



Village of Winnetka

Village Council Regular Meeting

August 2, 2022 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. August 9, 2022 Study Session
 - b. August 16, 2022 Regular Meeting
- 4. Public Comments**
- 5. Reports**
- 6. Approval of Agenda**
- 7. Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. June 21, 2022 Regular Meeting
 - ii. July 12, 2022 Study Session
 - b. Approval of Warrant List dated June 28, 2022 - July 8, 2022
 - c. Ordinance No. MC-02-2022: Refuse Curbside - Village Code Update (Adoption)
 - d. Resolution No. R-88-2022: MWRD IGA - \$500,000 Grant (Adoption)
 - e. Resolution No. R-89-2022: Approving a Contract with G&L Contractors for W&E Building A Structural Floor Replacement (Adoption)

NOTICE

All agenda materials are available at villageofwinnetka.org (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor).

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, 847-716-3543; T.D.D. 847-501-6041.

- 8. Ordinances and Resolutions**
- 9. Old Business**
- 10. Adjournment Sine Die**
 - a. Village Clerk's Report: Election Results
 - b. Village Clerk to Administer Oath of Office to Trustee Rob Apatoff, Trustee Tina Dalman, and Trustee Elect Kim Handler
- 11. Call the New Council to Order and Roll Call**
- 12. Appointments**
- 13. Ordinances and Resolutions**
 - a. Ordinance No. M-11-2022: 564 Green Bay Road - Mixed Use Building Special Use & Variations (Introduction/Adoption)
 - b. Resolution No. R-90-2022: Police HVAC Contract (Adoption)
- 14. Public Comment**
- 15. New Business**
- 16. Adjournment**

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
June 21, 2022**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Council Chambers at Village Hall on Tuesday, June 21, 2022, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Village Manager Bahan called the roll. Present: Trustees Robert Apatoff, Tina Dalman, Robert Dearborn, Kim Mancini, and John Swierk Absent: Trustee Andy Cripe. Also present: Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Interim Executive Assistant Stephanie Wells, Finance Director Tim Sloth, Director of Engineering Jim Bernahl, Police Chief Marc Hornstein and approximately 3 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) July 12, 2022 Study Session All of the Council members present said they expect to attend. Trustee Apatoff stated he will not be in attendance.
 - b) July 19, 2022 Regular Meeting All of the Council members present said they expect to attend. Trustee Apatoff stated he will not be in attendance.
 - c) August 2, 2022 All of the Council members present said they expect to attend. Trustee Dalman stated she will not be in attendance.
- 4) Public Comment.
 - a) Scott Myers thanks Village staff for their assistance with the Winnetka Music Fest.
 - b) Warren James informs council of the rescinded request regarding the Elder/Centennial plan. Mr. James invites members of the community to the upcoming workshop session on Monday, July 18th and the next regularly scheduled Board meeting on Wednesday, July 21st for the Winnetka Park District Board.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Dearborn states that Village staff and members of the Lakota Group met to walk the Green Bay Trail and discuss what the next steps will be regarding a draft report for upcoming renovations.
 - ii) Trustee Apatoff commends Assistant Village Manager Kristin Kazenas for exceptional work as acting Village Manager.
 - iii) Trustee Dalman questions if there has been an update from Metra on the Hubbard Woods Station. Village Manager Bahan confirms that the Village is currently waiting for Metra to submit final plans for the zoning process.
 - b) Attorney. None.

- c) Manager. None.
- d) Village President. None.
- 6) Ordinances and Resolutions.

a) Resolution No. R-73-2022: MOA Winnetka Park District - Cherry Street Beach Security Monitoring Agreement (Adoption)

Chief of Police Marc Hornstein informs Council that residents have expressed ongoing concerns at Cherry Street Beach such as trespassing, littering, unsafe activities. After evaluating the situation and working with the Winnetka Park District, it has been suggested that a memorandum of agreement be implemented. Chief Hornstein confirms that this has been an effective measure that has reduced the number of calls due to concerns of activity at the lakefront access area.

Trustee Dearborn questions the procedure for conflicts that may arise for Park District employees on duty and the involvement of the Police Department. Chief Hornstein confirms that officers will be sent to the scene.

Council discusses signage and overall access to Cherry Street Beach throughout the year.

Park District Executive Director John Peterson commends the Park District and Village staff for their work.

Trustee Mancini, seconded by Trustee Apatoff, moved to adopt Resolution No. R-73-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: Trustee Andy Cripe.

b) Resolution No. R-71-2022: Streetscape Phase 5 Design (Adoption)

Engineering Director Jim Bernahl states that with the successful completion of Phase I, II, III, & IV Streetscape Improvements in the Elm Street Business District, the next phase of Streetscape Improvements will occur within the East Elm District on Elm Street between Lincoln Avenue and Maple Street. Jim Bernahl indicates that the replacement of an existing water main that needs to be upsized is the primary cause for the project and provides an overview of the design scopes, proposed hardscape and landscaping, signage, and aesthetic of the overall Streetscape Design. Mr Bernahl also indicates the engagement between Village staff and private utility companies, contract documents, cost estimates, and regulatory permitting with the Illinois Environmental and Protection Agency.

Council discusses the fee comparison with the West Elm Business District and the familiarity that the Ciorba Associates has with the Village streetscape projects given their previous work in the Village. Trustee Dearborn suggests that Village staff provide a historical breakdown of fees for the previous Streetscape projects for the consulting aspect with Ciorba Associates.

Trustee Swierk, seconded by Trustee Mancini, moved to adopt Resolution No. R-71-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: Trustee Andy Cripe.

c) Resolution No. R-74-2022: Award Contract - North of Willow Road Stormwater Project (Adoption)

Director of Engineering Jim Bernahl states the Village has reached a milestone with providing a critical long term permanent solution to the management of stormwater within the Village from when it had adopted the stormwater alternative study for western and southwestern Winnetka in 2016.

Mr. Bernahl informs Council of the project elements regarding the placement of the largest above ground storage tanks located at the Skokie Playfields, the placement of the below ground components located at Duke Childs/Little Duke Field, and the intergovernmental agreements between the Winnetka Park District and New Trier High School.

Mr. Bernahl reviews the upcoming bid summary, identified cost reductions, and the contract costs that would be covered by the Winnetka Park District.

Finance Director Tim Sloth provides an itemized breakdown of current cost estimates of the total stormwater project summary including the analysis by Village staff for the different metrics that were considered regarding project costs. Mr. Sloth also reviews the escalated costs of the project, costs related to the John DiMeo Brothers, Inc. contract, committed spendings and what the Village has spent to date, and sources of funding. Tim Sloth confirms that should the Winnetka Park District elect to move forward with alternatives, the cost of those alternatives will be covered fully by Park District.

Council discusses various aspects of the project: DiMeo Brothers, Inc qualifications, escalation calculations tied to the CPI, the overall budgeting and cost components, and additional funding for cost fluctuations. Additionally, Council discusses opportunities to lower costs and grant opportunities.

Trustee Apatoff commends the vision but believes that it is critical to stay true to what is conveyed to the residents.

Trustee Dearborn suggests that information regarding the project be communicated via the Winnetka Report.

Trustee Dearborn, seconded by Trustee Swierk, moved to adopt Resolution No. R-74-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: Trustee Andy Cripe.

d) Resolution No. R-75-2022: Construction Engineering Contract for North of Willow Road Stormwater Project (Adoption).

Director of Engineering Jim Bernahl states that the contract with Strand Associates is to perform the construction observation services for the North of Willow Road Stormwater Project. Due to the size and complexity of the project, as well as limited staff, staff is suggesting utilizing a qualified consulting firm to assist and oversee the scope of the project. The consulting firm will assist in coordinating activities, reaching project milestones, meeting schedule deadlines, and project communications.

Jim Bernahl states that he is confident that the engineering design team from Strand Associates will be beneficial due to their approach and experience level.

Trustee Mancini questions liability issues regarding Strand Associates due to the amount of oversight on the project. Village Attorney Peter Friedman confirms that the contract is an extension of the professional services agreement that the Village entered into in 2017 with Strand Associates and includes all of the standard indemnifications.

Council discusses budget funding matters, accountability regarding project conflicts and fees, and the cost breakdown regarding the project.

Trustee Mancini, seconded by Trustee Swierk, moved to adopt Resolution No. R-75-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: Trustee Andy Cripe.

e) Resolution No. R-78-2022: Stormwater Engineering Contract for Conveyance (Adoption).

Director of Engineering Jim Bernahl states that in order to begin construction in the projected years for the West and Southwest Winnetka Stormwater Management Conveyance projects, the Village will need to begin the design and permitting for these next phases of stormwater projects.

Staff is currently finalizing the engineering designs prior to obtaining the necessary permits needed, seeking grant funding, and preparation of bidding documents.

Jim Bernahl informs Council of the remaining conveyance projects and the estimated cost savings to advance design as one project versus in phases.

Council discusses project cost spendings and savings, overall budget matters, design documents, and the bidding process with contractors.

Public Comment.

Tom Brown commends the cost savings but indicates that it is not hardwired in the project costs. Mr. Brown questions what will happen if the savings are not realized.

President Rintz explained that the project budget is balanced, and the project level tracking spreadsheet will be updated to track all costs for the five year Stormwater project.

Trustee Swierk, seconded by Trustee Apatoff, moved to adopt Resolution No. R-78-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: Trustee Andy Cripe.

7) Old Business. None.

8) New Business. None.

9) Appointments: None.

10) Closed Session. None.

- 11) Adjournment. President Rintz asks for call to adjourn. Trustee Dalman, seconded by Trustee Mancini, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:02 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
July 12, 2022**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, July 12, 2022, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Tina Dalman, Bob Dearborn, Kim Mancini, and John Swierk. Absent: Trustees Rob Apatoff and Andy Cripe. Community Development Director David Schoon called the roll of the Plan Commission. Present: Trustees Mamie Case, Layla Danley, Jon Golan, and Liz Kunkle. Absent: Trustees Jonathan Alt, Matt Bradley, Chris Foley, and Chair Bridget Orsic. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Deputy Village Clerk Berina Gradjan, and Community Development Director David Schoon, Senior Planner Ann Klaassen, and approximately 13 persons in the audience.

- 2) Public Comment.

Chuck Dowding requests that Council does not sign letter of support for rejuvenation of Elder and Centennial Park because it may set a precedent for other planter boxes along the shorelines.

Ted Wynnichenko expresses his disappointment regarding limited beach access due to private homeowners and the Village implementing restrictions. Mr. Wynnichenko also suggests amending the Village zoning code to address temporary screens for homeowners.

Colleen Root commends the Winnetka mission statement and thanks Council for sending letters to Illinois Department of Natural Resources. Ms. Root does not believe that the Council should sign a letter of support for rejuvenation of Elder and Centennial Park.

Judy Rau states that she does not believe that the Park District is fulfilling its duty and mission. Ms. Rau urges Council not to endorse the letter of support for rejuvenation of Elder and Centennial Park.

Katie Stevens urges Council not to support the rejuvenation of Elder and Centennial Park and suggests that an ordinance be enacted to prohibit the tall screening plants at the lakefront.

- 3) Review of Comprehensive Plan Visioning Work Prepared by the Plan Commission.

David Schoon states that representatives from the Lakota Group, and Village staff will present the mission statements, goals, and initiatives regarding the Comprehensive Plan, confirming that the Comprehensive Plan is in Phase II of III phases.

Acting Chair John Golan states that the Plan Commission worked with the Lakota group to present a vision of the community as well as a visioning document is a representation of the community input from the last 6 months. Mr. Golan confirms that the Plan Commission will work with the Lakota Group to draft the plan document for consideration after hearing Councils thoughts and ideas.

Scott Freres, President of the Lakota Group, states that his staff has worked with the Plan Commission in an effort to identify initiatives in order to move forward with the Comprehensive Plan. Mr. Freres reflects on the positive changes that have occurred in the Village due to the pandemic, reflecting on the existing conditions analysis report that is an overall reflection of the engagement with the community and commissions to complete the current vision presented. While emphasizing the perservance of community heritage, Mr. Freres indicates that the community vision is simple, clear, rich, and data-driven.

With the Comprehensive Plan consisting of 10 pillars that represent the vision and initiatives of Phase II, Scott Freres analyzes the pillars in depth. The pillars consist of; Pillar 1: Quality Livable Neighborhoods, Pillar 2: Vibrant Business Districts, Pillar 3: Community Heritage and Placemaking, Pillar 4: Sustainability and Climate Action, Pillar 5: Educational Excellence, Pillar 6: Healthy and Engaging Lifestyles, Pillar 7: Community Infrastructure, Services, & Technology, Pillar 8: Mobility and Accessibility Pillar 9: Civic Engagement, and Pillar 10: Operational Efficiencies & Regional Coordination.

Trustee Dearborn suggests an attentive approach to phrasing various housing within the Village and how to approach density measurements regarding zoning.

Council and members of the Plan Commission discuss the consideration of a Residential Design Review Board and the powers and duties of the board.

Council commends the educational approach presented in the Comprehensive Plan and the engagement of the community's youth.

Scott Freres presents the sites map displaying the style, architecture, redevelopment, and sizing regarding retail, housing, and parking in the Village. Council discusses the exercises that the Lakota Group completed and the consideration of modernizing the heritage of Winnetka while still preserving the overall aesthetic.

Council discusses potential engagement on a State level, engagement with the Illinois Department of Transportation, jurisdictional transfers, public trust doctrines, and intergovernmental agreements.

Public Comment.

Chuck Dowding commends the work of the Lakota Group and Village staff and provides the Council with suggestions to modify the wording and adding of the pillars.

Ron White reflects on Winnetka's history and suggests that the Comprehensive Plan maintain the current aesthetic and heritage.

Brendan Andrew expresses his concern regarding electric supply issues and suggests exploring ways to generate clean electricity.

President Rintz commends the Plan Commission for all of the work they have done.

Acting Chair John Golan commends the Lakota Group for all of the work they have done.

- 4) Adjournment. Trustee Dearborn, seconded by Trustee Dalman, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:31 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List dated June 28,2022 - July 8, 2022

PRESENTER: Rob M. Bahan

AGENDA DATE: August 2, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List dated June 28,2022 - July 8, 2022

RECOMMENDATION:

Consider approving Warrant List dated June 28,2022 - July 8, 2022

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Ordinance No. MC-02-2022: Refuse Curbside - Village Code Update (Adoption)

PRESENTER: Diana Puga

AGENDA DATE: August 2, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

In June 2021, the Village introduced a curbside refuse service option for residential customers. This service was offered as an alternative to the traditional backdoor service option and included a number of new features, including the ability to "right-size" the service and corresponding cost to a customer's actual need. With the growth of the program, Staff is proposing changes to the Village Code to provide guidelines and standards for collection to include the new curbside service. Ordinance No. MC-02-2022, which codifies the curbside program and clarifies various other practices, was formally introduced for Village Council consideration at the Council meeting held on Tuesday, July 19, 2022.

EXECUTIVE SUMMARY:

Staff updated the proposed Ordinance with modifications and clarifications requested by Council at the July 19, 2022 Council meeting. The attached agenda report explains the differences and reasoning for those changes and further provides historical context regarding the items being modified. Additionally, staff has included further background information as requested by Council on both communications related to the Code changes and recent customer service enhancements.

RECOMMENDATION:

Consider adopting Ordinance No. MC-02-2022 to amend the Village Code Chapter 18.6 Garbage and Refuse Regulations.

ATTACHMENTS:

1. Agenda Report Amending Chapter 8.16 - Village Code Garbage and Refuse Regulations
2. Ordinance No. MC-02-2022 - Amending Chapter 8.16 - Village Code Garbage and Refuse Regulations

AGENDA REPORT

SUBJECT: MC-02-2022 VILLAGE CODE CHAPTER 8.16 REFUSE AND GARBAGE (ADOPT)

PREPARED BY: DIANA PUGA, PUBLIC WORKS ANALYST

DATE: AUGUST 2, 2022

Item History:

During the 2018 Budget discussion, Village Council directed staff to review the refuse collection program for opportunities to expand the program to include curbside collection. The survey was completed in 2018 and received a total of 1,097 responses, with 686, or 62.54% of respondents preferring once or twice weekly curbside collection as their preferred service level and 411, or 37.46%, of respondents preferring once or twice weekly backdoor collection.

In January 2021, the Public Works Department in collaboration with the Communications Manager began to make residents aware of the curbside program by mailing to all residents a post card which directed them how to switch their service. To opt into the program, residents had the option to call the department, email the Public Works Analyst, or fill out an online form.

In June 2021, the Village's contractor, Schaeffer Systems, assisted in the transition of the program by delivering to all new curbside residents the refuse receptacle of their choosing. Since the introduction of the curbside program, the Village offers 5 service levels; the service levels are as follows:

- Backdoor Collection 1x a week
- Backdoor Collection 2x a week
- Curbside Collection 1x a week – 35 GAL
- Curbside Collection 1x a week – 65 GAL
- Curbside Collection 1x a week – 95 GAL

As of July 25, 2022, there is a subscription rate of 36.8% for backdoor collection and 63.2% subscription rate for curbside collection.

At the Village Council meeting held on Tuesday, July 19, 2022, staff introduced an Ordinance Amending Chapter 8.16 of the Winnetka Village Code Concerning Garbage and Refuse Regulations. The primary objective of this ordinance to codify specific practices related to curbside service and recycling as well as clarify definitions and practices related to refuse and recycling.

The Village Council provided feedback on a number of topics within the proposed Ordinance. Using that feedback, staff edited the Ordinance and added a few additional adjustments to enhance clarity. The executive summary below details those edits and clarifications.

Executive Summary of Changes:

<u>Section</u>	<u>Proposed Ordinance Intro – July 19, 2022</u>	<u>Revised Ordinance Adopt – August 2, 2022</u>
Section 8.16.101 ("Definitions"):	Definition of "recycling" in order to distinguish that service from other refuse services as it has different service requirements	No changes to text.
Section 8.16.060 ("Receptacles for Refuse"):	Customers are responsible for the maintenance and replacement of both curbside and backdoor containers	Village is responsible for maintenance and repair of curbside containers. Customers with backdoor service would continue to be responsible for the maintenance of their own containers.
Section 8.16.080 ("Storage of Receptacles"):	This section, titled "Location of Receptacles", establishes guidelines for where receptacles are to be stored on non-collection days to preserve the aesthetics of the community."	The section's title was modified from "Location of Receptacles" to "Storage of Receptacles" to minimize confusion between this section and Section 8.16.140, which is also entitled "Location of Receptacles."
Section 8.16.090 ("Open Burning"):	Prohibits the burning of yard waste, ash or household waste (in addition to refuse)	No change to text.

<u>Section</u>	<u>Proposed Ordinance</u> <u>Intro – July 19, 2022</u>	<u>Revised Ordinance</u> <u>Adopt – August 2, 2022</u>
Section 8.16.110 (“Responsibilities of Owner”):	This section pertains to each property owner’s individual responsibilities to ensure collection occurs . Curbside Customers: Refuse, recycling and yard waste must be at the curb by 7 a.m. on collection day to ensure pickup. Backdoor customers: Have receptacles ready for collection at 7 a.m. on their collection day.	Amended to clarify that curbside containers may be placed at the curb or the edge of pavement no earlier than 7:00 p.m. the day before collection and must be removed no later than 7:00 a.m. the day following collection. This change provides guidance to all customers regarding times for setting out refuse for collection and retrieval of containers.
Section 8.16.140 (“Location of Receptacles”):.	This section pertains to where receptacles shall be placed on collection day to ensure collection Receptacles shall be placed on the curb. Alley customers are not specifically addressed.	Clarifies that receptacles shall be placed at the curb or edge of pavement. Further clarification is given for customers who utilize an alley to ensure that containers are placed at the edge of pavement. All residents who currently receive alleyway collections will continue to be serviced in the alley, regardless of their refuse subscription
Section 8.16.150 (“Disposal of Large and Bulk Items”):	Defines the process for disposing of large items (i.e., the “special collection” process).	No change to text.

Communications Strategy

Public Works staff has collaborated with the Communications Manager to devise a strategy for communicating the details in the new Ordinance. The weekly email newsletter E-Winnetka, the Winnetka Report and the Village’s website will be utilized as the primary communication channels. Subsequent to the initial communication, individual articles would be included in E-Winnetka and the Winnetka Report addressing specific topics. For example, an article would be included as a “friendly reminder” to customers on the times receptacles may be placed out for collection and removed by in order to preserve aesthetics in the community. These same articles can be reused in future years as appropriate.

Customer Service Focus

With the introduction of the curbside program, staff has been working diligently to introduce customer service enhancements for the benefit of all customers. One such enhancement has been to introduce a new organizational structure in the Public Works Department, including an Assistant Public Works Director and a Customer Service Representative. The Assistant Public Works Director oversees the Refuse division and works closely with the Refuse Supervisor and refuse collectors to improve the Division's efficiency, while the Customer Service Representative is dedicated to assisting customers with items such as general questions, missed pickups and scheduling special service.

Separately, in March 2022, staff began utilizing an internal reporting program named Survey123. This program allows refuse collectors to report issues, concerns or inconsistencies found in the field through a shared application. This program centralizes all these reports and makes it much easier to identify trends in service or concerns. Additionally, it allows staff to provide effective and more accurate responses to customer concerns rather than the traditional system where staff would need to take the concern and investigate it before calling a customer back.

Finally, as part of the curbside refuse program, refuse receptacles with radio frequency identification (RFID) chips were purchased. These RFID chips allow the Village to identify a container, refuse quantity, and its service history quickly and easily. This data will be used to help establish service benchmarks for curbside service. However, as the receptacles are also assigned to a specific property, the RFID chip can be used to help return a container that was lost or misplaced when it is found. Unfortunately, this same technology cannot be utilized for backdoor containers as those are and will continue to be purchased by the individual customer.

In terms of enforcement, staff has typically responded to questions or complaints from residents regarding the program. Once a complaint is received, staff will attempt to contact the resident directly or mail informal letters to the customers providing reminders about the Village's code. In some cases, such as an item requiring special collection being left out for several weeks, staff in addition to personal contact or letters has also requested Community Development Department for assistance with enforcement. However, staff's primary approach is always education and customer service focused, not punitive, and rarely would there be formal enforcement.

AN ORDINANCE AMENDING CHAPTER 8.16 OF THE WINNETKA VILLAGE CODE CONCERNING GARBAGE AND REFUSE REGULATIONS

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 8.16 of the “Winnetka Village Code,” as amended (“*Village Code*”), regulates the disposal and collection of garbage and refuse in the Village (“*Refuse Regulations*”); and

WHEREAS, the Village Council desires to amend the Refuse Regulations to more efficiently manage the disposal and collection of refuse in the Village, protect property values, and the beauty of the Village; and

WHEREAS, the Village Council has determined that amending the Refuse Regulations 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.

SECTION 2: AMENDMENT TO SECTION 8.16.010 OF THE VILLAGE CODE. Section 8.16.010, titled “Definitions,” of Chapter 8.16, titled “Garbage and Refuse,” of Title 8, titled, “Health and Safety,” of the Village Code shall be amended to read as follows:

“Section 8.16.010 Definitions.

Terms used in this chapter have the following meanings:

* * *

“Recycling” means a method, technique, or process designed to remove any contaminant from waste so as to render that waste reusable, or any process by which materials that would otherwise be disposed of or discarded are collected, separated, or processed and returned to the economic mainstream in the form of raw materials or products. Recyclable materials include plastic bottles and containers, food and beverage cans and containers, paper, cardboard and paperboard, glass bottles and containers that can be processed as recyclable materials.

* * *

{00126829.3}

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

SECTION 3: AMENDMENT TO SECTION 8.16.060 OF THE VILLAGE CODE.

Section 8.16.060, titled "Receptacles for Refuse," of Chapter 8.16, titled "Garbage and Refuse," of Title 8, titled, "Health and Safety," of the Village Code shall be amended to read as follows:

"Section 8.16.060 Receptacles for Refuse.

A. Backdoor Refuse Collection. The occupant of any premises in the Village **who subscribes to backdoor refuse collection service** shall provide and maintain in clean and good **order and** repair receptacles adequate in size and number to store all garbage, ashes and household rubbish which accumulate between collections. **Receptacles shall be cleaned, repaired, or replaced by the owner or occupant of the residential dwelling at their expense as directed by the Director of Public Works or its designee.** Such receptacles shall be of the following material, construction, and capacity:

- A1.** Any receptacle used for the storage of garbage or household rubbish shall be made of galvanized metal or heavy duty plastic, shall have a close-fitting cover and suitable handles for lifting, shall be watertight, shall have a capacity of not less than twenty (20) and not more than thirty-seven (37) gallons, and shall not weigh more than twenty (20) pounds when empty nor sixty (60) pounds when full.
- B2.** Any receptacle used for the storage of ashes shall be made of galvanized metal, shall have suitable handles for lifting, shall have a capacity of not less than twenty (20) and not more than thirty-seven (37) gallons, and shall not weigh more than twenty (20) pounds when empty nor more than sixty (60) pounds when full.
- C3.** No underground refuse receptacle shall be placed in use after April 1, 1981, and those in use on such date shall be phased out of use as warranted by their deteriorating condition. In any case, collection will not be made from underground receptacles when they are frozen, contain water or are otherwise inaccessible for collection.

B. Curbside Refuse Collection. **The occupant of any premises in the Village who subscribes to curbside refuse collection service shall only use Village approved and issued receptacles for curbside refuse collection and keep such receptacles in a clean condition.**"

{00126829.3}

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

SECTION 4: AMENDMENT TO SECTION 8.16.080 OF THE VILLAGE CODE.

Section 8.16.080, titled “Location of Receptacles,” of Chapter 8.16, titled “Garbage and Refuse,” of Title 8, titled, “Health and Safety,” of the Village Code shall be amended to read as follows:

“Section 8.16.080 Storage of Receptacles.

All receptacles for garbage, ashes, household rubbish, yard waste, and recycling shall be stored behind the rear of the home, inside the garage, within an opaque wall or fence enclosure, or behind another means of screening so as not to be visible from a public or private sidewalk or street on non-collection days.

All receptacles for garbage, ashes, and household rubbish to be collected by the Department of Public Works shall be placed outdoors, **outside of enclosures and structures, on collection day(s)**, in an acceptable place on the premises and at ground level. During the winter, all receptacles shall be accessible by a shoveled path when necessary.”

SECTION 5: AMENDMENT TO SECTION 8.16.090 OF THE VILLAGE CODE.

Section 8.16.090, titled “Open Burning,” of Chapter 8.16, titled “Garbage and Refuse,” of Title 8, titled, “Health and Safety,” of the Village Code shall be amended to read as follows:

“Section 8.16.090 Open Burning.

- A. Open burning is prohibited anywhere in the Village, whether on public or private property, unless such burning is in connection with outdoor grills, barbecues, small recreational fires or fireplaces and such burning is not otherwise prohibited by law; provided, however, that no **yard waste, garbage, ash, or household rubbish** (other than logs or untreated wood products) shall be burned in such cases.
- B. Any person who violates this section shall be subject to a fine of not less than one hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00).”

{00126829.3}

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

SECTION 6: AMENDMENT TO SECTION 8.16.110 OF THE VILLAGE CODE.

Section 8.16.110, titled “Responsibilities of Owner,” of Chapter 8.16, titled “Garbage and Refuse,” of Title 8, titled, “Health and Safety,” of the Village Code shall be amended to read as follows:

“Section 8.16.110 Responsibilities of Owner.

A. Every owner of premises in the Village shall be prima facie responsible, with respect to such premises, for compliance with the provisions of this chapter and the rules and regulations adopted pursuant to this chapter; such owner also shall be subject to any penalties imposed for violations of this chapter, rules or regulations with respect to such premises.

B. It shall be the duty of every occupant of any premises in the Village to place their refuse, recycling, and yard waste at the curb or the edge of the pavement of their property for collection no earlier than 7:00 p.m. the evening before the day of collection and no later than 7:00 a.m. on the day of collection. For backdoor collection service, all refuse receptacles must be accessible no later than 7:00 a.m. on the day of collection.

1. Occupants must remove their refuse, recycling, and yard waste receptacles from the curb or the edge of pavement of their property by 7:00 a.m. the morning following collection day, unless a missed collection has been reported. In the event of a missed collection, and provided that the occupant reported the missed collection, the occupant must remove their refuse, recycling, and yard waste receptacles from the curb or the edge of the pavement of their property within 24 hours of the collection of their refuse, recycling, and yard waste.

2. Occupants that do not comply with this Section may be assessed a fee for the refuse collector to return to the premises to complete collection service, which fee shall be set in the Village’s annual fee resolution setting for the rates and fees for Utility Services.”

SECTION 7: ADOPTION OF NEW SECTION 8.16.140 OF THE VILLAGE CODE.

Chapter 8.16, titled “Garbage and Refuse,” of Title 8, titled, “Health and Safety,” of the Village Code shall be amended to add a new Section 8.16.140 which shall be and read as follows:

“Section 8.16.140 Location of Receptacles.

A. Backdoor Service. Any owner or occupant who subscribes to backdoor refuse collection service shall place their refuse receptacles on collection

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

days: (i) on the side of their residence or in front of the garage on their premises at ground level; (ii) outdoors; (iii) free from enclosures or structures; or (iv) at the edge of the pavement along the alley, if applicable.

- B. Curbside Service. Any owner or occupant who subscribes to curbside refuse collection service shall place their Village-issued refuse receptacle for collection on collection days: (i) at the curb or at the edge of the pavement of their property; or (ii) at the edge of the pavement along the alley, if applicable. Receptacles must be oriented so the lid opens on the street or alley side with the handle facing the residence on the property.**
- C. Recycling Service. All owners and occupants shall place their recycling receptacles at: (i) at the curb or at the edge of the pavement of their property; or (ii) at the edge of the pavement along the alley, if applicable. Recycling receptacles must be oriented so the lid opens on the street side with the handle facing the residence on the property.”**

SECTION 8: ADOPTION OF NEW SECTION 8.16.150 OF THE VILLAGE CODE.

Chapter 8.16, titled “Garbage and Refuse,” of Title 8, titled, “Health and Safety,” of the Village Code shall be amended to add a new Section 8.16.150 which shall be and read as follows:

“Section 8.16.150 Disposal of Large and Bulk Items.

- A. Any person or business disposing of a large or bulk item not practical for regular refuse collection must coordinate a special collection with the Public Works Department prior to placing items on the curb or parkway. For large or bulk items to be eligible for collection by the Village or the Village’s designated refuse collector, the items must be of a manageable size and weight so that two persons may lift and place such items into the refuse truck without risk of injury.**
- B. Any person or business with a confirmed special collection may place their large or bulk item(s) on the curb, parkway, or alley no earlier than 7:00 p.m. the evening before a confirmed special collection, and no later than 7:00 a.m. on the day of the scheduled collection.**
- C. In the event of snow or inclement weather, large or bulk items placed on the curb will require the owner or occupant to remove any snow on the items and clear a path through the snow if necessary.”**

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

SECTION 9: 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 10: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

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

PASSED this 2nd of August, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 2nd day of August, 2022.

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 _____,
2022.

Introduced: July 19, 2022

Passed and Approved August 2, 2022

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



Agenda Item Executive Summary

TITLE: Resolution No. R-88-2022: MWRD IGA - \$500,000 Grant (Adoption)

PRESENTER: Emily Grimm

AGENDA DATE: August 2, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Metropolitan Water Reclamation District (MWRD) has awarded the Village \$500,000 as part of their Stormwater Partnership Program.

EXECUTIVE SUMMARY:

MWRD has allocated funding the North of Willow Stormwater Storage Project through the Stormwater Partnership Program. The Stormwater Partnership Program is a reimbursement program that funds projects that address flooding and drainage concerns within the District's corporate boundaries.

To be able to receive the funds, the Village must enter into an Intergovernmental Agreement (IGA) with MWRD. The District and the Village have agreed in principle to the terms of the IGA, in an amount not to exceed \$500,000.

The attached document outlines the terms of the IGA, and has been reviewed by staff and the Village attorneys. The IGA outlines the cost share requirements for the project, including bidding, administration, labor agreement, operations and maintenance, indemnification, and affirmative action requirements for the partnership.

RECOMMENDATION:

Grant authority to enter into an Intergovernmental Agreement with the Metropolitan Water Reclamation District for the design, construction, operation and maintenance North of Willow Storage Projects, under the Local Stormwater Partnership Program in an amount not to exceed \$500,000.

ATTACHMENTS:

1. Resolution No. R-88-2022: MWRD IGA
2. Intergovernmental Agreement with the Metropolitan Water Reclamation District – North of Willow Stormwater Improvements

RESOLUTION NO. R-88-2022

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO REGARDING
THE NORTH OF WILLOW STORMWATER IMPROVEMENTS**

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

WHEREAS, after several large-scale, 100-year flooding events occurred in a period of only a few years, leading to significant overland and basement flooding in the Village, the Village desires to make infrastructure and other improvements for managing stormwater to reduce flooding in the Village ("***Stormwater Master Plan***"); and

WHEREAS, on June 18, 2019, the Village entered into an Intergovernmental Cooperation Agreement with New Trier Township High School District No. 203 to construct stormwater management improvements on Dukes Child Field ("***New Trier IGA***"); and

WHEREAS, in March of 2020, the Village entered into an Intergovernmental Cooperation Agreement with the Winnetka Park District to construct stormwater management improvements on the Skokie Playfields ("***Park District IGA***") (the New Trier IGA and Park District IGA are, collectively, the "***Stormwater IGAs***"); and

WHEREAS, in accordance with the Stormwater Master Plan, and pursuant to the Stormwater IGAs, the Village is engaging in significant stormwater improvements to be located north of Willow Road (collectively, "***Improvements***"); and

WHEREAS, the Village and the Metropolitan Water Reclamation District of Greater Chicago ("***MWRD***") desire to enter into an intergovernmental agreement for the MWRD to reimburse the Village for up to \$500,000.00 of the costs related to the Improvements ("***IGA***"); and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL AGREEMENT. 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 IGA; provided, however, that if the Village Clerk does not receive two executed copies of the final IGA from the MWRD within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final IGA will, at the option of the Village Council, be null and void.

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

ADOPTED this 2nd day of August, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
WINNETKA AND THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION,
AND MAINTENANCE OF THE NORTH OF WILLOW STORMWATER
STORAGE PROJECT IN WINNETKA, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago (“MWRDGC”), a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois, and the Village of Winnetka, a home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois (“Village”). Together, the MWRDGC and the Village may be referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; and

WHEREAS, the Act, as amended, declares that stormwater management in Cook County, Illinois is under the general supervision of the MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing the MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County, Illinois; and

WHEREAS, the Village is located within the boundaries of Cook County, Illinois; and

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11 the Village is empowered to construct and maintain stormwater infrastructure and manage water, sewers, and stormwater within its corporate limits; and

WHEREAS, the Village proposes constructing four individual facilities for the North of Willow Stormwater Storage Project: Duke Childs underground facility, Little Duke underground facility, Golf Course Pond, and the 18th Hole Golf Course Pond in Winnetka, Illinois, for the public benefit of reducing flooding in the general area (“Public Benefit”); and

WHEREAS, the Village intends to provide for the design, construction, operation, and maintenance of the proposed stormwater infrastructure; and

WHEREAS, the Village intends to own the proposed stormwater infrastructure; and

WHEREAS, the Village's plans to provide for the construction of the proposed stormwater infrastructure may be accomplished more effectively, economically, and comprehensively with the Village and the MWRDGC cooperating and using their joint efforts and resources; and

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

WHEREAS, on _____, the MWRDGC's Board of Commissioners authorized the MWRDGC to enter into an intergovernmental agreement with the Village; and

WHEREAS, on _____, the Village Council authorized the Village to enter into an intergovernmental agreement with the MWRDGC; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the Village and the MWRDGC agree as follows:

Article 1. Incorporation of Recitals

The above recitals are incorporated by reference and made a part of this Agreement.

Article 2. Scope of Work

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of four individual facilities for the North of Willow Stormwater Storage Project: Duke Childs underground facility, Little Duke underground facility, Golf Course Pond, and the 18th Hole Golf Course Pond. These four facilities will provide a total of 79 acre-feet of storage and provide a 100-year level of flood protection. Obligations of the Village under this Agreement may be accomplished through the Village's duly authorized officials, officers, employees, agents, representatives, engineers, attorneys, contractors, and subcontractors.

These improvements (“Project”) are categorized by the MWRDGC as “local stormwater infrastructure.”

2. The Village, at its sole cost and expense, will provide construction drawings, specifications, and details (“Construction Documents”) for the Project.
3. The Project will realize the Public Benefit of helping to alleviate flooding within and around the Project area, as shown in Exhibit 1.
4. The Village will provide the MWRDGC with a copy of thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents for the MWRDGC’s approval as to the Public Benefit.
5. Upon execution of this Agreement and until commencement of Project construction, the Village will provide monthly updates to the MWRDGC on (1) the status and progress of Project design and (2) the schedule for Bid Advertisement and Award for the Project.
6. The MWRDGC will review and provide written comments to the Village as to the Public Benefit within thirty (30) calendar days of receipt of the thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents. The Village will incorporate the MWRDGC’s review comments into the Construction Documents. At the ninety-eight percent (98%) completion stage, the Village shall include a detailed opinion regarding probable cost of construction and shall include a breakdown of design, construction, construction engineering, and any other Project-related costs incurred or that the Village expects to incur.
7. Upon award of any Project-related construction contracts, the Village will provide monthly updates to the MWRDGC as to (1) construction progress and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days upon final completion of the construction project. Also, upon award, the Village will also provide the following to the MWRDGC: (1) a copy of its bid advertisement, including all newspaper, on-line, or any other media utilized by the Village; (2) a summary or tabulation of bids received; and (3) a copy of the Village’s approval, resolution, or equivalent awarding the contract.
8. After construction, the Village will provide the MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.

9. The MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based on the MWRDGC's review of the final Construction Documents—including any addenda, change orders, shop drawings, or field changes—it determines that the Project will not provide the intended Public Benefit.
10. Although the MWRDGC will reimburse the Village for a portion of the Project, the Village bears sole responsibility for the overall cost, expense, and payment for the Project, which the Village will construct in accordance with the final Construction Documents.
11. To the extent practicable, the Village, its agents, contractors, or employees will use the MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, the MWRDGC will provide biosolids free of charge. The Village may be required to arrange and pay for the transportation necessary to deliver the biosolids to the Project area.
12. The Village will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village will consider and act in general accord with the applicable standards of the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached to this Agreement as Exhibit 2), when advertising and awarding the construction contracts. The Village will also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event will the Village's requirements fall below the MWRDGC's applicable general standards. Although the Village need not include the attached Exhibit 2 as part of its bid documents, the Village is responsible for ensuring that these applicable minimum requirements are met.
13. The Village agrees that the Project is a "Covered Project" as defined in the MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 3). As such, the Village agrees to be obligated as the MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event will the Village's requirements fall below the standards for "Covered Projects" detailed in it.

Although the attached Exhibit 3 need not be included as part of the Project's bid documents, the Village is responsible for ensuring that its applicable minimum requirements are met.

14. The Village must comply with the applicable portions of the MWRDGC's Affirmative Action Ordinance and Diversity Policies. Revised Appendix D governs Affirmative Action goal requirements for subcontracting with Minority, Women, and Small Business Enterprises (attached to this Agreement as Exhibit 4). Appendix V governs the diversity policy requirements for subcontracting with Veteran-owned Business Enterprises (attached to this Agreement as Exhibit 5.) Collectively these goals are referred to as "participation goals."
15. The Village **must** meet the following participation goals applicable to the Project before construction is completed:
 - a. twenty percent (20%) of the total amount of reimbursement provided by the MWRDGC for the Project must be applied to work performed by Minority-owned Business Enterprises ("MBE"); and
 - b. ten percent (10%) of the total amount of reimbursement provided by the MWRDGC for the Project must be applied to work performed by Women-owned Business Enterprises ("WBE"); and
 - c. ten percent (10%) of the total amount of reimbursement provided by the MWRDGC for the Project must be applied to work performed by Small Business Enterprises ("SBE").
16. The Village **should** meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement provided by the MWRDGC for the Project should be applied to work performed by Veteran-owned Business Enterprises ("VBE").
17. The determination as to whether the Village has complied with the requirements of this Agreement by attaining the MWRDGC's participation goals is solely in the MWRDGC's discretion. If the Village fails to attain each goal as determined by the MWRDGC, the MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to attain the participation goal(s).
18. The Village will provide the MWRDGC access to inspect, with reasonable notice, any records or documentation related to the Village's compliance with the MWRDGC's participation goals and requirements.

19. To evidence compliance with the MWRDGC's participation goals, the Village must submit the following items to the MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan for MBE/WBE/SBE participation, attached to this Agreement as Exhibit 6 and a completed VBE Commitment Form, attached to this Agreement as Exhibit 7 and (2) a current letter from a certifying agency that verifies as appropriate the MBE/WBE/SBE/VBE status of each vendor listed as a subcontractor on the MBE/WBE/SBE Utilization Plan and VBE Commitment Form. A certification letter will be deemed current so long as its expiration date is after the date of the Utilization Plan or Commitment Form. Failure to timely submit a Utilization Plan, Commitment Form, or certifying letter may result in a payment delay or denial.
20. Together with each and every reimbursement request, the Village must submit to the MWRDGC the following: (1) a MBE/WBE/SBE and VBE Status Report ("Status Report"), attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay or denial.
21. The Village will comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of this Agreement.
22. The Village, at its sole cost and expense, will provide (1) the final design of the Project; (2) land acquisition and remediation, if any; and (3) construction oversight and administrative support for the Project.
23. The Village will submit an Operation and Maintenance Plan ("O&M Plan") for the MWRDGC's review and approval. The O&M Plan will be included as part of the Agreement as Exhibit 9. At its sole cost and expense, the Village will operate and maintain the Project in accordance with the O&M Plan.
24. The MWRDGC will reimburse the Village for two and 48/10 percent (2.48%) of the total construction cost of the Project, but in no event will that amount exceed Five Hundred Thousand and 00/100 dollars (\$500,000.00) ("Maximum Reimbursement Amount"). For

purposes of this Agreement, “construction” will mean all work necessary to build the Project as depicted in the Construction Documents. The Village will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. The Village will be solely responsible for change orders, overruns, or any other increases in the cost of the Project. All funding provided by the MWRDGC will be exclusively to reimburse the Village for construction of the Project.

