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

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
September 9, 2021
7:00 p.m.

AGENDA

1) Call to Order
2) Pledge of Allegiance
3) Quorum
   a) September 14, 2021 Study Session
   b) September 21, 2021 Regular Meeting
   c) October 5, 2021 Regular Meeting
4) Public Comment
5) Appointments
6) Reports
7) Approval of Agenda
8) Consent Agenda
   a) Approval of Village Council Minutes
      i) August 3, 2021 Regular Meeting……3
   b) Approval of Warrant List dated August 13, 2021 – August 26, 2021……..7
   c) Resolution No. R-73-2021: Approving Contract for Training Tower Repairs (Adoption)……8
   d) Resolution No. R-74-2021: Streetscape Phase 4 Construction Design Services (Adoption) 32
   e) Resolution No. R-75-2021: Change Order – 2021 MFT Contract – Birch Street (Adoption)……..51
   f) Resolution No. R-76-2021: Approving Contract for Purchase of 138kV Metering Transformers (Adoption)……...57
   g) Resolution No. R-78-2021: Gateway & Wayfinding Signage (Adoption)……...74
   h) Outdoor Seating Area Permits – Sara Campbell……92
9) Ordinances and Resolutions

a) Resolution No. R-77-2021: Valve Replacement (Adoption)……93

b) M-15-2021 - 1184 Tower - Variations - Residential Additions (Introduction)...……104

10) Old Business:

a) 880 Willow Garage Variation – Policy Direction (Continued from 7/20 Meeting)……197

11) New Business: None.

12) Closed Session

13) Adjournment

MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
August 3, 2021

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Council Chambers at Village Hall on Tuesday, August 3, 2021, at 7:00 PM.

1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Present: Trustees Robert Apatoff, Andrew Cripe, Robert Dearborn, Kim Mancini, and John Swierk. Absent: Penfield Lanphier. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, and approximately 8 persons in the audience.
2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
3) Quorum.
    a) Tuesday, August 17, 2021 Regular Meeting. All of the Council members present said they expect to attend.
    b) Thursday, September 9, 2021 Study Session. All of the Council members present said they expect to attend.
    c) Tuesday, September 14, 2021 Regular Meeting. All of the Council members present said they expect to attend.
4) Public Comment. None
5) Reports: None.
    a) Trustees.
        i) Trustee Swierk announces that he was hired by the Winnetka Platform Tennis Club to assist with the installation of two new paddle courts and to assist with the expansion plans of the hut. Trustee Swierk reports that he will follow the rules and recuse himself during the entire process.
    b) Attorney. None.
    c) Manager. None.
    d) Village President. None.
6) Approval of the Agenda. Trustee Apatoff, seconded by Trustee Dearborn, moved to approve the Agenda. By vote, the motion carried.
7) Consent Agenda
    a) Village Council Minutes.
        i) July 20, 2021, Regular Meeting.
    b) Approval of Warrant List dated July 16 - July 29, 2021 in the amount of $1,402,951.64.

c) Resolution No. R-66-2021: Boiler Blowdown Tank Contract (Adoption).

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

8) Ordinances and Resolutions.

a) Ordinance No. MC-4-2021: Flood Plain Maps Update (Introduction/Adoption).

FEMA, the Federal Emergency Management Agency, has recently updated the Flood Insurance Rate Map. Emily Grimm, the Assistant Village Engineer, speaks on the update that FEMA has recently released. Prior to the update, the lakefront areas have been marked as AE-zones whereas the lakefront will now be changed to a V-zone coastal area. The maps and the language in the Village ordinance reflecting the classification of the zone change must be updated as these changes will be effective September 10th. The Flood Insurance Rate Map update will only affect properties along the lakefront, however, most of the properties are observed to be outside of the flood plain. The update by FEMA may impact accessory structures that are lower along the lakefront such as any boat houses. Trustee Mancini questions if current properties alongside Lake Michigan, that are not part of the flood zone, will have to adhere to the new changes. According to Emily Grimm, the update would not affect any current structures, just any new structures. Reflecting that the main change in the update is that structures would not be able to be elevated on fill but rather would have to be elevated by pilings or columns.

The Council was in unanimous agreement to approve the request.

Trustee Swierk, seconded by Trustee Dearborn, moved to waive introduction of Ordinance No. MC-4-2021. By roll call vote, the motion carried. Ayes: Trustees Swierk, Dearborn, Mancini, Cripe, Apatoff. Nays: None. Absent: Lanphier.

Trustee Cripe, seconded by Trustee Swierk, moved to adopt MC-4-2021. By roll call vote, the motion carried. Ayes: Trustees Cripe, Swierk, Apatoff, Mancini, and Dearborn. Nays: None. Absent: Lanphier.

b) Ordinance No. M-13-2021: 747 Walden Zoning Variation (Introduction/Adoption).

This zoning variation request for new construction was unanimously approved by the Zoning Board of Appeals. Brian Norkus, the Assistant Community Development Director briefs the Council on the Ordinance presented. The matter is presented before the Council because the zoning variation procedure in the zoning code requires Council approval for any variation request associated with new construction. As previously mentioned, the Zoning Board of Appeals has already approved of the request variation and found that the request has met the standards of zoning relief considering the nonconforming use. The request for relief by the homeowners, to allow for new construction of a new single-family residence, for the minimum front yard setback of 10.55 feet from Walden Rd whereas a minimum of 30 feet is required. The property is located on the S/E corner of Westmoor Rd and Walden Rd and is zoned R-5 single family residential. The district provides for the smallest residential lot sizes requiring a

minimum lot area of 8900 sq ft in area for corner lots and the subject property is slightly non-conforming with respect to the lot area minimum. The current residents express that they would like to rebuild their home due to the home being outdated. They inform the Council on some current issues being encountered with the structure such as the sewer lines not being up to code standards since some of the structuring is over 100 years old. According to the homeowners, they feel that the approval of their request will also help the home look a little more linear in appearance with the surrounding homes.

The Council was in unanimous agreement to approve the request.

Trustee Swierk, seconded by Trustee Mancini, moved to waive introduction of Ordinance No. M-13-2021. By roll call vote, the motion carried Ayes: Trustees Swierk, Mancini, Dearborn, Apatoff, and CripeNays: None. Absent: Lanphier.

Trustee Swierk, seconded by Trustee Apatoff, moved to adopt Ordinance No. M-13-2021. By roll call vote, the motion carried. Ayes: Trustees Swierk, Apatoff, Cripe, Mancini, Dearborn. Nays: None. Absent: Lanphier.

c) Ordinance No. M-14-2021: Transfer of Property and Dedication of Essex Road as a Public Right-of-Way (Introduction/Adoption).

Essex Rd, a presumed public street owned by New Trier High School, is presented to the Council as a transfer of property. Essex Rd, between Winnetka Ave and Sunset Rd, has served as part of the Villages Street system and the Village and High School have understood that it has served as the Village street right-of-way. During a routine title search conducted by New Trier, it was discovered that that portion of Essex Rd is in fact owned by New Trier. The High School claims to have no interest in owning part of the Villages street system, however, the Village is interested in acquiring the road as it is part of the Villages circulation system and is improved with water and sewer utilities. New Trier has prepared a Plat of Dedication, that would be recorded and transfer the property to a publicly dedicated right-of-way. The transaction would include but not be limited to preparation of a quickclaim deed which would be recorded along with the plat of dedication to confirm Village ownership.

There being no public comment, Trustee Cripe, seconded by Trustee Dearborn, moved to waive introduction of Ordinance No. M-14-2021. By roll call vote, the motion carried. Ayes: Trustees Cripe, Dearborn, Swierk, Apatoff and Mancini. Nays: None. Absent: Lanphier.

Trustee Apatoff, seconded by Trustee Cripe, moved to adopt M-14-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Mancini, Dearborn, and Swierk. Nays: None. Absent: Lanphier.

d) Resolution No. R-68-2021: Easement Amendment for Thorn Tree Subdivision (Adoption)

The request presented to the Council is to modify particular elements of the Thorn Tree subdivision. As part of the approval of the subdivision, the developers of the subdivision were required to design and construct stormwater detention facilities to accommodate the

anticipated amount of stormwater runoff that would be generated by the development of the ten lot subdivision. To assure the continued function and operation of the stormwater detention facilities that were constructed as part of the approved subdivision, there is a stormwater detention easement that is located within the approximate location of the stormwater basin. The subject property, 130 Evergreen Ln, is looking to incorporate a pool in the backyard of the property, however, the pool location conflicts with the location of the stormwater detention basin as well as the location of the easement itself. The applicant has requested adjusting the boundaries of the stormwater easement on the property and to accommodate the proposed pool, the applicant proposed to regrade the backyard and effectively provide additional stormwater volume in order to allow for the pool construction. The plans submitted by the applicant detail how they will propose to maintain existing stormwater volumes. Village engineering staff have reviewed and determined that the revised plan will accommodate the stormwater detention and floodplain compensatory storage requirements.

The Council was in unanimous agreement to approve the request.

Trustee Cripe, seconded by Trustee Mancini, moved to adopt R-68-2021. By roll call vote, the motion carried. Ayes: Trustees Cripe, Mancini, Dearborn, Swierk and Apatoff. Nays: None. Absent: Lanphier.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session. None.

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

_____

Recording Secretary

Agenda Item Executive Summary

Title: Approval of Warrant List Dated August 13 - August 26, 2021

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 09/09/2021

Consent: ☑ YES ☐ NO

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

Item History:

None.

Executive Summary:

The Warrant List dated August 13 - August 26, 2021 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated August 13 - August 26, 2021.

Attachments:

None.

Agenda Item Executive Summary

Title: Resolution No. R-73-2021 Approving Contract for Training Tower Repairs (Adoption)

Presenter: John Ripka, Fire Chief

Agenda Date: 09/09/2021

Consent: ✔ YES ☐ NO

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

Item History:

The Winnetka Fire Training Tower is a live-burn practice facility built in the 1970's with a new single-story section added in 2006. The Tower provides opportunities for firefighters to practice hose line advancement, ladder placement, victim rescue, and ventilation under live fire and smoke conditions. Over the years, the building has sustained significant wear and tear due to extreme heat from training and exposure to the elements.

Executive Summary:

Repairs needed for the tower include replacing a lintel, repairing, and installing new steel panels on the windows, interior stair repairs/reinforcement, roof repair, and tuck-pointing/brick replacement on multiple areas of the building. The repairs will be completed in phases over a three year process as part of the Fire Department Capital Budget. The first phase to be completed in 2021 is masonry and roof repairs.

We received eleven responses to the request for bids #021-015 issued on July 28, 2021 and two that were within the budgeted amount of $50,000. The two bids that were within budget are below:

O.A.K.K. Construction Co. Inc : $39,935
Continental Construction Co. Inc : $48,000

O.A.K.K. Construction has done previous roofing work for the Village. They were recommended for their quality of work and responsiveness on the previous projects.

Recommendation:

Consider adopting Resolution No. R-73-2021 approving the Training Tower repair contract with O.A.K.K. Construction Company Inc.

Attachments:

1. Resolution No. R-73-2021

2. Bid Tabulation

3. Contract with O.A.K.K. Construction Company Incorporated

Attachment 1

Resolution No. R-73-2021

A RESOLUTION APPROVING A CONTRACT WITH O.A.K.K. CONSTRUCTION CO., INC. FOR REPAIR OF THE FIRE DEPARTMENT TRAINING TOWER

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

WHEREAS, on July 28, 2021, the Village issued Request for Bid #021-015 (***"Requests for Bids"***) for the repair of the Fire Department's training tower (***"Work"***); and

WHEREAS, the Village received 11 bids to provide the Work; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that O.A.K.K. Construction Co., Inc. of Summit, Illinois (***"Contractor"***) was the lowest responsive and responsible bidder to the Request for Bids; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for Contractor to perform the Work in an amount not to exceed $39,935.00 (***"Contract"***); and

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

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Contractor 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 9th day of September, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

Attachment 2

Village of Winnetka
Bid tabulation for RFB #021-016 Fire Training Tower Masonry and Roof Repair
Due: 08/24/21 at 11:00 am

ITEM #	Description of work	Berglund Construction	D Kersey Construction	TORI Construction	Continental Construction	Action One Construction	Master Project Inc	O.A.K.K. Construction	Bee Liner Lean Services	Orbis Construction	MBB Group Corp	Union Contracting Inc
1	Masonry repairs and brick replacement as needed on outside of tower and roof	$90,000	$97,775	$73,000	$28,000	$35,000	$82,750	$26,480	$43,000	$97,600	$55,500	$98,160
2	Installation of new roof membrane (approximately 400 square feet)	$10,000	$6,386	$19,460	$7,000	$7,000	$10,000	$6,200	$7,500	$17,800	$9,300	$8,400
3	Installation of plywood panels (9) on window openings	$9,000	$13,182	$8,600	$6,000	$4,500	$3,150	$1,080	$4,500	$2,800	$4,500	$4,320
4	Removal of existing and installation of new latched roof access hatch	$2,000	$5,167	$4,850	$4,000	$6,000	$3,200	$3,400	$4,000	Included	$2,300	$4,290
5	Repair of concrete roof cap	$5,000	$1,842	$3,000	$2,000	$1,600	$1,500	$975	$4,500	Included	$2,200	$1,080
6	Removal of roof anchors	$2,000	$1,930	$6,000	$1,000	$1,200	$1,400	$1,800	$800	Included	$2,000	$1,080
	Total	**$118,000**	**$126,282**	**$114,910**	**$48,000**	**$55,300**	**$102,000**	**$39,935**	**$64,300**	**$118,200**	**$75,800**	**$117,330**

Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

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

REQUEST FOR BIDS:	#021-015	**BID ISSUE DATE:** 07/28/2021
BID DESCRIPTION:	**FIRE TRAINING TOWER MASONRY AND ROOF REPAIR**	
BID OPENING DATE:	08/24/21	**BID OPENING TIME:** 11:00AM
SUBMIT 1 ORIGINAL BID PACKAGE PLUS 2 COPIES		

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

TO ALL PROSPECTIVE BIDDERS:

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

The original bid package and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the bid number and name on the lower left corner.

All bids are subject to staff analysis. The Village of Winnetka reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time to:	**VILLAGE OF WINNETKA FINANCE DEPARTMENT** **510 GREEN BAY ROAD** **WINNETKA, ILLINOIS 60093**

Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Assistant Finance Director).

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

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

FULL NAME OF BIDDER	O.A.K.K. Construction Co., Inc
BID CONTACT PERSON	Alexander Nitchoff
TELEPHONE NUMBER	708-594-9363

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

VILLAGE OF WINNETKA

REQUEST FOR CONTRACT PROPOSALS AND CONTRACT

RFB #021-015

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: ***Fire Training Tower Masonry and Roof Repair***

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **11:00 AM** (local time), ***Tuesday, August 24, 2021***

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference
Optional Pre-Bid conference on August 17th, 2021 at 9:00 AM at 1390 Willow Road, Winnetka, Illinois 60093.

Inspection and Examination

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

Preparation of Contract Proposals

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

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Bids, contact ***Anthony Vasquez, Assistant Finance Director*** via email only at ***avasquez@winnetka.org*** no later than **August 17, 2021.**

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Contract proposals may be delivered by mail or in person. Contract proposals received after the time specified above will be returned unopened.

Opening of Contract Proposals

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

Withdrawal of Contract Proposals

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

Rejection of Contract Proposals

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

Acceptance of Contract Proposals

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

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

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

DATED: July 28, 2021
Village of Winnetka

By: Anthony Vasquez
Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #021-015

CONTRACT FOR

Fire Training Tower Masonry and Roof Repair

Full Name of Bidder	O.A.K.K. Construction Co., Inc	("Bidder")
Principal Office Address	7742 W 61st Pl. Summit, IL 60501	
Local Office Address	7742 W 61st Pl. Summit, IL 60501	
Contact Person	Alexander Nitchoff Telephone Number 708-594-9363	

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

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

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the ***Fire Training Tower Masonry and Roof Repair***.

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;

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

5. Miscellaneous. Do all other things required of Bidder by this Contract; and

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

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

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

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

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement,

the ***Village will not pay more than the line item prices as outlined in Attachment A.***

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; *and*

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

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

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

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by **November 15, 2021.**

4. Financial Assurance

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

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

1. Workers' Compensation and Employer's Liability

   Limits shall not be less than:

   Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

   Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

   Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

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

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

Dated: August 23, 20 21.

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

Bidder's Name:
O.A.K.K. Construction Co., Inc

Doing Business As (if different):

Signature of Bidder or Authorized Agent:

(corporate seal)
(if corporation)

Printed Name: Alexander Nitchoff

Title/Position: President

Bidder's Business Address:
7742 W 61st Pl.
Summit, IL 60501

Bidder's Business Telephone: 708-594-9363 Facsimile:

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

NAME	TITLE	ADDRESS
Alexander Nitchoff	President	1357 Gordon Lane Lemont, IL

ATTACHMENT A: SPECIFICATIONS

1) Introduction

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary to repair/replace the masonry and roof of the Fire Department Training Tower.

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

2) Background (Project Description & Scope of Work)

The Training Tower is located at 1390 Willow Rd behind the Winnetka Public Works Fleet building and is utilized for fire department live fire training. The building is a 4-story brick building with 10 windows, and a membrane roof. The Village has chosen to repair the building as it has suffered damage from weather, temperature changes, and normal usage.

Scope of Work includes –

a. Removal and disposal of deteriorated brick and mortar on outside of building with emphasis on the corners and around window openings.
b. Repair and replacement of damaged brick and mortar.
c. Removal of damaged roof membrane.
d. Installation of new roof membrane.
e. Repair roof cap as needed.
f. Remove existing roof access and replace with roof access hatch.
g. Removal of existing windows.
h. Installation of plywood in nine window openings to temporarily seal tower from weather.
i. Removal of roof rappelling anchors.

3) Construction Requirements

a. Brick should be of like color and type to closely match existing brick.
b. Roof hatch should be stainless steel and weatherproof, without a skylight.
c. Roof membrane should be of material adequate to withstand the elements.
d. Plywood should be of at least ½ inch thickness.

4) Important Dates

a. Optional Pre-Bid conference on August 17th, at 9:00AM at 1390 Willow Rd.
b. Bids are due on August 24th at 11:00 am.
c. Work should be completed by November 15th, 2021.
d. Main Point of Contact –
Interim Deputy Chief Tom Hutchison
thutchison@winnetka.org
847-716-3309

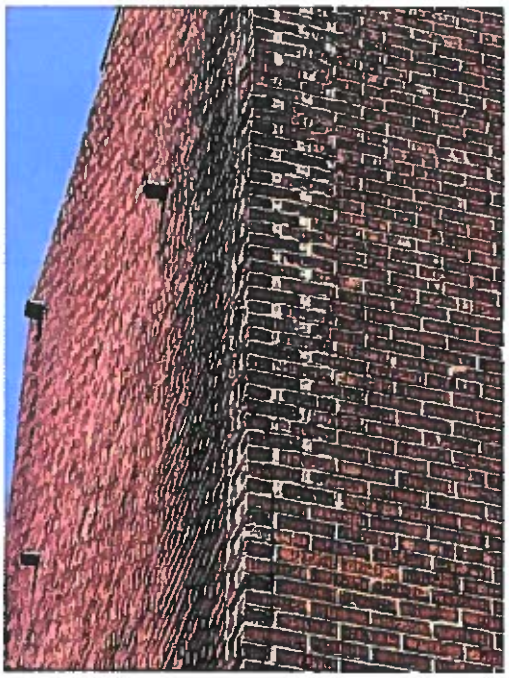
5) Additional Information

a. The Training Tower is located within the Public Works facility. The contractor must work with the Village to ensure traffic is not impeded during the construction work.

6) Location

7) Pictures

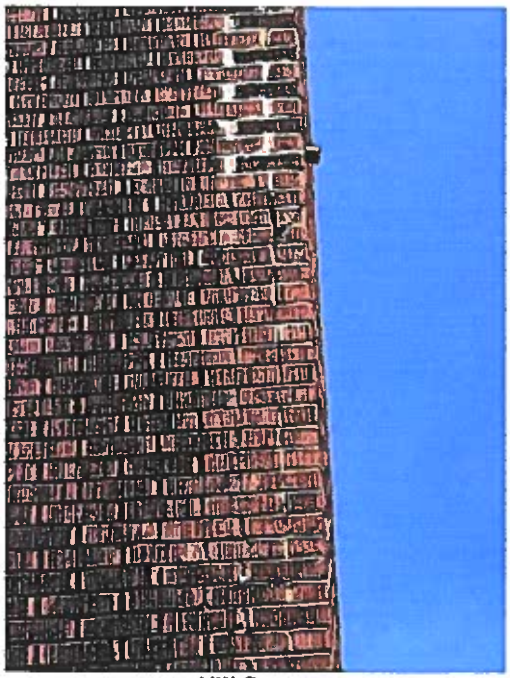
a. Pictures provide a sample of the work to be completed but are not representative or inclusive of all work to be completed.



SW Corner - South

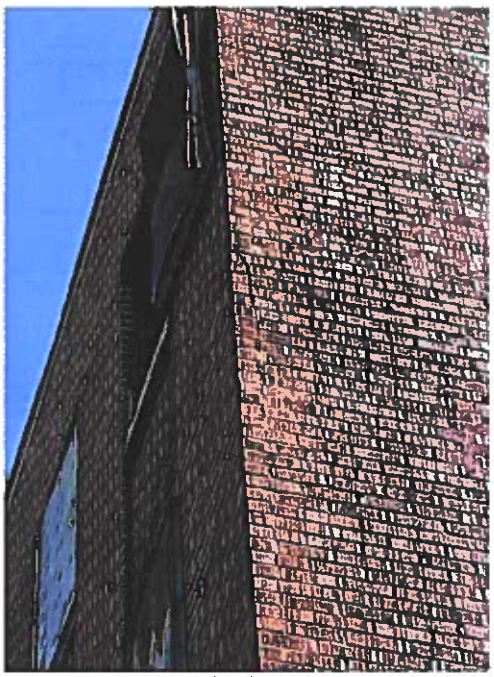
SW Corner - West

SW Corner - West

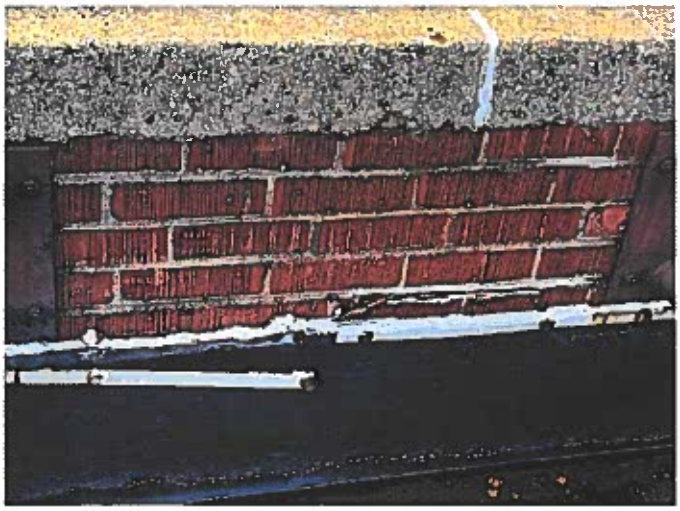


NW Corner

NW Corner



NW Corner



8) Warranty

a. Upon the Village's acceptance of the completed job, the Contractor and or manufacturer shall warranty all work performed for:
   - 5-year labor guarantee on the roof work.
   - 20-year No Dollar Limit "NDL" warranty for the roof.
   - 1-year warranty for materials and labor on the masonry work.

b. Any defects in material or workmanship appearing during this period shall be corrected at no cost to the Village.

9) Fee Proposal

Company Name: O.A.K.K. Construction Co., Inc.

Contact Name: Alexander Nitchoff

Signature: Alx Nitt

Phone: 708-594-9363

Item	Description of Work	Total Cost ($)
1	Masonry repairs and brick replacement as needed on outside of tower and roof.	$ 26,480.00
2	Installation of new roof membrane. (Approximately 400 Square feet)	$ 6,200.00
3	Installation of plywood panels (9) on window openings.	$ 1,080.00
4	Removal of existing and installation of new latched roof access hatch.	$ 3,400.00
5	Repair of concrete roof cap.	$ 975.00
6	Removal of roof anchors.	$1,800.00
	TOTAL	$ 39,935.00

Note: Quoted costs are to be all inclusive for all equipment, forms, labor, material, tools, machinery, disposal, and incidentals for the completion of the project.

END OF BID SPECIFICATIONS

VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF FIRE TRAINING TOWER MASONRY AND ROOF REPAIR

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

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

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

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

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

1. **Nature of Business**

State the nature of Bidder's business: General Contractor/Roofer

2. **Composition of Work**

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

50 % Federal	95 % As Contractor	60 % Bidder's Forces
45 % Other Public	5 % As Subcontractor	20 % Subcontractors
5 % Private		20 % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 26 years

4. Predecessor Organizations

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

NAME	ADDRESS	YEARS

5. Business Licenses

List all business licenses currently held by Bidder:

ISSUING AGENCY	TYPE	NUMBER	EXPIRATION
City of Chicago	GCL	TGC04360	04/29/2022
State of Illinois	Roofing	104.006392 105.001100	12/31/2021

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Owner Name	Village of Winnetka	Village of Winfield	Forest Preserve District of DuPage County
Owner Address	510 Green Bay Road	27W465 Jewell Road	35580 Naperville Road
	Winnetka, IL 60093	Winfield, IL 60190	Wheaton, IL 60187
Reference	Brian Curley	Tye Loomis	Karen Gray, ASLA, PLA
Telephone Number	847-716-3620	630-933-7140	630-933-7237 office - 630-846-6877 cell
Type of Work	Roof replacement	Roof Repair	Roof Replacement/Carpentry

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Contractor (If Bidder was) (Subcontractor)			
Amount of Contract			
Date Completed			

DATED: August 23rd, 2021.

Bidder

By: _____

Title: President

Attest

By: _____

Title: Secretary

Subscribed and Sworn to before me on August 23, 2021.

Naomi Vasquez
Notary Public

My commission expires: June 20, 2022

NAOMI VASQUEZ
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
June 20, 2022

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

Signature: _____

Printed name: _____

Title: _____

VILLAGE·OF·WINNETKA

Incorporated in 1869

AUGUST 4TH, 2021

ADDENDUM NO. 1
REQUEST FOR BIDS
FIRE TRAINING TOWER MASONRY AND ROOF REPAIR
RFB #021-015
VILLAGE OF WINNETKA

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

1. Unfortunately we are currently unable to meet the specifications. While the option for a NDL warranty exists on the roofing, no such labor or material warranty is available on the masonry work.

   NDL warranty will be required on the roofing, and the masonry work will fall under the industry standard warranty of one year for materials and labor.

   (The revised bid documents are attached to the addendum. Please see page 12 for the revisions.)

2. Are there any drawings for this project?

   No, we do not have any drawings for the project.

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

Anthony Vasquez
Assistant Finance Director

VILLAGE·OF·WINNETKA

Incorporated in 1869

AUGUST 17TH, 2021

ADDENDUM NO. 2
REQUEST FOR BIDS
FIRE TRAINING MASONRY AND ROOF REPAIR
RFB #021-015
VILLAGE OF WINNETKA

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

1. What is the allowance for the replacement of damaged brick?

   The brick allowance is 500 Square feet.

2. What is the allowance for tuck-pointing repair?

   The tuck-pointing allowance is 1000 Square Feet.

3. Do we need to supply a unit cost for Brick repair and Tuck-pointing?

   Yes, the bid must include a unit cost for any anything over the allowance.

   The price for unit costs for brick repair or tuck pointing over the allowances will be $18 sqft.

4. What are the specifications for covering the windows?

   The windows shall be completely covered with ½ inch exterior grade plywood, secured in place with Tapcon screws and sealed with a weather-proof caulk.

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

Anthony Vasquez
Assistant Finance Director

VILLAGE·OF·WINNETKA

Incorporated in 1869

AUGUST 18TH, 2021

ADDENDUM NO. 3
REQUEST FOR BIDS
FIRE TRAINING TOWER MASONRY AND ROOF REPAIR
RFB #021-015
VILLAGE OF WINNETKA

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

1. Please provide quantities for Tuckpointing and Brick replacement to base this bid on. Unit prices should also be included to add or deduct work once the full extent of the required work is known. Otherwise, there is no way to ensure that all contractors are bidding on the same work.

   These questions have been addressed in addendum #2 questions 1-3

2. You do not specify a product for the roof membrane. The existing roof appears to be a modified bitumen roof directly applied to the concrete deck. Since this is a training tower where firefighters will be on the roof regularly, we would recommend removing the flashing to rebuild the parapet but leave the existing membrane and apply a new layer over the top after cleaning and priming the existing. This would provide a thicker membrane that would hold up better to frequent foot traffic. Please advise if this would be acceptable or specify a product for the roof.

   Work shall include removing old flashing, then applying a similar product over the existing Modified bitumen roof.

3. You are requesting a 20-year manufacturer / 5-year installer warranty on the roof membrane. Our roofing subcontractor does not believe it will be possible to get a manufacturer warranty due to the usage of the facility. In addition to the potential heat and water from fires lit inside the building, membrane roofing in general is not designed to have regular foot traffic like that would occur at a training facility. We would request that this requirement be removed from the bid package.

   Considering the use of the building, we are waiving the 20-year manufacturer / 5-year installer warranty on the roof membrane. However, we will not be using the building for live fire training until April 1st, 2022. We are asking for a guarantee on defects and installation until April 1st, 2022.

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

Anthony Vasquez
Assistant Finance Director

Agenda Item Executive Summary

Title: Resolution No. R-74-2021 Streetscape Phase 4 Construction Design Services (Adoption)

Presenter: James J. Bernahl, Director of Engineering/Village Engineer

Agenda Date: 09/09/21

Consent: ☑ YES ☐ NO

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

Item History:

With the successful completion of Phase I, II, & III Streetscape Improvements in the Elm Street Business District, staff is seeking approval to prepare construction documents for the next phase of improvements. The next phase of Streetscape Improvements will occur within the West Elm District on Chestnut Street between Elm and Oak Street, Chestnut Court, portions of Spruce & Elm Street, and the Village Hall parking lot. Funding is available in the Business District Revitalization Fund and the Water Fund to move forward with the design at this time.

Executive Summary:

The first three Streetscape projects have been well received by the community, resulting in many positive comments. In order to construct the next phase of Streetscape improvements (Phase IV) during 2022 calendar, it is necessary for the engineering design to begin now. The proposed scope of work includes a full set of construction plans, specifications, and bidding documents. By approving the engineering services now, the design work is expected to be completed in January 2022, allowing the project to proceed with construction in March of 2022.

Considering the experience and knowledge gained from the first three phases, Ciorba's prior baseline data on this project, and the desire to begin construction as quickly as possible in 2022, Village staff proposes to waive the competitive selection process and work directly with our two existing firms, Ciorba Group and Teska Associates, to complete the necessary documents.

Both Ciorba Group and Teska Associates have a significant amount of history and previous experience with the Village's Streetscape projects. The Ciorba Group prepared both conceptual and detailed design plans for Winnetka's previous streetscape phases, this detailed engineering will continue to serve as the basis for the current streetscape plans and will help to reduce design costs. Teska Associates prepared the adopted Downtown Streetscape and Signage Master Plan and was instrumental with the development of the Phase I, II, & III Streetscape construction documents.

Ciorba and Teska have developed an appropriate scope of work to prepare final plans, specifications, and bidding documents, and to provide bidding assistance, for the Phase IV Streetscape construction. Under the proposed scope of work, the Chestnut Street, Oak Street, Chestnut Court, portions of Elm and Spruce streets, and Village Hall Streetscape plans will be developed for the proposed improvements.

Executive Summary (continued):

Roadway geometrics will match the Downtown Streetscape and Signage Master Plan as prepared and revised by Teska as a result of outreach efforts with the West Elm businesses for Phases I &II. Ciorba will also work closely with the Water & Electric Department for the replacement of an existing water mains that are located within these roadways.

The Streetscape and roadway plans will be prepared in AutoCAD and delivered in electronic format, with PDF files for bidding and CADD files. The Streetscape documents will be prepared so that they can also be used for Business and Public Open Houses as well as for construction documents. Ciorba and Teska's detailed scope of work is attached.

The proposed design fees for the project are $120,363.96 for Ciorba Group and $34,130 for Teska Associates, for a total of $154,493.96. Staff is proposing to pay for these design services utilizing available funding in the Business District Revitalization Fund & the Water Distribution Fund. The Water Department proposes utilizing $40,000 for the design of the new watermain improvements from the FY2021 Water Distribution Fund . The remaining approximately $115,000 would come from the Business District Revitalization (BDR) Fund.

Recommendation:

Consider adopting Resolution No. R-74-2021:
1) Waiving the competitive solicitation process;
2) Awarding a contract for professional design services to Ciorba Group and Teska Associates in the amount of $154,493.96 for design engineering and landscape architectural services for Streetscape improvements on Chestnut Street, Chestnut Court, Oak Street, portions of Elm and Spruce streets, and Village Hall Parking lot.

Attachments:

1. Resolution No. R-74-2021

2. Proposed Scope of Services and Fees for Streetscape Design Engineering Services - Ciorba Group Teska Associates

Attachment 1

Resolution R-74-2021

A RESOLUTION WAIVING BIDDING AND APPROVING AGREEMENTS WITH THE CIORBA GROUP AND TESKA ASSOCIATES FOR DESIGN ENGINEERING SERVICES AND LANDSCAPE ARCHITECTURE SERVICES FOR STREETSCAPE IMPROVEMENTS TO CHESTNUT & OAK STREET, CHESTNUT COURT, AND VILLAGE HALL PARKING LOT

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

WHEREAS, on June 19, 2018, the Village Council adopted the Downtown Streetscape and Signage Master Plan, which plan has been revised after further input and evaluation from the Village Council and residents of the Village; and

WHEREAS, the Village has appropriated funds for the engineering and construction of streetscape improvements along Chestnut & Oak Street, Chestnut Court, and Village Hall Parking Lot (***"Streetscape Improvements"***), in accordance with the Downtown Streetscape and Signage Master Plan, and

WHEREAS, the Village requested proposals from Ciorba Group (***"Ciorba"***) for design engineering services (***"Engineering Services"***) for the Streetscape Improvement; and

WHEREAS, the Village requested proposals from Teska Associates (***"Teska"***) for the performance of landscape architecture services (***"Landscape Services"***) for the Streetscape Improvements; and

WHEREAS, Ciorba submitted a proposal to the Village for the performance the Engineering Services for the Streetscape Improvements in an amount not to exceed $120,363.96; and

WHEREAS, Teska submitted a proposal to the Village for the performance the Landscape Services for the Streetscape Improvements in an amount not to exceed $34,130.00; and

WHEREAS, Ciorba and Teska have performed services for the Village in the past, to the Village's satisfaction and have prior experience with the Village's streetscape projects; and

WHEREAS, the Village Council desires to enter into an agreement with Teska for the Landscape Services for the Streetscape Improvements in a total amount not to exceed $34,130 (***"Teska Agreement"***); and

WHEREAS, the Village Council desires to enter into an agreement with Ciorba for the Engineering Services for the Streetscape Improvements in a total amount not to exceed $120,363.96 (***"Ciorba Agreement"***) (the Teska Agreement and Ciorba Agreement are, collectively, the ***"Agreements"***); and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding for the Engineering Services and Landscape Services, and enter into the Agreements with Teska and Ciorba;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of Landscape Services and Engineering Services.

SECTION 3: APPROVAL OF CIORBA AGREEMENT. The Village Council hereby approves the Ciorba Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 4: APPROVAL OF TESKA AGREEMENT. The Village Council hereby approves the Teska Agreement in substantially the form attached to this Resolution as **Exhibit B** and in a final form approved by the Village Attorney.

SECTION 5: AUTHORIZATION TO EXECUTE AGREEMENTS. 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 Agreements after receipt by the Village Manager of two executed copies of the final Agreements from Teska and Ciorba, respectively; provided, however, that if the Village Manager does not receive two executed copies of the final Agreements from Teska and Ciorba within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreements between the Village and the applicable party will, at the option of the Village Council, be null and void.

SECTION 6: 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 9th day of September, 2021, pursuant to the following roll call vote:

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

Signed

_____
Village President

Countersigned:

_____
Village Clerk

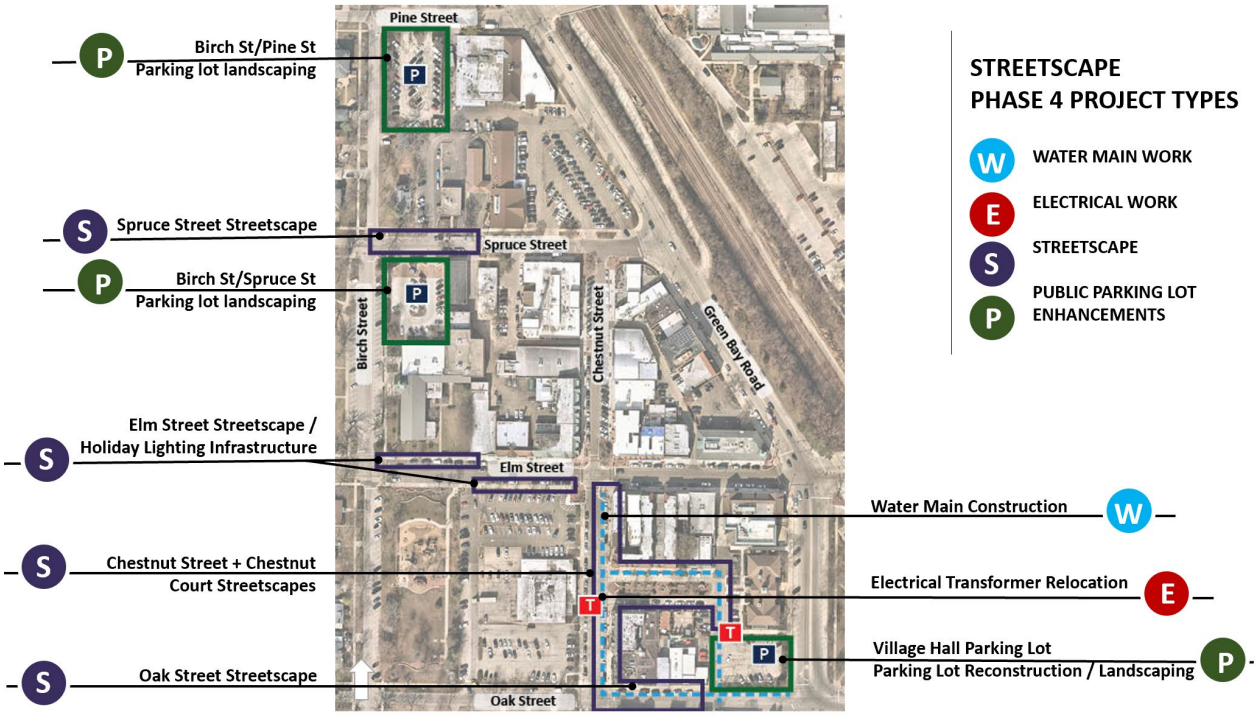
EXHIBIT A

CIORBA AGREEMENT

Attachment 2

Design engineering services are required to prepare plans, specifications, and cost estimates for full reconstruction of Chestnut Court and the Village Hall Parking lot, streetscape improvements and resurfacing of on Chestnut Street from Elm Street to Oak Street and Oak Street from Chestnut Street to Green Bay Road, streetscape improvements on Spruce Street and Elm Street, and water main improvements on Chestnut Street, Chestnut Court, and Oak Street.

The roadway within the project limits on Chestnut Court and the Village Hall Parking Lot will be reconstructed. The roadway within the project limits on Chestnut Street, Spruce Street, and Oak Street will be resurfaced. Elm Street improvements are limited to curb, sidewalk, and streetscape The roadway and streetscape plans will be prepared in MicroStation. Deliverables will be in electronic format, with pdf files for bidding and CADD files. The streetscape documentation will depict surface streetscape treatments including, but not limited to: sidewalk jointing patterns, unit paving areas, lighting, site furnishings and landscape plantings.



1. **Meetings, Coordination and Data Collection**
    a. Bi-Weekly meetings with Village Staff during design period.
        - September through March (12 meetings)
    b. Coordination activities will be required with the Village staff, Teska, MWRD, and private utility companies.
    c. One site visit by staff.
    d. Electrical Plan in Hand Walk Through.

2. **Topographic Survey**
    a. Establish vertical and horizontal control points.
    b. Complete topographic survey.
    c. Obtain inverts of storm and sanitary sewers.
    d. Develop base sheets.

3. **Plans, Specifications, and Estimates (75% and 100% Submittals)**
    a. Title Sheet (1 sheet)
    b. Typical Sections (3 sheets)
    c. Alignment, Ties, and Benchmarks (2 sheets)
    b. Index of Sheets/General Notes (1 sheet)
    c. Summary of Quantities (2 sheets)
    d. Schedule of Quantities (1 sheet)
    e. Existing Conditions/Removal Plans (8 sheets)
    f. Plans and Elevations (8 sheets)
    g. Water Main Plans (6 sheets)
    h. Drainage Plans (8 sheets)
    i. Pavement Marking and Signing Plans (8 sheets)
    j. Maintenance of Traffic Plans (8 sheets)
    k. MOT General Notes and Description (1 sheet)
    l. MOT Typical Sections (2 sheets)
    m. ADA details (if required by IDOT at Green Bay Road)
    n. Lighting Plans
        i. Lighting General Notes and Removal Plan (4 sheets)
        ii. Proposed Lighting Plan (4 sheets)
        iii. Lighting One Line Diagram (2 sheets)
        iv. Lighting Details (6 sheets)
            - Detail at EV service for trees along the south side of Elm, west of Chestnut
        v. Other design services
            - Voltage drop calculations
            - Photometric exhibits
            - Site walk to identify existing circuits and removals
    o. Streetscape Plans (Provided by Teska)
        i. Hardscape Plans
        ii. Site Furnishings Plans
        iii. Landscape Planting Plans
        iv. Streetscape Details / General Notes

v. Specifications
vi. Quantities List / Cost Estimate

p. Roadway Details including Village and IDOT Standards
q. Quantity Calculations and Construction Cost Estimate
r. Specifications conforming to the IDOT Standard Specifications for Road and Bridge Construction and the Village of Winnetka requirements. Special Provisions will be prepared for pay items not included in Standard Specifications or that are Village specific items. It is assumed that the project will not go out to bid and Specifications from previous Streetscapes will be updated and re-used.

4. Permits/Applications

a. IEPA permit for water main construction
b. IDOT permit for work within Green Bay Road
c. Review and Complete request for funding from MWRD for green infrastructure improvements at the Village Hall Parking Lot.

5. Bidding Assistance

a. Answer bidder questions and issue addenda as necessary
b. Review and tabulate bids
c. Contact bidder references as needed
d. Review contractor alternative streetscape recommendations.

6. QC/QC

a. Provide QC/QA review of contract documents at each submittal.

7. Project Management & Administration

a. Provide project oversight.
b. Prepare invoices and progress reports.
c. Project control of scope, schedule, and budget.

Note: Clean construction demolition debris (CCDD) and soil analysis will be risk managed during construction with the contractor either wasting earth excavation on the site or preforming the necessary screenings and analysis for disposal.

See attached exhibits.

Ciorba Group	$120,363.96
Teaska	$34,130.00
Total	$154,493.96

CiorbaGroup
CONSULTING ENGINEERS

Cost Estimate of Consultant Services
(Direct Labor Multiple)

Firm	Ciorba Group, Inc
Client	Village of Winnetka
County	
Job No.	

Date 08/19/21

Overhead Rate **0.00%**

Complexity Factor **0**

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.8+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
	Meetings, Data Collection & Coordination	72	$ 4,480.13	$ 12,544.36			$ 12,544.36	8.12%
	Topographic Survey	85	$ 3,562.56	$ 9,975.16	$ 325.00		$ 10,300.16	6.67%
	Water Resources	108	$ 5,542.88	$ 15,520.07			$ 15,520.07	10.05%
	Lighting	126	$ 6,808.70	$ 19,064.35			$ 19,064.35	12.34%
	Engineering Plans	350	$ 18,208.72	$ 50,984.43			$ 50,984.43	33.00%
	Bidding Assistance	20	$ 836.06	$ 2,340.98			$ 2,340.98	1.52%
	QC/QA	24	$ 1,872.00	$ 5,241.60			$ 5,241.60	3.39%
	Project Management & Administration	20	$ 1,560.00	$ 4,368.00			$ 4,368.00	2.83%
	teska					$ 34,130.00	$ 34,130.00	22.09%
	TOTALS	805	$ 42,871.06	$ 120,038.96	$ 325.00	$ 34,130.00	$ 154,493.96	100.00%

STAFF HOURS
Village of Winnetka
Downtown Streetscape Phase 4

Task	Sub-Task	Activity		Grand Total	Principal	Project Manager	Senior Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Technician
				805	10	191	52	245	194	28	61	24
1.		**Meetings, Data Collection & Coordination**	**Task Total:**	72		44			28			
	010	**Meetings**	**Subtotal:**	12		12						
		Meetings with Village - Bi-Weekly 1 hr meetings 12 meetings		12		12						
	011	**Coordination**	**Subtotal:**	48		24			24			
		Coordination with Village		8		8						
		Coordination with MWRD for Green Infrastucture Funding		20		8			12			
		Coordination with Project Team		6		6						
		Coordination with Utilities		12		2			10			
		Submit Plans to Utilities		2					2			
	012	**Data Collection**	**Subtotal:**	12		8			4			
		Obtain Utility Atlases		4					4			
		Site Visits by Staff (4 hrs/visit x 2 people)		8		8						
2.		**Topographic Survey**	**Task Total:**	85						12	49	24
	020	**Field Survey**	**Subtotal:**	75						12	39	24
		Project Setup (0.5hrs/location)		3							3	
		Establish Vertical and Horizontal Control (6 locations, 2 hrs/location)		24							12	12
		Topographic Survey, Cross Sections, Structure Dips (6 locations) (8 hrs/location)		48						12	24	12
	021	**Process Survey Information**	**Subtotal:**	10							10	
		Down Loading Total Station (1-2 hrs per down load every 2-3 days of topo)		2							2	
		Base Sheet Development		8							8	
3.		**Water Resources**	**Task Total:**	108		34		12	62			
	032	**Water Main System**	**Subtotal:**	92		30			62			
		Conflict Investigation		10		2			8			
		Water Main Design		48		24			24			
		Water Main Plan and Profile Sheets		32		4			28			
		Water Main Details		2					2			
	035	**Permits**	**Subtotal:**	16		4		12				
		Permit - IDOT		8		2		6				
		Permit - IEPA (Water and Sanitary)		8		2		6				

STAFF HOURS
Village of Winnetka
Downtown Streetscape Phase 4

Task	Sub-Task	Activity	Grand Total	Principal	Project Manager	Senior Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Technician
4.		**Lighting** **Task Total:**	**126**		27		99				
	040	**Lighting Analysis** **Subtotal:**	**26**		11		15				
		Site walk to identify existing circuits and removals	4		4						
		Voltage Drop Calculations	4		1		3				
		Photometric Calculations	18		6		12				
	042	**Lighting Plans** **Subtotal:**	**100**		16		84				
		Lighting General Notes and Removal Plan	18		2		16				
		Proposed Lighting Plan	48		8		40				
		Lighting One Line Diagram	20		4		16				
		Lighting Details	14		2		12				
5.		**Engineering Plans** **Task Total:**	**350**		48	52	134	104		12	
	055	**Contract Plans** **Subtotal:**	**48**			12		24		12	
		Title Sheet (1 sheet)	2					2			
		Typical Sections (3 sheets)	10			2		8			
		Alignment, Ties and Benchmarks (2 sheets)	12							12	
		Index of Sheets/General Notes (1 sheet)	4			2		2			
		Summary of Quantities (2 sheets)	10			2		8			
		Plan Assembly - 2 Submittals	6			2		4			
		Disposition of Comments - 2 Submittals	4			4					
	056	**Roadway Plans** **Subtotal:**	**228**		18	40	90	80			
		Schedule of Quantities (1 sheet)									
		Maintenance of Traffic Plan (8 sheets)	32		4	12		16			
		MOT General Notes and Description (1 sheet)	6		2			4			
		MOT Typical Sections (2 sheets)	8		2			6			
		Pavement Marking and Signing Plans (1"=20') (8 sheets)	20		2	2		16			
		Plan and Elevation Sheets (1"=20') (8 sheets)	96		4	16	38	38			
		Removal Sheet/Existing Conditions (1"=20') (8 sheets)	28		2	6	20				
		Drainage Plans (1"=20') (8 sheets)	28			4	24				
		ADA Ramp Details (2 corners)	10		2		8				
	058	**Quantity Calculations** **Subtotal:**	**50**		10		40				
		Quantities (Roadway)	18		2		16				
		Quantities (Drainage & Watermain)	14		2		12				
		Quantities (Lighting)	18		6		12				
	059	**Specifications & Estimates** **Subtotal:**	**24**		20		4				
		Specifications	12		12						
		Specifications (Lighting)	4		4						
		Estimate of Cost (Pre-final & Final)	8		4		4				

STAFF HOURS
Village of Winnetka
Downtown Streetscape Phase 4

Task	Sub-Task	Activity		Grand Total	Principal	Project Manager	Senior Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Technician
6.		**Construction Engineering / Phase III Assis.**	**Task Total:**	**20**		4				16		
	085	**Construction Record Drawings**	**Subtotal:**	**20**		4				16		
		Bidding Assistance		20		4				16		
7.		**QC/QA**	**Task Total:**	**24**		24						
	090	**QC/QA**	**Subtotal:**	**24**		24						
		Roadway		8		8						
		Water Resources		8		8						
		Lighting		8		8						
8.		**Project Management & Administration**	**Task Total:**	**20**	10	10						
	100	**Project Management & Administration**	**Subtotal:**	**20**	10	10						
		Project Administration		10	10							
		Project Management		10		10						

EXHIBIT B

TESKA AGREEMENT

Proposal

To: Eric Spina, Ciorba Group

From: Jodi Mariano, Principal

Date: August 2, 2021

RE: Phase 4 Streetscape
Proposal for Landscape Architectural Design Services, Construction Documentation / Observation

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Teska appreciates the opportunity to continue our work with the Village during the upcoming Phase 4 Streetscape implementation.

Please let me know if there are any questions or clarifications we can address and we look forward to hearing from you soon.

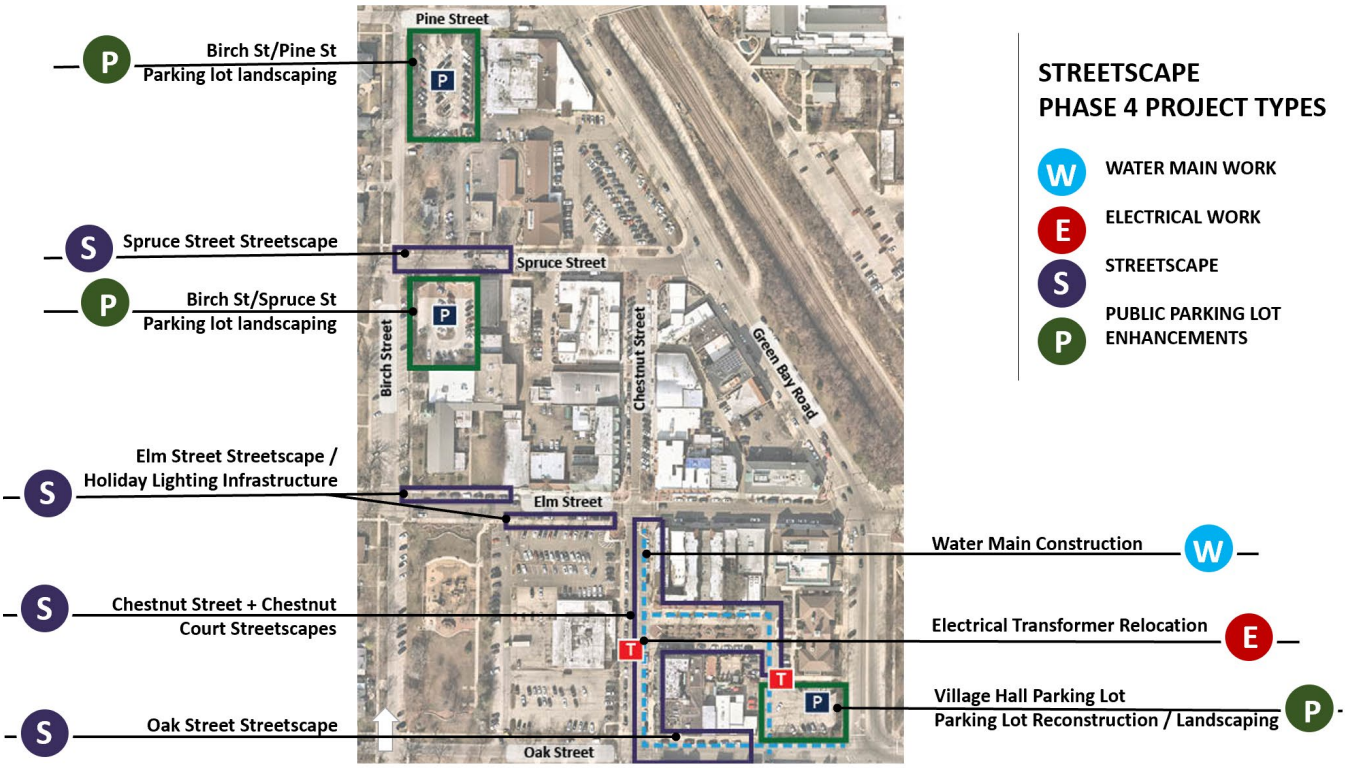
Jodi Mariano
Principal, Teska Associates
JMariano@TeskaAssociates.com
847 275 4106

SCOPE OF SERVICES | PHASE 4 STREETSCAPE IMPROVEMENTS

Study Area

The study area for the Phase 4 Streetscape generally includes the conceptual streetscape areas presented to Village Council on August 10th. Teska's landscape architectural scope will be coordinated with the Village of Winnetka / Ciorba for infrastructural and utility related improvements. The areas to be included in this project are highlighted in the diagram below and include:

STREETSCAPE ENHANCEMENTS	PARKING LOT LANDSCAPE ENHANCEMENTS
• Spruce Street • Elm Street • Chestnut Street • Chestnut Court • Oak Street	• Birch Street / Pine Street • Birch Street / Spruce Street • Village Hall Parking Lot



CONSTRUCTION DOCUMENTS

1. ***Topographical Survey and Base Data***: Prior to conducting streetscape design tasks, Teska will obtain topographical survey and base information to be provided by others. Teska will provide relevant materials and exhibits prepared during the conceptual streetscape design work to Ciorba Group for their use in developing roadway and sidewalk geometrics.

2. ***Roadway and Sidewalk Geometric Plan Review***: Teska will review roadway and sidewalk geometric plans and provide input to Ciorba. Comments will be provided in the form of marked up plans to conform to the design intent of the approved concept plan.

3. ***Prepare Streetscape Bid Documents***: Based on roadway and sidewalk geometric plans prepared by Ciorba, Teska will produce streetscape and landscape plan documents at the 75% and 100% levels. The documents will be prepared in AutoCAD format atop Ciorba's base files. The documents will be organized for the public open house as well as construction documents. The streetscape documentation will depict surface streetscape treatments including, but not limited to: sidewalk jointing patterns, decorative unit pavers, site furnishings, and landscape plantings. The streetscape documents will be supported by materials and products catalogue cuts and photographs, outline specifications and cost estimate. Coordination with Ciorba shall be conducted by phone and email. A preliminary sheet layout for Teska's streetscape sheets may include, but is not limited to:

SHEET NUMBERS	**DESCRIPTION**
L1-L6	Streetscape Enhancements - Hardscape + Site Furnishings Plans / Enlargements
L7-L10	Streetscape Enhancements - Landscape Planting Plans
L11-L13	Parking Lot Plantings – Landscape Plans
L14-L17	Details / General Notes
Word format	Specifications
Excel format	Quantities List / Cost Estimate

4. ***Bid Assistance.*** Provide assistance during public bidding phases of the project. Bid assistance may include: review bids; contact bidder references as needed; confirm bids conform to the project documents; and assist the design team with contractor recommendations.

MEETINGS

1. ***Attend Village Staff review.*** Teska will meet with Ciorba and Staff to review the 75% and 100% documents. Revisions will be made as required. Representatives of the Garden Club may participate in one or more of these meetings to discuss landscape restoration needs at Moffat Mall. *(4) Village Staff meetings are included.*

2. ***Attend Public Open House Meeting***. The public open house meeting format is anticipated to include a formal projector style presentation followed by open house exhibit review. Teska will prepare and print all exhibits including but not limited to:
    a. Color rendered streetscape and landscape plans depicting existing and proposed curb layout, and business names;
    b. Streetscape amenities photo exhibits;
    c. Comment/ input tools

    Comments will be collected, summarized, and reported back to Village staff. *(1) Public Open House meeting is included*

3. ***Attend Village Council Meeting***. A projector style presentation is anticipated. Teska will be present to make a presentation and answer questions. *(1) Village Council meeting is included.*

CONSTRUCTION OBSERVATION

1. ***Shop Drawing Review.*** Teska will review and stamp shop drawing submittals. *10 submittals are anticipated.*

2. ***Field Reviews and Reports***. Throughout construction, Teska will make site reviews to provide guidance and to address questions in the field. Field reviews will be documented with field reports as required. Field reviews are anticipated to review hardscape layout, furnishings layouts, and plantings layouts. *(3) Field reviews and reports are included.*

3. ***Punch List Review and Report***. Teska will make a punch list review and provide a punch list report for all installed items. *(1) Punch list review and report is included.*

END OF SCOPE

PROJECT FEES

DESCRIPTION	**FEES** *(including reimbursables for travel and reproductions)*
Construction Documents	**$21,950**
Meetings	**$ 6,240**
Construction Observation	**$ 5,940**
TOTAL FEE	**$34,130**

Agenda Item Executive Summary

Title: Resolution No. R-75-2021 Change Order - 2021 MFT Contract - Birch Street (Adoption)

Presenter: James J. Bernahl, Director of Engineering/ Village Engineer

Agenda Date: 09/09/2021

Consent: ✔ YES ☐ NO

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

Item History:

On 3/02/2021 the Village Council approved Resolution No. R-32-2021 authorizing the use of $420,000 in Motor Fuel Tax funding for Birch Street.

Executive Summary:

Village staff identified Birch Street to be rehabilitated using MFT funds as part of the approved 2021 Budget. This rehabilitation project included the removal and replacement of existing pavement, curb and gutter, sidewalk, and re-striping, in coordination with the replacement of a deteriorated water main. On 3/2/2021 the Village Council approved Resolution No. R-32-2021 authorizing the use of $420,000 of MFT Funds to pay for this project. On 5/6/2021 The Village approved Resolution No. R-52-2021 awarding the contract for construction activities to ALamp Concrete Contractors for an amount not to exceed $354,077.69.

During construction the Contractor, at the direction of staff, was required to extend the construction limits slightly to accommodate utility conflicts encountered during the installation of the water main. To ensure proper drainage roadway & curb and gutter quantities were increased. The changes resulted in an increase to the quantities above the awarded contract by an amount of $44,018.75.

Because the Village initially received very favorable numbers from the Contractor the Village was able to stay below the authorized MFT fund amount even with these changes. Staff believes that these changes were necessary and would recommend approving this change order for an amount not to exceed $44,018.75, for a new final total contract amount of $398,096.44.

Recommendation:

Consider adopting Resolution No. R-75-2021 approving a change order for the 2021 MFT Birch Street Rehabilitation with A Lamp Concrete Contractors, Inc in the amount not to exceed $44,018.75.

Attachments:

1. Resolution No. R-75-2021

2. Copy of Final ALamp Invoice

3. Copy of Approved Resolution using MFT funds

Attachment 1

Resolution R-75-2021

A RESOLUTION APPROVING A CHANGE ORDER WITH A. LAMP CONCRETE, INC FOR THE 2021 BIRCH STREET REHAB PROGRAM

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

WHEREAS, on May 6, 2021, pursuant to Resolution R-52-2021, the Village entered into a contract (***"Contract"***) with A Lamp Contractors, Inc. (***"Contractor"***) for the removal and replacement of the existing pavement, curb and gutter, sidewalk, and re-striping of Birch Street (***"Scope of Work"***); and

WHEREAS, subsequent to the approval of the Contract, and as a result of unanticipated utility conflicts on Birch Street, the Village was required to have Contractor engage in additional work to address the utility conflicts (***"Additional Work"***)

WHEREAS, the Contractor offered to perform the Additional Work for an amount not to exceed $44,018.75 (***"Change Order"***); and

WHEREAS, the Village paid for the Scope of Work using an award of Motor Fuel Tax Funds, which award is sufficient to pay for the Additional Work; and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Change Order after receipt by the Village Manager of two executed copies of the final Change Order from the Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Change Order from the Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Change Order will, at the option of the Village Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law by two-thirds of the Trustees.

ADOPTED this 9th day of September, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

EXHIBIT A

CHANGE ORDER

Job Number: 21023
Village: WINNETKA
Job Name: BIRCH ST REHABILITATION
Sent for Review:
Ok to Final:

Attachment 2

PHASE CODE	ITEM #	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT COST	TOTAL	FINAL 8/30/2021 ENG QTY	FINAL 8/30/2021 ENG TOTAL	FINAL 8/30/2021 ALAMP QTY	FINAL 8/30/2021 ALAMP TOTAL
9001	1	EARTH EXCAVATION	CY	1,020.00	$ 35.00	$ 35,700.00	1221.00	$ 42,735.00	1221.00	$ 42,735.00
9002	2	GEOTECH FAB F/GR STAB	SY	2,405.00	$ 1.25	$ 3,006.25	3141.00	$ 3,926.25	3141.00	$ 3,926.25
9003	3	AGGREGATE-TEMP ACCESS	TON	21.00	$ 1.00	$ 21.00	20.00	$ 20.00	20.00	$ 20.00
9004	4	HMA SURF REM 1 3/4	SY	2,455.00	$ 3.60	$ 8,838.00	1615.00	$ 5,814.00	1615.00	$ 5,814.00
9005	5	HMA BASE CSE 4	SY	2,405.00	$ 24.00	$ 57,720.00	3141.00	$ 75,384.00	3141.00	$ 75,384.00
9006	6	HMA BC IL-19.0 N50	TON	338.00	$ 83.00	$ 28,054.00	530.00	$ 43,990.00	530.00	$ 43,990.00
9007	7	HMA SC IL-9.5 C N50	TON	445.00	$ 80.00	$ 35,600.00	475.00	$ 38,000.00	475.00	$ 38,000.00
9008	8	DRIEWAY PVMT REMOV	SY	387.00	$ 10.00	$ 3,870.00	380.00	$ 3,800.00	380.00	$ 3,800.00
9009	9	BIT MATLS PR CT	TON	3.04	$ 1.00	$ 3.04	3.04	$ 3.04	3.04	$ 3.04
9010	10	AGG BASE CSE B	TON	13.00	$ 40.00	$ 520.00	0.00	$ -		$ -
9011	11	PCC SIDEWALK REMOV	SF	2,750.00	$ 1.00	$ 2,750.00	2997.00	$ 2,997.00	2997.00	$ 2,997.00
9012	12	PCC SIDEWALK, 5"	SF	2,750.00	$ 6.95	$ 19,112.50	2997.00	$ 20,829.15	2997.00	$ 20,829.15
9013	13	PCC PAVEMENT, 9"	SY	80.00	$ 75.00	$ 6,000.00	221.00	$ 16,575.00	221.00	$ 16,575.00
9014	14	COMB CC&G TB6.12 MOD	LF	3,310.00	$ 22.00	$ 72,820.00	3197.00	$ 70,334.00	3197.00	$ 70,334.00
9015	15	COMB CURB GUTTER REM	LF	3,310.00	$ 4.00	$ 13,240.00	3197.00	$ 12,788.00	3197.00	$ 12,788.00
9016	16	DETECTABLE WARNINGS	SF	248.00	$ 35.00	$ 8,680.00	208.00	$ 7,280.00	208.00	$ 7,280.00
9017	17	THPL PVT MK LINE 4	LF	544.00	$ 3.85	$ 2,094.40	535.00	$ 2,059.75	535.00	$ 2,059.75
9018	18	THPL PVT MK LINE 6	LF	730.00	$ 1.65	$ 1,204.50	761.00	$ 1,255.65	761.00	$ 1,255.65
9019	19	THPL PVT MK LINE 24	LF	115.00	$ 6.60	$ 759.00	81.00	$ 534.60	81.00	$ 534.60
9020	20	CB TD 3 DIA T1F OL	EACH	1.00	$ 3,400.00	$ 3,400.00	0.00	$ -		$ -
9021	21	MAN ADJUST	EACH	15.00	$ 400.00	$ 6,000.00	15.00	$ 6,000.00	15.00	$ 6,000.00
9022	22	CB ADJUST	EACH	14.00	$ 400.00	$ 5,600.00	14.00	$ 5,600.00	14.00	$ 5,600.00
9023	23	STRUCTURES TO BE ABAND	EACH	8.00	$ 300.00	$ 2,400.00	8.00	$ 2,400.00	8.00	$ 2,400.00
9024	24	TOP SOIL F&P 4"	SY	829.00	$ 2.00	$ 1,658.00	987.00	$ 1,974.00	987.00	$ 1,974.00
9025	25	SODDING	SY	1,115.00	$ 5.00	$ 5,575.00	987.00	$ 4,935.00	987.00	$ 4,935.00
9026	26	TR CONT & PROT 701501	LS	1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	1.00	$ 3,500.00
9027	27	HMA DRIVEWAY, 2"	SY	180.00	$ 20.00	$ 3,600.00	188.00	$ 3,760.00	188.00	$ 3,760.00
9028	28	PCC DRIVEWAY PVMT, 5"	SY	207.00	$ 50.00	$ 10,350.00	192.00	$ 9,600.00	192.00	$ 9,600.00
9029	29	TR CONT & PROT 701701	LS	1.00	$ 1.00	$ 1.00	1.00	$ 1.00	1.00	$ 1.00
9030	30	TR CONT & PROT 701801	LS	1.00	$ 1.00	$ 1.00	1.00	$ 1.00	1.00	$ 1.00
9031	31	MOBILIZATION	LS	1.00	$ 12,000.00	$ 12,000.00	1.00	$ 12,000.00	1.00	$ 12,000.00
					TOTAL:	**$ 354,077.69**		**$ 398,096.44**		**$ 398,096.44**

PHASE CODE	ITEM #	DESCRIPTION	UNIT	PLAN QTY	UNIT COST	TOTAL	ENG QTY	ENG TOTAL	ALAMP QTY	ALAMP TOTAL
		T&Ms								
8001		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8002		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8003		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8004		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8005		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8006		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8007		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8008		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8009		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8010		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
		AUPs								
8201		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8202		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8203		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8204		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8205		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8206		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8207		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8208		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8209		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
8210		0	0	0	$ -	$ -	0.00	$ -	0.00	$ -
					TOTAL EXTRAS:	**$ -**		**$ -**		**$ -**
					GRAND TOTAL:	**$ 354,077.69**		**$ 398,096.44**		**$ 398,096.44**

Attachment 3

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

Resolution Number	Resolution Type	Section Number
R-32-2021	Original	21-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees (Governing Body Type) of the Village (Local Public Agency Type) of Winnetka (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of

Three Hundred Thousand Dollars ($420,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/21 (Beginning Date) to 12/31/21 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village (Local Public Agency Type) of Winnetka (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) ceritified originals of this resolution to the district office of the Department of Transportation.

I Robert Bahan (Name of Clerk) Village (Local Public Agency Type) Clerk in and for said Village (Local Public Agency Type) of Winnetka (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees (Governing Body Type) of Winnetka (Name of Local Public Agency) at a meeting held on 03/02/21 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 2nd (Day) day of March, 2021 (Month, Year).

(SEAL)

Clerk Signature [redacted]

APPROVED

Regional Engineer
Department of Transportation

Date

Printed 02/25/21

BLR 14220 (Rev. 02/08/19)

Agenda Item Executive Summary

Title: Resolution No. R-76-2021 Approving Contract for Purchase of 138 kV Metering Transformers (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 09/09/21

Consent: ☑ YES ☐ NO

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

Item History:

The Five Year Capital Plan contains projects for the planned expansion of the Northfield Substation. Expansion of the substation is being undertaken to improve the overall system contingency of the electric system's power source. At the July 7, 2020, Village Council Meeting, staff provided an Agenda Report - Northfield Substation Expansion, which provided background information on the project. The Village Council has previously awarded contracts for the interconnection work with ComEd (Resolution No. R-45-2020), switchgear (Resolution No.'s: R-44-2020 & R-74-2020), a transformer fire wall (Resolution No.'s: R-10-2021 & R-11-2021) and the 138kV transformer (Resolution No. R-44-2021).

Executive Summary:

On July 26, 2021, the Village issued Request For Bid #021-014 for the purchase of four 138 kV outdoor single phase metering units required for the expansion of the Northfield Substation. The bid was posted to the on-line bidding service Demand Star.

As part of the Northfield substation expansion, a second 138kV transformer will be installed in 2022. The source voltage serving the transformer is 138kV. In order to provide measurements of both electrical current and voltage, 138kV metering units are required. Three separate entities have been involved with the selection and approval of the 138kV metering units specified in the bid document.

The Village's consulting engineer, Strand Associates, has confirmed that the specified units manufactured by Instrument Transformer Equipment Corporation (ITEC) meet the requirements, technical and physical, specific to the substation project. Beyond the electrical characteristics, the specified unit must fit within an existing space in the substation structure to avoid incurring additional cost to modify the structure to accommodate the metering units.

The second entity involved with the selection and approval of the 138kV metering units is the Village's wholesale power provider, Illinois Municipal Electric Agency (IMEA). In accordance with our wholesale power agreement with the agency, IMEA is responsible for metering equipment at the interconnection delivery points. In addition to their technical approval, the agency will be reimbursing the Village for costs associated with the purchase and installation of the metering. Enclosed is a letter (Exhibit 1) from IMEA's CEO, Kevin Gaden, affirming their commitment to reimburse the Village for the metering cost.

The third entity involved is ComEd as the transformer is interconnected to their transmission system. In accordance with the agreement executed with ComEd, the Village is responsible for the procurement and installation of the required metering "as approved by ComEd". The utility has reviewed and approved the metering units manufactured by ITEC. ComEd did specify that an additional unit be purchased as a spare. At the completion of the project, ComEd will take over the ownership and maintenance of the metering units.

Executive Summary (continued):

One company, Wesco, provided a bid response. Wesco bid a unit cost of $20,427.00 for each ITEC metering unit with an estimated lead time of 18-20 weeks.

Resolution No. R-76-2021, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest a contract with Wesco for four 138kV outdoor single phase metering units in an amount not to exceed $81,708.00

The 2021 Electric Fund contains $1,230,576 (account #500.42.36-660) for project work planned at the Northfield Substation. Until such time that the material is delivered and reimbursement from IMEA is received, the cost for this material will be accrued in this substation capital account.

Recommendation:

Consider adoption of Resolution No. R-76-2021; approving the purchase of 138kV outdoor single phase metering units from Wesco in an amount not to exceed $81,708.

Attachments:

1. Resolution No. R-76-2021; A Resolution Approving The Purchase Of 138kV Outdoor Single Phase

2. Metering Units From Wesco Distribution, Inc. Contract

3. Exhibit 1 - Letter from Illinois Municipal Electric Agency

Attachment 1

Resolution R-76-2021

A RESOLUTION APPROVING THE PURCHASE OF 138KV OUTDOOR SINGLE PHASE METERING UNITS FROM WESCO DISTRIBUTION, INC.

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

WHEREAS, on July 26, 2021, the Village issued Request for Bid #021-014 (***"Requests for Bids"***) for the purchase of four 138kV outdoor single phase metering units (***"Metering Units"***); and

WHEREAS, the Village received one (***"Bid"***) to provide the Metering Units; 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"***) was the lowest responsive and responsible bidder to the Request for Bids; and

WHEREAS, the Village Council desires to enter into a contract with WESCO for the Village to purchase Metering Units from WESCO in an amount not to exceed $81,708.00 (***"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 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 9th day of September, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

Attachment 2

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 138kV 650 kV BIL Outdoor Single Phase Metering Units

Full Name of Bidder:
WESCO DIST INC
("*Bidder*")

Principal Office Address:
2401 INTERNATIONALE
WOODRIDGE, IL 60517

Local Office Address:

Contact Name: MATT BOGGS Telephone: [redacted]

TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: Anthony Vasquez, 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 polices 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 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:

Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extended Price	Leadtime (ARO)
138kV 650 kV BIL Outdoor Single Phase Metering Units [see attached specifications]	4	20,427.00	81,708.00	18-20 wks

If Owner has specified the Quantity of Products to be delivered to Owner on Page 1 of the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contact/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:

$ 81,708.00

If Owner has not specified the Quantity of Products to be delivered to Owner on Page 1 of the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contact/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 on Page 1 of 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:

Net 30 Upon Receipt of the Boiler Blowdown Tanks

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 16-20 WKS, 20___.

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will indemnify and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise or be alleged to have arisen out of or in connection with Bidder's performance of or failure to perform under this Contract/Bid, including without limitation any failure to meet the representations and warranties set forth in Section 6 of this Contract/Bid.

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. The Products and all of their components 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, including without limitation the performance standards set forth in Subsection 1B of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid and the warranties expressed herein will be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) or expressed or implied by law which are hereby reserved unto Owner.

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 interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this 5th date of AUGUST 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: [redacted]

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: MATT BOGGS

Title/Position: ACCOUNT REP

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

Bidder's Business Telephone: [redacted] Facsimile: ( )

If a Corporation or Partnership, list all Officers or Partners

JOHN ENGEL	CEO	
DAVID SCHULZ	CFO	
CHRIS WOLF	HR OFFICER	

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 A

SPECIFICATIONS

The Village is securing 138kV outdoor single phase metering units for the expansion of existing substation. Based on dimensional requirements of existing structures, specific products have been preliminary identified that meet applicable physical and electrical requirements.

Equipment Specifications:

- Outdoor single phase metering unit
- Voltage class: 138,000 volts
- 650 kV BIL
- 60 Hertz
- Combined CT / PT metering
- Vertical mounting
- Unit to be individually tested per IEEE C57.13 (latest revision)
- Current Transformer
  - Accuracy 0.15S B0.1 1.8
- Voltage (Potential) Transformer
  - Accuracy 0.15 W, X, Y, Z, 0.3 ZZ Burden

Approved Vendor:

ITEC (Instrument Transformer Equipment Corporation)

Description	Catalog I.D.
CVTO-650, Oil Filled Metering Units	MH206500150TXXX

- Combination CT and VT
- Single bushing, (L-G),
- Nominal System Voltage: 138 kV
- Maximum System Voltage: 145 kV
- BIL: 650 kV BIL, 60 Hz
- Altitude. 3300 ft max
- Temperature range: -50 deg C to +50 deg C
- CT Dome. Mild Steel, powder coated
- VT Tank: Mild Steel. powder coated
- Paint. ANSI 70 Light Gray
- HV Bushing: Porcelain POR-140-11-007 155.12" Creepage / 52.76" Strike
- Current Transformer Element:
  - Ratio: 150:5 Single ratio
  - Rating Factor: 2.0
  - Accuracy Class/Burden: 0.15S B0.1...B1.8
  - Accuracy Range: 5% through 200% Nominal Current
  - Thermal 1 Sec Rating. 20 ka RMS
  - Mechanical Rating: 24 kA RMS
- Voltage Transformer Element.
  - Primary Voltage: 80,500 Volts
  - Secondary Voltages: 115/67.08 & 115/67.08 Volts
  - Secondary Ratios: 700/1200:1 & 700/1200:1
  - Accuracy Class/Burden: 0.15 W, X, Y
  - Thermal Rating 4000 VA
- Special Features:
  - VT Secondary Terminal Box w/ (3) 1.5" NPT hubs and plugs
  - CT Secondary Terminal Box w/ (3) 1.5" NPT hubs and plugs
  - H1 Terminal over VT Terminal Box

Note: Final acceptance of vendor's submittal will reside with investor-owned utility and Village's wholesale power provider.

Vendor to provide most recent dimensional drawing and specification sheet with bid submittal.

Vendor to provide manufacturing lead time (ARO).

Vendor to provide Certified Test Reports prior to shipment.

Delivery:

- Contact Director of Water & Electric, Brian Keys, with 48 hours advance notification to confirm equipment is on-site for offload of metering equipment.
- Receiving hours: Monday to Friday, 7:30 a.m. to 2:30 p.m.
- Delivery Location: Village of Winnetka, 1390 Willow Road, Winnetka, IL 60093.

Instrument Transformer Equipment Corporation

Product Data
CVTO-650
Combo Current
Voltage Transformer
138 kV Class
650 kV BIL

Combination Current Voltage Transformer

Application
All CVTO combination transformers shown in this section are suitable for revenue metering or protective relaying applications on high voltage systems rated 138 kV, 80,500 volts at 650 BIL primary with current ratings from 10 to 3000 amperes.

Fabrication
Domes and tanks are fabricated from mild steel and protected with the latest technology, powder coated external finish. ANSI 70 light gray is the standard finish color. Stainless steel domes and bases are available for high corrosion applications.

