

**Winnetka Village Council
REGULAR VIRTUAL MEETING**

Zoom
April 20, 2021
7:00 PM

AGENDA

In accordance with social distancing requirements and Governor Pritzker's Executive Orders 2020-43 and 2020-44, and Section 7(e) of the Illinois Open Meetings Act, the Winnetka Village Council meeting on Tuesday, April 20, 2021 will be held virtually. The meeting will be livestreamed via the Zoom platform. At least one representative from the Village will be present at Village Hall in compliance with Section 7(e) of the Illinois Open Meetings Act, and the virtual meeting will be simulcast at Village Hall for members of the public who do not wish to view the virtual meeting from another location. Pursuant to Executive Orders 2020-43 and 2020-44 issued by the Governor, the number of people who may gather at Village Hall for the meeting is limited due to the mandated social distancing guidelines. Accordingly, the opportunity to view the virtual meeting at Village Hall is available on a "first come, first-served" basis.

The public has two options for observing and participating in this virtual Village Council meeting including the ability to provide oral comments during the meeting. To facilitate an efficient meeting, public comments submitted in advance are encouraged.

- 1) Telephone (audio only Call 312-626-6799), when prompted enter the Meeting ID – 99566701864 (Please note there is no additional password or attendee ID required)
- 2) Livestream (both audio and video feed) Download the Zoom meetings app to your smartphone, tablet or computer and then join Meeting ID: 99566701864. Event Password: VC042021

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, April 20, 2021 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at the beginning of the meeting under the Public Comment agenda item. Comments specific to a particular agenda item will be read during the discussion of that agenda item. The Village will attempt to have comments received after the meeting has started read at the end of the meeting. Public comment is limited to 200 words or less. Public comments should contain the following information:

- In the subject line – "Village Council Meeting Public Comment"
- Name
- Address (optional)
- Phone (optional)
- Organization or agency representing, if applicable
- General comment or comment on topic of specific agenda item number

All emails received will be acknowledged either during or after the meeting, depending on when they are received. If you do not have access to email, you may leave a message with your public comment at the Village Manager's office at 847-716-3541 or mail to Village Clerk, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093.

**Winnetka Village Council
REGULAR VIRTUAL MEETING**

Village Hall

510 Green Bay Road

April 20, 2021

7:00 p.m.

Zoom

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) May 4, 2021 Regular Meeting
 - b) May 11, 2021 Study Session
 - c) May 18, 2021 Regular Meeting
- 4) Public Comment
- 5) Reports
 - a) Motion to Extend Village President’s Declaration of Emergency.....3
- 6) Arbor Day Proclamation7
- 7) Monarch Butterfly Proclamation8
- 8) Environmental and Forestry Commission 2021 Green Award.....9
- 9) Approval of Agenda
- 10) Consent Agenda
 - a) Approval of Village Council Minutes:
 - i) April 8, 2021 Regular Meeting21
 - ii) April 13, 2021 Study Session.....27
 - b) Approval of Warrant List dated April 2 – April 15, 202128
 - c) Resolution No. R-49-2021: Class P Liquor License for Open Kitchens Inc. (Adoption)29
 - d) Outdoor Seating Permit: Peet’s Coffee Inc.....32

11) Ordinances and Resolutions	
a) Ordinance No. M-9-2021: 630 Sheridan Road Zoning Variations (Introduction/Adoption)	33
b) Ordinance No. MC-3-2021: Sign Code Amendment - Illuminated Signs (Introduction)	63
c) Resolution No. R-44-2021: Purchase of Northfield Substation Transformer (Adoption).....	154
12) Old Business: None	
13) New Business	
14) Appointments	
15) Closed Session	
16) Adjournment	

NOTICE

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

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



Agenda Item Executive Summary

Title: Village President's Declaration of Emergency and Extension

Presenter: Peter Friedman, Village Attorney

Agenda Date: 04/20/2021

Consent: ☐ YES ☒ NO

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

Item History:

On November 23, 2020 the Village President issued a Declaration of Emergency, which Declaration the Village Council extended to the end of the January 5, 2021 Village Council meeting. At the January 5, 2021 Council meeting, the Declaration was extended to the end of the February 16, 2021 Village Council meeting. At the February 16, 2021 Village Council meeting, the Declaration was extended to the end of the April 20, 2021 Village Council meeting.

Executive Summary:

On November 23, 2020, President Rintz issued a Declaration of Emergency for the Village of Winnetka ("Declaration") related to the COVID-19 emergency. The Declaration provided that: (1) the Village may enter into contracts for the emergency purchase of goods and services; and (2) the Village Manager may implement emergency staffing protocols pursuant to the Village's respective collective bargaining agreements. The President had the authority to issue the Declaration pursuant to the enabling provision set forth in the Winnetka Village Code.

In accordance with Illinois statutes, the President's Declaration lasted only for a period of seven days, unless it was extended by action of the Village Council. After two extensions, the Declaration will expire at the end of the April 20, 2021 Council meeting unless the Village Council extends the duration of the Declaration.

The agenda for the April 20 Village Council meeting has been drafted in a manner to allow the Council, if it so desires, to extend the Declaration. The extension can be accomplished by a motion, a second, and a roll call vote. No written ordinance or resolution is necessary. If the Village Council desires to extend the Declaration, the motion needs to include an expiration date. We recommend that the motion provide:

"I hereby move to extend the President's November 23, 2020 Declaration of Emergency until the end of the June 22, 2021 meeting of the Village Board."

The Council has the right, however, to extend the Declaration to whatever date it determines to be appropriate, or not extend at all.

Recommendation:

That the Village Council adopt a motion further extending the President's November 23, 2020 Emergency Declaration.

Attachments:

A. Emergency Declaration

**DECLARATION OF EMERGENCY
VILLAGE OF WINNETKA, ILLINOIS
NOVEMBER 23, 2020**

I, Village President Christopher Rintz, do hereby issue this Declaration of Emergency for the Village of Winnetka, this 23rd day of November, 2020 ("*Declaration*").

Introduction

On March 17, 2020, I issued a Declaration of Emergency to address the health threat posed by the COVID-19 pandemic, and to grant and reserve emergency powers to the Village President during the pendency of the civil emergency ("*Previous Declaration*").

On March 20, 2020, the Governor issued Executive Order 2020-10, directing all residents of the State of Illinois to stay at home, subject to limited exceptions, which was subsequently extended through the end of May pursuant to Executive Order 2020-32. In response, the State of Illinois experienced a substantial decline in the transmission rate of COVID-19, allowing the continued and progressive reopening of the State of Illinois in accordance with the Governor's five-stage "Restore Illinois" plan.

In light of the then-improving situation, my Previous Declaration expired without any further action by the Village Council on July 7, 2020.

Between July and September 2020, the State of Illinois and the Village of Winnetka have experienced fluctuating rates of infection that, while still of concern, did not justify more aggressive containment strategies by State and local health officials. However, the region is now experiencing an alarming increase in COVID-19 infections.

On October 27, 2020 the Governor issued Executive Order 2020-63 ordering, among other things, the closure of certain types of business activities in the State. In Executive Order No. 2020-71, issued on November 13, 2020, the Governor issued a new Executive Order, renewing and extending Executive Order 2020-63 through December 12, 2020.

On November 17, 2020, in response to the exponential increase in COVID-19 cases throughout the State, the Governor announced new statewide "Tier 3 Resurgence Mitigations" that will go into effect at 12:01 am on November 20, 2020, further restricting gatherings and encouraging people to stay home to the greatest extent possible, while permitting some industries to remain open at significantly reduced capacities provided proper safety measures are in place.

In light of the rapid increase in COVID-19 cases, I have determined that it is necessary and in the best interests of the Village and its residents to issue this Declaration to implement emergency regulations and orders, all as set forth in this Declaration.

Statement of Authority

This Declaration is issued pursuant to the authority granted to me by: Section 3.32.010.J of the "Winnetka Village Code," as amended ("*Village Code*"); Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11.

**DECLARATION OF EMERGENCY
VILLAGE OF WINNETKA, ILLINOIS
NOVEMBER 23, 2020**

Declaration

I hereby declare that a state of emergency exists in the Village of Winnetka, for the reasons set forth in this Declaration.

Emergency Regulations and Orders

I hereby direct and order as follows:

1. *Emergency Purchasing.* I order that the Village may enter into contracts for the emergency purchase of goods and services that may be necessary for the preparation for, response to, and recovery from, the COVID-19 pandemic. The Village President and the Village Manager are hereby authorized to execute such contracts in accordance with applicable law.
2. *Emergency Staffing.* This Declaration constitutes a declaration of civil emergency under the Village's collective bargaining agreements. Accordingly, I direct the Village Manager to implement such emergency staffing protocols and procedures as may be necessary for the preservation of public health and safety, and for the preservation of the health of Village employees. Specifically, and without limitation, the Village Manager is authorized to implement alternative staffing protocols, procedures, and shifts for all Village Departments.

Pursuant to the authority vested in me pursuant to Section 3.32.010.J of the Village Code, I reserve the right to issue additional emergency regulations and orders in furtherance of this Declaration. Notice of any additional regulations and orders will be provided to the Village Clerk, posted on the Village website, and otherwise provided to the general public as quickly as practicable.

Effective Date and Period of Emergency

This Declaration shall take effect immediately, and shall expire automatically upon the first to occur of: (i) the adjournment of the next regular or special meeting of the corporate authorities of the Village; and (ii) 11:59 p.m. on the date that is seven days after the date of this Declaration; provided, however, that the corporate authorities, in their discretion, may extend the duration of this Declaration by a majority vote at any regular, special, or emergency meeting of the corporate authorities.

**DECLARATION OF EMERGENCY
VILLAGE OF WINNETKA, ILLINOIS
NOVEMBER 23, 2020**

Signed and sealed with the official seal of the Village of Winnetka on this 23rd day of November, 2020.

By

[Redacted Signature]

Christopher Rintz
Village President
Village of Winnetka



Village Seal

State of ILLINOIS }
County of Cook } SS

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Christopher Rintz, the Village President of the Village of Winnetka, Illinois, personally known to me, appeared before me, under oath, this day in person and acknowledged that in such capacity he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of November, 2020.

[Redacted Signature]

NOTARY PUBLIC



PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, the Council of the Village of Winnetka do hereby proclaim April 30, 2021 as Arbor Day in the Village of Winnetka, and we urge all citizens to support efforts to protect our trees and woodland and to support our Village's urban forestry program.

Dated this _____ day of _____, 2021.

Village President

PROCLAMATION

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, the count in 2017 western monarchs, which overwinters in California, reached an historic low of fewer than 29,000 butterflies — down from 1.2 million two decades previously, and falling below the predicted extinction threshold. The population failed to rebound in 2019, maintaining just 29,000 individual butterflies

WHEREAS, 20 years ago, more than one billion Eastern monarch butterflies migrated to Mexico, but in the winter of 2014, only 60 million made the trip; and

WHEREAS, every citizen of Winnetka can make a difference for the monarch by planting pollinator attracting native plants to provide habitat for the monarch and other pollinators in locations where people live, work, learn, play and worship; and

WHEREAS, on behalf of the people of Winnetka who are already and planning on creating healthy habitat for these magnificent butterflies, the Village Council is honored to lead the way by signing the National Wildlife Federation's Mayors' Monarch Pledge; and we encourage other officials across the United States and neighboring countries to take a stand with us so that the monarch butterfly will once again flourish across the continent.

NOW THEREFORE, the Council of the Village of Winnetka do hereby proclaim April 22, 2021 as Monarch Remembrance Day in the Village of Winnetka.

Dated this _____ day of _____, 2021.

Village President



Agenda Item Executive Summary

Title: Environmental and Forestry Commission 2021 Green Award

Presenter: Chuck Dowding, Chair of Environmental and Forestry Commission

Agenda Date: 04/20/2021

Consent: ☐ YES ☒ NO

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

Item History:

As part of the Village's commitment to sustainability, the Environmental and Forestry Commission (EFC) administered the annual Green Awards program this year. The program recognizes individuals, properties and households within the community that demonstrate exceptional commitment to sustainable and environmentally-friendly practices.

Executive Summary:

Green Award recipients are chosen based on the following award categories: Green Buildings, Recycling/Waste Reduction, Land, Air, Water/Stormwater, Energy, and Sustainable Communities. This year, the award will be presented to Spirit Elephant restaurant.

Spirit Elephant was selected for an award in the Sustainable Communities category. The restaurant has demonstrated commitment to sustainability through its use of locally grown food whenever possible, to reduce transportation costs and carbon output. Spirit Elephant has also shown dedication to waste reduction, composting, and recycling. Their menu contains only vegan options, which helps reduce the impact of our food system on water use, air pollution, and climate change. The restaurant itself is designed to be energy efficient, through the use of Energy Star appliances and energy efficient lighting. Take-out waste is reduced by employing compostable containers and bags and not including - unless requested - plastic utensils and napkins.

Recommendation:

Acknowledge 2021 Green Award to Spirit Elephant

Attachments:

Spirit Elephant Application



**VILLAGE OF WINNETKA
ENVIRONMENTAL AND FORESTRY COMMISSION**

Chuck Dowding, Chairperson
Chris Foley, Commissioner
Elizabeth Kunkle, Commissioner
Rosann Park-Jones, Commissioner
Barry Sylvester, Commissioner
David Varca, Commissioner
Ted Wynnynchenko, Commissioner
Jack Coladarci, Trustee Representative
Marcus Buccellato, Student Representative
Scarlett Harper, Student Representative

GREEN AWARD NOMINATION

Green Awards were developed by the Village's Environmental and Forestry Commission to recognize properties, households, and businesses that demonstrate exceptional commitment to sustainable and environmentally-friendly practices within the Village of Winnetka.

Please complete the following information to nominate a property within Winnetka for a Green Award:

Property Address: 924 Green Bay Rd.

Owner: CD Young

Owner's Phone and E-mail: 847-348-9000

1. **Award Category** (check all that apply): info@spiritelephantrestaurant.com

☒ **Climate:** Projects that reduce greenhouse gas emissions, maintain clean and healthful air, and develop resiliency to climate change impacts.

☒ **Economic Development:** Project that promote innovation and cultivate local and sustainable development, jobs and businesses.

☒ **Energy:** Projects that reduce energy output such as increasing efficiency or utilizing renewable energy.

☐ **Land:** Projects that conserve, utilize or restore existing land (e.g., native plants).

☒ **Leadership:** Projects that work collaboratively towards a sustainable region or advocate for policies that align with sustainable practices.



- ☐ **Mobility:** Projects that support safe, effective, and efficient transportation that uses resources wisely, integrate sustainability into transportation policies, programs and regulation, or promote public and sustainable transportation choices.
- ☐ **Municipal Operations:** Projects that lead by demonstrating sustainable values and practices, integrate sustainability into all municipal operations, operate a safe, clean and efficient fleet, collect and manage data to advance sustainability.
- ☒ **Sustainable Communities:** Projects that promote cultural vibrancy in the community; foster a culture of health, safety and wellness; increase access to sustainably grown local food; promote a sustainable identity for the community; or cultivate community values based on principles of sustainability.
- ☐ **Water/Stormwater:** Projects that filter stormwater runoff or store stormwater on property such bioswales, rain gardens or rain barrels.
- ☐ **Waste & Recycling:** Projects that substantially reduce waste or use of recycled material. Such projects may include use of a composter, reusing recycled materials or diverting waste from landfills.
- ☐ **Innovation/Other:** All other projects that do not fit into an above category.

2. **Property Type (check one):**

- ☐ Private
- ☒ Commercial
- ☐ Public

3. **Brief Description of the Project and Benefits (use extra pages if needed):** _____

4. **Approximate Date of Project Completion:** Ongoing



5. Name, Address, Phone Number and Email of Nominator:

Teri Cross
847-501-1302 teri.cross@gmail.com

6. Photos Enclosed

7. Signature of Nominator:

Teri Cross

8. Signature of Property Owner:

[Signature]

Please send this form with photos attached and other documentation, or direct questions, to:

Brendon Mendoza, Public Works Analyst
1390 Willow Road, Winnetka, IL 60093
(847) 716-3550 or bmendoza@winnetka.org

Guidelines:

- You can nominate your own property or as many projects as you like, as long as you get the owner's signature.
- The project must have been completed within the past 5 years.
- Commercial, public, or private properties are eligible.
- All applications are reviewed and awarded by members of the Environmental and Forestry Commission.
- Deadline for application is February 28, 2021. Awards are announced at the Village Council meeting closest to April 22nd (Earth Day).

Award Criteria:

Applications will be evaluated by the Village of Winnetka Environmental and Forestry Commission based on how well the projects or initiatives meet the following criteria:

- Positive Impact - The project must have a meaningful and demonstrable impact in Winnetka by helping protect the environment or enhance the quality of life for residents.
- Embraces Innovation/Creativity - The project should reflect a new concept, technology, or practice in Winnetka and should employ new ideas in the industry.
- Overcomes Challenges - The project should explain what challenges were overcome.
- Transferable - The project should be able to be replicated by others in similar situations.
- Demonstrates Initiative - The project should reflect how the individual or group took action to move sustainability forward in their position or community.

**Spirit Elephant Restaurant
EFC Green Award Application
2021**

Thank you for the opportunity to nominate Spirit Elephant Restaurant for an Environmental and Forestry Commission Green Award.

The negative environmental impact of the production of meat and poultry in factory farms is huge and well-established. And the vast majority (99%) of our meat comes from factory farms. Because of this and other reasons, an increasing number of people are adopting a more plant-based diet. Plant-based/vegan eating is considered by many to be the best thing folks can do to help water conservation, air pollution, fight climate change, and stop biodiversity destruction. As the pioneer vegan restaurant in Winnetka, Spirit Elephant Restaurant is leading the way in our community in advocating for plant-based eating, both for its environmental impact as well as for health reasons.*

This new restaurant offers a surprisingly delicious menu of entrees, sides, and desserts that could sway even the most ardent carnivore toward more plant-based eating. While vegan and vegetarian cuisine is not a new concept, there has never been a vegan (or even strictly vegetarian!) restaurant in Winnetka. It can be a challenge to be the first to introduce vegan choices in a community where some of the most successful restaurants have focused their menus on meat options (hello McDonald's, Fred's, Stacked and Folded). The success of Spirit Elephant could open the door for other vegetarian and vegan restaurants, or at least encourage an increased focus on vegetarian options on other restaurants' menus in Winnetka.

Behind the scenes, Spirit Elephant Restaurant continues its commitment to sustainability by sourcing locally grown food whenever possible—thereby saving energy costs in transportation and supporting local farmers. They compost and recycle—keeping as much food and other waste out of the landfill as possible. Unlike many Winnetka restaurants, their take-out containers and bags are also compostable and, instead of adding plastic utensils and napkins to every take-out bag, customers are always asked if you need them first, so they don't end up in your trash at home. Lastly, in designing the restaurant, all equipment met energy star standards and lighting was designed to be energy efficient.

Spirit Elephant has introduced the community to a positive impact way of eating that perhaps they never before thought would be both satisfying, delicious, healthy, and good for the environment. The restaurant has attracted a large number of customers from all over Chicagoland (and has brought more foot traffic to Hubbard Woods in the process). It is interesting how far people are willing to travel for the type of food experience that Spirit offers. Many of these customers have encouraged owner, CD Young, to open a restaurant in their communities.

Spirit Elephant Restaurant opened its doors January 25, 2020, after months spent converting a former rug store (Village Carpets) into a full-service restaurant and bar. This was six weeks

before the Covid shutdown. There are many challenges to opening a new restaurant and establishing a foothold as a going concern. But Ms. Young never imagined having to switch to a 100% take-out business shortly after opening. Fortunately, Winnetka and the community at large responded by embracing the new restaurant and supported the take-out business enough to keep it open during two shutdowns.

Spirit Elephant Restaurant is an asset to the health of its community and the planet. For this reason, I feel that it is a good candidate for an Environmental and Forestry Commission Green Award. Thank you for your consideration.

*Spirit Elephant has partnered with the University of Chicago Comprehensive Cancer Center to promote plant-based eating as an anti-inflammatory diet aimed at fighting cancer and the recurrence of cancer.

Sources:

<https://www.independent.co.uk/life-style/health-and-families/veganism-environmental-impact-planet-reduced-plant-based-diet-humans-study-a8378631.html>

<https://www.livekindly.co/99-animal-products-factory-farms/#:~:text=i-99%25%20of%20All%20Animal%20Products%20in%20the%20U.S.%20Come%20From,U.S.%20come%20from%20factory%20farms.>

<https://www.foodandwaterwatch.org/problems/factory-farming-food-safety>

Spirit Elephant Restaurant
EFC Green Award Nomination
2021



Compostable Takeout Flatware



Compostable Takeout Containers

Spirit Elephant Restaurant
EFC Green Award Nomination
2021



Recycling Bins



Compost Bins

Spirit Elephant Restaurant
EFC Green Award Nomination
2021



/ SPECIALTY COCKTAILS

		FAN FAVORITES		Elephant in the Room	
Spirit Margarita	13	Ele Fitzgerald	13	<i>Bulleit Rye, Demarrau Syrup,</i>	
<i>Partida Blanco, Fresh Lime, Lemon,</i>		<i>Ketel One, Fresh Grapefruit, Lemon Juice,</i>		<i>Luxardo Cherry, Orange, Bitters,</i>	
<i>Orange Juices</i>				<i>Smoked Cherry Wood Ice Sphere</i>	
		SEASONAL SELECTIONS		Smoky Owl	
Nicholas Sage	12	Cherry-Go-Round	13	<i>Mescal, Pomegranate Cranberry Shrub,</i>	
<i>Jameson, Sage Maple Syrup,</i>		<i>Titos, Cherry Juice, Pama, Lime Juice,</i>		<i>Lemon Juice, Agave</i>	
<i>Lemon Juice</i>		<i>Dry Curacao, Simple Syrup</i>		Comfortably Plum	12
Winter 75	12	The Beauregarde	11	<i>Crown Royal, Lemon Juice, Spiced</i>	
<i>Tanqueray Gin, Plum Wine,</i>		<i>Housemade Peaflower Infused Gin,</i>		<i>Simple Syrup, Plum Wine</i>	
<i>Lemon Juice, Prosecco Float</i>		<i>St. Germaine, Tonic</i>		Spiced Manhattan	13
Pinky Swear	11	<i>(Some assembly required)</i>		<i>Woodford Rye, Parce 8 yr Rum,</i>	
<i>Ketel One Grapefruit Rose Botanical,</i>				<i>Spiced Simple Syrup, Angustura Bitters</i>	
<i>Cranberry Juice, Lime Juice</i>					

/ MOCKTAILS	Lemon-Ginger Boost	7	Cranapple Spritz	8	Elephant Palmer	8
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/ DRAUGHT

Apex Predator [Belgian Saison]	7
<i>Off Color Brewing 6.5%</i>	
Anti Hero [IPA]	6
<i>Revolution Brewing 6.5%</i>	
Oktoberfest [Märzen]	7
<i>Great Lakes Brewing 6.5%</i>	
Gumballhead [Wheat Beer]	7
<i>3 Floyds Brewing Co 5.5%</i>	
IPA [American IPA]	7
<i>Lagunitas Brewing Company 6.2%</i>	
Flywheel [Pilsner]	6
<i>Metropolitan Brewing 5.0%</i>	
Daisy Cutter [Pale Ale]	6
<i>Half Acre Beer Co 5.2%</i>	
Purple Line [Hibiscus Bavarian Wheat]	7
<i>Smylie Brothers Brewing 5%</i>	

/ BOTTLES & CANS

Miller Lite [Pale Lager]	4
<i>Miller Brewing</i>	
Gold [Light Lager]	5
<i>Saint Archer Brewing</i>	
Blue Moon [Wheat Ale]	5
<i>Coors Brewing</i>	
Grunsfeld [American Lager]	6
<i>Ravinia Brewing Company</i>	
APA [American Pale Ale]	5
<i>Brickstone Brewing</i>	
Orange Door [American IPA]	8
<i>Sketchbook Brewing Co</i>	
Heineken [Pale Lager]	5
<i>Heineken</i>	
Heineken Zero [Pale Lager]	5
<i>Heineken</i>	
Prairie Path [Blonde Ale]	5
<i>Two Brothers Brewing Co</i>	
Brightcider [Cider]	7
<i>2 Towns Ciderhouse</i>	
Delirium Tremens [Belgium Pale]	12
<i>Brewery Huyghe</i>	
Dragon's Milk [Bourbon Barrel-Aged Stout]	10
<i>New Holland Brewing</i>	

/ BUBBLY

Syltbar Prosecco Rose	Glass / Bottle
<i>Friuli, Italy</i>	11/43
Syltbar Prosecco	11/43
<i>Friuli, Italy</i>	
Piper Heidsieck Cuvee 1785	70
<i>Champagne, France</i>	

/ WHITE

Lucien Albrecht Reserve Riesling	Glass / Bottle
<i>Alsace France</i>	11/43
Chapoutier Belleruche Rose	10/38
<i>Cotes du Rhone, France</i>	
Barone Fini Pinot Grigio	10/38
<i>Valdadige, Italy</i>	
Left Coast White Pinot Noir	12/44
<i>Willamette Valley, Oregon</i>	
Loveblock Sauvignon Blanc	12/44
<i>Marlborough, New Zealand</i>	
Brassfield Sauvignon Blanc	10/38
<i>High Valley, California</i>	
Daou Reserve Chardonnay	70
<i>Paso Robles, California</i>	
St. Francis Chardonnay	9/32
<i>Sonoma, California</i>	
Cambria "Katherine's Vineyard" Chardonnay	13/48
<i>Santa Maria Valley, California</i>	
Penner Ash Viognier	15/56
<i>Willamette Valley, Oregon</i>	

/ RED

Duck Pond Pinot Noir	Glass / Bottle
<i>Willamette Valley, Oregon</i>	15/56
Cloudfall Pinot Noir	10/36
<i>Monterey, California</i>	
Raptor Ridge "Shea Vineyard" Pinot Noir	80
<i>Willamette, Oregon</i>	
Alexander Valley Vineyards Pinot Noir	65
<i>Alexander Valley, California</i>	
Ramsay Merlot	12/44
<i>North Coast, California</i>	
Decero Cabernet	10/38
<i>Mendoza, Argentina</i>	
LaStoria Cabernet	65
<i>Alexander Valley & Sonoma County, California</i>	
Educated Guess Cabernet	12/44
<i>North Coast, California</i>	
Buehler Cabernet	15/56
<i>Napa Valley, California</i>	
Tinto Negro Malbec	10/38
<i>Mendoza, Argentina</i>	
Luigi Bosca Reserve Malbec	50
<i>Uco Valley, Argentina</i>	
Chateau Saus Bordeaux	10/38
<i>Bordeaux, France</i>	
Earthquake Petite Sirah	14/52
<i>Lodi, California</i>	
Eruption Red Blend	12/44
<i>High Valley, California</i>	
Prisoner Red Blend	85
<i>Napa Valley, California</i>	
Decoy Zinfandel	14/52
<i>Sonoma County, California</i>	

DINE IN MENU

Local.Seasonal.Organic.

/ SHAREABLES

- Cauli-Wings** ^{gf} 13
Choice of: Buffalo, BBQ, Wasabi-Dijon, Jerk or Mango Chili
Served with Sesame Seeds, SE Ranch Dressing, Celery & Carrots
- Portobello Spring Rolls** ^{gf} 12
Rice Noodles, Green Onion, Mint, Cilantro, Pickled Carrots, Cucumbers & Daikon, Watermelon Radish, Nhung Sauce, Miso Mustard
- Thai Lettuce Wraps** ^{gf} 14
Tofu, Shiitake & Button Mushrooms, Onion, Water Chestnuts, Ginger, Peanut Tamarind Sauce
- Land Scallops** ^{gf} 12
Miso & Plum Marinated King Oyster Mushrooms, Cauliflower Puree, Sautéed Swiss Chard, White Wine & Caper Sauce
- Fig Flatbread** ^{gf} 16
Poached Figs, Mint Pesto, Mozzarella & Cheddar Cheeses, Cherry Tomatoes, Arugula Tossed in Lemon Oil, Balsamic Glaze Drizzle
- Watercress Béchamel Flatbread** ^{gf} 16
Béchamel, House-Made Ricotta, Broccolini, Roasted Yams, Leek Confit, Toasted Pine Nuts, Watercress
- Glazed Brussels Sprouts** ^{gf} 12
Watermelon Radish, Charred Lemon, House-Made Gochujang Glaze
- Fresh Cut French Fries** ^{gf} 6
Served with Elephant Sauce
Truffle or Garlic add \$2.
Loaded add \$6 (Cheese Sauce, Chorizo, Sour Cream, Green Onion, Pickled Radish & Fresnos)

/ PRIME CUTS

- BBQ Meatless Loaf** ^{gf} 18
Grilled Asparagus, Creamy Mashed Potatoes, Roasted Rainbow Carrots, Green Lentil Gravy
- Vedgeplant Parm** ^{gf} 17
Breaded Eggplant, Marinara Sauce, House Made Ricotta, Sautéed Garlic Spinach, Zucchini, Yellow Squash, Confit Tomatoes, Balsamic Glaze, Crispy Basil.
Served with Rosemary Focaccia
- BBQ Burger** ^{can be gf} 17
Smoked Gouda, BBQ Sauce, Bibb Lettuce, Crispy Onions, Pickles, Tomato.
Served on a Pretzel Bun
Choice of House-Made Lentil Patty or Impossible Patty
- Mushroom Tenderlion** ^{gf} 19
Sautéed Lion's Mane & Oyster Mushrooms, Creamy Mashed Potatoes, Roasted Delicata Squash,
Lemon & Red Pepper Broccolini ^{gf}
- Crabless Cakes** 19
Heart of Palm, Artichoke & Garbanzo Bean Cakes
Served with Cauliflower Puree, Caulilini, Arugula & Blood Orange Supreme Salad with Crispy Kale & Tartar Sauce

/ SOUPS

- Wild Mushroom Soup** ^{can be gf} Cup: 6 Bowl: 12
Garlic Bread Crumbs, Hewn Artisan Bread
- Red Lentil Curry Soup** ^{gf} Cup: 6 Bowl: 12
Cilantro, Toasted Coconut, House-Made Pita Chips, Charred Lemon

/ SALADS

- Roasted Beet Salad** ^{gf} 14
Arcadian Mix, House-Made Ricotta, Poached Figs, Pickled Red Onions, Candied Walnuts, Fig Balsamic & Balsamic Glaze
- Banh Mi Salad** ^{gf} 15
Arugula, Bibb, Radicchio, Cilantro, Basil, Pickled Carrots, Cucumber & Radish, Shiitake Mushrooms, Bean Sprouts, Togarashi, Toasted Pistachios, Sriracha Aioli
- Poached Pear Salad** ^{gf} 15
Arcadian Mix, Frisée, Shredded Rainbow Carrot, Red Onion, Pomegranate Seeds, Toasted Pecans, Apple-Ginger Vinaigrette
- Sweet Potato Quinoa Salad** ^{gf} 15
Arcadian Mix, Arugula, Sweet Potatoes, Purple Yams, Tri-Color Quinoa, Pickled Apple, Roasted Pine Nuts, Watermelon Radish, Maple Dijon Vinaigrette
- Southwest Salad** ^{gf} 15
Arcadian Mix, Black Beans, Pickled Red Onions, Tomato, Avocado, Toasted Chickpeas, Roasted Corn, Tortilla Strips, SE Ranch, Sriracha Aioli

** add blackened tofu, pan seared tempeh, chorizo, toasted chickpeas or avocado \$2

/ BOWLS

- Chana Masala Red Curry** ^{gf} 16
Tomato & Chickpea Curry with Broccoli. Served atop Wild Rice Garnished with Tri-Color Cauliflower, Broccolini, Roasted Yams, Charred Tempeh, Cilantro
- Forbidden** ^{gf} 17
Forbidden Rice, Blackened Tofu, Tri-Color Cauliflower, Mango, Confit Tomatoes, Avocado, Toasted Coconut, Mango Chili Drizzle, Watermelon Radish
- Pad Thai** ^{gf} 17
Rice Noodles, Blackened Tofu, Red Thai Chilis, Bean Sprouts, Edamame, Tamarind Sauce, Shredded Rainbow Carrots, Sesame Seeds, Roasted Peanuts, Cilantro, Green Onion
- Smoked Lentil Bolognese** ^{can be gf} 17
Linguini, Roasted Mushrooms, Confit Tomatoes, House-Made Ricotta, Crispy Sage.
Served with Rosemary Focaccia
**Gluten Free Penne add \$2*
- Béchamel Scallop-ini** ^{can be gf} 18
Linguini, Artichoke, Tri-Color Cauliflower, King Oyster Mushroom Scallops, Roasted Mushrooms, Crispy Basil. Served with Rosemary Focaccia
**Gluten Free Penne add \$2*
- Mushroom Ramen** 17
Shiitake-Miso Broth, Baby Bok Choy, Shredded Rainbow Carrots, Purple Cabbage, Watermelon Radish, Porcini Belly. Served with Tare Sauce

Dinner for one here saves 360 gallons of water, 13lbs of grain, 10sqft forest & 6lbs of CO2

PSA: despite all sensory cues to the contrary, no animal products of any kind are present

^{gf} = cross-contamination could occur despite following safe handling protocols.

in your food from Spirit Elephant

Eat plants feel beautiful

924 Greenbay Road, Winnetka, IL 60093. Tel: (847) 348-9000

Agenda Packet # 19





IN THE PRESS

REPRISE COFFEE ROASTERS

170Z FRENCH PRESS

Don Francisco: The Reds!

Chocolate Covered Cherries, Creamy & Deep Body

Uncaf: Swiss Water Decaf

Smooth & Mellow, Chocolate & Caramel

SPIRIT TEA

170Z FRENCH PRESS

Dehong Snow Phoenix

White Tea with Notes of Rosemary, Hay Coumarin & Wildflowers

Morning Mist

Green Tea with Notes of Alfalfa Honey, Sweet Corn, & White Pepper

Sunstone Breakfast

Black Tea with Notes of Cocoa, Sweet Potato & Black Pepper

Thai Clear Heart No. 17

Black Tea with Notes of Hawthorn Berries, Cotton Candy & Mead

Chamomile

Herbal Tea with Notes of Fragrant Lemon Balm Leaf, Pink Rose Petals, Spearmint and Sarsaparilla

Rosella Tonic

Bright & Refreshing Herbal Tea with Notes of Hibiscus, Lemongrass & Licorice Root

Peppermint

Green Tea with Notes of Mint and a Pinch of Lemon Verbena Creates a Refreshing Flavor for a Caffeine-Free Herbal Tea

Malabar

Herbal Tea with Notes Turmeric, Lemongrass, and Licorice Provide Depth and Balance.

WE PROUDLY SERVE



DESSERT

SWEET EATS

6 **Key Lime Ginger Cheesecake** ^{gf} 11
Cashew Based Cheesecake, House Made Gluten Free Graham Cracker Crust, Fresh Key Lime & Ginger

Raw Brownie a la Mode ^{gf} 11
Medjool Dates, Candied Walnuts, Vanilla Gelato, Sea Salt Caramel, Whipped Cream, Powdered Sugar, Cocoa Powder, Chocolate Sauce

7 **Spiced Apple Pie** 11
Sea Salt Caramel, Vanilla Gelato, Powdered Sugar, Whipped Cream

Poached Pearfection ^{gf} 11
Red Wine Poached Pear, House Made Coconut Yogurt, Seasonal Berries, Sea Salt Caramel, Dark Chocolate Shavings, Mint

Carrot Cake 11
Shredded Carrots, Toasted Pecans, Lemon Icing, Lemon Carrot Puree, Vanilla Cream Cheese Frosting

Mammoth Cinnamon Roll 10
Served Warm with Vanilla Icing

Warm Homemade Cookie à la Mode ^{can be gf} 8
Choice of Classic Chocolate Chip or Oatmeal Chocolate Chip with Vanilla or Chocolate Gelato

Triple Threat Chocolate Cake ^{gf} 7
Chocolate Cupcake, Espresso Chocolate Buttercream, Chocolate Ganache

SWEET DRINKS

Liquid Sorbet 13
Lemoncello, Pama, Lemon Juice, Citrus Rose Shrub

Wakey Wakey 10
Reprise Coffee, Vodka, Oat Milk, Aquafaba

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR VIRTUAL MEETING
April 8, 2021**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Thursday, April 8, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Manager Bahan Called the roll Present: Trustees Robert Apatoff, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: Trustee Jack Coladarci. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Community Development Director David Schoon, Fire Chief Alan Berkowsky, and approximately 21 persons in the audience.
- 2) Pledge of Allegiance. Trustee Lanphier led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) April 13, 2021 Study Session. All of the Council members present except Trustee Swierk said they expect to attend.
 - b) April 20, 2021 Regular Meeting. All of the Council members present said they expect to attend.
 - c) May 4, 2021 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment.

Mark Cison, 988 Elm Street. Mr. Cison urged the Village Council to lift mask mandates in public spaces in Winnetka.

Crow Island School third grade class video comment. Ms. Cook's class of third graders asked the Village Council to consider approving another dog park in Winnetka. President Rintz explained that talks have been held with the Park District about construction of a potential new dog park in conjunction with stormwater improvements in West Winnetka.
- 5) Presentation – Cook County Board President Toni Preckwinkle. President Rintz said Winnetka owes a debt of gratitude to President Preckwinkle, Forest Preserve Superintendent Arnold Randall, and Cook County Commissioner Larry Suffredin for their support of the Village's stormwater wetlands detention project. He also extended his personal thanks to Ms. Preckwinkle and the Cook County Department of Public Health for allowing the establishment of the MABAS 3 Covid-19 vaccination site at New Trier West High School, where over 6,300 vaccinations have already been administered to essential governmental employees under the supervision of Winnetka and Wilmette staff, and where vaccines will soon be offered to community members at large.

President Preckwinkle said the 2021 Cook County budget is balanced and contains no new property tax increases. Funding is included for criminal justice reform, a vaccination program, small business aid, and public transportation. She said the MABAS 3 site is the

only MABAS site in Cook County and she thanked Winnetka for its support; other County mass vaccination sites are in Des Plaines, Tinley Park, Forest Park, River Forest, and South Holland. She encouraged all in the community over 16 years of age to make a vaccine appointment after April 12 and urged the use of masking and other precautions to contain the spread of Covid variants, which are more easily spread and potentially more lethal.

6) Reports:

a) Trustees. None.

b) Attorney. None.

c) Manager. Manager Bahan said on April 13, area municipalities will host a Jewel-Osco vaccine clinic at New Trier West for service workers in the area. New doses of Moderna are scheduled to be administered in the near future.

d) Village President. President Rintz said a new clothing shop opened in Hubbard Woods last week; he reminded residents and businesses that gas powered leaf blowers are not permitted during the spring and summer months and he will be encouraging enforcement of Winnetka's leaf blower law; and he reported on a meeting he attended with Village engineering staff to interview for grant funding for improving the Green Bay Trail.

7) Proclamation Honoring Retiring Fire Chief Alan Berkowsky. President Rintz lost his computer connection at 7:27 PM. President Pro Tem Cripe read aloud a proclamation honoring the accomplishments of Winnetka's Fire Chief, Alan Berkowsky, who is retiring after ten years of service to Winnetka.

[President Rintz regained connectivity at 7:31 PM.]

The Council members and Manager Bahan each expressed their appreciation for everything Chief Berkowsky has done for the Winnetka community and for his leadership in the Fire Department, and all agreed that he will be missed.

Chief Berkowsky said it was an honor to work in Winnetka, and he commended the professionalism of the Village Council. He noted that the Winnetka Fire Department has excellent staff and the Village is in good hands.

Scott Myers, former Village Trustee. Mr. Myers also thanked Chief Berkowsky for his leadership of the Fire Department and especially for his assistance during the Winnetka Music Festival to help keep the event running smoothly and safely.

Trustee Lanphier, seconded by Trustee Swierk, moved to adopt the honorary Proclamation for Chief Berkowsky. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustee Coladarci.

8) Approval of the Agenda. Trustee Swierk, seconded by Trustee Lanphier, moved to approve the Agenda By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustee Coladarci.

9) Consent Agenda

- a) Village Council Minutes.
 - i) March 2, 2021 Regular Meeting.
 - ii) March 9, 2021 Special Meeting.
 - iii) March 16, 2021 Regular Meeting.
- b) Approval of Warrant List dated March 12 – April 1, 2021 in the amount of \$1,266,053.71.
- c) Ordinance No. M-6-2021: 688-694 Green Bay Road – The Walden Preliminary Planned Development (Adoption).
- d) Resolution No. R-40-2021: Repair Groundwater Monitoring Wells at Municipal Landfill (Adoption).
- e) Resolution No. R-45-2021: Extending Temporary Tent Approval for Schools (Adoption).
- f) Resolution No. R-46-2021: Purchase of Leaf Collector (Adoption).
- g) Resolution No. R-47-2021: Curbside Collection Refuse Rates (Adoption).
- h) Resolution No. R-48-2021: Purchase of Pad-Mount Metering Gear (Adoption).

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

10) Ordinances and Resolutions.

- a) Ordinance No. M-8-2021: 651 Elm Street Variation (Introduction / Adoption).

Mr. Schoon reviewed this request for a front yard setback variation for new construction which was recommended for approval by the Zoning Board of Appeals (ZBA). The Village Council must approve all zoning variations for new construction. He explained that the site has been vacant since 2007; the applicant proposes constructing a new single-family home that complies with all zoning requirements except the front yard setback. New is required construction to observe the average of the front yard setbacks on the block face; however, since two of the three neighboring properties have a much larger setback than is the norm for this zoning district, the Subject Property would be required to provide a 60-foot front yard setback under strict observance of the Zoning Ordinance. The applicant proposes a setback of 40+ feet; the ZBA considered the request including hearing from three neighbors in support of the variation; and it voted unanimously to recommend approval of the variation.

Trustee Lanphier asked if there is any reason that the property shouldn't be permitted to observe the 30-foot front yard for the R-4 Zoning District, since she was not certain the standards the Subject Property are being asked to meet make sense in this situation.

Trustee Cripe explained that he wouldn't like to see the home any closer to the street, as it would affect the views of the neighbors and bisect the block face.

Trustee Lanphier asked where stormwater detention would be. Mr. Schoon explained that the construction will have to meet Village stormwater requirements but that plans are not yet finalized.

Elliot Wiczer, attorney for the applicants. Mr. Wiczer explained that the setback variation would help the new owners preserve several large trees at the rear of the property. Matt Burdeen, the applicant, noted that stormwater detention requirements for the Subject Property may affect how many of the trees can be saved, and he added that he is working with Village engineers on stormwater detention.

There was no public comment.

The Trustees were in favor of approving the request and waiving introduction of the Ordinance.

Trustee Cripe, seconded by Trustee Swierk, moved to waive introduction of Ordinance No. M-8-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustee Coladarci.

Trustee Swierk, seconded by Trustee Dearborn, moved to adopt Ordinance No. M-8-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustee Coladarci.

11) Old Business. None.

12) New Business.

- a) 880 Willow Zoning Variations (Policy Direction). Mr. Schoon explained that the owners of the Subject Property were granted gross floor area and front and side yard setback variations in 2019 to allow construction of a new home. At that time, no garage was proposed for the site. Tonight, the Council will discuss a request to approve variations from impermeable lot coverage and roofed lot coverage limitations to allow construction of a detached garage in the rear quarter of the property. Mr. Schoon noted that it appears the property owner added additional impermeable lot coverage that was not approved in the construction plans in 2019; therefore, the current variation request includes this additional lot coverage.

The ZBA recommended denial of the variation request, given that the home was so recently granted significant zoning relief. It was felt that the garage should have been planned at that time. Since the request was recommended for denial, Council approval requires a favorable vote of four Village Trustees.

President Rintz asked the Trustees for their questions.

Trustee Swierk asked what the stormwater management situation is. Mr. Schoon said the property meets current requirements but would have to provide additional stormwater management for any additional impermeable surface.

Trustee Lanphier asked if an existing paved patio could be converted to a wooden deck to alleviate the amount of impermeable surface. Mr. Schoon explained if the surface underneath was permeable, a wood deck would reduce the amount impermeable lot coverage on the site.

Trustee Cripe asked why there was no request for a garage when the home was being constructed.

President Rintz called for public comment.

Tiffany Vitiello and Steven Fowler, neighbors to 880 Willow. Mr. Fowler explained that he shares a driveway with the Subject Property and it is difficult to function with the current situation of too many cars parked in close proximity. He appealed to the Council to consider approving the request so the shared driveway is more accessible.

Jeffrey Liss, Winnetka resident. Mr. Liss asked to what extent the Council's decision will depend on the absence of a garage request when the home was being constructed.

Mark and Julie Swislow, neighbors to 880 Willow. The Swislows said they were in favor of a garage simply to make the site more appealing visually with regard to trash cans and parked cars.

Next, President Rintz called on the applicants.

Todd Stephens, the applicant's attorney, explained that this particular block of Willow road has very small nonconforming lots, and the adjacent neighbors have all submitted letters asking the Council to grant approval of the requested variations to allow the garage to be constructed. He said the applicants would either remove the nonconforming impervious surface that had been added or compensate with more stormwater storage.

Trustee Cripe asked again about the garage that had been on the Subject Property previously and why the applicants didn't include a request for a garage when they were constructing their home. Attorney Stephens said it had been more like a shed that was 100 years old and was taken down by the applicants' contractors. Mrs. Cazacu explained that they did not think a garage was important at the time; it is only after living in the home and seeing the problems with the shared driveway that they realize a longer driveway and garage is needed.

President Rintz asked the applicants to explain what other vehicles would be housed in the garage. Mrs. Cazacu said the couple has a jet ski that they would like to store in the garage. President Rintz asked what happens to the current cars if they will not be parked in the garage. Mrs. Cazacu said having a longer driveway will help with the car parking and there will only be two cars parked in the driveway.

Trustee Swierk asked for clarification that the driveway is not "shared." Mr. Schoon explained the driveways are two separate narrow driveways. Trustee Swierk said he could not be in favor of this belated request for a garage, as he felt it should have been included in the original construction plans for the home.

Trustee Dearborn said there are a number of cars in the two adjacent driveways. He noted that the ZBA indicated it would have required the home to be smaller during its consideration of the original variation request in 2019 if it had included a garage in the plans. He said he could not see granting approval to a situation that could potentially exacerbate stormwater runoff problems in this area.

Trustee Cripe agreed with Trustees Swierk and Dearborn, but he expressed frustration that a negative decision by the Council is bad for the neighbors who have all expressed

support for the request. He commented that the site has legitimate safety problems which may complicate strict adherence to the Zoning Ordinance.

President Rintz suggested approval of the request might include a limitation on the number of cars that could be parked on the Subject Property.

Trustee Apatoff expressed discomfort with how the applicants went about the original demolition and construction, and he was also not enthusiastic about going against the unanimous recommendation of the ZBA.

Trustee Lanphier noted that the original home on the site did not have a garage in the rear quarter but did have a shed near the house. She said the issues seem to be storage of items like garbage cans and a jet ski, and parking on the driveway. She said she was reluctant to grant the requested variation to build a garage in light of the original home plan leaving out the garage entirely. She suggested the applicants revise their plan to extend the driveway and install a storage shed, rather than a garage, to reduce the impermeable surface variation being requested.

Mr. Stephens explained that his clients had been sick with Covid-19 and did not appear for the ZBA hearing. He said they would be willing to revise their plans and appear before the ZBA again if the Council would table its decision on the matter tonight.

President Rintz said it does not look like the applicants have the approval of four Trustees on this appeal, and a negative determination would require them to wait 12 months before coming back with another request.

Attorney Friedman explained that if the matter is continued to a Council meeting, it must be given a date; however, if the request is sent back to the ZBA, public notice will be given for the public hearing date on the matter. President Rintz asked the Council if it would like to keep the matter in its purview or if it would prefer to send the issue back to the ZBA.