25. The MWRDGC will disburse funds to the Village in accordance with the following schedule:
- a. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of reimbursement request for twenty-five percent (25%) completion of construction;
 - b. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of reimbursement request for fifty percent (50%) completion of construction;
 - c. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of reimbursement request for seventy-five percent (75%) completion of construction; and
 - d. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover the MWRDGC’s share of the total construction cost as detailed in Article 2.24 will be paid upon receipt of invoices for final completion and after final inspection by the MWRDGC.

The Village must submit invoices for the representative percentage of construction within thirty (30) calendar days of meeting its respective completion percentage, through seventy-five percent (75%) completion, and within sixty (60) calendar days of final completion for the final reimbursement cost. The MWRDGC will only pay invoices submitted in strict accordance with the foregoing schedule. The MWRDGC may opt to not pay any late reimbursement request or invoices.

26. The MWRDGC’s Maximum Reimbursement Amount under this Agreement is based on the funding amount that the MWRDGC’s Board of Commissioners approved and appropriated for the calendar year in which the Agreement is executed. Any additional funding from the MWRDGC beyond that which was approved and appropriated for the initial calendar year is subject to the approval of the MWRDGC’s Board of Commissioners.
27. The Village is responsible for all other Project costs including engineering, property acquisition, other design-related costs, construction inspection, and the remainder of the construction cost that is not reimbursed by the MWRDGC.

28. As a condition for reimbursement, the Village must submit copies of construction invoices to the MWRDGC for review along with the respective reimbursement requests.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The Village will obtain all federal, state, county, and local permits required by law for the construction of the Project and will assume any costs in procuring said permits. Additionally, the Village will obtain all consents and approvals required by federal, state, and county regulations for the construction of the Project and will assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Village will obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests

1. If the Project Site is located entirely within a right of way, perpetual easement, or on other property represented to be owned solely by and within the Village, prior to execution of this Agreement, the Village must have an enforceable property interest in the Project Site and provide proof of that interest to the MWRDGC. If the Project Site is situated entirely in a right of way, perpetual easement, or on other property owned solely by and within the Village, and no proof of dedication, perpetual easement, or ownership is available, the Village may request and submit the form affidavit that the MWRDGC will provide upon request, which must be executed by an authorized officer of the Village. Acceptance of the affidavit is at the MWRDGC's discretion. Exhibit 10 appended to this Agreement contains the executed affidavit or, in the alternative, all relevant documentary evidence of dedication, perpetual easement, or ownership.
2. For all surrounding property impacting or being impacted by the Project, prior to starting construction of the Project, the Village will acquire any temporary or permanent easements, license agreements, or fee simple title necessary for access to the Project Site as well as construction and maintenance of the Project. Any property interests acquired by the Village must be consistent with the MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5 of this Agreement.

3. Should acquisition of property interests via condemnation be necessary, the Village will incur all associated costs, including purchase price and easement fees, as well as any attorney's fees. When necessary, the Village will be required to provide relocation assistance consistent with the obligations of all applicable state and federal law.
 - a. If it is determined during the design and/or construction phases of the Project, as performed by the Village, that hazardous substances are located in, on, or under the Project Site, the Village must notify the MWRDGC in writing within fourteen (14) calendar days of this information becoming available. Following notification, the Village and the MWRDGC will meet to determine if it is appropriate for the Project to proceed. If the MWRDGC decides to proceed with the Project, the Village shall be responsible for all Project Site remediation which must be performed pursuant to applicable state and federal law.
4. The Village will record all easements, licenses, or deeds acquired for the Project.
5. The Village will own all the improvements constructed for the Project. Nothing in this Agreement creates an ownership or property interest for the MWRDGC in any part of the Project.
6. The Village may not lease, sell, or transfer the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, to a third-party during the term of this Agreement without the MWRDGC's prior written approval. The Village must provide the MWRDGC with at least sixty (60) calendar days' written notice of the date on which it intends to execute a lease, sell, or transfer the property. Failure to comply with this Subsection of the Agreement during the construction phase of the Project may result in termination by the MWRDGC pursuant to Article 7 of this Agreement and may require the Village to return all or a portion of the funds received from the MWRDGC, at the MWRDGC's discretion. Alternatively, failure to comply with this Subsection during the maintenance phase of the Project may result in the MWRDGC seeking full or partial repayment of funds provided to the Village from the MWRDGC for the Project, subject to the MWRDGC's discretion.

Article 5. Maintenance

1. The Village, at its sole cost and expense, will provide for maintenance of the Project in accordance with the MWRDGC-approved O&M Plan for at least Fifty (50) years after

completing construction of the Project and must ensure that the Project perpetually provides the intended Public Benefit or that the Village replaces the Project after those Fifty (50) years with improvements that provide equal or greater stormwater benefit to the public.

2. The Village must conduct annual inspections to ensure adequate maintenance of the Project in accordance with the O&M Plan approved by the MWRDGC. The Village will prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended Public Benefit. The annual inspection report must either be stamped by a Professional Engineer licensed by the State of Illinois or signed by the head of the department responsible for maintenance duties. The stamped or signed annual inspection report will be provided to the MWRDGC within thirty (30) calendar days of completion.
3. The MWRDGC will have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of the MWRDGC, the MWRDGC may issue written notice by certified, registered, or electronic mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) calendar days after such notice, the MWRDGC may cause such maintenance to be performed and the Village will pay the MWRDGC the entire cost that the MWRDGC incurred to perform the required maintenance.
5. In addition to Subsection 4 above, if the MWRDGC determines that the Village has failed to maintain the Project's improvements to provide the intended Public Benefit, the MWRDGC may require the Village to repay some or all the funding that the MWRDGC provided under this Agreement. The amount of repayment is at the sole and reasonable discretion of the MWRDGC. However, this paragraph shall not apply if, Fifty (50) years after completing construction of the Project, the Village replaces the Project with improvements that are deemed by the MWRDGC to have equal or greater Public Benefit.
6. In performing its obligations under this Article, the Village will comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

1. Bid Advertisement. The Village will provide the MWRDGC with thirty (30) calendar days' notice prior to Bid Advertisement for the Project.
2. Construction. The Village will provide the MWRDGC with a construction schedule and a minimum of seventy-two (72) hours' notice before the following project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 7. Termination

1. Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 24 of this Agreement, terminate this Agreement as it pertains to the entire Project. The Village will return all Project-related funds received from the MWRDGC no later than fourteen (14) calendar days following its termination of the Agreement.
2. Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 24 of this Agreement, terminate this Agreement as it pertains to the entire Project. The MWRDGC may also terminate this Agreement if: (a) the Village does not award construction of the Project within six (6) months from the Effective Date of the Agreement or (b) the Project is not completed in accordance with the Construction Documents by the later of (i) one (1) year of the Village's initial award of the construction contract for the Project; or (ii) December 31, 2023. If the MWRDGC elects to terminate this Agreement based on expiration of the one (1) year completion period, then the Village must return all funds provided by the MWRDGC within fourteen (14) calendar days of termination. In its sole and reasonable discretion, the MWRDGC may approve extensions prior to the expiration of the six (6) month award period and/or one (1) year completion period for delays outside the Village's control and where the Village made good faith efforts to advance the Project.
3. If during the term of this Agreement, either Party fails to comply with any of the provisions contained in this Agreement, the other Party may seek to terminate this Agreement upon thirty (30) calendar days' written notice. Upon receiving written notice of desire to terminate, the Parties shall commence discussion regarding conformance with the Agreement. If a resolution is reached,

the Agreement shall proceed. If no resolution is reached, the Agreement shall be deemed terminated. Within thirty (30) calendar days of such termination, all funds received from the MWRDGC shall be returned, unless other arrangements are agreed upon in writing.

Article 8. Effective Date

This Agreement becomes effective on the date that the last signature is affixed to the signature pages.

Article 9. Duration

Subject to the terms and conditions of Article 7 above, this Agreement will remain in full force and effect for perpetuity.

Article 10. Non-Assignment

Neither Party may assign its rights or obligations under this Agreement without the written consent of the other Party, which consent cannot be unreasonably withheld.

Article 11. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement will be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted in this Agreement, nor will he or she be held personally liable under any term, provision, or subsection of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 12. Indemnification

The Village will defend, indemnify, and hold harmless the MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Parties") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Parties and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this Agreement or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement,

provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of MWRDGC.

Article 13. Representations of the Village

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation; and
4. The funds allocated by the Village for this Project are separate from and in addition to the funds that the MWRDGC will provide under this Agreement.

Article 14. Representations of the MWRDGC

The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign on behalf of and to bind the MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of its terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRDGC or any instrument to which the MWRDGC is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation.

Article 15. Disclaimers

This Agreement is not intended, nor will it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement will be construed to establish a contractual relationship between the MWRDGC and any party other than the Village.

Article 16. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver will be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 17. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 18. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary, to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village will provide the MWRDGC with a full-sized copy of "As-Built" drawings for the Project. The drawings will be affixed with the "As-Built" printed mark and must be signed by both the Village resident engineer and the contractor.

Article 19. Compliance with Applicable Laws and Deemed Inclusion of Same

The Parties agree to observe and comply with all federal, state, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by

either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement will comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth in this Agreement.

The Village agrees that it will ensure that all contractors and sub-contractors that perform work on the Project are properly registered to transact business with the Illinois Secretary of State, are properly licensed for the work to be performed, and are properly insured during the entire term of this Agreement

Article 20. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations may be implied that are not expressly set forth in this Agreement.

Article 21. Amendments

This Agreement cannot be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 22. References to Documents

All references in this Agreement to any exhibit or document will be deemed to include all supplements and authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 23. Judicial and Administrative Remedies

The Parties agree that this Agreement and any subsequent amendment will be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of the MWRDGC or the Village will be cumulative, and election by the MWRDGC or the Village of any single remedy will not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 24. Notices

Unless otherwise stated in this Agreement, all notices given in connection with this Agreement will be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below. All notices will be sent by personal delivery, overnight messenger service, first class registered or certified mail with postage prepaid and return receipt requested, or by electronic mail. A written notice will be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight courier service, on the next business day following deposit with the overnight courier; (c) with respect to notices sent by mail, two (2) calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (d) with respect to notices sent by electronic mail, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. In the heading of all notices, the Parties must identify the Project by stating as follows: "IGA between the Village of Winnetka and the MWRDGC for the 2022 North of Willow Stormwater Storage Project."

The Parties must address all notices referred to in this Agreement, or that either Party desires to give to the other, as set forth in Article 25 of this Agreement, unless otherwise specified and agreed to by the Parties.

Article 25. Representatives

Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement.

For MWRDGC:	For the Village:
Director of Engineering	Village Manager
Metropolitan Water Reclamation District of Greater Chicago	Village of Winnetka
100 East Erie Street	510 Green Bay Road
Chicago, Illinois 60611	Winnetka, Illinois 60093
Phone: (312) 751-7905	Phone: (847) 716-3541
Email: oconnorc@mwrdd.org	Email: RBahan@winnetka.org

Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative's name, address, telephone number, and electronic mail address.

Article 26. Interpretation and Execution

1. The Parties agree that this Agreement will not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties will execute this Agreement in quadruplicate with original signatures, unless the Parties otherwise agree to execute electronically.

Article 27. Exhibits and Attachments

The following Exhibits are attached and incorporated into this Agreement, with amended versions attached, as applicable:

- | | |
|--------------------|--|
| Exhibit 1: | Project Vicinity Map and Project Conceptual Drawing |
| Exhibit 2: | The MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 |
| Exhibit 3: | The MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) ("MPLA") |
| Exhibit 4: | Affirmative Action Ordinance, Revised Appendix D |
| Exhibit 5: | Veteran's Business Enterprise Contracting Policy, Appendix V |
| Exhibit 6: | M/W/SBE Utilization Plan |
| Exhibit 7: | VBE Commitment Form |
| Exhibit 8: | Affirmative Action Status Report |
| Exhibit 9: | Operation and Maintenance Plan, Inspection Log |
| Exhibit 10: | Project site property interest documents or Affidavit |

The Metropolitan Water Reclamation District of Greater Chicago and the Village of Winnetka, have executed this Agreement, by their authorized officers, duly attested and their seals affixed, as of the date of the last signature affixed hereto.

Village of Winnetka

BY: _____
Chris Rintz, Village Council President

Date _____

ATTEST:

Robert M. Bahan, Village Clerk

Date _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Date

Executive Director

Date

ATTEST:

Clerk

Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Director of Engineering

Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Date

General Counsel

Date



Agenda Item Executive Summary

TITLE: Resolution No. R-89-2022: Approving a Contract with G&L Contractors for W&E Building A Structural Floor Replacement (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: August 2, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Fiscal Year 2022 budget includes \$40,000 for structural floor replacement for a portion of the Village Yards facility known as "Building A". This cost is split 50/50 across the water and electric budgets. This portion of the building was originally constructed in 1970 and two sections of the structural floor have deteriorated since that time. This building is on top of the closed municipal landfill, so the floor was constructed on deep driven piers with the anticipation of minor settlement under the structural floor. Staff have made intermediate spot repairs to the floor over the years, as recently as 2019. This area of floor must occasionally support large trucks in excess of 45,000 pounds.

EXECUTIVE SUMMARY:

On June 16, 2022, the Village issued a request for bid (RFB #022-033) for the removal and replacement of ~1,000 square feet of the structural floor in a portion of Building A of the Village's W&E facility located at 1390 Willow Road. The bid request sought qualified firms to perform demolition work as indicated within the specifications, placement of approved fill material in areas experiencing settlement, construction of a new structural floor, sealing of the concrete and other related work.

On July 15, 2022, the Village received five proposals from qualified contractors to perform construction operations. The Contractor's proposed pricing, construction experience, references, proposed schedule, and current workload were evaluated. Based on the results of this evaluation, staff recommends awarding a construction contract to G&L Contractors, of Skokie, IL, who submitted the low bid of \$35,356 to complete the project. A bid tab is attached as Exhibit 1. The Fiscal Year 2022 water budget (520.60.01-570) and electric budget (500.40.01-570) each allocated \$20,000 for a total of \$40,000 to spend on this floor replacement.

Resolution No. R-89-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with G&L Contractors for the W&E Building A Structural Floor Replacement.

RECOMMENDATION:

Consider adoption of Resolution No. R-89-2022: Approving a Contract with G&L Contractors for W&E Building A Structural Floor Replacement

ATTACHMENTS:

1. Resolution No. R-89-2022: Awarding a Contract to G&L Contractors for W&E Building A Structural Floor Replacement

RESOLUTION NO. R-89-2022

**A RESOLUTION AWARDING A CONTRACT TO
G&L CONTRACTORS FOR W&E BUILDING A STRUCTURAL FLOOR
REPLACEMENT**

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

WHEREAS, the Village is the record title owner of the property commonly known as the Village of Winnetka Public Works Facility and located at the address commonly known as 1390 Willow Road in the Village ("***Public Works Facility***"); and

WHEREAS, the Village has appropriated funds for floor replacement services at a portion of the Public Works Facility, including the demolition of certain flooring and construction of a new structural floor (collectively, "***Services***"); and

WHEREAS, the Village issued Bid #022-033 for the provision of the Services; and

WHEREAS, the Village received five bids to provide the Services and opened the bids on July 15, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that G&L Contractors ("***Contractor***") is the lowest responsive and responsible bidder to provide the Services; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for provision of the Services in an amount not to exceed \$35,356.00 ("***Contract***"); and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60

August 2, 2022

R-89-2022

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

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

ADOPTED this 2nd day of August 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA

RFB #022-033

CONTRACT FOR

Water & Electric Building A Structural Floor Replacement

Full Name of Bidder G&L Contractors ("Bidder")
Principal Office Address 7401 St. Louis Ave. Skokie, IL 60076
Local Office Address _____
Contact Person Michael Gora Telephone Number 847-679-7980

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

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

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Water & Electric Building A Structural Floor Replacement**.

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

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

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

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

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

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

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

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

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement, the ***Village will not pay more than the line item prices as outlined in Attachment A.***

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

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

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

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

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

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

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

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by ***November 1, 2022.***

4. Financial Assurance

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined

Single Limit.

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS

565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

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

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

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data

supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

Dated: 7/12, 20 22

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

Bidder's Name:

G & L Contractors

Doing Business As (if different):

Signature of Bidder or Authorized Agent:

(corporate seal)
(if corporation)

Printed Name: Michael Gora

Title/Position: President

Bidder's Business Address:

7401 St. Louis

Ave. Skokie, IL 60076

Bidder's Business Telephone: 847-679-7980

Facsimile: 847-679-7981

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

NAME	TITLE	ADDRESS

VILLAGE OF WINNETKA, ILLINOIS

ATTACHMENT A: SPECIFICATIONS

1) INTRODUCTION

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary for the repair of a section of concrete floor within a Village-owned facility.

2) BACKGROUND (PROJECT DESCRIPTION AND SCOPE OF WORK):

The repairs will be performed at Building A of the Village Yards facility at 1390 Willow Rd, Winnetka, IL 60093. The section of flooring in question is in a portion of the building that routinely houses trucks with a GVWR in excess of 45,000 pounds.

Existing conditions are shown in Exhibit A. Per the foundation specifications, the existing slab is approximately 9" thick with a live load of 250 P.S.F. The vertical steel support columns in this area are poured within piers that sit atop drilled piles approximately 40 feet in depth. Care must be taken when excavating around these piers/piles. Depth of bedding material shown in Exhibit A is approximate as settling may have occurred over time.

The scope of work includes:

- I. Demolishing existing floor section(s).
- II. Furnishing aggregate base/fill material for the section(s) in question.
- III. Providing steel reinforcement as needed to restore section(s) to their designed load.
- IV. Installation of the structural concrete floor with waterproof traffic membrane.

No plumbing and/or drainage work is being performed in conjunction with this floor replacement.

For bidding purposes assume three feet of structural fill, as recommended by an IL licensed geo-tech, will be required below the new slab for forming purposes.

The Village is seeking quotes for the replacement of two adjacent floor areas. Water & Electric may elect to replace only one area or both areas depending on budgetary constraints. The Village also reserves the right to reject any and all bids.

3) REQUIREMENTS

- I. Contractor shall:
 - a. Sawcut the areas of floor in question to provide a uniform transition.
 - b. Coordinate storage of materials and equipment with the Village. Contractor is solely responsible for materials and equipment stored on site. Village assumes no responsibility for said materials and equipment.
 - c. Take reasonable steps to control dust within the building.
 - d. Be responsible for all clean up.
 - e. Be responsible for disposal of all spoils.
 - f. Supervise and direct the work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures.
 - g. Perform all work in compliance with all applicable local and state codes and ordinances.
- II. Prevailing wage act
 - a. All work activities shall comply with the Prevailing Wage Act.
 - b. Proof of payroll to be included with invoice.
- III. The Village to cover all permit fees.
- IV. The Village to move any material/equipment currently stored within the work zone.
- V. Hours of construction to comply with Village ordinance.
- VI. Project to be completed by November 1, 2022. Once project starts, contractor shall make reasonable efforts to bring project to a timely completion and avoid prolonged interruptions to warehouse operations.

4) CONSTRUCTION NOTES

- I. Design and Loading:
 - a. Structural design of this building is in accordance with the international building code, 2009 edition.
 - b. Live loads used in design as follows: exist. garage struct slab - 250 psf
-

VILLAGE OF WINNETKA, ILLINOIS

- c. Reference exist. attached drawings: Robert C Taylor and Associates, Architects & Engineers, 212 S. Marion St - Oak Park, IL 60302, Dated: April 6, 1970
- II. Concrete and Reinforcing:
- a. All concrete work shall be in accordance with the "building code requirements for reinforced concrete" (ACI 318) and with "specifications for structural concrete for buildings" (ACI 301), latest editions.
 - b. All normal weight concrete (145 p.c.f.) shall obtain a minimum 28 day compressive strength as follows: Grade beams: - 4000 psi ; Cast-in place slabs- 4000 psi
 - c. The compressive strength of all grout used to provide level bearing of column base plates shall match the compressive strength of the supporting concrete substructure.
 - d. Calcium chloride and/or admixtures containing calcium chloride shall not be used in any concrete, including that to be placed on precast concrete decks.
 - e. All concrete subject to exterior exposure, shall be air entrained 6%, with a tolerance of +1.5%, as delivered.
 - f. Test cylinders shall be made and tested as outlined in Chapter 16 of ACI-301 specification.
 - g. Cold weather concreting shall be done in accordance with ACI-306. Hot weather concreting shall be done in accordance with ACI-305.
 - h. Reinforcing bars shall be deformed bars of new billet steel conforming to ASTM specification A-615, grade 60. Welded wire fabric shall conform to ASTM A-185. All reinforcing and accessories shall be detailed and placed in accordance with ACI standards 315 and 315R.
 - i. Reinforcement shall be continuous across joints and around corners or splice bars shall be provided in accordance with ACI standards 315 and 315R. Corner bars shall be provided at all wall corners, equal to the horizontal wall reinforcement. Heating of the reinforcing bars for bending will not be permitted.

5) ADDITIONAL INFORMATION:

We highly encourage bidders to arrange a site visit for quoting purposes. Please contact Assistant Director of Water & Electric Nicholas Narhi at (847)-716-3553 or nnarhi@winnetka.org to arrange said visit.

The Village of Winnetka uses all prices and answers in the "Bidder Proposed to Furnish" section to evaluate successful bidders. The Village of Winnetka reserves the right to split the bid (use multiple vendors).

		Unit	Quantity	Proposed Price Area 1 (~ 615 SF)	Proposed Price Area 2 (~ 400 SF)
1	Demolition Work – Including Disposal of Materials	LS	1	\$ 7,993.00	\$ 7,183.00
2	Furnish, place and compact stone base.	LS	1	\$ 3,758.00	\$ 3,533.00
3	Drill and install dowels to existing floor	LS	1	\$ 827.00	\$ 560.00
4	Furnish and place rebar reinforcement	LS	1	\$ 2,898.00	\$ 2,078.00
5	Installation of Structural Concrete Floor with Waterproof Membrane	LS	1	\$ 7,583.00	\$ 4,983.00
Total Lump Sum				\$ 20,059	\$ 15,297

END OF BID SPECIFICATIONS

EXHIBIT 1

				CONTINENTAL		DOUG KERSEY		G&L		MAG		BOLLER	
		Unit	Quantity	Proposed Price Area 1 (~ 615 SF)	Proposed Price Area 2 (~ 400 SF)	Proposed Price Area 1 (~ 615 SF)	Proposed Price Area 2 (~ 400 SF)	Proposed Price Area 1 (~ 615 SF)	Proposed Price Area 2 (~ 400 SF)	Proposed Price Area 1 (~ 615 SF)	Proposed Price Area 2 (~ 400 SF)	Proposed Price Area 1 (~ 615 SF)	Proposed Price Area 2 (~ 400 SF)
1	Demolition Work – Including Disposal of Materials	LS	1	\$ 11,400.00	\$ 7,300.00	\$ 11,085.00	\$ 8,536.00	\$ 4,993.00	\$ 4,183.00	\$ 15,510.00	\$ 10,780.00	\$ 10,900.00	\$ 7,700.00
2	Furnish, place and compact stone base.	LS	1	\$ 10,000.00	\$ 6,400.00	\$ 29,600.00	\$ 20,807.00	\$ 3,758.00	\$ 3,533.00	\$ 2,057.00	\$ 1,337.60	\$ 15,120.00	\$ 10,080.00
3	Drill and install dowels to existing floor	LS	1	\$ 1,300.00	\$ 1,000.00	\$ 3,695.00	\$ 2,667.00	\$ 827.00	\$ 560.00	\$ 1,045.00	\$ 825.00	\$ 2,520.00	\$ 1,680.00
4	Furnish and place rebar reinforcement	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 7,390.00	\$ 4,268.00	\$ 2,898.00	\$ 2,038.00	\$ 3,850.00	\$ 2,503.60	\$ 4,440.00	\$ 2,960.00
5	Installation of Structural Concrete Floor with Waterproof Membrane	LS	1	\$ 10,000.00	\$ 6,000.00	\$ 22,130.00	\$ 17,072.00	\$ 7,583.00	\$ 4,983.00	\$ 12,737.50	\$ 8,279.00	\$ 8,880.00	\$ 5,920.00
Total Lump Sum				\$ 34,700.00	\$ 22,700.00	\$ 73,900.00	\$ 53,350.00	\$ 20,059.00	\$ 15,297.00	\$ 35,199.50	\$ 23,725.20	\$ 41,860.00	\$ 28,340.00
TOTAL PROJECT				\$ 57,400.00		\$ 127,250.00		\$ 35,356.00		\$ 58,924.70		\$ 70,200.00	



Agenda Item Executive Summary

TITLE: Ordinance No. M-11-2022: 564 Green Bay Road - Mixed Use Building Special Use & Variations (Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: August 2, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

On August 2, 2022, Village Council is scheduled to consider Ordinance No. M-11-2022 in response to an submitted by 564 Green Bay Road, LLC (the "Applicant"), as the owner of the property located at 564 Green Bay Road (the "Subject Property"). **(Attachment 1)** The Applicant is proposing construction of a new three-story mixed-use building with a rooftop deck on the Subject Property and requests approval of the following relief:

1. Approval of a **Special Use Permit** to allow off-street parking at street-level along the alley on the Subject Property; and
2. Approval of the following **zoning variations**:
 1. Rear Yard Setback of 3 feet from the west property line, whereas a minimum of 10 feet is required, a variation of 7 feet (70%) ; and
 2. Off-street parking spaces for two vehicles, whereas a minimum of three parking spaces are required for the residential units, a variation of one parking space (33.33%) .

The Applicant is also requesting approval of a Certificate of Appropriateness for the design of the proposed mixed-use building consisting of first floor commercial space, which would be occupied by an Engel and Volkers real estate office, and two floors of residential units above, which consists of one rental apartment on each level. The Applicant is a legal entity affiliated with Engel and Volkers.

ADVISORY BOARD/COMMISSION REVIEW

Design Review Board. The Design Review Board (DRB) considered a Certificate of Appropriateness for the proposed development on May 19, 2022. The DRB found the general design in keeping with the Design Guidelines; however, the DRB found the application was missing details regarding the windows, railings, grout, limestone, etc. that could have a significant impact on the design of a white brick building. Therefore, the request was continued to the June DRB meeting to provide the Applicant time to respond.

At the June 28, 2022, meeting, the Applicant presented further detailed information regarding the building design and materials. In response to questions from Board members regarding the brick size, the Applicant stated that the proposed brick would be a structural brick that would be 4" x 12" and Artic White. Near the conclusion of the discussion, the Applicant stated that the mortar would be similar in color to provide a more monolithic appearance. Board members expressed concerns regarding the brick size, and a majority of the Board found that a smaller brick size would be more appropriate for the type of building and its location. In the end, the Board, by a vote of 5-0, recommended approval of the Certificate of Appropriateness with the condition that the Applicant replace the 4" x 12" size brick with a smaller size brick. The Applicant stated they would explore their options regarding a smaller brick size. The agenda materials and minutes for these meetings can be found in **Attachment 2**.

Plan Commission. The Plan Commission considered the special use permit on May 23, 2022. After hearing from the Applicant and two members of the public, the Commission discussed the request and the parking lift the Applicant proposed to accommodate a third vehicle. Given the location of the proposed building in relation to the existing alley, Commissioners suggested that the parking lift be eliminated from the plans to avoid any additional congestion in the public alley that may be caused during the use of the parking lift. Ultimately, the Commission, by a vote of 6-0, recommended approval of the special use permit request as presented. The minutes from this meeting can be found in **Attachment 3**. The agenda materials for the Plan Commission were similar to those of the ZBA, which can be found in **Attachment 4**.

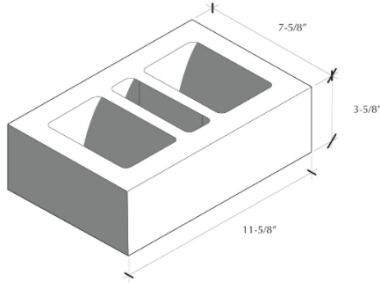
Zoning Board of Appeals. On June 13, 2022, the Zoning Board of Appeal (ZBA) considered the special use permit to allow off-street parking at street level along the alley and the two requested zoning variations – to provide less than the minimum require off-street parking for the residential units and to provide less than the minimum required rear yard setback from the west property line. After hearing from the Applicant and discussing the application, the ZBA, by a vote of 5-0, recommended approval of the special use and variations. As part of its deliberation, the ZBA did discuss the appropriateness of the development plan including the proposed parking lift to accommodate a third parking space; however, in the end, the ZBA did not include any condition regarding the lift. The agenda materials and minutes for this meeting can be found in **Attachment 4**.

Landmark Preservation Commission. It should also be noted that the Applicant has submitted a demolition permit. On April 4, 2022, the Landmark Preservation Commission found that the existing building was not historic or architecturally significant thus allowing demolition to proceed without delay.

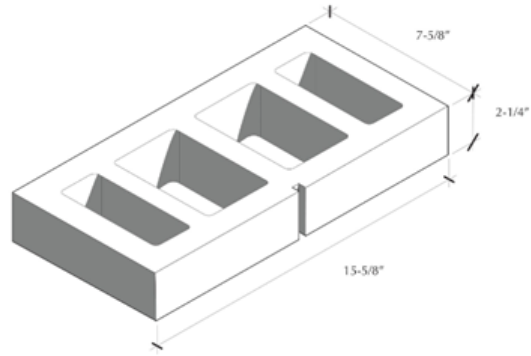
CURRENT PROPOSAL FOR COUNCIL CONSIDERATION

The proposed mixed-use building before the Village Council is the same as what was presented to the Design Review Board, the Plan Commission, and the Zoning Board of Appeals, except for the following two changes in response to either a condition imposed by the DRB or comments by ZBA and PC members:

- The Applicant has removed the proposed parking lift from its plans.
- The Applicant has replaced the 4" x 12" structural brick with a structural brick that has the appearance of two smaller bricks. The groove on the brick face would be filled with mortar so that the brick would have the appearance of two smaller bricks approximately 2 ¼" x 8".



Brick Presented to the DRB



Current Proposed Brick

The plans included with the draft ordinance for the Council's consideration incorporates these two changes.

RECOMMENDATION:

Given each of the three advisory bodies unanimously recommended approval of the requested relief and the Applicant has revised its plans to address the DRB's condition for recommendation, the Village Council may wish to (a) consider waiving introduction of Ordinance M-08-2022 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-08-2022.

ATTACHMENTS:

1. Ordinance No. M-11-2022 - Granting Approval of a Special Use Permit, Variations, & Certificate of Appropriateness - 564 Green Bay - Mixed Use Building
2. DRB Agenda Packet & Minutes - 564 Green Bay - Mixed Use Building
3. PC Draft Minutes - 564 Green Bay - Mixed Use Building
4. ZBA Agenda Packet & Minutes - 564 Green Bay - New Mixed-Use Building

ORDINANCE NO. M-11-2022

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT, VARIATIONS FROM THE
WINNETKA ZONING ORDINANCE, AND A CERTIFICATE OF APPROPRIATENESS
FOR THE CONSTRUCTION OF A NEW MIXED-USE BUILDING
WITHIN THE C-2 DISTRICT
(564 GREEN BAY ROAD)**

WHEREAS, 564 Green Bay LLC, an Illinois limited liability company ("***Applicant***"), is the record title owner of the parcel of real property commonly known as 564 Green Bay 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 C-2 General Retail Commercial District of the Village ("***C-2 District***") measuring approximately 0.05 acres in size, and is currently improved with a two-story commercial building ("***Existing Building***"); and

WHEREAS, the Applicant desires to demolish the Existing Building and redevelop the Subject Property with a new, three-story mixed-use, multi-family building, which building is proposed to include: (i) a ground-floor and basement-level commercial unit; (ii) an interior parking garage with two street-level parking spaces; (iii) two single-level, two-bedroom residential units on the second and third floor of the proposed building, respectively; and (iv) a rooftop deck (collectively, the "***Proposed Improvements***"); and

WHEREAS, pursuant to Section 17.46.110.G of the Winnetka Zoning Ordinance ("***Zoning Ordinance***"), a parking garage at street level is not permitted within the C-2 District without a special use permit; and

WHEREAS, pursuant to Section 17.46.030 of the Zoning Ordinance, the Subject Property must have a rear yard setback of 10 feet; and

WHEREAS, pursuant to Section 17.46.110 of the Zoning Ordinance, the Proposed Improvements must include three off-street parking spaces; and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for: (i) a special use permit pursuant to Sections 17.46.110.G and Chapter 17.56 of the of the Zoning Ordinance to allow the construction and operation of a street-level parking garage within the C-2 District ("***Special Use Permit***"); (ii) a variation from Section 17.46.030 of the Zoning Ordinance to permit a rear yard setback of 3 feet; (iii) a variation from Section 17.46.110 of the Zoning Ordinance to permit two off-street parking spaces at the Subject Property (collectively, the "***Variations***"); and (iv) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code ("***Certificate of Appropriateness***") (collectively, the "***Requested Relief***"); and

WHEREAS, on May 19 and June 28, 2022, after due notice thereof, the Winnetka Design Review Board ("***Design Review Board***") conducted public hearings to consider the Certificate of Appropriateness for the Proposed Improvements; and

WHEREAS, on June 28, 2022, the Design Review Board, by a vote of five in favor and zero opposed, recommended the Village Council approve the Certificate of Appropriateness subject to the condition set forth in Section 5.A of this Ordinance; and

WHEREAS, on May 23, 2022, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of six in favor and zero opposed, recommended that the Village Council approve the Special Use Permit; and

WHEREAS, on June 13, 2022, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the Special Use Permit and Variations and, by a vote of five in favor and zero opposed, recommended that the Village Council approve the Special Use Permit and Variations; and

WHEREAS, 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 provisions or regulations of the Zoning Ordinance from which the Variations have been sought; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit Amendment satisfies the standards for the approval of special use permits within the C-2 District set forth in Chapter 17.56 of the Zoning Ordinance; and

WHEREAS, the Village Council has determined that approval of the Requested Relief for the construction and operation of the Proposed Improvements on the Subject Property within the C-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 SPECIAL USE PERMIT. Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.46.110.G of the Zoning Ordinance and the home rule powers of the Village, to allow the construction and operation of a street-level parking garage by Applicant on the Subject Property within the C-2 District.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Variations from Sections 17.46.030 and 17.46.110 of the Zoning Ordinance to allow the construction of the Proposed Improvements 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.

{00127598.1}
August 2, 2022

M-11-2022

SECTION 4: APPROVAL OF CERTIFICATE OF APPROPRIATENESS. Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Certificate of Appropriateness is granted for the Subject Property, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

SECTION 5: CONDITIONS. The approvals granted by Sections 2, 3, and 4 of this Ordinance are subject to, and contingent upon, compliance by the Applicant with the following conditions:

- A. Use of Brick. The Applicant must use brick for the exterior of the Proposed Development that is consistent with the size, type, and quality of brick depicted in the Proposed Building Materials Descriptions documentation attached to and, by this reference made a part of this Ordinance as **Exhibit B**.
- B. Commencement of Construction. The Applicant must commence the construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance.
- C. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvements and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, 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.
- E. Compliance with Plans. The development, use, and maintenance of the Proposed Improvements on the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards:
 - 1. The Proposed Site Plan prepared by Kaminski Architects, consisting of one sheet, and with a latest revision date of July 22, 2022, attached to and, by this reference made a part of this Ordinance as **Exhibit C**;

2. The Proposed Floor Plans, Proposed Exterior Elevations, Proposed Building Section, Proposed Parking Diagram, and Proposed Line of Site prepared by Kaminski Architects, consisting of six sheets, and with a latest revision date of July 22, 2022, attached to and, by this reference made a part of this Ordinance as **Exhibit D**;
3. The Proposed Street View prepared by Kaminski Architects, consisting of one sheet, attached to and, by this reference made a part of this Ordinance as **Exhibit E**.
4. Rendering prepared by Kaminski Architects, consisting of one sheet, attached to and, by this reference made part of this Ordinance as Exhibit F.
5. The Proposed Building Materials Descriptions document prepared by Kaminski Architect, consisting of 15 pages, attached to and, by this reference made a part of this Ordinance as Exhibit B.

SECTION 6: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Clerk Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 7: 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 Sections 2, 3, and 4 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 Sections 2, 3, and 4 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 8: 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 9: 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 10: **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 G** 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 10.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 2nd day of August, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2022.

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 _____,
2022.

Introduced: _____, 2022

Passed and Approved: _____, 2022

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE NORTHWESTERLY 10 FEET OF LOT 8 AND THE SOUTHEASTERLY 25 FEET OF LOT 9, THE SOUTHEASTERLY LINE OF WHICH PART OF SAID LOT 8 IS 10 FEET SOUTHEASTERLY FROM AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 8, THE NORTHWESTERLY LINE OF WHICH PART OF SAID LOT 9 IS 25 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 9 IN DALE AND OTHERS SUBDIVISION OF BLOCK 14 IN WINNETKA SUBDIVISION OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 564 Green Bay Road, Winnetka, Illinois.

PIN: 05-20-208-010-0000

EXHIBIT B

PROPOSED BUILDING MATERIALS DESCRIPTIONS

Proposed Building Materials



Additional details and specs for 564 Green Bay Rd Project:

1. Windows to be Marvin in Stone White Clad Exterior, painted wood interior, casement type with full screen. Screen to be on the inside of the window and will not be visible from outside. Windows will be SDLS which stands for simulated divided light with a space bar between the glass, creating a look of traditional windows. It means the window grills (mullions) will be on the outside and inside of the glass. The glass will be Low E2 clear with light transmittance of 0.44 and condensation resistance of 58. The windows will be double glazed with Argon. The insulation U-factor 0.3. Solar Heat Gain Coefficient is 0.26. See spec attachment #1.
2. The patio doors will have the same perimeter as the windows, Marvin in Stone White Clad Exterior, painted wood interior, with full screen. Door "French Door" type will be SDLS which stands for simulated divided light with a space bar between the glass, creating a look of traditional windows. It means the door grills (mullions) will be on the outside and inside of the glass. The glass will be Low E2 clear with light transmittance of 0.44 and condensation resistance of 58. The windows will be double glazed with Argon. The insulation U-factor 0.3. Solar Heat Gain Coefficient is 0.26 See spec attachment #1.
3. The front entry door will be Marvin Commercial type entry door. The door will be Black Clad Exterior, wood painted interior. It will be SDLS glass with the same specification as windows. It will have a commercial hardware in Satin Chrome, mortice lock and kick plate on the inside. The door is ADA-compliant. See attachment #2.
4. The balcony railing will be metal, powder coated finish in black. The railing will be 42" ht, the vertical elements will be .75" square 4" apart. See attachment #3.
5. The brick will be Interstate Brick Atlas 16"x 2 1/4" x 8" with a grout groove in the middle in Arctic White factory finish. The mortar will be pale gray.
6. The limestone details are in natural limestone: Indiana limestone.
7. Light fixtures for the front are by Kichler "Wesley" in black finish. See attachment # 4
8. Light fixtures for the rear are by Kichler "5.5" in black finish. See attachment #5
9. The trellises will be wood, 6x6 post with 2x overhead members which will turn silver gray.

SEARCH

Atlas® 8 x 2¼ x 16

Home / Structural Brick / Sizes



Choose Your **Color** : Arctic White

Choose Your **Texture** : Matte

Clear

Choose Your **Shape**

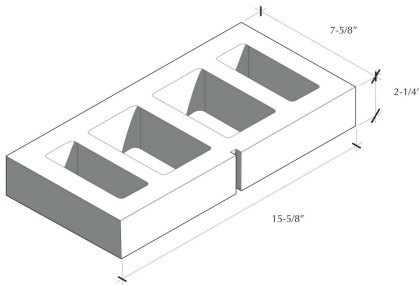
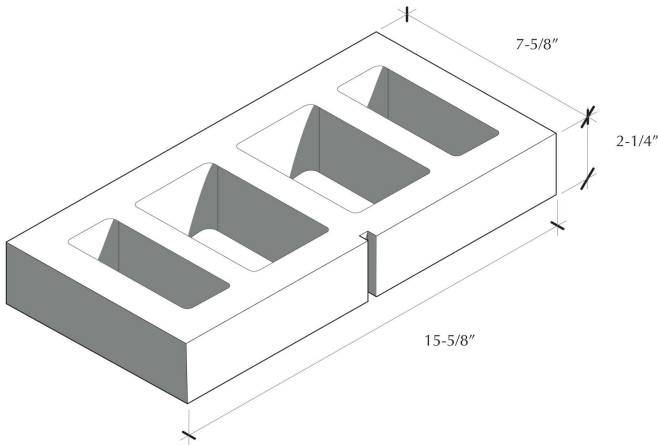
Click here to talk to one our consultants to find exactly what you're looking for,

Request a Sample

Add to Project

NOTE: Keep track of your selections by adding this Product to your Project Wishlist

Disclaimer: Images are for general color representation only – not size. Clay brick is comprised of natural materials from the ground. As such, each production run may vary from another and may have color variance within itself.



Synopsis

Atlas® is a clay brick cored in such a way as to permit reinforcing steel and the appropriate amount of grout within the cores when the brick is laid in a given bond pattern. The combination of brick, grout and reinforcing act together to resist tension, flexure and shear forces. Multiple Atlas sizes are available based on structural, fire, durability and aesthetic requirements.

Specs

Safety Data Sheet

Other Documents

Atlas® Brick Specs >



Construction Details

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CONST-1

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Architectural Detail Manual

Construction Details

Introduction

Marvin Windows and Doors is an industry leader in providing high quality and energy efficient windows and doors. To obtain these results, Marvin windows and doors need to be properly installed and maintained. Failure to review and utilize these construction methods can result in poor product performance, premature failure and unnecessary call backs. It is the responsibility of the architect, builder, installer, and subcontractors to comply with code requirements for their area and to utilize the best method for attachments and fastener selections.

