

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
October 5, 2021
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) October 12, 2021 Study Session
 - b) October 19, 2021 Regular Meeting
 - c) October 29, 2021 Budget Review Meeting
 - d) November 2, 2021 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes: None.
 - b) Approval of Warrant List dated September 10, 2021 – September 23, 2021 3
 - c) Resolution No. R-80-2021: Approving A Contract With Power Line Supply For The Purchase Of 600 Volt 4/0 & 350 Kcmil Underground Cable (Adoption).....4
 - d) Resolution No. R-81-2021: Approving A Contract With The Okonite Company For The Purchase Of 600 Volt 500 kcmil Underground Cable (Adoption).....18
 - e) Resolution No. R-82-2021: Approving A Contract With The Okonite Comany For The Purchase Of 15kV Underground Cable (Adoption).....32
 - f) Resolution No. R-83-2021: Approving A Contract With Wesco Distribution, Inc. For The Purchase of a Transformer (Adoption).....46
 - g) Resolution No. R-84-2021: Approving A Contract With Wesco For The Purchase Of Three Phase Pad Mount Transformers (Adoption).....67

- 8) Ordinances and Resolutions
 - a) Ordinance No. MC-5-2021: Amending Liquor Code (Introduction).....97
 - b) Ordinance No. M-17-2021: 1225 Hill Road - Variation (Introduction/Adoption).....106
- 9) Old Business: None.
- 10) New Business: None.
- 11) Appointments
- 12) Closed Session
- 13) Adjournment

NOTICE

All agenda materials are available at [villageofwinnetka.org](https://www.villageofwinnetka.org) (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2nd floor). Webcasts of the meeting may be viewed on the Internet via a link on the Village’s web site:
<https://www.villageofwinnetka.org/AgendaCenter>.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3545; T.D.D. 847-501-6041.



Agenda Item Executive Summary

Title: Approval of Warrant List Dated September 10 - September 23, 2021

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 10/05/2021

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

The Warrant List dated September 10 - September 23, 2021 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated September 10 - September 23, 2021.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-80-2021: Approving A Contract With Power Line Supply For The Purchase Of 600 Volt 4/0 & 350 Kcmil Underground Cable (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 10/05/21

Consent: ☒ YES ☐ NO

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

Item History:

None

Executive Summary:

The Water & Electric Department issued a request for Bid #021-018 for the purchase of three sizes (4/0, 350 kcmil & 500 kcmil) of 600 volt underground copper cable. Staff received bids from three vendors: Wesco Distribution Inc., The Okonite Company, and Power Line Supply. The lowest responsive bid for two items, 4/0 cable & 350 kcmil cable, was submitted by Power Line Supply. The distributor quoted cable manufactured by Service Wire Company which is acceptable to the Water & Electric Department.

The Okonite Company's bid for the 4/0 cable was considered non-responsive as their bid required a minimum order quantity of 3,400 feet which exceeded the bid quantity of 950 feet. (Note: The lowest responsive bid for the third item, 500 kcmil cable, was submitted by The Okonite Company. A separate Resolution addresses this item.) Staff is requesting funding authorization in the amount of \$78,953 for the purchase of 600 volt 4/0 and 350 kcmil underground cable.

The cost of cable is significantly impacted by the price of metals. Bid prices are indexed to the cost of copper. At the time of bid, the base price of \$5.00/lb. for copper was used. The price of copper fluctuates over time, but is currently below the established base price. Exhibit A contains detail on the unit pricing, quantity, and shipping length tolerance.

Resolution No. R-80-2021, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Power Line Supply for the purchase of 600 volt 4/0 and 350 kcmil underground cable in an amount not to exceed \$78,953.

Executive Summary (continued):

The FY2021 Electric Fund budget contains \$361,995 (account #500.42.31-660) for the purchase of cable. To date, the Electric Fund has expended \$236,329 toward the purchase of cable. Based on the quoted lead time, this cable should arrive in 2021.

Recommendation:

Consider adoption of Resolution No. R-80-2021 approving a contract with Power Line Supply for the purchase of 600 volt 4/0 and 350 kmil underground cable in an amount not to exceed \$78,953.

Attachments:

1. Resolution No. R-80-2021; Approving A Contract With Power Line Supply For The Purchase Of 600 Volt 4/0 And 350 kmil Underground Cable
2. Contract for 600 Volt Underground Cable
3. Exhibit A: Bid Tabulation and Cable Purchase Detail

ATTACHMENT 1

Resolution No. R-80-2021

A RESOLUTION APPROVING A CONTRACT WITH POWER LINE SUPPLY FOR THE PURCHASE OF 600 VOLT 4/0 AND 350 KCMIL UNDERGROUND CABLE

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

WHEREAS, the Village issued Bid #021-018 ("***Request for Bid***") for the purchase of three types of 600 volt secondary cable ("***Secondary Cable***"); and

WHEREAS, pursuant to the terms of the Request for Bid, the Village is permitted to select the lowest bidder for each individual type of Secondary Cable; and

WHEREAS, the Village received three bids to provide the Village Secondary Cable; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Power Line Supply. ("***Power Line Supply***") is the lowest responsible bidder to provide to the Village 4/0 and 350 kcmil Secondary Cable; and

WHEREAS, the Village Council desires to enter into a contract with Power Line Supply for the Village to purchase from Power Line Supply 4/0 cable and 350 kcmil Secondary Cable in an amount not to exceed \$78,953.00 ("***Contract***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Contract with Power Line Supply;

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 5th day of October, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

ATTACHMENT 2

VILLAGE OF WINNETKA

CONTRACT/BID FOR 600 Volt Underground Cable

Full Name of Bidder:

POWER LINE SUPPLY
("Bidder")

Principal Office Address:

420 KOTH ST.
REED CITY, MI 49167

Local Office Address:

2198 INDUSTRIAL PARK DR
WILLIAMSBURG, IA 52361

Contact Name: SHANDA GABRIEL Telephone: 

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

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

1. Proposal to Deliver Products.

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

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

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

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

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

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

2. Contract Price Proposal.

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

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

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

See pricing form in Attachment A.

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

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

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will be utilized. Copper base price for bids: \$5.00 per pound. Aluminum base prices for bids: \$1.25 per pound. All other manufacturing costs shall be fixed at the bid price.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 4 WEEKS20.

4. Financial Assurance.

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

5. Firm Proposal.

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

NOTE: STAFF IS PLANNING TO PRESENT BIDS TO THE VILLAGE COUNCIL AT THE SEPTEMBER 21, 2021, REGULAR VILLAGE COUNCIL MEETING. ISSUANCE OF PURCHASE ORDER(S) WOULD FOLLOW NO LATER THAN SEPTEMBER 24, 2021.

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 8TH date of SEPTEMBER 2021

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

Bidder's Name: POWER LINE SUPPLY

Doing Business As (if different): [REDACTED]

Signature of Bidder or Authorized Agent: [REDACTED]

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: SHANDA GABRIEL

Title/Position: ASSOC ACCOUNT MGR.

Bidder's Business Address: 209B INDUSTRIAL PARK DR.
WILLIAMSBURG, IA 52361

Bidder's Business Telephone: [REDACTED] Facsimile: [REDACTED]

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

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 600 VOLT UNDERGROUND CABLE

1. Stranded copper conductor in the sizes and amounts indicated below.

Item	Size	Strands	Quantity To Be Ordered	Maximum Reel	Cable Lay
1.	3-1/c 4/0	19	1,900 ft.	2,000 ft.	Triplexed
2.	3-1/c 500 kcmil	37	1,900 ft.	1,000 ft.	Triplexed
3.	4-1/c 350 kcmil	37	950 ft.	1,000 ft.	Quadruplexed

2. Insulation shall be rated for RHH, RHW-2, and USE-2. Suitable for direct burial or conduit installation and for 90°C operation in dry or wet locations.
3. Cable shall be supplied in the following configurations as ordered:
- Larger than #2 A.W.G., 3 – 1/c cables, triplexed.
- Larger than #2 A.W.G., 4 – 1/c cables, quadruplexed.
4. Cable shall be identified on the covering in contrasting color by manufacturer's name, year of manufacture, type of insulation, conductor material and size, and sequential footage markings.
5. All cable ends will be capped to prevent water entry.
6. Reel type: Non-returnable, Maximum Size 84" diameter x 58" wide.
7. Reel coverings as shown below. Cable not shipped as shown will be rejected.
- A. Level 5, Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
- B. Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
8. Tolerances of cable lengths: $\pm 5\%$.
9. Cutting lengths shall be specified as needed.
10. Cable shall be delivered in open, flat bed trucks. Reels shipped flat will be rejected.
11. Copper base price shall be \$5.00 per pound. All other manufacturing costs shall be fixed at the bid unit price. Metals escalation / de-escalation will be applicable. Vendor's quote to specify if date of manufacture or date of shipment will be used for determining metals adjustment.
12. Items may be individually awarded separately.
13. Deliveries: Required 48 hours advance notification @ (847) 716-3551.
- Receiving hours: Monday to Friday, 7:30am to 2:30pm.
Village of Winnetka Yards
1390 Willow Road, Winnetka, IL 60093
14. Approved cable manufacturers:
- BICC (General), Okonite, Service Wire Co., Southwire, and Prysmian.

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY

MANUFACTURER (600V CABLE): SERVICE WIRE

2) Bid Worksheet

600V Cable

Item	Description	Strands	Cable Lay	Unit Price (per foot)	Lead Time (Weeks/Days)
1.	3-1/c 4/0	19	Triplexed	19.17	3-4 WEEKS
2.	3-1/c 500 kcmil	37	Triplexed	43.18	3-4 WEEKS
3.	4-1/c 350 kcmil	37	Quadruplexed	40.81	3-4 WEEKS

☐ Cable will be export packaged

☒ Standard packaging, F.O.B. Winnetka

NOTE: ITEMS MAY BE AWARDED SEPARATELY. IF THERE IS ADDITIONAL DISCOUNT/LOWER UNIT PRICE FOR BIDDER TO BE AWARDED ALL THREE ITEMS, PLEASE MAKE REFERENCE ON QUOTE.

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

ATTACHMENT 3

EXHIBIT A

Bid Tabulation and Cable Purchase Detail RFB #021-018 600 Volt Underground Cable

Bid Tabulation:

Item	Vendor Unit Price (\$/ft.) and Leadtime		
	<i>The Okonite Co. (Okonite)</i>	<i>Power Line Supply (Service Wire)</i>	<i>Wesco (Service Wire)</i>
3-1/c 4/0	\$17.318 ⁽¹⁾ Lead time 13-14 weeks	\$19.17 Lead time 3-4 weeks	\$19.200 Lead time 3 weeks
3-1/c 500 kcmil	\$40.224 ⁽²⁾ Lead time 13-14 weeks	\$43.18 Lead time 3-4 weeks	\$43.188 Lead time 3 weeks
4-1/c 350 kcmil	\$42.026 ⁽³⁾ Lead time 13-14 weeks	\$40.81 Lead time 3-4 weeks	\$40.840 Lead time 3 weeks

RFB Review Comments:

Note (1): Required minimum order of 3,400 feet for 4/0. This exceeded bid amount of 950 feet.

Note (2): Required minimum order of 1,900 feet for 3-1/c 500 kcmil cable.

Note (3): Required minimum order of 1,000 feet for 4-1/c 350 kcmil cable.

Cable Purchase Detail for Award Recommendation to Power Line Supply:

Item	Unit Price (\$/ft.)	Order Quantity	Shipping Length / Packaging	Extended Price
3-1/c 4/0	\$19.1700	1,900	\$1,821.15	\$38,244.15
4-1/c 350 kcmil	\$40.8100	950	\$1,938.48	\$40,707.98

TOTAL: \$78,952.13

↓
\$78,953.00

Cable Purchase Detail for Award Recommendation to The Okonite Company:

Item	Unit Price (\$/ft.)	Order Quantity	Shipping Length / Packaging	Extended Price
3-1/c 500 kcmil	\$40.224	1,900	\$3,821.28	\$80,246.88

TOTAL: \$80,246.88

↓
\$80,247.00



Agenda Item Executive Summary

Title: Resolution No. R-81-2021: Approving A Contract With The Okonite Company For The Purchase Of 600 Volt 500 kcmil Underground Cable (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 10/05/21

Consent: ☒ YES ☐ NO

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

Item History:

None

Executive Summary:

The Water & Electric Department issued Request for Bid #021-018 for the purchase of three sizes (4/0, 350 kcmil & 500 kcmil) of 600 volt underground copper cable. Staff received bids from three vendors: Wesco Distribution Inc., The Okonite Company, and Power Line Supply. The lowest responsive bid for the 500 kcmil cable conductor was submitted by The Okonite Company. The manufacturer quoted cable manufactured by The Okonite Company which is acceptable to the Water & Electric Department. (Note: The lowest responsive bid for 4/0 cable and 350 kcmil cable was submitted by Power Line Supply. A separate Resolution addresses these items.). Staff is requesting funding authorization in the amount of \$80,247 for the purchase of the 600 volt 500 kcmil underground cable.

The cost of cable is significantly impacted by the price of metals. Bid prices for this conductor are indexed to the cost of copper. At the time of bid, the base price of \$5.00/lb. for copper was used. The price of copper fluctuates over time, but is currently below the established base price. Exhibit A contains detail on the unit pricing, quantity, and shipping length tolerance.

Resolution No. R-81-2021, prepared by the Village Attorney, authorizes the Village Manager to purchase 600 volt 500 kcmil underground cable in an amount not to exceed \$80,247 under a contract with The Okonite Company.

The FY2021 Electric Fund budget contains \$361,995 (account #500.42.31-660) for the purchase of cable. To date, the Electric Fund has expended \$236,329 toward the purchase of cable.

Executive Summary (continued):

Based on lead time, the cable will likely arrive in fiscal year 2022. With the extended lead time and market uncertainty, the request for funding authorization is coming in advance of the Village Council's approval of the 2022 Electric Fund Budget. The proposed FY2022 Electric Fund budget contains \$436,806 (account #500.42.31-660) for the purchase of cable.

Recommendation:

Consider adoption of Resolution No. R-81-2021 approving a contract with The Okonite Company for the purchase of 600 volt 500 kcmil underground cable in an amount not to exceed \$80,247.

Attachments:

1. Resolution No. R-81-2021: Approving A Contract With The Okonite Company For The Purchase Of 600 Volt 500 kcmil Underground Cable
2. Contract for 600 Volt Underground Cable
3. Exhibit A: Bid Tabulation and Cable Purchase Detail

ATTACHMENT 1

Resolution No. R-81-2021

A RESOLUTION APPROVING A CONTRACT WITH THE OKONITE COMPANY FOR THE PURCHASE OF 600 VOLT 500 KCMIL UNDERGROUND CABLE

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

WHEREAS, the Village issued Bid #021-018 ("***Request for Bid***") for the purchase of three types of 600 volt secondary cable ("***Secondary Cable***"); and

WHEREAS, pursuant to the terms of the Request for Bid, the Village is permitted to select the lowest bidder for each individual type of Secondary Cable; and

WHEREAS, the Village received three bids to provide the various types of Village Secondary Cable; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that The Okonite Company. ("***Okonite***") is the lowest responsible bidder to provide the Village 500 kcmil Secondary Cable; and

WHEREAS, the Village Council desires to enter into a contract with Okonite for the Village to purchase from Okonite 500 kcmil Secondary Cable in an amount not to exceed \$80,247.00 ("***Contract***"); and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

October 5, 2021

R-81-2021

ADOPTED this 5th day of October, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

ATTACHMENT 2

VILLAGE OF WINNETKA

CONTRACT/BID FOR 600 Volt Underground Cable

Full Name of Bidder:

The Okonite Company
("Bidder")

Principal Office Address:

102 Hilltop Road
Ramsey, NJ 07446

Local Office Address:

2280 White Oak Circle
Suite 106
Aurora, IL 60502

Contact Name: Nick Koch Telephone: 

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

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

1. Proposal to Deliver Products.

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

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

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

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

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

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

2. Contract Price Proposal.

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

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

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

See pricing form in Attachment A.

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

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

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will be utilized. Copper base price for bids: \$5.00 per pound. Aluminum base prices for bids: \$1.25 per pound. All other manufacturing costs shall be fixed at the bid price.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 13-14 weeks, 20 .

4. Financial Assurance.

A.R.O.

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

5. Firm Proposal.

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

NOTE: STAFF IS PLANNING TO PRESENT BIDS TO THE VILLAGE COUNCIL AT THE SEPTEMBER 21, 2021, REGULAR VILLAGE COUNCIL MEETING. ISSUANCE OF PURCHASE ORDER(S) WOULD FOLLOW NO LATER THAN SEPTEMBER 24, 2021.

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 14 date of Sept. 2021

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

Bidder's Name: The Okonite Company

Doing Business As (if different):

Signature of Bidder or Authorized Agent: [Redacted]

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Nick Noch

Title/Position: Sr. Sales Rep.

Bidder's Business Address: 2280 White Oak Circle
Suite 106
Aurora, IL 60502

Bidder's Business Telephone: [Redacted] Facsimile: [Redacted]

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

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 600 VOLT UNDERGROUND CABLE

1. Stranded copper conductor in the sizes and amounts indicated below.

Item	Size	Strands	Quantity To Be Ordered	Maximum Reel	Cable Lay
1.	3-1/c 4/0	19	1,900 ft.	2,000 ft.	Triplexed
2.	3-1/c 500 kcmil	37	1,900 ft.	1,000 ft.	Triplexed
3.	4-1/c 350 kcmil	37	950 ft.	1,000 ft.	Quadruplexed

2. Insulation shall be rated for RHH, RHW-2, and USE-2. Suitable for direct burial or conduit installation and for 90°C operation in dry or wet locations.
3. Cable shall be supplied in the following configurations as ordered:
- Larger than #2 A.W.G., 3 – 1/c cables, triplexed.
 - Larger than #2 A.W.G., 4 – 1/c cables, quadruplexed.
4. Cable shall be identified on the covering in contrasting color by manufacturer's name, year of manufacture, type of insulation, conductor material and size, and sequential footage markings.
5. All cable ends will be capped to prevent water entry.
6. Reel type: Non-returnable, Maximum Size 84" diameter x 58" wide.
7. Reel coverings as shown below. Cable not shipped as shown will be rejected.
- A. Level 5, Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
 - B. Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
8. Tolerances of cable lengths: $\pm 5\%$.
9. Cutting lengths shall be specified as needed.
10. Cable shall be delivered in open, flat bed trucks. Reels shipped flat will be rejected.
11. Copper base price shall be \$5.00 per pound. All other manufacturing costs shall be fixed at the bid unit price. Metals escalation / de-escalation will be applicable. Vendor's quote to specify if date of manufacture or date of shipment will be used for determining metals adjustment.
12. Items may be individually awarded separately.
13. Deliveries: Required 48 hours advance notification @ (847) 716-3551.
- Receiving hours: Monday to Friday, 7:30am to 2:30pm.
Village of Winnetka Yards
1390 Willow Road, Winnetka, IL 60093
14. Approved cable manufacturers:
- BICC (General), Okonite, Service Wire Co., Southwire, and Pysmian.