Trustee Swierk said double driveways are not uncommon in Winnetka; and he would not consider changing his mind for a garage given the way the request made its way to the Village.

Attorney Stephens said the applicants made a mistake and should not be punished.

President Rintz suggested tabling the request for 60 days to give the applicants time to work out a better design.

Trustee Cripe, seconded by Trustee Lanphier, moved to defer the request until the first Council meeting in June. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustee Coladarci.

13) Appointments: None.

14) Closed Session. None.

15) Adjournment. Trustee Dearborn, seconded by Trustee Cripe, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustee Coladarci. The meeting adjourned at 8:44 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
VIRTUAL STUDY SESSION
April 13, 2021**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, April 13, 2021 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Manager Bahan called the roll. Present: Trustees Robert Apatoff, Andrew Cripe, Robert Dearborn, Penfield Lanphier. Absent: Trustees Jack Coladarci and John Swierk. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster and no persons in the audience.
- 2) Public Comment. None.
- 3) Closed Session for the Purpose of Discussing Setting the Price for the Sale or Lease of Village Property Pursuant to Section 2(c)(6) of the Open Meetings Act.

Trustee Apatoff moved to adjourn into Closed Session to discuss the Sale or Lease of Village Property, pursuant to Section 2(c)(6) of the Illinois Open Meetings Act, and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. Trustee Dearborn seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dearborn, and Lanphier. Nays: None. Absent: Trustees Coladarci and Swierk.

The Council adjourned into Closed Session at 7:02 PM

- 4) Adjournment. The Study Session adjourned at 8:42 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated April 2-15, 2021

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 04/20/2021

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

The Warrant List dated April 2-15, 2021 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated April 2-15, 2021.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-49-2021: Class P Liquor License for Open Kitchens Inc. (Adoption)

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

Agenda Date: 04/20/2021

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

Consent: ☒ YES ☐ NO

Item History:

None.

Executive Summary:

Open Kitchens Inc. is the food concession vendor for the Winnetka Park District Golf Club located at 1300 Oak Street. Open Kitchens Inc. desires to sell and serve alcoholic beverages at the Halfway House and in the clubhouse of the Winnetka Park District Golf Course. Open Kitchens Inc. has applied for a Class P liquor license.

The Class P liquor license authorizes the retail sale and service of alcoholic beverages at the Halfway House and in the clubhouse of the Winnetka Park District Golf Course. Clubhouse sale and service shall be incidental and complementary to the sale and service of food in the clubhouse food service facility and shall be for consumption only in the clubhouse food service area. Halfway House sale and service shall be limited to persons the attendants at that facility reasonably believe to be at the Winnetka Park District Golf Course for the principal purpose of engaging in golfing activities. Alcoholic beverages served at the Halfway House may be taken for consumption in any other part of the Winnetka Park District Golf Course.

If approved, Resolution No. R-49-2021 will grant the requested liquor license. The resolution will also update the appendix to Chapter 5.09 of the Village Code that sets forth all authorized licenses by classification, which is attached to the Resolution as Exhibit A.

Recommendation:

Consider adopting Resolution No. R-49-2021 Approving a Class P Liquor License for Open Kitchens, Inc.

Attachments:

1) Resolution No. R-49-2021

**A RESOLUTION
APPROVING AND AUTHORIZING A CLASS P LIQUOR LICENSE
FOR OPEN KITCHENS INC.
(1300 Oak Street)**

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

WHEREAS, Open Kitchens Inc. (“*Applicant*”) is the designated vendor to serve food and alcoholic beverages at the Halfway House and clubhouse of the Winnetka Park District Golf Course located at the property commonly known as 1300 Oak Street in the Village (“*Property*”); and

WHEREAS, pursuant to Section 5.09.100 of the Winnetka Village Code (“*Village Code*”), on March 9th, 2021, the Applicant submitted an application to the Village for a Class P liquor license (“*Class P License*”) in order to engage in the retail sale and service of alcoholic beverages at the Property; and

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

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

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

SECTION 2: APPROVAL AND AUTHORIZATION OF CLASS P LICENSE. The Village Council hereby approves and authorizes the issuance of the Class P License to the Applicant for the Property.

SECTION 3: AUTHORIZED LIQUOR LICENSES. The Appendix to Chapter 5.09 of the Village Code titled “Authorized Liquor Licenses” is hereby amended to read as follows:

Classification	Number	Licensee
*	*	*
P	<u>01</u>	<u>Open Kitchens Inc.</u>
*	*	*

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

- A. Its passage and approval according to law;
- B. Approval of application background investigation for the Restaurant by the Village Chief of Police, or his designee; and
- C. Final inspection approval and issuance of a certificate of occupancy for the Property.

ADOPTED this 20th day of April, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

Title: Outdoor Seating Permit: Peet's Coffee Inc.

Presenter: Liz Dechant, Economic Development Coordinator

Agenda Date: 04/20/2021

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:

A late application for an outdoor seating permit was submitted by Peet's Coffee Inc. at 817 Elm Street. The required layout schematic and certificate of insurance have been submitted and approved by the Village. Staff will work with the applicant to assure appropriate passage of pedestrians.

Recommendation:

Consider approval of the 2021 Outdoor Seating Permit application for Peet's Coffee Inc.

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. M-9-2021: 630 Sheridan Road Zoning Variations (Introduction/Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 04/20/21

Consent: ☐ YES ☒ NO

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

Item History:

None

Executive Summary:

On April 20, the Village Council is scheduled to consider Ordinance No. M-9-2021 in response to an application submitted by Steve and Marie Sullivan (collectively, the “Applicant”), the owners of 630 Sheridan Road (the “Subject Property”). The Applicant requests approval of the following zoning variations to allow an existing playhouse to remain on the Subject Property:

1. Rear yard setback of 2 feet, whereas a minimum of 3 feet is required, a variation of 1-foot (33.33%) [Section 17.30.070 - Rear Yard Setback] and;
2. A playhouse that is 8.5 feet in height, whereas a maximum of 7 feet is permitted, a variation of 1.5 feet (21.43%) [Section 17.30.080 - Height of Buildings and Structures].

ZONING BOARD OF APEALS REVIEW

The Zoning Board of Appeals (ZBA) considered the request on March 8, 2021. After hearing from the Applicant, the Applicant's legal counsel, and three neighbors in support of the application, by a vote of 4-1, the Board recommended approval of the application. Two Board members were supportive of the request, while one was opposed because the request did not meet the variation standards. The remaining two Board members struggled with the request. Though they found the playhouse height and setback appropriate given its location, they struggled with the variation requests meeting the variation standards. One of those members in particular found the Zoning Ordinance playhouse height limit of seven feet too limiting, especially when other play equipment could be taller. In the end, the remaining two Board members voted to support the application.

Executive Summary (continued):

Members also voiced concern that the playhouse was constructed without a building permit. The Community Development Department received a complaint in December 2019 regarding the playhouse that is the subject of this application. Since that time, the Code Enforcement Officer has worked with the Applicant and their legal counsel to address the issue. Ultimately, the Applicant decided to pursue the necessary zoning relief to allow the playhouse to remain.

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

Recommendation:

Consider waiving introduction of Ordinance No. M-9-2021 and adopting the Ordinance

OR

consider only introduction of Ordinance No. M-9-2021.

Attachments:

Attachment 1: Ordinance No. M-9-2021

Attachment 2: March 2, 2021 ZBA Staff Report and Attachments

Attachment 3: Excerpt of March 8, 2021 ZBA meeting minutes

Attachment 4: Public Correspondence

ORDINANCE NO. M-9-2021

AN ORDINANCE GRANTING VARIATIONS
FROM THE WINNETKA ZONING ORDINANCE
FOR THE MAINTENANCE OF AN EXISTING PLAYHOUSE
WITHIN THE R-2 SINGLE FAMILY RESIDENTIAL DISTRICT
(630 Sheridan Road)

WHEREAS, Stephen P. Sullivan and Marie A. Sullivan (collectively, the “*Applicant*”) are the record title owners of the parcel of real property commonly known as 630 Sheridan Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Subject Property*”); and

WHEREAS, the Subject Property is located within the R-2 Single Family Residential District of the Village (“*R-2 District*”) measuring approximately 0.5 acres in size and improved with a single family residence and an existing playhouse that is accessory to the single family residence (“*Existing Playhouse*”); and

WHEREAS, the Village has determined that the Existing Playhouse was constructed without a building permit and does not comply with the requirements of the Winnetka Zoning Ordinance (“*Zoning Ordinance*”), in that it is within the minimum required rear yard setback from the north property line of the Subject Property and exceeds the permissible height for playhouses in the R-2 District; and

WHEREAS, the Applicant desires to maintain the Existing Playhouse in its existing form and at its existing location on the Property; and

WHEREAS, pursuant to Section 17.30.070 of the Zoning Ordinance, the Subject Property must have a minimum rear yard setback from the north property line of 3 feet; and

WHEREAS, pursuant to Section 17.30.080 of the Zoning Ordinance, the maximum permitted height for the Playhouse is 7 feet;

WHEREAS, to permit the maintenance of the Existing Playhouse, the Applicant filed an application for variations from: (i) Section 17.30.070 of the Zoning Ordinance to permit a minimum rear yard setback of 2 feet; and (ii) Section 17.30.080 of the Zoning Ordinance to allow the Existing Playhouse to measure 8.5 feet in height; (collectively, the “*Variations*”); and

WHEREAS, on March 8, 2021, after due notice thereof, the Zoning Board of Appeals (“*ZBA*”) conducted a public hearing on the Variations and, by a vote of four members in favor and one opposed, 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-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 17.30.070 and 17.30.080 of the Zoning Ordinance to permit the maintenance of the Existing Playhouse 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. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Existing Playhouse 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.
- B. **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.
- C. **Alteration of Existing Playhouse.** The Existing Playhouse on the Subject Property may not be altered 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.

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 B** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 8.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village

Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this 20th day of April, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2021.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ____ day of _____,
2021.

Introduced: _____, 2021

Passed and Approved: _____, 2021

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 4 (EXCEPT THE NORTHERLY 123.175 FEET AS MEASURED ON THE EASTERLY AND WESTERLY LINES THEREOF) OF LOT 4, IN W.H. GARLAND'S SUBDIVISION OF BLOCK 83 IN LAKEVIEW SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 16 AND THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as 630 Sheridan Road, Winnetka, Illinois.

PIN: 05-16-105-011-0000

EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Stephen P. Sullivan and Marie A. Sullivan (collectively, the "**Applicant**") are the record title owners of the parcel of real property commonly known as 630 Sheridan Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Subject Property**"); and

WHEREAS, the Subject Property is located within the R-2 Single Family Residential District of the Village ("**R-2 District**") measuring approximately 0.5 acres in size and improved with a single family residence and an existing playhouse that is accessory to the single family residence ("**Existing Playhouse**"); and

WHEREAS, the Village has determined that the Existing Playhouse was constructed without a building permit and does not comply with the requirements of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"), in that it is within the minimum required rear yard setback from the north property line of the Subject Property and exceeds the permissible height for playhouses in the R-2 District; and

WHEREAS, the Applicant desires to maintain the Existing Playhouse in its existing form and at its existing location on the Property; and

WHEREAS, pursuant to Section 17.30.070 of the Zoning Ordinance, the Subject Property must have a minimum rear yard setback from the north property line of 3 feet; and

WHEREAS, pursuant to Section 17.30.080 of the Zoning Ordinance, the maximum permitted height for the Existing Playhouse is 7 feet;

WHEREAS, to permit the maintenance of the Existing Playhouse, the Applicant filed an application for variations from: (i) Section 17.30.070 of the Zoning Ordinance to permit a minimum rear yard setback of 2 feet for the Subject Property; and (ii) Section 17.30.080 of the Zoning Ordinance to allow the Existing Playhouse to measure 8.5 feet in height; (collectively, the "**Variations**"); and

WHEREAS, Ordinance No. M-9-2021, adopted by the Village Council on April 20, 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: **STEPHEN P. SULLIVAN**

By: _____ By: _____

ATTEST: **MARIE A. SULLIVAN**

By: _____ By: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: MARCH 2, 2021
SUBJECT: 630 SHERIDAN ROAD – VARIATIONS (CASE NO. 21-08-V2)

INTRODUCTION

On March 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 Steve and Marie Sullivan (the "Applicants") as the owners of the property located at 630 Sheridan Road (the "Subject Property"). The Applicants request approval of the following zoning variations to allow an existing playhouse on the Subject Property:

1. Rear yard setback of 2 feet from the north property line, whereas a minimum of 3 feet is required, a variation of 1-foot (33.33%) [Section 17.30.070 – Rear Yard Setback]; and
2. A playhouse that is 8.5 feet in height, whereas a maximum of 7 feet is permitted, a variation of 1.5 feet (21.43%) [Section 17.30.080 – Height of Buildings and Structures].

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 February 18, 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 reduce a rear yard setback for an accessory structure other than a garage.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.5 acres in size, is located at the northwest corner of the intersection of Sheridan Road and Pine Street 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 north, east and west, and R-4 Single Family Residential to the south (see Figure 2). The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

The existing lot is a legal non-conforming lot in that it is 21,820.5 square feet in lot area, while the minimum required lot area for a corner lot in the R-2 District is 25,200 square feet. Additionally, the required minimum lot depth is 200 feet, while the lot is only 162 feet deep.

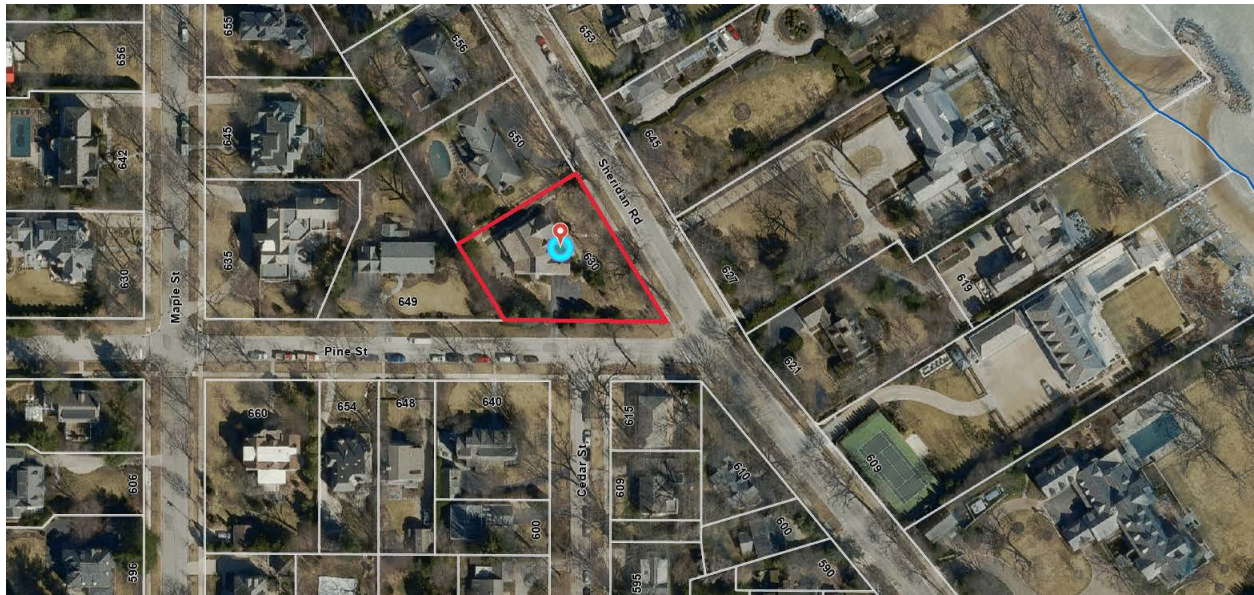


Figure 1 – Aerial Map



Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The residence was built in 1972, with subsequent building permits issued in 2006 and 2018 for interior remodeling. Other minor permits were also issued over the last several years. There are no previous zoning cases on file for the Subject Property. The Applicants acquired the property in June 2012.

The Community Development Department received a complaint on December 2, 2019 regarding the playhouse that is the subject of this application. It was determined that the playhouse was constructed without a building permit. On December 5, 2019, the Village's Code Enforcement Officer met with property owners (the Applicants) and the property owner's brother ("Applicants' Representative"), who constructed the playhouse. Upon the onsite inspection, it was determined that the playhouse did not comply with the zoning regulations. Subsequently, staff had conversations with the Applicants' Representative in December 2019 and February 2020 regarding pursuing zoning relief to allow the

playhouse to remain. In March 2020, staff was informed that the Applicants were planning on moving and either removing the playhouse or bringing it into compliance. In November 2020, a building permit application was submitted and the Applicants' Representative indicated a zoning variation would be pursued. In December, after not receiving a variation application, the Applicants' Representative was given until January 6, 2021 to submit a variation application. The Applicants' Representative contacted staff and subsequently submitted the variation currently before the Board.

Figures 3 and 4 below identify the Subject Property.

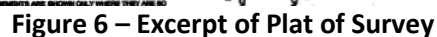


Figure 3 – Subject Property – (view from Pine Street looking northwest towards playhouse)



Figure 4 – Subject Property (view from Pine Street looking north towards playhouse)

The requested variations would allow the existing playhouse to remain on the Subject Property. The playhouse measures 9 feet by 6 feet (54 square feet) and 8.5 feet in height. The playhouse is identified in Figure 3 earlier in this report and in the photo provided by the Applicants in Figure 5 below. An excerpt of the plat of survey identifying the location of the existing playhouse is provided below as Figure 6.



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 7 below represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year flood area.



Figure 7 - GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached zoning matrix highlights the existing lot and the improvement's compliance with the R-2 zoning district (Attachment A). Two variations are being requested: (1) Rear Yard Setback; and (2) Height of Buildings and Structures.

Rear Yard Setback. A variation is being requested to allow the playhouse to provide less than the minimum required rear yard setback from the north property line. The rear yard setback from the north property line to the playhouse is 2 feet, whereas a minimum of 3 feet is required, a variation of 1-foot (33.33%). A reduced setback of 3 feet is permitted for accessory structures that are located in the rear quarter of the lot depth and adjoining the rear quarter of the neighboring lot(s).

Structure Height. A variation is also being requested to allow the playhouse, which measures 8.5 feet in height, to exceed the maximum permitted height of 7 feet, a variation of 1.5 feet (21.43%). The Zoning Ordinance allows storage sheds, playhouses, walled enclosures for refuse containers and swimming pool equipment, or any similar structure to be 7 feet in height.

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. Rear yard setback of 2 feet from the north property line, whereas a minimum of 3 feet is required, a variation of 1-foot (33.33%) [Section 17.30.070 – Rear Yard Setback]; and

2. A playhouse that is 8.5 feet in height, whereas a maximum of 7 feet is permitted, a variation of 1.5 feet (21.43%) [Section 17.30.080 – Height of Buildings and Structures].

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 A

ZONING MATRIX

ADDRESS: 630 Sheridan Road

CASE NO: 21-08-V2

ZONING: R-2

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	25,200 SF	21,820.5 SF	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	115 FT	134.69 FT	N/A	N/A	OK
Min. Lot Depth	200 FT	162 FT	N/A	N/A	EXISTING NONCONFORMING
Max. Roofed Lot Coverage	5,455.12 SF (1)	3,167.01 SF	3,221.01 SF	54 SF	OK
Max. Gross Floor Area	6,814.13 SF (1)	N/A	0 FT	0 FT	OK
Max. Impermeable Lot Coverage	10,910.25 SF (1)	6,129.71 SF	6,183.71 SF	54 SF	OK
Min. Front Yard (Pine/South)	50 FT	51.15 FT	51.15 FT	0 FT	OK
Min. Corner (Front) Yard (Sheridan/East)	41.83 FT	49.68 FT	49.68 FT	0 FT	OK
Min. Side Yard (West)	12 FT	39.56 FT	16.83 (3) FT	(22.73) FT	OK
Min. Rear Yard (North)	24.3 FT	21.8 FT	21.8 FT	0 FT	EXISTING NONCONFORMING
Min. Rear Yard (North) for Accessory Building	3 FT	N/A	2 FT (3)	N/A	1 FT (33.33%) VARIATION

NOTES:

(1) Based on lot area of 21,820.5 s.f.

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

(3) Setback to existing playhouse.

(4) A variation is requested to allow a playhouse that is 8.5 ft. in height, whereas a maximum of 7 ft. is permitted.

ATTACHMENT B

Stormwater Volume Requirements for Development Sites

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.)	<i>Applies to 630 Sheridan Road</i> <i>Based upon preliminary review of information to date, it appears that 630 Sheridan Road <u>would not</u> have to provide additional storm water detention volume. However, a final determination will be made by Village Engineering staff.</i>

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 21-08-V2

Property Information

Site Address: 630 Sheridan Road, Winnetka, IL 60093

Owner Information

Name: Steve and Marie Sullivan

Address: 630 Sheridan Road

City, State, ZIP: Winnetka, IL 60093

Email:

Primary Contact: Marie

Phone No.

Date property acquired by owner: 06/12/2012

Architect Information

Name: N/A

Primary Contact:

Address:

City, State, ZIP:

Phone No.

Email:

Attorney Information

Name: Bryan R. Sullivan

Primary Contact: Bryan R. Sullivan

Address: 711 Shermer Road

City, State, Zip: Glenview, IL 60025

Phone No. (847) 724-1375

Email: bryan@brsullivanlaw.com

Nature of any restrictions on property: None

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

Variations to permit existing playhouse to (1) be located approximately 2'3" from north property line (vs. 3'0"), and (2) be approximately 8'6" high (vs. 7'0")

Property Owner Signature:

Date:

EXPLANATION FOR REQUESTED VARIANCES FOR PLAYHOUSE AT 630 SHERIDAN ROAD

First, I readily admit that I put my brother and sister-in-law in this difficult situation. They wanted to recreate their childhood experiences by providing a playhouse for their two young sons, fit to spark their imaginations. They searched high and low and found plans for a playhouse that had an almost fairy tale quality. It is now located in their backyard. I am a builder and lawyer, and should have recognized the need to check with the Village before sending carpenters to assemble the playhouse. Had I done so, my brother and sister-in-law may have dropped the project or nonetheless proceeded to ask for variances before construction.

Second, following our surprise to hear of the problem from one of the Village's employees, Village staff have been thoroughly considerate in helping us through this process, especially in streamlining the information to present in support of the application.

In order to bring the playhouse into compliance, we would need to move it about 9" south to provide the requisite 3'0" distance from the north line. More importantly, we would need to cut off the top of the playhouse, just above the door, reframe to a flat roof or a shed roof sloping to the back, and abandon a shake roof in favor of molded rubber roofing material required for a flat or nearly flat roof. Moving the playhouse, while difficult, would not produce any undue detriment. Changing the roof would rob the playhouse of its cottage-like appeal, converting a charming little "house" into something more fit to store excess contents from the garage.

You list 8 standards which govern the Board's evaluation of a zoning variance request. Enforcing the existing rules will not affect the property's value (standard 1). Our plight is not due to unique circumstances (standard 2). However, granting the requested variances will not create any of the problems set forth in the remaining 6 standards. The essential character of the locality will not be altered (standard 3). Adequate light and air to adjacent properties will not be impaired (standard 4). Hazard from fire and other damages will not be increased (standard 5). The taxable value of the land and buildings throughout the Village will not diminish (standard 6). Street congestion will not increase (standard 7). Finally, public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired (standard 8).

We ask the Board to consider whether the height of the playhouse poses the kind of problem sought to be avoided by the Village's height restrictions. We believe it does not. The playhouse is located in the northwest corner of the backyard, out of the public view except for that of an unnamed complainant peering through the foliage and evergreens bordering the property. It is diminutive in its setting, nestled in the shadow of a towering Norway Spruce, a majestic tree standing approximately 70' high. Nearby shrubs and evergreens conceal the playhouse from the views of adjacent neighbors. Photos presented with the application confirm the visual appeal of the playhouse, including its diminished height in relation to the neighboring Norway Spruce.

Based on the foregoing, we respectfully request that the Board grant the variances.

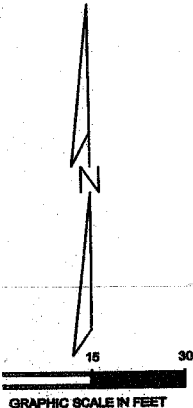
CERTIFIED SURVEY, INC.

1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

Email : surveys@certifiedsurvey.com

PLAT OF SURVEY

LOT 4 (EXCEPT THE NORTHERLY 123.175 FEET AS MEASURED ON THE EASTERLY AND WESTERLY LINES THEREOF) OF LOT 4, IN W. H. GARLAND'S SUBDIVISION OF BLOCK 63 IN LAKEVIEW SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 16, AND THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Approx. location of 9x6 playhouse
approx. 2'0" from PL
approx. 4'5" from fence
height of playhouse grade to peak ~ 8'5"

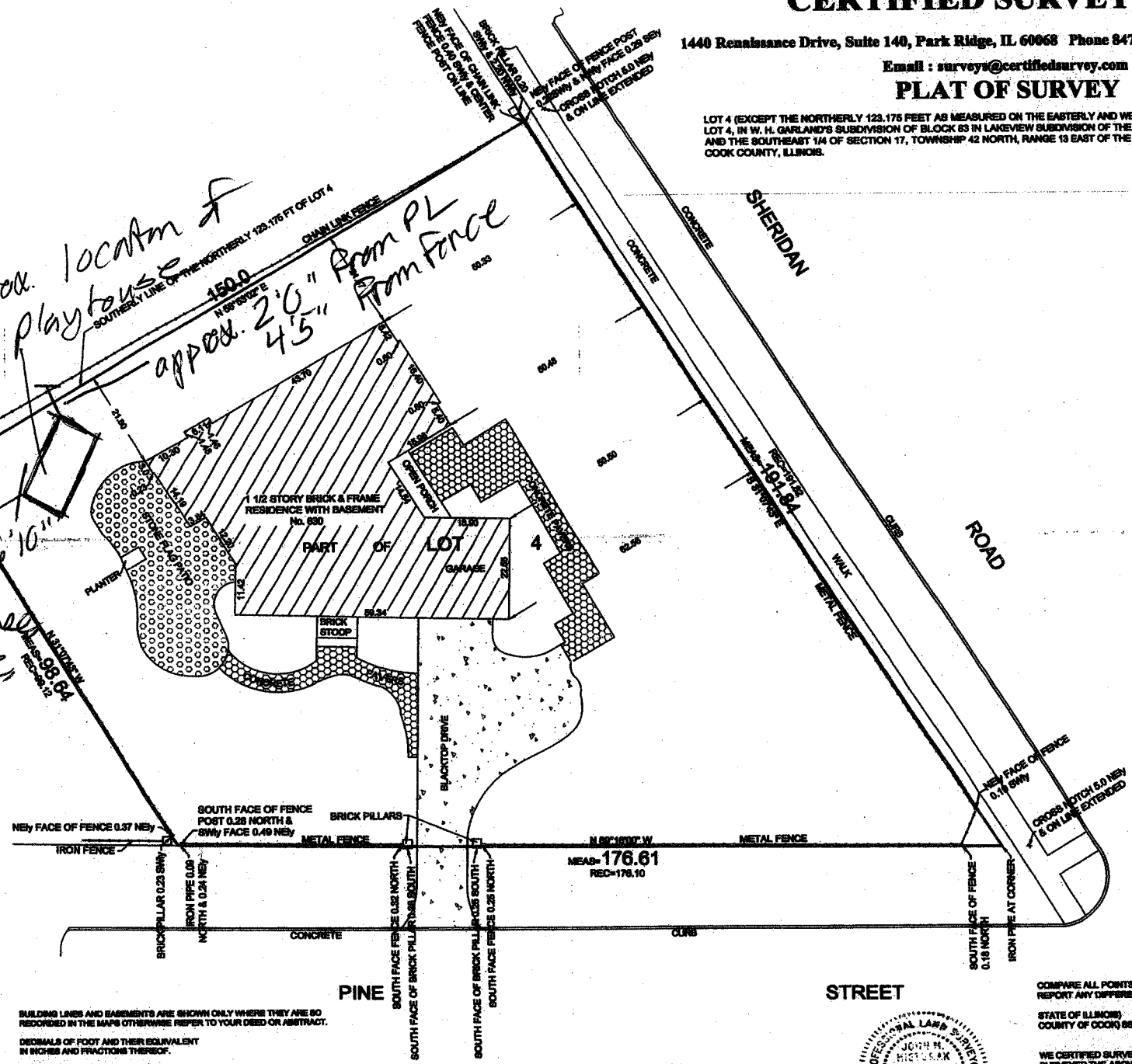
DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING

ORDER No. 140262 (Y)
DATE: SEPTEMBER 26, 2014
ORDERED BY: BRYAN SULLIVAN

BUILDING LINES AND BASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS OTHERWISE REFER TO YOUR DEED OR ABSTRACT.

DECIMALS OF FOOT AND THEIR EQUIVALENT IN INCHES AND FRACTIONS THEREOF.

.01=1/32"	.07=7/32"	.50=6"
.02=1/16"	.08=1"	.55=7"
.03=3/32"	.17=1/2"	.60=7 1/2"
.04=1/8"	.25=3/4"	.65=8"
.05=5/32"	.33=1"	.70=8 1/2"
.06=3/16"	.42=1 1/4"	.75=9"
		.80=9 1/2"
		.85=9 1/2"
		.90=10"
		.95=10 1/2"
		1.0=11"
		1.0=12"



STREET



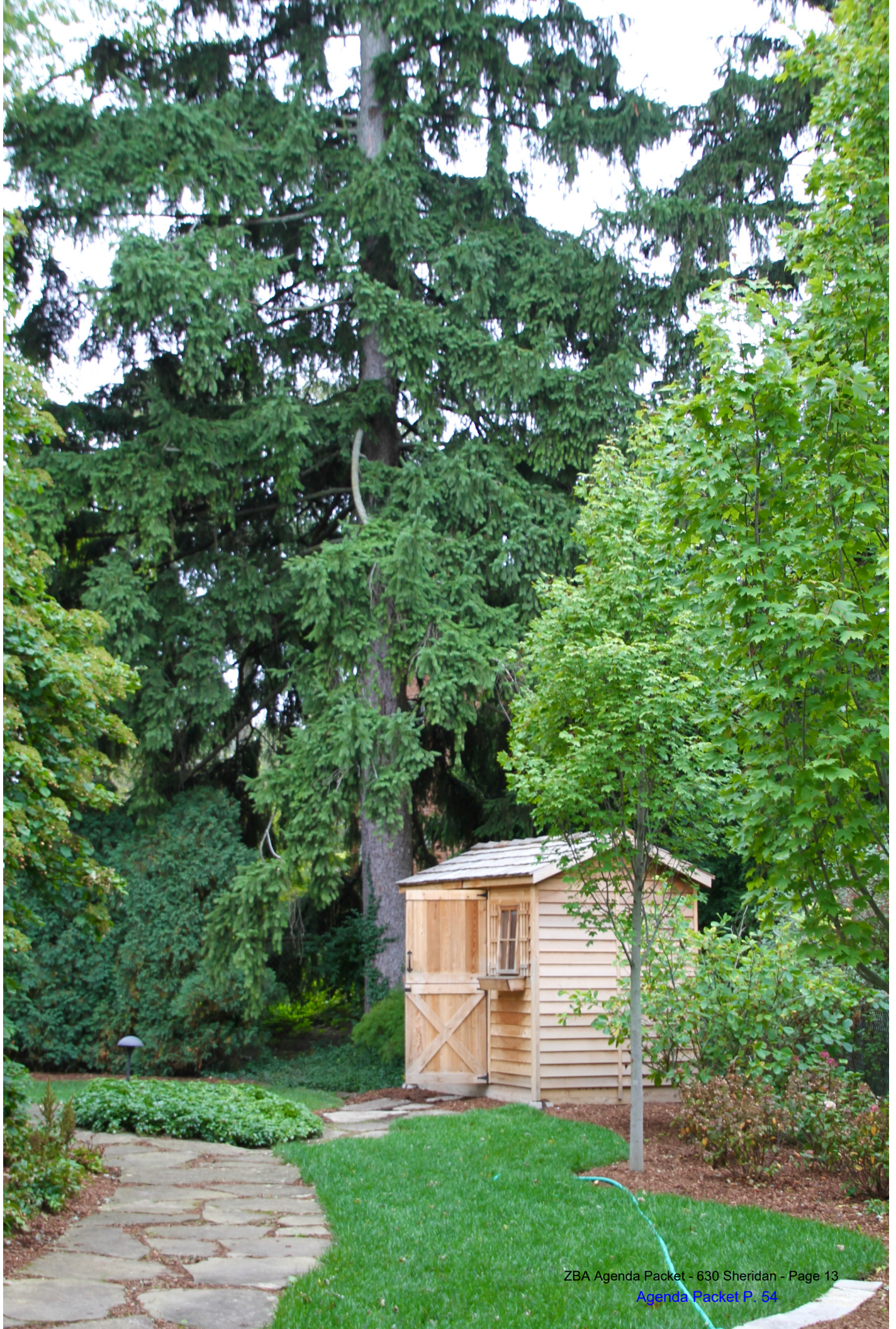
COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.

STATE OF ILLINOIS THIS PROFESSIONAL SURVEY CONFORMS TO THE CURRENT ILLINOIS SURVEYING STANDARDS COUNTY OF COOK 66. FOR A BOUNDARY SURVEY.

WE CERTIFIED SURVEY, INC DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

[Signature]
PROFESSIONAL ILLINOIS LAND SURVEYOR
LICENSE EXPIRES NOVEMBER 30, 2014







ATTACHMENT 3

Minutes adopted 04.12.2021

WINNETKA ZONING BOARD OF APPEALS EXCERPT OF MARCH 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

Case No. 21-08-V2: 630 Sheridan Road: An application submitted by Steve and Marie Sullivan seeking approval of zoning variations to allow the existing playhouse at 630 Sheridan Road. The requested zoning variations would permit the existing playhouse to (a) provide less than the minimum required rear yard setback from the north property line; and (b) exceed the maximum permitted height. The Village Council has final jurisdiction on this request.

Ms. Klaassen described the request in relation to the rear yard setback and north property line. She identified the property location and zoning classification and described how the existing lot is legal nonconforming. Ms. Klaassen stated a complaint relating to the playhouse was received in December 2019 and it was determined that the playhouse was constructed without a permit and did not comply with zoning regulations. She stated after discussion with the applicant, the applicant submitted an application for variations to allow the existing playhouse to remain. Ms. Klaassen identified the playhouse height, setbacks and photos. She also identified structures which are allowed to have a 7 foot maximum height. Ms. Klaassen noted no communication has been received relating to the request and no members of the public are at the Village Hall to comment. She stated after public comment and the Board's deliberation, the Board may make a motion as identified on page nos. 5-6 of the staff report, and she asked if there were any questions.

Chairman Bradley asked if there were any questions of staff. Mr. Weigandt referred to the issue and complaint dating to 2019 and Ms. Klaassen confirmed they received a phone call. Chairman Bradley asked why playhouses are included with other allowed accessory structures. Ms. Klaassen stated sheds were meant for storage and noted the subject playhouse is a custom structure as opposed to a playhouse that can be purchased from a store. Ms. Hanley asked if certain swing sets are allowed and Ms. Klaassen confirmed some are allowed to encroach the rear yard although certain setbacks need to be adhered to. She noted height would not be an issue with a swing set. Ms. Handler referred to the history behind the complaint. Ms. Klaassen confirmed there has been periodic communication since 2019 relating to addressing compliance. Ms. Hanley asked if a playhouse defined as a specific structure that has to meet the height requirement and Ms. Klaassen confirmed that is correct noting there is no definition of playhouse in the ordinance.

1 Mr. Norkus allowed the applicant into the meeting. Chairman Bradley swore in those speaking to this
2 matter. Bryan Sullivan stated he is representing Steve and Marie Sullivan. Mr. Sullivan stated he arranged
3 for the playhouse construction without first checking with the Village and being aware of the ordinance.
4 He described how they measured the setback and confirmed the height is clearly in violation. Mr. Sullivan
5 noted the playhouse was built in late 2019 and the applicants considered moving in 2020 and to remove
6 the playhouse. He noted the playhouse door height was near the 7 foot height limit and reducing its height
7 would result in a stunted flat roofed structure which is when they decided to ask for a variance. Mr.
8 Sullivan stated the playhouse represented no visual concern and the applicants wanted a play area for the
9 children to play independently in the yard. He added it is not a permanent structure and described how
10 its view is obscured from the street. Mr. Sullivan concluded it did not violate the spirit of the ordinance.

11
12 Chairman Bradley asked if the playhouse is on a concrete slab and how difficult would it be to move it.
13 Mr. Sullivan described how the base was constructed and he would find out from his construction crew if
14 it can be moved. He stated it was intentionally built at 4.5 feet from the fence. Chairman Bradley asked if
15 there was communication with surrounding neighbors before construction. Mr. Sullivan responded there
16 was not. Ms. Handler asked Mr. Sullivan if they considered reducing the height from the bottom which
17 would not affect its appearance. Mr. Sullivan responded that is not possible since is not prefab.

18
19 Mr. Norkus allowed members of the public into the meeting to comment. Chairman Bradley swore in
20 those speaking to this matter. Andrew Evans, 615 Cedar, commented the playhouse is tasteful and they
21 are the only ones who can visually see it. He stated he is disturbed by an anonymous complaint made by
22 someone who can hardly see it and he hoped it could remain. Linda Pedian, 595 Cedar, asked the Board
23 to consider an exception and for an approval recommendation for the playhouse on the triangularly
24 shaped property. She referred to the stay-at-home order requiring children to remain at home and
25 described how the attractive and custom playhouse is appropriately sited on the lot. Ms. Pedian
26 commented an exception for this request compared to other exceptions granted by the Village is
27 appropriate and she would support the request which would not diminish views from homes to the north
28 or west. David Murdoch, 649 Pine Street, confirmed they heard no construction noise and the playhouse
29 is fine with him. Mr. Norkus confirmed there is no additional public comment.

30
31 Chairman Bradley confirmed public comment is closed and the Board would now deliberate. Mr.
32 Weigandt stated he would be in support of leaving it as is and referred to the setback being a technicality
33 with minimum visual impact. Mr. Nielsen referred to the angled fence, the inability to move it and the
34 anonymous neighbor complaint and stated he would also be in support. Ms. Handler stated it did not
35 meet the criteria for granting an exception with the Board considering a similar case which was denied.
36 She also referred to other types of compliant playhouses and her concern related to height which would
37 set a bad precedent. Ms. Hanley stated she is strongly opposed to this part of the ordinance and described
38 the request as a prime example of why the ordinance needed to be changed. She referred to playhouses
39 not being included in the ordinance as an accessory structure. Ms. Hanley added the height is 8.5 feet due
40 to its peak and referred to swing sets which measure 9-10 feet.

41
42 Ms. Klaassen referred to Section 17.030.080 and the height of accessory structures. Ms. Hanley then
43 stated she found it difficult to use the standards to find in favor of a height variation. Chairman Bradley
44 agreed he is also frustrated with these types of cases and there is no way the playhouse would satisfy the
45 standards. He stated he is also concerned with creating precedent and compared it against the criteria for
46 pool house height limitations. Chairman Bradley then referred to the number of cases where applicants
47 perform work and then ask for forgiveness and noted the applicants did comply with permit processes
48 with their other renovations. He also referred to the adjacent neighbor not having a problem with the

1 request. Ms. Hanley suggested the applicants request an ordinance amendment noting she would vote
2 against the request.

3
4 Mr. Schoon informed the Board they deal with these types of distinctions regularly with regard to the
5 difference between a swing set and playhouse and accessory structures. He also stated they have
6 discussed whether a code amendment should be done, and if the Board desired it can make a
7 recommendation for the issue to be studied. Ms. Handler stated the ceiling height limited functionality in
8 terms of the ability to live in it as a small home as opposed to using it for storage. She also stated how the
9 Village learned of the violation is irrelevant.

10
11 Chairman Bradley stated he would vote to recommend approval and it is impossible for it to meet the
12 standards and asked if a majority vote is needed. Mr. Schoon responded four Board Members needed to
13 vote to recommend approval. Ms. Hanley stated she would reluctantly vote to recommend approval
14 noting the request did not specifically meet the standards.

15
16 Chairman Bradley then asked for a motion to recommend approval as noted on page 5 of the agenda
17 materials. A motion was made by Mr. Weigandt and seconded by Mr. Nielsen. A vote was taken and the
18 motion passed, 4 to 1:

19 AYES: Bradley, Hanley, Nielsen, Weigandt

20 NAYS: Handler

21 ***
22

ATTACHMENT 4

Good Evening Chair Bradley, Ann, Brian, David and committee. It is nice to be with many of you after an absence elongated by the COVID-19 requirements of our governance style.

I live three doors from the Sullivan home at 630 Sheridan Road and I am speaking this evening as both a caring neighbor and a Winnetka resident, supportive of your volunteer dedication to our Village.

I am motivated to ask all of you to consider a Zoning exception for the Sullivan family's playhouse. It is situated in an almost invisible back corner location of their perplexing trapezoid-shaped corner lot. I am keenly aware of how difficult these Sheridan Road pie-shaped, two front yard, no back yard lots can be, having lived at 510 Sheridan Road for over 18 years; another of the triangle lots platted almost 100 years ago.

One of the gifts of the last year, has been the change in parenting and home enjoyment that is a natural result of the stay-at-home order issued one year ago this week. Neighborhood children who would normally be off at after school programs, soccer, violin and childcare, have been finding out what the absolute joys of home and neighborhood are.

The Sullivan playhouse is situated in the back, northwest corner of their unusual lot. It is built of natural cedar siding and roof material, and has been tucked beautifully

2.

into the natural large pine trees and landscaping of both the west and north neighbors.

It could be a plastic, yellow, red and blue Walmart playhouse, but instead, the Sullivans decided to build a top quality, organic materials playhouse that would blend into the landscape, while providing creative play for their children for longer than just their first 4-5 years at home.

In addition, if Mr. Sullivan were to join in their play, he could not fit comfortably in a shorter playhouse, a consideration for many families.

I Googled playhouses and swing sets and trampolines, and usually it is the Walmart and Playschool playhouses are 84" tall or shorter. Playhouses designed for children over 6 years of age are, by nature, taller.

Trampoline frames are 10-11 feet high and many swing sets are also 8ft or more. Even those wonderful forts, ladders and slide play sets are 8ft or more in height.

Reflecting on this small 6 x 9ft playhouse compared to the many other Zoning variations I have witnessed in Winnetka, whether the Fell site Public Use Development height exception , approved to help the developer finance the project, or the many mud rooms and FAR exceptions I have supported, this exception seems like the 'right thing to do' for our neighborhoods.

It does not block views, block sunlight, change water runoff during a 100-year rain event or cause an eye sore.

It is, simply, a place for children, ages 3-10 to play creatively at home, perhaps with a parent.

I support this non-conforming exception, knowing that this will cause no harm to neighbors. Thank you.

Linda Pedian

595 Cedar Street



From: [REDACTED]
To: [Ann Klaassen](#)
Subject: A warm Thank you to the Zoning Board of Appeals
Date: Tuesday, March 9, 2021 7:47:33 AM
Attachments: [630 Sheridan Road.docx](#)

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 Ann,

I did not want to let the moment pass today, one year since our country changed forever, without thanking the entire Zoning Board of Appeals for their time and thoughtful deliberation of their responsibilities last night.

In particular, I would like to thank them for "seeing the forest through the trees" of deliberating over a custom built, organically designed child's playhouse when there are so many other pressing issues we all face.

I am pleased that your team will look to adjust the ordinance/s to make better sense of contemporary, quality children's outdoor play equipment and bring the guidelines in line with what makes sense.

I have attached my comments in case they help to spark additional thought.

Thank you to you and Brian and David for your continued hard work for Winnetka.

All the Best for a happier Spring 2021.

Linda Pedian

595 Cedar Street



Agenda Item Executive Summary

Title: Ordinance No. MC-3-2021: Sign Code Amendment - Illuminated Signs (Introduction)

Presenter: David Schoon, Community Development Director

Agenda Date: 04/20/21

Consent: ☐ YES ☒ NO

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

Item History:

11-19-19 - In response to a request by the owner of Beat Street Toys & Gifts, the Village Council requested that the Design Review Board provide its initial thoughts regarding allowing businesses to have internally illuminated signs.

2-4-2020 - Council reviewed the DRB's initial recommendations regarding allowing internally illuminated signs and directed the DRB to further study the issue.

Executive Summary:

On April 20, 2021 the Village Council is scheduled to consider Ordinance No. MC-3-2021, An Ordinance Amending Chapter 15.60 of the Winnetka Village Code Concerning Externally-Illuminated Signs. The Design Review Board (DRB) has further studied the issue of allowing internally illuminated signs as requested by the Village Council, and the Board has provided a recommendation as described below.

On December 17, 2020 the DRB held a study session to consider amendments to the Sign Code to allow internally illuminated signs. At the study session, staff reviewed different approaches other communities have taken to allow different types of internally illuminated signs and approaches the Board may wish to recommend to the Village Council. After reviewing and discussing the materials presented by staff, the Board directed staff to come back to a future meeting with a proposal focused on clarifying that the Sign Code allows backlit (halo) signs as a type of externally illuminated sign. At the conclusion of that meeting, the Board was not interested allowing other illuminated signs. (See Attachment 2.)

At is February 18, 2021 meeting the DRB continued its discussion of potential amendments to the Sign Code regarding internally illuminated signs. As requested by the Board, staff presented text amendment language to allow backlit (halo) signs as a type of externally illuminated sign. Also, given the original request came from the Beat Street Toys business owner wanting to keep their existing neon-like (exposed bulb) "open" sign, staff provided draft text amendment language that would allow such a sign, should the Board wish to recommend allowing such signs. (See Attachment 2). At the February meeting, one member of the public spoke expressing concerns regarding internally illuminated signs, in particular "Open" signs, and an email was read into the record from the owner of Beat Street Toys in support of allowing internally illuminated "Open" signs.

Executive Summary (continued):

After discussing the item, the Board unanimously recommended that the Village Council amend the Sign Code to clarify that backlit (halo) signs are an allowed type of illuminated sign. However, a motion to recommend that the Village Council amend the Sign Code to allow internally illuminated “open” signs failed by a vote of 1-4. While the Board found that backlit signs were in keeping with the design character of the community, a majority of the Board did not find the same regarding internally illuminated "open" signs. Attachment 2 includes minutes from both DRB meetings.

Recommendation:

Consider introduction of Ordinance No. MC-3-2021, which would amend the Village's Sign Code to clarify that backlit (halo) signs are an allowed type of externally illuminated sign.

Attachments:

Attachment 1: Ordinance No. MC-3-2021

Attachment 2: December 17, 2020, and February 18, 2021, Design Review Staff Reports & Minutes

ORDINANCE NO. MC-03-2021

AN ORDINANCE AMENDING CHAPTER 15.60 OF THE WINNETKA VILLAGE CODE CONCERNING EXTERNALLY-ILLUMINATED SIGNS

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Chapter 15.60 of the Winnetka Village Code, as amended ("***Village Code***"), regulates the erection, enlargement, expansion, alteration, operation, maintenance, relocation, and removal of all signs within the Village that are visible from any street, sidewalk, or public or private common space; and

WHEREAS, Section 15.60.050 of the Village Code defines the term "externally-illuminated sign" to mean a sign that is illuminated by directing a source of artificial light at the face of the sign ("***Externally-Illuminated Sign***"); and

WHEREAS, "backlit illumination", also known as "halo illumination", is a type of sign illumination in which signs fabricated from opaque materials are illuminated from within with light projected back onto the support surface to create a halo effect around the sign copy ("***Backlit Illumination***"); and

WHEREAS, on December 17, 2020 and February 18, 2021, the Design Review Board of the Village considered amendments to Village Code to clarify that signs illuminated by Backlit Illumination constitute Externally-Illuminated Signs ("***Recommended Proposed Amendments***"), and voted on February 18, 2021 to recommend that the Village Council adopt the Recommended Proposed Amendments; and

WHEREAS, at the December on December 17, 2020 and February 18, 2021, the Design Review Board also considered proposed amendments to the Village Code to allow neon or other types of neon-like exposed bulb signs displayed in a window intended to identify that a business is open for operation. ("***Non-Recommended Amendments***"), but voted to recommend that that the Village Council not adopt the Non-Recommended Amendments; and

WHEREAS, the Village Council has determined that adoption of the Proposed Amendments as set forth in this Ordinance is in the best interests of the Village;

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

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

MC-03-2021
{00119731.2}

April 20, 2021

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

SECTION 2: AMENDMENTS TO SECTION 15.60.050 OF THE VILLAGE CODE. Section 15.60.050, titled “Definitions,” of Chapter 15.60, titled “Signs,” of the Village Code shall be amended to read as follows:

“Section 15.60.050 Definitions.