This chapter covers the water seal requirements of the window and door installation and provides visual detail in drawing format of our installation instructions.

The water seal method can be thought of as primary and secondary methods and systems;

- **Primary water seal:** window exterior seal to the exterior coating or finish of the building
- **Secondary water seal:** window seal to the wall weather resistive barrier so that any leakage within the wall is managed and controlled.
- **Window panning system:** drains the RO area to the wall resistive barrier
- **RO air area seal:** prevents RO pressurization and air movement through the RO
- **Wall thermal barrier:** provides continuity of the wall system by installation placed around the window in the RO gap. Marvin has two systems for this; (1) batten installation system and (2) spray foam
- **Vapor seal:** is the least important of the seal systems. The vapor barrier provides continuity across the RO with the wall vapor barrier.

Units must be shimmed in the opening, true, level, and square. Shim a minimum of 3/8" above sill plate to provide unit clearance over panning.

Contact your Marvin representative if you have questions or need further technical assistance at 1-800-346-3363.

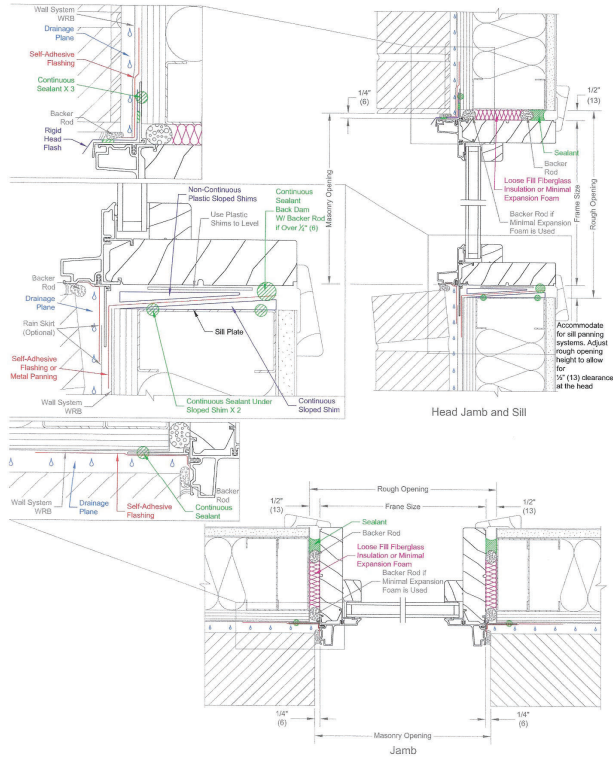
NOTE: Details shown not typical and subject to change without notice. Always refer to your local code for proper construction and rough opening preparation.

Important! Details are shown with small spaces between items for clarity, visualization, and illustrative purposes. Actual assembly details may vary. Contact Marvin Architectural for project specific aids.

Step by step instructions with color illustrations on Marvin's recommended rough opening preparation can be found at <http://www.marvin.com/roprep/>

Ultimate Direct Glaze Polygon - 2x4 Steel Stud with Brick Veneer

Scale: 3" = 1'0"



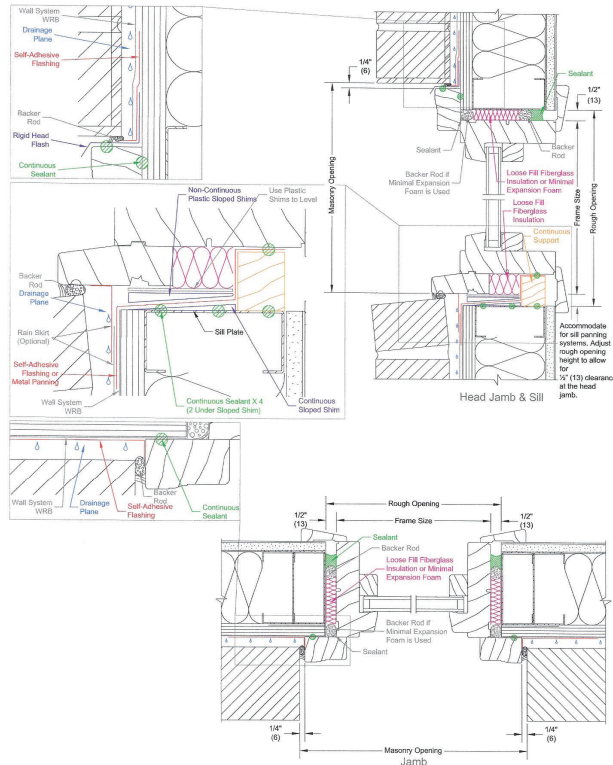
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Ultimate Wood Direct Glaze Polygon - 2x4 Steel Stud with Brick Veneer

Scale: 3" = 1'0"



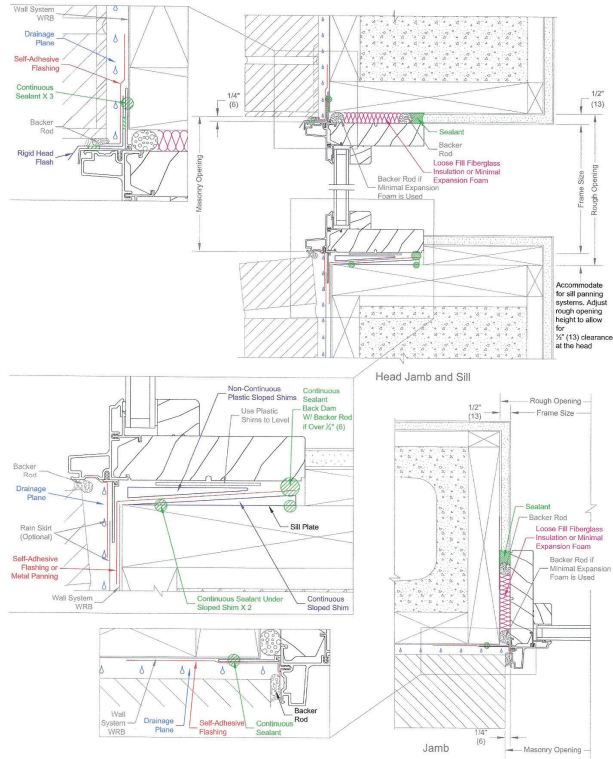
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Ultimate Direct Glaze Polygon - Concrete Block with Brick Veneer

Scale: 3" = 1'0"



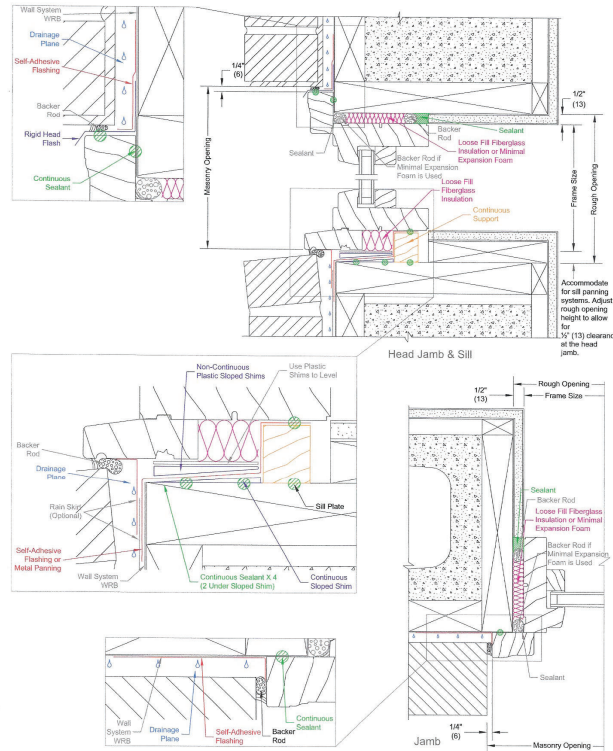
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Ultimate Wood Direct Glaze Polygon - Concrete Block with Brick Veneer

Scale: 3" = 1'0"



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Section 08 52 13
Ultimate Casement/Awning IZ4 Collection

1.1 Part 1 General

1.2 Section Includes

- A. Ultimate Casement/Awning Crank Out: Operators, Stationary, and Picture units complete with hardware, glazing, weather strip, insect screen, removable screen, simulated divided lite, jamb extension, and standard or specified anchors, trim, and attachments

1.3 Construction Specification Institute (CSI) MasterFormat Numbers and Titles

- A. Section 01 33 23 – Submittal Procedures; Shop Drawings, Product Data, and Samples
- B. Section 01 62 00 – Product Options
- C. Section 01 65 00 – Product Delivery
- D. Section 01 66 00 – Storage and Handling Requirements
- E. Section 01 71 00 – Examination and Preparation
- F. Section 01 73 00 - Execution
- G. Section 01 74 00 – Cleaning and Waste Management
- H. Section 01 76 00 – Protecting Installed Construction
- I. Section 06 22 00 – Millwork: Wood trim other than furnished by the window manufacturer
- J. Section 07 92 00 – Joint Sealant: Sill sealant and perimeter caulking
- K. Section 09 90 00 – Painting and Coatings: Paint and stain other than factory-applied finish

1.4 References

- A. Florida Building Code High-Velocity Hurricane Zone Testing Application Standards:
 - 1. TAS 201-94 Impact Test Procedures
 - 2. TAS 202-94 Criteria for Testing Impact and Non-Impact Resistance Building Envelope Components Using Uniform Static Air Pressure
 - 3. TAS 203-94 Criteria for Testing Products Subject to Cyclic Wind Pressure Loading
- B. American Society for Testing Materials (ASTM):
 - 1. E 283: Standard Test Method for Rate of Air Leakage through Exterior Windows, Curtain Walls, and Doors
 - 2. E 330: Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Door by Uniform Static Air Pressure Difference
 - 3. E 547: Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Cyclic Static Air Pressure Differential
 - 4. E 2190: Specification for Sealed Insulated Glass Units

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- 5. C 1036: Standard Specification for Flat Glass
- 6. E1996: Standard Specification or Performance of Exterior Windows, Curtain Walls, Door and Storm Shutters Impacted by Windborne Debris in Hurricanes
- 7. E1886: Standard Test Method for Performance Windows, Curtain Walls, Doors and Storm Shutters Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials
- C. American Architectural Manufacturer's Association/Window and Door Manufacturer's Association (AAMA/WDMA/CSA):
 - 1. AAMA/WDMA/CSA 101/I.S.2/A440-05 Standard/Specification for Window, Skylights, and Doors
 - 2. AAMA/WDMA/CSA 101/I.S.2/A440-08, NAFS – North American Fenestration Standard/Specification for Windows, Doors, and Skylights
 - 3. AAMA/WDMA/CSA 101/I.S.2/A440-11, NAFS 2011 – Northern American Fenestration Standard/Specification for Windows, Doors, and Skylights
- D. WDMA I.S.4: Industry Standard for Water Repellant Preservative Treatment for Millwork
- E. Window and Door Manufacturer's Association (WDMA): 101/I.S.2 WDMA Hallmark Certification Program
- F. Sealed Insulating Glass Manufacturer's Association/Insulating Glass Certification Council (SIGMA/IGCC)
- G. American Architectural Manufacturer's Association (AAMA): 2605: Voluntary Specification for High-Performance Organic Coatings on Architectural Extrusions and Panels
- H. National Fenestration Rating Council (NFRC):
 - 1. 101: Procedure for Determining Fenestration Product thermal Properties
 - 2. 200: Procedure for Determining Solar Heat Gain Coefficients at Normal Incidence

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1.5 System Description

A. Design and Performance Requirements:

Product	Air Tested to psf	Water Tested to psf	Structural Tested to psf	Certification Rating	Max Overall Width		Max Overall Height	
					in	mm	in	mm
Ultimate Awning 3/4" IZ4 (Full Frame)	1.57	10.65	+105/-127.5	+70/-85	48	(1219)	47.13	(1197)
Ultimate Casement 3/4" IZ4 (Full Frame)	1.57	10.65	+105/-127.5	+70/-85	36	(914)	85.71	(2177)
Ultimate Casement Picture 3/4" IZ4 (Full Frame)	1.57	10.65	+105/-127.5	+70/-85	36	(914)	85.71	(2177)
Ultimate Casement Picture 3/4" IZ4 (Full Frame)	1.57	10.65	+105/-127.5	+70/-85	85.71	(2177)	36	(914)
Ultimate Casement Picture 1" IZ4 (Full Frame)	1.57	10.65	+105/-112.5	+70/-75	60	(1524)	104.71	(2660)
Ultimate Casement Picture 1" IZ4 (Full Frame)	1.57	10.65	+105/-112.5	+70/-75	72	(1829)	71.12	(1807)
Ultimate Casement Picture 1" IZ4 (Full Frame)	1.57	10.65	+105/-112.5	+70/-75	104.71	(2660)	60	(1524)

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- A. Shop Drawings: Submit shop drawings under the provision of CSI MasterFormat Section 01 33 23
- B. Product Data: Submit catalog data under the provision of CSI MasterFormat Section 01 33 23
- C. Samples:
 - 1. Submit corner section under the provision of CSI MasterFormat Section 01 33 23
 - 2. Include glazing system, quality of construction, and specified finish
- D. Quality Control Submittals: Certificates: submit manufacture's certification indicating compliance with specified performance and design requirement under the provision of CSI MasterFormat Section 01 33 23

1.6 Quality Assurance

- A. Requirements: consult local code for IBC [International Building Code] and IRC [International Residential Code] adoption year and pertinent revisions for information on:
 - 1. Egress, emergency escape, and rescue requirements
 - 2. Basement window requirements
 - 3. Windows fall prevention and/or window opening control device requirements

1.7 Delivery

- A. Comply with provisions of CSI MasterFormat Section 01 65 00
- B. Deliver in original packaging and protect from weather

1.8 Storage and Handling

- A. Prime and seal wood surfaces, including to be concealed by wall construction, if more than thirty (30) days will expire between delivery and installation
- B. Store window units in an upright position in a clean and dry storage area above ground to protect from the weather under the provision of CSI MasterFormat Section 01660

1.9 Warranty

- 1.10 Complete and current warranty information is available at marvin.com/warranty. The following summary is subject to the terms, conditions, limitations, and exclusions set forth in the Marvin Windows and Door Limited Warranty and Products in Coastal Environments Limited Warranty Supplement:
 - A. Clear insulating glass with stainless steel spacers is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for twenty (20) years from the original date of purchase. Glass is warranted against stress cracks caused by manufacturing defects from ten (10) years from the original date of purchase.
 - B. Standard exterior aluminum cladding finish is warranted against manufacturing defects resulting in chalk, fade, and loss of adhesion (peel) per the American Architectural Manufacturer's Association (AAMA) Specification 2605-11 Section 8.4 and 8.9 for twenty (20) years from the original date of purchase.

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- C. Factory applied interior finish is warranted to be free from finish defects for a period of five (5) years from the original date of purchase.
- D. Hardware and other non-glass components are warranted to be free from manufacturing defects for ten (10) years from the original date of purchase.

2.1 Part 2 Products

2.2 Manufactured Units

- A. Description: Factory-assembled Ultimate Casement/Awning manufactured by Marvin, Warroad, Minnesota.

2.3 Frame Description

- A. Interior: Non-Finger-Jointed Pine or finger-jointed core with non-finger-jointed Pine veneer; optional non-finger-jointed Douglas Fir or finger-jointed core with non-finger-jointed Douglas Fir veneer; optional non-finger-jointed White Oak or finger-jointed with non-finger-jointed Oak veneer; non-finger-jointed Cherry or finger-jointed core with Cherry veneer; non-finger-jointed Mahogany or finger-jointed core with non-finger-jointed Mahogany veneer; non-finger-jointed Vertical Grain Douglas Fir or finger-jointed with non-finger-jointed Vertical Grain Douglas Fir veneer.
 - 1. Kiln-dried to moisture content no greater than twelve (12) percent at the time of fabrication
 - 2. Water repellant preservative treated in accordance with WDMA I.S.4.
- B. Frame exterior aluminum clad with 0.050 inches (1.3mm) thick extruded aluminum
- C. Frame thickness: 1 3/16" (30mm)
- D. Frame depths for full-frame units have an overall 5 21/32" jamb (144mm). 4 9/16" (116mm) jamb depth from the nailing fin plane to the interior face of the frame for new construction.

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2.4 Sash Description

- A. Interior: Non-Finger-Jointed Pine or finger-jointed core with non-finger-jointed Pine veneer; optional non-finger-jointed Douglas Fir or finger-jointed core with non-finger-jointed Douglas Fir veneer; optional non-finger-jointed White Oak or finger-jointed with non-finger-jointed Oak veneer; non-finger-jointed Cherry or finger-jointed core with Cherry veneer; non-finger-jointed Mahogany or finger-jointed core with non-finger-jointed Mahogany veneer; non-finger-jointed Vertical Grain Douglas Fir or finger-jointed with non-finger-jointed Vertical Grain Douglas Fir veneer.
 - 1. Kiln-dried to moisture content no greater than twelve (12) percent at the time of fabrication
 - 2. Water repellant preservative treated in accordance with WDMA I.S.4
- B. Sash exterior aluminum clad with 0.050" (1.3mm) thick extruded aluminum
- C. Sash thickness: Sash thickness is 1 5/8" (41mm) and 1 7/8" (48mm)
- D. Stiles and Rails: 2 1/16" (52mm)
- E. Sash Option: Optional tall bottom rail: 3 9/16" (90mm)
- F. Interior Sash Sticking
 - 1. Standard: Ogee
 - 2. Optional: Square Sticking Profile

2.5 Glazing

- A. Select quality complying with ASTM C 1036. Insulating glass SIGMA/IGCC certified to performance level CBA when tested in accordance with ASTM E 2190.
- B. Glazing method: Insulating glass, consisting of inboard lite of laminated glass. Exterior glass is standard annealed glass with optional tempered glass available.
- C. Glazing seal: Silicone bedding at interior and exterior
- D. Glass Type: Clear, Tempered, Obscure, Laminated, Low E2 with or without Argon, Low E3 with or without Argon, Low E1 with or without Argon

2.6 Finish

- A. Exterior: Aluminum clad, Fluoropolymer modified acrylic topcoat applied over primer. Meets AAMA 2605 requirements.
 - 1. Aluminum clad color options: Bahama Brown, Bronze, Cadet Gray, Cascade Blue, Cashmere, Clay, Coconut Cream, Ebony, Evergreen, Gunmetal, Hampton Sage, Pebble Gray, Sierra White, Stone White, Suede, Wineberry, Bright Silver (pearlescent), Copper (pearlescent), Liberty Bronze (pearlescent)
 - 2. Custom colors: Contact your Marvin representative
- B. Interior Finish options:

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1. Prime: Factory-applied enamel primer. Available on Pine product only. Meets WDMA TM-11 requirements.
2. Painted Interior Finish. Available on Pine product only. Available in White or Designer Black. Meets WDMA TM-14 requirements.
3. Factory-applied water-borne acrylic enamel clear coat. Applied on two coats with light sanding between coats. Available on Pine, Mahogany, Mixed Grain Douglas Fir, Vertical Grain Douglas Fir, Cherry, White Oak. Meets WDMA TM-14 requirements.
4. Factory-applied water-borne urethane stain. Stain applied over a wood (stain) conditioner. A water-borne acrylic enamel clear coat was applied in two separate coats, with light sanding between coats applied over the stain. Available on Pine, Mahogany, Mixed Grain Douglas Fir, Vertical Grain Douglas Fir, Cherry, White Oak. Colors available: Wheat, Honey, Hazelnut, Leather, Cabernet, and Espresso. Meets WDMA TM-14 requirements.

2.7 Hardware

A. Casement operating hardware:

1. Locks: Multi-point sequential concealed locking system in the jamb opposite the hinge side for casement units. Lock handles are removable, non-handed, and are available in the same finishes as the handles. Standard tie bars, cams, and keepers – steel coated with E-Gard™. The keeper features a roller to reduce average lock force and does not easily disengage with the cam even under severe loading. Stainless steel packages are available for coastal application.
2. Handles: Standard operating handle is a folding handle, zinc painted with the standard folding cover being molded plastic. Available colors: standard is Satin Taupe (painted), White (painted), Matte Black (painted), Bronze (painted), Satin Chrome (plated), Satin Nickel (plated), Oil Rubbed Bronze (plated), Brass (plated), Antique Brass (plated)
3. Hinges: One at the sill to the bottom rail, one at the head jamb to the top rail. Hinges are steel coated with E-Gard™. The hinge track is stainless steel. Unit with a frame OM of 20 inches (508mm) and greater use an 18 inch (457mm) wash/egress hinge to allow the sash to slide across the frame opening, which causes the sash exterior to rotate towards the user for easy washability. Units under a frame OM of 20 inches (508mm) width use a standard 2 bar hinge, which will position the sash when fully open to 90degrees for the user to wash but does not include the feature of sliding the sash across the opening and rotating the exterior towards the user.

B. Awning hardware:

1. Locks: Uses a multipoint sequential concealed locking system in both jambs. Lock handles are removable, non-handed, and are available in the same finishes as the handles. Standard tie bars and cams – steel coated with E-Gard™. Standard keepers – steel coated with E-Gard™. Keeper features a roller to reduce average lock force and does not easily disengage with the cam even under severe loading
2. Handles: Standard operating handle is a folding handle, zinc painted with the standard folding cover being molded plastic. Available colors: standard is Satin Taupe (painted), White (painted), Bronze (painted), Matte Black (painted), Satin Chrome (plated), Satin Nickel (plated), Oil Rubbed Bronze (plated), Brass (plated), Antique Brass (plated)

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3. Hinges: two hinges that connect the stiles of the sash to the jambs of the frame. Hinges are steel coated with E-Gard™, and the hinge track is stainless steel.

2.8 Weather Strip

A. Weather strip at the frame is a hollow foamed material bent around a 90-degree corner to allow for seamless corner joints

1. Color: Beige

B. Sash weather strip bulb-shaped glass-filled material

1. Color: White, beige, or black

2.9 Jamb Extension

A. Jamb extensions are available for various wall thicknesses factory-applied up to a 12" (305mm) wide.

B. Finish: Match interior frame finish

2.10 Insect Screen

A. Aluminum frame finish is available in Satin Taupe, Bronze, Stone White, Ebony

B. Screen mesh: Charcoal Fiberglass, Charcoal Aluminum Wire, Black Aluminum Wire, Bright Aluminum Wire; Bright Bronze Wire, High Transparency Mesh (Hi-Tran) Charcoal Fiberglass

C. Optional Wood Screen Surround with Hi-Tran Fiberglass Screen. Species will match unit species.

D. Optional Retractable Wood Screen with Hi-Tran Fiberglass Screen

2.11 Simulated Divided Lites (SDL)

- A. 5/8" (16mm) wide, 7/8" (22mm) wide, 1 1/8" (29mm) wide, 1 15/16" (49mm) wide, 2 13/32" (61mm) wide with or w/out internal spacer bar
- B. Exterior muntins: 0.055" (1.4mm) thick extruded aluminum
- C. Interior muntins: Pine, Douglas Fir, White Oak, Cherry, Mahogany, Vertical Grain Douglas Fir
- D. Muntins adhere to glass with closed-cell copolymer acrylic foam tape
- E. Sticking:
 - 1. Standard: Ogee
 - 2. Optional: Square
- F. Patterns: Rectangular, diamond, custom lite cut
- G. Finish – exterior matches exterior aluminum clad colors, interior matches interior wood species and color

2.12 Grilles-Between-the-Glass (GBG)

- A. Offered on 1" glazing only
- B. 23/32" (18mm) contoured aluminum bar.
 - 1. Exterior Colors: exterior matches exterior aluminum-clad colors. The exterior GBG color is designed to best match the Marvin aluminum clad color when used with Low E glass. The use of different types of glazing may alter the exterior GBG color appearance
 - 2. Interior Colors: Stone White, Bronze, Pebble Gray, Sierra, White, Ebony (only available with Ebony exterior)
- C. Optional flat aluminum spacer bar. Contact your Marvin representative.
- D. Pattern: Rectangular, Cottage, Custom lite layout

2.13 Accessories and Trim

- A. Installation Accessories:
 - 1. Factory-installed vinyl nailing/drip cap
 - 2. Installation brackets: 6 3/8" (162mm), 9 3/8" (283mm), 15 3/8" (390mm)
 - 3. Masonry brackets: 6" (152mm), 10" (254mm)
- B. Aluminum Extrusions:
 - 1. Profile: Brick mould casing, flat casing, various special casing, frame expander, jamb extender, mullion cover, mullion expander, subsill, subsill end cap, and lineal cap
 - 2. Finish: Fluoropolymer modified acrylic topcoat applied over primer. Meets AAMA 2605 requirements.

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- 3. Available in all exterior aluminum clad colors

3.1 Part 3 Execution

3.2 Examination

- A. Verification of Condition: Before installation, verify openings are plumb, square, and proper dimensions, as required in CSI MasterFormat Section 01 71 00. Report frame defects or unsuitable conditions to the General Contractor before proceeding.
- B. Acceptance of Condition: Beginning on installation confirms acceptance of existing conditions.

3.3 Installation

- A. Comply with CSI MasterFormat Section 01 73 00.
- B. Assemble and install window/door unit(s) according to manufacturer's instruction and review shop drawing.
- C. Install sealant and related backing materials at the perimeter of unit or assembly in accordance with CSI MasterFormat Section 07 92 00 Joint Sealants. Do not use expansive foam sealant.
- D. Install accessory items as required.
- E. Use finish nails to apply wood trim and mouldings.

3.4 Field Quality Control

- A. Remove visible labels and adhesive residue according to the manufacturer's instructions.
- B. Unless otherwise specified, air leakage resistance tests shall be conducted at a uniform static pressure of 75 Pa (~1.57 psf). The maximum allowable rate of air leakage shall not exceed 2.3 L/sm² (~0.45 cfm/ft²).
- C. Unless otherwise specified, water penetration resistance testing shall be conducted per AAMA 502 and ASTM E1105 at 2/3 of the fenestration products design pressure (DP) rating using "Procedure B" – cyclic static air pressure difference. Water penetration shall be defined in accordance with the test method(s) applied.

3.5 Cleaning

- A. Remove visible labels and adhesive residue according to the manufacturer's instructions.
- B. Leave windows and glass in a clean condition. Final cleaning as required in CSI MasterFormat Section 01 74 00.

3.6 Protecting Installed Construction

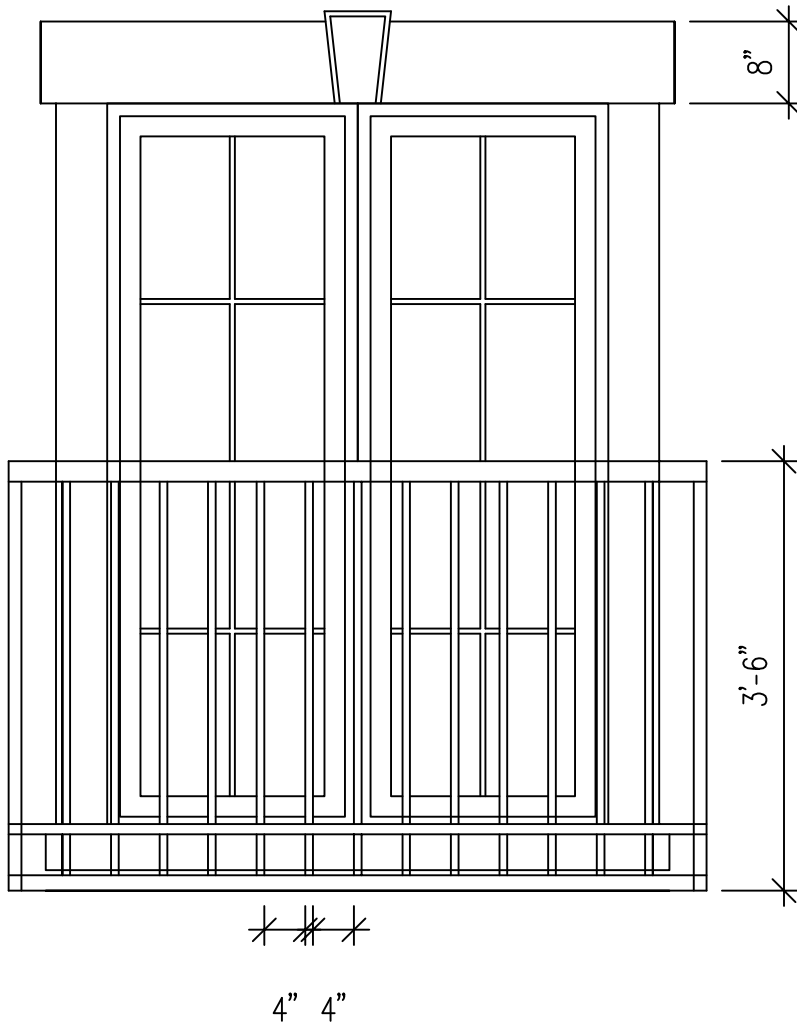
- A. Comply with CSI MasterFormat Section 07 76 00.
 - B. Protecting windows from damage by chemicals, solvents, paint, or other construction operations that may cause damage.
- End of Section

Doc. 71373 Rev. 01/27/2022 Section 08 52 13~ 11 ~ Ultimate Casement/Awning IZ4 Collection
CHECK MARVIN ONLINE DOCS FOR LATEST VERSION Printed on: 6/13/2022 4:00 PM

ATT. #2



ATTACHMENT #3



ATT # 4

Wesley 2 Light LED Wall Light Architectural Black

49279BKLED

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SPECIFICATIONS

Certifications/Qualifications

www.kichler.com/warranty

Dimensions

Base Backplate	5.50 X 4.25
Extension	4.00"
Weight	3.70 LBS
Height from center of Wall opening (Spec Sheet)	7.00"
Height	13.75"
Width	7.00"

Light Source

Delivered Lumens	700
Expected Life Span (Hours)	40000
Lamp Included	Integrated
Light Source	LED
Max or Nominal Watt	20W
# of Bulbs/LED Modules	2

Mounting/Installation

Location Rating	Wet
Mounting Style	Wall Mount
Mounting Weight	3.70 LBS

Photometrics

Color Rendering Index	90
Kelvin Temperature	3000K

FIXTURE ATTRIBUTES

Housing

Diffuser Description	Clear Tempered Glass
Primary Material	ALUMINUM

Product/Ordering Information

SKU	49279BKLED
Finish	Black
Style	Contemporary
UPC	7.83928E+11

Finish Options

-  Black
-  Platinum
-  Textured Architectural Bronze
-  White



ALSO IN THIS FAMILY



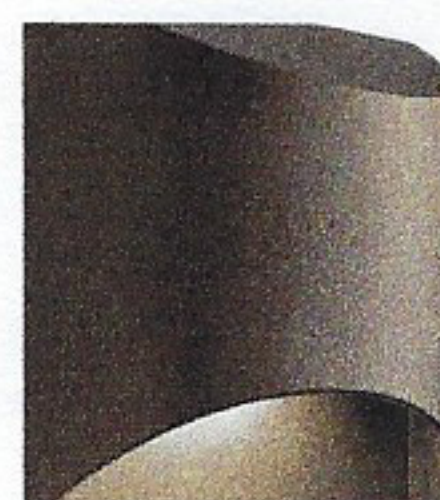
49278BKLED



49278WHLED



49279WHLED



49278AZTLED



49278PLLED



49279AZTLED

ATT # 5

5.5" 1 Light Wall Light Textured Architectural Bronze

11077AZT

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SPECIFICATIONS

Certifications/Qualifications

Dark Sky Compliant	Yes
Title 24 Compliant	Yes
	www.kichler.com/warranty

Dimensions

Base Backplate	5.50 X 5.00
Extension	6.00"
Weight	1.89 LBS
Height from center of Wall opening (Spec Sheet)	2.75"
Height	5.50"
Width	5.00"

Electrical

Input Voltage	Dual (120/140)V
---------------	-----------------

Light Source

Delivered Lumens	400
Expected Life Span (Hours)	40000
Lamp Included	Integrated
Light Source	LED
Max or Nominal Watt	15W
# of Bulbs/LED Modules	1

Mounting/Installation

Interior/Exterior	Exterior
Location Rating	CSA UL Listed Wet
Mounting Style	Wall
Mounting Weight	1.72 LBS

Photometrics

Color Rendering Index	80
Color Temperature Range	3000
Delivered Efficacy (Lumens/Watt)	28
Kelvin Temperature	3000K

FIXTURE ATTRIBUTES

Housing

Primary Material	Aluminum
------------------	----------

Product/Ordering Information

SKU	11077AZT
Finish	Textured Architectural Bronze
Style	Other
UPC	783927394512

Finish Options

-  Textured Architectural Bronze
-  Textured Black

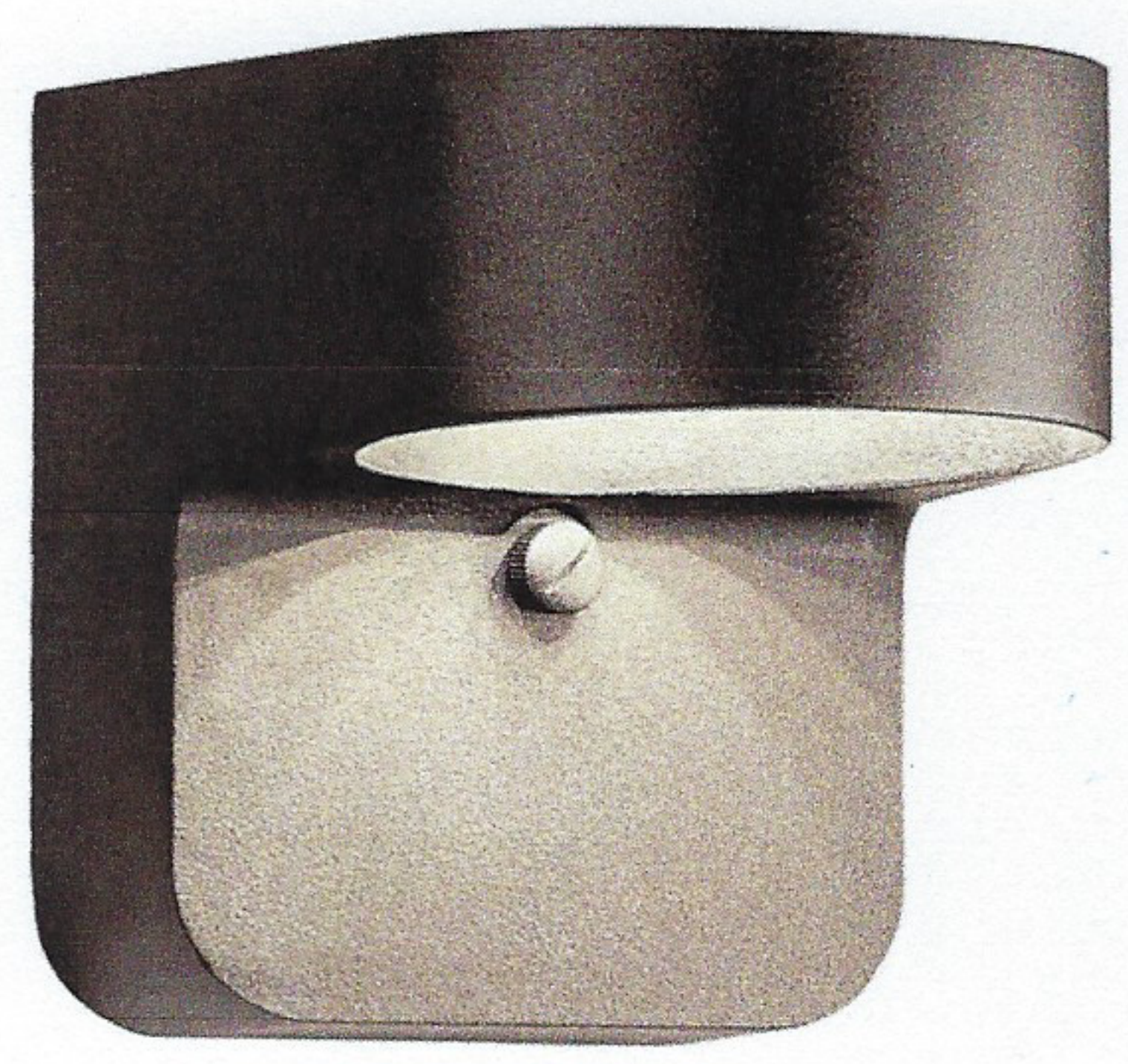
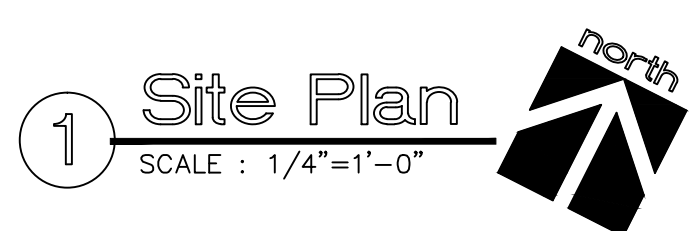
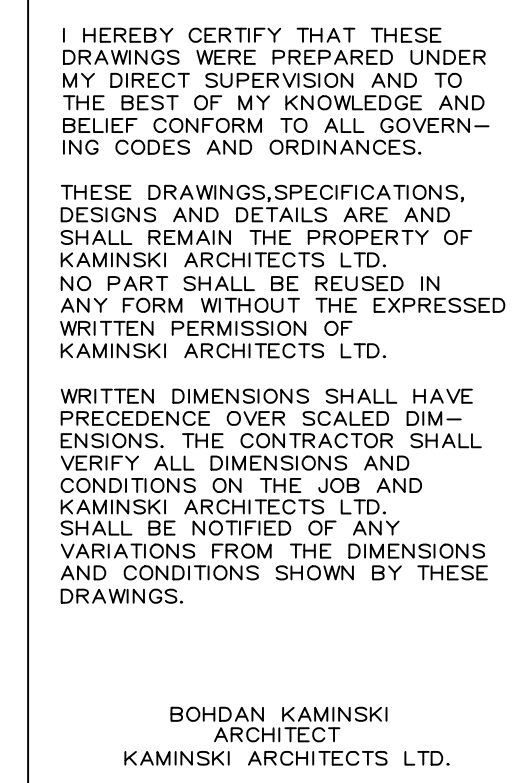