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY

MANUFACTURER (600V CABLE): Okonite

2) Bid Worksheet

600V Cable

Item	Description	Strands	Cable Lay	Unit Price (per foot)	Lead Time (Weeks/Days)	+ Min Qty
1.	3-1/c 4/0	19	Triplexed	17.318	13-14 weeks	3400'
2.	3-1/c 500 kcmil	37	Triplexed	40.224	13-14 weeks	1900'
3.	4-1/c 350 kcmil	37	Quadraplexed	42.026	13-14 weeks	1000'

☐ Cable will be export packaged

☒ Standard packaging, F.O.B. Winnetka

NOTE: ITEMS MAY BE AWARDED SEPARATELY. IF THERE IS ADDITIONAL DISCOUNT/LOWER UNIT PRICE FOR BIDDER TO BE AWARDED ALL THREE ITEMS, PLEASE MAKE REFERENCE ON QUOTE.

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

ATTACHMENT 3

EXHIBIT A

Bid Tabulation and Cable Purchase Detail RFB #021-018 600 Volt Underground Cable

Bid Tabulation:

Item	Vendor Unit Price (\$/ft.) and Leadtime		
	<i>The Okonite Co. (Okonite)</i>	<i>Power Line Supply (Service Wire)</i>	<i>Wesco (Service Wire)</i>
3-1/c 4/0	\$17.318 ⁽¹⁾ Lead time 13-14 weeks	\$19.17 Lead time 3-4 weeks	\$19.200 Lead time 3 weeks
3-1/c 500 kcmil	\$40.224 ⁽²⁾ Lead time 13-14 weeks	\$43.18 Lead time 3-4 weeks	\$43.188 Lead time 3 weeks
4-1/c 350 kcmil	\$42.026 ⁽³⁾ Lead time 13-14 weeks	\$40.81 Lead time 3-4 weeks	\$40.840 Lead time 3 weeks

RFB Review Comments:

Note (1): Required minimum order of 3,400 feet for 4/0. This exceeded bid amount of 950 feet.

Note (2): Required minimum order of 1,900 feet for 3-1/c 500 kcmil cable.

Note (3): Required minimum order of 1,000 feet for 4-1/c 350 kcmil cable.

Cable Purchase Detail for Award Recommendation to Power Line Supply:

Item	Unit Price (\$/ft.)	Order Quantity	Shipping Length / Packaging	Extended Price
3-1/c 4/0	\$19.1700	1,900	\$1,821.15	\$38,244.15
4-1/c 350 kcmil	\$40.8100	950	\$1,938.48	\$40,707.98

TOTAL: \$78,952.13

↓
\$78,953.00

Cable Purchase Detail for Award Recommendation to The Okonite Company:

Item	Unit Price (\$/ft.)	Order Quantity	Shipping Length / Packaging	Extended Price
3-1/c 500 kcmil	\$40.224	1,900	\$3,821.28	\$80,246.88

TOTAL: \$80,246.88

↓
\$80,247.00



Agenda Item Executive Summary

Title: Resolution No. R-82-2021: Approving A Contract With The Okonite Comany For The Purchase Of 15kV Underground Cable (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 10/05/21

Consent: ☒ YES ☐ NO

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

Item History:

Executive Summary:

Staff is requesting approval to order one conductor size of 15kV cable to ensure that the utility's cable inventory is sufficient to meet anticipated customer project requirements in early-mid 2022. As a result of the pandemic, manufacturing lead times for many utility related products have become extended and less reliable. Based on the bid response, manufacturing lead times for 15kV cable is currently at 18 weeks. With the uncertainty of the supply chain and an extended manufacturing lead times, staff is requesting approval to order cable prior to the approval of the fiscal year 2022 Electric Fund Budget. Funding authorization in the amount of \$73,029 is being requested.

The Water & Electric Department issued Bid Number 021-019 for 15kV 1/0 three phase underground cable. This cable design is used to connect three phase pad mount transformers on the distribution system. Staff received bids from two vendors: The Okonite Company (Okonite) and Tiles In Style (dba Taza Supplies LLC). The lowest qualified bid for the cable size was submitted by Okonite. Okonite quoted cable manufactured by their firm which is acceptable to Water & Electric. The bid submitted by Tiles In Style was deemed non-responsive. The vendor bid a cable manufactured by a company, Omni Cable, not approved in the bid document and the actual cable design did not meet the specification.

The cost of cable is significantly impacted by the price of metals. Bid prices are indexed to the cost of copper. At the time of bid, the base price of \$5.00/lb. for copper was used. At the present, market prices are below this level. The requested funding authorization does not include any funding for metals escalation but does include additional funds for packaging and manufacturing length tolerances. Exhibit A contains detail on the unit pricing, quantities, and shipping length tolerances for the responsive bidder, The Okonite Company.

Executive Summary (continued):

Resolution No. R-82-2021, prepared by the Village Attorney, authorizes the Village Manager to purchase the 15kV cable in an amount not to exceed \$73,029 under the contract with The Okonite Company.

Staff is requesting approval to proceed with ordering this cable with an anticipated delivery date in 2022 to ensure sufficient inventory exists for customer requested projects. With the extended lead time and market uncertainty, the request for funding authorization is coming in advance of the Village Council's approval of the 2022 Electric Fund Budget. The proposed FY2022 Electric Fund budget contains \$436,806 (account #500.42.31-660) for the purchase of cable.

Recommendation:

Consider adoption of Resolution No. R-82-2021 approving a contract with The Okonite Company for the purchase of 15kV underground cable in an amount not to exceed \$73,029.

Attachments:

1. Resolution No. R-82-2021; Approving A Contract With The Okonite Company For The Purchase Of 15kV Underground Cable
2. Contract for 15kV Cable
3. Exhibit A: Bid Tabulation and Cable Purchase Detail

ATTACHMENT 1

Resolution No. R-82-2021

A RESOLUTION APPROVING A CONTRACT WITH THE OKONITE COMPANY FOR THE PURCHASE OF 15KV UNDERGROUND CABLE

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

WHEREAS, the Village issued Bid #021-019 ("**Request for Bids**") for the purchase of 15kV underground electric cable ("**Cable**") by the Village Water & Electric Department; and

WHEREAS, the Village received two bids ("**Bids**") to provide the Cable and opened the Bids on September 22, 2021; and

WHEREAS, Taza Supplies LLC was non-responsive to the Request for Bids because Taza Supplies LLC did not bid a cable design or a cable manufactured by a vendor that met the requirements of the Request for Bids; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that The Okonite Company ("**Okonite**") is the lowest responsive and responsible bidder to provide the Cable; and

WHEREAS, the Village Council desires to enter into a contract with Okonite for the Village to purchase Cable from Okonite in an amount not to exceed \$73,029.00 ("**Contract**"); and

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

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

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

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

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

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

ADOPTED this 5th day of October, 2021, pursuant to the following roll call vote:

October 5, 2021

R-82-2021

ADOPTED this 5th day of October, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

ATTACHMENT 2

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 15kV Cable

Full Name of Bidder:

The OMonite Company
("Bidder")

Principal Office Address:

102 Hilltop Road
Ramsey, NJ 07446

Local Office Address:

2280 White Oak Circle
Suite 106
Aurora, IL 60502

Contact Name: Nick Koch Telephone 

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

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

1. Proposal to Deliver Products.

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

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

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

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

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

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

2. Contract Price Proposal.

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

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

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

See pricing form in Attachment A.

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

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

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will be utilized. Copper base price for bids: \$5.00 per pound. Aluminum base prices for bids: \$1.25 per pound. All other manufacturing costs shall be fixed at the bid price.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 16-18 weeks, 20 .

4. Financial Assurance.

A.R.J.

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

5. Firm Proposal.

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

COUNCIL AT THE OCTOBER 5, 2021, REGULAR VILLAGE COUNCIL MEETING.
ISSUANCE OF PURCHASE ORDER WOULD FOLLOW NO LATER THAN OCTOBER 8,
2021.

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 16 date of Sept 2021

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

Bidder's Name: The Okonite Company

Doing Business As (if different): —

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Nick Noch

Title/Position: Sr. Sales Rep.

Bidder's Business Address: 2280 White Oak Circle
Suite 106
Aurora, IL 60502

Bidder's Business Telephone:  Facsimile: 

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

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 15 KV CABLE

Item	Size and Conductor	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Max Reel Lengths (ft.)
1.	1/0 A.W.G. Copper	3	Full	19	Triplex	3,750	Nominal: 1,250 5%, +5%

- 2) Compressed stranding, strand filled per ICEA T-31-610.
- 3) Concentric copper neutral.
- 4) 220 mil insulation thickness.
- 5) Ethylene propylene rubber insulation (EPR).
- 6) Jacketed.
- 7) Drawing showing cable construction, tolerances and materials shall be submitted with the bid.
- 8) Cable shall be identified on the jacket in contrasting color with manufacturer's name, year of manufacture, type of insulation, conductor size and material, and sequential footage markings.
- 9) All cable ends shall be capped to prevent water entry.
- 10) Reel type shall be non-returnable with a maximum 84" diameter X 58" .
- 11) The Village will provide reel "cut" lengths within two weeks of contract award. Reel lengths will not exceed the "Max Reel Lengths" listed above for each conductor but may be specified shorter.
- 12) Reel coverings as shown below. Cable not shipped as shown will be rejected.
Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
- 13) Tolerance of cable lengths, -5%, +5%.
- 14) Cable shall be supplied to the stricter of AEIC and ICEA specifications except that AEIC Table E-1 shall be 5 picocoulombs at all voltages.
- 15) Cable shall be delivered on an open, flat bed truck. Reels shipped flat will be rejected.
- 16) Deliveries: Required 48 hours advance notification @ (847) 716-3551.
Receiving hours: Monday to Friday, 7:30am to 2:30pm.
Village of Winnetka Yards, 1390 Willow Road, Winnetka, IL 60093
- 17) Approved cable manufacturers: General Cable, Okonite, Kerite and Pysmian.
- 18) Copper base price for bids: **\$5.00 per pound**. All other manufacturing costs shall be fixed at the bid price.

2) Worksheet

15kV Cable

Item	Description	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Unit Price (per ft.)	Lead Time (weeks)
1.	1/0 A.W.G. Copper	3	Full	19	Triplex	3,750	18.547	16-18

☐ Cable will be export packaged

☒ Standard packaging, F.O.B. Winnetka

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY.

MANUFACTURER (15kV CABLE): Okonite

TERMS: Net 30 Days

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

ATTACHMENT 3

EXHIBIT A

Bid Tabulation and Cable Purchase Detail

RFB #021-019 15kV Cable

Bid Tabulation:

Item	Vendor	
	<i>The Okonite Co. (Okonite)</i>	<i>Taza Supplies LLC (Omni Cable)</i>
3-1/c 1/0 Copper	\$18.547	Non-Responsive

Cable Purchase Detail:

Item	Unit Price (\$/ft.)	Order Quantity	Shipping Length / Packaging	Extended Price
3-1/c 1/0 Copper	\$18.5470	3,750	\$3,477.56	\$73,028.81

TOTAL: \$73,028.81



\$73,029

RFB Review Comments:

- 1) Okonite quote contained lead time of 16-18 weeks
- 2) Bid from Tiles In Style (dba Taza Supplies LLC) was deemed non-responsive.



Agenda Item Executive Summary

Title: Resolution No. R-83-2021: Approving A Contract With Wesco Distribution, Inc. For The Purchase of a Transformer (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 10/05/21

Consent: ☒ YES ☐ NO

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

Item History:

Concept plans for Streetscape Phase 4 were presented at the August 17, 2021, Village Council Regular Meeting. As part of the conceptual plans, the Electric Fund proposed addressing three underground transformer vaults located in Chestnut Court. The existing transformers will be replaced by two pad mount transformers, a single phase unit and a three phase unit. The Village Council provided policy direction for staff to proceed with design services and the preparation of construction documents.

Executive Summary:

As a result of the pandemic, manufacturing lead times for many utility related products have increased significantly and it is increasingly common for manufacturers to further delay the delivery of products on order due to supply chain issues. The proposed Streetscape Phase 4 concept plans include infrastructure work to be funded by the Electric Fund. The project requires one new three phase pad mount transformer to eliminate two existing underground transformer vaults. In order to ensure that the transformer is available in sufficient time for construction in 2022, staff is requesting funding authorization in the amount of \$25,543 to purchase the transformer in advance of the Streetscape Phase 4 construction bid documents and prior to formal approval of the fiscal year 2022 Budget.

The Water & Electric Department issued Bid Number 021-017 for the required three phase 750 kVA pad mount transformer. The bid notice was posted to the on-line bidding service Demand Star and bid notices were sent to seven companies. Staff received one bid from Wesco Distribution, Inc. (Wesco) for the transformer at a price of \$25,543 with a lead time of 22 weeks. Wesco bid a unit manufactured by ABB which met the technical criteria of the bid specification. The bid was deemed responsive.

Staff typically receives two or three responsive bids for this type of transformer. Based on receipt of a single bid, additional inquiries were made to the typical respondents. Comments received from vendors on their decision not to bid included the following:

- Transformer manufacturer is not providing firm pricing.
- Electric distributor noted, "We continue to see an extremely volatile transformer market - very high demand, supply chain issues, COVID related labor/staffing issues and trucking shortages. All of these issues are creating long lead-times and pricing uncertainty."
- Electrical distributor indicated that transformer manufacturers did not provide a bid due to work load.

Executive Summary (continued):

Based on current market conditions and with no projected change to supply chain issues in the near term, staff is recommending acceptance of the Wesco bid for the 750 kVA pad mount transformer.

Resolution No. R-83-2021, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Wesco for the purchase of a pad mount transformer.

With the extended lead time and market uncertainty, the request for funding authorization is coming in advance of the Village Council's approval of the 2022 Electric Fund Budget. The proposed 2022 Electric Fund Budget contains \$168,522 (account #500.42.34-660) for the procurement of transformers.

Recommendation:

Consider adoption of Resolution No. R-83-2021, a Resolution Approving A Contract With Wesco Distribution, Inc. For The Purchase of a Transformer in an amount not to exceed \$25,543.

Attachments:

1. Resolution No. R-83-2021: A Resolution Approving A Contract With Wesco Distribution, Inc. For The Purchase of a Transformer
2. Exhibit A: Contract - Wesco 750 kVA transformer

**A RESOLUTION APPROVING A CONTRACT WITH
WESCO DISTRIBUTION, INC.
FOR THE PURCHASE OF A TRANSFORMER**

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

WHEREAS, the Village issued Bid #021-017 ("***Request for Bids***") for the purchase of a 750 kVA pad mount transformer ("***Transformer***") by the Village Water & Electric Department; and

WHEREAS, the Village received one bid ("***Bid***") for the provision of the Transformer to the Village and opened the Bid on September 21, 2021; and

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

WHEREAS, the Village Council desires to enter into a contract with Wesco for the Village to purchase the Transformer from Wesco in an amount not to exceed \$25,543.00 ("***Contract***"); and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 5th day of October, 2021, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

Signed

Village President

Countersigned:

Village Clerk

ATTACHMENT 2

VILLAGE OF WINNETKA

CONTRACT/BID FOR 750KVA Three Phase Pad-Mount Transformer

Full Name of Bidder:

WESCO DIST. INC.
("Bidder")

Principal Office Address:

Local Office Address:

2401 INTERNATIONAL PKWY
WOODBRIDGE, IL 60517

Contact Name: MATT BOGGS Telephone: 

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

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

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

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

- (3) Bonds and Insurance. Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.

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

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

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

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

2. Contract Price Proposal.

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

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
	750 KVA TRANS	See pricing form in Attachments A.	25,543. ⁰⁰	25,543.00

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

See pricing form in Attachment A.

If Owner has not specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total

Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

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

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

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 20-22 WKS FROM.

4. Financial Assurance.

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

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

5. Firm Proposal.

All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 60 days after the date this sealed Contract/Bid is opened.

