THE FOLLOWING LOTS LIE.

SCHOOL DISTRICTS	LOT NUMBERS
ELEMENTARY SCHOOL DISTRICT NO. 36	} ALL LOTS
NEW TIER TOWNSHIP HIGH SCHOOL DISTRICT NO. 203	

DATED THIS _____ DAY OF _____, A.D. 20____

SIGNED _____

TITLE _____

ATTEST: _____

TITLE _____

NOTARY CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF _____

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY, THAT _____ AND _____ ON BEHALF OF CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER A TRUST AGREEMENT DATED FEBRUARY 13, 2018 AND KNOWN AS TRUST NUMBER 800237715, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER FREE AND VOLUNTARY ACT OF SAID TRUST, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS _____ DAY OF _____, A.D. 20____

NOTARY PUBLIC

PRINT NAME _____

MY COMMISSION EXPIRES ON _____, 20____

#1045 OWNER

OWNER'S CERTIFICATE

THE DECLARATION OF TRUST OF ROBERT P. SCALES DATED MARCH 12, 2003

BY: _____
NAME: ROBERT P. SCALES
ITS: TRUSTEE

THE DECLARATION OF TRUST OF MARY E. KEEFE DATED MARCH 12, 2003

BY: _____
NAME: MARY E. KEEFE
ITS: TRUSTEE

STATE OF ILLINOIS } SS
COUNTY OF _____

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY, THAT ROBERT P. SCALES, TRUSTEE OF THE DECLARATION OF TRUST OF ROBERT P. SCALES DATED MARCH 12, 2003, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT OF SAID TRUST, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2019.

NOTARY

MY COMMISSION EXPIRES: _____

STATE OF ILLINOIS } SS
COUNTY OF _____

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY, THAT MARY E. KEEFE, TRUSTEE OF THE DECLARATION OF TRUST OF MARY E. KEEFE DATED MARCH 12, 2003, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HER FREE AND VOLUNTARY ACT OF SAID TRUST, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2019.

NOTARY

MY COMMISSION EXPIRES: _____

#1055 OWNER

OWNER'S CERTIFICATE

THE JILL R. FITZGERALD REVOCABLE TRUST DATED OCTOBER 7, 2009, AS AMENDED

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS } SS
COUNTY OF _____

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY, THAT _____, TRUSTEE OF THE JILL R. FITZGERALD REVOCABLE TRUST DATED OCTOBER 7, 2009, AS AMENDED, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT SHE/HIS SIGNED AND DELIVERED THE SAID INSTRUMENT AS HER/HIS FREE AND VOLUNTARY ACT OF SAID TRUST, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2019.

NOTARY

MY COMMISSION EXPIRES: _____

LEGAL DESCRIPTIONS OF VACATING INGRESS AND EGRESS EASEMENTS

EASEMENT AREA A

THAT PART OF LOTS 2 AND 3 IN WOODGATE HILL SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1955 AS DOCUMENT 16452380, BEING PART OF AN EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON AND ESTABLISHED BY SAID PLAT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE NORTH 46 DEGREES 21 MINUTES 49 SECONDS EAST, ALONG A NORTHWESTERLY LINE OF SAID LOT 3 AND ITS NORTH-EASTERLY EXTENSION, 258.69 FEET, SAID LINE HEREINAFTER REFERRED TO AS LINE "A"; THENCE SOUTH 29 DEGREES 50 MINUTES 42 SECONDS EAST, ALONG A LINE THAT IS 10.00 FEET NORTHWESTERLY OF AND PARALLEL TO THE COMMON LOT LINE BETWEEN SAID LOTS 2 AND 3, 10.30 FEET, TO A POINT ON A LINE THAT IS 10.00 FEET SOUTHEASTLY OF AND PARALLEL TO SAID LINE "A"; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE INTENDED DESCRIPTION; THENCE SOUTH 29 DEGREES 50 MINUTES 42 SECONDS EAST, CONTINUING ALONG THE ABOVE DESCRIBED NORTHWESTERLY PARALLEL LINE, 26.47 FEET; THENCE SOUTH 60 DEGREES 09 MINUTES 18 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE NORTH 29 DEGREES 50 MINUTES 42 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 9.01 FEET, (8.85' RECORD), TO A POINT OF CURVATURE, THENCE NORTHWESTERLY, ON A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 10.00 FEET, AN ARC DISTANCE OF 18.12 FEET, TO A POINT ON A LINE THAT IS 10.00 FEET SOUTHEASTLY OF AND PARALLEL TO SAID LINE "A"; THENCE NORTH 46 DEGREES 21 MINUTES 49 SECONDS EAST, ALONG THE AFORESAID PARALLEL LINE 33.35 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT AREA B

THE SOUTHWESTERLY 10.00 FEET OF THE SOUTHEASTERLY 30.00 FEET, (AS MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY AND SOUTHERLY LINES THEREOF) OF LOT 1, TOGETHER WITH THAT PART OF LOT 4 OF WOODGATE HILL SUBDIVISION, OF PART 1-1 IN THE SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID PLAT, TOGETHER BEING PART OF AN EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON AND ESTABLISHED BY SAID WOODGATE HILL SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1 ALSO BEING A BEND IN THE NORTHWESTERLY LINE OF SAID LOT 4; THENCE NORTH 40 DEGREES 17 MINUTES 38 SECONDS WEST, (ASSUMED), ALONG A NORTHWESTERLY LINE OF SAID LOT 4, 30.00 FEET; THENCE SOUTHWESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 10.00 FEET; THENCE SOUTHEASTLY, ALONG A LINE 10.00 FEET SOUTHWESTERLY OF AND PARALLEL TO THE AFORESAID NORTHWESTERLY LINE OF SAID LOT 4, 24.40 FEET, TO A POINT OF CURVATURE, THENCE SOUTHEASTLY ON A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET AND AN ARC DISTANCE OF 6.27 FEET, TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE NORTH 47 DEGREES 12 MINUTES 21 SECONDS EAST, ALONG THE AFORESAID SOUTHWESTERLY EXTENSION, 11.30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

NOT DISTRICT ENGINEER CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF SECTION 2 OF "AN ACT TO REVISE AND AMEND THE RELATIONS OF THE STATE OF ILLINOIS TO A PLAN THAT MEETS REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DATED THIS _____ DAY OF _____, A.D. 20____

By: _____
ANTHONY J. QUIGLEY, P.E.
REGION ONE ENGINEER

ILLINOIS DEPARTMENT OF NATURAL RESOURCES CERTIFICATE OF STATE OF ILLINOIS

APPROVED BY THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF ILLINOIS INsofar AS THIS CONSOLIDATION PLAT, SHOWING LOGS BORDERING UPON OR INCLUDING PUBLIC WATERS OF THE STATE OF ILLINOIS, RELATES TO THE PROVISIONS OF 615 ILS CS 7/1, "A" IN RELATION TO THE REGULATION OF RIVERS, LAKES, AND STREAMS OF THE STATE OF ILLINOIS" APPROVED JUNE 10, 1911, AS AMENDED, REQUIRING REVIEW AND APPROVAL BY SAID DEPARTMENT AS TO THE BOUNDARY LINE BETWEEN PRIVATE INTERESTS AND PUBLIC INTERESTS.

DATED AT SPRINGFIELD, ILLINOIS THIS _____ DAY OF _____, A.D. 20____

APPROVED: _____
DIRECTOR

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20____

By: _____
VILLAGE ENGINEER

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK

I, _____, VILLAGE COLLECTOR OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREON THAT HAVE BEEN APPORTIONED AGAINST THE TRACT INCLUDED IN THIS PLAT, OF CONSOLIDATION.

DATED THIS _____ DAY OF _____, A.D. 20____

By: _____
VILLAGE COLLECTOR

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK

APPROVED BY THE DIRECTOR OF WATER AND ELECTRIC DEPARTMENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20____

By: _____
WATER AND ELECTRIC DIRECTOR

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK

APPROVED BY THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS, PLAN COMMISSION

DATED THIS _____ DAY OF _____, 20____

By: _____
PLAN COMMISSION CHAIRMAN

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK

APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20____

By: _____
VILLAGE PRESIDENT

ATTEST: CLERK

EASEMENT VACATION STATEMENT

VACATION OF EASEMENT AREAS A AND B, THE 1045 OWNER AND 1055 OWNER HEREBY VACATE, RELEASE, AND EXTINGUISH ALL OF THEIR RIGHT, TITLE AND INTEREST IN AND TO EASEMENT AREA A, THE 1025/1035 OWNER HEREBY VACATES, RELEASES, AND EXTINGUISHES ITS RIGHT, TITLE AND INTEREST IN AND TO EASEMENT AREA B. NO PARTY SHALL HAVE ANY RIGHT TO USE OF ANY PORTION OF THE EASEMENT AREA VACATED BY IT PURSUANT TO THIS PLAT NOR SHALL SUCH PARTY HAVE ANY FURTHER OBLIGATIONS FOR MAINTENANCE, REAL ESTATE TAXES OR OTHER LIABILITIES ARISING OUT OF THE PORTION OF THE EASEMENT AREA VACATED BY SUCH PARTY PURSUANT TO THIS PLAT. NOTHING CONTAINED HEREIN, HOWEVER, SHALL BE DEEMED TO ALTER, AMEND OR RELEASE ANY OF THE OWNERS' RIGHTS IN ANY OTHER PORTION OF THE EASEMENT AREA EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN.

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF WINNETKA FOR PUBLIC UTILITIES IN, UPON, ALONG, OVER, AND UNDER THOSE PARTS OF THE LOTS INDICATED ON THIS PLAT AND MARKED "UTILITY EASEMENT": TO INSTALL, CONSTRUCT, LAY, MAINTAIN, OPERATE, RELOCATE, RENEW, AND REMOVE NECESSARY EQUIPMENT FOR PUBLIC UTILITY PURPOSES, TOGETHER WITH THE RIGHTS ON INGRESS TO AND EGRESS FROM THE EASEMENT, THE RIGHT TO TRIM AND REMOVE SUCH TREES, BUSHES, SHRUBS AND LANDSCAPING, AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE INSTALLATION AND MAINTENANCE OF UTILITY FACILITIES. THE EASEMENT MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, FENCES, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF THE EASEMENT, BUT NO PERMANENT BUILDINGS OR STRUCTURES OTHER THAN DRIVEWAY AND SIDEWALK SURFACES SHALL BE PLACED ON THE EASEMENTS. THE VILLAGE HAS THE RIGHT TO REMOVE, AND NO OBLIGATION TO REPAIR, REPLACE, OR RESTORE ANY GARDENS, SHRUBS, LANDSCAPING, FENCES, DRIVEWAYS, SIDEWALKS, OR OTHER IMPROVEMENTS MADE ON THE EASEMENTS THAT MAY BE REMOVED OR DAMAGED BY THE VILLAGE IN ACCESSING OR USING THE EASEMENT IN ACCORDANCE WITH THE TERMS OF THIS PLAT.

SURVEYORS CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF LAKE

THIS IS TO STATE THAT WE GREENGARD, INC., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1A: LOT 2 (EXCEPT THEREFROM THAT PART LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM MOST NORTHERLY CORNER OF LOT 3 IN WOODGATE HILL SUBDIVISION TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2, WHICH POINT IS 6.12 FEET (AS MEASURED ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 2) NORTHEASTLY OF MOST EASTERLY CORNER OF SAID LINE OF SAID LOT 3) IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
1035 SHERIDAN ROAD, WINNETKA, ILLINOIS 60093

PARCEL AREA = 49,466 SQ.FT. +/- BASED ON WATERLINE
LOCATED ON SEPTEMBER 20, 2018
P.L.N. 09-17-203-036-0000

PARCEL 1B: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1A AS SHOWN ON AND ESTABLISHED BY PLAT OF SUBDIVISION OF WOODGATE HILL SUBDIVISION RECORDED DECEMBER 22, 1955 AS DOCUMENT 16452380 (EXCEPTING THEREFROM THAT PART OF SAID EASEMENT WHICH FALLS IN PARCEL 1A), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2A: LOT 3 IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN THE SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2B: THAT PART OF LOT 2 IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN THE SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM MOST NORTHERLY CORNER OF LOT 3 IN WOODGATE HILLS SUBDIVISION AFORESAID TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2, WHICH POINT IS 6.5 FEET (AS MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2) NORTHEASTLY OF THE MOST EASTERLY CORNER OF SAID LOT 3, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
1025 SHERIDAN ROAD, WINNETKA, ILLINOIS 60093

PARCEL AREA = 26,878 SQ.FT.
P.L.N. 05-17-203-037-0000

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

THE ABOVE DESCRIBED TRACT IS LOCATED WITHIN ZONE X, AREA OF MINIMAL FLOOD HAZARD AND ZONE AE, WITH A BASE FLOOD ELEVATION OF 585 FEET (BEACH AREA) AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 1703102511, WITH A MAP REVISION DATE OF AUGUST 19, 2008 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE VILLAGE OF WINNETKA, ILLINOIS, WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED.

DATED THIS _____ DAY OF _____, A.D. 20____

GREENGARD, INC.
111 BARCLAY BLVD., SUITE 310
LINCOLNSHIRE, ILLINOIS 60069-2906

JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/20.

PERMISSION TO RECORD

THE UNDERSIGNED HEREBY AUTHORIZES THE VILLAGE OF WINNETKA AND/OR ITS DESIGNATED AGENTS TO RECORD SAID RESUBDIVISION PLAT WITH THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON BEHALF OF THE UNDERSIGNED.

THIS _____ DAY OF _____, A.D. _____

GREENGARD, INC.
111 BARCLAY BLVD., SUITE 310
LINCOLNSHIRE, ILLINOIS 60069-2906

JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/20.

1025 & 1035 SHERIDAN ROAD, WINNETKA, ILL.