EXHIBIT C

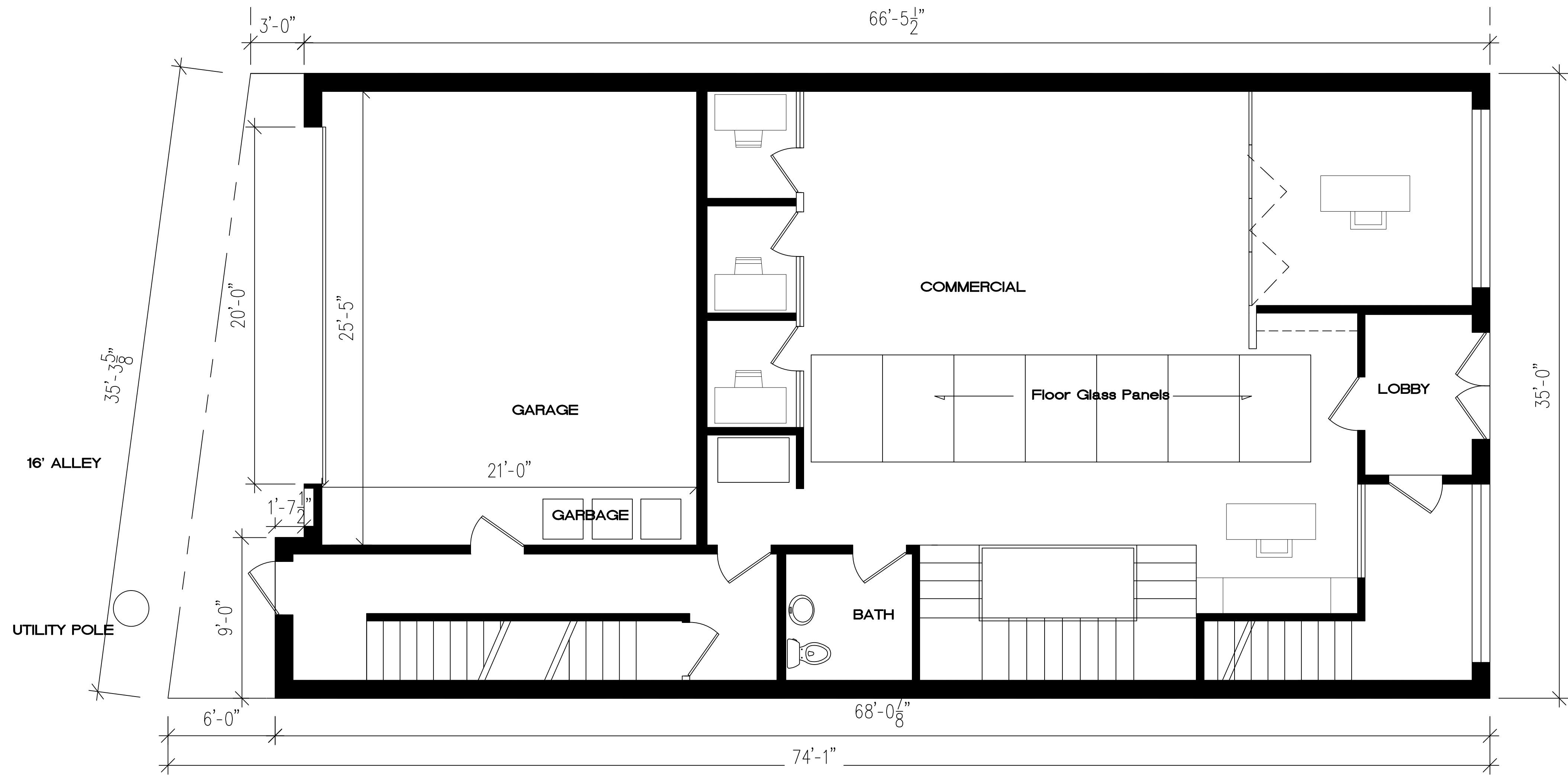
PROPOSED SITE PLAN

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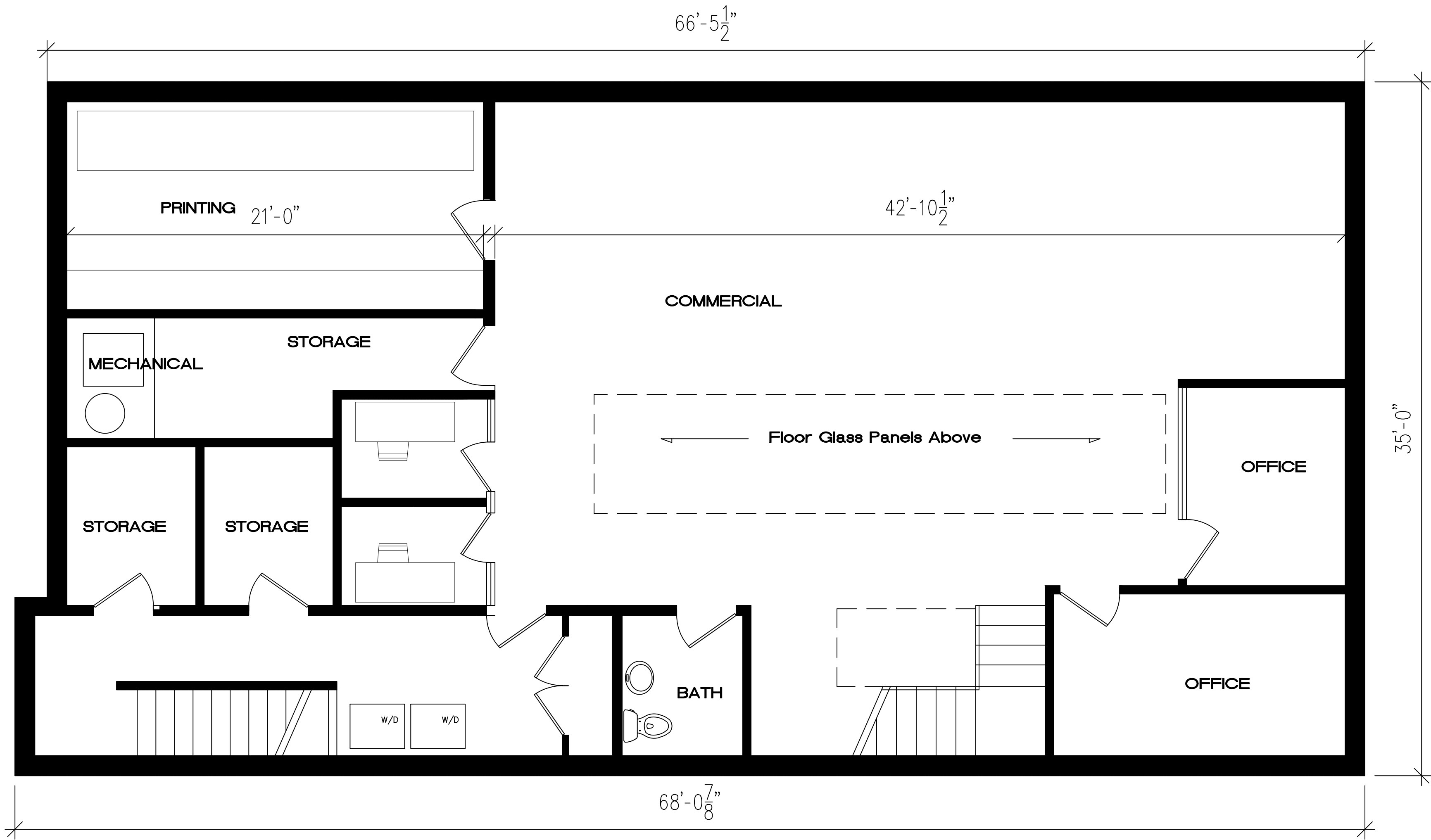
Design by:	BR
TITLE Site Plan	
JOB # 112021	
SHEET #	
A8.1	

EXHIBIT D

**PROPOSED FLOOR PLANS, EXTERIOR ELEVATIONS, BUILDING SECTION,
PARKING DIAGRAM, AND LINE OF SITE**



1 1st Floor Plan
SCALE : 1/4"=1'-0"



2 Basement Floor Plan
SCALE : 1/4"=1'-0"

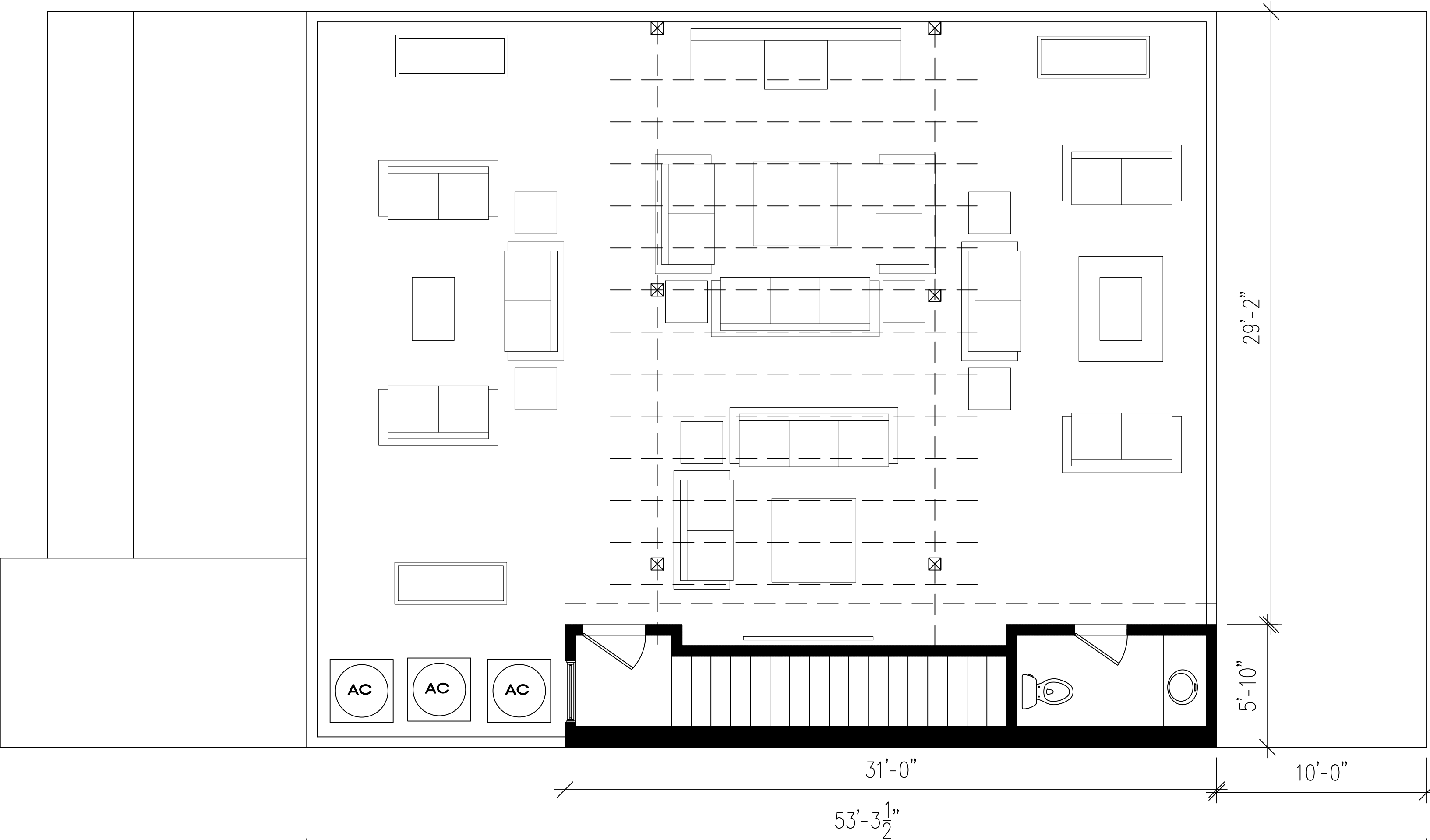
REVISIONS	
DATE	DESCRIPTION
04.26.22	Revision 4
07.22.22	Revision 5

Design by: BK

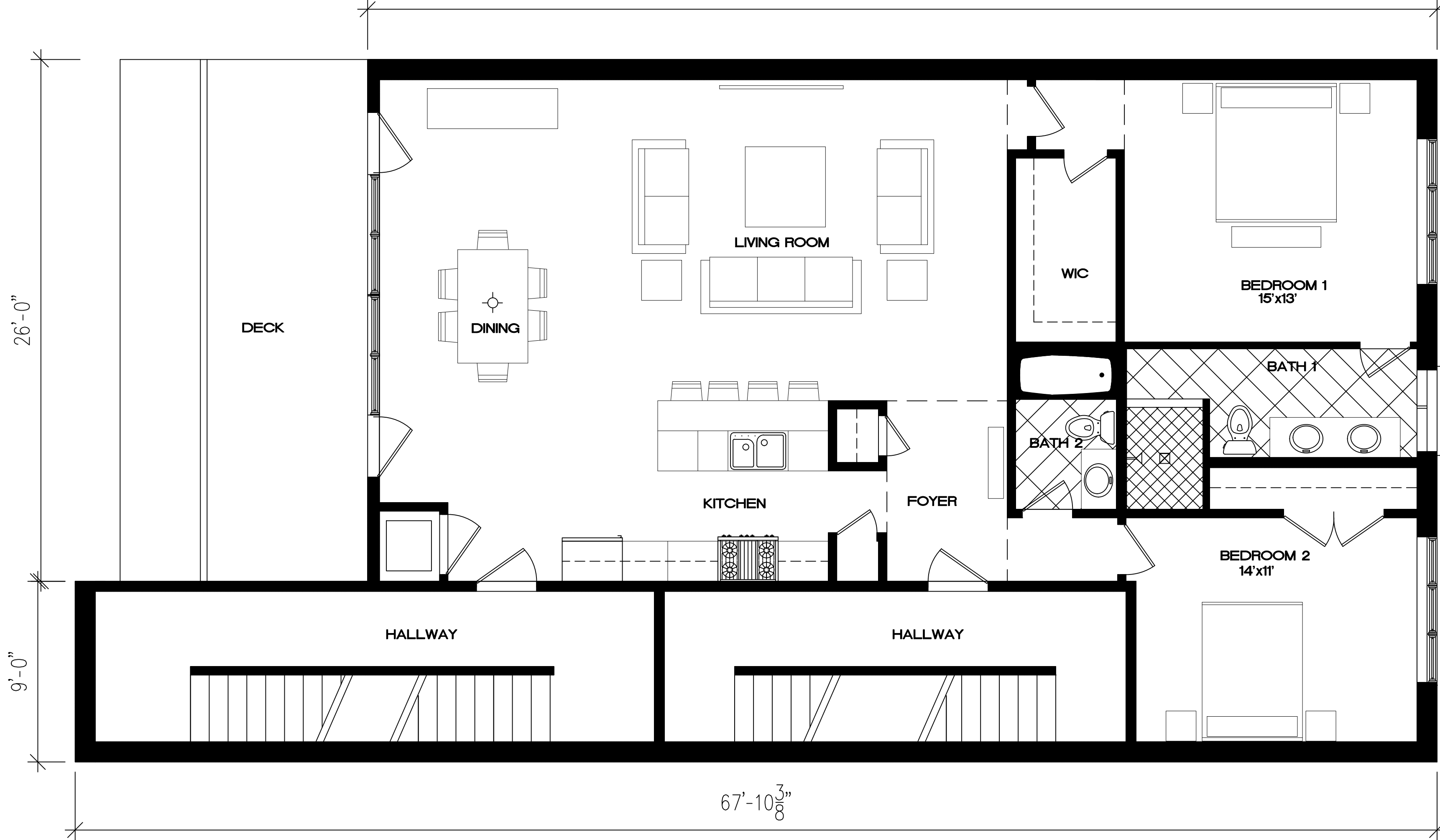
TITLE
Floor Plans

JOB # 112021
SHEET #

A8.2



2 Roof Deck
SCALE : 1/4"=1'-0"



1 2nd and 3rd Floor Plan
SCALE : 1/4"=1'-0"

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF CONFORM TO ALL GOVERNING CODES AND ORDINANCES.

THESE DRAWINGS, SPECIFICATIONS, DESIGNS AND DETAILS ARE AND SHALL REMAIN THE PROPERTY OF KAMINSKI ARCHITECTS LTD. NO PART SHALL BE REUSED IN ANY FORM WITHOUT THE EXPRESSED WRITTEN PERMISSION OF KAMINSKI ARCHITECTS LTD.

WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB AND KAMINSKI ARCHITECTS LTD. SHALL BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.

BOHDAN KAMINSKI
ARCHITECT
KAMINSKI ARCHITECTS LTD.

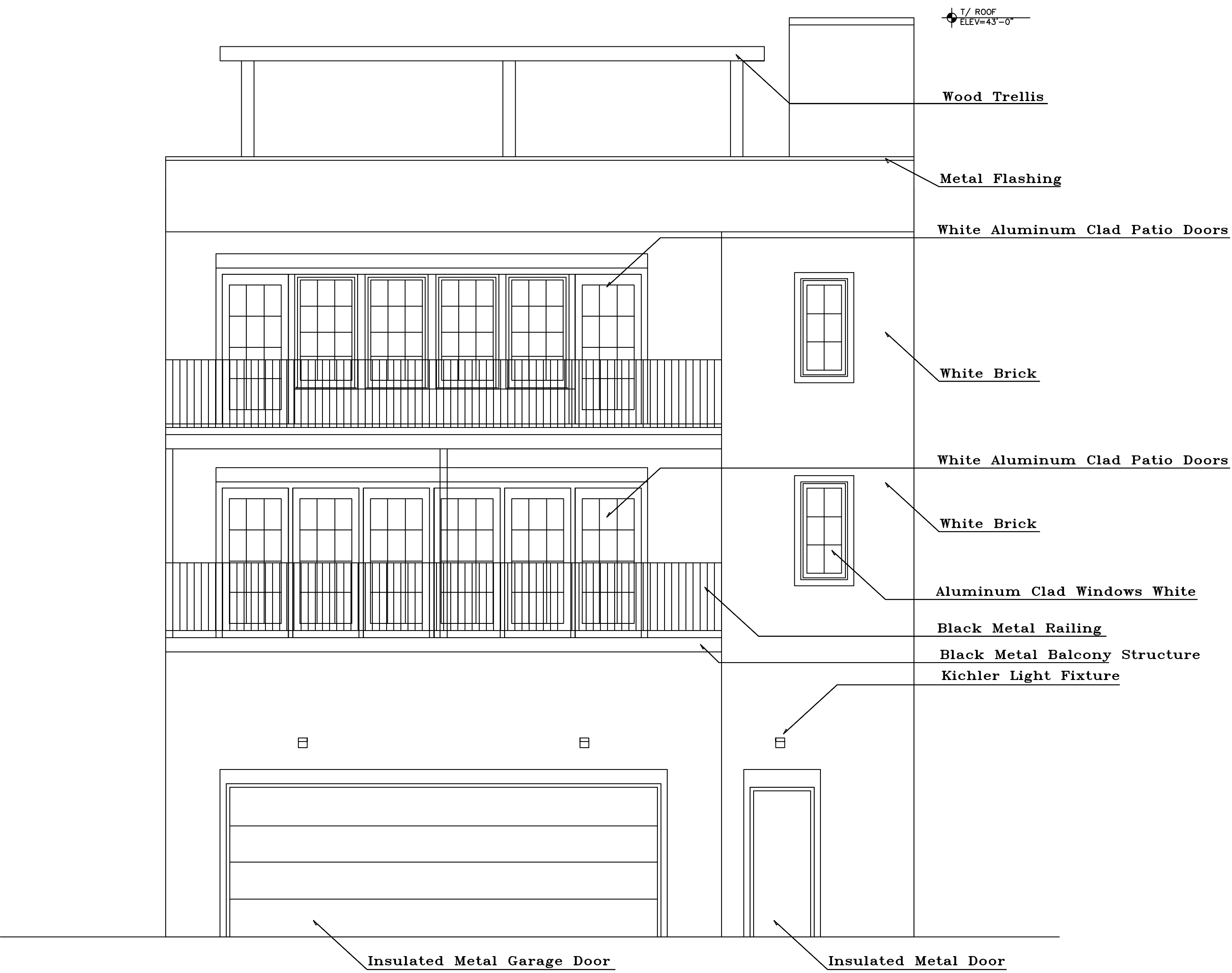
564 Green Bay Rd.
Winnetka IL, 60093

REVISIONS	
DATE	DESCRIPTION
04.26.22	REVISION 4
07.22.22	REVISION 5
Design by: BK	

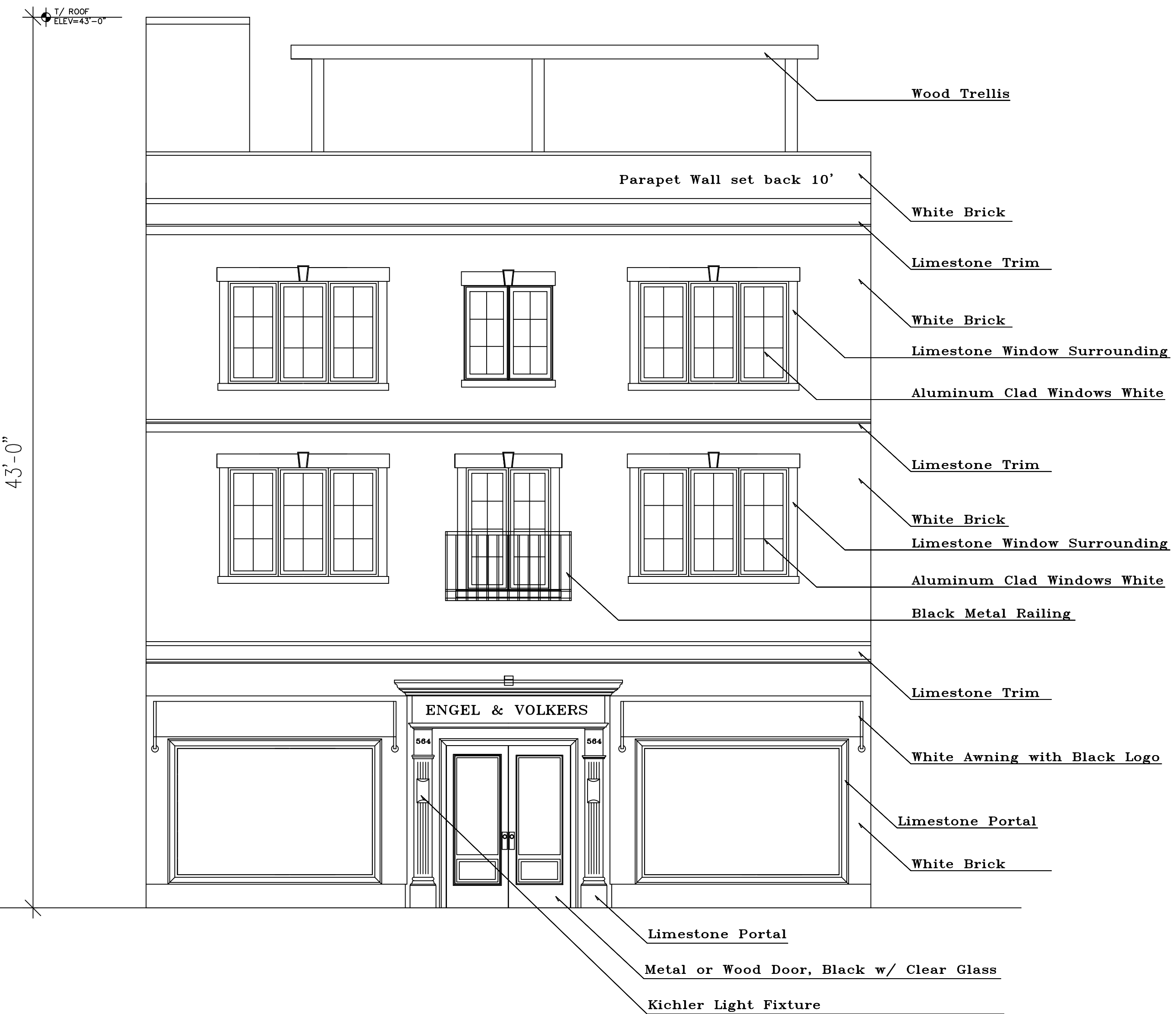
TITLE
Floor Plans
Elevation

JOB # 112021
SHEET #

A8.3



2 Rear Elevation
SCALE : 1/4"=1'-0"



1 Front Elevation
SCALE : 1/4"=1'-0"

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Winnetka IL, 60093

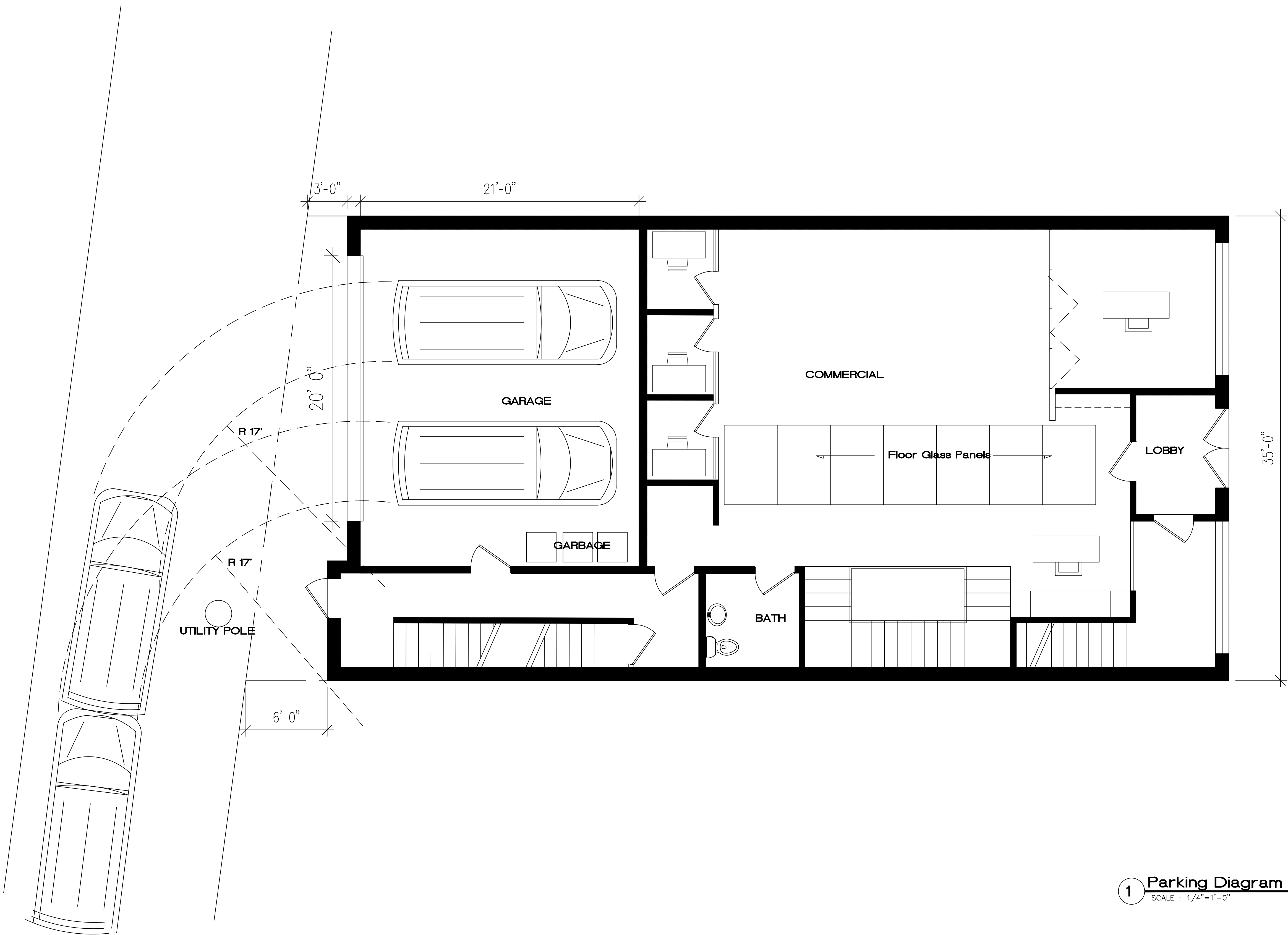
REVISIONS	
DATE	DESCRIPTION
04.26.22	Revision 4
07.22.22	Revision 5

Design by: BK

TITLE
Exterior
Elevations

JOB # 112021
SHEET #

A8.4





KAMINSKI
ARCHITECTS LTD.
446 CENTRAL AVENUE
NORTHFIELD, ILLINOIS 60093
PHONE: 847.501.5338
bohdan@architectaltd.com

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ARCHITECT
KAMINSKI ARCHITECTS LTD.

564 Green Bay Rd.
Winnetka IL, 60093

REVISIONS	
DATE	DESCRIPTION
04.26.22	Revision 4
07.22.22	Revision 5

Design by: BK

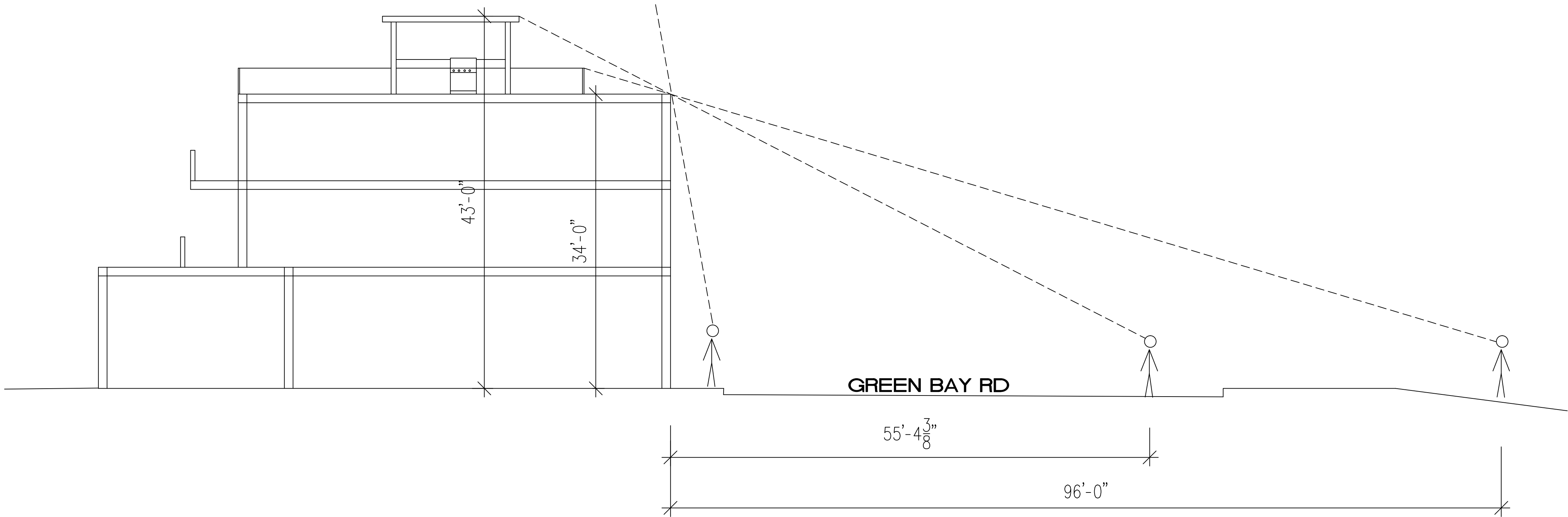
TITLE

Parking Diagram

JOB # 112021

SHEET #

A8.6



Line of Sight

SCALE : 1/8"=1'-0"

KAMINSKI

ARCHITECTS LTD.

446 CENTRAL AVENUE
NORTHFIELD, ILLINOIS 60093

PHONE: 847.501.5338
bohdan@architectsld.com

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564 Green Bay Rd.
Winnetka IL, 60093

REVISIONS

DATE	DESCRIPTION
04.26.22	Revision 4
07.22.22	Revision 5
Design by:	BK

TITLE

Line of Sight

JOB #

112021

SHEET #

A8.7

EXHIBIT E
PROPOSED STREET VIEW



**564 Green Bay Rd
Winnetka IL, 60093**

Street View



Street View

EXHIBIT F
RENDERING



EXHIBIT G

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, 564 Green Bay LLC, an Illinois limited liability company ("**Applicant**"), is the record title owner of the parcel of real property commonly known as 564 Green Bay Road in Winnetka, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District of the Village ("**C-2 District**") measuring approximately 0.05 acres in size and is currently improved with a two-story commercial building, which is currently vacant ("**Existing Building**"); and

WHEREAS, the Applicant desires to demolish the Existing Building and redevelop the Subject Property with a new, three-story multifamily building, which building is proposed to include: (i) a ground-floor and basement-level commercial unit; (ii) a street-level parking garage; (iii) two single-level, two-bedroom residential units on the second and third floor of the building, respectively; and (iv) a rooftop deck (collectively, the "**Proposed Improvements**"); and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for: (i) a special use permit pursuant to Sections 17.46.110.G and Chapter 17.56 of the of the Zoning Ordinance to allow the construction and operation of a street-level parking garage within the C-2 District ("**Special Use Permit**"); (ii) a variation from Section 17.46.030 of the Zoning Ordinance to permit a rear yard setback of 3 feet; (iii) a variation from Section 17.46.110 of the Zoning Ordinance to permit two off-street parking spaces at the Subject Property (collectively, the "**Variations**"); and (iv) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code ("**Certificate of Appropriateness**") (collectively, the "**Requested Relief**"); and

WHEREAS, Ordinance No. M-11-2022, adopted by the Village Council on August 2, 2022 ("**Ordinance**"), grants the Requested Relief; and

WHEREAS, Section 10 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 Requested Relief for the Subject Property or its adoption of the Ordinance, and that the Village's approvals are not, and will not be, in any way, 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 Requested Relief 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: _____, 2022

ATTEST: **564 GREEN BAY LLC**

By: _____ By: _____

Its: _____ Its: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: JUNE 22, 2022
SUBJECT: 564 GREEN BAY ROAD – NEW MIXED-USE BUILDING – CERTIFICATE OF APPROPRIATENESS (CASE NO. 22-03-DR)

INTRODUCTION

On June 28, 2022, the Design Review Board (DRB) is scheduled to continue a public hearing on an application submitted by 564 Green Bay Road, LLC (the “Applicant”), as the owner of the property located at 564 Green Bay Road (the “Subject Property”). The Applicant proposes construction of a new three-story mixed-use building with a roof top deck on the Subject Property and requests approval of a Certificate of Appropriateness.

As of the date of this memo, staff has received one written comment from the public regarding the proposed project since the May 19 meeting; this comment along with the one written comment distributed to the DRB prior to the May meeting are provided in Attachment C1 of this report.

MAY 19 DESIGN REVIEW BOARD MEETING

On May 19, 2022, the DRB held its first review of design of the proposed building as part of its consideration of granting a Certificate of Appropriateness to allow the construction of a new three-story mixed-use building with a roof top deck on the Subject Property. The staff report and attachments for the May 19 meeting can be found in Attachment B1.

After hearing from Village Staff and the Applicant, the DRB discussed the proposed building. In general, the Board members found the general design approach for the proposed building to be in keeping with the design guidelines. However, the Board found the application was missing details regarding the windows, railings, lighting, brick, grout, limestone, etc. that could have significant impact on the design of a white brick building. The Board also asked the Applicant to provide a rendering of the proposed building. A copy of the draft May 19 minutes is included in the June 28 agenda packet for the DRB’s approval.

APPLICANT RESPONSE TO DRB COMMENTS

The Applicant has submitted the following information (see Attachment A1):

- Written response to the Board members’ comments from the May 19 DRB meeting.
- Marvin construction details for windows and patio doors.
- Illustration of front door.
- Balcony railing details.
- Light fixtures for the front and rear of the building.

At the June 28 meeting, the Applicant will review this information with the Board and explain the design decisions in response to the Board's comments and questions. As of the date of this memo, staff has not received a rendering of the proposed building; however, the Applicant has informed Village staff that a rendering has been commissioned and may be available at the June meeting. The Applicant has provided Village staff with samples of the proposed brick as well as the proposed windows, which staff will bring to the meeting. The Applicant has been reminded to bring material and color samples for all exterior building elements to the meeting.

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

As noted in the May staff report to the DRB, the Applicant has also submitted an application requesting approval of a special use permit to allow off-street parking at street-level along the alley on the Subject Property, as well as a variation application requesting approval to (i) provide less than the minimum required rear yard setback; and (ii) provide less than the minimum required off-street parking spaces for the two residential units on the second and third floors.

The Plan Commission considered the special use permit on May 23, 2022. After hearing from the Applicant and two members of the public, the Commission discussed the request and the parking lift the Applicant is proposing to accommodate a third vehicle. Given the location of the proposed building in relation to the existing alley, Commissioners suggested that the parking lift be eliminated from the plans to avoid any additional congestion in the public alley that may be caused during the use of the parking lift. Ultimately, by a vote of 6-0, the Commission voted to recommend approval of the special use permit request as presented.

The Zoning Board of Appeals (ZBA) considered the special use permit and the variation requests on June 13, 2022. After hearing from the Applicant, the ZBA discussed the request and by a vote of 5-0, recommended approval of the request as presented.

CERTIFICATE OF APPROPRIATENESS CONSIDERATIONS

As established by the Village Code, the Design Review Board is to consider the following four (4) factors in determining whether to grant a Certificate of Appropriateness:

- (1) whether the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;
- (2) whether the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations (Note: Please refer to the early section "Property Description" in which the project consistency with the Comprehensive Plan is summarized);
- (3) whether the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and
- (4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.

The Board will need to determine if the proposed mixed-use building complies with the above standards.

DESIGN GUIDELINES

The Village's Design Guidelines provide direction for the style and form of new mixed-use buildings in the commercial districts. Excerpts of the Village Design Guidelines are included in Attachment B1, highlighting standards which apply to mixed-use buildings in the commercial districts.

RECOMMENDATION

At the June 28, 2022, Design Review Board meeting, the Board is scheduled to continue its consideration of the design of the Applicant's proposed mixed-use building. After hearing from the Applicant and the public, the Board may decide to take action on one of two options:

- 1) Continue further review of the application to a date specific in order to provide the Applicant and/or staff additional time to address questions and comments from the Board.
- 2) Adopt a motion recommending approval or a motion recommending denial of a certificate of appropriateness for design of the proposed mixed-use building.

If the Board wishes to adopt a motion recommending approval or denial, a Board member may want to make a motion such as the following:

*Move to recommend **approval [denial]** of a certificate of appropriateness for the **design of the proposed three-story mixed-use building with a roof top deck on the Subject Property**, subject to the following conditions:*

A. [If the Board chooses to place conditions as part of its recommendation, it will want to include the conditions here.]

The Board's recommendation is based on evidence in the record, or a public document, and upon the following findings of fact:

- (1) the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;*
- (2) the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;*
- (3) the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and*
- (4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.*

ATTACHMENTS

Attachment A1: Applicant's Response to May 19, 2022, DRB Discussion

Attachment B1: Staff Report and Attachments for May 19, 2022, DRB Meeting

Attachment C1: Public Correspondence

ATTACHMENT A1



Additional details and specs for 564 Green Bay Rd Project:

1. Windows to be Marvin in Stone White Clad Exterior, painted wood interior, casement type with full screen. Screen to be on the inside of the window and will not be visible from outside. Windows will be SDLS which stands for simulated divided light with a space bar between the glass, creating a look of traditional windows. It means the window grills (mullions) will be on the outside and inside of the glass. The glass will be Low E2 clear with light transmittance of 0.44 and condensation resistance of 58. The windows will be double glazed with Argon. The insulation U-factor 0.3. Solar Heat Gain Coefficient is 0.26. See spec attachment #1.
2. The patio doors will have the same perimeter as the windows, Marvin in Stone White Clad Exterior, painted wood interior, with full screen. Door "French Door" type will be SDLS which stands for simulated divided light with a space bar between the glass, creating a look of traditional windows. It means the door grills (mullions) will be on the outside and inside of the glass. The glass will be Low E2 clear with light transmittance of 0.44 and condensation resistance of 58. The windows will be double glazed with Argon. The insulation U-factor 0.3. Solar Heat Gain Coefficient is 0.26 See spec attachment #1.
3. The front entry door will be Marvin Commercial type entry door. The door will be Black Clad Exterior, wood painted interior. It will be SDLS glass with the same specification as windows. It will have a commercial hardware in Satin Chrome, mortice lock and kick plate on the inside. The door is ADA-compliant. See attachment #2.
4. The balcony railing will be metal, powder coated finish in black. The railing will be 42" ht, the vertical elements will be .75" square 4" apart. See attachment #3.
5. The brick will be in white factory finish, not painted. It is 8"x4"x12". The mortar will be pale gray.
6. The limestone details are in natural limestone: Indiana limestone.
7. Light fixtures for the front are by Kichler "Wesley" in black finish. See attachment # 4
8. Light fixtures for the rear are by Kichler "5.5" in black finish. See attachment #5
9. The trellises will be wood, 6x6 post with 2x overhead members which will turn silver gray.

Construction Details

Introduction	1
Ultimate Direct Glaze Polygon - 2x6 Frame Wood Siding	2
Ultimate Wood Direct Glaze Polygon - 2x6 Frame with Wood Siding	3
Ultimate Direct Glaze Polygon - 2x4 Frame with Stucco	4
Ultimate Wood Direct Glaze Polygon - 2x4 Frame with Stucco	5
Ultimate Direct Glaze Polygon - 2x4 Steel Stud with Brick Veneer	6
Ultimate Wood Direct Glaze Polygon - 2x4 Steel Stud with Brick Veneer	7
Ultimate Direct Glaze Polygon - Concrete Block with Brick Veneer	8
Ultimate Wood Direct Glaze Polygon - Concrete Block with Brick Veneer	9
Ultimate Direct Glaze Poly - Wood Siding Combination Wall Sheathing, WRB and Air Barrier	10
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Ultimate Wood Inswing French Door - 2x6 Frame with Steel Siding	14
Structural Support Options	15
Modern Casement - 2x6 Frame with Stucco	16
Modern Casement - 2x6 Frame with Wall Sheathing	17

Introduction

Marvin Windows and Doors is an industry leader in providing high quality and energy efficient windows and doors. To obtain these results, Marvin windows and doors need to be properly installed and maintained. Failure to review and utilize these construction methods can result in poor product performance, premature failure and unnecessary call backs. It is the responsibility of the architect, builder, installer, and subcontractors to comply with code requirements for their area and to utilize the best method for attachments and fastener selections.

This chapter covers the water seal requirements of the window and door installation and provides visual detail in drawing format of our installation instructions.

The water seal method can be thought of as primary and secondary methods and systems;

- **Primary water seal:** window exterior seal to the exterior coating or finish of the building
- **Secondary water seal:** window seal to the wall weather resistive barrier so that any leakage within the wall is managed and controlled.
- **Window panning system:** drains the RO area to the wall resistive barrier
- **RO air area seal:** prevents RO pressurization and air movement through the RO
- **Wall thermal barrier:** provides continuity of the wall system by installation placed around the window in the RO gap. Marvin has two systems for this; (1) batten installation system and (2) spray foam
- **Vapor seal:** is the least important of the seal systems. The vapor barrier provides continuity across the RO with the wall vapor barrier.

Units must be shimmed in the opening, true, level, and square. Shim a minimum of 3/8" above sill plate to provide unit clearance over panning.

Contact your Marvin representative if you have questions or need further technical assistance at 1-800-346-3363.

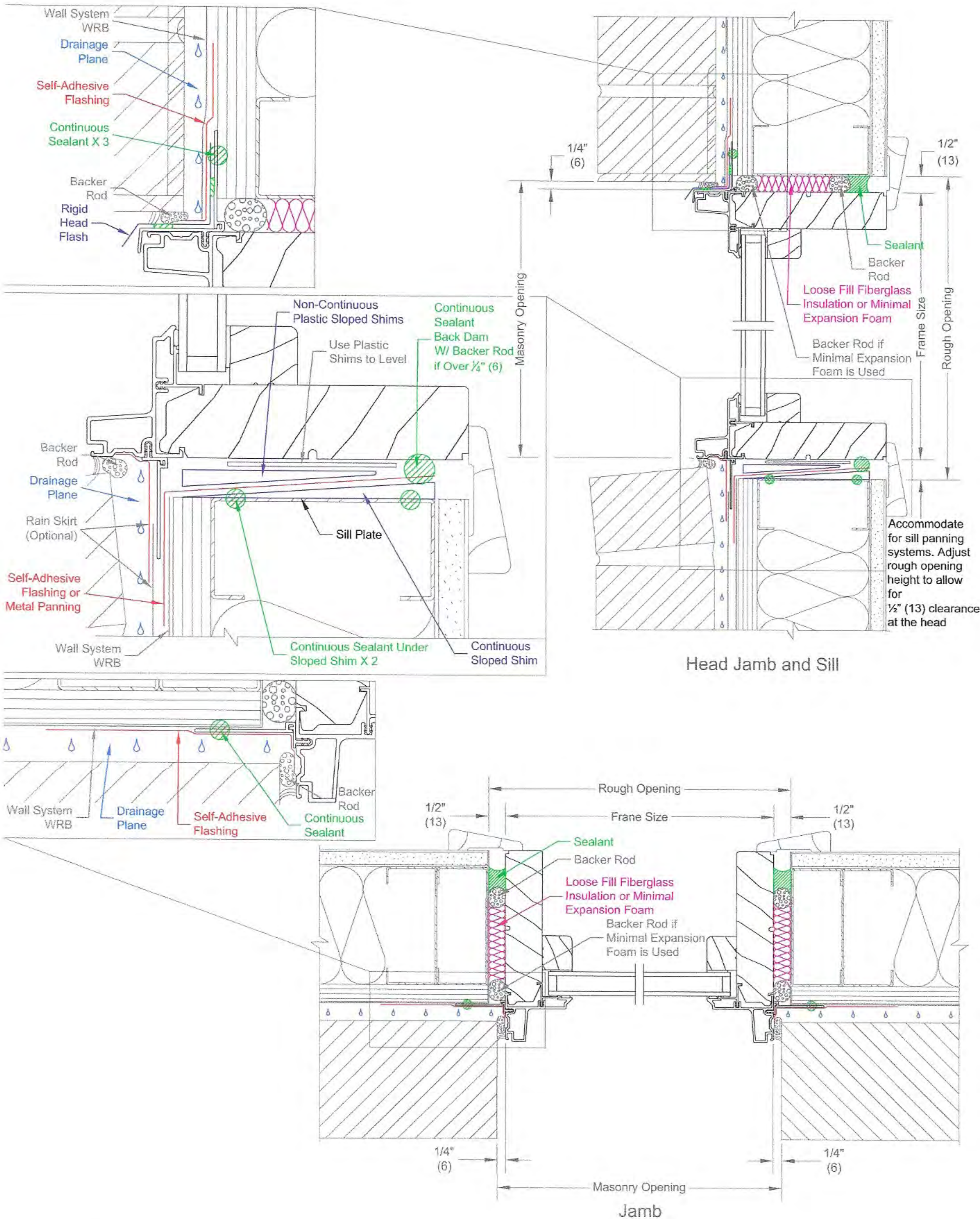
NOTE: Details shown not typical and subject to change without notice. Always refer to your local code for proper construction and rough opening preparation.