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 9th date of SEPT 2021

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

Bidder's Name: WESLO DIST INC.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: MAIT BOGGS

Title/Position: ACCOUNT REP

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

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

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

JOHN ENGEL	CEO	
DAVE SCHULTZ	CEO	

ATTACHMENT A – SPECIFICATIONS

1. SCOPE

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

2. CODES AND STANDARDS

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

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

3. QUALITY ASSURANCE

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

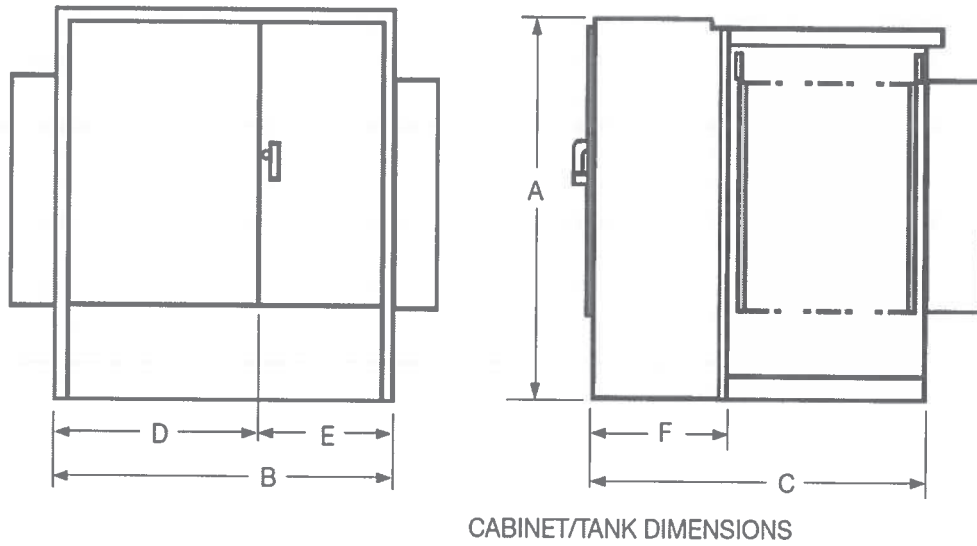
4. TRANSFORMER TECHNICAL REQUIREMENT

- a. Winding Characteristics
 - i. All windings and internal connections shall be copper or aluminum.
 - ii. The transformer shall be designed and constructed to withstand the external short-circuits, as defined by IEEE C57.12.00.
 - iii. Evidence of compliance to these short-circuit requirements as required in C57.12.00 and C57.12.90 shall be submitted to the Village of Winnetka/Director of Water & Electric upon request.
 - iv. The transformer design shall be capable of operating above rated voltage or below rated frequency in accordance with IEEE C57.12.00.
 - v. The impedance shall be as specified on the Transformer Data Sheet. IEEE tolerance shall apply.
 - vi. Amorphous core shall NOT be included in the bid.
- b. HV Compartment
 - i. The transformer shall be furnished with a high voltage compartment located on the left with a v-arrangement as per Figure 2.
 - ii. The high voltage compartment shall be furnished with 200 amp, dead front universal bushing wells and 200 amp load break bushing inserts (Cooper - Catalog Number LBI215 or Elastimold Part Number K1501A1), as per figure 1.
 - iii. A parking stand between the bushing wells shall be provided for attachment of bushing accessories, as per figure 2.
 - iv. Busing dimension shall be constructed as per **Figure 2**.
 - v. A quantity of three(3), three-phase load break switches mounted above bushing wells, with a minimum 200 amp current rating to disconnect bushing and transformer from internal bushing work, as per Figure 4;
 - 1. Line Switch A for H1A, H2A, H3A
 - 2. Line Switch B for H1B, H2B, H3B
 - 3. Xrmr Switch

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

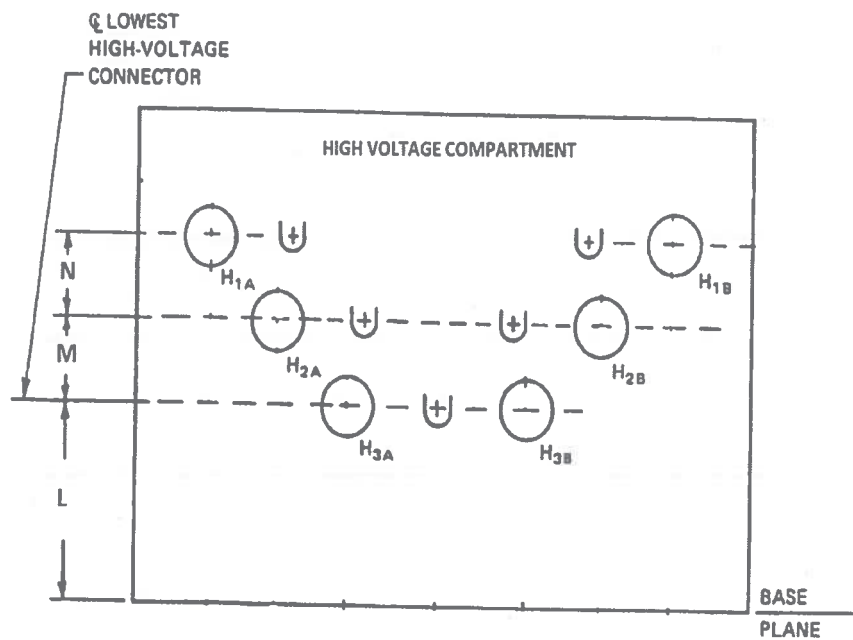
k. Reference Drawings:

Figure #1
Exterior Dimensions



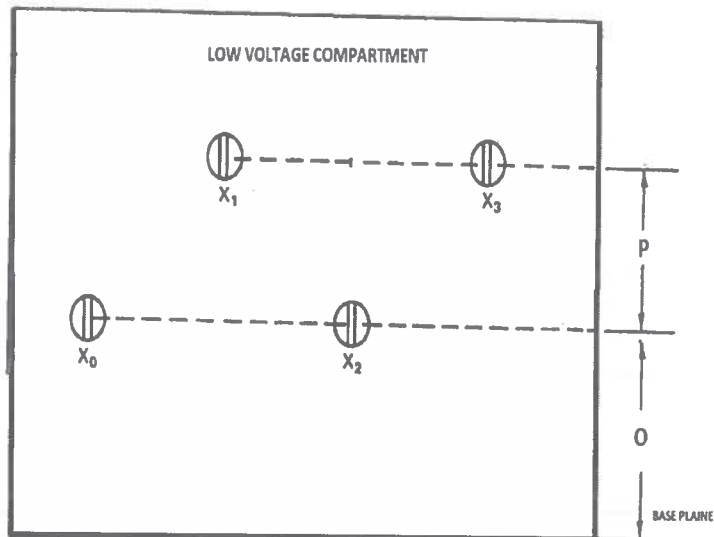
Exterior Dimension		
Dimension	Measurement (inches)	
A	TBD OEM	
B	65.5	
C	TBD OEM	
D	38	
E	28	
F	19.5	

Figure #2
High Voltage Compartment



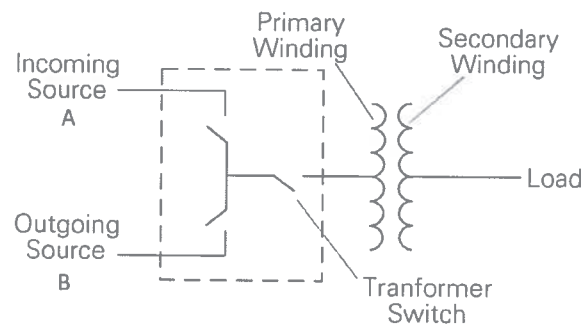
High Voltage Compartment Dimension	
Dimension	Measurement (inches)
L	27
M	33
N	39

Figure #3
Low Voltage Compartment



Low Voltage Compartment Dimension	
Dimension	Measurement (inches)
O	31
P	39

Figure 4



5. TEST

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

6. FEATURES

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

7. DOCUMENTATION

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

8. PARTS

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

Pad-mount Transformer Data Sheet

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

- Complete "Bid Submittal" form
 - Guaranteed load and no load losses to be furnished with bid.
 - Deviation in excess of bid losses will be credited to the Village on invoice.
 - Load losses to be evaluated at \$2.67 per watt and no-load losses to be evaluated at \$12.49 per watt.
 - Provide transformer dimension with bid.
 - Quote best delivery date with bid
- Transformer shall be delivered on an open bed truck
- Deliveries:
 - Shall be received **NO SOONER** than January 1st, 2022.
 - Require 48 hours advance notification, phone (847-)716-3551
 - Receiving hours: Monday – Friday, 7:00AM – 3:00PM
1390 Willow Road, Winnetka, Illinois 60093

BID SUBMITTAL

Vendor: WESCO DIST INC.

Address: 2401 INTERNATIONAL PKWY
WOODRIDGE, IL 60517

Email: mboaggs@wesco.com

Phone: [REDACTED]

Transformer Manufacturer ABB / HITACHI

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
<u>750</u>	<u>1</u>	<u>25,543</u>	<u>.886</u>	<u>5.529</u>	<u>20-22 WKS</u>
Weight (lbs)	<u>2400 APPROX</u>				

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

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

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____



September 8th, 2021

**ADDENDUM NO. 1
REQUEST FOR BIDS
750KVA THREE PHASE PAD MOUNT TRANSFORMER
RFB #021-017
VILLAGE OF WINNETKA**

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

1. Is WEG Transformers considered an approved supplier?

Yes, the Village will accept transformers manufactured by WEG.

2. Will the Village accept bid documents submitted electronically?

Yes. Bid documents for RFB #021-017 may be sent electronically to bids@winnetka.org as long as they are received before the deadline of September 21, 2021, at 11:30AM. Any files sent electronically must be below the file size limit of 29MB. If multiple emails need to be sent to ensure file sizes remain below the size limit, the emails should be numbered. Please include the bid number and bid name in the subject line of your email.

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

Anthony Vasquez
Assistant Finance Director

510 Green Bay Road, Winnetka, Illinois 60093



Agenda Item Executive Summary

Title: Resolution No. R-84-2021: Approving A Contract With Wesco For The Purchase Of Three Phase Pad Mount Transformers (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 10/05/21

Consent: ☒ YES ☐ NO

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

Item History:

Executive Summary:

Staff is requesting approval to order two different sizes of three phase pad mount transformers to ensure that the utility's transformer inventory is sufficient to meet anticipated customer requirements and/or emergent replacements. As a result of the pandemic, manufacturing lead times for many utility related products have become extended and less reliable. In the case of three phase transformers, some vendors are declining to quote a firm price. Based on the recent bid response, manufacturing lead time for three phase transformers is currently at 22 weeks.

The Water & Electric Department issued Bid Number 021-016 for the purchase of three phase 75 kVA and 150 kVA pad mount transformers. The bid notice was posted to the on-line bidding service Demand Star and bid notices were sent to seven companies. Staff received one bid from Wesco Distribution, Inc. (Wesco). As bid by Wesco, the unit cost for each 75 kVA transformer is \$10,419 and the unit cost for each 150 kVA transformer is \$12,690. Manufacturing lead time for both sizes of transformers is 22 weeks. Wesco bid units manufactured by ABB which met the technical criteria of the bid specification. The bid was deemed responsive.

Staff typically receives two or three responsive bids for this type of transformer. Based on receipt of a single bid, additional inquiries were made to the typical respondents. Comments received from vendors on their decision not to bid included the following:

- Transformer manufacturer is not providing firm pricing.
- Electric distributor noted, "We continue to see an extremely volatile transformer market - very high demand, supply chain issues, COVID related labor/staffing issues and trucking shortages. All of these issues are creating long lead-times and pricing uncertainty"
- Electrical distributor indicated that transformer manufacturers did not provide a bid due to work load.

Executive Summary (continued):

Based on current market conditions with no projected change to the supply chain issues in the near term, staff is recommending acceptance of the Wesco bid for the 75 kVA and 150 kVA pad mount transformers.

Staff is requesting approval to purchase two 75 kVA units and two 150 kVA units for a total expenditure of \$46,218. These units would tentatively arrive in March 2022.

Resolution No. R-84-2021, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Wesco for the purchase of a pad mount transformers.

With the extended lead time and market uncertainty, the request for funding authorization is coming in advance of the Village Council's approval of the 2022 Electric Fund Budget. The proposed 2022 Electric Fund Budget contains \$168,522 (account #500.42.34-660) for the procurement of transformers.

Recommendation:

Consider adoption of Resolution No. R-84-2021, A Resolution Approving A Contract With Wesco For The Purchase Of Three Phase Pad Mount Transformers in an amount not to exceed \$46,218.

Attachments:

1. Resolution No. R-84-2021; A Resolution Approving A Contract With Wesco For The Purchase Of Three Phase Pad Mount Transformers
2. Exhibit A: Contract

ATTACHMENT 1

Resolution No. R-84-2021

**A RESOLUTION APPROVING A CONTRACT WITH
WESCO DISTRIBUTION, INC.
FOR THE PURCHASE OF THREE-PHASE PAD MOUNT TRANSFORMERS**

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

WHEREAS, the Village issued Bid #021-016 ("**Request for Bids**") for the purchase of two 75 kVA pad mount transformers and two 150 kVA transformers (collectively, "**Transformers**") by the Village Water & Electric Department; and

WHEREAS, the Village received one bid ("**Bid**") for the provision of the Transformers to the Village and opened the Bid on September 13, 2021; and

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

WHEREAS, the Village Council desires to enter into a contract with Wesco for the Village to purchase the Transformers from Wesco in an amount not to exceed \$46,218.00 ("**Contract**"); and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

October 5, 2021

R-84-2021

ADOPTED this 5th day of October, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

ATTACHMENT 2

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 75KVA & 150KVA 120.208v Three Phase Pad-Mount Transformers

Full Name of Bidder:

WESCO DIST INC
("Bidder")

Principal Office Address:

Local Office Address:

2401 INTERNATIONALE PKWY
WOODRIDGE, IL 60571

Contact Name: MATT BOGGS Telephone: 

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

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

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

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

(3) Bonds and Insurance. Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.

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

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

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

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

2. Contract Price Proposal.

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

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
	75 + 150 KVA TRANS	See pricing form in Attachments A and B.	SEE PRICING PROPOSAL	

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

See pricing form in Attachment A & B.

If Owner has not specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total

Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

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

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

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

Upon delivery and acceptance of item by the Owner.

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

3 Contract Time Proposal

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 20-22 WKS, 20__.

ARO

4. Financial Assurance.

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

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

5. Firm Proposal.

All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 60 days after the date this sealed Contract/Bid is opened.

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 9th Date of Sept 2021

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

Bidder's Name: WESCO DIST INC

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: MATT BOGGS

Title/Position: ACCOUNT REP

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

Bidder's Business Telephone:  Facsimile: ()

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

JOHN ENGEL	CEO	
DAVE SCHULTZ	CFO	

ATTACHMENT A – SPECIFICATIONS

1. SCOPE

- a. The three-phase pad-mount transformer design is the basis for this specification.
- b. This specification together with the applicable Transformer Data Sheet provides the technical requirements for the design, manufacture and testing of three-phase pad mounted transformers.
- c. This specification covers only the general requirements of the transformer.
- d. The electrical characteristics and mechanical features of three-phase dead front, mineral-oil immersed, self-cooled pad-mount, compartmental-type distribution transformers have the following ranges:
 - i. **75 KVA**
 - ii. 65° C rise
 - iii. 60 Hertz
 - iv. High Voltage: 12.47 Delta
 - v. High Voltage BIL : 95kV
 - vi. Low Voltage : 208/120V

2. CODES AND STANDARDS

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

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

3. QUALITY ASSURANCE

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

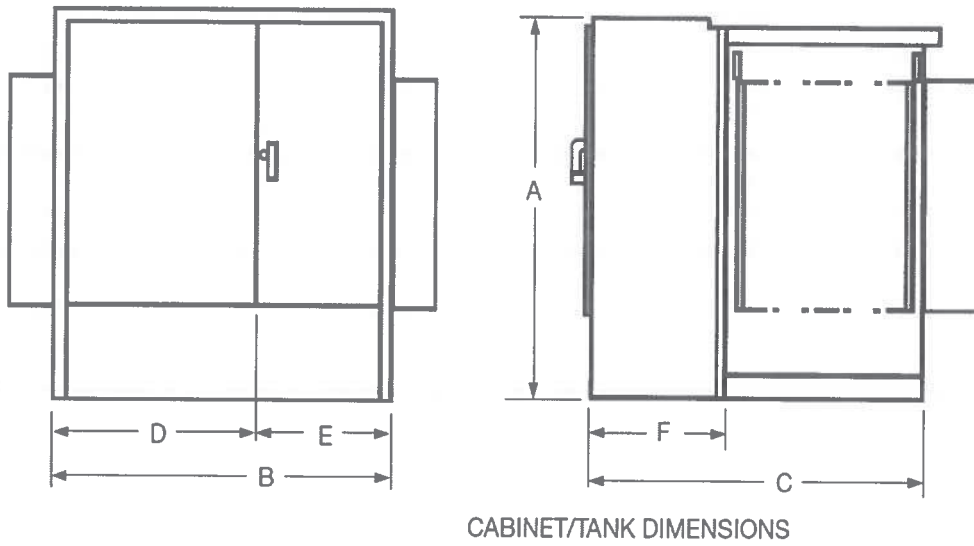
4. TRANSFORMER TECHNICAL REQUIREMENT

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

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

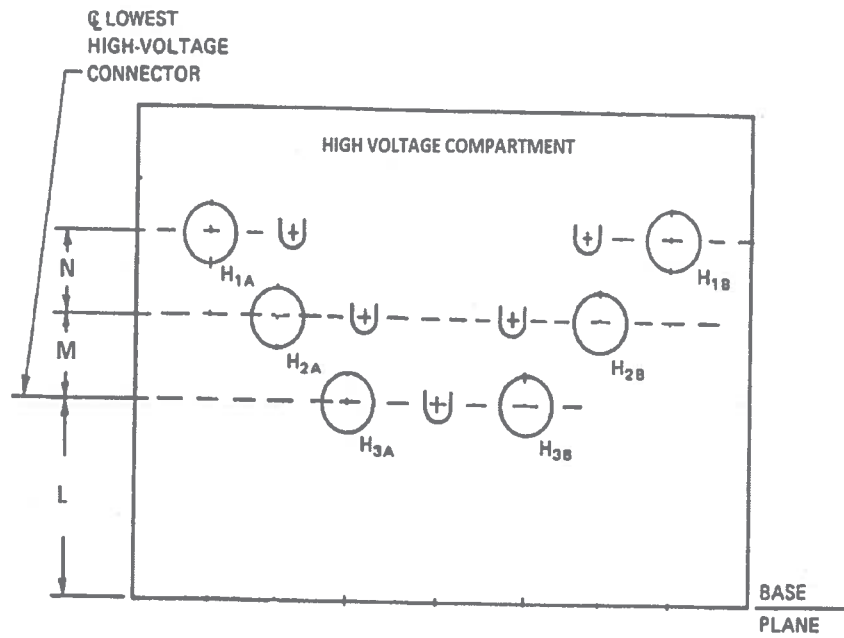
k. Reference Drawings:

Figure #1
Exterior Dimensions



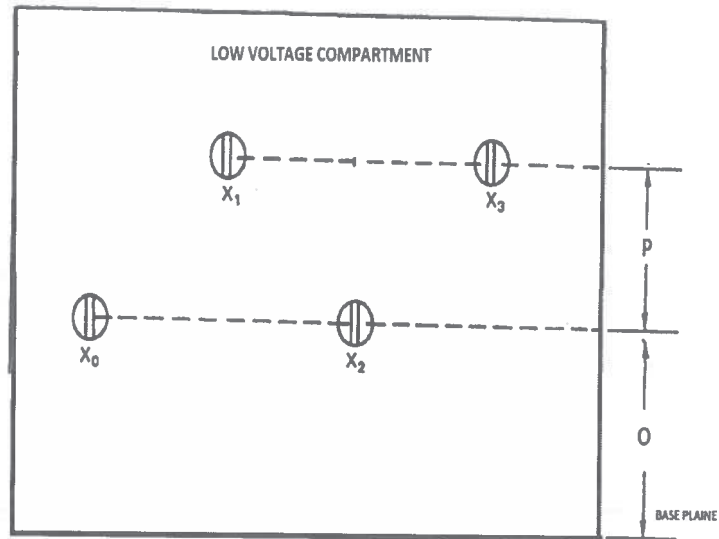
Exterior Dimension		
Dimension	Measurement (inches)	
A	TBD OEM	
B	65.5	
C	TBD OEM	
D	38	
E	28	
F	19.5	

Figure #2
High Voltage Compartment



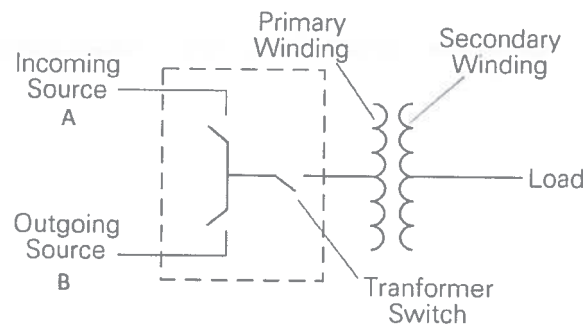
High Voltage Compartment Dimension	
Dimension	Measurement (inches)
L	26.5
M	6
N	6