Agenda Packet 47

PLAT OF CONSOLIDATION

03-12-19 REVISED PER VILLAGE AND COUNSEL REVIEW
03-07-19 REVISED PER VILLAGE AND COUNSEL REVIEW
02-20-19 REVISED PER VILLAGE AND COUNSEL REVIEW
12-08-18 REVISED PER LEGAL COUNSEL
11-16-18 REVISED DEPARTMENT OF NATURAL RESOURCES CERT.
11-25-18 REVISED PER VILLAGE AND COUNSEL REVIEW

DESIGNED BY: DATE:
AN 09-20-18
CHECKED BY: DATE:
JRS 09-21-18
APPROVED BY: DATE:
JRS 09-21-18



GREENGARD INC.
Engineers • Surveyors • Planners
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615
PHONE: 847-434-0887 FAX: 847-434-0887
E-MAIL: 331@GREENGARDINC.COM
ILL. REGISTRATION NO. 184-020905

SHEET 2 of 2



EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Chicago Title Land Trust Company, as Trustee under Trust Agreement dated February 13, 2018 and known as Trust Number 8002377155 ("**Applicant**"), is the record title owners of the adjoining parcels of real property commonly known as 1025 Sheridan Road, which consists of 22,525 square feet, and 1035 Sheridan Road, which consists of 48,974 square feet, in Winnetka, Illinois (individually, a "**Lot**" and collectively, the "**Subject Property**"); and

WHEREAS, Applicant desires to consolidate the Subject Property into one lot of record ("**Proposed Consolidation**"); and

WHEREAS, on December 4, 2018, and after duly noticed public hearings before the Village's Plan Commission and Zoning Board of Appeals, the Village approved Ordinance No. M-22-2018 ("**Prior Ordinance**"), (i) approving a plat of consolidation for the Subject Property ("**Consolidation Plat**"); and (ii) a zoning variation from Section 17.30.020 of the Zoning Ordinance to permit the Proposed Consolidation of the Subject Property with the Proposed Lot having a lot width of 112.95 feet ("**Variation**"); and

WHEREAS, after approval of the Prior Ordinance, but prior to the execution and recording of the Consolidation Plat, the Applicant determined that (i) certain easements set forth on the Prior Plat and the Consolidation Plat should be vacated; and (ii) new easements should be dedicated; and

WHEREAS, instead of executing the Consolidation Plat, the Applicant has submitted an updated plat of consolidation for the Subject Property ("**Updated Consolidation Plat**"); which Updated Consolidation Plat vacates certain easements and sets forth new easements for ingress, easements, and utilities; and

WHEREAS, Resolution R-28-2019, adopted by the Village Council on _____, 2019 ("**Resolution**"), approved the Updated Consolidation Plat for the Proposed Consolidation and ratified the Variation; and

WHEREAS, Section 11 of the Resolution provides, among other things, that the Resolution will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Resolution, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Resolution;

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

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

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

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

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

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

Dated: _____, 2019

ATTEST:

CHICAGO TITLE LAND TRUST COMPANY, AS
TRUSTEE UNDER TRUST AGREEMENT DATED
FEBRUARY 13, 2018 AND KNOWN AS TRUST
NUMBER 8002377155

By: _____
Its: _____

By: _____
Its: _____

ATTACHMENT B

**Steve and Christine Fussell
1025/1035 Sheridan Road
Winnetka, Illinois
Explanation of Project**

The Christine W. Fussell Revocable Trust dated May 27, 2010 and the Stephen Ryan Fussell Living Trust dated January 30, 2009 are the beneficiaries of Chicago Title Land Trust dated February 13, 2018 and known as Trust No. 8002377155 (the “Applicant”) which is the titleholder of the property located at 1025 Sheridan Road, Winnetka, Illinois (the “1025 Lot”).

In September, 2018, the Applicant filed an application seeking Final Subdivision Plat approval to consolidate the 1025 Lot with the lot at 1035 Sheridan Road, Winnetka (the “1035 Lot”) which is improved with a single-family home which is the Fussell residence. On December 4, 2018 the Winnetka Village Council passed Ordinance No. M-22-2018 approving a Final Plat of Subdivision and a variation combining the 1025 Lot and 1035 Lot into a single lot of record.

Shortly after approval of the Final Plat of Subdivision but before recording the Final Plat of Subdivision, Village staff discovered that several utilities on the 1025 Lot were outside of recorded utility easements. Village staff and counsel also questioned whether the Fussells’ plan to vacate a portion of the existing driveway easement by recording a Partial Vacation of Easement Agreement would not be effective in vacating a portion of the driveway easement.

Village staff and counsel worked with the Fussells to amend the Final Plat of Subdivision to reflect the portions of the driveway easement that are being vacated as well as relocating several utility easements to reflect the actual location of utility lines. Toward that end, the Fussells with be accomplishing the following:

1. Vacation of the easternmost portion of the existing driveway easement that extends south into the 1025/1035 Sheridan properties and release of the Fussells’ rights in the portion of the driveway easement that extends north of the 1025/1035 Sheridan properties.
2. Establish a 5-10’ utility easement along the south line of the 1025 Lot (the size of the easement depending on Village staff review).
3. Extend the existing north-south 5’ utility easement running along the line between the 1025 Lot and the 1035 to the north line of the 1025 Lot.
4. Establish a 10’ utility easement in the 10’ portion of the driveway easement that currently exists on the west and north sides of the 1025 Lot.
5. Move the existing transformer box on the north side of the 1035 property into the 5’ north-south utility easement on the 1025 Lot.
6. Install a new high-voltage power line from the splice box in Sheridan Road running under the existing driveway to the new transformer box using direction boring that won’t disturb the driveway.
7. Install new electrical service from the new transformer box to the Scales residence.

The Applicant is now seeing approval of the amended Final Plat of Subdivision to reflect the partial vacation of easements and relocation of other easements. Pursuant to conversations with Village counsel, there is no need to appear again in front of the Village Planning Commission nor is there any need for a first or second reading of the proposed ordinance to approve the amended Final Plat of Subdivision.



FUCHS & ROSELLI, LTD.

March 6, 2018

Michael T. O'Connor
moconnor@fritld.com
Direct: (312) 651-2424

VIA E-MAIL

Declaration of Trust of Robert P. Scales dated March 12, 2013
Declaration of Trust of Mary E. Keefe dated March 12, 2003
1045 Sheridan Road
Winnetka, Illinois 60093
[REDACTED]

Jill R. Fitzgerald Revocable Trust dated October 7, 2009
1055 Sheridan Road
Winnetka, Illinois 60093
[REDACTED]

Re: Steve and Christine Fussell - 1025/1035 Sheridan Road, Winnetka

Dear Ladies and Gentlemen:

As you know, Steve and Christine Fussell purchased the lot at 1025 Sheridan Road, Winnetka, Illinois (the "1025 Lo") with plans to consolidate the 1025 Lot with their property at 1035 Sheridan and landscape the 1025 Lot. The Village of Winnetka previously approved the consolidation of the 1025 Lot with the 1035 Sheridan property.

Shortly before the consolidation was completed, the Village of Winnetka discovered that due to previous installation of utility lines without regard to the location of utility easements, several utility lines were located outside of recorded easements. Thus, the Village requires that either (i) the utilities be relocated; or (ii) the easements be moved to the actual locations of the utility lines.

Toward that end, Mr. and Mrs. Fussell propose to complete the following to address the Village's requests:

1. Vacation of the easternmost portion of the existing driveway easement that extends south into the 1025/1035 Sheridan properties and release of the Fussells' rights in the portion of the driveway easement that extends north of the 1025/1035 Sheridan properties.
2. Establish a 5-10' utility easement along the south line of the 1025 Lot.
3. Extend the existing north-south 5' utility easement running along the line between the 1025 Lot and the 1035 to the north line of the 1025 Lot.
4. Establish a 10' utility easement in the 10' portion of the driveway easement that currently exists on the west and north sides of the 1025 Lot.
5. Move the existing transformer box on the 1035 property into the 5' north-south utility easement on the 1025 Lot.
6. Install a new high-voltage power line from the splice box in Sheridan Road running under the existing driveway to the new transformer box using direction boring that won't disturb the driveway.
7. Install new electrical service from the new transformer box to the Scales residence.

March 6, 2019

Page 2

To assist you evaluating the work, attached is a plat that shows the location of the new easements. All of the above work would be performed in the next 90 days at the Fussells' expense and with minimum interruption to your electric service. We anticipate that your electric service will be interrupted for 1-2 hours one day and of course, we will give you advanced notice of when that interruption will occur. If you have any questions regarding the above, please do not hesitate to contact me or Mr. and Mrs. Fussell with any questions.

If you have no objections and consent to the Fussells' performing the work described above, the Village has asked that you sign a copy of this letter confirming your knowledge and approval of the project. As soon as possible, please return a signed copy of this letter to me at moconnor@frltd.com or Mr. or Mrs. Fussell can pick up the signed letter from your home. Note that we hope to have a package into the Village (including signed copies of this letter) by tomorrow, Thursday, March 7th so we can be on the agenda for the Village meeting on March 19th.

Mr. And Mrs. Fussell greatly appreciate your cooperation and apologize for any inconvenience.

Very truly yours,

FUCHS & ROSELLI, LTD.

Michael T. O'Connor

MOC/ks
Enclosure

cc. Stephen and Christine Fussell

ACKNOWLEDGED AND CONSENTED TO
THIS _____ DAY OF MARCH, 2019

THE ROBERT P. SCALES TRUST
DATED MARCH 12, 2003

Robert P. Scales, as Trustee

THE MARY E. KEEFE TRUST DATED
MARCH 12, 2003

Mary E. Keefe, as Trustee

ACKNOWLEDGED AND CONSENTED TO
THIS 6 DAY OF MARCH, 2019.

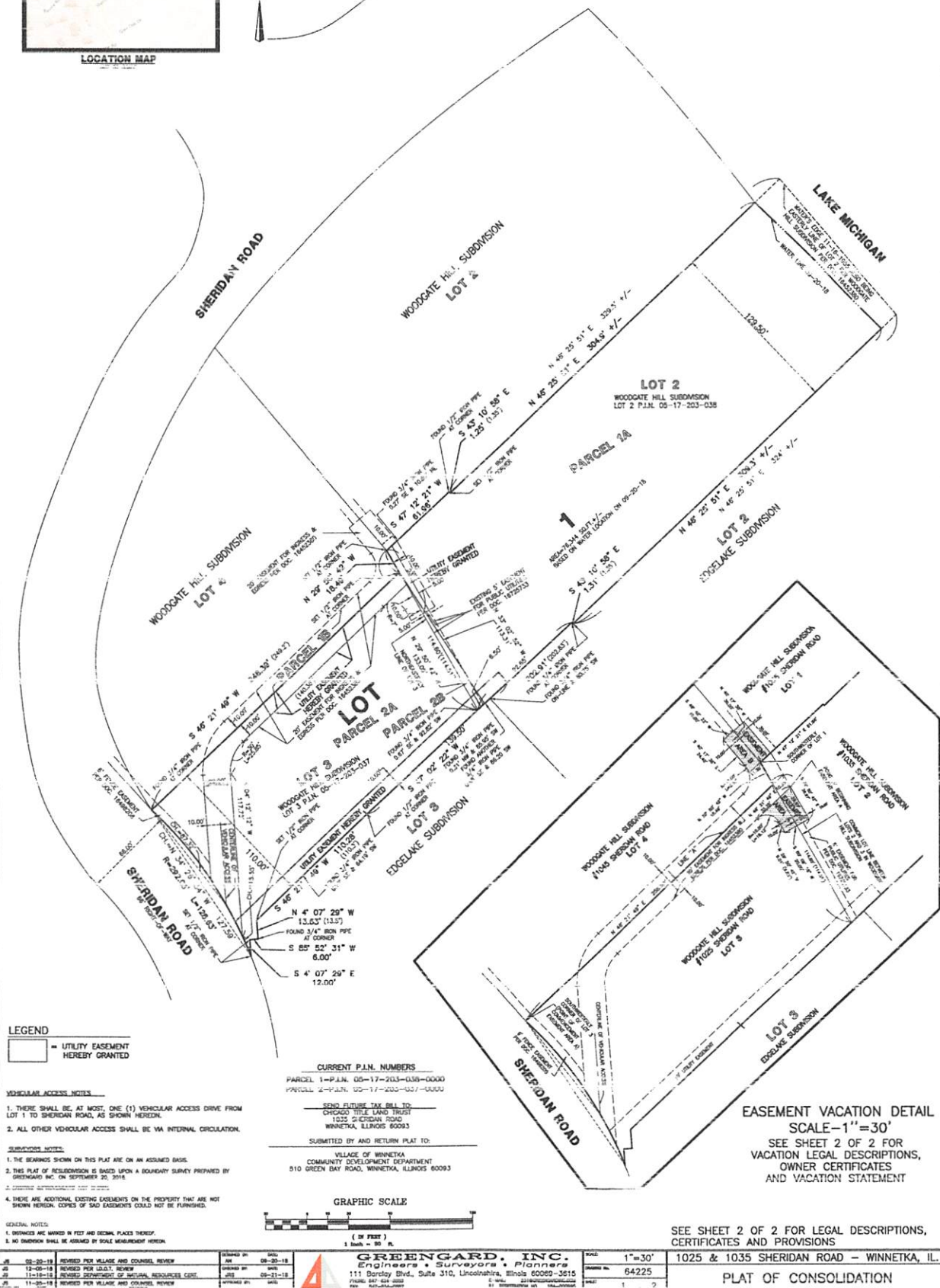
JILL R. FITZGERALD REVOCABLE
TRUST DATED OCTOBER 7, 2009

Jill R. Fitzgerald, as Trustee

LOCATION MAP



BEING A CONSOLIDATION OF LOTS 2 AND 3 IN WOODGATE HILL SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



EASEMENT VACATION DETAIL
SCALE-1"=30'
SEE SHEET 2 OF 2 FOR
VACATION LEGAL DESCRIPTIONS,
OWNER CERTIFICATES
AND VACATION STATEMENT

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTIONS,
CERTIFICATES AND PROVISIONS

PLAT OF CONSOLIDATION



FUCHS & ROSELLI, LTD.