Important! Details are shown with small spaces between items for clarity, visualization, and illustrative purposes. Actual assembly details may vary. Contact Marvin Architectural for project specific aids.

Step by step instructions with color illustrations on Marvin's recommended rough opening preparation can be found at <http://www.marvin.com/roprep/>

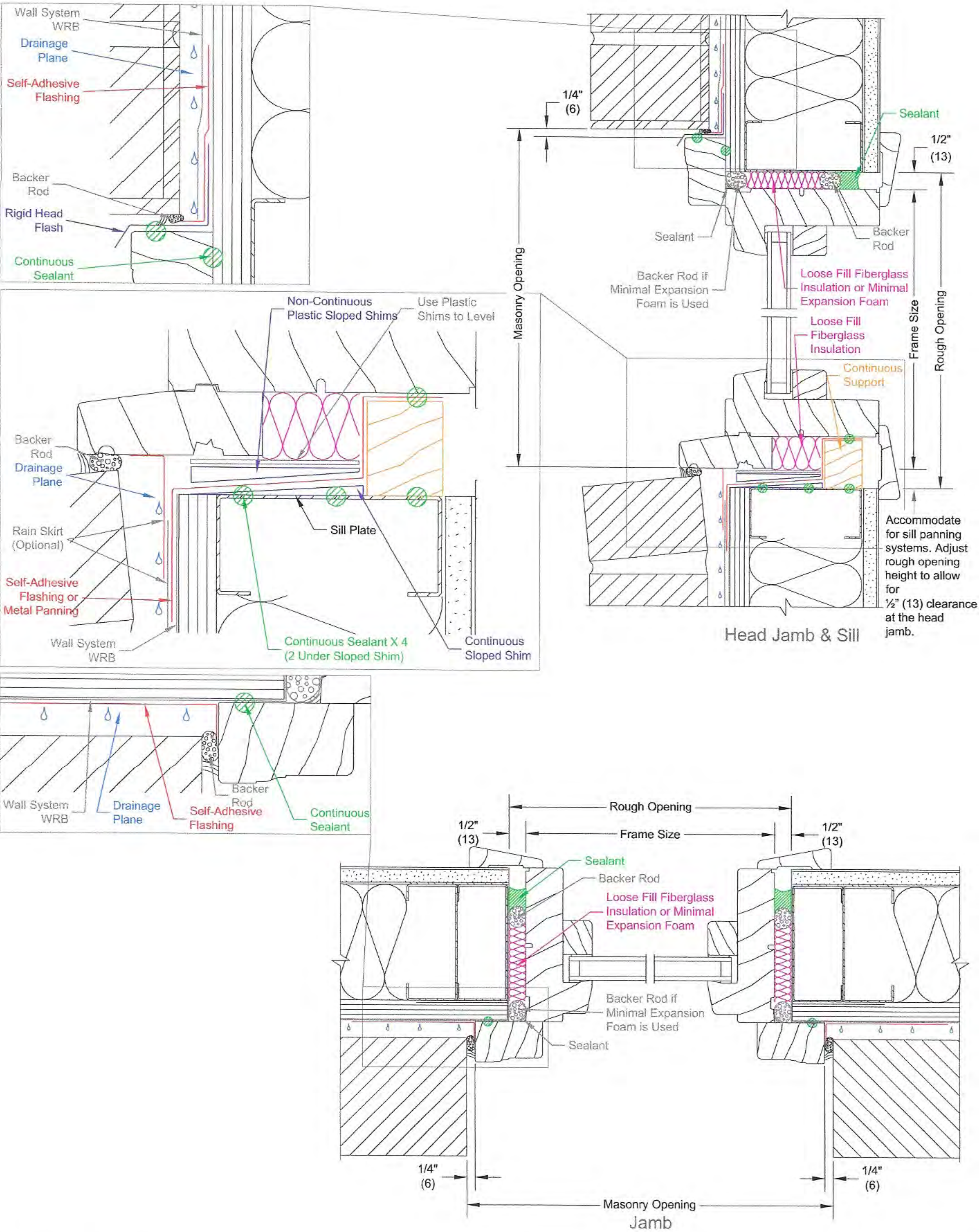
Ultimate Direct Glaze Polygon - 2x4 Steel Stud with Brick Veneer

Scale: 3" = 1'0"



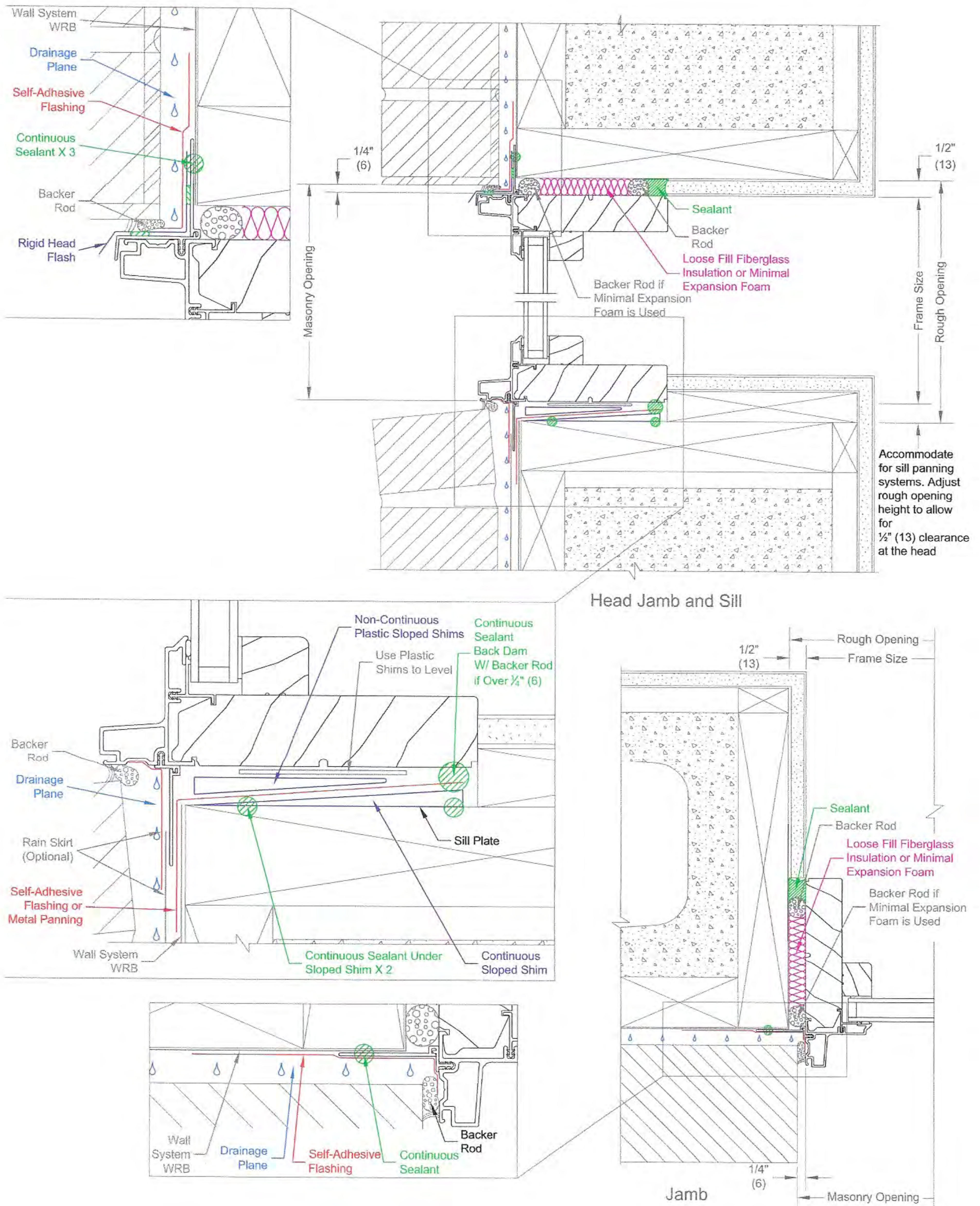
Ultimate Wood Direct Glaze Polygon - 2x4 Steel Stud with Brick Veneer

Scale: 3" = 1'0"



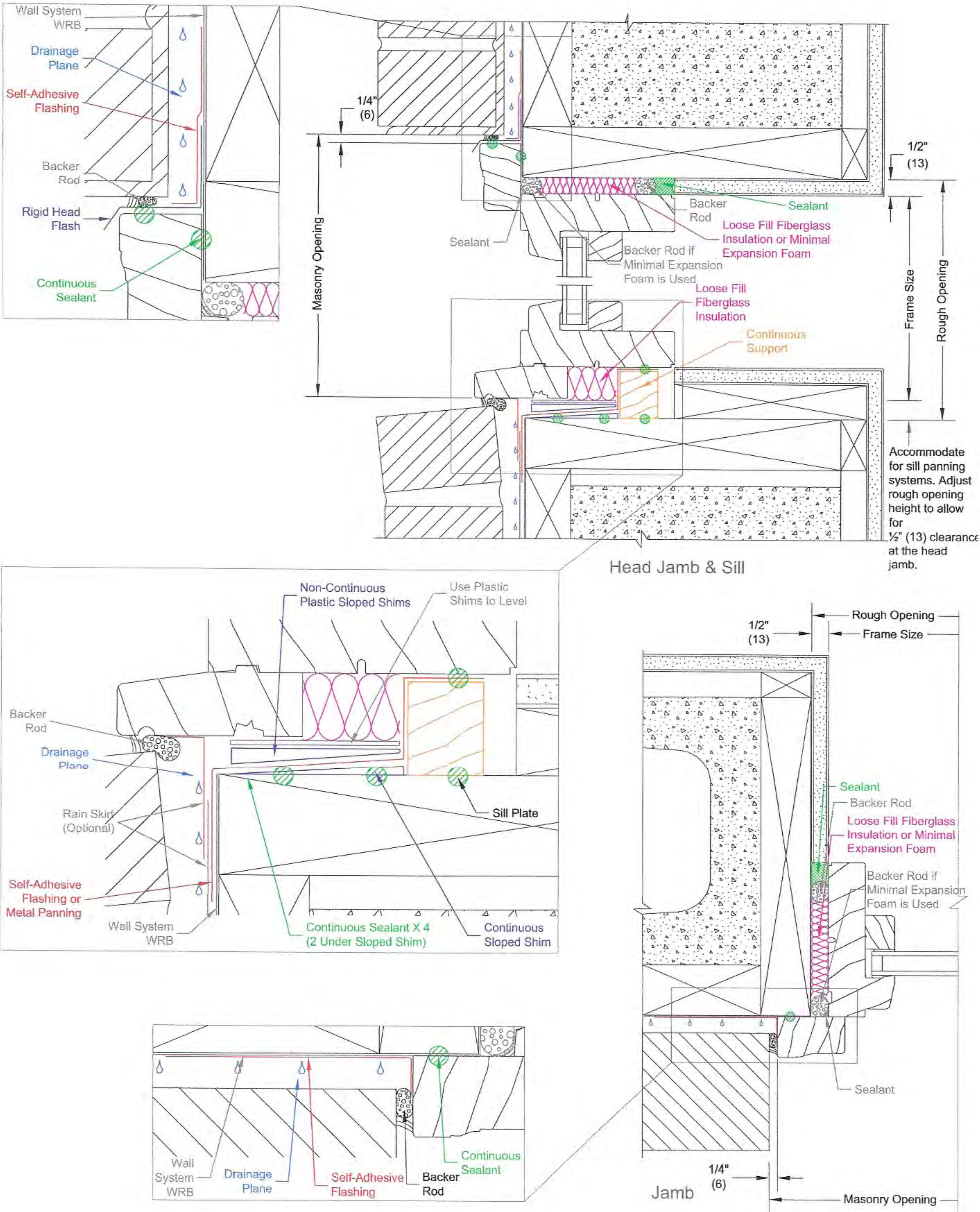
Ultimate Direct Glaze Polygon - Concrete Block with Brick Veneer

Scale: 3" = 1'0"



Ultimate Wood Direct Glaze Polygon - Concrete Block with Brick Veneer

Scale: 3" = 1'0"



Section 08 52 13
Ultimate Casement/Awning IZ4 Collection

1.1 Part 1 General

1.2 Section Includes

- A. Ultimate Casement/Awning Crank Out: Operators, Stationary, and Picture units complete with hardware, glazing, weather strip, insect screen, removable screen, simulated divided lite, jamb extension, and standard or specified anchors, trim, and attachments

1.3 Construction Specification Institute (CSI) MasterFormat Numbers and Titles

- A. Section 01 33 23 – Submittal Procedures; Shop Drawings, Product Data, and Samples
- B. Section 01 62 00 – Product Options
- C. Section 01 65 00 – Product Delivery
- D. Section 01 66 00 – Storage and Handling Requirements
- E. Section 01 71 00 – Examination and Preparation
- F. Section 01 73 00 - Execution
- G. Section 01 74 00 – Cleaning and Waste Management
- H. Section 01 76 00 – Protecting Installed Construction
- I. Section 06 22 00 – Millwork: Wood trim other than furnished by the window manufacturer
- J. Section 07 92 00 – Joint Sealant: Sill sealant and perimeter caulking
- K. Section 09 90 00 – Painting and Coatings: Paint and stain other than factory-applied finish

1.4 References

- A. Florida Building Code High-Velocity Hurricane Zone Testing Application Standards:
 - 1. TAS 201-94 Impact Test Procedures
 - 2. TAS 202-94 Criteria for Testing Impact and Non-Impact Resistance Building Envelope Components Using Uniform Static Air Pressure
 - 3. TAS 203-94 Criteria for Testing Products Subject to Cyclic Wind Pressure Loading
- B. American Society for Testing Materials (ASTM):
 - 1. E 283: Standard Test Method for Rate of Air Leakage through Exterior Windows, Curtain Walls, and Doors
 - 2. E 330: Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Door by Uniform Static Air Pressure Difference
 - 3. E 547: Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Cyclic Static Air Pressure Differential
 - 4. E 2190: Specification for Sealed Insulated Glass Units

5. C 1036: Standard Specification for Flat Glass
 6. E1996: Standard Specification or Performance of Exterior Windows, Curtain Walls, Door and Storm Shutters Impacted by Windborne Debris in Hurricanes
 7. E1886: Standard Test Method for Performance Windows, Curtain Walls, Doors and Storm Shutters Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials
- C. American Architectural Manufacturer's Association/Window and Door Manufacturer's Association (AAMA/WDMA/CSA):
1. AAMA/WDMA/CSA 101/I.S.2/A440-05 Standard/Specification for Window, Skylights, and Doors
 2. AAMA/WDMA/CSA 101/I.S.2/A440-08, NAFS – North American Fenestration Standard/Specification for Windows, Doors, and Skylights
 3. AAMA/WDMA/CSA 101/I.S.2/A440-11, NAFS 2011 – Northern American Fenestration Standard/Specification for Windows, Doors, and Skylights
- D. WDMA I.S.4: Industry Standard for Water Repellant Preservative Treatment for Millwork
- E. Window and Door Manufacturer's Association (WDMA): 101/I.S.2 WDMA Hallmark Certification Program
- F. Sealed Insulating Glass Manufacturer's Association/Insulating Glass Certification Council (SIGMA/IGCC)
- G. American Architectural Manufacturer's Association (AAMA): 2605: Voluntary Specification for High-Performance Organic Coatings on Architectural Extrusions and Panels
- H. National Fenestration Rating Council (NFRC):
1. 101: Procedure for Determining Fenestration Product thermal Properties
 2. 200: Procedure for Determining Solar Heat Gain Coefficients at Normal Incidence

1.5 System Description

A. Design and Performance Requirements:

Product	Air Tested to psf	Water Tested to psf	Structural Tested to psf	Certification Rating	Max Overall Width		Max Overall Height	
					in	mm	in	mm
Ultimate Awning 3/4" IZ4 (Full Frame)	1.57	10.65	+105/-127.5	+70/-85	48	(1219)	47.13	(1197)
Ultimate Casement 3/4" IZ4 (Full Frame)	1.57	10.65	+105/-127.5	+70/-85	36	(914)	85.71	(2177)
Ultimate Casement Picture 3/4" IZ4 (Full Frame)	1.57	10.65	+105/-127.5	+70/-85	36	(914)	85.71	(2177)
Ultimate Casement Picture 3/4" IZ4 (Full Frame)	1.57	10.65	+105/-127.5	+70/-85	85.71	(2177)	36	(914)
Ultimate Casement Picture 1" IZ4 (Full Frame)	1.57	10.65	+105/-112.5	+70/-75	60	(1524)	104.71	(2660)
Ultimate Casement Picture 1" IZ4 (Full Frame)	1.57	10.65	+105/-112.5	+70/-75	72	(1829)	71.12	(1807)
Ultimate Casement Picture 1" IZ4 (Full Frame)	1.57	10.65	+105/-112.5	+70/-75	104.71	(2660)	60	(1524)

- A. Shop Drawings: Submit shop drawings under the provision of CSI MasterFormat Section 01 33 23
- B. Product Data: Submit catalog data under the provision of CSI MasterFormat Section 01 33 23
- C. Samples:
 - 1. Submit corner section under the provision of CSI MasterFormat Section 01 33 23
 - 2. Include glazing system, quality of construction, and specified finish
- D. Quality Control Submittals: Certificates: submit manufacturer's certification indicating compliance with specified performance and design requirement under the provision of CSI MasterFormat Section 01 33 23

1.6 Quality Assurance

- A. Requirements: consult local code for IBC [International Building Code] and IRC [International Residential Code] adoption year and pertinent revisions for information on:
 - 1. Egress, emergency escape, and rescue requirements
 - 2. Basement window requirements
 - 3. Windows fall prevention and/or window opening control device requirements

1.7 Delivery

- A. Comply with provisions of CSI MasterFormat Section 01 65 00
- B. Deliver in original packaging and protect from weather

1.8 Storage and Handling

- A. Prime and seal wood surfaces, including to be concealed by wall construction, if more than thirty (30) days will expire between delivery and installation
- B. Store window units in an upright position in a clean and dry storage area above ground to protect from the weather under the provision of CSI MasterFormat Section 01660

1.9 Warranty

1.10 Complete and current warranty information is available at marvin.com/warranty. The following summary is subject to the terms, conditions, limitations, and exclusions set forth in the Marvin Windows and Door Limited Warranty and Products in Coastal Environments Limited Warranty Supplement:

- A. Clear insulating glass with stainless steel spacers is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for twenty (20) years from the original date of purchase. Glass is warranted against stress cracks caused by manufacturing defects from ten (10) years from the original date of purchase.
- B. Standard exterior aluminum cladding finish is warranted against manufacturing defects resulting in chalk, fade, and loss of adhesion (peel) per the American Architectural Manufacturer's Association (AAMA) Specification 2605-11 Section 8.4 and 8.9 for twenty (20) years from the original date of purchase.

Doc. 71373 Rev. 01/27/2022 Section 08 52 13~ 4 ~ Ultimate Casement/Awning IZ4 Collection
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- C. Factory applied interior finish is warranted to be free from finish defects for a period of five (5) years from the original date of purchase.
- D. Hardware and other non-glass components are warranted to be free from manufacturing defects for ten (10) years from the original date of purchase.

2.1 Part 2 Products

2.2 Manufactured Units

- A. Description: Factory-assembled Ultimate Casement/Awning manufactured by Marvin, Warroad, Minnesota.

2.3 Frame Description

- A. Interior: Non-Finger-Jointed Pine or finger-jointed core with non-finger-jointed Pine veneer; optional non-finger-jointed Douglas Fir or finger-jointed core with non-finger-jointed Douglas Fir veneer; optional non-finger-jointed White Oak or finger-jointed with non-finger-jointed Oak veneer; non-finger-jointed Cherry or finger-jointed core with Cherry veneer; non-finger-jointed Mahogany or finger-jointed core with non-finger-jointed Mahogany veneer; non-finger-jointed Vertical Grain Douglas Fir or finger-jointed with non-finger-jointed Vertical Grain Douglas Fir veneer.
 - 1. Kiln-dried to moisture content no greater than twelve (12) percent at the time of fabrication
 - 2. Water repellant preservative treated in accordance with WDMA I.S.4.
- B. Frame exterior aluminum clad with 0.050 inches (1.3mm) thick extruded aluminum
- C. Frame thickness: 1 3/16" (30mm)
- D. Frame depths for full-frame units have an overall 5 21/32" jamb (144mm). 4 9/16" (116mm) jamb depth from the nailing fin plane to the interior face of the frame for new construction.

2.4 Sash Description

- A. Interior: Non-Finger-Jointed Pine or finger-jointed core with non-finger-jointed Pine veneer; optional non-finger-jointed Douglas Fir or finger-jointed core with non-finger-jointed Douglas Fir veneer; optional non-finger-jointed White Oak or finger-jointed with non-finger-jointed Oak veneer; non-finger-jointed Cherry or finger-jointed core with Cherry veneer; non-finger-jointed Mahogany or finger-jointed core with non-finger-jointed Mahogany veneer; non-finger-jointed Vertical Grain Douglas Fir or finger-jointed with non-finger-jointed Vertical Grain Douglas Fir veneer.
 - 1. Kiln-dried to moisture content no greater than twelve (12) percent at the time of fabrication
 - 2. Water repellant preservative treated in accordance with WDMA I.S.4
- B. Sash exterior aluminum clad with 0.050" (1.3mm) thick extruded aluminum
- C. Sash thickness: Sash thickness is 1 5/8" (41mm) and 1 7/8" (48mm)
- D. Stiles and Rails: 2 1/16" (52mm)
- E. Sash Option: Optional tall bottom rail: 3 9/16" (90mm)
- F. Interior Sash Sticking
 - 1. Standard: Ogee
 - 2. Optional: Square Sticking Profile

2.5 Glazing

- A. Select quality complying with ASTM C 1036. Insulating glass SIGMA/IGCC certified to performance level CBA when tested in accordance with ASTM E 2190.
- B. Glazing method: Insulating glass, consisting of inboard lite of laminated glass. Exterior glass is standard annealed glass with optional tempered glass available.
- C. Glazing seal: Silicone bedding at interior and exterior
- D. Glass Type: Clear, Tempered, Obscure, Laminated, Low E2 with or without Argon, Low E3 with or without Argon, Low E1 with or without Argon

2.6 Finish

- A. Exterior: Aluminum clad. Fluoropolymer modified acrylic topcoat applied over primer. Meets AAMA 2605 requirements.
 - 1. Aluminum clad color options: Bahama Brown, Bronze, Cadet Gray, Cascade Blue, Cashmere, Clay, Coconut Cream, Ebony, Evergreen, Gunmetal, Hampton Sage, Pebble Gray, Sierra White, Stone White, Suede, Wineberry, Bright Silver (pearlescent), Copper (pearlescent), Liberty Bronze (pearlescent)
 - 2. Custom colors: Contact your Marvin representative
- B. Interior Finish options:

1. Prime: Factory-applied enamel primer. Available on Pine product only. Meets WDMA TM-11 requirements.
2. Painted Interior Finish. Available on Pine product only. Available in White or Designer Black. Meets WDMA TM-14 requirements.
3. Factory-applied water-borne acrylic enamel clear coat. Applied on two coats with light sanding between coats. Available on Pine, Mahogany, Mixed Grain Douglas Fir, Vertical Grain Douglas Fir, Cherry, White Oak. Meets WDMA TM-14 requirements.
4. Factory-applied water-borne urethane stain. Stain applied over a wood (stain) conditioner. A water-borne acrylic enamel clear coat was applied in two separate coats, with light sanding between coats applied over the stain. Available on Pine, Mahogany, Mixed Grain Douglas Fir, Vertical Grain Douglas Fir, Cherry, White Oak. Colors available: Wheat, Honey, Hazelnut, Leather, Cabernet, and Espresso. Meets WDMA TM-14 requirements.

2.7 Hardware

A. Casement operating hardware:

1. Locks: Multi-point sequential concealed locking system in the jamb opposite the hinge side for casement units. Lock handles are removable, non-handed, and are available in the same finishes as the handles. Standard tie bars, cams, and keepers – steel coated with E-Gard™. The keeper features a roller to reduce average lock force and does not easily disengage with the cam even under severe loading. Stainless steel packages are available for coastal application.
2. Handles: Standard operating handle is a folding handle, zinc painted with the standard folding cover being molded plastic. Available colors: standard is Satin Taupe (painted), White (painted), Matte Black (painted), Bronze (painted), Satin Chrome (plated), Satin Nickel (plated), Oil Rubbed Bronze (plated), Brass (plated), Antique Brass (plated)
3. Hinges: One at the sill to the bottom rail, one at the head jamb to the top rail. Hinges are steel coated with E-Gard™. The hinge track is stainless steel. Unit with a frame OM of 20 inches (508mm) and greater use an 18 inch (457mm) wash/egress hinge to allow the sash to slide across the frame opening, which causes the sash exterior to rotate towards the user for easy washability. Units under a frame OM of 20 inches (508mm) width use a standard 2 bar hinge, which will position the sash when fully open to 90degrees for the user to wash but does not include the feature of sliding the sash across the opening and rotating the exterior towards the user.

B. Awning hardware:

1. Locks: Uses a multipoint sequential concealed locking system in both jambs. Lock handles are removable, non-handed, and are available in the same finishes as the handles. Standard tie bars and cams – steel coated with E-Gard™. Standard keepers – steel coated with E-Gard™. Keeper features a roller to reduce average lock force and does not easily disengage with the cam even under severe loading
2. Handles: Standard operating handle is a folding handle, zinc painted with the standard folding cover being molded plastic. Available colors: standard is Satin Taupe (painted), White (painted), Bronze (painted), Matte Black (painted), Satin Chrome (plated), Satin Nickel (plated), Oil Rubbed Bronze (plated), Brass (plated), Antique Brass (plated)

3. Hinges: two hinges that connect the stiles of the sash to the jambs of the frame. Hinges are steel coated with E-Gard™, and the hinge track is stainless steel.

2.8 Weather Strip

- A. Weather strip at the frame is a hollow foamed material bent around a 90-degree corner to allow for seamless corner joints
 1. Color: Beige
- B. Sash weather strip bulb-shaped glass-filled material
 1. Color: White, beige, or black

2.9 Jamb Extension

- A. Jamb extensions are available for various wall thicknesses factory-applied up to a 12" (305mm) wide.
- B. Finish: Match interior frame finish

2.10 Insect Screen

- A. Aluminum frame finish is available in Satin Taupe, Bronze, Stone White, Ebony
- B. Screen mesh: Charcoal Fiberglass, Charcoal Aluminum Wire, Black Aluminum Wire, Bright Aluminum Wire; Bright Bronze Wire, High Transparency Mesh (Hi-Tran) Charcoal Fiberglass
- C. Optional Wood Screen Surround with Hi-Tran Fiberglass Screen. Species will match unit species.
- D. Optional Retractable Wood Screen with Hi-Tran Fiberglass Screen

2.11 Simulated Divided Lites (SDL)

- A. 5/8" (16mm) wide, 7/8" (22mm) wide, 1 1/8" (29mm) wide, 1 15/16" (49mm) wide, 2 13/32" (61mm) wide with or w/out internal spacer bar
- B. Exterior muntins: 0.055" (1.4mm) thick extruded aluminum
- C. Interior muntins: Pine, Douglas Fir, White Oak, Cherry, Mahogany, Vertical Grain Douglas Fir
- D. Muntins adhere to glass with closed-cell copolymer acrylic foam tape
- E. Sticking:
 - 1. Standard: Ogee
 - 2. Optional: Square
- F. Patterns: Rectangular, diamond, custom lite cut
- G. Finish – exterior matches exterior aluminum clad colors, interior matches' interior wood species and color

2.12 Grilles-Between-the-Glass (GBG)

- A. Offered on 1" glazing only
- B. 23/32" (18mm) contoured aluminum bar.
 - 1. Exterior Colors: exterior matches exterior aluminum-clad colors. The exterior GBG color is designed to best match the Marvin aluminum clad color when used with Low E glass. The use of different types of glazing may alter the exterior GBG color appearance
 - 2. Interior Colors: Stone White, Bronze, Pebble Gray, Sierra, White, Ebony (only available with Ebony exterior)
- C. Optional flat aluminum spacer bar. Contact your Marvin representative.
- D. Pattern: Rectangular, Cottage, Custom lite layout

2.13 Accessories and Trim

- A. Installation Accessories:
 - 1. Factory-installed vinyl nailing/drip cap
 - 2. Installation brackets: 6 3/8" (162mm), 9 3/8" (283mm), 15 3/8" (390mm)
 - 3. Masonry brackets: 6" (152mm), 10" (254mm)
- B. Aluminum Extrusions:
 - 1. Profile: Brick mould casing, flat casing, various special casing, frame expander, jamb extender, mullion cover, mullion expander, subsill, subsill end cap, and lineal cap
 - 2. Finish: Fluoropolymer modified acrylic topcoat applied over primer. Meets AAMA 2605 requirements.

3. Available in all exterior aluminum clad colors

3.1 Part 3 Execution

3.2 Examination

- A. Verification of Condition: Before installation, verify openings are plumb, square, and proper dimensions, as required in CSI MasterFormat Section 01 71 00. Report frame defects or unsuitable conditions to the General Contractor before proceeding.
- B. Acceptance of Condition: Beginning on installation confirms acceptance of existing conditions.

3.3 Installation

- A. Comply with CSI MasterFormat Section 01 73 00.
- B. Assemble and install window/door unit(s) according to manufacturer's instruction and review shop drawing.
- C. Install sealant and related backing materials at the perimeter of unit or assembly in accordance with CSI MasterFormat Section 07 92 00 Joint Sealants. Do not use expansive foam sealant.
- D. Install accessory items as required.
- E. Use finish nails to apply wood trim and mouldings.

3.4 Field Quality Control

- A. Remove visible labels and adhesive residue according to the manufacturer's instructions.
- B. Unless otherwise specified, air leakage resistance tests shall be conducted at a uniform static pressure of 75 Pa (~1.57 psf). The maximum allowable rate of air leakage shall not exceed 2.3 L/sm² (~0.45 cfm/ft²).
- C. Unless otherwise specified, water penetration resistance testing shall be conducted per AAMA 502 and ASTM E1105 at 2/3 of the fenestration products design pressure (DP) rating using "Procedure B" – cyclic static air pressure difference. Water penetration shall be defined in accordance with the test method(s) applied.

3.5 Cleaning

- A. Remove visible labels and adhesive residue according to the manufacturer's instructions.
- B. Leave windows and glass in a clean condition. Final cleaning as required in CSI MasterFormat Section 01 74 00.

3.6 Protecting Installed Construction

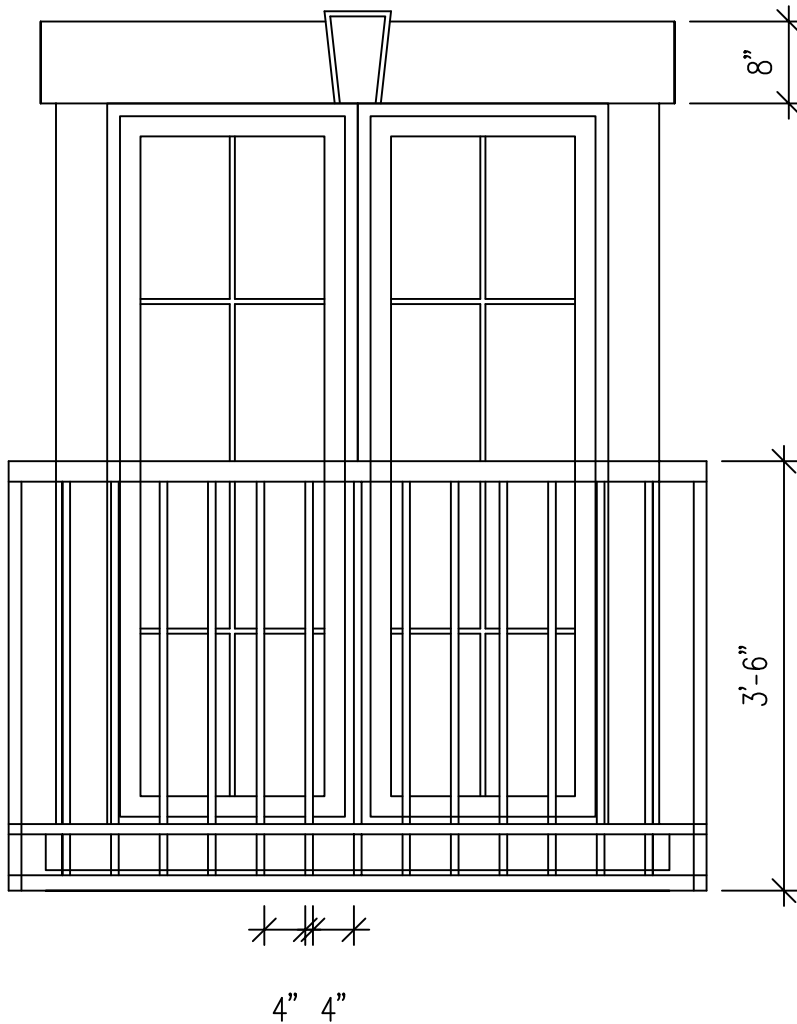
- A. Comply with CSI MasterFormat Section 07 76 00.
- B. Protecting windows from damage by chemicals, solvents, paint, or other construction operations that may cause damage.

End of Section

ATT. #2



ATTACHMENT #3



ATT #4

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SPECIFICATIONS

Certifications/Qualifications	
www.kichler.com/warranty	

Dimensions	
Base Backplate	5.50 X 4.25
Extension	4.00"
Weight	3.70 LBS
Height from center of Wall opening (Spec Sheet)	7.00"
Height	13.75"
Width	7.00"

Light Source	
Delivered Lumens	700
Expected Life Span (Hours)	40000
Lamp Included	Integrated
Light Source	LED
Max or Nominal Watt	20W
# of Bulbs/LED Modules	2

Mounting/Installation	
Location Rating	Wet
Mounting Style	Wall Mount
Mounting Weight	3.70 LBS

Photometrics	
Color Rendering Index	90
Kelvin Temperature	3000K

FIXTURE ATTRIBUTES

Housing	
Diffuser Description	Clear Tempered Glass
Primary Material	ALUMINUM

Product/Ordering Information	
SKU	49279BKLED
Finish	Black
Style	Contemporary
UPC	7.83928E+11

Finish Options	
	Black
	Platinum
	Textured Architectural Bronze
	White



ALSO IN THIS FAMILY


49278BKLED


49278WHLED


49279WHLED


49278AZTLED


49278PLLED


49279AZTLED

SPECIFICATIONS

Certifications/Qualifications

Dark Sky Compliant	Yes
Title 24 Compliant	Yes
	www.kichler.com/warranty

Dimensions

Base Backplate	5.50 X 5.00
Extension	6.00"
Weight	1.89 LBS
Height from center of Wall opening (Spec Sheet)	2.75"
Height	5.50"
Width	5.00"

Electrical

Input Voltage	Dual (120/140)V
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Light Source

Delivered Lumens	400
Expected Life Span (Hours)	40000
Lamp Included	Integrated
Light Source	LED
Max or Nominal Watt	15W
# of Bulbs/LED Modules	1

Mounting/Installation

Interior/Exterior	Exterior
Location Rating	CSA UL Listed Wet
Mounting Style	Wall
Mounting Weight	1.72 LBS

Photometrics

Color Rendering Index	80
Color Temperature Range	3000
Delivered Efficacy (Lumens/Watt)	28
Kelvin Temperature	3000K

FIXTURE ATTRIBUTES

Housing

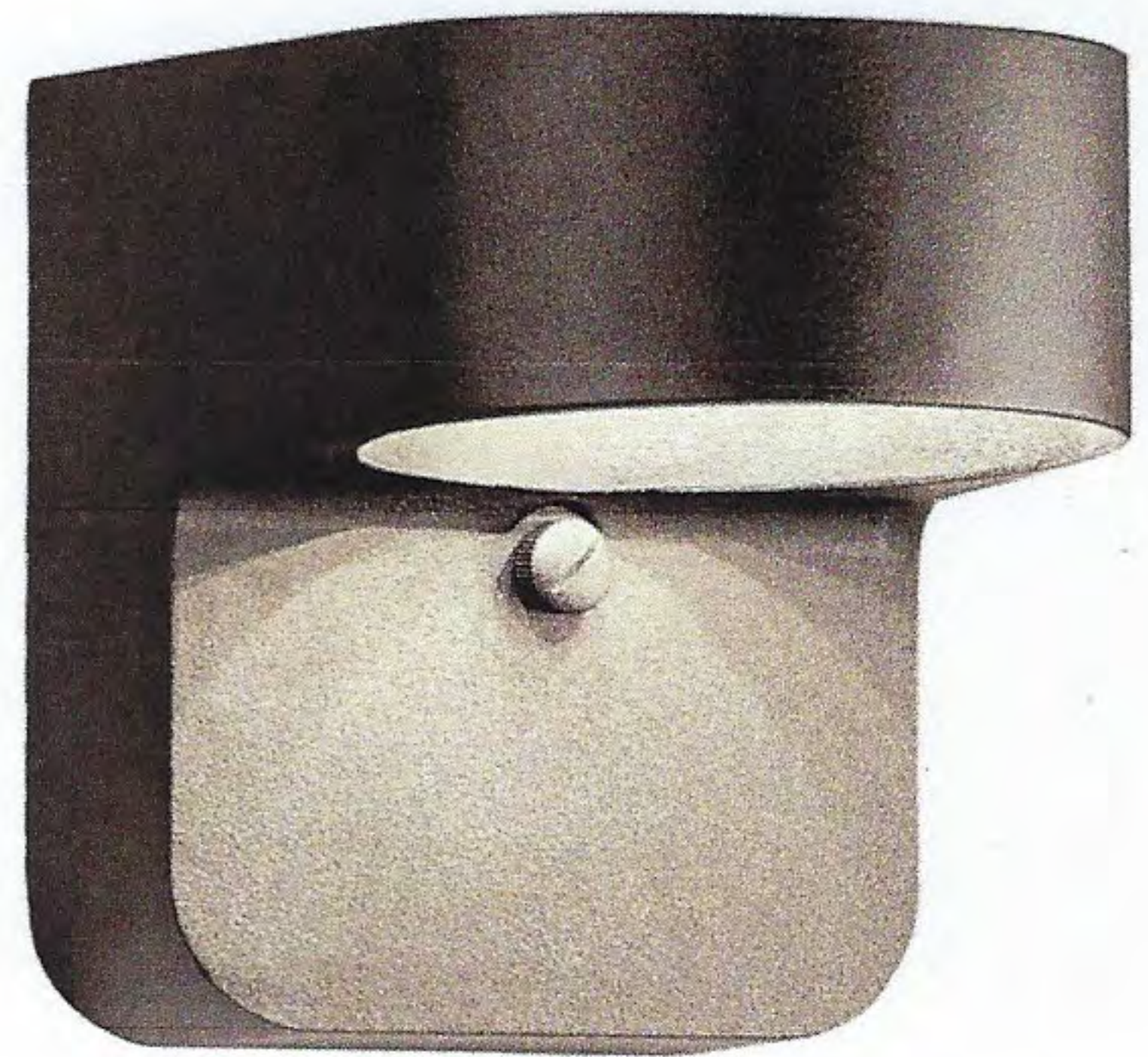
Primary Material	Aluminum
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Product/Ordering Information

SKU	11077AZT
Finish	Textured Architectural Bronze
Style	Other
UPC	783927394512

Finish Options

- Textured Architectural Bronze
- Textured Black





MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: MAY 12, 2022
SUBJECT: 564 GREEN BAY ROAD – NEW MIXED-USE BUILDING – CERTIFICATE OF APPROPRIATENESS (CASE NO. 22-03-DR)

INTRODUCTION

On May 19, 2022, the Design Review Board (DRB) is scheduled to hold a public hearing on an application submitted by 564 Green Bay Road, LLC (the “Applicant”), as the owner of the property located at 564 Green Bay Road (the “Subject Property”). The Applicant proposes construction of a new three-story mixed-use building with a roof top deck on the Subject Property and requests approval of a Certificate of Appropriateness.