Figure #3
Low Voltage Compartment



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

Figure 4



5. TEST

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

6. FEATURES

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

7. DOCUMENTATION

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

8. PARTS

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

Pad-mount Transformer Data Sheet

3 Phase KVA Rating: 75
Frequency (Hz): 60Hz
Impedance Range: per IEEE Standard Nominal impedances
Temperature Rise (Over 30°C ambient): 65° C
Primary Coil Voltage (kV): 12.47kV Delta
Primary Termination: 200 amp load break bushing inserts
Feed: Loop
Primary Taps: None
Primary BIL (kV): 95
Secondary Voltage (V): 208/120V Wye
Secondary Termination: 8-hole NEMA spades
Insulating Fluid: Naphthenic based mineral oil

Other Special Instructions:

- Complete "Bid Submittal" form
 - Guaranteed load and no load losses to be furnished with bid.
 - Deviation in excess of bid losses will be credited to the Village on invoice.
 - Load losses to be evaluated at \$2.67 per watt and no-load losses to be evaluated at \$12.49 per watt.
 - Provide transformer dimension with bid.
 - Quote best delivery date with bid
- Transformer shall be delivered on an open bed truck
- Deliveries shall be received **NO SOONER** than January 1st 2022:
 - Require 48 hours advance notification, phone (847) 716-3551
 - Receiving hours: Monday – Friday, 7:15AM – 3:00PM
 - 1390 Willow Road, Winnetka, Illinois 60093

BID SUBMITTAL

Vendor: WESCO DIST

Address: 2401 INTERNATIONAL PKWY
WOODRIDGE, IL 60517

Email: mboggs@wesco.com

Phone: [REDACTED]

Transformer Manufacturer ABB / HITACHI

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
75	2	<u>10,419</u>	<u>.181</u>	<u>.721</u>	<u>20-22 WKS</u>
Weight (lbs)	<u>2400</u>				

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

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

ATTACHMENT B – SPECIFICATIONS (2)

9. SCOPE

- a. The three-phase pad-mount transformer design is the basis for this specification.
- b. This specification together with the applicable Transformer Data Sheet provides the technical requirements for the design, manufacture and testing of three-phase pad mounted transformers.
- c. This specification covers only the general requirements of the transformer.
- d. The electrical characteristics and mechanical features of three-phase dead front, mineral-oil immersed, self-cooled pad-mount, compartmental-type distribution transformers have the following ranges:
 - i. **150 KVA**
 - ii. 65° C rise
 - iii. 60 Hertz
 - iv. High Voltage: 12.47 Delta
 - v. High Voltage BIL : 95kV
 - vi. Low Voltage : 208/120V

10. CODES AND STANDARDS

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

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

11. QUALITY ASSURANCE

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

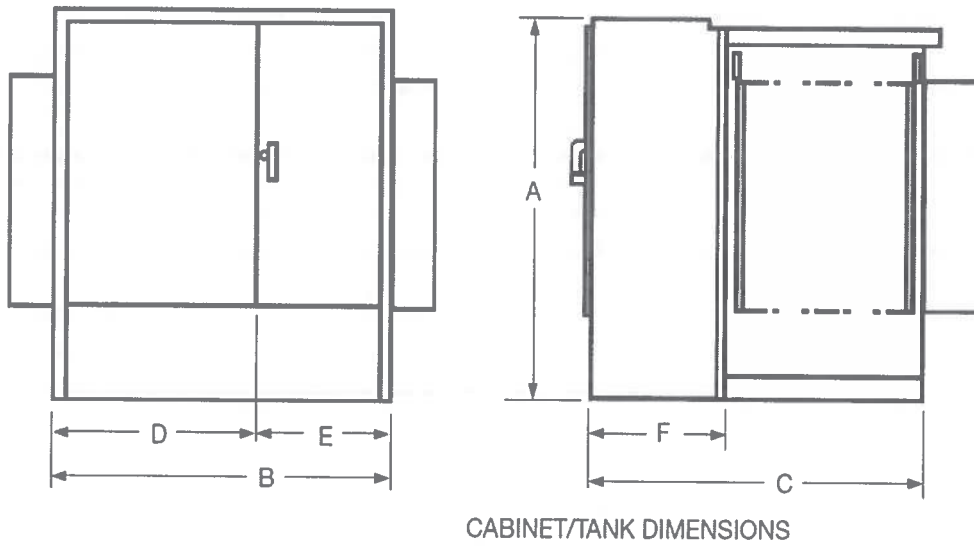
12. TRANSFORMER TECHNICAL REQUIREMENT

- a. Winding Characteristics
 - i. All windings and internal connections shall be copper or aluminum.
 - ii. The transformer shall be designed and constructed to withstand the external short-circuits, as defined by IEEE C57.12.00.
 - iii. Evidence of compliance to these short-circuit requirements as required in C57.12.00 and C57.12.90 shall be submitted to the Village of Winnetka/Director of Water & Electric upon request.
 - iv. The transformer design shall be capable of operating above rated voltage or below rated frequency in accordance with IEEE C57.12.00.
 - v. The impedance shall be as specified on the Transformer Data Sheet. IEEE tolerance shall apply.
- b. HV Compartment
 - i. The transformer shall be furnished with a high voltage compartment located on the left with a v-arrangement as per Figure 2.
 - ii. The high voltage compartment shall be furnished with 200 amp, dead front universal bushing wells and 200 amp load break bushing inserts (Cooper - Catalog Number LBI215 or Elastimold Part Number K1501A1), as per figure 1.
 - iii. A parking stand between the bushing wells shall be provided for attachment of bushing accessories, as per figure 2.
 - iv. Busing dimension shall be constructed as per Figure 2.
 - v. A quantity of three(3), three-phase load break switches mounted above bushing wells, with a minimum 200 amp current rating to disconnect bushing and transformer from internal bushing work, as per Figure 4;
 - 1. Line Switch A for H1A, H2A, H3A
 - 2. Line Switch B for H1B, H2B, H3B
 - 3. Xrmr Switch
- c. LV Compartment
 - i. The transformer shall be furnished with a low voltage compartment and shall house the LV connections in the form of **8-hole NEMA spades** mounted on threaded copper studs, per IEEE C57.12.34
 - ii. Staggered Low-Voltage terminal arrangement as per Figure 3.
 - iii. Busing dimension shall be constructed as per Figure 3.

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

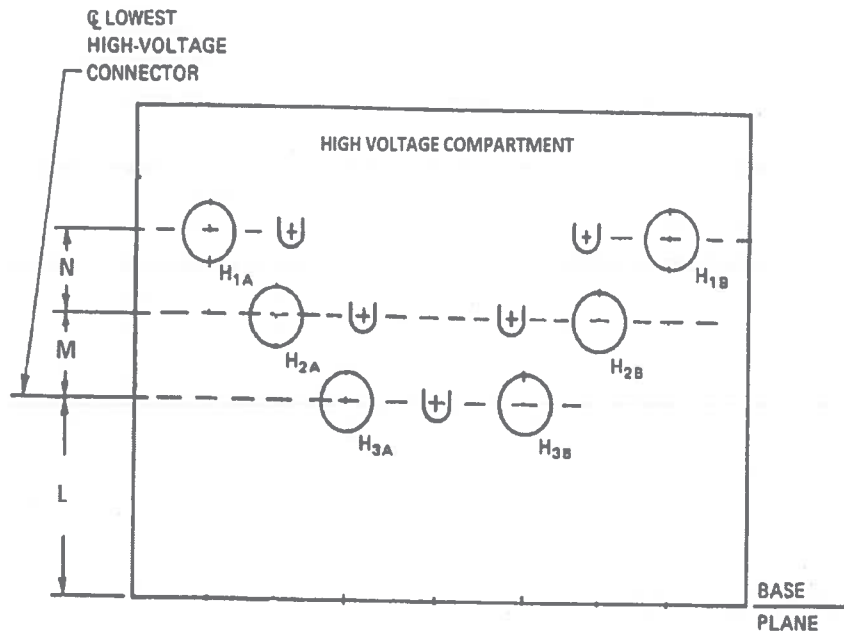
k. Reference Drawings:

Figure #1
Exterior Dimensions



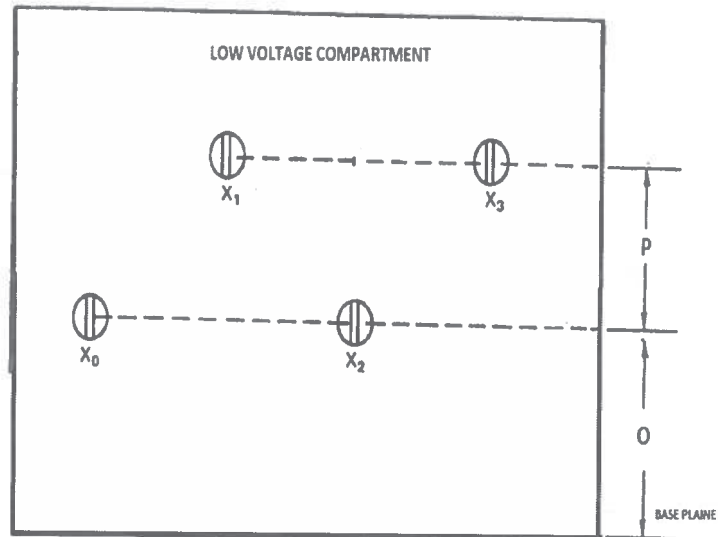
Exterior Dimension	
Dimension	Measurement (inches)
A	TBD OEM
B	65.5
C	TBD OEM
D	38
E	28
F	19.5

Figure #2
High Voltage Compartment



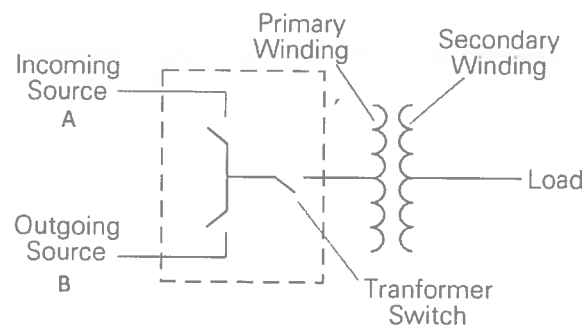
High Voltage Compartment Dimension	
Dimension	Measurement (inches)
L	26.5
M	6
N	6

Figure #3
Low Voltage Compartment



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

Figure 4



13. TEST

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

14. FEATURES

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

15. DOCUMENTATION

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

16. PARTS

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

Pad-mount Transformer Data Sheet

3 Phase KVA Rating: 150
Frequency (Hz): 60Hz
Impedance Range: per IEEE Standard Nominal impedances
Temperature Rise (Over 30°C ambient): 65° C
Primary Coil Voltage (kV): 12.47kV Delta
Primary Termination: 200 amp load break bushing inserts
Feed: Loop
Primary Taps: None
Primary BIL (kV): 95
Secondary Voltage (V): 208/120V Wye
Secondary Termination: 8-hole NEMA spades
Insulating Fluid: Naphthenic based mineral oil

Other Special Instructions:

- Complete "Bid Submittal" form
 - Guaranteed load and no load losses to be furnished with bid.
 - Deviation in excess of bid losses will be credited to the Village on invoice.
 - Load losses to be evaluated at \$2.67 per watt and no-load losses to be evaluated at \$12.49 per watt.
 - Provide transformer dimension with bid.
 - Quote best delivery date with bid
- Transformer shall be delivered on an open bed truck
- Deliveries shall be received **NO SOONER** than January 1st 2022:
 - Require 48 hours advance notification, phone (847) 716-3551
 - Receiving hours: Monday – Friday, 7:15AM – 3:00PM
 - 1390 Willow Road, Winnetka, Illinois 60093

BID SUBMITTAL

Vendor: WESCO

Address: 2401 INTERNATIONALE PKWY
WOODRIDGE, IL 60517

Email: mbaggia@wesco.com

Phone: [REDACTED]

Transformer Manufacturer ABB / HITACHI

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
150	2	<u>12,690</u>	<u>.267</u>	<u>1.446</u>	<u>20-22 WKS</u>
Weight (lbs)	<u>2800</u>				

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

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

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____



VILLAGE OF WINNETKA

Incorporated in 1869

September 8th, 2021

ADDENDUM NO. 1

REQUEST FOR BIDS

75KVA & 150KVA 120.208V THREE PHASE PAD MOUNT TRANSFORMERS

RFB #021-016

VILLAGE OF WINNETKA

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

1. Is WEG Transformers considered an approved supplier?

Yes, the Village will accept transformers manufactured by WEG.

2. Will the Village accept bid documents submitted electronically?

Yes. Bid documents for RFB #021-016 may be sent electronically to bids@winnetka.org as long as they are received before the deadline of September 13, 2021, at 11:30AM. Any files sent electronically must be below the file size limit of 29MB. If multiple emails need to be sent to ensure file sizes remain below the size limit, the emails should be numbered. Please include the bid number and bid name in the subject line of your email.

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

Anthony Vasquez
Assistant Finance Director

510 Green Bay Road, Winnetka, Illinois 60093



Agenda Item Executive Summary

Title: Ordinance No. MC-5-2021: Amending Liquor Code (Introduction)

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

Agenda Date: 10/05/2021

Consent: ☐ YES ☒ NO

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

Item History:

9/21/21 - Information only.

Executive Summary:

On August 3, 2021, Hometown Coffee and Juice applied for a Class F liquor license with the Village. A Class F liquor license authorizes the retail sale of wine and beer at a coffee shop, solely for consumption on premises where sold between 5:00p.m. and midnight.

Hometown Coffee and Juice's business model includes the sale of specialty cocktails made with liquor. Additionally, the business requests to be able to sell and serve alcoholic beverages during daytime hours as similar to other restaurants and specialty shops in the Village. Under the the current definition of a Class F license, Hometown Coffee and Juice would not be eligible to sell liquor other than wine and beer and would not be able to sell or serve any alcoholic beverages prior to 5:00p.m.

The Village Attorney prepared a draft proposed amendment that would update the definition of a Class F liquor license to include sale and service of liquor and update the hours of liquor service in a coffee shop to begin at 11:00a.m.

Should said amendment be approved by Council, the resolution to approve Hometown Coffee and Juice's Class F liquor license application would be brought before Council on October 19th.

Recommendation:

Consider introduction of Ordinance No. MC-5-2021 - Amending Sections 5.09.010 and 5.09.100 of the Winnetka Village Code Concerning Class F Liquor Licenses.

Attachments:

1. Ordinance No. MC-5-2021
2. Hometown Coffee and Juice - Food and drink menu

ATTACHMENT 1

ORDINANCE NO. MC-5-2021

AN ORDINANCE AMENDING SECTIONS 5.09.010 AND 5.09.100 OF THE WINNETKA VILLAGE CODE CONCERNING CLASS F LIQUOR LICENSES

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 has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Chapter 5.09 of the Winnetka Village Code, as amended ("***Village Code***"), regulates the sale and consumption of alcoholic beverages in the Village; and

WHEREAS, pursuant to Section 5.09.100 of Village Code, Class F Liquor Licenses ("***F License***") authorize the retail sale of wine and beer at a coffee shop, solely for consumption on the premises where sold between 5:00 p.m. and midnight; and

WHEREAS, the Village desires to permit recipients of F Licenses to offer, in addition to beer and wine, liquor and to do so during daytime hours; and

WHEREAS, the Council of the Village of Winnetka ("***Village Council***") has determined that it is in the best interest of the Village to amend Sections 5.09.010 and 5.09.100 of Village Code as set forth in this Ordinance;

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

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

SECTION 2: AMENDMENT TO SECTION 15.09.010 OF THE VILLAGE CODE. Section 5.09.010, titled "Definitions," of Chapter 5.09, titled "Liquor Control Regulations," of the Village Code shall be amended to read as follows:

Section 5.09.010 Definitions.

Unless the context otherwise requires, words and phrases in this chapter shall be construed in accordance with the definitions set forth in this section.

* * *

"Coffee shop" means a place of business that: (a) is licensed under Chapter 5.24 of this code; (b) opens to the public for business each day not later than 7:00 a.m. and remains open to the public for business continuously for not less than 10 hours; (c) has a total floor area not greater than 2,500 square feet; and (d) is engaged in the

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

primary business of the sale, over a counter located at the point of sale where customers place orders, of: (i) coffee, tea, coffee-based beverages, tea based beverages, and other beverages prepared on the premises for consumption on or off the premises where served; and (ii) food items, including baked goods, sandwiches, and salads, ~~primarily prepared off premises~~ for consumption on or off the premises where served.

* * *

SECTION 3: AMENDMENT TO SECTION 15.09.100 OF THE VILLAGE CODE.

Section 5.09.100, titled "Classification of Licenses," of Chapter 5.09, titled "Liquor Control Regulations," of the Village Code shall be amended to read as follows:

"Section 5.09.100 Classification of Licenses.

* * *

P. Class F Licenses. Class F licenses authorize the retail sale of ~~solely wine and beer~~ **liquor** at a coffee shop, solely for consumption on the premises where sold, subject to and in accordance with the following conditions and restrictions:

1. The sale of ~~wine and beer~~ **liquor** at any time before ~~5:00 p.m.~~ **11:00 a.m.** and after 11:59 p.m. is prohibited.
2. ~~Wine~~ **Liquor** must be ~~either: (a) sold and served in single-serving glassware or plasticware; or (b)~~ **except for wine, which also may be** sold by the bottle and consumed from single-serving glassware or plasticware. ~~Beer must be sold and served in single servings.~~ Packaged sales are prohibited.
3. ~~Wine and beer~~ **Liquor** must be ordered by patrons at, and sold and served over, the counter of the coffee shop at the point of sale.
4. Each and every patron who desires to consume ~~wine~~ **liquor** (including, without limitation, a portion of wine sold by the bottle) ~~or beer~~ must: (a) be physically present at the counter during the point-of-sale transaction during which the ~~wine and beer~~ **liquor** is purchased; and (b) present a form of valid photographic identification issued by a state government or the United States government. For the purpose of this Section 5.09.100.P, "point-of-sale transaction" means each instance when a patron or group of patrons purchases food and beverages at the counter, whether or not the purchases are processed or documented as a single transaction by the coffee shop.