March 6, 2018

Michael T. O'Connor
moconnor@frltd.com
Direct: (312) 651-2424

VIA E-MAIL

Declaration of Trust of Robert P. Scales dated March 12, 2013
Declaration of Trust of Mary E. Keefe dated March 12, 2003
1045 Sheridan Road
Winnetka, Illinois 60093
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Jill R. Fitzgerald Revocable Trust dated October 7, 2009
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Winnetka, Illinois 60093
[REDACTED]

Re: Steve and Christine Fussell – 1025/1035 Sheridan Road, Winnetka

Dear Ladies and Gentlemen:

As you know, Steve and Christine Fussell purchased the lot at 1025 Sheridan Road, Winnetka, Illinois (the "1025 Lot") with plans to consolidate the 1025 Lot with their property at 1035 Sheridan and landscape the 1025 Lot. The Village of Winnetka previously approved the consolidation of the 1025 Lot with the 1035 Sheridan property.

Shortly before the consolidation was completed, the Village of Winnetka discovered that due to previous installation of utility lines without regard to the location of utility easements, several utility lines were located outside of recorded easements. Thus, the Village requires that either (i) the utilities be relocated; or (ii) the easements be moved to the actual locations of the utility lines.

Toward that end, Mr. and Mrs. Fussell propose to complete the following to address the Village's requests:

1. Vacation of the easternmost portion of the existing driveway easement that extends south into the 1025/1035 Sheridan properties and release of the Fussells' rights in the portion of the driveway easement that extends north of the 1025/1035 Sheridan properties.
2. Establish a 5-10' utility easement along the south line of the 1025 Lot.
3. Extend the existing north-south 5' utility easement running along the line between the 1025 Lot and the 1035 to the north line of the 1025 Lot.
4. Establish a 10' utility easement in the 10' portion of the driveway easement that currently exists on the west and north sides of the 1025 Lot.
5. Move the existing transformer box on the 1035 property into the 5' north-south utility easement on the 1025 Lot.
6. Install a new high-voltage power line from the splice box in Sheridan Road running under the existing driveway to the new transformer box using direction boring that won't disturb the driveway.
7. Install new electrical service from the new transformer box to the Scales residence.

March 6, 2019
Page 2

To assist you evaluating the work, attached is a plat that shows the location of the new easements. All of the above work would be performed in the next 90 days at the Fussells' expense and with minimum interruption to your electric service. We anticipate that your electric service will be interrupted for 1-2 hours one day and of course, we will give you advanced notice of when that interruption will occur. If you have any questions regarding the above, please do not hesitate to contact me or Mr. and Mrs. Fussell with any questions.

If you have no objections and consent to the Fussells' performing the work described above, the Village has asked that you sign a copy of this letter confirming your knowledge and approval of the project. As soon as possible, please return a signed copy of this letter to me at moconnor@frltd.com or Mr. or Mrs. Fussell can pick up the signed letter from your home. Note that we hope to have a package into the Village (including signed copies of this letter) by tomorrow, Thursday, March 7th so we can be on the agenda for the Village meeting on March 19th.

Mr. And Mrs. Fussell greatly appreciate your cooperation and apologize for any inconvenience.

Very truly yours,

FUCHS & ROSELLI, LTD.

Michael T. O'Connor

MOC/ks
Enclosure

cc. Stephen and Christine Fussell

ACKNOWLEDGED AND CONSENTED TO
THIS _____ DAY OF MARCH, 2019

THE ROBERT P. SCALES TRUST
DATED MARCH 12, 2003

Robert P. Scales, as Trustee

THE MARY E. KEEFE TRUST DATED
MARCH 12, 2003

Mary E. Keefe, as Trustee

ACKNOWLEDGED AND CONSENTED TO
THIS _____ DAY OF MARCH, 2019.

JILL R. FITZGERALD REVOCABLE
TRUST DATED OCTOBER 7, 2009

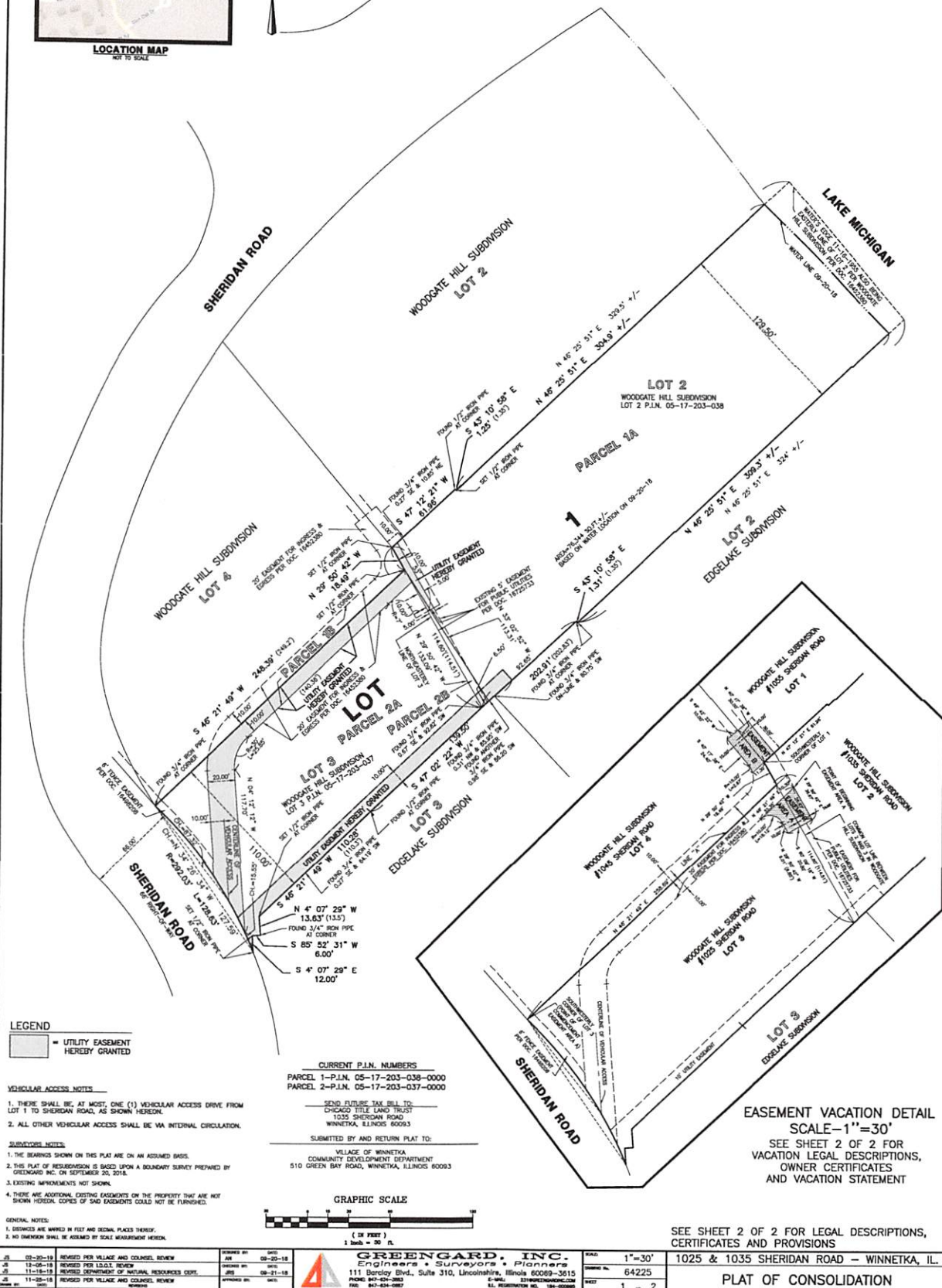
Jill R. Fitzgerald, as Trustee



LOCATION MAP
NOT TO SCALE

FINAL PLAT CS LAKESIDE CONSOLIDATION

BEING A CONSOLIDATION OF LOTS 2 AND 3 IN WOODGATE HILL SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



ATTACHMENT C

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

Peter M. Friedman
Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603



Doc# 1902422048 Fee \$74.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/24/2019 04:02 PM PG: 1 OF 19

VILLAGE OF WINNETKA

ORDINANCE NO. M-22-2018

**AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND
GRANTING A VARIATION FROM THE WINNETKA ZONING
ORDINANCE FOR A PROPOSED CONSOLIDATION**

(1025 and 1035 Sheridan Road)

ORDINANCE NO. M-22-2018

**AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND GRANTING A
VARIATION FROM THE WINNETKA ZONING ORDINANCE FOR
A PROPOSED CONSOLIDATION
(1025 and 1035 Sheridan Road)**

WHEREAS, Chicago Title Land Trust Company, as Trustee under Trust Agreement dated February 13, 2018 and known as Trust Number 8002377155 ("**Applicant**"), is the record title owner of the adjoining parcels of real property commonly known as 1025 Sheridan Road, which consists of 22,525 square feet, and 1035 Sheridan Road, which consists of 48,974 square feet, in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (collectively, the "**Subject Property**"); and

WHEREAS, the Subject Property is located within the R-2 Single Family Residential District of the Village ("**R-2 District**"); and

WHEREAS, the Subject Property consists of the two lots of record depicted in the plat of survey in **Exhibit B** attached to and, by this reference, made a part of this Ordinance; and

WHEREAS, the Applicant desires to consolidate the Subject Property ("**Proposed Consolidation**") into one lot of record consisting of 71,499 square feet ("**Proposed Lot**"); and

WHEREAS, pursuant to Section 17.30.020 of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"), the Proposed Lot is required to have a minimum lot width of 115 feet because it will be a corner lot; and

WHEREAS, the Proposed Lot will have a lot width of 112.95 feet, in violation of Section 17.30.020 of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"); and

WHEREAS, the Applicant submitted an application ("**Application**") to the Village for approval of (i) a final plat of subdivision for the Subject Property ("**Final Plat**"), which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**, and (ii) a zoning variation from Section 17.30.020 of the Zoning Ordinance to permit the Proposed Consolidation of the Subject Property with the Proposed Lot having a lot width of 112.95 feet ("**Variation**"); and

WHEREAS, on October 24, 2018, after due notice thereof, the Winnetka Plan Commission held a public hearing on the proposed Final Plat and Variation, and voted, by a vote of six to zero, to recommend that the Council of the Village of Winnetka ("**Village Council**") approve the Final Plat and Variation, subject to certain conditions; and

WHEREAS, on November 12, 2018 after due notice thereof, the Zoning Board of Appeals ("**ZBA**") conducted a public hearing on the Variation and voted, by a vote of six to zero, to recommend that the Village Council approve the Variation; and

WHEREAS, pursuant to Section 17.60.050 of the Zoning Ordinance, the Village Council has determined that: (i) the Variation is within the final jurisdiction of the Village Council; (ii) the

Variation is in harmony with the general purpose and intent of the Zoning Ordinance and is in accordance with general or specific rules set forth in Chapter 17.60 of the Zoning Ordinance; and (iii) there are practical difficulties or particular hardships in the way of carrying out the strict letter of the provisions or regulations of the Zoning Ordinance from which the Variation has been sought; and

WHEREAS, the Village Council has determined that approval of the Final Plat and Variation (collectively, "**Approvals**") to permit the Proposed Consolidation is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF FINAL PLAT. Subject to and contingent upon the conditions set forth in Section 4 of this Ordinance, pursuant to Sections 16.04.030 and 16.08.010 of the Subdivision Ordinance and the Village's home rule authority, the Village Council hereby approves the final plat of subdivision for the Subject Property, prepared by Greengard, Inc., and consisting of one sheet, with a latest revision date of November 25, 2018, attached to and, by this reference, made a part of this Ordinance as Exhibit C ("**Final Plat**").

SECTION 3: APPROVAL OF ZONING VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Variation from Section 17.30.020 of the Zoning Ordinance to permit the Proposed Consolidation of the Subject Property is hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. **Compliance with Subdivision Ordinance.** The approvals granted in Section 2 and 3 of this Ordinance are subject to and conditioned upon compliance with, and the inclusion of all of the information required by Chapter 16.08 of the Subdivision Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Subdivision and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the

Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 5: EXECUTION OF FINAL PLAT. The Village Council hereby authorizes and directs the Village President and the Village Clerk, upon satisfaction of the conditions set forth in Section 4 of this Ordinance, to execute and attest, on behalf of the Village, the Final Plat.

SECTION 6: RECORDATION OF FINAL PLAT. Upon execution of the Final Plat by the Village President and the Village Clerk, as provided in Section 5 of this Ordinance, the Village Clerk is hereby directed to cause the Final Plat to be recorded in the office of the Cook County Recorder of Deeds.

SECTION 7: RECORDATION OF ORDINANCE; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 8: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Section 2 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Section 2 and 3 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 9: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

SECTION 10: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 11: **EFFECTIVE DATE.**

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

1. Passage by the Village Council in the manner required by law; and
2. Publication in pamphlet form in the manner required by law;

B. The Approvals set forth in Sections 2 and 3 of this Ordinance will be effective only upon: (i) the filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit D** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance; and (ii) the approval and recording of the Final Plat.

C. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 11.B of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare the Approvals granted in this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 4th day of December, 2018, pursuant to the following roll call vote:

AYES: Trustees Dearborn, Lanphier, Myers, Swierk and Wedner

NAYS: None

ABSENT: Trustee Cripe

APPROVED this 4th day of December, 2018.