A mailed notice was sent to property owners within 250 feet of the Subject Property, in compliance with the Village Code. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Applicant has also submitted an application requesting approval of a Special Use Permit to allow off-street parking at street-level along the alley on the Subject Property, as well as a variation application requesting approval to (i) provide less than the minimum required rear yard setback; and (ii) provide less than the minimum required off-street parking spaces for the two residential units on the second and third floors. The Plan Commission is scheduled to consider the special use permit on May 23, 2022, and the Zoning Board of Appeals is scheduled to consider the special use permit and the variation requests on June 13, 2022. Lastly, the Applicant has submitted a demolition permit that was approved without delay by the Landmark Preservation Commission on April 4, 2022.

The Village Council has final jurisdiction on this request.

PROPERTY DESCRIPTION

The Subject Property, which consists of approximately 0.05 acres (2,512 square feet), is located on the west side of Green Bay Road, between Elm and Spruce Streets. Because the lot area is less than 10,000 square feet, redevelopment of the Subject Property does not require approval of a planned development, nor may the Applicant request planned development approval. The Subject Property contains an existing two-story commercial building that previously housed the *French Institute of the North Shore*. Figures 1 through 3 on the following pages identify the Subject Property.



Figure 1 – Aerial Map



Figure 2 – Subject Property



Figure 3 – Subject Property with Neighboring Properties

The Land Use Map of the 2020 Comprehensive Plan designates the Subject Property as appropriate for “Mixed Use” development. The Subject Property is located in a commercial area with offices, restaurants and other commercial uses in the immediate vicinity. The Land Use Plan Map designates the properties to the north, south, and west as appropriate for “Mixed Use” and the property to the east, across Green Bay Road and along the Union Pacific Railroad, as appropriate for “Park / Open Space” (see Figure 4).

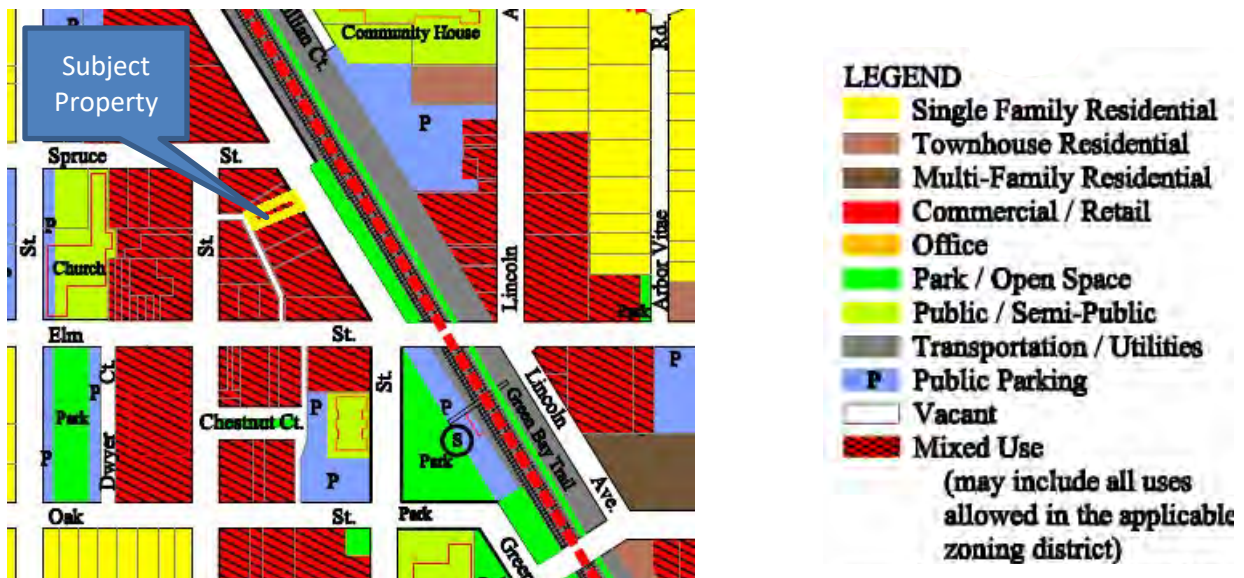


Figure 4 – Comprehensive Plan Land Use Map

The Subject Property is zoned C-2 General Retail Commercial, and it is bordered by C-2 General Retail Commercial to the north, south, and west. The properties to the west are also located within the C-2 Commercial Overlay District (see Figure 5).

The proposed use of the Subject Property as mixed-use is consistent with the Comprehensive Plan Land Use Map and the property's commercial zoning classification. Along Green Bay Road to the north there is a mixed-use building and a restaurant. To the south of the Subject Property is an office building and a mixed-use building. The Subject Property is served by a public alley along the west property line. To the west of the alley is a commercial building (see Attachment B for photographs). The C-2 District allows buildings with dwelling units above the ground floor in a commercial building, the proposed building on the Subject Property would contain commercial space on the basement and ground floor levels and a total of two residential units on the second and third floor levels.

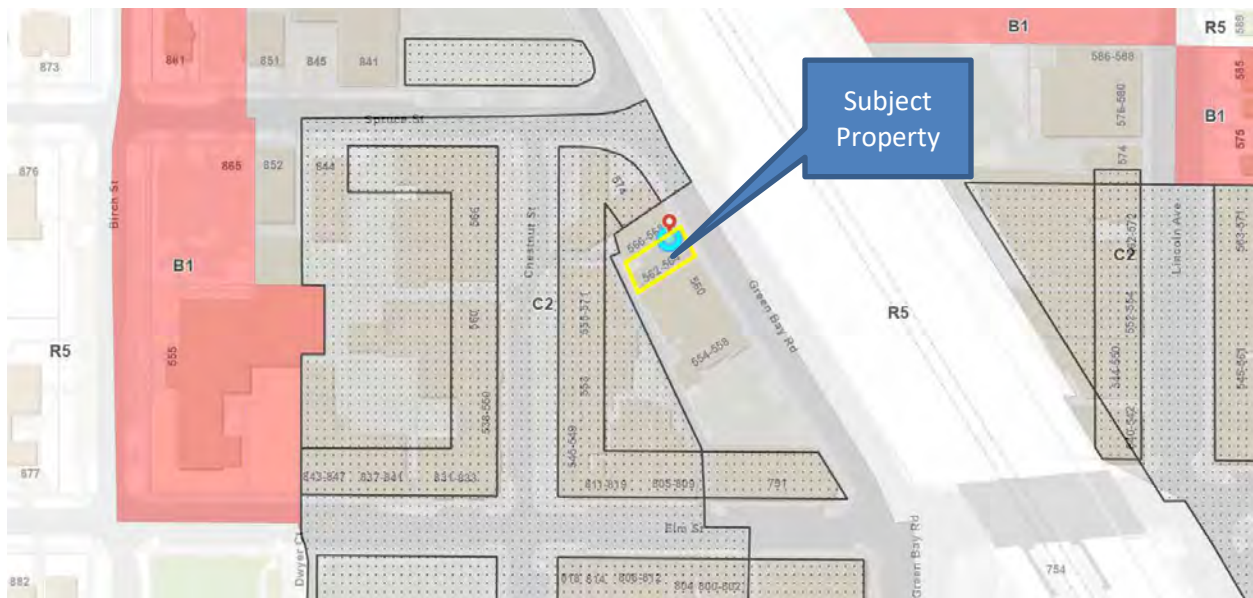


Figure 5 – Zoning Map

PROPOSED PLAN

The proposed development of the Subject Property consists of a three-story building with one commercial unit consisting of the ground floor and the basement level. The commercial space would be occupied by Engel & Völkers. Two single-level two-bedroom residential units measuring approximately 1,405 square feet are also proposed; one on the second floor and one on the third floor. A roof top deck is proposed to provide outdoor space for the tenants. The proposed building would also have enclosed parking at the rear of the building, accessed from the alley. The garage would be located on the ground floor level, behind the commercial space, and would accommodate two vehicles. The plan also includes installation of a parking lift above one of the ground floor parking spaces, to provide parking for one additional vehicle.

Excerpts of the proposed site plan and building elevations of the proposed development are provided on the following page as Figures 6 through 8. The complete set of plans are provided in the application materials (Attachment A).

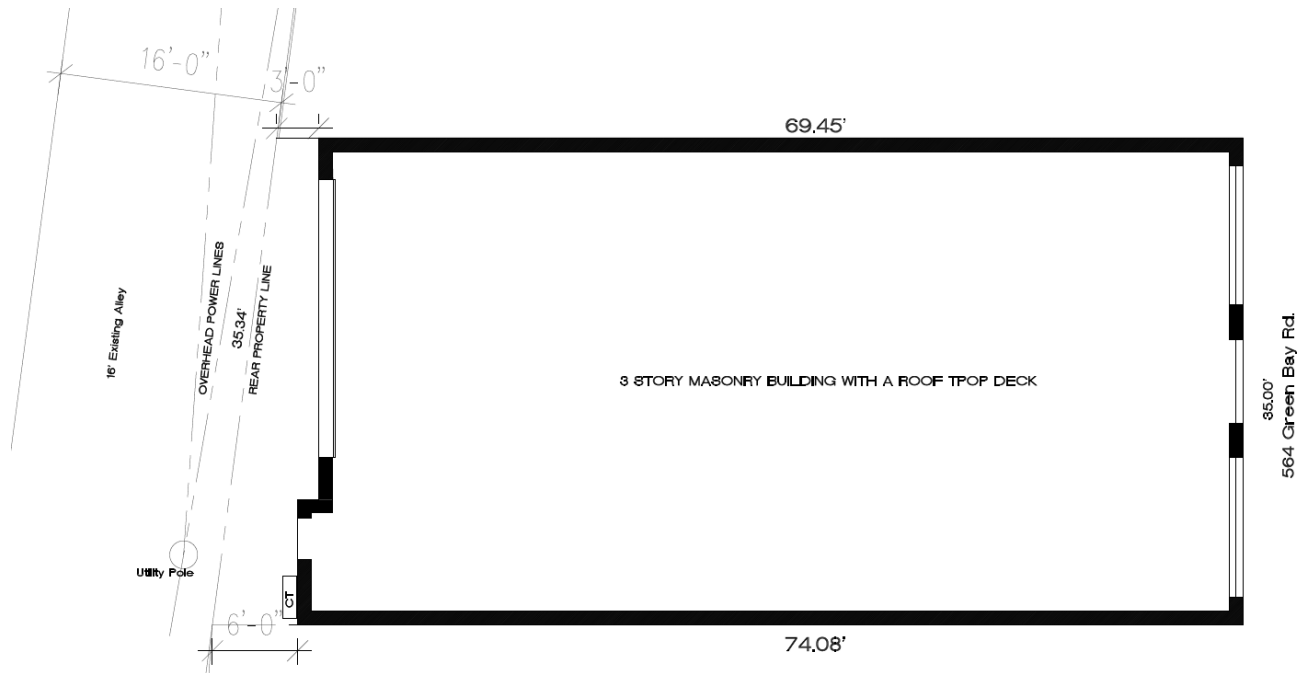


Figure 6 – Site Plan

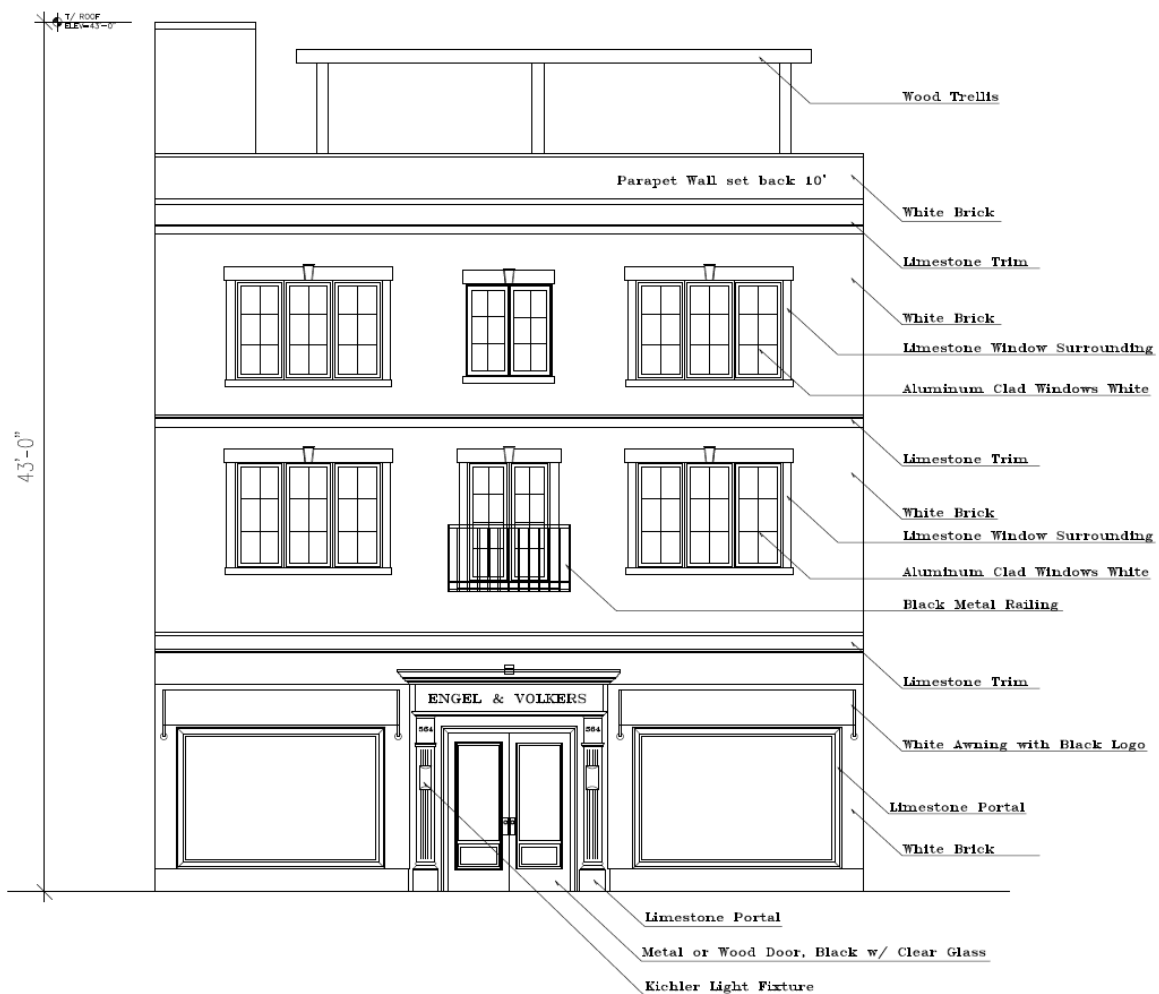


Figure 7 – Front Building Elevation – Green Bay Road



Figure 8 – Rear Building Elevation – Public Alley

The proposed building would be white brick with limestone trim and window surroundings, and limestone detailing around the front entrance. The windows would be aluminum clad in white. A black metal railing for a Juliette balcony is proposed for the center window on the second floor, centered above the front entrance below. Black railings are also proposed for the residential balconies on the rear elevation. The Applicant is proposing Kichler light fixtures on the exterior elevations. Photos of the proposed light fixtures are included in the application materials, included in this report as Attachment A. The garage door and back door to the building would be insulated metal.

The roof deck would include a wood trellis covering approximately one-third of the roof top deck. The air conditioning compressors would be located on the roof behind the stairwell, towards the rear of building, concealed from street view. The plans identify the refuse and recycling containers to be located within the garage.

The signage and awnings identified in Figure 7 on the previous page will require approval by the DRB at a future meeting. The Applicant will need to submit sign and awning permits with the details of the

proposed signage and awnings for consideration by the DRB.

Given the entire Subject Property is currently covered with an impermeable surface, no stormwater detention is required.

ZONING RELIEF

Although zoning relief is not the purview of the DRB, it should be noted that two zoning variations and a special use permit are being requested to allow the development on the Subject Property, the requested variations are: (1) rear yard setback; and (2) off-street parking.

Rear Yard Setback (alley). A rear yard setback of 10 feet is required from the west property line along the public alley. The proposed building would provide a setback of 3 feet, which requires a variation of 7 feet (70%). Due to the angle of the rear lot line, the proposed rear yard setback increases to 6 feet at the southwest corner of the building.

Off-Street Parking. The proposed residential units on the second and third floor would both have two bedrooms. The Zoning Ordinance requires a minimum of 1½ parking spaces per two-bedroom unit. Therefore, the proposed development requires three off-street parking spaces for the residential units. The proposed garage would provide two at-grade parking spaces and a parking lift over one of these spaces to accommodate a third vehicle. The Zoning Ordinance does not contemplate the use of a lift to meeting the off-street parking space requirement; therefore, a variation of one parking space (33.33%) is required. Regarding the proposed commercial space, off-street parking is only required for new commercial space when the total gross floor area is 2,500 square feet or more. The gross floor area calculation for required parking excludes floor area for such items as storage, mechanical equipment rooms, rest rooms, common area elements, and hallways. Off-street parking is not required for the commercial space since the total area of the commercial space at both the ground floor and basement levels is less than 2,500 square feet of gross floor area.

Special Use – Location of Off-Street Parking: In order to encourage below-grade parking, the Zoning Ordinance requires off-street parking located at street-level to receive approval of a special use permit. As previously noted, the proposed parking would be provided on the ground floor level at the rear of the building accessed from the public alley.

A mailed notice for the Plan Commission meeting has been sent to property owners within 250 feet of the Subject Property and a sign has been posted on the site informing the public of the Plan Commission meeting on May 23, 2022. A mailed notice will also be sent by June 3, 2022, for the Zoning Board of Appeals meeting scheduled for June 13, 2022.

CERTIFICATE OF APPROPRIATENESS CONSIDERATIONS

As established by the Village Code, the Design Review Board is to consider the following four (4) factors in determining whether to grant a Certificate of Appropriateness:

- (1) whether the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;
- (2) whether the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations (Note: Please refer to the early

section “Property Description” in which the project consistency with the Comprehensive Plan is summarized).

- (3) whether the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and
- (4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.

The Board will need to determine if the proposed mixed-use building complies with the above standards. Excerpts of the Village Design Guidelines are included as Attachment C, highlighting standards which apply to mixed-use buildings in the commercial districts.

DESIGN GUIDELINES

The Village’s Design Guidelines provide direction for the style and form of new mixed-use buildings in the commercial districts. The Subject Property is located along the dividing line (Green Bay Road) between the East/West Elm Street District. In contrast to the pedestrian-oriented feel of the district as whole, the Subject Property experiences heavier vehicular traffic conditions than other parts of the Elm Street District. That being said, the Guidelines state:

- Regarding **massing**, mixed-use buildings should align with adjacent buildings for minimal setbacks and create a continuous “streetwall.”
- Regarding **height**, buildings should be limited to two to three stories that create transition or consistency of height in the surrounding neighborhood.
- Regarding **roof forms**, pitched shingle roofs with visible cross cables and eave lines are preferred.
- For **proportion and scale**, mixed-use buildings should provide a vertical rhythm with distinguishment of upper floors and a horizontal rhythm with continuous harmony of the adjacent street facades.
- For **fenestration and glazing**, frequent use of windows and openings is suggested to encourage transparency of buildings.
- Regarding **materials**, the general use of natural masonry materials and modular brick for external facades, with wood accents and trim are encouraged.
- For all **elements of the building façade**, colors that are sympathetic to the overall building color palette and adjacent buildings are encouraged.

RECOMMENDATION

At the May 19, 2022, Design Review Board meeting, the Board is scheduled to consider the design of the Applicant’s proposed mixed-use building. After hearing from the Applicant and the public, the Board may decide to take action on one of two options:

- 1) Continue further review of the application to a date specific in order to provide the Applicant and/or staff additional time to address questions and comments from the Board.

- 2) Adopt a motion recommending approval or a motion recommending denial of a certificate of appropriateness for design of the proposed mixed-use building.

If the Board wishes to adopt a motion recommending approval or denial, a Board member may want to make a motion such as the following:

*Move to recommend **approval [denial]** of a certificate of appropriateness for the **design of the proposed three-story mixed-use building with a roof top deck on the Subject Property**, subject to the following conditions:*

- A. [If the Board chooses to place conditions as part of its recommendation, it will want to include the conditions here.]**

The Board's recommendation is based on evidence in the record, or a public document, and upon the following findings of fact:

- (1) the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;*
- (2) the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;*
- (3) the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and*
- (4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.*

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Photographs of Area Properties

Attachment C: Excerpts of Village Design Guidelines

ATTACHMENT A

Village of Winnetka
CERTIFICATE OF APPROPRIATENESS APPLICATION

VILLAGE OF WINNETKA, ILLINOIS DEPARTMENT OF COMMUNITY DEVELOPMENT

CERTIFICATE OF APPROPRIATENESS APPLICATION

Project Address: 564 Green Bay Road, Winnetka, IL 60093

Name of Business(es): 564 Green Bay LLC

Application is hereby made for the following work (please check all that apply):

- ☐ Sign Sign Permit Application attached? ☐
☐ Awning Awning Permit Application attached? ☐
☐ Other (general description) _____

Please provide a detailed description of the proposed work (attach additional information such as material specifications, photographs, etc.): Proposing a new 3-story mixed use building that will consist of commercial space at first floor and lower level, residential on the second and third floors and a rooftop deck. Interior parking will be located in rear, at ground level.

I/We hereby certify that as Owner (Lessee/Owner) of the property located at 564 Green Bay Rd (address), I am/we are authorized to submit plans for alterations of the subject property. I/We agree to perform the subject work in accordance with the conditions of approval by the Winnetka Design Review Board as well as all other applicable codes, rules and regulations of the Village of Winnetka.

SIGNED

PRINTED NAME(S)

ADDRESS

PHONE NO.

EMAIL

 Digitally signed by Paul E. Lazarre
Date: 2022.02.24 20:54:21 -0500

Paul E. Lazarre

2355 N. Commercial Ave #1 Chicago IL 60614

847-274-6898

paul.lazarre@evrealestate.com

FOR OFFICE USE ONLY

COA applied for (date): _____

COA Case Number: _____

COA Issued (date): _____

PRIMARY DESIGN FIRM	<u>Kaminski Architects Ltd</u>
CONTACT NAME	<u>Bohdan Kaminski</u>
ADDRESS	<u>446 Central Ave suite 100</u> <u>Northfield IL 60093</u>
PHONE NO.	<u>847-807-8002</u>
EMAIL	<u>bohdan@karchitectsltd.com</u>

Our proposed plans for 564 Green Bay Road include a beautiful retail shop on the ground floor, and a 1,405 square foot luxury apartment on the second and third floors. The building's architecture is designed to comply with Winnetka's village-wide character and to encourage local live, work and play. A communal roof deck will offer additional outdoor space for the residents. While proposed to have three parking spaces, the building is located across the street from the train station, which aligns with our goal of promoting public or alternative transportation methods.

Engel & Völkers is thrilled to be making Winnetka our permanent home in the North Shore! To be in the retail space on the ground and basement levels, our proposed shop and real estate office will be home to two full-time staff and approximately 50 real estate advisors, representing most communities in the North Shore. Our proposed floorplan has retail display cases that encourage the public to view selected homes and yachts for sale in the North Shore, around the United States and the world. The retail space has been designed to host events that engage the with community, including book signings, coffee tasting, Halloween costume parade and cookie decorating, and cardiovascular life support training.

Proposed Exterior Rendering:



Engel & Völkers Overview:

Founded in 1977 in Europe, Engel & Völkers is one of the world's leading service companies specializing in the sale and rental of premium residential property, commercial real estate, yachts, and aircrafts. With more than 800 shops worldwide, Engel & Völkers offers a professionally tailored range of services. The company is currently operating in over 30 countries on five continents.

Other Engel & Völkers shops in retail locations in North America and worldwide:



Figure 1- Santa Monica, California



Figure 2- Aspen, Colorado



Figure 3- Trier Germany



Figure 4- Spain



564 GREEN BAY RD STREET ELEVATION



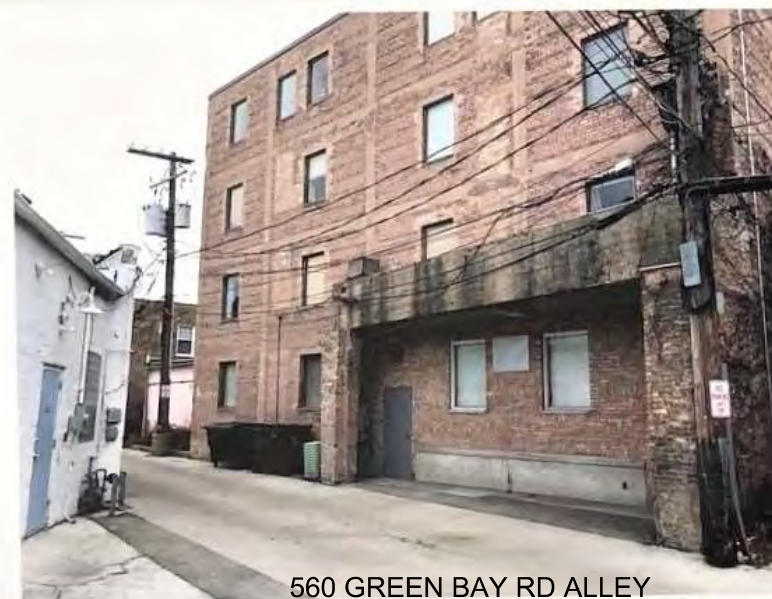
564 GREEN BAY RD ALLEY



560 GREEN BAY RD STREET ELEVATION



566 GREENBAY RD STREET ELEVATION



560 GREEN BAY RD ALLEY



566 GREEN BAY RD ALLEY

Wesley 2 Light LED Wall Light Architectural Black

DIMENSIONS	
Overall Height	4.00" x 4.25"
Overall Width	4.00"
Overall Depth	1.12" (1.88")
Height (to center of light opening)	7.50"
Height (to bottom of light opening)	7.50"
Height (to top of light opening)	7.50"
LIGHT SOURCE	
Color Temperature	4000K
Beam Spread	120°
Light Output	2000lm
Power Consumption	20W
Warranty	5 Years
MOUNTING INFORMATION	
Mounting Type	Wall
Mounting Hole	3.75" (3.75")
Mounting Weight	2.10 LBS
FINISHES	
Color	Black
Material	Aluminum
Finish	Matte



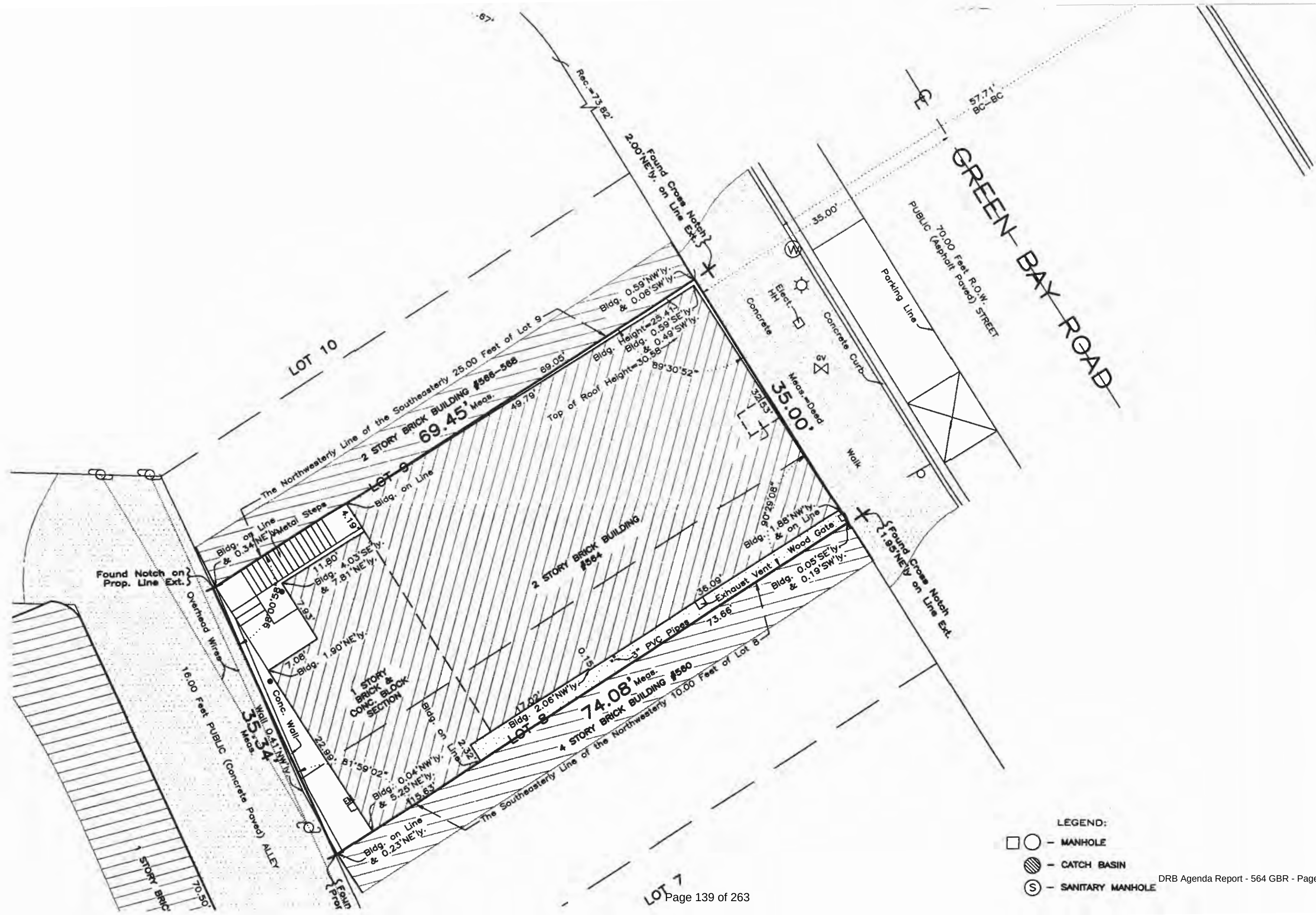
5.5" 1 Light Wall Light Textured Architectural Bronze

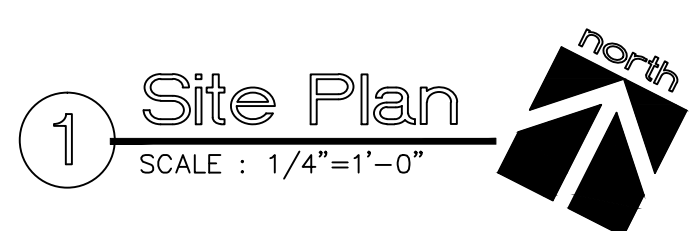
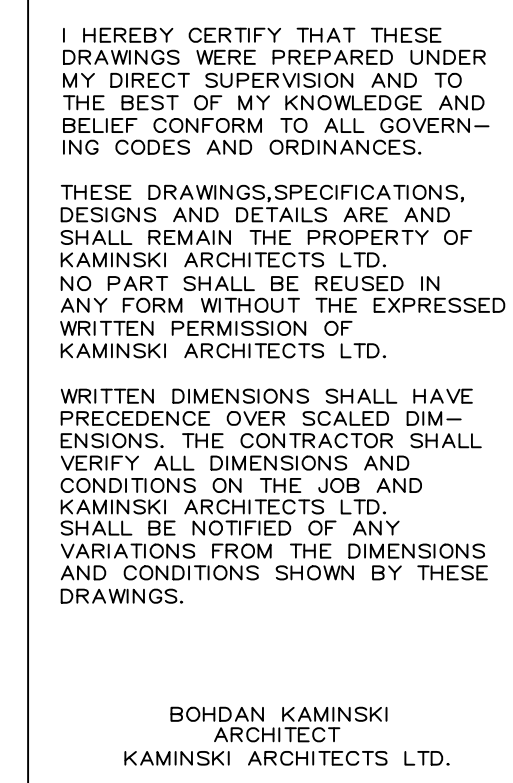
DIMENSIONS	
Overall Height	5.50" x 5.50"
Overall Width	5.50"
Overall Depth	1.88" (1.88")
Height (to center of light opening)	7.50"
Height (to bottom of light opening)	7.50"
Height (to top of light opening)	7.50"
LIGHT SOURCE	
Color Temperature	4000K
Beam Spread	120°
Light Output	2000lm
Power Consumption	20W
Warranty	5 Years
MOUNTING INFORMATION	
Mounting Type	Wall
Mounting Hole	3.75" (3.75")
Mounting Weight	2.10 LBS
FINISHES	
Color	Bronze
Material	Aluminum
Finish	Matte



WINDOW CLADDING

RAILING COLOR



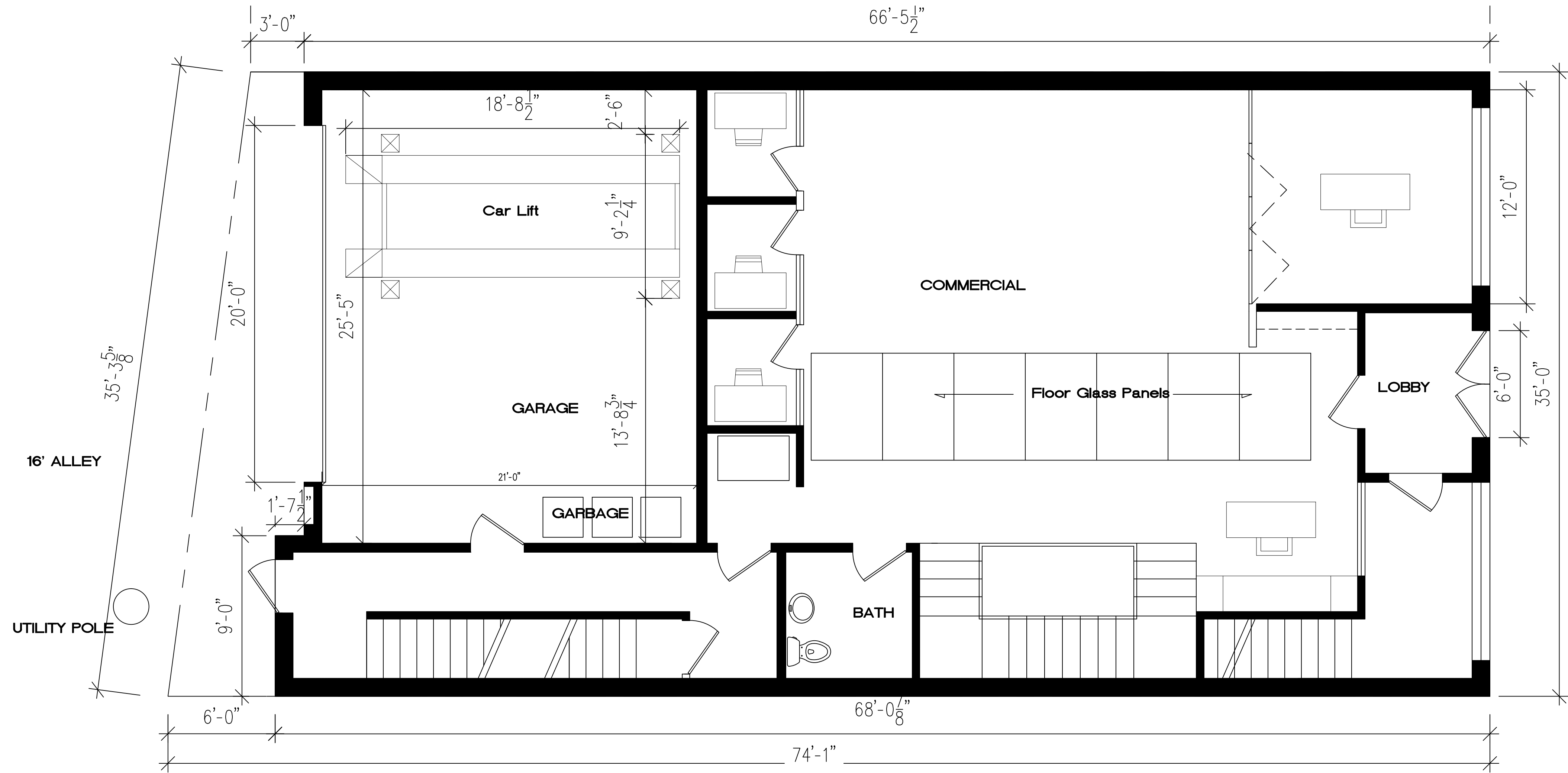
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Design by:	BK
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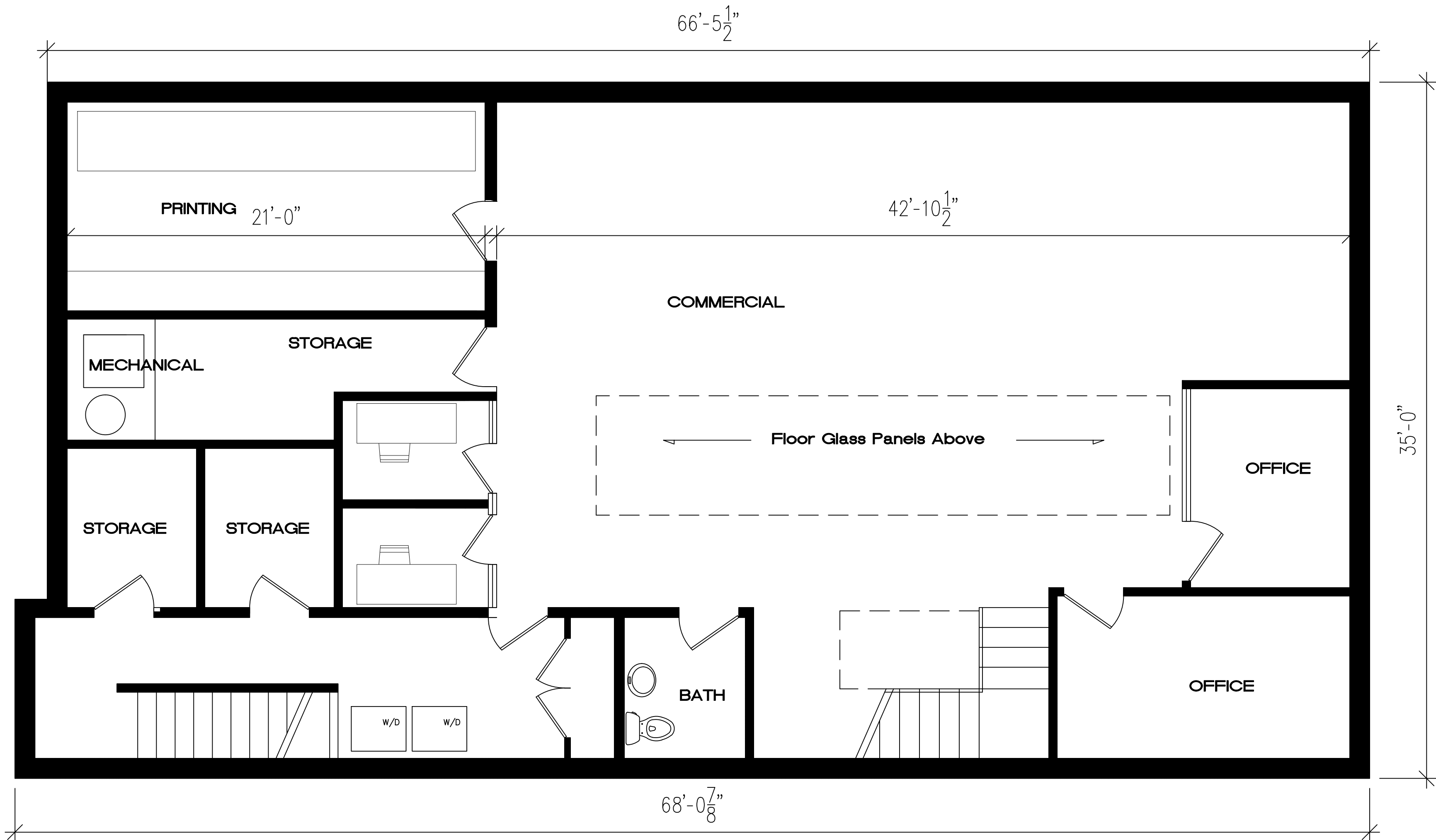
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JOB # 112021
SHEET #

A8.1



1 1st Floor Plan
SCALE : 1/4"=1'-0"



2 Basement Floor Plan
SCALE : 1/4"=1'-0"



KAMINSKI
ARCHITECTS LTD.
446 CENTRAL AVENUE
NORTHFIELD, ILLINOIS 60093
PHONE: 847.501.5338
bohdan@ArchitectsLTD.com

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF CONFORM TO ALL GOVERNING CODES AND ORDINANCES.