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

5. All single-serving sales must comply with the following requirements:
 - a. The number of servings of ~~wine and beer~~ **liquor** sold and served during each point-of-sale transaction may not exceed the number of patrons who are physically present at the counter during the transaction and who have presented identification in accordance with Section 5.09.100.P.4 of this Code.
 - b. The sale and service of a serving of ~~wine and beer~~ **liquor** to a patron or group of patrons for consumption by a patron other than the patrons who are physically present at the counter during the point-of-sale transaction and who have presented identification in accordance with Section 5.09.100.P.4 of this code is prohibited.
 - c. Each and every single serving of ~~wine and beer~~ **liquor**, other than the first two servings of ~~wine and beer~~ **liquor**, ~~or a combination of wine and beer~~, sold to each patron must be accompanied by a sale of food to each patron. For the purpose of this Section 5.09.100.P, "food" means baked goods, sandwiches, salads, prepared snacks, and similar items. "Food" does not mean candy, mints, gum, and similar items.
6. All sales of bottles of wine must comply with the following requirements:
 - a. Each bottle of wine must be purchased for consumption by not less than two patrons.
 - b. The sale of more than one bottle of wine during each point-of-sale transaction is prohibited.
 - c. The sale of a bottle of wine for consumption, in whole or in part, by any patron or patrons who are not physically present at the counter during the point-of-sale transaction and who have not presented identification in accordance with Section 5.09.100.P.4 of this Code is prohibited.
 - d. Each bottle of wine sold must be accompanied by the sale of food.
7. ~~e. —~~ All employees of a coffee shop licensed pursuant to this Section 5.09.100.P who are on duty during the hours when ~~wine and~~

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

beer liquor may be served pursuant to the license must have completed state BASSET training.

* * *

SECTION 4: 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 5: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

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

PASSED this ____ day of _____, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2021.

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 _____,
2021.

Introduced: _____, 2021

Passed and Approved: _____, 2021

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

ESPRESSO BAR

*SERVED HOT OR ICED

	8oz	12oz	16oz	20oz
ESPRESSO*	(2oz) 2.75			
CORTADO	(4oz) 3.25			
MACCHIATO	(4oz) 3.00			
AMERICANO*		3.25	3.50	3.75
FLAT WHITE	3.50	3.75		
CAPPUCCINO*	3.50	3.75	4.25	4.50
LATTE*		3.75	4.25	4.50
MOCHA LATTE*		4.00	4.25	4.50
CAFE AU LAIT		3.00	3.25	3.50
CHAI LATTE*		3.75	4.25	4.50
MATCHA LATTE*		4.25	4.50	4.75
HOT CHOCOLATE	2.75	3.25	3.75	4.25
substitute oat, almond, soy, or coconut (0.75)				

COFFEE

BREWED COFFEE	2.50	2.75	3.00
COLD BREW on TAP	3.75	4.25	4.75
OAT MILK LATTE on TAP	5.00	5.50	6.00
FRENCH PRESS makes 2 cups			4.50

*coffee by La Colombe

ORGANIC LOOSE LEAF TEAS

ICED TEAS	2.75	3.00	3.25
BLACK black passion			
GREEN moroccan mint			
HERBAL ginger plum			
HOT TEAS			3.50
BLACK english breakfast, earl grey, black passion			
GREEN emerald spring, moroccan mint, jasmine			
HERBAL chamomile, ginger plum			

LEMONADE SHAKERS

12oz/3.75	20oz/4.75	24oz/5.50
classic lemonade iced tea lemonade		
blueberry basil strawberry kiwi mint		
watermelon lime		

COLD PRESSED JUICES

12oz/7.25

8-CARROT GOLD carrots, apple, ginger, lemon	
CAN'T BEET THAT beets, apple, ginger, lemon	
GREEN THUMB celery, kale, spinach, mint, apple, lemon, cucumber	
REFRESH apple, lemon, mint	
THE COOLEST cucumber, pineapple, apple, mint, lemon	
TROPICAL KICK pineapple, apple, ginger, cayenne	
LOVELY DAY carrots, apple, cinnamon	
GINGER SHOT ginger, apple, lemon	3.50
IMMUNITY BOOSTER ginger, celery, pineapple, apple, cayenne	4.25

SMOOTHIE BOWLS

9.75

BERRY BOWL blueberry, strawberry, banana, almond milk, almond butter, topped with honey, granola, blueberry, sliced strawberry & banana	
YOU'RE MY BOWL BLUE banana, blueberry, almond milk, lavender, topped with granola, cinnamon, banana, honey, chia & hemp seeds	
GREEN WITH ENVY spinach, avocado, banana, coconut milk, topped with granola, agave, chia seeds, sliced kiwi, strawberry & banana	

SMOOTHIES

12oz KIDS/5.75 16oz/7.75

BANANA MOCHA ESPRESSO espresso, banana almond milk, chocolate	
BLUEBERRY BANANA blueberries, banana, almond milk	
DAILY FIX strawberries, banana, spinach, dates, coconut milk, vanilla whey	
IT'S NOT EASY BEING GREEN kale, spinach, avocado, cucumber, coconut water, mint, lemon, apple	
KALE ME MAYBE kale, strawberries, banana pineapple, coconut water, chia & hemp seeds	
MATCHA spinach, kale, dates, banana, coconut water	
PB & BANANA peanut butter, banana, almond milk	
ROLLING IN THE OATS rolled oats, banana, dates, pecans, cinnamon, almond milk	
STRAWBERRY ORANGE BANANA strawberry, banana, orange juice	
TROPICAL ESCAPE mango, orange juice, pineapple, banana, coconut milk	

HOMETOWN TOASTS

SERVED ON OUR DELICIOUS MULTIGRAIN BREAD
*AVAILABLE AS A BREADLESS BOWL (sub 2 eggs)

THE CLASSIC* avocado, roma tomato, crushed red pepper flakes, salt, olive oil (add egg +2.00)	7.75
AVO & LOX* avocado, smoked salmon, cucumber, roma tomato, salt, lemon, capers (add egg +2.00)	10.75
GARDEN CAPRESE* avocado, pesto, roma tomato, salt, balsamic glaze, mozzarella (add egg +2.00)	8.75
TUNA + AVO* house prepared albacore, caper tuna, roma tomato, lemon, salt, avocado, pepper, olive oil	10.75
GREEK* avocado, red onion, tomato, feta, kalamata olives, cucumber, greek dressing (add egg +2.00)	8.75
APPLE ALMOND almond butter, apple, honey, cinnamon, pecan crumble	8.25

CLASSICS

BAGEL & LOX smoked salmon, cream cheese, tomato, cucumber, capers	10.75
HT BREAKFAST SANDWICH egg, bacon, cheddar, tomato, avocado, brioche	9.00
BREAKFAST WRAP scrambled egg, bacon, cheddar, avocado, tomato, honey wheat wrap	8.50
BAGEL & CREAM CHEESE plain, sesame, rye, everything, or cinnamon raisin bagel with plain or chive cream cheese	3.75
VEGGIE SANDWICH hummus, spinach, red onion, cucumber, swiss, olive oil, salt, pepper on toasted multigrain	8.75
TUNA SANDWICH house albacore, lemon caper tuna, tomato, on multigrain	9.75
TURKEY BLT WRAP turkey, bacon, lettuce, tomato, munster, honey mustard, honey wheat wrap	8.50

PASTRIES

DONUTS by Do-Rite	
COOKIES by Shookies Cookies	
Options by Hot Cakes Bakery	
CINNAMON SCONE	
MUFFINS blueberry, apple bran, chocolate	
BISCOTTI almond & apricot	

BAGEL MELTS

DELICIOUS STEAMED BAGEL SANDWICHES	
BACON EGG & CHEESE bacon, cheddar, fresh cooked egg, on a plain bagel	8.00
SALAMI EGG & CHEESE salami, cheddar, fresh cooked egg, on an everything bagel (sub ham for salami)	8.25
THE CLUB turkey, munster, bacon, tomato, honey mustard, on a plain bagel	8.50
RUBIN'S REUBEN turkey, cheddar, tomato, dressing slaw, on a rye bagel	8.75
PARK AVE MELT turkey, cheddar, tomato, tomato, horseradish sauce, red onion, on an everything bagel	8.50

SALADS & POCKETS

ALL DRESSINGS ARE HOUSE MADE
SERVED IN BOWL, WRAP, OR WARM PITA

DETROIT GREEK romaine & iceberg lettuce, cucumber, tomato, beets, feta, chickpeas, kalamata olives with julie's greek dressing (add turkey +2.50)	10.75
THE HOMETOWN romaine & iceberg lettuce turkey, ham, swiss, green olives, gherkin sweet pickles with creamy maurice dressing	12.50
HARVEST KALE kale, sweet potato, quinoa, pumpkin seeds, red cabbage, chives with mustard dill dressing	11.00
THE REGGIE romaine & iceberg lettuce, hearts of palm, provolone, carrot, cucumber celery, tomato, red peppers, with hometown balsamic vinaigrette	10.75
TUNA SALAD house albacore lemon caper tuna, spinach, cucumber, carrots, with hometown balsamic vinaigrette	11.00

SPECIALS

GIANT PRETZEL sea salt or cinnamon sugar, choice of up to 3 dips, yellow mustard, cilion, beer cheese, chocolate, sweet cream	10.00
---	-------

CATERING AVAILABLE!

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*ASK ABOUT OUR GLUTEN FREE OPTIONS

consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illness

HOMETOWN BOOZE & BITES

COCKTAILS

STRAWBERRY FIELDS

Rosé, strawberries, lemon, blended with ice 10

HOMETOWN NEGRONI

Gin, Salers, Dolin Blanc, Green Thumb ice cubes 12

GINGER JULEP

Bourbon, ginger liqueur, lemon, agave, ginger beer 12

ELDERFLOWER 75

Vodka, St. Germain, lemon, prosecco 13

BLUEBERRY BUZZ

White rum, blueberries, mint, lime, agave, soda 12

TROPICAL KICK

Blanco tequila, pineapple, green apple, ginger, lime and cayenne 12

THE COOLEST

Gin, cucumber, pineapple, green apple, mint, lemon 13

MIDWEST OLD FASHIONED

Bourbon, demerara, Angostura 11

ESPRESSO MARTINI

Vodka, Kahlua, Baileys, chocolate sauce, espresso 13

BLOODY MARY

Vodka, bloody mary mix, with olives, pickles and celery 12

HEY BARTENDER

Your choice of liquor served martini style, neat, or on the rocks MP

WINE

ROSÉ Mont Gravet, Languedoc-Roussillon, France 9/36

SPARKLING ROSÉ Cleto Chiarli, Emilia-Romagna, Italy 12/48

PROSECCO Adami, Veneto, Italy 10/40

SAUVIGNON BLANC Fire Road, Marlborough, New Zealand 10/40

CHARDONNAY Raeburn, Russian River Valley, California 11/44

CABERNET SAVIGNON Black Station, California 11/44

PINOT NOIR Black Magnolia, Willamette, Oregon 12/48

HOMETOWN BOOZE & BITES

SPIKED SHAKERS

Choose your spirit (gin/vodka/tequila)

12

BLUEBERRY BASIL Fresh lemon, blueberry, basil, agave

STRAWBERRY KIWI MINT Fresh lemon, strawberry, kiwi, mint, agave

WATERMELON Fresh lemon, watermelon, lime, agave

ICED TEA LEMONADE

CLASSIC LEMONADE

BEER

LAGER Peroni | Tecate

7

WHEAT Hacker Pschorr

7

IPA Atwater Brewery, Pog-O-Licious

6

CHELADA Tecate, lime, salt

8

BITES

Olives & Almonds

6

Kettle Chips & French Onion Dip

6

Veggies & Hummus

8

Bruschetta

9

Guacamole & Chips

10

GIANT SOFT PRETZEL

Choose salty or sweet (cinnamon sugar)

Dips (choose up to 3): House made beer cheese, mustard (yellow/dijon), chocolate, and sweet cream

10

TURKEY REUBEN SLIDERS (3 per order)

Turkey, swiss, Russian slaw, brioche

12

ROAST BEEF SLIDERS (3 per order)

London broil roast beef, cheddar, horseradish, brioche

13

FLATBREADS

PESTO Fresh mozzarella, sun-dried tomatoes, corn

13

SPINACH MOZZARELLA Marinara, red onion, cherry tomatoes, oregano

13

HUMMUS JALAPEÑO Feta, cherry tomato, red onion, pumpkin seeds

13

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness

please notify employees of any allergies

Agenda Packet 105



Agenda Item Executive Summary

Title: Ordinance No. M-17-2021: 1225 Hill Road - Variation (Introduction/Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 10/05/2021

Consent: ☐ YES ☒ NO

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

Item History:

None

Executive Summary:

On October 5, the Village Council is scheduled to consider Ordinance No. M-17-2021, in response to an application submitted by Joan Kasten (the “Applicant”), as the owner of the property located at 1225 Hill Road (the “Subject Property”). The Applicant requests approval of the following zoning variation to allow construction of a pergola on the Subject Property:

- Front yard setback of 22.33 feet from Hill Road, whereas a minimum of 85.47 feet is required, a variation of 63.14 feet (73.87%) [Section 17.30.050 - Front and Corner Yard Setbacks].

ZONING BOARD OF APEALS REVIEW

The Zoning Board of Appeals (ZBA) considered the request on September 13, 2021. After hearing from the Applicant, the Applicant's design professional, and receiving written correspondence from three neighbors in support of the application, the ZBA briefly discussed the request and recommended, by a vote of 5-0, approval of the application.

Details of the request can be found in the attached staff report to the ZBA (Attachment 2). Draft minutes of the ZBA meeting are included as Attachment 3.

Recommendation:

Given the Zoning Board of Appeals unanimously recommended approval of the requested variation, the Council may wish to (a) consider waiving introduction of Ordinance No. M-17-2021 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-17-2021.

Attachments:

Attachment 1: Ordinance No. M-17-2021, An Ordinance Granting a Variation from the Winnetka Zoning Ordinance for the Construction of a Pergola within the R-2 Single Family Residential District (1225 Hill Road)

Attachment 2: September 9, 2021 ZBA Staff Report and Attachments

Attachment 3: Excerpt of September 13, 2021 ZBA draft meeting minutes

Attachment 4: Public Correspondence

ORDINANCE NO. M-17-2021

AN ORDINANCE GRANTING A VARIATION
FROM THE WINNETKA ZONING ORDINANCE
FOR THE CONSTRUCTION OF A PERGOLA
WITHIN THE R-2 SINGLE FAMILY RESIDENTIAL DISTRICT
(1225 Hill Road)

WHEREAS, Joan Kasten and Walter Kasten II (collectively, “*Applicant*”) are the record title owners of the parcel of real property commonly known as 1225 Hill Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Subject Property*”); and

WHEREAS, the Subject Property is located within the R-2 Single Family Residential District of the Village (“*R-2 District*”) measuring approximately 21,965 square feet in size and improved with a single-family residence (“*Existing Building*”); and

WHEREAS, the Applicant desires to construct a new pergola on the Subject Property south of the Existing Building (“*Proposed Improvements*”); and

WHEREAS, pursuant to Section 17.30.050 of the Village of Winnetka Zoning Ordinance (“*Zoning Ordinance*”), the Subject Property must have a minimum front yard setback of 85.47 feet; and

WHEREAS, to permit the Proposed Improvements, the Applicant filed an application for a variation from Section 17.30.050 of the Zoning Ordinance to permit a minimum front yard setback of approximately 22.33 feet (“*Variation*”); and

WHEREAS, on September 13, 2021, after due notice thereof, the Zoning Board of Appeals (“*ZBA*”) conducted a public hearing on the Variation and, by a vote of five members in favor and none opposed, recommended that the Council of the Village of Winnetka (“*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 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 (ii) there are practical difficulties or particular hardships in the way of carrying out the strict letter of the provision or regulation of the Zoning Ordinance from which the Variation has been sought; and

WHEREAS, the Village Council has determined that approval of the Variation for the Subject Property within the R-2 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variation from Section 17.30.050 of the Zoning Ordinance to permit the construction of the Proposed Improvements on 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 3: CONDITIONS. The Variation granted by Section 2 of this Ordinance is subject to, and contingent upon, compliance by the Applicant with the following conditions:

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvements and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Compliance with Plans.** The development, use, and maintenance of the Proposed Improvements on the Subject Property must be in strict accordance with the plans, copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.
- D. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, 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 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Clerk Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 5: 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 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 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 6: 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 Variation.

SECTION 7: 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 8: EFFECTIVE DATE.

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

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

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 8.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this ____ day of _____, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2021.

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 _____,
2021.

Introduced: _____, 2021

Passed and Approved: _____, 2021

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 14 IN BLOCK D OF BROADMEADOW PROPERTIES; BEING A SUBDIVISION OF THE SOUTH TWO THIRDS OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1936 AS DOCUMENT NUMBER 11862729, IN BOOK 318, PAGE 38, IN COOK COUNTY, ILLINOIS.

Commonly known as 1225 Hill Road, Winnetka, Illinois.