One piece, wet-process porcelain insulators are used to provide high mechanical strength with suitable cantilever for high wind and seismic locations. ANSI 70 light gray is the standard color.

Primary terminals are NEMA standard 4-hole pads, suitable for copper or aluminum connectors. The H1 terminal is provided with a by-pass protector to safeguard primary turn-to-turn insulation in cases of voltage stresses induced by high frequency, high current surges.

Separate weatherproof, hinged cover, terminal boxes with three (3) 1-½" conduit hubs are supplied for the CT and VT secondary terminations. A shorting terminal block is provided in the CT element box

All CVTO's are equipped with a 5kV HO bushing, NEMA 2-hole ground pad, magnetic oil level gauge, ¾" drain valve, ¾" oil fill plug and pressure relief valve.

Accuracy and Thermal Rise
Current Transformer elements are available at 0.3 accuracy class at burdens of B0.1 to B1.8 for revenue metering applications. In addition, 0.15 and 0.15s high accuracy class designs are available.

CVTO-650 voltage elements are designed to provide 0.3% accuracy class when loaded with IEEE burdens of W, X, Y, Z and ZZ. Optional high accuracy 0.15% class is available at W, X, Y and Z Burdens.

Extended range elements and custom designs are available for wind and solar applications. Contact the factory with your specific requirements.

Magnetic Circuits
CVTO's are available in single ratio, dual ratio by secondary tap, dual ratio by series-parallel primary connection, or multi-ratio winding configurations as well as multiple core designs to fit specific requirements.

Mounting
All CVTO transformers are designed for outdoor, vertical platform mounting and must not be tilted more than 15 degrees from vertical during installation or shipment.

Seismic Rating
The CVTO-650 has been qualified through Dynamic Analysis to withstand High Level per IEEE 693-2005.

Testing
Every transformer is tested in accordance with IEEE Standard C57.13 (latest revision).

Instrument Transformer Equipment Corporation

PO Box 129
Monroe, NC 28110-0129
www.itec-ctvt.com

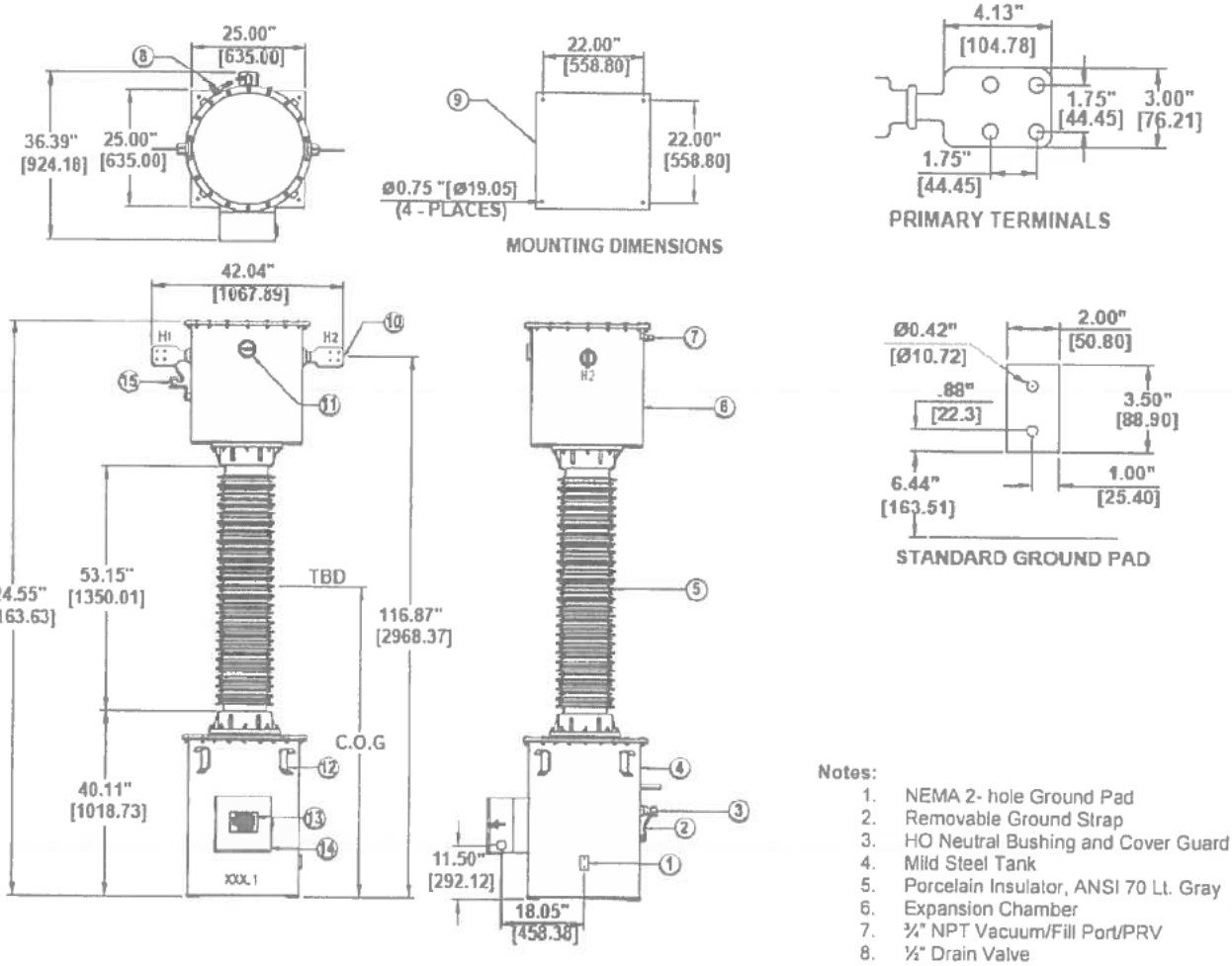
Tel: (704)-282-4331
Fax: (704) 283-3017
Email: sales@itec-ctvt.com

Product Data
CVTO-650
Combo Current
Voltage Transformer
138 kV Class
650 kV BIL

Instrument Transformer Equipment Corporation

Combination Current Voltage Transformer

Dimensions and Details



CVTO-650
650 kV BIL
Creep Min: 88 inches
Strike Min: 41 inches
Weight: 2100 lbs.

Notes:

1. NEMA 2- hole Ground Pad
2. Removable Ground Strap
3. HO Neutral Bushing and Cover Guard
4. Mild Steel Tank
5. Porcelain Insulator, ANSI 70 Lt. Gray
6. Expansion Chamber
7. ¾" NPT Vacuum/Fill Port/PRV
8. ½" Drain Valve
9. Base Plate with (4) 0.62" x 1.50" Mounting Slots
10. Primary Terminals 4 hole NEMA Pad
11. Oil Level Indicator
12. Lifting Eyes
13. Terminal Box Cover and Nameplate
14. Secondary Terminal Box with (3) 1.5" conduit hubs.
15. By Pass Protector

This information is subject to change without notice
ITEC is not responsible for typographical errors

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Instrument Transformer Equipment Corporation

Product Data
CVTO-650
Combo Current
Voltage Transformer
138 kV Class
650 kV BIL

Combination Current Voltage Transformer

Voltage Transformer Ratings - *650 BIL 138 kV 80500 V, 700/1200:1, 115/67.08 and 6000 VA*
Current Transformer Characteristics with accuracy of 0.3 B1.8

Dual Ratio "C"	Catalog Number	Single Ratio "S"	Catalog Number	Rating Factor at 30° C	Mech. Current Rating kA RMS	1 Sec Thermal Rating kA RMS	Accuracy and Burden Rating
25/50 5	ME206500050C000	50 5	ME206500050S000	1 5	3.75	3 5	0 3 B1 8
50/100 5	ME206500100C000	100 5	ME206500100S000	1 5	7 5	6 0	0 3 B1 8
75/150 5	ME206500150C000	150 5	ME206500150S000	1 5	11 5	10 0	0 3 B1 8
100/200 5	ME206500200C000	200 5	ME206500200S000	1 5	15 0	12 0	0 3 B1 8
150/300 5	ME206500300C000	300.5	ME206500300S000	1 5	20 0	18 0	0 3 B1 8
200/400 5	ME206500400C000	400:5	ME206500400S000	1 5	25 0	25 0	0 3 B1 8
300/600 5	ME206500600C000	600:5	ME206500600S000	1 5	30 0	25 0	0 3 B1 8
400/800 5	ME206500800C000	800:5	ME206500800S000	1 5	60 0	50 0	0 3 B1 8
500/1000 5	ME206501000C000	1000:5	ME206501000S000	1 5	60 0	50 0	0 3 B1 8
600/1200 5	ME206501200C000	1200:5	ME206501200S000	1 5	60 0	50 0	0 3 B1 8
750/1500 5	ME206501500C000	1500:5	ME206501500S000	1 5	90 0	90 0	0 3 B1 8
800/1600 5	ME206501600C000	1600:5	ME206501600S000	1.5	90 0	90 0	0 3 B1 8
1000/2000 5	ME206502000C000	2000:5	ME206502000S000	1.5	90 0	90 0	0 3 B1 8
1500/3000 5	ME206503000C000	3000:5	ME206503000S000	1.0	90 0	90 0	0 3 B1 8

Voltage Transformer Ratings - *650 BIL 138 kV 80500 V, 700/1200:1, 115/67.08 and 6000 VA*
Current Transformer Characteristics with accuracy of 0.15 B1.8

Dual Ratio "P"	Catalog Number	Single Ratio "S"	Catalog Number	Rating Factor at 30° C	Mech. Current Rating kA RMS	1 Sec Thermal Rating kA RMS	Accuracy and Burden Rating
75 X 150 5	MH206500150P000	150:5	MH206500150S000	1 5	11 5	10 0	0 15 B1 8
100 X 200 5	MH206500200P000	200:5	MH206500200S000	1 5	15 0	12 0	0 15 B1 8
150 X 300 5	MH206500300P000	300:5	MH206500300S000	1 5	20 0	18 0	0 15 B1 8
200 X 400 5	MH206500400P000	400:5	MH206500400S000	1 5	25 0	25 0	0 15 B1 8
300 X 600 5	MH206500600P000	600:5	MH206500600S000	1 5	30 0	25 0	0 15 B1 8
400 X 800 5	MH206500800P000	800:5	MH206500800S000	1 5	60 0	50 0	0 15 B1 8
500 X 1000 5	MH206501000P000	1000:5	MH206501000S000	1 5	60 0	50 0	0 15 B1 8
600 X 1200 5	MH206501200P000	1200:5	MH206501200S000	1 5	60 0	50 0	0 15 B1 8
750 X 1500 5	MH206501500P000	1500:5	MH206501500S000	1 5	90 0	90 0	0 15 B1 8
800 X 1600 5	MH206501600P000	1600:5	MH206501600S000	1 5	90 0	90 0	0 15 B1 8
1000 X 2000 5	MH206502000P000	2000:5	MH206502000S000	1 5	90 0	90 0	0 15 B1 8
1500 X 3000 5	MH206503000P000	3000 5	MH206503000S000	1 0	90 0	90 0	0 15 B1 8

This information is subject to change without notice
ITEC is not responsible for typographical errors
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Other ratings and options may be available
Please contact the factory with your requirements

Instrument Transformer Equipment Corporation

PO Box 129
Monroe, NC 28110-0129
www.itec-ctvt.com

Tel: (704)-282-4331
Fax: (704) 283-3017
Email: sales@itec-ctvt.com

Exhibit 1

Attachment 3

IMEA
IPEA • IMUA
3400 Conifer Drive, Springfield, IL 62711
217-789-4632 / Fax 217-789-4642

August 30, 2021

Mr. Brian Keys
Director of Water & Electric
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Re: Notice to Proceed – Procurement of 138kV CT/PT Metering Units for Northfield Substation

Dear Mr. Keys,

Illinois Municipal Electric Agency is in receipt of your e-mail dated August 16, 2021, wherein you requested IMEA's concurrence with the plan to proceed with the procurement of the 138kV outdoor single phase CT/PT metering units required for the installation of a second transformer at the Village of Winnetka's Northfield Substation. The agency's engineering staff concurs with the procurement of the metering units manufactured by Instrument Transformer Equipment Corporation (ITEC).

Thank you for sharing the results of your Request For Bid #021-014 *138kV 650 BIL Outdoor Single Phase Metering Units*. The agency acknowledges that the cost of the required metering units is $81,708. Consistent with your understanding of the cost allocation for metering equipment at the wholesale delivery points, this cost can be allocated to the agency. We are in agreement with your proposal to have the Village purchase the metering units directly and then invoice IMEA at a later date for the metering units and subsequent installation labor.

You have advised that your plan is to advance the bid award for the 138kV outdoor metering units at the Village Council Meeting scheduled for September 9, 2021. Please accept this letter as confirmation of IMEA's commitment to reimburse the Village for the equipment to be purchased.

Please let me know if there is anything else you require in connection with this matter.

Sincerely,

[redacted]

Kevin Gaden
President & CEO

Agenda Item Executive Summary

Title: Resolution No. R-78-2021 Gateway & Wayfinding Signage (Adoption)

Presenter: James J. Bernahl, Director of Engineering & David Schoon, Community Development Director

Agenda Date: 09/09/21

Consent: ☑ YES ☐ NO

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

Item History:

6/18/19 - Village Council adopted Downtown Master Streetscape and Signage Plan
2021 Budget Item: Account No. 420.15.01-650 ($405,000)
1/19/21 - Village Council reviewed the gateway and wayfinding sign design concepts
2/16/21 - Village Council adopted Resolution No. R-27-2021 waiving bidding and approving a contract with Parvin-Clauss Sign Company for purchase of Phase 3 signage package

Executive Summary:

At the September 9, 2021, Council meeting, the Village Council will consider Resolution No. R-78-2021, A Resolution Waiving Bidding and Approving an Agreement with the Parvin-Clauss Sign Co. Inc. for the Manufacture and Purchase of Signs for the Village's Gateway Signage and the Elm Street Business District Wayfinding Signage.

In 2018, the Village Council adopted the Downtown Master Streetscape and Signage Plan (the "Plan") and requested the Design Review Board further study a draft graphic identity image as well as the gateway and wayfinding sign designs proposed in the Plan. The Design Review Board reviewed a revised graphic identity image and revised sign designs. The sign designs approved by the Design Review Board have been incorporated into the signage elements.

At the January 19, 2021, Village Council meeting, staff presented the design concepts for all of the gateway and wayfinding signage to the Council as part of the Council's discussion of the Lincoln Avenue Streetscape improvements. Then on February 16, 2021, the Village Council adopted Resolution No. R-27-2021, waiving bidding and approving a contract with Parvin-Clauss Sign Company for the purchase of the signage package which included parking directional signage, business kiosks, and a donor plaque sign for an amount not to exceed $80,655. These items were associated with the construction of the Phase 3 Lincoln Avenue Streetscape improvement project .

Since then staff has continued to work with Teska Associates and the Parvin-Clauss to refine the sign package for the remainder of wayfinding signage for the East Elm Business District and for new Village gateway signs.

Executive Summary (continued):

The installation of new signs within State of Illinois rights-of-way (i.e. Green Bay Road and Sheridan Road) will require approval by the Illinois Department of Transportation. Replacement of existing signs within the IDOT rights-of-way is considered maintenance and will not require IDOT approval. Given the time of year we are looking to start these projects, the sign purchase and installation has been broken into two phases. The first phase includes signage that would not require IDOT approval, and the second phase includes signs that require IDOT approval. The second phase may not occur until 2022 depending upon how quickly we receive IDOT approval.

Given the design and manufacturing of these signs are critical to the streetscape design, staff recommends that the Village Council authorize waiving of the bidding process and awarding a contract to Parvin-Clauss Sign Company to manufacture and install the remaining gateway and wayfinding signs for a cost not to exceed $239,991. The fabrication and installation is anticipated to completed this year and early next year. In the 2021, the Village allocated $405,000 (Account No. 420.15.01-650) for purchase and installation of gateway and wayfinding signage. To date of this amount, the Village has committed $80,655 to the purchase of Phase 3 signage and $23,000 for the installation of the Phase 3 signage by ALamp as part of the Phase 3 Streetscape project. This leaves $301,345 for purchase and installation of the proposed gateway and wayfinding signage.

Recommendation:

Consider adopting Resolution No. R-78-2021, A Resolution Waiving Bidding and Approving an Agreement with the Parvin-Clauss Sign Co. Inc. for the Manufacture and Purchase of Signs for the Village's Gateway Signage and the Elm Street Business District Wayfinding Signage

Attachments:

1. Resolution No. R-78-2021

2. Gateway & Wayfinding Signage

Attachment 1

RESOLUTION NO. R-78-2021

A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT WITH THE PARVIN-CLAUSS SIGN CO. INC. FOR THE MANUFACTURE AND PURCHASE OF GATEWAY SIGNAGE AND WAYFINDING SIGNAGE FOR THE ELM STREET BUSINESS DISTRICT

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

WHEREAS, on June 19, 2018, the Village adopted the Downtown Streetscape and Signage Plan that articulates strategies to: (1) improve the pedestrian experience with a more walkable, bikeable and safe downtown; (2) improve the aging infrastructure to better support the new planning effort; (3) enhance the connectivity to storefronts and signage through sidewalk improvements and strategic elimination and repositioning of trees; (4) make the landscape more sustainable by bundling trees and planted material in areas more conducive to growth and survival; and (5) to encourage the intentional creation of more robust gathering spaces, allowing for outdoor dining/event opportunities and residents to congregate and better activate their community (***"Streetscape Plan"***); and

WHEREAS, the Streetscape Plan identifies having manufactured district gateway and wayfinding signs, business kiosks, and parking directional signs for the Elm Street Business District and to create a cohesive sign package throughout the Village with new gateway signs (collectively, the ***"Signs"***); and

WHEREAS, at the January 19, 2021, Village Council meeting, staff presented design concepts for the Signs to the Village Council as part of its discussion of the Lincoln Avenue Streetscape improvements; and

WHEREAS, the Village's 2021 budget allocates $405,000 for the purchase and placement of the Signs in the Village; and

WHEREAS, the Village has previously retained Parvin-Clauss Sign Co. Inc. (***"Contractor"***) on similar projects in the Village, and has been satisfied with the Contractor's previous performance; and

WHEREAS, Contractor has offered to enter into an agreement with the Village to provide and install the Signs in an amount not to exceed $239,991.00 (***"Agreement"***); and

WHEREAS, pursuant to Sections 4.12.010 of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the Agreement with Contractor to provide and place the Signs in an amount not to exceed $239,991.00; and

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3 of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement and installation of the Signs.

SECTION 3: APPROVAL OF AGREEMENT. The Village Council approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

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

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

ADOPTED this 9th day of September, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

EXHIBIT A

AGREEMENT

Parvin-Clauss
SIGN COMPANY

ISSUE PO TO

Parvin-Clauss Sign Co.,Inc.
165 Tubeway Drive
Carol Stream, IL 60188
630-510-2020
36-3322946

PROPOSAL

ESTIMATE NUMBER: 7858 REVISION: A
DATE: 8/26/2021
Valid for 60 Days

BILL TO

Winnetka; Village of
510 Green Bay Rd.
Winnetka, IL 60093

SHIP TO

Winnetka; Village of
510 Green Bay Rd.
Winnetka, IL 60093

CUST. NO.	TERMS	SALESPERSON	FOB
002172	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

DESCRIPTION	QUANTITY QUOTED	UOM	UNIT PRICE	TOTAL PRICE
PPCABSFNONILLUM Phase 1 - Wide Gateway Fabricate and install Wide Gateway signs. Ornamental posts, foundations and engineering included. -	2	EA	$15,060.00	$30,120.00
PPCABSFNONILLUM Phase 1 - Narrow Gateway Fabricate and install Narrow Gateway signs. Ornamental posts, foundations and engineering included. -	4	EA	$10,909.00	$43,636.00
PPCABSFNONILLUM Phase 1 - Business District Directionals Fabricate and install Business District Directionals. Ornamental posts, foundations and engineering included. -	9	EA	$3,512.00	$31,608.00
PPREFURBISH Phase 1 - Refurbish Signage Scuff, prime and repaint Winnetka dark green and replace plex faces with new optically clear lexan. *Green Bay Rd. & Oak St. *Green Bay Rd. & Tower Rd. -	1	EA	$7,636.00	$7,636.00

SUBTOTAL:	$113,000.00
TOTAL ESTIMATED TAXES:	$0.00
TOTAL FOR PROPOSAL: $113,000.00	

Parvin-Clauss
SIGN COMPANY

ISSUE PO TO

Parvin-Clauss Sign Co.,Inc.
165 Tubeway Drive
Carol Stream, IL 60188
630-510-2020
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PROPOSAL

ESTIMATE NUMBER: 7858 REVISION: A
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BILL TO

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Winnetka, IL 60093

SHIP TO

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510 Green Bay Rd.
Winnetka, IL 60093

CUST. NO.	TERMS	SALESPERSON	FOB
002172	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

Please review this proposal and any accompanying design sketches if for size dimensions, colors, copy and quality, and bring any required changes to our attention. Please note that significant changes may result in revision of quoted price and timeline. To proceed, please endorse below and return along with a signed copy of the design sketch (if applicable) to signify acceptance of this proposal and its related terms and conditions. Production will not be scheduled until both documents have been received and permits have been approved (if applicable), thus authorizing us to proceed with fabrication as described above.

Pricing shown does not include:

Any engineering required by the local municipality.

Any insurance required in addition to our standard insurance coverages. If additional insurance coverage is required, it will be added to the price of this quote plus 10%. This includes, but is not limited to requests for special endorsements, primary, non-contributory umbrella coverage, waivers of subrogation, performance and payment bonds.

Applicable sign permits. If permits are required by the municipality prior to installation, the charges for permits and procurement will be added to the final invoice as a separate cost.

Freight Charges are calculated FOB Carol Stream, IL.

This Agreement assumes that installation will involve normal access to the sign(s) location, good soil and wall conditions.

In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.

Parvin-Clauss Sign Co., Inc. is not responsible for damage to private utilities, including but not limited to: underground sprinkler systems, property lighting unless marked properly in advance by owner.

Customer shall bring electrical feed wires of suitable capacity and approved type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible for the supply thereof.

Should this order be canceled for any reason, buyer agrees to pay seller for any time and materials incurred to date including, but not limited to: design sketches, permit municipality fees and procurement, site surveys/checkouts, etc.

Thank you for the opportunity to present this quotation for your signage needs Our services are customized to meet the goals, guidelines and deadlines of your sign project. At Parvin-Clauss Sign Company, your image is our priority, and commitment to quality is our promise. If you have any questions regarding this proposal, please do not hesitate to call or e-mail your sales contact(s).

Parvin-Clauss
SIGN COMPANY

ISSUE PO TO

Parvin-Clauss Sign Co.,Inc.
165 Tubeway Drive
Carol Stream, IL 60188
630-510-2020
36-3322946

PROPOSAL

ESTIMATE NUMBER: 7858 REVISION: A
DATE: 8/26/2021
Valid for 60 Days

BILL TO

Winnetka; Village of
510 Green Bay Rd.
Winnetka, IL 60093

SHIP TO

Winnetka; Village of
510 Green Bay Rd.
Winnetka, IL 60093

CUST. NO.	TERMS	SALESPERSON	FOB
002172	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

TERMS AND CONDITIONS

This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Seller shall not be responsible for errors in plans, designs, specifications, and drawings furnished by Buyer or for defects caused thereby.

Warranty: This agreement carries a 1 year warranty on parts and labor, except for standard manufactured lamps. The display is warranted to be free from functional defects in materials and workmanship at the time of original delivery. The foregoing warranties shall not apply if the equipment has been repaired, other than by Seller or a service facility designated by the Seller, or altered by anyone other than Seller, or if the equipment has been subject to abuse, misuse, negligence, accident, vandalism, acts of God or natural disasters beyond Seller's reasonable control. Seller shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there are any circumstances on which a claim might be based, Seller must be informed immediately or the provisions of this warranty may be voided.

Title: Title to all materials and property covered by this agreement shall remain in Seller and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. Seller is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, Seller may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in this construction of said equipment and any and all property called for in this contact without being deemed guilty of trespass.

Damage: Should any loss, damage or injury result to said display, from any cause whatsoever, while in possession of Buyer or his agents, such loss, damage or injury shall not relieve the Buyer from the obligation to pay for the same according to the terms of this agreement.

Default: Seller and Buyer mutually recognize that Display is not an article of general trade or utility but is designed and is to be constructed, installed and maintained at the request and for the special distinctive uses and purposes of Buyer, that Display is of no value to Seller except as so used, and that is a material consideration to Seller. If during the term of this agreement bankruptcy, reorganization or insolvency proceedings are commenced by or against Buyer, or if Buyer makes an assignment for the benefit of creditors, or if Buyer discontinues business in the premises where Display is located, Seller may at his option declare the entire unpaid balance immediately due and payable. In the event Seller may employ an attorney to recover Display or collect any sums due under this Agreement, Buyer agrees to pay in addition to all sums found due from Seller, a reasonable attorney's fee, and all costs of suit, collection costs and all other expenses incurred in enforcing this Agreement. All overdue payments under this Agreement which are in arrears more than ten days following due date under
(b) herein, shall bear interest at the rate of 18% per annum accumulated monthly provided that such delinquent charges shall be at least $1 per month.

Authority of Agent: It is understood and agreed that this agreement contains the entire contract between the parties and that no representative of Seller has authority to change or modify any terms or representations herein stated. This agreement shall not be considered as executed until signed by or on behalf of Buyer and approved by an executive officer of Seller.

Delivery: The construction and installation of the display shall be subject to delay by strikes, fires, unforeseen commercial delays or acts of God, or regulations or restrictions of the government or public authorities or other accidental forces, conditions or circumstances beyond control of Seller.

Inspection: Buyer shall inspect the display immediately upon installation, and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days after installation, the display shall be deemed in all respects approved and satisfactory to Buyer.

Permits and Licenses: Seller shall assist Buyer in obtaining all original permits and licenses from public authorities for the installation of the display. Buyer shall obtain the necessary permits from the owner of the premises and others, whose permission is required for the installation of the display and is responsible that such permission is not revoked. Revocation of any permit required for the installation and maintenance of display shall not relieve buyer from the payment of all sums due in accordance with the terms of this agreement. Buyer agrees to obtain all necessary permission for use of all registered trademarks or copyrights used on the display, and agrees to indemnify Seller against any claims in connection therewith.

Service Wiring: Cost of Electricity: Reinforcement of Building: Physical Conditions: Buyer shall bring feed wires of suitable capacity and approved

Parvin-Clauss
SIGN COMPANY

ISSUE PO TO

Parvin-Clauss Sign Co.,Inc.
165 Tubeway Drive
Carol Stream, IL 60188
630-510-2020
36-3322946

PROPOSAL

ESTIMATE NUMBER: 7858 REVISION: A
DATE: 8/26/2021
Valid for 60 Days

BILL TO

Winnetka; Village of
510 Green Bay Rd.
Winnetka, IL 60093

SHIP TO

Winnetka; Village of
510 Green Bay Rd.
Winnetka, IL 60093

CUST. NO.	TERMS	SALESPERSON	FOB
002172	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible le for the supply thereof. Buyer shall provide for necessary reinforcements to the building on which Display is installed. Buyer shall pay for costs of relocating power lines, or other obstacles to comply with laws of Federal, State or Municipal Agencies. **This Agreement assumes that installation will involve normal access, soil, and wall conditions. In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.**

X _____ _____

Parvin-Clauss
SIGN COMPANY

ISSUE PO TO

Parvin-Clauss Sign Co.,Inc.
165 Tubeway Drive
Carol Stream, IL 60188
630-510-2020
36-3322946

PROPOSAL

ESTIMATE NUMBER: 8003
DATE: 8/26/2021
Valid for 60 Days

BILL TO

Winnetka; Village of
510 Green Bay Rd.
Winnetka, IL 60093

SHIP TO

Winnetka; Village of
510 Green Bay Rd.
Winnetka, IL 60093

CUST. NO.	TERMS	SALESPERSON	FOB
002172	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

DESCRIPTION	QUANTITY QUOTED	UOM	UNIT PRICE	TOTAL PRICE
PPCABSFNONILLUM Phase 2 - Narrow Gateway Fabricate and install Narrow Gateway sign. Ornamental posts, foundation, and engineering included. Concrete patching excluded. -	1	EA	$11,015.00	$11,015.00
PPCABSFNONILLUM Phase 2 - Business District Gateway Fabricate and install Business District Gateway signs. Ornamental posts, foundations, and engineering included. Concrete patching excluded. -	4	EA	$11,678.00	$46,712.00
PPCABSFNONILLUM Phase 2 - Directionals w/Posts Fabricate and install Directional signs. Ornamental posts, foundations and engineering included. Concrete patching excluded. -	12	EA	$5,629.00	$67,548.00
PPCABSFNONILLUM Phase 2 - Directional on Existing Post Fabricate and install Directional sign on existing post. -	1	EA	$1,716.00	$1,716.00

SUBTOTAL:	$126,991.00
TOTAL ESTIMATED TAXES:	$0.00
TOTAL FOR PROPOSAL: $126,991.00	

Parvin-Clauss
SIGN COMPANY

ISSUE PO TO

Parvin-Clauss Sign Co.,Inc.
165 Tubeway Drive
Carol Stream, IL 60188
630-510-2020
36-3322946

PROPOSAL

ESTIMATE NUMBER: 8003
DATE: 8/26/2021
Valid for 60 Days

BILL TO

Winnetka; Village of
510 Green Bay Rd.
Winnetka, IL 60093

SHIP TO

Winnetka; Village of
510 Green Bay Rd.
Winnetka, IL 60093

CUST. NO.	TERMS	SALESPERSON	FOB
002172	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

Please review this proposal and any accompanying design sketches if for size dimensions, colors, copy and quality, and bring any required changes to our attention. Please note that significant changes may result in revision of quoted price and timeline. To proceed, please endorse below and return along with a signed copy of the design sketch (if applicable) to signify acceptance of this proposal and its related terms and conditions. Production will not be scheduled until both documents have been received and permits have been approved (if applicable), thus authorizing us to proceed with fabrication as described above.

Pricing shown does not include:

Any engineering required by the local municipality.

Any insurance required in addition to our standard insurance coverages. If additional insurance coverage is required, it will be added to the price of this quote plus 10%. This includes, but is not limited to requests for special endorsements, primary, non-contributory umbrella coverage, waivers of subrogation, performance and payment bonds.

Applicable sign permits. If permits are required by the municipality prior to installation, the charges for permits and procurement will be added to the final invoice as a separate cost.

Freight Charges are calculated FOB Carol Stream, IL.

This Agreement assumes that installation will involve normal access to the sign(s) location, good soil and wall conditions.

In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.

Parvin-Clauss Sign Co., Inc. is not responsible for damage to private utilities, including but not limited to: underground sprinkler systems, property lighting unless marked properly in advance by owner.

Customer shall bring electrical feed wires of suitable capacity and approved type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible for the supply thereof.

Should this order be canceled for any reason, buyer agrees to pay seller for any time and materials incurred to date including, but not limited to: design sketches, permit municipality fees and procurement, site surveys/checkouts, etc.

Thank you for the opportunity to present this quotation for your signage needs Our services are customized to meet the goals, guidelines and deadlines of your sign project. At Parvin-Clauss Sign Company, your image is our priority, and commitment to quality is our promise. If you have any questions regarding this proposal, please do not hesitate to call or e-mail your sales contact(s).

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CUST. NO.	TERMS	SALESPERSON	FOB
002172	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

TERMS AND CONDITIONS

This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Seller shall not be responsible for errors in plans, designs, specifications, and drawings furnished by Buyer or for defects caused thereby.

Warranty: This agreement carries a 1 year warranty on parts and labor, except for standard manufactured lamps. The display is warranted to be free from functional defects in materials and workmanship at the time of original delivery. The foregoing warranties shall not apply if the equipment has been repaired, other than by Seller or a service facility designated by the Seller, or altered by anyone other than Seller, or if the equipment has been subject to abuse, misuse, negligence, accident, vandalism, acts of God or natural disasters beyond Seller's reasonable control. Seller shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there are any circumstances on which a claim might be based, Seller must be informed immediately or the provisions of this warranty may be voided.

Title: Title to all materials and property covered by this agreement shall remain in Seller and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. Seller is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, Seller may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in this construction of said equipment and any and all property called for in this contact without being deemed guilty of trespass.

Damage: Should any loss, damage or injury result to said display, from any cause whatsoever, while in possession of Buyer or his agents, such loss, damage or injury shall not relieve the Buyer from the obligation to pay for the same according to the terms of this agreement.

Default: Seller and Buyer mutually recognize that Display is not an article of general trade or utility but is designed and is to be constructed, installed and maintained at the request and for the special distinctive uses and purposes of Buyer, that Display is of no value to Seller except as so used, and that is a material consideration to Seller. If during the term of this agreement bankruptcy, reorganization or insolvency proceedings are commenced by or against Buyer, or if Buyer makes an assignment for the benefit of creditors, or if Buyer discontinues business in the premises where Display is located, Seller may at his option declare the entire unpaid balance immediately due and payable. In the event Seller may employ an attorney to recover Display or collect any sums due under this Agreement, Buyer agrees to pay in addition to all sums found due from Seller, a reasonable attorney's fee, and all costs of suit, collection costs and all other expenses incurred in enforcing this Agreement. All overdue payments under this Agreement which are in arrears more than ten days following due date under
(b) herein, shall bear interest at the rate of 18% per annum accumulated monthly provided that such delinquent charges shall be at least $1 per month.

Authority of Agent: It is understood and agreed that this agreement contains the entire contract between the parties and that no representative of Seller has authority to change or modify any terms or representations herein stated. This agreement shall not be considered as executed until signed by or on behalf of Buyer and approved by an executive officer of Seller.

Delivery: The construction and installation of the display shall be subject to delay by strikes, fires, unforeseen commercial delays or acts of God, or regulations or restrictions of the government or public authorities or other accidental forces, conditions or circumstances beyond control of Seller.

Inspection: Buyer shall inspect the display immediately upon installation, and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days after installation, the display shall be deemed in all respects approved and satisfactory to Buyer.

Permits and Licenses: Seller shall assist Buyer in obtaining all original permits and licenses from public authorities for the installation of the display. Buyer shall obtain the necessary permits from the owner of the premises and others, whose permission is required for the installation of the display and is responsible that such permission is not revoked. Revocation of any permit required for the installation and maintenance of display shall not relieve buyer from the payment of all sums due in accordance with the terms of this agreement. Buyer agrees to obtain all necessary permission for use of all registered trademarks or copyrights used on the display, and agrees to indemnify Seller against any claims in connection therewith.

Service Wiring: Cost of Electricity: Reinforcement of Building: Physical Conditions: Buyer shall bring feed wires of suitable capacity and approved

Parvin-Clauss
SIGN COMPANY

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165 Tubeway Drive
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PROPOSAL

ESTIMATE NUMBER: 8003
DATE: 8/26/2021
Valid for 60 Days

BILL TO

Winnetka; Village of
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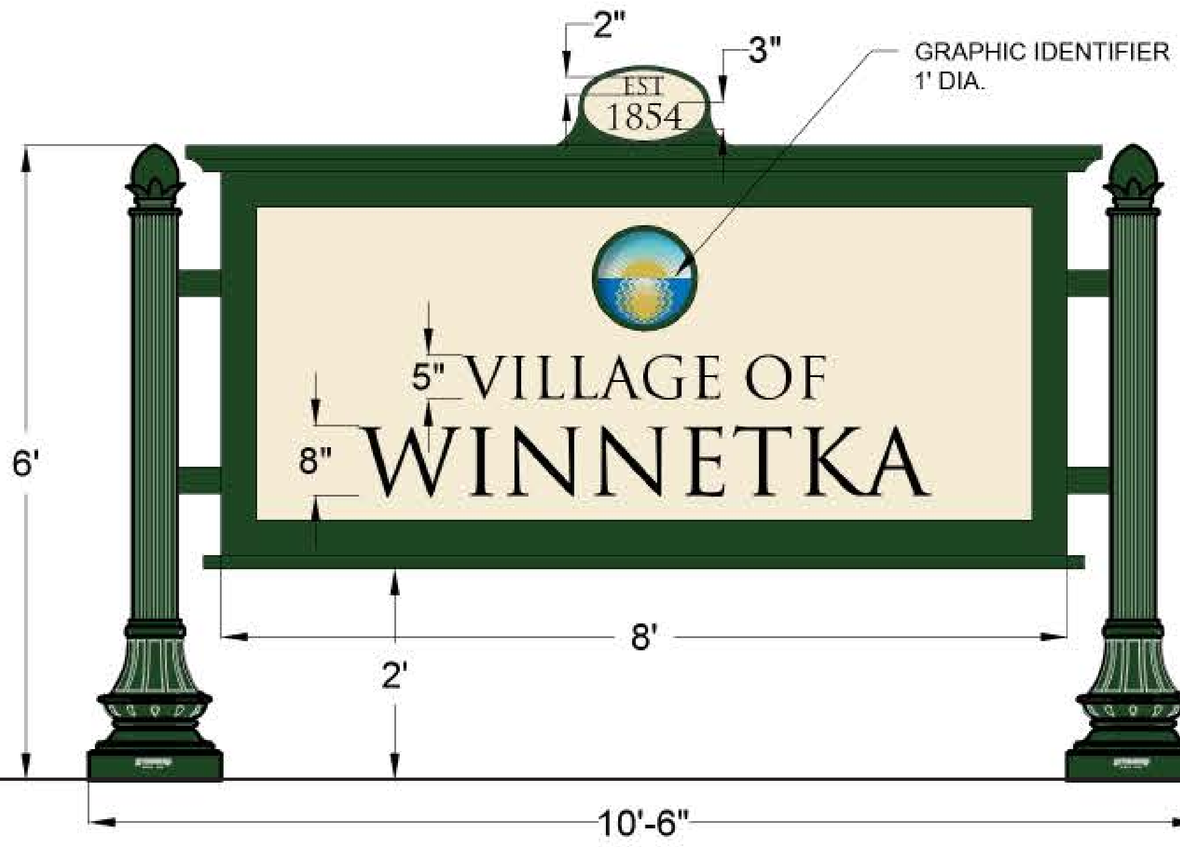
510 Green Bay Rd.
Winnetka, IL 60093

CUST. NO.	TERMS	SALESPERSON	FOB
002172	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

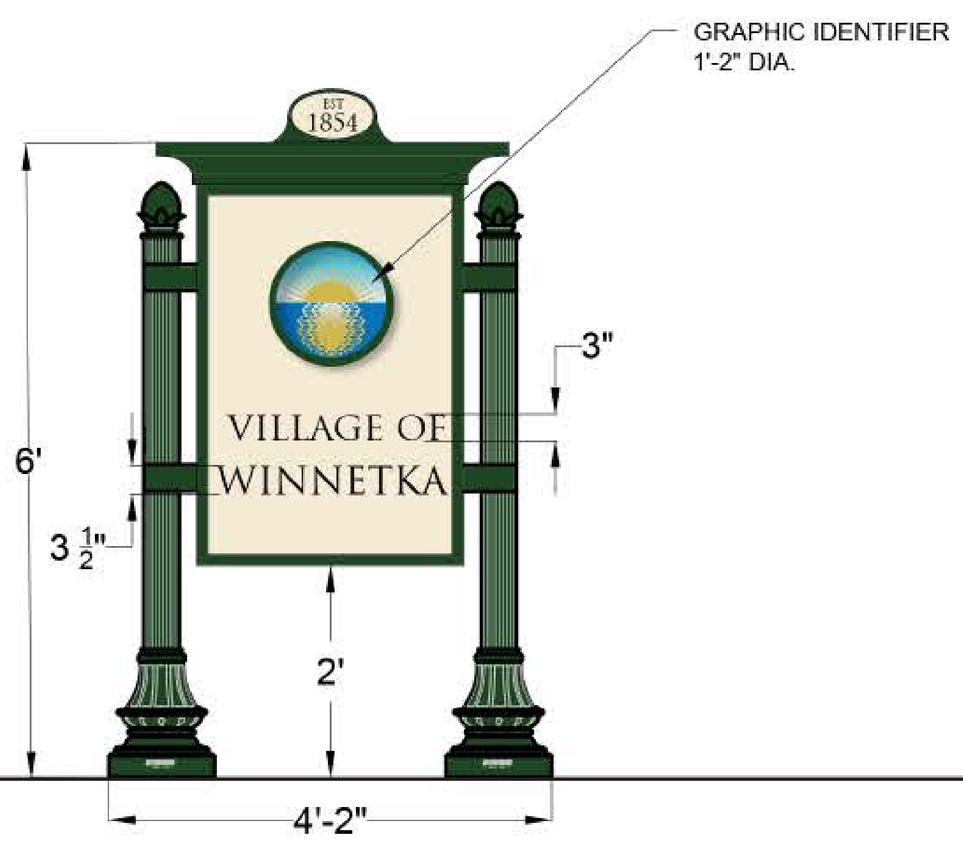
type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible le for the supply thereof. Buyer shall provide for necessary reinforcements to the building on which Display is installed. Buyer shall pay for costs of relocating power lines, or other obstacles to comply with laws of Federal, State or Municipal Agencies. **This Agreement assumes that installation will involve normal access, soil, and wall conditions. In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.**

X _____ _____

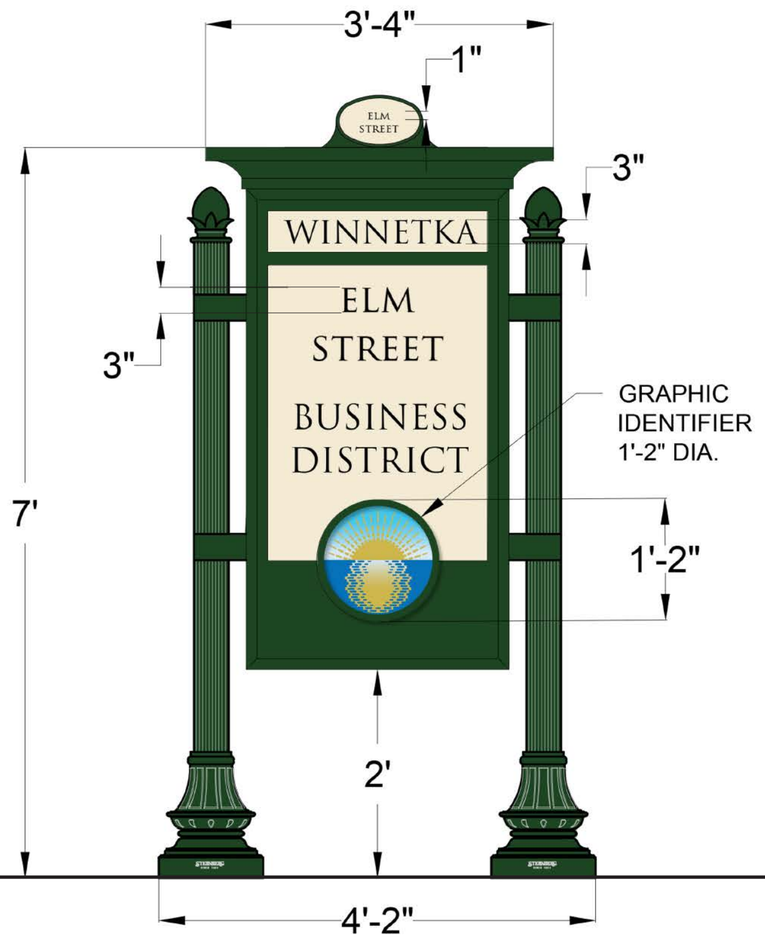
Attachment 2



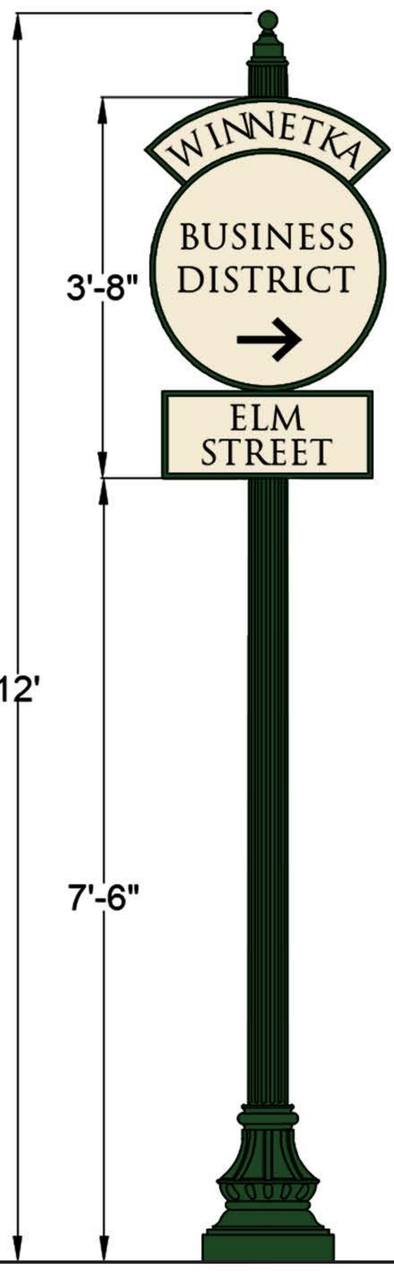
Village Gateway
Identity Sign (Wide)



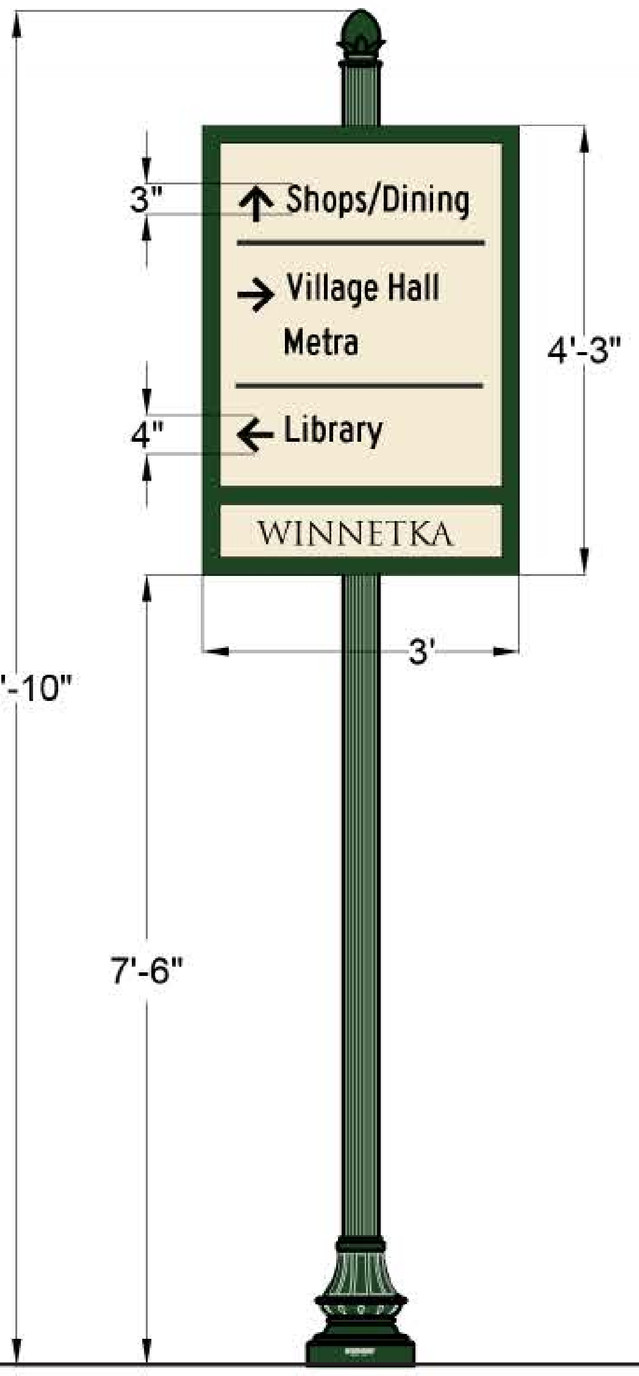
Village Gateway
Identity Sign (Narrow)



Business District
Gateway Sign



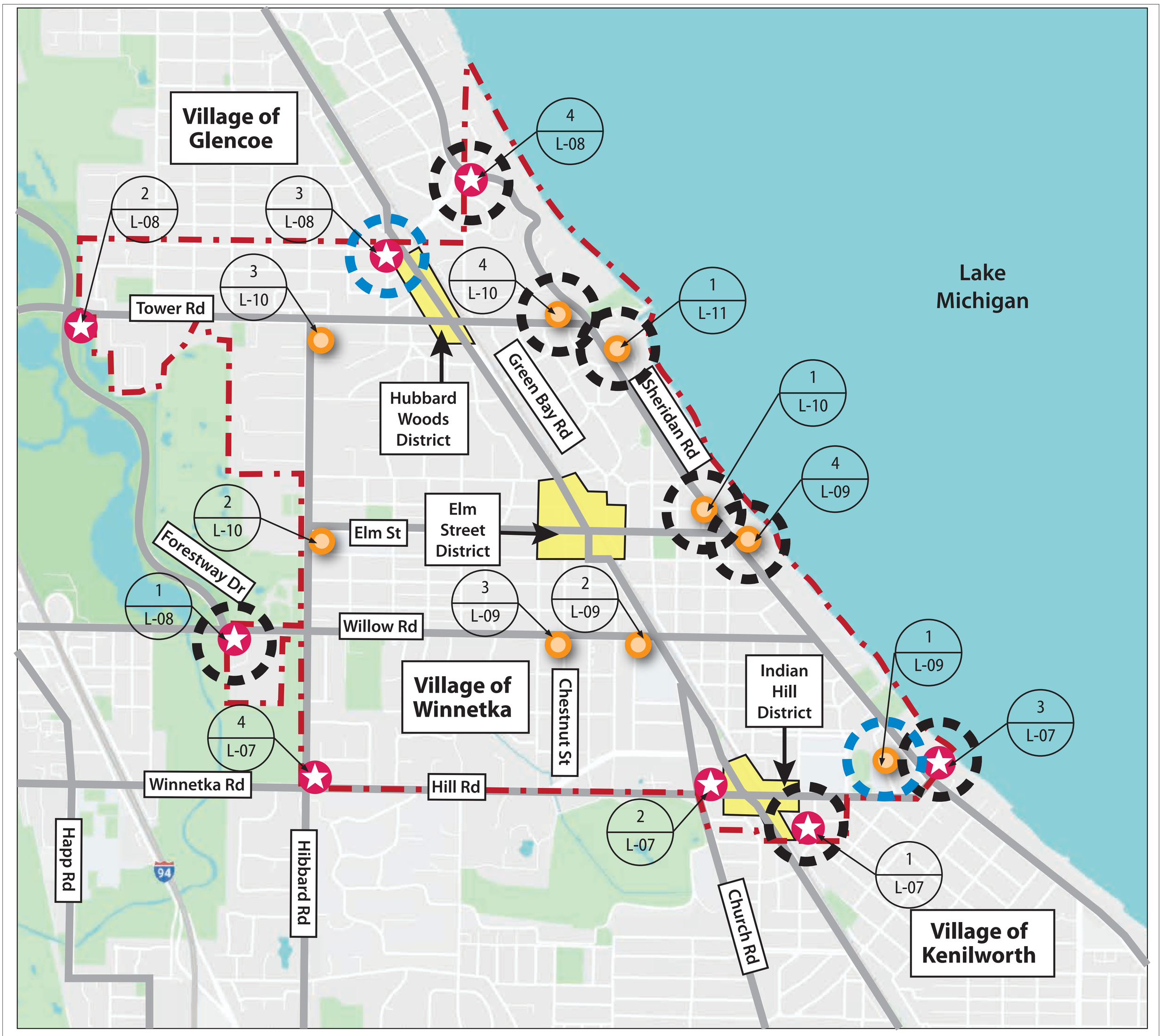
Business District
Directional Sign



Directional Sign

teska
627 Grove Street, Evanston, Illinois 60201
Tel 847.869.2015 Fax 847.869.2059

Drawing Title:	Project:	Drawing No:
SIGN ELEVATIONS	WINNETKA GATEWAY AND WAYFINDING DESIGN	L-1
Drawn By: JT	Date: 08.27.2021	



Village of Winnetka, Illinois

Winnetka Streetscape Master Plan

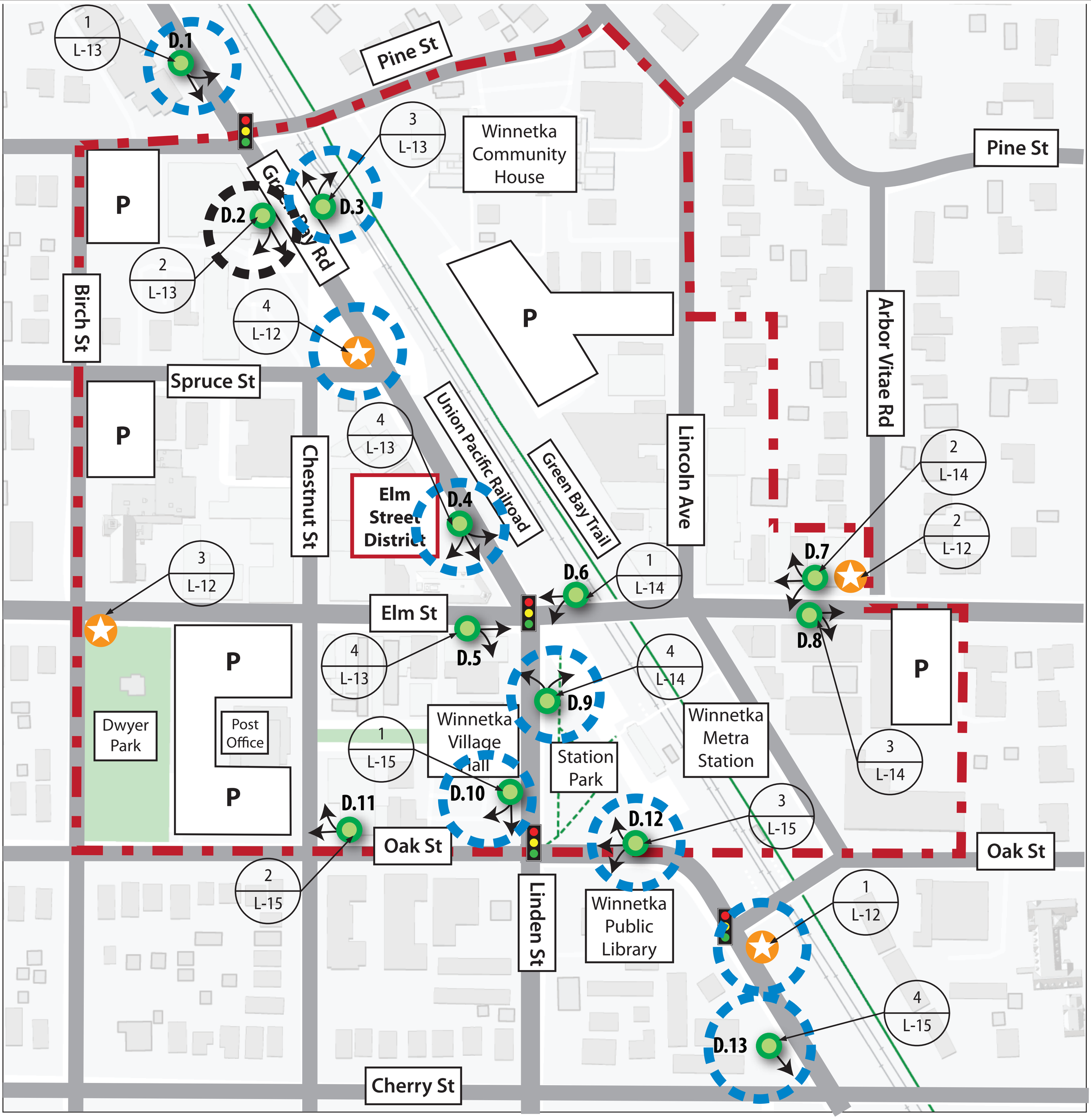
Village of Winnetka Wayfinding Plan: Commercial Districts, Gateways and Directional Signs

June 2021

teska

627 Grove Street, Evanston, Illinois 60201
Tel 847.869.2015 Fax 847.869.2059

Drawing Title:	Project:	Drawing No:
COMMERCIAL DISTRICTS, GATEWAYS AND DIRECTIONAL SIGNS MAP	WINNETKA GATEWAY AND WAYFINDING DESIGN	L-2
Drawn By: JT	Date: 08.27.2021	



Village of Winnetka, Illinois

Winnetka Streetscape Master Plan

Village of Winnetka Wayfinding Plan: Elm St District

June 2021

teska

627 Grove Street, Evanston, Illinois 60201
Tel 847.869.2015 Fax 847.869.2059

Drawing Title:	Project:	Drawing No:
ELM STREET BUSINESS DISTRICT	WINNETKA GATEWAY AND WAYFINDING DESIGN	L-5
Drawn By: JT	Date: 08.27.2021	

D.1

- Elm Street Business District
- Winnetka Community House

D.2

- Metra
- Village Hall
- Library
- Shops/Dining

D.3

- Hubbard Woods Business District
- Winnetka Community House
- Public Parking

D.4

- Metra
- Village Hall
- Library
- Shops/Dining

D.5

- Metra
- Shops/Dining
- Village Hall
- Library

D.6

- Shops/Dining
- Dwyer Park
- Village Hall
- Library

D.7

- Shops/Dining
- Metra
- Winnetka Community House
- Shops/Dining

D.8

- Village Green Park
- Public Parking

D.9

- Dwyer Park
- Metra
- Shops/Dining

D.10

- Library
- Public Parking
- Dwyer Park
- Shops/Dining

D.11

- Dwyer Park
- Shops/Dining

D.12

- Shops/Dining
- Village Hall
- Metra
- Library

D.13

- Indian Hill Business District
- New Trier High School

Village of Winnetka, Illinois

Winnetka Streetscape Master Plan

Village of Winnetka Wayfinding Plan: Directional Signage Faces- Elm Street Wayfinding Sign Panels

June 2021

teska
627 Grove Street, Evanston, Illinois 60201
Tel 847.869.2015 Fax 847.869.2059

Drawing Title:	Project:	Drawing No:
ELM STREET DIRECTIONAL SIGN PANELS	WINNETKA GATEWAY AND WAYFINDING DESIGN	L-6
Drawn By: JT	Date: 08.27.2021	

WINNETKA GATEWAY + WAYFINDING SIGN SCHEDULE

				MOUNTED TO FREESTANDING POLE		MOUNTED TO EXISTING LIGHT POLE
SIGN TYPES	TOTAL QUANTITY	IDOT R.O.W.	VILLAGE R.O.W.	INSTALLED IN LANDSCAPE	INSTALLED IN PAVEMENT	
VILLAGE GATEWAY IDENTITY SIGN (WIDE)	2	IDOT (new) - 0 IDOT (replace) - 1	VILLAGE - 1	2	0	0
VILLAGE GATEWAY IDENTITY SIGN (NARROW)	6	IDOT (new) - 1 IDOT (replace) - 3	VILLAGE - 2	5	1	0
BUSINESS DISTRICT GATEWAY SIGN	4	IDOT (new) - 2 IDOT (replace) - 0	VILLAGE - 2	3	1	0
BUSINESS DISTRICT DIRECTIONAL SIGN	9	IDOT (new) - 1 IDOT (replace) - 4	VILLAGE - 4	8	0	1
DIRECTIONAL SIGN	13	IDOT (new) - 7 IDOT (replace) - 1	VILLAGE - 5	4	8	1

teska
627 Grove Street, Evanston, Illinois 60201
Tel 847.869.2015 Fax 847.869.2059

Drawing Title: SIGNAGE QUANTITIES TABLE

Project: WINNETKA GATEWAY AND WAYFINDING DESIGN

Drawing No: L-16

Drawn By: JT

Date: 08.27.2021

Agenda Item Executive Summary

Title: Outdoor Seating Area Permits - Sara Campbell

Presenter: Liz Dechant, Economic Development Coordinator

Agenda Date: 09/09/2021

Consent: ✔ YES ☐ NO

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

Item History:

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

Executive Summary:

One late application for an outdoor seating area permit was submitted by Sara Campbell at 563 Lincoln Avenue. Sara Campbell is requesting use of the sidewalk in front of their storefront to place two chairs for outdoor seating. The required layout schematics and a certificate of insurance has been submitted and approved by the Village. Staff will work with the applicant to assure appropriate passage of pedestrians.

Recommendation:

Consider approval of a 2021 Outdoor Seating Permit application for Sara Campbell.

Attachments:

None.

Agenda Item Executive Summary

Title: Resolution No. R-77-2021 Valve Replacement (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 09/09/21

Consent: ☐ YES ☑ NO

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

Item History:

The 2021 Electric Fund Budget contains $90,000 (account no. 500.41.27-570) for repair work at the pier.

Executive Summary:

The Electric Plant utilizes a raw water intake in combination with an intake pond and cooling pond to manage the water used for cooling purposes during generation. A 60" sluice gate (i.e. valve) located where the raw water intake pipe connects to the intake pond is not operable and requires replacement. Staff is requesting approval to utilize Northern Divers to replace the sluice gate.

Cooling water for the steam condensers and diesel generators is drawn from the intake pond located east of the Electric Plant. The intake pond is enclosed by sheet pilings and a pier. Water is drawn into the intake pond using either a 60" pipe that extends approximately 1,500 ft. into Lake Michigan or through a surface water sluice gate toward the east end of the intake pond. Both sluice gates are currently inoperable. The surface water sluice gate and associated structure were damaged in a prior storm event and additional recommendations are forthcoming on the repair of this valve and other pier damage. Of the two sluice gates, replacement of the gate at the end of the raw water line has been given priority. During peak pumpage periods, this raw water intake is also used by the Water Plant in combination with 20" raw water line and during certain weather events operation of the 60" valve is operated to manage incoming raw water turbidity.

The sluice gate is physically located underwater. Under procurement authority of the Village Manager, staff contracted with a dive contractor, Northern Divers, to inspect the gate and attempted to repair it in place. The diver was unable to repair the sluice gate and a new gate is required. While on site, the diver recorded measurements for a replacement gate. Northern Divers has provided a proposal in the amount of $66,639 for the installation of a sluice gate.

Staff is requesting approval to waive formal bidding and use Northern Divers. The contractor performed the dive inspection and has been used by the Water Fund on a regular basis. The contractor has been competitive on projects formally bid. Some of the contracts awarded to the vendor through the

Executive Summary (continued):

competitive bidding process include: multiple awards for the maintenance work on the Water Plant raw water line, intake dive inspections, and removal of sediment in the Water Plant wet well.

The Electric Fund Budget contains $90,000 (account no. 500.41.27-570) for repair work at the pier. Allocated funding for this fiscal year is insufficient to address all of the anticipated work required at the pier. Following issuance of the budget, the structure has sustained additional storm damage and deterioration Staff is securing professional resources to assist in the development of repair plans for the pier structure. Funding is also being proposed in the 2022 Budget that is currently under development. Replacement of the intake sluice gate is prioritized with the intent of the work getting completed in 2021.

Resolution No. R-77-2021, prepared by the Village Attorney, waives the requirement for formal bidding and approves a contract with Northern Divers for the sluice gate replacement.

Recommendation:

Consider adoption of Resolution No. R-77-2021; A Resolution waiving bidding and approving a contract with Northern Divers USA Inc. to replace a sluice gate for the Electric Plant in an amount not to exceed $66,639.

Attachments:

1. Resolution No. R-77-2021

2. Contract

Attachment 1

Resolution R-77-2021

A RESOLUTION WAIVING BIDDING AND APPROVING A CONTRACT WITH NORTHERN DIVERS USA INC. TO REPLACE A SLUICE GATE FOR THE ELECTRIC PLANT

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

WHEREAS, the Village desires to retain a diving company to replace the sluice gate located at the raw water intake for the Village's electric plant (***"Work"***); and

WHEREAS, the Village has previously hired Northern Divers USA Inc. of Spring Grove, Illinois (***"Contractor"***) to perform similar work in the past and has been satisfied by Contractor's services and pricing; and

WHEREAS, Contractor has proposed to perform the Work pursuant to a contract with the Village for an amount not to exceed $66,639.00 (***"Contract"***); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to: (i) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code and Section 1V.3.D of the Village's Purchasing Manual; and (ii) award a Contract to Contractor for the Work; and

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

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

SECTION 2. WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Work.

SECTION 3: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Contractor for the Work in substantially in the form attached to this Resolution as **Exhibit A**.

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

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 9th day of September, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

EXHIBIT A

CONTRACT

Attachment 2

VILLAGE OF WINNETKA

CONTRACT FOR SLUICE GATE REPLACEMENT

Full Name of Contractor: ***NORTHERN DIVERS USA INC.*** (***"Contractor"***)

Principal Office Address: ***10404 Fox Bluff Lane, Spring Grove, IL 60081***

Contact Person: ***Frank Frosolone*** Telephone Number: ***(847) 293-8465***

TO: Village of Winnetka (***"Village"***)
510 Green Bay Road
Winnetka, Illinois 60093
Attention:

1. **Work**

A. Contract and Work. Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth in this Contract, to all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for:

   Removal and replacement of the sluice gate, repair of existing sea wall, and related work at the east end of Tower Road in the Village where it abuts Lake Michigan (***"Work Site"***), all as more fully detailed in the proposal attached hereto and incorporated herein as ***Exhibit A*** (***"Work"***).

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

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

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

5. Miscellaneous. Do all other things required of Contractor by this Contract; and

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

B. Performance Standards. Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications in Exhibit A.

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

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

2. **Contract Price**

The Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the total Contract Price of:

TOTAL CONTRACT PRICE: **$66,639.00**

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be within 60 days after receiving an invoice from Contractor and the Work is completed.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. **Contract Time**

Contractor shall commence the Work in accordance with a schedule agreed to between Contractor and the Village provided Contractor shall have furnished to the Village all bonds and all insurance certificates and policies of insurance specified in this Contract (***"Commencement Date"***). Contractor shall perform the Work diligently and continuously and shall complete the Work not later than December 1, 2021 (***"Time of Performance"***). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village shall extend the Time of Performance; provided, however, that Contractor shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

4. **Financial Assurance**

A. Bonds. Contractor proposes, and agrees, that Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the execution of this Contract by both parties.

B. Insurance. Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the execution of this Contract by both parties. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits shall not be less than:

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

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

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)

- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

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

4. Umbrella Liability

Limits shall not be less than:

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

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

C. Indemnification. Contractor shall indemnify and save harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

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

5. **Contractor's Representations and Warranties**

In order to induce the Village to accept this Contract, Contractor represents and warrants as follows:

A. The Work. The Work, and all of its components: (1) will be of merchantable quality; (2) will be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) will strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in this Contract; and (4) will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed under this Contract will be in addition to any other warranties expressed or implied by law, which are reserved unto the Village. Contractor, promptly and without charge, will correct any failure to fulfill the warranty provided in this Section 5 at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in this Contract or by law. The warranty provided in this Section 5 will be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work will be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 5.A relates only to the specific obligation of Contractor to correct Work and will not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

B. Compliance with Laws. The Work, and all of its components, will be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. any other prevailing wage laws; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq* or any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). Contractor agrees to pay its laborers, workers, and mechanics performing the Work no less than the current prevailing rate of wages as required by the Act. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Contractor and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. Not Barred. Contractor is not barred by law from contracting with the Village 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 Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of 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) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction

directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth in Section 3.

F. Authority to Execute. By submitting its contract proposal, Contractor represents and warrants that the person(s) executing this Contract on its behalf have been given the authority to do so by the Contractor. This representation may not be modified by any amendment to, or strike-through of, the contract proposal.

G. Sexual Harassment Policy. Contractor warrants, represents and certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

H. Substance Abuse Prevention Program. Contractor warrants, represents and certifies that it has a program in place that meets or exceeds the program requirements of the Substance Abuse Prevention Program on Public Works Projects Act, 820 ILCS 265, and, if awarded the Contract for the Work, will file a copy of the program with the Village prior to the Commencement Date.

6. **Acknowledgements**

Contractor acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

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

C. Time. Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise references in this Contract to days shall be construed to refer to calendar days and time.

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

E. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

F. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

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

H. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

I. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to the Village, its officers and agents, and to the Director of the Illinois Department of Labor and his or hers deputies and agents; and (ii) at all reasonable hours at a location within this State.

J. Conflicts of Interest. Contractor represents and certifies that, to the best of its knowledge, (1) no elected

or appointed Village official, employee or agent has a personal financial interest in the business of the Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

K. Third Party Beneficiaries. No claim as a third party beneficiary under this Contract by any person, firm, or corporation shall be made or be valid against the Village.

L. Conflicts; Exhibits. If any term or provision in this Agreement conflicts with any term or provision of an attachment or exhibit to this Contract, the terms and provisions of this Contract shall control.

DATED this _____ day of _____, 2021.

ATTEST:

By: _____
Village Clerk

VILLAGE OF WINNETKA

By: _____
Village Manager

ATTEST:

By:_____

Title:_____

NORTHERN DIVERS USA INC.

By: _____

Its: _____

EXHIBIT A

WORK

NORTHERN DIVERS USA INC. will perform all the labor required with a four-man minimum crew for the completion of:

PART 1:
Removal of steel Sluice Gate and repair of the existing sea wall with ½" steel cold roll plate and L channel fabricated and welded on site, to accept the new Sluice Gate.

Part 2:
After Part 1 is completed, installation of the new upwards opening Sluice Gate fabricated of 304/304L Stainless Steel. The new gate will feature an opening 72" wide x 72" high, complete with a SS control rod and yoke mounted manual crank operating gear box, gaskets, and bolts.

Agenda Item Executive Summary

Title: Ordinance No. M-15-2021: 1184 Tower - Variations - Residential Additions (Introduction)

Presenter: David Schoon, Community Development Director

Agenda Date: 09/09/21

Consent: ☐ YES ☑ NO

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

Item History:

None

Executive Summary:

On September 9, the Village Council is scheduled to consider Ordinance No. M-15-2021, in response to an application submitted by Ann Hewitt (the "Applicant"), as the owner of the property located at 1184 Tower Road (the "Subject Property"). The Applicant requests approval of the following zoning variations to allow construction of additions to the existing single-family residence on the Subject Property:

1. Front Yard Lot Coverage (FYLC) of 1,204 square feet, whereas a maximum of 711 feet is permitted, a variation of 493 square feet (69.34%) [Note: The site currently contains 825 square feet of FYLC. The proposed addition would add 379 square feet of FYLC];
2. Gross Floor Area (GFA) of 4,422.84 square feet, whereas a maximum of 4,202.8 square feet is permitted a variation of 220.04 square feet (5.23%) Size];
3. Front Yard Setback of 33.07 feet, whereas a minimum of 38.07 feet is required, a variation of 5 feet (13.13%); and
4. Total Side Yard Setback of 15.5 feet, whereas a minimum of 19.9 feet is required, a variation of 4.4 feet (22.11%) [Note: The residence currently provides a total side yard setback of 15.5 feet].

ZONING BOARD OF APPEALS REVIEW

The Zoning Board of Appeals (ZBA) first considered the variation request on May 10, 2021. At the May meeting the Board focused its discussion on the variations requested regarding the width of the proposed garage addition and the amount of additional front yard lot coverage. The Board asked the Applicant if the width of the garage and the area of the driveway could be reduced to minimize the relief necessary. At the request of the Applicant, the Board voted unanimously to continue the request until the June meeting.

In response to the comments and questions at the May meeting, the Applicant revised the proposed plans and eliminated the zoning relief previously requested for the front-facing attached garage width and reduced the extent of the zoning relief requested for front yard lot coverage (FYLC) and gross floor area.

Executive Summary (continued):

At its June meeting, the Board focused its discussion on the variation requested for the amount of additional FYLC. Some Board members asked if a garage could be added in the rear of the property or if a tandem garage was considered to minimize the relief necessary. The Board also asked if the configuration of the existing driveway could be redesigned to eliminate the circle driveway but still have a turnaround area, to reduce the additional driveway surface within the 30-foot front yard. At the request of the Applicant, the Board voted unanimously to continue the request for a second time until the July meeting.

Subsequent to the June ZBA meeting, the Applicant engaged the services of another architectural firm to assist in her presentation of the request. The proposed plans and requested zoning relief did not change from the June meeting. Also, between the June and July ZBA meetings, the Village Forester Andrew Lueck met with the Applicant and the owners of 1174 Tower Road, the property immediately east of the Subject Property, to discuss the potential impacts on trees related to the proposed construction. Mr. Lueck provided an email summarizing the potential impacts; his email is included in Attachment 2.

After hearing from the Applicant, the Applicant's architect, the neighbor immediately east of the Subject Property, and receiving one written comment for the initial public hearing in May, by a vote of 4-2, the Board recommended approval of the application. The two members opposed to the request were troubled that further changes were not made to the proposal to reduce the necessary relief and found that the request did not meet the standards.

Details of the variation request and the changes made to the proposed plans can be found in the attached staff report to the ZBA (Attachment 2). Minutes of the May, June, and July ZBA meetings are included as Attachment 3.

Recommendation:

Given the Zoning Board of Appeals recommendation was not unanimous, the Village Council will consider introduction of Ordinance No. M-15-2021 at the September 9 meeting and consider adoption of the Ordinance at a future meeting.

Attachments:

1. Ordinance M-15-2021

2. July 6, 2021 ZBA Staff Report and Attachments

3. Excerpts of May 10, 2021, June 14, 2021, and July 12, 2021 ZBA Meeting Minutes

Attachment 1

ORDINANCE NO. M-15-2021

AN ORDINANCE GRANTING VARIATIONS FROM THE WINNETKA ZONING ORDINANCE TO ALLOW THE CONSTRUCTION OF ADDITIONS WITHIN THE R-4 SINGLE FAMILY RESIDENTIAL DISTRICT (1184 Tower Road)

WHEREAS, Ann E. Hewitt (***"Applicant"***) is the record title owner of the parcel of real property commonly known as 1184 Tower 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 approximately 0.27 acres in area, located within the R-4 Single Family Residential District of the Village (***"R-4 District"***), and improved with a single-family residence ("***Residence"***); and

WHEREAS, the Applicant desires to construct three additions to the Residence as follows: a two-story addition to the rear of the Residence; a two-story addition to the front of the Residence; and an in-fill addition in the middle of the Residence (collectively, the ***"Proposed Additions"***); and

WHEREAS, pursuant to Section 17.30.030 of the Winnetka Zoning Ordinance (***"Zoning Ordinance"***), the maximum front yard lot coverage for the Subject Property is 711 square feet; and

WHEREAS, pursuant to Section 17.30.040 of the Zoning Ordinance, the maximum gross floor area for the Subject Property is 4,202.8 square feet; and

WHEREAS, pursuant to Section 17.30.050 of the Zoning Ordinance, the minimum front yard setback for the Subject Property is 38.07 feet; and

WHEREAS, pursuant to Section 17.30.060 of the Zoning Ordinance, the minimum total side yard setback for the Subject Property is 19.9 feet; and

WHEREAS, in order to construct the Proposed Additions on the Subject Property, the Applicant filed an application for variations from: (i) Section 17.30.030 to allow a front yard lot coverage of 1,204 square feet; (ii) Section 17.30.040 of the Zoning Ordinance to allow a gross floor area of 4,422.84 feet square feet; (ii) Section 17.30.050 to allow a front yard setback of 33.07 feet; (iii) Section 17.30.060 to allow a total side yard setback of 15.5 feet (collectively, the ***"Variations"***); and

WHEREAS, after due notice, the Zoning Board of Appeals (***"ZBA"***) convened a public hearing to consider the Variations on May 10, 2021, which hearing was continued to June 14, 2021 and July 12, 2021; and

WHEREAS, on July 12, 2021, by a vote of four members in favor and two opposed, the ZBA recommended that the Council of the Village of Winnetka (***"Village Council"***) approve the Variations; and

WHEREAS, pursuant to Section 17.60.050 of the Zoning Ordinance, the Village Council has determined that: (i) the Variations are in harmony with the general purpose and intent of the Zoning Ordinance and are in accordance with general or specific rules set forth in Chapter 17.60 of the Zoning Ordinance; and (ii) there are practical difficulties or particular hardships in the way of carrying out the strict letter of the provision or regulation of the Zoning Ordinance from which the Variations have been sought; and

WHEREAS, the Village Council has determined that approval of the Variations for the Subject Property within the R-4 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 VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variations from Sections 17.30.030, 17.30.040, 17.30.050, and 17.30.060 of the Zoning Ordinance to allow the construction of the Proposed Additions on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

A. Commencement of Construction. The Applicant must commence the construction of the Proposed Additions 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 Additions 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 Additions on the Subject Property must be in strict accordance with the plans prepared by Juno Designs, consisting of six sheets, with a latest revision date of May 23, 2021, 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 Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 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 Variations.

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.

[SIGNATURE PAGE FOLLOWS]

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

THE EAST 79 FEET OF THE WEST 179 FEET OF LOT 6 IN BLOCK 3 IN COUNTY CLERK'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1184 Tower Road, Winnetka, Illinois.