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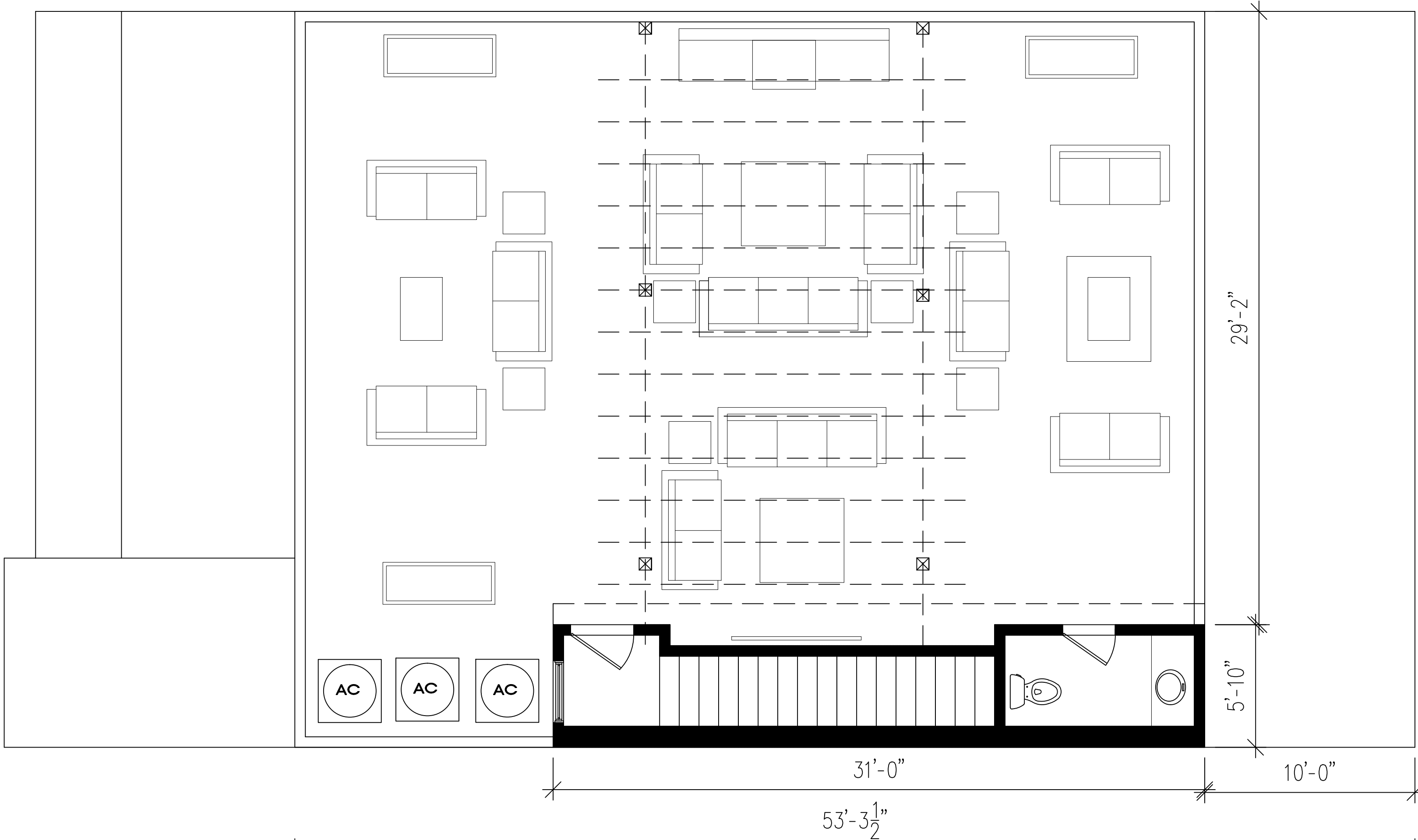
564 Green Bay Rd.
Winnetka IL, 60093

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DATE	DESCRIPTION
04.26.22	Revision 4

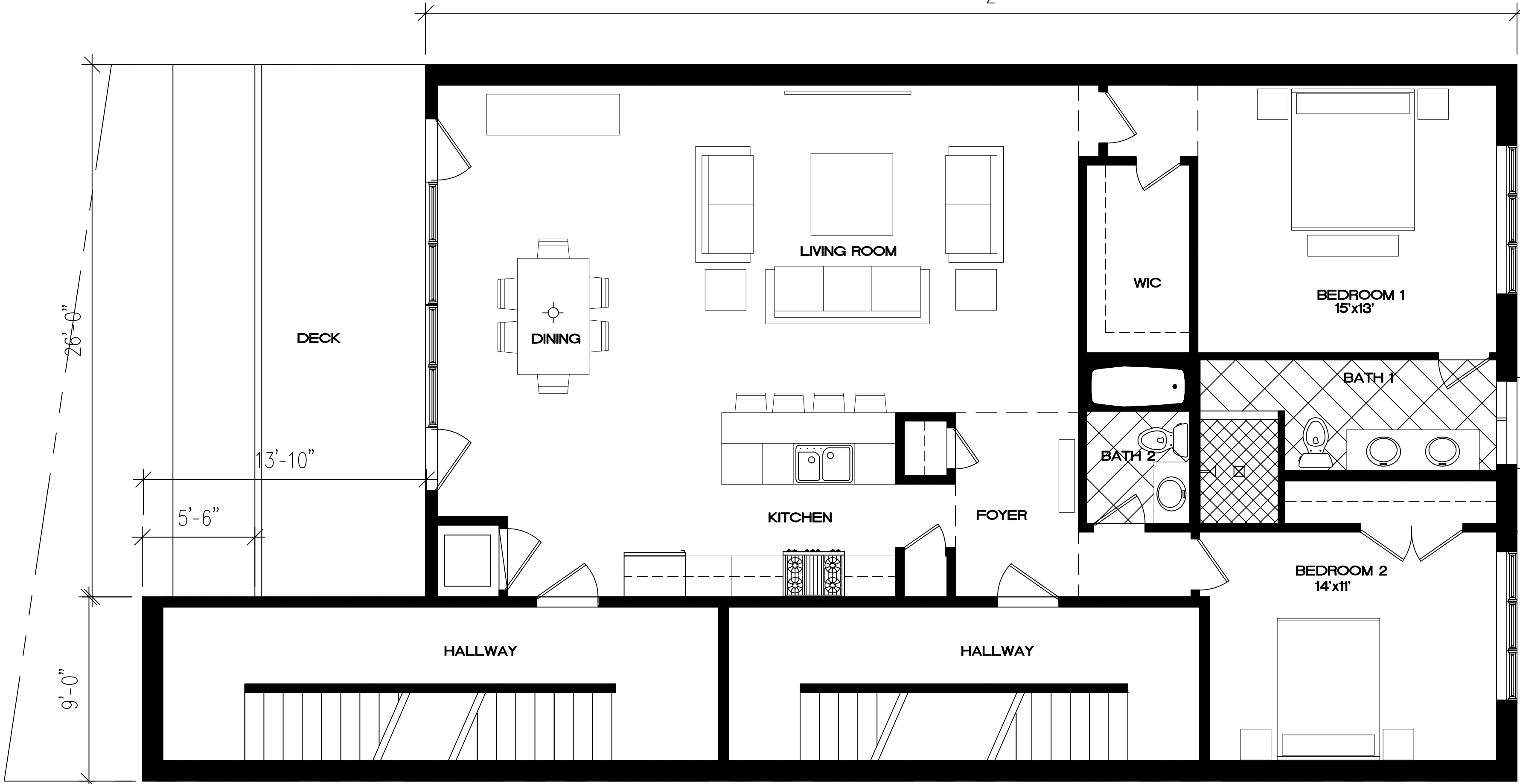
Design by: BK

TITLE	
Floor Plans	

JOB #	112021
SHEET #	A8.2



2 Roof Deck
SCALE : 1/4"=1'-0"



2 BEDROOM UNIT 1405 sqft

1 2nd and 3rd Floor Plan
SCALE : 1/4"=1'-0"

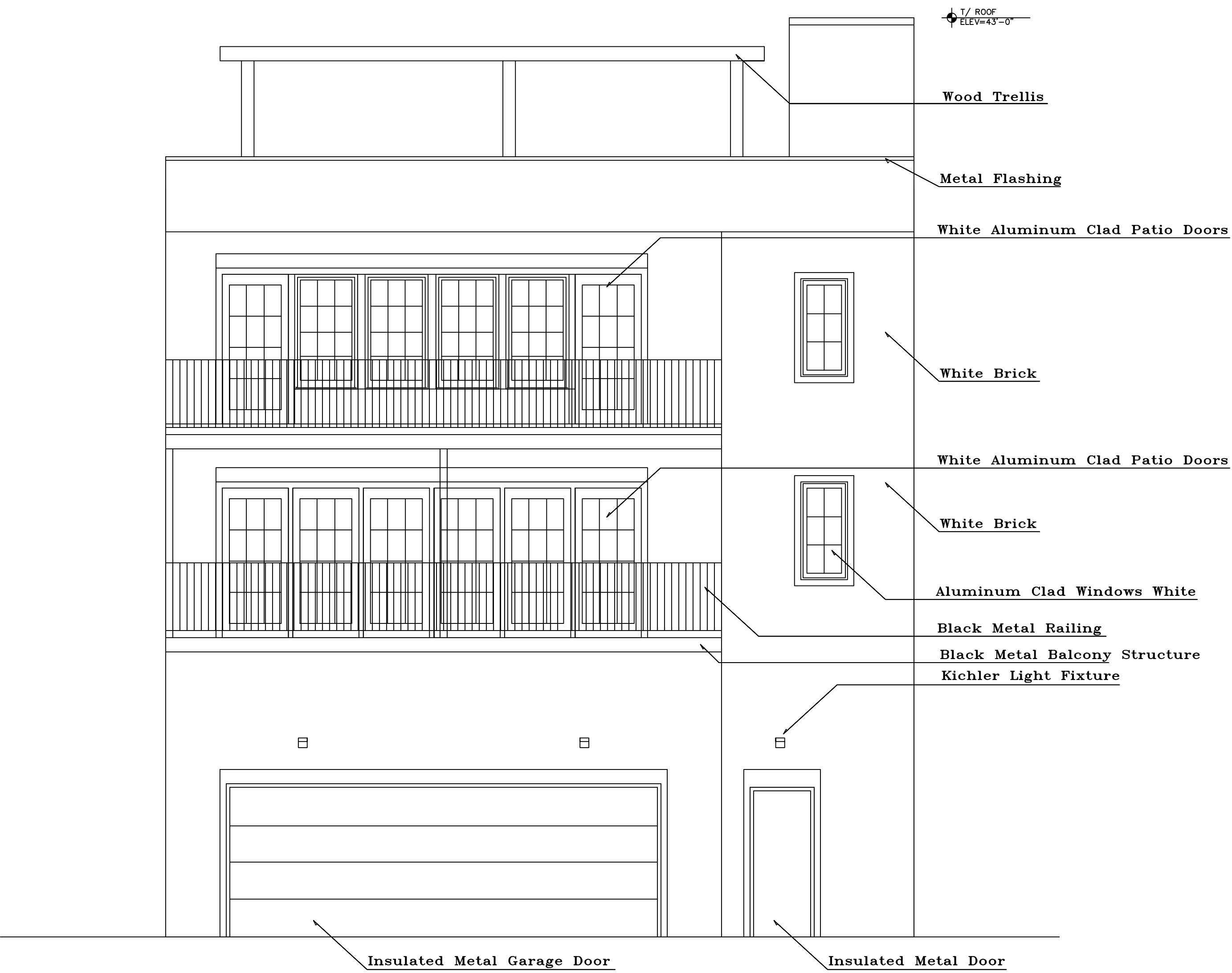
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Winnetka IL, 60093

REVISIONS	
DATE	DESCRIPTION
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Design by: BK	

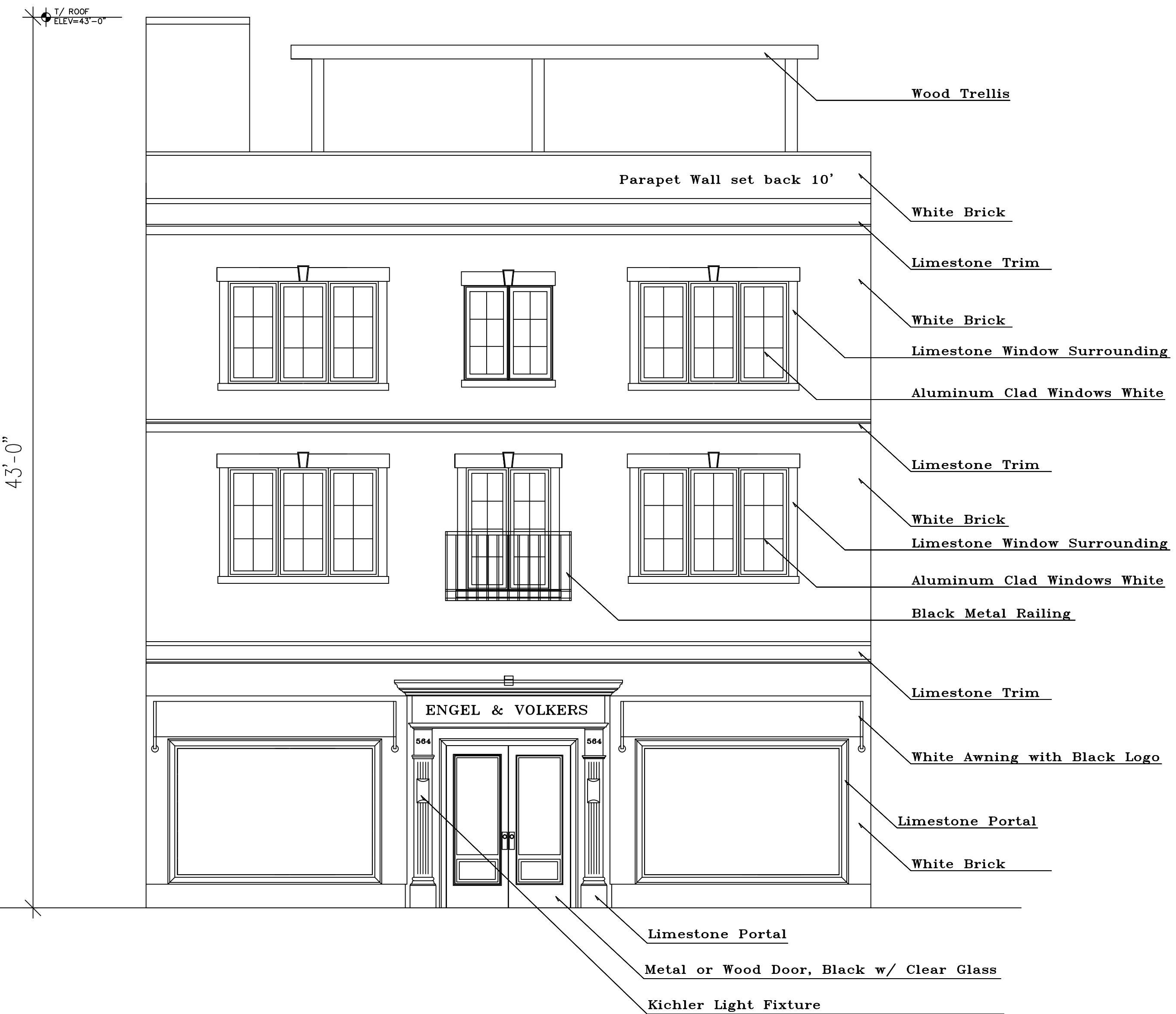
TITLE
Floor Plans
Elevation

JOB # 112021
SHEET #

A8.3



2 Rear Elevation
SCALE : 1/4"=1'-0"



1 Front Elevation
SCALE : 1/4"=1'-0"

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REVISIONS	
DATE	DESCRIPTION
04.26.22	Revision 4

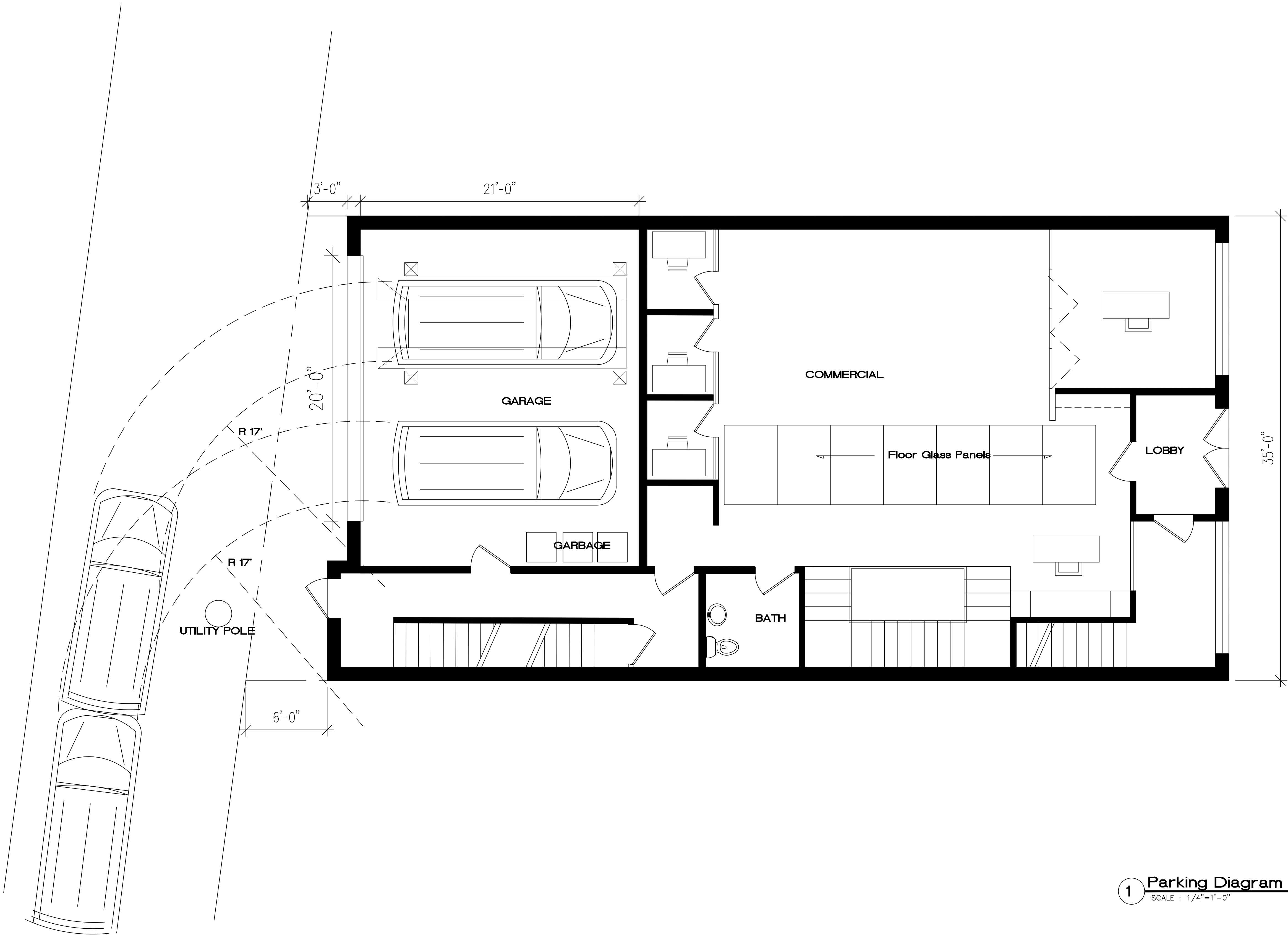
Design by: BK

TITLE
Exterior Elevations

JOB # 112021
SHEET #

A8.4





1 **Parking Diagram**
SCALE : 1/4"=1'-0"

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564 Green Bay Rd.
Winnetka IL, 60093

REVISIONS	
DATE	DESCRIPTION
04.26.22	Revision 4
Design by: BK	

TITLE
Parking Diagram

JOB # 112021
SHEET #

A8.6

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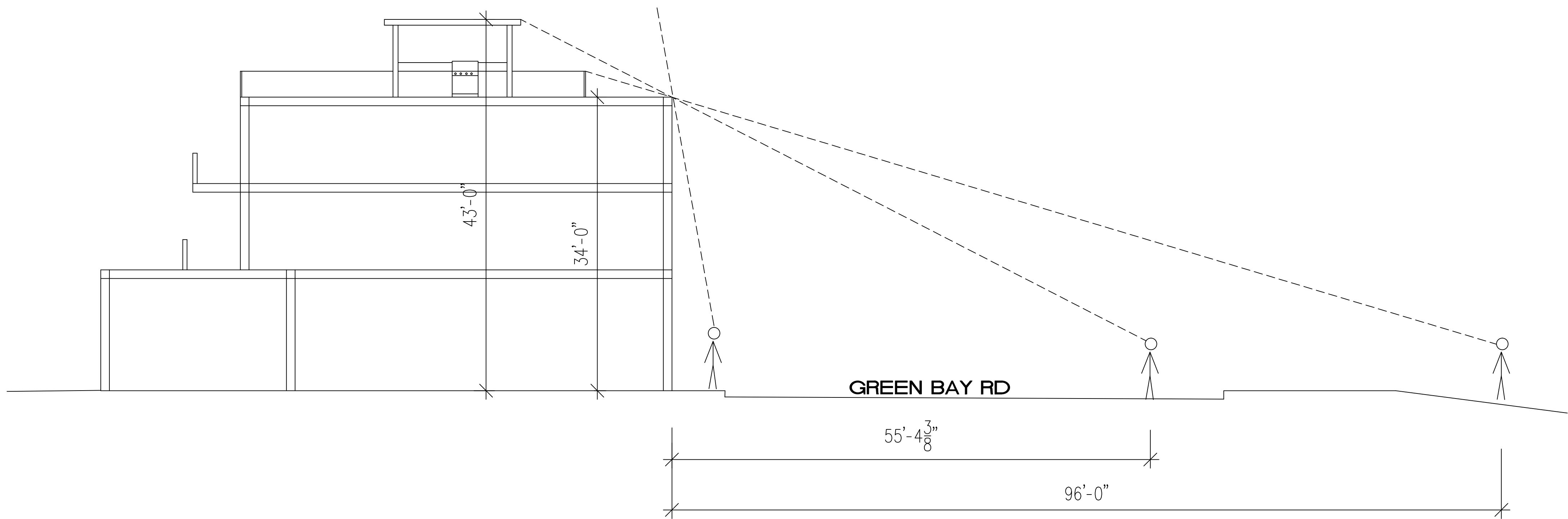
564 Green Bay Rd.
Winnetka IL, 60093

[illegible]**TITLE**

Line of Sight

SHEET #

A8.7



Line of Sight

SCALE : $1/8"=1'-0"$



Street View

KAMINSKI ARCHITECTS LTD. 400 N. LAKE STREET WINNETKA, IL 60093 LAURENCE, KERRY, JEFF, JAMES BY APPOINTMENT ONLY BY PHONE: 847.261.1111 BY FAX: 847.261.1112 BY E-MAIL: info@kaminski.com DESIGN, CONSTRUCTION, INTERIOR FINISHES, FURNITURE, LIGHTING, & LANDSCAPE ARCHITECTURE FOR RESIDENTIAL, COMMERCIAL, & INDUSTRIAL PROJECTS REGISTERED ARCHITECT ILLINOIS ARCHITECTS ASSOCIATION MEMBER SINCE 1988
564 Green Bay Rd Winnetka IL, 60093
Street View

Attachment B – Photographs of Area Properties



560 Green Bay Road (office building to south)



566-568 Green Bay Road (mixed-use building to north)



574 Green Bay Road (restaurant to north)



Subject Property with Neighboring Properties to North



Subject Property with Neighboring Properties to South



555-571 Chestnut Street (commercial building to west)

Introduction

For over thirty years, Winnetka has had a review board that examines proposed designs for commercial, multiple-family, mixed use and institutional (including both public and quasi-public) building projects. In recent years, this has been called the Design Review Board (DRB), whose seven members are appointed by the Village Council.

The Village of Winnetka seeks to maintain the high quality of its business districts' built environment, with development that is attractive and consistent with a pedestrian-oriented town center character. Whether a proposed project is for new development or an improvement to an existing building or landscape, it is important that each proposal enhances the contextual character of its surroundings and contributes positively to the goals of the community.

The Comprehensive Plan for the Village of Winnetka, *Winnetka 2020*, recognizes that the DRB, residents, developers and architects will all benefit from guidelines that encourage high-quality design that is sympathetic to its surroundings.

The following guidelines for site and building design are suggestive only and are not intended to supplement or supercede the Village's Codes or Ordinances nor do they represent a master plan for any immediate development project.

Village Character

East/West Elm Street District

The East/West Elm Street Business District known locally as "Winnetka" is the Village's main commercial district. The District conveys a strong image throughout the unified composition of the existing streetscape, landscape, land-use transitions and architecture. Visually and symbolically this district, bisected by Green Bay Road and the Union Pacific Train Line, is the heart of Winnetka's business and civic community.

The District's landscaping and harmonious land use transitions, anchored by Station Park at the intersection of Green Bay Road and Elm Street, help create a district edge and gateway. Neighborhood service and destination stores along with most of the Village's civic facilities are located here. One of the defining landmarks of this district is the open axis created by Chestnut Court west of Village Hall.



Figure 1



Figure 2

The pedestrian-oriented feel of the district is created in a variety of ways. First, 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 including furniture and landscaping. (See figures 1,2,3)

Parking is located in several public parking lots and on the street. Loading, servicing and additional parking generally occur in rear alley locations.



Figure 3

Hubbard Woods

The Hubbard Woods Business District is a linear business district built on both sides of a regional arterial roadway, Green Bay Road. It has a smaller building scale than the East/West Elm Street District, giving it a more intimate feel despite heavier traffic conditions. As with the Elm Street District, the Hubbard Woods District has a pedestrian-oriented, neighborhood retail character. The buildings exhibit architectural consistency, scale and storefront displays that encourage strolling and window shopping. A significant number of multiple-family residential units are located on the upper floors of the retail stores. (See figures 4,5,6)

In general, parking is provided on the streets, in alleys behind buildings and in small public lots including a two-level parking structure adjacent to the railroad tracks. Loading and servicing occur in rear alley locations.

Hubbard Woods Park and its Gazebo are actively used and provide a major Village gathering area.



Figure 4



Figure 5



Figure 6

- d. **Dutch Colonial.** Dutch Colonial shares some common elements with English Tudor most notably the roofline. Most colonial buildings range from 1 ½ to 2 stories and have a steeply pitch roof with a gable or dormer interrupting the roofline. Dutch Colonial buildings are usually constructed of brick with simple abstract detailing. (See figure 18)

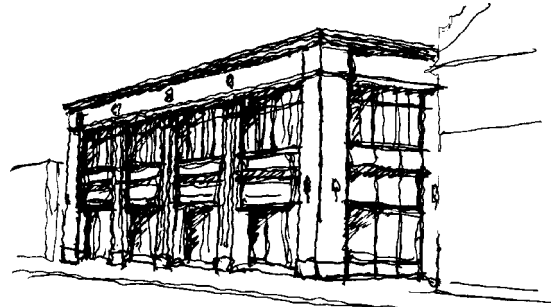


Figure 17 Art Deco

- e. **Contemporary.** Contemporary architectural styles include buildings that were built within the past forty years and vary greatly in design, materials and detailing. They range in height from 2-½ to 4 stories. Many have not reflected Winnetka's character in terms of scale or design. The more recent contemporary buildings incorporate historic elements into facade articulation. (See figure 19)



Figure 18 Dutch Colonial

V. Building Mass

Massing of a building should acknowledge the size of adjacent structures. Any changes in massing should relate to the primary and secondary building facades, the structural bay rhythms and the hierarchy of the use of the building. Massing of additions should respect the existing building volumes and contribute to the identity and hierarchy of the original building.



Figure 19 Contemporary

- a. **Setbacks:** Setbacks are defined as the relationship of the facade to the property line. Upper level setbacks on the primary and secondary street fronts are not allowed except as indicated below.

Commercial and Mixed Use: A continuous “streetwall” along primary commercial thoroughfares should be provided and building facades should be located to create this uniform setback. While commercial zoning standards provide for front setbacks of up to 3 feet, new developments should align with adjacent buildings along the property line. In the Indian Hill Business District, restricted sidewalk widths may warrant a setback of 1 to 3 feet, to be evaluated on a case by case basis. Setbacks should be provided where appropriate to enhance landscaped areas and/or widen restricted sidewalks to provide appropriate widths. The main facade should be orientated to the primary commercial thoroughfare.

Upper level setbacks, which create continuous open terraces, are not allowed on the primary facades. Small setbacks (such as 10'-0" maximum), no greater than one bay width (maximum 20'-0") with a continuous roof eave line, will be considered on upper floors only. The ratio of upper level setbacks must be considered with regard to the building's proportions and scale. No continuous upper level setbacks or corner setbacks will be considered.

Roof gables should be in the same plane as the primary building facade except for the 6"-12" projections allowed under Section VI.c, Articulation. Roof eaves should meet and project beyond the primary facade to create horizontal rhythm. (See figure 20) Buildings located on corner sites should hold the property line or "streetwall" at the intersections of both thoroughfares. Slightly rounded or angled building corners at intersections are acceptable to enhance the pedestrian flow and visibility.

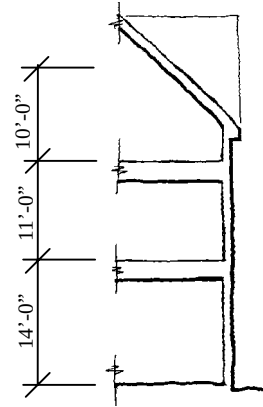


Figure 20

Institutional: Institutional buildings are located throughout the village in various zoning districts and are most often freestanding structures. They frequently function as a transitional element between zoning districts. If an institutional building is located within a commercial district, the mass of the building is encouraged to break from the "streetwall", creating open public space, establishing the hierarchy of the building within its context and creating both a focal point and a visual relief within the commercial district. Additions to existing institutional structures should respect the established setbacks of the original building and should be sensitive to the context of the surrounding zoning area, particularly residential neighborhoods.

Multiple-family Residential: Multiple-family residential buildings are generally located along Green Bay Road, creating a transition between a commercial thoroughfare and single-family residential zones. The B-1 and B-2 multiple-family residential zoning districts call for a 25'-0" front yard setback whereas multiple-family buildings within the C-1 and C-2 zones require a 1'-0" to 3'-0" setback. New multiple-family developments occurring at the edge of the C-1 and C-2 districts should have a front yard setback of 1'-0" to 6'-0" to create a transition between the commercial and residential districts. The primary facade should be located on the main thoroughfare for all zoning districts.

- b. Height:** Existing building heights in the commercial districts vary between single-story commercial buildings to 3-story mixed-use and institutional structures.

Commercial and Mixed Use: The existing building heights are consistent at 2-3 stories within the heart of the commercial district. Buildings of this height are appropriately located within dense pedestrian districts and along Green Bay Road whereas buildings of 1 and 2 stories function well as transitions to single-family residential areas. Single-story buildings are appropriately located along the automobile-oriented south end of Green Bay Road at Indian Hill. Based on existing building heights, new buildings or building additions should have transitional elements or bays such that the new building height will not vary more than $\frac{1}{2}$ story lower than the immediate adjacent buildings while complying with the requirements of the zoning ordinance. (See figure 21) The current zoning restricts all building heights to $2\frac{1}{2}$ stories within the B and C zoning districts.



Figure 21

Institutional: The height of institutional buildings will vary depending on the use and location of the structure. Institutional buildings located within the commercial zoning districts (C-1 and C-2) are typically more monumental in scale and massing, and the minimum height to the eave line or parapet should not be less than 30% of the length of the primary facade or 25 feet, whichever is greater. The maximum height must conform to the existing zoning requirements. The height of institutional buildings located in the multiple-family (B-1 and B-2) or single family (R-1 through R-5) zones should be sensitive to the surrounding buildings and must conform to the existing zoning requirements. Additions to existing facilities should respect the existing heights and not differ from the established eave line by more than $\frac{1}{2}$ story. Additions and alterations should be sensitive to the context of the surrounding zoning area.

Multiple-family Residential: Many of the older multiple-family residential buildings are built to the outdated zoning standard height of four stories, whereas the height of recent and new multiple-family developments is limited to 35 feet and $2\frac{1}{2}$ stories.

- c. **Roof Forms:** Roof forms contribute to the massing, scale and proportions of all buildings. Manipulation of the form can help distinguish between residential, commercial and institutional structures. Sloped roof systems, while containing the commercial $\frac{1}{2}$ story defined by the zoning ordinance, should have eave lines that extend to the perimeter of the building eliminating upper story setbacks at the primary elevation. The continuous length of any roof on a primary facade should be limited to

20'0", without a break in plane using dormers, gables or hip roofs. These should be designed in conjunction with the Vertical Rhythm, Section VIb.

Commercial and Mixed Use, Multiple-family Residential: The predominant roof form within the districts is a pitched shingle roof with cross gables, projecting eave line and brackets reflecting the structural bay rhythm of the building. Variations of the gable and roof pitch contribute to the general breakdown of the building mass and contribute to the steady streetwall rhythm. No roof pitch is to be greater than 60 degrees (21:12) or less than 35 degrees (8:12). (See figures 22 & 23)

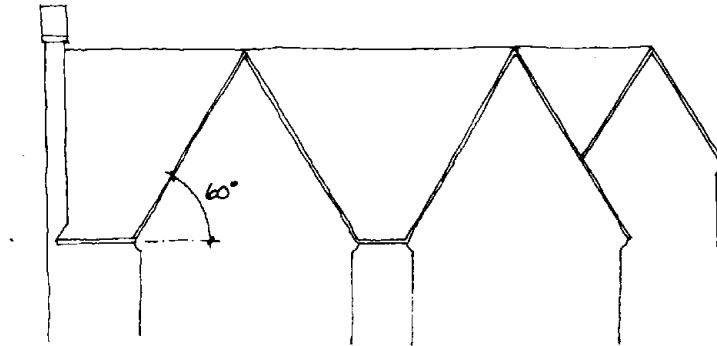


Figure 22

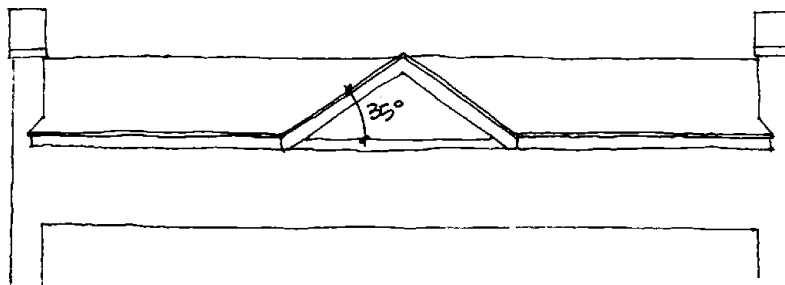


Figure 23

Institutional: The roofs of the institutional buildings should have shallower sloped roofs than the commercial structures and be composed of basic gable, hipped or flat roofs. The pitch of sloped roof systems should range between 25 degrees (6:12) and 45 degrees (12:12). Contextual sloped and gabled roofs are preferred. Flat roof systems must be concealed from view by a decorative parapet. The roof structures should not break up the mass of the structure, but emphasize overall volume through a uniform ridge, eave or parapet line. A cross or open gable can be introduced to provide hierarchy to the facade and identify the entry or wings. Additions to institutional structures should respect the existing roof form and slope, however, the height of the ridge, eave and parapet line can vary per the height restrictions outlined in Section V.b. (See figures 24 & 25)

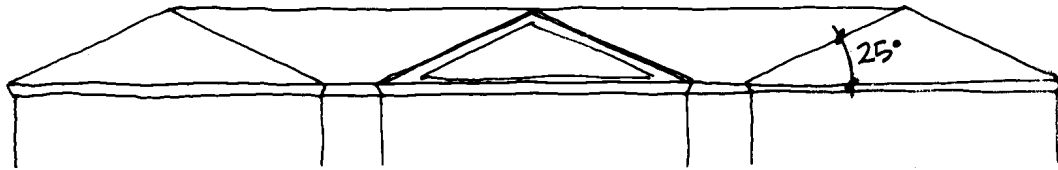


Figure 24

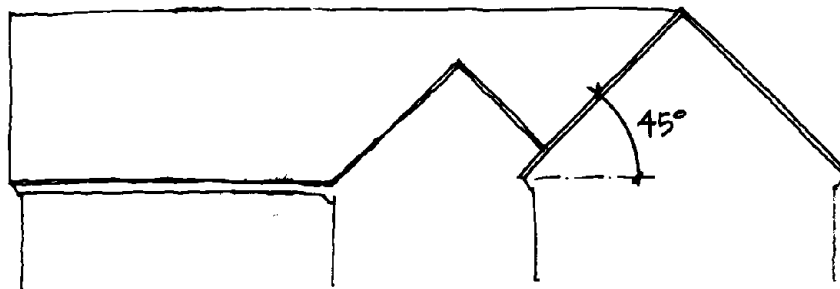


Figure 25

VI. Proportion/Scale

Winnetka's original 1920's comprehensive plan was designed before the prevalence of the automobile and therefore was pedestrian oriented. Although the automobile dominates life in the 21st century, it is the intent of the Village to retain a positive pedestrian experience within the Village commercial centers. The character of the Village requires that a pedestrian balance be retained and encouraged. Unless noted otherwise, any alteration to the commercial districts must be designed to fulfill this goal.

- a. **Horizontal Rhythm:** The breakdown of the building facade into horizontal bands provides human scale and proportion to the facade. The relationship of horizontal banding among buildings can unify the street elevation.

Commercial and Mixed Use: The commercial district must convey the hierarchy of the pedestrian experience through the development of horizontal rhythms. The height of the street level elevations (floor to floor) should be 20% greater than the upper floor to floor dimensions. A building base, middle and top should be strongly articulated through materials, details and changes in the plane of the wall. The retail storefront façade should be differentiated from the facade of the upper stories. (See figure 26) The street and storefront facade should be horizontal, contiguous and harmonious with the adjacent and facing structures. Storefront systems, awnings, and entrance doors should be selected to be harmonious and similar to the adjacent buildings' scale and proportion.



Figure 26

Institutional: Institutional structures such as civic buildings and churches convey hierarchy through larger massing, scale and proportion. The base of the building should be articulated separately from the upper floors to give the building weight and an appearance of solidity, reliability and endurance. The height of the first floor should be a minimum 20% greater than the height of the upper floors. To add to the formality of an institutional structure, an elevated first floor should be considered while complying with Federal and State ADA requirements (refer to Section VII.f). Additions to existing structures should respect the existing horizontal rhythms in order to maintain and enhance the original scale and proportion of the structure.

- b. Vertical Rhythms:** The breakdown of the building facades into vertical bays creates a sense of progression and scale to the streetwall as well as individual buildings. Vertical rhythms break down the length of a building while unifying the floors from grade to eave. Fenestration patterns will emphasize the vertical rhythms, see Section VI.d.

Commercial, Mixed Use, Multi Family Residential: Facades are to be articulated to express a vertical rhythm that is directly related to the structural columns and bays. Structural bays should not exceed 20 feet in width.

Structural elements and bays should be architecturally articulated on the facade to add interest, scale, proportion and detail. Structural bays should be recessed and/or projected approximately 6"– 12" to provide a variety of changes of plane, interest in light and shadow and to establish a hierarchy with the architectural elements. Some variation of facade materials from bay to bay is encouraged. No building facade that faces a street or pedestrian open space may have a blank uninterrupted length greater than 20 feet.

Institutional: The scale and proportion of institutional buildings should be appropriate to the function and use of the building. The scale of prominent civic buildings such as a village hall or central library would differ from a recreation

center. The facades of prominent civic buildings are to be articulated so as to distinguish them from their context. Emphasis of the vertical rhythms and structural bays should be minimized to provide a larger building mass to establish the hierarchy of the building. Vertical rhythms should reinforce the importance of the structure with 1 to 10 foot projections restricted to larger building masses that span 40-60 feet. The large-scale change in mass will establish hierarchy within the building facade. (See figure 27) Educational, recreational and public works facilities located near or adjacent to a residential district, should provide a contextual design sensitive to the neighborhood.

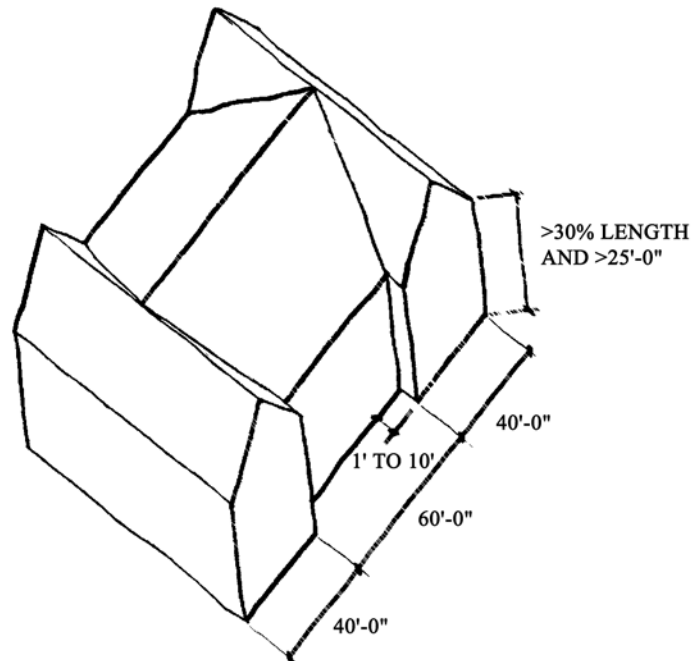


Figure 27

- c. **Facade Articulation:** Articulation is achieved through the combination of materials, introduction of detailing and changes in plane of the facade.

Commercial, Mixed Use and Multiple-Family Residential: Facade elements should be recessed and/or projected to provide a variety of changes of plane, interest in light and shadow and to establish a hierarchy with the architectural elements. Building facades are to be proportioned to respect human scale and the existing prevalent scale of the Village's architecture. No building facade that faces a street or pedestrian open space should have a blank uninterrupted length of wall greater than 20 feet. In addition, the proportion of the fenestration should comply with Section VI.d.

Commercial and Mixed Use: Ground floor /storefronts that face public streets, adjacent development or pedestrian open space should be subdivided using fenestration along no less than 60% of the facade.

Institutional: Civic and religious institutional buildings tend to be larger and the facade articulation should be restrained so that the massing is emphasized. Vertical rhythm should be created by the articulation of stacked windows and doors.

- d. Fenestration:** The pattern of wall penetrations is created by window and door openings.

Primary facades are defined as facades facing a street or pedestrian open space.

Secondary facades are defined as facades facing pedestrian parking areas or alleys.

Windows should be recessed back from the overall plane of the building facade at the window head and sill to create additional articulation and shadow.

Strip windows are not allowed.

Commercial and Mixed Use: In order to provide a desired proportion of fenestration the following guidelines should be met:

Primary facade: At least 60% of the first floor facade is to be windows/storefront or entrances. (See figure 28) At least 25% but no more than 40% of the upper floors are to be windows or doors. (See figures 29 & 30) Note: Percentage is based on the total facade square footage, which is calculated from the top of the first or ground floor to the top of second floor.