PIN: 05-20-317-008-0000

EXHIBIT B
PLANS
(SEE ATTACHED EXHIBIT B)



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☒ SELECT DESIRED FIBERGLASS COLUMN WITH POLY TUSCAN CAP-BASE SET:

- ☐ 980052 - 10" X 8' PLAIN ROUND TAPERED
☐ 980054 - 10" X 10" X 8' PLAIN SQUARE PULTRUDED

☒ SELECT DESIRED COATING COLOR: (CHROMAGUARD® ENGINEERED COATING)

☐ STANDARD:

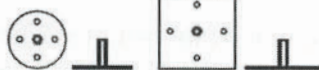
- ☐ WHITE (INCLUDED)

☐ SEMI-CUSTOM:

- ☐ LINEN (917058) ☐ ESTATE (917054)
☐ FOG (917055) ☐ MOSS (917059)
☐ TRICORN (917061) ☐ SADDLE (917060)
☐ CREAM (917053) ☐ JAVA (917056)
☐ LATTE (917057) ☐ CANNON (917052)
☐ COCOA (917062)

☐ SELECT DESIRED WIND LOAD / DECK PLATES (OPTIONAL):

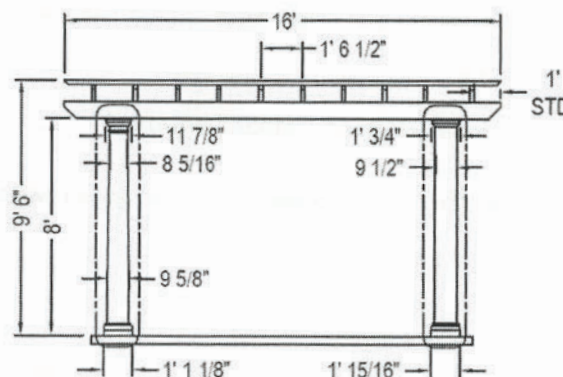
- ☐ ROUND ☐ SQUARE



☐ SELECT DESIRED OPTION:

- ☐ FAN BRACKET (OPTIONAL)

PRE-DESIGNED 16' X 16' FREE STANDING FIBERGLASS PERGOLA	
NO. OF SUPPORT / HEADER BEAMS	4
NO. OF RAFTERS	10
NO. OF PURLINS	14
NO. OF HEADER SUPPORTS	0



16' X 16' PREDESIGNED PERGOLA ROUND COLUMN OPTION

16' X 16' PREDESIGNED PERGOLA SQUARE COLUMN OPTION

(A) FRONT ELEVATION

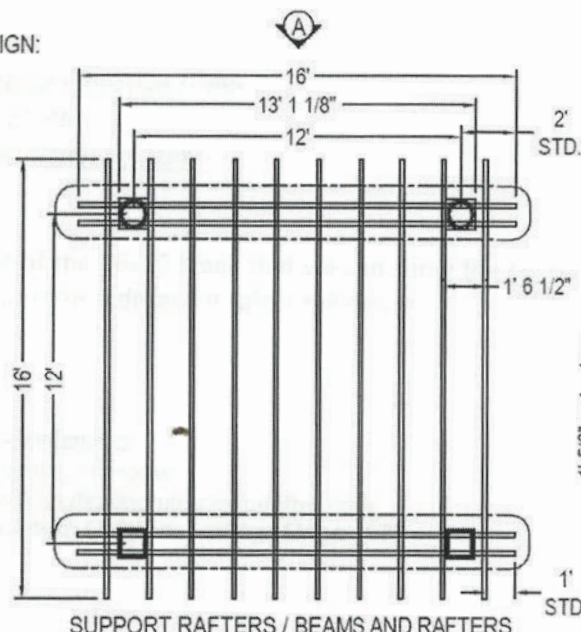
☒ SELECT DESIRED RAFTER TAIL DESIGN:

☐ STANDARD:

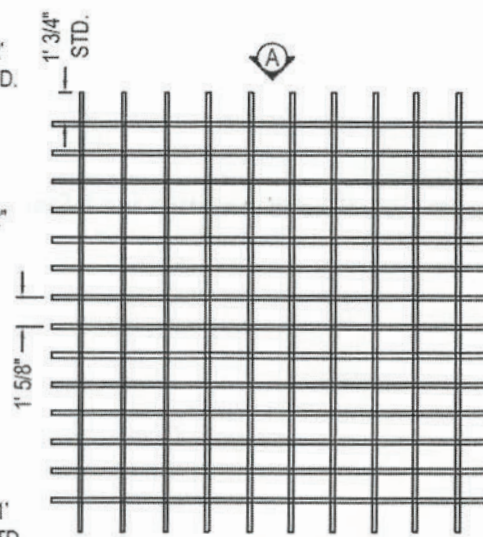
- ☐ NAPA (INCLUDED)

☐ SEMI-CUSTOM:

- ☐ WINDSOR (917007)
☐ CRAFTSMAN (917002)
☐ KENSINGTON (917003)
☐ SPARTAN (917006)
☐ ROMAN (917005)
☐ CONTEMPORARY (917001)



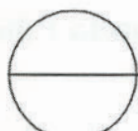
SUPPORT RAFTERS / BEAMS AND RAFTERS
PLAN VIEW



RAFTERS AND PURLINS
PLAN VIEW

NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS WITH INCLUDED ARBOR-LOC® HARDWARE.
2. NOT PRINTED TO SCALE, CAD MODEL 1:1
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 5118-014



16' X 16' FREESTANDING PERGOLAS (PREDESIGNED SIZES)

PREDESIGNED 16' X 16' FREE-STANDING PERGOLA

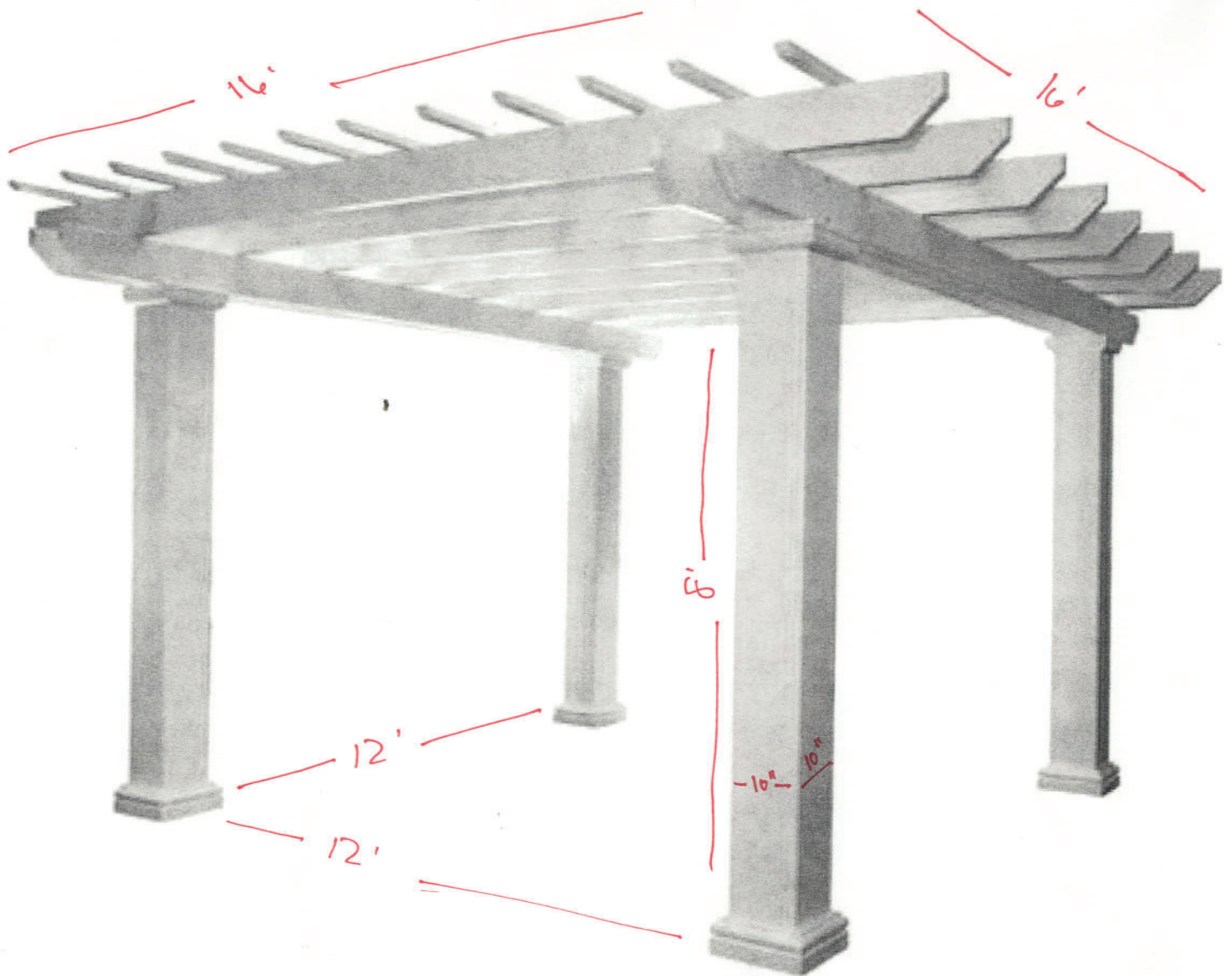


EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Winnetka, Illinois (***“Village”***):

WHEREAS, Joan Kasten and Walter Kasten II (collectively, ***“Applicant”***) are the record title owners of the parcel of real property commonly known as 1225 Hill Road in Winnetka, Illinois, and legally described in **Exhibit A** (***“Subject Property”***); and

WHEREAS, the Subject Property is located within the R-2 Single Family Residential District of the Village (***“R-2 District”***) measuring approximately 21,965 square feet in size and improved with a single-family residence (***“Existing Building”***); and

WHEREAS, the Applicant desires to construct a new pergola on the Subject Property south of the Existing Building (***“Proposed Improvements”***); and

WHEREAS, pursuant to Section 17.30.050 of the Village of Winnetka Zoning Ordinance (***“Zoning Ordinance”***), the Subject Property must have a minimum front yard setback of 85.47 feet; and

WHEREAS, to permit the Proposed Improvements, the Applicant filed an application for a variation from Section 17.30.050 of the Zoning Ordinance to permit a minimum front yard setback of 22.33 feet (***“Variation”***); and

WHEREAS, Ordinance No. M-17-2021, adopted by the Village Council on _____, 2021 (***“Ordinance”***), grants the Variation; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of the

Variation 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 hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the 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: _____, 2021

ATTEST: **JOAN KASTEN**

By: _____ By: _____

ATTEST: **WALTER KASTEN II**

By: _____ By: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: SEPTEMBER 9, 2021
SUBJECT: 1225 HILL ROAD - VARIATION (CASE NO. 21-29-V2)

INTRODUCTION

On September 13, 2021, the Zoning Board of Appeals is scheduled to hold a public hearing on an application submitted by Joan Kasten (the "Applicant") as the owner of the property located at 1225 Hill Road (the "Subject Property"). The Applicant requests approval of the following zoning variation to allow construction of a pergola on the Subject Property:

1. Front Yard Setback of 22.33 feet from Hill Road, whereas a minimum of 85.47 feet is required, a variation of 63.14 feet (73.87%) [Section 17.30.050 – Front and Corner Yard Setbacks].

A mailed notice was sent to property owners within 250 feet of the Subject Property in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Talk* on August 26, 2021. As of the date of this memo, staff has not received any written comments from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant a variation to reduce a front yard setback for an accessory structure other than a garage.

PROPERTY DESCRIPTION

The Subject Property, which is approximately a half acre in size, is a corner lot located on the northeast corner of the intersection of Hill and Westview Roads and contains an existing two-story residence (see Figure 1). The property is zoned R-2 Single Family Residential, and it is bordered by R-2 Single Family Residential to the north, east, and west, and unincorporated Cook County to the south (see Figure 2). The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

The existing lot is a legal non-conforming lot that is only 21,965 square feet in lot area, while the minimum required lot area for a corner lot in the R-2 District is 25,200 square feet. Also, the required minimum average lot width is 115 feet, while the existing lot, which is measured from Westview Road to the east property line, is only 110 feet.

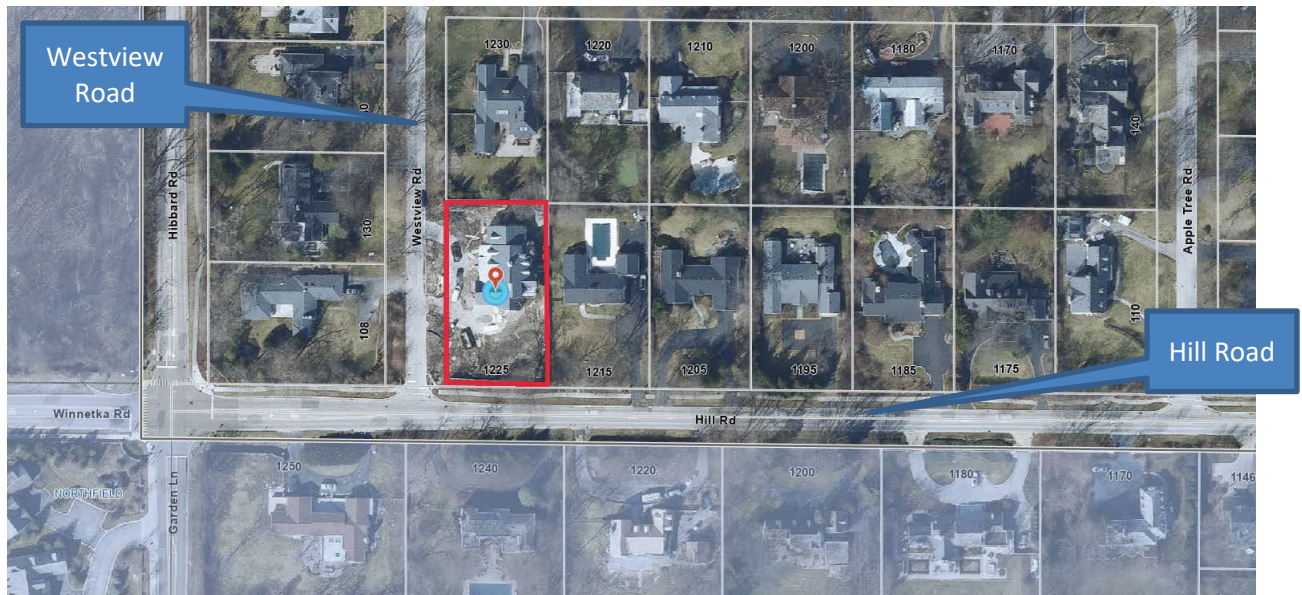


Figure 1 – Aerial Map

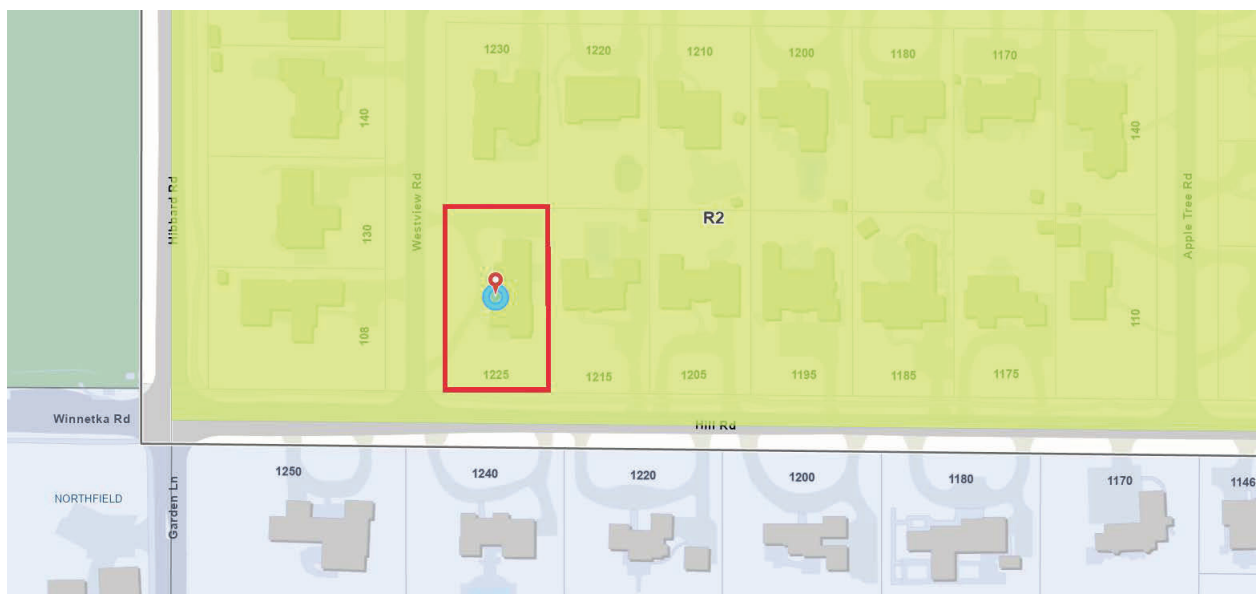


Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

Construction of the residence was completed in 2020. The Applicant acquired the property in 2018.

There are no previous zoning cases on file for the Subject Property.

Figures 3 through 5 on the following pages are current photos of the site.



Figure 3 – Subject Property (Corner – Front Elevation – Westview Road)



Figure 4 – Subject Property (Front Yard Along Hill Road)



Figure 5 – Subject Property (Front Elevation – Hill Road)

PROPOSED PLAN

The variation is being requested in order to construct a pergola on the south side of the existing residence, along Hill Road. The proposed pergola would measure 16 feet by 16 feet and be 9.5 feet in height. The proposed plan also includes a bluestone patio, which the pergola would be located on, as well as steps down to the proposed patio and pergola. The proposed improvements do not increase gross floor area or roofed lot coverage. The proposed patio and steps represent an increase of 238 square feet of impermeable lot coverage.

Excerpts of the proposed site plan and rendering of the pergola are provided on the following page as Figures 6 and 7. The complete set of plans are provided in the application materials (Attachment B).