PIN: 05-17-300-005-0000

EXHIBIT B

PLANS

(SEE ATTACHED EXHIBIT B)

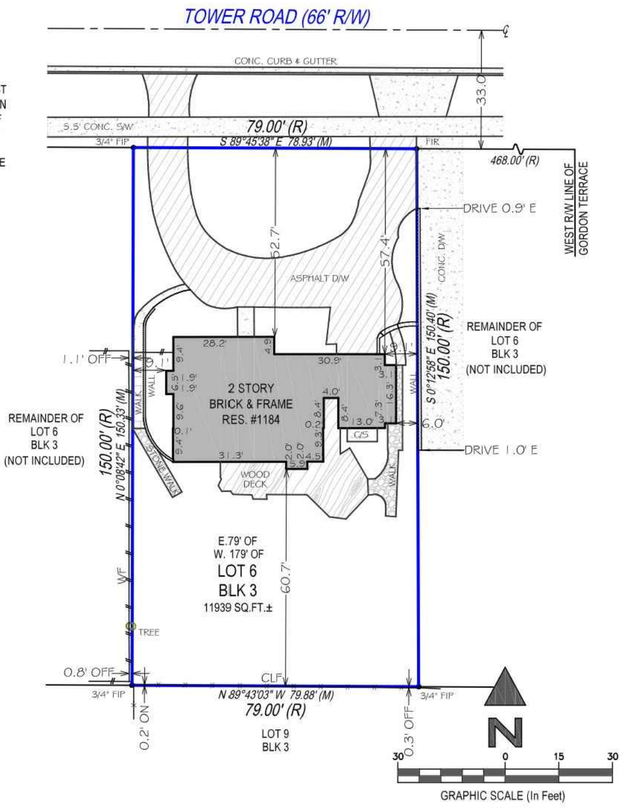
EXACTA
Land Surveyors, LLC

www.exactaland.com | office: 773.305.4011

PROPERTY ADDRESS: 1184 TOWER ROAD, WINNETKA, ILLINOIS 60201 **SURVEY NUMBER:** 2103.2454

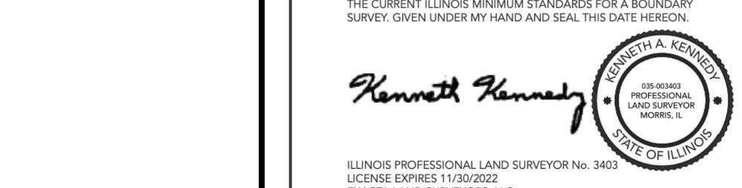
2103.2454
BOUNDARY SURVEY
COOK COUNTY

THE EAST 79 FEET OF THE WEST 179 FEET OF LOT 6 IN BLOCK 3 IN COUNTRY CLERK'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



STATE OF ILLINOIS }
COUNTY OF GRUNDY } SS

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.



ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3403
LICENSE EXPIRES 11/30/2022
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008

POINTS OF INTEREST:
NONE VISIBLE

EXACTA Land Surveyors, LLC
Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

SurveySTARS

DATE OF SURVEY: 03/29/21
FIELD WORK DATE: 3/12/2021
REVISION DATE(S): (REV.2 3/30/2021) (REV.2 3/16/2021) (REV.1 3/15/2021)

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

PROPERTY ADDRESS: 1184 TOWER ROAD, WINNETKA, ILLINOIS 60201 **SURVEY NUMBER:** 2103.2454

JOB SPECIFIC SURVEYOR NOTES:

LEGAL DESCRIPTION:
THE EAST 79 FEET OF THE WEST 179 FEET OF LOT 6 IN BLOCK 3 IN COUNTRY CLERK'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

GENERAL SURVEYOR NOTES:

1. The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.
3. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above-ground inspection. No excavation was performed to determine its location.
4. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.
5. Alterations to this survey map and report by other than the signing surveyor are prohibited.
6. Dimensions are in feet and decimals thereof.
7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.
8. Unless otherwise noted "SET" indicates a set iron rebar, 5/8 inch in diameter and eighteen inches long.
9. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.
10. Points of interest (POI's) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI's, or which are otherwise unknown to the surveyor.
11. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
12. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.
13. Due to varying construction standards, house dimensions are approximate and are not intended to be used for new construction or planning.
14. Surveyor bearings are used for angular reference and are used to show angular relationships of lines only and are not related or orientated to true or magnetic north. Bearings are shown as surveyor bearings, and when shown as matching those on the subdivision plats on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plats. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VI, Sub-Chapter B, Part 1270, Section 1270.56, Paragraph B, Sub-Paragraph 4, Item k.
15. THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE PHONE NUMBER SHOWN HEREON.

SURVEYOR'S LEGEND

LINETYPES
- Boundary Line
- Center Line
- Chain Link or Wire Fence
- Easement
- Edge of Water
- Iron Fence
- OHL — Overhead Lines
- Structure
- Survey Tie Line
- Vinyl Fence
- Wall or Party Wall
- Wood Fence

SURFACE TYPES
- Asphalt
- Brick or Tile
- Concrete
- Covered Area
- Water
- Wood

SYMBOLS
- Benchmark
- Center Line
- Central Angle or Delta
- Common Ownership
- Control Point
- Catch Basin
- Elevation
- Fire Hydrant
- Find or Set Monument
- Guywire or Anchor
- Manhole
- Tree
- Utility or Light Pole
- Well

ABBREVIATIONS
(C) - Calculated
(D) - Deed
(F) - Field
(M) - Measured
(P) - Plat
(S) - Survey
A/C - Air Conditioning
AE - Access Easement
ANE - Anchor Easement
ASBL - Accessory Setback Line
B/W - Bay/Box Window
BC - Block Corner
BFP - Backflow Preventer
BLDG - Building
BLK - Block
BM - Benchmark
BR - Bearing Reference
BRL - Building Restriction Line
BSMT - Basement
C - Curve
C/L - Center Line
C/P - Covered Porch
C/S - Concrete Slab
CATV - Cable TV Riser
CB - Concrete Block
CH - Chord Bearing
CHIM - Chimney
CLF - Chain Link Fence
CME - Canal Maintenance Easement
CO - Clean Out
CONC - Concrete
COR - Corner
CS/W - Concrete Sidewalk
CUE - Control Utility Easement
CVG - Concrete Valley Gutter
D/W - Driveway
DE - Drainage Easement
DF - Drain Field
DH - Drill Hole
DUE - Drainage & Utility Easement
ELEV - Elevation
EM - Electric Meter
ENCL - Enclosure
ENT - Entrance
EOP - Edge of Pavement
EOW - Edge of Water
ESMT - Easement
EUB - Electric Utility Box
F/DH - Found Drill Hole
FCM - Found Concrete Monument
FF - Finished Floor
FIP - Found Iron Pipe
FIPC - Found Iron Pipe & Cap
FIR - Found Iron Rod
FIRC - Found Iron Rod & Cap
FN - Found Nail
FN&D - Found Nail & Disc
FRRSPK - Found Rail Road Spike
GAR - Garage
GM - Gas Meter
ID - Identification
IE/EE - Ingress/Egress Easement
ILL - Illegible
INST - Instrument
INT - Intersection
IRRE - Irrigation Easement
L - Length
LAE - Limited Access Easement
LB# - License No. (Business)
LBE - Limited Buffer Easement
LE - Landscape Easement
LME - Lake/Landscape Maintenance Easement
LS# - License No. (Surveyor)
MB - Map Book
ME - Maintenance Easement
MES - Mitered End Section
MF - Metal Fence
MH - Manhole
NR - Non-Radial
NTS - Not to Scale
NAVD88 - North American Vertical Datum 1988
NGVD29 - National Geodetic Vertical Datum 1929
OG - On Ground
ORB - Official Records Book
ORV - Official Record Volume
O/A - Overall
O/S - Offset
OFF - Outside Subject Property
OH - Overhang
OHL - Overhead Utility Lines
ON - Inside Subject Property
P/E - Pool Equipment
PB - Plat Book
PC - Point of Curvature
PCC - Point of Compound Curvature
PCP - Permanent Control Point
PI - Point of Intersection
PLS - Professional Land Surveyor
PLT - Planter
POB - Point of Beginning
POC - Point of Commencement
PRC - Point of Reverse Curvature
PRM - Permanent Reference Monument
PSM - Professional Surveyor & Mapper
PT - Point of Tangency
PUE - Public Utility Easement
R - Radius or Radial
R/W - Right of Way
RES - Residential
RGE - Range
ROE - Roof Overhang Easement
RP - Radius Point
S/W - Sidewalk
SBL - Setback Line
SCL - Survey Closure Line
SCR - Screen
SEC - Section
SEP - Septic Tank
SEW - Sewer
SIRC - Set Iron Rod & Cap
SMWE - Storm Water Management Easement
SN&D - Set Nail and Disc
SQFT - Square Feet
STL - Survey Tie Line
STY - Story
SV - Sewer Valve
SWE - Sidewalk Easement
TBM - Temporary Bench Mark
TEL - Telephone Facilities
TOB - Top of Bank
TUE - Technological Utility Easement
TWP - Township
TX - Transformer
TYP - Typical
UE - Utility Easement
UG - Underground
UP - Utility Pole
UR - Utility Riser
VF - Vinyl Fence
W/C - Witness Corner
W/F - Water Filter
WF - Wood Fence
WM - Water Meter/Valve Box
WV - Water valve

CERTIFIED TO:
ANN E. HEWITT

FLOOD ZONE INFORMATION:

DATE OF SURVEY: 03/29/21
BUYER: ANN E. HEWITT
LENDER:
TITLE COMPANY:
TITLE COMMITMENT: **CLIENT FILE NO:**

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY
PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES

EXACTA Land Surveyors, LLC
Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

SEE 1/AS-102

1

JUNO

D E S I G N S

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

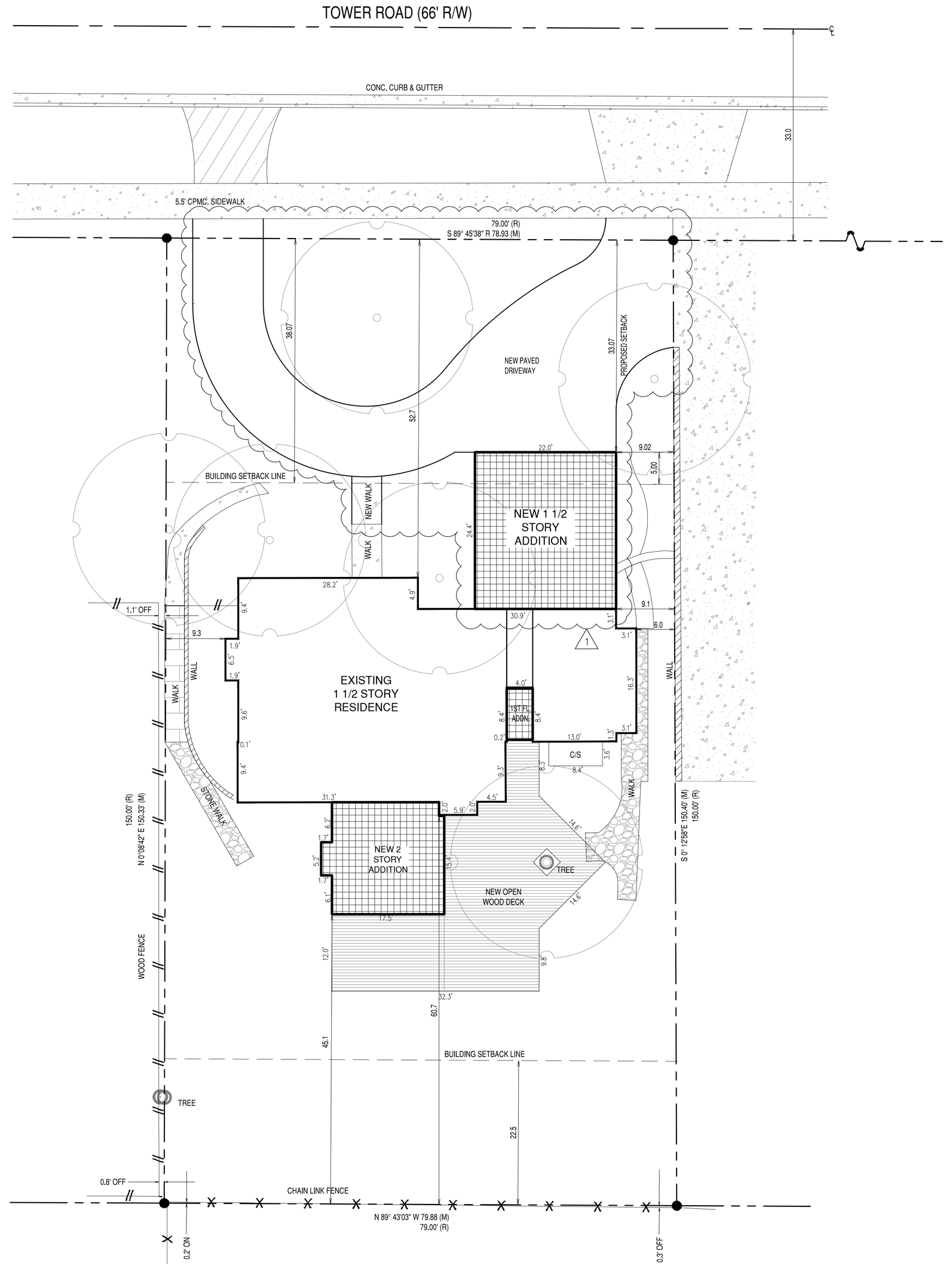
PROJECT:
HEWITT RESIDENCE
1184 TOWER ROAD
WINNETKA, IL

SHEET TITLE:

PROPOSED SITE PLAN & SURVEY

NO.	REVISION	DATE
1	**GEN. REVISION**	5/23/21

DATE:
4/21/21
PROJECT NO.
1916
SHEET NO.
AS-101



ENLARGED PROPOSED SITE PLAN

1" = 10'

0 5 10 20

1
AS-102

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:

HEWITT RESIDENCE

1184 TOWER ROAD

WINNETKA, IL

SHEET TITLE:

ENLARGED PROPOSED SITE PLAN

NO.	REVISION	DATE
1	GEN. REVISION	5/23/21

DATE:

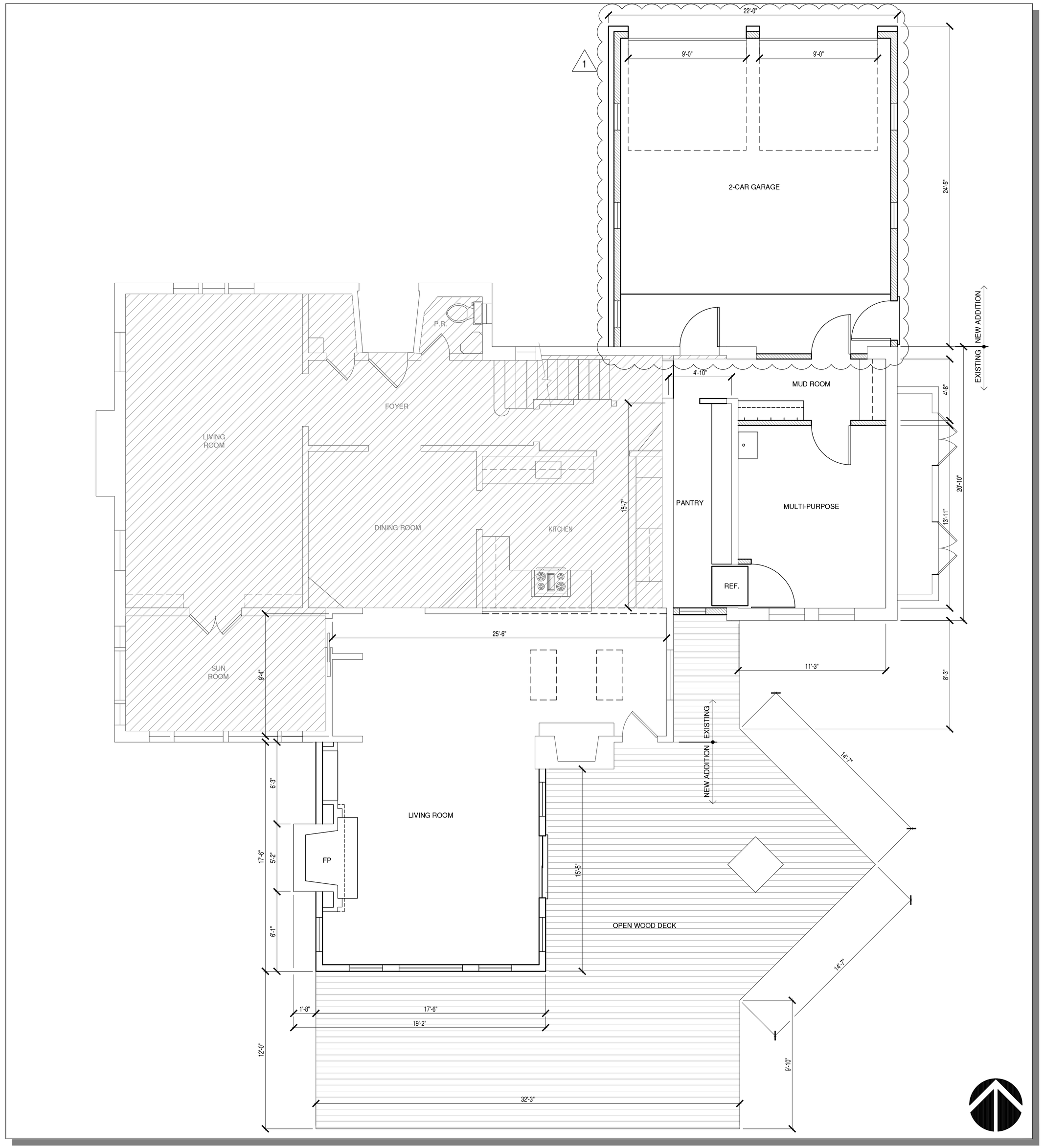
4/30/21

PROJECT NO.

1916

SHEET NO.

AS-102



PROPOSED 1ST FLOOR PLAN 1

1/4" = 1'-0" A-101

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:

HEWITT RESIDENCE

1184 TOWER ROAD

WINNETKA, IL

SHEET TITLE:

PROPOSED 1ST FLOOR PLAN

NO.	REVISION	DATE
1	GEN. REVISION	5/23/21

DATE:

4/21/21

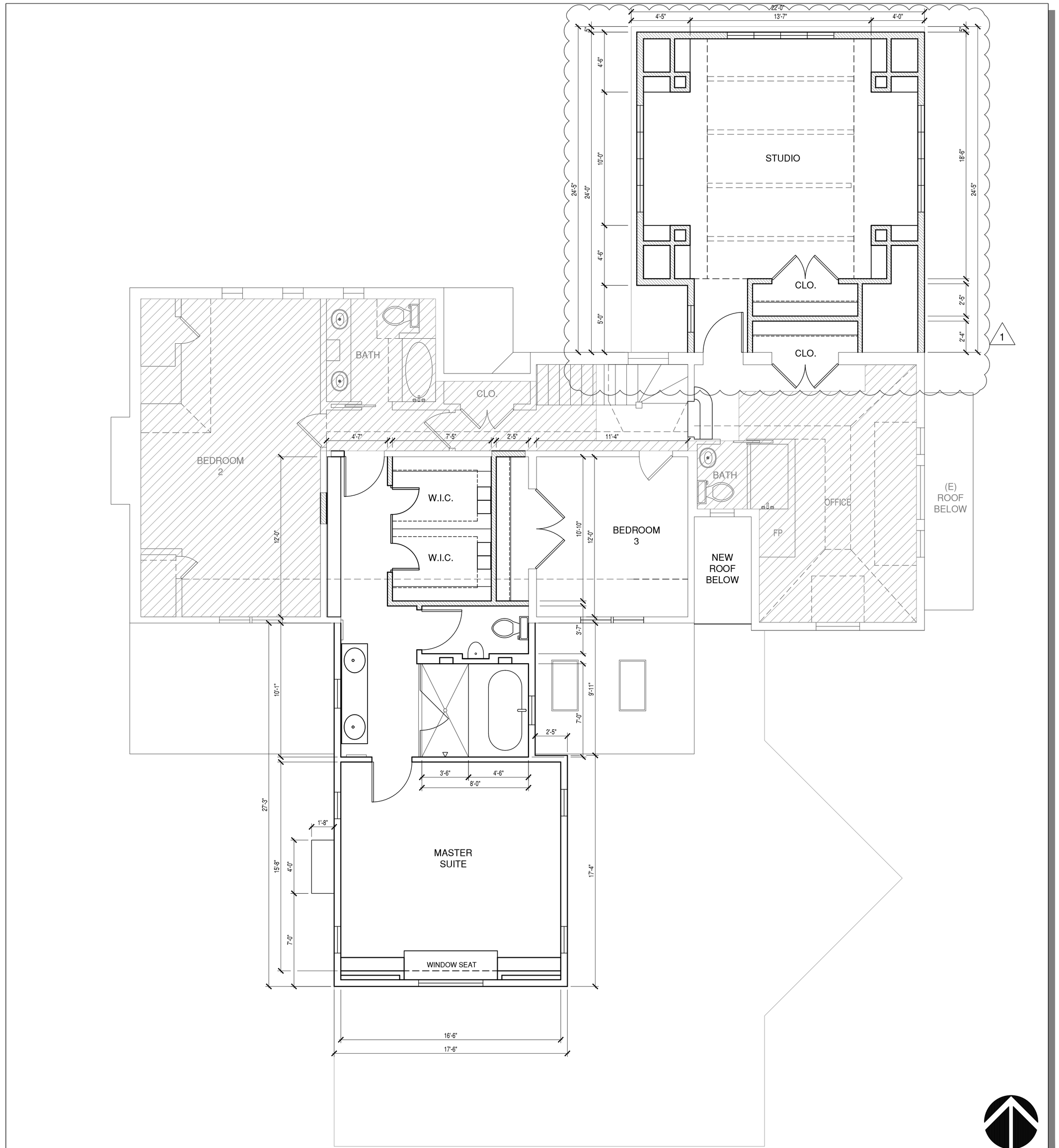
PROJECT NO.

1916

SHEET NO.

A-101

Agenda Packet 115



PROPOSED 2ND FLOOR PLAN

1/4" = 1'-0"

1
A-102

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

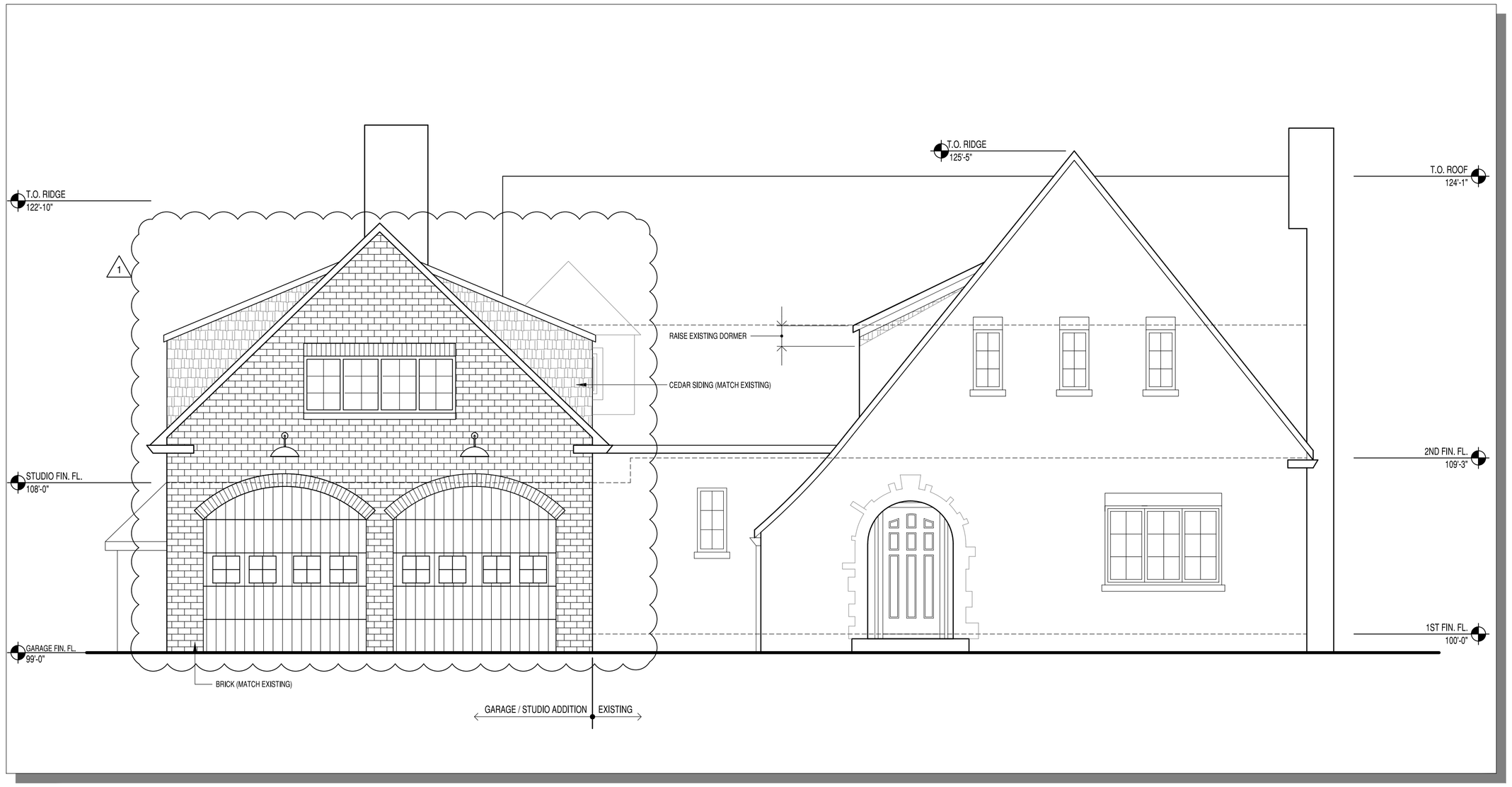
PROJECT:
HEWITT RESIDENCE
1184 TOWER ROAD
WINNETKA, IL

SHEET TITLE:
PROPOSED 2ND FLOOR PLAN

NO.	REVISION	DATE
1	GEN. REVISION	5/23/21

DATE:
4/21/21
PROJECT NO.
1916
SHEET NO.
A-102

Agenda Packet 116



PROPOSED NORTH (FRONT) ELEVATION

1/4" = 1'-0"

1

A-201

PROPOSED SOUTH (REAR) ELEVATION

1/4" = 1'-0"

2

A-201

Agenda Packet 117

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:

HEWITT RESIDENCE

1184 TOWER ROAD

WINNETKA, IL

SHEET TITLE:

PROPOSED BUILDING ELEVATIONS

NO.	REVISION	DATE
1	GEN. REVISION	5/23/21

DATE:

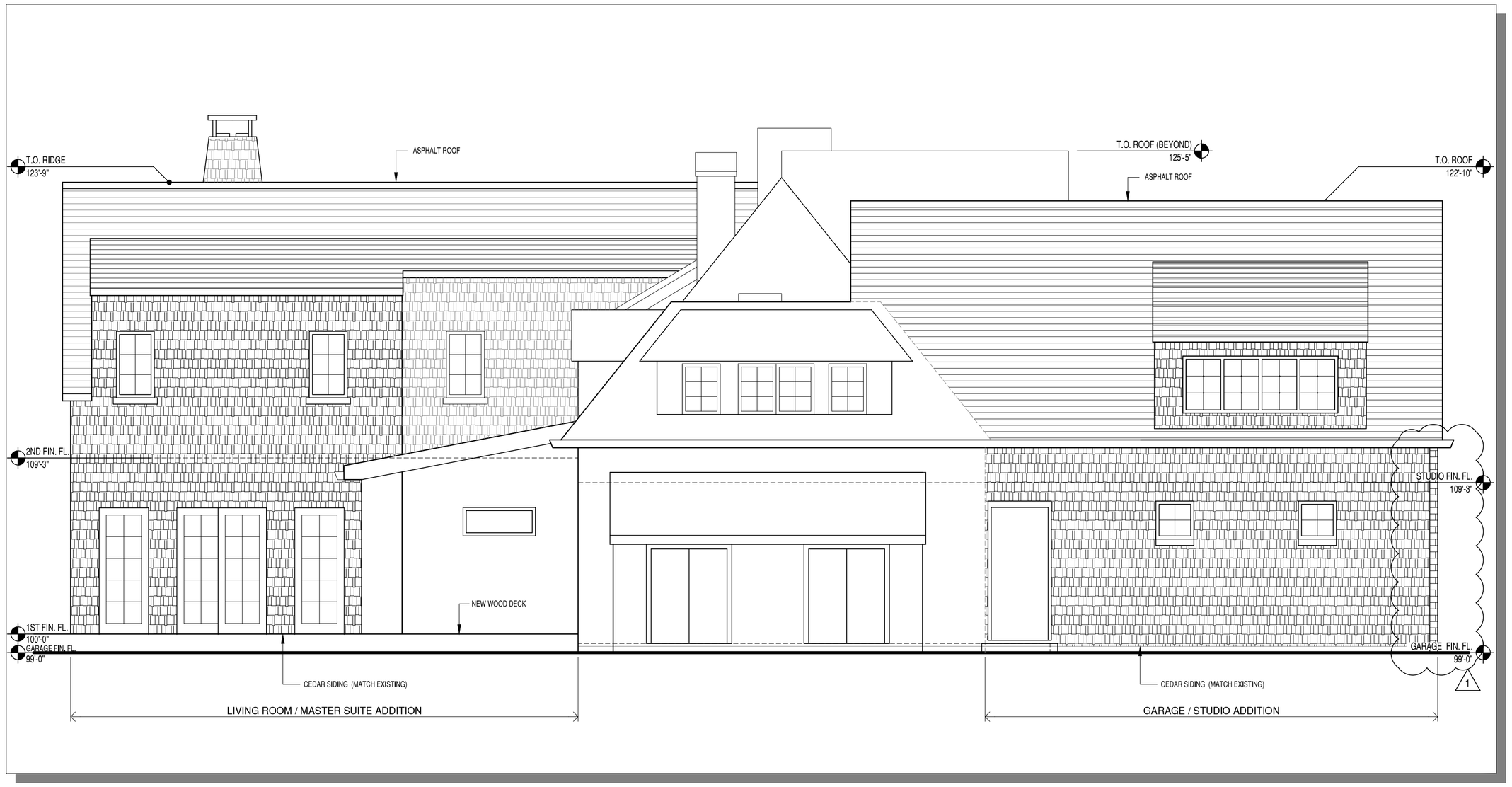
4/21/21

PROJECT NO.

1916

SHEET NO.

A-201

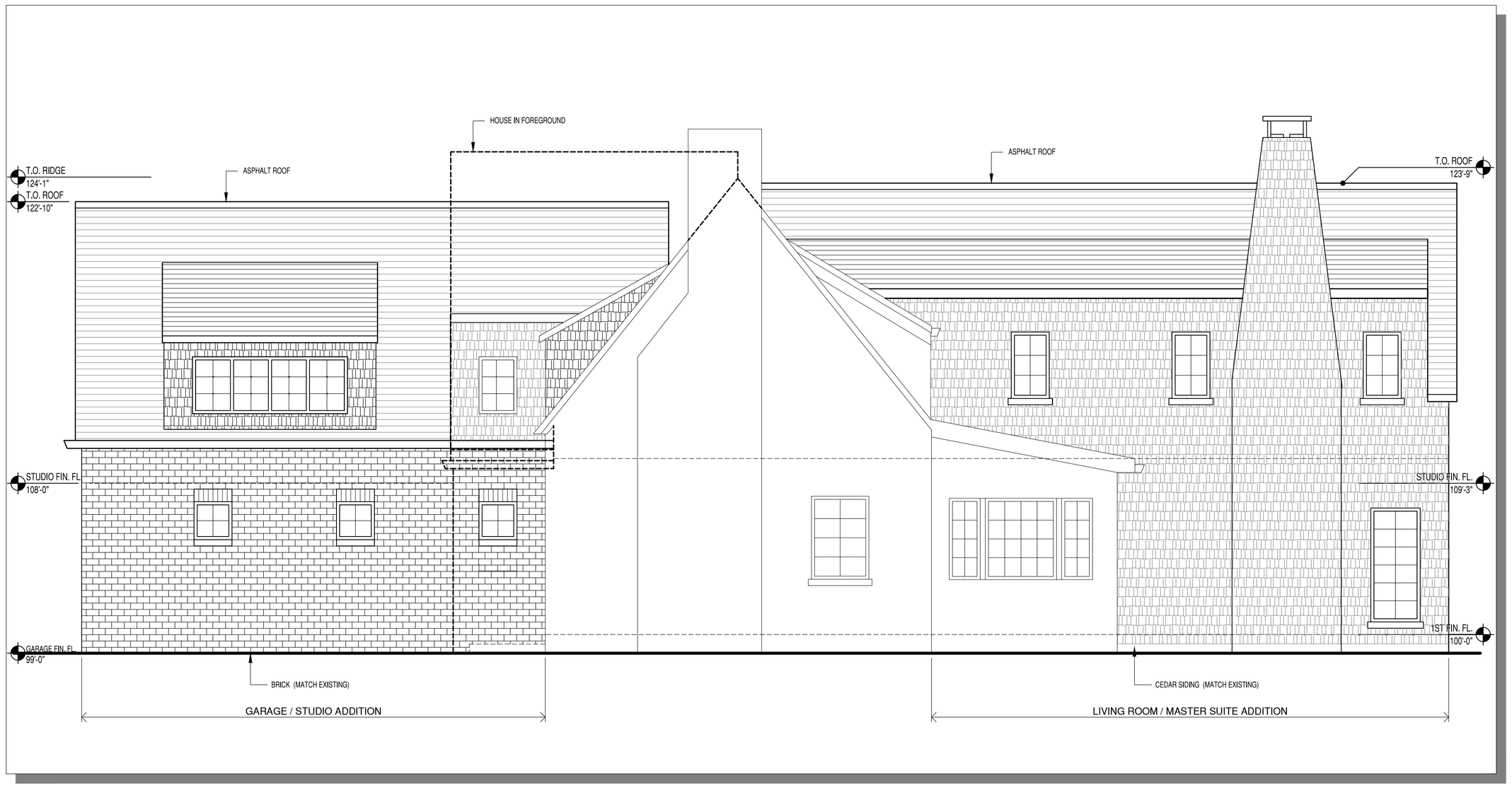


PROPOSED EAST ELEVATION

1/4" = 1'-0"

1

A-202



PROPOSED WEST ELEVATION

1/4" = 1'-0"

2

A-202

Agenda Packet 118

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS
FOR
THE VILLAGE OF
WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:

HEWITT RESIDENCE

1184 TOWER ROAD
WINNETKA, IL

SHEET TITLE:

PROPOSED BUILDING ELEVATIONS

NO.	REVISION	DATE
1	GEN. REVISION	5/23/21

DATE:
4/21/21
PROJECT NO.
1916
SHEET NO.
A-202

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Ann E. Hewitt (***"Applicant"***) is the record title owner of the parcel of real property commonly known as 1184 Tower Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part hereof (***"Subject Property"***); and

WHEREAS, the Subject Property is approximately 0.27 acres in area, located within the R-4 Single Family Residential District of the Village (***"R-4 District"***), and improved with a single-family residence ("***Residence"***); and

WHEREAS, the Applicant desires to construct three additions to the Residence as follows: a two-story addition to the rear of the Residence; a two-story addition to the front of the Residence; and an in-fill addition in the middle of the Residence (collectively, the ***"Proposed Additions"***); and

WHEREAS, in order to construct the Proposed Additions on the Subject Property, the Applicant filed an application for variations from: (i) Section 17.30.030 to allow a front yard lot coverage of 1,204 square feet; (ii) Section 17.30.040 of the Zoning Ordinance to allow a gross floor area of 4,422.84 feet square feet; (ii) Section 17.30.050 to allow a front yard setback of 33.07 feet; (iii) Section 17.30.060 to allow a total side yard setback of 15.5 feet (collectively, the ***"Variations"***); and

WHEREAS, Ordinance No. M-15-2021, adopted by the Village Council on _____, 2021 (***"Ordinance"***), grants the Variations; 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 Variations for the Subject Property or its adoption of the Ordinance, and that the Village's

approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant 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 Variations for the Subject Property.

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

Dated: _____, 2021

ATTEST: **ANN E. HEWITT**

By: _____ By: _____

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS

FROM: ANN KLAASSEN, SENIOR PLANNER

DATE: JULY 6, 2021

SUBJECT: 1184 TOWER ROAD – VARIATIONS (AMENDED CASE NO. 21-16-V2)

At the request of the Applicant, this case was continued for a second time at the June 14, 2021, ZBA meeting. Since the June meeting, the proposed plans have not changed. Therefore, the requested zoning relief remains the same from what the Board considered at the June meeting. In the attached email from the Applicant (Attachment B2), the Applicant explains she has engaged the services of another architectural firm to assist in her presentation of the request.

For details on the requested zoning relief and the proposed plan, please see Attachment A2, the June 10, 2021, ZBA staff report and attachments.

Staff has not received any additional correspondence regarding this application.

Village Forester Andrew Lueck met with the Applicant and the owners of 1174 Tower Road, the property immediately east of 1184 Tower Road, on June 25, 2021, to discuss the potential impacts on trees related to garage and driveway construction. Mr. Lueck has provided an email summarizing the potential impacts, his email is provided in Attachment C2.

JUNE 14, 2021, ZBA PUBLIC HEARING

At its regular monthly meeting on June 14, the ZBA held a continued public hearing on the Applicant's requested zoning relief. At the June meeting, the Board focused its discussion on the variation requested for the amount of additional front yard lot coverage. Some Board members asked if a garage could be added in the rear of the property in order to minimize the relief necessary. A Board member also asked if a tandem garage was considered. The Board asked if the configuration of the existing driveway could be redesigned to eliminate the circle driveway but still have a turnaround area, to reduce the amount of additional driveway surface within the minimum required 30-foot front yard.

At the request of the Applicant, the Board voted unanimously to continue the request until the July meeting to provide the Applicant an opportunity to consider further reducing the amount of additional driveway surface within the minimum required 30-foot front yard. A copy of the draft June 14 minutes is included in the July 12 agenda packet for the ZBA's approval.

ATTACHMENTS

Attachment A2: June 10, 2021, ZBA Staff Report and Attachments
Attachment B2: July 2, 2021, Email from Applicant
Attachment C2: June 29, 2021, Email from Village Forester Lueck

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS

FROM: ANN KLAASSEN, SENIOR PLANNER

DATE: JUNE 10, 2021

SUBJECT: 1184 TOWER ROAD – VARIATIONS (AMENDED CASE NO. 21-16-V2)

INTRODUCTION

On June 14, 2021, the Zoning Board of Appeals will continue a virtual public hearing, in accordance with social distancing requirements and Governor Pritzker's Executive Orders and Senate Bill 2135, on an amended application submitted by Ann Hewitt (the "Applicant"), as the owner of the property located at 1184 Tower Road (the "Subject Property"). The Applicant now requests approval of the following zoning variations to allow construction of additions to the existing residence on the Subject Property:

1. Front Yard Lot Coverage of 1,204 square feet, whereas a maximum of 711 square feet is permitted, a variation of 493 square feet (69.34%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 825 square feet of FYLC. The proposed addition would add 379 square feet of FYLC];
2. Gross Floor Area (GFA) of 4,422.84 square feet, whereas a maximum of 4,202.8 square feet is permitted, a variation of 220.04 square feet (5.23%) [Section 17.30.040 – Maximum Building Size];
3. Front Yard Setback of 33.07 feet, whereas a minimum of 38.07 feet is required, a variation of 5 feet (13.13%) [Section 17.30.050 – Front and Corner Yard Setbacks]; and
4. Total Side Yard Setback of 15.5 feet, whereas a minimum of 19.9 feet is required, a variation of 4.4 feet (22.11%) [Section 17.30.060 – Side Yard Setback] [Note: The residence currently provides a total side yard setback of 15.5 feet].

The initial hearing on May 10, 2021, was properly noticed on April 22, 2021, in the *Winnetka Talk* and a mailed notice was sent to property owners within 250 feet of the Subject Property in compliance with the Zoning Ordinance. As of the date of this memo, staff has received one written comment from the public regarding this application. This comment was included in the May 4, 2021, staff report as Attachment D. For reference, the May 4 staff report and attachments is provided as Attachment C1 of this report. The neighbors immediately east of the Subject Property both spoke in support of the request at the May 10 ZBA meeting.

As will be discussed later in the report, ***the Applicant has eliminated the zoning relief requested for the front-facing attached garage width and reduced the extent of the zoning relief requested for front yard lot coverage and gross floor area.*** The Village Council still has final jurisdiction on this request as only the Council has the authority to grant a variation to exceed the permitted lot coverage by more than 20%.

MAY 10, 2021, ZBA PUBLIC HEARING

At its regular monthly meeting on May 10, the ZBA held a public hearing on the Applicant's requested zoning relief. At the May meeting, the Board focused its discussion on the variations requested regarding the width of the proposed garage addition and the amount of additional front yard lot coverage. The Board asked the Applicant if the width of the garage and the area of the driveway could be reduced to minimize the relief necessary. At the request of the Applicant, the Board voted unanimously to continue the request until the June meeting to provide the Applicant an opportunity to consider reducing the size of the proposed garage addition and the amount of additional driveway surface within the minimum required 30-foot front yard. A copy of the draft May 10 minutes is included in the June 14 agenda packet for the ZBA's approval.

AMENDED PROPOSED PLAN

In response to comments and questions at the May 10 ZBA meeting, the Applicant has provided the attached narrative and revised plans (Attachment B1). The plans have been revised to reduce the width the proposed garage addition, as well as the second-floor addition above, and the area of front yard lot coverage has also been reduced. The proposed garage would be 22 feet in width, rather than 24.4 feet as originally proposed. The overall size of the garage addition has been reduced to 537 square feet of gross floor area, a reduction of 59 square feet from the original plan. As a result of the reduction of the width of the proposed garage, the second-floor addition above has been reduced to 453 square feet of gross floor area, a reduction of 42 square feet. The proposed two-story addition at the rear of the home remains unchanged. In total, the proposed additions have been reduced to 1,807.67 square feet of gross floor area, a reduction of 101 square feet from the original plan.

The area of the driveway within the 30-foot front yard has been reduced to 1,204 square feet, a reduction of 137.56 square feet of impermeable lot coverage from the original plan.

Excerpts of the amended front building elevation, site plan, and first floor plan are provided below and on the following pages as Figures 1 through 3.

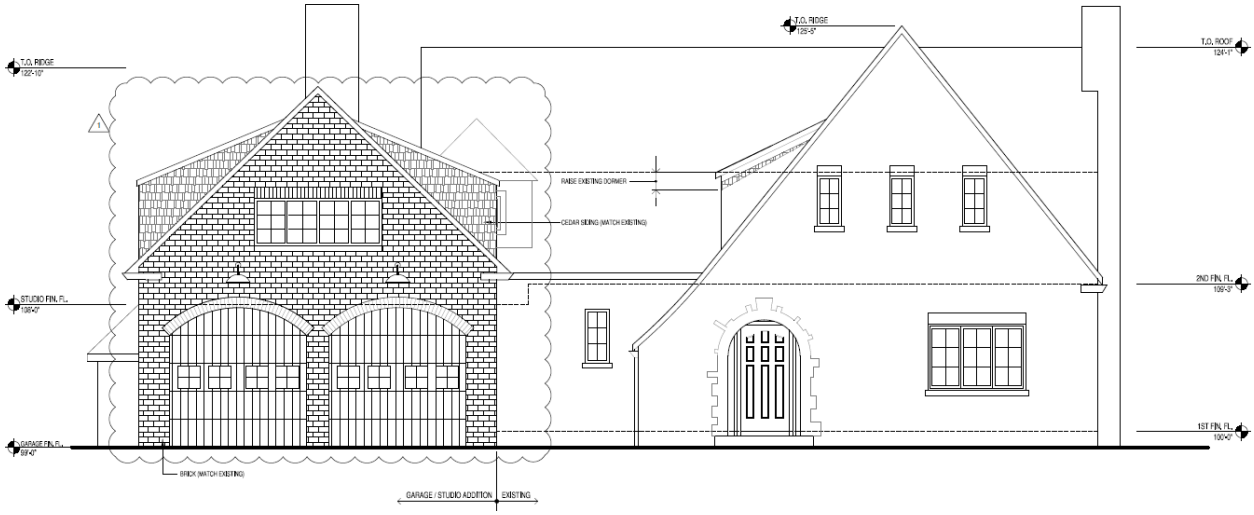


Figure 1 – Amended Front Building Elevation

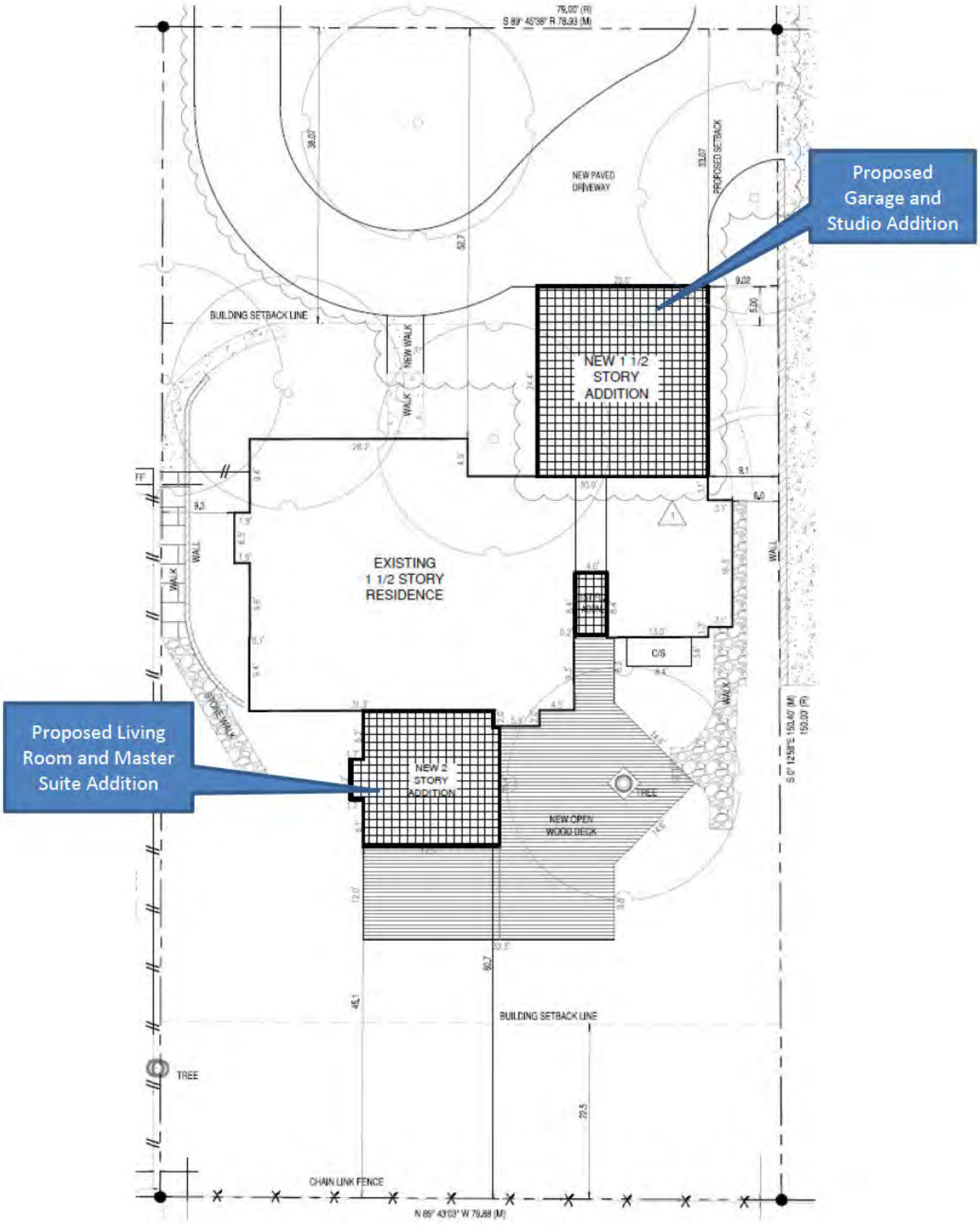


Figure 2 - Amended Site Plan

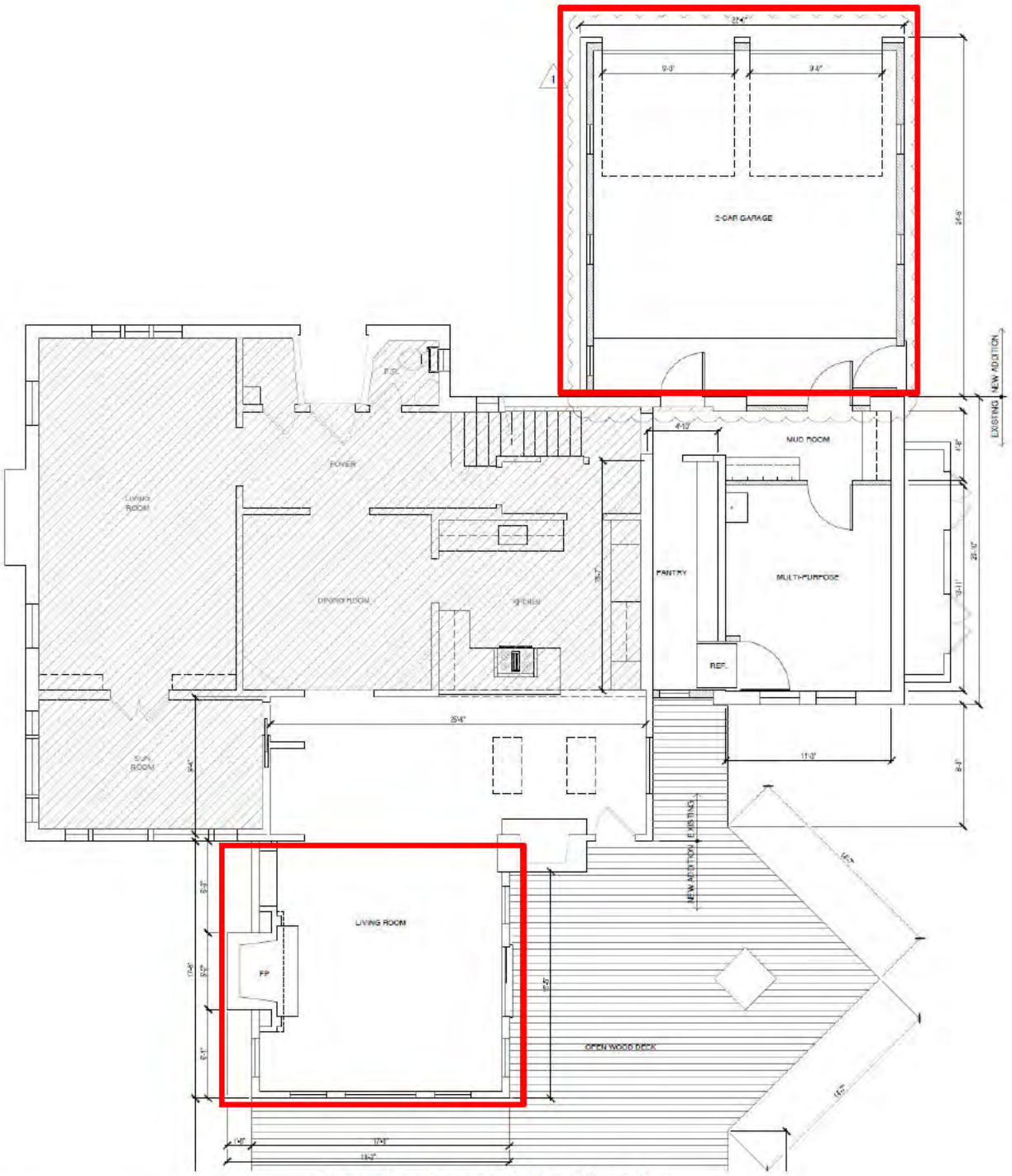


Figure 3 – Amended First Floor Plan

REQUESTED ZONING RELIEF

The attached <u>amended</u> zoning matrix highlights the existing lot and the proposed improvements' compliance with the R-4 zoning district (Attachment A1). Four variations are still being requested: (1) minimum front yard setback; (2) front yard lot coverage; (3) gross floor area; and (4) minimum total side yard setback. However, the amended plan represents a reduction in the proposed front yard lot coverage and gross floor area. As previously noted, relief from the maximum permitted width of a front-facing attached garage is no longer being requested as the proposed garage is 22 feet wide, which

complies with the permitted width of 22 feet. The requested variations for the front yard setback and total side yard setback remain unchanged.

Front Yard Setback. The existing residence currently provides a front yard setback of 52.7 feet. The proposed garage and studio addition would provide a front yard setback of 33.07 feet, whereas a minimum setback of 38.07 feet, the average of the block, is required. (Note: If it were not for the minimum average front yard setback requirement, the minimum front yard requirement for this lot, which is located in the R-4 District, would be 30 feet.

Front Yard Lot Coverage. The maximum permitted front yard lot coverage (FYLC) in the R-4 zoning district is 30% of the minimum required front yard, which means no more than 30% of the area measured 30 feet from the front property line may be covered with impermeable surfaces. The intent of this standard is twofold: (1) to limit the amount of hard surface area located within the required front yard and; (2) to discourage vehicles from parking within the required front yard. The existing improvements within the 30-foot front yard consist of 825 square feet of FYLC, exceeding the maximum permitted FYLC by 114 square feet. To provide access to the proposed garage, the driveway would be expanded by approximately 379 square feet; bringing the total FYLC to 1,204 square feet, whereas a maximum of 711 square feet is permitted. Again, this is 137.56 square feet less than what was originally proposed.

Maximum Building Size (Gross Floor Area). The site currently contains 2,615.17 square feet of gross floor (GFA). The increase in GFA with the proposed amended additions is 1,807.67 square feet; bringing the total GFA to 4,422.84 square feet, whereas a maximum of 4,202.8 square feet is permitted. Again, this is a reduction of 101 square feet from the original proposal.

Total Side Yard Setback. The existing residence currently provides a total side yard setback of 15.5 feet; 6 feet from the east property line and 9.5 feet (measured to the permitted chimney encroachment) from the west property line. The side yard setbacks would remain unchanged with the proposed additions, but it should be noted that the addition closest to either side lot line is the proposed garage, which would provide an east side yard setback of 9.02 feet. That being said, the existing total side yard setback of 15.5 feet will remain, whereas a minimum of 19.9 feet is required.

The following compares the Zoning Ordinance requirements, the existing conditions, as well as the difference between what the Applicant originally proposed and the amended plan currently before the Board.

	CODE REQUIREMENT	EXISTING CONDITION	ORIGINAL PLAN	AMENDED PLAN
MINIMUM FRONT YARD SETBACK	38.07 feet	52.7 feet	33.07 feet	33.07 feet
MAXIMUM FRONT YARD LOT COVERAGE	711 square feet	825 square feet	1,341.56 square feet	1,204 square feet
MAXIMUM GROSS FLOOR AREA	4,202.8 square feet	2,615.17 square feet	4,524.22 square feet	4,422.84 square feet
MINIMUM TOTAL SIDE YARD SETBACK	19.9 feet	15.5 feet	15.5 feet	15.5 feet

FINDINGS

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

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

1. Front Yard Lot Coverage of 1,204 square feet, whereas a maximum of 711 square feet is permitted, a variation of 493 square feet (69.34%) [Section 17.30.030 – Intensity of Use of Lot];
2. Gross Floor Area (GFA) of 4,422.84 square feet, whereas a maximum of 4,202.8 square feet is permitted, a variation of 220.04 square feet (5.23%) [Section 17.30.040 – Maximum Building Size];
3. Front Yard Setback of 33.07 feet, whereas a minimum of 38.07 feet is required, a variation of 5 feet (13.13%) [Section 17.30.050 – Front and Corner Yard Setbacks]; and
4. Total Side Yard Setback of 15.5 feet, whereas a minimum of 19.9 feet is required, a variation of 4.4 feet (22.11%) [Section 17.30.060 – Side Yard Setback].

The Zoning Board of Appeals finds, based on evidence in the record or a public document, that the variations 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 A1: Amended Zoning Matrix
Attachment B1: Applicant's Narrative and Revised Plans
Attachment C1: May 4, 2021, ZBA Staff Report and Attachments

ZONING MATRIX

(Amended 05.25.2021)

ADDRESS: 1184 Tower Road

CASE NO: 21-16-V2

ZONING: R-4

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	12,600 SF	11,939 SF	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	60 FT	79.59 FT	N/A	N/A	OK
Min. Lot Depth	120 FT	150 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	3,223.53 SF (1)	1,784.24 SF	*2,669.96 SF*	*885.72 SF*	OK
Max. Gross Floor Area	4,202.8 SF (1)	2,615.17 SF	*4,422.84 SF*	*1,807.67 SF*	***220.04 SF (5.23%) VARIATION***
Max. Impermeable Lot Coverage	5,969.5 SF (1)	3,999.08 SF	*4,504.61 SF*	*505.53 SF*	OK
Max. Front Yard Lot Coverage	711 SF	825 SF	*1,204 SF*	*379 SF*	***493 SF (69.34%) VARIATION***
Min. Front Yard (Tower/North)	38.07 FT	52.7 FT	33.07 FT	(19.63) FT	**5 FT (13.13%) VARIATION**
Min. Side Yard (East)	7.96 FT	6 FT	6 FT (3)	0 FT	EXISTING NONCONFORMING
Min. Total Side Yards	19.9 FT	15.5 FT	15.5 FT	0 FT	**4.4 FT (22.11%) VARIATION**
Min. Rear Yard (South)	22.5 FT	60.7 FT	45.3 FT	(15.4) FT	OK

NOTES:

(1) Based on lot area of 11,939 s.f.

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

(3) Proposed addition would provide an east side yard setback of 9.02 feet, in complaince with the minimum required side yard setback of 7.96 ft.

Ann Hewitt
1184 Tower Road Winnetka, IL 60093

May 26, 2021

Ms. Ann Klaassen
Senior Planner
Village of Winnetka Community Development
510 Green Bay Road
Winnetka, IL 60093

RE: Case No. 21-16-V2 1184 Tower Road
ZBA Hearing June 14, 2021

Dear Ann:

Please find our revised Application for the requested variances for the above referenced property attached. We have included a photo of the east curb cut profile showing the gradients of 7% for the Tower Road crown-to-gutter and 9-10% for the actual curb cut apron, all within about 10 linear feet.

In response to the direction provided by the ZBA during the May 7, 2021 hearing, we have made the following changes:

1. Front Yard Lot Coverage (FYLC): The proposed incremental increase of the FYLC has been reduced substantially, by approximate 138 sq ft, or about 27%.
2. Gross Lot Floor Area (GFA): The proposed incremental increase of GFA has been reduced by approximately 106 sq ft.
3. Front-facing attached garage: The proposed width has been changed from 24.42 feet to 22 feet in compliance with the zoning requirements.
4. Front Yard Setback: The proposed variation of 5 feet has not been changed.
5. Total Side Yard Setback has not been changed. This is a preexisting condition.

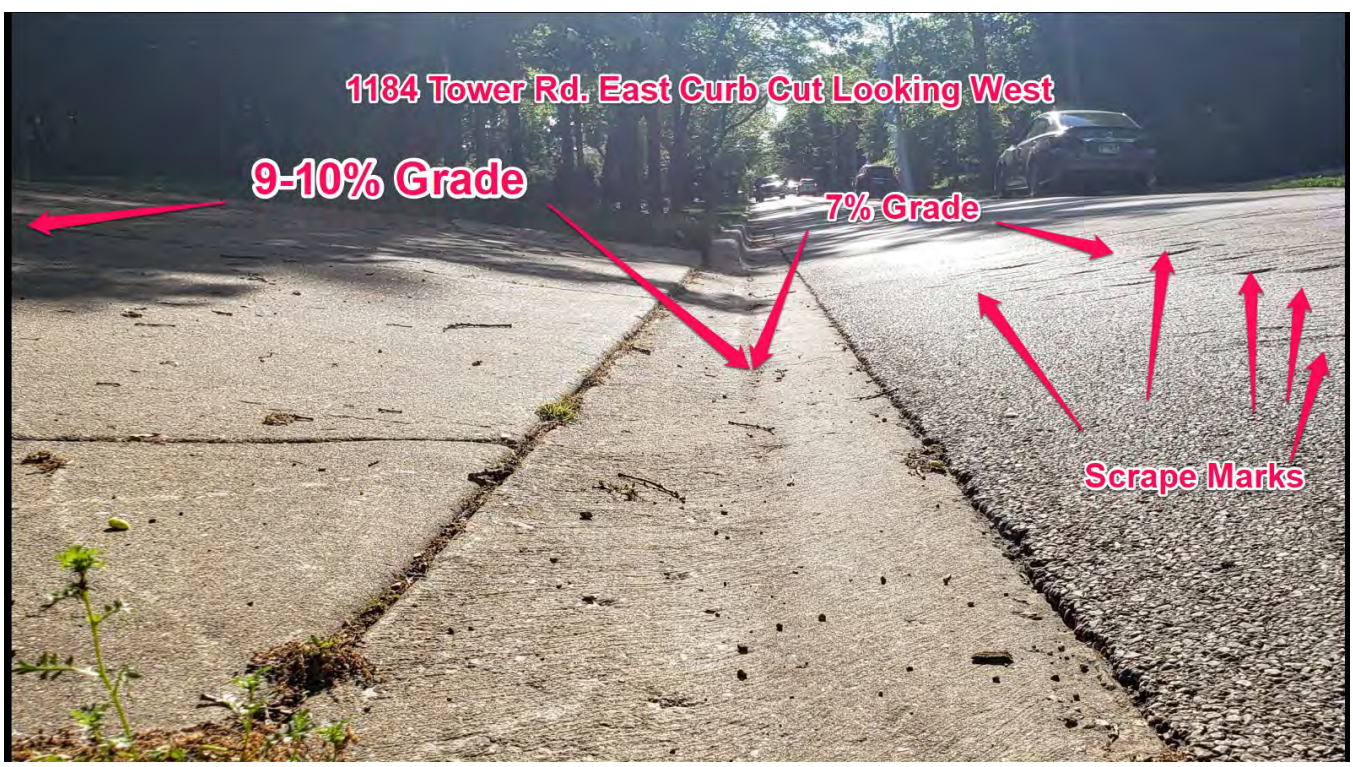
We intend for these changes to address the ZBA concerns expressed at the hearing, and trust they will be seen as a good faith effort to comply in a satisfactory way. We look forward to the next hearing on June 14. Thank you.

Sincerely,

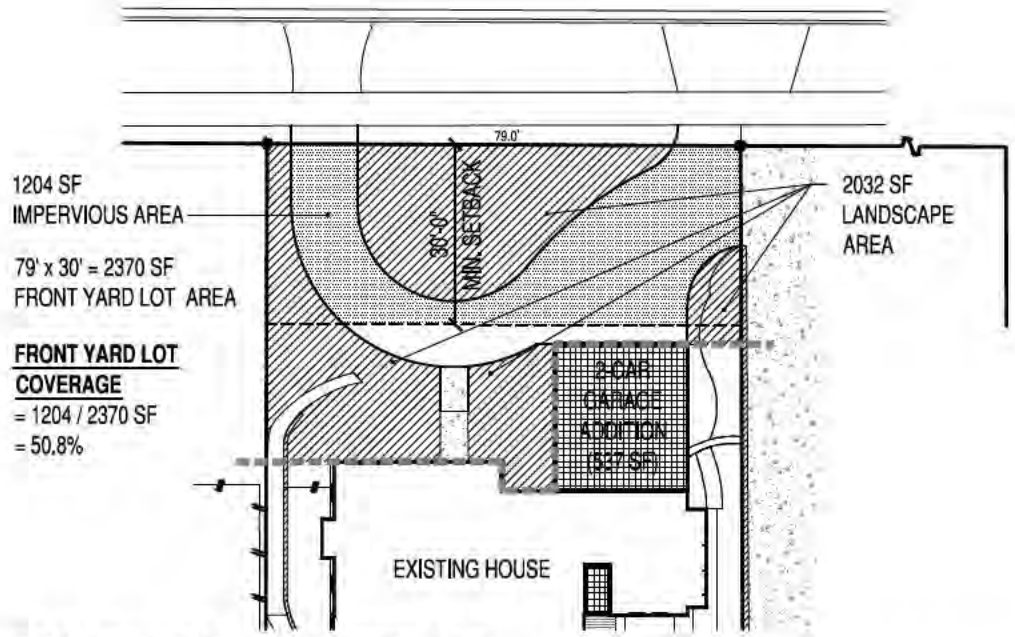
[redacted]

Ann Hewitt

1174 Tower Rd
Exit Street View
Mature arbotvitae
screening front yd
Note angle of car
due to 7% grade
of street crown
Note 10% grade of
crub cut slope
Location of scrape
marks
Google Earth Photo
1184 Tower Rd
Looking West
© 2021 Google
5 ft
Google Earth


1184 Tower Rd. East Curb Cut Looking West
9-10% Grade
7% Grade
Scrape Marks

1184 Tower Rd East Curb Cut Looking West
10% Grade
7% Grade
Scrape Marks



FRONT YARD LOT COVERAGE

1/32"=1'-0"

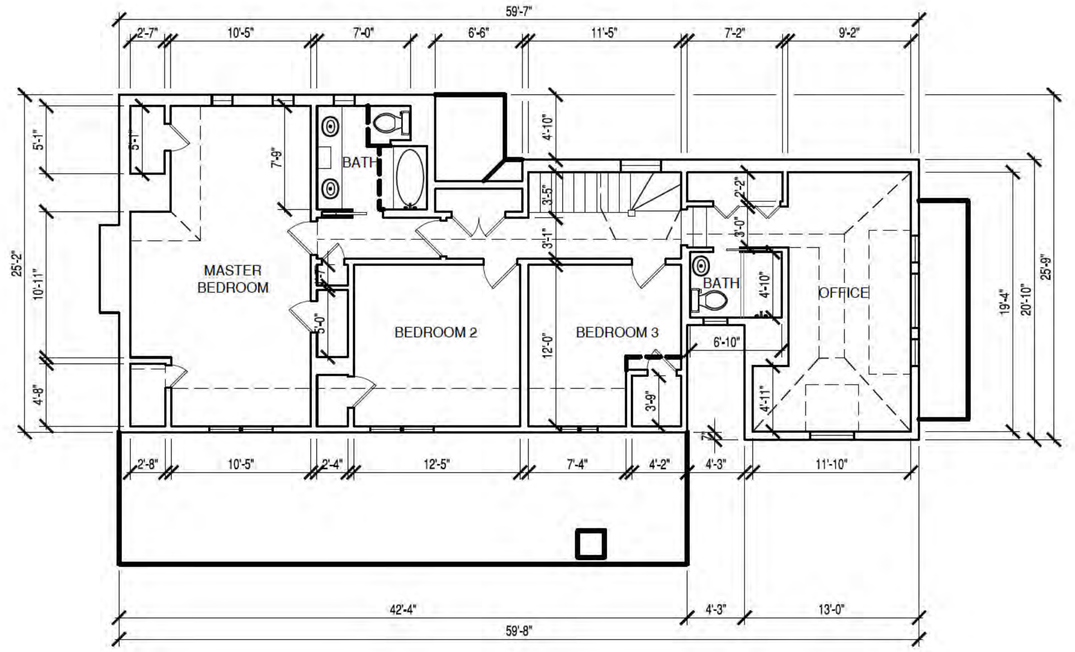
5/23/21

FRONT YARD LOT COVERAGE

HEWITT RESIDENCE

1184 TOWER ROAD WINNETKA, IL

EXH-B

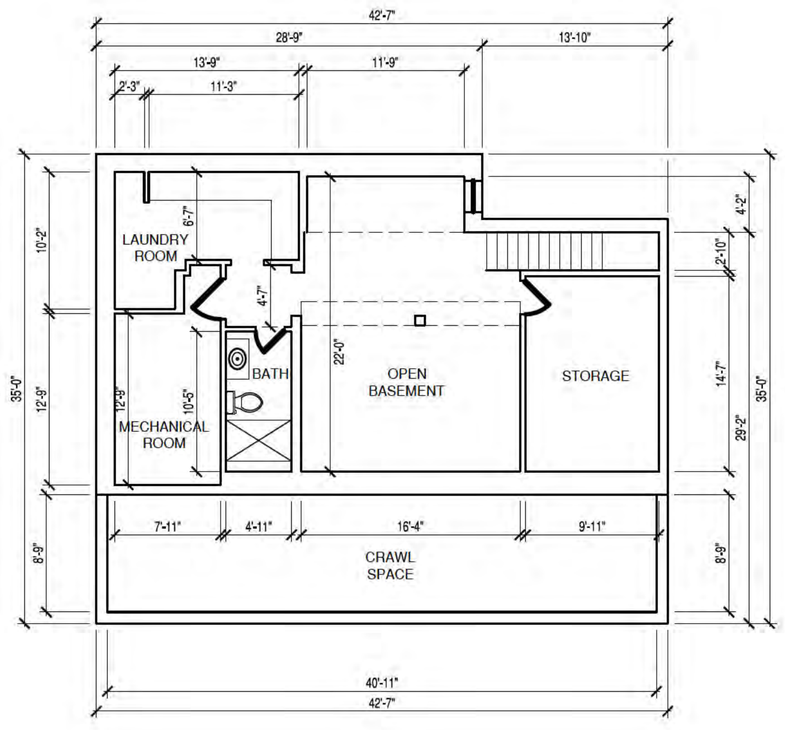


EXISTING 2ND FLOOR PLAN(2)

1/8" = 1'-0"

1

XA-101

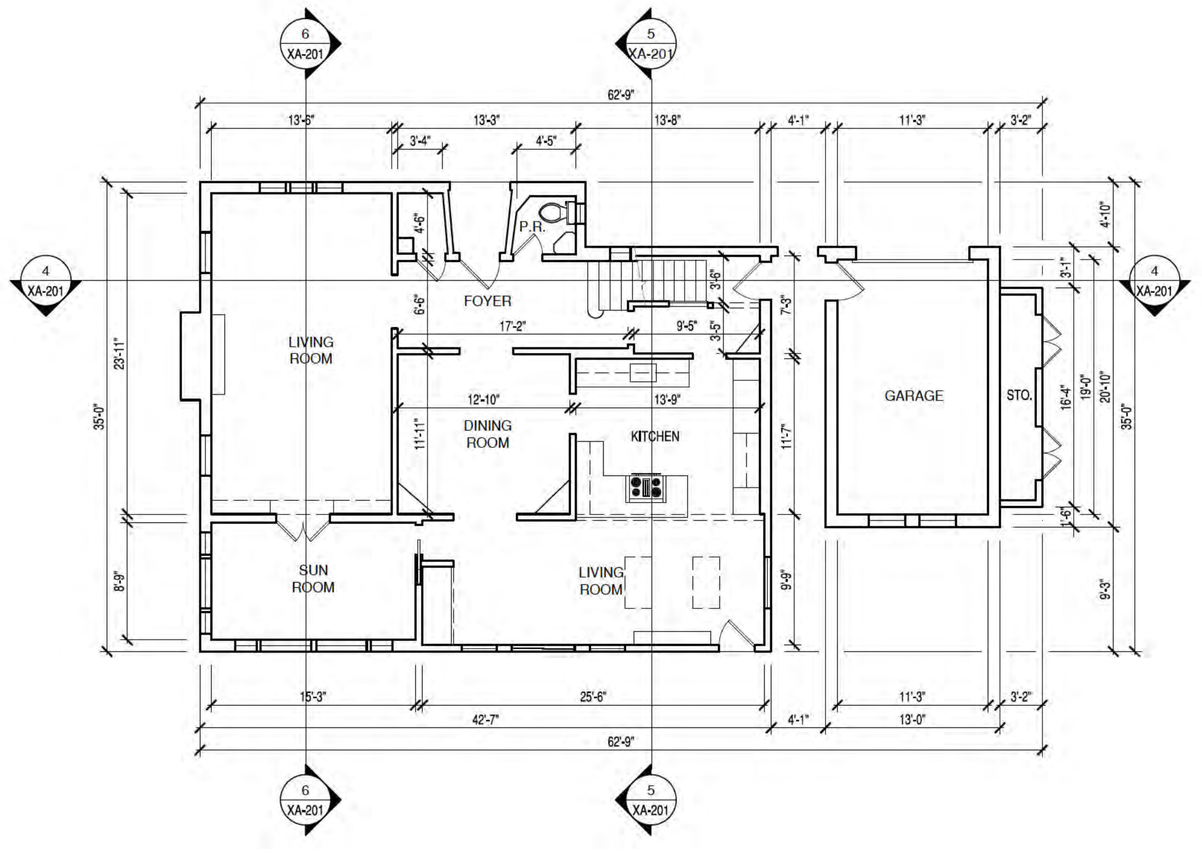


EXISTING BASEMENT FLOOR PLAN

1/8" = 1'-0"

3

XA-101



EXISTING 1ST FLOOR PLAN

1/8" = 1'-0"

2

XA-101

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

DRAWING INDEX

XA-101	EXISTING FLOOR PLANS
XA-201	EXISTING BUILDING ELEVATIONS & SECTIONS
AS-101	SURVEY AND PROPOSED SITE PLAN
A-101	PROPOSED 1ST FLOOR PLAN
A-102	PROPOSED 2ND FLOOR PLAN
A-201	PROPOSED BUILINDG ELEVATIONS
A-202	PROPOSED BUILDING ELEVATIONS

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:

HEWITT RESIDENCE

1184 TOWER ROAD

WINNETKA, IL

SHEET TITLE:

EXISTING FLOOR PLANS

NO.	REVISION	DATE

DATE:

4/21/21

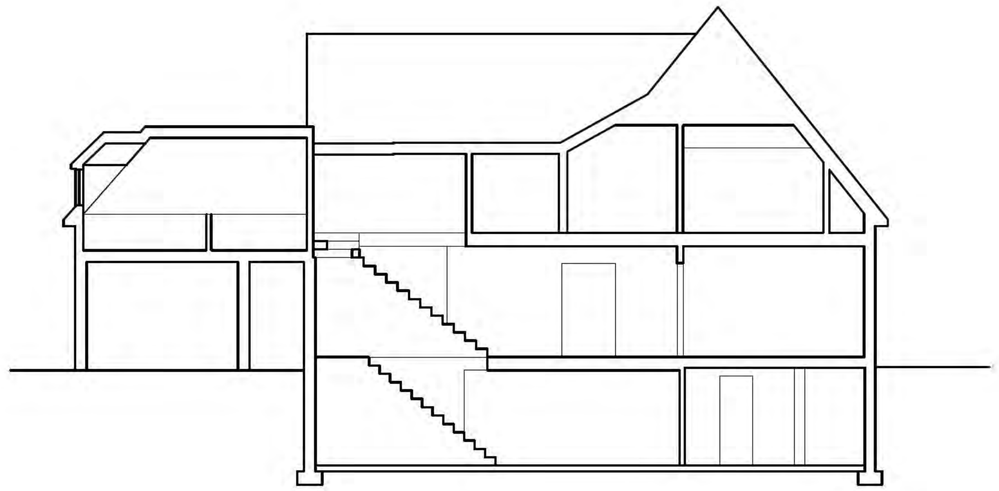
PROJECT NO.

1916

SHEET NO.