Signed:



Village President

Countersigned:



Village Clerk

Published by authority of the
President and Board of Trustees of
the Village of Winnetka, Illinois, this
4th day of December, 2018.

Introduced: Waived

Passed and Approved: December 4, 2018

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 3 IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN THE SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 2 IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN THE SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM THE MOST NORTHERLY CORNER OF LOT 3 IN WOODGATE HILLS SUBDIVISION AFORESAID TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2 WHICH POINT IS 6.5 FEET (AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2) NORTHEASTERLY OF THE MOST EASTERLY CORNER OF SAID LOT 3 IN COOK COUNTY, ILLINOIS.

P.I.N. 05-17-203-037-0000

Commonly known as 1025 Sheridan Road, Winnetka, Illinois.

PARCEL 1:

LOT 2 (EXCEPT THEREFROM THAT PART LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM MOST NORTHERLY CORNER OF LOT 3 IN WOODGATE HILL SUBDIVISION TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2, WHICH POINT IS 6 ½ FEET (AS MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2) NORTHEASTERLY OF MOST EASTERLY CORNER OF SAID LINE OF SAID LOT 3) IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2:

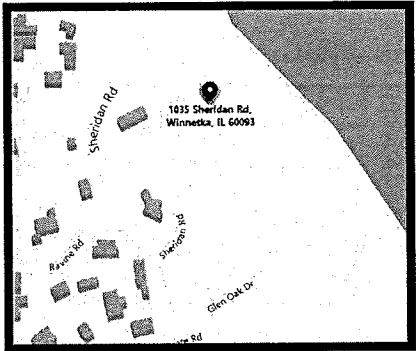
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SHOWN ON AND ESTABLISHED BY PLAT OF WOODGATE HILL SUBDIVISION RECORDED DECEMBER 22, 1955 AS DOCUMENT 16452380 (EXCEPTING THEREFROM THAT PART SAID EASEMENT WHICH FALLS IN PARCEL 1), ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 05-17-203-038-0000

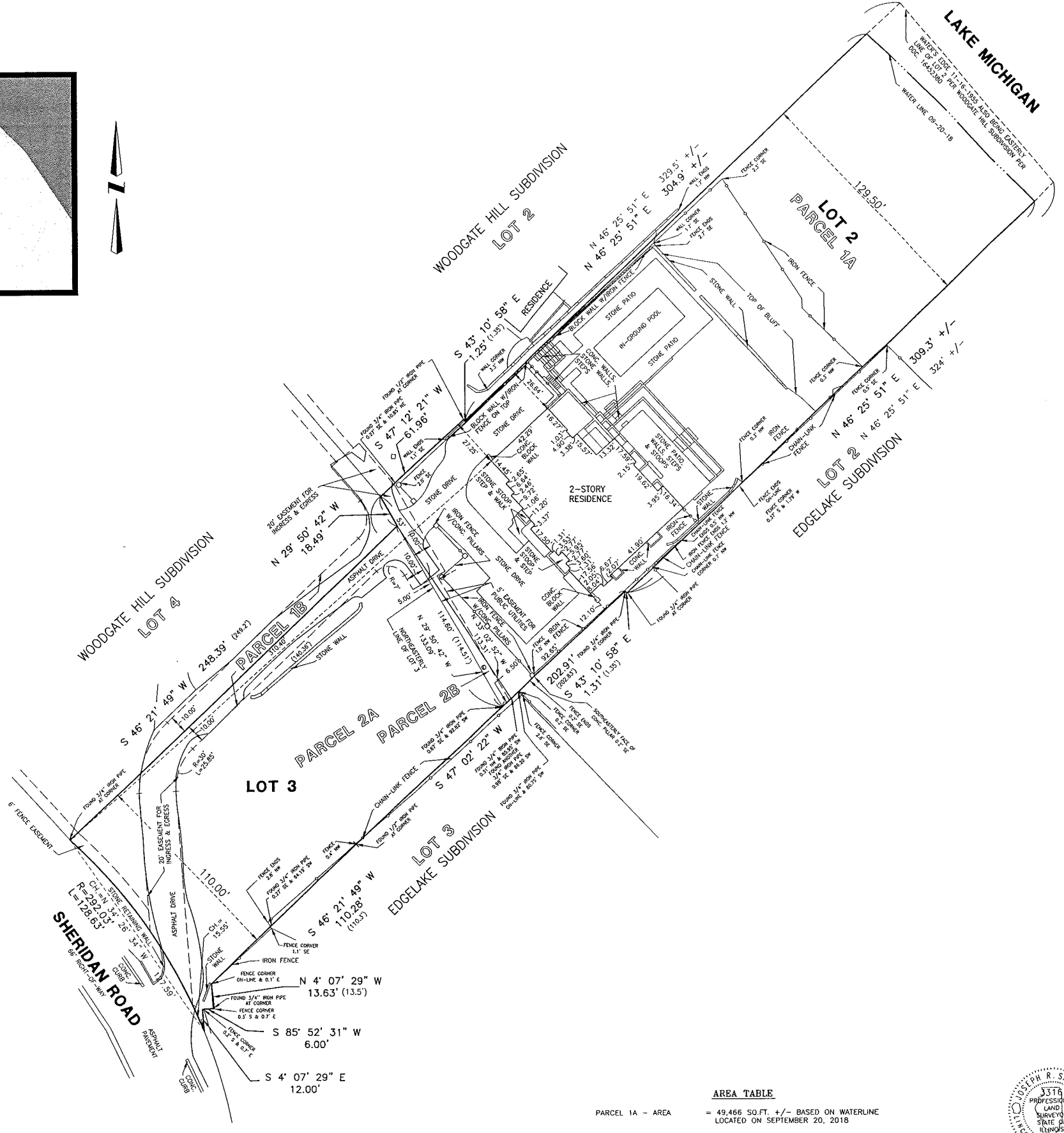
Commonly known as 1035 Sheridan Road, Winnetka, Illinois.

EXHIBIT B
CURRENT PLAT OF SURVEY
(SEE ATTACHED EXHIBIT B)

PLAT OF SURVEY



LOCATION MAP
NOT TO SCALE



LEGAL DESCRIPTION

PARCEL 1A: LOT 2 (EXCEPT THEREFROM THAT PART LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM MOST NORTHERLY CORNER OF LOT 3 IN WOODGATE HILL SUBDIVISION TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2, WHICH POINT IS 6 1/2 FEET (AS MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2) NORTHEASTERLY OF MOST EASTERLY CORNER OF SAID LINE OF SAID LOT 3) IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1B: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SHOWN ON AND ESTABLISHED BY PLAT OF SUBDIVISION OF WOODGATE HILL SUBDIVISION RECORDED DECEMBER 22, 1955 AS DOCUMENT 16452380 (EXCEPTING THEREFROM THAT PART OF SAID EASEMENT WHICH FALLS IN PARCEL 1), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2A: LOT 3 IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN THE SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2B: THAT PART OF LOT 2 IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN THE SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM THE MOST NORTHERLY CORNER OF LOT 3 IN WOODGATE HILLS SUBDIVISION AFORESAID TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2, WHICH POINT IS 6.5 FEET (AS MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2) NORTHEASTERLY OF THE MOST EASTERLY CORNER OF SAID LOT 3, IN COOK COUNTY, ILLINOIS.

STATE OF ILLINOIS } SS
COUNTY OF LAKE }

WE, GREENCARD INC., DO HEREBY STATE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 9TH DAY OF OCTOBER, A.D., 2018

GREENCARD, INC.
111 BARCLAY BOULEVARD, SUITE 310
LINCOLNSHIRE, ILLINOIS 60069
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11-30-18



AREA TABLE

PARCEL 1A - AREA = 49,466 SQ.FT. +/- BASED ON WATERLINE LOCATED ON SEPTEMBER 20, 2018
PARCELS 2A & 2B - AREA = 26,878 SQ.FT.

SURVEYORS NOTES:

- 1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
- 2. () DENOTES RECORD DIMENSION.
- 3. BEARINGS HEREON SHOWN ARE ON AN ASSUMED BASIS.
- 4. ORIGINAL CLIENT-STEPHEN FUSSELL.
- 5. ORIGINAL FIELD WORK COMPLETED-09-20-18

GENERAL NOTES:

- 1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
- 2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
- 3. ONLY THOSE BUILDING LINES, SETBACKS AND ENCROACHMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE TO BE SHOWN HEREON. THERE MAY BE ADDITIONAL SETBACKS, EASEMENTS AND ENCROACHMENTS CONTAINED IN AN ABSTRACT, DEED, LEGAL ORDINANCES, DEEDS, TRUSTS, COVENANTS OR OTHER INSTRUMENTS OF RECORD.
- 4. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

DESIGNED BY:	DATE:	CHECKED BY:	DATE:	APPROVED BY:	DATE:
AN	09-30-18	JRS	10-09-18		
DATE:		DATE:			
DATE:		DATE:			



GREENCARD, INC.
Engineers • Surveyors • Planners
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615
PHONE: 847-634-3883 FAX: 847-634-0587
E-MAIL: 231@GREENCARDINC.COM ILL. REGISTRATION NO. 184-000995

SCALE: 1"=30'
DRAWING NO. 64225
SHEET 1 of 1

1025 & 1035 SHERIDAN ROAD - WINNETKA, IL

PLAT OF SURVEY Packet P. 65

EXHIBIT C
FINAL PLAT
(SEE ATTACHED EXHIBIT C)

FINAL PLAT

CS LAKESIDE CONSOLIDATION

BEING A CONSOLIDATION OF LOTS 2 AND 3 IN WOODGATE HILL SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF _____

THIS IS TO CERTIFY THAT THE CHICAGO TITLE LAND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER A TRUST AGREEMENT DATED FEBRUARY 13, 2018 AND KNOWN AS TRUST NO. 8002377155 IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND NOT INDIVIDUALLY BUT AS SUCH TRUSTEE HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND THE SAID CORPORATION, NOT INDIVIDUALLY BUT AS TRUSTEE, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

THIS IS TO ALSO CERTIFY THAT AS OWNER OF THE PROPERTY DESCRIBED AS CS LAKESIDE CONSOLIDATION AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICTS IN WHICH EACH OF THE FOLLOWING LOTS LIE.

SCHOOL DISTRICTS

LOT NUMBERS

ELEMENTARY SCHOOL
DISTRICT NO. 36
NEW TRIER TOWNSHIP HIGH SCHOOL
DISTRICT NO. 203

ALL LOTS

DATED THIS _____ DAY OF _____ A.D. 20____

SIGNED _____

TITLE _____

ATTEST: _____

TITLE _____

NOTARY CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF _____

I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ OF SAID

OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH _____ AND _____

RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL
THIS _____ DAY OF _____ A.D. 20____

NOTARY PUBLIC _____

PRINT NAME _____

MY COMMISSION EXPIRES ON _____ 20____

ILLINOIS DEPARTMENT OF NATURAL RESOURCES CERTIFICATE OF STATE OF ILLINOIS

APPROVED BY THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF ILLINOIS INsofar AS THIS CONSOLIDATION PLAT, SHOWING LANDS BORDERING UPON OR INCLUDING PUBLIC WATERS OF THE STATE OF ILLINOIS, RELATES TO THE PROVISIONS OF 615 ICL 5/7, "AN ACT IN RELATION TO THE REGULATION OF RIVERS, LAKES, AND STREAMS OF THE STATE OF ILLINOIS" APPROVED JUNE 10, 1911, AS AMENDED, REQUIRING REVIEW AND APPROVAL BY SAID DEPARTMENT AS TO THE BOUNDARY LINE BETWEEN PRIVATE INTERESTS AND PUBLIC INTERESTS.

DATED AT SPRINGFIELD, ILLINOIS THIS _____ DAY OF _____ A.D. 20____

APPROVAL RECOMMENDED: _____
DIRECTOR, DIVISION OF WATER RESOURCES

CURRENT P.I.N. NUMBERS

PARCEL 1-P.I.N. 05-17-203-038-0000
PARCEL 2-P.I.N. 05-17-203-037-0000

SEND FUTURE TAX BILL TO:

CHICAGO TITLE LAND TRUST
1035 SHERIDAN ROAD
WINNETKA, ILLINOIS 60093

SUBMITTED BY AND RETURN PLAT TO:

VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT
510 GREEN BAY ROAD, WINNETKA, ILLINOIS 60093

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF WINNETKA FOR PUBLIC UTILITIES, IN, UPON, ALONG, OVER AND UNDER THOSE PARTS OF THE LOTS INDICATED ON THIS PLAT AND MARKED "UTILITY EASEMENT," TO INSTALL, CONSTRUCT, LAY, MAINTAIN, OPERATE, RELOCATE, RENEW AND REMOVE NECESSARY EQUIPMENT FOR PUBLIC UTILITY PURPOSES, TOGETHER WITH THE RIGHTS OF INGRESS TO AND EGRESS FROM THE EASEMENT, AND THE RIGHT TO TRIM AND REMOVE SUCH TREES, BUSHES, SHRUBS AND LANDSCAPING, AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE INSTALLATION AND MAINTENANCE OF UTILITY FACILITIES. THE EASEMENT MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, WOODEN FENCES, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF THE EASEMENT, BUT NO PERMANENT BUILDINGS OR STRUCTURES OTHER THAN DRIVEWAY AND SIDEWALK SURFACES SHALL BE PLACED ON THE EASEMENT.