- A. Terms Defined in Other Ordinances and Codes. Terms used in this chapter, but not otherwise defined, shall have meanings ascribed to them in the Zoning Ordinance, Building Code or this code.
- B. Definitions. For the purposes of this chapter, certain words and phrases are defined as follows:

* * *

“Backlit illumination” means a method of illumination by which the sign is illuminated from within and the light is projected back onto the support surface to create a halo effect around the sign copy. Such signs are usually fabricated from opaque materials which do not allow light to filter through the face or sides of the sign, and thus only illuminate the wall the sign is affixed to. “Backlit illumination” also is commonly referred to or known as “halo” illumination.

* * *

“Externally-illuminated sign” means a sign that is illuminated by directing a source of artificial light at the face of the sign or that is illuminated by backlit illumination.

* * *

SECTION 3: 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 4: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

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

AYES: _____

MC-03-2021
{00119731.2}

April 20, 2021

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

Attachment 1

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

MC-03-2021
{00119731.2}

April 20, 2021

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

Attachment 2
December 17, 2020, & February 18, 2021, Design Review Board
Staff Reports and Meeting Minutes Excerpts

Approved Winnetka Design Review Board/Sign Board of Appeals Minutes - EXCERPTS
December 17, 2020

Members Present:

Kirk Albinson, Chairman
Michael Klaskin
Maggie Meiners
Michael Ritter

Members Absent:

Brooke Kelly
Brad McLane
Paul Konstant

Village Staff:

David Schoon, Director of Community Development
Brian Norkus, Assistant Director of Community Development
Christopher Marx, Associate Planner

Call to Order:

Chairman Albinson called the meeting to order at 7:00 p.m.

Case No. 19-39-DR: Internally Illuminated Signs. Study Session to discuss potential amendment to the Sign Code to allow internally illuminated signs.

Mr. Schoon stated because of the pandemic, they have been focused on helping businesses and are now able to return to the illuminated sign code discussion. He stated the request began when they identified a few businesses with internally illuminated signs with one of those businesses subsequently asking the Village to consider an amendment. Mr. Schoon stated the Board then discussed various aspects of internally illuminated signs. He informed the Board he studied other area communities' sign regulations as well as other communities from across the country that The Lakota Group, the Comprehensive Plan consultant, had identified as comparable communities to Winnetka. Mr. Schoon stated he discovered that sign regulations vary greatly from community to community. He identified three general approaches to regulating internally illuminated signs: (1) allowing by variation, (2) allowing only internally illuminated cabinets signs provided the illuminated elements are limited to letters & logos, and (3) broadly allowing internally illuminated signs.

Mr. Schoon then described other communities' regulations regarding internally illuminated signs and referred to examples in the report. He also stated other broadly allowed internally illuminated signs would require a code amendment and design guidelines amendment. Mr. Schoon described an example of internally illuminated signage from Barrington. He noted another issue related to such signage related to mechanical elements to limit their visibility from the public view. Mr. Schoon then stated halo and backlit signage should be more clearly defined to clarify that that type of illumination is allowed, as it is currently interrupted to be allowed.

Mr. Schoon stated regarding neon signs, they can consider limiting its use such as in Highland Park (limited to only allowing "open" signs no larger than 54 square inches) or take a broader use as is done in Oak Park with neon lighting to be used as an accent. He stated they also discussed allowing electronic signs and that Oak Park defined two types, the first being an electronic display screen like a TV screen noting Oak Park did not allow electronic message signs, which are signs with changing lights to form the message. Mr. Schoon also identified the limitations on the use of such signs such as size, message limitations, light spillage, etc. He stated the design guidelines would have to be reviewed in terms of the approach they would like to take and described the types of internally illuminated signs they may choose to allow. Mr. Schoon then stated regarding neon signs, they previously specifically discussed whether to allow those and the Board should make a recommendation to the Village Council as to what would be good for the community. He then asked if there were any questions.

Chairman Albinson asked Mr. Schoon what the initial request was that prompted the conversation. Mr. Schoon responded it was due to Beat Street's request whether internally illuminated signs should be allowed. He added the recent amendment to allow cabinet display signs was amended by the council to only allow restaurants and food

Minutes approved by Design Review Board on February 18, 2021.

1 service establishments to have such signs. Chairman Albinson asked if the illuminated sign code apply to cabinet
2 signs and Mr. Schoon responded confirmed it could and currently, they are only allowed to be externally illuminated
3 which was specific in the recent adopted amendment.
4

5 Ms. Meiners stated her biggest concerns related to box and electronic signs which are not within the Village's
6 character and suggested they be brought to the Board as a variance request. She then commented in connection with
7 backlit illuminated signs, they are consistent with what is happening within the design and retail world. Chairman
8 Albinson agreed with Ms. Meiners' comment relating to box signs. He questioned how and where it would be applied
9 in the Village. Ms. Meiners referred to Beat Street's and Adelheid's "open" signs and suggested there be regulations
10 on them. She suggested offering backlit illuminated signage would be a good step for now with others requiring a
11 variation. Chairman Albinson commented the use of neon signs could be abused and suggested differentiating
12 between open signs versus the primary sign of the business. He also agreed with Ms. Meiners' suggestion and stated
13 they do not want to make a decision which would have a negative effect on the business districts although they need
14 to be progressive in terms of looking at the design standards. Chairman Albinson commented backlit pin letter
15 signage would be appropriate and is more modern and suggested allowing internally illuminated signs with a very
16 narrow definition. He also suggested they revisit the issue within 12-24 months after considering future requests
17 and feedback from the Village Council and community.
18

19 Mr. Ritter stated he would be against box signs and electronic signs and while neon signs would be appropriate in
20 some instances, the Winnetka business districts are not the appropriate location for them, and they are not
21 consistent with the Village's character. He then stated he would be fine with backlit letters or logos and they should
22 be restrictive in terms of the amount of illumination and its size. Mr. Ritter also suggested limiting the hours of use.
23 He added he did not see the need for the use of "Open" signs since most businesses have the similar operating hours.
24 Mr. Schoon noted the code allowed backlit signs and in connection with box signs, he referred to the Andy's Frozen
25 Custard and the Panera Bread signs and asked if they would not allow them. The Board Members agreed they would
26 not allow those. Ms. Meiners described locations which did not require box signs such as the gas station. She then
27 stated while they do not want to be restrictive in not allowing open signs, she suggested they review the signs on a
28 case-by-case basis.
29

30 Chairman Albinson asked regarding halo pin lit signs, those are allowed but have not been explicitly described in the
31 code. Mr. Schoon confirmed that is correct and referred to the Shade Store's and Core Power Yoga's halo lit sign
32 approvals. Halo signs have been interpreted to be a type of externally illuminated sign. Mr. Klaskin stated the
33 conversation arose due to Beat Street and he agreed with Mr. Ritter's comment relating to limiting hours.
34

35 Chairman Albinson suggested the Board simplify and categorize the various types of signs and then get feedback on
36 each category. Then determine the areas where there is general support for approving amendments to the sign
37 code. They need to be very prescriptive in terms of whether a specific type of sign is allowed. He noted they are
38 all not in favor of box signs. He then stated for illuminated open signs that are not relevant for the business name,
39 for those to be their own category.
40

41 Mr. Schoon asked if the Board is agreeing that backlit and open signage is preferred and for unlit cabinet signs to be
42 allowed. Chairman Albinson stated Mr. Schoon provided the Board with three different recommendations including
43 to review them as a variance, revert to what they have had before or to be open and see how it goes which is not
44 the direction they want to go. He then stated for any open illuminated signs which are relevant for the business
45 name, they would have their own category. Chairman Albinson stated once remarks and feedback are obtained,
46 they could have consensus in terms of the recommended direction.
47

48 Mr. Schoon referred to what was done in Barrington in connection with their guidelines. In that instance backlit and
49 externally illuminated signs were noted as preferred with cabinets signs being preferred similar to that at Panera
50 but not to Andy's Frozen Custard. Chairman Albinson confirmed them being open to see where it goes is not the
51 direction the Board would prefer. He stated technology has changed and suggested making recommendations on
52 things the Board feels are things they do recommend from a design standpoint which fit aesthetically within the
53 business districts and to provide comments in connection with other items where they are on the fence. Mr. Schoon

Attachment 2
December 17, 2020, & February 18, 2021, Design Review Board
Staff Reports and Meeting Minutes Excerpts

1 confirmed the Board is not interested in illuminated box signs and asked if everyone liked halo backlit signage with
2 pin mounted letters. The Board Members confirmed that is correct. Mr. Schoon then referred to signage with
3 individual channel letters where the face of the sign is illuminated. Chairman Albinson referred to backlit individual
4 pin mounted lettering left on all night which he described as a nuisance and suggested the hours be limited.

5
6 Mr. Ritter stated if they prefer backlit illuminated signage, why are they encouraging the use of other types of signs.
7 Ms. Meiners responded it would depend on the business. She suggested the best approach would be to consider
8 size and illumination with the alternative being to ask for a variance. Mr. Ritter suggested they codify backlit
9 individual lettering with other requests being considered by variation. Ms. Meiners agreed. Chairman Albinson
10 stated that alternative would open them up to many different suggestions and recommended they only consider
11 individual back panel lettering. He referred to applicants which have specific lit branding such as Sprint. Chairman
12 Albinson then stated the Board is in agreement in terms of halo pin mounted lettering but not to make a
13 recommendation to codify the Village ordinance to allow any other internally illuminated signage at this time. Mr.
14 Ritter added they also need to consider the appropriate amount of illumination.

15
16 Mr. Schoon stated the intent of the study session was to gauge the Board's comments on different approaches and
17 they would then notify those interested in this issue that the Board would discuss the issue at a future meeting. The
18 Board Members agreed with Mr. Schoon's suggestion. Mr. Schoon then stated a summary of tonight's meeting
19 would be provided to the Board at a future meeting and at that time they would make a formal recommendation to
20 the Village Council.

21
22 Chairman Albinson asked if there were any comments. No additional comments were made at this time.
23

Draft Winnetka Design Review Board/Sign Board of Appeals Meeting Minutes - EXCERPTS
February 18, 2021

Members Present:

Kirk Albinson, Chairman
Michael Klaskin
Brad McLane
Maggie Meiners
Michael Ritter

Members Absent:

Brooke Kelly
Paul Konstant

Village Staff:

David Schoon, Director of Community Development
Brian Norkus, Assistant Director of Community Development
Christopher Marx, Associate Planner

Case No. 19-39-DR: Internally Illuminated Signs. Discussion of proposed amendments to the sign regulations regarding internally illuminated signs.

Mr. Schoon stated at the December 2020 study session, the Board reviewed different approaches they could consider in terms of allowing internally illuminated signs and were provided with several examples as well as specific types of illuminated signs. He stated the Board then determined the only amendment they would support would include amending the code to clarify that backlit/halo signs would be allowed. Mr. Schoon stated the Village staff provided language for two amendments as shown on page nos. 2-4 of the agenda report noting the original request came from a business which wanted an "Open" neon sign. He stated the Board is being asked to make a recommendation to the Village Council to amend the code to allow backlit/halo signs and asked if there were any questions.

Mr. McLane stated he would be in support of backlit and halo signage as indicated in the proposed language. He added it would address the concerns raised by the applicant who requested they be allowed. Mr. Ritter stated he would be in favor of backlit signs but not "Open" signs which do not fit the community character and which may then end up proliferating the Village. He added most Village stores have similar hours of operation which did not create a need for them. Mr. Klaskin agreed with Mr. Ritter's comments and noted the request only came from one business owner. Ms. Meiners agreed with the comments made.

Chairman Albinson also agreed with the comments made and asked for a motion to approve the halo signage language.

Mr. Norkus first allowed members of the public into the meeting. Ms. Dason agreed with the Board's discussion relating to businesses being aware of the sign policy and not later asking for forgiveness as well as the requirement for applicants to be present at meetings. She questioned whether those types of "Open" signs in the Village are needed and added she is concerned with regard to the look. Mr. Marx read correspondence from Julie Windsor into the record in favor of the use of "Open" signs.

Chairman Albinson asked for a motion to approve backlit/halo signage as outlined in the memorandum. Mr. Ritter moved to approve the Village staff's proposed amendment language to the halo sign code. The motion was seconded. A vote was taken and the motion unanimously passed:

AYES: Albinson, Klaskin, McLane, Meiners, Ritter

NAYS: None

Chairman Albinson then asked for a motion to recommend the amendment to the Village code with regard to "Open" signs. Mr. Ritter seconded the motion. A vote was taken and the motion failed, 1 to 4:

AYES: McLane

NAYS: Albinson, Klaskin, Meiners, Ritter

From: [David Schoon](#)
To: [Julie Windsor](#)
Cc: [Christopher Marx](#)
Subject: RE: Design Review Board - Internally Illuminated Signs
Date: Monday, February 15, 2021 11:51:06 AM

Julie –

I will make sure to read your comments into the record.

You are also able to participate in the meeting two other ways.

- 1) **Telephone (audio only).** Call: 312-626-6799; when prompted enter the Webinar ID: 9974 785 5891
- 2) **In Person in Village Hall Council Chambers.** The meeting will be simulcast in Village Hall Council Chambers for members of the public who do not wish to view the virtual meeting from another location. One staff person will present in the Council Chambers with a laptop projecting the meeting on the large screens in the Council Chambers. You can participate in the meeting from the Council Chambers. When it is time for members of the public to speak, you will be able to go up to the laptop and speak to the Board members through the Zoom virtual platform.

As a reminder the meeting is **this Thursday starting at 6:00 p.m.**

David Schoon, Director

Village of Winnetka Community Development
847-716-3526

From: Julie Windsor <julie@gallerywear.com>
Sent: Friday, February 12, 2021 5:50 PM
To: David Schoon <DSchoon@winnetka.org>
Subject: Re: Design Review Board - Internally Illuminated Signs

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.

Hi David

I don't do zoom meetings- so I guess my option will not be available on this issue of light up signage in Winnetka!

With the current situation for retail the light up sign (open) helps to make it clear to customers that they can come in. I think not having them would hurt the small amount of business we are able to do in the store.

Let me know what your group decides to do-

Thanks
Julie Windsor
Beat Street

Sent from my iPhone

On Feb 12, 2021, at 4:56 PM, David Schoon <DSchoon@winnetka.org> wrote:

Good Afternoon Julie -

As I emailed you earlier in the week, at the Thursday, February 18 Design Review Board meeting, the Board is scheduled to continue its discussion regarding potential amendments to the Sign Code to allow internally illuminated signs.

The agenda and materials for this meeting can be found on this [link](#).

The meeting will be held virtually using the Zoom platform. The first page of the agenda include instructions regarding how to participate in the meeting.

If you have any questions, please let me know.

David Schoon, Director

Village of Winnetka Community Development
847-716-3526

From: David Schoon

Sent: Wednesday, February 10, 2021 2:51 PM

To: Julie Windsor <julie@gallerywear.com>

Subject: Design Review Board - Internally Illuminated Signs

Good Afternoon Julie –

I am writing to let you know that next Thursday, February 18 at 6:00 p.m., the Design Review Board is scheduled to continue its discussion regarding potential amendments to the code to allow internally illuminated signs. Discussion of the issue had been put on hold until recently due to the Village's response to the COVID-19 pandemic and the other issues that needed to be addressed during this time.

The meeting will be held using the Zoom virtual platform. The agenda and materials for the meeting will be posted on the Village's website by the end of the day on Friday. The agenda will contain instructions regarding how to attend the meeting. I will send you a link to the agenda once the materials are posted on Friday.

David Schoon, Director

Village of Winnetka – Community Development

dschoon@winnetka.org

847-716-3526

www.villageofwinnetka.org



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR
DATE: FEBRUARY 11, 2021
SUBJECT: SIGN CODE AMENDMENT - INTERNALLY ILLUMINATED SIGNS

INTRODUCTION

On February 18, 2021, the Design Review Board is scheduled to further consider proposed amendments to the sign regulations regarding internally illuminated signs.

At its December 17, 2020, meeting, the DRB held a study session to discuss this issue (see Attachment A2 for the materials from that meeting. Also a copy of the minutes from that meeting are in Board's February 18 packet for adoption). At that meeting, staff shared information regarding internally illuminated signs from area communities as well as other communities from across the country that The Lakota Group, the Comprehensive Plan consultant, had identified as comparable communities to Winnetka. Based upon this research, it was discovered that sign regulations vary greatly from community to community; however, communities' approaches to allowing internally illuminated signs can be summarized into the following three general categories:

1. Allow them by variation.
2. Allow them in a manner similar to how the Village used to allow them, which was to allow internally illuminated cabinet signs provided only the letter and logos of signs to be internally illuminated.
3. Broadly allow them with additional illumination standards and design guidelines.

Information was also reviewed regarding the following specific types of illuminated signs:

- "Traditional" internally illuminated signs of various types, including illuminated "box" signs, channel letters, and other common types which are currently not permitted in the Village;
- Backlit (halo) signs (which have been interpreted by staff as consistent with current sign regulations);
- Neon signs (or signs, such as LED signs, that look like neon signs) which are expressly prohibited under the current sign code;
- Electronic signs, such as electronic display screen signs or electronic message signs, which were not common when the sign code was last revised and which are currently not allowed.
- Gasoline station electronic fuel signs, a specific category of electronic signs which have become increasingly commonplace and which are currently not allowed.

After discussing the various types of "internally illuminated" signs, and the ways by which they could be allowed, the Board members discussed the issue. Board members expressed strong reservations regarding allowing electronic signs and internally illuminated box signs, finding that they were not in keeping with the character of the community. Board members had mixed reactions regarding neon or neon-like signs. In the end, Board members concluded that the Sign Code should be amended to clearly state that backlit (halo)

signs are allowed as Board members felt that such signs were in keeping with the character of the community. Also, Board members were still not convinced that it was necessary to allow internally illuminated open signs.

BACKLIT (HALO) SIGN CODE AMENDMENT

As requested by the Board, staff has prepared code amendments to clarify that backlit (halo) signs are allowed by the sign regulations.

The amendments would amend Section 15.060.040, Definitions, of the Sign Code. The first amendment would add a definition for “backlit illumination”.

“Backlit Illuminations” means a method of illumination by which the sign is illuminated from within and the light is projected back onto the support surface to create a halo effect around the sign copy. Such signs are fabricated from opaque materials which do not allow light to filter through the face or sides of the sign, and thus only illuminate the wall the sign is affixed to. Also commonly known as “halo” illumination.

The second amendment would add that a sign that is illuminated by backlit illumination is considered an externally illuminated sign.

“Externally illuminated sign” means a sign that is illuminated by directing a source of artificial light at the face of the sign **or that is illuminated by backlit illumination.**

As a reminder, illuminated signs must also meet the following illumination standards.

B. Illumination.

1. Location and Design of Light Source. The source of light for any externally illuminated sign shall be located, shielded and directed so as not to be directly visible from any dwelling or public street. No receptacle, device, fixture or housing for a light fixture shall project more than three inches into the right-of-way of any public street, sidewalk, parkway, alley or public place (except that such an electrical device more than eight feet above the adjoining sidewalk may project a maximum of twenty (20) inches into a public right-of-way).

2. Location of Externally Illuminated Signs on Building. No externally illuminated signs, whether displayed on a building or as a window sign, shall be displayed above the second floor window sill level of the building.

3. Externally Illuminated Signs Adjacent to Residential Zoning Districts. No externally illuminated sign shall be located within, or within one hundred (100) feet of the boundary of, any residential zoning district, if an illuminated face of such sign is parallel with or at an angle of less than forty-five (45) degrees from the residential zoning district boundary or otherwise has an adverse visual impact on adjacent residential properties; provided that, this restriction shall not apply if the property is in a multifamily zoning district and is not used for residential purposes.

4. Display Case Sign Light Source. The source of light for any externally illuminated display case sign shall be located, shielded and directed so as to direct the light to the contents of the display case sign only, and shall not be directly visible from any dwelling or public street.

Staff would not recommend any amendments to the illumination requirements at this time.

OPEN SIGNS

As the Board may remember, the original request for the Village to consider allowing internally illuminated signs came from a business wanting to keep their existing neon-like (exposed bulb) “open” sign. Given this, staff thought it would be important to once again review this issue.

As currently written, the Sign Code allows a business to install an “incidental sign”, which includes “open” signs without a permit. However, the sign cannot be internally illuminated and can be no more than one square foot in area.

As reported at the December 17 study session, very few communities have specific regulations regarding “open” signs. The City of Highland Park does have a specific regulation regarding the illumination of “open” signs, but it’s in relationship to when neon may be used. In fact, it is the only time the Highland Park Sign Code mentions neon.

“The use of exposed neon shall be permitted only as a window sign that is intended to identify that a business is open for operation. Such signs shall not exceed a sign area of 54 square inches (6” x 9”) in the downtown zoning districts.” (Highland Park)

If the Board is interested with making a recommendation to allow neon or other types of neon-like exposed bulb signs, staff would propose the following amendments:

Section 15.60.050 Definitions.

"Incidental sign" means a small sign, emblem or decal informing the public of goods, facilities or services available on the premises, such as a credit card sign, an open sign, or a sign indicating hours of business; provided, the cumulative area of such signs, excluding the area of an open sign, on any premise does not exceed one square foot.

“Open sign” is a type of incidental sign that is displayed in a window intended to identify that a business is open for operation. Such a sign shall not exceed one square foot in sign area and may be lighted by neon or neon-like exposed bulbs.

Section 15.60.060 Prohibited signs.

No person shall display any sign of the following prohibited types, or in the following prohibited locations:

B. Internally illuminated signs, except for “open” signs lighted by neon or neon-like exposed bulbs;

Section 15.60.080 Signs allowed without a permit.

The following signs shall be allowed without a permit; provided that the sign is not prohibited by Section 15.60.060 of this chapter and that it complies with Section 15.60.130 of this chapter.

I. Incidental signs that do not exceed one square foot in area, including “open” signs lighted by neon or neon-like exposed bulbs.

Section 15.60.200 Nonconforming signs.

B. Ordinary repair and maintenance may be made to any nonconforming sign except a sign that is prohibited by Section 15.60.060 of this chapter. For purposes of this provision, the rewiring or change of any electrical element of an internally illuminated sign or the replacement of any neon tubing shall

not be considered ordinary repair and maintenance, except the replacement of the neon tubing or neon-like exposed bulbs for an open sign.

SUMMARY

Given the Board's previous directions to staff during the Board's study session discussion at the December 17 meeting and the Board's further discussion at the February 18 meeting, is the Board ready to make a recommendation to the Village Council? If so, is the Board interested in recommending the following:

1. The Village Council amend the Village Sign Code to clearly state that backlit (halo) signs are an allowed type of externally illuminated sign?
2. In addition, the Village Council amend the Village Sign Code to allow "open" signs no larger than one square foot and lighted by neon or neon-like exposed bulbs.

ATTACHMENTS

Attachment A2: December 18, 2020 Design Review Committee Staff Report Regarding Internally Illuminated Signs



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR
DATE: DECEMBER 11, 2020
SUBJECT: SIGN CODE AMENDMENT - INTERNALLY ILLUMINATED SIGNS

INTRODUCTION

On December 17, 2020, the Design Review Board is scheduled hold a study session to further discuss amendments to the sign regulations to allow internally illuminated signs. The Board is considering such amendments in response to the owner of Beat Street Toys & Gifts on Lincoln Avenue requesting the Council consider allowing businesses to display internally illuminated signs. At the December 17 meeting, staff is looking for further guidance from the Board prior to presenting a specific set of amendments for the Board to consider.

PREVIOUS DESIGN REVIEW BOARD DISCUSSION

At the December 19, 2019, Design Review Board meeting, the Board considered the Council's request that the Board provide its initial thoughts regarding whether or not to amend the Village's sign regulations to allow internally illuminated signs (Attachment A1 – December 19, 2019 Minutes and Staff Report).

After hearing a presentation from staff and comments from the owner of Beat Street, of the five Design Review Board members present, all concurred that they would be open to allowing businesses to have internally illuminated signs. However, the Board added that the Village will need to give careful thought in terms of the appropriate regulations and design guidelines to ensure that internally illuminated signs of a quality design would be installed. In response to the Beat Street owners request to allow "Open" signs made of neon or other similar exposed bulbs, Board members had mixed reactions. Some members thought such signs, when appropriately designed, would be appropriate. Others did not, and other members thought such signs would not be necessary if a business was allowed to have an internally illuminated sign with its name and business logo.

COUNCIL REVIEW OF DRB'S INITIAL THOUGHTS

On February 4, 2020, the Village Council reviewed the DRB's initial thoughts regarding allowing internally illuminated signs. (Attachment B1 – February 4, 2020 Minutes and Staff Executive Summary). The Council asked the Board to prepare for the Council's consideration sign ordinance amendments that would allow internally illuminated signs.

To complete the preparation of a draft ordinance, staff would like further direction from the Board regarding a few items related to allowing internally illuminated signs. But before we discuss these issues, we want to remind you of the existing Code definitions regarding illumination. We should also note that the Village has received one written comment since the last time the Design Review Board discussed this issue (See Attachment C1).

CURRENT VILLAGE SIGN REGULATIONS AND GUIDELINES REGARDING ILLUMINATION OF SIGNS.

Attachment B included in Attachment A1, contains a copy of Chapter 15.60 - Signs of the Village Code. In the document, we have highlighted terms related to signs and their illumination (e.g. light, illumination, etc.). The Village sign regulations distinguish between externally illuminated signs and internally illuminated signs:

"Externally illuminated sign" means a sign that is illuminated by directing a source of artificial light at the face of the sign.

"Internally illuminated sign" means a sign that is illuminated by a source of artificial light that directs the light through one or more translucent surfaces of the sign from within or behind it, rather than at the face of the sign. Internally illuminated signs include neon signs and similar illuminated gaseous tube signs with exposed lighting components. (Section 15.60.050 Definitions)

Externally illuminated signs are allowed. Internally illuminated signs, as well as animated signs, are prohibited by the sign regulations. The definition of an animated sign is:

"Animated sign" means a sign that uses flashing or moving parts, bright color or light, or movement of any kind. Examples of such signs include pennants, banners, streamers, balloons, search lights, beacons and flashing lights.

A television screen or video monitor would be considered an animated sign.

Given the internally illuminated signs in question have been window signs, it is important to note that a window sign is defined as follows:

"Window sign" means a sign, picture, symbol, or combination, applied or attached to the exterior or interior of a window, or located within five feet of the interior side of a window and displayed so that it is visible from the exterior of the window. For purposes of this code, displayed merchandise or products shall not be considered a window sign. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.05)

If a "sign, picture, symbol, or combination" is located more than five feet from the interior side of a window, it is not considered a window sign by the Village's sign ordinance, and is not regulated by the Village's sign regulations. A business can visibly display an internally illuminated sign or an animated sign if either is more than five feet from the interior side of a window.

Attachment C included in Attachment A1 contains sign and awning design guidelines from the Village's Design Guidelines for the Village's Elm Street, Hubbard Woods, and Indian Hill districts. Staff has once again highlighted terms related to signs and their illumination (e.g. light, illumination, etc.). We have also highlighted terms related to recommended materials given internally illuminated signs require translucent materials.

POTENTIAL AMENDMENTS TO ALLOW INTERNALLY ILLUMINATED SIGNS FOR COMMERCIAL USES

To complete preparing amendments to the sign regulations, staff needs further input from the Board regarding how to allow internally illuminated signs for commercial uses (Sign Code – Section 15.60.120). Staff has reviewed sign lighting regulations and guidelines from (a) nearby communities, (b) communities the Comprehensive Plan consultant has identified as comparable communities, (c) communities highlighted for their sign regulations and sign design guidelines by the DePaul University Chaddick Institute – Municipal Design Review Network, and (d) a few other communities from across the country. Attachment D1

contains excerpts and snippets from what we reviewed, which we found may be most applicable to the task at hand.

When reviewing these communities' regulations and guidelines, we paid particular attention to internally illuminated signs, neon signs, and electronic signs. We provide you with the following ideas regarding how the Village could potentially amend the sign regulations to allow these types of signs.

Three Approaches to Allowing Internally Illuminated Commercial Signs

1. **Allow Internally Illuminated Signs by Variation.** Currently "internally illuminated signs" are prohibited signs. The Code does not allow variations of prohibited signs. We could amend the code to allow variations of the internally illuminated sign prohibition. The amendments would look something like the following
 - E. Notwithstanding the provisions of this section, the Sign Board shall not have the power to:
 1. Permit signs that are prohibited in Section 15.60.060, except the Sign Board may grant variations to allow internally illuminated signs;
 2. Waive permit requirements;
 3. Permit signs which violate the safety and maintenance provisions of Section 15.60.130 (Note: This section includes a subsection on Illumination);
 4. Vary the nonconforming sign provisions of Section 15.60.150 as applied to any given sign.

To grant a variation the Sign Board must find:

- C. Variations shall be permitted only if:
 1. They are in harmony with the general purpose and intent of this chapter; and
 2. The plight of the petitioner is due to unusual circumstances; and
 3. There are practical difficulties or particular hardship in the way of carrying out the strict requirements of this chapter; and
 4. The variation will not alter the essential character of the locality.

If we decide to take this approach to allow internally illuminated signs, this approach does not provide applicants with much guidance in terms of what the Board may approve. Also, if we wish to go this route, we may want to consider establishing a different set of variation standards.

2. **Revert to Previous Method of Allowing Internally Illuminated Signs.** The Village could revert to what the Village previously allowed as "internally illuminated signs", which allowed only the letter and logos of signs to be internally illuminated. If we did that, we would want to determine what structural types of signs would we allow to be internally illuminated (e.g. projecting, window, wall, or ground signs). The following are examples of allowing internally illuminated signs in such a manner.
 - a. If internally illuminated box signs are used, it is recommended the sign panels be opaque so that only the text is illuminated, not the background. (Deerfield Sign Design Guidelines)
 - b. If internally illuminated cabinet signs are used, their sign panels should be opaque so that when illuminated only the lettering, not the background, is illuminated. (Barrington Sign Design Guidelines. Note: internally illuminated wall cabinet signs are prohibited.)

- c. An internally illuminated sign may have no transparent surfaces and may display only letters, trademarks, or logos. (Northfield Sign Regulations)
3. **Broadly Allow Internally Illuminated Signs.** We could amend the Sign Code to allow internally illuminated signs more broadly for projecting, wall, windows, and ground signs. Internally illuminated commercial signs could be allowed with additional illumination standards and design guidelines.

Existing Sign Illumination Standards

The following are existing standards with some potential changes to the standards noted.

Section 15.60.130 General standards

B. Illumination.

1. Location and Design of Light Source. The source of light for any externally illuminated sign shall be located, shielded, and directed so as not to be directly visible from any dwelling or public street. No receptacle, device, fixture, or housing for a light fixture shall project more than three inches into the right-of-way of any public street, sidewalk, parkway, alley, or public place (except that such an electrical device more than eight feet above the adjoining sidewalk may project a maximum of twenty (20) inches into a public right-of-way).

2. Location of ~~Externally~~ Illuminated Signs on Building. No ~~externally~~ illuminated signs, whether displayed on a building or as a window sign, shall be displayed above the second-floor windowsill level of the building.

3. ~~Externally~~ Illuminated Signs Adjacent to Residential Zoning Districts. No ~~externally~~ illuminated sign shall be located within, or within one hundred (100) feet of the boundary of, any residential zoning district, if an illuminated face of such sign is parallel with or at an angle of less than forty-five (45) degrees from the residential zoning district boundary or otherwise has an adverse visual impact on adjacent residential properties; provided that, this restriction shall not apply if the property is in a multifamily zoning district and is not used for residential purposes.

4. Display Case Sign Light Source. The source of light for any externally illuminated display case sign shall be located, shielded, and directed so as to direct the light to the contents of the display case sign only, and shall not be directly visible from any dwelling or public street.

5. In no case may the lighting intensity of any sign, whether from internal illumination or external illumination, exceed seventy-five (75) foot candles when measured with a standard light meter perpendicular to the face of the sign at a distance equal to the narrowest dimension of the sign. (Wilmette)

6. No sign may be illuminated between the hours of twelve o'clock (12:00) a.m. and six o'clock (6:00) a.m. unless the activity displaying the sign is open for business during those hours. The Zoning Administrator is authorized to grant an exemption from this provision to provide for the security and safety of the use on the property. (Wilmette)

Potential Design Guideline Regulations

Sign Lighting

- a. Signs that are illuminated by an external source of light are encouraged.
- b. The use of backlit, individual letter signs (reverse channel letter signs) is encouraged.

- c. Internally illuminated cabinet signs tend to stand out and do not appear integrated with the building's façade. If internally illuminated cabinet signs are used, their sign panels should be opaque so that when illuminated only the lettering, not the background, is illuminated.
- d. Electrical transformer boxes and raceways should be concealed from public view. If a raceway cannot be mounted internally behind the finished exterior wall, the exposed raceway should be finished to match the background wall and should never extend beyond the area of the sign's lettering or graphics.
- e. All exposed conduit and junction boxes should be appropriately concealed from public view.
- f. Arrange any external lighting such that the light source is directed away from passersby, adjacent properties, and motorists. (Barrington Sign Design Guidelines with edits.)



Gooseneck lighting is encouraged.



SIGN



Backlit letter signs are encouraged.



Raceway does not extend beyond sign face.

Staff would like some feedback from the Commission regarding which of the three approaches would be the most appropriate for Winnetka.

Backlit (Halo) Signs

Whether or not the Village amends the Code to allow internally illuminated signs, it would be helpful to clarify the allowance of backlit (halo) signs. We could amend the code by adding a definition of backlit illumination and include backlit illumination in our definition of externally illuminated signs.

“Backlit Illumination” means a method of illumination which the sign is illuminated from within and light is projected back onto the support surface to create a halo effect around the sign copy. Also commonly known as “halo” illumination. (Naperville)

"Externally illuminated sign" means a sign that is illuminated by directing a source of artificial light at the face of the sign **or that is illuminated by backlit illumination.** (Amendment to Winnetka's existing definition.)

Neon Sign Regulations – Commercial signs

If the Commission is interested in allowing the use of neon signs (or signs, such as LED signs, that look like neon signs), we could amend the code to allow the limited use of such signs or to allow the use of them more broadly.

Limited Use

- F) *Exposed Neon.* The use of exposed neon shall be permitted only as a window sign that is intended to identify that a business is open for operation. Such signs shall not exceed a sign area of 54 square inches (6" x 9"). (Highland Park)

Broader Use

1. The use of neon lighting as an accent is permitted for projecting, window, and wall **commercial** signs, subject to the following (Oak Park Sign Regulations – Edited for Winnetka):
 - a. Neon lighting shall be used as an accent material on projecting and wall signs, such as for letters, logos and/or sign details. No projecting, window or wall sign may be entirely illuminated with neon.
 - b. Neon lighting on projecting and wall signs shall not be illuminated during the daylight hours. When lit, neon lighting must be continuously illuminated. Flashing neon is prohibited.
 - c. Neon lighting on projecting and wall signs shall not be combined with any reflective materials (e.g., mirrors, polished metal, highly glazed tiles, or other similar materials) that would cause glare and increase the spread of light.
2. Neon lighting to outline buildings or building elements, such as doors and windows, is prohibited.



Illustration of neon as a lighting accent for wall and projecting signs

Electronic Signs

Some Board members expressed an interest with allowing electronic signs. The following is an example from Oak Park.

ELECTRONIC SIGN: Signs whose alphabetic, pictographic, or symbolic informational content can be changed or altered on a fixed display screen composed of electrically illuminated segments. For the purposes of this Code, electronic signs within ground or wall signs are regulated as one (1) of the two (2) following types:

A. **Electronic Display Screen.** A sign, or portion of a sign, that displays an electronic image or video, which may or may not include text. This definition includes television screens, plasma screens, digital screens, flat screens, LED screens, video boards and holographic displays.

B. **Electronic Message Sign.** Any sign, or portion of a sign, that uses changing lights to form a sign message or messages in text form wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. "Time and Temperature Devices" are not considered electronic message signs.

7-7-16: ELECTRONIC SIGN CONSTRUCTION AND DESIGN STANDARDS – COMMERCIAL SIGNS:

Commercial signs are permitted to be electronic display screens. Commercial signs are prohibited from being electronic message signs. Electronic display screens must comply with the following:

1. Electronic display screens are limited to six (6) square feet.
2. Electronic display screens must be mounted such that the highest portion of the sign is no higher than seven (7) feet above grade and shall not cover prominent architectural features. Electronic display screens that are mounted on, in front of, or inside transparent window areas shall be included in the calculation of window sign area.
3. Electronic display screens are permitted as wall or window signs only.
 - a. When an electronic display screen is used as a window sign, the electronic display screen shall be included in the twenty-five percent (25%) window sign area maximum for permanent window signs. (This would need to be edited to reflect Winnetka's maximum window sign area limitation of 10%.)
 - b. When an electronic display screen is used as a wall sign, the electronic display screen shall be included in the maximum permitted amount of wall sign area.
4. Only one (1) electronic display screen is permitted per zoning lot.
5. No electronic display screen shall display messages or images of off-premises advertising.
6. Each message or image displayed on an electronic display screen must be static or depicted for a minimum of eight (8) seconds. Animation, streaming video, and images which move or give the appearance of movement are prohibited. No text message may blink, flash or mimic strobe-lighting effects.
7. No illumination from any electronic display screen may glare into any residential premises or interfere with the safe movement of motor vehicles on public thoroughfares.
8. No electronic display screens may have audio speakers or any audio component.
9. Electronic display screens must comply with the light trespass requirements of Section 7.7.9.D.2. (This section states – "No sign illumination shall exceed one (1) foot candle of illumination at the property line")

Staff should note that during the Village Council's discussion regarding the Sign Code text amendment to allow display case signs, a Village Trustee raised the idea of allowing such signs to be electronic display

screen signs. The other trustees had a very mixed reaction to the idea. In the end, the Code was not amended to allow display case signs to be electronic display screen signs.

Gasoline Stations Fuel Signs – Electronic Signs

More and more gas stations use electronic signs to display fuel prices. In the recent past, the BP station in Hubbard Woods inquired about such a sign. Currently such signs are not allowed in the Village. If the Board is not interested in allowing electronic signs in general, the Board may want to consider recommending that the Sign Code be amended to allow such signs.

SUMMARY

As previously noted, the Village Council has asked the Design Review Board to provide a recommendation regarding how the Village should allow businesses to have internally illuminated signs. Staff requests further direction from the Board regarding the approach to take to allow internally illuminated signs.

Staff suggests that the Board consider the following questions as it discusses the issues and provides guidance to staff:

1. Which approach should be taken to allowing internally illuminated signs? Only by variation? By how the Village previously allowed them? Or more broadly allow them?
2. As we consider allowing internally illuminated signs:
 - a. Should only certain structural types of signs (e.g., window signs, wall signs, free standing signs, projecting signs, awnings signs, etc.) be allowed to be internally illuminated?
 - b. Should only certain functional types of signs (e.g. business sign, changeable copy sign, directional sign, incidental sign, etc.) be allowed to be internally illuminated?
 - c. Should only certain types of internally illuminated signs be allowed (e. box signs, individual channel letter signs, neon signs, etc.)?
 - d. Should there be other limitations for internally illuminated signs (e.g., size of sign, height of sign on the building wall, level of illumination, time limitation on illumination, etc.).
3. Should neon signs be allowed? If so, for only specific purposes (e.g., “Open” signs) or more broadly? And if more broadly, in what manner?
4. Does the Board wish to continue to explore allowing electronic signs? If not for all commercial business, at least for gasoline service stations?

ATTACHMENTS

Attachment A1: December 19, 2019, DRB Minutes and Internally Illuminated Sign Staff Report

Attachment B1: February 4, 2020, Village Council Minutes and Staff Executive Summary

Attachment C1: Public Comments Received Since December 19, 2019 DRB Meeting

Attachment D1: Winnetka & Examples of Other Communities’ Code Language Regarding Illuminated Signs

**Winnetka Design Review Board/Sign Board of Appeals
December 19, 2019**

Members Present:

Kirk Albinson, Chairman
Brooke Kelly
Michael Klaskin
Brad McLane
Maggie Meiners

Members Absent:

Paul Konstant
Michael Ritter

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Senior Planner
Christopher Marx, Associate Planner

Case No. 19-39-DR: Internally Illuminated Signs. Discussion of potential amendments to sign regulations to allow internally illuminated signs.

Mr. Schoon informed the Board the Village Council had a meeting with a local business owner who asked for internally illuminated signage in the Village. He stated in the fall, they received two complaints regarding internally illuminated signs which he identified. Mr. Schoon stated the businesses were informed that the signs were not in compliance. He noted three of the businesses are now in compliance and two businesses still have their signs up. He stated the Village Council asked for the Board's initial input in terms of whether the Village should consider allowing internally illuminated signs and general parameters if they are allowed, such as what should be considered in allowing them.

Mr. Schoon stated the Board was provided with information in the packet with regard to current regulations for internally and externally illuminated signs. He noted externally illuminated signage is allowed and definitions are included in the materials. Mr. Schoon then stated when Beat Street approached the Village Council, the owner mentioned there are some businesses on Lincoln which have televisions near their front windows which would be a form of an illuminated (and animated) sign and given they are in the window, if they are within 5 feet of the window, it is considered a window sign and must comply with the Village's sign regulations. He indicated it is a fairly common definition for a window sign. He stated the signs shown to the Board are considered window signs.

Mr. Schoon then stated prior to 1988, the Village allowed internally illuminated cabinet signs provided the illuminated element was limited to the letters or logo and referred to an example. He stated after 1988, the Village decided to prohibit illuminated signs. Mr. Schoon then stated the Village has sign regulations and excerpts from the design guidelines in terms of the current regulations and stated if they do allow internally illuminated signs, the design guidelines should provide guidance to applicants in terms of what they are looking for from a design perspective. He reviewed examples of internally illuminated signs from Evanston which were included in the staff report materials. They included examples of box signs as well as individual channel letter signs either on the wall surface, a raceway, or a panel. The examples also included halo illuminated signs, which are different than internally illuminated signs and which are allowed in Winnetka. Mr. Schoon stated the Board was also provided with excerpts from other communities' sign regulations regarding internally illuminates signs.

Mr. Schoon then stated the Village Council has asked for the Board's input and initial feedback as to whether or not they should allow internally illuminated signs. If the Board is interested in allowing

1 internally illuminated signs, Mr. Schoon reviewed a list of questions from the staff report regarding what
2 types of signs should be allowed to be internally illuminated. Mr. Schoon then asked if there were any
3 questions.
4

5 Chairman Albinson asked if there was any comment from the audience.
6

7 Julie Windsor introduced herself as the owner of Beat Street, 552 Lincoln Avenue and a 20-year Village
8 resident. She stated she spoke with the Village Council regarding illuminated signs and noted she was
9 not looking to have the store name in lights but only a small sign identifying that the business was open.
10 Ms. Windsor stated the lighting inside the store is somewhat dull and people cannot tell if they are
11 open. She stated in order to save retail, they need to consider a small "Open" sign located above the
12 level of vehicles parking so customers will know she is open.
13

14 Ms. Windsor then stated in 2007 everyone started carrying and looking at lighted devices and all of a
15 sudden they are less sensitive to signs that are not lit and they did not realize their whole life would
16 change in that they are staring at lights all the time. She commented without lights, businesses do not
17 look like they are open and she is looking for a subtle sign indicating the business is open. Ms. Windsor
18 then referred to the number of retail stores being lost.
19

20 Mr. Klaskin asked if she wanted a logo sign or only a generic sign or if she would consider a sign with a
21 logo on it. Ms. Windsor responded she wanted a generic sign and she had a large internally illuminated
22 business sign in the hallway which is prohibited by the Village. Ms. Meiners asked Ms. Windsor if she
23 currently had an "Open" sign and Ms. Windsor responded she did and she wanted a larger sign for more
24 visibility located in the upper corner of the window.
25

26 Ms. Kelly commented it is difficult and there are a lot of stores with those types of signs when it is dark
27 inside the stores and asked Ms. Windsor if it would help. Ms. Windsor confirmed it would help and
28 referred to the number of customer comments indicating the store looked dark when they are in the
29 store. Chairman Albinson asked if there were any other comments. Ms. Windsor noted exit signs are
30 internally illuminated where they were not in the past. Mr. Klaskin indicated that may be a fire code
31 requirement and they cannot be seen from the outside.
32

33 Chairman Albinson asked if there were any other comments. He then stated in terms of ground rules for
34 the discussion, the Board would not be making a specific formal recommendation and are only being
35 asked to provide their initial thoughts. Mr. Schoon confirmed that is correct. Chairman Albinson also
36 stated the topic is internally illuminated signs as the focus for the Board and that meant signs with a
37 light source located internally. Mr. Schoon confirmed that is correct.
38

39 Mr. McLane stated it would be more helpful to have the sorting charts provided by Mr. Schoon and
40 questioned whether they wanted to look more like Kenilworth or Glencoe. He then stated while they
41 want to bring the commercial districts to life he preferred any form of lighting whether it is internal or
42 external. Mr. McLane stated it is very restrictive and commented Glencoe looks charming and he would
43 rather have that look compared to Kenilworth.
44

45 Chairman Albinson stated his reaction in term of the years he has been on the Board and the requests
46 he has seen, he liked internally illuminated signs when they are done properly such as the examples
47 shown to the Board. He also stated they can be much better than non-illuminated signs and his general
48 recommendation is that the Village should strongly consider a change in this regard noting it has to be

1 quality. Chairman Albinson stated they have to be careful not to make it a free-for-all and he did not like
2 the idea of lots of different signage in the window such as at a gas station. He suggested it be limited
3 and a proposed code limiting the signage to the business itself or its logo. Ms. Meiners referred to the
4 ice cream store which is vastly different and commented Beat Street's sign would be nice and in this
5 particular aesthetic, it would go with what they are doing. Chairman Albinson then stated if they do not
6 define what is allowed and suggested if there was an illuminated Beat Street's sign in the window, there
7 would not be a need for an "Open" sign.
8

9 Mr. Klaskin suggested the caveat be that the sign correlate to their brand. He then stated they cannot
10 place too many restrictions on a store's brand and agreed with Ms. Windsor's comment that retail is
11 suffering. Chairman Albinson stated with regard to the examples Mr. Schoon presented, it can get very
12 technical. He also stated his reaction is to keep the option open for internally illuminated signs but they
13 would be dependent on the quality of the decision and to ensure good taste. Chairman Albinson also
14 stated they have to make sure the outcome enhances the Village and the experience.
15

16 A woman in the audience stated the applicant is talking about a toy store. Chairman Albinson responded
17 the Board is not discussing a specific application but only general ideas relating to internally illuminated
18 signs. Ms. Meiners stated they have discussed making retail easier for businesses in Winnetka and it
19 would still have to be subject to the Board's approval. Mr. Klaskin agreed and added the Board can make
20 recommendations. Ms. Meiners then stated for turnover of the Board Members, they may not be
21 subject to the same opinions this Board has. Ms. Meiners suggested they allow certain illuminated signs
22 with others being subject to Board approval. Mr. Klaskin stated the Board has made concessions for
23 other sign applicants in the past.
24

25 Chairman Albinson stated there is a Village code, and then there are design guidelines which are not
26 hard and fast rules to be followed which may be one way to address the issue. He suggested they
27 forward their initial thought to be to allow internally illuminated signs but adopt the recommendations
28 as part of a guideline and not a hard Village code, which approach would allow fluidity to encourage
29 creativity. Mr. McLane stated he would like for the Village staff to write the code for internally
30 illuminated signs. Mr. Schoon noted the Council would appreciate some direction from the Board. Mr.
31 Klaskin stated there is no way to come up with a one size fits all solution. Mr. Schoon then stated if the
32 Board did not want the total front of the sign to be illuminated, then they would send that thought on to
33 the Village Council. Ms. Meiners stated internally lit signs would be fine and it would be easier to say
34 what is not allowed.
35

36 Chairman Albinson then asked the Board Members if anyone is opposed to internally illuminated signs in
37 order to forward initial thoughts to the Village Council. He also stated instead of the Board defining it, to
38 have the Village staff or a consultant advise them on how to craft it. Chairman Albinson then stated he
39 would like for it to be permissible by code but for the guidelines to provide the framework. Ms. Kelly
40 commented it is better for an applicant to ask for an exception as opposed to coming to the Board
41 saying they allow it since it is in the code. Chairman Albinson also suggested providing more creativity
42 and fluidity, to adopt it as part of the guidelines. Ms. Kelly referred to applicants who have done things
43 without approval. Chairman Albinson stated enforceability is not the Board's responsibility. Mr. Klaskin
44 suggested they allow internally illuminated signs subject to the Board's approval.
45

46 Chairman Albinson stated the issue also related to the broader Comprehensive Plan and President
47 Rintz's request that the Board look at everything they use and whether they should redo the design
48 guidelines and commented this should be part of it as well. He then stated the takeaway is that it should

1 definitely be explored for the Board to allow internally illuminated signs with there being a lot more
2 groundwork which needed to be covered. Ms. Kelly agreed they are all in favor of allowing internally
3 illuminated signs. Chairman Albinson also stated it would help improve the marketability of downtown
4 retail.