XA-101

Agenda Packet 134



EXISTING LONGITUDINAL SECTION 4
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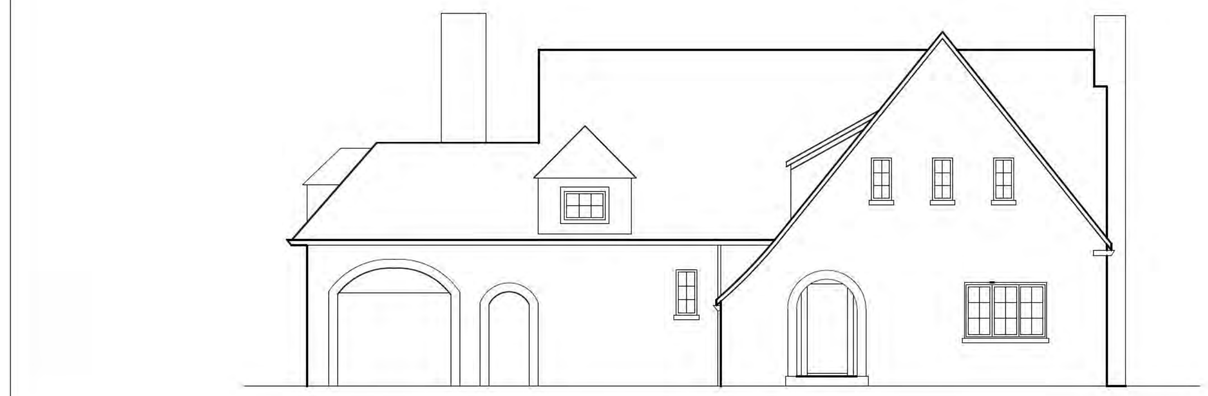

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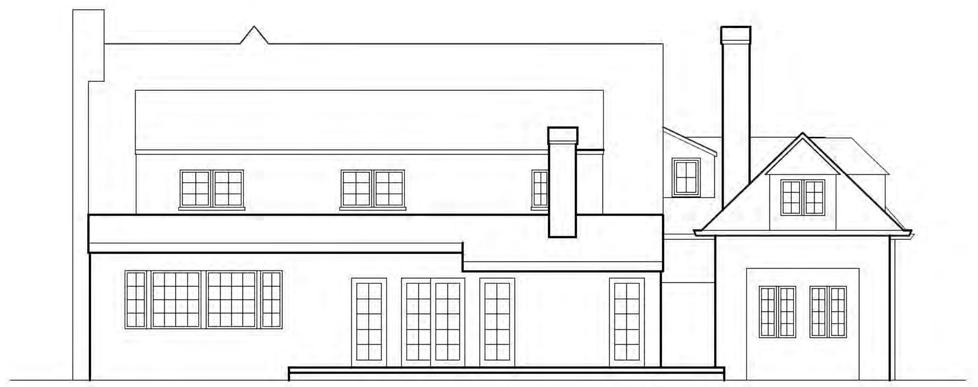

EXISTING SOUTH ELEVATION 2
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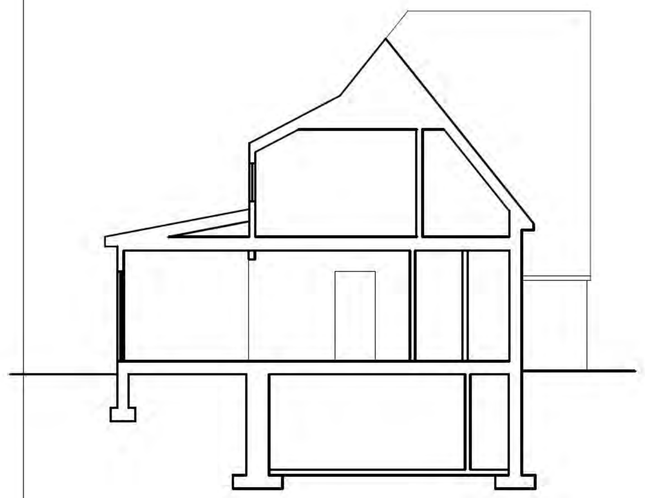

SECTION THRU KITCHEN-BEDROOM 5
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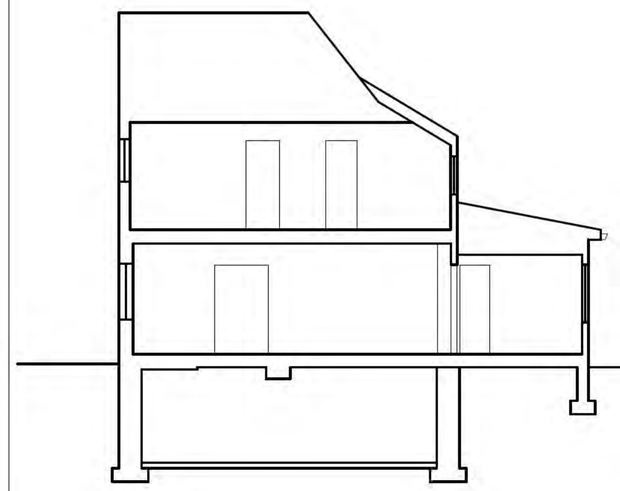

EXISTING WEST ELEVATION 3
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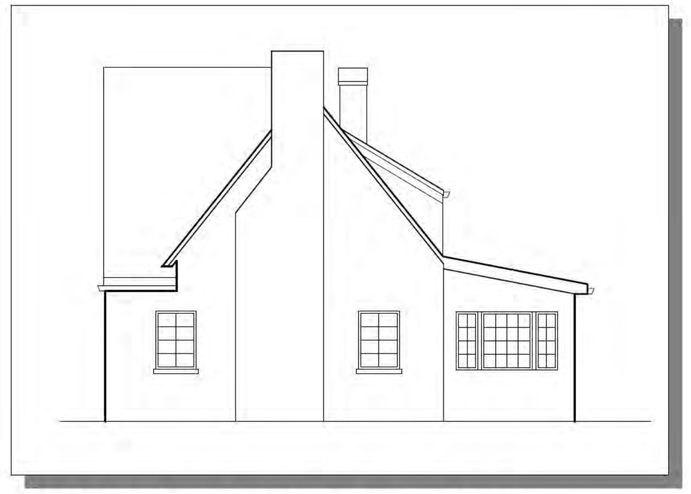


EXISTING WEST ELEVATION 3
1/8" = 1'-0" XA-201

HEWITT RESIDENCE

**ZONING COMPLIANCE DRAWINGS
FOR
THE VILLAGE OF
WINNETKA DEPARTMENT OF COMMUNITY
DEVELOPMENT**

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:
HEWITT RESIDENCE
1184 TOWER ROAD
WINNETKA, IL

SHEET TITLE:

EXISTING BUILDING ELEVATIONS & SECTIONS

NO.	REVISION	DATE

DATE:
4/21/21
PROJECT NO.
1916
SHEET NO.

XA-201

Agenda Packet 135

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

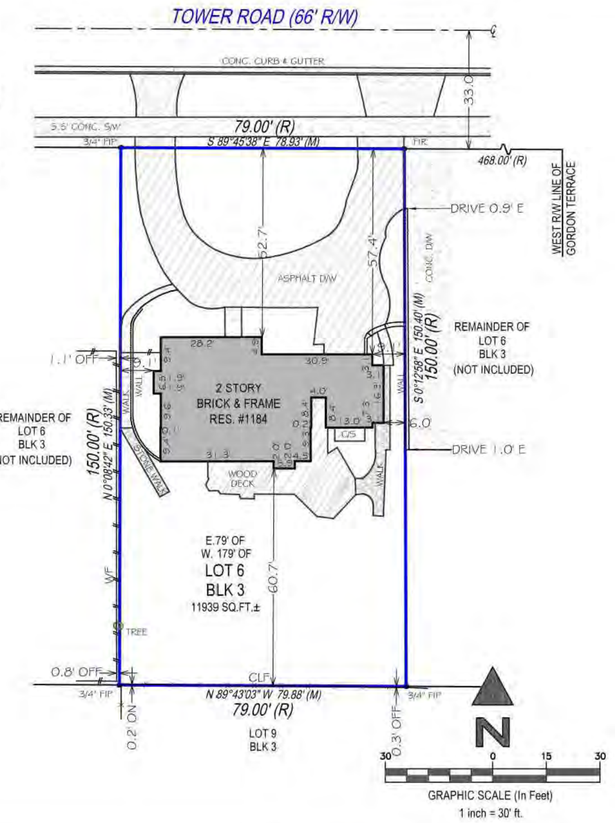
EXACTA Land Surveyors, LLC

www.exactaland.com | office: 773.305.4011

PROPERTY ADDRESS: 1184 TOWER ROAD, WINNETKA, ILLINOIS 60201 **SURVEY NUMBER:** 2103.2454

2103.2454
BOUNDARY SURVEY
COOK COUNTY

THE EAST 79 FEET OF THE WEST 179 FEET OF LOT 6 IN BLOCK 3 IN COUNTRY CLERK'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



STATE OF ILLINOIS } SS
COUNTY OF GRUNDY }

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.

KENNETH A. KENNEDY 035-003403 PROFESSIONAL LAND SURVEYOR MORRIS, IL STATE OF ILLINOIS

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3403
LICENSE EXPIRES 11/30/2022
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008

POINTS OF INTEREST:
NONE VISIBLE

EXACTA Land Surveyors, LLC
Exacta Land Surveyors, LLC
PELH 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

SurveySTARS

DATE OF SURVEY: 03/29/21
FIELD WORK DATE: 3/12/2021
REVISION DATE(S): (REV.2 3/30/2021) (REV.2 3/16/2021) (REV.1 3/15/2021)

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

PROPERTY ADDRESS: 1184 TOWER ROAD, WINNETKA, ILLINOIS 60201 **SURVEY NUMBER:** 2103.2454

JOB SPECIFIC SURVEYOR NOTES:

LEGAL DESCRIPTION:
THE EAST 79 FEET OF THE WEST 179 FEET OF LOT 6 IN BLOCK 3 IN COUNTRY CLERK'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

GENERAL SURVEYOR NOTES:

1. The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.
3. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.
4. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.
5. Alterations to this survey map and report by other than the signing surveyor are prohibited.
6. Dimensions are in feet and decimals thereof.
7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.
8. Unless otherwise noted "SET" indicates a set iron rebar, 5/8 inch in diameter and eighteen inches long.
9. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.
10. Points of Interest (POI's) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI's, or which are otherwise unknown to the surveyor.
11. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
12. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.
13. Due to varying construction standards, house dimensions are approximate and are not intended to be used for new construction or planning.
14. Surveyor bearings are used for angular reference and are used to show angular relationships of lines only and are not related or orientated to true or magnetic north. Bearings are shown as surveyor bearings; and when shown as matching those on the subdivision plats on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plats. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VII, Sub-Chapter B, Part 1270, Section 1270.56, Paragraph B, Sub-Paragraph 4, Item k.
15. THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE PHONE NUMBER SHOWN HEREON.

SURVEYOR'S LEGEND

LINETYPES
- Boundary Line
- Center Line
- Chain Link or Wire Fence
- Easement
- Edge of Water
- Iron Fence
- OHL Overhead Lines
- Structure
- Survey Tie Line
- Vinyl Fence
- Wall or Party Wall
- Wood Fence

SURFACE TYPES
- Asphalt
- Brick or Tile
- Concrete
- Covered Area
- Water
- Wood

SYMBOLS
- Benchmark
- Center Line
- Central Angle or Delta
- Common Ownership
- Control Point
- Catch Basin
- Elevation
- Fire Hydrant
- Find or Set Monument
- Guywire or Anchor
- Manhole
- Tree
- Utility or Light Pole
- Well

ABBREVIATIONS

(C) - Calculated
(D) - Deed
(F) - Field
(M) - Measured
(P) - Plat
(S) - Survey
A/C - Air Conditioning
AE - Access Easement
ANE - Anchor Easement
ASBL - Accessory Setback Line
B/W - Bay/Box Window
BC - Block Corner
BFP - Backflow Preventer
BLDG - Building
BLK - Block
BM - Benchmark
BR - Bearing Reference
BRL - Building Restriction Line
BSMT - Basement
C - Curve
C/L - Center Line
C/P - Covered Porch
C/S - Concrete Slab
CATV - Cable TV Riser
CB - Concrete Block
CH - Chord Bearing
CHIM - Chimney
CLF - Chain Link Fence
CME - Canal Maintenance Easement
CO - Clean Out
CONC - Concrete
COR - Corner
CS/W - Concrete Sidewalk
CUE - Control Utility Easement
CVG - Concrete Valley Gutter
D/W - Driveway
DE - Drainage Easement
DF - Drain Field
DH - Drill Hole
DUE - Drainage & Utility Easement
ELEV - Elevation
EM - Electric Meter
ENCL - Enclosure
ENT - Entrance
EOP - Edge of Pavement
EOW - Edge of Water
ESMT - Easement
EUB - Electric Utility Box
F/DH - Found Drill Hole
FCM - Found Concrete Monument
FF - Finished Floor
FIP - Found Iron Pipe
FIPC - Found Iron Pipe & Cap
FIR - Found Iron Rod
FIRC - Found Iron Rod & Cap
FN - Found Nail
FN&D - Found Nail & Disc
FRRSPK - Found Rail Road Spike
GAR - Garage
GM - Gas Meter
ID - Identification
IE/RE - Ingress/Egress Easement
ILL - Illegible
INST - Instrument
INT - Intersection
IRRE - Irrigation Easement
L - Length
LAE - Limited Access Easement
LB# - License No. (Business)
LBE - Limited Buffer Easement
LE - Landscape Easement
LME - Lake/Landscape Maintenance Easement
LS# - License No. (Surveyor)
M& - Map Book
ME - Maintenance Easement
MES - Mitered End Section
MF - Metal Fence
MH - Manhole
NR - Non-Radial
NTS - Not to Scale
NAVD88 - North American Vertical Datum 1988
NGVD29 - National Geodetic Vertical Datum 1929
OG - On Ground
ORB - Official Records Book
ORV - Official Record Volume
O/A - Overall
O/S - Offset
OFF - Outside Subject Property
OH - Overhang
OHL - Overhead Utility Lines
ON - Inside Subject Property
P/E - Pool Equipment
PB - Plat Book
PC - Point of Curvature
PCC - Point of Compound Curvature
PCP - Permanent Control Point
PI - Point of Intersection
PLS - Professional Land Surveyor
PLT - Planter
POB - Point of Beginning
POC - Point of Commencement
PRC - Point of Reverse Curvature
PRM - Permanent Reference Monument
PSM - Professional Surveyor & Mapper
PT - Point of Tangency
PUE - Public Utility Easement
R - Radius or Radial
R/W - Right of Way
RES - Residential
RGE - Range
ROE - Roof Overhang Easement
RP - Radius Point
S/W - Sidewalk
SBL - Setback Line
SCL - Survey Closure Line
SCR - Screen
SEC - Section
SEP - Septic Tank
SEW - Sewer
SIRC - Set Iron Rod & Cap
SMWE - Storm Water Management Easement
SN&D - Set Nail and Disc
SQFT - Square Feet
STL - Survey Tie Line
STY - Story
SV - Sewer Valve
SWE - Sidewalk Easement
TBM - Temporary Bench Mark
TEL - Telephone Facilities
TOB - Top of Bank
TUE - Technological Utility Easement
TWP - Township
TX - Transformer
TYP - Typical
UE - Utility Easement
UG - Underground
UP - Utility Pole
UR - Utility Riser
VF - Vinyl Fence
W/C - Witness Corner
W/F - Water Filter
WF - Wood Fence
WM - Water Meter/Valve Box
WV - Water valve

CERTIFIED TO:
ANN E. HEWITT

FLOOD ZONE INFORMATION:

DATE OF SURVEY: 03/29/21
BUYER: ANN E. HEWITT
LENDER:
TITLE COMPANY:
TITLE COMMITMENT:
CLIENT FILE NO:

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY
PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES

EXACTA Land Surveyors, LLC
Exacta Land Surveyors, LLC
PELH 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

SEE 1/AS-102

1

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:
HEWITT RESIDENCE
1184 TOWER ROAD
WINNETKA, IL

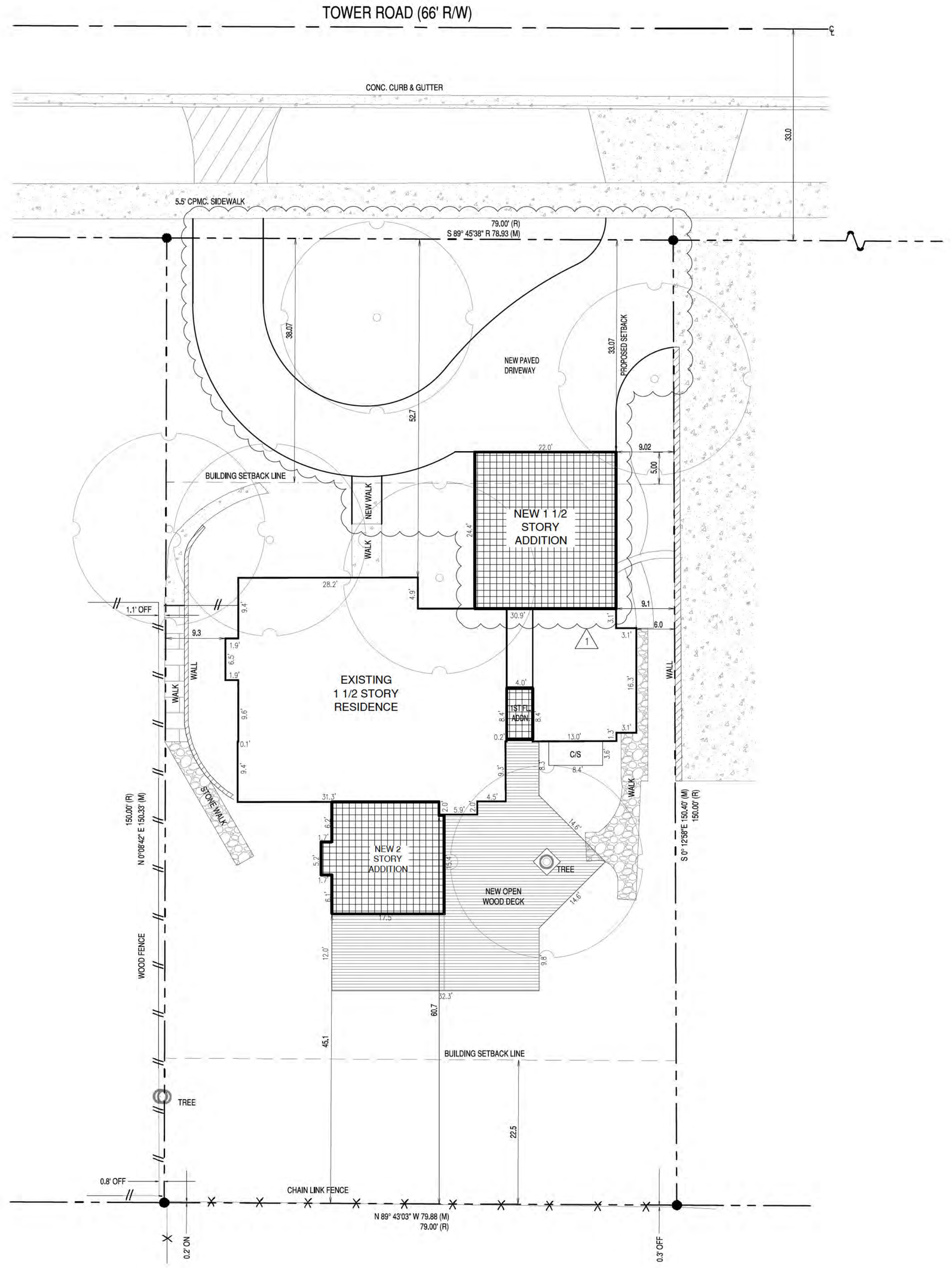
SHEET TITLE:

PROPOSED SITE PLAN & SURVEY

NO.	REVISION	DATE
1	GEN. REVISION	5/23/21

DATE:
4/21/21
PROJECT NO.
1916
SHEET NO.
AS-101

Agenda Packet 136



ENLARGED PROPOSED SITE PLAN

1" = 10'

0 5 10 20

1
AS-102

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:

HEWITT RESIDENCE

1184 TOWER ROAD

WINNETKA, IL

SHEET TITLE:

ENLARGED PROPOSED SITE PLAN

NO.	REVISION	DATE
1	GEN. REVISION	5/23/21

DATE:

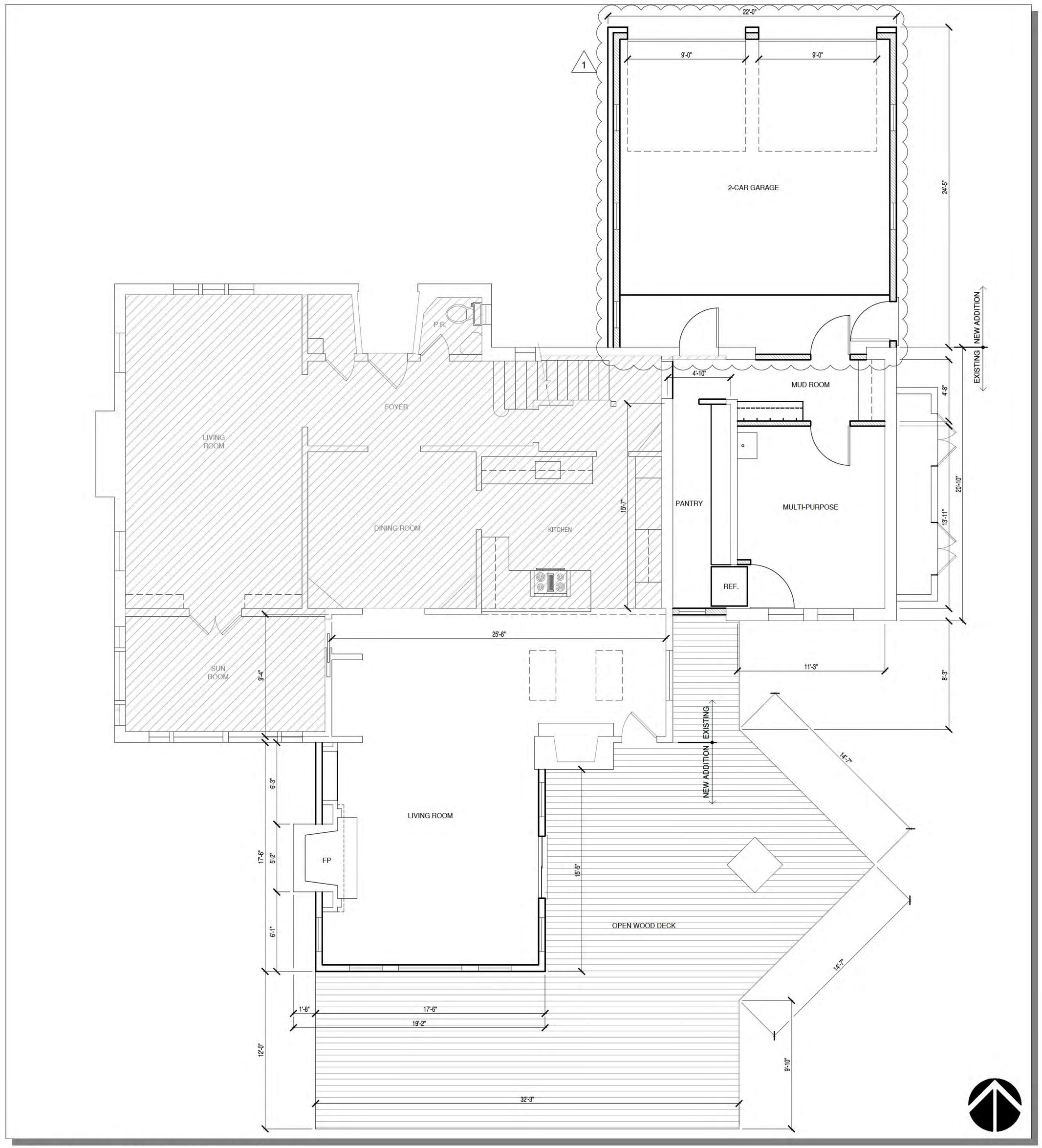
4/30/21

PROJECT NO.

1916

SHEET NO.

AS-102



PROPOSED 1ST FLOOR PLAN 1

1/4" = 1'-0" A-101

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:

HEWITT RESIDENCE

1184 TOWER ROAD

WINNETKA, IL

SHEET TITLE:

PROPOSED 1ST FLOOR PLAN

NO.	REVISION	DATE
1	GEN. REVISION	5/23/21

DATE:

4/21/21

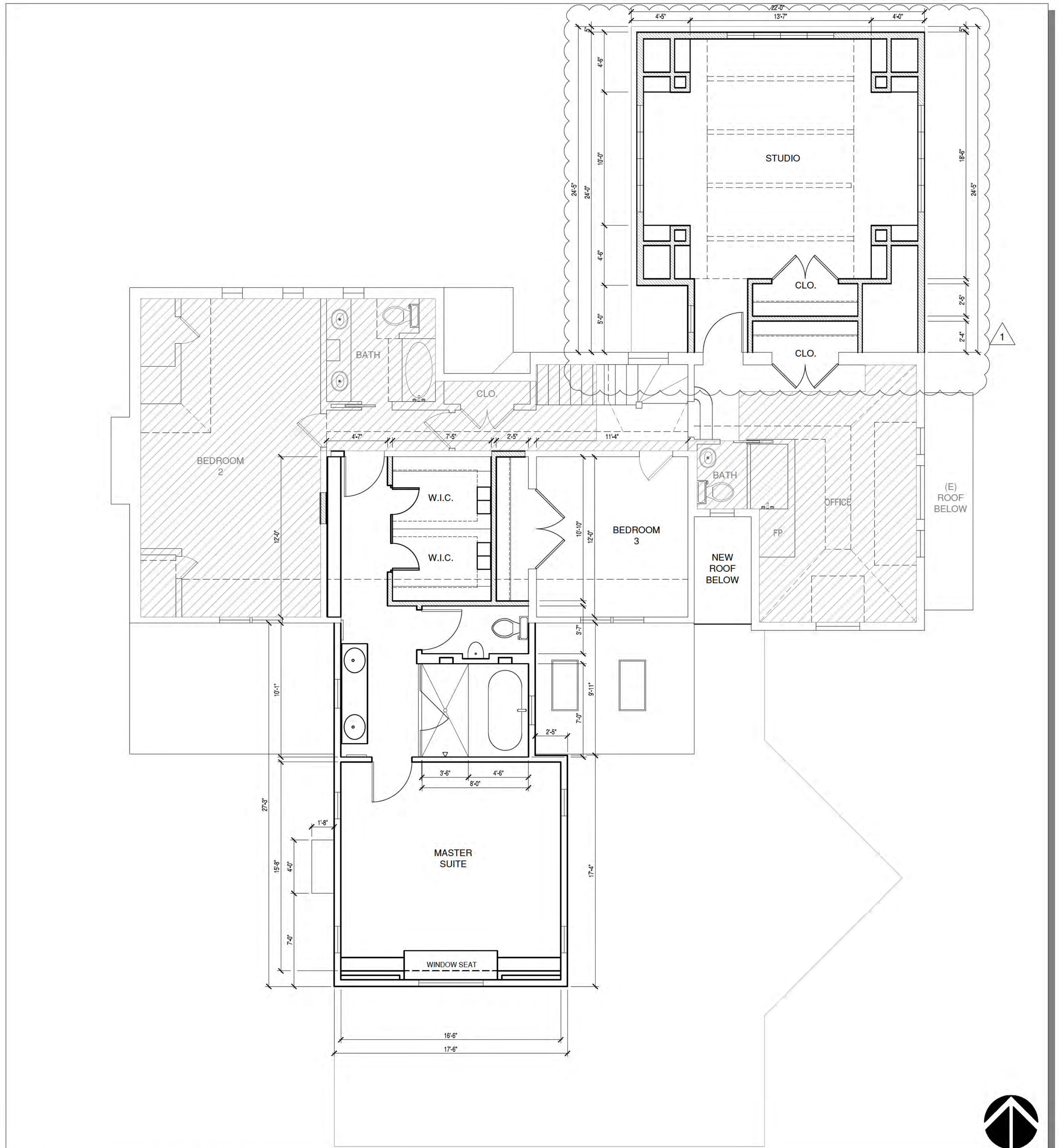
PROJECT NO.

1916

SHEET NO.

A-101

Agenda Packet 138



PROPOSED 2ND FLOOR PLAN

1/4" = 1'-0"

1
A-102

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

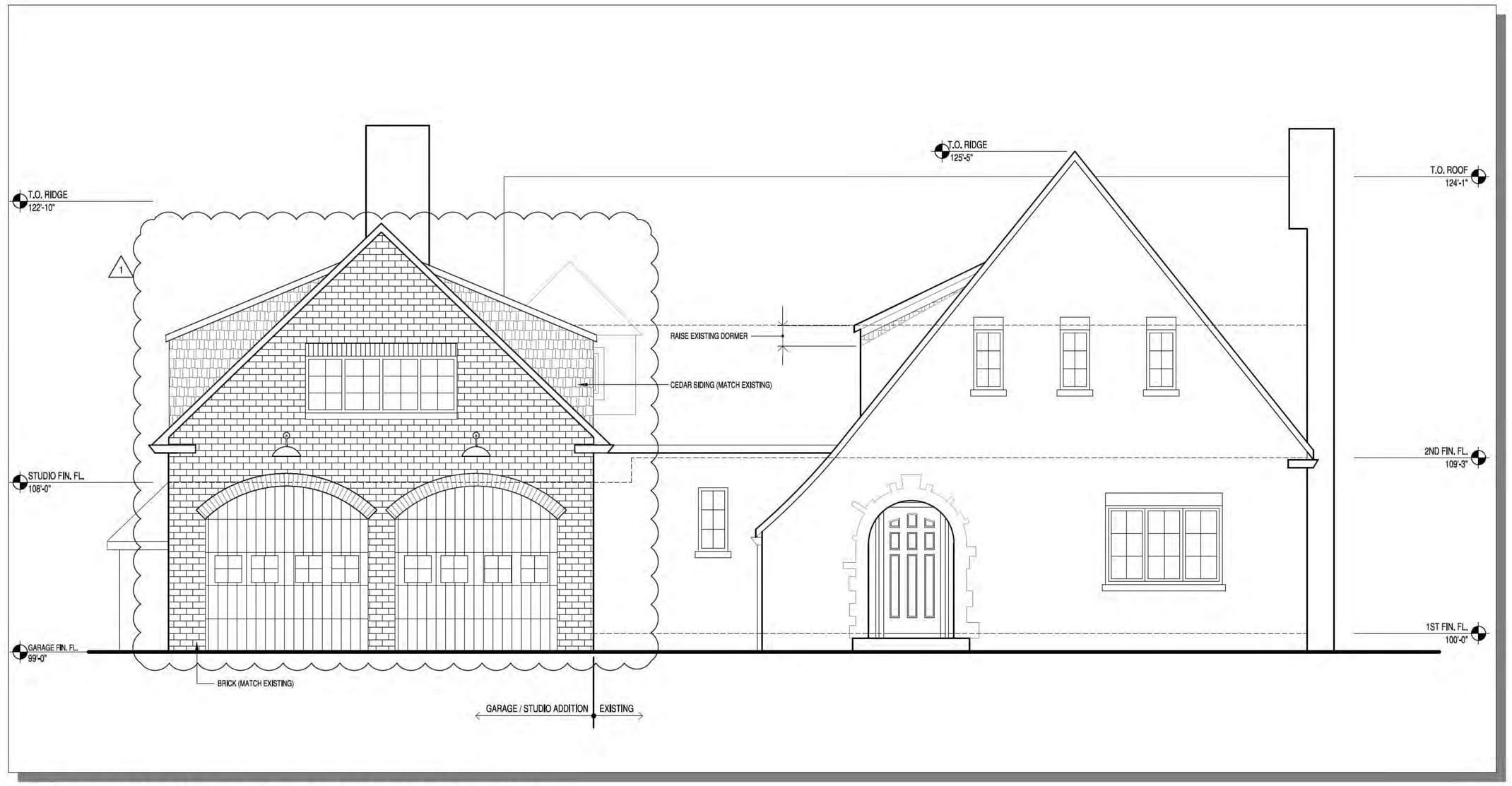
PROJECT:
HEWITT RESIDENCE
1184 TOWER ROAD
WINNETKA, IL

SHEET TITLE:
PROPOSED 2ND FLOOR PLAN

NO.	REVISION	DATE
1	GEN. REVISION	5/23/21

DATE:
4/21/21
PROJECT NO.
1916
SHEET NO.
A-102

Agenda Packet 139



PROPOSED NORTH (FRONT) ELEVATION

1/4" = 1'-0"

1
A-201

PROPOSED SOUTH (REAR) ELEVATION

1/4" = 1'-0"

2
A-201

Agenda Packet 140

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS
FOR
THE VILLAGE OF
WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

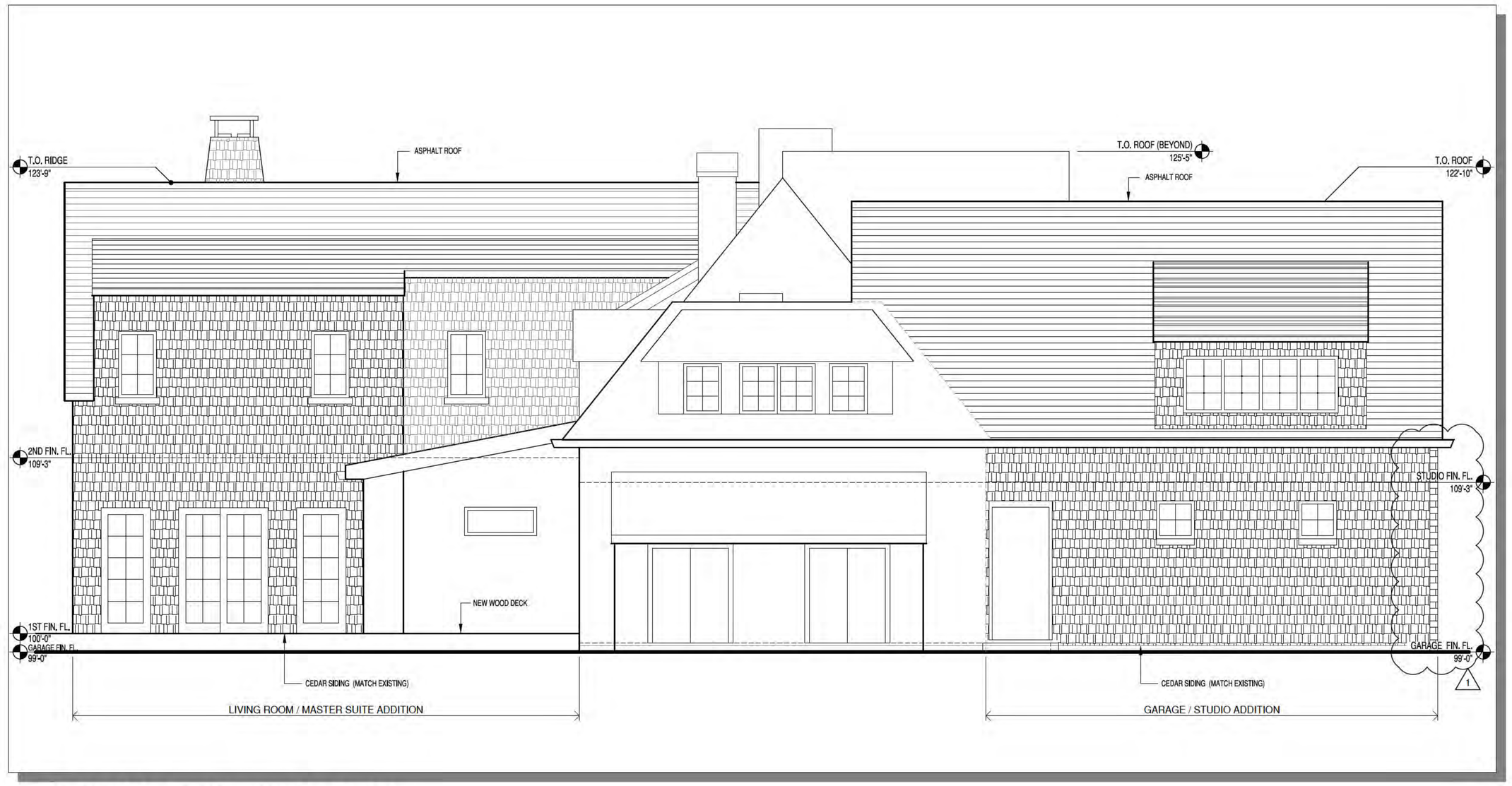
PROJECT:
HEWITT RESIDENCE
1184 TOWER ROAD
WINNETKA, IL

SHEET TITLE:

PROPOSED BUILDING ELEVATIONS

NO.	REVISION	DATE
1	GEN. REVISION	5/23/21

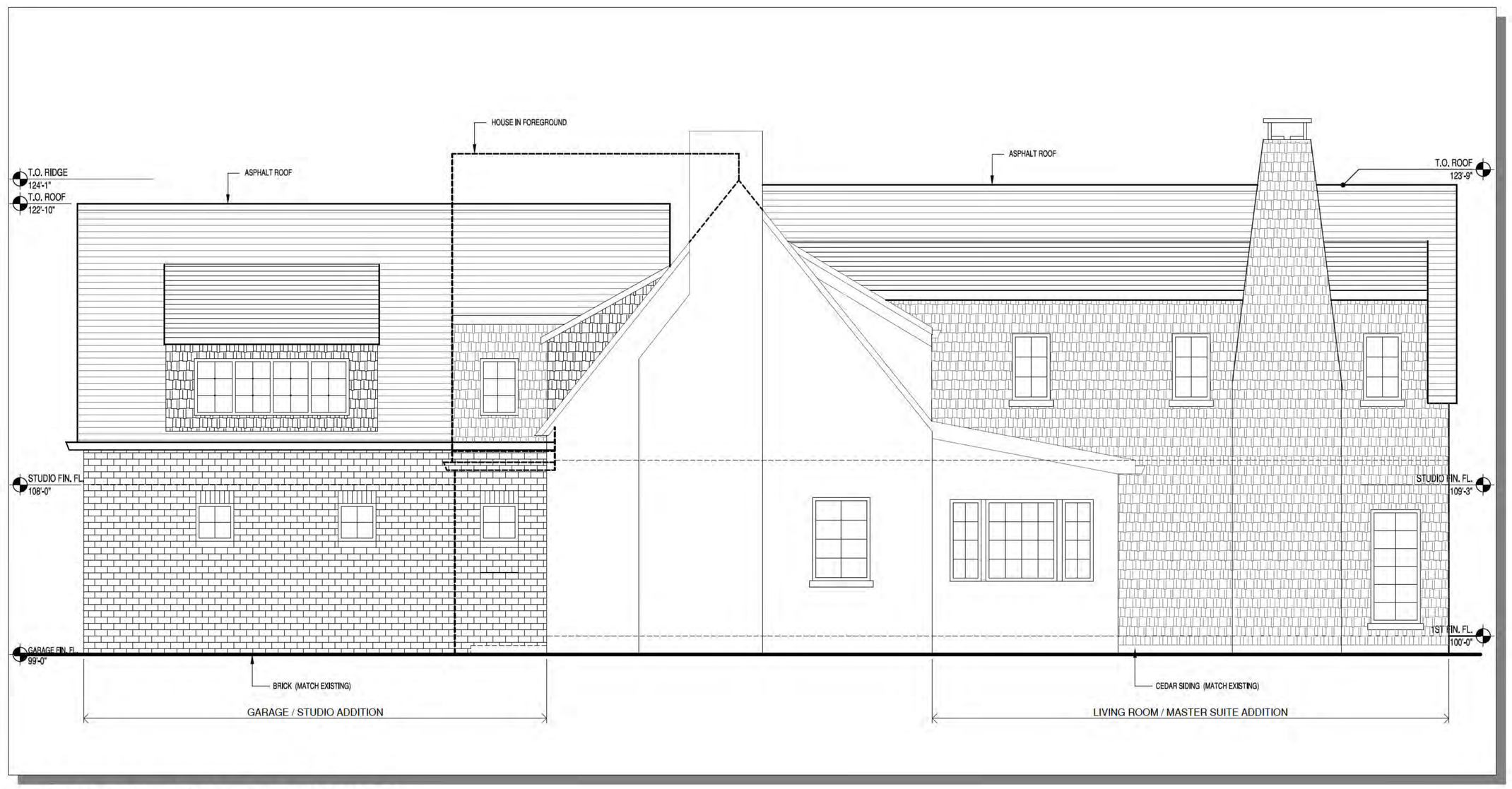
DATE:
4/21/21
PROJECT NO.
1916
SHEET NO.
A-201



PROPOSED EAST ELEVATION

1/4" = 1'-0"

1
A-202



PROPOSED WEST ELEVATION

1/4" = 1'-0"

2
A-202

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:

HEWITT RESIDENCE

1184 TOWER ROAD

WINNETKA, IL

SHEET TITLE:

PROPOSED BUILDING ELEVATIONS

NO.	REVISION	DATE
1	GEN. REVISION	5/23/21

DATE:

4/21/21

PROJECT NO.

1916

SHEET NO.

A-202

Agenda Packet 141

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS

FROM: ANN KLAASSEN, SENIOR PLANNER

DATE: MAY 4, 2021

SUBJECT: 1184 TOWER ROAD – VARIATIONS (CASE NO. 21-16-V2)

INTRODUCTION

On May 10, 2021, the Zoning Board of Appeals is scheduled to hold a virtual public hearing, in accordance with social distancing requirements and Governor Pritzker's Executive Orders and Senate Bill 2135, on an application submitted by Ann Hewitt (the "Applicant") as the owner of the property located at 1184 Tower Road (the "Subject Property"). The Applicant requests approval of the following zoning variations to allow construction of additions to the existing residence on the Subject Property:

1. Front Yard Lot Coverage (FYLC) of 1,341.56 square feet, whereas a maximum of 711 square feet is permitted, a variation of 630.56 square feet (88.69%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 825 square feet of FYLC. The proposed improvements would add 516.56 square feet of FYLC];
2. Gross Floor Area (GFA) of 4,524.22 square feet, whereas a maximum of 4,202.8 square feet is permitted, a variation of 321.42 square feet (7.65%) [Section 17.30.040 – Maximum Building Size];
3. Front Yard Setback of 33.07 feet, whereas a minimum of 38.07 feet is required, a variation of 5 feet (13.13%) [Section 17.30.050 – Front and Corner Yard Setbacks];
4. Total Side Yard Setback of 15.5 feet, whereas a minimum of 19.9 feet is required, a variation of 4.4 feet (22.11%) [Section 17.30.060 – Side Yard Setback] [Note: The residence currently provides a total side yard setback of 19.9 feet.];
5. Front-facing attached garage width of 24.42 feet, whereas a maximum of 22 feet is permitted, a variation of 2.42 feet (11%) [Section 17.30.110 – Garages].

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 April 22, 2021. As of the date of this memo, staff has received one written comment from the public regarding this application. The comment is provided in Attachment D of this report.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant a variation to exceed the permitted lot coverage by more than 20%.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.27 acres in size, is located on the south side of Tower Road, between Gordon Terrace and Auburn Road, and contains an existing two-story residence (see

Figure 1). The property is zoned R-4 Single Family Residential, and it is bordered by R-4 Single Family Residential to the east, west, and south, and R-3 Single Family Residence to the north (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.

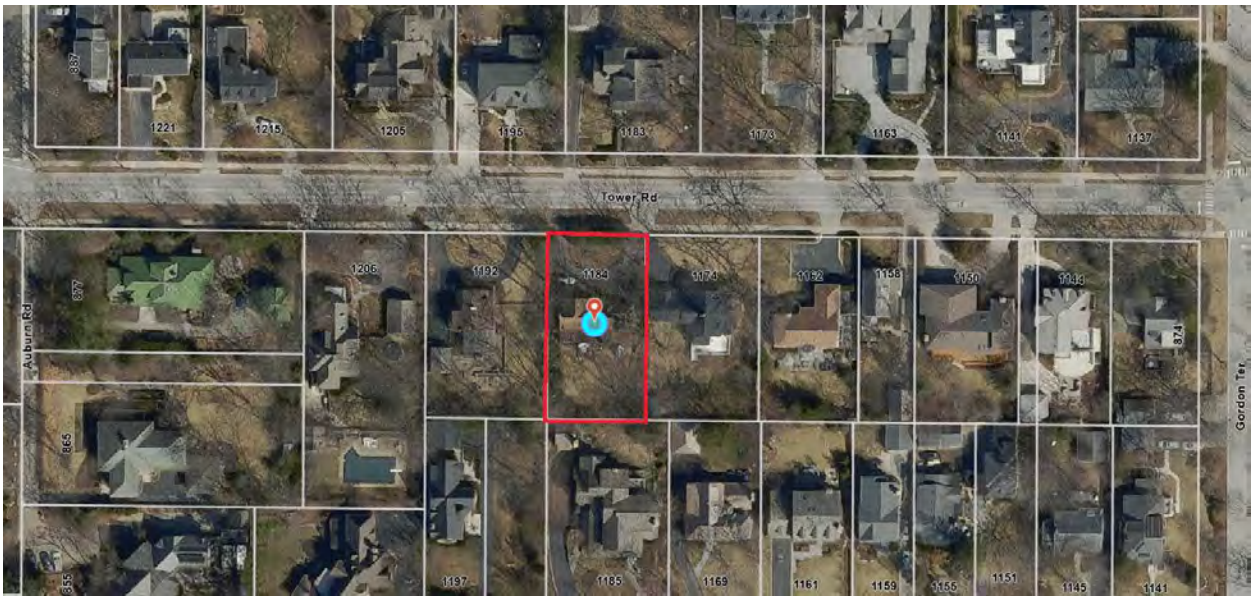


Figure 1 – Aerial Map

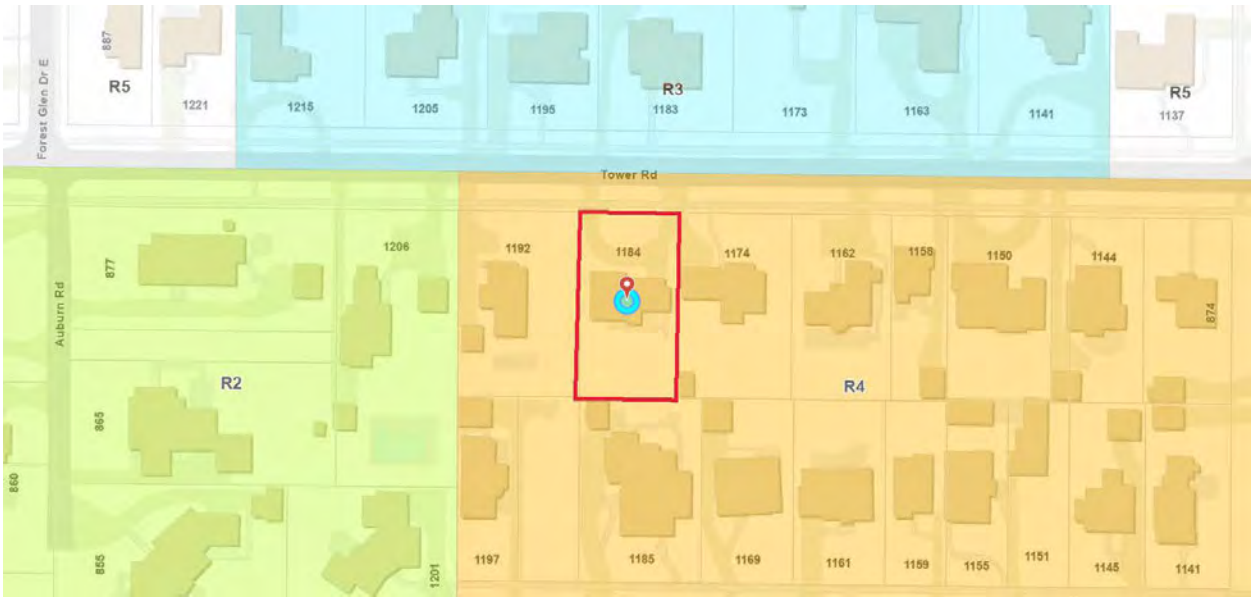


Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The residence and garage were constructed in 1925. The following subsequent building permits were issued in:

1. 1977 to construct a room addition on the existing garage;
2. 1981 to construct an addition to the residence;
3. February 1985 to construct an attached frame shed on the east side of the residence;

4. September 1985 to construct an addition and remodel the kitchen;
5. 2011 to remodel the first floor and the basement.

Other minor permits were issued over the last several years. The Applicant acquired the property in 2000. There are no previous zoning cases on file for the Subject Property.

Figure 3 below is a current photo of the site.

Figure 3 – Subject Property (Front Elevation)

PROPOSED PLAN

The variations are being requested in order to construct an addition in front of the existing one-car garage as well as on the rear of the residence. The existing garage would be converted into a mudroom and a multi-purpose room. The increase in GFA is 1,909.05 square feet. The proposed additions are described as follows:

First Floor:

- Two-car attached garage measuring 24.42 feet by 24.42 feet (596 square feet);
- Pantry, which is an infill addition between the existing garage and the kitchen, measuring 8.5 feet by 4 feet (34 square feet); and
- Living room measuring 17.5 feet by 17.5 feet (306 square feet).

Second Floor:

- Studio measuring 495 square feet above the garage addition;
- Master bedroom measuring 17.5 feet by 17.33 feet (303 square feet); and
- Master bathroom measuring 15 feet by 11.6 feet (174 square feet).

Excerpts of the proposed site plan, floor plans, and front building elevation are provided below and on the following pages as Figures 4 through 7. The complete set of plans are provided in the application materials (Attachment C).

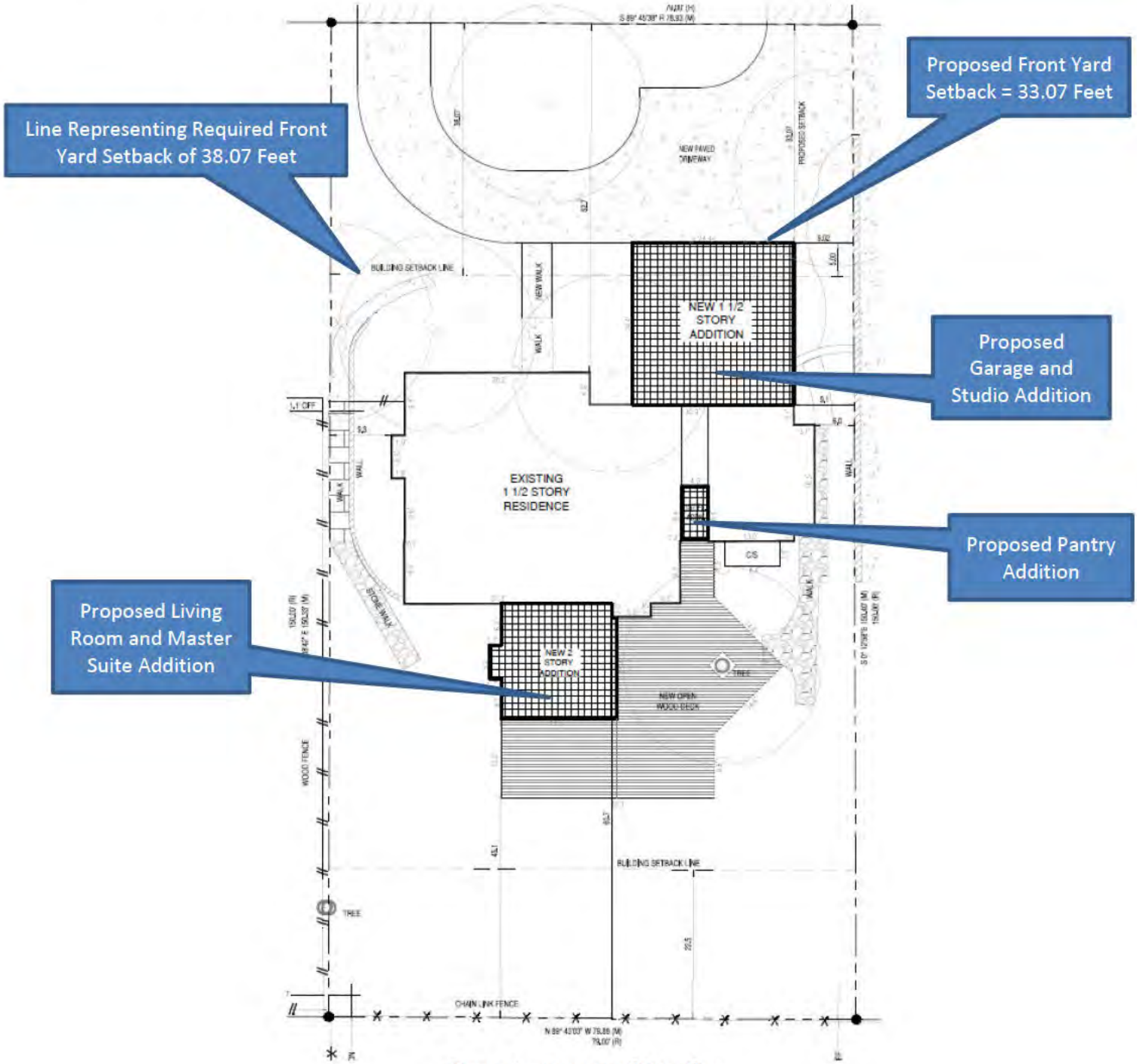


Figure 4 – Excerpt of Site Plan

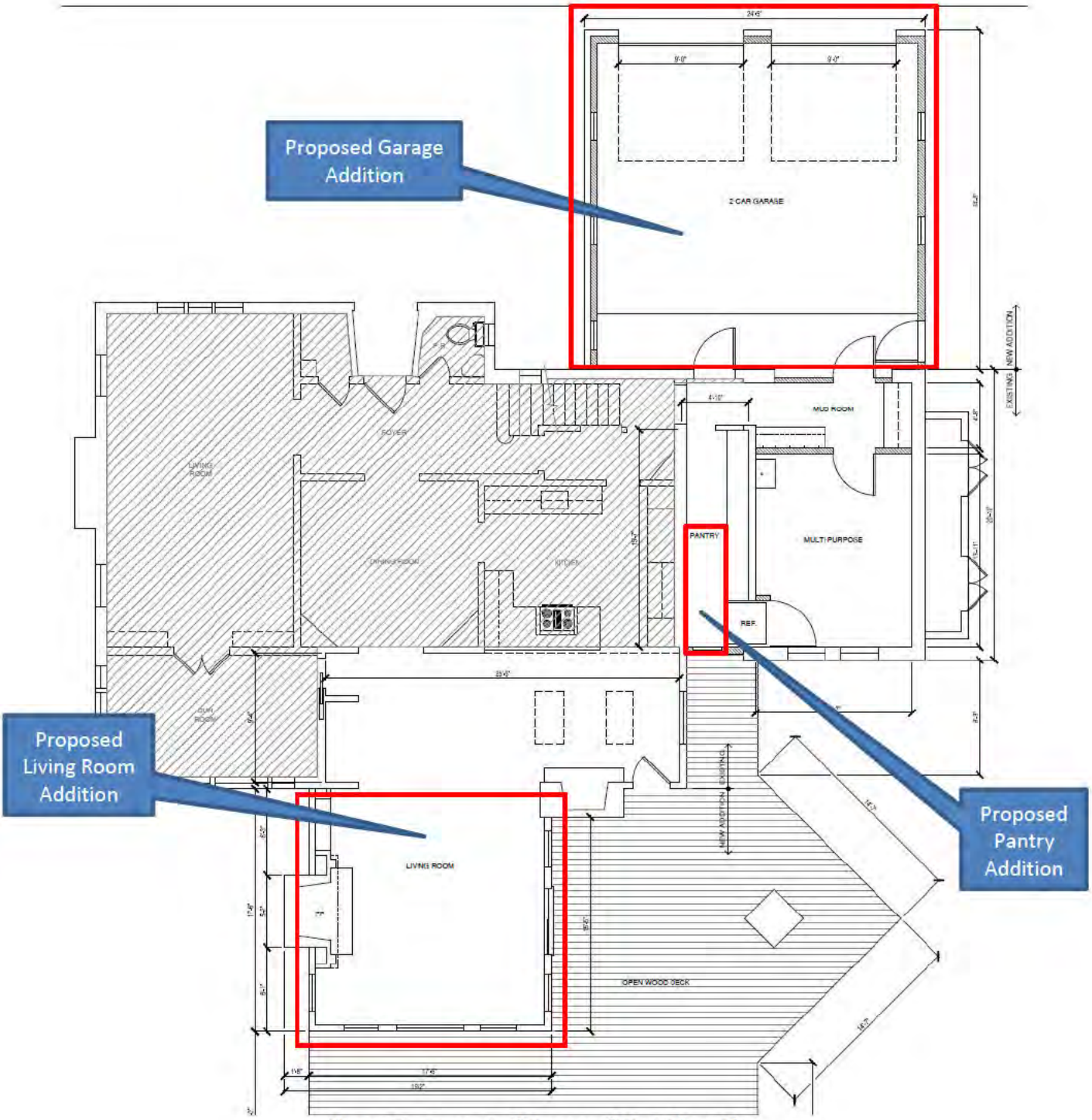


Figure 5 – Excerpt of Proposed First Floor Plan

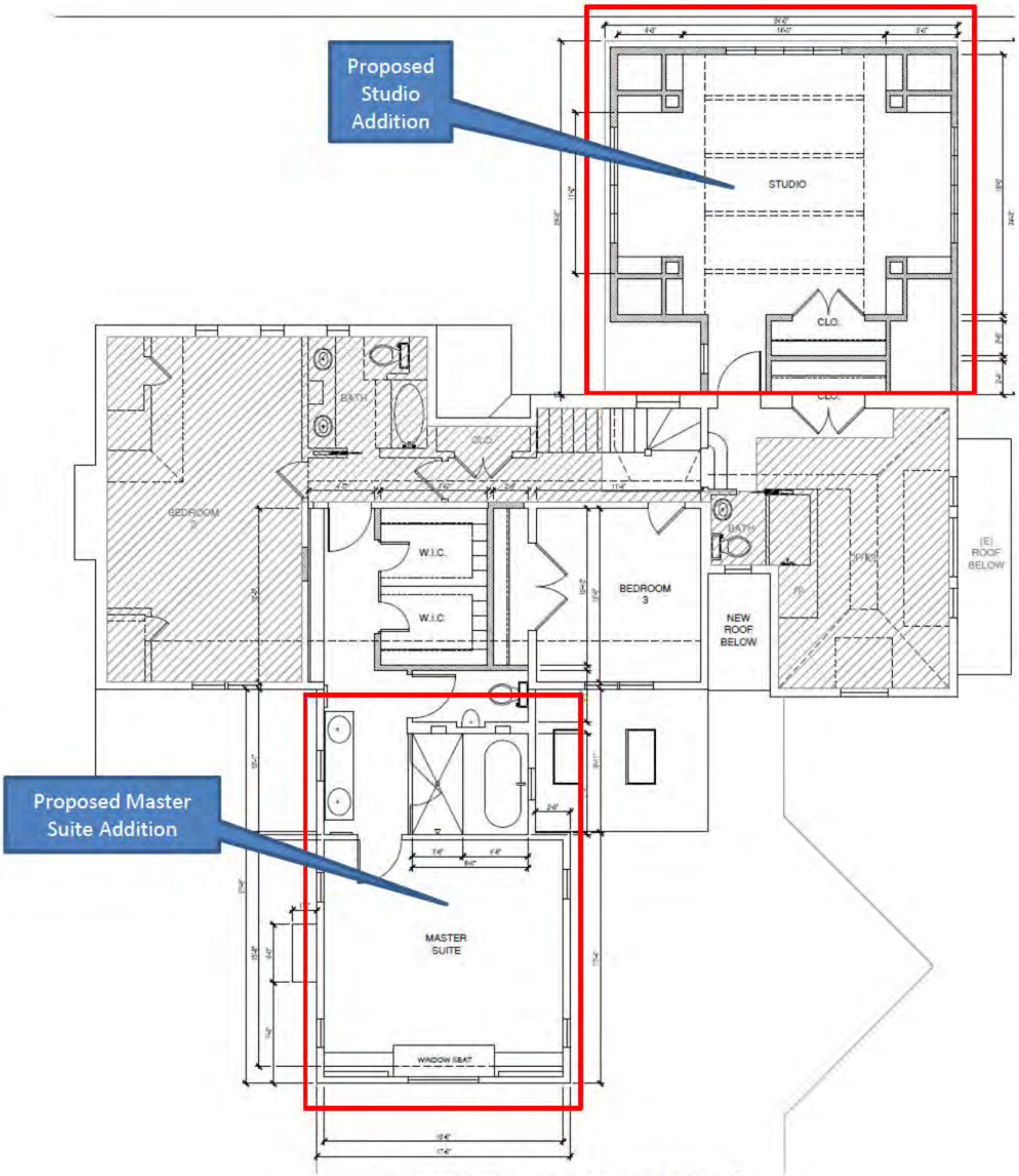


Figure 6 – Excerpt of Proposed Second Floor Plan

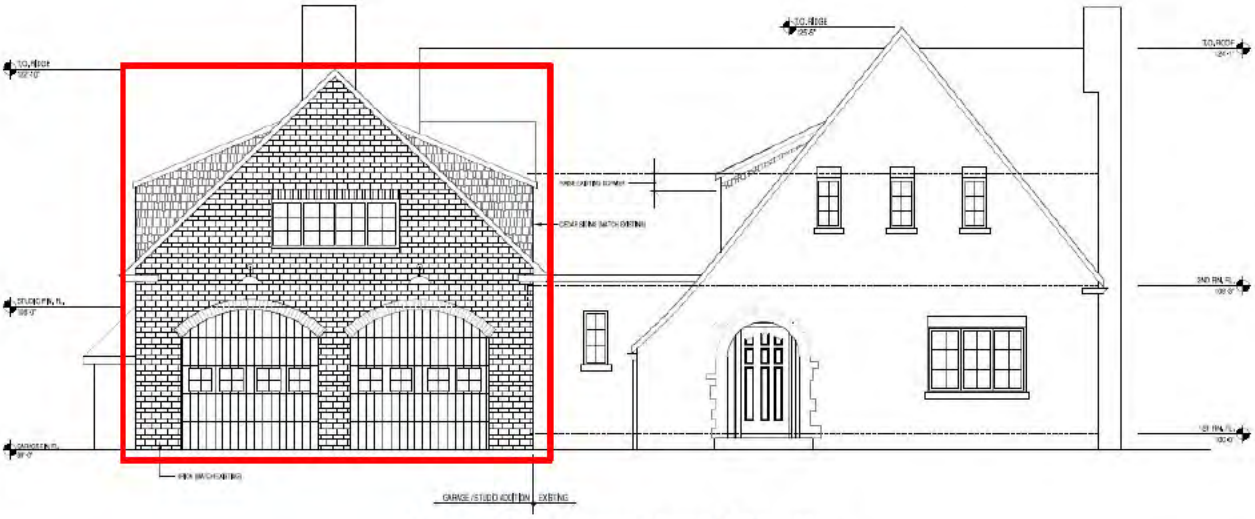


Figure 7 – Proposed Front Elevation

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, attached is a Stormwater Matrix (Attachment B). Based on the proposed plan, it appears additional stormwater detention would not be required. However, a final determination will be made by Village Engineering staff. Additionally, Figure 8 below represents the Subject Property's proximity to the floodplain; the cyan represents the 100-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-4 zoning district (Attachment A). Five variations are being requested: (1) front yard lot coverage (FYLC); (2) gross floor area (GFA); (3) minimum front yard setback; (4) minimum total side yard setback; and (5) front-facing attached garage width.

<u>Front Yard Setback.</u> The existing residence currently provides a front yard setback of 52.7 feet. The proposed garage and studio addition would provide a front yard setback of 33.07 feet, whereas a minimum setback of 38.07 feet, the average of the block, is required. (Note: If it were not for the minimum average front yard setback requirement, the minimum front yard requirement for this lot, which is located in the R-4 District, would be 30 feet.

Front Yard Lot Coverage. The maximum permitted FYLC in the R-4 zoning district is 30% of the minimum required front yard, which means no more than 30% of the area measured 30 feet from the front property line may be covered with impermeable surfaces. The intent of this standard is twofold: (1) to limit the amount of hard surface area located within the required front yard and; (2) to discourage vehicles from parking within the required front yard. The existing improvements within the 30-foot front yard consist of 825 square feet of FYLC, exceeding the maximum permitted FYLC by 114 square feet. To provide access to the proposed garage, the driveway would be expanded by approximately 517 square feet; bringing the total FYLC to 1,341.56 square feet, whereas a maximum of 711 square feet is permitted.

Maximum Building Size. The site currently contains 2,615.17 square feet of GFA. The increase in GFA with the proposed additions is 1,909.05 square feet; bringing the total GFA to 4,524.22 square feet, whereas a maximum of 4,202.8 square feet is permitted.

Total Side Yard Setback. The existing residence currently provides a total side yard setback of 15.5 feet; 6 feet from the east property line and 9.5 feet (measured to the permitted chimney encroachment) from the west property line. The side yard setbacks would remain unchanged with the proposed additions, but it should be noted that the addition closest to either side lot line is the proposed garage, which would provide an east side yard setback of 9.02 feet. That being said, the existing total side yard setback of 15.5 feet will remain, whereas a minimum of 19.9 feet is required.

Front-Facing Attached Garage Width. The existing residence currently has a one-car front-facing attached garage, measuring approximately 13 feet in width. The proposed garage addition would be located in front of the existing garage and measure 24.42 feet in width, with garage doors that are part of the front elevation (i.e. front-facing). The maximum permitted width of an attached garage with garage doors that are part of the front elevation is 22 feet. Though the garage exceeds the maximum permitted width, the individual garage doors do not exceed the maximum permitted individual width of nine feet. The intent of both of these requirements is to prevent garage doors from dominating the front façade of the house.

FINDINGS

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

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

1. Front Yard Lot Coverage (FYLC) of 1,341.56 square feet, whereas a maximum of 711 square feet is permitted, a variation of 630.56 square feet (88.69%) [Section 17.30.030 – Intensity of Use of Lot];
2. Gross Floor Area (GFA) of 4,524.22 square feet, whereas a maximum of 4,202.8 square feet is permitted, a variation of 321.42 square feet (7.65%) [Section 17.30.040 – Maximum Building Size];
3. Front Yard Setback of 33.07 feet, whereas a minimum of 38.07 feet is required, a variation of 5 feet (13.13%) [Section 17.30.050 – Front and Corner Yard Setbacks];
4. Total Side Yard Setback of 15.5 feet, whereas a minimum of 19.9 feet is required, a variation of 4.4 feet (22.11%) [Section 17.30.060 – Side Yard Setbacks];
5. Front-facing attached garage width of 24.42 feet, whereas a maximum of 22 feet is permitted, a variation of 2.42 feet (11%) [Section 17.30.110 – Garages].

ATTACHMENTS

Attachment A: Zoning Matrix
Attachment B: Stormwater Matrix
Attachment C: Application Materials
Attachment D: Public Correspondence

ZONING MATRIX

ADDRESS: 1184 Tower Road
CASE NO: 21-16-V2
ZONING: R-4

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	12,600 SF	11,939 SF	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	60 FT	79.59 FT	N/A	N/A	OK
Min. Lot Depth	120 FT	150 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	3,223.53 SF (1)	1,784.24 SF	2,729.06 SF	944.82 SF	OK
Max. Gross Floor Area	4,202.8 SF (1)	2,615.17 SF	4,524.22 SF	1,909.05 SF	**321.42 SF (7.65%) VARIATION**
Max. Impermeable Lot Coverage	5,969.5 SF (1)	3,999.08 SF	4,616.46 SF	617.38 SF	OK
Max. Front Yard Lot Coverage	711 SF	825 SF	1,341.56 SF	516.56 SF	**630.56 SF (88.69%) VARIATION**
Min. Front Yard (Tower/North)	38.07 FT	52.7 FT	33.07 FT	(19.63) FT	**5 FT (13.13%) VARIATION**
Min. Side Yard (East)	7.96 FT	6 FT	6 FT (3)	0 FT	EXISTING NONCONFORMING
Min. Total Side Yards	19.9 FT	15.5 FT	15.5 FT	0 FT	**4.4 FT (22.11%) VARIATION**
Min. Rear Yard (South)	22.5 FT	60.7 FT	45.3 FT	(15.4) FT	OK

NOTES:
(1) Based on lot area of 11,939 s.f.
(2) Variation amount is the difference between proposed and requirement.
(3) Proposed addition would provide an east side yard setback of 9.02 feet, in complaince with the minimum required side yard setback of 7.96 ft.

In addition to meeting the following storm water volume detention requirements, development sites must meet all other Village storm water management requirements such as drainage and grading, storm water release rates, storage system design requirements, etc.

	Storm Water Detention Volume Requirements	**Applicable Requirement**
A. New Home Construction - Previously Developed Lot	The amount of additional required storm water detention volume is based upon the difference between maximum impermeable lot coverage, per Zoning Code, and existing lot coverage, using the run-off coefficient for a 100-year storm event for both.	
B. New Home Construction - Previously <u>Undeveloped</u> Site	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
C. Redevelopment of Site for Different Use (e.g. single family to multi-family, or commercial)	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
D. Improvements to Existing Home and/or Lot, causing an increase in impermeable lot coverage <u>greater or equal to 25%.</u>	The amount of additional required storm water detention volume is based upon the difference between the proposed and existing impermeable lot coverage, using the run-off coefficient for 100 year storm event. (Note: If the increase in impermeable lot coverage is less than 25%, additional storm water detention volume is <u>not</u> required.)	***Applies to 1184 Tower Road*** *Based upon preliminary review of information to date, it appears that 1184 Tower Road <u>would not</u> have to provide additional storm water detention volume.* ***However, a final determination will be made by Village Engineering staff****.*

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 21-16-V2

Property Information

Site Address: 1184 Tower Rd. Winnetka, IL

Owner Information

Name: Ann Hewitt

Address: [redacted]

City, State, ZIP: Evanston, IL 60201

Email: [redacted]

Primary Contact: Jonathan Gordon

Phone No. [redacted]

Date property acquired by owner: 09/28/2000

Designer

~~Architect~~ **Information**

Name: Juno Designs

Primary Contact: Kevin Juno

Address: 7925 Bosque St. NW

City, State, ZIP: Los Ranchos, NM 87114

Phone No. 505-892-8453

Email: junoarchitects@aol.com

Attorney Information

Name:

Primary Contact:

Address:

City, State, Zip:

Phone No.

Email:

Nature of any restrictions on property: See Attached.

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

See Attached.

Property Owner Signature:

Date: 04/22/2021

Ann Hewitt
1184 Tower Rd.
Winnetka, IL 60093

April 22, 2021

Village of Winnetka, Illinois
Department of Community Development
510 Green Bay Road
Winnetka, IL 60093

Re: **Gross Floor Area Increase – Zoning Variation**
1184 Tower Road
Winnetka, IL

To Whom It May Concern:

We are respectfully requesting the following variations:

- A Gross Floor Area Increase Zoning.
- A Front Yard Setback Encroachment Variation.
- A Variation for the Front Yard Lot Coverage.
- A Total Side Yard Setback Variation
- A Garage Width Variation

The existing three bedroom one car garage home was built in the 1920s. Its small rooms, sloping roof and one car garage make it functionally obsolete in today's real estate market. We are proposing the following additions as shown in the attached drawings:

- A Two Car Garage Addition with a second floor Studio to the front of the original existing 2 story One Car Garage (the original One Car Garage will become a Mud Room and Multipurpose Room).
- A rear addition with a first floor Family Room and a second floor Master Bedroom Suite.
- The enclosure of the grade level breezeway between the east side of the existing house and One Car Garage into a Pantry.

Together, these additions will require the above noted Variations.

STANDARDS FOR GRANTING OF ZONING VARIATIONS:

1. *The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in the district;*

   The existing three bedroom one car garage home was built in 1926. Compared to a new house, its small bedrooms with limited closet space, lack of a proper master suite, small bathrooms, limited storage space, minimal above grade work/play areas, one car garage and lack of a family room make it functionally obsolete in today's real estate market.

   Currently, the house does not have a mud room or a first floor pantry, features sought after in the design of a new house.

   Additionally, due to the design of its sloping roofs a significant portion of the house has limited head room, especially on the second floor, proportionally reducing the utility and market appeal of these areas. These areas are shown in the attached drawings as dashed lines.

   New houses in the North Shore market have, at a minimum, attached two car garages with storage areas which are accessible directly from the house. They have family rooms adjacent to the kitchen areas and generously sized master suites with modern master

bathrooms. New houses also have adequate storage for a family of 4-5 along with bedrooms with modern sized closets, play areas, exercise areas and/or workrooms.

To bring 1184 up to current market standards, we want to create a modern two car garage and a second floor studio/bedroom to replace the current two story one car garage. We have proposed a new family room adjacent to the kitchen with access to the outside deck and a modern master suite on the second floor. A new master suite would have adequate closet space based on market standards, a bedroom properly sized for a king size bed with associated furniture and an attractive, modern bathroom. We have also proposed new, larger closets for existing bedrooms. All proposed improvements are designed without the clearance restrictions of the existing roof line which limits the utility of a significant portion of the house.

The proposed additions have been sized to meet today's minimal market design standards and to achieve the highest and best use of the land.

In our design choices, we have strived to minimize the scope of the variances being requested. Our proposal will modernize to meet current market standards for the stature, design, utility, and function expected of a house in the Winnetka market while they maintain and enhance the existing appearance and feel of the original house. This will bring the house up to the stature and appearance of surrounding properties and address the highest and best use of the land.

Garage

In addition to the market benefit of direct access from the garage to the house, our proposal allows for the conversion of the existing garage space into a mud room and multipurpose room, both elements typically found in new construction today. It also allows for the conversion of the current breezeway between the east side of the house and the existing garage into a pantry. The location of this new pantry will be easily accessible from the front garage (for quick unloading of groceries) and from the kitchen.

The proposed two story addition will enhance the appearance and stature of the north elevation and provide direct, safe, all weather access into the house, making the house much more attractive to the marketplace.

The proposed new driveway, landscaped areas at the front of the house and retention of the mature oak trees will also add to the appeal of the house.

For the reasons stated above, a modern garage design, with room for two cars and some minimal storage is consistent with the design of new homes North Shore and will also bring the house closer to its full potential value.

Presently the north elevation of the house looks dated and lacks stature, thereby detracting from its market appeal. To remedy this market deficiency, the roofline of the proposed garage is designed to screen the view of the smaller, dated existing garage from the street. This is important to achieve the proper appearance for the north elevation. As proposed, the enhanced north elevation will increase the stature of 1184, echoing the existing signature roof line, and make the property more attractive to the real estate market.

Family Room

The rear addition we are proposing will have a new family room adjacent to the kitchen area as is typical in new houses designed for this market. It will have abundant natural light with an open window line providing views to the rear garden and direct access to the rear deck. The family room will feature a wood burning fireplace.

There will be a clear line of sight from the front entry door, through the existing dining room and out past the new family room to the rear garden.

This desirable market feature will appeal to families as an entertainment center for children or a quiet place to read for adults.

Master Suite

To address the lack of an up to date master suite included in newly designed houses in the Winnetka market, we are proposing reworking one of the smaller second floor bedrooms by extending it with a second floor addition over the family room. This will allow for a new master suite that meets the expectations of the market. At the same time, this will allow us to reconfigure the closet for the other smaller bedroom, bringing it up to modern standards.

There will also be a new master bedroom, sized to accommodate a king size bed, bedside tables and dressers. This room will have great views of the rear garden, adding to its market appeal.

The existing master bathroom is functionally obsolete. As a result of the design of the current roofline of the house, the maximum headroom clearance over the bath/shower is just over 6 ft and the headroom clearance over the toilet is less than 6 feet, conditions which are negative market factors.

The proposed master suite bathroom will supply the market requirements of a bathtub and shower, a private toilet area and twin sinks, all with 8 feet or more of ceiling height and directly accessed from within the suite.

To complete the market requirements for the suite, there will be a walk-in closet.

We have strived to create these important market features in the most space efficient way to minimize the additional area needed.

Summary

As noted above, 1184 lacks many of the elements common in the design of new homes on the North Shore today. To close this gap, we are proposing the additions and the interior alterations detailed in the attached drawings.

We believe it is important to view all of these proposed improvements as a single package, as their design and placement are interconnected with each other and the current design of the house.

With the proposed closet alterations to the bedrooms, the bedrooms and the new studio will be able to serve as either bedrooms or work/play areas.

The proposed reworking of the existing garage with a mud room and multipurpose room will greatly improve the utility of the house for a larger family, an important benefit in the marketplace.

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;*

The size, shape of the lot and the corresponding size, shape and configuration of the existing improvements establish unique circumstances for the proposed improvement of 1184 Tower Road as detailed below.

Curb Cuts and Driveway

The property has two existing curb cuts which are connected to a semi-circular driveway.

The semi-circular driveway requires more area than a single driveway.

The east curb cut is shared with the neighbor to the east and, therefore, restricts the possibilities for the design of an alternate driveway.

The existing design of the east curb cut is quite problematic. It is very steep and has a short apron.

The east curb cut is difficult to negotiate. It is also slippery when wet or icy. The current two curb cuts and semi-circular driveway configuration were designed to address the difficulty and safety issues that stemmed from the poor design and placement of the original single east curb cut.

This situation is best illustrated by the informal arrangement with the neighbor to the east. In order to avoid having to back out of their driveway onto Tower Road via the shared east curb cut, the neighbor to the east, with our permission, will frequently back up enough to gain access to the semi-circular drive at 1184 and then drive around to the west curb cut to exit on to Tower Road.

Tower Road is a relatively busy street. The sidewalk is several feet above the gutter at the east curb cut resulting in a steep driveway apron and somewhat restricted sight lines. These factors combine to make backing out of the east curb cut unacceptably challenging, especially during times of poor visibility, high traffic or when school children are waking along the sidewalk on Tower Road. The creation of the west curb cut with the circular driveway allows for a head out exit on to Tower Road, eliminating the problem of backing out of the east curb cut.

In order to use this configuration as intended, a provision for maneuvering vehicles into and out of the garage is required.

The combination of the above factors, which resulted in the existing configuration, requires more “driveway” area than a “straight” driveway.

As noted above, it is important to maintain a similar configuration for the proposed two car garage, which requires more “driveway area” than a straight driveway in the front yard.

The existing house and garage have been placed close to the minimum front yard setback, thereby restricting allowable options for additions to the front of the house.

The location of the front entrance door in the middle of the north elevation requires access from the street. When combined with the location of the living room windows on the west side of the north elevation, the only place where a front addition could be practically located is on the east side of the north elevation. This east side placement is enhanced by the existing setback of the north elevation on the east side of the entrance, helping to minimize the front yard setback variance required of the new garage.