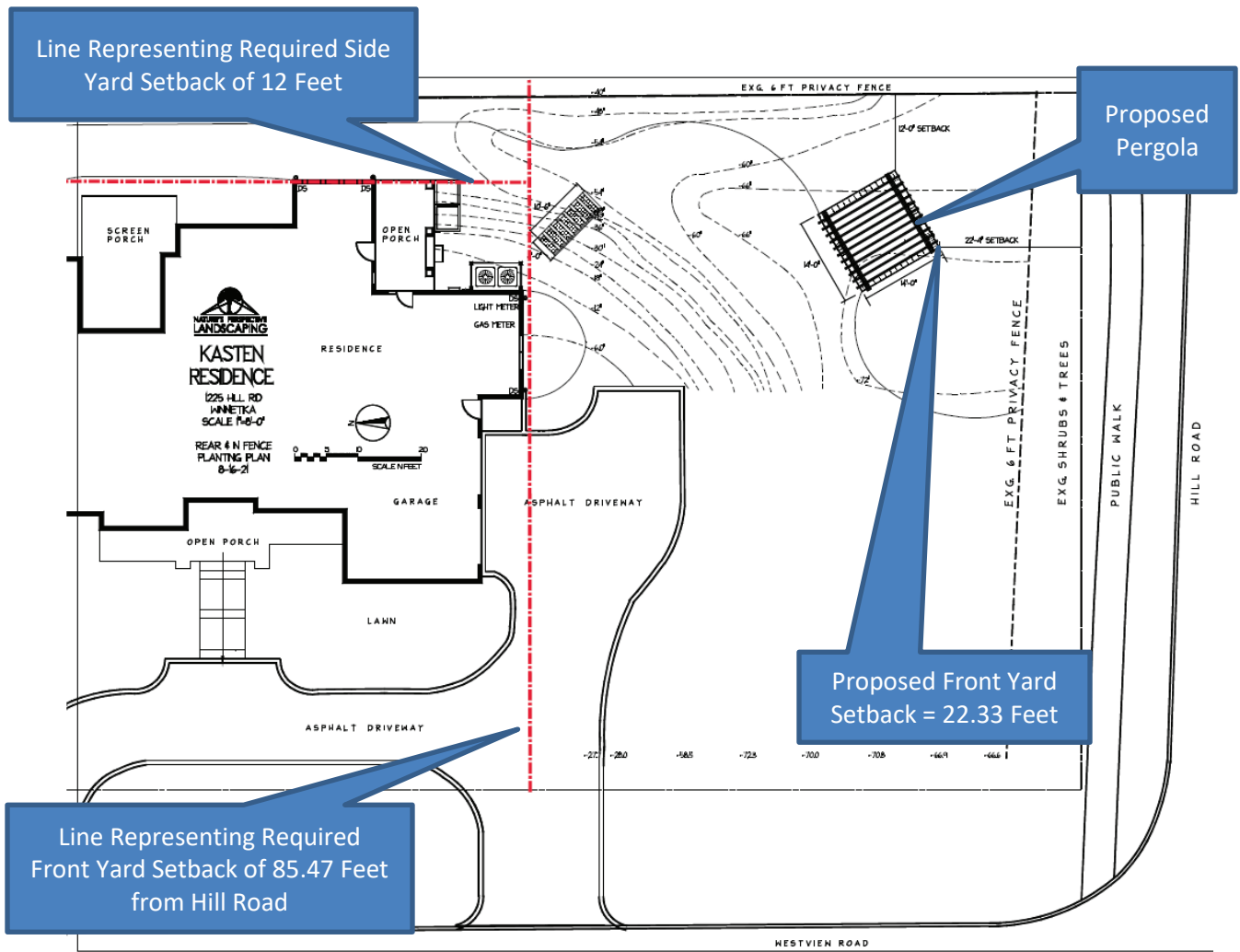


Figure 6 – Excerpt of Site Plan

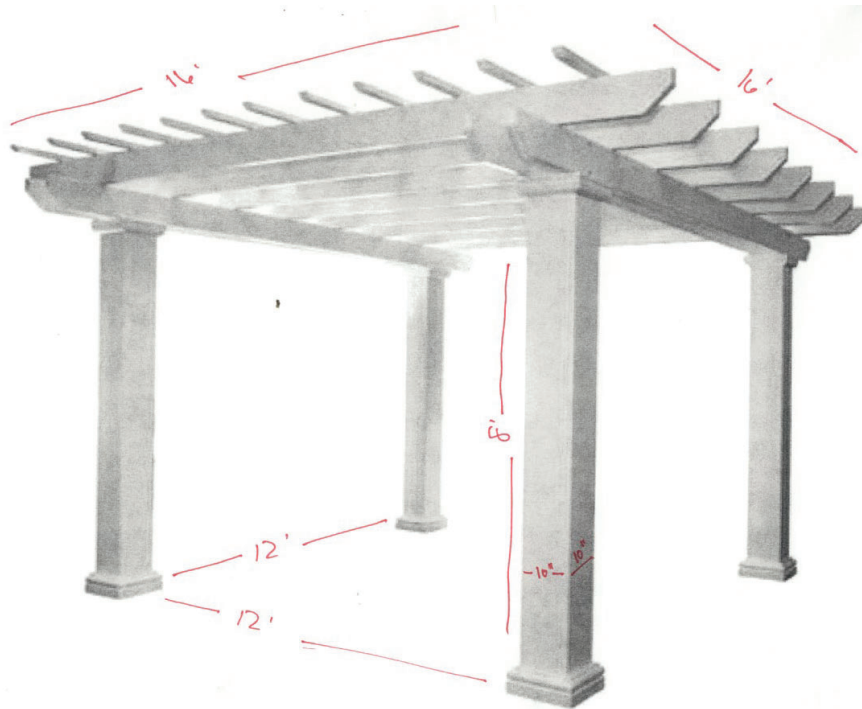


Figure 7 – Rendering of Proposed Pergola

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, it is worth noting that the Subject Property, including the residence itself, is located within the 100-year floodplain. The residence has a floodable crawlspace, so the home is still in the floodplain, however, it is elevated per the Village of Winnetka Flood Hazard Protection Ordinance. The proposed improvements must also comply with the Village of Winnetka Flood Hazard Protection Ordinance as well as the Village stormwater regulations. The proposed plan has been reviewed and approved by the Village Engineering staff. All runoff from the patio must be routed to the existing onsite stormwater system that was installed when the residence was constructed in 2020. The Applicant is not required to increase the capacity of the existing stormwater system to accommodate the proposed improvements.

Figure 8 below represents the Subject Property's location in the floodplain; the cyan represents the 100-year flood area, the orange represents the 500-year flood area.



Figure 8 – GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached zoning matrix highlights the existing lot and the proposed improvements' compliance with the R-2 zoning district (Attachment A). One variation is being requested to allow the proposed pergola to provide a front yard setback of 22.33 feet, whereas a minimum of 85.47 feet is required.

The Zoning Ordinance requires a minimum front yard setback of 50 feet in the R-2 and R-1 zoning districts. However, there are exceptions and limitations to the district minimum front setback. In the R-2 zoning district, the front setback required for newly developed lots shall be no less than the average of the other front setbacks on the block, provided that there are at least three principal buildings on the block and that at least 50% of those principal buildings maintain a setback greater than the district minimum. Vacant lots and lots on which the principal building maintains a front setback of at least 150 feet shall be excluded when calculating the average front setback. The average front setback cannot be less than the required minimum setback established for the zoning district a property is located in. Additionally, the maximum average front setback shall be no more than 5 feet more than the front setback maintained by an existing principal building on an immediately adjoining lot; provided that in no case shall the average front setback exceed twice the minimum setback required for the zoning district.

In this particular case, there are six principal buildings on the block which the Subject Property is located, as shown on Figure 9. Those properties and their respective front setbacks are as follows:

- 1215 Hill Road: 90.26 feet
- 1205 Hill Road: 88.45 feet
- 1195 Hill Road: 84.6 feet
- 1185 Hill Road: 83.8 feet
- 1175 Hill Road: 77.31 feet
- 110 Apple Tree Road: 88.41 feet



Figure 9 – Placement of Homes on 1100-1200 Block of Hill Road

(Please note: The building depicted for the Subject Property does not represent the residence constructed in 2020)

The average of the block is 85.47 feet and the front setback maintained by the existing principal building on the immediately adjoining lot at 1215 Hill Road is 90.26 feet. Therefore, the required setback for the Subject Property is 85.47 feet. As previously noted, the Applicant is requesting that the pergola be set back 22.33 feet from the front property line along Hill Road. For reference, the existing home on the Subject Property is setback 86.09 feet from the front property line.

FINDINGS

Does the ZBA find that the requested variation meets the standards for granting such variation; and if so, is the ZBA prepared to make a recommendation to the Village Council regarding the requested relief? If so, a ZBA member may wish to make a motion recommending approval or recommending denial based upon the following:

Move to recommend **approval [denial]** of the following variation granting:

1. Front Yard Setback of 22.33 feet from Hill Road, whereas a minimum of 85.47 feet is required, a variation of 63.14 feet (73.87%) [Section 17.30.050 – Front and Corner Yard Setbacks].

The Zoning Board of Appeals finds, based on evidence in the record or a public document, that the variation requested are **in harmony [not in harmony]** with the general purpose and intent of the Zoning Ordinance and that each of the following eight standards on which evidence is required

pursuant to Section 17.60.050 of this Code **has been met [has not been met]** in connection with this variation application **[subject to the following conditions...]**

The eight standards to consider when granting a variation are as follows:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.
2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.
3. The variation, if granted, will not alter the essential character of the locality.
4. An adequate supply of light and air to the adjacent property will not be impaired.
5. The hazard from fire and other damages to the property will not be increased.
6. The taxable value of the land and buildings throughout the Village will not diminish.
7. The congestion in the public street will not increase.
8. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Application Materials

ATTACHMENT A

ZONING MATRIX

ADDRESS: 1225 Hill Road

CASE NO: 21-29-V2

ZONING: R-2

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	25,200 SF	21,965 SF	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	115 FT	109.82 FT	N/A	N/A	EXISTING NONCONFORMING
Min. Lot Depth	200 FT	200 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	5,491.25 SF (1)	4,620.83 SF	4,620.83 SF	0 FT	OK
Max. Gross Floor Area	6,863.11 SF (1)	5,872.45 SF	5,872.45 SF	0 FT	OK
Max. Impermeable Lot Coverage	10,982.5 SF (1)	7,491.47 SF	7,729.47 SF	238 SF	OK
Min. Front Yard (Hill/South)	85.47 FT	86.09 FT	22.33 FT	(63.76) FT	63.14 FT (73.87%) VARIATION
Min. Corner Yard (Westview/West)	31.93 FT	32.04 FT	32.04 FT	0 FT	OK
Min. Side Yard (East)	12 FT	12.63 FT	12 FT	(0.63) FT	OK
Min. Rear Yard (North)	25 FT	25.1 FT	25.1 FT	0 FT	OK

NOTES:

(1) Based on lot area of 21,965 s.f.

(2) Variation amount is the difference between proposed and requirement.

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 21-29-V2
VA2021-889Property InformationSite Address: 1225 Hill RdOwner InformationName: Joan KastenAddress: 1225 Hill RdCity, State, ZIP: Winnetka, IL 60093

Email: _____

Primary Contact: Joan Kasten

Phone No. _____

Date property acquired by owner: 7-26-18Architect InformationName: Nature's Perspective LandscapingPrimary Contact: Steve StrattonAddress: 2000 Greenleaf StCity, State, ZIP: Evanston IL 60202Phone No. 847.475.7917Email: SStratton@natureperspective.comAttorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Nature of any restrictions on property: _____

Brief explanation of variation(s) requested (attach separate sheet providing additional details): See attachment

Property Owner Signature: _____





2000 GREENLEAF STREET, EVANSTON, ILLINOIS 60202
847-475-7917 · 847-475-7975 fax · www.naturesperspective.com

August 9, 2021

Dear Village of Winnetka,

This letter is regarding a variation request for work at the 1225 Hill Rd address. We are proposing a 16'x16'x12'H pergola on a new bluestone 14'x14' patio. The pergola proposed already meets the minimum required side yard setback from the east property line of 12 feet. The pergola is 9.5' tall, which is well short of the 15' height limit imposed by Winnetka. According to the zoning department the required setback is 85.47'. We are asking for a variation on the required setback.

Due to this lot being on the corner of Hill Rd and Westview Rd the side yard of this property is considered a front yard. The main entrance and front door for the property is located on Westview, not on Hill Rd. This section of yard is mostly utilized as a side yard. This area is the most applicable location for the pergola as it is not seen from the street or sidewalk or in line of sight from any neighbors. All along the property line bordering Hill Rd there are large trees, a 6' full privacy fence, and additional plantings in between the location of the proposed pergola and road.

The existing conditions of the property would not allow for the pergola to be set back the required 85.47' due to the location of the residence and the grade of the land. Granting of this variance will allow the homeowners to utilize this section of the property that is not visible from the street, or to the neighbors and provides them privacy and protection from the sun. The proximity of this pergola to the property line will have zero impact on neighboring properties.

The variation will not alter the essential character of the locality, nor obstruct the supply of light and air to the neighboring property. It will not increase risk of fire. The taxable value of the land and buildings will not diminish. There will be no congestion in the street due to the variation, and will not impair public health, safety, comfort, morals, or welfare of the inhabitants of the Village. Our construction supervisor, 30+ year veteran Ray Diaz, will be overseeing the overall construction. The pergola is a stock style made of rot-free fiberglass, supplied by Columns & Carvings, an industry leader in architectural products and materials including structural columns, deck/porch railing and pergolas. The pergola is backed with a limited lifetime warranty and will be constructed by Mike Combs of Combs Carpentry, in business since 2010 and a long-time trusted subcontractor of our company.

Finally, the pergola will match with the principal structure of the residence. The style and look of it will be consistent and have an aesthetically appealing flow. Again, it will only be visible from within the property, and hidden from the neighbors and viewing from the road. By granting this variation the owners will be able to fully utilize and beautify their property.

Sincerely,

Steve Stratton
Nature's Perspective Landscaping

THE PREMISES COMMONLY KNOWN AS:
1225 S. HILL ROAD, WINNETKA, IL. 60093
PARCEL AREA = 21,965 S.F.
PIN: 05-20-317-008

PLAT OF SURVEY

OF

LOT 14 IN BLOCK D OF BROADMEADOW PROPERTIES; BEING A
SUBDIVISION OF THE SOUTH TWO THIRDS OF THE SOUTHWEST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED AUGUST 7, 1936 AS DOCUMENT NUMBER
11862729, IN BOOK 318, PAGE 38, IN COOK COUNTY, ILLINOIS.

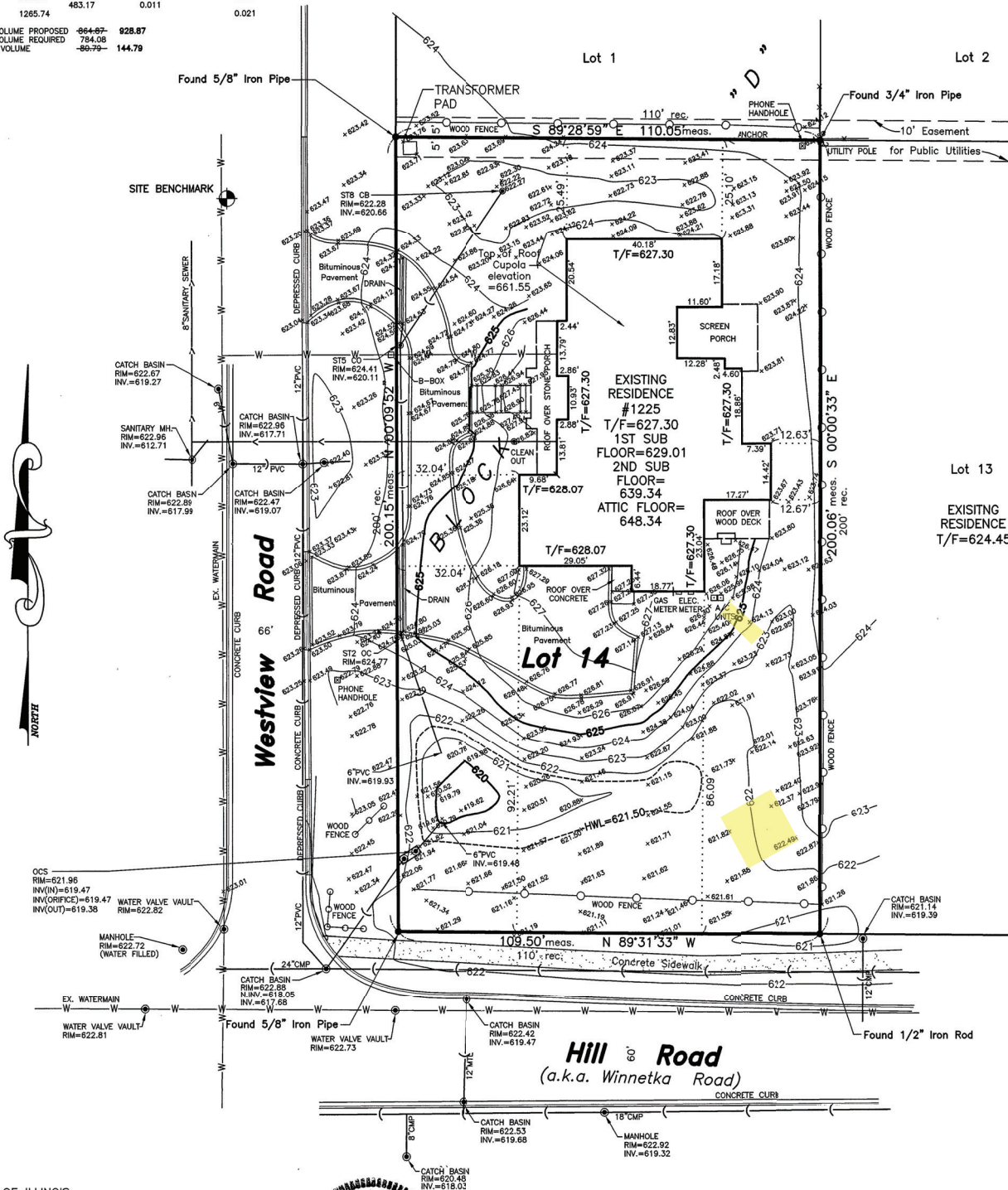
BENCHMARKS:
SOURCE BENCHMARK:
MONUMENT RECORD, CONCRETE MONUMENT
ON THE NORTH SIDE OF INTERSECTION AT
HILL ROAD AND LOCUST ROAD.
ELEVATION= 627.47 NAVD88

SITE BENCHMARK:
SURVEY CONTROL POINT, CUT CROSS ON
CONCRETE CURB ON THE WEST SIDE OF
WESTVIEW ROAD NEAR WEST CORNER
OF SURVEY.
ELEVATION= 623.39 NAVD88

ASBESTUS
DETENTION BASIN - 100 YEAR VOLUME

ELEVATION	AREA	VOLUME (CF)	VOLUME (AC-FT)	CUMULATIVE VOLUME (AC-FT)
619.48	0.00			
620.00	166.18	43.21	0.001	0.001
620.50	300.43	138.65	0.003	0.003
621.00	666.93	263.84	0.006	0.010
621.50	1265.74	483.17	0.011	0.021

TOTAL VOLUME PROPOSED 664.87- 928.87
TOTAL VOLUME REQUIRED 784.08
EXCESS VOLUME -89.79- 144.79



STATE OF ILLINOIS
COUNTY OF LAKE S.S.

I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED THE LAND AS DESCRIBED IN THE ABOVE CAPTION. ANY STRUCTURES SHOWN HEREON WERE LOCATED BY ME OR UNDER MY DIRECTION AND THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT GRAYSLAKE, ILLINOIS THIS 27TH DAY OF NOVEMBER, A.D. 2018.

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-20
PROFESSIONAL DESIGN FIRM NO. 184-002732



REVISED FINAL SURVEY 07-07-2020 B.J.L.
FINAL SURVEY 08-30-2020 B.J.L.
ADDED SUB FLOOR & ROOF ELEVATIONS 01-08-2020 B.J.L.
FOUNDATION LOCATED 07-22-2019 B.J.L.

Scale: 1" = 20'
FILE NO. 143-18
F14318 SPOT.DWG

FIELDWORK COMPLETED: 07-07-2020

CLIENT NAME: A. Perry Builders, LLC.

ADDRESS: 1220 Washington Avenue

Wilmette, IL 60091

NOTES:

PLAT IS VOID if the Impressed Surveyor's Seal does not appear.

Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

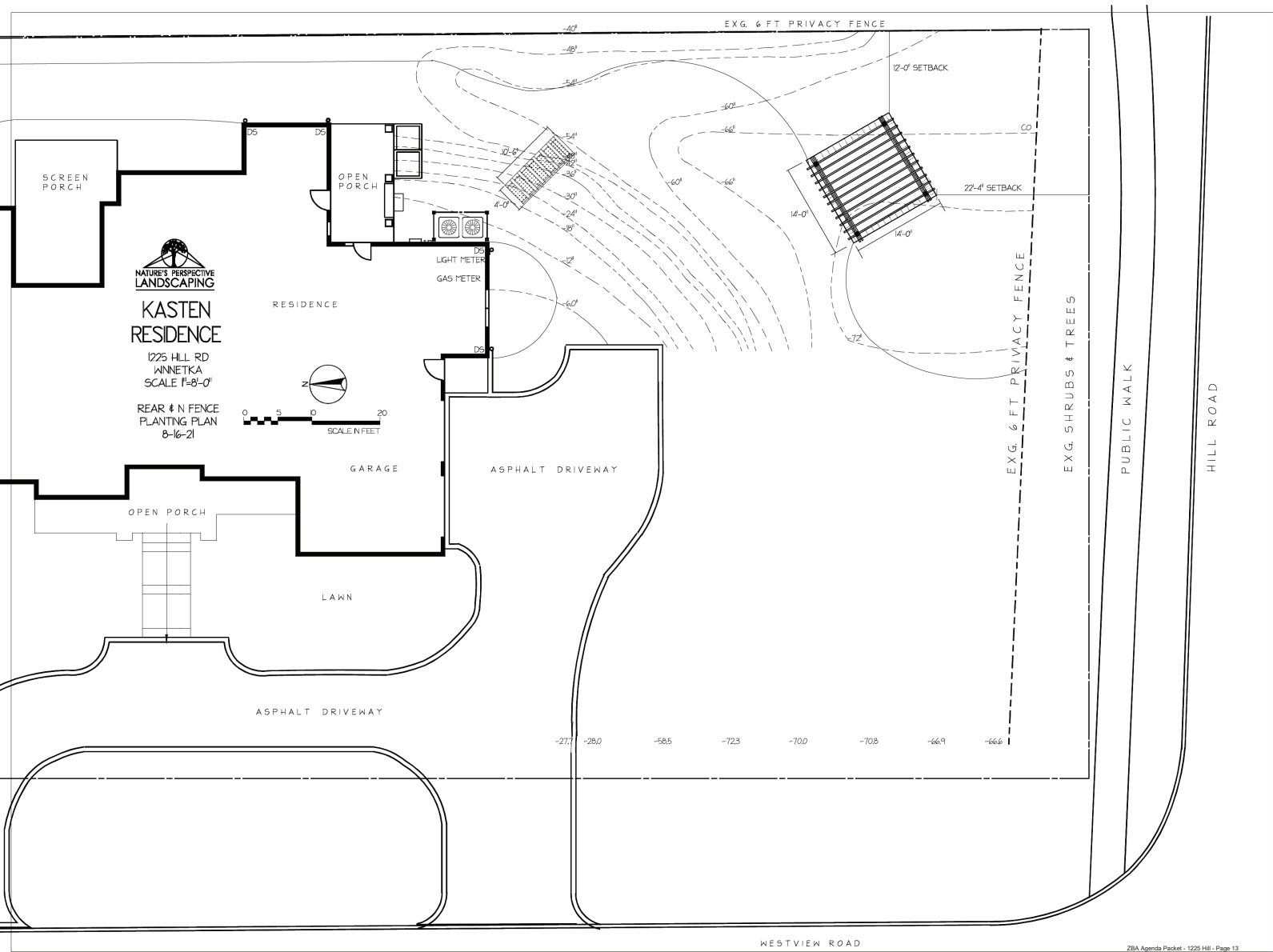
R.E. ALLEN AND ASSOCIATES, LTD.

PROFESSIONAL LAND SURVEYORS

1015 N. CORPORATE CIRCLE, SUITE C

GRAYSLAKE, ILLINOIS 60030

PHONE: 847-223-0914 FAX: 847-223-0980





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☒ SELECT DESIRED FIBERGLASS COLUMN WITH POLY TUSCAN CAP-BASE SET:

☐ 980052 - 10" X 8' PLAIN ROUND TAPERED

☐ 980054 - 10" X 10" X 8' PLAIN SQUARE PULTRUDED

☒ SELECT DESIRED COATING COLOR: (CHROMAGUARD® ENGINEERED COATING)

☐ STANDARD:

☐ WHITE (INCLUDED)

☐ SEMI-CUSTOM:

☐ LINEN (917058) ☐ ESTATE (917054)

☐ FOG (917055) ☐ MOSS (917059)

☐ TRICORN (917061) ☐ SADDLE (917060)

☐ CREAM (917053) ☐ JAVA (917056)

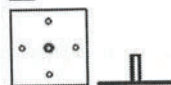
☐ LATTE (917057) ☐ CANNON (917052)

☐ COCOA (917062)

☐ SELECT DESIRED WIND LOAD / DECK PLATES (OPTIONAL):

☐ ROUND

☐ SQUARE

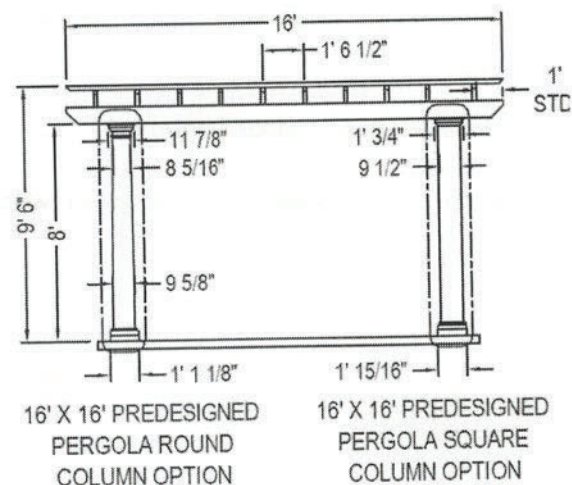


☐ SELECT DESIRED OPTION:

☐ FAN BRACKET (OPTIONAL)

PRE-DESIGNED 16' X 16' FREE STANDING FIBERGLASS PERGOLA

NO. OF SUPPORT / HEADER BEAMS	4
NO. OF RAFTERS	10
NO. OF PURLINS	14
NO. OF HEADER SUPPORTS	0



A FRONT ELEVATION

☒ SELECT DESIRED RAFTER TAIL DESIGN:

☐ STANDARD:

☐ NAPA (INCLUDED)

☐ SEMI-CUSTOM:

☐ WINDSOR (917007)

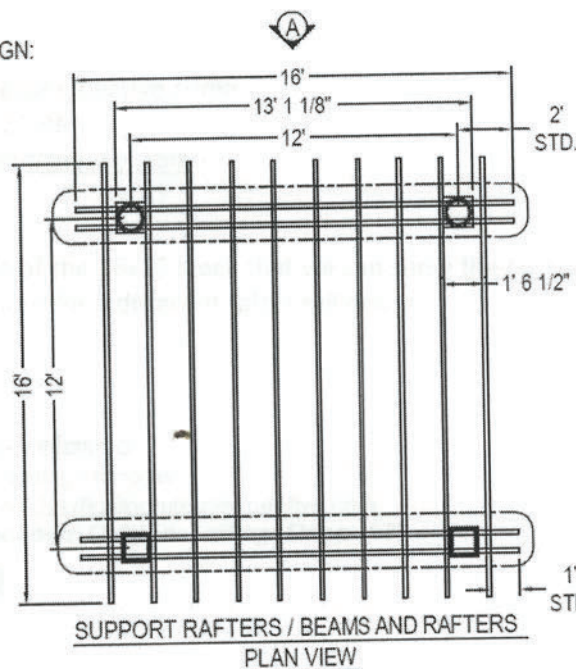
☐ CRAFTSMAN (917002)

☐ KENSINGTON (917003)

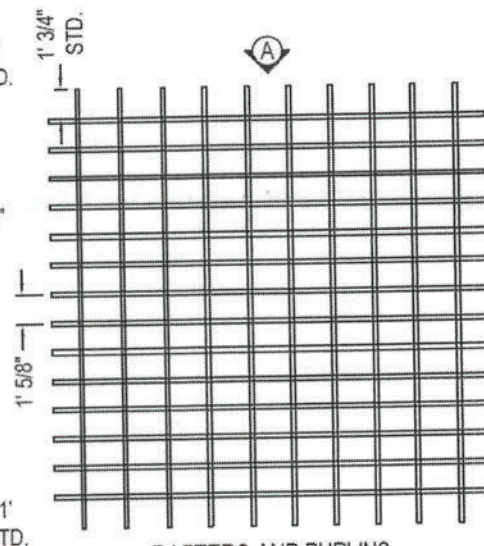
☐ SPARTAN (917006)

☐ ROMAN (917005)

☐ CONTEMPORARY (917001)



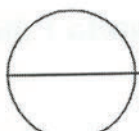
PLAN VIEW



PLAN VIEW

NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS WITH INCLUDED ARBOR-LOC® HARDWARE.
2. NOT PRINTED TO SCALE, CAD MODEL 1:1
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 5118-014

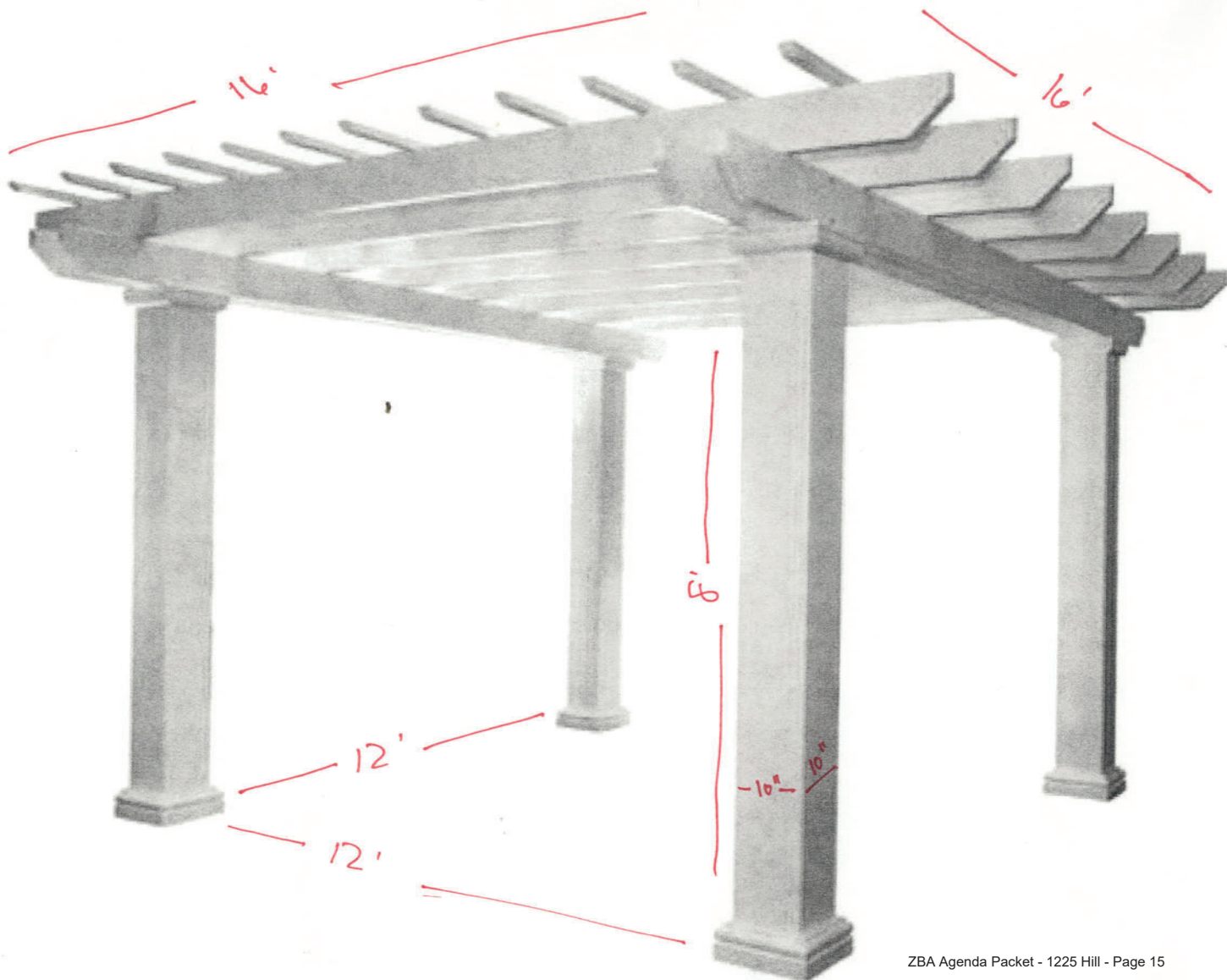


16' X 16' FREESTANDING PERGOLAS (PREDESIGNED SIZES)

PREDESIGNED 16' X 16' FREE-STANDING PERGOLA

ZBA Agenda Packet - 1225 Hill - Page 14

Agenda Packet 131



ZBA Agenda Packet - 1225 Hill - Page 15

ATTACHMENT 3

WINNETKA ZONING BOARD OF APPEALS EXCERPT OF MEETING MINUTES SEPTEMBER 13, 2021

Zoning Board Members Present:

Matt Bradley, Chairman
Kate Casale MacNally
Kimberly Handler
Todd Vender
Max Weigandt

Zoning Board Members Absent:

Lynn Hanley
Mike Nielsen

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Senior Planner

Village Attorney:

Andrew Fiske

Case No. 21-29-V2: 1225 Hill Road: An application submitted by Joan Kasten seeking approval of a zoning variation to the allow construction of a pergola at 1225 Hill Road. The requested zoning variation would permit the pergola to provide less than the minimum required front yard setback from Hill Road. The Village Council has final jurisdiction on this request.

Ms. Klaassen described the request and identified the property's location, zoning classification and photos. She also identified the proposed pergola's location and size as well as the proposed patio and stairs noting the grade change. Ms. Klaassen stated the property is located in the flood plain and the home was built in 2020 and elevated per the Village Flood Hazard Protection Ordinance. She referred to the front yard setback requirements and discussed how the average setback was calculated. Ms. Klaassen noted public correspondence was received and provided to the Board. She stated after Board discussion and public comment, a Board Member may make a motion to recommend approval or denial of the request as outlined on page nos. 7 and 8 of the agenda report. She then asked if there were any questions.

Ms. Handler questioned whether 15-foot-tall pergolas were allowed, and Ms. Klaassen confirmed that is correct. Chairman Bradley questioned whether the property's original address was to face Hill Road and asked if the home faced the other direction, would it require setback relief. Ms. Klaassen referred to Figure No. 9 and the home at 110 Appletree Road. She stated the front yard setback is measured from Hill Road because it has the shortest street frontage. Ms. Klaassen explained the manner in which the front yard and side yards were calculated.

Chairman Bradley swore in those speaking to this matter. Steve Stratton of Nature's Perspective, on behalf of the applicant explained the need for the variation for the pergola. He noted the original home was in disrepair and stated the property was transformed which added to the neighborhood. Mr. Stratton then referred to other projects they worked on in the area and identified how the side yards and front yards are set up. Mr. Walter Kasten, the applicant and owner of the property, thanked the Board for their work and noted the prior work they did on their home complied with the regulations. He stated the project would allow them to enjoy their backyard.

1 Chairman Bradley asked if there were any public comments. No comments were made at this time. He
2 then called the matter in for discussion.
3

4 Ms. Handler noted not having a pergola is not a hardship but given the fact that the property is unique in
5 that the side yard is the front yard and the pergola would be an open structure along with neighbor
6 support, she is in support of the request. Ms. Casale MacNally stated she was persuaded by the neighbors'
7 comments in support. She also stated that home cannot easily be seen and she is in support of the request.
8 Mr. Weigandt and Mr. Vender also stated they are in support of the request. Chairman Bradley agreed
9 with the comments made and stated he would support the request.
10

11 Chairman Bradley then asked for a motion as indicated on page 7. A motion was made by Mr. Vender and
12 seconded by Mr. Weigandt to recommend approval of the request. A vote was taken and the motion
13 unanimously passed, 5 to 0:

14 AYES: Bradley, Casale MacNally, Handler, Vender, Weigandt

15 NAYS: None
16
17

DRAFT

ATTACHMENT 4

JOHN W. TAYLOR III
1195 HILL ROAD
WINNETKA, ILLINOIS 60093

Sept. 9, 2021

To Whom it May Concern,

Our new neighbors, Mr. and Mrs. Walter Kasten, are applying for a Variance for work at Their new home, 1275 Hill Road, To build a Blue Stone Terrace with a Pergola in Their back yard with landscaping around it for privacy.

We are in favor of this proposal so that They can enjoy Their back yard during The Summer months.

Sincerely,
Dobey & John Taylor
1195 Hill Road
Winnetka

SEP - 9 2021

From: [REDACTED]
To: [Planning](#)
Subject: Case No. 21-29-V2 - 1225 Hill Road - Pergola
Date: Thursday, September 9, 2021 1:01:30 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Zoning Board of Appeals -

Greetings & thank you for your continued contributions to our village. We are writing in support of the variance and relief application submitted for 1225 Hill Road to allow for construction of a pergola. Our property is directly across Westview Road from the proposed project, and we have been nothing but pleased with the value that the re-construction of this house has contributed to the Westview Road neighborhood as a whole. As the entry point to the neighborhood, this property greets residents and visitors with a great representation of the character of the neighborhood. The addition of a pergola on this property will not only serve to enhance the value to both the 1225 Hill Road homeowners, but to the rest of the neighborhood as well.

Additionally, we would ask that the Board take into account the nature of the 1225 Hill Road property, given its location at the corner of Hill Road and Westview Road. While the mailing address and front yard of record is technically on Hill Road, the functional front entrance and yard are on Westview Road. Given the location of the pergola in the application relative to the functional front side of the house, as neighbors, we feel very comfortable that the intention of the Village's front yard setback rules would be respected and adhered under the application.

Thank you for your consideration of our support for this application - we very much hope that the Board sees it fit for approval.

Sincerely,
Beth and Eric Kauffman
130 Westview Road

From: [Georgia Garvey](#)
To: [Planning](#)
Cc: [Georgia Garvey](#)
Subject: CASE NO. 21-29-V2 1225 HILL ROAD - PERGOLA
Date: Monday, September 13, 2021 12:04:29 PM

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To Whom It May Concern,

I am writing on behalf of our neighbors, The Kasten's who are requesting to build a pergola on their property. It sounds like they are in need of some outdoor living space to enjoy in their newly built home. From what was described it sounds like a tasteful well thought out space-fully landscaped-located in the back/side of their property-essentially just a part of their side yard. Sounds okay to us.

Best,

Georgia Garvey

@ 108 Westview Rd, Winnetka, IL 60093 (directly across the street)

Harlow Design

Georgia Garvey

312-315-3947

gg@harlowhome.design

harlowhome.design