5
6 Mr. Schoon stated guidelines are guidelines and the enforceability of guidelines is more difficult than
7 code requirements. He then stated if the Board denied a request and it is challenged, that would be
8 difficult to defend if they have not consistently applied that guideline. Mr. Schoon stated if the Board
9 would never approve a sign similar to Andy's in Evanston, if there is some way to define that, it should
10 be done in the code. Chairman Albinson stated this is one of many other issues to come up during the
11 year where they are asked to re-evaluate all of the tools they use to do their jobs. Mr. Schoon
12 mentioned at the Village Council, there is other work which needed to be done with the sign regulations
13 and in going through the Comprehensive Plan process to get input as to what people feel about the
14 character of the community and then work on sign regulations and zoning ordinance regulations.

15
16 Chairman Albinson asked if there were any other comments. No additional comments were made at this
17 time. Chairman Albinson summarized the Board's discussion that the message should be sent to the
18 Village Council that the Board is open to consider allowing internally illuminated signs, and that in
19 considering to allow such signs, the Village will need to give careful thought in terms of the regulations
20 and design guidelines to ensure that internally illuminated signs be of an appropriate design.
21



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR
DATE: DECEMBER 12, 2019
SUBJECT: POTENTIAL CODE AMENDMENT - INTERNALLY ILLUMINATED SIGNS

INTRODUCTION

On December 19, 2019, the Design Review Board is scheduled to consider the Council's request that the Board provide its initial thoughts regarding whether or not to amend the Village's sign regulations to allow internally illuminated signs. At the November 19 Council meeting, the owner of Beat Streets Toys & Gifts on Lincoln Avenue requested that the Council consider allowing businesses to display internally illuminated signs.

BACKGROUND

This fall Village staff received complaints regarding internally illuminated window signs at the following Winnetka businesses:

1. 7/Eleven, 88 Green Bay Rd – "ATM" and Lottery window signs
2. Winnetka Cleaners, 86 Green Bay Rd – Image of Shirt and "Organic Cleaning" window signs
3. Winnetka BP, 1025 Tower Rd – Lottery window sign
4. Adelheidi's Ice Cream & Gelato, 552 Lincoln Ave – "Open" sign
5. Beat Street Toys & Gifts, 552 Lincoln Ave – "Open" sign

Photographs of the signs are included in Attachment A. Following receipt of the complaints, Village code enforcement staff contacted the owners of each business to explain the Village's prohibition on internally illuminated signs. Since then, the first three businesses have removed the internally illuminated signs from their windows.

When the owner of Beat Streets Toys & Gifts addressed the Council she also raised the issue of other businesses along Lincoln Avenue that have televisions in their windows, which she stated are a form of illuminated signs.

It should be noted until 1998, the Village did allow internally illuminated signs, subject to certain limitations. Prior to 1998, the Sign Code prohibited neon and similar "gaseous tube" signs, but allowed internally illuminated "cabinet" signs, provided that illuminated elements were limited to letters and/or logos (background areas of such signs were required to be opaque so as not illuminate the sign's background panel area).

CURRENT SIGN REGULATIONS REGARDING ILLUMINATION OF SIGNS

Attachment B contains a copy of Chapter 15.60 - Signs of the Village Code. In the document, we have highlighted terms related to signs and their illumination (e.g. light, illumination, etc.). The Village sign regulations distinguish between externally illuminated signs and internally illuminated signs:

"Externally illuminated sign" means a sign that is illuminated by directing a source of artificial light at the face of the sign.

"Internally illuminated sign" means a sign that is illuminated by a source of artificial light that directs the light through one or more translucent surfaces of the sign from within or behind it, rather than at the face of the sign. Internally illuminated signs include neon signs and similar illuminated gaseous tube signs with exposed lighting components. (Section 15.60.050 Definitions)

Externally illuminated signs are allowed. Internally illuminated signs, as well as animated signs, are prohibited by the sign regulations. The definition of an animated sign is:

"Animated sign" means a sign that uses flashing or moving parts, bright color or light, or movement of any kind. Examples of such signs include pennants, banners, streamers, balloons, search lights, beacons and flashing lights.

A television screen or video monitor would be considered an animated sign.

Given the internally illuminated signs in question have been windows signs, it is important to note that a window sign is defined as follows:

"Window sign" means a sign, picture, symbol, or combination, applied or attached to the exterior or interior of a window, or located within five feet of the interior side of a window and displayed so that it is visible from the exterior of the window. For purposes of this code, displayed merchandise or products shall not be considered a window sign. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.05)

If a "sign, picture, symbol, or combination" is located more than five feet from the interior side of a window, it is not considered a window sign by the Village's sign ordinance, and is not regulated by the Village's sign regulations. A business is able to visibly display an internally illuminated sign more five feet from the interior side of a window.

Attachment C contains sign and awning design guidelines from the Village's Design Guidelines for the Village's Elm Street, Hubbard Woods, and Indian Hill districts. Staff has once again highlighted terms related to signs and their illumination (e.g. light, illumination, etc.). We have also highlighted terms related to recommended materials given internally illuminated signs require translucent materials.

INTERNALLY ILLUMINATED SIGNS

As the Board considers the issue of allowing internally illuminated signs, staff has provided in Attachment D photographs of examples of illuminated signs. These photographs were taken in downtown Evanston. (It should be noted, given the challenges of taking pictures of lighted signs at night with an automatic camera, none of the signs are an exact representation of what the human eye captures. That's why in a couple of instance, there are two pictures of the same sign.)

As you can see in the examples there are different types of internally illuminated signs: (a) Neon signs or neon-like LED signs; (b) box signs; (b) individual letter channel signs either mounted on a panel, on a raceway, or directly on a wall. The attached internally illuminated sign examples are either window signs or walls signs, but they can come also come in the form of other structures, such as ground signs, projecting signs, and even awning signs.

We should also note that the photographs include a “halo” illuminated sign, which is a sign where the light is placed behind the back of an opaque sign to create a glow effect onto the wall or backing panel that the sign is mounted to. A halo illuminated sign is technically not an externally illuminated sign or an internally illuminated sign by definition; however, a few years ago, the Village made an interpretation that a halo illuminated sign is an allowed externally illuminated sign.

For your information, we have also provided Attachment E, which includes sign illumination standards excerpts from sign regulations from the adjacent communities of Glencoe, Kenilworth, and Northfield. And we also included similar information from Highland Park and Wilmette.

SUMMARY

As previously noted, The Design Review Board has been requested to provide initial thoughts regarding whether or not the Village should allow internally illuminated signs. And if the Board thinks the Village should consider allowing such signs, the Board may also wish to provide some initial thoughts regarding the types of internally illuminated signs the Village should allow. Staff suggests that the Board consider the following questions as it discusses the issues and prepares some thoughts regarding the issue:

1. Does the Board have sufficient information to provide some initial thoughts regarding the issue of whether or not to allow internally illuminated signs? If not what additional information would you like to receive?
2. Should the Village further study allowing internally illuminated signs? If so,
 - a. Should commercial uses only be allowed to display internally illuminated signs? Or should multi-family uses and institutional uses also be allowed to display internally illuminated signs?
 - b. Should only certain structural types of signs (e.g. window signs, wall signs, free standing signs, projecting signs, awnings signs, etc.) be allowed to be internally illuminated?
 - c. Should only certain functional types of signs (e.g. business sign, changeable copy sign, directional sign, incidental sign, etc.) be allowed to be internally illuminated?
 - d. Should only certain types of internally illuminated signs be allowed (e. box signs, individual channel letter signs, neon signs, etc.)?
 - e. Should there be other limitations for internally illuminated signs (e.g. size of sign, height of sign on the building wall, level of illumination, time limitation on illumination when adjacent to residential area, etc.).

At the December 19 meeting, staff will review the Council’s request with the Board and answer any questions you may have.

ATTACHMENTS

Attachment A: Internally Illuminated Signs – Recent Violations

Attachment B: Winnetka Sign Regulations

Attachment C: Winnetka Design Review Guidelines Excerpts Regarding Signage

Attachment D: Internally Illuminated Sign Examples

Attachment E: Sign Illumination Standards Excerpts from Nearby Communities

Attachment A

Internally Illuminated Sign Violations – Fall 2020



“ATM” and lottery signs observed at 7/Eleven, 88 Green Bay Rd. Winnetka, IL 60093, on 10/16/2019 at 4:00 PM.

Internally Illuminated Sign Violations – Fall 2020



Shirt graphic and “Organic Cleaning” signs observed at Winnetka Cleaners, 86 Green Bay Rd. Winnetka, IL 60093, on 10/16/2019 at 4:00 PM.

Internally Illuminated Sign Violations – Fall 2020



"Open" sign observed at Adelheidi's Organics, 552 Lincoln Ave. Winnetka, IL 60093, on 7/29/2019 at 3:45 PM.

Internally Illuminated Sign Violations – Fall 2020



"Open" sign observed at Beat Street, 552 Lincoln Ave. Winnetka, IL 60093, on 7/16/2019 at 11:06 AM.

Internally Illuminated Sign Violations – Fall 2020



Lottery sign observed at Winnetka BP, 1025 Tower Rd. Winnetka, IL 60093 on 10/10/2019 at 1:23 PM.

Chapter 15.60

SIGNS*

Sections:

- 15.60.010 Title.
- 15.60.020 Scope.
- 15.60.030 Intent.
- 15.60.040 Rules of construction.
- 15.60.050 Definitions.
- 15.60.060 Prohibited signs.
- 15.60.070 Exempt signs.
- 15.60.080 Signs allowed without a permit.
- 15.60.090 Permitted temporary signs.
- 15.60.100 Signs on residential properties.
- 15.60.110 Signs of religious, charitable, educational, and other specified organizations.
- 15.60.120 Commercial signs.
- 15.60.130 General standards.
- 15.60.140 Sign permit procedures.
- 15.60.150 Certificate of appropriateness.
- 15.60.160 Amendment to permit work.
- 15.60.170 Expiration and revival of permits.
- 15.60.180 Failure to complete work.
- 15.60.190 Review of existing permanent signs.
- 15.60.200 Nonconforming signs.
- 15.60.210 Unlawful display deemed nuisance.
- 15.60.220 Enforcement, penalties and revocation of permit.
- 15.60.230 Violation of regulations.
- 15.60.240 Appeals.
- 15.60.250 Variations.
- 15.60.260 Liability for damages.

Illumination references in the code are highlighted.

* Prior ordinance history: Ord. MC-192-97.

Section 15.60.010 Title.

This chapter shall be known, cited, and referred to as the Winnetka Sign Code.
(Ord. MC-209-98 § 2 (part), 1998: prior code § 27.01)

Section 15.60.020 Scope.

This chapter governs and controls the erection, enlargement, expansion, alteration, operation, maintenance, relocation, and removal of all signs within the Village that are visible from any street, sidewalk, or public or private common open space. This chapter relates to the location, type, materials and size of signs within the various zoning districts established by Title 17 of this code (the Winnetka Zoning Ordinance), and is in addition to the provisions of Title 15 of this code (the Winnetka Building Code) that apply to the location, construction, installation, operation, maintenance, and electrical wiring of signs and their sources of illumination. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.02)

Section 15.60.030 Intent.

This chapter is intended to reduce visual confusion; to restrict signs that overload the public's capacity to receive information or that distract attention, obstruct vision or otherwise increase the risk of accidents, personal injury or property damage; to enable the public to locate goods, services and facilities in the Village without difficulty or confusion; to encourage a high quality of development and excellence in the design of signs throughout the Village; and to promote the use of signs that are appropriate to the type of activity to which they pertain as well as expressive of the identity of the proprietors of the premises on which they are located. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.03)

Section 15.60.040 Rules of construction.

A. In the event any provision of this Sign Code is in conflict with any provision of the Building Code, or with applicable statutes, the provision imposing the stricter regulation, as determined by the Director, shall prevail unless otherwise provided by law.

B. Words used in the singular shall include the plural and words used in the plural shall include the singular. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.04)

Section 15.60.050 Definitions.

A. Terms Defined in Other Ordinances and Codes. Terms used in this chapter, but not otherwise defined, shall have meanings ascribed to them in the Zoning Ordinance, Building Code or this code.

B. Definitions. For the purposes of this chapter, certain words and phrases are defined as follows:

"Animated sign" means a sign that uses flashing or moving parts, bright color or **light**, or movement of any kind. Examples of such signs include pennants, banners, streamers, balloons, **search lights**, beacons and **flashing lights**.

"Area of an exposure" means the area of a building wall facing in one principal direction, including doors and windows contained in the wall; except that where a wall is irregular in plane, the area of an exposure shall be based on the area of a projection of the wall upon a plane parallel with the nearest adjacent street.

"Awning" means a structure attached to a building, typically made of tubular frame and covered with canvas, vinyl or similar soft material.

"Blade sign" means a projecting sign that is mounted perpendicular to the surface of a wall.

"Board" means the Winnetka Design Review Board.

"Building Code" means Title 15 of the Winnetka Village Code.

"Building marker" means a permanent sign indicating the name of a building, the date and other incidental information about its construction, and which is cut into a masonry surface or made of bronze or other permanent material.

"Building Officer" has the same meaning ascribed to it in the Building Code.

"Bulletin board" means a permanent sign that identifies an institution or organization on whose premises it is located and which contains greetings, announcements of events, hours, or similar messages which may consist of changeable letters.

"Business sign" means a sign that directs attention to a business or profession conducted, or to a commodity or service sold, offered, or manufactured, or to an entertainment offered, on the premises where the sign is located and which is limited in content to the name and generic description of the business or product.

"Changeable copy sign" means a sign other than a bulletin board, all or part of which uses characters, letters or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign, and not a changeable copy sign for purposes of this code.

"Civic event sign" means a temporary sign announcing an event of a religious, civic or philanthropic organization.

"Commercial message" means any sign wording, logo or other representation that, directly or indirectly, names, advertises or calls attention to a business, product, service or other commercial activity.

"Court yard" means an area of open space, other than a parking lot or loading area, that abuts a public street, is walled by buildings on three sides and is open to the public.

"Directional sign" means a sign limited to information and directions necessary for the safety or convenience of persons coming on the property, including signs marking entrances and exits, parking areas, one-way drives, pickup and delivery areas, and the like.

"Director" means the Director of Community Development or authorized representatives.

"Externally illuminated sign" means a sign that is illuminated by directing a source of artificial light at the face of the sign.

"Freestanding sign" means a sign attached to a completely self-supporting structure such as a pole or brace placed on, or anchored in or below the ground, and not attached to any building or similar structure.

"Garage sale" means a sale that is open to the general public and is conducted from or on property zoned or used for a single-family residence, for the purpose of disposing of personal property owned by one or more

persons residing in the single-family residence on the property and which was acquired in the normal course of living in or maintaining the residence, rather than for purpose of resale. **Attachment B**

"Incidental sign" means a small sign, emblem or decal informing the public of goods, facilities or services available on the premises, such as a credit card sign or a sign indicating hours of business; provided, the cumulative area of such signs on any premise does not exceed one square foot.

"Internally illuminated sign" means a sign that is illuminated by a source of artificial light that directs the light through one or more translucent surfaces of the sign from within or behind it, rather than at the face of the sign. Internally illuminated signs include neon signs and similar illuminated gaseous tube signs with exposed lighting components.

"Nameplate sign" means a nonelectric on-premises sign giving the name, address and/or occupation of an occupant or group of occupants of the building or premises on which the sign is located.

"Portable sign" means any sign designed to be moved easily and not permanently attached to a building, structure or the ground, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu board and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless the vehicle is used in the normal day-to-day operation of the business.

(Amended MC-7-2002 § 2, 08/06/02)

"Projecting sign" means a sign affixed to a building or wall in such a manner that its leading edge extends more than twelve (12) inches beyond the surface of the building or wall.

"Public street" means the area lying within the described limits of a dedicated right-of-way or thoroughfare for vehicular traffic (excluding an alley), whether or not so used.

"Sign" means any fixture, placard or structure that is readily visible from any street, sidewalk or public or private common open space and that uses any color, form, graphic, **illumination**, symbol or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public.

"Sign Board" means the Winnetka Sign Board of Appeals.

"Street exposure" means the exterior wall (including doors and windows) of a building having its frontage on a public street or a court yard. If a building is occupied by more than one person or entity, the street exposure for each portion of the building so occupied is the street exposure of the portion of the building wall included in the space occupied by such occupant.

"Temporary sign" means a sign that is not designed, constructed or intended for long-term use and that is not permanently mounted.

"Wall sign" means a sign that is attached substantially parallel to, but within twelve (12) inches of, a wall, or is erected and confined within the limits of an outside wall of any building or structure, is supported by such wall or building, displays only one sign surface and does not project above the highest point of a building with a flat roof, or above the eave line of a building with gable, hip, gambrel or mansard roof, or beyond the end of the building or street exposure.

Section 15.60.060 Prohibited signs.

No person shall display any sign of the following prohibited types, or in the following prohibited locations:

A. Animated signs and signs and displays consisting of **a string, cluster or series of lights**, except those permitted in connection with civic, patriotic or religious holidays in accordance with Section 15.60.090(A)(3);

B. Internally illuminated signs;

C. Translucent awnings and signs placed on translucent awnings;

D. Changeable copy signs, other than gasoline price signs erected at automobile service stations, incidental signs, portable menu board signs displayed in accordance with Section 15.60.080 J, and that portion of bulletin board signs erected in accordance with Section 15.60.110(A)(5) of this chapter;

E. Signs that are attached to the roof of any building, or that are located upon or above a roof, or above the eave line of a roof;

F. Signs painted directly on the wall of a building, fence, or similar structure;

G. (Repealed.)

H. Signs that advertise or direct attention to a business, commodity, service or entertainment conducted or offered for sale at a place other than the premises on which the sign is located. This prohibition shall not

apply to signs that are located inside a building and direct attention to noncommercial events or organizations;

I. Off-premises signs that advertise or direct attention to a garage sale;

J. Signs on or attached to any utility pole, street light or lamp post, or placed or displayed on a public street, sidewalk, alley or parkway, except (1) banners, portable menu board signs or portable sandwich board signs displayed in accordance with Section 15.60.080. J and (2) signs erected for orderly traffic control and other municipal or governmental purposes;

K. Any sign not specifically permitted by the provisions of this chapter is prohibited.
(Ord. MC-209-98 § 2 (part), 1998: prior code § 27.06; Ord. MC-7-2002 § 3, 08/06/02)

Section 15.60.070 Exempt signs.

Signs, flags and emblems of and on the premises of the United States, the state, the Village, and other municipal corporations and public bodies of the state shall be exempt from the regulations of this chapter. Murals and building decorations not an integral part of a sign are not considered signs for the purpose of this chapter.

(Ord. MC-209-98 § 2 (part), 1998: prior code § 27.07)

Section 15.60.080 Signs allowed without a permit.

The following signs shall be allowed without a permit; provided that the sign is not prohibited by Section 15.60.060 of this chapter and that it complies with Section 15.60.130 of this chapter.

A. Permitted, nonilluminated temporary signs, as provided in Section 15.60.090;

B. Permitted, nonilluminated signs on single and two-family dwellings, as provided in Section 15.60.100(A);

C. Permitted, nonilluminated signs of organizations, as provided in Section 15.60.110; provided, the area of any such sign does not exceed eight (8) square feet;

D. (Repealed.)

E. Memorial plaques, building markers, cornerstones, historical plaques and similar designations displayed for noncommercial purposes; provided that, the area of any such signs does not exceed six (6) square feet;

F. Signs and pavement markings required by the police, fire or other governmental departments for the safety and convenience of the public;

G. Street or house number signs not exceeding one and one-half square feet in area;

H. Nonilluminated directional signs that do not contain a commercial message, logo or illustration, and that do not exceed three square feet in area;

I. Incidental signs that do not exceed one square foot in area.

(Ord. MC-209-98 § 2 (part), 1998: prior code § 27.08)

J. Self-supporting portable menu board signs displayed at restaurants or other food service establishments that offer food service for consumption on the premises, subject to the following limitations:

1. The signs shall be no more than 24 inches wide and 36 inches high, including support elements.

2. No restaurant or food service establishment shall be allowed more than one such sign.

3. The signs may be displayed only during the hours that the business is open to the public.

4. The signs may be placed on a public sidewalk, provided they do not extend more than two feet from the face of the building.

5. The signs may only be displayed between May 1 and November 30 of each year.

6. The proposed location of a sign for a restaurant with outdoor seating shall be depicted on the site plan submitted with the application for the outdoor seating permit and the sign shall be placed only in the location specified on the approved outdoor seating plan.

7. Notwithstanding the foregoing, the Village reserves the right to order the relocation or removal of any menu board sign if the Director determines that the sign poses a safety hazard for pedestrian or vehicular traffic.

K. Any outdoor sign located on residential property that pertains to an election or political campaign; provided, that no such sign shall be more than eight (8) square feet in area.

L. Subject to the approval of the Village Council, banners displayed on any utility pole, street light or lamp post in the Hubbard Woods or Elm Street business districts, provided the Village Council determines

Section 15.60.090 Permitted temporary signs.

A. Signs Permitted. The following temporary signs shall be allowed without a permit; provided, they meet the requirements of this section; and provided further, that, unless specifically provided otherwise, the area of the sign shall not exceed eight (8) square feet:

1. **Nonilluminated real estate signs**, advertising the sale or lease of the lot or premises on which they are located; provided that, any such sign shall be less than six feet in height. No more than one such sign shall be allowed on the lot or premises, except that on corner lots, there may be one such sign facing each street. All such signs shall be removed within seven days after the sale or lease of the premises.

2. **Nonilluminated construction-site signs** identifying the parties engaged in the design and construction on the lot or premises on which they are displayed, subject to the following conditions.

a. Any sign in a residential zoning district shall have an area of no more than eight square feet in area nor shall the top of the sign be more than six feet above grade.

b. Any such sign in a nonresidential zoning district shall be no more than sixteen (16) square feet in area nor shall the top of the sign be more than twelve (12) feet above grade.

c. No more than one such sign shall be allowed on the lot or premises.

d. All such signs shall be removed within seven days after completion of the work to which the sign pertains, as determined by the Director.

3. Decorations displayed in connection with civic, patriotic or religious holidays, except that they shall be removed within seven days after the specific holiday.

4. Certain signs pertaining to elections or political campaigns, and signs displayed by civic, philanthropic, religious or educational organizations regarding an event sponsored by the organization, subject to the following conditions:

a. No outdoor sign on non-residential property that pertains to elections or political campaigns shall be more than eight (8) square feet in area;

b. No sign that is for an event sponsored by a civic, philanthropic, religious or educational organization and that is located on the exterior of the premises of the organization sponsoring the event shall be more than thirty-two (32) square feet in area;

c. No sign that is for an event sponsored by a civic, philanthropic, religious or educational organization and that is located in an exterior location other than on the premises of the organization sponsoring the event shall be more than eight (8) square feet in area; and

d. Any sign subject to this paragraph 4 shall be removed no later than seven days after the election or event for which it was displayed.

5. Window signs displayed on nonresidential premises located in a commercial zoning district to advertise special sales of merchandise or special commercial events, subject to the following conditions:

a. **No such sign may be illuminated,**

b. No such sign shall be more than eight square feet in area and the total area of all window signs, both temporary and permanent, shall not exceed the ten (10) percent limitation for window signs as provided in Section 15.60.120(B)(1)(d),

c. No such sign shall be displayed for more than thirty (30) days;

6. **Nonilluminated garage sale signs** displayed on the residential property on which the sale is conducted, subject to the following conditions:

a. No such sign shall be more than eight square feet in area,

b. No more than one such sign shall be permitted on the lot or premises, except that on corner lots one such sign may face each street,

c. No such signs shall be displayed for more than seventy-two (72) hours.

7. Signs such as banners, balloons, and similar devices that are displayed on residential property in a single-family residential zoning district to announce a birth, birthday, anniversary or similar special occasion; provided, no such sign shall be displayed more than twelve (12) hours before the occasion, and no such sign shall be displayed for more than forty-eight (48) hours.

B. Removal of Signs. All signs permitted by this section shall be removed by the person displaying it. The director is authorized to remove any such sign that has not been removed within the time limits established

by this section whenever such removal can be accomplished without entering a nonpublic portion of any building. In addition to any other penalty provided by this code, the person responsible for the posting or displaying of such sign shall pay the Village for the removal, such fee to be established by resolution of the Village Council. (MC-7-2012 § 3, Amended 10/16/12; 10/16/12; Ord. MC-1-2011, 2/8/2011; Ord. MC-209-98 § 2 (part), 1998: prior code § 27.09)

Section 15.60.100 Signs on residential properties.

A. Single-Family and Two-Family Dwellings. No sign shall be displayed on any building or premises or part of such building or premises used for residential purposes, regardless of the zoning district in which it is located, and on any vehicles parked or stored on such residential property so as to be readily visible to the general public, except for the following permitted signs:

1. Signs exempted from this chapter pursuant to Section 15.60.070;
2. Signs allowed without a permit pursuant to Section 15.60.080;
3. Temporary signs permitted pursuant to Section 15.60.090;
4. One nameplate sign not exceeding two square feet in area;
5. Noncommercial signs behind or affixed to windows and doors, including signs prohibiting solicitors and identifying security services; and
6. Lawn signs prohibiting solicitors or identifying security services.

B. Multifamily Dwellings. In addition to signs permitted by subsection A of this section and any other signs permitted in this chapter by reason of any commercial use of the first floor, a multifamily dwelling building may display one nameplate sign not exceeding three square feet in area; provided, the permit requirements of Section 15.60.130 have been met. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.10)

Section 15.60.110 Signs of religious, charitable, educational, and other specified organizations.

A. Signs Permitted. No sign shall be displayed on the building or premises of a religious, philanthropic, civic, charitable or private educational institution or organization or any private club, except for the following:

1. Signs exempted from this chapter pursuant to Section 15.60.070;
2. Signs allowed without a permit pursuant to Section 15.60.080;
3. Temporary signs permitted pursuant to Section 15.60.090;
4. Signs, identifying the name or nature of the institution or organization; and
5. Bulletin board and changeable copy signs.

B. Size of Signs. The total area of all signs permitted by subsections (A)(4) and (5) of this section shall not exceed fifty (50) square feet, and no one sign shall exceed thirty (30) square feet in area.

C. Off-Premises Directional Signs. No more than two off-premises directional signs, neither of which shall have an area of more than four square feet, shall be permitted for each such institution; provided, the size, location, placement, design and color of such signs is approved by the Board. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.11)

Section 15.60.120 Commercial signs.

A. Defined. All signs not included or regulated in Sections 15.60.080, 15.60.090, 15.60.100 and 15.60.110 and not exempt pursuant to Section 15.60.070 shall be deemed to be commercial signs for the purposes of this chapter, regardless of the zoning district in which the signs are located.

B. Regulations. Commercial signs of any type not prohibited by Section 15.60.060 may be displayed, subject to obtaining a permit pursuant to this chapter; provided, they comply with the following regulations and the general standards set forth in Section 15.60.130:

1. Wall Signs and Window Signs.

a. No wall sign shall contain information other than the name of the occupant or business, a maximum of three words containing a generic description of the types of products or services, and the occupant's logo or trademark.

b. No wall sign or window sign shall exceed seventy (70) square feet in area.

c. Wall signs shall be placed substantially parallel to the surface of the wall.

d. Window signs may be displayed on the street exposure or nonstreet exposure windows of an occupant; provided that, the total area of window signs in any single window pane or any single section of

window shall not exceed ten (10) percent of the area of the single window pane or single section of window on which it is located.

e. For each street exposure the total area of all window signs, wall signs and awning signs other than exempt signs, and permitted directional signs and incidental signs of this section, shall not exceed fifteen (15) percent of the total area of street exposure.

f. In buildings with more than one commercial premises, the total area of all commercial wall signs, window signs, and awning signs shall be limited to fifteen (15) percent of the area of street exposure of the occupant of each such premises.

g. Commercial wall signs shall be displayed only upon street exposures; except that one wall sign not exceeding twenty (20) square feet in area may be displayed by each occupant on each nonstreet exposure of the premises occupied by such occupant; provided that, such signs shall not be located above the second floor window sill level and shall not be higher than fourteen (14) feet above grade if there is no second floor window sill. The total area of all such nonstreet exposure wall signs displayed on a building shall be limited to forty (40) square feet and the area of such signs shall count toward the maximum sign area allowed for the street exposure of such occupant as provided in this section. This provision shall not prohibit window signs or the painting of signs on doors.

h. In cases where an occupant of a building occupied by no more than two commercial occupants does not have any street exposure, such occupant shall be permitted to display on or attach to the building, including the doors and windows, one commercial sign the area of which shall not exceed five square feet. The area of such sign shall be included in the fifteen (15) percent overall limitation established in this section.

i. In addition to other signs displayed on or attached to a building, a building occupied by three or more commercial occupants may display a directory type wall sign (subject to the fifteen (15) percent limitations contained within subsections (B)(1)(e) and (B)(1)(f) of this section) which lists only the names of such commercial occupants and the name of the building. The total area of such a directory-type sign shall not exceed thirty-five (35) square feet in area and no one individual listing shall exceed three square feet in area. (amended MC-3-2003, 03/04/03)

2. Projecting Signs.

a. One projecting sign may be placed perpendicular to the surface of a wall on a court yard for each business located on a court yard; provided that, the area of the sign does not exceed three square feet.

b. Blade signs may extend over a public way or a public sidewalk, provided that the blade sign extends no more than 2 feet from the wall of the building and is no more than 3 feet high, and provided that the clearance between the bottom of the sign and the sidewalk is at least 8 feet.

c. No projecting sign shall contain information other than the name of the occupant or business, a maximum of three words containing a generic description of the types of products or services, and the occupant's logo or trademark. (Amended MC-3-2003, 03/04/03)

3. Freestanding Signs.

a. No freestanding sign shall contain information other than the name of the occupant or business, a maximum of three words containing a generic description of the types of products or services, and the occupant's logo or trademark.

b. One directory type freestanding sign may be displayed on the premises of a building occupied by three or more commercial occupants; provided, the sign lists only the names of such commercial occupants and the name of the building; provided that, the building in which the occupants are located is set back from the street line at least fifteen (15) feet. The total area of any such sign shall not exceed forty (40) square feet in area, and the area of any one side of the sign shall not exceed twenty (20) square feet, and no one individual listing shall exceed three square feet in area. The total height of such a sign shall not exceed eight feet above grade.

c. If a building is occupied by fewer than three occupants, one freestanding sign may be displayed on the premises on which the building is located; provided that, no commercial signs are displayed other than exempt signs, window signs and a nameplate sign not exceeding three square feet in area, that the building is setback from the street line at least fifteen (15) feet, that the total area of such sign does not exceed forty (40) square feet, that the total area of any one side of the sign shall not exceed twenty (20) square feet, and that the total height of the sign does not exceed twelve (12) feet above grade.

4. Awning Signs.

a. No awning sign shall contain information other than the name of the occupant or business, the street address numbers of the premises and the occupant's logo or trademark.

b. The total area of all signs on an awning shall not exceed fifteen (15) percent of the total exterior surface area of the awning. The area of such awning sign shall be included in the fifteen (15) percent overall limitation established by this section.

c. The size of letters, logos or trademarks on awnings shall not exceed six inches in height and shall be placed on the descending vertical front skirt only.

5. Directional and Incidental Signs. Directional or incidental signs accessory to parking and driveway areas are permitted in addition to signs permitted under Section 15.60.080, subject to the following regulations:

a. One directional sign may be erected to designate each entrance to or exit from a parking or driveway area; provided that, the area of each such sign shall not exceed three square feet;

b. One wall sign or freestanding sign designating the conditions of use shall be permitted for each parking or driveway area; provided that, the area of any such sign shall not exceed ten (10) square feet.

6. Signs on or accessory to automobile service stations and car washes shall conform to all regulations contained in this chapter and shall be limited to four signs per establishment. In computing the number of signs displayed, however, the following shall not be deemed to constitute signs on such premises:

a. Information appearing on gasoline pumps as purchased or installed;

b. Signs containing information required by state or federal law regarding the operation of automobile service stations or pump islands; provided that, the size of each such required sign shall be related to the state mandated letter size and shall be approved by the Board. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.12)

Section 15.60.130 General standards.

All signs permitted by this chapter, whether with or without a permit, shall comply with the following standards:

A. Sign Measurement.

1. Area to Be Included. The supporting structure or bracing of a sign shall be omitted in measuring the area of the sign unless such structure or bracing is made part of the message or face of the sign. When a sign has more than one display face, all faces shall be included in determining the area of the sign; provided that, if the distance between the sign faces of a two-faced sign does not exceed twelve (12) inches, the area of the sign shall be measured as the area of one face.

2. Area of Sign With Background Panel. A sign placed or painted on a background panel shall be measured by computing the area of the background panel.

3. Area of Sign Without Background Panel. A sign with individual letters or symbols placed separately on a building wall, awning, or other structure without a background panel shall be measured as the sum of the area of the smallest regular geometric figures that can separately encompass all words, letter areas, figures, emblems, and other elements of the sign.

4. Sign Spacing. No sign wording, illustration or element that is less than two feet from any other sign wording, illustration or element shall be considered a separate sign for purposes of calculating sign area.

5. Sign Height. The height of a sign shall be measured from the adjacent natural grade, to the highest point of the sign.

B. Illumination.

1. Location and Design of Light Source. The source of light for any externally illuminated sign shall be located, shielded and directed so as not to be directly visible from any dwelling or public street. No receptacle, device, fixture or housing for a light fixture shall project more than three inches into the right-of-way of any public street, sidewalk, parkway, alley or public place (except that such an electrical device more than eight feet above the adjoining sidewalk may project a maximum of twenty (20) inches into a public right-of-way).

2. Location of Externally Illuminated Signs on Building. No externally illuminated signs, whether displayed on a building or as a window sign, shall be displayed above the second floor window sill level of the building.

3. Externally Illuminated Signs Adjacent to Residential Zoning Districts. No externally illuminated sign shall be located within, or within one hundred (100) feet of the boundary of, any residential zoning district, if

an illuminated face of such sign is parallel with or at an angle of less than forty-five (45) degrees from the residential zoning district boundary or otherwise has an adverse visual impact on adjacent residential properties; provided that, this restriction shall not apply if the property is in a multifamily zoning district and is not used for residential purposes.

C. Electrical Elements. All signs and **appurtenant light fixtures** in which electrical wiring and connections are to be used shall comply with the Building Code.

D. Structural Design. All signs shall comply with the Building Code and shall be designed and constructed adequately and safely to support their weight and to withstand wind and other stresses to which they may be subjected.

E. Obstruction of Accessways. No sign shall be erected, relocated, maintained, or otherwise permitted to obstruct or prevent free ingress and egress from any window, door, fire escape or stairway of any building or structure. No sign shall be attached to a fire escape.

F. Traffic Safety. No sign shall be erected, constructed or maintained where by reason of its position, shape, color or wording, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device, nor shall it otherwise cause a safety hazard.

G. Sign Maintenance. In addition to complying with all other applicable provisions of this code, all signs and awnings shall be kept and maintained in a safe, neat and orderly condition and appearance. The owner of a sign shall be responsible for providing such maintenance for freestanding signs. Maintenance shall also require that the ground area, for a distance of not less than ten (10) feet in all directions, be kept free and clean of weeds, trash and other debris. In the event that a sign is not maintained in a safe, neat and orderly condition by the owner, the sign shall be subject to removal.

H. Removal of Signs. Whenever any business, service or other use moves from or vacates premises previously occupied by it, or if, for any reason a sign is no longer applicable to the premises or has been abandoned, the sign and related mounting hardware and electrical service shall be removed from the premises within ten (10) days from the date of such cessation of the business or occupancy. In the event that such sign is not removed by the owner or operator of such business, service or use, the owner of the premises upon which such sign is displayed shall be liable for such removal within ten (10) days.

I. Civic Event Signs. Areas of land designated by the Village Council as community information areas may have civic event signs posted subject to the following:

1. Application for civic event signs shall be filed with, and approved by the Director, subject to issuance of a certificate of appropriateness as provided in this chapter.

2. Such signs shall be constructed of wood or similar material and shall be securely fastened to the ground.

3. Such signs shall be no more than thirty-two (32) square feet in area and no more than twelve (12) feet in height. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.13)

Section 15.60.140 Sign permit procedures.

A. Applicability. Any nonexempt sign for which a permit is required shall comply with the procedures established by this section.

B. Permit Application Requirements. No sign permit application shall be accepted unless it is complete. Application for a sign permit shall be submitted to the Director on forms provided by the Director and shall be accompanied by all applicable fees, deposits and bonds in the amounts set from time to time by resolution of the Village Council. An application for a sign permit shall at a minimum contain or have attached to such application the following information and material, in sufficient detail to illustrate clearly the design for which approval is being sought and its relationship to the structure it serves:

1. Name, address and telephone number of the owner of the property;
2. Name, address and telephone number of the applicant (owner of the sign);
3. Name, address and telephone number of the sign contractor, and where applicable, the name, address and telephone number of the electrical contractor;
4. Address or location of building, structure or lot to which, or upon which, the sign is to be attached or erected;
5. Application for certificate of appropriateness and, where applicable, application for building permit;
6. Illustrated calculations of the aggregate size of all signs existing on the premises at the time of making such application;

7. Such other information as the Director or the Board shall require to show full compliance with this chapter;

8. Ten (10) copies of the following materials or information:

a. Drawings showing the position of a proposed sign in relation to adjacent signs, buildings and structures,

b. Information, drawings, samples, or other materials regarding the design and size, structural details, materials and colors, and placement on the premises of a proposed sign or sign structure,

c. Current color photographs showing existing signs on the premises and adjacent property, and the date that the photographs were taken.

C. Review of Sign Permit Applications; Requests for Additional Information. Permit applications shall be examined by the Director to determine if the application materials meet the requirements of this code. The Director may request such additional information or clarification as is necessary to complete review of the sign permit application. If it appears that a proposed sign is in compliance with the minimum requirements of this chapter, and with other laws and ordinances of the Village, the Director shall promptly refer the application materials to the Board for consideration of the granting or denial of a certificate of appropriateness.

D. Issuance of Permit. Except as provided in Section 15.60.150(D) of this chapter, no sign permit shall be issued by the Director prior to the granting of a certificate of appropriateness by the Board, or on appeal by the Village Council as provided for in Section 15.60.150(E) of this chapter. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.14)

Section 15.60.150 Certificate of appropriateness.

A. Application for Preliminary Consideration. If requested in writing by a prospective applicant for a sign permit, the Board shall give preliminary consideration to a specific project before a formal application is filed, and shall provide recommendations on matters pertaining to the purpose, intent, standards and criteria of this chapter it may deem appropriate to guide the prospective applicant in developing a plan for signage that will comply with this chapter. The preliminary consideration is advisory only and no approval or denial shall be given during such preliminary consideration.

B. Final Approval. Upon receipt of a complete application, the Board shall, as soon as practicable, consider whether a certificate of appropriateness should issue.

C. Recommendation for Changes. The Board may, prior to making its decision, make recommendations to the applicant as to changes in the signage plans which, in the Board's judgment, would tend to effect the general intent and purpose of this chapter. If the Board recommends changes in the signage plan, the applicant shall notify the Board within fifteen (15) days in writing of the applicant's acceptance or reasons for rejection of such recommendations. If the applicant does not respond in writing to the Board's recommendations within the specified time period, it shall be assumed that the applicant has rejected such recommendations.

D. Issuance of Certificate.

1. A certificate of appropriateness shall be issued by the Board upon the concurring vote of a majority of the members present. However, if fewer than two-thirds of the members present vote to grant the certificate of appropriateness, the certificate shall not be issued until the time for the notice of appeal provided in subsection E of this section has lapsed, or if an appeal has been taken, until a final decision on the appeal has been reached by the Village Council.

2. If consideration of an application for certificate of appropriateness by the Board has not been initiated within forty-five (45) days following referral of the application by the Director to the Board, or having been initiated has not been concluded within forty-five (45) days following the submission by the applicant of additional evidence required by the Board, the Director shall, if the application is in order and the plans are in compliance with the minimum technical standards and requirements set forth in this chapter, issue a sign permit to the applicant for the work specified within such application and plans.

3. The Board, in its discretion, may extend the time limits of the preceding subsection, provided the applicant consents to such a continuance.

E. Appeal to Council. If a certificate of appropriateness is granted or denied by a concurring vote of fewer than two-thirds of those Board members present, the applicant or any person affected by the Board's decision may take a written appeal to the council within thirty (30) days from the date of such granting or denial. No

appeal may be taken unless written notice of intent to file such appeal is made to the Director within seven days of the board's decision denying or granting the certificate. The Village Council shall render its decision within thirty (30) days from the date of such written appeal and its decision shall be final.

F. Standards and Criteria for Issuance. The following factors and characteristics relating to the safety and appearance of signage, shall govern the board's evaluation of design submittals:

1. The sign area shall not exceed the maximum permitted area and shall be in proportion and scale to the building or to other buildings or signs in the surrounding area;
2. Projects which include a number of signs and graphics shall have an overall plan;
3. The amount of information contained in or on any sign or group of signs shall be limited so that it results in a clear and readable design;
4. Signs and graphics shall have a harmonious relationship with nearby signs, buildings and the neighborhood, and shall be designed so as not to adversely affect adjacent structures. In this respect the sign shall be related to its building, structure and neighborhood in terms of size, shape, material, color, texture, lettering, location, arrangement, lighting, and the like;
5. Colors shall be used with restraint and excessive brightness shall be avoided;
6. External lighting shall be arranged so that the light source is screened from view;
7. The additional provisions of this chapter, as specified in this chapter, shall be part of the criteria of the design review process. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.15)

Section 15.60.160 Amendment to permit work.

It is unlawful to alter or in any way modify or deviate from the permit work. If the owner desires to deviate from the approved construction documents during the progress of permit work, the owner shall submit to the Director a certified description of the changes and complete revised construction documents which clearly show all revisions. Prior to proceeding with the work, any amendments to the original permits and approved construction documents shall be approved by the Director or other building officers in accordance with this code. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.16)

Section 15.60.170 Expiration and revival of permits.

If, after the date that any permit is approved, the permit work has not begun within three months, or substantial progress is not made on the permit work within six months, or the permit work is not completed within fifteen (15) months, or the permit work is suspended or abandoned for a period of three months after it has commenced, then the permit shall lapse. Upon lapse of any permit, all retained fees and deposits shall be forfeited and any permit bonds shall be subject to forfeiture upon approval of the Village Council. No work shall be done under a lapsed permit and no further inspections shall be performed on the work that was the subject of the lapsed permit unless the permit is first revived pursuant to this section. Any request to revive a permit after it has lapsed pursuant to this section shall be considered a new permit application and shall be subject to all fees, costs, deposits and approvals applicable to a new permit application for such work. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.17)

Section 15.60.180 Failure to complete work.

A. Notice. In the event that the person to whom the sign permit has been granted fails to complete or assure completion of the work required in accordance with the provisions of the permit, the Director shall notify such person in writing of any such failure. If such failure is not corrected within ten (10) days after notification the sign permit may be revoked by order of the Director.

B. Revocation of Permit. Any sign permit or certificate of appropriateness issued under this chapter may be revoked by order of the Village Council when it is shown by satisfactory proof that:

1. The permit was issued without or in excess of the authority of the Director;
2. The application for sign permit and certificate of appropriateness contained material misrepresentation of fact; or
3. The sign(s) or structure was erected, constructed, reconstructed, altered or used in a manner not in compliance with the submittals which served as the basis for the issuance of the permit or certificate of appropriateness.

C. Removal of Signs. In the event of revocation of a sign permit or certificate of appropriateness, the sign(s) or structure authorized by said permit or certificate shall be removed promptly at the expense of the

applicant. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.18)

Section 15.60.190 Review of existing permanent signs.

A. Identification. The Director shall inspect existing permanent signs for the purpose of identifying those existing permanent signs which are not in compliance with this chapter.

B. Requests for Review. Any person may file a request with the Director for review of specific existing permanent signs. The Director shall inspect such sign or signs for the purpose of determining compliance with the provisions of this chapter.

C. Notice of Violation. The Director shall notify the owner of any existing permanent sign found to be in violation of any provision of this chapter pursuant to inspections made under subsection A or B of this section. The notice shall refer to each section of this chapter under which a violation has been found to exist and the notice shall describe the features found to be deficiencies.

D. Effect of Notice. Each existing permanent sign which is the subject of a notice given under subsection C of this section shall thereupon be classified as a nonconforming sign subject to Section 15.60.200.

E. Appeals. The owner of a sign with respect to which a notice has been given under subsection C of this section above may appeal the determination by the Director by filing an appeal pursuant to Section 15.60.230 not later than thirty (30) days after the date of notice. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.19)

Section 15.60.200 Nonconforming signs.

A. Any sign that becomes nonconforming as the result of the adoption of this chapter on May 20, 1980, or of any subsequent amendments to this chapter, may be continued, subject to the conditions and limitations of this section; provided, the sign was lawfully in existence at the time of such adoption or amendment and has remained nonconforming.

B. Ordinary repair and maintenance may be made to any nonconforming sign except a sign that is prohibited by Section 15.60.060 of this chapter. For purposes of this provision, the rewiring or change of any electrical element of an internally illuminated sign or the replacement of any neon tubing shall not be considered ordinary repair and maintenance.

C. No nonconforming sign, or part of such sign, shall be operated, maintained or changed in any way if such operation, maintenance or change will either create an additional nonconformity or increase the extent or degree of the existing nonconformity.

D. No nonconforming sign shall be moved in whole or in part to any other location on the same zoning lot unless the Director has determined that the proposed relocation will decrease the degree of nonconformity.