There are numerous mature oak trees located in the front and side yards that we want to preserve, if possible. The placement of a new garage, as shown, would have minimal impact on these trees.

Our unique plight with regard to the Front Yard Lot Coverage ensues from the total of these factors: the high crown and low gutter of Tower Road which necessitated the steep shared east curb cut, with the resulting safety issues; the many mature oak trees to preserve; and the problematic sight lines these features create. These factors point to

a single solution for the correct placement of the proposed garage, and that is to locate it in front of the existing garage.

To compensate for this, we have provided for attractive landscape areas directly in front of the house. We also note that the front yard is screened year round by the mature arborvitae located along the north property line.

Garage

The size of the lot and the position of the existing improvements on the lot do not allow for the expansion of the existing one car garage to a two car garage required by the market today.

Therefore, the only option available is to construct a new two car garage in front of the existing garage.

By placing a new garage in front, the stature of north elevation can be enhanced by a more attractive facade that better matches the lines and design of the house. We have created a greater side yard setback for this new structure within the bounds allowed by the property line and existing structures.

Further, by placing the new garage where it is proposed, it will most effectively screen the view of the existing garage and roofline from Tower Road. This placement will allow the property to retain a semi-circular driveway that continues to utilize the two existing curb cuts on Tower Road.

The placement of the new semi-circular driveway will best achieve our goal of maintaining the existing design of the north elevation of the house, the appearance of the front yard and direct access to the front entry. It will also create attractive landscaped areas on the east and west sides of the front entry to the house. This will, in effect, become part of the front yard and will help to offset the reduced lawn area between the existing driveway and the front lot line.

Please note that the front yard, screened year round by mature 20 ft tall arborvitae trees along its entire frontage, is not readily visible from the street.

Rear Addition

To maintain the design concept of the north elevation and as much front yard landscaping as possible while complying with Winnetka zoning requirements for setbacks and FYLC, the only option for the location of a family room and master suite addition is as proposed, at the rear of the house. The choice of a rear location is reinforced by the limited design opportunities presented by the existing floor plan of the house.

We have worked to utilize as much of the existing structure as possible. Working within the demands of today's market on the North Shore while trying to minimize any excess over Winnetka GFA standards, we have submitted what we intend as a modest design to provide a family room and master suite that complies with the marketplace while, at the same time, honoring the current design and appearance of the house both from Tower Road and from the sides and rear of the property.

Due to the configuration of the lot and house, as noted above, the proposed location, design and size of the proposed improvements best minimizes any impact on neighboring properties.

When analyzed as a whole, our proposed design will achieve the best outcome within the unique restrictions that exist at 1184 Tower Road.

3. *The variation, if granted, will not alter the essential character of the locality;*

   The variation for Gross Floor Area Increase is a minor deviation from the Gross Floor Area requirement and the proposed additions will be on both the front and back sides of the existing house. The additions will reflect the original design of the house and will be in proportion to the house. Therefore the variation will not alter the essential character of the locality.

   A variation for a Front Yard Setback Encroachment is also a minor variation and will have minimal impact, if any, to the essential character of the locality.

   A variation of for the Front Yard Lot Coverage is a major variation. However, as detailed above, the need for this variation is the result of maintaining the essential character of the locality by preserving a semi-circular driveway with the west curb cut previously approved by the Village. The mature arborvitae along the north property line provide a year round screen of the direct view of the front yard and have been place for over 25 years. They will serve to maintain the essential character of the locality too.

   Further, as noted above, our proposal honors the character and design of the existing north elevation and the overall character and design of the house.

   We will be using the existing curb cuts and will be keeping the many mature trees and plantings.

4. *An adequate supply of light and air to adjacent property will not be impaired;*

   The proposed additions will be consistent with or less than the existing Total Side Yard and Back Yard Setbacks. Due to the existing mature oaks at the front and along the east property line and the additional side setback proposed for the new garage, the construction of the proposed garage will not impact or impair the light and air to the adjacent property.

5. *The hazard from fire and other damages to the property will not be increased;*

   The proposed work will conform to all other Zoning Code and Building Code requirements and therefore will not increase the hazard from fire and other damages to the property.

6. *The taxable value of the land and buildings throughout the Village will not diminish;*

   The variations request will not diminish the taxable value of the land and buildings throughout the Village.

7. *The congestion in the public street will not increase; and*

   The proposed designs requiring the variations requested will not increase the congestion in the public street.

   Further, as detailed under Question Number 2 above, the proposed semi-circular driveway with the garage in front will continue the existing design concept. It is the safest configuration for entering and exiting the property. By eliminating the need to back out onto Tower Road it will prevent congestion.

8. *The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired.*

   The proposed additions will conform to all other Zoning Code and Building Code requirements and therefore will not impair the public health, safety, comfort, morals and welfare of the inhabitants of the Village.

I have owned this 95 year old house for over 20 years, and purchased it with the hope of gradually updating it to meet the standards of other well-maintained homes in Winnetka. I have made many improvements to it in those 20 years, including a major renovation of the basement and kitchen in 2011. With the final improvements we are proposing, the house will enter its second century as an enhancement to the neighborhood and a continued asset to the Village.

Sincerely,

[redacted]

Ann Hewitt

EXACTA
Land Surveyors, LLC

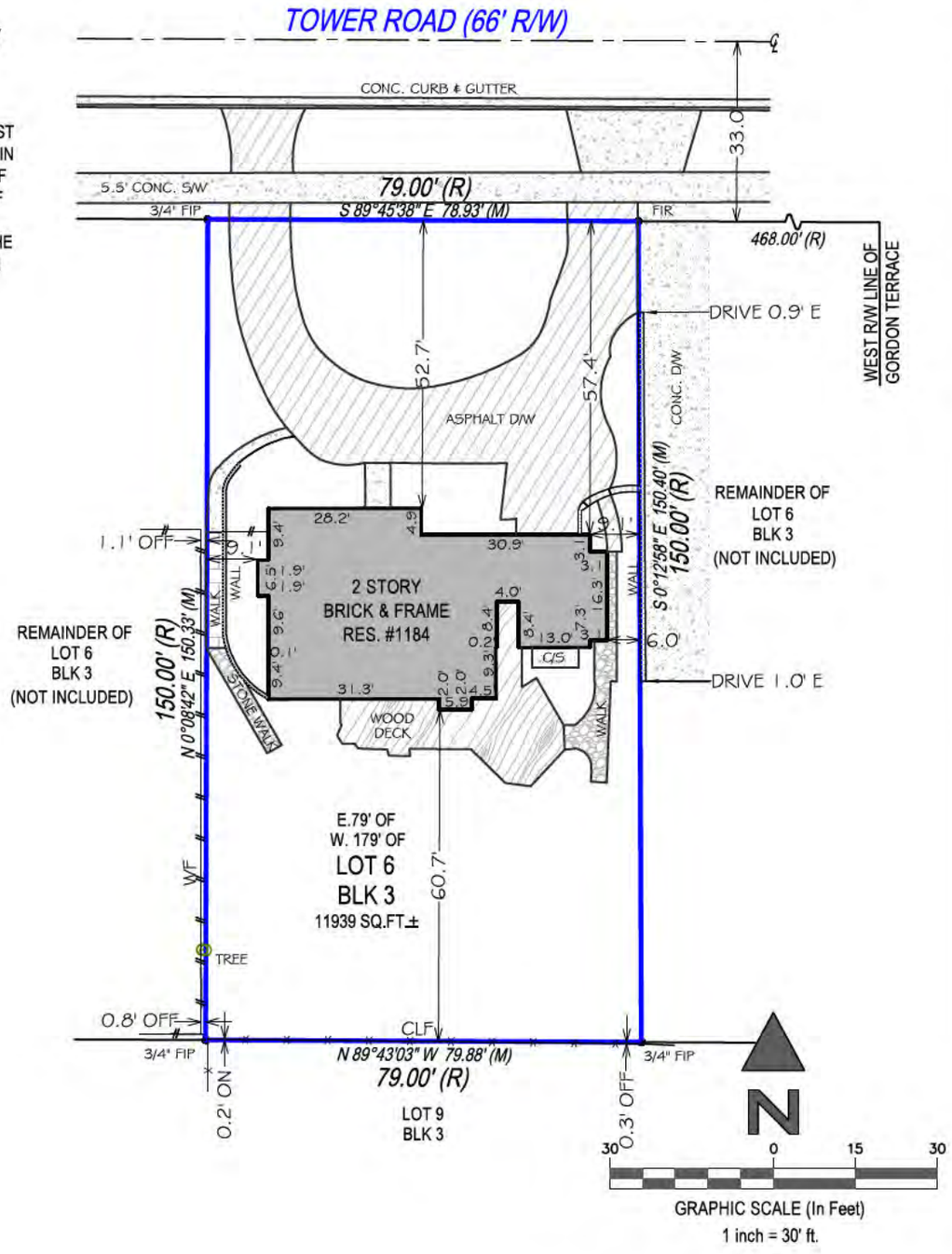
www.exactaland.com | office: 773.305.4011

PROPERTY ADDRESS: 1184 TOWER ROAD, WINNETKA, ILLINOIS 60201

SURVEY NUMBER: 2103.2454

2103.2454
BOUNDARY SURVEY
COOK COUNTY

THE EAST 79 FEET OF THE WEST 179 FEET OF LOT 6 IN BLOCK 3 IN COUNTRY CLERK'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



STATE OF ILLINOIS
COUNTY OF GRUNDY } SS

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.

Kenneth Kennedy

KENNETH A. KENNEDY
035-003403
PROFESSIONAL LAND SURVEYOR
MORRIS, IL
STATE OF ILLINOIS

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3403
LICENSE EXPIRES 11/30/2022
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008

POINTS OF INTEREST:
NONE VISIBLE

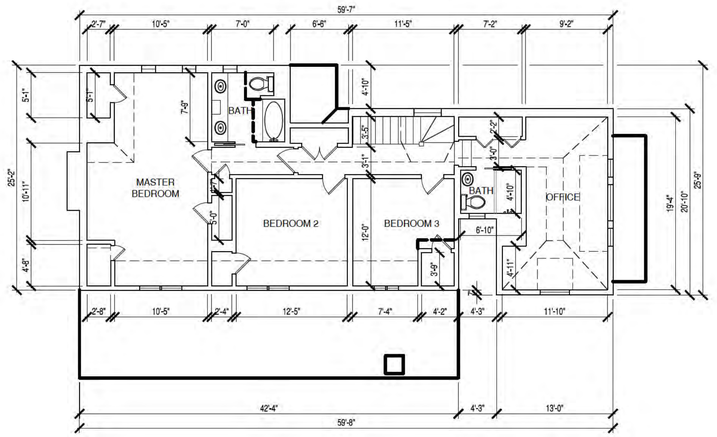
EXACTA Land Surveyors, LLC
Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

SurveySTARS

DATE OF SURVEY: 03/29/21
FIELD WORK DATE: 3/12/2021
REVISION DATE(S): (REV.2 3/30/2021) (REV.2 3/16/2021) (REV.1 3/15/2021)

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION

PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

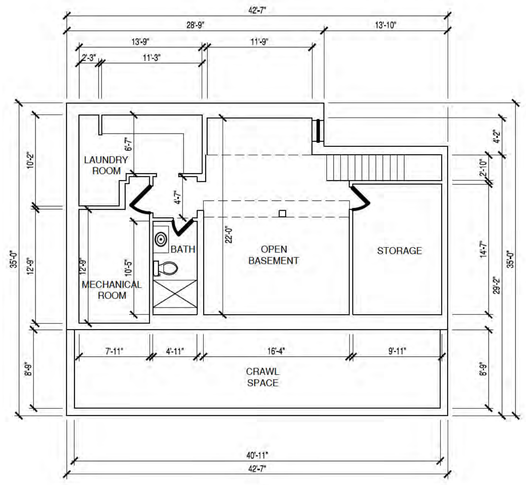


EXISTING 2ND FLOOR PLAN(2)

1/8" = 1'-0"

1

XA-101

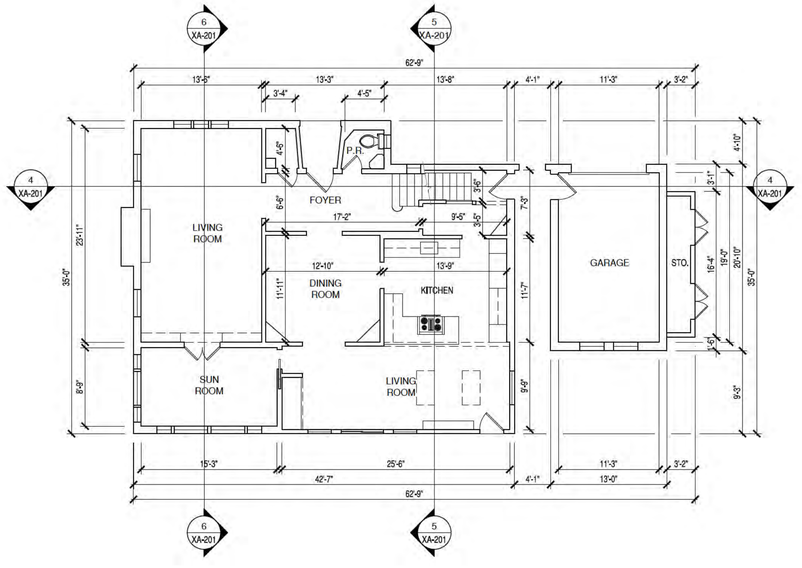


EXISTING BASEMENT FLOOR PLAN

1/8" = 1'-0"

3

XA-101



EXISTING 1ST FLOOR PLAN

1/8" = 1'-0"

2

XA-101

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

DRAWING INDEX

XA-101	EXISTING FLOOR PLANS
XA-201	EXISTING BUILDING ELEVATIONS & SECTIONS
AS-101	SURVEY AND PROPOSED SITE PLAN
A-101	PROPOSED 1ST FLOOR PLAN
A-102	PROPOSED 2ND FLOOR PLAN
A-201	PROPOSED BUILINDG ELEVATIONS
A-202	PROPOSED BUILDING ELEVATIONS

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:

HEWITT RESIDENCE

1184 TOWER ROAD

WINNETKA, IL

SHEET TITLE:

EXISTING FLOOR PLANS

NO.	REVISION	DATE

DATE:

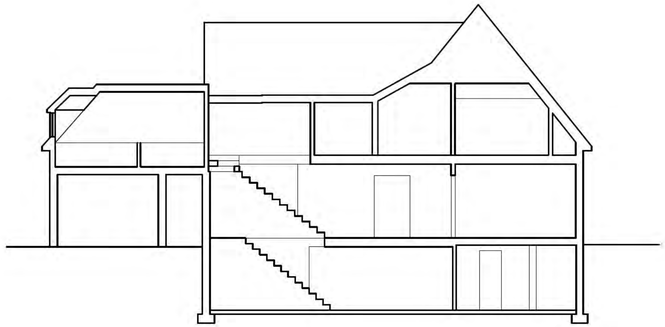
4/21/21

PROJECT NO.

1916

SHEET NO.

XA-101



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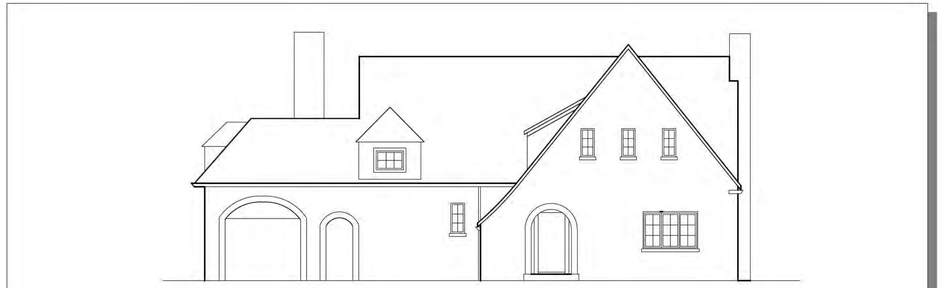

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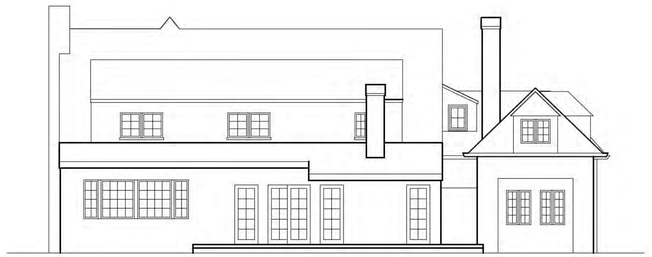

EXISTING SOUTH ELEVATION 2
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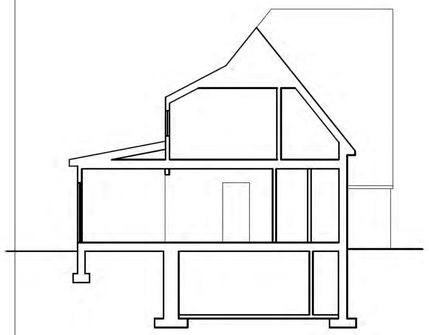

SECTION THRU KITCHEN-BEDROOM 5
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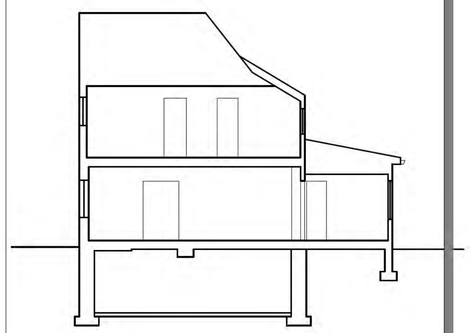

EXISTING WEST ELEVATION 3
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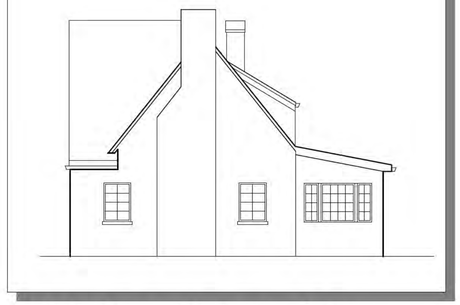

EXISTING WEST ELEVATION 3
1/8" = 1'-0" XA-201

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:

HEWITT RESIDENCE

1184 TOWER ROAD
WINNETKA, IL

SHEET TITLE:

EXISTING BUILDING ELEVATIONS & SECTIONS

NO.	REVISION	DATE

DATE:
4/21/21
PROJECT NO.
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SHEET NO.

XA-201

HEWITT RESIDENCE

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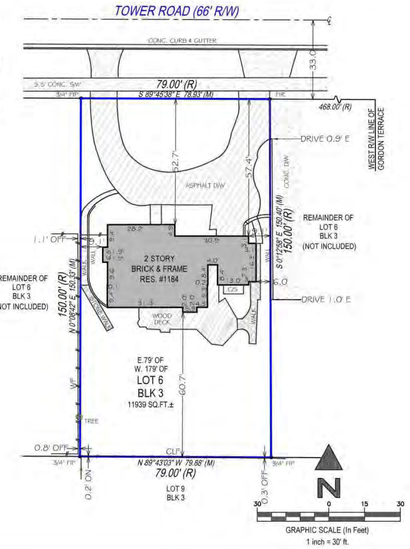
EXACTA Land Surveyors, LLC

www.exactaland.com | office: 773.305.4011

PROPERTY ADDRESS: 1184 TOWER ROAD, WINNETKA, ILLINOIS 60201 **SURVEY NUMBER:** 2103.2454

2103.2454
BOUNDARY SURVEY
COOK COUNTY

THE EAST 79 FEET OF THE WEST 179 FEET OF LOT 6 IN BLOCK 3 IN COUNTRY CLERK'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



STATE OF ILLINOIS } SS
COUNTY OF GRUNDY }

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.

KENNETH A. KENNEDY 035-003403 PROFESSIONAL LAND SURVEYOR MORRIS, IL STATE OF ILLINOIS

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3403
LICENSE EXPIRES 11/30/2022
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008

POINTS OF INTEREST:
NONE VISIBLE

EXACTA Land Surveyors, LLC
Exacta Land Surveyors, LLC
PESF 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

SurveySTARS

DATE OF SURVEY: 03/29/21
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SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

PROPERTY ADDRESS: 1184 TOWER ROAD, WINNETKA, ILLINOIS 60201 **SURVEY NUMBER:** 2103.2454

JOB SPECIFIC SURVEYOR NOTES:

LEGAL DESCRIPTION:
THE EAST 79 FEET OF THE WEST 179 FEET OF LOT 6 IN BLOCK 3 IN COUNTRY CLERK'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

GENERAL SURVEYOR NOTES:

1. The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.
3. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.
4. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.
5. Alterations to this survey map and report by other than the signing surveyor are prohibited.
6. Dimensions are in feet and decimals thereof.
7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.
8. Unless otherwise noted "SET" indicates a set iron rebar, 5/8 inch in diameter and eighteen inches long.
9. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.
10. Points of Interest (POI's) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI's, or which are otherwise unknown to the surveyor.
11. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
12. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.
13. Due to varying construction standards, house dimensions are approximate and are not intended to be used for new construction or planning.
14. Surveyor bearings are used for angular reference and are used to show angular relationships of lines only and are not related or orientated to true or magnetic north. Bearings are shown as surveyor bearings, and when shown as matching those on the subdivision plats on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plats. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VII, Sub-Chapter B, Part 1270, Section 1270.56, Paragraph B, Sub-Paragraph A, Item k.
15. THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE PHONE NUMBER SHOWN HEREON.

SURVEYOR'S LEGEND

LINETYPES
Boundary Line
Center Line
Chain Link or Wire Fence
Easement
Edge of Water
Iron Fence
Overhead Lines
Structure
Survey Tie Line
Vinyl Fence
Wall or Party Wall
Wood Fence

SURFACE TYPES
Asphalt
Brick or Tile
Concrete
Covered Area
Water
Wood

SYMBOLS
Benchmark
Center Line
Central Angle or Delta
Common Ownership
Control Point
Catch Basin
Elevation
Fire Hydrant
Find or Set Monument
Guywire or Anchor
Manhole
Tree
Utility or Light Pole
Well

ABBREVIATIONS
(C) - Calculated
(D) - Deed
(F) - Field
(M) - Measured
(P) - Plat
(S) - Survey
A/C - Air Conditioning
AE - Access Easement
ANE - Anchor Easement
ASBL - Accessory Setback Line
B/W - Bay/Box Window
BC - Block Corner
BFP - Backflow Preventer
BLDG - Building
BLK - Block
BM - Benchmark
BR - Bearing Reference
BRL - Building Restriction Line
BSMT - Basement
C - Curve
C/L - Center Line
C/P - Covered Porch
C/S - Concrete Slab
CATV - Cable TV Riser
CB - Concrete Block
CH - Chord Bearing
CHIM - Chimney
CLF - Chain Link Fence
CME - Canal Maintenance Easement
CO - Clean Out
CONC - Concrete
COR - Corner
CS/W - Concrete Sidewalk
CUE - Control Utility Easement
CVG - Concrete Valley Gutter
D/W - Driveway
DE - Drainage Easement
DF - Drain Field
DH - Drill Hole
DUE - Drainage & Utility Easement
ELEV - Elevation
EM - Electric Meter
ENCL - Enclosure
ENT - Entrance
EOP - Edge of Pavement
EOW - Edge of Water
ESMT - Easement
EUB - Electric Utility Box
F/DH - Found Drill Hole
FCM - Found Concrete Monument
FF - Finished Floor
FIP - Found Iron Pipe
FIPC - Found Iron Pipe & Cap
FIR - Found Iron Rod
FIRC - Found Iron Rod & Cap
FN - Found Nail
FN&D - Found Nail & Disc
FRRSPK - Found Rail Road Spike
GAR - Garage
GM - Gas Meter
ID - Identification
IE/EE - Ingress/Egress Easement
ILL - Illegible
INST - Instrument
INT - Intersection
IRRE - Irrigation Easement
L - Length
LAE - Limited Access Easement
LBR - License No. (Business)
LBE - Limited Buffer Easement
LE - Landscape Easement
LME - Lake/Landscape Maintenance Easement
LS# - License No. (Surveyor)
M& - Map Book
ME - Maintenance Easement
MES - Mitered End Section
MF - Metal Fence
MH - Manhole
NR - Non-Radial
NTS - Not to Scale
NAVD88 - North American Vertical Datum 1988
NGVD29 - National Geodetic Vertical Datum 1929
OG - On Ground
ORB - Official Records Book
ORV - Official Record Volume
O/A - Overall
O/S - Offset
OFF - Outside Subject Property
OH - Overhang
OHL - Overhead Utility Lines
ON - Inside Subject Property
P/E - Pool Equipment
PB - Plat Book
PC - Point of Curvature
PCC - Point of Compound Curvature
PCP - Permanent Control Point
PI - Point of Intersection
PLS - Professional Land Surveyor
PLT - Planter
POB - Point of Beginning
POC - Point of Commencement
PRC - Point of Reverse Curvature
PRM - Permanent Reference Monument
PSM - Professional Surveyor & Mapper
PT - Point of Tangency
PUE - Public Utility Easement
R - Radius or Radial
R/W - Right of Way
RES - Residential
RGE - Range
ROE - Roof Overhang Easement
RP - Radius Point
S/W - Sidewalk
SBL - Setback Line
SCL - Survey Closure Line
SCR - Screen
SEC - Section
SEP - Septic Tank
SEW - Sewer
SIRC - Set Iron Rod & Cap
SMWE - Storm Water Management Easement
SNAD - Set Nail and Disc
SQFT - Square Feet
STL - Survey Tie Line
STY - Story
SV - Sewer Valve
SWE - Sidewalk Easement
TBM - Temporary Bench Mark
TEL - Telephone Facilities
TOB - Top of Bank
TUE - Technological Utility Easement
TWP - Township
TX - Transformer
TYP - Typical
UE - Utility Easement
UG - Underground
UP - Utility Pole
UR - Utility Riser
VF - Vinyl Fence
W/C - Witness Corner
W/F - Water Filter
WF - Wood Fence
WM - Water Meter/Valve Box
WV - Water valve

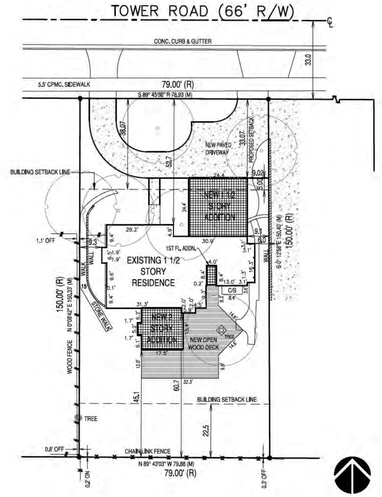
CERTIFIED TO:
ANN E. HEWITT

FLOOD ZONE INFORMATION:

DATE OF SURVEY: 03/29/21
BUYER: ANN E. HEWITT
LENDER:
TITLE COMPANY:
TITLE COMMITMENT:
CLIENT FILE NO:

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY
PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES

EXACTA Land Surveyors, LLC
Exacta Land Surveyors, LLC
PESF 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450



PROPOSED SITE PLAN 1
1" = 30' AS-101

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

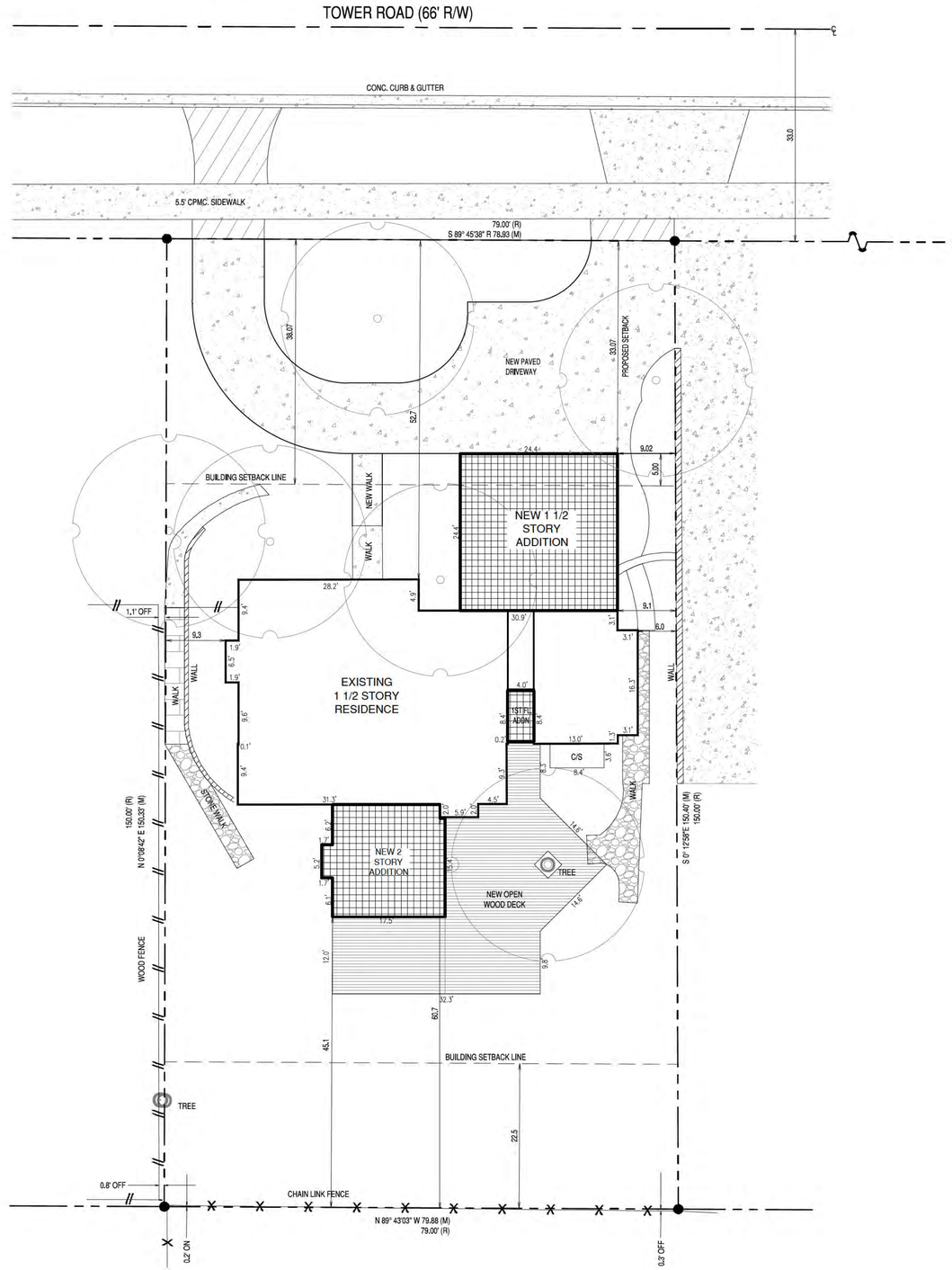
PROJECT:
HEWITT RESIDENCE
1184 TOWER ROAD
WINNETKA, IL

SHEET TITLE:

PROPOSED SITE PLAN & SURVEY

NO.	REVISION	DATE

DATE:
4/21/21
PROJECT NO.
1916
SHEET NO.
AS-101



ENLARGED PROPOSED SITE PLAN

1" = 10'

0 5 10 20

1
AS-102

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:

HEWITT RESIDENCE

1184 TOWER ROAD

WINNETKA, IL

SHEET TITLE:

ENLARGED PROPOSED SITE PLAN

NO.	REVISION	DATE

DATE:

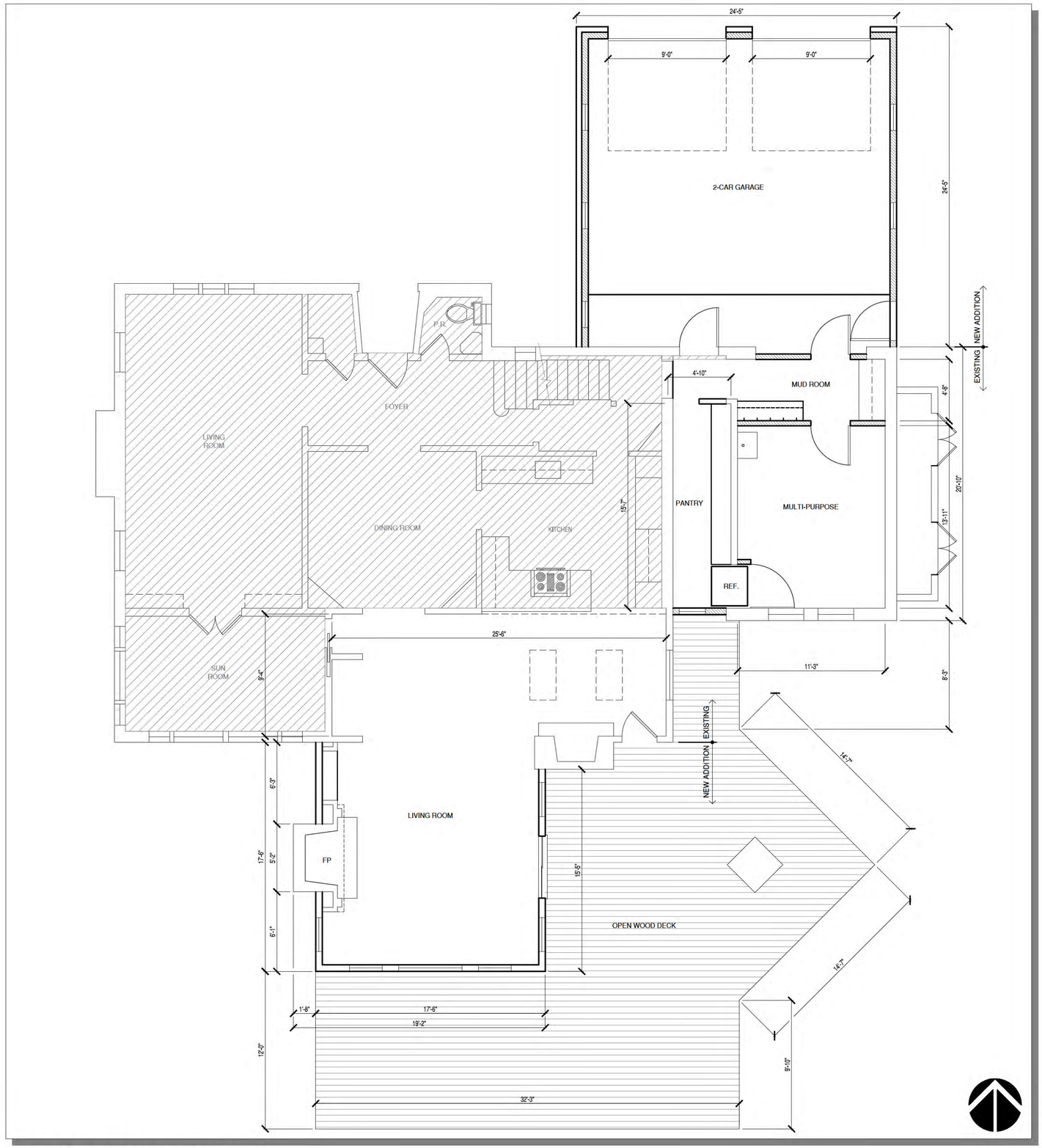
4/30/21

PROJECT NO.

1916

SHEET NO.

AS-102



PROPOSED 1ST FLOOR PLAN

1/4" = 1'-0"

1
A-101

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:

HEWITT RESIDENCE

1184 TOWER ROAD

WINNETKA, IL

SHEET TITLE:

PROPOSED 1ST FLOOR PLAN

NO.	REVISION	DATE

DATE:

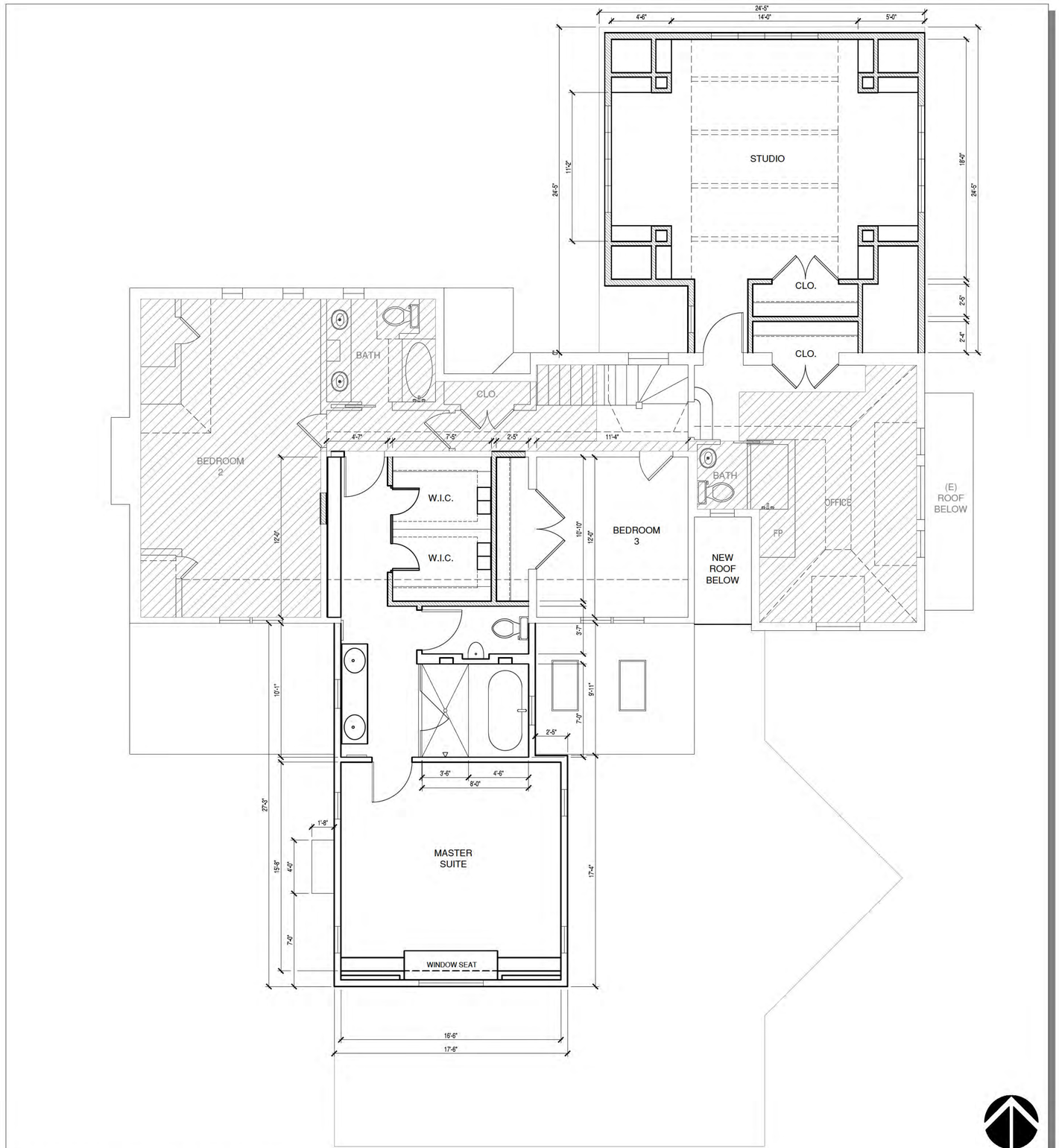
4/21/21

PROJECT NO.

1916

SHEET NO.

A-101



PROPOSED 2ND FLOOR PLAN

1/4" = 1'-0"

1
A-102

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS FOR THE VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:
HEWITT RESIDENCE
1184 TOWER ROAD
WINNETKA, IL

SHEET TITLE:
PROPOSED 2ND FLOOR PLAN

NO.	REVISION	DATE

DATE:
4/21/21
PROJECT NO.
1916
SHEET NO.
A-102

PROPOSED NORTH (FRONT) ELEVATION

1/4" = 1'-0"

1
A-201

PROPOSED SOUTH (REAR) ELEVATION

1/4" = 1'-0"

2
A-201

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS
FOR
THE VILLAGE OF
WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

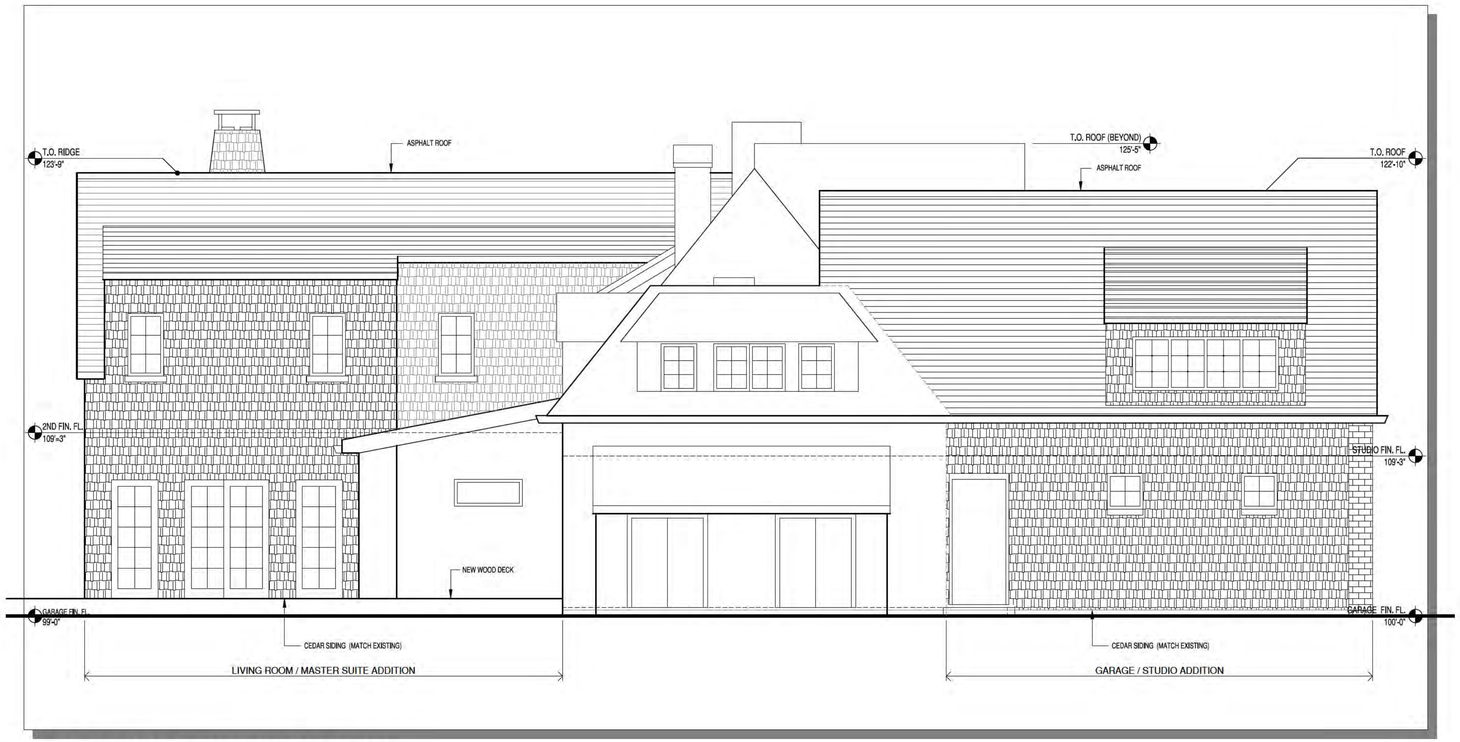
PROJECT:
HEWITT RESIDENCE
1184 TOWER ROAD
WINNETKA, IL

SHEET TITLE:

PROPOSED BUILDING ELEVATIONS

NO.	REVISION	DATE

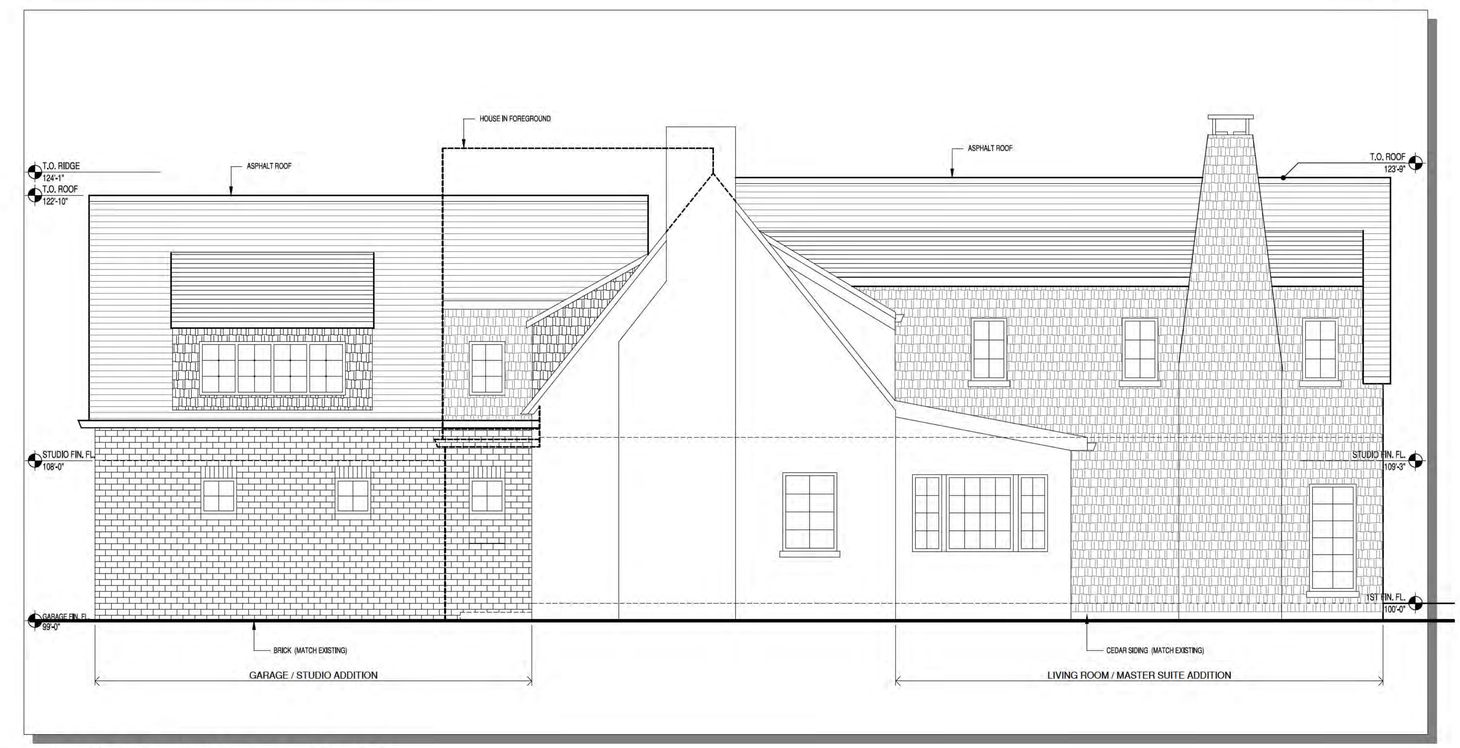
DATE:
4/21/21
PROJECT NO.
1916
SHEET NO.
A-201



PROPOSED EAST ELEVATION

1/4" = 1'-0"

1
A-202



PROPOSED WEST ELEVATION

1/4" = 1'-0"

2
A-202

HEWITT RESIDENCE

ZONING COMPLIANCE DRAWINGS
FOR
THE VILLAGE OF
WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT

JUNO

DESIGNS

7925 Bosque ST. NW, Albuquerque, NM 87114 Ph. (505) 892-8453 Fax. (505)890-1736

PROJECT:
HEWITT RESIDENCE
1184 TOWER ROAD
WINNETKA, IL

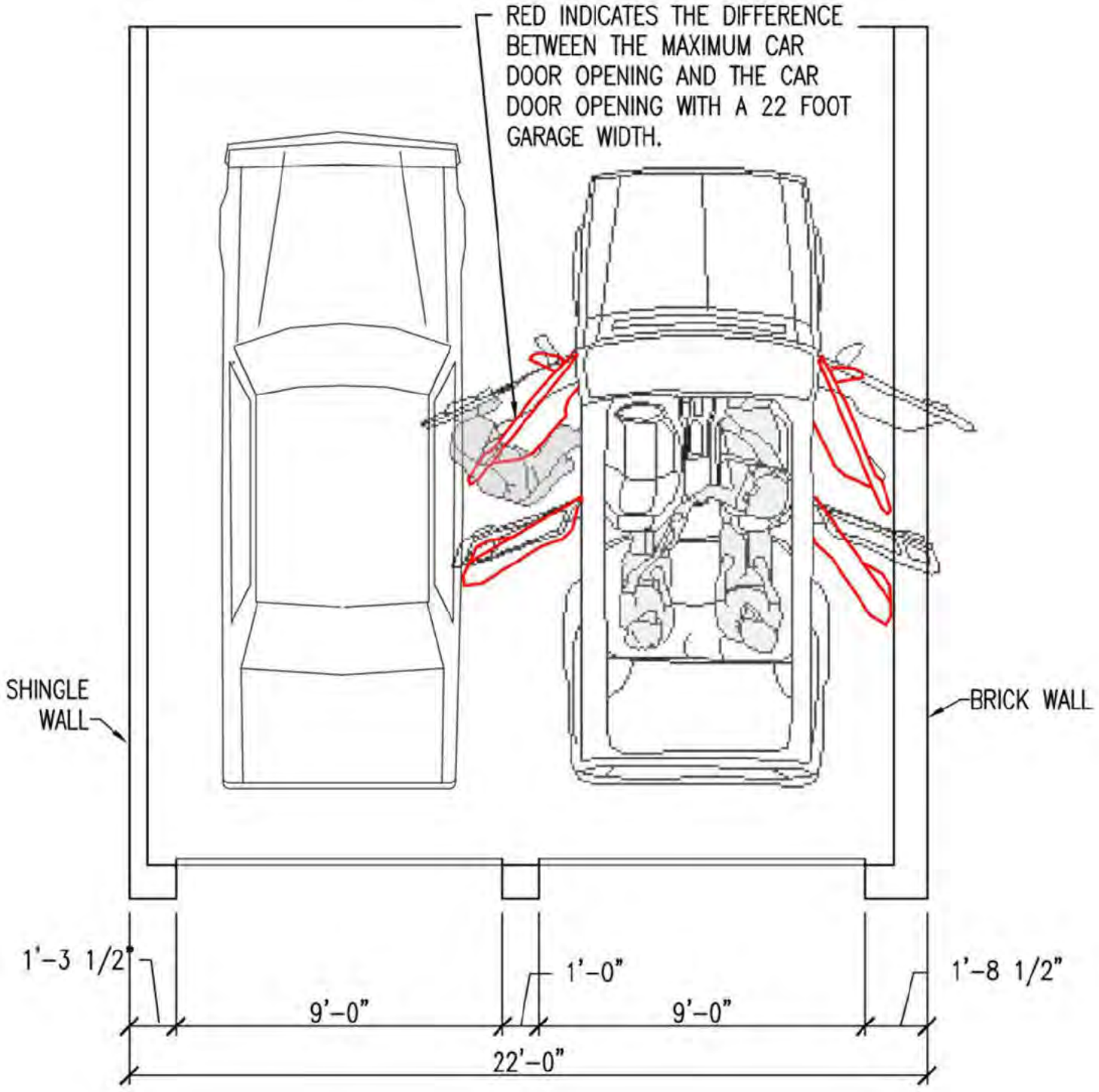
SHEET TITLE:

PROPOSED BUILDING ELEVATIONS

NO.	REVISION	DATE

DATE:
4/21/21
PROJECT NO.
1916
SHEET NO.
A-202

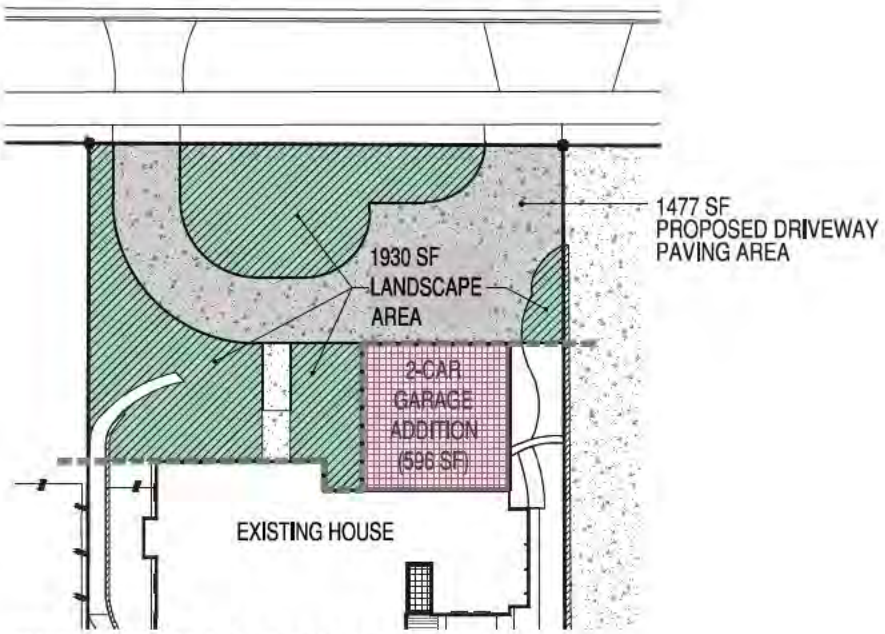
ANALYSIS OF CAR DOOR OPENING RESTRICTIONS WITH 22 FOOT GARAGE WIDTH



JUNO DESIGNS

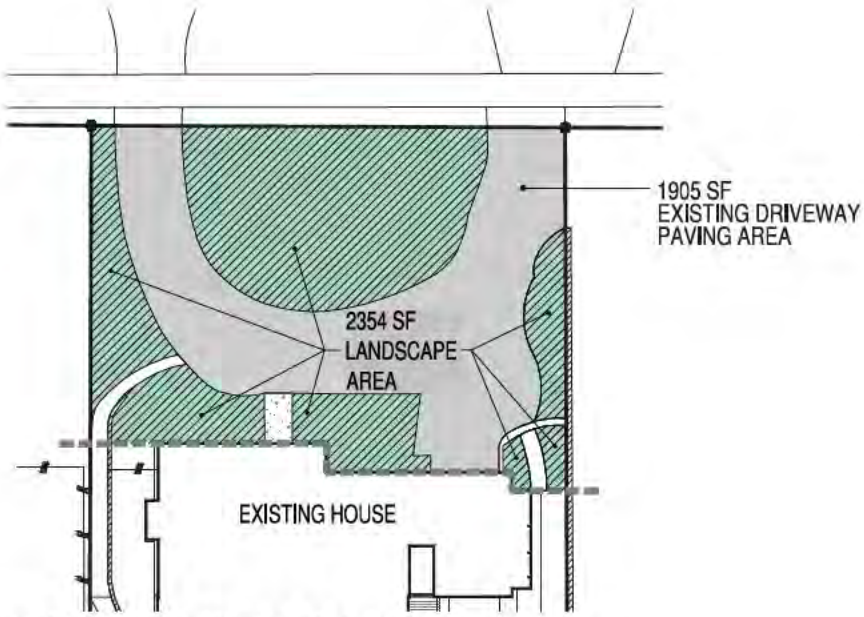
1184 TOWER RD. GARAGE WIDTH VARIANCE	SCALE: 1/4"=1' DATE: 4-22-21
CAR DOOR EXHIBIT	SK-1

7925 Bosque St. NW, Albuquerque, NM 87114 ▪ Ph. (505) 892-8453 ▪ Fax. (505)890-1736



PROPOSED LANDSCAPE AREA

1/32"=1'-0"



EXISTING LANDSCAPE AREA

1/32"=1'-0"

4/17/21

LANDSCAPE-DRIVEWAY AREA CALCULATION

HEWITT RESIDENCE

1184 TOWER ROAD WINNETKA, IL

EXH-A

11.17.2013 13:05

09.24.2014 11:27

09.24.2014 11:27

SCULPEN

From: [redacted]
To: Planning
Subject: May 10 Zoning Board Meeting
Date: Thursday, April 29, 2021 10:30:13 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.

Dear Village Zoning Board,

We received a letter today requesting comments on the proposed additions to the home across the street from ours. We have lived across the street at 1195 Tower Road for 23 years. After a careful review, we strenuously object to the ridiculous amount of variances and additions being requested. It literally violates every rule that we have asked Village residents to adhere to and is precisely the reason such rules exist. The sight lines of all other residents would be blocked and there is no hardship that might warrant such an intrusive plan. Thanks for giving the opportunity for comment. 12 years ago when we pursued construction, it was made clear to us that the plans needed to fit the neighborhood and our Village rules. The Frankenstein addition being requested does neither. Respectfully, Raheela Gill Anwar

Sent from my iPhone

From: [redacted]
To: Ann Klaassen
Cc: Dan Dlarchitectspc. Com; [redacted]
Subject: RE: 1184 Tower Rd Variance Hearing July 12, 2021
Date: Friday, July 2, 2021 2:40:19 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.

Ann,

I would like to update you on our preparations for the up coming hearing.

We have realized that our presentation to the Board has not been clear, sufficient or comprehensive enough for the board to grant our Application. We regret the shortfall.

To remedy this problem and to be able to provide a clear, coherent and comprehensive presentation of the scope and nature of the unique handicaps and site conditions limiting our design alternatives at 1184 Tower Road, we have engaged the services of Daniel Lesus of Daniel Lesus Architects, PC to represent us in our presentation on July 12, 2021.

Mr. Lesus as the architect for the last remodeling work at the property, is very familiar with the property. He is currently engaged in other projects in Winnetka and, therefore, is familiar with Winnetka's zoning and planning.

We are grateful for this opportunity to revise our presentation and appreciate the Board granting us this continued hearing.

Ann Hewitt

From:	Ann Klaassen
To:	Ann Klaassen
Subject:	FW: 1184/1174 Tower Tree Assessment
Date:	Tuesday, July 6, 2021 12:34:49 PM
Attachments:	ATP Scan In Progress.msg

From: Andrew Lueck <ALueck@winnetka.org>
Sent: Tuesday, June 29, 2021 10:04 AM
To: David Schoon <DSchoon@winnetka.org>; Ann Klaassen <AKlaassen@winnetka.org>
Subject: RE: 1184/1174 Tower Tree Assessment

David –

A rough map is attached. I've added corresponding letters to the description below.

- 2 oaks flanking apron of shared driveway between 1174/1184. These 2 trees are mature and in good condition. If the driveway is expanded either east or west, the corresponding tree would have to be removed. If the driveway at 1174 were moved completely, it would have to be placed no closer than 10-12 feet from the tree to minimize impacts. (A&B)
- Large, mature oak (G) and mature hawthorn (F) in backyard of 1184 and mature tree near property line in backyard of 1184(H). These trees would be significantly impacted and would likely need to be removed if a detached garage were placed in the backyard of 1184.
- Large oak close to front of house at 1184 (E). This tree would need to be removed if the garage addition is placed in the front of the house due to root impacts.
- Large oak near northwest corner of 1184 property (C). This tree may be impacted if the driveway is shifted north a few feet, but should survive. Preservation treatments may be necessary.
- Medium-sized oak on west border of front yard of 1174 adjacent to current 1184 driveway (D). This tree may be impacted and experience decline if the driveway portion adjacent to it is removed, due to potential root cutting and equipment/compaction impacts.

Andrew Lueck
Village Forester
Village of Winnetka, Illinois

1390 Willow Road
Winnetka, IL 60093
Phone: (847) 716-3289
Cell: (224) 254-4747
Email: alueck@winnetka.org

GISConsortium

1184 Tower (& 1174 Tower)

0 45 90 ft

Print Date: 6/29/2021

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Attachment 3

WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MEETING MINUTES
MAY 10, 2021

Zoning Board Members Present:	Matt Bradley, Chairman Lynn Hanley Mike Nielsen Max Weigandt
Zoning Board Members Absent:	E. Gene Greable Kimberly Handler
Village Staff:	David Schoon, Director of Community Development Brian Norkus, Assistant Director of Community Development Ann Klaassen, Senior Planner

***

Case No. 21-16-V2: 1184 Tower Road: An application submitted by Ann Hewitt seeking approval of zoning variations to allow construction of additions at 1184 Tower Road. The requested zoning variations would permit the additions to: (i) exceed the maximum permitted front yard lot coverage; (ii) exceed the maximum permitted building size; (iii) provide less than the minimum required front yard setback; (iv) provide less than the minimum required total side yard setback and (v) exceed the maximum permitted front facing attached garage width. The Village Council has final jurisdiction on this request.

Ms. Klaassen identified the proposed additions as well as the property's location, size, zoning classification and photos. She then outlined the proposed variations for front yard lot coverage, maximum permitted building size, front yard and total side yard setbacks as well as the requested variations for the proposed garage addition. Ms. Klaassen then referred the first and second floor plans and front elevation. She informed the Board no additional public correspondence has been received other than one email. Ms. Klaassen noted a draft motion is provided on page 8 of the agenda report and asked if there were any questions.

Chairman Bradley also asked if there were any questions. Ms. Hanley referred to the minimum front yard requirement and asked if there would not be an issue if not for the block's average setback requirement as well as the proposed garage width. Ms. Klaassen responded the proposed garage width is 24.4 feet and the applicant is proposing two front facing garage doors, that comply with the permitted front-facing garage door width. Chairman Bradley referred to the garage width calculations and questioned the garage's depth. Ms. Klaassen stated the garage's location did not play a part in the front yard lot coverage. She then described how the block average applied in terms of the setback calculations. Ms. Hanley asked if maximum front yard lot coverage is different from impermeable lot coverage and Ms. Klaassen described how the front yard lot coverage is calculated. Mr. Weigandt asked if the driveway would become larger and Ms. Klaassen confirmed that is correct and referred to the driveway in the site plan and the plat of survey on page 20.

Chairman Bradley asked if there were any other questions. No additional questions were raised at this time. Chairman Bradley then asked for the applicant to be brought into the meeting.

Mr. Norkus allowed the applicant into the meeting to comment. Chairman Bradley swore in those speaking to this matter. Ann Hewitt read her prepared statement into the record and described the features lacking in the home and describing it as functionally obsolete. She stated if the home was sold, it would likely be sold for the land value and they do not want the home to be torn down. Ms. Hewitt stated the remodeled home would allow for the expansion of its utility and would retain the home's appearance while providing an up-to-date home for them and other families in the future.

Jonathan Gordon, Ms. Hewitt's husband, referred to their attempts to minimize the necessary variations to achieve their objective. Ms. Hewitt stated regarding the Board's driveway concerns, she noted it is shared with the east neighbor and is difficult to enter and exit. She stated the steep apron was installed years ago to mitigate safety issues in terms of pedestrian and vehicular traffic. Ms. Hewitt then referred to page 30 and noted the proposed drive is 428 square feet less than the current driveway due to the setback being moved. Mr. Gordon noted a portion of the garage is sitting on an existing portion of the driveway. Kevin Juneau, the designer of the project, stated in connection with the driveway design and garage, it would contain the minimum amount of space to get out of the garage and exit the driveway.

Chairman Bradley asked for the justification in connection with the garage width. Mr. Juneau described the garage door opening restrictions illustrated on page 29. Chairman Bradley stated the schematics shown are for the Village's standard garage widths. Mr. Juneau described the applicant's difficulties in getting out of the vehicle in the garage as they get older. Mr. Gordon noted the existing garage is 11 feet wide on the inside. He also referred to the Village's intent of eliminating vehicles in driveways. Ms. Hewitt stated their intent is to honor the home's original design and noted there are other homes on Tower Road with circular driveways. She informed the Board there is a hedge of Arbor Vitae which would screen the property from the street and referred to the existing nonconforming issues. Ms. Hewitt also stated it is important to save the trees and minimize water issues. She then stated the proposed additions would not extend very far from the home and identified the home's interior height restraints the proposed additions would solve. Ms. Hewitt then asked if there were any questions. Mr. Gordon referred to page 6 which identified the 7-foot height boundary clearance and stated they want to ensure the home has a future for future buyers.

Chairman Bradley asked if there were any questions from the Board. He then questioned the Arbor Vitae. Ms. Hewitt and Mr. Gordon confirmed there are existing 20-foot Arbor Vitae on the property. No additional questions were raised at this time. Chairman Bradley then asked for public comment.

Chairman Bradley swore in those speaking to this matter. John Kearn, 1174 Tower Road, stated they live to the east of the property and have no objection to the variations requested. Annie Kearn, 1174 Tower Road, referred to the applicant's lower property elevation and the shared driveway. She stated if the driveway is changed, they would not be able to exit the driveway without the use of a portion of the applicant's driveway. Ms. Klaassen confirmed there is no one else in Village Hall to comment.

Mr. Norkus allowed members of the public into the meeting. No comments were made at this time.

Chairman Bradley then called the matter in for discussion. Mr. Nielsen stated the request represented the sum of all parts and all five variations together appear to be a wish list in terms of the home the applicants want. He referred to the standard in connection with the garage and the applicants' preference in terms of convenience. Mr. Weigandt agreed with Mr. Nielsen's comments and agreed it would be difficult to grant a variance for the garage. He commented the home is beautiful and if the home was deemed historic, the applicants may qualify the new additional GFA bonus. Mr. Weigandt

referred to the fact that the home may otherwise be a teardown. Mr. Nielsen referred to the nonconforming existing GFA amount and the requested GFA amount should be doable which would eliminate variation nos. 2 and 5. Ms. Hanley stated she had no issue with the rear addition which would not result in the need for any variations. She agreed that the garage did not need to be as large as is being requested and referred to the small home on a small lot. Ms. Hanley stated she understood the issues with living on Tower Road and she could not get past the two-car garage request adding 600 square feet to the front yard lot coverage. She questioned whether a two-car garage can be done while reducing front yard lot coverage significantly.

Chairman Bradley asked the applicants if consideration was given to locate the garage in the rear. Mr. Juneau identified the garage options they explored and identified the issues its relocation presented. Mr. Weigandt asked if the garage is located in the rear, he questioned the net effect of the remaining variations. Mr. Juneau responded the rear additions are two-story additions and described the issue as form following function. He indicated the 22-foot garage width represented a minimum necessity for the garage to function.

Chairman Bradley referred to the applicants' testimony in their discussion with realtors that the home had no value in its current condition and stated he did not agree with that. He referred to the standard garage width and there are no unique justifications for the garage. Chairman Bradley then stated the upstairs living condition is unique to the home's character and the proposed additions would bring the home up to modern day standards. He then stated he saw no evidence the standards have been met in connection with the garage although there are no practical alternatives for its relocation.
Chairman Bradley asked the Board Members if they felt the applicants should be given the opportunity to remedy the garage width and front yard lot coverage issues which would alleviate the Board's concerns. The Board Members agreed with Chairman Bradley's suggestion. Ms. Hanley also asked for the applicants to consider lowering the front yard lot coverage amount.

Chairman Bradley stated the options are for the applicants to ask for a continuance to a date certain to modify the request based on the Board's comments or for the Board to vote now with a negative recommendation to the Village Council. Mr. Gordon asked for clarification on the Board's recommendation in terms of the impermeable lot coverage calculations. Ms. Klaassen indicated if the garage width is reduced, it is possible there would be a corresponding driveway reduction noting the existing 825 square feet is within the 30-foot front yard area. Ms. Hanley suggested the driveway could be a straight driveway as opposed to having the apron. Mr. Gordon agreed that is possible and noted the second curb cut would need to remain for the Kearns. Ms. Hewitt informed the Board they considered that alternative and the Kearns use the driveway due to its steep slope. Mr. Gordon then informed the Board the sidewalk slope would have to be changed to correct the driveway sloping condition.

Mr. Juneau asked if the garage width was changed to address the Board's concern whether the remainder of the variation requests can be approved contingent on the garage's size. Chairman Bradley questioned whether that is possible due to the variations' relationship. Mr. Juneau stated reducing the garage to 22 feet would help the applicants continue on with the project's design and construction.

Mr. Schoon stated the Board could recommend approval on four of the five variations with the applicants making their argument to the Village Council with regard to front yard lot coverage. Ms. Hewitt stated they would like to ask for a continuance. Mr. Schoon confirmed the next meeting date is June 14, 2021.

Chairman Bradley asked for a motion to continue the request. Ms. Hanley moved to continue the matter to June 14, 2021. The motion was seconded by Mr. Nielsen. A vote was taken and the motion unanimously passed, 4 to 0:

AYES: Bradley, Hanley, Nielsen, Weigandt

NAYS: None

***

WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MEETING MINUTES
JUNE 14, 2021

Zoning Board Members Present:	Matt Bradley, Chairman Kate Casale MacNally Kimberly Handler Lynn Hanley Mike Nielsen Todd Vender
Zoning Board Members Absent:	Max Weigandt
Village Staff:	David Schoon, Director of Community Development Kristen Kazenas, Assistant Village Manager Ann Klaassen, Senior Planner

***

Case No. 21-16-V2: 1184 Tower Road (*Continued from the May 10, 2021 meeting*): An amended application submitted by Ann Hewitt seeking approval of zoning variations to allow construction of additions at 1184 Tower Road. The requested zoning variations would permit the additions to: (i) exceed the maximum permitted front yard lot coverage; (ii) exceed the maximum permitted building size; (iii) provide less than the minimum required front yard setback; and (iv) provide less than the minimum required total side yard setback. The plans have been amended to eliminate the previously requested zoning variation to exceed the maximum permitted width of a front facing attached garage and to reduce the requested variations for the front yard lot coverage and maximum building size. The Village Council has final jurisdiction on this request.

Ms. Klaassen described the variations being requested and identified the variations that are no longer required. She then referred to the Board's previous discussion relating to minimizing the requested variations and described the changes made to the application which resulted in the garage width reduction and driveway area reduction. Ms. Klaassen noted the front yard setback and total side yard setbacks remain unchanged and identified the revised first floor plan. She also referred to the second floor plan and the proposed front elevation. Ms. Klaassen then stated other than the one email included in the agenda materials, no additional correspondence has been received and there are no members of the public at the Village Hall to comment. She stated after public comment and Board discussion, the Board may make a recommendation to approve or deny the request with a draft motion included on page 6 of the agenda packet and asked if there were any questions.

Chairman Bradley also asked if there were any questions. No questions were raised at this time. Ms. Kazenas allowed Kevin Juneau, the architect, into the meeting. Chairman Bradley then swore in those speaking to this matter. Ann Hewitt stated following the Board's comments, they made substantial changes to the proposed plans. She then referred to page nos. 13 and 40 in the agenda materials which addressed their response to the standards.

Chairman Bradley asked if there were any questions. Ms. Handler asked the applicant to address why the garage could not be placed in the rear. Ms. Hewitt responded it is due to the side lot coverage conformance which did not allow for a driveway to be installed on either side of the home. Mr. Juneau

referred the Board to the site plan on page 3, Figure 2 and stated in addition to requiring part of the home to be removed to allow for the driveway, he described the difficulty in accessing a garage in that location as well as requiring a large tree to be removed. Ms. Handler asked if they considered a tandem garage. Ms. Hewitt responded they did but it would not address the front yard lot coverage problem. Mr. Juneau stated a tandem garage would not be attractive to the marketplace and would affect the views from the rear of the home and require a large tree to be removed. Ms. Handler asked if they considered altering the circular drive to reduce the amount of impermeable lot coverage. Ms. Klaassen identified the area which impermeable lot coverage would still be affected. Ms. Hewitt referred to page nos. 17 and 18 and identified the circular driveway that they and their neighbors use due to Tower Road being a very busy street. Jonathan Gordon referred to the curb cut shared with the neighbors and described how their neighbors share the driveway.

Chairman Bradley asked if there were any other questions. Ms. Hanley suggested alternatives to reduce the amount of front yard lot coverage and commented that 69% of front yard lot coverage is too much. Mr. Juneau referred the Board to Exhibit B and explained how that area is needed and how reducing it further would not work. Ms. Hanley stated the neighbors' use of the applicants' driveway did not have any bearing on the request.

Chairman Bradley asked if the reductions to the requested front yard lot coverage and GFA are a by-product of the garage size reduction. Mr. Juneau confirmed that is correct noting the driveway was reconfigured. Chairman Bradley asked what the minimum amount of surface is required to turn around and exit the driveway and Mr. Juneau responded 24 feet is needed to back up and make a turn. Ms. Handler asked if the grade issue is not a factor accessing the west end and referred to Exhibit B. Ms. Hewitt confirmed that is correct. Ms. Handler then asked if they considered a port cochere. Mr. Gordon responded they did but there would still be an effect on accessing the garage. He then referred to how the average setback is calculated and they are only asking for an additional 5 feet noting the driveway is currently nonconforming. Mr. Gordon reiterated how the project was changed to address the Board's concerns which include a conforming garage.

Chairman Bradley then asked for public comment. Ms. Kazenas allowed members of the public into the meeting to comment. She confirmed no comments were made by the public. Chairman Bradley then called the matter in for discussion.

Ms. Handler stated she is troubled by the 69% front yard lot coverage variance and the garage would be very prominent in the front yard. She stated there are alternatives to achieve a two car garage. Ms. Handler then stated she would not be in favor of recommending approval. Ms. Hanley agreed with Ms. Handler's comments and she would not be in favor of recommending approval. Mr. Nielsen agreed with the comments made and referred to the Board's previous discussion that reducing the garage's size would remedy the other issues. He then stated he would not be in favor of recommending approval. Chairman Bradley stated he did not have an issue with GFA which would help preserve homes of this type. He stated the property is unique in that the front yard setback issue is an issue considering the other homes on the block. Chairman Bradley then stated viable alternatives have been considered and for the driveway to be reconfigured would be too large of an ask. He stated while he understood Ms. Hanley's comments, he is leaning towards voting in favor of the request and identified the standards he felt were met. Ms. Casale MacNally stated the applicants considered the plan over a number of years and are trying to save the home. She referred to the curb cut situation and for the reasons Ms. Hanley stated, 69% represented a big variation and referred to the flood gate that could result. Ms. Casale MacNally then stated while she appreciated the applicants' changes, she could not support the request.

Mr. Vender stated after reviewing the property and materials and while the coverage is a lot, he referred to the amount of traffic on Tower Road as well as the shared driveway which he described as unique, and he would be in favor of the request.

Mr. Schoon confirmed four votes are necessary to pass the motion. Chairman Bradley informed the applicants of their options to move forward with a negative recommendation to the Village Council or continue the matter to a date certain to allow the applicants to address the front yard lot coverage issue and consider any viable options. The applicants confirmed they would like to continue the matter to the next meeting. Mr. Gordon asked the Board to confirm what they would like to see as an alternative since the front yard lot coverage overage is existing nonconforming. Ms. Klaassen confirmed the garage did not contribute to the front yard lot coverage overage. Chairman Bradley informed the applicants there is not a specific figure that would need to be achieved to satisfy the Board.

Chairman Bradley then asked for a motion to continue Case No. 21-16-V2 to the July 12, 2021 meeting. Ms. Casale MacNally moved to continue the matter to the July 12, 201 meeting. Ms. Handler seconded the motion. A vote was taken and the motion passed, 6 to 0:

AYES: Bradley, Casale MacNally, Handler, Hanley, Nielsen, Vender
NAYS: None

***

WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MEETING MINUTES
JULY 12, 2021

Zoning Board Members Present:	Matt Bradley, Chairman Kimberly Handler Lynn Hanley Kate Casale MacNally Mike Nielsen Todd Vender
Zoning Board Members Absent:	Max Weigandt
Village Staff:	David Schoon, Director of Community Development Ann Klaassen, Senior Planner

***

<u>Case No. 21-16-V2: 1184 Tower Road</u> (*Continued from the May 10, 2021 and June 14, 2021 meetings*): An *amended* application submitted by Ann Hewitt seeking approval of zoning variations to allow construction of additions at 1184 Tower Road. The requested zoning variations would permit the additions to: (i) exceed the maximum permitted front yard lot coverage; (ii) exceed the maximum permitted building size; (iii) provide less than the minimum required front yard setback; and (iv) provide less than the minimum required total side yard setback. The Village Council has final jurisdiction on this request.

Ms. Klaassen noted the request was continued twice and that the applicant's plans have not changed since the June 2021 meeting. She referred to the items on which the Board previously focused, possible alternatives and the driveway reconfiguration. Ms. Klaassen reiterated that the front yard lot coverage variation applied to the minimum north 30-foot front yard and not the 38-foot front yard average. She then identified the June 2021 plan which represented a 137.5 foot reduction in connection with the original plan presented at the May 2021 meeting. Ms. Klaassen informed the Board the Village Forester met with the applicants and the east neighbor to discuss the tree impact with regard to driveway construction with the Village Forester explaining the effect on trees with the proposed garage construction or relocation in an email included in the packet. Ms. Klaassen then stated after Board discussion and public comment, a Board Member may wish to make a motion as indicated on page 6 and asked if there were any questions.

Ms. Hanley asked if the garage were eliminated from the project, would the applicants still need any variations. Ms. Klaassen confirmed if the garage were removed from the request, a variation would not be needed.