SURVEYORS NOTES:

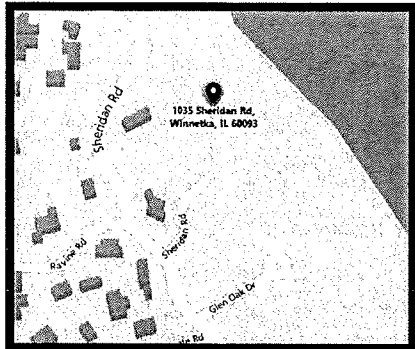
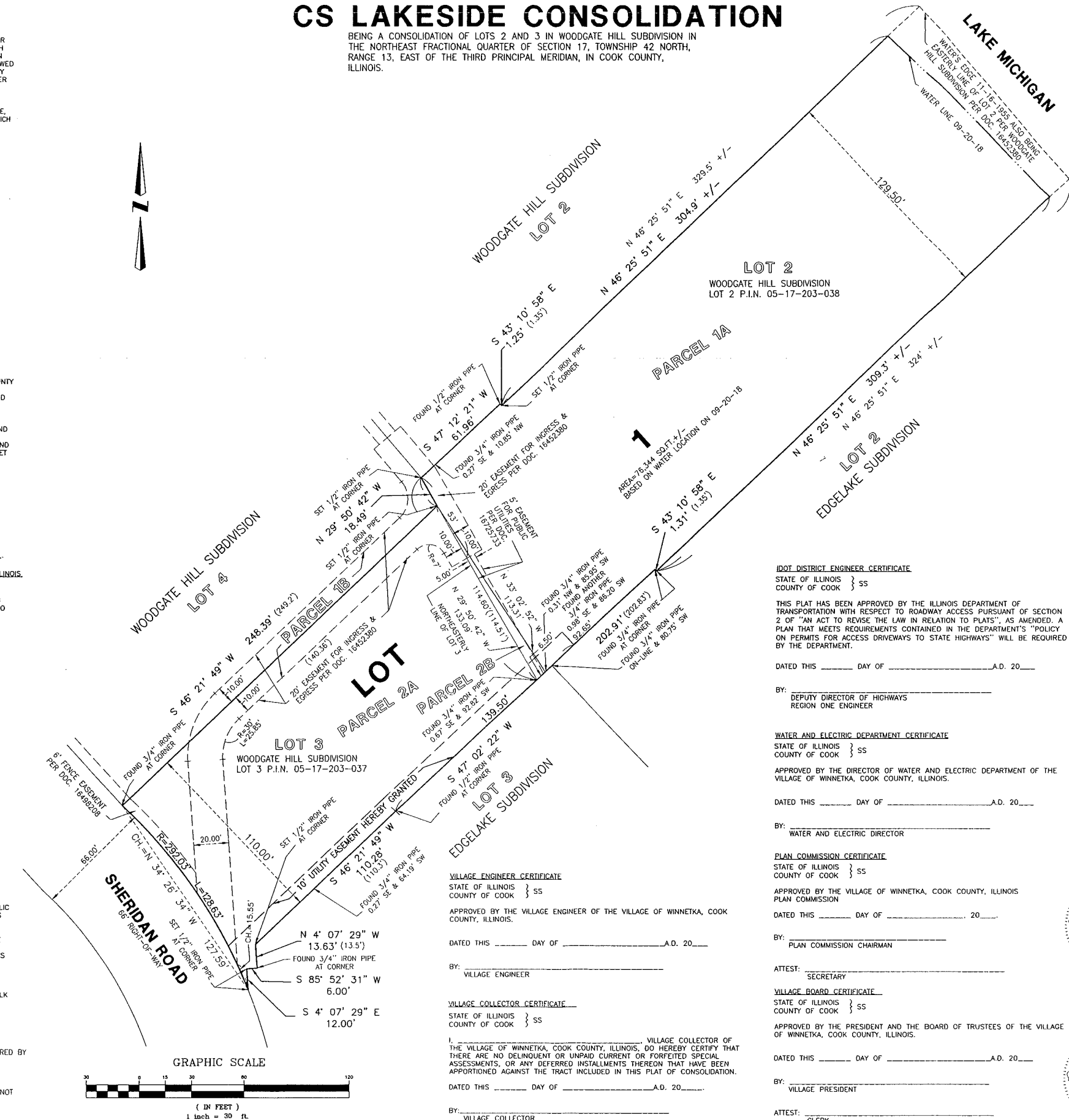
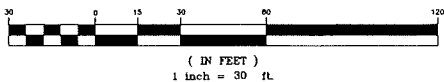
1. THE BEARINGS SHOWN ON THIS PLAT ARE ON AN ASSUMED BASIS.
2. THIS PLAT OF RESUBDIVISION IS BASED UPON A BOUNDARY SURVEY PREPARED BY GREENGARD INC. ON SEPTEMBER 20, 2018.
3. EXISTING IMPROVEMENTS NOT SHOWN.
4. THERE ARE ADDITIONAL EXISTING EASEMENTS ON THE PROPERTY THAT ARE NOT SHOWN HEREON. COPIES OF SAID EASEMENTS COULD NOT BE FURNISHED.

GENERAL NOTES:

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.



GRAPHIC SCALE



LOCATION MAP
NOT TO SCALE

SURVEYORS CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF LAKE }

THIS IS TO STATE THAT WE GREENGARD, INC., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1A: LOT 2 (EXCEPT THEREFROM THAT PART LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM MOST NORTHERLY CORNER OF LOT 3 IN WOODGATE HILL SUBDIVISION TO A POINT ON THE SOUTHEASTLY LINE OF SAID LOT 2, WHICH POINT IS 6 1/2 FEET (AS MEASURED ALONG THE SOUTHEASTLY LINE OF SAID LOT 2) NORTHEASTERLY OF MOST EASTERLY CORNER OF SAID LINE OF SAID LOT 3) IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
1035 SHERIDAN ROAD, WINNETKA, ILLINOIS 60093
PARCEL AREA = 49,466 SQ.FT. +/- BASED ON WATERLINE
LOCATED ON SEPTEMBER 20, 2018
P.I.N. 05-17-203-038-0000

PARCEL 1B: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SHOWN ON AND ESTABLISHED BY PLAT OF SUBDIVISION OF WOODGATE HILL SUBDIVISION RECORDED DECEMBER 22, 1955 AS DOCUMENT 16452380 (EXCEPTING THEREFROM THAT PART OF SAID EASEMENT WHICH FALLS IN PARCEL 1), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2A: LOT 3 IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN THE SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2B: THAT PART OF LOT 2 IN WOODGATE HILL SUBDIVISION OF PART OF LOT 1 IN THE SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATE SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM THE MOST NORTHERLY CORNER OF LOT 3 IN WOODGATE HILLS SUBDIVISION AFORESAID TO A POINT ON THE SOUTHEASTLY LINE OF SAID LOT 2, WHICH POINT IS 6.5 FEET (AS MEASURED ALONG THE SOUTHEASTLY LINE OF SAID LOT 2) NORTHEASTERLY OF THE MOST EASTERLY CORNER OF SAID LOT 3, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
1025 SHERIDAN ROAD, WINNETKA, ILLINOIS 60093
PARCEL AREA = 26,878 SQ.FT.
P.I.N. 05-17-203-037-0000

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

THE ABOVE DESCRIBED TRACT IS LOCATED WITHIN ZONE X, AREA OF MINIMAL FLOOD HAZARD AND ZONE AE, WITH A BASE FLOOD ELEVATION OF 585 FEET (BEACH AREA) AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17031C0251J, WITH A MAP REVISED DATE OF AUGUST 19, 2008 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE VILLAGE OF WINNETKA, ILLINOIS, WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED.

DATED THIS _____ DAY OF _____ A.D. 20____

GREENGARD, INC.
111 BARCLAY BLVD., SUITE 310
LINCOLNSHIRE, ILLINOIS 60069-2906

JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/18.

PERMISSION TO RECORD

THE UNDERSIGNED HEREBY AUTHORIZES THE VILLAGE OF WINNETKA AND/OR ITS DESIGNATED AGENTS TO RECORD SAID RESUBDIVISION PLAT WITH THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON BEHALF OF THE UNDERSIGNED.

THIS _____ DAY OF _____ A.D. _____

GREENGARD, INC.
111 BARCLAY BLVD., SUITE 310
LINCOLNSHIRE, ILLINOIS 60069-2906

JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/18.

IDOT DISTRICT ENGINEER CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF SECTION 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS", AS AMENDED. A PLAN THAT MEETS REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DATED THIS _____ DAY OF _____ A.D. 20____

BY: _____
DEPUTY DIRECTOR OF HIGHWAYS
REGION ONE ENGINEER

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

APPROVED BY THE DIRECTOR OF WATER AND ELECTRIC DEPARTMENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____ A.D. 20____

BY: _____
WATER AND ELECTRIC DIRECTOR

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

APPROVED BY THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS
PLAN COMMISSION

DATED THIS _____ DAY OF _____ 20____

BY: _____
PLAN COMMISSION CHAIRMAN

ATTEST: _____
SECRETARY

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____ A.D. 20____

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
CLERK

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____ A.D. 20____

BY: _____
VILLAGE ENGINEER

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

I, _____, VILLAGE COLLECTOR OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREON THAT HAVE BEEN APPOINTED AGAINST THE TRACT INCLUDED IN THIS PLAT OF CONSOLIDATION.

DATED THIS _____ DAY OF _____ A.D. 20____

BY: _____
VILLAGE COLLECTOR

DESIGNED BY: AN
DATE: 09-20-18

CHECKED BY: JRS
DATE: 09-21-18

APPROVED BY: _____
DATE: _____



GREENGARD, INC.
Engineers • Surveyors • Planners

111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615

PHONE: 847-634-3883 FAX: 847-634-0887

E-MAIL: 231@GREENGARDINC.COM ILL. REGISTRATION NO. 184-000995

SCALE: 1"=30'

DRAWING NO: 64225

SHEET 1 of 1

1025 & 1035 SHERIDAN ROAD - WINNETKA, IL.

PLAT OF CONSOLIDATION P. 67

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Chicago Title Land Trust Company, as Trustee under Trust Agreement dated February 13, 2018 and known as Trust Number 8002377155 ("**Applicant**"), is the record title owners of the adjoining parcels of real property commonly known as 1025 Sheridan Road, which consists of 22,525 square feet, and 1035 Sheridan Road, which consists of 48,974 square feet, in Winnetka, Illinois (individually, a "**Lot**" and collectively, the "**Subject Property**"); and

WHEREAS, Applicant desires to consolidate the Subject Property into one lot of record ("**Proposed Consolidation**"); and

WHEREAS, Ordinance No. M-22-2018, adopted by the Village Council on Dec. 4, 2018 ("**Ordinance**"), approves a final plat of subdivision for the Proposed Consolidation and grants a variation from the provisions of the Winnetka Zoning Ordinance to the Applicant to permit the Proposed Subdivision of the Subject Property with a consolidated lot not in conformity with the minimum corner lot width requirements for the R-2 District set forth in Section 17.30.020 of the Winnetka Zoning Ordinance; and

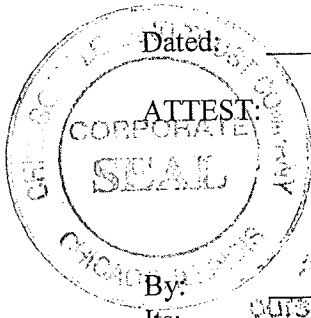
WHEREAS, Section 11 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

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

be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variations for the Subject Property.

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



Dated: January 15, 2019

CHICAGO TITLE LAND TRUST COMPANY, AS
TRUSTEE UNDER TRUST AGREEMENT DATED
FEBRUARY 13, 2018 AND KNOWN AS TRUST
NUMBER 8002377155 AND NOT PERSONALLY

Attestation not required
pursuant to corporate by-laws.

By: [Redacted Signature]
Its: Trust Officer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, covenants, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

The information contained in this certification has been furnished to the Land Trustee by the beneficiaries of trust no. 8002377155 and the certification is made solely in reliance thereon and no responsibility is assumed by the Trustee in its individual capacity, for the truth or accuracy of the facts therein stated.



Agenda Item Executive Summary

Title: Resolution R-29-2019: Approving a Change Order to the Contract with The Progress Group for the Repair of Unit #6 Turbine and Generator (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 03/19/2019

Consent: ☐ YES ☒ NO

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

Item History:

The inspection and overhaul of the Turbine/Generator #6 at the Electric Plant is a budgeted 2019 Electric Fund project. On December 4, 2018, the Village Council approved Resolution No. R-72-2018, awarding a contract to The Progress Group for the inspection and maintenance work.

Executive Summary:

In December 2018, the Village contracted with The Progress Group to perform the inspection and overhaul of Turbine #6 at the Electric Plant. The contractor has completed the disassembly and inspection of the turbine and generator. The Progress Group has compiled a list of required repairs and their associated costs. The contractor has identified two significant unplanned issues: "shorted turns" in the rotor winding (est. \$226,192) and three rows of turbine blades that require replacement (est. \$144,575). The total cost of the overhaul with the required repairs is \$763,830. This exceeds both the previously authorized contract amount of \$417,584 and the budgeted 2019 Electric Fund Capital Plan of \$600,000 for this project.

The unit is one of five generating units contained in the Village's generation agreement with IMEA. Based on the last capability test performed in June 2018, the unit's declared net capacity with IMEA is 5.5 MW. The unit generates \$264,000 of capacity credits on an annual basis.

Staff is recommending proceeding with the repairs based on the payback period of 2.9 years. The additional funding requirement of \$163,830 above the 2019 budgeted amount of \$600,000 would be taken from the Electric Department's Fund Balance.

The attached Agenda Report provides additional detail on the repairs identified for Turbine and Generator #6.

Recommendation:

Consider adoption of Resolution No. R-29-2019, approving a Change Order with The Progress Group for the Repair of Unit #6 Turbine and Generator in an amount not to exceed \$346,246.