E. If a nonconforming sign is damaged by fire or other casualty to the extent of fifty (50) percent or more of the value of the entire sign (measured in terms of replacement cost for the sign as a whole, and as determined by the Director) it shall not be restored unless the entire sign is made to conform to the provisions of this chapter. (Amended during 1999 codification; Ord. MC-209-98 § 2 (part), 1998: prior code § 27.20)

Section 15.60.210 Unlawful display deemed nuisance.

It is unlawful to display any sign in violation of the provisions of this chapter. Any sign displayed in violation of this chapter shall be deemed a public nuisance. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.21)

Section 15.60.220 Enforcement, penalties and revocation of permit.

A. Authorization of Director. The Director is authorized and empowered to enforce this chapter.

B. Final Inspection Required. Before any use may be made of a sign authorized under the provisions of this chapter, a final inspection of the premises must be obtained from the Director to assure compliance with the evidence upon which the sign permit was issued.

C. Authority of Building Officers. Building Officers are empowered, during reasonable hours, to lawfully enter upon any premises or into any structure or addition to such structure for which a sign permit has been issued but which has not received a final certificate of use or when necessary to do so in the performance of any duty imposed upon them by this code. If entry is refused or not obtained, a Building Officer is authorized to pursue remedies as provided by law or this code.

D. Enforcement Actions. Any Building Officer is authorized to exercise the police power of the Village in order to secure compliance with the provisions of this chapter. Enforcement actions shall include, but not be

limited to, the issuance of a stop work order, permit revocation, prosecution for violations, the bringing of a civil action to recover any penalty of fine, or the institution of the appropriate action at law or in equity to restrain, correct or abate such violation or to require the removal of the unlawful use or act. The filing of a civil action to recover any penalty or fine shall preclude incarceration or imprisonment. Prior written notice of a violation shall not be required for the initiation of enforcement actions under this section if the violation creates any emergency or unsafe condition, if the violation is the resumption of an activity that was the subject of a written notice of violation issued within the previous thirty (30) days, or if the Building Officer determines that the violation is part of a pattern of behavior at the site which discloses a disregard for the requirements of this code.

E. Penalties--Fines.

1. Fines for Violations. Except as provided in subsection (E)(2) of this section, any person who violates a provision of this chapter shall be subject to a fine of not less than one hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00) and the cost of prosecution. The village attorney or, at the direction of the village manager, the village prosecutor, may file a civil action to recover any penalty or fine against any such person; provided, however, that the filing of such civil action shall preclude incarceration or imprisonment.

2. Pre-Court Payment. Except as provided in this paragraph, any person charged with a violation of this chapter may pay directly to the Village, at the Village Hall, the minimum fine applicable to the offense charged, as established in subsection (E)(1) of this section; provided, such payment is made no later than five days before the date of a court hearing set for such violation at the request of the person receiving the citation alleging the violation. A receipt shall be issued for any pre-court payment so made and any violation for which such a pre-court payment has been made shall not be subject to further prosecution. No pre-court payments will be accepted less than five days before the scheduled court hearing date. If more than two violations are issued for the same work site in any thirty (30) day period, only the first two such violations may be subject to a pre-court payment pursuant to this paragraph.

3. Separate Offenses. Each act of violation and each day upon which a violation occurs shall constitute a separate offense. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.22)

Section 15.60.230 Violation of regulations.

A. The Director shall give a written notice of violation to any person displaying a sign in violation of this chapter (other than violations of Section 15.60.180). Such notice shall demand compliance with the requirements of this chapter within forty-eight (48) hours from the time of receipt of such notice (weekends and holidays excluded) for temporary and window signs, and within ten (10) days for other signs.

B. Any person displaying a sign in violation of this chapter after such forty-eight (48) hours or ten (10) day period, as the case may be, shall be subject to a penalty not exceeding seven hundred fifty dollars (\$750.00) per offense. Each day of such violation shall constitute a separate offense with respect to the computation of fines.

C. If a sign shall be found to be unsafe or insecure, or constructed, erected or maintained in violation of this chapter, and if the owner of the sign fails to remove or alter the sign (following proper notice), the sign may be removed or altered by the village at the expense of the owner of the sign.

D. In the event that any sign presents an immediate peril to persons or property, the sign may be removed by the Village summarily and with out notice. Such removal without notice shall not preclude the Village from recouping the costs of such removal.

E. In addition to other remedies as specified in this chapter, the Village may institute any appropriate action or proceeding to prevent, restrain, correct, or abate any violation of this chapter, including such actions as may be necessary for the Village to recoup costs incurred in pursuance of the removal or alteration of signs as may be required by this chapter.

F. Any permit shall be a license to proceed with the permit work and shall not be construed as authority to violate, cancel or set aside any provision of this code or any other applicable law. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.23)

Section 15.60.240 Appeals.

A. An appeal may be taken to the Sign Board of Appeals from any order, requirement, decision or determination made by the Director in the enforcement of this chapter, which appeal shall act as a stay of all

proceedings in furtherance of the action appealed from until a final decision by the Sign Board.

B. All final decisions of the Sign Board under this section shall be subject to judicial review pursuant to the provisions of the Administrative Review Act approved May 8, 1945 and all amendments and modifications (735 ILCS 5/3-101, et seq.). (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.24)

Section 15.60.250 Variations.

A. Any person may apply to the Sign Board for a variation from the terms of this chapter and a permit to construct or alter or maintain any sign which does not conform to the requirements of this chapter.

B. No variation application shall be accepted unless it is complete. Variation applications shall be made on forms provided by the Director. Variation application fees shall be set from time to time by resolution of the Village Council.

C. Variations shall be permitted only if:

1. They are in harmony with the general purpose and intent of this chapter; and
2. The plight of the petitioner is due to unusual circumstances; and
3. There are practical difficulties or particular hardship in the way of carrying out the strict requirements of this chapter; and
4. The variation will not alter the essential character of the locality.

D. Every variation granted by the Sign Board shall be accompanied by findings and facts specifying the reasons for granting the variation.

E. Notwithstanding the provisions of this section, the Sign Board shall not have the power to:

1. Permit signs that are prohibited;
2. Waive permit requirements;
3. Permit signs which violate the safety and maintenance provisions of Section 15.60.130;
4. Vary the nonconforming sign provisions of Section 15.60.150 as applied to any given sign.

(Ord. MC-209-98 § 2 (part), 1998: prior code § 27.25)

Section 15.60.260 Liability for damages.

Neither the provisions of this chapter nor the issuance of any sign permit or certificate of appropriateness shall be construed as relieving any person erecting, owning or maintaining any sign from liability arising by reason or personal injury or property damage resulting from such sign or work relating to such sign, or as limiting the liability of any such person by reason of personal injury or property damage so resulting. The provisions of this chapter shall not be construed as imposing upon the Village or its officials or employees any liability by reason of the approval of any sign under any of the provisions of this chapter.

(Ord. MC-209-98 § 2 (part), 1998: prior code § 27.26)

The Village of

Winnetka

Design Guidelines



d. **Building Signage**

Commercial signs should reflect the character of the building style, while expressing each store's individuality. There are several prominent sign styles that are appropriate to Winnetka: surface mounted, pin-mounted, interior, decal and projecting blade signs. Sign materials are limited to painted wood, canvas, architectural glass and metal. Sign color must harmonize with the building upon which it is mounted and adjacent structures. Background colors for the body of the sign are limited to earth tones and primary colors, whereas pastels, neon and secondary colors are not allowed. Lettering color can be unique to the image of the retailer/user. Metal sign and plaque material such as brushed bronze, antique bronze, aluminum, stainless steel and painted cast iron or similarly appearing materials are preferred. Highly reflective metallic signs are not allowed. Signs should be lit by marquee or spot lighting; neon lighting is not permitted. Spot lighting should be minimal and unobtrusive and, per the Village Code, the source of illumination shall not be visible from any street, sidewalk or dwelling. Simplified industrial light fixtures are not permitted. Contextual solutions are recommended. The majority of the signs will be mounted within the building's sign band, defined as the wall area located above the ground floor storefront opening and below the second floor windowsill, and is located a minimum of 8'-0" above grade and a maximum of 15'-0" above grade.

Signs must comply with the general provisions of the Winnetka Sign Ordinance as well as design provisions contained within these Design Guidelines.

1. Surface mounted commercial signs are either fabricated from painted wood or cast metal plaques and are to be mounted within the sign band or within the storefront transom. The height of the sign is restricted to 75% of the area of the sign band or 14 inches - whichever is less. The sign band of a building consists of the area located above the ground floor storefront opening and below the second floor windowsill, and is located a minimum of 8'-0" and a maximum of 15'-0" above grade. Refer to figures 28, 29, and 30 for location. Surface mounted or pin-mounted signs are not permitted on secondary elevations without a defined sign band.
2. Pin-mounted commercial signs consist of reverse channel, cast metal and flat cut metal letters mounted above the storefront in the masonry sign band or suspended in front of the storefront at the transom or recessed entry. The size of the lettering is restricted so that the height of the letters does not exceed 75% of the height of the sign band or 14 inches - whichever is less. The length of the lettering is to be contained within 75% of the length of the sign band. (See figure 38)



Figure 38

3. Interior signs floating independently are set behind the glass either at the transom or at the sill of the storefront and are lit from a separate source. This sign must adhere to the size limitations of the decal signs. (See figure 39)
4. Decal Signs are defined as painted or vinyl transfer letters and numbers. Decal signs can be mounted within the transom and at the lower section of the storefront window area so as not to interfere with the merchandising. The decal sign area at the lower section of the window can occupy up to 10% of the glass area of a single pane. Decals mounted at the transom are restricted to 50% of the area of the transom. Decals located at the lower section of the main display area are to be limited to 6" in height unless they contain store operation hours, which are restricted to 2". (See figure 40)
5. Projecting blade commercial signs can be round, square or vertical, mounted from the face of the building at the second floor level between the windows or at the head of the storefront and are oriented to pedestrian scale. The signs are to be mounted on fixed hardware; no swinging or chain-mounted signs are allowed. The dimensions of the sign are not to exceed 6 square feet (36" high and 24" deep) (See figure 41). If illuminated, the signs should be lit with an unobtrusive light source.
6. Incidental wall signs such as building management identification and directory signs should be integrated into a single sign and be constructed of brushed bronze, antique bronze or painted cast iron. Such signs should not be placed on the prominent street front facade and should be directed to public residential entries.

Figure 39



Figure 40



Figure 41

e. **Awnings and Banners**

Awning scale and proportions are to be appropriate for the building on which they are mounted as well as the adjacent structures. It is highly recommended that awnings be uniform in size, shape (except for arched openings, see “Forms” below) and color in order to unify multiple storefronts within a single building. The length of the awning is to be restricted to the length of the storefront opening; awnings must not continue over masonry piers. The vertical and horizontal dimension should be proportional to the overall projection of the awning. (See figure 42)



Figure 42

Awning projection is preferred at 36 inches, but awnings will be considered which range from a minimum of 24 inches to a maximum of 36 inches. Projection depth should match the existing adjacent awnings provided they comply with the acceptable minimum and maximum projection. Awnings should be placed at a minimum height of 8 feet above the sidewalk. If awnings are lit it should be from an outside source; no backlit awnings are allowed.

Forms: Awning forms are to conform to the general shape of the opening. Arched openings are to receive ½-round domed awnings, whereas rectangular openings are to receive rectangular, gently sloping; planar forms with closed ends. Valances may be fixed or loose.

Mounting: Awnings may be fixed or retractable. Retractable awnings must be kept either in the fully projected position or the fully closed position. Fixed awnings are to have concealed rigid metal frames. Retractable awnings should have a canopy cover and automatic retractable rollers mounted to the building. Underpanels are not desired. Frames should be painted to match or compliment the color of the awning cover material or its underside.

Materials: The awning material should be taut, not relaxed. Awning materials may include matte finish painted army duck, vinyl-coated cotton, acrylic-coated polyester, and vinyl-coated polyester or cotton and solution-dyed acrylic. All materials should receive silkscreen, painted, cutout lettering, heat color-transfer, pressure sensitive vinyl films or sewn appliqué signs. Awning signs and logos are limited to a height of six inches, and may be placed on the valance only.

Colors: Awning and banner colors must take into account the color selection of the surrounding materials, buildings, signs, awnings, and image of the retailer/user and district. All awnings located on the same building must be the same color. Colors should enhance and compliment the building and are restricted to earthtones and primary and secondary colors. Final color selection is contingent on approval by the Design Review Board and compliance with the Village awning ordinance.

Banners should be considered as identification of commercial districts. Banners may be location, event, holiday or sponsor specific and can create a unifying thread between the independent districts. Banners are to be mounted on existing poles by fixed brackets and hardware. The Design Review Board must approve the final design.

All new or replacement Awnings and Banners must comply with Village Ordinances and the Design Guidelines.

f. ADA Compliance:

Federal and State regulations require all public spaces to be accessible. Accessibility alterations shall allow access from either the primary or the secondary facade; additions of elevators or ramps should be designed as an integral element of the building.

Entrances: Commercial and mixed-use facilities should provide first floor access from the primary or secondary facade.

Elevators: Where possible, elevators should be incorporated into the existing building envelope. If physically impossible, the elevator and stair core can be located on the exterior of the building but should be located so as not visible from the main public way.

Ramps: Where required, the slope of the ramp should be as gradual as possible to eliminate the need for handrails. Although a 1:12 slope is permitted, 1:20 is encouraged. A ramp should be an integral design element, reflecting the design of the building it serves and surrounding site. This can be accomplished by concealing the ramp behind a low screen wall.

g. Mechanical Equipment

1. Location

Mechanical Equipment must not be visible from pedestrian view. Roof top equipment should be located either in the center of the roof or in one corner away from the street elevation so as not to be visible from the primary or secondary approach.



VILLAGE OF WINNETKA

Attachment D

INTERNALLY ILLUMINATED SIGN EXAMPLES FROM DOWNTOWN EVANSTON





NEON/NEON-LIKE SIGNS

2





BOX SIGNS





BOX SIGNS

4





INDIVIDUAL CHANNEL LETTERS MOUNTED ON PANEL

5





INDIVIDUAL CHANNEL LETTER SIGN MOUNTED ON WALL

6





INDIVIDUAL LETTER CHANNEL SIGN MOUNTED ON RACEWAY

7





HALO ILLUMINATED SIGNS

8





INTERNALLY & HALO ILLUMINATED SIGNS

9



Nearby Communities Regulation of Externally and Internally Illuminated Signs

Glencoe

Glencoe allows externally illuminated signs and certain internally illuminated signs.

The following are Glencoe's sign illumination standards:

1. Illumination.

(a) Location and Design of Light Source. Whenever an external artificial light source is used for a sign, such source shall be located, shielded, and directed so as not to be directly visible from any dwelling or public street. No receptacle or device housing a permitted light source for a sign shall protrude more than 12 inches from the face of the sign or building to which it is attached.

(b) Level of Illumination. In no event shall the illumination of any sign, resulting from any internal or external artificial light source, exceed 75 foot candles when measured with a standard light meter held perpendicular to the sign face at a distance equal to the narrowest dimension of such sign face. All artificial illumination shall be so designed, located, shielded, and directed as to illuminate only the sign face or faces and to prevent the casting of glare or direct light upon adjacent property or streets.

(c) Signs Adjacent to Residential Areas. Any illuminated sign located within 120 feet of a residential district shall not be illuminated between the hours of 11:00 p.m. and 7:00 a.m. except that such sign may remain illuminated during such time as the activity to which the sign pertains is open for business so long as such sign is not a public or private nuisance.

(d) Flashing Lights Prohibited. Except for public service signs when expressly permitted by this Section, no flashing, blinking, or intermittent lights shall be permitted.

(e) Floodlights or Spotlights. No sign in the B-1 or B-2 Districts shall be illuminated by a floodlight or spotlight.

(f) Materials. No temporary sign shall utilized fluorescent, radiating, or glowing paint, ink, or material in its construction.

In business zoning districts, the following signs may not be illuminated:

- Awning signs
- Window signs

In business zoning districts, the following signs may not be internally illuminated

- Projecting signs

Highlighted text refers to internally illuminated sign standards.

Nearby Communities Regulation of Externally and Internally Illuminated Signs

Highland Park

Highland Park allows externally illuminated signs and internally illuminated signs in certain zoning districts. They do not allow internally illuminated signs in their commercial districts.

The following are Highland Park's sign illumination standards:

Sec. 150.2007. - Illumination.

(A) Location and Design of Light Source.

- (1) Whenever an external artificial light source is used for a Sign, that source shall be located, shielded, and directed so as to (a) restrict the extent of the lit area to the Sign face, and (b) not be directly visible from any public street or private residence.*
- (2) No unshielded light or string or string of lights shall be permitted.*
- (3) No Sign shall be internally illuminated, except that: (a) Signs in the B3 Highway Commercial District, HC Health Care District, and I Light Industrial District may be internally illuminated, provided that only the lettering or logo, or both, on the Sign is internally illuminated; (b) Ground Signs serving a motor vehicle salesroom or a new or used motor vehicle sales facility located in the B3 or I Districts may be fully internally illuminated; (c) the lettering, logo, and pictorial representations of the prices and products displayed on Menu Board Signs serving a Drive-Through Facility that is accessory to a Restaurant may be internally illuminated; and (d) electronic message boards or LED screens incorporated into City-owned Governmental Signs may be internally illuminated.*
- (4) Ground-mounted light fixtures shall: (a) be no higher than 16 inches; (b) have a finish color of non-contrasting black, gray, brown, or other color which minimizes the visibility of the fixture; and (c) screened year-round by landscape plantings so as to not be directly visible from street rights-of-way or residential uses.*

(B) Level of Illumination. All artificial illumination shall be designed, located, shielded, and directed to illuminate only the Sign Face or Faces and to prevent the casting of glare or direct light upon adjacent property or streets. No artificial illumination shall exceed one-half foot candle at any residential Lot line.

(C) Restriction on Hours of Illumination. Signs that are located (i) in the B2, B4-4, B4-5, B4-6, and B5 Districts, and (ii) on, adjacent, or contiguous to Broadview Avenue, Deerfield Road, Judson Avenue, Laurel Avenue, or that portion of Elm Place located east of St. Johns Avenue may be illuminated only until (i) 11:00 p.m. or (ii) the time that the activity to which the Sign pertains has closed for business, whichever is later

(D) Flashing Lights Prohibited. Except for electronic message boards or LED screens incorporated into City-owned Governmental Signs, no flashing, blinking, or intermittent lights, nor any illumination that has a change in light intensity, shall be permitted.

(E) Illumination of Temporary Signs Prohibited. No Temporary Sign shall be illuminated.

Highlighted text refers to internally illuminated sign standards.

Nearby Communities Regulation of Externally and Internally Illuminated Signs

Kenilworth

Prohibits the following three types of illuminated signs in all zoning districts:

INTERIOR ILLUMINATED SIGN. A sign located inside a building illuminated by a light source and clearly visible from the exterior of the building through a window or a door.

INTERNALLY-ILLUMINATED SIGN. A sign illuminated by a light source that is enclosed by the sign face or located within the sign.

NEON ILLUMINATED SIGN. A sign which incorporates lighted neon tubes or other fluorescing gas.

The following are Kenilworth's general sign illumination standards:

(J) Sign illumination. In all zoning districts, sign illumination is limited to allowed exterior illuminated signs. All other illuminated signs are prohibited signs.

(1) Location and design of light source. The lights for exterior illuminated signs shall be located, shielded and directed in such a manner that the light source is not directly visible from any surrounding public or private property. The use of unshielded lights, including incandescent bulbs on poles or strung on poles, wires or any other type of support to illuminate a sign is not allowed. All receptacles or devices used to provide external illumination for wall signs shall not protrude more than nine inches from the face of the sign except for ground lighting.

(2) Hours of illumination. Illumination for an exterior illuminated sign is allowed from 7:00 a.m. to 10:00 p.m., except that an exterior illuminated sign may remain illuminated during such time as the business is open to the general public, so long as such sign is not a public or private nuisance and in no case later than 11:00 p.m.

(3) Level of illumination. The lighting intensity of an exterior illuminated sign shall not exceed, and shall be maintained at or less than ten foot candles when measured with a standard light meter at four feet from the center of the face of the sign.

Highlighted text refers to internally illuminated sign standards.

Nearby Communities Regulation of Externally and Internally Illuminated Signs

Northfield

ILLUMINATED SIGN (EXTERNAL). A sign characterized as having its source of artificial light located on or outside the perimeter of such sign.

ILLUMINATED SIGN (**INTERNAL**). A sign characterized as having its source of artificial light located within the perimeter of such sign.

The following are Northfield's general sign illumination standards:

- (9) An **internally** illuminated sign may have no transparent surfaces and may display only letters, trademarks or logos.*
- (10) Any illuminated sign shall be extinguished between the hours of eleven o'clock (11:00) P.M. and seven o'clock (7:00) A.M., except that such sign may remain illuminated during such times as the activity to which the sign pertains is open for business during eleven o'clock (11:00) P.M. and seven o'clock (7:00) A.M.*
- (11) The sign must be constructed and used so as to maintain the architectural integrity of the building to which it relates. For **internally** illuminated signs, only the copy, display and logo shall be of translucent materials, the background of such signs shall be of opaque materials.*

Prohibited Illuminated Signs:

- (13) **Neon** or similar gaseous tube illuminated signs, except where the neon is used as a backlight and the lamp/bulb is not visible. (Ord. 95-845, 5-22-1995)*
- (18) Signs consisting of a string, cluster or series of lights, with the exception of "seasonal or holiday decorations" as defined in this chapter.*

And a variety of temporary signs.

Highlighted text refers to internally illuminated sign standards.

Nearby Communities Regulation of Externally and Internally Illuminated Signs

Wilmette

Wilmette allows internally and externally illuminated signs.

The following are Wilmette's general sign illumination standards:

(f) *Illumination.*

- (1) *All sign illumination must be designed, located, shielded and directed so as to prevent the casting of glare or direct light upon adjacent publicly dedicated roadways and surrounding properties.*
- (2) *In no case may the lighting intensity of any sign, whether from internal illumination or external illumination, exceed seventy-five (75) footcandles when measured with a standard light meter perpendicular to the face of the sign at a distance equal to the narrowest dimension of the sign.*
- (3) *No sign may be illuminated between the hours of twelve o'clock (12:00) a.m. and six o'clock (6:00) a.m. unless the activity displaying the sign is open for business during those hours. The Zoning Administrator is authorized to grant an exemption from this provision to provide for the security and safety of the use on the property.*
- (4) *Goose-neck reflectors and lights are permitted provided that they concentrate the illumination upon the area of the sign so as to prevent glare upon the street or adjacent property. Any device used to provide external illumination for a sign may project no more than eighteen (18) inches from the face of the sign.*

Additional illumination standards (code excerpts):

- (5) *A ground sign may be internally or externally illuminated in all non-residential districts, except the OR District. A ground sign may be externally illuminated in all residential zoning districts or the OR district.*
- (6) *An awning sign may be externally illuminated.*
- (11) *A changeable copy sign affixed or illuminated directly upon the vertical hanging fascia of the marquee is permitted.*
- (5) *A permitted projecting sign may only be externally illuminated.*
- (C) *Illumination of sidewalk signs is prohibited.*
- (6) *A permitted wall sign may be externally or internally illuminated, except that a non-conforming use in a residential zoning district may not be internally illuminated.*

Wilmette's code does not explicitly state if window signs may be externally or internally illuminated or not.

Highlighted text refers to internally illuminated sign standards.

Nearby Communities Regulation of Externally and Internally Illuminated Signs

- (F) **Exposed Neon.** *The use of exposed neon shall be permitted only as a Window Sign that is intended to identify that a business is open for operation. Such signs shall not exceed a Sign Area of 2 square feet in the B3 and I zoning districts and 54 square inches in all other zoning districts.*

Additional illumination standards (code excerpts):

- (b) *A Memorial Sign shall be a Wall or Ground Sign, shall be made of durable materials such as bronze, stone, or concrete, and shall not be illuminated. No Memorial Sign that is a Ground Sign shall be closer than six feet to any Lot line.*
- (k) *Temporary Window Signs shall not block any window area required for light, ventilation, or emergency exit by any applicable code. No Temporary Window Sign shall be illuminated. A Temporary Window Sign shall be maintained on a Lot for a period not to exceed 30 days.*

Highlighted text refers to internally illuminated sign standards.

February 4, 2020

MINUTES WINNETKA VILLAGE COUNCIL REGULAR MEETING - EXCERPTS

February 4, 2020

(Approved: February 18, 2020)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, February 4, 2020, at 7:00p.m.

1) Call to Order.

President Rintz called the meeting to order at 7:04 p.m. Present: Trustees Jack Coladarci, Andrew Cripe, Robert Dearborn, and John Swierk. Absent: Trustee Penny Lanphier. Also present: Village Manager Robert Bahan, Village Attorney Peter Friedman, Community Development Director David Schoon, Human Resources Generalist Ann Eriksson, and approximately five persons in the audience.

10) New Business.

a) Design Review Board Comments: Internally Illuminated Sign Regulations. Mr.Schoon explained that the Design Review Board (DRB) had reviewed the Council's request to consider amending its sign regulations to allow internally illuminated signs. After a presentation, public comment, and discussion, the DRB concluded that it would be open to allowing such signs; however, careful consideration must be given to ensure appropriate design. The DRB is awaiting direction from the Council before doing further study with the aim of making a formal recommendation.

After the Council briefly discussed the issue, President Rintz called for public comment. Theresa Lucas, proprietor of Good Grapes. Ms. Lucas asked the Council to expand the scope of the DRB's study to include display cases that are affixed to the outside wall of a business. She noted that display cases are more professional looking and can be used year-round, unlike sandwich boards, which can look tacky and tend to blow around.

The Council agreed to add display cases to the DRB's study of the sign code.

President Rintz requested that an email to the Council from former Village President Jessica Tucker about illuminated signs be shared with the DRB.

Recording Secretary



Agenda Item Executive Summary

Title: Design Review Board Comments - Internally Illuminated Sign Regulations

Presenter: David Schoon, Community Development Director

Agenda Date: 02/04/2020

Consent: ☐ YES ☒ NO

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

Item History:

11-19-19 - In response to a request by the owner of Beat Street Toys & Gifts, the Village Council requested that the Design Review Board provide its initial thoughts regarding allowing businesses to have internally illuminated signs.

Executive Summary:

At the February 4, 2020 Village Council meeting, the Council is scheduled to review the Design Review Board's initial thoughts regarding allowing internally illuminated signs in the Village.

On December 19, 2019, the Design Review Board reviewed the request that the Village consider amending the Village's sign regulations to allow internally illuminated signs. Attachment A contains a staff report on the issue as well as excerpts from the December 19 DRB meeting. After hearing a presentation from staff and comments from the owner of Beat Street, all five members of the Design Review Board that were present concurred that they would be open to allowing internally illuminated signs. However, the Village will need to give careful thought regarding such regulations and design guidelines to ensure that internally illuminated signs be of an appropriate design. In response to the Beat Street owner's specific interest to be allowed an "Open" sign made of neon or other similar exposed bulbs, Board members had mixed reactions. Some members thought such signs, when appropriately designed, would be appropriate. Others did not, and other members thought such signs would not be necessary if a business was allowed to have an internally illuminated sign with its name and business logo.

Recommendation:

At the February 4 Council meeting, staff requests direction from the Council regarding whether or not the Design Review Board should continue to study and make a formal recommendation regarding allowing internally illuminated signs in the community. If the Design Review Board should continue to study the issue, does the Council wish to provide any further direction to the Board regarding the issue?

Attachments:

Attachment A: Internally Illuminated Signs Staff Report and Draft Minutes from the December 19, 2019, Design Review Board meeting

David Schoon

From: John Kalmar
Sent: Tuesday, February 4, 2020 1:16 PM
To: David Schoon
Subject: FW: External: Agenda Item 10 (a): DRB Comments: Internally Illuminated Signage

FYI – I assume that you saw this email?

From: Jessica Tucker [<mailto:JTucker@trmlaw.com>]
Sent: Monday, February 03, 2020 1:33 PM
To: ContactCouncil
Subject: External: Agenda Item 10 (a): DRB Comments: Internally Illuminated Signage

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 President Rintz and Trustees,

Winnetka is defined by its compact, attractive small-town character. Our guidelines speak of the pedestrian-oriented feel of the business districts, created in a variety of ways: "The buildings have significant architectural consistency and scale that create an inviting outdoor "room" for pedestrians. Storefronts contain large retail windows and attractive displays, which encourage strolling and window shopping. Sidewalks provide ample room for pedestrian flow and streetscape features include furniture and landscaping."

Our guidelines also speak of concerns for the proliferation of signage, calling for strictly enforcing the Village's sign regulations and minimizing the number of regulatory signs, as well as reducing and controlling light pollution, preserving property rights for natural light, and controlling the use and location of artificial lighting. We are not aware of a recommendation to encourage more window advertising signage, lit-up or otherwise, as a way to enhance our lovely business districts.

There has been a proliferation of prohibited neon-lit window advertising signage in the gas station/fast-food/convenience stores for such items as lottery information, ATM cash, and dry cleaning services. The neon-lit "open" sign we see so often in Chicago and other cities, is creeping into our lovely community.

Please consider the slippery slope when opening the door to certain lighting throughout our business districts. Currently there is a consistent look, character and feel, with an understated elegance and ambiance in keeping with Winnetka's overall charm and character. A proliferation of signage and advertising lighting only detracts from, not enhances, this elegant ambiance.

I encourage you to continue to support public policy that balances the desire to advertise with the need to maintain our village character.

Thank you for your consideration,

Jessica

Jessica Tucker
850 Locust Street

Design Review Board Comments - Internally Illuminated Sign Regulations WINNETKA AND EXAMPLES OF OTHER COMMUNITIES' CODE LANGUAGE

David Schilling, Community Development Director

Staff reviewed sign lighting regulations and sign lighting design guidelines from the following communities. 02/04/2020

Nearby Communities



✓

- Glencoe – Sign Regulations
- Highland Park – Sign Regulations
- Kenilworth – Sign Regulations

11-19-19 In response to a request by the owner of Beat Street Toys & Gifts, the Village Council requested that the Design Review Board provide its initial thoughts regarding allowing businesses to have internally illuminated signs.

DePaul University's Chaddick Institute – Municipal Design Review Network Resource Database

- Arlington Heights Sign Code Kit

At the February 4, 2020 Village Council meeting, the Council is scheduled to review the Design Review Board's initial thoughts regarding allowing internally illuminated signs in the Village.

- Glenview Design Guidelines – Downtown Signs

On December 19, 2019, the Design Review Board reviewed the request that the Village consider amending the Village Design Regulations to allow internally illuminated signs. Attachment A contains a staff report on park issues as well as excerpts from the December 19 DRB meeting. After hearing a presentation from staff and comments from the owner of Beat Street, all five members of the Design Review Board that were present concurred that they would be open to allowing internally illuminated signs. However, the Village will need to give careful thought regarding such regulations and design guidelines to ensure that internally illuminated signs be of an appropriate design. In response to the Beat Street owner's specific interest in being allowed an "Open" sign made of neon or other similar exposed bulbs, Board members had mixed reactions. Some members thought such signs, when appropriately designed, would be appropriate. Others did not, and other members thought such signs would not be necessary if a business was allowed to have an internally illuminated sign with its name and business logo.

- Cherry Hill Village, CO – Sign Regulations
- Greenwich, CT – Sign Regulations
- Mission Hills, KS - Sign Regulations
- Piedmont CA – Sign Regulations
- Radnor, PA – Sign Regulations & Design Guidelines

At the February 4, 2020 Village Council meeting, staff requests direction from the Council regarding whether or not the Design Review Board should continue to study and make a formal recommendation regarding allowing internally illuminated signs in the community. If the Design Review Board should continue to study the issue, does the Council wish to provide any further direction to the Board regarding the issue?

- Pasadena, CA
- Santa Barbara, CA

Attachment A: Internally Illuminated Signs Staff Report and Draft Minutes from the December 19, 2019, Design Review Board meeting

On the following pages are excerpts from the Village's sign code and design guidelines regarding sign illumination. Following that are excerpts from the above communities' sign codes or design guidelines regarding sign illumination that staff found to be the most potentially applicable to Winnetka (starting on page 6).

Since the DRB's last discussion regarding this issue, staff has had further conversations with community

development staff from nearby communities. The following tables summarizes what we currently understand in terms of the types of structural signs that are allowed to be internally illuminated in these communities' core commercial districts.

Internally Illuminated Signs Allowed in Core Commercial (Downtown) Districts

	Glencoe	Highland Park(e)	Kenilworth	Northfield (a)	Wilmette	Winnetka
Awning Signs				(b)		
Ground Signs	Allowed			Allowed	Allowed	
Neon or Similar Gaseous Tube Signs	Allowed (c)				Allowed (d)	
Projecting Signs				(b)		
Wall Signs	Allowed			Allowed	Allowed	
Window Signs				(b)	Allowed	

- (a) Northfield - For internally illuminated signs, only the copy, display and logo shall be of translucent materials, the background of such signs shall be of opaque materials.
- (b) Northfield – Awning, projecting, and windows signs cannot be illuminated, either externally or internally.
- (c) Glencoe - Neon signs allowed on case by case basis with approval of Plan Commission
- (d) Wilmette – Neon signs allowed, but not within 66 feet of a residential district.
- (e) Highland Park – A variation may be granted by the Design Review Commission to vary from the sign illumination restrictions, which does not allow signs in the neighborhood and downtown zoning districts to be internally illuminated.

WINNEKTA

Sign Regulations

"Externally illuminated sign" means a sign that is illuminated by directing a source of artificial light at the face of the sign.

"Internally illuminated sign" means a sign that is illuminated by a source of artificial light that directs the light through one or more translucent surfaces of the sign from within or behind it, rather than at the face of the sign. Internally illuminated signs include neon signs and similar illuminated gaseous tube signs with exposed lighting components. (Section 15.60.050 Definitions)

Externally illuminated signs are allowed. Internally illuminated signs, as well as animated signs, are prohibited by the sign regulations. The definition of an animated sign is:

"Animated sign" means a sign that uses flashing or moving parts, bright color or light, or movement of any kind. Examples of such signs include pennants, banners, streamers, balloons, search lights, beacons and flashing lights.

An animated sign is different from a changeable copy sign:

"Changeable copy sign" means a sign other than a bulletin board, all or part of which uses characters, letters or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign, and not a changeable copy sign for purposes of this code.

A television screen or video monitor would be considered an internally illuminated sign. Also it would

be considered an animated sign if its message changes more than eight times per day.

Given the internally illuminated signs in question have been windows signs, it is important to note that a window sign is defined as follows:

"Window sign" means a sign, picture, symbol, or combination, applied or attached to the exterior or interior of a window, or located within five feet of the interior side of a window and displayed so that it is visible from the exterior of the window. For purposes of this code, displayed merchandise or products shall not be considered a window sign. (Ord. MC-209-98 § 2 (part), 1998: prior code § 27.05)

If a "sign, picture, symbol, or combination" is located more than five feet from the interior side of a window, it is not considered a window sign by the Village's sign ordinance, and is not regulated by the Village's sign regulations. A business is able to visibly display an internally illuminated sign or an animated sign if either is more than five feet from the interior side of a window.

Section 15.60.130 General standards

B. Illumination.

1. Location and Design of Light Source. The source of light for any externally illuminated sign shall be located, shielded and directed so as not to be directly visible from any dwelling or public street. No receptacle, device, fixture or housing for a light fixture shall project more than three inches into the right-of-way of any public street, sidewalk, parkway, alley or public place (except that such an electrical device more than eight feet above the adjoining sidewalk may project a maximum of twenty (20) inches into a public right-of-way).

2. Location of Externally Illuminated Signs on Building. No externally illuminated signs, whether displayed on a building or as a window sign, shall be displayed above the second floor window sill level of the building.

3. Externally Illuminated Signs Adjacent to Residential Zoning Districts. No externally illuminated sign shall be located within, or within one hundred (100) feet of the boundary of, any residential zoning district, if an illuminated face of such sign is parallel with or at an angle of less than forty-five (45) degrees from the residential zoning district boundary or otherwise has an adverse visual impact on adjacent residential properties; provided that, this restriction shall not apply if the property is in a multifamily zoning district and is not used for residential purposes.

4. Display Case Sign Light Source. The source of light for any externally illuminated display case sign shall be located, shielded and directed so as to direct the light to the contents of the display case sign only, and shall not be directly visible from any dwelling or public street.

Winnetka Design Guidelines

d. Building Signage

Commercial signs should reflect the character of the building style, while expressing each store's individuality. There are several prominent sign styles that are appropriate to Winnetka: surface mounted, pin-mounted, interior, decal and projecting blade signs. Sign materials are limited to painted wood, canvas, architectural glass and metal [NOTE: Would need to amend for internally illuminated signs]. Sign color must harmonize with the building upon which it is mounted and adjacent structures. Background colors for the body of the sign are limited to earth tones and primary colors, whereas pastels, neon and secondary colors are not allowed. Lettering color can be unique to the image of the retailer/user. Metal sign and plaque material such as brushed bronze, antique bronze, aluminum, stainless steel and painted cast iron or similarly appearing materials are preferred. Highly reflective metallic signs are not allowed. Signs should be lit by marquee or spot lighting; neon lighting is not permitted. [NOTE: Would need to amend for internally illuminated signs]. Spot lighting should be minimal and unobtrusive and, per the Village Code, the source of illumination shall not be visible from any street, sidewalk or dwelling. Simplified industrial light fixtures are not permitted. Contextual solutions are recommended. The majority of the signs will be mounted within the building's sign band, defined as the wall area located above the ground floor storefront opening and below the second floor windowsill, and is located a minimum of 8'-0" above grade and a maximum of 15'-0" above grade.

Signs must comply with the general provisions of the Winnetka Sign Ordinance as well as design provisions contained within these Design Guidelines.

1. Surface mounted commercial signs are either fabricated from painted wood or cast metal plaques and are to be mounted within the sign band or within the storefront transom. The height of the sign is restricted to 75% of the area of the sign band or 14 inches - whichever is less. [NOTE: Would need to amend for internally illuminated signs]. The sign band of a building consists of the area located above the ground floor storefront opening and below the second floor windowsill, and is located a minimum of 8'-0" and a maximum of 15'-0" above grade. Refer to figures 28, 29, and 30 for location. Surface mounted or pin-mounted signs are not permitted on secondary elevations without a defined sign band.
2. Pin-mounted commercial signs consist of reverse channel, cast metal and flat cut metal letters mounted above the storefront in the masonry sign band or suspended in front of the storefront at the transom or recessed entry. The size of the lettering is restricted so that the height of the letters does not exceed 75% of the height of the sign band or 14 inches - whichever is less. The length of the lettering is to be contained within 75% of the length of the sign band. (See figure 38)



Figure 38

3. Interior signs floating independently are set behind the glass either at the transom or at the sill of the storefront and are lit from a separate source. [NOTE: Would need to amend for internally illuminated signs]. This sign must adhere to the size limitations of the decal signs. (See figure 39)

Figure 39



4. Decal Signs are defined as painted or vinyl transfer letters and numbers. Decal signs can be mounted within the transom and at the lower section of the storefront window area so as not to interfere with the merchandising. The decal sign area at the lower section of the window can occupy up to 10% of the glass area of a single pane. Decals mounted at the transom are restricted to 50% of the area of the transom. Decals located at the lower section of the main display area are to be limited to 6" in height unless they contain store operation hours, which are restricted to 2". (See figure 40)



Figure 41

5. Projecting blade commercial signs can be round, square or vertical, mounted from the face of the building at the second floor level between the windows or at the head of the storefront and are oriented to pedestrian scale. The signs are to be mounted on fixed hardware; no swinging or chain-mounted signs are allowed. The dimensions of the sign are not to exceed 6 square feet (36" high and 24" deep) (See figure 41). If illuminated, the signs should be lit with an unobtrusive light source. [NOTE: Would need to amend for internally illuminated signs].
6. Incidental wall signs such as building management identification and directory signs should be integrated into a single sign and be constructed of brushed bronze, antique bronze or painted cast iron. Such signs should not be placed on the prominent street front facade and should be directed to public residential entries.

NAPERVILLE – SIGN REGULATIONS

Backlit Illumination - A method of internal illumination which the sign is illuminated from within and light is projected back onto the supporting surface to create a halo effect around the sign copy. Also commonly known as “halo illumination”.

BACKLIT ILLUMINATION:



Bare Bulb Illumination - Exposed or uncovered lighting elements used for illumination of a sign, including but not limited to exposed light bulbs.

BARE BULB ILLUMINATION:



Downtown Central Business District

Wall, Awning & Canopy Signs

4.1.4 Illumination: External illumination and internally illuminated individual channel letter signage is permitted. Internally illuminated box signs shall only be permitted when accessory to a primary sign and letters/sign copy must be dimensional, unless otherwise approved by the Zoning Administrator.

Window Signs – Does not say whether or not they can be illuminated. Assume they cannot.
Blade (Projecting) Signs - 4.5.4 Illumination: Shall be limited to external illumination only.

6-15-8: - ILLUMINATION: Internally or externally illuminated signs shall be permitted, per the regulations of this Chapter, provided they meet the following requirements:

1. Signs shall be illuminated only by steady, stationary, shielded or shaded light sources directed solely at the sign or internal to it so that the light intensity or brightness does not create either a nuisance to adjacent property or a traffic hazard for motorists or pedestrians.
 2. Individual letters or logos may be internally illuminated. All other portions of the sign shall be opaque.
 3. No exposed reflective type bulb and no strobe light shall be used.
 4. Illuminated signs shall produce no more than thirty (30) foot-candles of illumination, four (4) feet from the sign.
 5. Whenever external illumination is used to illuminate a sign, the source of light shall be located, shielded, and directed in such a manner that the light source is not visible from a public street or private residence.
-

OAK PARK

Section 7-7-9 – General Construction & Design Standards

D. Illumination:

1. Any sign illumination, including gooseneck reflectors and internally illuminated signs, and all electronic signs must be designed, located, shielded and directed to prevent the casting of glare or direct light upon roadways and surrounding properties, or the distraction of motor vehicle operators or pedestrians in the public right-of-way. In the case of internally illuminated signs, the sign face must function as a filter for any illumination.
2. No sign illumination shall exceed one (1) footcandle of illumination at the property line.
3. The use of neon lighting as an accent is permitted for projecting, window and wall signs in the Downtown, Neighborhood Commercial and Corridor Commercial Sign Overlay Districts, subject to the following:
 - a. Neon lighting shall be used as an accent material on projecting and wall signs, such as for letters, logos and/or sign details. No projecting, window or wall sign may be entirely illuminated with neon.
 - b. Neon lighting on projecting and wall signs shall not be illuminated during the daylight hours. When lit, neon lighting must be continuously illuminated. Flashing neon is prohibited.
 - c. Neon lighting on projecting and wall signs shall not be combined with any reflective materials (e.g., mirrors, polished metal, highly-glazed tiles, or other similar materials) that would cause glare and increase the spread of light.
4. Neon lighting to outline buildings or building elements, such as doors and windows, is prohibited.



Illustration of neon as a lighting accent for wall and projecting signs

Projecting Sign – Additional Illumination Standards

External illumination, such as goose-neck type lighting, is permitted on projecting signs provided that illumination is concentrated on the area of the sign face only. Projecting signs may be internally illuminated in the Downtown and Corridor Commercial Sign Overlay Districts only, provided internally illuminated signs are constructed with an opaque background with only letters, logos and/or details as translucent features.

Window Signs – Additional Illumination Standards

3. Neon window signs are considered a window sign and must be included in the twenty-five percent (25%) limitation. However, no more than fifteen percent (15%) of total window area may be comprised of neon window signs. Neon window sign area is measured by the height and width of the sign. Neon window signs are prohibited in all Residential Sign Overlay Districts.

Awnings – Additional Illumination Standards

4. Awnings and canopies shall be constructed out of canvas or canvas-like material treated for fire resistance. Back-lit and metal awnings and canopies are prohibited.

ELECTRONIC SIGN: Signs whose alphabetic, pictographic or symbolic informational content can be changed or altered on a fixed display screen composed of electrically illuminated segments. For the purposes of this Code, electronic signs within ground or wall signs are regulated as one (1) of the two (2) following types:

A. **Electronic Display Screen.** A sign, or portion of a sign, that displays an electronic image or video, which may or may not include text. This definition includes television screens, plasma screens, digital screens, flat screens, LED screens, video boards and holographic displays.

B. **Electronic Message Sign.** Any sign, or portion of a sign, that uses changing lights to form a sign message or messages in text form wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. "Time and Temperature Devices" are not considered electronic message signs.

7-7-16: ELECTRONIC SIGN CONSTRUCTION AND DESIGN STANDARDS:

Electronic display screens are permitted in the Downtown and Neighborhood Commercial Sign Overlay Districts only. Electronic message signs are prohibited. Electronic display screens must comply with the following:

1. Electronic display screens are limited to six (6) square feet.

2. Electronic display screens must be mounted such that the highest portion of the sign is no higher than seven (7) feet above grade and shall not cover prominent architectural features. Electronic display screens that are mounted on, in front of, or inside transparent window areas shall be included in the calculation of window sign area.
 3. Electronic display screens are permitted as wall or window signs only.
 - a. When an electronic display screen is used as a window sign, the electronic display screen shall be included in the twenty-five percent (25%) window sign area maximum for permanent window signs.
 - b. When an electronic display screen is used as a wall sign, the electronic display screen shall be included in the maximum permitted amount of wall sign area.
 4. Only one (1) electronic display screen is permitted per zoning lot.
 5. No electronic display screen shall display messages or images of off-premises advertising.
 6. Each message or image displayed on an electronic display screen must be static or depicted for a minimum of eight (8) seconds. Animation, streaming video and images which move or give the appearance of movement are prohibited. No text message may blink, flash or mimic strobe-lighting effects.
 7. No illumination from any electronic display screen may glare into any residential premises or interfere with the safe movement of motor vehicles on public thoroughfares.
 8. No electronic display screens may have audio speakers or any audio component.
 9. Electronic display screens must comply with the light trespass requirements of Section 7.7.9.D.2.
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DEERFIELD APPEARANCE CODE

Internally illuminated box signs generally do not integrate well into a building's façade and are discouraged.

If internally illuminated box signs are used, it is recommended the sign panels be opaque so that only the text is illuminated, not the background.

The sign's light source must be fixed and concealed, (Zoning Ordinance 9.01—D,1), including but not limited to prohibiting exposed neon and exposed LED signs.

BARRINGTON SIGN DESIGN GUIDELINES

Sign Lighting

- a. Signs that are illuminated by an external source of light are encouraged.
- b. Internally illuminated cabinet signs tend to stand out and do not appear integrated with the building's façade
- c. Arrange any external lighting such that the light source is directed away from passersby, adjacent properties and motorists.
- d. The use of backlit , individual letter signs (reverse channel letter signs) is encouraged.
- e. If internally illuminated cabinet signs are use, their sign panels should be opaque so that when illuminated only the lettering, not the background, is illuminated.
- f. Electrical transformer boxes and raceways should be concealed from public view. If a raceway cannot be mounted internally behind the finished exterior wall, the exposed raceway should be

finished to match the background wall and should never extend beyond the area of the sign's lettering or graphics.

- g. All exposed conduit and junction boxes should be appropriately concealed from public view.
- h. Blinking, rotating, flashing, changing, or reflecting lights are prohibited.

Additional Regulations

- Internal illumination of projecting signs is prohibited.
- Internally illuminated wall cabinet signs are prohibited.



Gooseneck lighting is encouraged.



Raceway does not extend beyond sign face.



Backlit letter signs are encouraged.

LAKE FORREST – DESIGN GUIDELINES FOR SIGNAGE & AWNINGS IN THE OFFICE & CENTRAL BUSINESS DISTRICTS

Market Square

- Signs within Market Square may not be illuminated.

HIGHLAND PARK SIGN REGULATIONS

Sec. 150.2007. - Illumination.