Chairman Bradley swore in those speaking to this matter. Ann Hewitt and Jon Gordon introduced themselves to the Board. Ms. Hewitt acknowledged their responsibility in falling short in their attempt to provide a complete picture which would allow the Board to understand the unique circumstances surrounding their request. She stated they hired Daniel Lesus Architects whom they used for their 2011 renovation to determine the design presented was the best alternative in terms of the concerns. Ms. Hewitt stated Mr. Lesus agreed with Mr. Juneau's design. She then went over the Board's previous concerns and the changes made to their proposal.

Daniel Lesus stated he is present to address the Board's questions and concerns and he has additional drawings and site plans of different design options following an extensive consideration of alternatives. He identified three important conditions relating to the request including: (i) the shared driveway access with the neighbor and the effect on the trees, (ii) the safety issues relating to Tower Road and (iii) the mature trees on the site. Mr. Lesus then referred to an illustration in further explanation of these conditions. He then referred to the ordinance change for front yard lot coverage done years ago to eliminate vehicles parking in the front of homes and how it should not apply in this situation. He also described the hardships involved in the request along with those on the neighboring property. Mr. Lesus referred to an illustration which described the layout in terms of front yard lot coverage including the number of trees which would have to be removed with an alternative proposal. He added with regard to the calculations in using a detached garage, the amount of impervious coverage would amount to 98%.

Chairman Bradley asked if there were any other questions. No questions were raised at this time. Chairman Bradley then asked for public comment. Annie Kearn, 1174 Tower Road, stated they have lived in their home for 40 years and explained to the Board how they would not be able to access their property without the use of the shared drive.

Chairman Bradley then called the matter in for discussion. He stated the visuals helped put the request more into context noting the Board's greatest concern which related to front yard lot coverage and garage placement. Chairman Bradley referred to the replacement of the driveway and greenspace and stated the standards have been met and he would be in support of the request. Ms. Handler agreed the additional greenspace alleviated some of her concerns. She referred to other trees which would be impacted due to the large nature of the project and referred to the Village Forester's memo. Ms. Handler then stated she is undecided. Mr. Vender agreed the additional images helped and referred to the neighbor, safety and overall coverage and stated he is in favor of the request. Mr. Nielsen referred to the tree closest to the home being identified as the only tree which would be removed noting others would not be damaged or removed. He stated for the front of the home not becoming a large parking lot and safety concerns, he is undecided as well. Mr. Nielsen then stated one large tree being removed is a huge deal and the expansion of greenspace in the front and he is leaning toward approval. Ms. Casale MacNally stated she is troubled by no revisions being done to the plans from last time and appreciated the new visuals. She agreed tree preservation is important and the focus on the Village Forester's email and trees to be removed, the impacts could be very intense. Ms. Casale MacNally then stated she did not feel the standards have been met and the amount of variation being request is a lot and would induce similar requests from other neighbors. Ms. Hanley stated she would be against the request for the reasons stated and while she appreciated the applicant's concerns, that is not a hardship. Ms. Hanley also stated a 70% variation for a two car garage is a lot and denying the variation would not make the property unusable and the standards have not been met. Ms. Hewitt further explained their position in that the steep apron made backing out difficult which other properties on Tower Road did not have.

Chairman Bradley explained how the property is existing nonconforming which contributed to a significant portion of the 69% overage. He then stated there appeared to be two Board Members in favor, two against and two undecided. Ms. Handler and Mr. Nielsen both agreed to vote in favor of the request. Chairman Bradley then asked for a motion to recommend approval as indicated on page 6. Mr. Vender moved to recommend approval and the motion was seconded by Mr. Nielsen. A vote was taken and the motion passed, 4 to 2:

AYES: Bradley, Handler, Nielsen, Vender
NAYS: Casale MacNally, Hanley

1 ***

Agenda Item Executive Summary

Title: 880 Willow Garage Variation - Policy Direction (Continued from 7/20 Meeting)

Presenter: David Schoon, Community Development Director

Agenda Date: 09/09/21

Consent: ☐ YES ☑ NO

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

Item History:

04/08/2021 - Village Council considered the Zoning Board of Appeals (ZBA) recommendation of denial regarding variations requested to allow construction of a detached garage.

06/01/2021 - At the request of the Applicant, the item was continued to the July 6, 2021 Council meeting, which was subsequently canceled.

07/20/2021 - At the request of the Applicant, the item was continued to the September 9, 2021 Council meeting.

Executive Summary:

On September 9, the Village Council is scheduled to continue its consideration of the ZBA's recommendation regarding an application submitted by Julian Cazacu (the "Applicant") as the property owner of 880 Willow Road (the "Subject Property"). The Applicant is requesting approval of variations to exceed the maximum permitted roofed lot coverage and impermeable lot coverage to allow construction of a one-car detached garage and expansion of the existing driveway.

At the April 8 Council meeting, after hearing the comments and concerns of the Council, the Applicant requested a continuance until the June 1 Council meeting to have an opportunity to address the concerns that were raised by the Council. The continuance was granted by the Council. The Applicant requested a second continuance prior to the June 1 Council meeting in order to have additional time to work with their civil engineer and Village Engineering staff to explore the installation of a designed permeable surface to help reduce the extent of the impermeable lot coverage variation being requested. The second continuance was granted by the Council. The Applicant requested a third continuance at the July 20 Council meeting so that their legal counsel could be present. The Council granted the third continuance.

The Applicant has now provided civil engineering plans reflecting the proposed installation of a designed permeable paver surface to replace the existing driveway and patio, which plans are included in Attachment 1. Village Engineering staff has reviewed the proposed permeable paver surface and has determined that the surface meets the standards in order to receive the 25% allowance for calculating impermeable lot coverage. Therefore, the proposed driveway and patio, which measures 1,491.23 square feet constitutes 1,118.42 square feet of impermeable lot coverage (ILC).

Based on the revised plan to install a designed permeable paver surface, the zoning relief that is now necessary to approve the proposed detached garage as well as the proposed driveway and patio improvements is as follows:

1. Roofed Lot Coverage (RLC) of 1,477.56 square feet, whereas a maximum of 1,236.8 square feet is permitted, a variation of 240.76 square feet (19.47%) [Note: The site currently contains 1,225.8 square feet of RLC. The proposed garage would add 251.76 square feet of RLC]; and
2. Impermeable Lot Coverage (ILC) of 2,786.73 square feet, whereas a maximum of 2,473.61 square feet is permitted, a variation of 313.12 square feet (12.66%) [Note: The site currently contains 2,774.99 square feet of ILC. The proposed improvements would add 11.74 square feet of ILC].

Executive Summary (continued):

Based on the civil engineering plans, the existing ILC exceeds the maximum permitted by 301.38 square feet. A building permit issued in 2019 required approval of zoning variations; however, the approvals did not include an ILC variation. It appears narrow strips of what was originally to be permeable surfaces were covered with pavers along both sides of the driveway and between the driveway and front walk. Since previous zoning relief was not granted to allow this overage, if the Village Council decides not to grant the current variation requests, the Council will need to decide whether (a) to grant a variation for just the existing 301.38 square feet of ILC that exceeds the maximum amount allowed or (b) to require the Applicant to remove it to comply with the ILC limitation.

Given the concern related to stormwater, it is important to note that the proposed improvements are required to provide detention for all of the ILC added since 2019. Stormwater detention was not required in 2019 because the ILC on the lot was not being increased by at least 25%. However, since additional ILC was added subsequent to approval of the permit, the required detention is based on the ILC that existed on the Subject Property prior to 2019 and what is currently proposed. Therefore, all of the additional ILC added since 2019 is now required to provide stormwater detention. The submitted engineering plans provide the additional required detention. Should the Village Council grant the requested variations, the Applicant will be required to submit and receive approval of a building permit application for the proposed improvements.

ZONING BOARD OF APPEALS REVIEW

The ZBA considered the request on February 8, 2021. After hearing from the Applicant, and no members of the public, by a vote of 5-0, the ZBA recommended denial of the application. The members thought that a garage should have been considered by the Applicant in 2019 when he was before the ZBA and Village Council for approval of zoning variations to allow construction of the existing residence. The members also expressed concern that the residence was given significant zoning relief in 2019 and if a garage had been considered at that time, the size of the residence would be smaller than it is, in order to accommodate a garage. It should be noted that a detached garage did exist on the Subject Property and was removed as part of the plans approved in 2019. Details of the request can be found in the attached staff report to the ZBA from the February 8, 2021 ZBA meeting (Attachment 2). Minutes of the ZBA meeting are included as Attachment 3.

Given the Zoning Board of Appeals has forwarded a recommendation for denial, the passage of any ordinance granting the variation shall require the favorable vote of four Village Trustees.

Recommendation:

Staff requests policy direction from the Village Council regarding the requested relief. If the Council is ready to make a decision, does the Council find it appropriate to approve the requested variations from the Zoning Ordinance to exceed the permitted roofed lot coverage and impermeable lot coverage? Whatever decision the Council makes, the Council will need to direct staff to prepare the necessary documents to either approve or deny the requested variations.

Attachments:

1. June 29, 2021 Civil Engineering Plans and Letter Provided by Applicant
2. February 2, 2021 ZBA Staff Report and Attachments
3. Excerpt of February 8, 2021 ZBA Meeting Minutes
4. Written Comments from Public Submitted by Applicant
5. Bills of Sale Submitted by Applicant

ATTACHMENT 1

CIVILAND, PLLC
7017 N Tripp Ave.
Lincolnwood, IL. 60712
847.877.6900
info@civilandllc.com

CiviLand LLC
Design Firm 184.008369
www.civilandllc.com

June 29, 2021

Village of Winnetka
Department of Community Development
Zoning Board of Appeals

RE: 880 Willow Rd., Winnetka, IL. 60093 / Updated

Please be advised that our firm has been retained by the owner, Iulian Cazacu, to provide civil engineering consultations related to this proposed improvement.

The owner would like to build a one car garage and that addition would exceed the allowable impermeable surface limit set by the village at 50% of the lot. The village allows for an exemption to the rule for 'design permeable surfaces' counted as 75% coverage. The owner has decided to use this type of semi-permeable surface to reduce the stormwater impact.

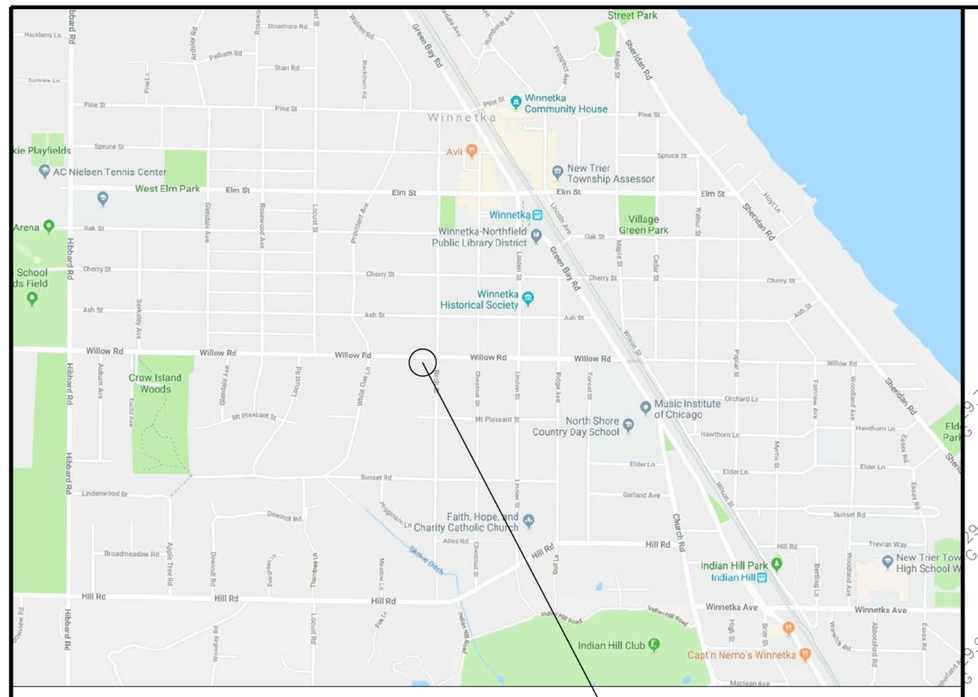
Civil engineering design plans were prepared and developed in close consultation with the village's engineering department such that the allowable coverage was reduced. In addition, a detention system is proposed that would restrict the flow from the site to the storm system, further reducing the impact from the garage addition.

As a side note, please consider that a linear application of the 50% impervious cover creates two classes of owners, divided by lot size. A larger lot size allows for a better use and enjoyment of a residential property compared to a smaller lot. An updated ordinance on this subject (similar to the one used in Wilmette) would provide a more equitable land coverage distribution and a guaranteed constitutional right of equal use and enjoyment of private property.

Should you have any questions or require additional information, please contact me at 847-877-6900.

Sincerely,

Sabin Olteanu, PE



PROJECT LOCATION

LEGEND AND SYMBOLS

- MAILBOX
- Splice Box Above Ground
- INLET
- MANHOLE
- CATCH BASIN
- CLEAN OUT
- OVERLAND FLOW
- STREET LIGHT
- SHADE TREE
- EXIST. SPOT GRADE EL.
- PROP. SPOT GRADE EL.
- EXIST. UTILITY POLE
- DS DOWNSPOUTS

The Contractor/Developer hereby agrees to defend, indemnify and hold harmless the Village of Winnetka, their agents, officials and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgement costs, and expenses, etc., which may accrue against the Village of Winnetka in consequence of granting permission to work within the Village of Winnetka. The developer/contractor shall at their own expense appear, defend and pay all attorney fees and all costs and other expenses arising therefore or incurred in connection therewith, and satisfy and discharge any judgement which shall be rendered against the Village of Winnetka, their agents, officials and employees.

Signed: 03/12/2019
Julian G Cazacu
312-888-5981
juliangabriel81@yahoo.com

PLANS PREPARED BY:

SABIN OLTEANU, PE
7017 N Tripp Ave.
Lincolnwood IL 60712
847-877-6900
sabin.olteanu@gmail.com

SABIN C. OLTEANU — No. 062-056303 — REGISTERED — STATE OF ILLINOIS — PROFESSIONAL ENGINEER

Expires: 11/30/2021

EVERY CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE SAFETY LAWS, REGULATIONS AND ORDINANCES; AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS AND WITH ALL PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS.

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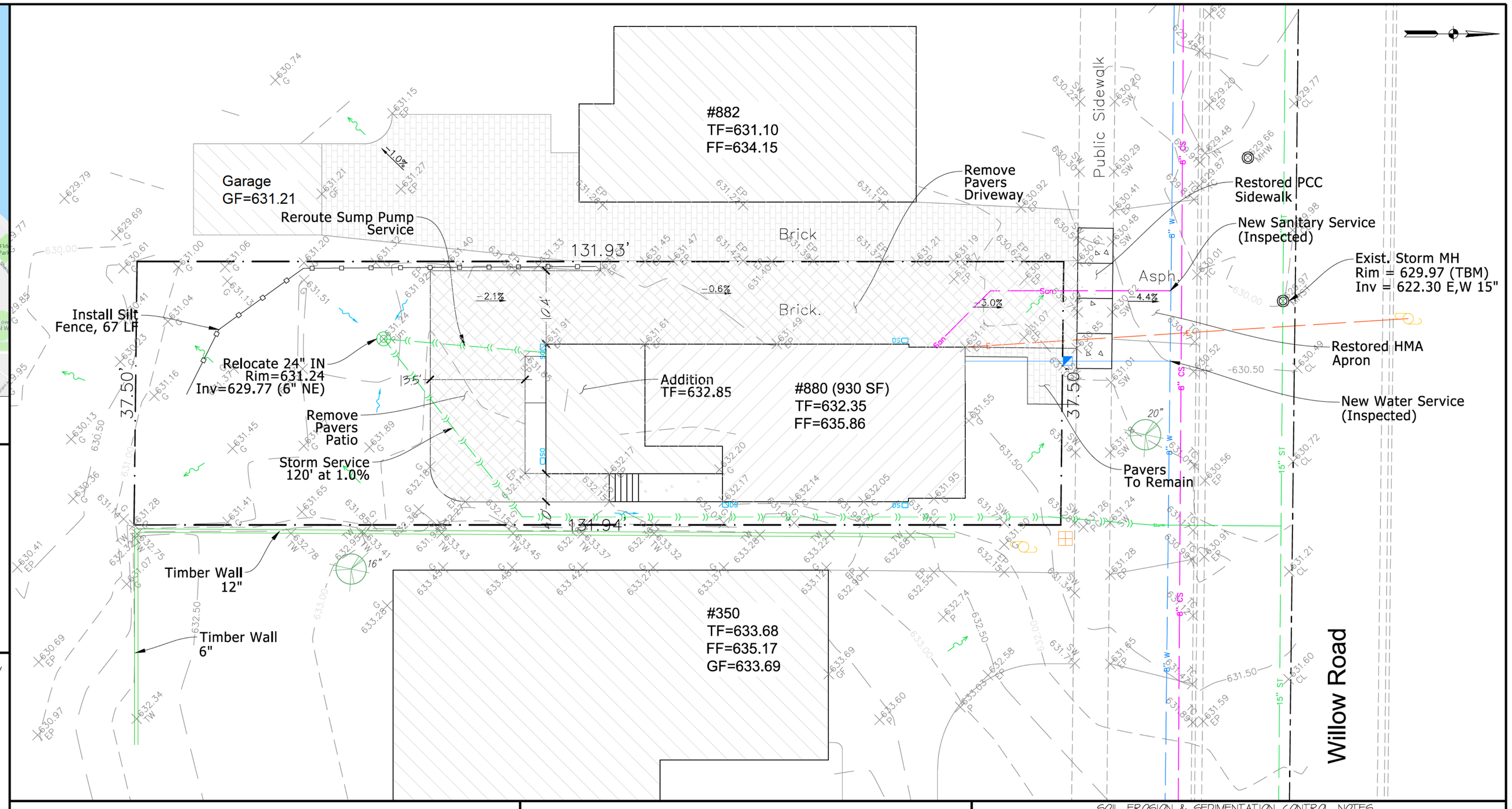
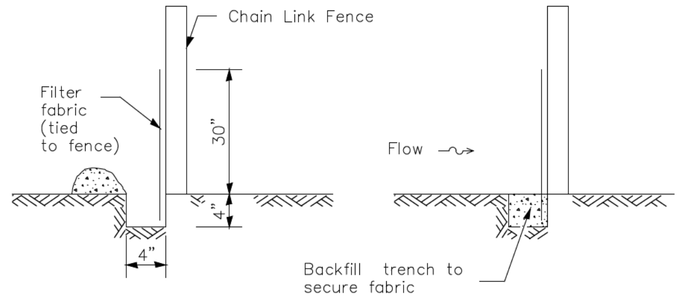
EVERY CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE ALL REQUIRED INSURANCE TO THE LIMITS REQUIRED BY THE OWNER AND THE LOCAL, COUNTY OR STATE GOVERNMENT AGENCY.

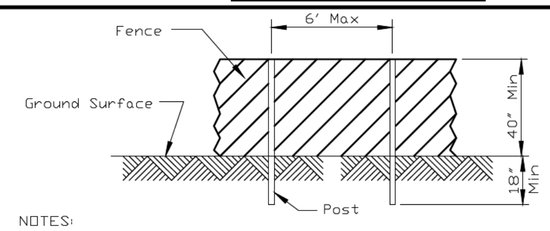
Agenda Packet 200

Date: Jul 24, 2021 - 8:16pm Usr: ID: Sabin
File: D:\2019\880 Willow, Winnetka\Drawings\Exist 880 Willow 2021.dwg





SILT FILTER FENCE



NOTES:
1. The fence shall be located a minimum of 1 foot outside the drip line of the tree to be saved and in no case closer than 5 feet to the trunk of any tree.
2. Fence posts shall be either standard steel posts or wood posts with a minumum cross sectional area of 3.0 sq. in.
3. The fence may be either 40" high snow fence, 40" plastic web fencing or any other material as approved by the engineer/inspector.

TREE POST AND FENCE DETAIL

Notes:

1. FIELD VERIFY EXISTING UTILITY LOCATIONS.
2. CALL JULIE LOCATES PRIOR TO ANY EXCAVATION WORK.
3. PROTECT PARKWAY TREE.
4. NO CHANGES TO SURFACE DRAINAGE PATTERNS ARE ALLOWED.

EXISTING Impervious Surface Calculations (2021):

LOT AREA (SF)	Exist. Imp. Surf. (SF)
4,947.37	
Main House + Addition	1,228.07
Brick Pavers Drive	1,061.25
Patio	350.55
Walks / Stoops	135.12
Exist. Impervious Surface Area	**2,774.99**
% Exist. Impervious Surface Area	**56.09%**

SOIL EROSION & SEDIMENTATION CONTROL NOTES

Soil disturbance shall be conducted in such a manner as to minimize erosion. Soil stabilization measures shall consider the time of year, site conditions and the use of temporary or permanent measures.
Soil erosion and sediment control features shall be constructed prior to the commencement of upland disturbance.
Temporary soil stabilization shall be applied to topsoil stockpiles and disturbed areas, where construction activity will not occur for a period of more then 14 calendar days. The sediment control measures shall be maintained on a continuing basis until the site is permanently stabilized and all inspections are complete. Permanent stabilization shall be done within 14 days after completion of final grading of soil.
All temporary And permanent erosion control measures shall be removed within 30 days after final site stabilization is achieved or after the temporary measures are no longer needed. Trapped sediment and other disturbed soil areas shall be permanently stabilized.
Final site stabilization is defined by the EPA general permit as meaning that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70% of the cover for unpaved areas not covered by permanent structures has been established or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.
All storm sewer structures that are, or will be, functioning during construction shall be protected, filtered, or otherwise treated to remove sediment. The general contractor shall use "Catch-All" inlet protectors (or equal) and filter wattles around the grate in landscaped areas and "Catch-All" inlet protectors in paved areas to prevent siltation.
Install and maintain silt fence at the perimeter of the construction zone and wetland areas. Maintain silt fence throughout construction and until vegetation has been fully established.
The erosion control measures indicated on the drawings are the minimum requirements. Additional measures may be required as directed by the engineer or governing agency.
Concrete washout shall conform to the "Temporary Concrete Washout Facility" Standards (Code 954) of the Illinois Urban Manual, Latest Edition.

Project TBM
ELEV = 629.97
Top of MH lid of storm sewer manhole, in the center of Willow Rd. and in front of property, as shown.

Village BM No. 20-EC
Land Survey Monument at the intersection of Willow Rd with Ridge Ave, at East 1/4 Corner of Section 20-42-13.
Elev. 646.49

SUBMITTALS

DATE	REMARKS
06/21/2021	CURRENT CONDITIONS
10/15/2020	UPDATED AS PER SITE CONDITION
08/31/2020	FOR PERMIT REVIEW

EXIST. TOPOGRAPHY (2021)

880 Willow Road
Village of Winnetka
PIN 05-20-400-022-0000

DESIGNED BY: SCO
PROJECT NO.: 19880
DATE: 08/31/2020
SCALE: 1:10 (FULL) 1:20 (11X17)
SHEET 1 OF 2

Notes:

1. All sump pump discharge lines shall be provided with a minimum of a three-inch (3") air gap prior to entering the storm drainage system.
2. All downspouts shall drain onto the ground unless doing so will result in an adverse affect on other private or public properties from such drainage.
3. All excavation made in grassed parkways shall be replaced with sod surface.
4. Sidewalks constructed over utility trenches shall have three equally spaced, epoxy coated #4 rebars centered in the sidewalk over the trench.

Proposed Impervious Surface Calculations:

LOT AREA (SF) 4947.37 50% MAX. ALLOWED (SF) 2473.685	Prop. Imp. Surf. (SF)	75% Design Permeable Surf. (SF)
Main House + Addition	1,228.07	1,228.07
Brick Pavers Drive + Patio	1,491.23	1,118.42
Proposed Garage	252.00	252.00
Concrete Apron & Walk	53.36	53.36
Walks / Stoops	135.12	135.12
Prop. Impervious Surface Area	**3,159.78**	**2,786.97**
% Prop. Impervious Surface Area	**63.9%**	**56.3%**

Volume Control Calcs

Impervious Area (SF)	3,159.78
Rain Depth (Inches)	1
Suggested Residential Storage (CF) (1-inch)	263.32
Pervious Pavers Area (SF)	1,491.23
Clean Layer Agg. Depth (FT)	0.50
Aggregate Porosity	0.36
Proposed Storage, 6" (CF)	268.42

The proposed grade changes will not cause surface water runoff to be diverted onto or detained on abutting or nearby property, will not significantly alter existing drainage patterns and will not increase or concentrate storm water runoff onto abutting or nearby property.

SABIN OLTEANU, PE
7017 N Tripp Ave.
Lincolnwood IL 60712
847-877-6900
sabin.olteanu@gmail.com

SABIN C. OLTEANU REGISTERED No. 062-056303 STATE OF ILLINOIS PROFESSIONAL ENGINEER

Expires: 11/30/2021

Julian G Cazacu
312-888-5981
juliangabriel81@yahoo.com

All work shall be designed and constructed in accordance with the following references as they apply:

1. Standard Specifications for Road and Bridge Construction", Illinois Department of Transportation, latest edition.
2. "Manual for Structural Design of Portland Cement Concrete Pavement", Illinois Department of Transportation, latest edition.
3. "Manual of Instructions for the Structural Design of Flexible Pavements on Projects involving MFT, FAS and FAUS Funds", Illinois Department of Transportation, latest edition.
4. "Design Manual", Illinois Department of Transportation, latest edition.
5. Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.
6. MWRDGC Manual of Procedures, latest edition.
7. IEPA Illinois Urban Manual, latest edition.

EVERY CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE SAFETY LAWS, REGULATIONS AND ORDINANCES; AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS AND WITH ALL PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS.

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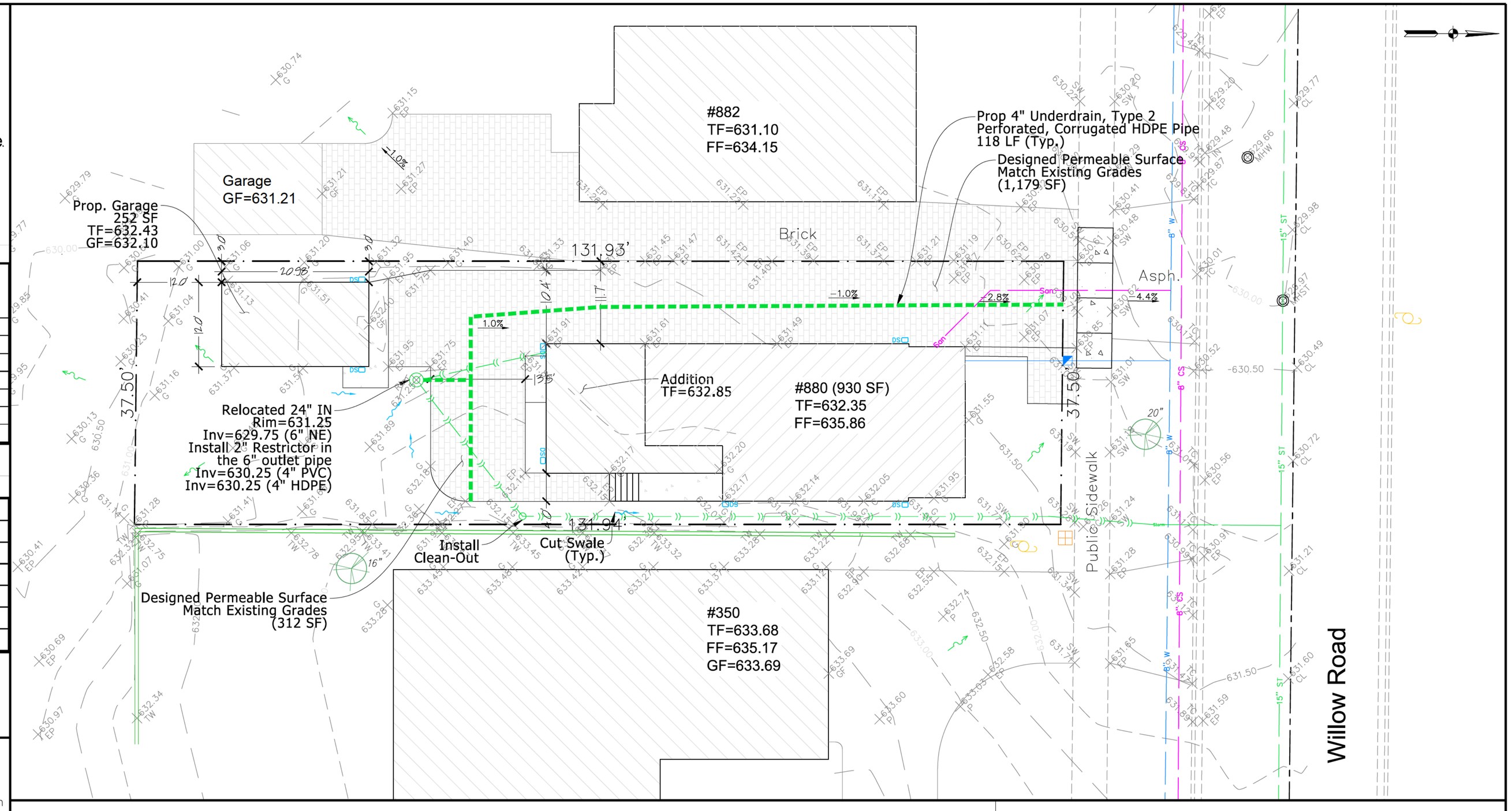
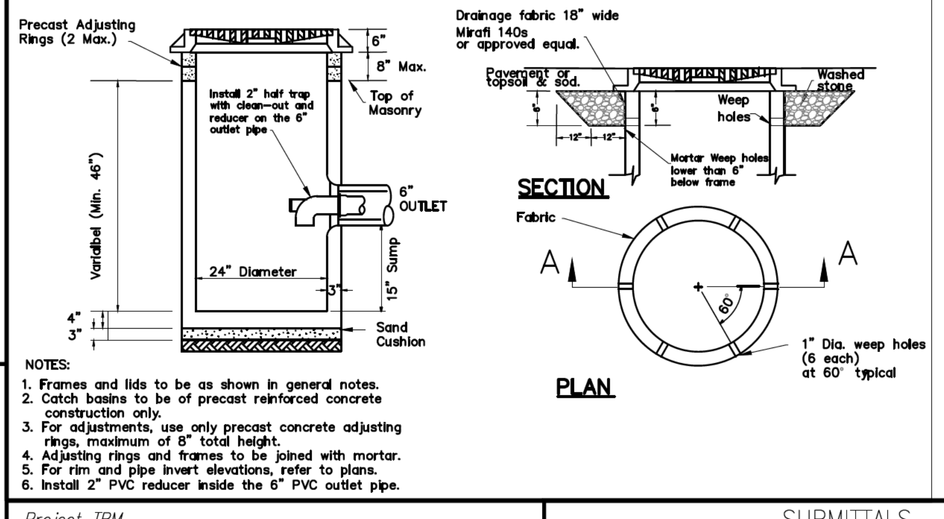
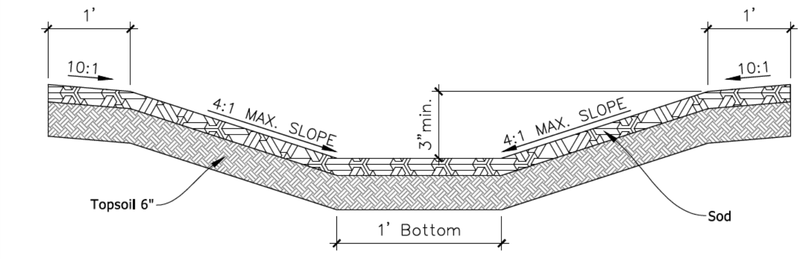


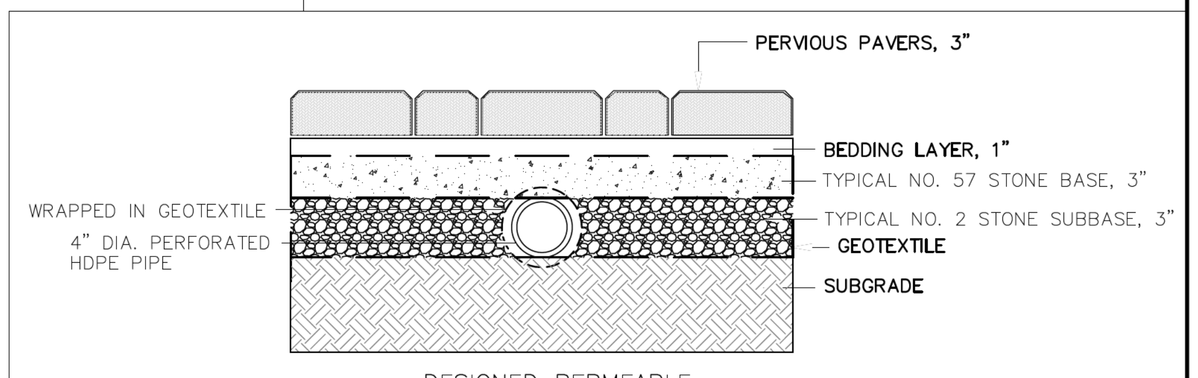
24" TYPE C CATCH BASIN



NOTES:
1. Frames and lids to be as shown in general notes.
2. Catch basins to be of precast reinforced concrete construction only.
3. For adjustments, use only precast concrete adjusting rings, maximum of 8" total height.
4. Adjusting rings and frames to be joined with mortar.
5. For rim and pipe invert elevations, refer to plans.
6. Install 2" PVC reducer inside the 6" PVC outlet pipe.



SODDED SWALE
NO SCALE



DESIGNED PERMEABLE SECTION

Project TBM
ELEV = 629.97
Top of MH lid of storm sewer manhole, in the center of Willow Rd. and in front of property, as shown.

Village BM No. 20-EC
Land Survey Monument at the intersection of Willow Rd with Ridge Ave, at East 1/4 Corner of Section 20-42-13. Elev. 646.49

SUBMITTALS

DATE	REMARKS
06/29/2021	UPDATED PLAN W/RESTRICTOR
06/21/2021	REVISED PLAN
10/15/2020	UPDATED AS PER SITE CONDITION
08/31/2020	FOR PERMIT REVIEW

PROP. IMPROVEMENTS (2021)

880 Willow Road
Village of Winnetka
PIN 05-20-400-022-0000

DESIGNED BY: SCO
PROJECT NO.: 19880
DATE: 08/31/2020
SCALE: 1:10 (FULL) 1:20 (11X17)
SHEET 2 OF 2

Agenda Packet 201

Date: Jun 29, 2021, 9:49am User ID: Sabin
File: D:\2019\880 Willow, Winnetka\Drawings\Prop 880 Willow 2021.dwg

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS

FROM: ANN KLAASSEN, SENIOR PLANNER

DATE: FEBRUARY 2, 2021

SUBJECT: 880 WILLOW ROAD – VARIATIONS (CASE NO. 21-03-V2)

INTRODUCTION

On February 8, 2021, the Zoning Board of Appeals is scheduled to hold a virtual public hearing, in accordance with social distancing requirements and Governor Pritzker's Executive Orders and Senate Bill 2135, on an application submitted by Julian Cazacu (the "Applicant") as the owner of the property located at 880 Willow Road (the "Subject Property"). The Applicant requests approval of the following zoning variations to allow construction of a detached garage and expansion of the existing driveway on the Subject Property:

1. Roofed Lot Coverage (RLC) of 1,477.56 square feet, whereas a maximum of 1,236.8 square feet is permitted, a variation of 240.76 square feet (19.47%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 1,225.8 square feet of RLC. The proposed garage would add 251.76 square feet of RLC]; and
2. Impermeable Lot Coverage (ILC) of 3,058.56 square feet, whereas a maximum of 2,473.61 square feet is permitted, a variation of 584.95 square feet (23.65%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 2,649.8 square feet of ILC. The proposed improvements would add 408.76 square feet of ILC].

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 January 21, 2021. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant a variation to exceed the maximum permitted impermeable lot coverage by more than 20%.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.11 acres in size, is located on the south side of Willow Road, between Birch Street and White Oak Lane, and contains an existing two-story residence (see Figure 1 on the following page). The property is zoned R-2 Single Family Residential, and it is bordered by R-2 Single Family Residential to the south, east and west, and R-5 Single Family Residential to the north (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 in that it is only 4,947.22 square feet in lot area, while the minimum required lot area in the R-2 District is 24,000 square feet. The area of the lot is only 20% of the minimum required lot area. Additionally, the required minimum average lot width is 100 feet, while the existing lot is only 37.49 feet wide, and the required minimum lot depth is 200 feet, while the existing lot is only 131.93 feet deep. As you will note in Figure 1 below, this lot and the one to the east and three to the west are all legally non-conforming lots in the R-2 District. This area was originally subdivided in 1879 into nine lots, each of which were 25 feet wide and one that was 30.8 feet wide. Over time these lots have been combined into their current configurations. Also overtime, zoning regulations have been revised and amended which has led to these properties being legally non-conforming lots. It should be noted that all together these five existing lots are approximately 30,500 square feet.

Figure 1 – Aerial Map

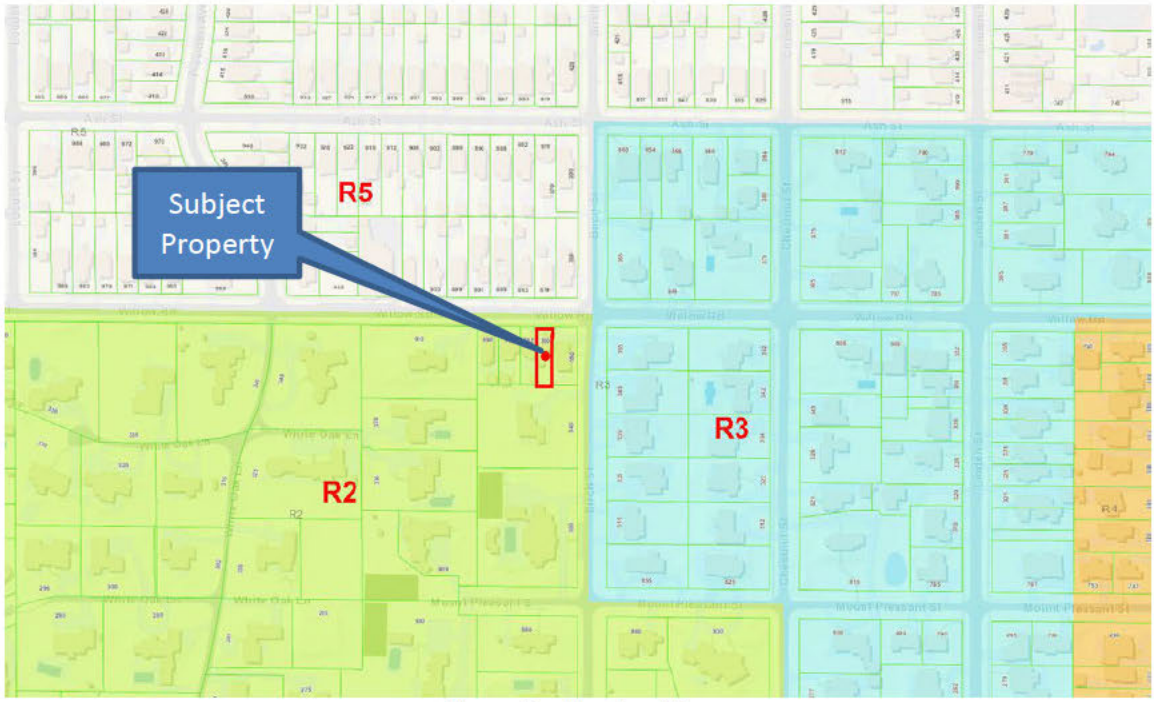


Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

After the following series of events, construction of the existing residence was completed in 2020. The Applicants acquired the property in January 2019. In April 2019, the Applicant was issued a building permit to build a two-story addition and remodel the residence. At that time plans called for the demolition of an existing detached one-car garage, with no plans to replace the garage. On July 29, 2019, Village staff noticed the entire residence above grade had been demolished. Subsequently, a Stop Work Order was issued due to the work going beyond the scope of the approved building permit. Given the entire structure above grade was torn down, the Village's codes thus defined the construction as a new home. A new home is required to meet current zoning requirements. Due to the pre-existing nonconformities of the residence that was torn down, zoning relief was necessary for the Applicant to proceed with construction to rebuild on the existing foundation. Thus, the Applicant applied for a variation in August 2019.

On September 9, 2019, the ZBA considered the following zoning variations to allow construction of what is now the existing residence: (1) gross floor area; (2) front yard setback; and (3) minimum side yard setback from the east property line. After hearing from the Applicant and four neighbors opposed to the request, the ZBA discussed the request at length. Some members felt that since the residence had been torn down the new construction should be required to comply with the current zoning regulations. However, given the neighborhood context in terms of the front yard setback, they would be willing to consider the front yard setback variation but they did not find the side yard and GFA variations met the standards for granting a zoning variation. Other members felt that since the proposed construction was the same as what was originally administratively approved by Village Staff, in compliance with the regulations prior to the construction going beyond the approved scope of work, the request should be approved. Additionally, some members found the nonconforming size of the lot to be a challenge, so much so, that zoning relief would likely be required for any construction on the Subject Property.

The ZBA was originally split 3 to 3 on the request. Recognizing the need to provide the Village Council with a recommendation of approval or denial, the ZBA continued to discuss the request. Ultimately, the ZBA recommended, by a vote of 4 to 2, approval of the variations. For reference, the minutes of the September 2019 ZBA meeting are included in this report as Attachment D.

Subsequently, on October 1, 2019, the Village Council waived introduction of Ordinance M-17-2019 and adopted the ordinance approving the requested variations. Ordinance M-17-2019 is included in this report as Attachment E. It is important to note that the approved plans did not include construction of a garage to replace the garage that was torn down. The Zoning Ordinance does not require enclosed parking.

Figures 3 and 4 on the following page identify the Subject Property.

Figure 3 – Subject Property (North Building Elevation)

Figure 4 – Subject Property (North/East Building Elevation)

PROPOSED PLAN

The variations are being requested to construct a detached one-car garage measuring 12 feet by 20.98 feet (251.76 square feet). Given the proposed garage would be located within the rear quarter of the lot, the garage does not contribute to the calculable GFA. However, the garage does add 251.76 square feet of roofed lot coverage. The proposed plan also calls for an expansion of the driveway to access the garage (136 square feet), as well as an access walk from the east side of the garage to the driveway (21 square feet). In total, the proposed plan would add approximately 409 square feet of impermeable lot coverage.

Excerpts of the proposed site plan, floor plan, and front building elevation of the garage are provided below and on the following pages as Figures 5 through 7. The complete set of plans are provided in the application materials, which are included in this report as Attachment C.

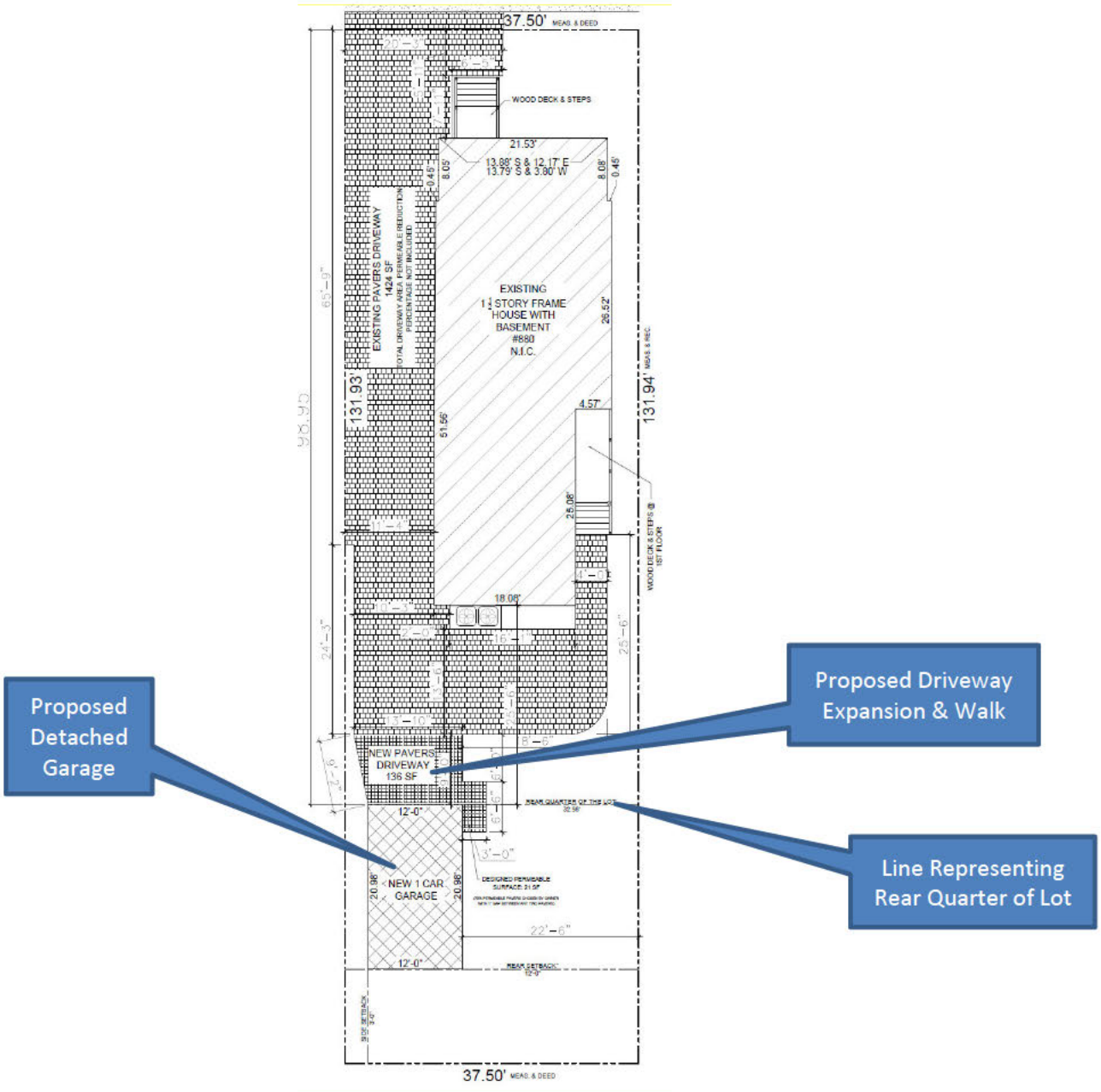


Figure 5 – Site Plan

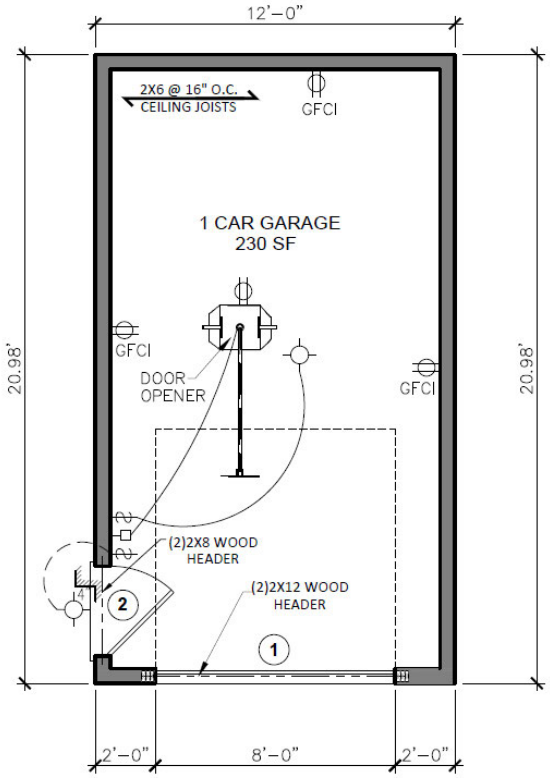


Figure 6 – Proposed Garage Floor Plan

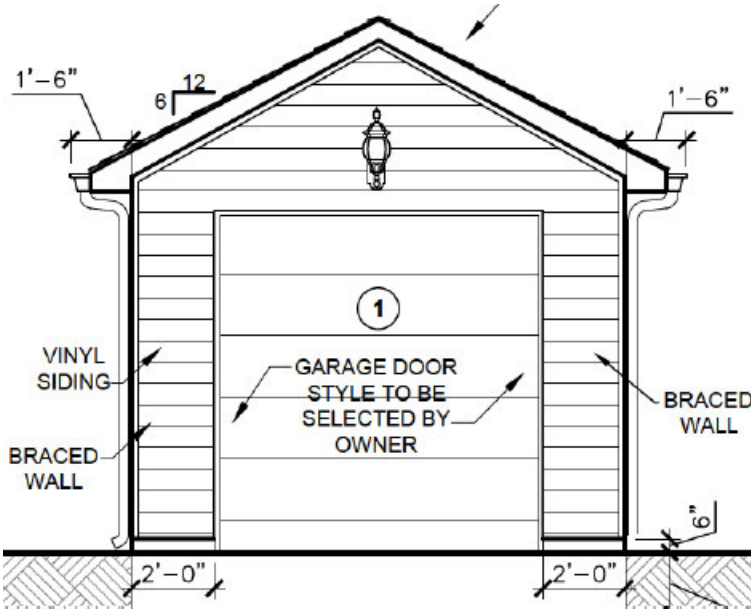


Figure 7 – Proposed Front Elevation

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, attached is a Stormwater Matrix (Attachment B). Based on the proposed plan, it appears additional stormwater detention may be required. However, a final determination will be made by Village Engineering staff upon submittal of a building permit application. Additionally, Figure 8 on the following page represents the Subject Property's proximity to the floodplain; the grey represents the 100-flood area and the purple 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 improvement's compliance with the R-2 zoning district (Attachment A). Two variations are being requested: (1) roofed lot coverage (RLC); and (2) impermeable lot coverage (ILC).

Roofed Lot Coverage. The site currently contains 1,225.8 square feet of RLC. The increase in RLC with the proposed garage is 251.76 square feet; bringing the total RLC to 1,477.56 square feet, whereas a maximum of 1,236.8 square feet is permitted, a variation of 240.76 square feet (19.47%).

Impermeable Lot Coverage. The site currently consists of 2,649.8 square feet of ILC, exceeding the maximum permitted ILC by approximately 176 square feet. The increase in ILC with the proposed improvements is 408.76 square feet; bringing the total ILC to 3,058.56 square feet of ILC, whereas a maximum of 2,473.61 square feet is permitted, a variation of 584.95 square feet (23.65%).

FINDINGS

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

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

1. Roofed Lot Coverage (RLC) of 1,477.56 square feet, whereas a maximum of 1,236.8 square feet is permitted, a variation of 240.76 square feet (19.47%) [Section 17.30.030 – Intensity of Use of Lot]; and
2. Impermeable Lot Coverage (ILC) of 3,058.56 square feet, whereas a maximum of 2,473.61 square feet is permitted, a variation of 584.95 square feet (23.65%) [Section 17.30.030 – Intensity of Use of Lot].

The Zoning Board of Appeals finds, based on evidence in the record or a public document, that the variations 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: Stormwater Matrix
Attachment C: Application Materials
Attachment D: Excerpt of September 9, 2019 ZBA meeting minutes
Attachment E: Ordinance M-17-2019, adopted October 1, 2019

ZONING MATRIX

ADDRESS: 880 Willow Road
CASE NO: 21-03-V2
ZONING: R-2

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	24,000 SF	4,947.22 SF	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	100 FT	37.49 FT	N/A	N/A	EXISTING NONCONFORMING
Min. Lot Depth	200 FT	131.93 FT	N/A	N/A	EXISTING NONCONFORMING
Max. Roofed Lot Coverage	1,236.8 SF (1)	1,225.8 SF	1,477.56 SF	251.76 SF	**240.76 SF (19.47%) VARIATION**
Max. Gross Floor Area	1,879.94 SF (1)	2,813.9 SF	2,813.9 SF	0 FT	EXISTING NONCONFORMING
Max. Impermeable Lot Coverage	2,473.61 SF (1)	2,649.8 SF	3,058.56 SF	408.76 SF	**584.95 SF (23.65%) VARIATION**
Min. Front Yard (Willow/North)	50 FT	13.72 FT	13.72 FT	0 FT	EXISTING NONCONFORMING
Min. Side Yard (East)	6 FT	3.26 FT	3.26 FT	0 FT	EXISTING NONCONFORMING
Min. Side Yard (West)	8 FT	11.32 FT	11.32 (3) FT	0 FT	OK
Min. Rear Yard (South)	19.79 FT	58.27 FT	58.27 FT (4)	0 FT	OK

NOTES:

(1) Based on lot area of 4,947.22 s.f.
(2) Variation amount is the difference between proposed and requirement.
(3) Proposed detached garage would provide a west side yard setback of 3 feet, which is permitted because the garage would be located in the rear quarter of the lot.
(4) Proposed detached garage would provide a rear yard setback of 12 feet, which is the minimum required setback as the property is abutting the side yard of the neighboring property to the south.

In addition to meeting the following storm water volume detention requirements, development sites must meet all other Village storm water management requirements such as drainage and grading, storm water release rates, storage system design requirements, etc.

	Storm Water Detention Volume Requirements	**Applicable Requirement**
A. New Home Construction - Previously Developed Lot	The amount of additional required storm water detention volume is based upon the difference between maximum impermeable lot coverage, per Zoning Code, and existing lot coverage, using the run-off coefficient for a 100-year storm event for both.	
B. New Home Construction - Previously <u>Undeveloped</u> Site	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
C. Redevelopment of Site for Different Use (e.g. single family to multi-family, or commercial)	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
D. Improvements to Existing Home and/or Lot, causing an increase in impermeable lot coverage <u>greater or equal to 25%.</u>	The amount of additional required storm water detention volume is based upon the difference between the proposed and existing impermeable lot coverage, using the run-off coefficient for 100 year storm event. (Note: If the increase in impermeable lot coverage is less than 25%, additional storm water detention volume is <u>not</u> required.)	***Applies to 880 Willow Road*** *Based upon a preliminary review of information to date, it appears that 880 Willow Road <u>may</u> have to provide additional storm water detention volume.* ***However, a final determination will be made by Village Engineering staff****.*

RECEIVED
DEC - 8 2020
Dr. VA2020-1250

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 21-03-V2

Property Information

Site Address: 880 Willow rd, Winnetka, IL, 60093

Owner Information

Name: Iulian Cazacu
Primary Contact: Iulian Cazacu
Address: 880 Willow Rd
Phone No. [redacted]
City, State, ZIP: Winnetka, IL, 60093
Email: [redacted]
Date property acquired by owner: 01/2019

Architect Information

Name: Edward Livanu
Primary Contact:
Address: PO Box 59116
City, State, ZIP: Chicago, IL, 60659
Phone No. 312 866 0946
Email: edishoo@gmail.com

Attorney Information

Name: N/A
Primary Contact:
Address:
City, State, Zip:
Phone No.
Email:

Nature of any restrictions on property: N/A

Brief explanation of variation(s) requested (attach separate sheet providing additional details):
We want to build a 1(one) car garage in the back of the property which will be less than 25% of the rear yard but it may exceed the zone allowances by little bit

Property Owner Signature: [redacted]
Date: 12/08/2020

Proposal application for zone variance

1) Statement of ownership and interest
   a) The applicant Julian Cazacu is the owner of the property situated at 880 Willow rd in Winnetka
   b) This is a single family home newly constructed in 2020, was initially acquired in 2019 and had a garage behind the house but it got demolished during reconstruction of the house.
   c) The new owner is in need of a garage as it was originally the case with the old property.
   d) The owner of this property being a new construction strived to adhere to any new regulations of environment protection and hazard prevention.

2) Request
   a) The owner request approval of approximate 250sqft (12ft x21ft) from the following variance "Roofed Lot Coverage", "Impermeable Surface", "Gross Floor Area" but I think it is exempt from GFA calculations due to the fact that is smaller than 400sqft of total GFA and will be built in the rear 25 percent of the lot depth.
   b) Roofed area should not be a concern since all the area around the house is not covered with concrete or asphalt but is paved driveway which is permeable to water drainage and if the garage is being built all the additional pavement will just be extended to in front of the garage
   c) As far as the roofed area it will have gutters all around collecting all the rain water and will be directed to drain into the storm collector catch basin which was just installed in the back yard to help with storm drainage as per new construction requirements.
   d) The new garage if it is granted construction permit will not impose any strain to existing storm water dissipation in the area therefore the zoning regulation regarding roofed area requested of about 250sqft should be a minimal abatement of conformity

3) Facts
   a) Building the garage at the back of the property will clear the clutter on the driveway present at this time.
   b) The property cannot be entirely used at its full potential since more than a half of the property sits empty at the back and the owner is keeping one of his valuable vehicles garaged somewhere else and cannot have access to it unless he drives there.
   c) The plight of the owner in this case has also to do with the fact that the property shape is more long than wide so when he parks 2 cars in the

side driveway interferes severely with the neighbor's cars leaving little to no room to move around or to pass by. This would be alleviated by moving the cars forward and parking one in the garage.

d) The new garage will serve the owner as to protect his valuable vehicles from the elements as in a community of this reputation should not be a hardship coming from the village council especially after spending so much money in building a new house which in itself rise the value of the community.

e) Most of the other properties similar with this one in the immediate vicinity (up the street, across the street) have garages in the similar way as the one requested here, and they have asphalt driveways and no storm catch basin in the back either.

f) The new garage will not be visible from any exterior point to consider that will change the look of the locality since is behind all houses in that particular area.

g) It will not block any light or wind passing by around the adjacent area.

h) It doesn't add any hazard in any way (health, safety, comfort, morals or impair access around the property or neighbor property whatsoever.

i) It will not change the value of the land or the taxable amount that the village currently collects.

j) It might release some parking on the public street.

PROFESSIONALS ASSOCIATED SURVEY, INC.

PROFESSIONAL DESIGN FIRM NO. 184-003023

7100 N. TRIPP AVENUE
LINCOLNWOOD, ILLINOIS 60712
www.professionalsassociated.com

TEL: (847) 675-3000
FAX: (847) 675-2167
e-mail: pa@professionalsassociated.com

PLAT OF SURVEY

OF

LOT 7 AND THE EAST HALF OF LOT 6 IN OAK GROVE ADDITION TO WINNETKA, A SUBDIVISION OF THE EAST 8 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LAND TOTAL AREA: 4,947.22 SQ.FT. = 0.1136 ACRE.

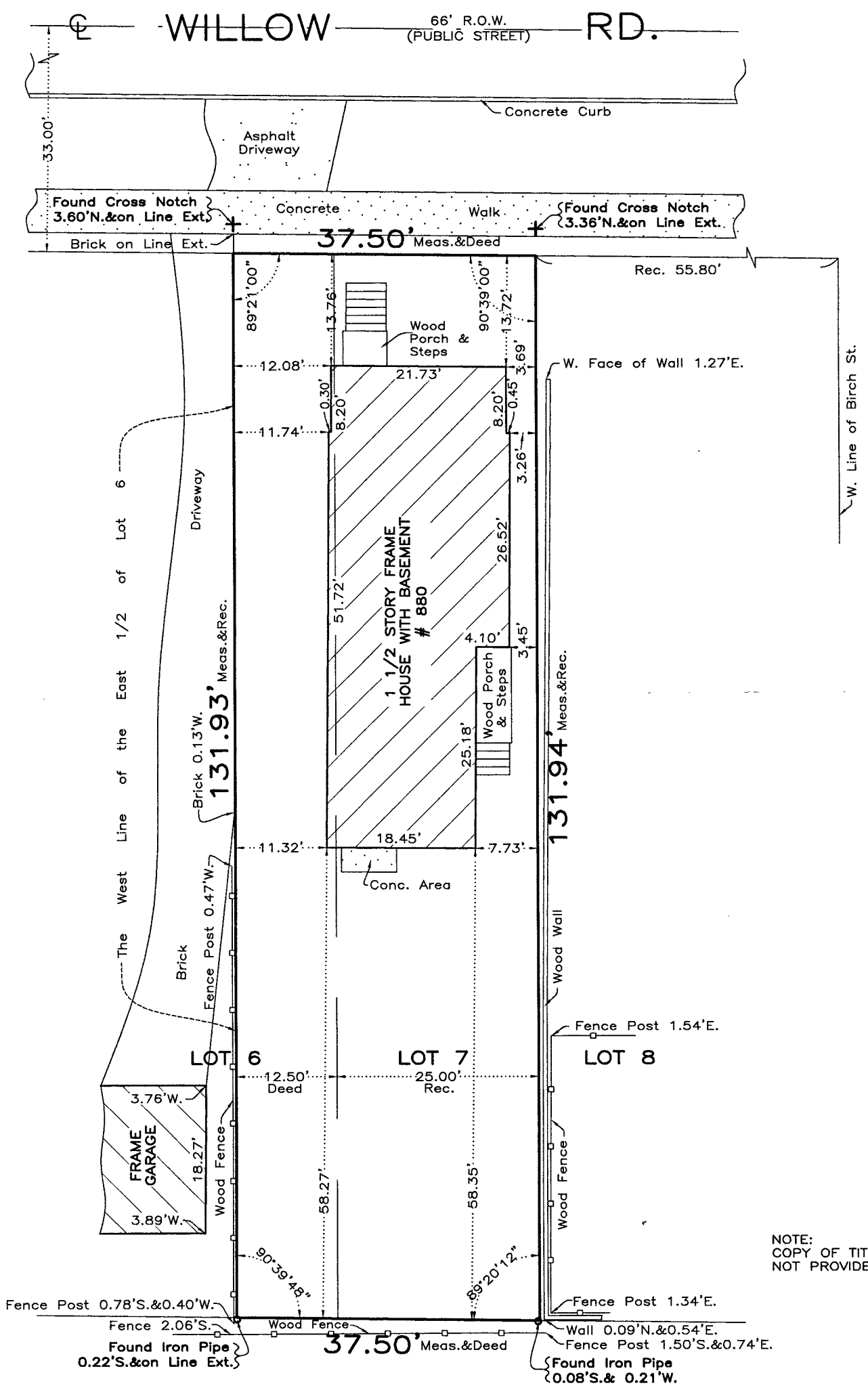
COMMONLY KNOWN AS: 880 WILLOW ROAD, WINNETKA, ILLINOIS.

NORTH

GRAPHIC SCALE

0 16

(IN FEET)
1 inch = 16 ft.



NOTE:
COPY OF TITLE INSURANCE POLICY NOT PROVIDED TO SURVEYOR.

LOT A
OWNER'S CONSOLIDATION

THE LEGAL DESCRIPTION SHOWN ON THE PLAT HEREON DRAWN IS A COPY OF THE ORDER, AND FOR ACCURACY SHOULD BE COMPARED WITH THE TITLE OR DEED.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR ABSTRACT.

Order No. 17-93115

Scale: 1 inch = 16 feet.

Date of Field Work: June 25, 2020.

Ordered by: Donya Tanzif

HYLTON E. DONALDSON 035-002819 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS LINCOLNWOOD, ILLINOIS

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

THIS SURVEY HAS BEEN ORDERED FOR SURFACE DIMENSIONS ONLY, NOT FOR ELEVATIONS.
THIS IS NOT AN ALTA SURVEY.

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.

State of Illinois
County of Cook s.s.

We, PROFESSIONALS ASSOCIATED SURVEY INC., do hereby certify that we have surveyed the above described property and that, to the best of our knowledge, the plat hereon drawn is an accurate representation of said survey.

Date: July 1, 2020.

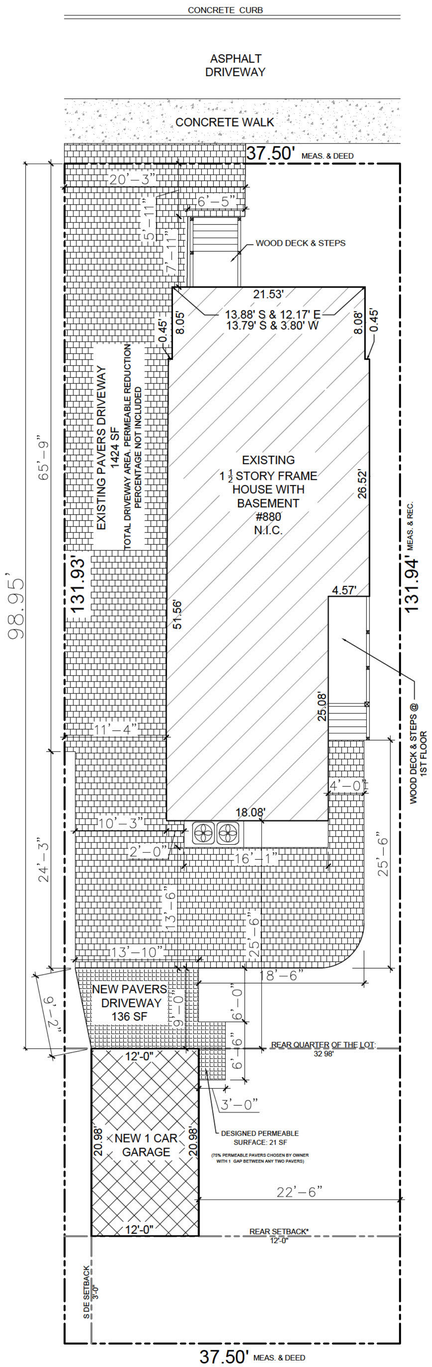
Hylton E. Donaldson

IL. PROF. LAND SURVEYOR - LICENSE EXP. DATE NOV. 30, 2020.

Drawn by: JR-A.T.

LOT 7 AND THE EAST HALF OF LOT 6 IN OAK GROVE ADDITION TO WINNETKA, A SUBDIVISION OF THE EAST 8 ACRES OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
LAND TOTAL AREA: 4947.22 SQ FT. = 0.1136 ACRE.

WILLOW RD.



PROPOSED SITE PLAN
SCALE: 1/8"=1'-0"

NEW DETACHED 1 CAR FRAME GARAGE AT 880 WILLOW AVE.

ZONING: R-2 SINGLE FAMILY

ZONING INFORMATION

ISSUE	ORDINANCE REQUIREMENT	ACTUAL
LOT SIZE	12,600 SF	4,947.37 SF (NON-CONFORMING LOT)
G.F.A.	1879.94 SF	1ST FLOOR LEVEL 3'-8" ABOVE GRADE (EXISTING BASEMENT FOUNDATION WALLS TO REMAIN, NO REPLACEMENT) BASEMENT 936.88 SF 1ST FLOOR 1,228.07 SF 2ND FLOOR ABOVE 7'-0" 644.48 SF TOTAL HOUSE GFA 2,809.43 SF GARAGE EXCLUDED* 252 SF
ROOFED LOT COVERAGE	1,236.80	1,480.07
IMPERMEABLE LOT COVERAGE	2,473.61	1,560 (DRIVEWAY / WALKWAY ONLY)
BUILDING HEIGHT TO RIDGE	15'-0"	28'-6"
MINIMUM YARDS - FRONT (NORTH)	50'-0"	99'-0"
MINIMUM YARDS - SIDE (EAST)	3'-0"	22'-6"
MINIMUM YARDS - SIDE (WEST)	3'-0"	3'-0"
MINIMUM YARDS - REAR	12'-0"	12'-0"

* ZONING NOTES

Section 17.30.040 Maximum Building Size

E. Exclusions from Gross Floor Area Calculations.

The following floor areas shall be excluded from the maximum building size:

1. An amount of garage floor area equal to one of the following:

a. The first 400 square feet of the floor area of a one-story detached garage located in the rear quarter of the lot;

Section 17.30.070 Rear Yard Setback

B. Rear Yard Abutting a Side Yard. Where the rear yard abuts a side yard of an adjoining property, the rear yard setback shall be no less than the minimum side yard requirement established for the adjoining property pursuant to section 17.30.060 of this title.

C.

REAR ADJ. PROPERTY #340 BIRCH ST.

Section 17.30.060 Side Yard Setback

F. Minimum Side Yard Setback

LOT WIDTH: 100 feet or more

For each side yard: 12 feet for each

BUILDING CODES

2015 INTERNATIONAL RESIDENTIAL CODE W/ APPENDIX B (RADON CONTROL)

2018 INTERNATIONAL ENERGY CONSERVATION CODES WITH THE ILLINOIS AMENDMENTS

2014 NATIONAL ELECTRIC CODE

2014 STATE OF ILLINOIS PLUMBING CODE

2014 INTERNATIONAL MECHANICAL CODES & INTERNATIONAL FIRE CODES

ABBREVIATIONS

A B.	ANCHOR BOLT	EXST.	EXISTING	PROV'D	PROV DED
ABV. GRD.	ABOVE GRADE	EXT	EXTERIOR	PS	PLUMB NG STACK
ACC.	ACCESSIBLE	F D.	FLOOR DRAIN	PSF	POUNDS PER SQUARE FOOT
ACT	ACOUSTICAL T LE	F.F.	F NISH FLOOR	PSI	POUNDS PER SQUARE INCH
A D.	AREA DRA N	FIN.	F NISH	PSL	PARALLEL STRAND LUMBER
A F.F.	ABOVE F NISHED FLOOR	FLR	FLOOR	P.T.	PRESSURE TREATED
AFI	ARC FAULT INTERRUPTER	FND'N	FOUNDATION	PTD.	PAINTED
A F.S.	ABOVE FINISHED SURFACE	FTG.	FOOT NG	PVC	POLYVINYL CHLOR DE
APT.	APARTMENT	FURN.	FURNACE	Q.T.	QUARRY TILE
BLDG	BUILDING	F.W.	FIRE WALL	R	RISER
BLKG	BLOCKING	GFI	GROUND FAULT INTERRUPTER	R.A.	RETURN AIR
B.O.	BOTTOM OF	GL.	GLAZING	REF.	REFRIGERATOR
BR	BEDROOM	GL BL.	GLASS BLOCK	REG.	REGISTER
BRG	BEARING	GND.	GROUND	REQ'D	REQU RED
BRK.	BRICK	GYP. BD	GYPSUM BOARD	RET.	RETURN
BSMT.	BASEMENT	HC	HOLLOW CORE	RM.	ROOM
BTUH	BRITISH THERMAL UNITS PER HOUR	HDWR	HARDWARE	R.O.	ROUGH OPENING
C	CARBON MONOXIDE DETECTOR	HM	HOLLOW METAL	S	SEALANT
CAB.	CAB NET	HR	HOUR	SC.	SOL D CORE
CFM	CUBIC FEET PER MINUTE	HT	HEIGHT	SCFS	SEALED CONCRETE FLOOR
CHEK'D	CHECKERED	HWH	HOT WATER HEATER	S D.	SMOKE DETECTOR
CLG.	CE L NG	INSUL.	NSULATION	S F.	SQUARE FEET (FOOT)
CLO.	CLOSET	INT	INTERIOR	SHO	SHOWER
CPT.	CARPET	J.BOX	JUNCTION BOX	SHT.	SHEET
CMU	CONCRETE MASONRY UNIT	KIT.	KITCHEN	S M.	SIM LAR
CONC.	CONCRETE	KSF	KIP PER SQUARE FOOT	SP.	SUMP PUMP
CONST.	CONSTRUCTION	LAV.	LAVATORY	S&P	STAIN & POLYURETHANE
CONT.	CONT NUOUS	LB.	POUND	STL.	STEEL
C.T.	CERAMIC TILE	LBP.	LEAD BASED PAINT	STRUCT	STRUCTURAL
C.U.	CONDENSING UNIT	LIN	L NEN CLOSET	T	TREAD
D	DRYER	LIV. RM.	LIVING ROOM	T&B	TOP AND BOTTOM
DBL.	DOUBLE	LL	LIVE LOAD	T.D.	TRAVEL DISTANCE
DIM.	DIMENSION	LVL	LAMINATED VENEER LUMBER	T.GL.	TEMPERED GLASS
DIN. RM.	DINING ROOM	MANUF.	MANUFACTURER	T.O.	TOP OF
DISP.	DISPOSAL	MATL	MATERIAL	T&P	TEMPERATURE AND PRESSURE
DL	DEAD LOAD	MAX.	MAXIMUM	TJ	TRUSS JOIST
DR.	DOOR	MECH.	MECHANICAL	TYP.	TYPICAL
DS.	DOWN SPOUT	M L.	MILLIMETER	UL	UNDERWRITER'S LABORATORY
DTL.	DETA L	M N.	MINIMUM	VCT	VINYL COMPOSITION TILE
DW	DISHWASHER	M.O.	MASONRY OPEN NG	VENT	VENTILATION
EA.	EACH	MTD.	MOUNTED	V.I.F.	VER FY IN FIELD
E.F.	EXHAUST FAN	MTL	METAL	V.T.R.	VENT TO ROOF
EFIS	EXTERIOR FINISH INSULATING SYSTEM	N.I.C.	NOT N CONTRACT	W	WASHER
ELEC	ELECTRIC	NTS	NOT TO SCALE	W/	WITH
ELEV.	ELEVATION	O.C.	ON CENTER	W.C.	WATER CLOSET
EP	EJECTOR PUMP	OCC.	OCCUPANCY	WD	WOOD
EQU P.	EQUIPMENT	O H.	OPPOSITE HAND	W/D	WASHER/DRYER
EXH.	EXHAUST	P.C.	PULL CHAIN	WP	WEATHER PROOF
EXP	EXPOSED CONSTRUCTION	PLYWD.	PLYWOOD	WWF.	WELDED WIRE FABRIC

GENERAL NOTES:

1. DRAWINGS GENERALLY INDICATE SCOPE OF WORK. EACH CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO START OF WORK TO ENSURE A COMPLETE AND PROPER INSTALLATION OF THEIR WORK. SEE SPECIFICATIONS FOR ADDITIONAL NOTES.
2. ALL WORK SHALL COMPLY WITH VILLAGE OF WINNETKA, STATE AND FEDERAL ORDINANCES HAVING JURISDICTION. NOTHING HEREIN SHALL BE INTERPRETED TO THE CONTRARY. ALL PERMITS AND INSPECTIONS REQUIRED SHALL BE SECURED BY THE CONTRACTOR INVOLVED.
3. EVERY CONTRACTOR AND SUB-CONTRACTOR BY USING THESE PLANS FOR THEIR WORK HEREBY AGREES TO HOLD THE VILLAGE OF WINNETKA, THE OWNER OF RECORD, THE ARCHITECT OF RECORD, INCLUDING THEIR RESPECTIVE EMPLOYEES AND AGENTS, WHILE ACTING WITH THE SCOPE OF THEIR DUTIES, FROM AND AGAINST ANY LIABILITY, CLAIMS, DAMAGES AND THE COST OF DEFENSE, ARISING OUT OF THE CONTRACTORS PERFORMANCE OF THE WORK DESCRIBED IN THESE PLANS AND SPECIFICATIONS, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER, ARCHITECT, ENGINEER OR THEIR EMPLOYEES AND AGENTS.

DESIGN LOADS

ROOF LOAD: LIVE = 20 PSF
FLOOR LOAD: LIVE = 40 PSF (30 PSF AT SLEEPING AREAS)
WIND LOAD: 90 MPH
GROUND SNOW LOAD: 30 PSF

CERTIFICATION STATEMENT

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF CONFORM TO THE CURRENT EDITION OF VILLAGE OF WINNETKA BUILDING AND ZONING CODE.