Attachments:

Agenda Report dated March 13, 2019

Attachment 1: Repair recommendations from The Progress Group

Attachment 2: Photos of Turbine Blades

Attachment 3: Letter proposal from The Progress Group for rotor

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

Agenda Report

Subject: Resolution No. R-29-2019: A Resolution Approving A Change Order With The Progress Group For The Repair Of Unit #6 Turbine and Generator (Adopt)

Prepared by: Brian Keys, Director of Water & Electric

Ref.: December 4, 2018 Council Meeting, pp. 299-366

Date: March 13, 2019

Executive Summary:

In December 2018, the Village contracted with The Progress Group to perform the inspection and overhaul of Turbine #6 at the Electric Plant. The contractor has completed the disassembly and inspection of the turbine and generator. The Progress Group has compiled a list of required repairs and their associated costs. The contractor has identified two significant unplanned issues: “shorted turns” in the rotor winding (est. \$226,192) and three rows of turbine blades that require replacement (est. \$144,575). The total cost of the overhaul with the required repairs is \$763,830. This exceeds both the previously authorized contract amount of \$417,584 and the budgeted 2019 Electric Fund Capital Plan of \$600,000 for this project.

The unit is one of five generating units contained in the Village's generation agreement with IMEA. Based on the last capability test performed in June 2018, the unit's declared net capacity with IMEA is 5.5 MW. The unit generates \$264,000 of capacity credits on an annual basis.

Staff is recommending proceeding with the repairs based on the payback period of 2.9 years. The additional funding requirement of \$163,830 above the 2019 budgeted amount of \$600,000 would be taken from the Electric Department's Fund Balance.

Background:

The 2019 Electric Fund Budget and Capital Plan contains \$600,000 for the inspection and overhaul of Turbine #6. Turbine #6 is one of three steam driven turbines at the Electric Plant. On a periodic basis, the units are scheduled for a maintenance inspection. The inspection involves disassembly of the turbine and generator for an internal inspection and testing. During the inspection, critical measurements and alignment points are examined with worn and/or deteriorated parts and bearings being addressed.

Unit #6 turbine and generator was originally designed by Westinghouse Electric Corporation. The unit was installed in 1948. The last inspection and overhaul of Unit #6 turbine and generator was performed in 2007. The unit is one of five generating units contained in the Village's generation agreement with IMEA which extends into the year 2035.

On December 4, 2018, the Village Council adopted Resolution No. R-72-2018, Approving An Agreement With The Progress Group For The Inspection And Repair Of Unit #6 Turbine and

Generator. A contract in the amount not to exceed \$417,584 was awarded. This amount was based on the following:

Base overhaul bid:	\$265,284
Anticipated cost to rebabbit bearings:	\$43,500
Anticipated cost to replace gland seals:	\$58,800
Additional identified items at Village Manager's discretion:	<u>\$50,000</u>
	\$417,584

The Progress Group has compiled their recommendations of required repairs (Attachment 1). The contractor has identified two significant unplanned issues: three rows of turbine blades require replacement (est. \$144,575) and a shorted turn in the rotor winding (est. \$226,192) needs to be addressed. The turbine has (14) stages of blades. The first three stages of blades on the end of the turbine where steam enters are severely deteriorated. The blades have signs of material loss, thinning, pitting and erosion throughout (Attachment 2).

The contractor is recommending that new blades be engineered and machined to replace these first stages. While other stages show signs of deterioration and wear, replacement is not required at this time.

The most significant finding of the diagnostic testing is a "shorted turn" in the rotor's winding. Although the rotor is currently functional, the problem will get worse and at some undetermined time result in an emergent failure. The rotor is the rotating component of the electromagnetic system. The cylindrical shaped rotor is made of a steel shaft with slots that hold the field windings of the rotor. The slots are insulated from the windings and are held together at the end by retaining rings. This particular winding has 12 coil sections. The contractor has isolated the shorted turn to two specific coil sections. In order to further diagnose and/or repair the problem, the retaining rings from both ends of the generator field need to be removed and the coils need to be removed from rotor. This is a time consuming process. The quoted cost for the detailed disassembly of the rotor, electrical testing and nondestructive testing of the retaining rings is \$110,426. If after disassembly it requires a "worst" case re-wind of the two coils, an additional cost of \$115,766 would be incurred (Attachment 3).

The cost of the recommended repair work has been allocated to the following categories.

Base overhaul bid:	\$265,284
Bearing work:	\$62,629
Seal work:	\$7,180
Repair to various valves:	\$14,420
Lifting bar assembly for upper shell removal	\$3,500
Replacement of 3 rows of blades	\$144,575
Detailed rotor inspection and teardown	\$110,426
If required, rewind of two rotor coils:	<u>\$155,766</u>
	\$763,830

With respect to the cost of the rotor's repair, the Village expended \$220,054 in 2010 to repair an electrical problem in the same rotor. On August 4, 2010, the generator failed during a scheduled test. Similar to this situation, the rotor was shipped offsite for further testing and disassembly. Removal (and re-installation) of the rotor retaining ends, testing, inspection and the removal of coils was \$80,768.

Although characterized as a low probability, two areas of cost uncertainty remain in the overhaul and/or repairs. After the deteriorated blades are removed and prior to the re-assembly of the new blades, the "wheel" surfaces will be non-destructively tested. The contractor could identify a defect and/or stress crack. As previously noted, the second area of uncertainty resides in the nondestructive testing of the rotor retaining rings. The nondestructive testing of these items cannot be performed prior to moving forward with the repairs.

Outage Schedule Impact:

The outage for the overhaul was scheduled with IMEA. The unit was scheduled to return to service on or before May 1, 2019 for summer generation. As a result, the contract with The Progress Group contains a deadline of April 30, 2019 for the unit's return to service. Failure to meet this date, results in liquidated damage penalties. Contingent on the Council's consideration of the repairs, the contractor and staff will need to revise the completion date for the overhaul. This will be primarily reliant on the time required to machine new blades and the repair of the rotor. At this time, no specific date can be determined, but it is likely June / July 2019.

The generating unit is contained in the Village's generation agreement with IMEA which ends in the year 2035. Provided that the Village responds to dispatch events issued by the agency and passes periodic capacity tests, the unit generates \$264,000 of capacity credits on an annual basis. The unit being returned to service in June or July would result the following capacity credits:

June: \$11,000

July (and each month thereafter): \$22,000

Policy Direction

The proposed 2019 Electric Fund budget contains \$600,000 (account #500.41.28-625) for the inspection and overhaul of Unit #6 turbine and generator. Staff would like to move forward with the recommended repairs in an amount not to exceed \$763,830. The cost of the overhaul project has a 2.9 year payback based upon on the annual IMEA capacity credits that extend to 2035.

The additional funding requirement of \$163,830 above the 2019 budgeted amount of \$600,000 would be taken from the Electric Department's Fund Balance. Based on the 2019 budget, the projected December 31, 2019 Fund Balance for the Electric Fund is \$5.8M (estimated). The recommended minimum Fund Balance Policy for the Electric Fund is \$5.17M.

If additional repair costs are encountered beyond this amount, staff will suspend moving forward with the overhaul until such time that staff can evaluate the situation and the Village Council can provide policy direction.

Resolution No. R-29-2019, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute, and attest, a Change Order with The Progress Group in an amount not to exceed \$346,246 with a total contract award not to exceed \$763,830.

Recommendation:

Consider adoption of Resolution No. R-29-2019 approving A Change Order With The Progress Group For The Repair Of Unit #6 Turbine and Generator in an amount not to exceed \$346,246.

Attachment 1

The Progress Group

Recommendations:

Need to replace the steam chest cover to steam chest to properly seal the steam chest cover.

N/C

The control valves require lapping to achieve a thin 100% contact ring on both the disk and seat for each of the 8 valves.

\$4,120

The throttle valve disc to seat requires lapping to achieve a thin 100% contact ring on both the disc and seat.

\$4,120

Manufacture & certify a properly designed lifting bar for upper shell removal and flipping.

\$3,500

All oil deflectors & windage shield have excessive clearance. There is evidence of leakage at #1, #2 #3, and #4 bearings. The inner deflectors on #3 bearing also prevent oil from being sucked out of the bearing housing and coating the generator stator windings.

\$42,599

For moving the larger, heavier components, we will need to rent a properly sized mobile crane to remove from or return to the site. Removing heavier equipment by skating or tugging where the movements are not properly controlled is not very safe.

N/C

The Governor Oil Impeller, main oil pump and thrust bearing seal rings are also worn having excessive clearance. This wear has been caused by debris, sludge, and rust particles preventing the rings to "float".

\$7,180

Manufacture new control valve operating cylinder pilot valve and bushing.

\$6,180

The governor oil impeller sleeve. This wear has caused excessive clearances. This grooving has been caused by debris, sludge, and rust particles preventing the rings to "float". The governor oil impeller can be remove and re chromed. The governor oil impeller sleeve has a babbitted ID. This Sleeve can be re babbitted. All four bearing have poor bond to the Bearing shell and must be rebabbitted

\$20,030



The Progress Group

Clean, Test Inspect, the oil cooler to check for leaks.

~~\$4610~~

Not applicable, contained
in base bid scope.

Blade Replacements

Remove the Curtis row 1-1 blades and cover. Grit blast to clean the root. Wet Fluorescent Magnetic Particle examine root surfaces for defects including signs of Stress Corrosion Cracking. Manufacture a new replacement row of blades and covers. Install the new blade row and covers. Perform another WFMPE examination.

Remove the second stage row of blades and cover. Grit blast to clean the root. Wet Fluorescent Magnetic Particle examine root surfaces for defects including signs of Stress Corrosion Cracking. Manufacture a new replacement row of blades and covers. Install the new blade row and covers. Perform another WFMPE examination.

Remove the third row of blades and cover. Grit blast to clean the root. Wet Fluorescent Magnetic Particle examine root surfaces for defects including signs of Stress Corrosion Cracking. Manufacture a new replacement row of blades and covers. Install the new blade row and covers. Perform another WFMPE examination.

\$144,575

Remove the retaining rings from both ends of the generator field. Inspect the insulation, blocking and wedges looking for evidence of the source of the shorted turns in this coil. Isolate the 10 / 15 coil and electrically test the isolated coil trying to determine the location of the shorted turn. If The location of the shorted turn is not identified, the coil may need to be removed from the field to determine the location and what would be involved in making repairs.

~~\$10,122~~

Enccompassed in
Letter proposal dated
Feb. 28, 2019



Attachment 2

Attachment 2



Photo of Blade Deterioration



Photo of Turbine Blades



Photo of Disassembled Turbine Blades

THE PROGRESS GROUP, INC.

SALES - SERVICE – REPAIRS – FIELD MACHINING - BALANCING

Phone: 219-322-3700
Fax: 219-865-8157

progress@theprogressgroupinc.com

918 Kennedy Avenue
Schererville, Indiana 46375

Village of Winnetka
Power Plant, Unit #6
Serial #: 18 32P513
Job Start Date: January, 2019

February 28, 2019

Brian Keys
Village Of Winnetka
Winnetka, IL.

Estimated Repair Time Frame: February-March 2019

Subject: Disassembly Of Generator Field To Determine Extent Of Damage And Potential “Worst Case” Repair.
Quote #10094- Revision 1,

Mr. Keys:

You have requested a budgetary Cost of disassembly and testing of the generator field to determine the extent of the damage causing the shorted turns. We have included the “Worst Case” pricing for the repair to unit 6 Generator field. There are many unknown variables which can affect the actual pricing for the repair of the shorted turns. Disassembly of the rotor, Mechanical testing, Electrical Testing, and NDE would take an estimated 7 to 8 days to disassemble the rotor.

The Progress Group (TPG) is pleased to provide the following proposal for a detailed, retaining ring off inspection of the generator. This disassembly and testing of the field will give a 95% confidence that all issues have been identified. An inspection report and recommendation based on the inspection will be immediately reviewed with the Village at the conclusion of the inspection. The “worst case” partial rewind of the affected coils, is broken out as an option. If the actual repair scope determined by the detailed inspection is identified to be less than the “Worst Case” scenario, we would reduce the cost to you respectively.

Please note that the included pricing and schedule is based on the rotor will arrive in our facility no later than 3/9/19.

Generator Data

Westinghouse Generator Built @ 1948

Serial # 18 32P513

Type- AC RPM- 3600

KVA- 6250 Cycles- 60

Volts- 2400/4150

Amps- 1500/870

Phases- 3

PF- 80

Proposal Contents

All parts not specifically detailed in this proposal or provided by customer, will be sold separately and are not contained in this proposal.

Any work not included in the below defined TPG work scope will be considered extra and billed at either a firm price or T&M rates as agreed upon by customer, and TPG.

Any emergent work discovered during performance of the described scope of work which requires on site or off site repairs or rework will be the responsibility of customer, including providing drawings and parts unless otherwise agreed upon by TPG and the customer.

Proposed Breakdown and Work Scope

Perform Electrical Testing:

- Main Field Winding Copper Resistance Measurement. (As-Found and As-Left).
- Main Field Winding Insulation Resistance Testing. (As-Found and As- Left).
- Main Field Winding Polarization Index Testing. (As-Found and As-Left).
- Main Field Winding AC Impedance Testing. (As-Found and As-Left).
- AC Pole Drop Testing (as accessible). (As-Found and As-Left).
- Recurrent Surge Oscillograph (RSO) Testing. (As-Found and As-Left).

Perform As-Found Mechanical Inspection:

- Measure and record all pertinent Turbine Generator Rotor diameters.
- Measure and record all pertinent Turbine Generator Rotor axial lengths.
- Measure and record all pertinent mechanical runouts.

Perform Turbine Generator Rotor disassembly, to include:

- Remove blower hubs and retaining rings (assumes one (1) shift to remove)
- Clean the retaining rings.
- Clean the blower assemblies.
- Perform visual inspection of the exposed windings.
- Perform turn to turn testing of the coils (2 ea.) with recognized shorts to determine location and develop a more specific scope required to repair the recognized shorts.