(A) *Location and Design of Light Source.*

- (1) Whenever an external artificial light source is used for a Sign, that source shall be located, shielded, and directed so as to (a) restrict the extent of the lit area to the Sign face, and (b) not be directly visible from any public street or private residence.
 - (2) No unshielded light or string or string of lights shall be permitted.
 - (3) **No Sign shall be internally illuminated, except that:** (a) Signs in the B3 (Highway Commercial), HC (Healthcare Commercial), and I (Industrial) Districts may be internally illuminated, provided that only the lettering or logo, or both, on the Sign is internally illuminated; (b) Ground Signs serving a motor vehicle salesroom or a new or used motor vehicle sales facility located in the B3 or I Districts may be fully internally illuminated; (c) the lettering, logo, and pictorial representations of the prices and products displayed on Menu Board Signs serving a Drive-Through Facility that is accessory to a Restaurant may be internally illuminated; and (d) electronic message boards or LED screens incorporated into City-owned Governmental Signs may be internally illuminated.
 - (4) Ground-mounted light fixtures shall: (a) be no higher than 16 inches; (b) have a finish color of non-contrasting black, gray, brown, or other color which minimizes the visibility of the fixture; and (c) screened year-round by landscape plantings so as to not be directly visible from street rights-of-way or residential uses.
- (B) *Level of Illumination.* All artificial illumination shall be designed, located, shielded, and directed to illuminate only the Sign Face or Faces and to prevent the casting of glare or direct light upon adjacent property or streets. No artificial illumination shall exceed one-half foot candle at any residential Lot line.
- (C) *Restriction on Hours of Illumination.* Signs that are located (i) in the B2, B4-4, B4-5, B4-6, and B5 Districts, and (ii) on, adjacent, or contiguous to Broadview Avenue, Deerfield Road, Judson Avenue, Laurel Avenue, or that portion of Elm Place located east of St. Johns Avenue may be illuminated only until (i) 11:00 p.m. or (ii) the time that the activity to which the Sign pertains has closed for business, whichever is later
- (D) *Flashing Lights Prohibited.* Except for electronic message boards or LED screens incorporated into City-owned Governmental Signs, no flashing, blinking, or intermittent lights, nor any illumination that has a change in light intensity, shall be permitted.
- (E) *Illumination of Temporary Signs Prohibited.* No Temporary Sign shall be illuminated.
- (F) *Exposed Neon.* The use of exposed neon shall be permitted only as a Window Sign that is intended to identify that a business is open for operation. Such signs shall not exceed a Sign Area of 2 square feet in the B3 and I zoning districts and 54 square inches in all other zoning districts.

Sec. 150.2031. - Variances.

(C) *Specific Authorized Variances.*

- (1) *Plan and Design Commission.* The Plan and Design Commission shall have the right to grant or deny a variance for the following specific purposes, but only in accordance with the standards and procedures set forth in this Section 150.2031. Except as specifically authorized pursuant to Section 150.2031(C)(1)(k) of this Article, this Section 150.2031(C)(1) shall not apply to Temporary Signs

- (f) To permit a variance from the Sign illumination restrictions contained in Section 150.2007 of this Chapter.

NORTHFIELD SIGN REGULATIONS

- (9) An internally illuminated sign may have no transparent surfaces and may display only letters, trademarks or logos.
- (10) Any illuminated sign shall be extinguished between the hours of eleven o'clock (11:00) P.M. and seven o'clock (7:00) A.M., except that such sign may remain illuminated during such times as the activity to which the sign pertains is open for business during eleven o'clock (11:00) P.M. and seven o'clock (7:00) A.M.
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WILMETTE SIGN REGULATIONS

Sec. 30-16.6. - General sign standards.

(f) *Illumination.*

- (1) All sign illumination must be designed, located, shielded and directed so as to prevent the casting of glare or direct light upon adjacent publicly dedicated roadways and surrounding properties.
 - (2) In no case may the lighting intensity of any sign, whether from internal illumination or external illumination, exceed seventy-five (75) footcandles when measured with a standard light meter perpendicular to the face of the sign at a distance equal to the narrowest dimension of the sign.
 - (3) No sign may be illuminated between the hours of twelve o'clock (12:00) a.m. and six o'clock (6:00) a.m. unless the activity displaying the sign is open for business during those hours. The Zoning Administrator is authorized to grant an exemption from this provision to provide for the security and safety of the use on the property.
 - (4) Goose-neck reflectors and lights are permitted provided that they concentrate the illumination upon the area of the sign so as to prevent glare upon the street or adjacent property. Any device used to provide external illumination for a sign may project no more than eighteen (18) inches from the face of the sign.
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PASADENA, CA

General Lighting Guidelines

5. Sign illumination.

a. Use illumination only if necessary. Like color, illumination can provide more effective visual communication, or it can confuse the sign's message. Consider if the sign needs to be lighted at all. Lights in the window display may be sufficient to identify the business. This is particularly true if good window displays and graphics are used.

b. Use a projected light source. If the sign can be illuminated by a projected light (e.g., spotlight), this is usually the best arrangement because the sign will appear to be better integrated with the building's architecture. Light fixtures supported in front of the sign cast light on the sign and generally a portion of the building's face as well. Projected lighting emphasizes the continuity of the structure's surface and signs become an integral part of the facade. This is not the case with internal illumination.

c. Use small light fixtures. The use of small, unobtrusive fixtures for external (projection) lighting is encouraged. Avoid the use of oversized fixtures that are out of scale with the sign and structure.

d. Internal illumination. Individually illuminated letters, either internally illuminated or back-lighted solid letters (reverse channel) are a preferred alternative to internally illuminated plastic cabinet (can) signs. Signs comprised of individual letters mounted directly on a structure can often use a distinctive element of the structure's facade as a backdrop, thereby providing a better integration of the sign with the structure.

d. Cabinet signs. The use of internally illuminated cabinet signs is not allowed, except as projecting signs. When such signs are proposed, the background field is required to be opaque so that only the lettering appears illuminated (e.g., routed or push-through lettering/graphics). When the background is not opaque, the entire sign face becomes bright and the sign becomes visually separated from the building. As a result, this type of sign can disrupt the continuity of the facade.

e. Shield the light source. Whenever projection lighting is used (fluorescent or incandescent), care should be taken to properly shield the light source to prevent glare from spilling over into residential areas and any public right-of-way. Signs should be lighted only to the minimum level required for nighttime readability.

f. Electrical raceways and conduits.

(1) Electrical transformer boxes and raceways are required to be concealed from public view. If a raceway cannot be mounted internally behind the finished exterior wall, the exposed metal surfaces of the raceway should be finished to match the background wall, or integrated into the overall design of the sign.

(2) If raceways are necessary, they should be as thin and narrow as possible and should never extend in width or height beyond the area of the sign's lettering or graphics.

(3) All exposed conduit and junction boxes should also be concealed from public view.

Central Business District Sign Illumination Guidelines

b. Illumination.

(1) Internally illuminated cabinet (box construction) signs are allowed as projecting signs only. Such signs are required to have nonilluminated (opaque) face panels so that, only letters and/or logos appear to be back-lighted. Internally illuminated letters (routed/stenciled/embossed) may be plastic, however, the background area of the sign panel should *not* have a glossy reflective surface. Stenciled panels with push-through graphics are strongly encouraged.

(2) External lighting fixtures that project are the preferred method of lighting signs in the CD zoning district. Light fixtures supported on the front of the building cast light on the sign and usually a portion of the face of the building as well. External lighting emphasizes the continuity of the building's surface and signs appear to be more of an integral part of the building's facade.

(3) Light fixtures used for externally illuminated signs should be simple and unobtrusive in appearance and size. Fixtures should not obscure the graphics of the sign.

(4) Neon back-lighted signs with opaque, reverse channel letters, neon backlighted signs with dimensional Plexiglas letters, and signs with illuminated openface, channel letters are appropriate forms of illuminated signs. Exposed neon tubing script is also an appropriate alternative.

c. Electrical raceways and conduits.

(1) Electrical transformer boxes and raceways are required to be concealed from public view. If a raceway cannot be mounted internally behind the finished exterior wall, the exposed metal surfaces of the raceway should be finished to match the background wall, or integrated into the overall design of the sign.

(2) If raceways are necessary, they should be as thin and narrow as possible and should never extend in width or height beyond the area of the sign's lettering or graphics.

(3) All exposed conduit and junction boxes should also be concealed from public view.

Freestanding Signs

e. Freestanding signs may be internally illuminated; however, the sign copy is the only portion that is allowed to be illuminated. The sign background or field shall be opaque. Signs with individual letters, or stenciled panels with push-through graphics are encouraged.

SANTA BARBARA, CA (ADOPTED 2017)

Neon or LED signs should be for business identification only;

Projecting internally illuminated signs detract from the architecture and are thus unacceptable;

Preference for use of dark background in internally illuminated cabinets (ground signage);

Historic District - In general, lettering over ten inches (10") in height, the use of plastic, or internally illuminated signs are not allowed;

6. Lighting:

a. If lighting plans are not submitted with the sign application, it will be assumed that the sign is not to be illuminated. Any lighting installed subsequently will be illegal;

b. Generally, sign lighting should reflect a traditional approach and should be subservient to the signage itself. It is inconsistent with the ambiance of Santa Barbara to utilize lasers, moving or blinking lights, or optically projected images. Lighted signs shall be designed so that they are not unnecessarily bright.

Lighting plans shall include product literature from the manufacturer for any new light fixture(s) to be used and should be consistent with the following guideline specifications:

- (1) Externally illuminated ground signs should generally be lit with linear or compact fluorescent lamps, Light Emitting Diode (LED), or low wattage halogen. Fixtures that accept screw-in floodlights are not allowed, except for shielded fixtures that are only capable of accepting a PAR-16 or PAR-20 halogen lamp. Fixtures should be located and aimed to confine light to the sign and should be shielded from view by use of landscaping or architectural elements.
- (2) Internally illuminated ground signs and wall-mounted cabinet signs with illuminated faces are discouraged due to their inconsistency with the ambiance of Santa Barbara. When used, dark backgrounds with lighter graphics are preferred. When a dark background is not proposed, it is especially important that the background be rendered opaque, allowing light to come through the graphics only. The depth of sign cabinets shall be kept to the minimum necessary. This sign type is not allowed in El Pueblo Viejo.
- (3) Halo-lit or back-lit signs, also known as “reverse pan channel” letters, have opaque faces and sides, and are preferred over face-lit or “pan channel” letters. Letters are internally illuminated with neon or Light Emitting Diode (LED), and should be the least depth feasible for the light source used. White illumination is preferred, and should be a warm white and the minimum intensity necessary. Excessive illumination can tend to “bleed” around letters and make them less legible. Dimmers for adjusting the intensity of LEDs are not acceptable, as there is no means of controlling future upward adjustments. Letters should be individually mounted to the building and are not permitted to be installed on an electrical “raceway” channel or cabinet unless it can be aesthetically incorporated into the sign as a design element.
- (4) Face-lit channel letters or “pan channel” letters have translucent faces and opaque sides. Letters are internally illuminated with neon or Light Emitting Diode (LED), and should be the least depth feasible for the light source used. Illumination should be the minimum intensity necessary. Excessively bright face-lit letters tend to visually “vibrate” and contribute to glare and skyglow. Letters should be individually mounted to the building and are not permitted to be installed on an electrical “raceway” channel or cabinet unless it can be aesthetically incorporated into the sign as a design element. This sign type is not allowed in El Pueblo Viejo.
- (5) Externally illuminated wall signs and hanging signs should generally be lit with compact fluorescent lamps, Light Emitting Diode (LED), or with low-wattage halogen. Fixtures that accept screw-in floodlights are not allowed, except for shielded fixtures that are only capable of accepting a PAR-16 or PAR-20 halogen lamp. Fixtures should be located and aimed to confine light to the sign and to minimize glare from the vantage point of pedestrians or vehicles. Wherever possible, fixtures should be integrated into, or concealed by, architectural elements. Exposed conduits on walls are not allowed.
- (6) Ambient light from existing lighting on the building and from nearby streetlights should be considered in the review of wall signs and hanging signs, as there may already be sufficient illumination. Especially in El Pueblo Viejo, use of traditional lanterns is encouraged to provide illumination.

(7) Fluorescent and Light Emitting Diode (LED) lamps should be warm to neutral color temperature (2700K to 3500K). Fluorescent lamps in internally illuminated cabinets may be 4100K. Fluorescent lamps should not be of the High Output (HO) or Very High Output (VHO) type.

(8) Mounting of light fixtures on roofs to illuminate wall signs above a roof is not allowed.

c. Exposed spot lights and electrical conduits are not acceptable. Spot lights shall be shielded and/or screened from public view by architectural details or plantings.

d. The use of lanterns and other forms of decorative lighting is encouraged.

Lighting plans shall include product literature from the manufacturer for any new light fixture(s) to be used and should be consistent with the following guideline specifications:

- (1) Externally illuminated ground signs should generally be lit with linear or compact fluorescent lamps, Light Emitting Diode (LED), or low wattage halogen. Fixtures that accept screw-in floodlights are not allowed, except for shielded fixtures that are only capable of accepting a PAR-16 or PAR-20 halogen lamp. Fixtures should be located and aimed to confine light to the sign and should be shielded from view by use of landscaping or architectural elements.
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c. Exposed spot lights and electrical conduits are not acceptable. Spot lights shall be shielded and/or screened from public view by architectural details or plantings.

d. The use of lanterns and other forms of decorative lighting is encouraged.



Agenda Item Executive Summary

Title: Resolution No. R-44-2021: Purchase of Northfield Substation Transformer (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 04/20/21

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, 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 awarded manufacturing and installation contracts for the switchgear (Resolution No.'s: R-44-2020 & R-74-2020) and the transformer fire wall (Resolution No.'s: R-10-2021 & R-11-2021).

In 2020, the Village entered into a contract (Resolution No. R-64-2020) with Strand Associates for the professional services required to develop specifications for the 138 kV to 12.47 kV substation transformer.

Executive Summary:

On February 25, 2021 the Village issued Request For Bid #021-006 for the purchase of a 138kV to 12.47kV substation transformer. In addition to the transformer, the successful vendor will provide commissioning and training services upon installation.

The transformer for this project must be manufactured with specific physical dimensions and electrical characteristics such that it can be installed in the existing substation yard, and is compatible with the Village's electric distribution system. Within the bid document, staff also requested pricing for an option (bid Alternate No. 1) that permitted each vendor to quote a load-tap-changer (LTC) change beyond the Reinhausen Manufacturing design specified in the bid. The LTC is fitted to a transformer for regulation of output voltage.

Some additional requirements contained in the bid document included: use of a non-flammable insulating fluid in the main tank; a five year warranty; commissioning and training services; a schedule for progress payments and the evaluation criteria for electrical losses.

Four companies provided bid responses with bid amounts of \$860,500 to \$1,032,145. The bid analysis was performed by Strand Associates (Reference Exhibit 1). Upon initial receipt of the bids, all four bidders were deemed non-responsive, since each of the bid responses included a variety of technical and/or legal exceptions. The bid analysis also included an evaluation of transformer losses for each bid submitted. Inherent to the transformer's design are electrical losses. The cost of these losses is added to the purchase cost of the transformer to arrive at a total cost for comparison.

After reviewing the bids and the consultant's bid analysis, staff entered into discussions with WEG Transformers USA. Their bid was the lowest cost in terms of purchase price and evaluated cost with losses. WEG Transformers' initial bid response contained exceptions to the terms & conditions and the design of the secondary termination cabinet.

Following the discussion with staff and the consultant regarding their bid response and after further consideration, the manufacturer agreed to execute the terms and conditions contained in the original bid document. WEG Transformers also provided drawings to clarify that their design will incorporate the required side-mounted secondary termination cabinet.

Executive Summary (continued):

Based on these subsequent discussions and submittals from WEG Transformers, Strand Associates has recommended awarding a contract to WEG Transformers USA in the amount of \$860,500 (Reference Engineer's Resulting Bid Tabulation). The vendor's transformer conforms to both the technical and physical requirements for the project and will include the Reinhausen Manufacturing load tap changer. The bid amount is lower than the Engineer's Estimate of \$950,000.

Resolution No. R-44-2021 rejects all bids, waives bidding requirements, and approves a contract with WEG Transformers USA LLC for a 138kV to 12.47kV substation transformer in an amount not to exceed \$860,500.

The 2021 Electric Fund contains \$658,000 (account #500.42.36-660) for the purchase of the substation transformer. During development of the budget, it was anticipated that manufacturing lead time for the transformer would likely exceed one year. As such, the Five Year Capital Plan contains an additional \$482,000 of funding in fiscal year 2022. Based on the payment schedule in the bid document and the quoted lead time of 48 weeks, the progress payments are projected at \$387,225 for 2021 and \$473,275 in 2022. A detail of the payment schedule is shown below.

15% (\$129,075) of Contract upon approval of shop drawings

20% (\$172,100) of Contract upon start of fabrication of the transformer tank

10% (\$86,050) of Contract upon start of fabrication of the load-tap-changer

35% (\$301,175) of Contract upon delivery of the transformer and acceptance by owner at the project site

20% (\$172,100) of Contract, less value of known incomplete items, after substantial completion, commissioning & training

Upon award of the contract for the transformer, staff will proceed with the issuance of a Request For Bid for the installation services required to install the transformer within the substation yard. The cost for this scope of work is currently estimated at \$145,000.

Recommendation:

Consider adoption of Resolution No. R-44-2021 rejecting all bids, waiving bidding requirements and awarding a contract to WEG Transformers USA LLC for a 138kV to 12.47kV substation transformer in an amount not to exceed \$860,500.

Attachments:

- 1) Resolution No. R-44-2021
- 2) Exhibit 1: Engineer's Resulting Bid Tabulation dated April 1, 2021

ATTACHMENT 1

R-44-2021

A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS, AND AWARDING A CONTRACT TO WEG TRANSFORMERS USA LLC FOR A 138KV TO 12.47KV SUBSTATION TRANSFORMER

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

WHEREAS, on February 25, 2021, the Village issued Request for Bid #021-006 ("**Requests for Bids**") for the purchase of a 138 kV to 12.47 kV substation transformer ("**Transformer**"), and the commissioning of the transformer, and training Village personnel on using the transformer (collectively, "**Services**"); and

WHEREAS, the Village received four bids ("**Bids**") to provide the Transformer and Services, and opened the Bids on March 25, 2021; and

WHEREAS, all bidders took exception to the technical specifications for the Transformer and legal terms in the Requests for Bids and, thus, are non-responsive Bids; and

WHEREAS, because all of the Bids were non-responsive, the Village Board has determined that it is in the best interests of the Village to reject all Bids; and

WHEREAS, the Village negotiated a favorable rate and reasonable contract terms from WEG Transformers USA LLC ("**Vendor**") for the purchase of the Transformer and Services; and

WHEREAS, the Village Council desires to enter into a contract with Vendor for the Village to purchase Transformer and Services from Vendor in an amount not to exceed \$860,500 ("**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 Vendor for the Transformer and Services;

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

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

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

April 20, 2021

R-44-2021

SECTION 3. 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 Transformer and Services.

SECTION 4: APPROVAL OF CONTRACT. The Village Council hereby approves the purchase of the Transformer and Services pursuant to the contract with Vendor substantially in the form attached to this Resolution as **Exhibit A ("Contract")**.

SECTION 5: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Vendor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Vendor 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 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 20th day of April, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

April 20, 2021

R-44-2021

**VILLAGE OF WINNETKA
CONTRACT FOR THE SUPPLY OF
138 KV TO 12.47 KV SUBSTATION TRANSFORMER**

Contract Number: 021-006

In consideration of the mutual promises set forth below, the Village of Winnetka, 610 Green Bay Road, Winnetka, Illinois 60093, an Illinois municipal corporation ("*Owner*"), and WEG Transformers USA LLC, 6655 Sugarloaf Pkwy, Duluth, GA 30097-4907, a Georgia Limited Liability Corporation ("*Contractor*"), make this Contract as of _____, 2021, (the "*Effective Date*") and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

B. Number and Format. Contractor must provide submittals as specified in Attachment B, Section 01 33 00 for each Required Submittal.

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

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

1.4 Review and Interpretation of Contract Provisions

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

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

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site: Record Drawings

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

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during

performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

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

1.10 Cleanliness of the Work Site and Environs

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

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

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and

completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own

expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

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

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

3.2 Warranty of Work

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

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

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

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to

make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

B. Additional Insureds. The Comprehensive General Liability insurance coverages required pursuant to this Contract shall name the Persons identified in Attachment A as additional insured parties (the "Additional Insureds"). The coverage afforded the Additional Insureds shall be primary and non-contributory insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of Contractor. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance companies' liability under the insurance policies Contractor maintains shall not be reduced by the existence of such other insurance.

4.3 Indemnification

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

The indemnification obligations of Contractor under this Section 4.3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or Supplier under workers' compensation acts, disability benefit acts or other employee benefit acts.

4.3 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, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof. Contractor may contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

ARTICLE V: PAYMENT

5.1 Contract Price

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

5.2 Taxes and Benefits

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

compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

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

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

1. Contractor may invoice 15% of the Contract Price upon approval of all associated shop drawings as specified in Section 01 33 00-Submittals.

2. Contractor may invoice an additional 20% of the Contract Price upon the start of fabrication of the transformer tank.

3. Contractor may invoice an additional 10% of the Contract Price upon start of fabrication of the Load-Tap-Changer.

4. Contractor may invoice an additional 35% of the contract price upon delivery of the transformer and acceptance by Owner at the project site.

5. Contractor may invoice the remainder of the Contract Price less the value of known incomplete items or necessary corrections upon substantial completion of the start-up and training activities specified in Section 26 12 19-Liquid Filled Substation Transformers.

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

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion must be given

sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("*Punch List Work*").

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

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

5.5 Liens

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

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

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

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

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

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

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the

right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, drawings, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

with a copy to:
Elrod Friedman, LLP
325 North LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

Strand Associates, Inc.
910 West Wingra Drive
Madison, WI 53715
Attention: Andrew Runde

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

WEG Transformers USA LLC
6655 Sugarloaf Pkwy
Duluth, GA 30097-4907
Attention: WTU

with a copy to:
WEG Transformers USA LLC
One Pauwels Drive
Washington, MO 63090
Attention: Alex Crews

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

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

C. **Prevailing Wage Act.** Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

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

7.12 Compliance with Patents

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are

no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

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

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

Village of Winnetka

By: _____

Name: _____

Title: _____

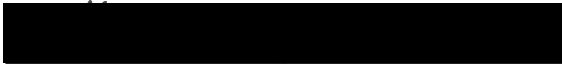
Attest:

By: _____

Name: _____

Title: _____

WEG Transformers USA LLC

By: 

Name: Alex Crews

Title: Sales & Marketing Manager

Attest:

By: 

Name: Andrew Kassebaum

Title: Quotation Engineer

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

**VILLAGE OF WINNETKA
CONTRACT FOR THE SUPPLY OF
138 KV TO 12.47 KV SUBSTATION TRANSFORMER**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:** Work includes supply of a 138 kV to 12.47 kV substation transformer, as well as delivery of the equipment to the work site free on board Winnetka, startup and commissioning services, training services, and coordination with the installation contractor.
2. **Work Site:** Northfield Substation, 91 North Happ Road, Winnetka, IL 60093.
3. **Engineer:** Strand Associates, Inc., of Joliet, Illinois, or such additional or different Person as Owner may from time to time designate in writing to perform any and all functions of the Engineer under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.
4. **Permits, Licenses, Approvals, and Authorizations:**

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations. No permits from the Village are anticipated at this time.
5. **Commencement Date:**

30 days after execution of the Contract by Owner.
6. **Completion Date:**

All equipment shall be delivered to the site **385 days** after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.

All field start-up and commissioning and training services specified shall be provided within 28 days after request by the Village. Contractor shall coordinate field start-up and commissioning and training service dates with the Village.

7. **Insurance Coverage:**

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

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

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

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

All employees must be included as insured.

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

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

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

- E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.
- F. Environmental Impairment/Pollution Liability or pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and provide coverage for incidents occurring during transportation of pollutants. Limits shall be not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.
- G. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.
- H. Deductible. Any deductibles or self-insured retentions must be declared to and approved by Owner. At the option of Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

- I. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

- (1) Comprehensive General Liability
- (2) Comprehensive Motor Vehicle Liability

The Additional Insured endorsement must identify Owner as follows:

The Village of Winnetka, Illinois, and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget. Additional insured coverage shall be provided on endorsements at least as broad as ISO form CG2010 or CG2026 (pre 2004 editions).

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

<u>Additional Insured</u>	<u>Policy or Policies</u>
Strand Associates, Inc.®	Comprehensive General Liability
	Comprehensive Motor Vehicle Liability
	Owner's and Contractor's Protective Liability Insurance

7. Contract Price:

A. LUMP SUM CONTRACT

1. For providing, performing, and completing all Work related to the supply of a 138 kV to 12.47 kV substation transformer, as well as delivery to the work site free on board Winnetka, start-up and commissioning services, training services, and coordination with the installation contractor, the total sum of (*write in numbers only*):

\$ 860,500 WEG Pricing does not include offloading of the transformer,
On site assembly or field testing

2. Required Loss Information:

No-load Losses at Rated Voltage (20°C): 14.21 kW
 Load Losses, ONAN rating (75°C) LTC at Neutral Tap: 60.30 kW
 Load Losses, ONAN rating (75°C) LTC 10% Raise: _____ kW
 Auxiliary Losses, First Step of Forced Cooling: _____ kW
 Auxiliary Losses, Second Step of Forced Cooling: 4.8 kW

Insert the following if Bid Alternative noted below is to be included in the Contract.

B. DEDUCTIVE BID ALTERNATIVE NO. 1

1. For providing, performing, and completing all Work related to providing a vacuum-style load tap changer manufactured by N/A, Model No. N/A, in lieu of and as an equal to the Base Bid Reinhausen RMV-II load tap changer, the sum of (*write in numbers only*):

\$ Alternate not proposed.

The awarded Contract amount will include the Lump Sum Base Bid amount minus Deductive Bid Alternative No. 1 amount, if selected.

8. Progress Payments:

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

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

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

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

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

9. Per Diem Administrative Charge:

\$ 300

10. Standard Specifications:

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

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

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

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

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

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

See Attachment D for any special project requirements.

**VILLAGE OF WINNETKA
CONTRACT FOR THE SUPPLY OF
138 KV TO 12.47 KV SUBSTATION TRANSFORMER**

ATTACHMENT B

SPECIFICATIONS

SECTION 00 01 10

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END OF SECTION

SPECIFICATIONS

SECTION 01 11 00

SUMMARY OF WORK

PART 1-GENERAL

1.01 DIVISION ONE

- A. The requirements of Division 01 apply to all sections of the Contract(s).

1.02 PROJECT SCOPE

- A. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes, and permits necessary to complete the Work as described within the Contract Documents.

1.03 CONTRACT DOCUMENTS-INTENT AND USE

A. Intent of Documents:

1. Singular notations and specifications shall be considered plural where application is reasonably inferred.
2. Mention or indication of extent of work under any division or Specification section is done only for convenience of CONTRACTOR and shall not be construed as describing all work required under that division or section.
3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. CONTRACTOR may not rely upon this listing for determination of scope of work. Other sections of the Specifications not referenced in individual sections shall apply as required for proper performance of the Work.
4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to CONTRACTOR.
5. Symbols for various elements and systems are shown on the Drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from ENGINEER.

B. Use of Documents:

1. CONTRACTOR shall examine all Specifications and Drawings for the Work, including those that may pertain to Work CONTRACTOR does not normally perform with its own forces.
2. CONTRACTOR shall use all of the Project Drawings and Specifications:
 - a. For a complete understanding of the Project.
 - b. To determine the type of construction and systems required.
 - c. For coordination with other contractors.
 - d. To determine what other work may be involved in various parts or phases.
 - e. To anticipate and notify others when work by others will be required.
 - f. And all other relevant matters related to the project.
3. CONTRACTOR is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its Work as may be shown or inferred by the entire set of Project Drawings and Specifications.

1.04 CONSTRUCTION REQUIREMENTS

- A. General Information and Requirements:
 - 1. It shall be the responsibility of CONTRACTOR to not in any way impair the normal operating efficiency of the facilities, regardless of the work underway.
 - 2. Operation of existing facilities will be the responsibility of OWNER. CONTRACTOR shall cooperate with OWNER's staff at all times. A minimum of 48 hours prior to making any process or electrical connections to existing facilities or modification or demolition of existing facilities, CONTRACTOR shall notify OWNER in writing. At the time of notification, CONTRACTOR shall submit a schedule for completion of the Work, including a description of measures that will be taken to minimize the impact to existing facilities.
 - 3. Access: CONTRACTOR shall maintain roadways open at all times to meet OWNER's requirements.
- B. Construction Sequence: CONTRACTOR shall coordinate design visits, equipment deliveries, field modifications, and startup support activities with OWNER and installation contractor.

1.05 CONTRACTOR USE OF SITE

- A. General:
 - 1. OWNER's property lines shall be considered the "area of the site."
 - 2. Construction activities shall be confined within the "area of the site" limits.
 - 3. From the start of work to completion CONTRACTOR is responsible for the care of the site and the premises which are affected by operations of Work of this Contract.
- B. Parking and Deliveries:
 - 1. CONTRACTOR is responsible for control of traffic by vehicles and persons within the limits of its operations.
 - 2. Parking for employees, subcontractors, and agents of CONTRACTOR shall be in areas subject to approval of OWNER.
 - 3. Access to the site for delivery of construction material or equipment shall be subject to approval of OWNER.

1.06 EXISTING SERVICES, OVERHEAD UTILITIES, AND UNDERGROUND FACILITIES INCLUDING STRUCTURES

- A. Interruption of existing services and systems including heating, ventilating, air conditioning, water, sanitary, lighting and power, signal and security will not be permitted unless specifically indicated otherwise. Provide temporary facilities to maintain services.
- B. Work shall not commence until all labor, materials, and equipment are available so Work can continue without interruption or delay.
- C. Cooperate with OWNER and utility companies in keeping respective services in operation and repair any damage.
- D. CONTRACTOR shall not interrupt existing services occupied and used by OWNER or others, except when permitted in writing by OWNER.

- E. CONTRACTOR shall coordinate with overhead utility companies prior to the Work. CONTRACTOR shall provide all necessary temporary and permanent support relocation or temporary and permanent restraint to maintain overhead utilities in service.
- F. CONTRACTOR shall keep an accurate and complete record of all such services encountered and shall provide OWNER a copy of this record. The record shall include a description of the item encountered, opinion as to conditions, and adequate measurements and depths so that the item can be located in the future.

1.07 PROTECTION OF WORK AND IMPROVEMENTS

- A. CONTRACTOR shall protect the property of OWNER, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.
- B. CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.
- C. CONTRACTOR shall keep property, existing improvements, and the Work including structures, mains, fittings, and accessories free from dirt and foreign matter at all times.
- D. Property, improvements, and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of OWNER.

1.08 AVAILABILITY OF LANDS

- A. Easements were not obtained for this Project. CONTRACTOR shall confine its operations, equipment and storage areas to the lands and rights-of-way in which the Project is to be located. CONTRACTOR may enter into written agreements with property owners for use of other lands during construction. Copies of such agreements shall be provided to OWNER.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

Section 01 11 00-3
1619.036/021-006

SECTION 01 29 00

CONTRACT CONSIDERATIONS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: Measurement and Payment–Lump Sum.

1.02 MEASUREMENT AND PAYMENT–LUMP SUM

- A. Payment for Lump Sum projects will be based on the accepted schedule of values for the project.
- B. An acceptable schedule of values will include the following features:
 - 1. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction. Schedule shall be subdivided as necessary by specification section and work area.
 - 2. Identify each line item with the number and title of the respective Specification Section.
 - 3. For each major line item list sub-values of major products or operations under the item.
 - 4. For the various portions of the work:
 - a. Each item shall include a directly proportional amount of CONTRACTOR's overhead and profit.
 - b. For items on which progress payments will be requested for stored materials, break down the value into:
 - (1) The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by ENGINEER.
 - (2) The total installed value.
 - 5. The sum of all values listed in the schedule shall equal the total Contract Sum.
 - 6. Schedule shall include a separate listing of general items such as bonds, insurance, mobilization, demobilization, field supervision, and record documents.
- C. Once a schedule of values is accepted, it shall not be revised, except for changes associated with subsequently executed change orders.
- D. No separate measurement for payment will be performed for Lump Sum Work.
- E. CONTRACTOR shall estimate percentage of Work completed. ENGINEER will review CONTRACTOR's estimate of quantity of Work completed.
- F. Payment will be made based on the percentage of the Contract completed less retainage and/or liquidated damages.
- G. Unless noted otherwise, all Work described in the Specifications and/or shown on the Drawings shall be included in the Lump Sum Bid.
- H. Some technical specification sections may include payment provisions. These provisions are in addition to the provisions of this section which apply to all of the Work.

Section 01 29 00-1

1619.036/021-006

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

Section 01 29 00-2
1619.036/021-006

SECTION 01 31 00

COORDINATION, FIELD ENGINEERING, AND MEETINGS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: Coordination.

1.02 COORDINATION

- A. CONTRACTOR shall coordinate scheduling, submittals, and work of the various sections of the work to provide an efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later. See Section 01 11 00-Summary of Work for specific construction sequence.
- B. CONTRACTOR shall verify utility requirements and characteristics of operating equipment are compatible with building utilities and coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.
- C. CONTRACTOR shall coordinate space requirements with OWNER and installation contractor.
- D. CONTRACTOR shall coordinate completion and cleanup of Work of separate sections in preparation for substantial completion.
- E. CONTRACTOR shall coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of OWNER's activities.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

Section 01 31 00-1

1619.036/021-006

SECTION 01 33 00

SUBMITTALS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
 - 2. To facilitate CONTRACTOR's understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by ENGINEER.
 - 3. The type of submittal requirements specified in this section include construction progress schedule, submittal schedule, shop drawings, product data, samples, maintenance manuals, and other miscellaneous work-related submittals.
- B. Related work described elsewhere: More detailed requirements for submittals are described in other sections of these specifications for some materials and equipment. They are to be considered additional requirements to supplement the requirements specified in this section. Submittals shall conform to Article I of the Contract.
- C. Definitions: "Electronic Submittal" is defined as any submittal transmitted electronically to ENGINEER for review.

1.02 IDENTIFICATION OF SUBMITTALS

- A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least the following information:
 - 1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
 - 2. Name and location of project and identification number.
 - 3. Drawing number and specifications section number to which the submittal applies.
 - 4. Include the date of each submittal or resubmittal.

1.03 GROUPING OF SUBMITTALS

- A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.
- B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

1.04 TIMING OF SUBMITTALS

- A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approval, for possible revision and resubmittal, and for placing orders and securing delivery.

Section 01 33 00-1

1619.036/021-006

- B. The review period for submittals that are received after 3 P.M. shall commence on the following business day.

1.05 CONSTRUCTION PROGRESS AND SUBMITTAL SCHEDULES

- A. Submit preliminary schedules within 10 days of the effective date of the Agreement.
- B. Revise schedules incorporating any comments provided at the schedule review conference required in GC.2.05 and resubmit.
- C. As a minimum, the construction progress schedule shall consist of a horizontal bar chart with a separate line for each major portion of Work or operation, identifying first workday of each week.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration for each activity. Identify activities that are on the critical path.
- E. Include line items for milestones (if any), Substantial, and Final Completion.
- F. Submit updated schedules with each Application for Payment, identifying changes since previous version.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.06 SHOP DRAWINGS

- A. Shop drawings shall include specially prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be submitted for all manufactured or fabricated items. See individual technical sections for special requirements.
- B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.
- C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR before transmittal to ENGINEER for review and approval.
- D. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 50% completion of the Work. Applications for payment beyond 50% of the Contract amount will not be recommended for payment until all shop drawings are submitted, including the required hard copies, or a revised schedule for any remaining submittals is agreed to by OWNER and ENGINEER.
- E. CONTRACTOR shall submit shop drawings following the electronic submittal procedure described below.

- F. Shop drawings submitted to ENGINEER will be reviewed and stamped "Approved," "Approved as Noted," "Approved as Noted-Resubmit," or "Not Approved." CONTRACTOR shall resubmit the above number of corrected shop drawings for all shop drawings stamped "Approved as Noted-Resubmit" and "Not Approved" and will continue this process until shop drawings are stamped "Approved" or "Approved as Noted." If drawings are stamped "Approved as Noted-Resubmit," fabrication may proceed in accordance with the marked-up shop drawings. Installation shall not proceed until shop drawings have been resubmitted and stamped "Approved" or "Approved as Noted."
- G. If shop drawings are stamped "Approved as Noted" or "Approved as Noted-Resubmit" and CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication shall not proceed and shop drawings shall be resubmitted with explanation of CONTRACTOR's position.
- H. All shop drawings used for construction site activities shall bear the "Approved" or "Approved as Noted" stamp of ENGINEER.
- I. Arrangements may be made between CONTRACTOR and ENGINEER to provide additional copies of "Approved" shop drawings for field activity purposes.
- J. PDF Submittal Procedures:
 - 1. Summary:
 - a. Shop drawing and product data submittals shall be transmitted to ENGINEER in electronic (PDF) format.
 - b. The intent of PDF submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
 - c. The PDF submittal process is not intended for color samples, color charts, or physical material samples.
 - 2. Procedures:
 - a. CONTRACTOR shall review and apply a stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.
 - b. CONTRACTOR shall transmit each cover letter and submittal to ENGINEER as an e-mail attachment.
 - c. ENGINEER will return the reviewed shop drawing via e-mail with a transmittal letter, after review, indicating the status of the shop drawing review.
 - d. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of CONTRACTOR.
 - e. Electronically submitted shop drawings shall follow the following format:
 - (1) All files shall be delivered in PDF format with a minimum resolution of 300 dpi unless otherwise requested by ENGINEER. Scanned in material shall be scanned in color and any markings by CONTRACTOR shall be made in red. Pages shall be rotated to the appropriate position for easy reading on a computer monitor such that the majority of text is vertical.
 - (2) Files shall be delivered without security features activated.
 - (3) Shop Drawings shall be uploaded as individual files. Files combined into a zip drive are not acceptable. All pages of one submittal should be contained in one file.
 - (4) The file shall open to a cover page containing, at a minimum, the following information:
 - (a) CONTRACTOR's stamp.

- (b) Name, e-mail, and telephone number of the individual who may be contacted for further information.
 - (c) Project number.
 - (d) Submittal number.
 - (e) Submission date, if resubmittal, all previous submission dates.
 - (f) Index detailing contents and the total number of pages in the submittal.
- f. Once a shop drawing has been "Approved" or "Approved as Noted," CONTRACTOR shall provide three hard color copies of the "Approved" or "Approved as Noted," shop drawings to ENGINEER. CONTRACTOR is responsible for the hard copy color replication of ENGINEER's "Approved" or "Approved as Noted," shop drawings for use by CONTRACTOR. Hard copy shop drawings shall be submitted in 3-ring binders or 3-tab report covers.

K. Shop drawings shall include verification that the item meets applicable codes and standards.

1.07 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product, CONTRACTOR shall submit accurate color charts and pattern charts to ENGINEER for OWNER's review and selection.
- B. Unless all available colors and patterns have identical wearing capabilities and are identically suited for the installation, CONTRACTOR shall completely describe the relative capabilities of each.

1.08 PRODUCT DATA

- A. CONTRACTOR shall provide product data as required to supplement shop drawings.
- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of the work.
- C. CONTRACTOR shall collect required product data into one submittal for each unit of work or system.
- D. CONTRACTOR shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other special coordination requirements.
- E. CONTRACTOR shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.
- F. CONTRACTOR shall supplement manufacturer's standard data to provide information unique to the work.

1.09 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by ENGINEER.

- B. Shop Drawings and Product Data:
 - 1. Revise initial drawings or data and resubmit as specified for initial submittal.
 - 2. Itemize in a cover letter any changes which have been made other than those requested by ENGINEER.

1.10 MAINTENANCE MANUAL

- A. Prior to 75% completion of the Contract or at a minimum of 45 days prior to the scheduled start-up date of any individual item of equipment, whichever is earlier, CONTRACTOR shall furnish to ENGINEER four complete copies of a maintenance manual for all equipment furnished. Applications for payment beyond 75% of the contract amount will not be recommended for payment until all maintenance manuals are submitted or a revised schedule for remaining maintenance manuals is agreed to by OWNER and ENGINEER.
- B. The manuals shall include manufacturer's instructions for maintenance and operation for each item of mechanical and electrical equipment. Manuals shall be specific for the equipment as installed; provide project specific inserts as required. Manuals shall contain: operation instructions, lubrication schedules, types and quantities, preventative maintenance program, spare parts list, parts lists, I.D. No. and exploded views, assembly instructions, parts supplier location, trouble shooting and startup procedures and, where applicable, test data and curves.
- C. All sheets shall have reduced dimensions as described for shop drawings, and shall be furnished in 3-ring binders or 3-tab report covers.
- D. CONTRACTOR is responsible for producing an electronic version of the Equipment Operations and Maintenance (O&M) Manuals Manual. The Electronic Equipment O&M Manual shall be delivered in Portable Document Format (PDF). The entire manual may be converted to PDF via scanning or other method of conversion. Drawings or other graphics must be converted to PDF format and made part of the PDF document. The CONTRACTOR shall provide all Equipment O&M Manuals in the electronic format as defined below.
- E. The filename for the Equipment O&M Manual submittal will be provided with the request for final Equipment O&M Manuals. Filenames use the "eight dot three" convention (XX XX XX_YY.PDF) where XX XX XX is the specification section number and YY is an ID number. No one file shall be larger than 10 MB. If technical problems require that the submittal be divided into more than one file, a letter extension shall be added to the end of each filename.
- F. The number of files shall be kept to a minimum. Equipment O&M Manuals that span more than one file shall have the final Bookmark "Return to Table of Contents" which shall take the User to the first file on the Equipment O&M Manual.
- G. All text (word processed), spreadsheets, and electronic graphics shall be delivered in portable document format (*.PDF). The resolution of all scanned images shall be a minimum of 300 dpi unless otherwise requested by ENGINEER. Scanned images shall be processed with the "original image with hidden text" option (Adobe Acrobat 6 or higher). This results in a clear image and provides for optical character recognition (OCR) and word search functionality. Graphical files shall be fully searchable. All submittals must be indexed with the Adobe Catalog feature. Placement and structure of index files shall be in accordance with Adobe's recommendations to minimize problems when transferring files. Successful searches for words or strings in the PDF document shall demonstrate proof of OCR.

- H. Rotate pages viewed in landscape to the appropriate position for easy reading on a computer monitor.
- I. Bookmarks shall be created in the navigation frame for each entry in the Table of Contents. Three levels deep is usually enough (i.e., "Chapter", "Section", "Subsection"); however, complex submittals like instrumentation and electrical may be required at the discretion of ENGINEER. When setting bookmarks for Chapter level heading, the page shall be displayed at Full Page. Section and Subsection level heading pages shall be displayed as a magnified view. Bookmarks shall be displayed as subordinate (to other bookmarks in their hierarchy set so that only the Chapter level headings are displayed).
- J. Thumbnails shall be generated and embedded in each PDF file.
- K. Files shall be delivered without Security features activated. Password protected files will be unacceptable.
- L. The opening view for PDF files shall be set as follows:
 - 1. Initial View: Bookmarks and Page
 - 2. Magnification: Fit In Window
 - 3. Page Layout: Single Page
- M. The file shall open to the cover page of the Equipment O&M Manual with bookmarks to the left. The first bookmark shall be the name of Equipment O&M Manual.
- N. The submittal shall be delivered on CD after all Equipment O&M Manuals have been received and reviewed. Each CD shall be labeled, at a minimum, as follows:
 - 1. O&M title spelled out in complete words.
 - 2. Project and OWNER name.
 - 3. Month and date.
 - 4. Specification section number and title.
 - 5. Manufacturer name, point of contact, telephone number, and e-mail address as appropriate.
- O. CONTRACTOR shall reprocess any portion of the document that does not view or print to OWNER's satisfaction.
- P. CONTRACTOR is fully responsible for obtaining any and all copyright permissions associated with conversion of this information to electronic format.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

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SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. OSHA requirements.
 - 2. 35 Ill. Adm. Code 1100.
 - 3. Roadway limits.

1.02 OSHA REQUIREMENTS

- A. All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the "Occupational Safety and Health Act."

1.03 35 ILL. ADM. CODE 1100

- A. CONTRACTOR shall comply with 35 Ill. Adm. Code 1100 when disposing of clean construction or demolition debris (CCDD) or uncontaminated soil at a CCDD or uncontaminated soil fill operation.

1.04 ROADWAY LIMITS

- A. CONTRACTOR shall comply with roadway weight restrictions including seasonal weight restrictions.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

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SECTION 01 42 00

REFERENCE STANDARDS AND DEFINITIONS

PART 1-GENERAL

1.01 SUMMARY

A. Work Included:

1. Reference Standards:

- a. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
- b. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is CONTRACTOR's responsibility to provide materials and workmanship which meet or exceed that specifically named code or standard.
- c. It is also CONTRACTOR's responsibility, when so required by the Contract Documents, to deliver to ENGINEER all required proof that the material or workmanship, or both, meet or exceed the requirements of the specifically named code or standard.

2. Definitions:

- a. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including the Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon.
- b. Certain terms used in the Contract Documents are defined generally in this section to supplement definitions of the Agreement and other general contract documents.
- c. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the Work.

- B. Related Work Described Elsewhere: The specific naming of codes or standards occurs on the Drawings and in other sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Familiarity with Pertinent Codes and Standards:

1. It is CONTRACTOR's responsibility to verify the requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.
2. When required by individual sections of these specifications, CONTRACTOR shall obtain a copy of each pertinent code or standard and maintain the copies at the job site during submittals, planning, and progress of the Work until Substantial Completion of the Work is attained.

B. Overlapping or Conflicting Requirements:

1. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless

more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

2. Refer all uncertainties to ENGINEER for decision before proceeding.

1.03 REFERENCE STANDARDS

- A. Applicable standards of the construction industry are made a part of the Contract Documents by reference as if copied directly into the Contract Documents, or as if published copies were bound herewith.
- B. Standards referenced directly in the Contract Documents or by governing regulation, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.
- C. Nonreference standards are hereby defined to have no particular applicability to the work except as a general measurement of whether the Work complies with standards recognized in the construction industry.