SIGNED: DATE: 6/9/2020

EDUARD LIVANU
Illinois License Number: 001-023546 Exp: 11/2022

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DATE: 1.14.2021

880 WILLOW RD
WINNETKA, IL

TITLE SHEET
SITE PLANS & NOTES

T-1

GENERAL CONDITIONS

1. VERIFY ALL EXISTING CONDITIONS, MATERIALS, D MENSIONS, AND UTILITIES IN FIELD PRIOR TO EXECUTION OF THE WORK.
2. PERFORM ALL CUTTING, PATCHING, AND REPAIR WORK AS REQUIRED TO COMPLETE THE PROJECT.
3. OWNER WILL OBTAIN THE GENERAL PERMIT, GENERAL CONTRACTOR SHALL OBTAIN AND ARRANGE FOR ALL OTHER PERMITS REQUIRED FOR COMPLETION OF THE PROJECT, ARRANGE FOR ALL NECESSARY INSPECTIONS AND TESTS AS REQU RED BY THE VILLAGE OF WINNETKA AND MAKE ALL REQUIRED SUBMITTALS.
4. DESIGN BUILD: PORTIONS OF THE WORK SHALL INDICATE THAT WORK W LL BE PERFORMED ON A 'DESIGN/BUILD' BASIS. N SUCH CASES, THE CONTRACTOR SHALL BE SOLELY RESPONS BLE FOR THE COMPLETE DESIGN, ENGINEERING, AND INSTALLATION OF SUCH SYSTEMS OR EQUIPMENT, AND SHALL WARRANTY TO THE OWNER THAT SUCH WORK SHALL ADEQUATELY MEET THE NEEDS AND REQU REMENTS OF THE OWNER AND OF THE PROJECT AS PLANNED AND ITS INTENDED USES AS WELL AS COMPLY COMPLETELY WITH ALL APPLICABLE CODES, ORDINANCES, AND GOVERN NG REGULATIONS. N NO WAY SHALL A DESIGN/BUILD ARRANGEMENT L MIT THE RESPONSIB LITY OF THE CONTRACTOR TO COMPLETE HIS OBLIGATION TO MEET SUCH NEEDS AND REQUIREMENTS. DESIGN/BUILD WORK SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

*HVAC SYSTEM
*PLUMB NG SYSTEM
*ELECTRICAL SYSTEM
*STRUCTURAL SYSTEM (TRUSSES, TRUSS G RDERS)
*REAR DECK/STA R

5. COORDINATE ALL WORK WITH OTHER TRADES AND WITH THE OWNER.
6. PROTECT PROPERTY AND OWNER OPERATIONS FROM DAMAGE AND/OR DELETERIOUS ACTIVIT ES. REPAIR ANY DAMAGE THAT MAY OCCUR AT NO CHARGE.
7. PROVIDE ALL TEMPORARY LIGHTING, POWER, AND HEAT AND VENTILATION, GUARDS AND ENCLOSURES, SCAFFOLD NG SYSTEMS, SECURITY AND WEATHER PROTECTION AS REQUIRED TO PROPERLY PERFORM THE WORK AND INSURE THE SAFETY OF THE WORKMEN AND PROJECT OCCUPANTS. MAINTA N TEMPORARY SYSTEMS THROUGHOUT DURATION OF THE WORK OR UNT L PERMANENT SYSTEMS ARE COMPLETED.
8. THE CONTRACTOR AND ALL OF HIS SUBCONTRACTORS, EMPLOYEES AND PERSONNEL SHALL BE INSURED FOR THE DURATION OF THE PROJECT IN ACCORDANCE WITH CONTRACT DOCUMENTS. ARCHITECT SHALL BE NAMED AS 'ADDITIONAL INSURED' ON INSURANCE POLIC ES OF ALL CONTRACTORS ON THE PROJECT AND SHALL BE PROVIDED EV DENCE OF SAME PRIOR TO THE BEGINN NG OF CONSTRUCTION ACTIVITIES.
9. MAINTA N THE SITE IN A CLEAN AND ORDERLY MANNER. REMOVE ALL DEBRIS, EXCESS MATERIALS, DIRT AND SIMILAR ITEMS AND PROPERLY DISPOSE OF OFF SITE.
10. ALLOWABLE UNITS STRESS AND LOAD NG IN ACCORDANCE WITH LOCAL CODES AND AS FOLLOWS:
*LIVE LOADS AT ROOF 40 LBS/SF
*LIVE LOADS AT FLOORS 40 LBS/SF
*LIVE LOADS AT PORCHES/BALCON ES/DECKS 100 LBS/SF
*LIVE LOADS AT STAIRS 100 LBS/SF
*W ND LOADS 20 LBS/SF
11. NOT FY ARCHITECT IN WRITING AT ONCE OF ANY DISCREPANCIES FOUND N THE CONSTRUCTION DOCUMENTS. N SUCH CASES THE MOST RESTRICTIVE (GREATER QUANTITY OR THE BETTER QUALITY) SHALL GOVERN.
12. THE OWNER MAY OCCUPY PORTIONS OF THE PROJECT PRIOR TO COMPLETION OF THE WORK. PHASE WORK OPERATIONS TO MAINTAIN HABITABLE STANDARDS OF SECURITY, SANITATION, WEATHER PROTECTION, AND CLEANLINESS FOR THE OCCUPANTS. PROVIDE TEMPORARY ENCLOSURES TO SEPARATE AREAS OF WORK FROM OCCUP ED PORTIONS.
13. ALL MATERIALS SHALL BE NEW. EQUIPMENT SHALL BE INSTALLED N ACCORDANCE WITH BUILDING CODE REGULATIONS AND MANUFACTURER'S INSTRUCTIONS. ALL MATERIALS FOR WHICH UNDERWRITERS LABORATORIES ISSUES A LABEL SHALL CARRY THE U.L. LABEL. PROVIDE ADDITIONAL CONTROLS, ACCESSOR ES AND DEVICES TO COMPLETE THE INSTALLATION WHETHER OR NOT SHOWN IN THE PERMIT DOCUMENTS.
14. TEST, BALANCE, ADJUST AND REPAIR WORK AND EQUIPMENT FOR PROPER OPERATION AND OPT MUM PERFORMANCE.
15. AT TIME OF SUBSTANTIAL COMPLETION, ALL LAMPS SHALL BE OPERATIONAL, ALL FILTERS CLEAN, ALL SYSTEMS OPERATIONAL WITHOUT LEAKAGE EXCESSIVE V BRATION OR NOISE.
18. PROVIDE SAFETY-GLAZING MATERIALS AT ALL HAZARDOUS LOCATIONS AS DEFINED BY THE VILLAGE OF W NNETKA AND CODES CURRENTLY ENFORCED BY THAT MUNICIPALITY.

SITEWORK AND PAV NG

1. THE CONTRACTOR SHALL CAREFULLY AND FULLY EXAMINE THE SITE OF THE WORK, AND COMPARE IT TO THIS DOCUMENT AND ALL OTHER CONDITIONS AND L MITATIONS PERTAINING TO WORK. THE CONTRACTOR IS RESPONS BLE FOR VERIFY NG AND SHALL PROV DE SITE SURVEY DETERM N NG CRITICAL GRADE ELEVATIONS FOR REVIEW BY ARCHITECT PRIOR TO COMMENCEMENT OF THE WORK. NO WORK IS TO START UNT L ALL DISCREPANCIES ARE RESOLVED.
2. THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE ORDINANCES AND REQU REMENTS OF THE STANDARD SPEC FICATIONS FOR ROAD AND BR DGE CONSTRUCTION, DEPARTMENT OF TRANSPORTATION, STATE OF ILL NOIS, ADOPTED OCTOBER 1, 1983 AND SUPPLEMENTAL SPECIFICATIONS.
3. PROVIDE ALL CUTTING, PATCHING SHORING AND DE-WATERING NECESSARY TO COMPLETE THE WORK.
4. KEEP EXITS, ACCESS WAYS, OWNER OCCUPIED AREAS AND DRIVES CLEAN AND FREE FROM DEBRIS.
5. CUT AND CAP UT LITIES THAT ARE TO BECOME ABANDONED OR REPLACED BY NEW WORK. COORD NATE WITH UTILITY OWNER PRIOR TO SUBMITT NG BID.
6. EARTHWORK:
*COORD NATE WITH ALL UNDERGROUND UT LITIES PRIOR TO STARTING EXCAVATION.
*LOCATE EXISTING UNDERGROUND UTILITIES N AREAS OF WORK. F UT LITIES ARE TO REMAIN IN PLACE, PROVIDE ADEQUATE MEANS OF SUPPORT AND PROTECTION DUR NG EARTHWORK OPERATIONS. SHOULD UNCHARTED UTILIT ES BE ENCOUNTERED DURING EXCAVATION, CONSULT UTILITY OWNER IMMEDIATELY FOR D RECTIONS. EXISTING UT LITIES ARE TO REMAIN IN EFFECT DURING CONSTRUCTION.
*UN FORM, Y GRADE AREAS WITHIN SPECIFIC TOLERANCES, COMPACT WITH UNIFORM LEVELS OR SLOPES BETWEEN PO NTS WHERE ELEVATIONS ARE INDICATED AND BETWEEN SUCH POINTS AND EXIST NG GRADES.
*DETERM NE EXTENT OF CUT OR FILL REQU RED PRIOR TO SUBMITTING B D. PROV DE SUITABLE FILL REQUIRED. DISPOSE OF EXCESS EXCAVATED MATERIAL, WASTE, TRASH, AND DEBRIS OFF-SITE.
*PROTECT EXISTING LANDSCAPE (IE., TREE TRUNKS, ROOTS, SHRUBS, ETC.) DUR NG CONSTRUCTION. TREE TRUNKS SHALL BE WRAPPED WITH A 4 FOOT HIGH SHEATHING OF 2X4 OR SIM LAR AT THE BASE. ADDITIONALLY, A 3 FOOT HIGH SNOW FENCE OR SIMILAR FENCE SHALL BE ERECTED AROUND THE DRIP LINE TO PROTECT THE TREES ROOT SYSTEM FROM VEHICLE COMPACTION. THESE PROTECTIONS SHALL BE MAINTAINED FOR THE DURATION OF THE PROJECT FOR ALL TREES IN THE WORK AREA AND WITHIN 20 FEET OF THE ACCESS WAYS TO WORK AREA.
*EXCAVATED MATERIALS SHALL BE REMOVED FROM SITE IMMEDIATELY OR SHALL BE STOCK P LED IN APPROVED AREAS IN PLYWOOD SHEATHING LA D ON THE GROUND.
7. PAVEMENT:
*APPLY BINDER AND SURFACE COURSES WHEN AMB ENT TEMPERATURE IS ABOVE 40 DEGREES F AND WHEN TEMPERATURE HAS NOT BEEN BELOW 30 DEGREES F FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION.
*BITUMINOUS ASPHALT SHALL BE PLANT-MIXED HOT LA D ASPHALT AGGREGATE MIXTURE N 2 1/2" MINIMUM THICKNESS COMPLYING WITH ASTM D 3515 AND AS RECOMMENDED BY LOCAL AUTHORITIES TO SUIT PROJECT CONDITIONS. APPLICATION SHALL BE 1 1/2" BINDER AND 1' SURFACE COURSE THICKNESS ON 6" STONE OR GRAVEL ON C COMPACTED FILL. SURFACE SMOOTHNESS TOLERANCES SHALL BE 1/4". PROVIDE PROPER SURFACE PITCH TO AVOID ANY PONDING.
*ALL UNSUITABLE MATERIAL AND SOFT YIELD NG AREAS SHALL BE REMOVED AND REPLACED WITH CRUSHED STONE, DOT CA-6 GRADATION, AND COMPACTED TO 95% MODIFIED PROCTOR DENSITY IN PAVEMENT AREAS AND COMPACTED TO 3000 PSF IN BUILDING PAD LIMITS.
8. BACKFILL ALL WALLS BY PLACING GRANULAR FILL IN 1'-0" L FTS EVENLY ON BOTH S DES OF WALL. ALL BACKF LL SHALL BE COMPACTED TO 95% MAX MUM DENSITY.

WOOD AND PLASTIC

ROUGH CARPENTRY NOTES
1. ALL SAWN LUMBER FRAM NG SHALL COMPLY WITH THE REQU REMENTS AND RECOMMENDATIONS OF THE 'NATIONAL DESIGN SPECIFICATION' (NDS), LATEST EDITION, AS PUBLISHED BY THE 'NATIONAL FOREST PRODUCTS ASSOCIATION' (NFPA).
2. ALL PLYWOOD DECK NG AND SHEATHING SHALL COMPLY WITH THE REQU REMENTS AND RECOMMENDATIONS OF THE AMERICAN PLYWOOD ASSOCIATION (APA), LATEST EDITION.
3. ALL SAWN LUMBER SHALL BE OF A SPEC ES AND GRADE HAVING THE FOLLOWING MIN. VALUES:
Fb = 1300 PSI, Fc = 1600 PSI, Fv = 175 PSI, E = 1700 KSI.
MAXIMUM ALLOWABLE MOISTURE CONTENT SHALL BE 19%
4. ALL HEAVY TIMBER SHALL BE DOUGLAS FIR #1, HAV NG THE FOLLOWING MIN. VALUES:
Fb = 1650 PSI, Fc = 1750 PSI, E = 1700 KSI.
5. PROVIDE 1"x4" OR METAL CROSS BRIDGING NOT OVER 6 FEET ON CENTER FOR ALL WOOD JOISTS.
6. PROVIDE SOLID BLOCKING OF THE SAME DIMENSION AS THE JOISTS BETWEEN THE JOISTS AT ALL SUPPORTS.
7. ALL PLYWOOD FOR FLOOR/ROOF DECKS AND AS WALL SHEATHING SHALL BE OF THE THICKNESS SHOWN ON THE DRAWINGS AND SHALL MEET ALL THE REQUIREMENTS OF U.S. PRODUCT STANDARD PS 1, LATEST EDITION, FOR STRUCTURAL 1 GRADE MATERIAL AND/OR APA 'PERFORMANCE STANDARDS AND POLICIES FOR STRUCTURAL USE PANELS', FORM NO. E445.
8. ALLOWABLE UNIT STRESSES FOR LAMINATED MEMBERS: BENDING - 2900 PSI HORIZONTAL SHEAR - 285 PSI.
9. ALL PRE-ENGINEERED WOOD PRODUCTS, INCLUD NG BUT NOT LIMITED TO, WOOD TRUSSES, SHALL BE DESIGNED AND DETAILED TO SUPPORT THE LOADS INDICATED ON THE DRAW NGS. SHOP DRAWINGS AND CALCULATIONS BEAR NG A REGISTERED ENGINEER'S CERT FICATION SHALL BE SUBMITTED FOR REVIEW AND SHALL CONTA N SIZE, SPAC NG, LOCATION, AND CONFIGURATION OF SUCH MEMBERS. ALL SPECIES AND GRADES OF MATERIALS USED SHALL BE CLEARLY STATED ON SHOP DRAWINGS. CALCULATIONS SHALL BE SUBMITTED SHOWING LOADS, SHEARS, MOMENTS, AND DEFLECTIONS FOR ALL SUCH MEMBERS. CALCULATIONS SHALL CLEARLY STATE ALL SECTION PROPERTIES (SECTION MODULUS, MOMENT OF INERTIA, MODULUS OF ELASTICITY), ALL DESIGN STRESSES, AND ALLOWABLE STRESSES USED N DETERMINING SUCH MEMBERS.
10. CONTRACTOR SHALL PROV DE TEMPORARY BRACING AS REQU RED TO INSURE PROPER ALIGNMENT AND STABILITY OF TRUSSES DURING CONSTRUCTION PER THE TRUSS PLATE INSTITUTE'S PUBLICATION BWT-76, "BRACING WOOD TRUSSES - COMMENTARY AND RECOMMENDATIONS".
11. GALVANIZED OR COATED CONNECTORS SHALL BE USED FOR ALL OUTDOOR WOOD INSTALLATIONS.
12. ALL EXTERIOR EXPOSED WOOD AND SILL PLATES IN CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESSURE PRESERVATIVE TREATED LUMBER AS PER ARCHITECTURAL SPECIFICATIONS.
13. MINIMUM NAILED CONNECTIONS FOR WOOD FRAMING MEMBERS SHALL BE IN ACCORDANCE WITH THE NAILING SCHEDULE GIVEN IN APPENDIX M OF THE BOCA BASIC BUILDING CODE, LATEST EDITION.
14. BACKPRIME AND PREPRIME ALL EXPOSED WOOD FOR FINAL PAINT FINISH UNLESS NOTED OTHERWISE.
15. ALL MANUFACTURED LAM NATED WOOD BEAMS SUCH AS MICROLAM OR PARRALAM AS SHOWN ON THE DRAWINGS SHALL FOLLOW THE MANUFACTURER'S NAILING AND BOLTING PATTERNS FOR MULTIPLE MEMBER USE.
16. WHEN USING TAPCON OR OTHER ENGINEERED JOIST PRODUCTS, CARPENTER CONTRACTOR SHALL FAM LIARIZE HIM/HERSELF WITH AND FAITHFULLY AB DE BY ALL NSTALLATION, STORAGE AND HANDLING RECOMMENDATIONS AS SPECIF ED BY MANUFACTURER. SPECIAL ATTENTION MUST BE PAID TO AREAS OF BRACING, BUT NOT L MITED TO, REQUIRED MINIMUM BEARING, SQUASH BLOCKING, R M JOIST CONSTRUCTION, F LLER BLOCK NG, WEB STIFFENERS, ALLOWABLE HOLE OPENING SIZES, CANT LEVER REINFORCEMENT AND TEMPORARY STRUT LINES.

FINISH CARPENTRY NOTES
1. FURNISH AND INSTALL ALL FINISH CARPENTRY INCLUD NG TRIM AND MOULD NGS, DOOR FRAMES, PANELING, AND WEATHERSTRIPP NG.
2. ALL JO NTS SHALL BE TIGHT AND TRUE AND SECURELY FASTENED. CORNERS SHALL BE NEATLY MITERED, SCRIBED, AND COPED. ALL EXPOSED SURFACES SHALL BE FREE OF TOOL MARKS.
3. ALL WORK SHALL BE ACCURATELY SCRIBED TO FIT ADJACENT SURFACES.
4. INSTALL FINISH CARPENTRY WORK PLUM, LEVEL, TRUE, AND STRAIGHT WITH NO DISTORTIONS. SHIM AS REQUIRED USING CONCEALED SH MS.

BLOCKING
1. DRYWALL CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS FOR BLOCKING AND BACKING AS INDICATED N THE DRAW NGS. BLOCKING AND BACKING SHALL BE TREATED FOR FIRE RESISTANCE AS REQUIRED BY CODE. ANCHOR ALL BLOCKING AND BACK NG RIGIDLY TO BU LDING STRUCTURE OR PARTITION FRAM NG.
2. PROVIDE BLOCKING AND BACKING FOR ITEMS INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:
*TO LET ACCESSORIES. INSTALL BLOCK NG AS REQUIRED OR RECOMMENDED BY ACCESSORY MANUFACTURER.
*DOORWAYS -INSTALL 2x4 SUB BUCKS AND BLOCKING AT JAMB AND HEAD FOR ATTACHMENT OF DOOR FRAME BY OTHERS. NOT REQUIRED AT DOORS THAT ARE GROUTED IN MASONRY WALLS.
*CAB NETS, CLOSETS, MILLWORK, CLOSET RODS, RAILINGS, AND COAT HOOKS. PROVIDE BLOCKING AND BACK NG AS NOTED N DRAW NGS. F NOT SPEC FIED, PROV DED 2x4 HORIZONTAL BLOCKING BETWEEN STUDS AT TOP AND BOTTOM OF WALL MOUNTED CABINETS AND COUNTERS.
*PLUMBING FIXTURES, MECHANICAL EQUIPMENT. PROVIDE BLOCK NG AS REQUIRED BY DRAW NGS. COORDINATE WITH OTHER TRADES FOR SIZE AND LOCATION.
*ACCESSIBILITY RAILINGS AS REQUIRED.

STA R AND RAILINGS
1. VERIFY FLOOR-TO-FLOOR HEIGHTS N FIELD. PRIOR TO FABRICATION, CHECK WORK IN PLACE AND ALL CLEARANCES FOR COMPLIANCE WITH CODE REQU REMENTS.
2. ALL STA RS SHALL HAVE RA L NGS. HANDRAILS ADJACENT TO A WALL SHALL HAVE A SPACE OF NOT LESS THAN 1-½" BETWEEN THE WALL AND THE HANDRA LS & SHALL RETURN TO WALL OR TERMINATE N NEWEL POSTS OR SAFETY TERM NALS. HANDRAILS SHALL BE SECURELY ANCHORED TO STAIRS AND/OR ADJACENT WALLS.
3. THE MINIMUM HEADROOM N ALL PARTS OF THE STAIRWAY SHALL NOT BE LESS THAN 6'-8" MEASURED VERTICALLY FROM THE SLOPED LINE ADJOINING THE TREAD NOS NG OR FROM THE FLOOR SURFACE OF THE LAND NG OR PLATFORM ON THAT PORTION OF THE STA RWAY.
4. HANDRAIL HEIGHT, MEASURED VERTICALLY FROM THE SLOPED PLANE ADJOINING THE TREAD NOSING, OR FINISH SURFACE OF RAMP SLOPE, SHALL BE NOT LESS THAN 34" AND NOT MORE THAN 38".
5. HANDRAILS SHALL HAVE A C RCULAR CROSS SECTION WITH AN OUTS DE DIAMETER OF AT LEAST 1 1/4" AND NOT GREATER THAN 2". PROJECTION SHALL NOT BE MORE THAN 4 1/2" FROM FACE OF WALL OR PASSAGEWAY.
6. GUARDRA LS SHALL BE NOT LESS THAN 36" HIGH MEASURED VERTICALLY ABOVE THE ADJACENT WALKING SURFACE, ADJACENT FIXED SEATING, OR THE LINE CONNECTING THE LEAD NG EDGES OF THE TREADS.
7. REQU RED GUARDS SHALL NOT HAVE OPENINGS FROM THE WALKING SURFACE TO THE REQUIRED GUARD HEIGHT WHICH ALLOW PASSAGE OF A SPHERE 4" IN DIAMETER.
8. MAXIMUM RISER 7 ¾" AND MINIMUM TREAD 10".
9. VARIATION N THE HEIGHT OF ADJACENT STAIR RISERS AND THE DEPTH OF ADJACENT STA R TREADS SHALL NOT EXCEED 3/8". HEIGHT OF THE LARGEST AND SMALLEST STAIR RISER OR STAIR TREAD IN A S NGLE FLIGHT OF STAIRS SHALL NOT EXCEED 3/8".
10. PROVIDE TEMPORARY PROTECTION TO STAIRS UNT L FINAL ACCEPTANCE.
11. NEW STAIR WORK SHALL FULLY COMPLY WITH ALL APPLICABLE CODE REQUIREMENTS NCLUDING BUT NOT LIMITED TO LOAD CAPACITY, MATERIALS AND DIMENSIONS.
12. COORD NATE ROUGH CARPENTRY WORK FOR BLOCK NG, SUPPORTS, AND REINFORC NG AS NEEDED TO ADEQUATELY SUPPORT STA R WORK AND RA L NGS.
13. GLUE AND NAIL OR SCREW ALL NEW STAIR WORK. ATTACH STAIR WORK RIGIDLY TO BU LDING STRUCTURE.
14. THE UNDERS DE OF ALL STA RS SHALL BE COVERED WITH 5/8" GYPSUM DRYWALL. PROVIDE ADDITIONAL FRAMING/BLOCKING AS NEEDED.

DOORS AND WINDOWS

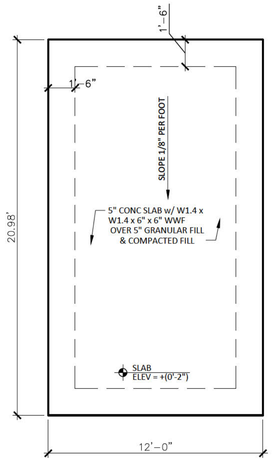
1. PROVIDE TEMPERED OR LAMINATED SAFETY GLASS AT ALL GLAZING IN DOORS OR WINDOWS ADJACENT TO DOORS, AND WHERE GLASS AREA EXCEEDS 9 SQUARE FEET, IN ACCORDANCE WITH LOCAL CODES. ALL SAFETY GLASS SHALL BE 1/4" THICK MINIMUM.
2. ALL GLAZING AT EXTERIOR OPENINGS SHALL BE INSULATED DOUBLE PANE UNITS FACTORY SEALED.
3. UNLESS NOTED OTHERWISE, ALL GLASS SHALL BE CLEAR.
4. GLAZING SHALL BE SECURED AT FRAMES WITH GASKETS, GLAZING COMPOUND, OR SEALANTS, AND SHALL BE WEATHER-TIGHT.
5. CLEAN ALL GLASS AND REMOVE ALL LABELS AND TAGS.
6. ALL MATERIALS USED FOR STOPS, FRAMES, AND GLAZING ANCHORS SHALL BE NON-CORROSIVE.
7. SUBMIT PRODUCT DATA, INCLUD NG HALF-SIZE DETA LS OF EACH TYPICAL SECTION, SHOWING GLAZ NG DETAILS.
8. PROV DE REMOVABLE NSECT SCREEN PANEL FOR EACH MOVABLE GLAZED SASH. COMPLY WITH REQUIREMENTS OF SMA 2005. SCREEN FRAME COLOR TO MATCH WINDOW.
9. COMPLY WITH MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS FOR INSTALLATION OF W NDOWS UNITS, HARDWARE, OPERATORS, ACCESSOR ES, AND OTHER WINDOW COMPONENTS. SET UNITS PLUMB, LEVEL, TRUE TO L NE, WITHOUT WARP OR WRACK OF FRAMES OR SASH. PROVIDE PROPER SUPPORT AND ANCHOR SECURELY IN PLACE. SET SILL MEMBERS IN A BED OF COMPOUND OR WITH JOINT F LLERS OR GASKETS TO PROVIDE WEATHER-TIGHT CONSTRUCTION. COORDINATE WINDOW INSTALLATION WITH WALL FLASHINGS AND OTHER BUILT-IN COMPONENTS.
10. ADJUST OPERATION SASH AND HARDWARE TO PROV DE A TIGHT FIT AT CONTACT PO NTS AND WEATHER-STRIPPING, AND TO PROV DE SMOOTH OPERATION AND A WEATHER-TIGHT CLOSURE. LUBRICATE HARDWARE AND MOVING PARTS.
11. CLEAN SURFACES PROMPTLY AFTER INSTALLATION. AVOID DAMAGE TO PROTECTIVE COAT NGS AND FINISHES.
12. REMOVE AND REPLACE GLASS THAT IS BROKEN, CHIPPED, CRACKED, ABRADED, OR DAMAGED IN OTHER WAYS DURING CONSTRUCTION PERIOD, NCLUDING NATURAL CAUSES, ACCIDENTS, AND VANDALISM. INSTITUTE AND MA NTAIN PROTECTION AND OTHER PRECAUTIONS REQUIRED THROUGH REMAINDER OF CONSTRUCTION PERIOD TO ENSURE THAT EXCEPT FOR NORMAL WEATHER NG, W NDOW UNITS W LL BE WITHOUT DAMAGE OR DETERIORATION AT THE TIME OF SUBSTANTIAL COMPLETION.
13. ALL WOOD W NDOWS SHALL BE FACTORY CLAD, F NISH COLOR AS SELECTED BY OWNER.
14. PROV DE JAMB EXTENSIONS AS REQUIRED TO SUIT SPECIFIED WALL THICKNESS.
15. CONTRACTOR TO REVIEW ALL WINDOW/DOOR SIZES, OPERABILITY, FINISH, SCREEN OPTIONS AND HARDWARE WITH OWNER AND ARCHITECT PRIOR TO ORDERING. CONTRACTOR MUST HAVE WRITTEN APPROVAL FROM ARCHITECT OR OWNER BEFORE ORDER NG W NDOWS AND DOORS.

HARDWARE
1. PROVIDE THRESHOLDS FOR ALL EXTERIOR DOORS, NEOPRENE WEATHER-STRIPP NG TYPICAL HEAD, JAMB, AND SILL.
2. PROV DE HARDWARE COMPATIBLE WITH DOOR THICKNESS, WEIGHTS, AND MATERIALS.
3. ALL EXTERIOR DOORS SHALL HAVE PINNED SECURITY HINGES.
4. ALL DOORS SHALL HAVE LOCKS UNLESS NOTED OTHERWISE.
5. ALL DOORS TO HAVE 1-1/2 PA R H NGES FOR SIZES UP TO 3'x7'. LARGER SIZES SHALL HAVE 2 PAIR HINGES. ALL EXIT DOORS AND F RE RATED DOORS SHALL HAVE BALL BEARING H NGES.
6. ALL DOUBLE DOORS TO HAVE TOP AND BOTTOM FLUSH BOLTS WITH DUSTPROOF STR KES AT INACTIVE LEAF.
7. LATCH BOLTS SHALL HAVE 5/8" THROW AT ALL LATCHSETS AND LOCKSETS.
8. SUBMIT HARDWARE SCHEDULE FOR ALL COMPONENTS FOR ARCHITECT'S REVIEW.
9. PROV DE WALL OR FLOOR BUMPERS FOR ALL DOORS. VERIFY WITH ARCHITECT PRIOR TO NSTALLATION.
10. ALL DOORS SHALL OPERATE IN THE DIRECTION OF EXIT TRAVEL WITHOUT THE USE OF KEYS.
11. ALL FIRE RATED DOORS TO HAVE SELF-CLOSING DEVICES.
12. ALL DOORS LEADING INTO HAZARDOUS AREAS SHALL HAVE KNURLED HARDWARE.

GENERAL FINISHES
1. ALL FINISHES SHALL BE CLASS 1, 0-25 FLAME SPREAD RATING.
2. ALL DRYWALL SURFACES SHALL BE PAINTED EXCEPT WHERE CERAMIC TILE OR A WALL COVERING FABRIC IS SPECIF ED.
3. PROVIDE CORNER AND J-BEADS AT ALL TERM NATIONS AND CORNERS OF GYPSUM BOARD.
4. ALL CLOSET OR UT LITY SHELV NG TO BE MEDIUM DENSITY F BERBOARD WITH FIBERFACE GRADE 1 WITH OIL BASE PA NT F NISH. PROVIDE WOOD CLOSET ROD WITH F NISHED METAL SOCKETS AND INTERMEDIATE SUPORTS AS REQUIRED.
5. ALL DIMENSIONS ARE TO FACE OF F NISHED WALL, UNLESS NOTED OTHERWISE.
6. GENERAL CONTRACTOR IS TO COORDINATE STA R CONSTRUCTION WITH FINAL FLOOR F NISH SELECTIONS TO OBTAIN PROPER HEIGHTS.
7. REV EW LAYOUT OF STONE, T LE AND CERAMIC TILE WITH ARCHITECT PRIOR TO INSTALLATION. ALL GROUT L NES TO ALIGN VERTICALLY AND HORIZONTALLY AT ALL INTERSECTIONS AND CORNERS.
8. PROV DE WATER RESISTANT GYPSUM BOARD AT BATHROOMS AND OTHER WET LOCATIONS. PROVIDE 1/2 " CEMENTIOUS BACKER BOARD AT ALL TILE LOCATIONS UNLESS NOTED OTHERWISE. AT SHOWER PANS, NO SCREWS SHALL BE LOCATED N THE BOTTOM 8" OF THE WALL.
9. PROVIDE BLOCK NG AT ALL BATHROOM ACCESSOR ES, ELECTRICAL LOCATIONS, PLUMBING, ETC. AND AS REQUIRED FOR PROPER INSTALLATION AND SUPPORT.
10. PROVIDE WOOD OR MARBLE THRESHOLDS AS REQUIRED OR AS NOTED AT ALL FLOOR MATERIAL TRANSITIONS.

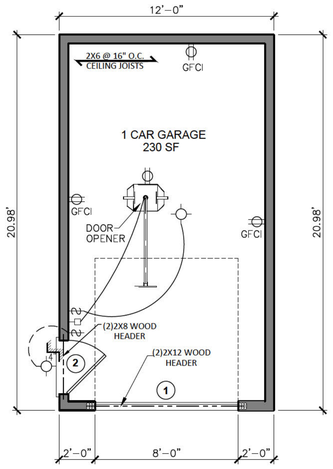
DRYWALL
1. PROVIDE ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE WORK N ACCORDANCE WITH ALL CODES AND GOVERNING ORDINANCES.
2. ALL DRYWALL SHALL BE MINIMUM 5/8" THICK, TYPE 'X' SCREWED AND GLUED WITH TAPERED EDGE UNLESS NOTED OTHERWISE.
3. METAL STUD FRAMING SHALL BE M N MUM 25-GAUGE GALVANIZED OR PAINTED SHEET METAL SPACED MAXIMUM 24" ON CENTER UNLESS NOTED OTHERWISE.
4. COMPLY WITH THE RECOMMENDATIONS OF THE GYPSUM CONSTRUCTION HANDBOOK PUBLISHED BY USG CORP., LATEST EDITION FOR METHODS AND INSTALLATION OF METAL FRAMING AND GYPSUM DRYWALL SYSTEMS.
5. PROVIDE METAL CORNER REINFORCEMENT TRIM AT ALL OUTSIDE CORNER CONDITIONS. TRIM SHALL BE USG-DUR-A-BEAD OR EQUAL.
6. PROV DE CONTINUOUS BEAD OF SOUND SEALANT AT TOP AND BOTTOM AF ALL SOUND RATED INSULATED PARTITIONS AND AT PARTITION PENETRATIONS NCLUDING ELECTRICAL OPEN NGS.
7. COORDINATE WITH OTHER TRADES FOR INSTALLATION OF WOOD BLOCKING.
8. PROV DE GYPSUM BOARD EDGE TRIM, USG-801-A AT EXPOSED EDGES ON NEW GYPSUM DRYWALL PARTITIONS AND EXIST NG PLASTER OR MASONRY WALLS. PROV DE SOUND SEALANT BEAD.
9. PROVIDE GYPSUM BOARD EDGE TRIM, USG-801-A AT EXPOSED EDGED OF ALL NON-FULL HEIGHT GYPSUM DRYWALL PARTITIONS EXCEPT WHERE TOP OF WALL HAS DRYWALL FINISH.
10. FINISH DRYWALL JOINTS AND CONCEAL ALL FASTENERS USING USG 'PERF-A-TAPE' SYSTEM OR EQUAL. APPLY F NISH NG COMPOUND, SAND, AND REPEAT AS NEEDED TO COMPLETELY CONCEAL ALL JO NTS AND FASTENERS.
11. PROVIDE ADDITIONAL SUPPORTS, BRACKETS, TIES, AND FRAMING AS RECOMMENDED OR REQUIRED FOR PROPER INSTALLATION AND RIGID ASSEMBLY.
12. CLEAN ALL SURFACES AND LEAVE READY FOR PAINT. REMOVE ALL EXCESS MATERIAL AND DEBRIS FROM SITE.
13. DRYWALL SUPPORT SYSTEMS AND FRAMING SHALL BE OF SUFFICIENT CAPACITY AND RIGIDITY TO SUPPORT THE ASSEMBLY WITH A MAXIMUM DEFLECTION OF 1/360 WHERE 'L' REPRESENTS THE LENGTH OF THE SPAN. DEFLECTION LIMIT INCLUDES LIVE LOADS AND DEAD LOADS SIMULTANEOUSLY MPOSED.
14. PR ME ALL DRYWALL SURFACES UNLESS NOTED OTHERWISE.
15. GENERAL CONTRACTOR IS RESPONSIBLE FOR REPAIRING DRYWALL SCREWNA L POPS FROM THE DATE OF SUBSTANTIAL COMPLETION. THIS REQUIRES THE GENERAL CONTRACTOR TO PATCH, REPAIR AND PAINT THE AREA TO MATCH EXISTING COLOR AND FINISH. PAINTING OF THE PATCHED AREAS SHALL BE THE RESPONSIBILITY OF THE DRYWALL CONTRACTOR.

WOOD FLOOR NG
1. VERIFY EXISTING CONDITIONS N FIELD. PROV DE ALL NECESSARY SURFACE PREPARATION AS NEEDED FOR INSTALLATION OF NEW WORK.
2. PROVIDE EXPANSION SPACE AT WALLS AND OTHER OBSTRUCTIONS AND TERM NATIONS OF FLOORING OR NOT LESS THAN 3/4" UNLESS NOTED OTHERWISE.
3. WARRANTY PERIOD IS THREE (3) YEARS FROM DATE OF SUBSTANTIAL COMPLETION OF THE WORK.
4. REPA R DEFECTS IN MATERIALS AND WORKMANSHIP AT ONCE WITHOUT COST TO OWNER. DEFECTS INCLUDE, BUT ARE NOT L MITED TO:
*BUCKLING, WARPING, SQUEAK NG, AND LOOSENING
*EXCESSIVE OPEN JOINTS FOR CRACKS.
*DETERIORATION OF FINISHES BEYOND NORMAL WEAR.
5. PROVIDE TONGUED-AND-GROOVED SOL D WOOD FLOORING STR PS TO MATCH WOOD SAMPLE COLOR, TEXTURE, CUT, GRADE, AND MANUFACTURER, OWENS CORNING, CERTA N-TEED, OR KNAUF. FITTINGS, VALVES, ETC. SHALL BE INSULATED BY WRAPP NG WITH F BERGLASS BLANKET AND SECUR NG WITH JUTE-TWINE, THEN WRAPP NG WITH CLOTH TAPE TO FORM A VAPOR BARRIER, AND F NISH NG WITH A 1/4" LAYER OF VAPOR PROOF F NISH NG CEMENT. INSULATION BUTT JOINTS SHALL BE SEALED WITH 3" W DE SELF-SEALING LAP STRIPS. WHERE INSULATION ENDS, THE INSULATION SHALL BE BEVELED AND SEALED TO PIPE WITH CLOTH TAPE AND A 1/4" LAYER OF VAPOR-PROOF F NISHING CEMENT. F BERGLASS PREFORMED FITT NGS WITH LAGGING ADHESIVE OR WHITE V NYL COVERS, OR 'ZESTON' FITT NGS MAY BE UTILIZED INSTEAD OF THE ABOVE FITTING INSULATION SYSTEM. HORIZONTAL STORM PIPING TO ALSO BE INSULATED.
22. VERTICAL P PE RISERS SHALL BE SUPPORTED WITH BAR CLAMPS AT FIRST FLOOR LEVEL. HORIZONTAL PIPING SHALL BE SUPPORTED IN CLEVIS HANGERS WITH THREADED ROD FORM STRUCTURAL MEMBERS. HANGERS FOR INSULATED P PING SHALL BE OVERSIZED TO ALLOW FOR THE INSULATION, AND A 12" LONG SHEET METAL SADDLE SHALL BE INSTALLED BETWEEN THE HANGER AND THE INSULATION. HANGERS SHALL BE 810" MAXIMUM ON CENTER. 'UNISTRUT' TRAPEZE HANGERS ARE RECOMMENDED WHERE MA N RUNS AND/OR GROUPS OF P PING ARE LOCATED.
23. AIR CHAMBERS FOR WATER HAMMER PROTECTION SHALL BE PROV DED AT ALL FIXTURES AND SH



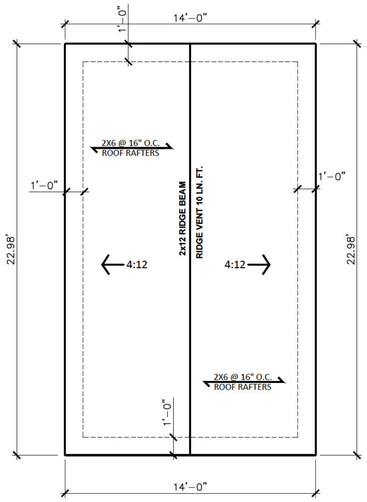
GARAGE FOUNDATION PLAN

1/4" = 1'-0"



ARCH. GARAGE PLAN

1/4" = 1'-0"



GARAGE ROOF PLAN

1/4" = 1'-0"

CONSTRUCTION HOURS/ SITE PROTECTION

THE ERECTION, DEMOLITION, ALTERATION, OR REPAIR OF ANY BUILDING OR SITE WORK IS PROHIBITED BETWEEN THE HOURS OF 6:00 p.m. AND 7:00 a.m. AND SUNDAYS AND HOLIDAYS EXCEPT IN CASE OF AN EMERGENCY IN THE INTEREST OF PUBLIC HEALTH AND SAFETY, AND THEN ONLY WITH WRITTEN PERMISSION FROM THE VILLAGE MANAGER OR DESIGNEE. SUCH PERMISSION MAY BE GRANTED FOR A PERIOD NOT TO EXCEED 3 DAYS WHILE THE EMERGENCY CONTINUES AND MAY BE EXTENDED FOR AN ADDITIONAL 3 DAYS IF THE EMERGENCY CONTINUES. A SIX (6) FOOT CHAIN LINK FENCE SHALL BE INSTALLED AROUND EXCAVATION.

GENERAL NOTCHING AND BORING NOTES

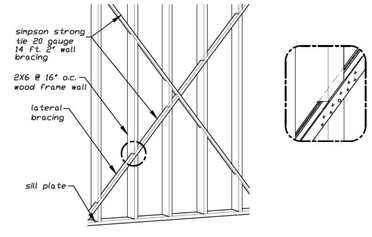
1. NOTCHES IN SOLID LUMBER JOIST, RAFTERS, AND BEAMS, SHALL NOT EXCEED ONE-SIXTH OF THE DEPTH OF THE MEMBER, SHALL NOT BE LONGER THAN ONE-THIRD OF THE DEPTH OF THE MEMBER, AND SHALL NOT BE LOCATED IN THE MIDDLE ONE-THIRD OF THE SPAN. NOTCHES AT THE ENDS OF MEMBERS SHALL NOT EXCEED ONE-FOURTH OF THE DEPTH OF THE MEMBER. THE TENSION SIDE OF MEMBERS 4 INCHES OR GREATER IN NOMINAL THICKNESS SHALL NOT BE NOTCHED EXCEPT AT THE ENDS OF THE MEMBERS.

4. WHERE POSTS AND BEAM OR GIRDER CONSTRUCTION IS USED TO SUPPORT FLOOR FRAMING, POSITIVE CONNECTIONS SHALL BE PROVIDED TO ENSURE AGAINST UPLIFT AND LATERAL DISPLACEMENT.

5. THE DIAMETER OF HOLES DRILLED INTO WOOD FLOOR JOISTS, RAFTERS, AND BEAMS SHALL NOT EXCEED ONE-THIRD OF THE DEPTH OF THE MEMBER. HOLES SHALL NOT BE LOCATED CLOSER THAN 2 INCHES TO THE TOP OR BOTTOM OF THE MEMBER, OR TO ANY OTHER HOLE IN THE MEMBER. WHERE THE MEMBER IS ALSO NOTCHED, THE HOLE SHALL NOT BE CLOSER THAN 2 INCHES TO THE NOTCH.

6. ANY STUD IN AN EXTERIOR WALL AND BEARING PARTITION MAY BE CUT OR NOTCHED TO A DEPTH NOT EXCEEDING 25% OF THE WIDTH OF THE STUD. ANY STUD MAY BE BORED OR DRILLED, PROVIDED THAT THE DIAMETER OF THE RESULTING HOLE IS NO MORE THAN 40% OF THE WIDTH OF THE STUD AND THE EDGE OF THE HOLE IS NO CLOSER THAN 5/8" TO THE EDGE OF THE STUD. A STUD MAY BE BORED TO A DIAMETER OF 60% OF THE STUD WIDTH, PROVIDED THAT SUCH STUDS ARE DOUBLED AND NO MORE THAN 2 SUCCESSIVE STUDS ARE BORED

7. MINIMUM GYPSUM WALL BOARD THICKNESS SHALL BE 5/8" FOR ALL APPLICATIONS



FRAME WALL BRACING (2)

SCALE: N.T.S.

NOTES:

(1) ARCHITECT SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE QUALITY OF MATERIALS OR FOR THE QUALITY OF WORKMANSH P USE ON THE JOB.

(2) ARCHITECT SHALL NOT BE RESPONS BLE FOR ANY SITE INSPECTIONS OF WORK QUALITY OR PROGRESS.

(3) ALL WORK SHALL COMPLY WITH ALL CURRENT APPLICABLE CODES.

(4) CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND SHALL ASSUME FULL RESPONSIBILITY FOR SAME PRIOR TO EXECUTING ANY WORK.

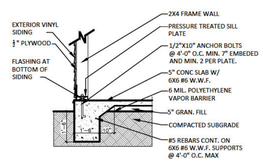
(5) FIGURED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE OF ALL DRAWINGS SEE NOTE 4.

WALL LEGEND

TYPE	NOTE
	VINYL SIDING ON 1/2" EXT. PLYWD. W/ HOUSE WRAP ON OUTBOARD AND 6 MIL VAPOR BARRIER ON INBOARD SIDE, 2X4 @ 16" OC STUDS, UNFINISHED INTERIOR

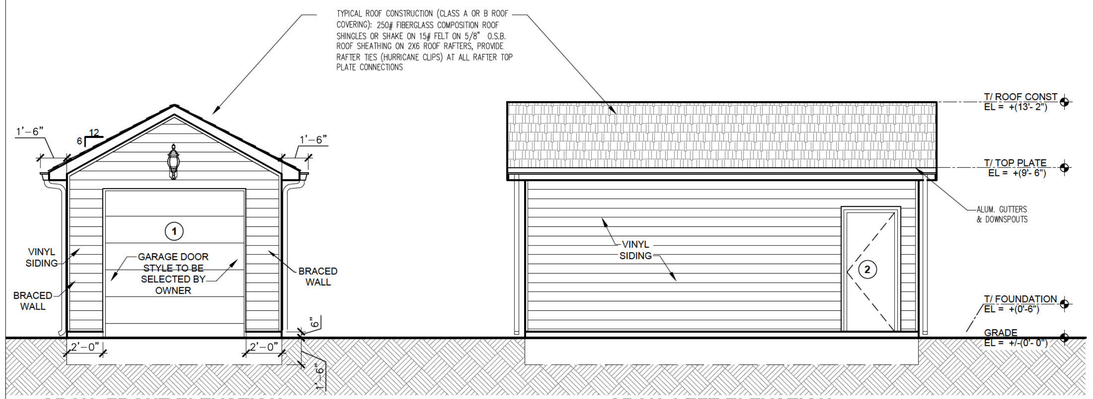
DOOR SCHEDULE SYMBOL: ○

MARK	WIDTH	HEIGHT	DOOR	FRAME	NOTE
1	8'-0"	8'-0"	HC/M	HM	OVERHEAD DOOR
2	3'-0"	6'-8"	HC/M	HM	GARAGE ENTRY DOOR W/WEATHER STRIP



1 SLAB ON GRADE

N.T.S.

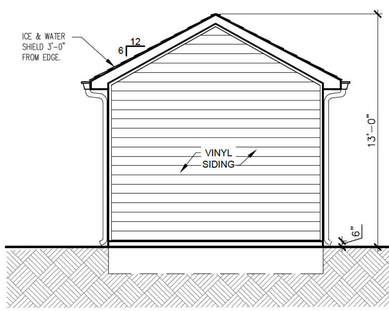


ARCH. FRONT ELEVATION

1/4" = 1'-0"

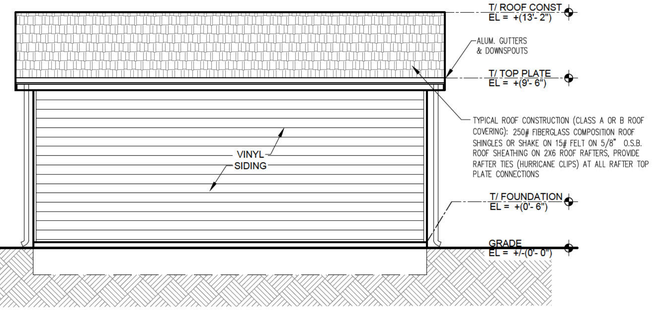
ARCH. LEFT ELEVATION

1/4" = 1'-0"



ARCH. REAR ELEVATION

1/4" = 1'-0"



ARCH RIGHT ELEVATION

1/4" = 1'-0"

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DATE: 1.14.2021

880 WILLOW RD WINNETKA, IL

ARCHITECTURAL FLOOR PLANS, ELEVATIONS & NOTES

A-1

WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF SEPTEMBER 9, 2019 MEETING MINUTES

Zoning Board Members Present:	Matt Bradley, Chairman Sarah Balassa E. Gene Greable Wally Greenough Lynn Hanley Kimberly Handler
Zoning Board Members Absent:	None
Village Staff:	David Schoon, Director of Community Development Ann Klaassen, Senior Planner

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Case No. 19-23-V2: 880 Willow Road: An application submitted by Julian Cazacu seeking approval for zoning variations to allow construction of a new single family residence on the existing foundation at 880 Willow Road. The requested zoning variations would permit the residence (a) to exceed the maximum permitted building size, (b) to provide less than the minimum required front yard setback from Willow Road and (c) to provide less than the minimum required east side yard setback. The Village Council has final jurisdiction on this request.

Ms. Klaassen stated the applicant filed an application seeking approval of three variations, one for GFA in the amount of 2,814 square feet whereas a maximum of 1,880 square feet is permitted, a variation of 934 square feet or 49.68%, a front yard setback of 13.79 feet whereas a minimum of 50 feet is required, a variation of 36.21 feet or 72.4% and a side yard setback variation to allow a side yard setback of 3.2 feet whereas a minimum of 6 feet is required, a variation of 2.8 feet or 46%.

Ms. Klaassen stated the subject property is located on the south side of Willow Road between Birch Street and White Oak Lane. She then stated in April 2019, the applicant was issued a building permit to build a two story addition and remodel the existing residence. Ms. Klaassen stated on July 29, 2019, Village staff noticed the entire structure above grade had been demolished and a stop work order was issued due to the work going beyond the scope of the approved building permit. She then stated given the entire structure was torn down, the Village's codes define the construction now as a new home which is required to meet the current zoning regulations. Ms. Klaassen stated due to the existing nonconforming home being torn down, zoning relief is necessary for the applicant to proceed with construction to rebuild on the existing foundation.

Ms. Klaassen stated the plan submitted for consideration by the Board reflects the same improvements originally approved by the Village in April to remodel the residence and build a two addition at the rear of the home. She stated the proposed two story residence would be constructed on the existing foundation which has been reinforced with concrete. Ms. Klaassen stated the existing foundation is located within the required front and east side yard and the proposed residence would be in the same location as the previous residence with the exception that the residence would extend further south toward the rear of the property in compliance with the required setbacks.

Ms. Klaassen noted the existing lot is legal nonconforming as the lot measured only 4,974 square feet while the R-2 district requires a minimum lot area of 24,000 square feet. She stated the area of the lot is only 20% of the minimum lot requirement. Ms. Klaassen stated in addition, the minimum required average lot width is 100 feet with the current lot measuring less than 38 feet wide. She noted the lot to the east and three lots to the west are all legal nonconforming lots in the R-2 zoning district. Ms. Klaassen reiterated the three variations being requested include a GFA variation, front yard setback and side yard setback. She informed the Board the basement which measured approximately 943 square feet is now included in GFA due to the elevation of the first floor above grade whereas prior to demolition, the basement was not included in the GFA. Ms. Klaassen noted the zoning ordinance requires that basements in buildings constructed since 1989 that have a first floor more than 2.5 feet above grade are to be included in GFA, whereas basements built prior to 1989 are included in the GFA if the basement walls are exposed more than 4 feet above grade. She stated in this particular case, the first floor is located 3 feet 8 inches or 3.67 feet above grade. Ms. Klaassen stated prior to being torn down, the GFA complied with the maximum permitted GFA. Ms. Klaassen stated since the residence was torn down and although the foundation remains, it is considered new construction requiring the entire basement be included in GFA due to the elevation of the first floor above grade.

Ms. Klaassen stated the Board is to consider whether the requested variations meet the standards for granting such variations. She stated following public comment and Board discussion, the Board may make a recommendation to the Village Council regarding the requested relief. Ms. Klaassen noted a draft motion is included on page 7 of the agenda report.

Chairman Bradley informed Ms. Brya she did not have to stay and asked the applicant to speak to the request.

Julian Cazacu, 880 Willow Road, stated he would present the situation to the Board. He stated the home was torn down and the foundation remained to rebuild a new home. Mr. Cazacu stated there are photos of the old home and he decided for the safety of his family and the neighbors, there was no way to build using the existing walls. Chairman Bradley asked if there were any questions from the Board.

Ms. Handler stated the applicant is saying he bought the home for his family and asked if the co-owner is his wife. Mr. Cazacu confirmed that is correct and his wife is a real estate agent. Ms. Handler asked Mr. Cazacu if they were well aware of the due diligence when they purchased a North Shore property. Mr. Cazacu confirmed that is correct. Ms. Handler noted she did research on the property and saw it is one of the older homes in the Village and was built in 1905 with the last time a permit being issued was in 1929. She then asked if they realized it would be a tough haul when they bought the home and if a general contractor looked at the home. Mr. Cazacu confirmed that is correct. Ms. Handler also asked if he had done renovations before and Mr. Cazacu responded not like this. Ms. Handler described the situation as hitting the lottery and whether they did not think the home was well under market value with a low tax bill and they are allowed to build a 1,800 square foot home with a 900 square foot basement. Ms. Handler stated they should be able to build that. Mr. Cazacu stated they wanted to build what would work for them and the old home was small and they could not make four rooms which is why they decided to do an addition and bathroom. Mr. Cazacu also stated the home is almost 2,000 square feet now. Ms. Handler then stated they get to start from scratch and should be able to build a home which would meet their family's needs and the zoning requirements for the Village. She also stated the laws are set for a reason to make sure the housing stock remained as lovely as it is. Ms. Handler then asked why he would not want to do that and build a home in accordance with the ordinance. Mr. Cazacu stated if they were to build a new home according to the requirements, the width

of the home would be 16 feet which is very small. He also stated it would be 50 feet long and they want to keep the existing foundation.

Chairman Bradley referred to the creation of a terrible ordeal in terms of what they contemplated doing. He stated the applicant got a permit to do a build out and upon finding out the walls were not safe, he referred to photos and with regard to the general contractor being able to proceed under the current plans, he asked why the contractor didn't notify the Village he intended to demolish the home. He stated the contractor should have known that would not be authorized. Mr. Cazacu responded when they started demolition, they did it one by one and were planning to keep the east and west walls and found out the home was not safe. He informed the Board the foundation was not connected to the home and they decided to take the whole thing down and that it was a surprise.

Chairman Bradley asked on what date was the demolition done. Ms. Klaassen responded it was noticed on July 29, 2019 and they are not sure if it happened that day. Mr. Cazacu responded it was within a couple of hours. Chairman Bradley then stated the original plans from the April approval did not contemplate a 933 square foot basement and asked if it was intended to be a crawl space. Ms. Klaassen responded it was not. Chairman Bradley stated everything was approved under the condition it would be a renovation and is existing nonconforming and now since the walls were demolished, it needs to be considered as new construction which brought into play the GFA overage. He asked if there were any other questions.

Ms. Hanley asked Mr. Cazacu did they know the home was nonconforming when they bought it. Mr. Cazacu responded they did not. Ms. Hanley asked did the general contractor know. Mr. Cazacu responded with regard to the general contractor, it was his idea to demolish it in case something happened and he did not want to be responsible. Ms. Hanley stated the plans show they need variations and the permitted plans should show what is required and what they would have in terms of minimum side yard etc. Mr. Cazacu responded because of the safety situation, they could not leave it the way it was. Ms. Hanley asked Mr. Cazacu if he was aware if you have a nonconforming building which burned down, you cannot rebuild it nonconforming as it was. Mr. Cazacu reiterated it was for safety reasons. Ms. Hanley stated the issue for discussion is securing and rebuilding walls. Mr. Cazacu informed the Board in a meeting, they discussed trying to connect the walls with the foundation and found there was no way to do it. He also stated the whole home was hanging in the wood and there was no connection or support. Ms. Hanley asked Mr. Cazacu if he is aware he can build if they do a new foundation and they are trying to not build a new foundation. Mr. Cazacu stated they want to keep the existing foundation and build a new home. Ms. Hanley asked if with a new foundation, they can still build a new home with just a front yard variation. Mr. Cazacu confirmed that is correct. Ms. Hanley asked why they could not build on the existing basement. Mr. Cazacu referred to the space needed for the family with five rooms and three bedrooms. Ms. Hanley referred to whether they can build this home on a new foundation conforming to the side yard requirements. Mr. Cazacu noted the foundation is in good shape.

Ms. Klaassen noted the side yard setback for the existing home is set back 3 feet and if they were to remove the foundation and start from scratch, there would have to be a 6 foot setback to the east and 8 feet to the west which leaves a width of 23 feet. Ms. Hanley stated they could still build a 21 foot wide home conforming to the side yard requirements and asked if that would include a driveway. Ms. Klaassen confirmed that is correct on the west side since they would need at least 8 feet for the driveway. Chairman Bradley asked if there were any other questions.

Mr. Greenough asked Mr. Cazacu when they bought the home and Mr. Cazacu responded January 2019 and they never lived in it. Mr. Greenough asked if they considered the possibility of demolishing and building a new home on the site and Mr. Cazacu confirmed that is correct. Mr. Greenough then asked how the Village staff distinguished between it being an inadvertent teardown caused by circumstances and deliberate teardowns. Mr. Schoon responded the submitted plan required them to leave more than 50% of the structure in place to be considered a remodeling and not new home construction. He stated when the developer proceeded with a gut rehab; they discovered the structural support was not safe, which does happen on occasion.

Mr. Greenough asked what led them to believe they could partially demolish the home and rebuild around it. Mr. Cazacu responded the foundation is in good shape and the walls were not open in order to check them deeper and determine the shape of the home. He stated they checked parts of the basement and decided to demolish it that far with 50% of the home being the same but the home had old wood which was not in good shape. Mr. Cazacu stated they want to do the best rebuild so that it would be strong and not a problem in the future. He then stated after the permit was issued, they started demolition slowly and then saw the walls were in bad shape. Chairman Bradley asked if there were any other questions.

Mr. Greable stated when the applicant bought the home, which was built prior to 1989, the basement could have gone 4 feet above the foundation which would have been ok and the home was at 3.67 feet and was legal. Chairman Bradley stated the applicant is not in the position for a height variation that would count toward GFA in the remodel. Mr. Greable stated when the applicant bought the home; the basement was 3.67 feet above the foundation which made it legal. Mr. Cazacu stated he did not have that information and with regard to the existing basement, they broke everything down and referred to new plumbing. Mr. Greable then stated what they are doing now brings in additional first floor height which was not in it before because it was conforming. He asked what is the height they are using that would bring this in to GFA. Mr. Cazacu confirmed the basement would be 7 feet deep and the first floor would be 8 feet. Chairman Bradley stated if the basement is above 2.5 feet, it would be brought in to GFA under the new rules and if they had it at 2.5 feet and below, it would not come in to GFA.

Ms. Klaassen referred the Board to Sheet A-4 which is the building section which showed the grade elevation of 0 with the first floor at 3 feet 8 inches above grade. Mr. Greable asked if it was the same as before the teardown and complies with the old grade. Ms. Klaassen stated it was not included previously since the basement walls were not exposed more than 4 feet and now since it would be new construction, the limit is 2.5 feet to the first floor. Mr. Greable then stated they are only talking about 1 foot which he described as a minor amount. Chairman Bradley asked if there were any other questions from the Board or audience.

Maureen Cline, 350 Birch Street, informed the Board she lives next to the subject property. She stated she is not anti-development and understood there were issues with the previous structure which definitely needed renovations. Ms. Cline then stated she had strong objections to the variations being requested by the developer which will negatively impact their property. She noted the west side of the home which shared the property line with this property only has three windows. Ms. Cline informed the Board the previous structure came as far back as halfway to the kitchen window leaving the remaining windows with unobstructed views and light. She stated the new structure would extend across the kitchen window and one of the two dining room windows leaving only one window with natural light. She stated although the back of the original structure extended into a portion of the kitchen window, there is currently a sufficient distance between both properties to allow natural light into their kitchen.

Ms. Cline stated if the variations are granted, it would allow the new structure to sit closer to their property line and this would no longer be the case. She indicated the developer knew what the permissible footprint was and the purchase price reflected those restrictions. She then urged the Board to reject the petition for these variations so as not to diminish their family's enjoyment of their home and the value of their investment.

Chairman Bradley stated in terms of the setbacks, this is all existing as originally existed for the building in April. He also stated for the permit granted in April, it was compliant with the ability for them to extend the home as originally planned. Ms. Klaassen confirmed that is correct. Chairman Bradley asked if there were any other comments.

Chairman Bradley swore in Doug Deets, 879 Willow Road. Mr. Deets stated he lives across the street and has watched the progression of events on the property which he described as upsetting and the applicant gutted the entire place. He questioned why they did not see the condition of the walls and foundation then. He then referred to a footer being put in for the addition before knocking the home down. Mr. James also stated there was no fencing except a bit around the front of the property. He then stated the electrical was standing on a single piece of wood until the Village saw what occurred and the power company shut it down. Mr. Deets stated while he understood the applicant wanted to go with the existing footprint, the property is very small and questioned the effect on drainage and water for the surrounding neighbors. He referred to a garage which may be in the plans. Ms. Klaassen stated there is not. Mr. Deets then stated the basement is in bad shape with rotting 100 year old bricks. He stated his concern is supervision and given the record of what they have found so far, there is a need for better supervision of the applicant and the home should be built within the conformity of the guidelines. Chairman Bradley asked if there were any other comments.

Chairman Bradley swore in Laurie DeJaines (sp?), 879 Willow Road. Ms. DeJaines stated she did not believe based on the plans they reviewed that what they bought and what they intend to do should be approved for the reasons stated by the neighbor at the corner of Birch. She informed the Board their home was also built in 1905 and for the work done at that property, for a home this old and with a realtor as a family member, they should have known what the restrictions are. Ms. DeJaines stated in order to maintain the home integrity in the Village, building a larger home would be detrimental to the neighbors. She also stated it is already difficult to get in and out of the shared driveway and it is dangerous for the children next door since there was no fencing until the work stoppage on July 29th. Ms. DeJaines referred to three children across the street whose home shares the driveway. She then stated with regard to the work to be done, the Village told them it's just a remodel and addition when clearly, it was not. Ms. DeJaines then stated when the electric pole was left standing; they connected it to a pole in her front yard which was a huge danger. She also stated they have watched the entire progression of the work being done from their home and while she understood the applicant wanted a larger home and have the variations accepted for his family, the Village should stand by the zoning laws and restrictions as well as for the protection of the community. Ms. DeJaines added while she is not against a new home being built, a 1,800 square foot home in Winnetka is in great demand and concluded it would be a detriment to not adhere to the regulations. Chairman Bradley asked if there were any other comments.

Chairman Bradley swore in Kelly Horn, 340 Birch. Ms. Horn stated she saw everything happen and had extreme concerns about the negligence and possible bait and switch which looked deliberate and happened quickly. She informed the Board they had a tree removed from their front yard and went through the proper approval process, talked to the Village Forester, etc. Ms. Horn then stated for

the safety and the community, she is very concerned about what happened. She also stated there was a lack of integrity and a huge concern going forward that if they wanted to build an addition that should have been done. Ms. Horn reiterated for the work they did to their home, they went through the appropriate process. She again referred to it being a bait and switch and the applicant's first call should have been to the Village if they felt the walls were unsafe. Ms. Horn commented it is upsetting to them as neighbors and encouraged them to look at the precedence set by the homeowner and the integrity of the process should be upheld.

Chairman Bradley asked if there were any other comments. No additional comments were made at this time. He stated the Board would now bring the matter in for discussion and asked the Village staff if they had paperwork in terms of the contractor working on the site as to whether they were licensed, bonded and insured. Ms. Klaassen responded they are required to do that. Chairman Bradley stated it was a typical process by which oversight in terms of interior renovation and fencing being required, he asked to what extent the Village monitors what is happening from the period in April and notice of demolition if there was any. Ms. Klaassen stated Village staff does code enforcement which did not mean there was not any communication. She noted inspections are done through all phases of construction. Chairman Bradley stated if the applicant is granted permission to move forward, he referred to there being restriction around the surrounding area since it is new construction and security fencing being taken care of. Ms. Klaassen confirmed that is correct.

Chairman Bradley asked if there was any additional comment and stated he did not have the sense the Board is leaning one way or the other. He noted the Board is a recommending body to the Village Council to approve or deny the request. Ms. Balassa stated she did not want there to be confusion with regard to the neighbors' concerns or lose sight of the Board's requirements. She stated to review, the home the applicant wanted to build was approved initially as an addition and remodel in the exact same footprint and for them to keep the foundation and to do anything, it would not be conforming and variations are required. Ms. Balassa stated in connection with the concerns of the neighbors' natural light and air and effect on their property, they would not have had the ability to bring those concerns with the remodel and addition and asked if there is no forum for that. Ms. Klaassen confirmed that is correct because the addition and remodel complied with the regulations. Ms. Balassa then asked if the only way it would come into conformance is to start fresh with a new foundation and stated those four homes would no longer be in alignment which would change the streetscape and look of the street on Willow Road. Ms. Klaassen confirmed that is correct. Ms. Balassa referred to the concerns with regard to the children's safety issues which are very important to address no matter what. She also stated she did not attribute the situation to be a bait and switch and the Board cannot assess that here and for the testimony of the petitioner, photos and information, it is not relevant. Ms. Balassa reiterated the Board should not discuss that and should say what is the best solution going forward. She noted there would be a change to the neighborhood either way and the request was already approved for an identical home by the Village, it is a difficult question. Ms. Balassa stated she is leaning toward allowing the request and noted it is a very tight space and they have to make the best of the situation.

Ms. Handler referred to the satellite view and the home being the most forward home on the block. Ms. Balassa stated it is by minor amounts and the distance between the homes is very tight which had an effect on the neighbors. She added she did not know how much they should take the natural light effect into account. Ms. Handler referred to the natural light effect since they would turn the back room into a two story addition. Ms. Balassa confirmed they are allowed to do that and the neighbors' concern is not resolved.

Chairman Bradley stated it becomes an issue of semantics when you consider the qualifications of the property. He stated before the decision of the contractor was made to tear down the home, it was in compliance with the ordinance for renovation and an addition. Chairman Bradley noted the R-2 district calls for 24,000 square feet and the applicant tried to put on an improvement and was staying within the space provided. He then stated but for the careless decision which was done out of safety of the teardown, they are now to look at it as new construction. Chairman Bradley then stated the issues of the front yard setback and side yard setback are semantics to him and the structure was in place when the home was bought and referred to the age of the home and neighbors who bought their homes. He also referred to a home that size and housing stock staying available on the small parcel. Chairman Bradley then stated the issue of GFA and overage only come in play because they are now to look at it as new construction and the 933 square feet proffered overage is due to how the current foundation would be set up. He also stated a 7 foot high ceiling is not elaborate for the structure or space. He referred to stopping the applicant from going further down to stay within the side yard setback and front yard setback to build an allowable home and the reason they are having the conversation and the contractor is on watch now who decided to tear the home down.

Chairman Bradley noted the neighbors' concerns are valid and justified in terms of safety and referred to citizens flagging issues to make sure things are policed. He then stated he would reluctantly be in favor of the applicant going forward because semantics are driving it. Chairman Bradley also stated he understood the residents' concerns and with regard to the reduction of light in the backyard, the Board cannot make a decision on their rights to build on the property as long as it is in compliance with the zoning ordinance. He agreed it is clear the variations given would not make a bigger home than before on the property except what is allowed to take them beyond what was there before and they would not have been given a variation to build anything if they were not within their legal right to build from April.

Mr. Greenough referred to concern with regard to bait and switch, and he stated the proposed building is what was already going to be built. He cautioned them to talk to the contractor and added he would be in favor of the request.

Ms. Hanley stated while she did not feel there was a bait and switch, she referred to buying a nonconforming 115 year old home and this happened whether it was intentional or not, the home was demolished and the applicant should start within the confines of the zoning ordinance if they build a new structure. She also stated they should not judge as to whether it was intentional or not and when there is demolition of any kind, you should not be permitted to go ahead and not rebuild within conformity. Ms. Hanley also stated they are subjecting to the situation being used as a loophole to skip the demolition process and described the situation as extremely unfortunate. She also stated in shoring the walls, foundation, etc. and jumping to demolition, they have to conform. Ms. Hanley then stated she is sympathetic to the neighbor's light issues, which is why they have ordinances, although a 50 foot setback in the front would be ridiculous. She suggested they reapply for the front yard setback or allow for a driveway and as a result of the demolition, to try to conform to the ordinance. Ms. Hanley added she would hate to create a loophole and referred to other homes which were intentionally or unintentionally demolished and they do not want to set up a precedent.

Mr. Greenough asked in those instances, if the concern is to take advantage of the demolition and building something new. Ms. Hanley responded if the home falls down to the foundation, the new home should conform to zoning. Chairman Bradley noted that is not possible in the R-2 district and given how that lot is zoned; it would always need a variation. Ms. Hanley then stated an attempt should be

made to conform although a variation of the 50-foot setback should be allowed. Chairman Bradley noted it is only because of the height of the basement that a GFA variation is necessary. Ms. Hanley stated with a lower foundation, they can still build a 1,800 square foot home and she would not recommend approval of the request as is and suggested the applicant come back with another design.

Chairman Bradley stated the Board seemed to be moving toward the applicant withdrawing the request and reappear with modifications. Ms. Klaassen stated they would not withdraw the application but would be given the opportunity to continue the case in order to revise the plans.

Mr. Greable stated he saw the property and described it as an unusual situation. He then stated the existing foundation for the front and side setbacks is ok and would remain the same as it was. Mr. Greable stated the first floor is giving him problems which is the basement which resulted in it being 2,813 square feet and the basement being 933 square feet. He stated that takes it over 2.5 feet and that is the new rule and under the old rules prior to 1989, it was 4 feet. Mr. Greable then stated if they stay below 4 feet, it would be in compliance and the basement would only be 3.67 feet above grade. He reiterated the front and side yard setback are in compliance under the old rules and this is in compliance with the old rules and he would therefore vote in favor recognizing the final decision maker is the Village Council.

Ms. Handler stated there has been a lot of commentary and there are eight standards required to vote in favor of the variance. She referred to three standards which she did not see as being met, the first of which is reasonable return. Ms. Handler stated it would be new construction and would yield reasonable return if built in accordance with the current laws. She stated with regard to the plight of the applicant being due to unique circumstances, they are looking at a lot which is effectively a vacant lot and required to be treated as new construction and they can construct a new home within zoning. Ms. Handler also stated it is not a unique or narrow lot and has one street frontage. She then stated with regard to light and air, when there would have been renovation on the existing home, it would not have impaired light and air. Ms. Handler stated now it is new construction and they have to look at it under those standards. She concluded by stating based on the plans and testimony of the neighbors, the new home would impair the light and air of the adjoining home and she would not vote in favor of the request since it did not meet three of the eight standards.

Chairman Bradley stated it is clear there is a set of standards to consider in order to grant variations. He then referred to reasonable return and because it is new construction and in the R-2 district, the minimum lot area is 24,000 square feet and this property cannot be built on without variances. He then stated to the extent standard one is in question, he would be on the side of the applicant and no home is possible on the lot. Ms. Klaassen stated to clarify; it is still considered a buildable lot. Chairman Bradley then stated if they build a new home, the front yard setback would have to be 50 feet with there being nothing left to build a home.

Mr. Greenough then stated he was moved by Ms. Handler's comments and referred to the concern of the idea they ended up with total demolition and not treat what comes as new construction which is what it is. He confirmed he is now against the request.

Chairman Bradley stated there are three Board Members in favor and three against the request and referred to how the Board would proceed. Mr. Schoon stated the Board can try to identify whether there would be a favorable amount of votes to approve an amended application so as to convince one Board Members opposed to the project to recommend granting a variation. He also stated it would

require the applicant agreeing to that. Mr. Schoon then stated he is hearing there may be a need for variations but this set of variations would not be appropriate. He questioned what set of variations did the Board feel would be appropriate. Ms. Handler stated she could not support the GFA variation and that a new foundation can be built in compliance with GFA and side yard requirements.

Chairman Bradley questioned how to suggest variations which are not before the Board. He noted GFA is over the requirement because of treating the request as new construction. Chairman Bradley then stated even if they say the applicant can lower the grade by some amount of the foundation to allow no more than 2.5 feet above grade so that the 933 square foot variation goes away or build a new foundation. He indicated it would not be appropriate for the Board say to the applicant what to do with their property and to give the applicant a delay on the decision given the comments made by those not in favor. Mr. Schoon informed the Board they can take more than one meeting if they cannot reach an agreement, and after that try to forward a recommendation to the Village Council. He stated the others can be asked how they could support it or not and then have the applicant come back to the next meeting.

Chairman Bradley indicated it sounded like setbacks are not a deal breaker for Ms. Hanley. Ms. Hanley referred to the east setback problem and FAR. She added a decent size home can be built with a 10 foot driveway while leaving 8 feet on the other side with a 20 foot wide home. Ms. Hanley noted it is 21.5 feet now and the applicant can still build a decent home and meet the east setback and FAR requirements. Mr. Greenough stated they should not tie up the applicant, and the request should go on to the Village Council. He then stated he would be in favor to recommend approval and heard the reluctance.

Chairman Bradley asked Ms. Handler with regard to her comments being rigid in that new construction should be built in the strict interpretation of the regulations in the R-2 district and whether all three variations were not acceptable to her. Ms. Handler responded some sort of front yard setback variation of the 50-foot requirement would be reasonable. She reiterated FAR is the problem.

Chairman Bradley noted for the record potentially letting the rules allow intention and they would be asking the applicant to spend money to demolish the foundation of the home at 21.53 feet in width, which in April was compliant, to reduce it to 20 feet. He stated it amounted to 18 inches and the cost the applicant would have to pay to get 18 inches for the side yard setback strikes him as not being reasonable. Chairman Bradley then stated he appreciated the rigid holding to the standards, and they should offer the applicant the ability to delay a vote and to recommend the applicant connect with their contractor or architect with regard to plans to eliminate GFA and assuage the setback variations to salvage the existing foundation.

Chairman Bradley then asked for a motion to recommend approval of the applicant's request as set forth on page 7 of the staff report. Such a motion was made by Mr. Greable and seconded by Mr. Greenough. A vote was taken and the motion passed, 4 to 2.

AYES: Balassa, Bradley, Greable, Greenough
NAYS: Handler, Hanley

***

Prepared by:
Peter M. Friedman
Holland & Knight, LLP
150 N. Riverside Plaza, 27th Floor
Chicago, Illinois 60606

After recording, return to:
Recorder's Box 266

Doc# 1930516078 Fee $88.00

EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 11/01/2019 03:35 PM PG: 1 OF 20

ORDINANCE NO. M-17-2019

AN ORDINANCE GRANTING VARIATIONS FROM THE WINNETKA ZONING ORDINANCE FOR THE CONSTRUCTION OF A SINGLE FAMILY RESIDENCE WITHIN THE R-2 SINGLE FAMILY RESIDENTIAL DISTRICT

(880 Willow Road)

VILLAGE·OF·WINNETKA

Incorporated in 1869

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, do hereby certify that I am the duly appointed, qualified and Deputy Village Clerk of the Village of Winnetka, Cook County, Illinois (the "Village") and as such officer I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the Council (the "Village Council") thereof.

I do further certify that attached hereto is a full, true, and complete copy of the following:

ORDINANCE NO. M-17-2019

AN ORDINANCE GRANTING VARIATIONS FROM THE WINNETKA ZONING ORDINANCE FOR THE CONSTRUCTION OF A SINGLE FAMILY RESIDENCE WITHIN THE R-2 SINGLE FAMILY RESIDENTIAL DISTRICT (880 Willow Road)

Adopted by the Winnetka Village Council on October 1, 2019.

I do further certify that the deliberations of the Council on the adoption of said Ordinance were taken openly; that the vote on the adoption of said Ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice of said meeting; that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended; and that the Council have complied with all of the applicable provisions of said Act, their procedural rules and the Village charter in the adoption of said Ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this 16th day of October, 2019.

[SEAL]

By: [redacted]
Deputy Village Clerk

ORDINANCE NO. M-17-2019

AN ORDINANCE GRANTING VARIATIONS FROM THE WINNETKA ZONING ORDINANCE FOR THE CONSTRUCTION OF A SINGLE FAMILY RESIDENCE WITHIN THE R-2 SINGLE FAMILY RESIDENTIAL DISTRICT (880 Willow Road)

WHEREAS, Iulian Cazacu and Donya Tanzif (collectively, the ***"Applicant"***) are the record title owners of the parcel of real property commonly known as 880 Willow 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"***); and

WHEREAS, the Subject Property was previously improved with a Single Family Residence (***"Former Structure"***), however, the Applicant demolished the Former Structure except for its foundation; and

WHEREAS, the Former Structure existed prior to February 7, 1989, and accordingly did not have the basement area included in the maximum building size and was a nonconforming structure related to front and corner yard setbacks and side yard setbacks; and

WHEREAS, the Applicant now desires to reconstruct a single-family residence on the Subject Property on the foundation of the Former Structure (***"Proposed Improvement"***); and

WHEREAS, pursuant to Section 17.64.040.E of the Winnetka Zoning Ordinance (***"Zoning Ordinance"***), no lawful nonconforming building that is destroyed shall be repaired or restored to its condition immediately prior to the occurrence of the destruction if the cost of such restoration would exceed 50 percent of the cost of construction of such building unless such building shall be made to conform to all of the regulations of the district in which it is located; and

WHEREAS, pursuant to Section 17.30.040 of the Zoning Ordinance, the Subject Property must have a gross floor area no greater than 1,879.94 square feet; and

WHEREAS, pursuant to Section 17.30.050 of the Zoning Ordinance, the Subject Property must have a minimum front yard setback of 50 feet; and

WHEREAS, pursuant to Section 17.30.060 of the Zoning Ordinance, the Subject Property must have a minimum side yard setback of 6 feet; and

WHEREAS, the Applicant filed an application for variations from: (i) Section 17.30.040 of the Zoning Ordinance to permit the Proposed Improvement to have a gross floor area of approximately 2,813.9 square feet; (ii) Section 17.30.050 of the Zoning Ordinance to permit the

construction of the Proposed Improvement with a front yard setback of approximately 13.79 feet; and (iii) Section 17.30.060 of the Zoning Ordinance to permit the construction of the Proposed Improvement with a side yard setback of approximately 3.2 feet (collectively, ***"Variations"***); and

WHEREAS, on September 9, 2019, after due notice thereof, the Zoning Board of Appeals (***"ZBA"***) conducted a public hearing on the Variations and, by a vote of four to two, the members then present recommended that the Council of the Village of Winnetka (***"Village Council"***) approve the Variations; and

WHEREAS, pursuant to Section 17.60.050 of the Zoning Ordinance, the Village Council has determined that: (i) the Variations are 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 Variations have been sought; and

WHEREAS, the Village Council has determined that approval of the Variations 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 VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variations from Sections 17.30.040, 17.30.050, and 17.30.060 of the Zoning Ordinance to permit the construction of the Proposed Improvement on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

A. Commencement of Construction. The Applicant must commence the construction of the Proposed Improvement 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 Improvement and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.