- Remove any rotor winding retention wedges necessary.
- Clean, inspect, and evaluate rotor winding retention wedges for reuse.
- Remove any existing end winding blocks necessary.
- Clean, inspect, and evaluate removed end winding blocks for reuse.

The work scope and schedule above assume 1 shift to remove the retaining rings and 1 shift to re-install the retaining rings.

The work scope and price do not include provisions for repairing any damaged or distorted copper windings, should the need arise. Repair or reshaping work to the windings will be considered extra work, and billed at the prevailing T&M rate.

Detailed Retaining Rings Off Inspection

Cost: \$110,426

Optional Partial Rewind Scope

Turbine Generator Rotor Rewind:

Disassembly

Remove any rotor winding retention wedges necessary.

Clean, inspect, and evaluate rotor winding retention wedges for reuse.

Remove any existing end winding blocks necessary.

Clean, inspect, and evaluate removed end winding blocks for reuse.

Remove any existing main field windings, turn-to-turn and groundwall insulation components, bottom and top fillers, and top creepage blocking (as applicable).

Remove IB and OB radial studs (as applicable).

Clean, visually inspect, and evaluate IB and OB radial studs, insulators and associated hardware for reuse (as applicable)

Test and evaluate main field bore lead and insulation for reuse. Collect winding data.

Hand clean, visually inspect, and evaluate existing main field winding for reuse.

Design and manufacture new main field winding insulation components utilizing Class F materials.

Mask off any main field forging machined surfaces and fit areas (as applicable).

Clean and inspect rotor body forging as accessible.

Clean and inspect wedge dovetails as applicable.

Perform NDE, to include:

Perform visual and dye-penetrant inspection of retaining rings.

Perform ultra-sonic (Straight and Shear

Wave) inspection of retaining rings.

Perform dye-penetrant test of fan assemblies.

Perform magnetic particle test of fan assemblies.

Perform magnetic particle and/or dye penetrant testing of winding retention wedges (as applicable).

Perform dye penetrant inspection of radial studs (as applicable).

Rewind

Setup and paint rotor forging (as accessible).

Install IB and OB radial studs, insulators, and associated hardware (as applicable).

Manufacture temporary end blocking and winding heads.

Install winding heads and setup for winding installation.

Install rehabilitated main field windings.

Perform in process electrical inspection to ensure insulation integrity.

Install slot and end winding compression fixtures.

Perform in process electrical inspection to ensure insulation integrity.

Setup and thermally cure new turn-to-turn insulation.

Cool down and perform in process electrical inspection to ensure insulation integrity.

Connect windings utilizing new coil-to-coil connections.

Perform in process electrical inspection to ensure insulation integrity.

Remove compression fixtures.

Remove any existing main field windings, turn-to-turn and groundwall insulation components, bottom and top fillers, and top creepage blocking (as applicable).
Remove IB and OB radial studs (as applicable).
Clean, visually inspect, and evaluate IB and OB radial studs, insulators and associated hardware for reuse (as applicable).
Test and evaluate main field bore lead and insulation for reuse. Collect winding data.
Hand clean, visually inspect, and evaluate existing main field winding for reuse.
Design and manufacture new main field winding insulation components utilizing Class F materials.
Mask off any main field forging machined surfaces and fit areas (as applicable).
Clean and inspect rotor body forging as accessible.
Clean and inspect wedge dovetails as applicable.

Perform NDE, to include:

Perform visual and dye-penetrant inspection of retaining rings.
Perform ultra-sonic (Straight and Shear Wave) inspection of retaining rings.
Perform dye-penetrant test of fan assemblies.
Perform magnetic particle test of fan assemblies.

Perform Turbine Generator Rotor reassembly, to include:

Install retaining rings and all new wrap-around retaining ring insulation (assumes one (1) shift).

Install blower hub assemblies.

Perform final acceptance electrical testing.

Perform final acceptance mechanical inspection to include:

Measure and record all pertinent Turbine Generator Rotor diameters

Measure and record all pertinent Turbine Generator Rotor axial lengths

Measure and record all pertinent mechanical runouts

Perform final acceptance visual inspection.

Setup and paint Turbine Generator Rotor forging.

Package and load out Turbine Generator Rotor.

The Progress Group estimates that it will take 5 men: (1) Generator specialist and 4 generator technicians, working 12 hour day shifts, seven (7) days a week, 7 days from receipt of the rotor to complete the above work scope.

Scope does not include transit time, time incurred for balancing rotor or transit time back to customer location.

The Progress Group estimates that the repair facility scope of work will require 7 days to complete.

Clarifications and Assumptions

Any work not included in the above work scope or extra work discovered during the course of the rings off inspection will be considered extra and billed at the T&M Rates below or at a Fixed Price based on the discretion of the customer.

Assumes rotor will be in The Progress Group facility no later than March 10, 2019.

Install rehabilitated end winding blocks.
Perform in process electrical inspection.
Setup and prepare for rotor reassembly.

“Worst Case” Pricing, Partial Rewind (2 Coils)

\$115,766

(Cost is based on rewind of two coils only. This price assumes existing copper is reusable. New copper will require additional time and expense.) (Cost Includes Transportation)

High Speed Balance

Cost. Cost + 15%

Low Speed Balance

Cost: N/C

Rewind Schedule

The Progress Group will work one (1) twelve (12) hour shift per day, seven (7) days a week for 10 days to complete the above scope of work.

Day Shift to include, 1 - Generator Specialist, 4- Generator Technicians

Rewind schedule does not include NDE testing, or high-speed balance (HSB) testing.

This schedule is based on the availability of new parts and materials arriving prior to rewinding phase of the schedule. Any delays in new parts or materials required may result in changes to schedule and/or expense to customer.

Any work not included in the work scope above will require an executed AWA and will add additional time or days to the proposed schedule.

Quotation prepared by: George Ribikawskis

Thank you for the opportunity to submit this quote.

RESOLUTION NO. R-29-2019

A RESOLUTION APPROVING A CHANGE ORDER TO THE CONTRACT WITH THE PROGRESS GROUP FOR THE REPAIR OF UNIT #6 TURBINE AND GENERATOR

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

WHEREAS, on December 4, 2018, the Village Council approved Resolution R-72-2018 authorizing the Village to enter into a contract ("**Contract**") with the Progress Group ("**Contractor**") for inspection and maintenance work on Unit #6 turbine and generator ("**Equipment**"), including the replacement of various seals and bearings (collectively, "**Work**"); and

WHEREAS, during its performance of the Work, the Contractor discovered that the Equipment needs additional repairs, including the need to address shorted turns in the rotor winding and the replacement of three rows of turbine blades ("**Overhaul Work**"); and

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

WHEREAS, the Contractor has diagnosed the problems and the rotor and turbine blades have already been shipped to their facility; and

WHEREAS, due to the nature of the Overhaul Work, the Village does not have sufficient time to put the Overhaul Work out for bid without further impacting the receipt of capacity credits from IMEA; and

WHEREAS, the Contractor has offered to perform the Overhaul Work while performing the Work for an amount not to exceed \$346,246.00 pursuant to a change order to its current contract with the Village ("**Change Order**"); and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council desires to waive competitive bidding for the Overhaul Work and enter into the Change Order with the Contractor for the performance of the Overhaul Work; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to waive competitive bidding and enter into the Change Order with the 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: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Overhaul Work.

SECTION 3: APPROVAL OF CHANGE ORDER. The Village Council approves the Change Order in a final form approved by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE CHANGE ORDER. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Change Order after receipt by the Village Manager of two executed copies of the final Change Order from the Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Change Order from the Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Change Order will, at the option of the Village Council, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law by two-thirds of the Trustees.

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

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

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

Title: Resolution No. R-31-2019: Rejecting Bids, Waiving Bidding, and Awarding a Contract for the Northfield Load Center Fire Protection Design-Build (Adoption) +

Presenter: Giovanni McLean, Assistant Director of Water & Electric

Agenda Date: 03/19/2019

Consent: ☐ YES ☒ NO

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

Item History:

As part of the Electric Fund's Capital Plan, staff identified the needed for an improvement in the fire protection system at the Northfield Load Center. The existing fire protection system only provides an alarm indication. Protecting the functionality of the Northfield Load Center is instrumental to the power distribution from 138kV to 12.47kV. The Northfield Load Center contains critical infrastructure that transforms the power supply from the ComEd transmission lines to 15kV Village owned circuits. This is one of the projects being completed prior to the installation of a second 138kV ; 12.47kV substation transformer in the year 2021.

Executive Summary:

As part of the approved 2019 Electric Fund Budget, funding in the amount of \$180,000 (account #500.42.36-660) was allocated for the construction of fire protection improvements at the Northfield Load Center. Request for Bid (RFB) #018-029 was issued for the professional services required to design and build the fire protection improvements associated with the Northfield Load Center. As noted in the RFB, the scope includes the design, equipment selection, equipment procurement, building modification, installation and commissioning of a clean agent fire suppression system within the building.

Only bidders that met the pre-qualification requirement were allowed to submit bids. Each bidder had to provide evidence that their firm was certified by the manufacturer for the design and installation of the selected clean agent system, which uses a gaseous agent instead of water to diffuse a fire. This gaseous agent does not conduct electricity or leave a residue, which makes it ideal for fire suppression inside substations.

Staff received two bids ,which were opened on January 17, 2019. After reviewing the bids, staff determined that the pricing was not advantageous to the Village. As a result, staff is recommending the rejection of the bids from Orr Protection Systems and Phoenix Fire System.

Staff has been able to negotiate a contract with Orr Protection Systems in an amount not to exceed \$59,195 for the required design-build scope. The Village has not previously utilized Orr Protection Systems. References included private and governmental entities (City of Chicago) and provided positive feedback with the firm's competitive pricing, design, construction and maintenance experience, and commitment to deadlines.

Resolution No. R-31-2019, rejects the bids, waives bidding and authorizes the Village President to execute and the Village Clerk to attest a contract with Orr Protection Systems for the design and construction of a fire protection system at the Northfield Load Center.

Recommendation:

Consider adoption of Resolution No. R-31-2019: Rejecting Bids, Waiving Bidding, and Awarding a Contract for the Northfield Load Center Fire Protection Design-Build

Attachments:

Resolution No. R-31-2019: Rejecting Bids, Waiving Bidding, and Awarding a Contract for the Northfield Load Center Fire Protection Design-Build

Exhibit A: Contract

RESOLUTION NO. R-31-2019

**A RESOLUTION REJECTING BIDS, WAIVING BIDDING, AND
AWARDING A CONTRACT FOR THE NORTHFIELD LOAD CENTER FIRE
PROTECTION DESIGN-BUILD**

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

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

WHEREAS, the Village issued Bid #018-029 (“**Request for Bids**”) for the design, engineering, procurement and commissioning of a clean agent fire suppression system for the Northfield Load Center substation (collectively, “**Work**”); and

WHEREAS, the Village received bids (“**Bids**”) for the Work which were opened on January 17, 2019; and

WHEREAS, after reviewing the Bids, Village staff determined that the pricing was not advantageous to the Village; and

WHEREAS, Village staff has recommended that the Village reject all Bids; and

WHEREAS, the Village has been able to negotiate a contract with Orr Protection Systems, Inc. (“**Contractor**”) for the Work in an amount not to exceed \$59,195.00 (“**Contract**”), which pricing is more consistent with the Village’s desired pricing for the Work; and

WHEREAS, pursuant to the Village’s home rule authority, the Village Council has determined that it is in the best interests of the Village to: (i) reject the Bids; (ii) waive the bidding requirement for the procurement of the Work pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village’s Purchasing Manual; and (iii) enter into the Contract with Contractor; and

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

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

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

SECTION 3: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village’s Purchasing Manual, and the

Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Work.

SECTION 4: APPROVAL OF CONTRACT. Pursuant to the Village's home rule authority, the Village Council hereby approves the Contract with Contractor in substantially the form attached to this Resolution as **Exhibit A**, in an amount not to exceed \$59,195.00, and in a final form approved by the Village Attorney.

SECTION 5: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by the vote of two-thirds of the Trustees.

ADOPTED this 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
NORTHFIELD LOAD CENTER FIRE PROTECTION DESIGN-
BUILD**

Contract Number: 018-029

**VILLAGE OF WINNETKA
CONTRACT FOR THE
NORTHFIELD LOAD CENTER FIRE PROTECTION DESIGN-
BUILD**

Contract Number: 018-0029

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Contractor's Certification

Attachment A:	Supplemental Schedule of Contract Terms
Attachment B:	Specifications
Attachment C:	Photographs
Attachment D:	Prevailing Wage Resolution

**VILLAGE OF WINNETKA
CONTRACT FOR THE
NORTHFIELD LOAD CENTER FIRE PROTECTION DESIGN-
BUILD**

Contract Number: 018-0029

In consideration of the mutual promises set forth below, the ***Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093***, an Illinois municipal corporation (“*Owner*”), and ***Orr Protection Systems, Inc.***, a Kentucky corporation with its principal place of business at 11601 Interchange Drive, Louisville, KY 40229 (“*Contractor*”), make this Contract as of _____, 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 Photographs identified in the list attached hereto as Attachment C.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

B. Number and Format. Contractor must provide [*three*] complete sets for each Required Submittal. All Required Submittals, except Documents/Drawings, must be prepared on white 8-1/2” x 11”.

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

pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

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

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the Documents/Documents/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 Documents/Drawings

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

representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

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

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Documents/Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the Documents/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. 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 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 its 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 45 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 10 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.

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 commence and diligently work 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, Documents/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 actual direct damages incurred by Owner.