- D. Reference standards and codes listed in these specifications may include, but are not necessarily limited to, standards or codes published by the following agencies and organizations:

1. AA Aluminum Association
1525 Wilson Boulevard, Arlington, VA 22209
2. AAMA American Architectural Manufacturer's Association
1827 Walden Office Square Suite 550, Schaumburg, IL 60173-4268
3. AASHTO American Association of State Highway & Transportation Officials
444 North Capitol Street NW Suite 249, Washington, DC 20001
4. ACI American Concrete Institute
38800 Country Club Drive, Farmington Hills, MI 48331-3439
5. AI Asphalt Institute
2696 Research Park Drive, Lexington, KY 40511-8480
6. AISC American Institute of Steel Construction
One East Wacker Drive Suite 700, Chicago, IL 60601-1802
7. AISI American Iron and Steel Institute
25 Massachusetts Avenue NW Suite 800, Washington, DC 20001
8. ANSI American National Standards Institute
25 West 43rd Street, New York, NY 10036
9. APA American Plywood Association
7011 South 19th, Tacoma, WA 98466-5333

10. API American Petroleum Institute
1220 L Street NW, Washington, DC 20005-4070
11. ARI Air-Conditioning & Refrigeration Institute
4100 North Fairfax Drive Suite 200, Arlington, VA 22203
12. ASHRAE American Society of Heating, Refrigerating, and Air Conditioning Engineers
1791 Tullie Circle NE, Atlanta, GA 30329
13. ASME American Society of Mechanical Engineers
Two Park Avenue, New York, NY 10016-5990
14. ASSE American Society of Sanitary Engineering
901 Canterbury Suite A, Westlake, OH 44145
15. ASTM ASTM International
100 Barr Harbor Drive, West Conshohocken, PA 19428-2959
16. AWI Architectural Woodwork Institute
46179 Westlake Drive Suite 120, Potomac Falls, VA 20165-5874
17. AWPAA American Wood Protection Association
P.O. Box 361784, Birmingham, AL 35236-1784
18. AWS American Welding Society
8669 Doral Boulevard Suite 130, Doral, FL 33166
19. AWWA American Water Works Association
6666 West Quincy Avenue, Denver, CO 80235
20. BHMA Builder's Hardware Manufacturers Association
355 Lexington Avenue 15th floor, New York, NY 10017
21. BIA Brick Industry Association
1850 Centennial Park Drive Suite 301, Reston, VA 20191
22. CRSI Concrete Reinforcing Steel Institute
9333 North Plum Grove Road, Schaumburg, IL 60173
23. DOT U.S. Department of Transportation
1200 New Jersey Avenue, SE, Washington, DC 205940
24. EJMA Expansion Joint Manufacturers Association
25 North Broadway, Tarrytown, NY 10591
25. FM FM Global
FM Global Corporate Offices, 270 Central Avenue, Johnston, RI 02919

26. FTI Facing Tile Institute
Box 8880, Canton, OH 44711
27. GA Gypsum Association
6525 Belcrest Road Suite 480, Hyattsville, MD 20782
28. GANA Glass Association of North America
800 SW Jackson Street Suite 1500, Topeka, KS 66612-1200
29. ICC International Code Council
500 New Jersey Avenue NW 6th Floor, Washington, DC 20001
30. IES Illuminating Engineering Society
120 Wall Street, Floor 17, New York, NY 10005-4001
31. MIL Military Specifications
Naval Publications and Forms Center
5801 Tabor Avenue, Philadelphia, PA 19120
32. NAAMM National Association of Architectural Metal Manufacturers
800 Roosevelt Road Building C Suite 312, Glen Ellyn, IL 60137
33. NCMA National Concrete Masonry Association
13750 Sunrise Valley Drive, Herndon, VA 20171-4662
34. NECA NECA
National Electrical Contractors Association
3 Bethesda Metro Center Suite 1100, Bethesda, MD 20814
35. NEMA National Electrical Manufacturers Association
1300 North 17th Street Suite 1752, Rosslyn, VA 22209
36. NFPA National Fire Protection Association
1 Batterymarch Park, Quincy, MA 02169-7471
37. NIST National Institute of Standards and Technology
(U.S. Department of Commerce), 100 Bureau Drive, Stop 1070
Gaithersburg, MD 20899-1070
38. NRCA National Roofing Contractors Association
10255 West Higgins Road Suite 600, Rosemont, IL 60018-5607
39. NSF National Sanitation Foundation International
P.O. Box 130140, 789 North Dixboro Road, Ann Arbor, MI 48113-0140
40. OSHA Occupational Safety & Health Administration
200 Constitution Avenue NW, Washington, DC 20210
41. PCA Portland Cement Association
5420 Old Orchard Road, Skokie, IL 60077

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- 42. PCI Prestressed Concrete Institute
200 West Adams Street Suite 2100, Chicago, IL 60606
- 43. SAE Society of Automotive Engineers
SAE World Headquarters
400 Commonwealth Drive, Warrendale, PA 15096-0001
- 44. SDI Steel Deck Institute
P.O. Box 25, Fox River Grove, IL 60021
- 45. SDI Steel Door Institute
30200 Detroit Road, Westlake, OH 44145-1987
- 46. SIGMA Sealed Insulating Glass Manufacturers Assoc.
401 North Michigan Avenue Suite 2400, Chicago, IL 60611
- 47. SJI Steel Joist Institute
234 Cheves Street, Florence, SC 29501
- 48. SMACNA Sheet Metal and Air Conditioning
Contractor's National Association
4201 Lafayette Center Drive, Chantilly, VA 20151-1219
- 49. SSPC Society for Protective Coatings
40 24th Street 6th Floor, Pittsburgh, PA 15222-4656
- 50. TCA Tile Council of America
100 Clemson Research Boulevard, Anderson, SC 29625
- 51. UL Underwriters Laboratories
333 Pfingston Road; Northbrook, IL 60062

1.04 SUBMITTALS

- A. For OWNER's records, CONTRACTOR shall submit copies of permits, licenses, certifications, inspection reports, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.05 DEFINITIONS

- A. Indicated:
 - 1. The term "indicated" is a cross-reference to details, notes, or schedules on the drawings, to other paragraphs or schedules in the specifications and to similar means of recording requirements in the Contract Documents.
 - 2. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.

- B. Approve (or Words of Similar Nature):
1. Where used in conjunction with ENGINEER's response to submittals, requests, applications, inquiries, reports, and claims by CONTRACTOR, the meaning of the term "approve" will be held to the limitation of ENGINEER's responsibilities and duties as specified in Paragraph 1.02.B.1. of the General Conditions.
 2. In no case will "approval" by ENGINEER be interpreted as a release of CONTRACTOR from responsibility to fulfill requirements of the Contract Documents.
- C. Minimum Requirements:
1. Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry.
 2. Actual work must comply with (or within specified tolerances) or exceed minimums.
 3. CONTRACTOR shall refer uncertainties to ENGINEER before proceeding.
- D. Abbreviations: Abbreviations, where not defined in the Contract Documents, will be interpreted to mean the normal construction industry terminology.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1—GENERAL

1.01 SUMMARY

- A. Work Includes:
 - 1. Quality Assurance—Control of Installation.
 - 2. Tolerances.
 - 3. Manufacturers' Field Services and Reports.

1.02 QUALITY ASSURANCE—CONTROL OF INSTALLATION

- A. CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
- B. CONTRACTOR shall comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.
- D. CONTRACTOR shall comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by persons qualified to produce workmanship of specified quality.
- F. CONTRACTOR shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

- A. CONTRACTOR shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.
- B. CONTRACTOR shall comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.
- C. CONTRACTOR shall adjust products to appropriate dimensions; position before securing products in place.

1.04 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections or when requested by ENGINEER, CONTRACTOR shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship.

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- B. CONTRACTOR shall submit qualifications of observer to ENGINEER 30 days in advance of required observations.
- C. CONTRACTOR shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. CONTRACTOR shall submit report in duplicate within 30 days of observation to ENGINEER for information.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 57 00
TEMPORARY CONTROLS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Dust Control.
 - 2. Noise Control.
 - 3. Traffic Control.
 - 4. Site Security.
 - 5. Daily Cleanup.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

3.01 DUST CONTROL

- A. CONTRACTOR shall execute the Work by methods to minimize raising dust from construction operations.
- B. CONTRACTOR shall provide positive means to prevent airborne dust from dispersing into atmosphere.
- C. CONTRACTOR shall provide partitions, enclosures, etc., within buildings as necessary to confine dust and protect adjacent areas.

3.02 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

3.03 TRAFFIC CONTROL

- A. CONTRACTOR shall be responsible for providing all signs, barricades, flagmen, and other traffic control devices in the construction zone.
- B. Conduct operations with minimum interference to roadways.
- C. Maintain two-way traffic on streets at all times.
- D. All traffic control measures shall meet the requirements of Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, and the Standard Specifications for Traffic control Items, Latest Edition.

- E. Do not close or obstruct roadways without approval of OWNER.

3.04 SITE SECURITY

- A. CONTRACTOR shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. CONTRACTOR shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public rights-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.
- B. CONTRACTOR shall at all times be responsible for the security of the Work including materials and equipment. OWNER will not take any responsibility for missing or damaged equipment, tools, or personal belongings. CONTRACTOR shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

3.05 DAILY CLEANUP

- A. CONTRACTOR shall clean up the Site and remove all rubbish on a daily basis.

END OF SECTION

SECTION 01 60 00

MATERIALS AND EQUIPMENT

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: CONTRACTOR shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.
- B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

1.02 PRODUCTS

- A. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- B. CONTRACTOR shall not use materials and equipment removed from existing construction, except as specifically required, or allowed, by the Contract Documents.
- C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by CONTRACTOR, result in additional costs to CONTRACTOR or other contractors, such additional costs shall be borne by CONTRACTOR. CONTRACTOR shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by ENGINEER.
- D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalogue number or designation.

1.03 TRANSPORTATION AND HANDLING

- A. Materials, products and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.
- B. CONTRACTOR shall not overload any portion of the structure in the transporting or storage of materials.
- C. CONTRACTOR shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.

1.04 DELIVERY AND RECEIVING

- A. CONTRACTOR shall deliver equipment free on board, freight prepaid, to the Work Site in Winnetka, Illinois, and shall be responsible for such equipment until after OWNER has inspected and accepted the contents on the trailer.
- B. CONTRACTOR shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.

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- C. CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the Site; work activities of other contractors or OWNER; limitations on storage space; availability of personnel and handling equipment and OWNER's use of premises.
- D. CONTRACTOR shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.
- E. CONTRACTOR shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.
- F. Immediately on delivery, CONTRACTOR shall inspect shipment to review that:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Accessories and installation hardware are correct.
 - 4. Containers and packages are intact and labels legible.
 - 5. Products are protected and undamaged.If inspection by installation contractor reveals any noncompliance with the delivered equipment, CONTRACTOR shall provide missing components and/or replacements for noncompliant components and shall field-install such components.

1.05 EQUIPMENT WARRANTIES

- A. Warranties shall be nonprorated, include all parts and labor, and be in written form. Warranties shall specifically exclude buyer's indemnification language. Warranty language shall not eliminate manufacturer's responsibility for sizing of the equipment. During warranty period, manufacturer shall be responsible for any travel expenses, outside contractor fees, and rental equipment fees associated with providing warranty service. Manufacturer shall pay expenses incurred for repairs and parts replacement not made by manufacturer if manufacturer's response is not within 72 hours of notification by OWNER. Warranty language shall be provided with the shop drawings.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

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SECTION 01 77 00
CONTRACT CLOSEOUT

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Closeout procedures.
 - 2. Adjusting.
 - 3. Project record documents.
 - 4. Warranties.

1.02 CLOSEOUT PROCEDURES

- A. CONTRACTOR shall provide submittals to ENGINEER that are required by governing or other authorities.
- B. CONTRACTOR shall comply with Article V of the Contract and complete the following before requesting ENGINEER's observation of the Work or designated portion thereof for substantial completion.
 - 1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, and similar required documentation for specific units of Work, enabling OWNER's unrestricted occupancy and use.
 - 2. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar operational items.
 - 3. Submit consent of surety (if surety required in Contract).

1.03 ADJUSTING

- A. CONTRACTOR shall adjust operating products and equipment to provide smooth and unhindered operation.

1.04 PROJECT RECORD DOCUMENTS

- A. CONTRACTOR shall maintain on Site one set of the following record documents to record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. CONTRACTOR shall make entries that are complete and accurate, enabling future reference by OWNER.
- C. CONTRACTOR shall store record documents separate from documents used for construction.
- D. CONTRACTOR shall record information concurrent with construction progress.

- E. Specifications: CONTRACTOR shall legibly mark and record at each Product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by addenda and modifications.
- F. Record Drawings: CONTRACTOR shall legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

1.05 WARRANTIES

- A. CONTRACTOR shall provide warranties beyond project one-year warranty as required by technical sections and as follows.
- B. Submit warranty information as follows:
 - 1. Provide notarized copies.
 - 2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers, and provide Table of Contents and assemble in three-ring binder with durable cover.
 - 3. Submit with request for certificate of Substantial Completion.
 - 4. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance listing date of acceptance as start of warranty period.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

Section 01 77 00-2

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SECTION 01 91 00

STARTING OF SYSTEMS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. General.
 - 2. Equipment and system installation.
 - 3. Starting equipment and systems.
 - 4. Demonstration, instructions, and operator training.
 - 5. Start-up and testing.
 - 6. Equipment systems requiring certification of proper installation.
- B. CONTRACTOR shall perform the Work described in the following subsections.

1.02 GENERAL

- A. The number of days for manufacturer's services stated in the Specifications shall be considered as the minimum number of days. Should additional time be required for services because of equipment malfunction or other problem, such time shall be at the expense of CONTRACTOR, with no change in Contract Price.
- B. "Days" specified shall consist of 8-hour days on-site, excluding travel time.
- C. CONTRACTOR shall designate and provide one person to be responsible for scheduling, coordinating, and expediting the specified services. Scheduling the services shall be done in cooperation with, and with the prior approval of ENGINEER and OWNER. Such schedule shall be arranged with the appropriate subcontractors, manufacturers, and suppliers with sufficient time to allow their compliance with the service requirements.
- D. CONTRACTOR shall manage equipment checkout such that checkout has been completed and deficiencies addressed prior to demonstration and training. Scheduling training prior to checkout may result in cancellation when checkout cannot be completed prior to training.

1.03 EQUIPMENT AND SYSTEM INSTALLATION

- A. Competent and experienced technical personnel shall represent the manufacturers of all equipment and systems for as many days as may be necessary to provide proper installation and to resolve assembly or installation problems at the site that are attributable to, or associated with, the equipment furnished. This requirement applies to manufacturers for all equipment furnished, whether or not specifically set forth in the Specifications.
- B. Where a manufacturer's certificate is called for in this Specification Section, the manufacturer's representative shall provide the attached certificate stating that the equipment or system has been installed in accordance with the manufacturer's instructions and has been inspected by a manufacturer's authorized representative, that it has been serviced with the proper initial lubricants, that applicable safety equipment has been properly installed, that the proper electrical and mechanical connections have been made, and that any other manufacturer requirements have been met. This certification shall be provided to

ENGINEER and OWNER prior to the start-up. This certificate is in addition to the manufacturer's standard startup reports, checklists, and other pertinent information.

- C. Functional (or run) testing is required for all equipment and systems. The manufacturer's representative shall supervise the functional test, which shall include checking for proper rotation, alignment, speed, excessive vibration, and noisy operation. The Manufacturer's Certificate of Proper Installation shall state that proper adjustments have been made and that the equipment or system is ready for start-up.
- D. Manufacturer shall demonstrate, using laser alignment equipment, if appropriate, that the installed equipment has been aligned properly. Final acceptance of equipment will not be granted until manufacturer has demonstrated to ENGINEER that acceptable alignment to tolerances have been achieved. For pumps with motors 7.5 hp and larger, the acceptable shaft alignment tolerances shall be as recommended in the pump manufacturer's written instructions and shall include parallel offset and angular gap measurements.

1.04 STARTING EQUIPMENT AND SYSTEMS

- A. Where field testing and start-up services are called for in the Specifications, or when technical assistance is necessary as a result of any malfunction of the equipment or system furnished, the manufacturer's representative shall provide such services.
- B. Manufacturer's representative shall also conduct and/or assist with performance testing, as required by the Specifications. These services shall continue until such times as the applicable equipment or system has been successfully tested for performance and has been accepted by OWNER for full-time operation.
- C. Coordinate schedule for start-up of various equipment and systems. Coordination includes, but is not limited to, communication with subcontractors, suppliers, OWNER, and ENGINEER. CONTRACTOR shall confirm that all necessary work is complete and that the equipment and systems can be operated in conjunction with all associated processes.
- D. Notify ENGINEER and OWNER a minimum of 7 days prior to start-up of each item using the attached Equipment Startup and O&M Training Scheduling form. CONTRACTOR shall submit form to ENGINEER.
- E. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or for other conditions that may cause damage.
- F. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- G. Verify wiring and support components for equipment are complete and tested.
- H. Execute start-up under supervision of applicable manufacturer's representative and CONTRACTOR's personnel in accordance with manufacturers' instructions.
- I. Require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation. Authorized representative shall provide approval for starting of systems in writing where specified.

- J. Equipment manufacturer shall provide a written report covering checkout, testing, inspections, and start-up and shall identify any deficiencies noted. Report shall be submitted to ENGINEER. CONTRACTOR shall be responsible for correcting all deficiencies noted in report. In addition, CONTRACTOR shall submit a fully executed Certificate of Proper Installation form if required in Paragraph 3.01 of this section.

1.05 DEMONSTRATION, INSTRUCTIONS, AND OPERATOR TRAINING

- A. For all mechanical equipment and systems and where called for in the Specifications, provide a qualified technical representative to provide detailed instructions to OWNER's personnel for operation and maintenance of equipment and associated instrumentation. Training services shall include pre-start-up classroom instruction and start-up on-site instruction, as stated in the Specifications.
- B. Refer to the Specifications for additional training requirements.
- C. CONTRACTOR shall coordinate the pre-start-up training periods with OWNER's operating personnel and manufacturers' representatives.
 - 1. Schedule training dates and times with OWNER, that are acceptable to the OWNER, using equipment, startup, and O&M training form. Normal hours available for training are between 7 A.M. to 4 P.M., Monday through Friday, except for holidays.
 - 2. Submit outline and presentation to ENGINEER at least 7 days in advance of training.
 - 3. Provide name, contact information, and brief synopsis of qualifications of the trainer.
 - 4. If materials above are not provided at least 7 days in advance, training may be canceled.
 - 5. Failure of supplier's or manufacturer's representative to appear for scheduled training, failure to notify OWNER 24 hours in advance of need to cancel scheduled training or failure to arrive within 30 minutes of start of scheduled training shall result in reimbursement to OWNER for time lost by OWNER's personnel in waiting for arrival of manufacturer's representative. Except in case of failure to arrive on time, time will not exceed 1 hour for each employee scheduled to receive training. Failure to arrive on time will be reimbursed by actual time late, up to 1 hour, after 1 hour, training will be rescheduled. CONTRACTOR shall reimburse OWNER via a change order.
 - 6. During the training, instructor will dedicate its time solely to training and not start-up services.
 - 7. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with OWNER's personnel in detail to explain all aspects of operation and maintenance.
 - 8. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment.
 - 9. Prepare and insert additional data in operation and maintenance manuals when need for additional data becomes apparent during instruction.
 - 10. OWNER may videotape the training for future internal use. Provide to OWNER paper and electronic copies of any media used as part of training.
 - 11. Provide training handouts for each of OWNER's personnel present.
- D. CONTRACTOR shall provide attached Certificate of Operator Training cosigned by OWNER and supplier's representative verifying training was accomplished to satisfaction of all parties.

- E. Operation and maintenance manual submitted in accordance with Section 01 33 00—Submittals shall be provided prior to operator training.
- F. For equipment or systems requiring seasonal operation, perform demonstration for dormant season at start of dormant season.
- G. Final payment for various items of equipment will not be made by OWNER until the equipment is operating to OWNER's satisfaction.
- H. Where items of equipment are placed into service at different times or sequence, manufacturer's services for start-up, field testing, and supervision shall be provided for each time or sequence. Training shall be provided prior to or at the time the first similar item of equipment is placed in service.

1.06 START-UP AND TESTING

- A. Prior to acceptance of any portion of the Work, start-up and testing of all equipment and testing of all materials furnished on the Project by CONTRACTOR shall have been conducted in the presence of representatives of CONTRACTOR, OWNER, and ENGINEER and also manufacturer if requested by OWNER or ENGINEER.
- B. CONTRACTOR shall provide whatever temporary installations and conditions are necessary in order to perform start-up and testing operations on all equipment and materials furnished under the Contract. Temporary connections and equipment necessary during start-up and testing operations shall include, but not be limited to, temporary piping and electrical power and control equipment and devices, temporary connection from various parts of the systems and any other labor, materials, fuel, devices, or items that may be required for start-up and testing operations.
- C. All temporary installations and conditions shall be removed by CONTRACTOR upon completion of start-up and testing.

PART 2—PRODUCTS

NOT APPLICABLE

PART 3—EXECUTION

3.01 EQUIPMENT SYSTEMS REQUIRING CERTIFICATION OF PROPER INSTALLATION

- A. Section 26 12 19—Liquid-Filled Substation Transformer.

END OF SECTION

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TS No. _____

EQUIPMENT START-UP AND O&M TRAINING SCHEDULING FORM
STRAND ASSOCIATES, INC.®

PROJECT _____ CLIENT _____

CONTRACT _____

CONTRACTOR _____ Date: _____

The following equipment is scheduled for start-up on _____

EQUIPMENT NAME: _____ SPECIFICATION SECTION: _____

MANUFACTURER: _____ MINIMUM HOURS OF TRAINING: _____

DATE O&M MANUALS SUBMITTED: _____

Specification Section 01 91 00 requires that start-up and operation and training be conducted by a qualified manufacturer's representative prior to placing equipment in operation. Review Specification Sections 01 33 00 and 01 45 00 and the individual equipment sections for start-up and training requirements. OWNER may find it necessary to propose alternate dates for training based on conflicts with other training and staff availability. The Operation and Maintenance Manuals must be submitted prior to training.

After the equipment or system has been properly installed and is functioning correctly, submit a written report in accordance with Specification Section 01 45 00.

Submit the completed form to ENGINEER and OWNER at least 7 days prior to start-up and training.

Proposed Training Date: _____ Time of Training: _____

Factory-trained representative giving training:

Name(s): _____

Company: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

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CERTIFICATE OF PROPER INSTALLATION

Project _____

Equipment _____

Specification Section _____

Contract _____

I hereby certify the equipment supplier/manufacturer has inspected this equipment and that it has been properly installed, adjusted, and calibrated. I further certify this equipment may now be operated for test purposes and/or normal use.

MANUFACTURER'S REPRESENTATIVE

Signature _____ Date _____

Name (print) _____

Title _____

Representing _____

CONTRACTOR

Signature _____ Date _____

Name (print) _____

Title _____

This form shall be completed and submitted to ENGINEER prior to OWNER training.

CERTIFICATE OF OPERATOR TRAINING

Project_____

Equipment_____

Specification Section_____

Contract_____

I hereby certify the equipment supplier/manufacture has instructed OWNER's personnel in the start-up operation and maintenance of this equipment as required in the Specifications.

MANUFACTURER'S REPRESENTATIVE

Signature_____Date_____

Name (print)_____

Title_____

Representing_____

CONTRACTOR

Signature_____Date_____

Name (print)_____

Title_____

OWNER

I hereby certify that my operating personnel received instruction for start-up, operation, and maintenance of this equipment.

Signature_____Date_____

Name (print)_____

Title_____

END SECTION

Section 01 91 00-7

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SECTION 26 12 19

LIQUID FILLED SUBSTATION TRANSFORMERS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: Manufacturer shall furnish a liquid filled load-tap-changing substation transformer and the associated auxiliary equipment as specified herein and as shown on the Contract Drawings.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. The liquid filled pad-mounted transformers and all components shall be designed, manufactured, and tested in accordance with the latest applicable standards of NEMA and ANSI including, but not limited to, the following ANSI/IEEE references:
 - 1. C57.12.00—General Requirements for Liquid-Immersed Power Transformers.
 - 2. C57.1210—Standard Requirements for Liquid-Immersed Power Transformers.
 - 3. C57.19.00—Outdoor Power Apparatus Bushings.
 - 4. C57.19.01—Power Transformer and Reactor Bushings.
 - 5. C57.12.90—Testing for Liquid-Immersed Power Transformers.
 - 6. C57.93—Installation and Maintenance of Liquid-Immersed Power Transformers.
 - 7. C57.109— Liquid-Immersed Power Transformers Through Fault-Current Duration.
 - 8. C57.131—Standard Requirements for Tap Changers.

1.03 QUALITY ASSURANCE

- A. Manufacturers: Firms regularly engaged in the manufacture of electrical equipment, cable, and wire products of the types and ratings necessary, whose products have been in satisfactory use in similar service for not less than 10 years. The manufacturer shall be ISO 9000, 9001, or 9002 certified.
- B. Code Compliance: Comply with National Electrical Code (NFPA 70) as applicable to construction and installation of electrical equipment, cable, wire, and connectors.
- C. UL Labels: All electrical equipment and material shall be listed and labeled by Underwriters Laboratories, except where UL does not include the equipment in their listing procedures.
- D. NEMA/ANSI Compliance: Comply with National Electrical Manufacturers Association, American National Standards Institute and other standards pertaining to material, construction and testing, where applicable.

1.04 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00—Submittals.

- B. Shop drawings shall include the following:
1. Front view elevation and outline drawings.
 2. Nameplate diagram.
 3. Conduit entry/exit locations.
 4. Single-line diagrams, three-line diagrams, and control circuit diagrams for the complete system.
 5. Detail materials lists for the complete system.
 6. Ratings (on nameplate) including:
 - a. MVA at 55°C and 65°C temperature rise.
 - b. Primary and secondary voltage with winding diagram and bushing sequence diagram.
 - c. High Voltage and Low Voltage Taps.
 - d. Continuous current (FLA).
 - e. Basic Impulse levels.
 - f. Impedance ratings and characteristics.
 - g. Sound level.
 - h. Weights and Volumes of:
 - (1) Core and coils (lbs.).
 - (2) Tanks and fittings (lbs.).
 - (3) Oil (gallons).
 - (4) Total (lbs.).
 - (5) Shipping (lbs.).
 - i. Bushing CT information.
 - j. Date of Manufacture.
 7. Product data sheets.
 8. CT exciting current and ratio correction factor curves.

1.05 OPERATION AND MAINTENANCE DATA

- A. O&M manuals for the transformer shall be submitted as specified in Section 01 33 00–Submittals.
- B. The following information shall be submitted for record purposes:
1. Final as-built drawings and information for items listed in paragraph 1.04.
 2. Wiring diagrams.
 3. Certified production test reports.
 4. Installation information.
 5. Seismic certification.
 6. Recommended spare parts listing.
- C. The final (as-built) drawings shall include the same drawings as the construction drawings and shall incorporate all changes made during the manufacturing process.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Store and protect products under provisions of Section 01 60 00–Materials and Equipment.
- B. Transformer shall be handled and stored in accordance with manufacturer's recommendations.

1.07 WARRANTY

- A. Standard Five-Year Warranty: Unless otherwise stated below, manufacturer shall warrant the equipment to be free from defects in material and workmanship for a period of five years from the Substantial Completion of the project.

PART 2-PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Liquid filled substation pad-mounted transformers shall be as manufactured by ABB/Hitachi, SPX Waukesha, WEG, Delta Star, or equal, as approved by ENGINEER and in accordance with substitutions under provisions of the General Conditions. Manufacturer shall use a manufacturing facility where transformers with primary voltage of no less than 161 kV and base ratings of no less than 20 MVA have been fabricated for no less than 10 years.
- B. The drawings and specifications were prepared to provide a product similar to the existing Transformer T71. Drawings for the existing substation layout and Transformer T71 are provided for reference.
- C. The transformer shall be designed to be installed to match the existing transformer foundation, including overall footprint and conduit locations. Drawings for the existing transformer foundation are provided for reference.

2.02 RATINGS

- A. The ratings of the transformers shall be as follows or as shown on the drawings:

MVA	18/24/30@55°C; 20.2/26.9/33.6@65°C
Frequency	60 Hz
Primary Voltage	138,000 V (Delta) 550 kV BIL
Primary Taps	144,900; 141,450; 138,000; 134,500; 131,100
Secondary Voltage	12470/7200 V (Wye) grounded, 110 kV BIL
Secondary Load-Tap-Changer	±10% in 32 ~ 5/8% steps
Impedance	8.70%
Main Tank Coolant	Less-flammable type FR3 or Bio Temp biodegradable dielectric fluid

2.03 CONSTRUCTION-GENERAL

- A. The transformer and fill fluid shall be FM and UL approved.
- B. The main tank dielectric coolant shall be listed less-flammable fluid meeting the requirements of National Electrical Code Section 450 and the requirements of the National Electrical Safety Code (IEEE C2-2002), Section 15. The dielectric coolant shall be nontoxic, non-bio-accumulating and be readily and completely biodegradable per EPA OPPTS 835.3100. The base fluid shall be 100% derived from edible seed oils and food-grade performance-enhancing additives. The fluid shall not require genetically altered seeds for its base oil. The fluid shall be certified to comply with the US EPA Environmental

Technology Verification (ETV) requirements, and tested for compatibility with transformer components. The fluid shall be Factory Mutual Approved, UL Classified Dielectric Medium (UL-EOUV), and UL Classified Transformer Fluid (UL-EOVK), Envirotemp® FR3 or Bio Temp fluid.

- C. The transformer shall carry its continuous rating with average winding temperature rise by resistance that shall not exceed 55°C based on average ambient of 30°C over 24 hours with a maximum of 40°C. The insulation system shall allow an additional 12% kVA output at 65°C average winding temperature rise by resistance on a continuous basis without any decrease in normal transformer life.
- D. The main transformer tank and attached components shall be designed to withstand pressures 25% greater than the required operating design value without permanent deformation. Construction shall consist of carbon steel plate reinforced with external sidewall braces. All seams and joints shall be continuously welded.
- E. The transformers shall be compartmental-type, self-cooled, tamper-resistant, and weather-protected for mounting on a pad and shall meet ANSI C57.12.28. The unit shall restrict the entry of water (other than floodwater) into the compartments so as not to impair its operation. There shall be no exposed screws, bolts, or other fastening devices which are externally removable.
- F. The transformers shall consist of a transformer tank and full-height, bolt-on low-voltage cable terminating compartment. The low-voltage compartments shall be sized to provide adequate depth for the low-voltage termination method described below. Doors shall be mounted flush with the cabinet frame. The low-voltage door shall have a handle-operated, three-point latching mechanism designed to be secured with a single padlock. A hex-head bolt shall be incorporated into the low-voltage door latching mechanism. Doors shall be equipped with liftoff-type stainless steel hinges and door stops to secure them in the open position.
- G. The transformer manufacturer shall certify that the transformer is non-PCB containing no detectable PCBs. Do not provide nonflammable transformer liquids including askarel and insulating liquids containing tetrachloroethylene, perchloroethylene, chlorine compounds, or halogenated compounds.
- H. High-voltage taps shall be full-capacity taps provided with a tap-changing mechanism designed for deenergized operation and shall include provisions for padlocking in each tap position.
- I. Transformer shall be suitable for startup and operation at ambient temperatures ranging from -40°C to +41°C.

2.04 CORE AND COILS

- A. The transformer core and coils shall be of circular disc construction. The electrical characteristics and mechanical features of the transformer supplied under these Specifications shall be capable of meeting all requirements specified herein and shall conform, except as noted otherwise herein, to the latest published revision of ANSI/IEEE Standards C57.12.00, C57.12.10, C57.19.00, C57.19.01, C57.12.90, C57.91, C57.109, C57.131 and any other standards cited in this Specification.
- B. The use of metal oxide varistors (MOVs) internal to the transformer is not permitted.

- C. Manufacturer shall be responsible for conforming to all the above standards, and the applicable codes of NEC, NESC, and standards and trial use guides of IEEE.

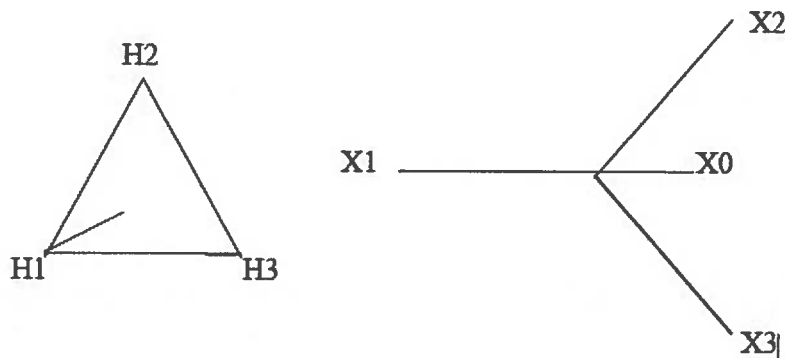
2.05 CORE GROUNDING

- A. A single core grounding connection shall be provided. The connection shall be made to the tank cover on a ground pad in accordance with IEEE C57.12.10-5.5, and located external to the tank. The core ground lead shall be brought out of the tank via a suitable core ground bushing.

2.06 AUDIBLE SOUND LEVEL

- A. The transformer shall have a sound level not exceeding 67/69/70 dbA (ONAN/ONAF/ONAF). If the transformer has ancillary components capable of normal, continuous operation (e.g. an LTC filter pump), the specified sound levels must be met with all such components operating.

2.07 POLARITY DIAGRAM



2.08 BUSHINGS

- A. Bushings shall be condenser-type and in accordance with IEEE C57.12.00, C57.19.00, and C57.19.01, when applicable. Either epoxy resin compound filled or oil-filled designs are acceptable. Each bushing shall be separately bolted to the transformer.
- B. Transformer shall be equipped with three draw lead connected, 138 kV, 550 kV BIL, 800 ampere HV bushings having sky-color porcelain glaze. Bushings shall be ABB Power T & D Co. Style #115W0800AA, PCORE Electric Catalog #POC550G0800, or OWNER-approved equivalent. The HV bushings shall be cover-mounted in Segment 2.
- C. Transformer shall be equipped with four 15 kV, 110 kV BIL, bottom-connected 2000 ampere LV bushings (three line and one neutral) having sky-color porcelain glaze. Bushings shall be PCORE Electric Catalog B89293-70 or OWNER-approved equivalent. The LV bushings shall be cover-mounted in Segment 4, and enclosed within a NEMA 4 secondary cable termination compartment. Bushings shall be suitable to accommodate four 10000MCM conductors per phase. Provide cable support brackets within enclosure to prevent strain on the conductors.

- D. Bushing-stud connectors with a tinned four-hole NEMA pad shall be furnished by the manufacturer for all HV and LV bushings.
- E. Secondary bushings and compartment shall be sized appropriately and equipped to accommodate 15kV class spade-mounted MOV-style arresters as specified herein.

2.09 COOLING SYSTEM

- A. The cooling control system shall consist of the necessary weatherproof NEMA 4 cabinets, switches, breakers, contactors, relays, etc. for each cooling group and shall operate at 120 volts, single-phase, 60 Hz. An On-Off-Auto switch shall be provided for each cooling group. Cooling groups shall operate independently of each other, and the control system shall permit selectable sequencing of the groups (i.e., alternate stage 1 and stage 2 cooling) when in Auto mode. The On-Off-Auto switch shall be monitored to provide indication when the switch is in the Auto position.
- B. The power supply for the transformer cooling system will be 120/208 volts, single-phase, 60 Hz. This supply circuit shall terminate on an overcurrent interrupting device (22,000 A.I.C.) having lugs capable of receiving copper conductors up to size AWG 1/0. All other electrical circuits entering the cabinet shall be wired to suitable terminal blocks.
- C. Cooling fan motors shall be rated 208 volts, 60 Hz, Class F insulated, with Class B temperature rise, single-phase. Motors shall be permanent split capacitor type with capacitors rated for continuous service at 70°C maximum ambient temperature.
- D. A separate undervoltage relay shall be wired to monitor the cooling control circuit and each separately powered bank of fans. The total motor load of each bank shall also be monitored to provide indication of fan trouble. Any undervoltage or overcurrent occurrence shall cause actuation of a common Fan Control Circuit Trouble alarm for OWNER's use.
- E. Fan blades shall be one piece and cast of an alloy that requires no painting and shall be guarded in accordance with OSHA.

2.10 LOW-VOLTAGE AUTOMATIC LOAD-TAP-CHANGING EQUIPMENT

- A. Load-tap-changing equipment shall be furnished to provide approximately ± 10 percent adjustment of the low voltage winding voltage in 32 approximately 5/8 percent increments. The load tap changer (LTC) shall be a Reinhausen Manufacturing Inc., type RMV-II, with a double-door and motor drive that will allow multiple tap changes with a constant raise or lower signal.
- B. Load-tap-changing equipment shall be in accordance with IEEE Standards C57.12.10-4.5.2, C57.12.10, Section 6, and C57.131 with the following exceptions and additional requirements:
 - 1. Tap changing equipment shall be capable of operating at the extremes of the temperature range specified in Paragraph 2.03 of this specification, and at all temperatures between the extremes, without use of heaters and without incurring excessive loss of life.
 - 2. A Reinhausen TAPCON 250 Model TC-250-1-P load-tap-changing controller with paralleling feature, along with a backup power supply, shall be provided and installed in the load-tap-changer control cabinet. A load-tap-changer backup controller shall be provided and installed in the control cabinet. A 1:1 isolation transformer shall be

- provided and connected to isolate the purchaser's voltage and current transformer circuits.
3. LTC controller shall block LTC operation when a transformer overcurrent is detected.
 4. LTC controller shall be set up to operate in parallel with existing transformer. A TAPCON 250 will be installed at the existing transformer by OWNER's installation contractor.
 5. Resistors shall be installed across to raise and lower outputs to neutral to prevent unintended operation of the LTC due to bleed-through voltage. Resistors shall be sized by manufacturer.
 6. Each open-type relay installed in the load-tap-changer control cabinet shall be mounted in its own dust-tight enclosure.
 7. The potential source for the voltage regulating relay will be furnished from a potential transformer independent of the power transformer. An isolating transformer shall be provided with the regulating relay circuit to receive this potential. The power supply for the mechanism drive motor will be furnished from an auxiliary transformer independent of the power transformer. The 120/208-volt, single-phase, three-wire supply for the drive motor shall also be used for the lamp, outlet, and heater. After an auxiliary power interruption, a seal switch should allow the mechanism to return to an "On-Tap" position.
 8. Separate, easily removable ground connections shall be provided for the load-tap-changer current transformer and potential transformer circuits. Each circuit shall have only one connection to ground.
 9. An undervoltage relay shall be wired to monitor the supply voltage to the LTC motor and control. Any undervoltage occurrence shall cause actuation of a common LTC Control or Motor Supply Failure alarm for OWNER's use.
 10. A non-resettable six-digit operation counter shall be furnished.
 11. The drain valve with sampling device on the outlet side shall be one-inch size and any of the following or OWNER-approved equivalents:
 - a. Threaded inlet-threaded outlet, Milwaukee Valve Co., Model No. 505-202.
 - b. Flanged inlet-threaded outlet, Milwaukee Valve Co., Model No. 506-202. Standard ANSI #150 flange drilling with four 5/8-inch holes.
 12. The upper filter press connection shall be a one-inch globe valve with threaded inlet-threaded outlet, Milwaukee Valve Co., Model No. 505-201, or OWNER-approved equivalent.
 13. A pair of circuit closing tap-changer limit switch contacts, suitable for use at DC voltage, will be used to alarm in the event that the load-tap-changer mechanism reaches either its highest or lowest position.
 14. The LTC control cabinet shall be equipped with Local-Remote, Manual-Off-Auto, and Raise-Lower 30mm, heavy duty, oil-tight, selector switches. When the Local-Remote switch is in Remote, the LTC shall be controlled by discrete inputs to the LTC controller from OWNER's SCADA system. When the Local-Remote switch is in the Local position, the LTC shall be manually controlled by placing the Manual-Off-Auto switch in the Manual position and using the Raise-Lower selector switch, and shall be controlled by the TAPCON 250 when the Manual-Off-Auto selector switch is in the Auto position. Dry contacts from the Local, Auto, and Manual positions of the selector switches shall be available for OWNER's use. Operation of the LTC motor shall be prevented, when the LTC selector switch is in the Auto position only, upon either the loss of potential to the voltage regulating relay or the opening of the transformer low voltage breaker. The LTC motor shall always be operable when the LTC selector switch is in the "Manual" position.
 15. Provide a Messko model 685-SM10NS1A1LM LTC pressure relief device, a Messko model MTO-1FOOOA0516G1CALORA059C0200 LTC oil level indicator, and a Messko model MTRSB-1SAANTLPFNNNN03 breather. No equals will be considered unless they maintain the 5-year warranty of the LTC. For all three devices, provide dry

status/alarm contacts for OWNER's use. Provide a separate pressure relief device dry contact for the transformer lockout circuit.

16. A 0-1 mA analog output of the LTC position shall be available for OWNER's use.

2.11 CONTROL WIRING REQUIREMENTS

- A. PVC-coated, galvanized rigid metal conduit shall be used for all control and other low-voltage wiring whenever such wiring is located outside of cabinets. Cable having a heat and light stabilized, moisture- and heat-resistant jacket, or wires installed in flexible liquid-tight conduit will be permitted between the raceway and a device, provided the length does not exceed 24 inches. The bottom of cabinets and junction boxes shall have 1/8-inch-diameter weep holes for drainage purposes.
- B. Terminal blocks for control wiring and power wiring, where applicable, shall be 12 point, 600 volt, 30 ampere, equipped with strap screw contacts and a white marking strip; Marathon Cat. #1512; Buchanan Company Cat. #B112; or OWNER-approved equivalent.
- C. Wire shall be suitably sized stranded copper with XHHW-2 insulation, rated at 600 volts and 90°C minimum. Insulation compound shall be flame retardant, oil and moisture resistant, having physical and electric properties appropriate for the application. Extra flexible wire shall be used on moveable equipment and doors.
- D. Control wiring, and power wiring where applicable, shall be terminated with heavy-duty, crimp-type, ring-tongue terminals having an insulating sleeve and a metal insulation support sleeve; AMP Co. type PIDG or purchaser approved equivalent.
- E. All components in the control cabinet shall be identified with engraved nameplates or other suitable means. The control box identification shall match exactly the identification given on the schematics and wiring diagrams.
- F. All cabinet heaters, including any in the LTC or other separate cabinet, shall be powered from a single dedicated branch circuit.

2.12 DC CONTROL CIRCUIT VOLTAGE

- A. Control circuit contacts and associated equipment shown on the Drawings to be used in DC circuits shall be suitable for use at 125 volts.

2.13 ACCESSORIES

- A. Manufacturer shall furnish and install the following accessories:
 - 1. Deenergized full kVA capacity tap changer.
 - 2. Dial-type liquid-level indicator manufactured by Messko Model MTO or Qualitrol Series 032 in accordance with IEEE Standard C57.12.10-5.1.2 and having a low-level alarm contact.
 - 3. Dial-type liquid temperature indicator manufactured by Messko Model TRASY2 or Qualitrol Series 104/120 with contact operation and alarm indication as follows:
 - a. Contact 1—Initiate first stage cooling equipment—Set at 70°C.
 - b. Contact 2—Initiate second stage cooling equipment—Set at 80°C.
 - c. Alarm Indication—Set at 90°C.
 - d. Lockout relay activation set at 100°C.
 - e. Contacts 1 and 2 shall be "fail safe."

4. Hot-spot winding temperature indicator manufactured by Messko Model TRASY2 or Qualitrol Series 104/120 with contact operation and alarm indication as follows:
 - a. Contact 1—Initiate first stage cooling equipment—Set at 80°C.
 - b. Contact 2—Initiate second stage cooling equipment—Set at 90°C.
 - c. Alarm Indication—Set at 120°C.
 - d. Lockout Relay Activation—Set at 130°C.
 - e. Contacts 1 and 2 shall be “fail safe.”
 - f. Provide indicator heater coil wired via secondary CT as shown on the Drawings.

Provide four-pole test switches in the fan circuits, wired to allow OWNER simulation of oil and winding temperature activation signals.

5. Main tank combination drain valve and sampling device with sampling device on outlet side. Valve must be open to take oil sample. Any of the following or OWNER-approved equivalents may be used, 1 1/2-inch being the minimum acceptable size.
 - a. Threaded inlet—threaded outlet, Milwaukee Valve Co. Model No. 505-202.
 - b. Flanged inlet—threaded outlet, Milwaukee Valve Co. Model No. 506-202. Standard ANSI 150# flange drilling, 1 1/2-inch valves with four 5/8-inch holes or 2-inch with four 3/4-inch holes.
6. Upper filter press connection shall be 2-inch globe valve with threaded inlet-threaded outlet, Milwaukee Valve Co., Model No. 505-001 or OWNER-approved equivalent.
7. Stainless steel nameplate in accordance with ANSI Standards with the following exceptions: All weights shown shall be in pounds and all oil volumes shown shall be in US gallons; the manufacturer's type designation of the load-tap-changing equipment shall be indicated; and location, polarity, and rating of all current transformers shall be shown.
8. Sudden Pressure Relay (under oil type) with ball type isolation valve—A Qualitrol 900 series, or OWNER-approved equal, sudden pressure relay and control panel for operation as follows:
 - a. Energize transformer lockout relay.
 - b. Initiate alarm.
9. The control panel, including the seal-in relay and reset switch, shall be Qualitrol Corporation 909-300-01 or OWNER-approved equal. The sudden pressure relay shall be located in a readily accessible place for testing.
10. HV station class surge arresters with mounting provisions. Surge arresters shall be rated 108 kV and be one of the following or OWNER-approved equal:
 - a. Cooper Power Systems UH Type.
 - b. Ohio Brass EVP Type.
11. LV intermediate class arresters with mounting provisions. Surge arresters shall be rated 10 kV and be one of the following:
 - a. Cooper Power Systems UI Type.
 - b. Ohio Brass PVI Type.
12. Oil temperature sensors shall be mounted in a closed well. Temperature shall be removable without having to disconnect the probe leads or conduit, and without damaging the probe.

2.14 CURRENT TRANSFORMERS

- A. Multi-ratio bushing current transformer with taps in accordance with ANSI C57.13 shall be furnished and installed as shown on the Drawings. CT nameplates shall include available taps, type, accuracy classification, and thermal rating factor data. Duplicate CT nameplates

shall be installed in the transformer control cabinet near the CT shorting blocks where they can be viewed easily without disturbing or de-energizing control equipment.

2.15 TRANSFORMER ALARMS AND DATA FOR OWNER'S USE

- A. In addition to the signals required for LTC, cooling system, and oil preservation system operation, the following signals shall be incorporated into a NEMA 4 termination cabinet at ANSI Segment 1 for OWNER's use.
- B. Dry Contacts for OWNER's Use:
 - 1. Main Tank Liquid High Oil Temperature
 - 2. Winding Hot Spot High Temperature
 - 3. Low Oil Level—Main Tank or Conservator
 - 4. Low Oil Level—LTC Compartment
 - 5. Sudden Pressure—Main Tank
 - 6. LTC Vacuum Lockout
 - 7. Pressure Relief—Main Tank
 - 8. Pressure Relief—LTC Compartment
 - 9. LTC Position Limit High
 - 10. LTC Position Limit Low
 - 11. LTC in Local
 - 12. LTC in Manual
 - 13. LTC in Auto
 - 14. LTC Controller Self-Test
 - 15. Nitrogen Cylinder Low or Gas Detector Relay
 - 16. Main Tank Pressure High
 - 17. Main Tank Pressure Low
 - 18. Fan Power Failure
 - 19. Cooling Control Power Failure
 - 20. LTC Control or Motor Supply Failure
 - 21. Fan Control Circuit Trouble
 - 22. LTC Control Not On Auto
 - 23. Fan Control Off
 - 24. Control Cabinet Heater Trouble
 - 25. LTC Breather Trouble
- C. Analog Signals for OWNER's Use:
 - 1. LTC Oil Temperature
 - 2. Ambient Temperature
 - 3. LTC Position
- D. Discrete Inputs to LTC from OWNER:
 - 1. LTC Raise Command
 - 2. LTC Lower Command
 - 3. LTC Remote Manual Selection Command
 - 4. LTC Remote Auto Selection Command

The points listed above are in addition to other points needed for other monitoring and functionality called for in this specification. A detailed I/O and logic list will be provided after order for the monitor to be used. A base setting file will also be provided by OWNER. The monitor shall be wired and programmed as required by the I/O list and base settings, with setting modifications made only as needed to suit the particular transformer design (for

example fan quantity, CT ratio, etc.). Points not needed due to the transformer design or available equipment shall be designated as "Spare".