C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes,

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

D. Compliance with Plans. The development, use, and maintenance of the Proposed Improvement on the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards: the 880 Willow Road Development Plan, prepared by Eduard Livanu, consisting of nine sheets, a copy of which is attached to, and by this reference, made part of this Ordinance as **Exhibit B** (***"Plans"***).

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 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 variations.

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.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 1st day of October, 2019, pursuant to the following roll call vote:

AYES: Trustees Coladarci, Cripe, Lanphier, Swierk and Wedner

NAYS: None

ABSENT: Trustee Dearborn

APPROVED this 1st day of October, 2019

Signed: [redacted]

Village President

Countersigned: [redacted]

Village Clerk

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this 2nd day of October, 2019.

Introduced: Waived

Passed and Approved: October 1, 2019

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 7 and the East Half of Lot 6 in Oak Grove Addition to Winnetka, a subdivision of the East 8 acres of the Northwest ¼ of the Southeast ¼ of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 880 Willow Road Lane, Winnetka, Illinois.

PIN: 05-20-400-022-0000

EXHIBIT B

PLANS

(SEE ATTACHED EXHIBIT B)

Exhibit B

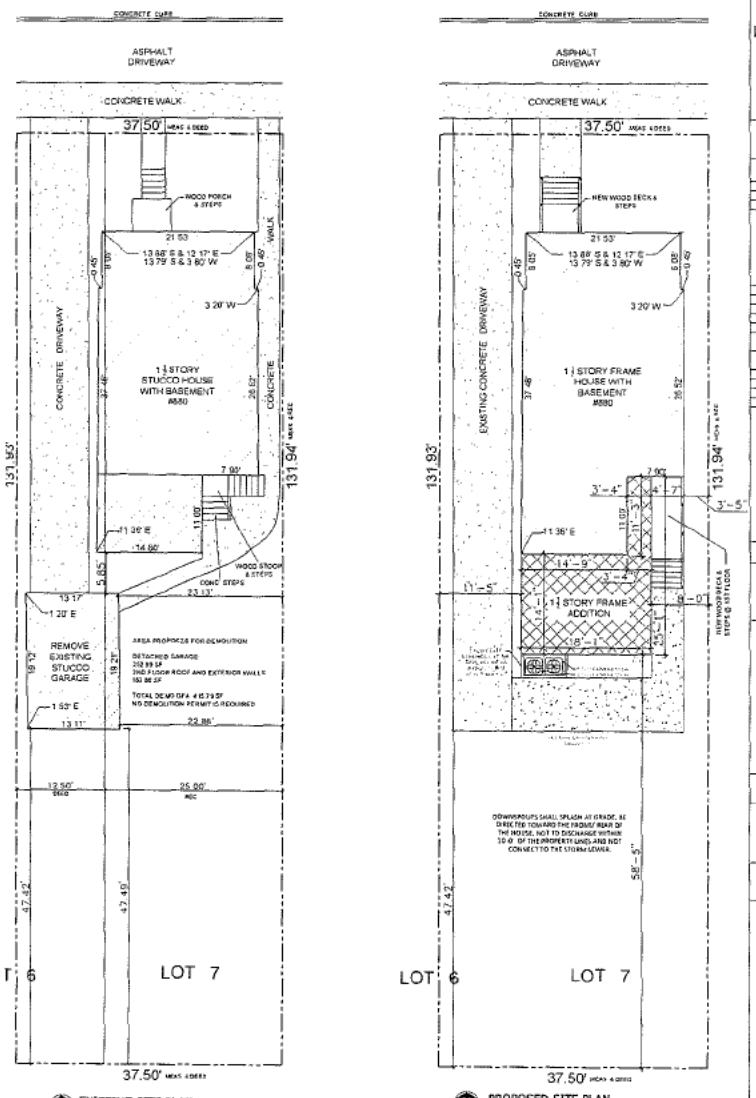
REVISION TO PREVIOUSLY PERMITTED PROJECT FOR EXISTING EXTERIOR FRAME WALLS REPLACEMENT AND EXISTING 1ST FLOOR FRONT ROOF REPLACEMENT, DUE TO UNSAFE STRUCTURAL CONDITIONS, SAME DIMENSIONS AND SETBACKS AS EXISTING. EXISTING BASEMENT RETAINING WALLS AND BRICK WALLS ABOVE GRADE TO REMAIN.

PREVIOUSLY PERMITTED SCOPE OF WORK: NEW 1½ STORY FRAME REAR ADDITION, INTERIOR REMODELING OF EXISTING HOUSE, REMOVE EXISTING FLOOR STRUCTURE AND REPLACE WITH NEW, NEW WOOD DECK AND BALCONY AT REAR, NEW WOOD STAIRS AT FRONT, REMOVE AND REPLACE EXISTING WINDOWS, INSTALL NEW SIDING AS PER PLANS

AT

880 WILLOW AVE.

LOT 7 AND THE EAST HALF OF LOT 6 IN OAK GROVE ADDITION TO WINNETKA, A SUBDIVISION OF THE EAST 8 ACRES OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS
LAND TOTAL AREA 4947.22 SQ.FT. = 0.1136 ACRE



ZONING INFORMATION

ISSUE	ORDINANCE REQUIREMENT	ACTUAL
ZONING DISTRICT	R-2	R-2
LOT AREA	10,019.94 SF	BASEMENT 7.8" ABOVE GRADE 933 SF (EXISTING BASEMENT WALLS TO REMAIN AND ABOVE GRADE LEVEL TO REMAIN W/ REPLACEMENT) 1ST FLOOR 1,229.07 SF 2ND FLOOR ABOVE 1ST 644.48 SF TOTAL GFA 1,873.55 SF
ROOFED LOT COVERAGE	1,252.80	1,229.07
IMPERVIOUS LOT COVERAGE	2,673.93	2,236
BUILDING HEIGHT TO RIDGE	30'-0"	28'-6"
MINIMUM YARDS - FRONT (NORTH)	30'-0"	13'-3"
MINIMUM YARDS - SIDE (EAST)	8'-0"	5'-3" 6'-7"
MINIMUM YARDS - SIDE (WEST)	8'-0"	11'-4" 11'-5"
MINIMUM YARDS - REAR	19.79'	58'-5"
NUMBER OF BEDROOMS		2
FIRE SPRINKLER SYSTEM TO BE PROVIDED		NO

ZONING: R-2 SINGLE FAMILY

BUILDING CODES

2009 INTERNATIONAL BUILDING CODES & INTERNATIONAL RESIDENTIAL CODES FOR ONE & TWO FAMILY DWELLINGS

2015 INTERNATIONAL ENERGY CONSERVATION CODES WITH THE ILLINOIS AMENDMENTS

2008 NATIONAL ELECTRIC CODE

2014 STATE OF ILLINOIS PLUMBING CODE

2009 INTERNATIONAL MECHANICAL CODES & INTERNATIONAL FIRE CODES

2009 NFPA LIFE SAFETY CODES AND THE VILLAGE OF WINNETKA BUILDING CODES DATED APRIL 20

2011 AND AMENDMENTS TO THE INTERNATIONAL CODES DATED AUGUST 16, 2012

DESIGN LOADS

ROOF LOAD	LIVE = 20 PSF
FLOOR LOAD	LIVE = 40 PSF (30 PSF AT SLEEPING AREAS)
WIND LOAD	90 MPH
GROUND SNOW LOAD	30 PSF

REFERENCE DRAWINGS

T-1 TITLE SHEET, SITE PLAN, & NOTES
G-1 GENERAL NOTES
D-1 DEMOLITION FLOOR PLANS
A-1 ARCHITECTURAL FLOOR PLANS
A-2 ARCHITECTURAL DETAILS, SCHEDULES AND NOTES
A-3 ARCHITECTURAL FRAMING PLANS
A-4 ARCHITECTURAL LONGITUDINAL SECTION AND FIRE STOPPING DETAILS
A-5 ARCHITECTURAL WOOD PORCH DETAILS
A-6 ARCHITECTURAL ELEVATIONS
M-1 MECHANICAL FLOOR PLANS
M-2 MECHANICAL SCHEDULES AND NOTES
E-1 ELECTRICAL FLOOR PLANS AND NOTES
E-2 ELECTRICAL LOAD CALCS & NOTES
P-1 PLUMBING NOTES AND DIAGRAMS

DRAWINGS LIST

T-1 TITLE SHEET SITE PLAN & NOTES
D-1 DEMOLITION FLOOR PLANS
A-1 ARCHITECTURAL FLOOR PLANS
A-2 ARCHITECTURAL DETAILS SCHEDULES AND NOTES
A-3 ARCHITECTURAL FRAMING PLANS
A-4 ARCHITECTURAL LONGITUDINAL SECTION AND FIRE STOPPING DETAILS
A-5 ARCHITECTURAL WOOD PORCH DETAILS
A-6 ARCHITECTURAL ELEVATIONS

ABBREVIATIONS

A/B	ANCHOR BOLT	EAST	EXISTING	PROVID	PROVIDED
ABV GRS	ABOVE GRADE	EXT	EXTERIOR	PS	PLUMBING STACK
ACC	ACCESSIBLE	F D	FLOOR DRAIN	PSF	POUNDS PER SQUARE FOOT
ACT	ACOUSTICAL TILE	F F	FINISH FLOOR	PSI	POUNDS PER SQUARE INCH
A D	AREA DRAIN	FIN	FINISH	PSL	PARALLEL STRAND LUMBER
A F F	ABOVE FINISHED FLOOR	FLR	FLOOR	PT	PRESSURE TREATED
AFI	ARC FAULT INTERRUPTER	FNDN	FOUNDATION	PTD	PAINTED
A F G	ABOVE FINISHED GRADE	FTG	FOOTING	PVC	POLYVINYL CHLORIDE
APT	APARTMENT	FURN	FURNACE	QT	QUARRY TILE
B/	BELOW	F W	FANT WALL	R	RISER
BLKG	BLOCKING	GFI	GROUND FAULT INTERRUPTER	RA	RETURN AIR
B O	BOTTOM OF	GL	GLAZING	REF	REFRIGERATOR
BR	BEDROOM	GLBL	GLAS BLOCK	REQD	REQUIRED
BRG	BEARING	GND	GROUND	REQ'D	REQUIRED
BRK	BRICK	GYP BD	GYPSUM BOARD	RET	RETURN
BSMT	BASEMENT	HC	HOLLOW CORE	Rm	ROOM
B/SH	BATH/SHOWER	HDWR	HARDWARE	R O	ROUGH OPENING
C	CARBON MONOXIDE DETECTOR	HM	HOLLOW METAL	S	SEAMLESS
CAB	CABINET	HR	HOUR	SD	SOUND DEAD
CFM	CUBIC FEET PER MINUTE	HT	HEIGHT	SDFS	SEALED CONCRETE FLOOR
CNCRTD	CONCRETE	HWH	HOT WATER HEATER	S D	SMOKE DETECTOR
CLG	CEILING	INSUL	INSULATION	S F	SQUARE FEET (FOOT)
CLR	CLOSET	INT	INTERIOR	SHO	SHOWER
CPT	CARPET	J BOX	JUNCTION BOX	SHT	SHEET
CMU	CONCRETE MASONRY UNIT	KIT	KITCHEN	SIM	SIMILAR
CSMT	CASEMENT	KSF	KIP PER SQUARE FOOT	SP	SUMP PUMP
CONST	CONSTRUCTION	LAV	LAVATORY	SEP	SEPARATE/SEPARETE/SEP
CONT	CONTINUOUS	LB	POUND	STL	STEEL
C T	CERAMIC TILE	LBP	LEAD BASED PAINT	STRUCT	STRUCTURAL
C U	CONDENSING UNIT	LIN	LINEN CLOSET	T	TREAD
D	DRYER	LN RM	LAUNDRY ROOM	T&B	TOP AND BOTTOM
DBL	DOUBLE	LL	LIVE LOAD	T D	TRAVEL DISTANCE
DIM	DIMENSION	LVL	LAMINATED VENEER LUMBER	T&G	TEMPERED GLASS
DIV RM	DINING ROOM	MANUF	MANUFACTURER	T O	TOP OF
DISP	DISPOSAL	MATL	MATERIAL	T&P	TEMPERATURE AND PRESSURE
DL	DEAD LOAD	MAX	MAXIMUM	TJ	TRUSS JOIST
DR	DOOR	MECH	MECHANICAL	TYP	TYPICAL
DS	DOWN SPOUT	MIN	MINIMUM	UL	UNDERWRITERS LABORATORY
DTL	DETAIL	MIR	MIRROR	VERT	VERTICAL/PERPENDICULAR
DW	DISHWASHER	M O	MASONRY OPENING	VENT	VENTILATION
EA	EACH	MTD	MOUNTED	V I F	VERIFY IN FIELD
EF	EXHAUST FAN	MTL	METAL	V I R	VENT TO ROOF
EIFS	EXTERIOR FINISH INSULATING SYSTEM	N I C	NOT IN CONTRACT	W	WASHER
ELEC	ELECTRIC	NTS	NOT TO SCALE	WH	WATER HEATER
ELEV	ELEVATION	O C	ON CENTER	W C	WATER CLOSET
EP	EJECTOR PUMP	OCC	OCCUPANCY	WD	WOOD
EQUIP	EQUIPMENT	OPN	OPPOSITE HAND	WSH	WASHER/DRYER
EXH	EXHAUST	P C	PULL CHAIN	WW	WEATHER WOOD
EXP	EXPOSED CONSTRUCTION	PLYWD	PLYWOOD	WWF	WELDED WIRE FABRIC

ENERGY CONSERVATION CODE COMPLIANCE STATEMENT

I CERTIFY THAT I AM REGISTERED ENERGY PROFESSIONAL (REP) AND I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ATTACHED PLANS FOR FULLY COMPLY WITH THE REQUIREMENTS OF 2015 INTERNATIONAL ENERGY CONSERVATION CODE

CERTIFICATION STATEMENT

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF CONFORM TO THE CURRENT EDITION OF VILLAGE OF WINNETKA BUILDING AND ZONING CODE

GENERAL NOTES:

1. DRAWINGS GENERALLY INDICATE SCOPE OF WORK. EACH CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO START OF WORK TO ENSURE A COMPLETE AND PROPER INSTALLATION OF THEIR WORK. SEE SPECIFICATIONS FOR ADDITIONAL NOTES.
2. ALL WORK SHALL COMPLY WITH VILLAGE OF WINNETKA, STATE AND FEDERAL ORDINANCES HAVING JURISDICTION. NOTHING HEREIN SHALL BE INTERPRETED TO THE CONTRARY. ALL PERMITS AND INSPECTIONS REQUIRED SHALL BE SECURED BY THE CONTRACTOR INVOLVED.
3. EVERY CONTRACTOR AND SUB-CONTRACTOR BY USING THESE PLANS FOR THEIR WORK HEREBY AGREES TO HOLD THE VILLAGE OF WINNETKA, THE OWNER OF RECORD, THE ARCHITECT OF RECORD, DANGARI & ASSOCIATES, LLC., INCLUDING THEIR RESPECTIVE EMPLOYEES AND AGENTS, WHILE ACTING WITH THE SCOPE OF THEIR DUTIES, FROM AND AGAINST ANY LIABILITY, CLAIMS, DAMAGES AND THE COST OF DEFENSE, ARISING OUT OF THE CONTRACTORS PERFORMANCE OF THE WORK DESCRIBED IN THESE PLANS AND SPECIFICATIONS, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER, ARCHITECT, ENGINEER OR THEIR EMPLOYEES AND AGENTS.

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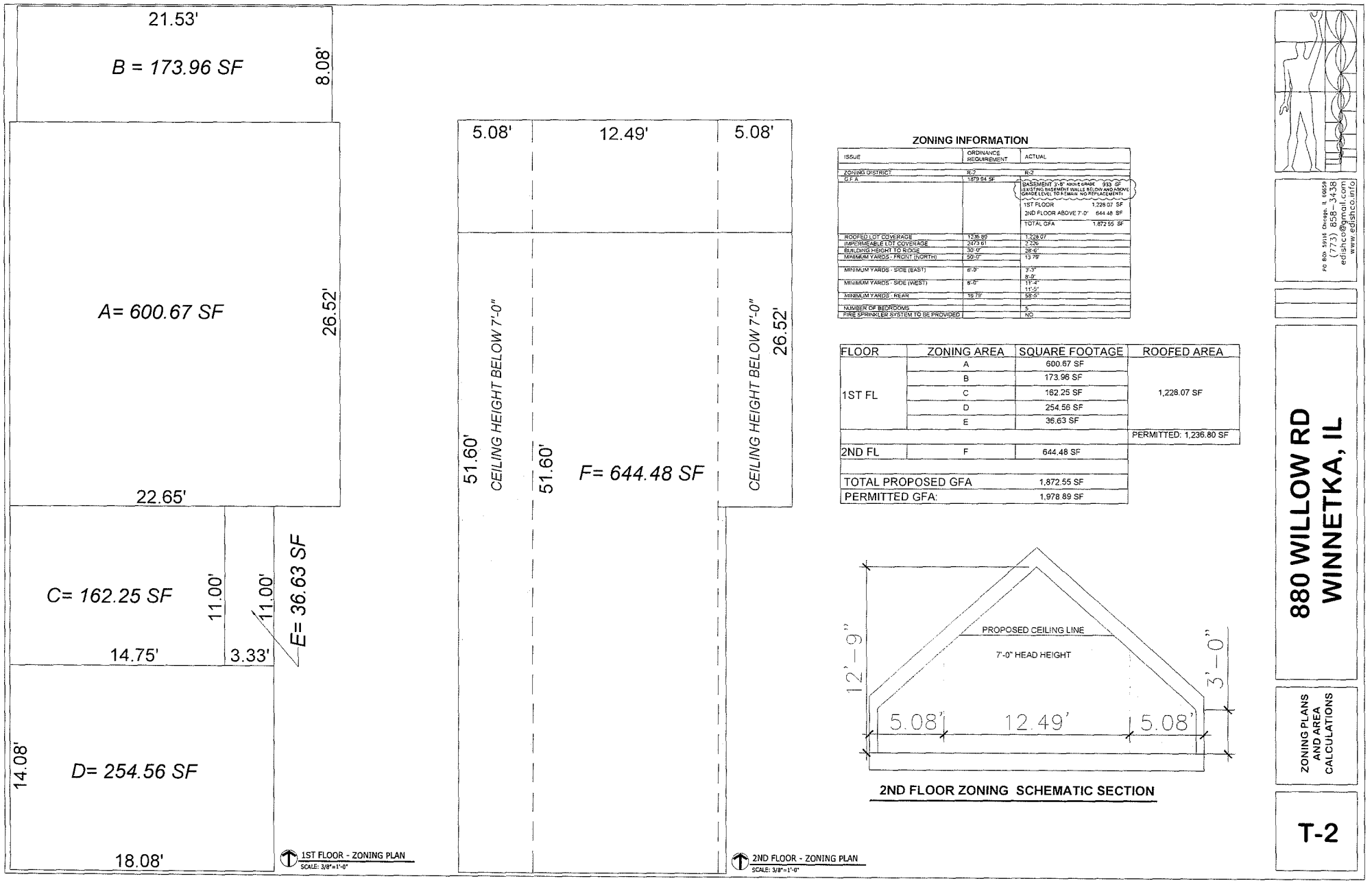
880 WILLOW RD
WINNETKA, IL

TITLE SHEET
SITE PLANS &
NOTES

T-1



ZONING INFORMATION

ISSUE	ORDINANCE REQUIREMENT	ACTUAL
ZONING DISTRICT	R-2	R-2
G.F.A.	1,879.94 SF	BASEMENT 3'-8" ABOVE GRADE 933 SF (EXISTING BASEMENT WALLS BELOW AND ABOVE GRADE LEVEL TO REMAIN, NO REPLACEMENT) 1ST FLOOR 1,228.07 SF 2ND FLOOR ABOVE 7'-0" 644.48 SF TOTAL GFA 1,872.55 SF
ROOFED LOT COVERAGE	1236.80	1,228.07
IMPERMEABLE LOT COVERAGE	2473.61	2,320
BUILDING HEIGHT TO RIDGE	30'-0"	28'-6"
MINIMUM YARDS - FRONT (NORTH)	50'-0"	13.79'
MINIMUM YARDS - SIDE (EAST)	6'-0"	3'-3" 8'-0"
MINIMUM YARDS - SIDE (WEST)	6'-0"	11'-4" 11'-5"
MINIMUM YARDS - REAR	19.78'	58'-5"
NUMBER OF BEDROOMS		5
FIRE SPRINKLER SYSTEM TO BE PROVIDED		NO

FLOOR	ZONING AREA	SQUARE FOOTAGE	ROOFED AREA
1ST FL	A	600.67 SF	1,228.07 SF
	B	173.96 SF	
	C	162.25 SF	
	D	254.56 SF	
	E	36.63 SF	
			PERMITTED: 1,236.80 SF
2ND FL	F	644.48 SF	
TOTAL PROPOSED GFA		1,872.55 SF	
PERMITTED GFA:		1,978.89 SF	

2ND FLOOR ZONING SCHEMATIC SECTION

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880 WILLOW RD
WINNETKA, IL

ZONING PLANS AND AREA CALCULATIONS

T-2

DEMOLITION GENERAL NOTES

1. CONTRACTOR SHALL VISIT AND INSPECT THE SITE TO FAMILIARIZE HIMSELF WITH THE JOB CONDITIONS PRIOR TO BIDDING AND WORK EQUIPMENT. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING WORK THAT IS REQUIRED FOR THE PROJECT.

2. CONTRACTOR IS TO THOROUGHLY EXAMINE ALL LOCATIONS WHERE NEW WORKS TO BE INSTALLED AND WHERE ANY EXISTING CONSTRUCTION IS TO BE REMOVED OR MODIFIED.

3. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING STRUCTURE CONDITIONS/DIMENSIONS PRIOR TO ANY DEMOLITION AND REPORT ANY DISCREPANCIES, OMISSIONS, OR CONFLICTS TO THE ARCHITECT IMMEDIATELY IN WRITING BEFORE WORK COMMENCEMENT.

4. SCOPE OF DEMOLITION WORK IS TO INCLUDE, BUT NOT BE LIMITED TO, ALL DEMOLITION, REMOVAL, DISCONNECTIONS, REROUTING AND STRUCTURAL BRACING, TEMPORARY SHORING & SUPPORTS AS REQUIRED.

5. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR TO FULLY COMPLY WITH THE SCOPE OF WORK, WHETHER OR NOT SPECIFIED OR SHOWN IN THE PERMIT DOCUMENTS.

6. CONTRACTOR SHALL NOTIFY ALL APPLICABLE ENGINEERING DEPARTMENTS AND UTILITIES A MINIMUM OF 72 HOURS IN ADVANCE OF ANY DEMOLITION WORK. CONTRACTOR SHALL FOLLOW ALL NECESSARY PRECAUTIONS TO PROTECT AND MAINTAIN EXISTING UTILITIES.

7. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES SHUTTING OFF OF UTILITIES PRIOR TO DEMOLITION. CONTRACTOR SHALL CONFIRM THAT ALL UTILITIES THAT ARE SHUT OFF OR CAPPED

8. CAP OFF ALL PLUMBING LINES TO FIXTURES BEING REMOVED.

9. CONTRACTOR TO STRICTLY ADHERE TO THE VILLAGE OF WINNETKA BUILDING CODE, ALL OTHER GOVERNING CODES, AND OSHA REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE FOR THE SAFE EXECUTION OF ALL WORK.

10. CONTRACTOR SHALL INFILL OPENINGS CREATED BY THE REMOVAL OF PIPES, CONDUITS, DUCTWORK, ETC. WITH MATERIALS TO MATCH EXISTING CONSTRUCTION AND TO MAINTAIN REQUIRED FIRE RATINGS.

11. CONTRACTOR SHALL REMOVE ALL RUBBISH, DEBRIS, ETC. CAUSED BY SAID WORK AS SOON AS IT ACCUMULATES. CONTRACTOR SHALL PROVIDE ON-SITE DUMPSTERS.

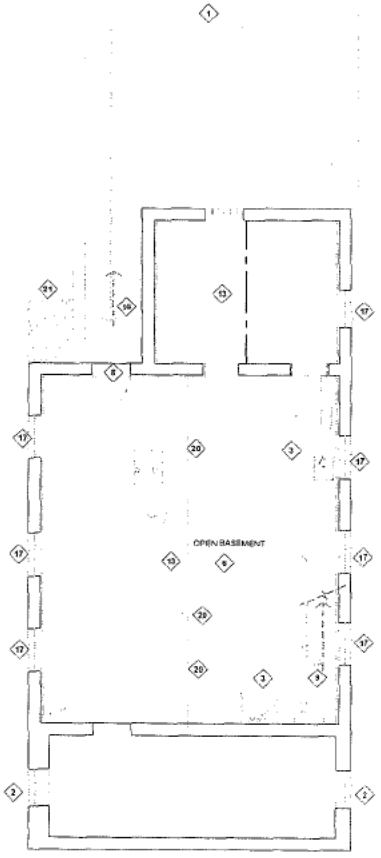
12. CONTRACTOR SHALL VERIFY AND COORDINATE PLACEMENT OF DUMPSTERS WITH OWNER AND IN ACCORDANCE WITH REQUIREMENTS OF THE VILLAGE OF WINNETKA.

13. CONTRACTOR SHALL COORDINATE WITH THE OWNER ANY ITEMS OR EQUIPMENT TO BE SALVAGED PRIOR TO DEMOLITION.

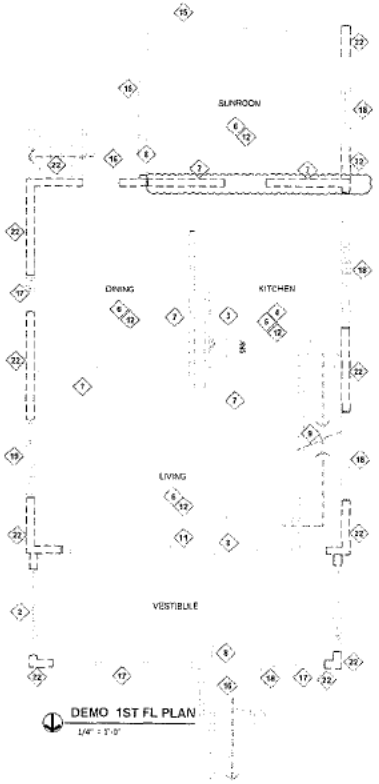
14. CONTRACTOR MUST COMPLY WITH THE INDEMNIFICATION/HOLD HARMLESS REQUIREMENTS PRIOR TO THE START OF ANY WORK.

15. NO WORK SHALL BEGIN UNTIL THE ARCHITECT IS HELD HARMLESS FOR ALL WORK SHOWN AND ANY/NO ITEMS THAT ARISE BEFORE, DURING, AND/OR AFTER CONSTRUCTION.

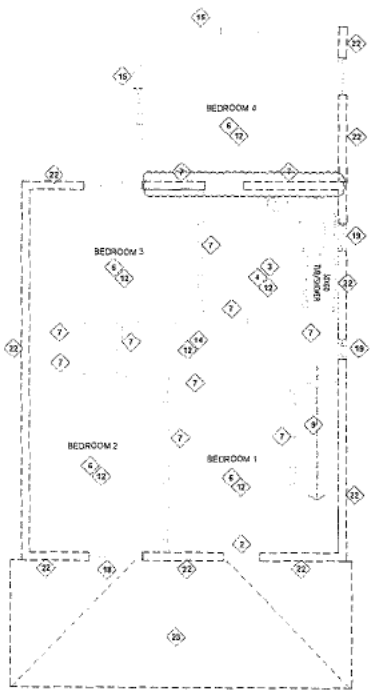
16. REFER TO SHEET G-1 FOR ADDITIONAL NOTES.



DEMO BSMT PLAN
1/4" = 1'-0"



DEMO 1ST FL PLAN
1/4" = 1'-0"



DEMO 2ND FL PLAN
1/4" = 1'-0"

DEMOLITION KEY NOTES

1. EXCAVATE AREA FOR NEW ADDITION FOUNDATION
2. REMOVE EXISTING WINDOW AND REPLACE WITH NEW. SAME SIZE, SAME LOCATION. SEE WINDOW SCHEDULE FOR DETAILS
3. ALL PLUMBING FIXTURES AND ASSOCIATED WATER/WASTE/VENT LINES TO BE REMOVED. CAP OFF ALL REMAINING LINES, TYP
4. REMOVE AND REPLACE ALL KITCHEN/BATH CABINETRY
5. REMOVE AND REPLACE ALL APPLIANCES.
6. REMOVE AND REPLACE EXISTING ELECTRICAL AS SHOWN ON ELECTRICAL PLANS
7. REMOVE EXISTING INTERIOR PARTITION
8. REMOVE EXISTING DOORS.
9. REMOVE AND REPLACE EXISTING DOORS. SAME SIZE SAME LOCATION AS EXISTING. PLEASE SEE DOOR SCHEDULE ON A-2 SHEET
10. REMOVE EXISTING INTERIOR STAIRS.
11. REMOVE EXISTING CONCRETE STAIRS.
12. REMOVE PORTION OF THE EXISTING BEARING WALL. INSTALL NEW LVL
13. REMOVE EXISTING FLOOR JOISTS AND REPLACE WITH NEW AS PER PLANS
14. REMOVE EXISTING CONCRETE SLAB. NEW SLAB @ 6" LOWER THAN EXISTING AS PER ARCHITECTURAL PLANS
15. REMOVE EXISTING ROOF STRUCTURE AND REPLACE WITH NEW
16. REMOVE PORTION OF THE EXISTING EXTERIOR WALL FOR NEW ADDITION
17. REMOVE EXISTING EXTERIOR PORCH AND DECK. NEW DECK IS PROPOSED. SEE ARCHITECTURAL FLOOR PLANS FOR DETAILS.
18. REMOVE AND REPLACE EXISTING WINDOWS. SEE WINDOW SCHEDULES FOR DETAILS.
19. REMOVE EXISTING DOOR/ WINDOW AND PORTION OF THE EXISTING WALL FOR NEW OPENING. SEE WINDOW SCHEDULES FOR DETAILS.
20. REMOVE EXISTING WINDOW AND INFILL OPENING. SEE ARCHITECTURAL DRAWINGS FOR DETAILS
21. REMOVE EXISTING BEAM AND POSTS. NEW STRUCTURE TO BE INSTALLED.
22. EXCAVATE AREA FOR NEW LIGHT WELL. BE AWARE OF EXISTING FOOTINGS.
23. REMOVED EXISTING EXTERIOR WALLS DUE TO EXISTING UNSAFE STRUCTURAL CONDITIONS. NEW EXTERIOR WALL TO BE INSTALLED IN PLACE. SEE ARCHITECTURAL SHEETS FOR DETAILS
24. REMOVED 1ST FLOOR ROOF TO BE REPLACED SAME SIZE, SAME LOCATION.

EXP 11/30/2020
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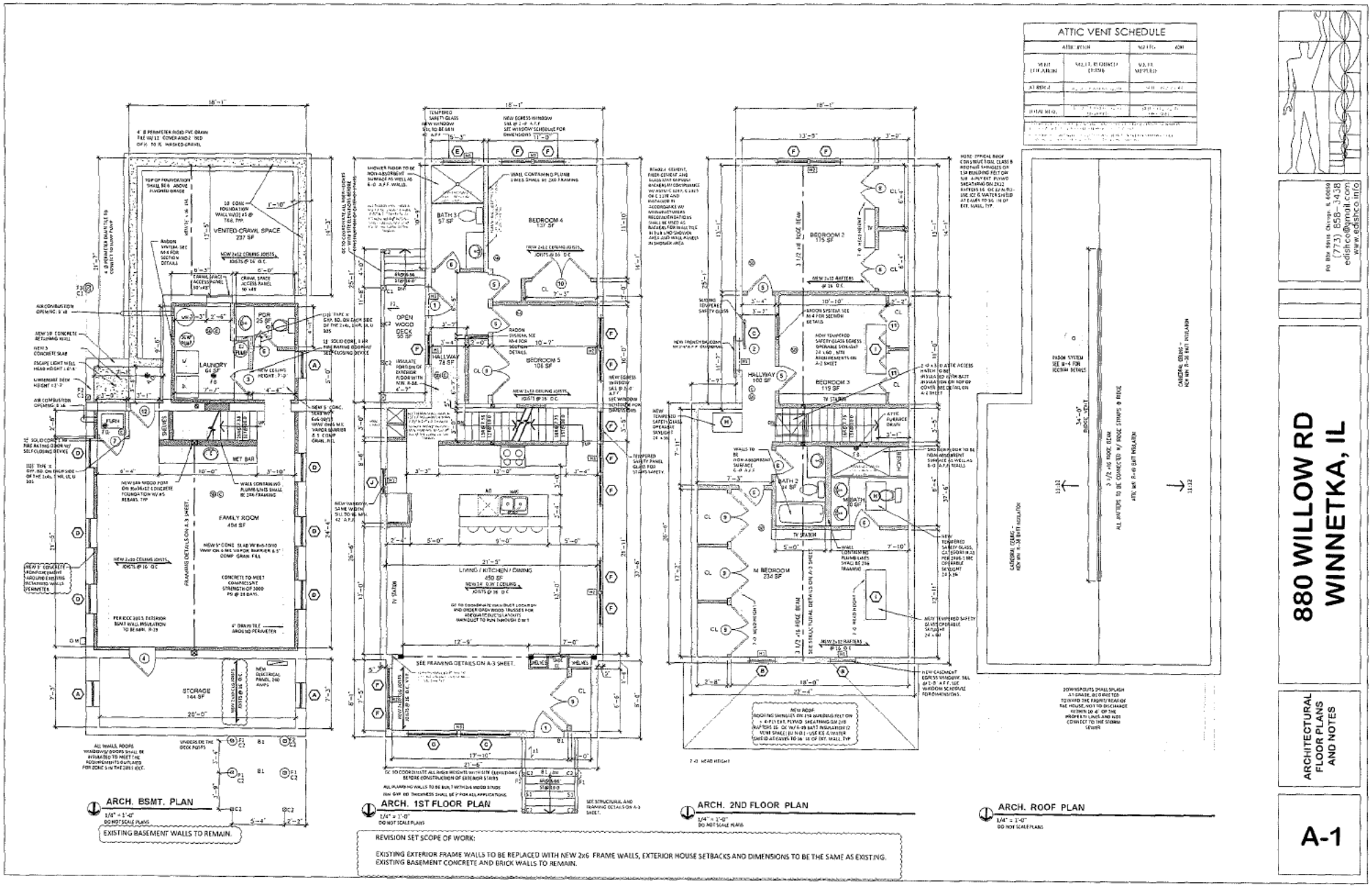
8/12/2019

880 WILLOW RD
WINNETKA, IL

DEMOLITION FLOOR PLANS AND NOTES

D-1



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880 WILLOW RD
WINNETKA, IL

ARCHITECTURAL
FLOOR PLANS
AND NOTES

A-1

ARCHITECTURAL NOTES

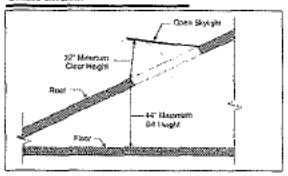
WINDOW SCHEDULE

MARK	WINDOW TYPE	ROUGH OPENING WIDTH	ROUGH OPENING HEIGHT	GLASS AREA SQ.FT.	VENT AREA SQ.FT.	REMARKS
A	NEW	2'-1"	5'-10"	9.57	3.19	CASEMENT WINDOW
B	NEW	2'-1"	5'-1"	12.86	11.04	CASEMENT WINDOW
C	NEW	3'-0"	6'-1"	16.86	8.44	SLIDING GLASS DOOR
D	NEW	3'-0"	2'-8"	4.44	4.44	CASEMENT WINDOW, SAME SIZE, SAME LOCATION AS EXISTING
E	NEW	3'-8"	6'-0"	7.61	3.35	DOUBLE HUNG, SAFETY TEMPERED
F	NEW	3'-0"	5'-8"	12.46	6.32	DOUBLE HUNG WINDOW
G	NEW	3'-0"	5'-0"	21.77	-	PICTURE WINDOW
H	NEW	3'-0"	2'-0"	6.00	6.00	SKYLIGHT, TEMPERED SAFETY GLASS
I	NEW	2'-4"	5'-0"	10.00	10.00	SKYLIGHT, TEMPERED SAFETY GLASS
J	NEW	3'-4"	2'-0"	4.33	4.33	CASEMENT WINDOW, SAME WIDTH AS EXIST.

DOOR SCHEDULE

NAME	WIDTH	HEIGHT	DOOR	FRAME	NOTE
1	3'-0"	6'-8"	SCWD	WD	MAIN ENTRY DOOR & DECK EXIT DOOR, SOLID CORE W/ WEATHER STRIP AND CLOSER
2	3'-0"	6'-8"	SAFETY GLASS	WD	SLIDING DOOR - TEMPERED SAFETY GLASS, W/ WEATHER STRIPPED CLOSER
3	2'-6"	6'-8"	HCWD	WD	LAUNDRY - 1/2" SOLID CORE DOOR W/ PNEUMATIC SELF-CLOSING DEVICE, 1 HR FIRE RATING
4	2'-6"	6'-8"	HCWD	WD	STORAGE
5	2'-6"	6'-8"	HCWD	WD	BEDROOM
6	2'-6"	6'-8"	HCWD	WD	BATH
7	2'-6"	6'-8"	HCWD	WD	BUILT-IN, 1.5" SOLID CORE DOOR W/ PNEUMATIC SELF-CLOSING DEVICE, 1 HR FIRE RATING
8	2'-6"	6'-8"	HCWD	WD	CLOSET
9	2'-6"	6'-8"	HCWD	WD	CLOSET
10	2'-6"	6'-8"	HCWD	WD	CLOSET
11	2'-6"	6'-8"	HCWD	WD	CLOSET - BIFOLD
12	2'-6"	6'-8"	SCWD	WD	BASEMENT ESCAPE DOOR TO LIGHTWELL, SOLID CORE W/ WEATHER STRIP AND CLOSER

EGRESS SKYLIGHT



CONSTRUCTION HOURS; SITE PROTECTION

EQUIVALENT U-FACTORS

ZONE 5	FENESTRATION	SKYLIGHT	CEILING	FRAME WALL	MASS WALL	FLOOR	BSMT WALL	CRAWL SPACE WALL
U- FACTOR	0.30	0.55	0.026	0.060	0.082	0.033	0.050	0.110

INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT

	FENESTRATION U-FACTOR	SKYLIGHT U-FACTOR	GLAZED FENESTRATION SHGC	CEILING R-VALUE	FRAME WALL R-VALUE	MASS WALL R-VALUE	FLOOR R-VALUE	BSMT WALL R-VALUE	SLAB R-VALUE & DEPTH	CRAWL SPACE WALL R-VALUE
ZONE 5	0.32	0.55	NR	49	20 or 13+5	13+10	30	15/19	10, 2 FT	15/19

WOOD TYPE

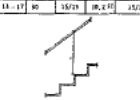
MINIMUM STRUCTURAL DESIGN LIVE LOADS

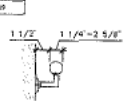
RESIDENTIAL UNIT:

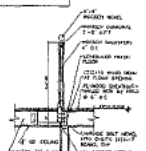
PORCHES, DECKS & BALCONIES

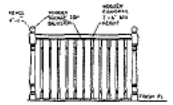
RAILING LOAD CAPACITY

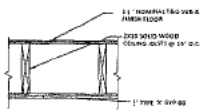
STRUCTURAL NOTES

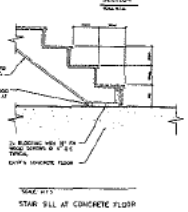


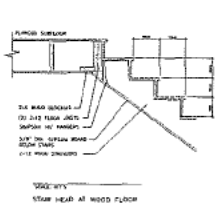


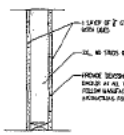


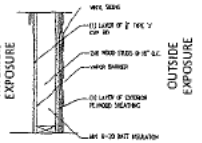






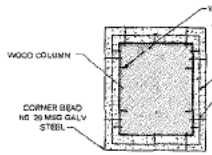




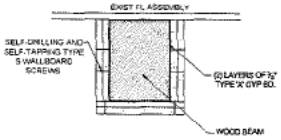


3 1HR INTERIOR PARTITION N.T.S. | BEARING 1 HR UL# U305

4 1HR EXTERIOR WALL N.T.S. | BEARING 1 HR



WOOD COLUMN FIREPROOF
1HR (UL X531)



WOOD BEAM FIREPROOF
1HR (UL N307)

SYMBOL LEGEND

WALL TAG
WINDOW TAG
DOOR TAG
SMOKE DETECTOR
CARBON MONOXIDE DETECTOR

SMOKE ALARMS

ALL SMOKE ALARMS SHALL BE LISTED AND LABELED IN ACCORDANCE W/ UL 217. THE HOUSEHOLD WARNING EQUIPMENT SHALL FOLLOW NFPA 72.

SMOKE ALARMS SHALL BE INSTALLED IN FOLLOWING LOCATIONS:

1. EACH SLEEPING ROOM
2. OUTSIDE EACH SEPARATE SLEEPING AREA IN IMMEDIATE VICINITY OF EACH BEDROOMS
3. ON EACH ADDITIONAL STORY, INCLUDING BASEMENT AND HABITABLE ATTICS, BUT NOT INCLUDING CRAWL SPACE OR UNINHABITABLE ATTICS

POWER SOURCE: WIRING AND BACKUP BATTERY

INTERCONNECTION:
ALL SMOKE ALARMS TO BE INTERCONNECTED

CARBON DETECTORS TO BE INSTALLED IN 10'-0" OF ANY BEDROOM

WALL LEGEND

GAS PIPING DIAGRAM
N.T.S.

ENERGY CONSERVATION NOTES:

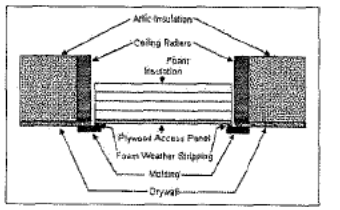
FINISH NOTES

ALL INTERIOR WALL AND CEILING FINISHES SHALL BE CLASS 1, 0-25 FLAME SPREAD RATING.

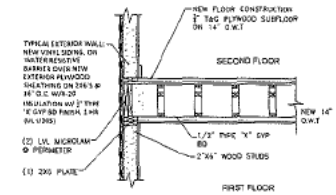
ALL FLOOR COVERINGS SHALL HAVE A FLAME SPREAD RATING OF 75 OR BETTER.

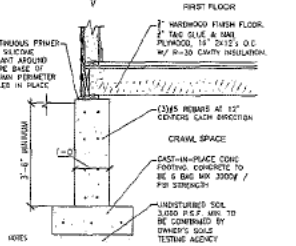
GENERAL CONTRACTOR TO REVIEW ALL INTERIOR FINISHES WITH OWNER PRIOR TO ORDERING MATERIALS.

ERV/ HRV	AIR EXCHANGE
BASE / FIRST FLOOR	150
SECOND FLOOR	90

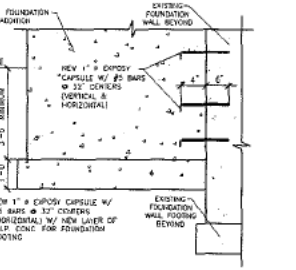


BASEMENT INSULATION DETAIL





1 (F 1) FOOTING & PIER DETAIL
SCALE: N.T.S.



2 NEW FDN CONNECTION TO EXIST.
SCALE: N.T.S.

ATTIC HATCH INSULATION DETAIL

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www.edishco.info

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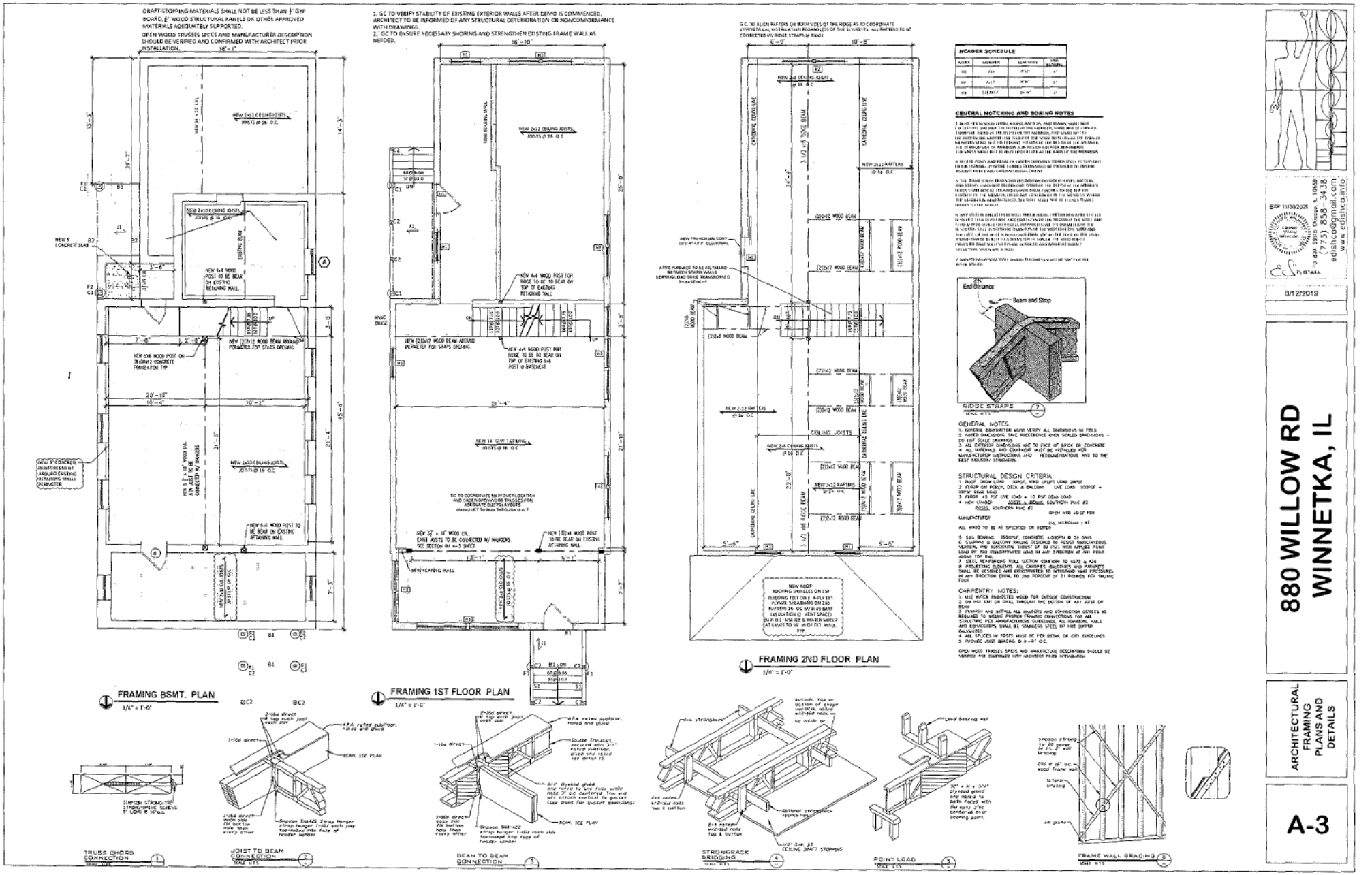
880 WILLOW RD WINNETKA, IL

ARCHITECTURAL SCHEDULES & NOTES

A-2



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www.edishco.info

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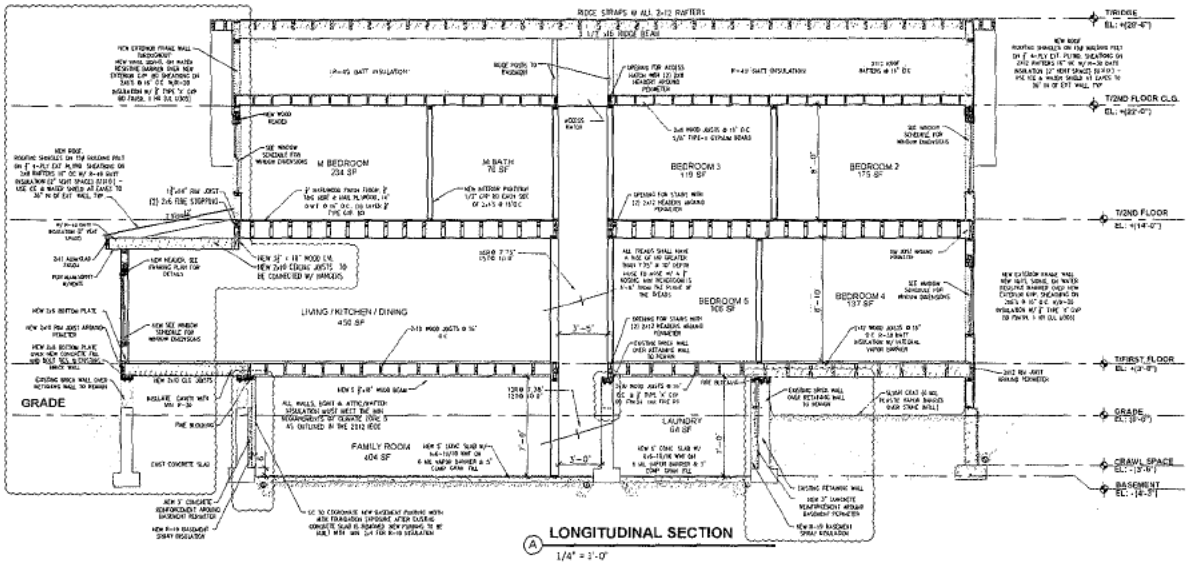
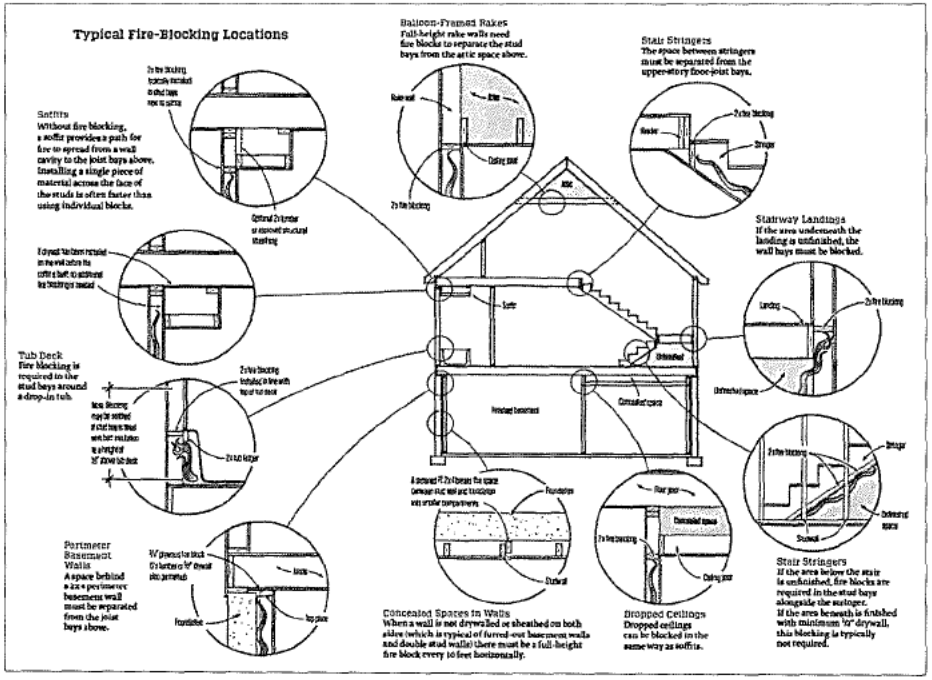
880 WILLOW RD WINNETKA, IL

ARCHITECTURAL FRAMING PLANS AND DETAILS

A-3





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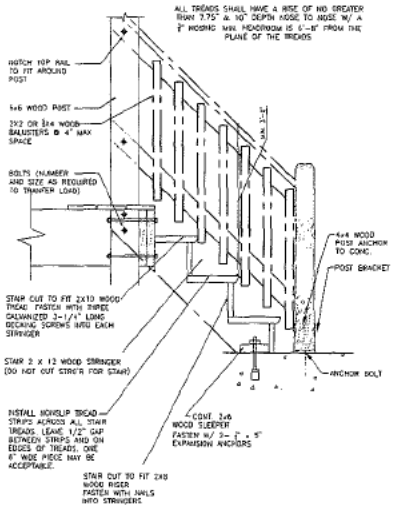
880 WILLOW RD WINNETKA, IL

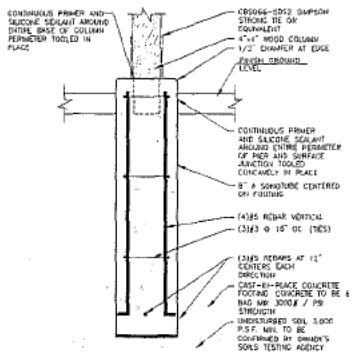
ARCHITECTURAL
LONGITUDINAL SECTION AND FIRE STOPPING

A-4



1 STRINGER/RAILING/CONCRETE PIER DETAIL (F2)

SCALE: N.T.S.

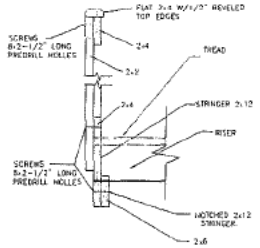


NOTES:

1. CONTRACTOR TO LOCATE UTILITIES PRIOR TO EXCAVATING FOR FOUNDATION
2. CONTRACTOR TO NOTIFY DIGGER (1-312-744-7000) 48 HOURS MINIMUM PRIOR TO EXCAVATION
3. REINFORCEMENT TO BE ASTM-A-8-15, GR-60, EPOXY COATED. MINIMUM SPLICE LENGTH IS 30 BAR DIAMETERS
4. CONCRETE TO HAVE f'c = 3,500 PSI WITH 5-8% AIR ENTRAINMENT

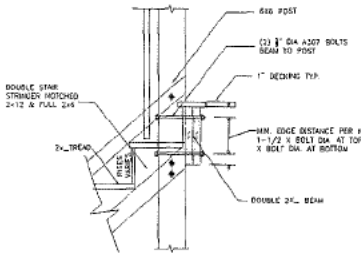
2 (F 1) FOOTING & PIER DETAIL

SCALE: 1"=1'-0"



3 TYP. STAIR TRANSVERSE

SCALE: N.T.S.



4 STAIR STRINGER CONNECTION

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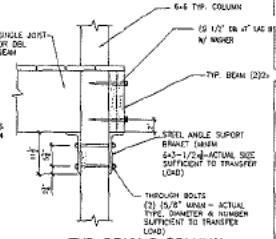
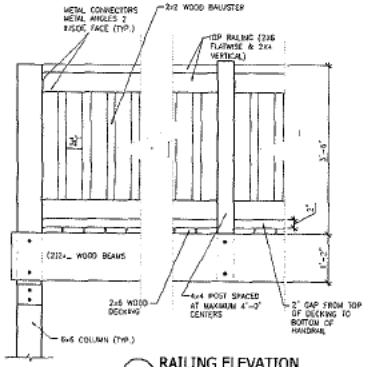


5 TYP. BEAM @ COLUMN

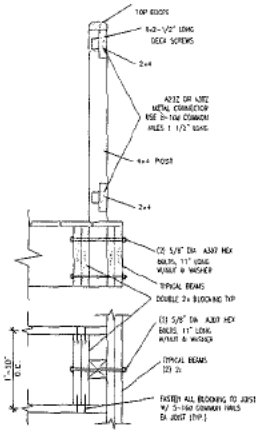
SCALE: N.T.S.

2x4 BEVELED

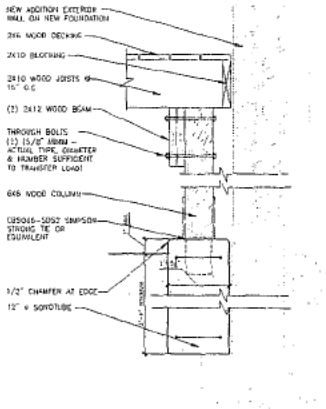


6 RAILING ELEVATION

SCALE: N.T.S.

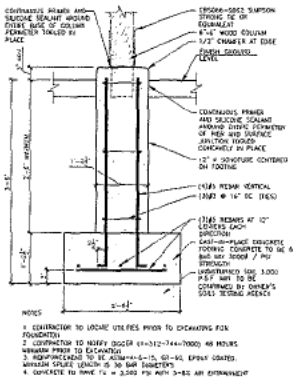


7 HANDRAIL @ POST



8 (F2) FOOTING DETAIL

SCALE: N.T.S.



NOTES

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2. CONTRACTOR TO NOTIFY DIGGER (1-312-744-7000) 48 HOURS MINIMUM PRIOR TO EXCAVATION
3. REINFORCEMENT TO BE ASTM-A-8-15, GR-60, EPOXY COATED. MINIMUM SPLICE LENGTH IS 30 BAR DIAMETERS
4. CONCRETE TO HAVE f'c = 3,500 PSI WITH 5-8% AIR ENTRAINMENT

9 (F 1) FOOTING & PIER DETAIL

SCALE: 1"=1'-0"

WOOD PORCH FRAMING	
LABEL	NOTE
C1	6X6 WOOD POST
C2	4X4 WOOD POST
J1	2X10 JOISTS @ 16" O.C.
S1	2X12 STRINGER
B1	2X10 BEAM
B2	2X12 BEAM
F3	FOOTING 2'-6" X 2'-6" X 1'-0"
F2	8" DIA. 2'-6" DEEP CONC. PIER
F1	12" DIA. 3'-6" DEEP CONC. PIER

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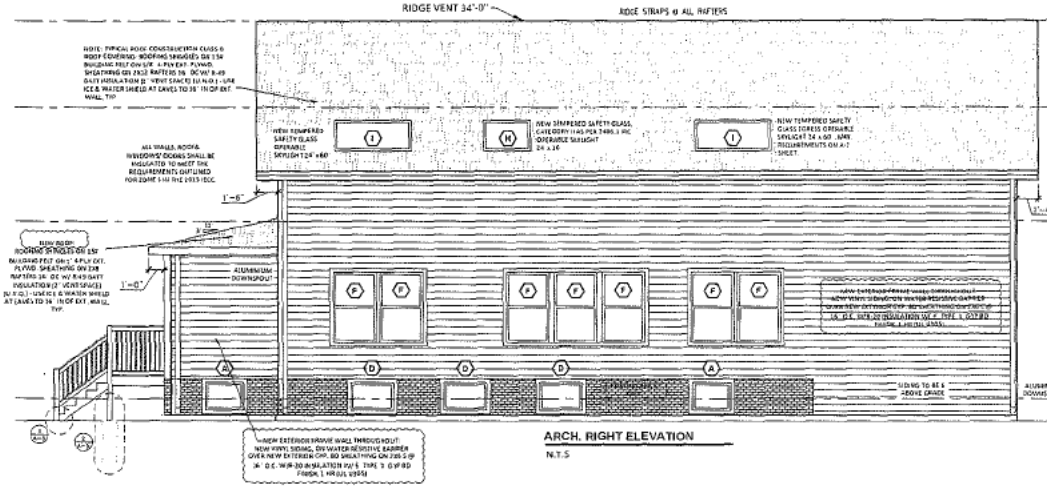
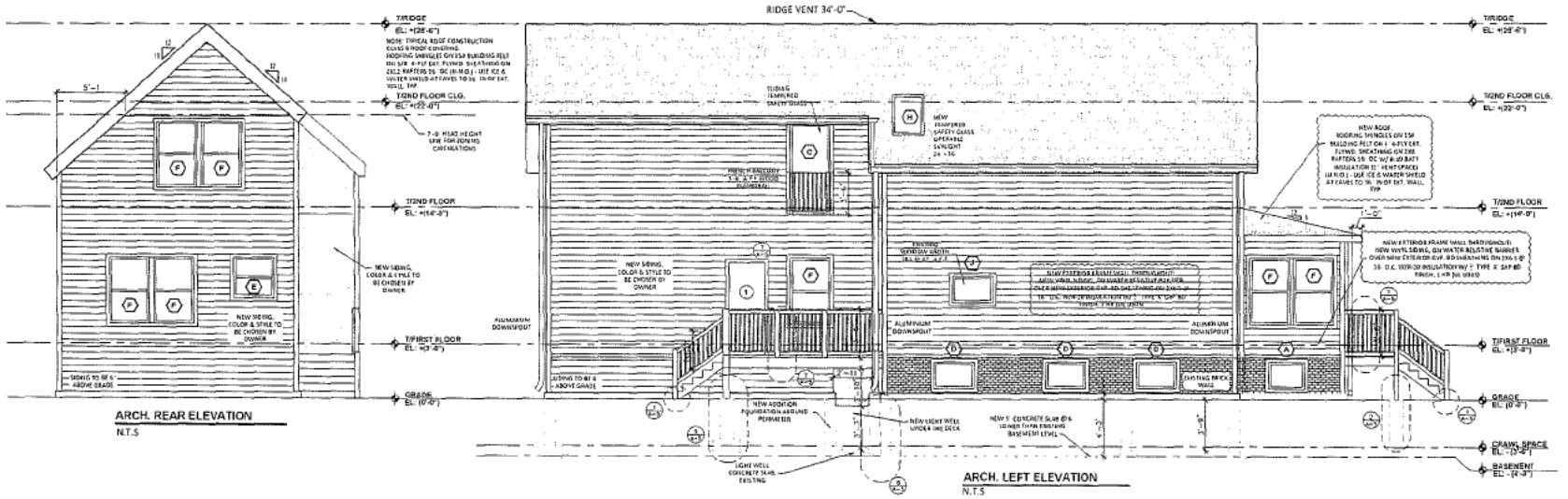
WINNETKA, IL

ARCHITECTURAL WOOD DECK AND BALCONY DETAILS

A-5





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EDISHO ISRAEL
EDISHO ARCHITECTURE
1 N LASALLE ST STE 3010 CHICAGO, IL 60602
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880 WILLOW RD WINNETKA, IL

ARCHITECTURAL ELEVATIONS

A-6

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Iulian Cazacu and Donya Tanzif (collectively, the *"Applicant"*) are the record title owners of the parcel of real property commonly known as 880 Willow 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"*); and

WHEREAS, the Subject Property was previously improved with a Single Family Residence ("*Former Structure*"), however, the Applicant demolished the Former Structure except for its foundation; and

WHEREAS, the Former Structure existed prior to February 7, 1989, and accordingly was a nonconforming structure; and

WHEREAS, the Applicant now desires to reconstruct a single-family residence on the Subject Property on the foundation of the Former Structure (*"Proposed Improvement"*); and

WHEREAS, the Applicant filed an application for variations from: (i) Section 17.30.040 of the Zoning Ordinance to permit the Subject Property to have a gross floor area for the Subject Property of 2,813.9 square feet; (ii) Section 17.30.050 of the Zoning Ordinance to permit the construction of the Proposed Improvement with a front yard setback of 13.79 feet; and (iii) Section 17.30.060 of the Zoning Ordinance to permit the construction of the Proposed Improvement with a side yard setback of 3.2 feet (collectively, *"Variations"*); and

WHEREAS, Ordinance No. M-17-2019, adopted by the Village Council on 10/1, 2019 (*"Ordinance"*), grants the Variations; 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 does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the

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

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

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

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

Dated: Oct. 28th, 2019

ATTEST:

By: [redacted]

Name: Viorel Cabaua

IULIAN CAZACU

[redacted]

Dated: Oct. 28th., 2019

ATTEST:

By: [redacted]

Name: Viorel Cabaua

DONYA TANZIF

[redacted]

RECEIVED
OCT 28 2019
BY:

Attachment 3

WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF FEBRUARY 8, 2021 MEETING MINUTES

Zoning Board Members Present:	Matt Bradley, Chairman Kimberly Handler Lynn Hanley Mike Nielsen Max Weigandt
Zoning Board Members Absent:	E. Gene Greable
Village Staff:	David Schoon, Director of Community Development Brian Norkus, Assistant Director of Community Development Ann Klaassen, Senior Planner
Village Attorney:	Ben Schuster

***

Case No. 21-03-V2: 880 Willow Road: An application submitted by Julian Cazacu seeking approval of zoning variations to allow construction of a detached garage at 880 Willow Road. The requested zoning variations would permit the proposed detached garage to: (a) exceed the maximum permitted roofed lot coverage and (b) exceed the maximum permitted impermeable lot coverage. The Village Council has final jurisdiction on this request.

Ms. Klaassen described the extent of variations being requested to construct a one car detached garage and expand the driveway for its access. She then identified the property's location, size and zoning classification and the manner in which the lot is nonconforming. Ms. Klaassen noted in September 2019, the Board considered a request to allow construction of the existing residence and identified the variations requested noting the Village Council approved the request. She stated the 2019 plans did not include construction of a detached garage to replace a one car detached garage torn down as part of the project. Ms. Klaassen then identified the size and location of the proposed garage noting the garage would add to RLC. She also identified the driveway to access the garage and walk expansion and referred the Board to an illustration of the floor plans. Ms. Klaassen noted no correspondence was received or no members of the public are in attendance at Village Hall. She then stated a draft motion is provided on page nos. 7 and 8 of the agenda report and asked if there were any questions.

Chairman Bradley also asked if there were any questions. Ms. Hanley asked if the applicant is the homeowner or builder. Ms. Klaassen confirmed they are the owner. Mr. Weigandt asked if there is currently no garage and Ms. Klaassen confirmed that is correct. Chairman Bradley asked why the GFA credit for garages in the rear did not extend to RLC. Ms. Klaassen explained there are several allowances which did not carry over to RLC with the GFA credit being given as an incentive to provide for garages in the rear of properties. Chairman Bradley then asked if the reason for requesting demolition in 2019 is during remodeling the discovery of a potential safety hazard, and Ms. Klaassen confirmed that is correct. No additional questions were raised at this time.

Mr. Norkus allowed the applicants into the meeting. Chairman Bradley swore in those speaking to this matter. Donya Tanzif and Julian Cazacu introduced themselves to the Board. Ms. Tanzif stated a garage

was not considered at the initial time of construction and plan submission and they subsequently discovered a garage is necessary. Chairman Bradley asked the applicants who was advising them in terms of their demolition plans and new construction and Mr. Cazacu responded they were initially advised by a general contractor. He stated they initially considered demolishing the entire home and they were not properly prepared. Mr. Cazacu then stated after they moved in, they discovered the driveway is 9 feet wide which made it difficult in terms of access. Chairman Bradley asked the applicants if they planned to utilize the existing garage when they first began their remodel project after which they decided to completely demolish the home due to safety concerns. Mr. Cazacu confirmed that is correct and noted the garage was part of the initial demolition since it was too close to the home after installing rear additions.

Chairman Bradley then asked the applicants why plans for a garage were not included in the October 2020 approved plans. Ms. Tanzif responded they were not initially concerned about a lack of a garage and after moving into the home, she referred to the difficulty due to the tight driveway. Chairman Bradley commented the applicants are not being well advised by their contractors and asked the applicants to address the standards. The applicants did not respond. Chairman Bradley then asked if there were any questions from the Board.

Ms. Handler questioned the location of the new garage compared to the previous garage. Mr. Cazacu and Mr. Schoon identified its location. Ms. Handler referred to the neighbors' limited amount of side yard and with the garage addition, it would ruin the neighbors' entire yard visually. Mr. Cazacu responded with their reasoning for the proposed garage's location. Ms. Hanley also questioned why a garage was not included in the original request. Ms. Tanzif responded it is their first time building and they are not familiar with variations and zoning. Ms. Hanley stated as a real estate agent, Ms. Tanzif should have had knowledge of what is required. Ms. Tanzif reiterated they were not advised by their builder to get a garage and they now realize the need for it. Mr. Nielsen asked the applicants why they could not locate the garage behind the home near the driveway and walkway. The applicants responded there is a patio there.
Chairman Bradley suggested the Board consider the two variations separately and asked the applicants which features constitute the impermeable lot surface variation. Ms. Klaassen identified the area representing the 24 square feet of additional ILC, which provided a walkway from the garage to the driveway. She also noted the garage is required to be 12 feet from the south property line since it is adjacent to that property's side yard.

Chairman Bradley then called the matter in for discussion. Mr. Norkus confirmed there are no members of the public to comment. Ms. Klaassen confirmed no materials needed to be read into the record.

Chairman Bradley stated the Board is to consider RLC and ILC and referred to the way the request and project has taken place since its inception. He referred to the owners being ill advised by the architects and contractors to abandon the remodel and demolish the property. Chairman Bradley stated the resulting home was granted significant zoning relief and referred to a potential garage being placed on the property which has significant overages. He stated the applicants have sought forgiveness rather than permission and he cannot understand how the garage was not contemplated with the October plans which would have reduced the amount of GFA they would have been allowed to build. Chairman Bradley described the RLC and ILC overage requests and added plenty of Winnetka homes do not have garages noting he is supportive of RLC but not ILC although they are connected and identified the standards which were met.

Ms. Hanley stated she was not in favor of the request initially and is not in favor of granting a garage variation. Ms. Handler, Mr. Nielsen and Mr. Weigandt agreed with the comments made and are not in support of the request.

Chairman Bradley informed the applicants they can move forward to the Village Council with a negative recommendation from the Board or withdraw their application to present a modified application. He identified the Board's concerns as relating to additional variations being requested for the property when significant variations were allowed and do not relate to the garage's size. The applicants asked for the Board to proceed with a vote.

Chairman Bradley then asked for a motion to recommend against approval of the requested variations as noted on pages 7 and 8. Ms. Hanley moved to recommend denial of the requested variations as noted on pages 7 and 8 and Ms. Handler seconded the motion. A vote was taken, and the motion unanimously passed:

AYES: Bradley, Handler, Hanley, Nielsen, Weigandt
NAYS: None

***

Attachment 4

Winnetka Village Board
Re: 880 Willow Road Garage
March 10, 2021

To Whom It May Concern:

I am writing on behalf of our neighbors, Julian and Donya. They are the best neighbors. They are kind, respectful, and fun. We have gotten to know them over the past 8 months and are thankful that they live next to us.

We own our home at 350 Birch Street, Winnetka. Our home sits on the adjoining lot to 880 Willow Road but our house faces Birch Street. Our "backyard" is approximately 6 feet wide and runs the length of the 880 Willow Road property. These two lots are long and narrow and consequently, our dining room, kitchen, and den look directly over the full back and side yard of 880 Willow Road. There is very little space between the two houses.

Mark and I are very much in favor of allowing a garage to be built on our neighbor's property because two of their parked cars in the driveway are always visible from our two dining room windows.

Also, there have been times when Julian has had had to pull the cars all the way into the yard in order to make it possible for the neighbors to the west to access their adjoining driveway. That feels like their car is right up next to our windows.

When looking at these two neighboring properties coming east on Willow Road, several cars in both driveways are many times parked very close together and side-by-side. It all looks very crowded from the road.

A garage would also allow Julian to store garbage bins and lawn equipment out of sight. At the present time, everything has to be stored out in the open.

We cannot think of any reason why building a garage would be detrimental to our property. In fact we feel it would be a good addition to the property and improve our view of their yard. We feel that by building a garage, we would be seeing a new garage instead of a line of cars. We feel that a garage that matched the house would be a much more attractive view for us.

Thanks so much for your time.

Best Regards,

Julie and Mark Swislow [redacted]

To the Village Of Winnetka,

This letter is reference to property address 880 Willow Road. Winnetka, IL 60093. Owners are Julian and Donya. We are aware of their new construction home, and we are in favor of our neighbor to build one car garage in their backyard.

Thank you.

Name: Julie Swislow
MARK Swislow

Address: 350 Birch St. Winnetka 60093

Signature: [redacted]

To the Village Of Winnetka,

This letter is reference to property address 880 Willow Road. Winnetka, IL 60093. Owners are Julian and Donya. We are aware of their new construction home, and we are in favor of our neighbor to build one car garage in their backyard.

Thank you.

Name: Steven Fowler

Address: 882 Willow Rd.

Signature: [redacted]

[redacted]

To whom it may concern,
We share a driveway with 880 willow Rd. It is extremely narrow and hard for both houses to Park all of our cars. There have been shuffling, dings and even an accident. It would be helpful for there to be a garage to allievicate the crowding and inaccessibility in the shared driveway.

Thank you for your time,
Steven

To the Village Of Winnetka,

This letter is reference to property address 880 Willow Road. Winnetka, IL 60093. Owners are Julian and Donya. We are aware of their new construction home, and we are in favor of our neighbor to build one car garage in their backyard.

Thank you.

Name: SCOTT WILLIAMSON

Address: 345 BIRCH ST

Signature: [redacted]

To the Village Of Winnetka,

This letter is reference to property address 880 Willow Road. Winnetka, IL 60093. Owners are Julian and Donya. We are aware of their new construction home, and we are in favor of our neighbor to build one car garage in their backyard.

Thank you.

Name: Elke McFarland

Address: 355 Birch St.

Signature: [redacted]

To the Village Of Winnetka,

This letter is reference to property address 880 Willow Road. Winnetka, IL 60093. Owners are Julian and Donya. We are aware of their new construction home, and we are in favor of our neighbor to build one car garage in their backyard.

Thank you.

Name: ALLEN WEBER

Address: 890 Willow Rd

Signature: [redacted]

ATTACHMENT 5

JET SKI BILL OF SALE

I. Date. This agreement was agreed to and signed on the 04 day of 10, 2021.

II. The Parties.

The Buyer: TOMMY LONDOS Mailing Address: [redacted]

The Seller: DONYA TANZIF Mailing Address: [redacted]

Hereinafter known as the "Parties" agree to the following:

III. Jet Ski Details.

The Seller agrees to sell the following described Jet Ski:

Number (#) of Strokes/Cylinders: 3 / _____ Displacement 300 cc

Make SEA-DOO Model RXP-X300 Year 2018

Hull Identification Number (HIN) 4GABJ56C8 Color GREEN

Other: _____

Jet Ski is to be sold in "as-is" condition.

IV. Legal Details.

Odometer 62 in ☐ Hours ☒ Kilometers ☐ Knots ☐ Miles

Registration Number: - HIN: 4GABJ56C8

V. Purchase Price.

The Parties agree that the total amount to be paid by the Buyer to the Seller for the Jet Ski will be $12.100 (US Dollars).

VI. Payment.

Payment shall be made to the Seller on the 04 day of 10, 2021 (Hereinafter known as the "Date of Sale"). Also, on the Date of Sale, the Jet Ski shall transfer possession from the Seller to the Buyer free of all liens and encumbrances.

VII. Security Deposit & Inspection.

The Buyer agrees to put forth a Security Deposit in the amount of $____—____ (US Dollars) that is bound to an inspection in accordance with Section 6. All of which will be put towards the Purchase Price on the Date of Sale.

VIII. Inspection.

The Parties agree that the Buyer shall have up to 15 days to have a technician perform an inspection to verify the Jet Ski is in good operating condition. Upon approval, the Buyer shall be bound to this agreement, if not approved, the Buyer shall be allowed to retrieve their Security Deposit with the Seller.

IX. Signature.

Buyer's Signature [redacted] Print TOMMY LONDOS Date 04.10.2021

Seller's Signatu [redacted] Print Donya Tamil Date 4-10-21

Witness's Signature [redacted] Print IXIA CAZACU Date 04.10.2021

Witness's Signature [redacted] Print DAN MANEA Date 04.10.2021

ILLINOIS MOTOR VEHICLE BILL OF SALE

1. LOCATION OF SALE.

This bill of sale was created on the Dec day of 9th, 2020 in the County of Cook, State of IL.

2. THE PARTIES.

Buyer's Name: Andrei Tolen with a mailing address of _____ ("Buyer").

Seller's Name: Denys Tanzil with a mailing address of _____ ("Seller").

The Buyer and Seller hereby agree as follows:

3. THE EXCHANGE.

(check one)

☑ - **Cash Payment**. The Buyer agrees to pay $36,500 (US Dollars) to the Seller.

☐ - **Trade-in**. The Buyer agrees to pay $_____ (US Dollars) and trade-in their vehicle described as (trade-in vehicle):

Make: _____ Model: _____ Body-Type: _____

Year: _____ Color: _____ Odometer: _____ Miles

☐ - **Gift**. The Seller is giving the vehicle as a gift to the Buyer. The value of the vehicle is $_____ (US Dollars).

The above-checked selection is in exchange for the possession and ownership of the motor vehicle described in Section 4.

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4. VEHICLE DESCRIPTION

Make: Porsche Model: Panamera GTS Body-Type: Saden

Year: 2013 Color: Gray Odometer: 76,532 Miles

Vehicle Identification Number (VIN): WP0AF2A77DL07857 (17 Characters)

5. TAXES.

All municipal, county, and State taxes in relation to the purchase of the vehicle, including sales taxes, are ☐ included ☐ not included in the purchase price.

6. BUYER AND SELLER CONDITIONS

The undersigned Seller affirms that the above information about the vehicle is accurate to the best of their knowledge. The undersigned Buyer accepts receipt of this bill of sale and understands that the above vehicle is sold on an "as is, where is" condition with no guarantees or warranties, either expressed or implied.

7. AUTHORIZATION.

Buyer Signature: [redacted] Date: 12-09-20

Print Name: Andrei Tofan

Seller Sign [redacted] Date: 12-09-20

Print Name: Donya Tanzil

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