6.4 Owner's Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

**ARTICLE VII: LEGAL RELATIONSHIPS
AND REQUIREMENTS**

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

	<u>with a copy to:</u>
Village of Winnetka	Holland & Knight LLP
510 Green Bay Road	131 South Dearborn Street, 30th Floor
Winnetka, IL 60093	Chicago, Illinois 60603
Attention: Village Manager	Attention: Village Attorney, Winnetka

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

ORR Protection Systems, Inc.
11601 Interchange Drive
Louisville, KY 40229
Attention: General Counsel

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 resolution 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 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 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

Contractor has no knowledge as to patent, trademark, copyright or other protected rights third parties may claim to the Work. Consequently, Contractor makes no warranty whatsoever with respect to freedom of the works from claims by third parties. To the extent allowed by contract, law, or otherwise, Contractor will pass through any such available infringement warranties. To the extent Contractor's ancillary services (such as testing, inspection, installation or maintenance in conjunction with the sale of the goods, materials, equipment, products, hardware or software) ("*Ancillary Services*") solely creates a claim of infringement, Contractor will reperform the Work, at its costs and expense, to remove any such infringement of Ancillary Services.

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

CONTRACT

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

Village of Winnetka

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

ORR Protection Systems, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR’S CERTIFICATION

_____, 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: _____, 2019.

ORR Protection Systems, Inc.

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

Subscribed and Sworn to before me on _____, 2019.

My Commission expires: _____

Notary Public

(SEAL)

**VILLAGE OF WINNETKA
CONTRACT FOR THE
PLANT LOAD CENTER FIRE PROTECTION DESIGN-BUILD**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The Village of Winnetka is accepting bids from qualified firms to provide the design, engineering, procurement and commissioning of a clean agent fire suppression system for the Northfield Load Center substation. The substation consists of 12.47kV and 4.16kV switchgear, batteries, battery charger and energized high voltage cables.

The existing facility currently has fire detection system on one level but there is no existing fire suppression system. The design of fire protection infrastructure shall ensure compliance with industry's standards for fire prevention, suppression and containment of the Northfield Load Center substation, as per;

Institute of Electrical and Electronic Engineer (IEEE)
Edison Electric Institute (EEI)
International Fire Code 2009
International Building Code 2009
NFPA 13-2010
NFPA 72-2010
National Electric Code – 2008
Village of Winnetka local amendments

The Village reserves the right to reject any and all bids. The Village also reserves the right to reduce the work scope due to budgetary constraints.

2. Work Site:

The Village of Winnetka Northfield Load Center at 1A Happ Road, Northfield, IL 60093.

3. Commencement Date:

No later than 30 days after execution of the Contract by Owner.

4. Completion Date:

The work shall be designed, scheduled, and performed no later than 120 days after award. As-built drawings will be provided to the Owner no later than thirty (30) days following completion of the Work.

5. Insurance Coverage:**A. Worker's Compensation and Employer's Liability with limits not less than:**

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

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

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

All employees must be included as insureds.

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

- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

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

“X”, “C”, and “U” exclusions must be deleted.

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

All employees must be included as insured.

- D. **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.

8. **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):

Total Base Price	\$59,195.00
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- B. 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.

9. **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.

- B. 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.

10. Per Diem Administrative Charge:

\$250.00 per day

11. Standard Specifications:

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

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NORTHFIELD LOAD CENTER FIRE PROTECTION DESIGN-
BUILD**

ATTACHMENT B

SPECIFICATIONS

Project Description and Scope of Work

The Plant Load Center Substation is located at 1A Happ Road in Northfield. The building consists of one (1) level that contains 12.47kV switchgear, circuit breakers and a standby battery bank system.

The scope of the work will be composed of following tasks;

Task 1 - Project Kickoff and Data Collection/Review

- Meet with staff to review available background information including pertinent Village documents that relate to the project.
 - Northfield Load Center plans.
 - Review of existing facilities.
 - Any testing for room “integrity” that is required will be the responsibility of the bidder.
- Design of system is to be focused on asset protection to insure continuity of water and electric operations.

Task 2 - Project Assessment and Design

- Visit the site as necessary to finalize design detail and layout.
- Determine infrastructure changes required to;
 - Design an addressable fire alarm panel/system.
 - Seal the building from external elements,
 - Install a clean agent, waterless, fire suppression system,
 - Have cross zoning for early warning detection,
 - Interface the system with building fire alarm and monitoring system at the Electric Plant,
 - Interface the system with “RED center” monitoring
 - Location of outside strobe device that flashes upon activation of system,
 - Identify the location of the tanks,
 - Identify the location of the manual pull stations,
 - Identify location of the abort stations and telephone.
- Clean agent fire suppression system proposed shall be readily available with an anticipated market availability of a minimum of ten (10) years that the gas will not be recalled or unavailable.
 - For the clean agent proposed, knowledgeable maintenance and support providers shall be located within Chicagoland area.
- Clean agent specified shall be non-corrosive, non-conductive, safe for humans, no residue, and no clean-up.
- Provide specifications for materials that will be used to seal cable ducts entering the building and between levels
 - **Note:** Duct banks consist of energized cables.
 - Equipment specification to be reviewed and approved of the W&E Director.

- Provide detailed engineering calculation and proposed fire suppression system design (construction drawings and equipment specifications)
 - Design to be reviewed and approved by the Village of Winnetka Community Development Department and the Fire Department. The Water & Electric Department will pay the review fee for the initial submittal. Any subsequent review fees will be paid by the contractor.

Task 3 – Equipment Procurement and Commission of Project

- Procure equipment specified in the approved construction design.
- Provide labor and material to install an addressable fire alarm panel/system.
- Provide labor and materials to install and modify/update fire detection system.
- Provide labor and materials to install alarm indication (audio and visual) system.
- Provide labor and materials to install monitoring system communications with Electric Plant.
- Provide labor and material to install abort stations,
- Provide labor and material to install manual pull stations,
- Provide labor and material to install monitoring system communications to Village owned wireless radio which communicates to “RED Center”
 - The Village shall procure a wireless radio for communication
- Provide labor and material to seal building entries, fire penetrations,
- Provide labor and material to seal cable duct with energized cables,
 - The Village to assist with the installation,
- Provide labor and material to install clean agent fire suppression system,
 - Shall include storage tanks, nozzles and miscellaneous piping/fittings,
 - Ensure there is minimal changes to the exterior appearance,
- Commissioning of fire suppression system,
 - Includes all associated pressurization and field functional testing,
 - Includes obtaining final acceptance test approval from Fire Department.

Task 4 – Training & Documentation

- Provide onsite training for equipment operation, trouble shooting, system enable/disable for electrical plant employees,
- Provide three overview sessions on consecutive business days for fire department training,
- Provide testing guidelines for the detection equipment and suppression system
- Provide maintenance guidelines for the detection equipment and suppression system
- Manufacturer manuals that include operation description and trouble shooting
 - (3) hard copy and a copy in PDF format
- Control schematic diagram and wiring diagram
 - (3) hard copy and a copy in PDF format
- All associated “As Built” drawings
 - (3) hard copy and a copy in PDF format

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ATTACHMENT C

PHOTOGRAPHS

Exterior – Southwest Elevation



Exterior – Notheast Elevation



Interior – West Wall 1



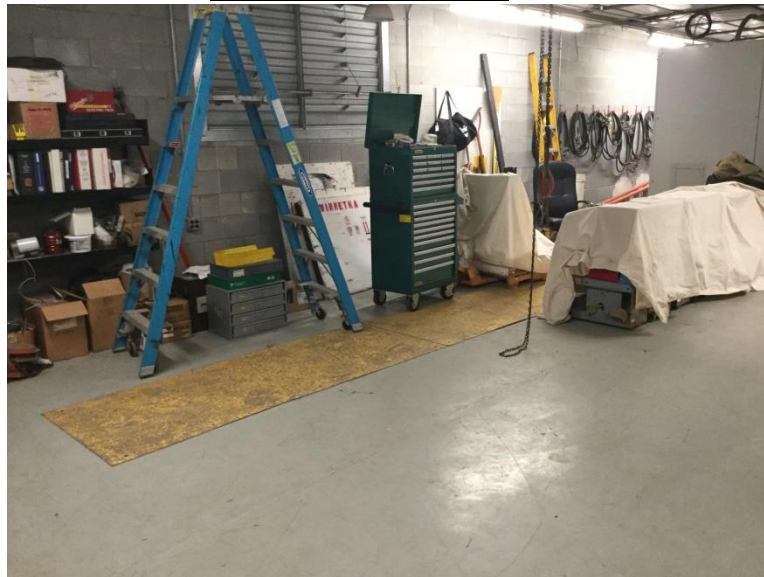
Interior – West Wall 2



Interior – West Wall Louver



Interior – East Wall 1



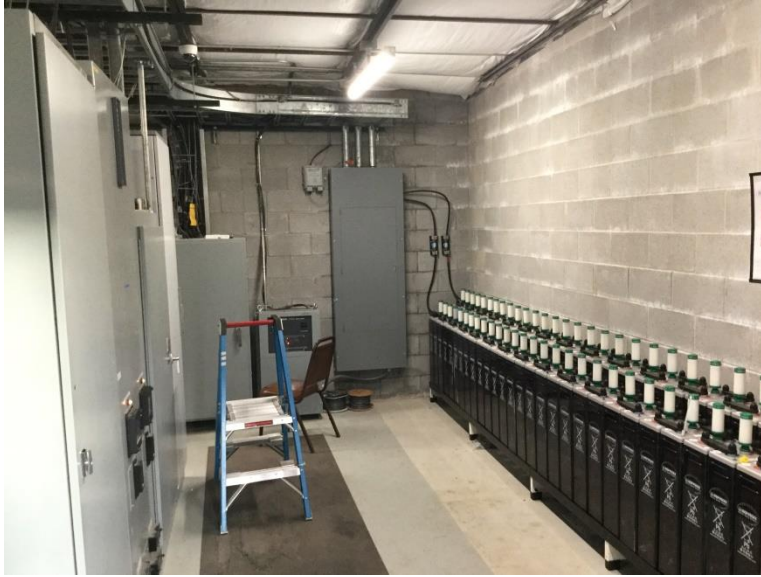
Interior – East Wall 2



Interior – East Wall Louver



Interior – South Wall (Battery Bank)



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ATTACHMENT D

PREVAILING WAGE RESOLUTION

**A RESOLUTION ASCERTAINING THE PREVAILING RATE OF WAGES
FOR THE CONSTRUCTION OF PUBLIC WORKS
IN THE VILLAGE OF WINNETKA**

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* ("**Act**"); and

WHEREAS, the Act requires the Village of Winnetka ("**Village**") to investigate and ascertain, during the month of June of each year, the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the Village employed in performing the construction of public works for the Village; and

WHEREAS, the Village Council has determined that it will serve and be in the best interest of the Village and its residents to adopt this Resolution;

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

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: ASCERTAINMENT AND APPLICATION OF PREVAILING WAGE. To the extent required by the Act, the general prevailing rate of wages in the Village for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction in the Cook County area as determined by the Department of Labor of the State of Illinois ("**Department**") as of September 2017 (which determination is the most recent made by the Department), a copy of which determination is attached to and, by this reference, made a part of this Resolution as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages by the Department will supersede the Department's September 2017 determination and apply to any and all public works construction undertaken by the Village.

SECTION 3: CONTRACTOR'S RESPONSIBILITY. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid must submit to the 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: (A) such records are true and accurate; (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act; and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, the contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act: (i) to the Village and its officers and agents, to the Director of the Department and his or her

deputies and agents, and to all other federal, State, or local law enforcement agencies and prosecutors; and (ii) at all reasonable hours at a location within the State.

SECTION 4: DEFINITIONS; APPLICABILITY. The definition of any term appearing in this Resolution that is also defined or used in the Act is the same as in the Act. Nothing contained in this Resolution shall be construed to apply the general prevailing rate of wages as ascertained by this Resolution to any work or employment that is not subject to the requirements of the Act.

SECTION 5: POSTING AND INSPECTION. The Village Clerk is directed to publicly post this determination or any revisions of the prevailing rate of wages in the Village Hall and shall keep a copy available for inspection by any interested party. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect will be attached to all public works construction contract specifications.

SECTION 6: MAILING UPON REQUEST. The Village Clerk is directed to mail a copy of this determination to any employer, to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 7: FILING. The Village Clerk is directed to promptly file a certified copy of this Resolution with both the Secretary of State Index Division of the State of Illinois and the Department.

SECTION 8: PUBLICATION. Within 30 days after filing this Resolution in accordance with Section 7 of this Resolution, the Village Clerk is directed to publish a copy of this Resolution in a newspaper of general circulation in the Village, which publication shall be deemed to constitute notice that the determination made by this Resolution is effective and is the determination of the Village.

SECTION 9: EFFECTIVE DATE. This Resolution shall be in full force and effect after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

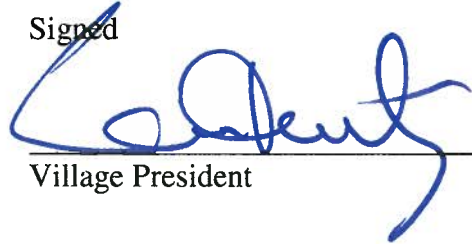
ADOPTED this 19th day of June, 2018, pursuant to the following roll call vote:

AYES: Trustees Cripe, Dearborn, Lanphier, Myers, and Swierk

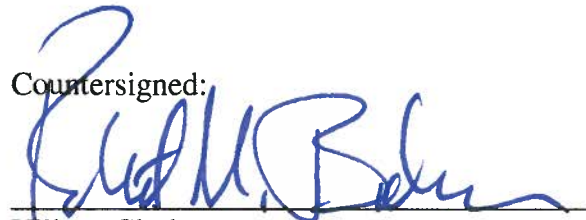
NAYS: None

ABSENT: Trustee Wedner

Signed


Village President

Countersigned:


Village Clerk