2.16 OIL AND PRESERVATION SYSTEM

- A. Less-flammable insulating oil as specified herein shall be provide by the manufacturer for the main tank. The manufacturer shall certify to the purchaser that the transformer being supplied and the dielectric fluid used to process the transformer and/or supplied with the transformer has a PCB level less than 1 ppm and specifically that the transformer is classified as non-contaminated by polychlorinated biphenyls.
- B. The manufacturer shall furnish an inert-gas pressure oil preservation system in accordance with ANSI/IEEE C57.12.10. The following shall apply:
 - 1. A weatherproof cabinet for housing the inert-gas pressure system, excluding the gas cylinder, shall be provided. The gas cylinder shall be fastened to two of the transformer tank stiffeners and will be supported by the transformer foundation.
 - 2. Fittings shall accommodate a standard 244 SCF gas cylinder (48-inch nominal cylinder height) with a CGA #555 nitrogen fitting. If the bidder proposes to supply a CGA #580 nitrogen fitting, an adaptor to CGA #555 (Western Enterprises #809 or OWNER-approved equivalent) nitrogen fitting must be furnished.
 - 3. The system shall include the following accessories:
 - a. A three-stage regulator, with the third stage adjustable, and with appropriately labeled third stage bypass valve.
 - b. Cylinder pressure gauge and Setra Model 256 (or OWNER-approved equal) pressure transducer.
 - c. Transformer pressure/vacuum gauge.
 - d. Adjustable cylinder low pressure alarm switch with contact closing on reducing pressure. Switch may be internal to cylinder pressure gauge.
 - e. Adjustable high and low transformer pressure alarm switches. High pressure contact to close on rising pressure, low pressure contact to close on reducing pressure. Switches may be internal to pressure/vacuum gauge.
 - f. Terminal board carrying terminations of all alarm circuits.

2.17 TANK

- A. The manufacturer shall furnish the tank in accordance with IEEE Standard C57.12.10-5.8 with the following exceptions and additional requirements:
 - 1. The mechanical pressure relief device shall be a Messko Model MPreC or Qualitrol Series 208-60 with an alarm switch and shall be located atop the main tank.
 - 2. The auxiliary control and load-tap-changer control cabinets will preferably be located sufficiently close to the transformer base so all transformer operating controls are located not less than 2 feet and not more than 4 1/2 feet above the floor. Operating controls include, but are not limited to, load-tap-changer operating controls and cooling system control switches. If separate cabinets are furnished, the manufacturer shall furnish conduit and wiring between cabinets so that the purchaser need terminate cables in only one of the cabinets. All cabinets shall be of weatherproof construction, NEMA 4. The cabinet door(s) shall be secured by a single handle latch with provisions for padlocking, consisting of a 3/8-inch minimum diameter hole, and shall have a stop to hold the door in the open position.
 - 3. If the transformer and/or control cabinet size makes locating all equipment at the required height impossible or impractical, the following list shall be used as a guide for

locating equipment. Equipment higher on the list shall be given priority and mounted at a preferred height before equipment lower on the list.

- a. Main LTC control
 - b. Manual fan controls
 - c. Sudden pressure seal in relay(s)
 - d. Test switches
 - e. Terminal blocks/connection points for customer wiring
 - f. LTC backup controls and other equipment such as backup power supply, aux CT, etc.
 - g. Convenience outlet
 - h. Circuit breakers and fuses
 - i. UV relays
 - j. Thermostats
4. Transformers with an inert-gas pressure oil preservation system shall have facilities to permit temporary installation of a Cooper Power Systems type TCG (Total Combustible Gas), or OWNER-approved equal, fault-gas monitor. Proper connections shall be made in the nitrogen sampling line to permit the installation of 3/8-inch NPT piping. The valve shall be located approximately 7' above the transformer base or just above the inert-gas cabinet. The inert-gas cabinet shall be mounted so the bottom of the cabinet is 6-12 inches above the top of the gas cylinder.
 5. Tank grounding provisions shall be copper-faced steel. In addition to the standard tank ground pads, a ground pad shall be provided near each arrester (or set of arresters) and core ground bushing.
 6. Lifting, moving, and jacking facilities in accordance with IEEE Standard C57.12.10-5.3.
 7. Manufacturer shall furnish provisions for the installation of guard rails around the top of the transformer. Provisions shall consist of support brackets per attached drawing #SK-3-12-93. Brackets will be used by purchaser to install scaffold pins to support webbing to make the top of the transformer an acceptable OSHA work surface.
 8. Manufacturer shall install a UCL anchor plate with built in tie off anchor (UCL part number 17412, 17422, or 17415) for use with each access hole on the transformer cover. The anchor plate shall be installed so that the centerline of the anchor plate holes is 30 inches from and parallel to a centerline of the access hole.
 9. Manufacturer shall install a 1/4"x4" copper neutral ground bus from the X0 bushing to the tank ground pad in the lower left corner of Segment 4 of the transformer.
 10. On each of the four sides of the transformer, a 10" x 14" sign similar to Grainger stock number 1M002 reading, "DANGER CONFINED SPACE ENTRY BY PERMIT ONLY" shall be affixed in conspicuous locations approximately 5 feet above the base of the transformer.

2.18 MAXIMUM DIMENSIONS

- A. The transformer must fit in the existing space, and be suitable for use with the existing foundation. The foundation is as shown on the Drawings. Note that the primary bushings must interface with metering units by other, as shown on the Drawings. Minimum clearance from LV live parts to the structure and from the bus to transformer is 10 inches. Adequate working clearance is required from LV live parts on the transformer to the bus. Minimum phase to phase clearance is 15 inches, or the clearance at the transformer bushings or arresters, whichever is less.

2.19 PAINTING

- A. All surfaces to be painted shall be clean of all oil and other contaminants and etched by means of mechanical shot blasting or direct commercial blast. A primer shall be applied within 8 hours after the cleaning process and before any surface contamination occurs, to a dry film thickness of 1.0 mil (minimum). The finish exterior coat shall be sky-grey color Munsell #5BG7.0/0.4 (formerly ANSI #70). The primer, intermediate, and finish coats shall have a combined dry film thickness of 3.0 mils (minimum). The finish coat on the top of the transformer shall have grit or sand mixed with the paint to provide a non-slip surface for personnel working atop the transformer. The finish coat for the interior of the transformer auxiliary control cabinet shall be a white or light grey color. Primer, intermediate, and finish coats shall have minimum combined dry film thickness of 3.0 mils.

2.20 TRANSFORMER LOSS EVALUATION

- A. The manufacturer's proposal shall state the capability of the test system used for transformer losses with respect to measurement error. The accuracy of the equipment used in the test system shall be verified by a calibration system traceable to the National Bureau of Standards. The quoted losses will be increased by the stated loss measurement errors.
- B. Guaranteed transformer losses will be evaluated at \$11,200 per kW for excitation (no load) and \$4,207 per kW for load losses at the maximum forced-cooled rating (33.6 MVA). The evaluation will consist of adding the above determined values to the quoted transformer price.

PART 3-EXECUTION

3.01 FACTORY TESTING

- A. The following standard factory tests shall be performed on the equipment provided under this section. All tests shall be in accordance with the latest version of ANSI and NEMA standards.

3.02 TEST REQUIREMENTS

- A. Transformers covered by this specification shall be capable of satisfying the requirements of IEEE C57.12.90 (latest version).
- B. The following tests shall be made by the manufacturer on the transformer:
 - 1. Routine tests in accordance with ANSI C57.12.00, Section 8.
 - 2. Impulse tests in accordance with IEEE C57.12.00, Section 5.10 and IEEE C57.12.90, Section 10.3. All terminals shall be impulse tested, including X0. If the transformer has internal MOVs, the impulse test sequence shall be RFW, FW, CW, CW, RFW, FW to verify that any differences between reduced full waves and full waves are the effect of the internal MOVs. Hard copies of the impulse test records shall be included in the manufacturer's certified test report.
 - 3. One-hour induced test in accordance with IEEE C57.12.90, Section 10.8, with partial discharge and RIV measurements. RIV levels shall not exceed 100 μ V and PD levels shall not exceed 300 pC during the entire test, including at the enhancement level.
 - 4. Insulation Power Factor Test in accordance with IEEE C57.12.90, Section 10.10.

5. Magnetizing current shall be measured by applying 10 kV to each high voltage terminal in accordance with Doble procedures or a purchaser approved equivalent method. The current values measured shall be included in the manufacturer's certified test report.
 6. ANSI Standard temperature rise tests shall be performed. Type-testing from a similarly sized transformer is not acceptable.
 7. A minimum of two dissolved gas analysis (DGA) tests shall be performed; one on an oil sample taken after the transformer is filled, but before any tests are performed, and one after all tests are complete. The results of all DGA tests shall be included in the certified test report. Any significant increase in gas levels from the first test to subsequent tests must be approved by the purchaser.
 8. All components such as the LTC, LTC control, monitor and controller, fans, gas monitor, etc., shall be completely functionally tested at the factory so that the transformer will function as intended when delivered; for example, this includes, but is not limited to, verifying that fans turn on as specified, and that all specified alarm and data points are wired and programmed correctly.
 9. FRA Tests as prescribed in IEEE C57.149 and the following:
 - a. Tests 1-9 as described in Table 1 shall be performed.
 - b. The transformer shall be filled with oil to the 25% oil level.
 - c. The DETC shall be in the nominal position and the LTC shall be set to 16R.
 - d. The "Required" data in Section 5.2 shall be included in the test report. The data in Section 5.2.4 shall also be listed in the test report. Section 5.2.4 f shall be used to record the type of input signal used for the tests.
 - e. The following information shall also be included in the test report: oil temperature; test, ground, and shorting lead details (size, type, length, etc.); photographs showing the test setup for each test. The purpose of this information is to allow the factory tests to be duplicated in the field as closely as possible
 10. Twenty-four hour leak test at 10 psi. The test shall be performed after oil filling and with all equipment and accessories installed, with the exception of any pressure relief device(s) intended to limit the tank pressure to 10 psi or below. Certified test data shall be furnished to the purchaser prior to delivery of the transformer.
- C. The manufacturer shall provide three certified copies of factory test reports.
- D. Permit ENGINEER and OWNER to observe vendor's staging records or other quality assurance records relating to equipment supplied. Manufacturer shall assemble the system components as a complete system and demonstrate that the system is operational before shipment from factory to the job site. This testing shall be as an integrated assembly by simulating each of the specified I/O points, controls, and all specified algorithms' monitoring systems and protective relay functions. This test shall be witnessed by OWNER (three personnel). The manufacturer shall notify OWNER four weeks prior to the dates of the testing. The manufacturer shall provide lodging and transportation for OWNER during the testing. All problems, errors, insufficiencies, and failures identified during testing shall be resolved before shipment. In the event the equipment does not operate in accordance with the specifications, programming of relays is incomplete, or setup of equipment is incomplete, there shall be deducted from payments due Manufacturer the amount of \$1,500 per day for OWNER's time plus travel and expenses, for all additional factory acceptance testing and office time spent by OWNER.

3.03 INSTALLATION

- A. Installing Contractor shall install all equipment according to the manufacturer's recommendations and the Contract drawings.

3.04 FIELD START-UP AND COMMISSIONING

- A. Provide the services of a qualified factory-trained manufacturer's representative to assist the installing contractor in installation and start-up of the equipment specified in this section and as shown on the Drawings. The manufacturer's representative shall provide technical direction and assistance to the installing contractor in general operation of the equipment, connections and adjustments, modifications to existing switchgear, and testing of the assembly and components contained therein.
- B. Monitoring Systems and Associated Protective Relays: The manufacturer's representative shall perform, at a minimum, the following inspections and tests for the control systems, monitoring systems and protective relays installed in the transformer control cabinets. Should the manufacturer's representative recognize the need for further inspections and tests to meet the requirements of these Specifications or the referenced Standards, such inspections and tests shall be provided and included in the report.
 - 1. Compare and document equipment nameplate information and device ratings with the Drawings and Specifications.
 - 2. Verify the protective relays are showing the correct date and time.
 - 3. Review settings for all required functions for the control systems, monitoring systems, and protective relays and adjust the settings as necessary to match recommended settings.
 - 4. Perform protection element tests for the protective relays for all project-required relay elements. Operation of protection elements should be calibrated using manufacturer's recommended tolerances. All protection element tests shall meet NETA and ANSI standards.
 - 5. Perform system functional testing for the monitoring systems and protective relays and associated interlocked devices. The following are the minimum required items that shall be included as part of the system functional testing:
 - a. Operation of protective relay internal logic functions as described herein.
 - b. Operation of all communications (e.g., hardwired inputs and outputs, fiber, and Ethernet).
 - c. Trip circuits.
 - d. Lock-out relays.
 - e. Local indicator lights.
 - 6. All min/max records and fault counters shall be reset and sequence-of-events records and all event records shall be deleted at completion of testing.
- C. Manufacturer's representative shall perform field adjustments of the control systems, monitoring systems and protective devices as required to place the equipment in final operating condition.
- D. The manufacturer's representative shall provide inspection of the final installation. The manufacturer's representative shall perform site start-up and functional checkout of the equipment. Upon completion of the manufacturer's start-up and checkout, the manufacturer shall generate a site start-up and functional checkout report, documenting all systems checked as well as any incomplete work remaining and operational deficiencies.
- E. Manufacturer shall provide three copies of the manufacturer's site start-up and functional checkout report to ENGINEER for review. Once ENGINEER has reviewed the report and all equipment is operating in accordance with the specifications, ENGINEER will make one site visit to check operation of the equipment. Manufacturer's representative and the installing

contractor shall demonstrate that all equipment and controls operate in compliance with the Contract Documents. Signals shall be simulated only where associated with future equipment. All other system components shall be installed and in full operating condition so that all equipment functions are able to be tested using real-time data. If the equipment is not ready or does not operate as specified, OWNER shall deduct payment to Manufacturer and make payment to ENGINEER for additional travel, expenses, and site visits until the equipment operates as specified. Manufacturer shall be responsible for all costs required to check operation of the system.

3.05 TRAINING

- A. Upon successful completion of checkout by ENGINEER, a manufacturer's representative shall provide a demonstration of the automated sequences of operation. After this demonstration and acceptance by OWNER, the manufacturer shall provide 6 hours of "hands-on" training for OWNER's operating personnel which shall cover the following topics:
 - 1. Overall system description and theory of operation.
 - 2. Automatic operation.
 - 3. Manual operation.
 - 4. Safeties and protective devices.
 - 5. Recommended system check lists and log sheets.
 - 6. Recommended preventative maintenance.
- B. One 6-hour training session for four operators shall be provided. The training session shall be conducted by a manufacturer's qualified representative. Training program shall include instructions on the assembly, controls, protective devices, and other major components. Travel time and expenses to the jobsite shall be over and above the time required to perform the training and shall be included in the Bid.

3.06 INFORMATION REQUIRED WITH PROPOSALS

- A. Each proposal shall include the following information:
 - 1. Outline dimensions, including the additional space required with the cabinet and/or compartment doors open a full 90°.
 - 2. Weights and volumes:
 - a. Core and coils (lbs.)
 - b. Tanks and fittings (lbs.)
 - c. Oil (gallons)
 - d. Total (lbs.)
 - e. Shipping (lbs.)
 - 3. No load and load losses at maximum nameplate rating.
 - 4. In accordance with Paragraph 2.22 of the specification, the no load and load loss measurement errors attributable to the bidder's loss measurement equipment.
 - 5. Auxiliary loads.
 - 6. Impedance at the 55°C rise self-cooled (ONAN) rating.
 - 7. Guaranteed maximum sound level.
 - 8. Expected sound level based upon experience with recent similar designs.
 - 9. A list of items that will be removed from the transformer for shipment.

10. A list of exceptions and deviations from the specification, accompanied by a clear description of any items or work proposed as an alternate to that specified. If a proposal is in complete conformance with the specification, a statement to that effect shall be included in the proposal. Alternate or non-conforming proposals may, at the discretion of the purchaser, not be evaluated.

END OF SECTION

Section 26 12 19-17

1619.036/021-006

**VILLAGE OF WINNETKA
CONTRACT FOR THE SUPPLY
OF 138 KV TO 12.47 KV SUBSTATION TRANSFORMER**

ATTACHMENT C

LIST OF DRAWINGS

<u>SHEET NO.</u>	<u>DRAWING NO.</u>	<u>SHEET TITLES</u>	<u>DATE LAST REVISED</u>
1	G0.1	General–Title Sheet, Location Map, and List of Drawings	2/25/2021
2	G0.2	Electrical Symbols and Abbreviations	2/25/2021
3	G0.3	Electrical Symbol Legend	2/25/2021
4	C1.1	Site Contour and Earthwork Plan	2/25/2021
5	S1.1	Structural Foundation Location Plan	2/25/2021
6	S1.3	Structural Equipment Foundation	2/25/2021
7	E1.1	Electrical Site Plan	2/25/2021
8	E3.1	Electrical Sections–1	2/25/2021
9	E3.2	Electrical Sections–2	2/25/2021
10	E3.3	Electrical Sections–3	2/25/2021
11	E6.1	Electrical One-Line Diagram	2/25/2021
12	E6.2	Electrical SWGR-6 One-Line Diagram	2/25/2021
13	E6.3	Electrical 138 kV Three-Line Schematic	2/25/2021
14	E6.4	Electrical TR71 Three-Line Schematic	2/25/2021

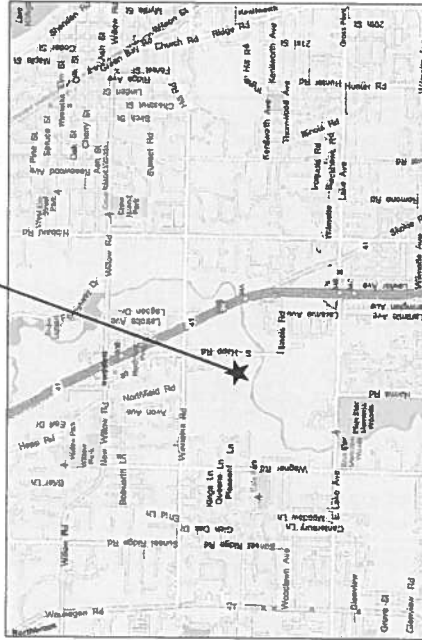
NORTHFIELD SUBSTATION 138kV TO 12.47kV SUBSTATION TRANSFORMER PROCUREMENT FOR THE VILLAGE OF WINNETKA WINNETKA, IL

WINNETKA



PROJECT LOCATION MAP
NO SCALE

91 N. HAPP ROAD
WINNETKA, IL

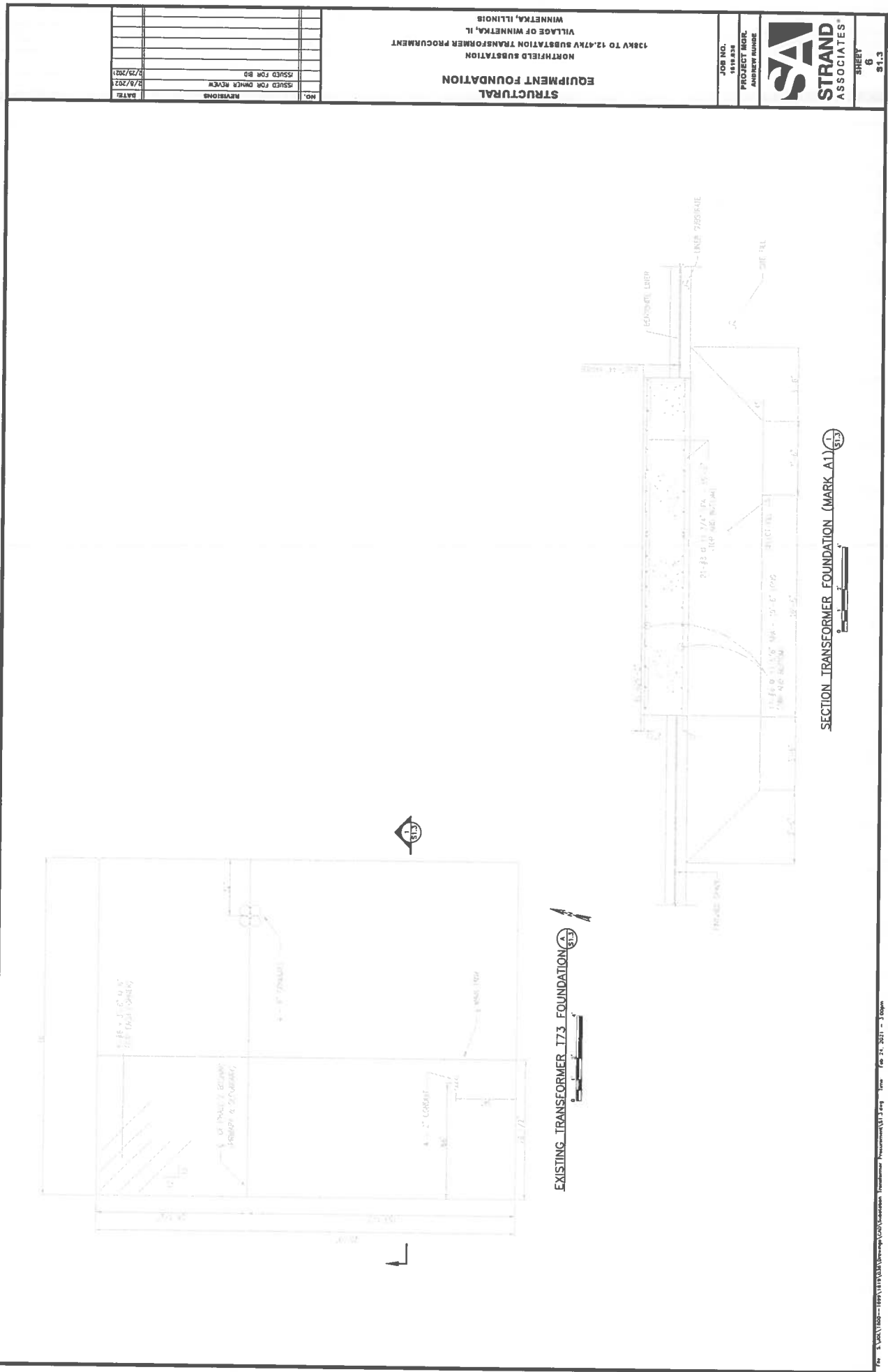


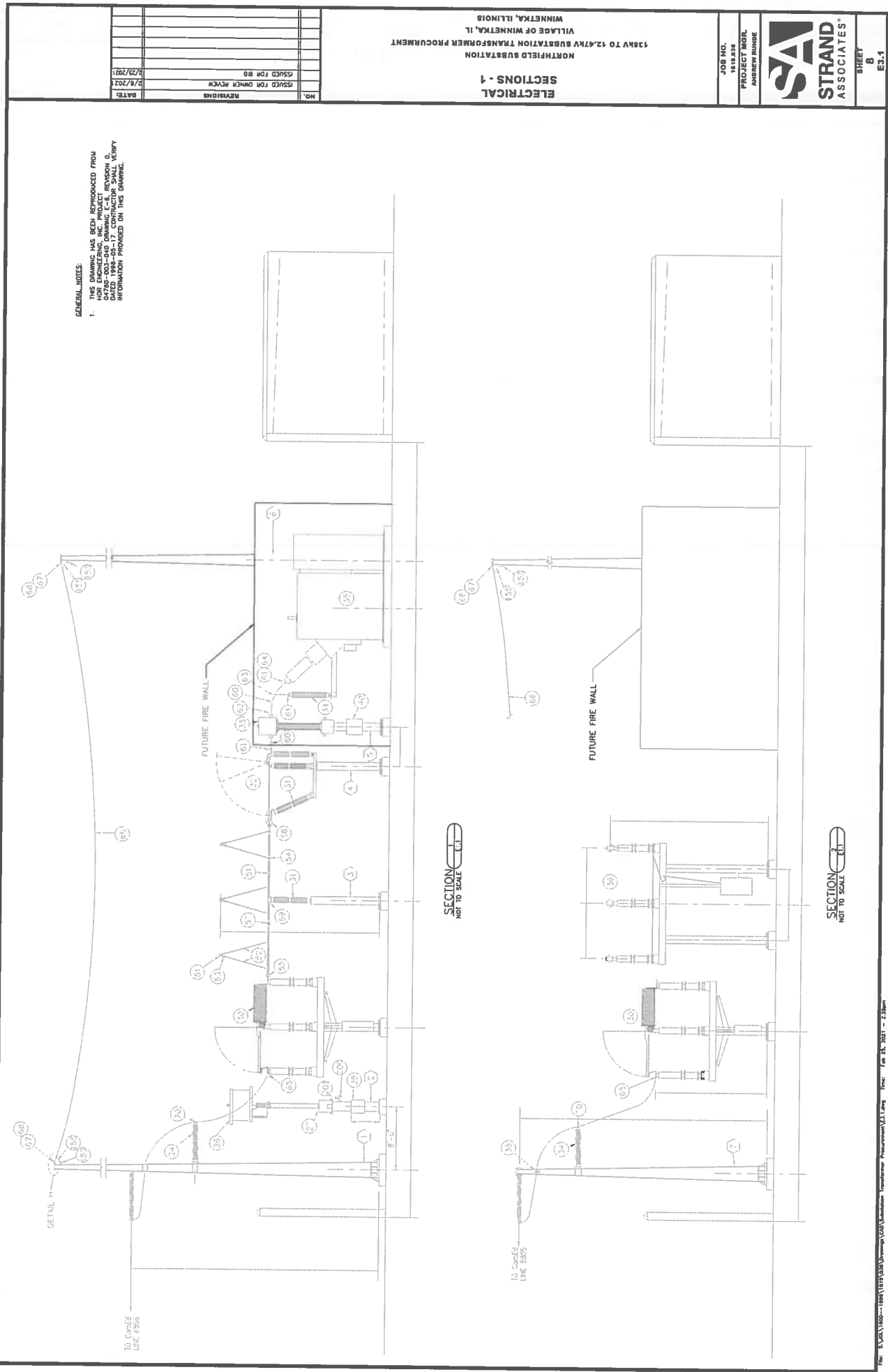
AREA MAP
NO SCALE

1170 SOUTH HOUBOLT ROAD
JOLIET, IL 60431
815 744-4200
815 744-4215 FAX
WWW.STRAND.COM
IDFPR NO. 184-001273
CONTRACT 021-006

SHEET NO.	DRAWING NO.	DRAWING TITLE
1	GB.1	GENERAL - TITLE SHEET, LOCATION MAP AND LIST OF DRAWINGS
2	GB.2	ELECTRICAL SYMBOLS AND CONVENTIONS
3	GB.3	ELECTRICAL SYMBOL LEGEND
4	C-1.1	SITE CONDITIONS AND BATHYMETRIC PLAN
5	C-1.2	PROPOSED ELECTRICAL LAYOUT PLAN
6	E-1.1	STRUCTURAL EQUIPMENT FOUNDATION
7	E-1.2	ELECTRICAL SITE PLAN
8	E-1.3	ELECTRICAL SECTIONS - 1
9	E-1.4	ELECTRICAL SECTIONS - 2
10	E-1.5	ELECTRICAL SECTIONS - 3
11	E-1.6	ELECTRICAL SECTIONS - 4
12	E-1.7	ELECTRICAL SECTIONS - 5
13	E-1.8	ELECTRICAL - 138KV THREE-LINE CHARTER
14	E-1.9	ELECTRICAL - 12.47KV THREE-LINE CHARTER







GENERAL NOTES:
 1. THIS DRAWING HAS BEEN REPRODUCED FROM
 FOR ENGINEERING, INC. PROJECT NO. 1518.024
 DATED 12/2/2011. THE CONTRACTOR SHALL VERIFY
 DATED 1994-03-17. CONTRACTOR SHALL VERIFY
 INFORMATION PROVIDED ON THIS DRAWING.

NO.	REVISIONS	DATE
1	ISSUED FOR OWNER REVIEW	2/8/2012
2	ISSUED FOR BID	2/23/2011

ELECTRICAL
SECTIONS - 1
 NORTHFIELD SUBSTATION
 138KV TO 12.47KV SUBSTATION TRANSFORMER PROCOMPENT
 VILLAGE OF WINNETKA, IL
 WINNETKA, ILLINOIS

STRAND ASSOCIATES

PROJECT NO.
1518.024

PROJECT MGR.
ANDREW HUMBLE

JOB NO.
1518.024

DATE
12/2/2011

SHEET
8

ES-1

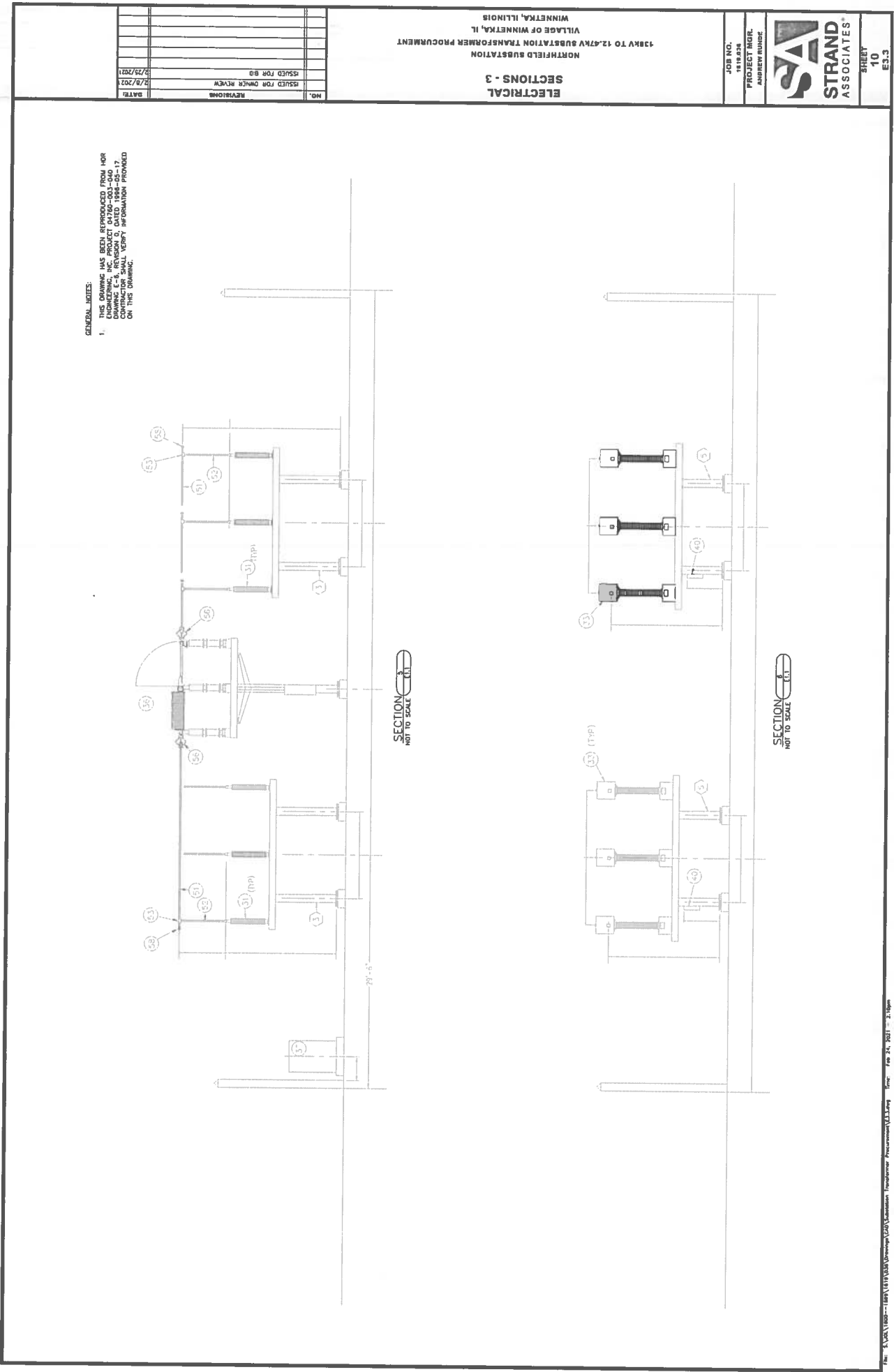
**ELECTRICAL
SECTIONS - 2**

[illegible]

GENERAL NOTES:

- THIS DRAWING HAS BEEN REPRODUCED FROM
HOB ENGINEERING, INC. PROJECT
04760-003-040 DRAWING E-7, REVISION D.
DATED 1996-05-17. CONTRACTOR SHALL VERIFY
INFORMATION PROVIDED ON THIS DRAWING.



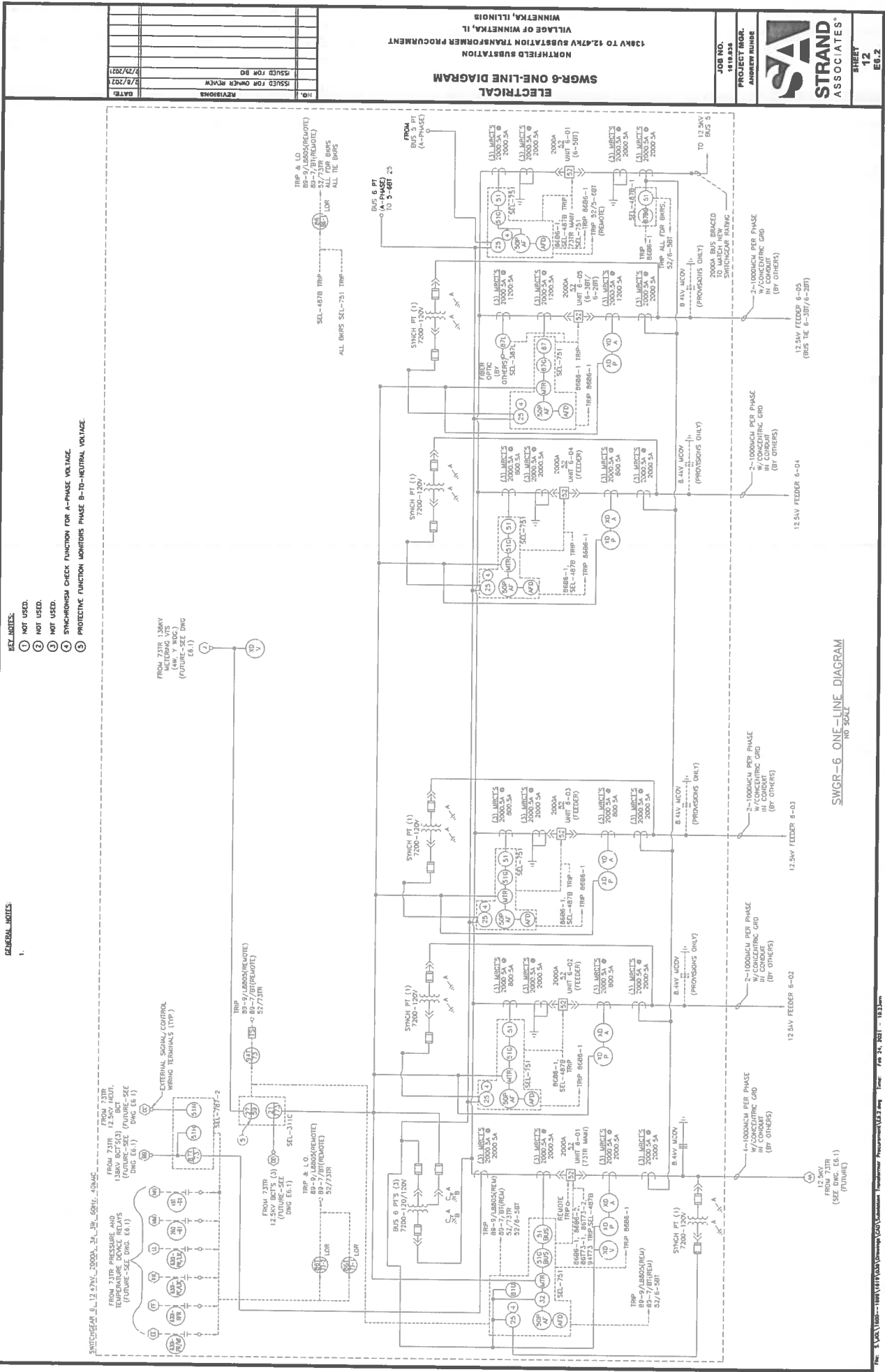


NORTHFIELD SUBSTATION
138KV TO 12.47KV SUBSTATION TRANSFORMER PROCUREMENT
VILLAGE OF WINNETKA, IL
WINNETKA, ILLINOIS

PROJECT MGR.

① TRANSFORMER T73 LTC CONTROLLER SHALL BE EQUIPPED FOR PARALLEL OPERATION WITH TRANSFORMER T71 LTC CONTROLLER AND SHALL BE SET UP BY MANUFACTURER FOR PARALLEL OPERATIONS. THE EXISTING TRANSFORMER T71 LTC CONTROLLER WILL BE REPLACED BY OWNER WITH AN LTC CONTROLLER THAT MATCHES THE T73 CONTROLLER. TRANSFORMER T73 SUPPLIER SHALL PROVIDE SETUP AND PROGRAMMING SERVICES FOR BOTH LTC CONTROLLERS DURING THE TRANSFORMER T73 STARTUP ACTIVITIES.





GENERAL NOTES:
 1. THIS DRAWING WAS REVISIONED FROM THE ORIGINAL DRAWING C-22, RONGSON, INC. PROJECT 04-00-00-7000, DATED 1984-08-14, TO REFLECT THE REVISIONS AND ADDITIONAL INFORMATION PROVIDED ON THIS DRAWING.

CON. ID. 138KV LINE BUS (TO BE PROVIDED BY OTHERS)
 (3) 5A
 138KV ACB

CON. ID. 138KV LINE BUS (TO BE PROVIDED BY OTHERS)
 (3) 5A
 138KV ACB

CON. ID. 138KV LINE BUS (TO BE PROVIDED BY OTHERS)
 (3) 5A
 138KV ACB

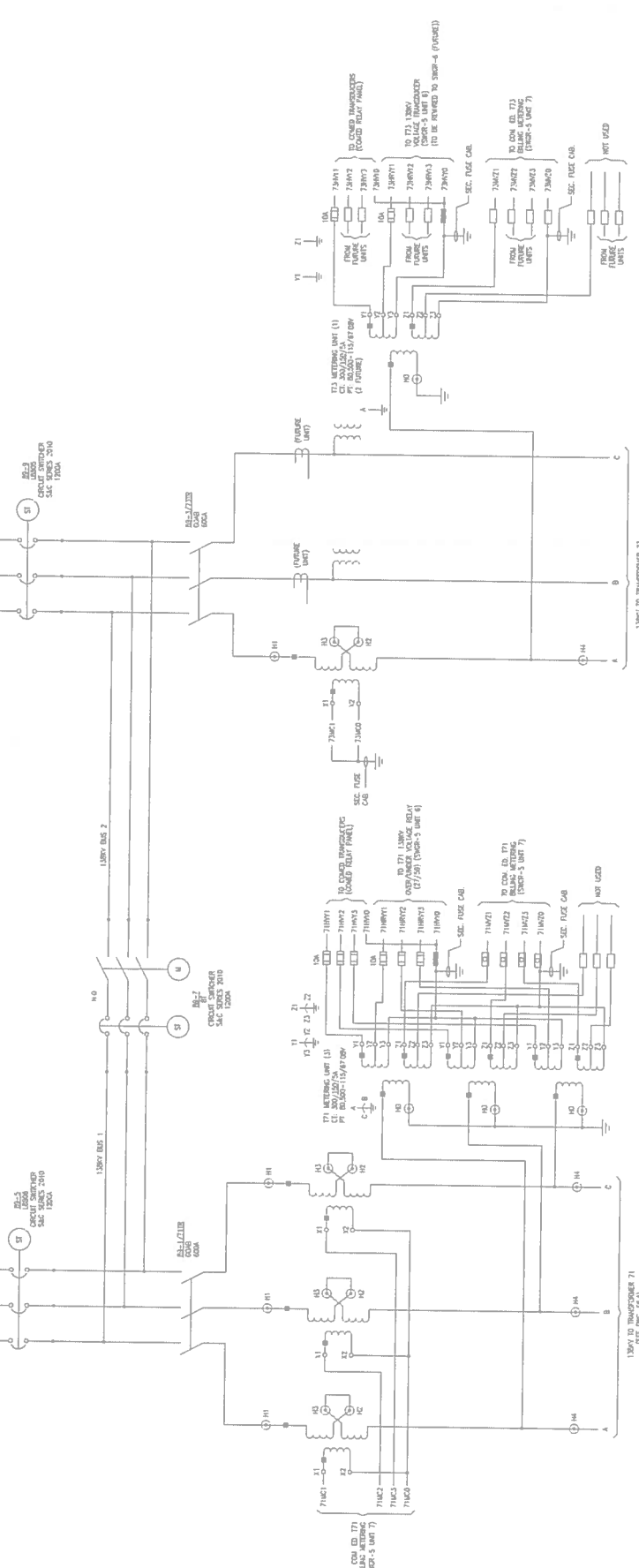
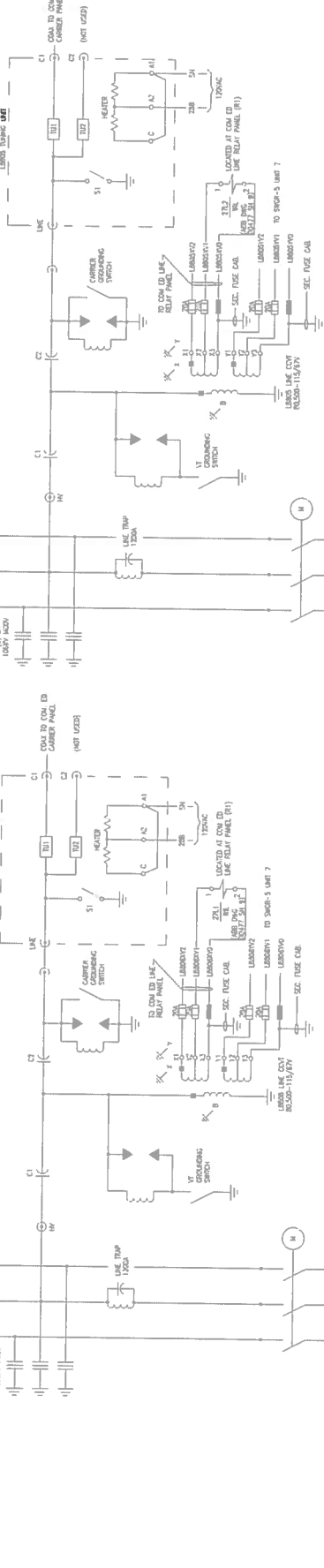
CON. ID. 138KV LINE BUS (TO BE PROVIDED BY OTHERS)
 (3) 5A
 138KV ACB

CON. ID. 138KV LINE BUS (TO BE PROVIDED BY OTHERS)
 (3) 5A
 138KV ACB

CON. ID. 138KV LINE BUS (TO BE PROVIDED BY OTHERS)
 (3) 5A
 138KV ACB

CON. ID. 138KV LINE BUS (TO BE PROVIDED BY OTHERS)
 (3) 5A
 138KV ACB

CON. ID. 138KV LINE BUS (TO BE PROVIDED BY OTHERS)
 (3) 5A
 138KV ACB



138KV THREE-LINE DIAGRAM
 NO SCALE

138KV THREE-LINE SCHEMATIC
 NORTHFIELD SUBSTATION
 VILLAGE OF WINNETKA, IL
 WINNETKA, ILLINOIS

JOB NO.	04-00-00-7000
PROJECT NO.	04-00-00-7000
PROJECT NAME	AMBER TUNNEL
SHEET	13
EC-3	

**VILLAGE OF WINNETKA
CONTRACT FOR THE SUPPLY
OF 138 KV TO 12.47 KV SUBSTATION TRANSFORMER**

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

[NONE]

ATTACHMENT 2



Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200

April 1, 2021

Mr. Brian Keys, Director of Water and Electric
Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

Re: 138 kV to 12.47 kV Northfield Substation Transformer Procurement
Contract No. 021-006
Village of Winnetka, Illinois

Dear Mr. Keys:

Bids for the above-referenced project were opened on March 25, 2021. Four bids were received with the resulting bid tabulation enclosed. The low bid of \$860,500 was less than ENGINEER's opinion of probable construction cost of \$950,000. It is our understanding that any alternative bids will not be considered by the Village; thus, the bid information related to alternate bids has been omitted from the bid tabulation.

All four bidders were listed in the specifications as acceptable manufacturers of the substation transformer.

WEG Transformers USA of Duluth, Georgia, was the apparent low bidder at \$860,500. WEG Transformers USA was also the apparent low evaluated bidder after using the evaluation formula for transformer no-load and load losses specified in the bid documents. Although its bid identifies the low voltage bushings as top-mounted, subsequent correspondence with the bidder states that the low voltage bushings will be side-mounted with a secondary cable termination cabinet as specified. The bid included a bid bond for 5 percent. Although Addendum No. 1 was not acknowledged, subsequent correspondence with the bidder states that Addendum No. 1 was received and incorporated into the design. The bid is deemed to be responsive.

If you determine that WEG Transformers USA is a responsible bidder after your evaluation of its qualifications, we recommend proceeding with award of the Contract.

Sincerely,

STRAND ASSOCIATES, INC.®

Andrew J. Runde, P.E.

Enclosure

AJR.dfe\AR\JOI\Documents\Specifications\Archive\2021\Winnetka, IL\1619 036 021-006 AJR\16 Specification Letters(a) Resulting Bid Tabulation\040121.docx

Arizona | Illinois | Indiana | Kentucky | Ohio | Texas | Wisconsin

www.strand.com

**RFB #021-006 138kV to 12.47kV Substation Transformer Procurement
Bid Tabulation**

Company	Manufacturer of Transformer	Addendum #1 Acknowledged	Lead Time For "Shop Drawings" (weeks)	Manufacturing Lead Time After Drawing Approval (weeks)	Elevation Drawing Included In Bid	Exceptions Taken	Actual Bid Amount	Transformer Losses Bid Evaluation Amount
Delta Star, Inc.	Delta Star	Yes	14-16	14-16 (28-32 weeks from order)	Yes	-No technical exceptions. -Exceptions taken to several T&C items, including Cancellation, Warranty, Indemnification, and Payment Terms and limits Liquidated Damages to 5%. -Ties pricing to the commodity index - if index goes up more than 5%, then price goes up. -Attached their own standard T&Cs, so need to clarify differences.	\$ 957,686.00	\$ 1,377,713.30
SPX Transformer Solutions, Inc.	SPX Waukesha	Yes	16	24-28 (40-44 weeks from order)	Yes	-No technical exceptions. -Exceptions taken to several T&C items, including Bid Validity date (30 days), Cancellation, Warranty, Indemnification, Payment Terms, and Late Payments. -Ties pricing to the commodity index if delivery is after 3/31/2022. -Attached their own standard T&Cs, so need to clarify differences.	\$ 962,792.00	\$ 1,363,067.50
Hitachi - ABB Power Grids	ABB	Yes	12	28-30 (40-42 weeks from order)	Yes	-Excludes UL Labeling. -Excludes LTC programming for the new T71 LTC controller. -Exceptions taken to several T&C items, including Validity Date (30 days), Cancellation, Warranty, Payment Terms, and limits Liquidated Damages to 10%. -Ties pricing to labor and commodity indexes if delivery is after 12/31/2021.	\$ 1,032,145.00	\$ 1,441,342.60
WEG Transformers USA	WEG	No	10-12	36 (46-48 weeks from order)	Yes	-Secondary bushings are atop tank and no termination cabinet is included. -CTs are quoted with C400 accuracy, which meet the specified ANSI C57.13 standard and have an accuracy equal or better than T71 CT accuracies. -Exceptions taken to several T&C items, including Bid Validity date (21 days), Cancellation, Warranty, Indemnification, and Payment Terms. -Attached their own standard T&Cs, so need to clarify differences.	\$ 860,500.00*	\$ 1,273,334.10

*The bid form price was listed as \$870,500.00, but the price in the cover letter was \$860,500.00. WEG later confirmed that the accurate bid price is \$860,500.00.