Figure 28



Figure 29



Figure 30

Secondary facades: At least 25% of the first floor facade is to be windows/storefront or entries. At least 25% of the upper floors are to be windows or doors. Note: Percentage is based on the total facade square footage, which is calculated from the top of the second floor to the underside of roof eave.

Institutional: Since most institutional buildings are freestanding and larger in scale, the fenestration pattern does not vary much between the primary and secondary facades. To provide a desired proportion of fenestration and to promote an appearance of solidity:

Ground floor façade: Windows or doors should interrupt 25% but not more the 50% of the wall area. Uninterrupted wall area should not extend for more than 20 feet without the introduction of blind niches or windows. Note: Percentage is based on the total facade square footage, which is calculated from the top of the first or ground floor to the top of second floor. (See figure 31)



Figure 31

Upper floor facades: At least 20% but not more the 50% of the upper floor's wall area should be interrupted by windows. Uninterrupted wall area should not extend for more than 20 feet. Note: Percentage is based on the total facade square footage, which is calculated from the top of second floor to the underside of roof eave. (See figure 31)

Multiple-family Residential: In order to provide a desired proportion of fenestration the following guidelines should be met:

Ground and upper floor facades: At least 35% but no more the 60% of the façade should be windows or doors.

- e. **Hierarchy:** The prioritization of certain building masses, components or elements over others.

Commercial and Mixed Use: The hierarchy of public over private spaces should be conveyed by the facade. Public or retail spaces should be open and inviting through the introduction of storefronts with doors integral to the system. Private or office/residential spaces should have a separate entrance articulated independently from the storefront. (See figure 32)

Institutional: The primary facade should have a distinct public main entrance.

Multiple-family Residential: Multiple-family residences should have a distinct and articulated common entrance on the main facade(s). Town homes should have individually articulated entrances.



Figure 32

VII. Articulation

- a. Entries:** Proportion, scale, location and details should be used to differentiate public entrances from private or semi-private entrances at all uses.

1. Hierarchy

Commercial, Mixed Use and Institutional: The identity of the public entrance should be evident from the public way and differentiated from the semi-public and private entrances. Public entries should have a large-scale approach and be open and inviting whereas semi-public and private entries are integral to the adjacent building facade and more opaque.

Multiple-family Residential: Proportion, scale, location and details should be used to differentiate common entrances from private entrances.

2. Location

Commercial and Mixed Use: Public entrances should be located along the main thoroughfares and at corners. Private or semi-private entrances should be located either to the side of a single bay building or centrally for a multiple bay building.

Institutional: Public entrances, both main and secondary, should be located in a central location on the main facade or along major access routes or vistas. Services entrances should be remotely located from the open public space and not visible from the main public approach.

Multiple-Family Residential: Common entries will be oriented toward the main street or thoroughfare. Garage entrances should be oriented toward a secondary street, alley or away from the pedestrian way.

2. Screening

For at-grade equipment screening, see Sections IX.a (p.26), X.c.9 (p. 33), and XI.d.5 (p.57).

Mechanical equipment located at grade should be screened from view with a fence or wall that is constructed of the same materials as the adjacent building. Rooftop equipment that cannot be located out of view should be screened by walls constructed of materials sympathetic to those of the primary facade.

VIII. Materials

Building materials throughout the districts consist primarily of masonry and stucco. The existing buildings currently have a good palette of colors, textures and material mixes from which new materials should be selected. The masonry palette consists of wirecut, smooth and textured modular brick and rough-face and dressed limestone veneer. Rough-faced limestone should be limited to accent or base pieces only. The brick color palette should be restricted to those present in the district but can vary in color from reds to yellows and have varying levels of iron spotting. Pink or orange brick is not allowed.

English Tudor buildings obtain some of their character from the mix of materials used in the upper floors. Creative use of material combinations is encouraged to break up the massing. The number of facade colors should be minimized to maintain unified districts – white and cream stucco with reds and browns, emphasizing earth tones and eliminating saturated colors.

Commercial and Mixed Use: Acceptable materials include modular brick, rough-faced or dressed limestone and exterior grade stucco with wood trim. Wood, aluminum or vinyl siding, metals, rough/random lannon stone, concrete block (split face or smooth) and glassblock are not acceptable materials. EIFS may be allowed if the location is limited to the second floor facades or higher and the finish and articulation are acceptable. The finish of the EIFS must resemble exterior grade stucco of the historic English Tudor buildings in the Village.

Institutional: Institutional buildings are encouraged to have monochromatic material selection such as modular brick, or rough-faced or dressed stone. Wood, aluminum or vinyl siding, metals, rough/random lannon stone, concrete block (split-face or smooth) and glassblock are not acceptable materials. EIFS may be allowed if the location is limited to the second floor facades or higher on secondary facades only and the finish and articulation are acceptable. The finish of the EIFS must resemble exterior grade stucco of the historic English Tudor buildings in the Village.

Multiple-Family Residential: Acceptable material for multiple-family structures includes modular brick, limited areas of dressed limestone, and exterior grade stucco with wood trim. Wood siding is allowed on secondary facades on upper floors only. Aluminum or vinyl siding, metals, rough/ random lannon stone, concrete block (split face or smooth) and glassblock are not acceptable materials. EIFS may be allowed if the location is limited to the second floor facades or higher and the finish and articulation are acceptable. The finish of

the EIFS must resemble exterior grade stucco of the historic English Tudor buildings in the Village.

Acceptable Materials:

a. Primary Facade

Commercial, Mixed Use, Multiple-Family and Institutional

Modular face brick (See figure 43)
Limestone (Limited to partial first floor only. Limestone is to be integrated with brick for multiple-family residential) (See figure 44)
Cast stone, which clearly simulates stone, is limited to accent pieces such as belt courses, sills and shoes. (Split face or rusticated are not permitted.)
Exterior grade stucco with wood trim (See figure 45)
Wood siding (Multi family Residential only)



Figure 43

b. Secondary Facade

Commercial, Mixed Use, Multiple-Family and Institutional

Modular face brick (See figure 43)
Modular common brick
Dressed limestone (Limited to first floor only) (See figure 44)
Cast stone, which clearly simulates stone, is limited to accent pieces such as belt courses, sills and shoes. (Split face or rusticated are not permitted.)
Exterior grade Stucco with wood trim (See figure 45)
EIFS (upper floors only, troweled texture to resemble stucco) (See figure 46)



Figure 44

c. Roof materials

Commercial, Mixed Use, Multiple-Family and Institutional.

Clay Tiles (See figure 47)
Cement Tiles and Shingles
Ceramic Tiles that simulate natural materials.



Figure 45

Architectural Series of Asphalt Shingles
(3 ply) (See figure 49)
Wood Shingles (Fire treated)
Slate (See figure 48)
Real Copper (No other metal roofs are
allowed)



Figure 46

Institutional only

Flat roofs must be hidden by parapet
on primary / secondary facades.

Commercial and Multiple- Family

Flat roof must not be visible from
street, pedestrian, or open spaces.

d. Door and Window Materials:

Commercial, Mixed Use, Institutional,
Multiple- Family Residential: Entry
doors should be wood or aluminum
stile and rail with varying degrees of
glass. Public entry doors should be
fully glazed whereas private and semi-
private entries should be primarily
solid panel doors. Storefront window
units should be either paneled
aluminum or brass. Many original
storefronts, some with transom
windows, remain in the districts.
Efforts should be taken to
repair and renovate these systems
where feasible. Window frames should
be wood, steel or aluminum. Vinyl
windows are not acceptable. Muntin
divisions should be real divided glass
or simulated with spacer bars. Snap-in
muntins are not acceptable. Color
selection should be sympathetic with
the overall building color palette and
take into account the adjacent building
materials within the structure,
immediately adjacent structures,
structures within the same block and
structures across the street.

Entry door hardware is to be exterior grade with weather-resistant finish. Hardware
design and finish is to be appropriate with facade articulation, color palette and
district character. Glazing should be clear glass without tint or film.



Figure 47



Figure 48



Figure 49

ATTACHMENT C1

My Name is Alfred Stepan and I own the property at 574 Green Bay Road.

I am here to Object to the contemplated approval of the special uses being contemplated for my neighbor at 564 GBR

As the subject property is not in the C1A overlay district I am **not here to object to its use**; but it to the relief that's customary considered for Property under a PUD (which is conservatively 4x times the size of this property's foot print or 10,000 sqft). PUD's often grant relief for Public Benefit....not sure what the benefit of the relief is here? To squeeze as much as possible in its current envelope?

As some of you are aware that I developed Fred's Garage under these same restrictions set forth by the Village which this property resides under and as such I am familiar the design restrictions.

In order to negate the Village's need for Parking to be Required on-site; its my understanding that the First Floor must be smaller than 2,500 sqft (this does not include common areas, hallways, storage etc). As such; Fred's was designed in accordance with these parameters.

In my opinion; the subject property is circumventing this requirement by the creation of a full floor basement which is to be used for Agent Officing. This is not the intent of the code. In essence the Applicant is attempting to create 5,000 sqft of Office Use as shown by the applicant's plan. The request for off-site parking is being abused here to accommodate 5,000 sqft use where it should only serve the first floor.

But I understand the rules and know how they can be interpreted and circumvented.

In regards to the Residential Portion of the building: I am under the impression that the applicant is requesting (1) off-site parking space as they can not accommodate (3) required spaces without any relief

If this property is being considered for a Transit Orientated Project – Is this the fist of new standard for the Village? Is a reduction automatically being granted because a Project can't accommodate its use on-site?

Is the Village making a statement to allow Parking Lifts to satisfy Residential Requirements? Will this precedence be acceptable for any revisions to One Winnetka, the Post Office or perhaps the library?

In regards to the Alley Way.....I am formally contesting the relief as being proposed by the Applicant. The Alley is already congested. Fred's, Cisneros, Dry Cleaners, Bunny and Babe and the Green Bay Road Café all utilize this commercial alley for loading. This is a recipe for disaster. As a user of the alley; I can predict that we will be called to clear the alley because of the vehicles can not circulate out of reduced alley.

To provide set-back relief could be causing a life-safety issue. Are the Villages largest fire trucks able to maneuver this alley? If there is a fire at Fred's or any of the adjacent properties; are they going to be able to be served by the alley?

If you recall this direct area was so tight that the Village asked me as the Property Owner of 574 GBR to provide an easement for switch gear for the village lights.....now you want to shrink the alley more?

Did KLOA test for Garbage, Delivery and Firefighting service? Where do you think they're going to deposit the snow from the alley? It's already treacherous during the winter.

What benefit is being served by the public by reducing our alley to allow parking for one building.

Some other questions are:

- The plan show's the top of the Trellis on the 4th floor to be 47 feet.....is this in accordance with the Villages standards? Didn't it used to be 35feet and tiered? Including the placement of HVAC equipment?
- ---- Isn't this an additional height variance being requested?
- Why is this property not landmarked?

From: [Al Stepan](#)
To: [Liz Dechant](#); [Planning](#)
Subject: Re: 564 GBR Hearing
Date: Thursday, May 19, 2022 1:18:32 PM

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

to reiterate; my objection pertains to traffic servicing the alley for Freds and our neighbors and having realtors parking in the loading zones.

On Thu, May 19, 2022 at 12:46 PM Al Stepan <al.stepan@svn.com> wrote:

Please note as owner the adjacent property; 574 GBR, that I object to its scale and lack of on-site parking.

I will be attending the meeting on Monday Night 5/23 @ 6pm to voice my concerns.

Al Stepan
574 Green Bay Road

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Alfred C. Stepan | Managing Director
SVN | Chicago Commercial
940 W. Adams Street, Ste 200, Chicago, IL 60607
Mobile: 312.342.7005 | Office: 312.676.1879
www.svn.com | [Bio](#) | [Listings](#)

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Alfred C. Stepan | Managing Director
SVN | Chicago Commercial
940 W. Adams Street, Ste 200, Chicago, IL 60607
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ATTACHMENT 3

WINNETKA PLAN COMMISSION EXCERPT OF SPECIAL MEETING MINUTES MAY 23, 2022

Members Present:

Bridget Orsic, Chairperson
Matthew Bradley
Mamie Case
Layla Danley
Chris Foley
John Golan
Liz Kunkle

Non-Voting Members Present:

Kim Mancini

Members Absent:

Jonathan Alt

Village Staff:

David Schoon, Director of Community Development
Brian Norkus, Assistant Director of Community
Development
Ann Klaassen, Senior Planner

Case No. 22-03-SU: 564 Green Bay Road – New Mixed-Use Building: An application submitted by 564 Green Bay, LLC as the owner of the property located at 564 Green Bay Road, seeking approval of a special use permit to allow off-street parking at street level along the alley for a new three-story mixed-use building with a roof top deck at 564 Green Bay Road.

Ms. Klaassen described the proposed three story commercial and residential building. She stated the DRB considered a Certificate of Appropriateness for the request and although in support of the general design, the applicant was asked to come back with additional details with the case continued to the June DRB meeting. Ms. Klaassen identified the property's location and zoning classification in the C-2 General Retail District and described surrounding uses with the proposed use being consistent with the Comprehensive Plan land use map. She then referred to the property's photos noting the LPC approved the demolition permit for the existing building at their April 4, 2022, meeting. She also identified the proposed site plan, access points and setbacks which require a zoning variation and special use request to be considered by the ZBA at their next meeting. Ms. Klaassen described the commercial space with Engel & Völkers to occupy the first floor and basement space. She also stated two parking spaces are proposed at the rear of the building, which would be accessed from the alley. Ms. Klaassen explained that the Commission is to consider the special use for the parking spaces located on the ground level. Ms. Klaassen then stated a car lift is proposed to provide parking for one additional vehicle for a total of three parking spaces.

Ms. Klaassen then described the 2-bedroom, 1,400 square foot residential units and parking requirement noting the Zoning Ordinance did not recognize the lift as a parking space. She noted that off-street parking is only required for the residential units and not the commercial space which measured less than 2,500 square feet as measured to determine the parking requirement. Ms. Klaassen stated a roof top deck and pergola are included for the residents' use. She stated the applicant addressed the standards and that KLOA provided a parking study which found the existing on and off-street parking would be adequate to accommodate the needs of the projected parking demand for the residential units and commercial use.

1 Ms. Klaassen noted Jim Bernahl agreed with KLOA's findings and that it should be reinforced that full-
2 time employees and advisors be required to secure Zone A Business Employee Parking Permits, she also
3 noted that the parking permits are limited per individual user. She then stated the Commission is to
4 consider whether the special use is consistent with the Comprehensive Plan and the six standards for
5 granting the special use permit. Ms. Klaassen stated a draft recommendation is included on page nos. 10
6 and 11 and following Commission discussion and public comment, a Commission Member may wish to
7 make a motion to approve or deny the request. She noted one email was received and included with the
8 agenda report as well as an additional letter received today which has also been provided to the
9 Commission. She then asked if there were any questions.

10
11 Chairperson Orsic referred to the letter relating to the basement and first floor space being counted
12 toward the 2,500 square foot minimum. Ms. Klaassen referred to Sheet A-8.5 representing the first floor
13 commercial and basement area confirming both areas, in total, are less than 2,500 square feet. She also
14 stated there are several Zone A parking lots which she identified. Member Case questioned how The
15 French Institute provided parking during their occupancy. Ms. Klaassen responded they had no off-street
16 parking and used loading zones for drop-off and pickup. Member Danley referred to 556 and 558 Green
17 Bay Road and asked if those buildings contained residential units. Ms. Klaassen responded there may be
18 at least one residential unit there with parking in the rear. Mr. Foley questioned whether the Commission
19 is to consider the residential parking location which is the issue. Mr. Schoon explained the reasoning
20 behind the special use permit requirement for parking on the ground level.

21
22 Ms. Danley stated if parking was located underground, there would be no need for a special use. Ms.
23 Klaassen confirmed that is correct and noted that zoning relief is also needed due to the setback. A
24 Commission Member questioned whether the existing building is nonconforming and granted zoning
25 relief and asked how much larger the new building would be. Ms. Klaassen responded an analysis was not
26 done to compare the existing and proposed buildings although the general location of the new building
27 would be similar to the existing although it would differentiate slightly at the rear from the west property
28 line and referred to the plat of survey on page 31 of the agenda packet, which represented the existing
29 building being closer to the rear property line than the proposed building. She then stated the setback
30 would be larger in certain locations and identified the new building's location from the lot line on the
31 north and south ends. No additional questions were raised at this time.

32
33 Chairperson Orsic then asked for the applicant's presentation and swore in those speaking to this matter.
34 Cal Bernstein introduced himself as the attorney representing the applicant and stated the main issue
35 related to allow parking at grade or require it to go underground. Mr. Bernstein stated they initially
36 investigated whether parking underground would work which resulted in the proposal for parking at
37 grade. He then discussed the alternative of having parking in the front which would have a significant
38 effect on Green Bay Road. Mr. Bernstein also discussed as of right alternatives for the property for entirely
39 commercial use. He then stated they agreed with the Village Engineer's comments in terms of access. Mr.
40 Bernstein then stated Paul Lazarre would speak to the real estate office tenant.

41
42 Paul Lazarre, member of 564 Green Bay LLC and licensed broker with Engel & Völkers, described the plan
43 to create residential and commercial space near the train which they hope would not require much
44 residential parking. He described their brand as a luxury real estate company with a limited number of
45 customers and that as a result of Covid, there would be a limited amount of in-person customers. Mr.
46 Bernstein then went through their response to the standards which he stated complied with the goals of
47 the Comprehensive Plan. He asked if there were any questions.
48

1 Mr. Bernstein stated trash would be located inside the garage for the residential and commercial users.
2 Mr. Bernstein also stated the encroachment would be less than the existing condition. He added the units
3 would be market driven, one year lease rentals. Ms. Mancini asked how the lift would work in terms of
4 length of time to operate and congestion which Mr. Lazarre described for the Commission. Mr. Bernstein
5 confirmed no real estate brokers or commercial space visitors would park in the rear of the building. Ms.
6 Danley asked if a lift was ever used in the Village before to meet a parking requirement. It was confirmed
7 it has not. Mr. Bernstein stated the area is considered transit-oriented development where the parking
8 issues, in terms of the number of spaces, would be addressed at the ZBA meeting.

9
10 Chairperson Orsic then asked if there were any comments front the audience. Al Stepan, a real estate
11 broker speaking on behalf of 574 Green Bay Road, stated he purchased Fred's Garage years ago and
12 described the current proposal as a terrible idea. He referred to the amount of congestion and impact on
13 the alley from trucks and real estate agents. He also stated the plan did not comply with the
14 Comprehensive Plan and would not provide a public benefit. In response to a question, Mr. Schoon
15 confirmed storage, mechanical, and common space areas in the building did not count toward the
16 requirement for parking. Mr. Stepan further described the alley use and added there would be life safety
17 issues in terms of fire truck access. He then referred to the easement for a lighting controller they granted
18 to the Village and referred to the existing property's age and the proposed height.

19
20 An office tenant at 560 Green Bay Road, asked if construction, noise, and traffic issues were considered.
21 He stated his wellness business would be affected by the amount of construction. He also stated with
22 regard to parking, there has always been a lot of traffic in the area, and he described the congestion which
23 would be created as a result of the lift and referred to the amount of existing traffic in the alley. No
24 additional comments were made at this time.

25
26 Chairperson Orsic then called the matter in for discussion. Mr. Golan commented the proposal was a win-
27 win situation in terms of beautification and residential needs until the two audience members spoke. He
28 stated a variation would need to be granted to require only two parking spaces for the residential units,
29 and he suggested the lift be eliminated. Mr. Golan also stated with regard to parking for real estate uses,
30 parking is not actively enforced by the Village and stated he would then be in favor of the request if a
31 couple of changes are made. Mr. Foley referred to the public comments made and stated the real issue
32 for the Commission to consider related to parking located at the ground level. He also referred to the
33 parking study conclusions which he agreed with. Ms. Case agreed with the comments made with these
34 issues such as 1.5 parking space requirement per residential unit, which is being discussed with the
35 preparation of the Comprehensive Plan. She agreed the lift would be a problematic feature of this location
36 and is in favor of recommending approval without the lift and the parking being for residential use only.
37 Ms. Danley agreed with the narrow scope of the Commission's purview and the issues relating to ground
38 floor parking. She then stated she is in favor of recommending approval. Mr. Bradley confirmed he would
39 not vote at this time since the request will be coming before the ZBA. Ms. Kunkle agreed with the
40 comments made and stated she understood the concerns raised which would not be sufficient enough to
41 be considered problematic. Chairperson Orsic also agreed with the comments made and asked if a strict
42 limit of two parking spaces could be done at the ZBA level. She also stated the Village has rules in terms
43 of construction noise, traffic, etc. and the commenter can contact the Community Development
44 Department if there are issues. Chairperson Orsic then asked for a motion.

45
46 Ms. Danley moved to recommend approval of the requested special use to allow off-street parking at
47 street level along the alley for the proposed three-story mixed-use building with a roof top deck on the
48 subject property based on findings of fact on page nos. 10-11 and that the request is consistent with the

1 special use standards. Ms. Case seconded the motion. A vote was taken and the motion unanimously
2 passed, 6 to 0:

3 AYES: Case, Danley, Golan, Foley, Kunkle, Orsic

4 NAYS: None

5 NON-VOTING: Bradley, Mancini

6 ***
7

DRAFT



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: JUNE 8, 2022
SUBJECT: 564 GREEN BAY ROAD - NEW MIXED-USE BUILDING - SPECIAL USE PERMIT (CASE NO. 22-03-SU)

INTRODUCTION

On June 13, 2022, the Zoning Board of Appeals (ZBA) is scheduled to hold a public hearing on an application submitted by 564 Green Bay Road, LLC (the "Applicant"), as the owner of the property located at 564 Green Bay Road (the "Subject Property"). The Applicant is proposing construction of a new three-story mixed-use building with a roof top deck on the Subject Property and requests approval of the following relief:

1. Approval of a **Special Use Permit** to allow off-street parking at street-level along the alley on the Subject Property; and
2. Approval of the following **zoning variations**:
 - a. Rear Yard Setback of 3 feet from the west property line, whereas a minimum of 10 feet is required, a variation of 7 feet (70%) [Section 17.46.030 Lot area and density]; and
 - b. Off-street parking spaces for two vehicles, whereas a minimum of three parking spaces are required for the residential units, a variation of one parking space (33.33%) [Section 17.46.110 Off-street parking].

A sign has been posted on the Subject Property indicating the time and date of the ZBA public hearing. A mailed notice has been 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 May 26, 2022. As of the date of this memo, staff has received two written comments from the public regarding this application. The comments are provided in Attachment F of this report.

As will be discussed later in this report, the Applicant has also submitted an application for a Certificate of Appropriateness for the proposed development. The Design Review Board (DRB) considered the request on May 19, 2022 and continued the application until the next DRB meeting in June. Additionally, the Applicant has submitted a demolition permit that was approved without delay by the Landmark Preservation Commission on April 4, 2022. Lastly, the Plan Commission considered the special use permit at a special meeting on May 23, 2022 and voted unanimously to recommend approval of the special use permit to allow off-street parking at street-level along the alley.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant (i) a Special Use Permit; and (ii) any variation for a new principal building.

PROPERTY DESCRIPTION

The Subject Property, which consists of approximately 0.05 acres (2,512 square feet), is located on the west side of Green Bay Road, between Elm and Spruce Streets. Because the lot area is less than 10,000 square feet, redevelopment of the Subject Property does not require approval of a planned development, nor may the Applicant request planned development approval. The Subject Property contains an existing two-story commercial building that previously housed the *French Institute of the North Shore*. Figures 1 through 4 below and on the following page identify the Subject Property. The Subject Property is located one-half block north of the Metra Winnetka train stop as well as along a Pace bus route that runs along Green Bay Road and near a Pace bus route that runs along Elm Street.



Figure 1 – Aerial Map



Figure 2 – Subject Property – Existing Front Building Elevation



Figure 3 – Subject Property – Existing Rear Building Elevation



Figure 4 – Subject Property with Neighboring Properties

The Land Use Map of the 2020 Comprehensive Plan designates the Subject Property as appropriate for “Mixed Use” development. The Subject Property is located in a commercial area with offices, restaurants and other commercial uses in the immediate vicinity. The Land Use Plan Map designates the properties to the north, south, and west as appropriate for “Mixed Use” and the property to the east, across Green Bay Road and along the Union Pacific Railroad, as appropriate for “Park / Open Space” (see Figure 5).

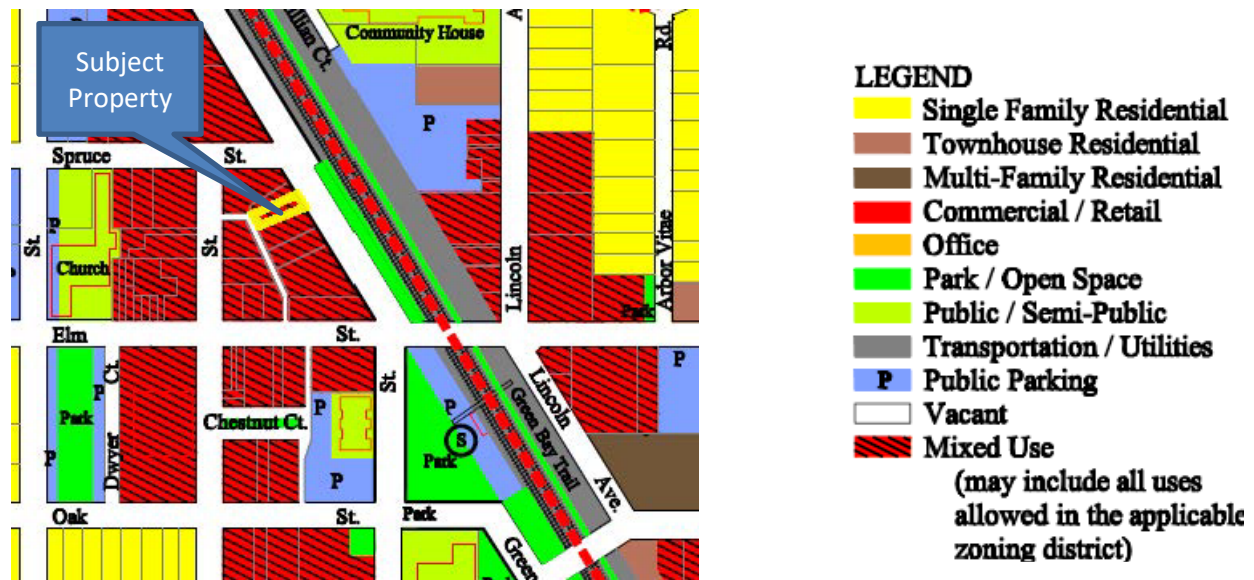


Figure 5 – Comprehensive Plan Land Use Map

The Subject Property is zoned C-2 General Retail Commercial, and it is bordered by C-2 General Retail Commercial to the north, south, and west. The properties to the west are also located within the C-2 Commercial Overlay District (see Figure 6).

The proposed use of the Subject Property as mixed-use is consistent with the Comprehensive Plan Land Use Map and the property’s commercial zoning classification. Along Green Bay Road to the north there is a mixed-use building and a restaurant. To the south of the Subject Property is an office building and a mixed-use building. The Subject Property is served by a public alley along the west property line. To the west of the alley is a commercial building (see Attachment E for photographs). The C-2 District allows buildings with dwelling units above the ground floor in a commercial building. The proposed building on the Subject Property would contain commercial space on the basement and ground floor levels and a total of two residential units on the second and third floor levels.

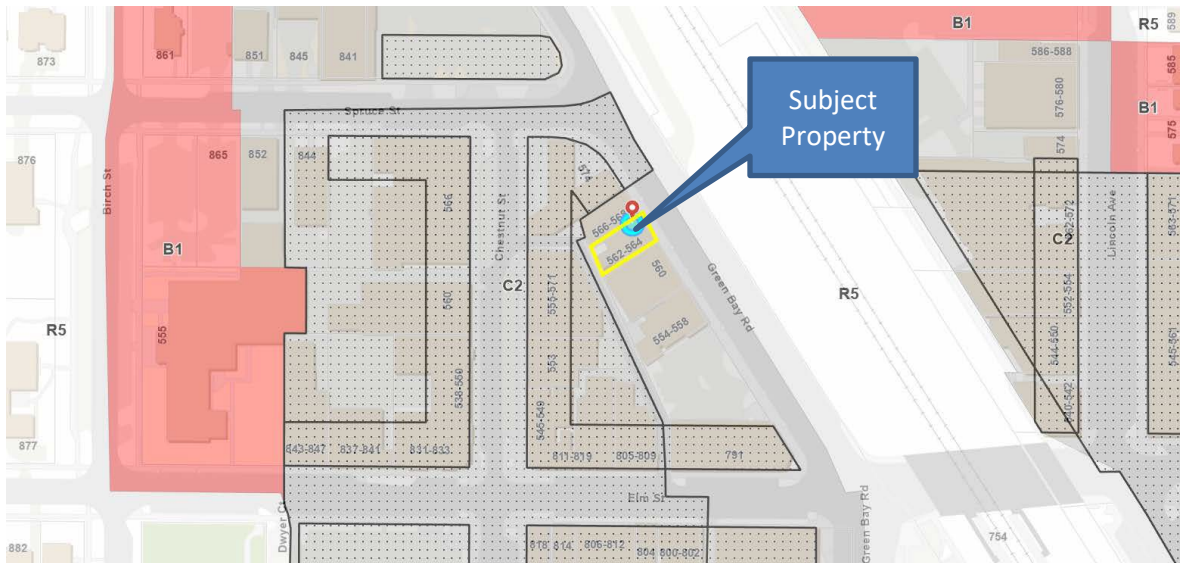


Figure 6 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The original building on the Subject Property was constructed in 1927. Subsequent building permits were issued in:

1. 1956 to remodel the two-story commercial store front;
2. 2000 to apply a new façade to the commercial building; and
3. 2007 to construct an addition to the commercial building.

Other minor permits have been issued over the last several years. The Applicant acquired the property in December 2021. There is one previous zoning case on file for the Subject Property:

1. In 1927, ZBA Case No. 318 was approved for a rear yard setback variation to allow construction of the existing building.

PROPOSED PLAN

The proposed development of the Subject Property consists of a three-story building with one commercial unit consisting of the ground floor and the basement level. The commercial space would be occupied by Engel & Völkers. Currently, Engel & Völkers is occupying second floor office space in the Laundry Mall at 566 Chestnut Street. If the proposed development is approved, Engel & Völkers would relocate to the Subject Property.

Two single-level two-bedroom residential units measuring approximately 1,405 square feet are also proposed; one on the second floor and one on the third floor. A roof top deck is proposed to provide outdoor space for the tenants. A wood trellis, covering approximately one-third of the roof top deck is also proposed. The air conditioning compressors would be located on the roof behind the stairwell, towards the rear of the building, concealed from street view. The plans identify the refuse and recycling containers located within the garage.

The proposed building would have enclosed parking at the rear of the building, accessed from the alley. The garage would be located on the ground floor level, behind the commercial space, and would accommodate two vehicles. The plan also includes installation of a parking lift above one of the ground floor parking spaces, to provide parking for one additional vehicle.

Excerpts of the proposed site plan, floor plans, and building elevations of the proposed development are provided below and on the following pages as Figures 7 through 13. The complete set of plans are provided in the application materials (Attachment B).

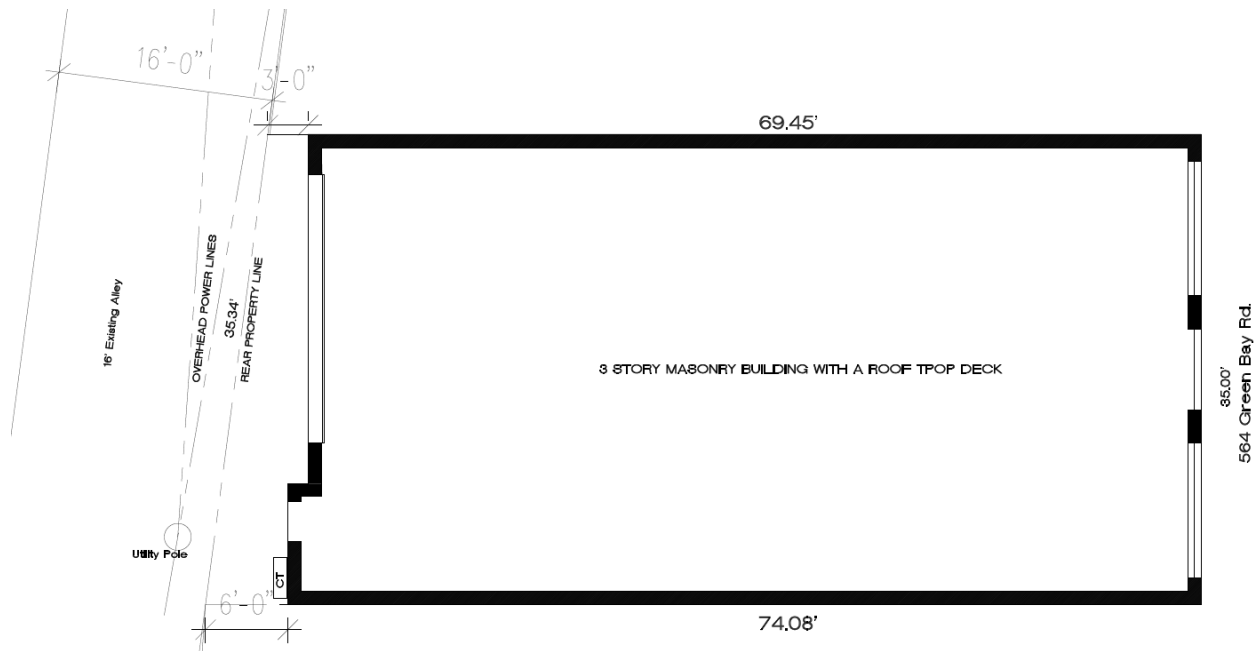


Figure 7 – Site Plan

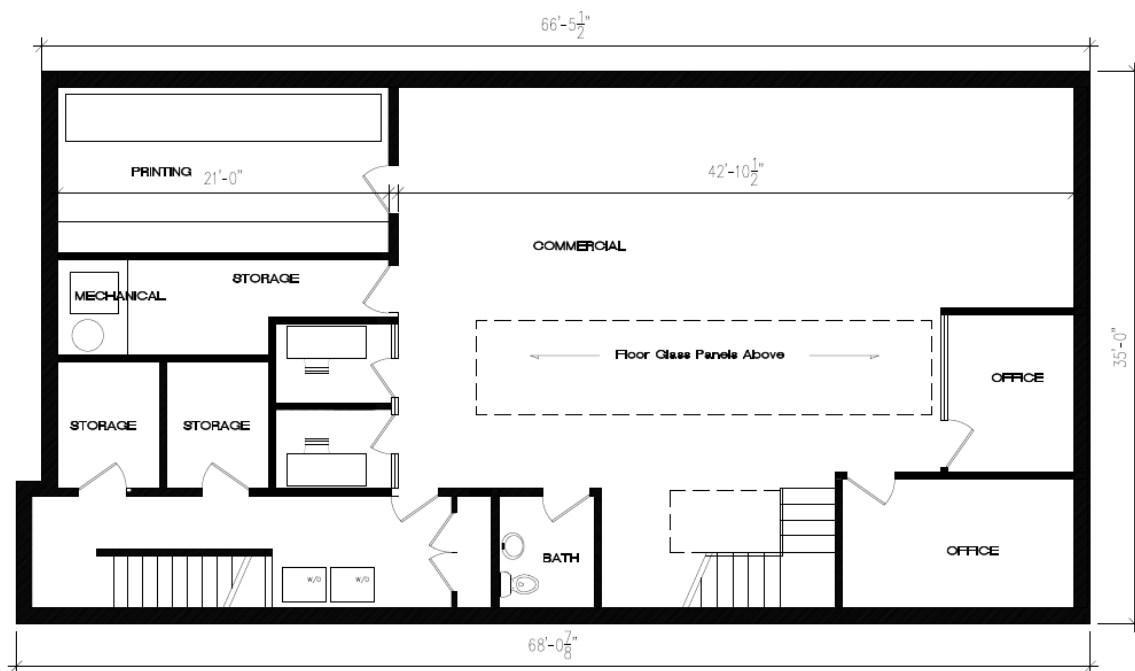


Figure 8 – Basement Floor Plan

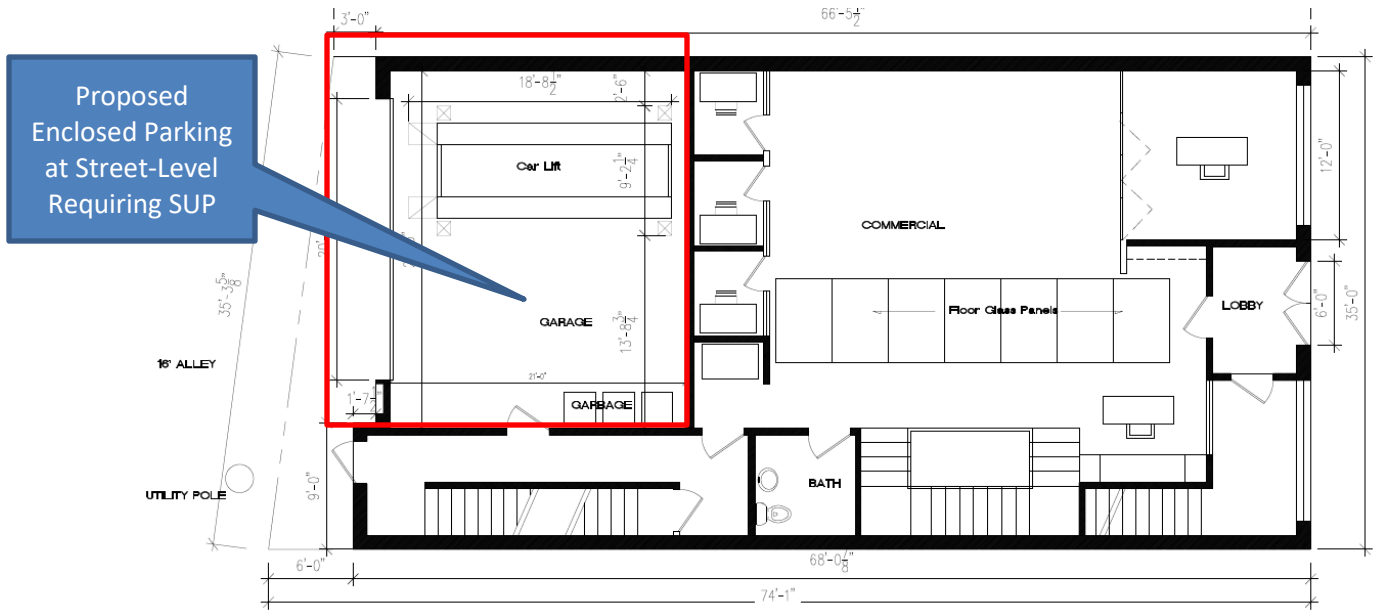


Figure 9 – First Floor Plan

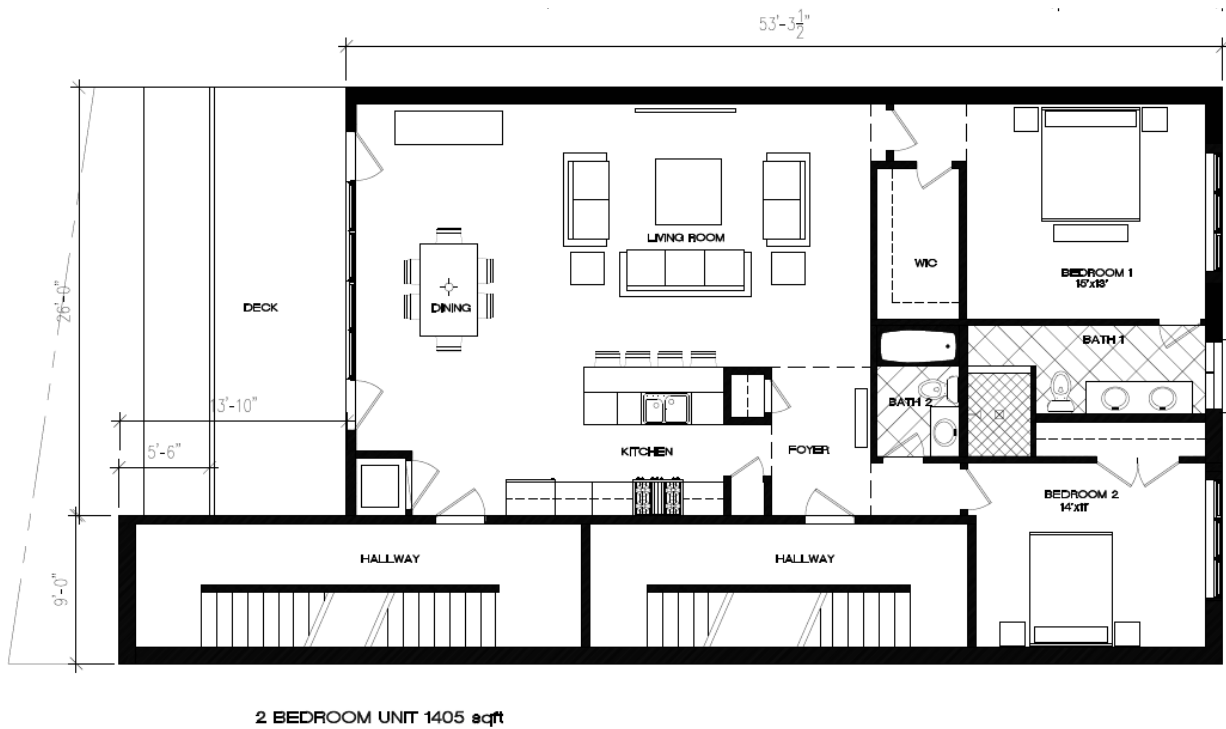


Figure 10 – Second and Third Floor Plan

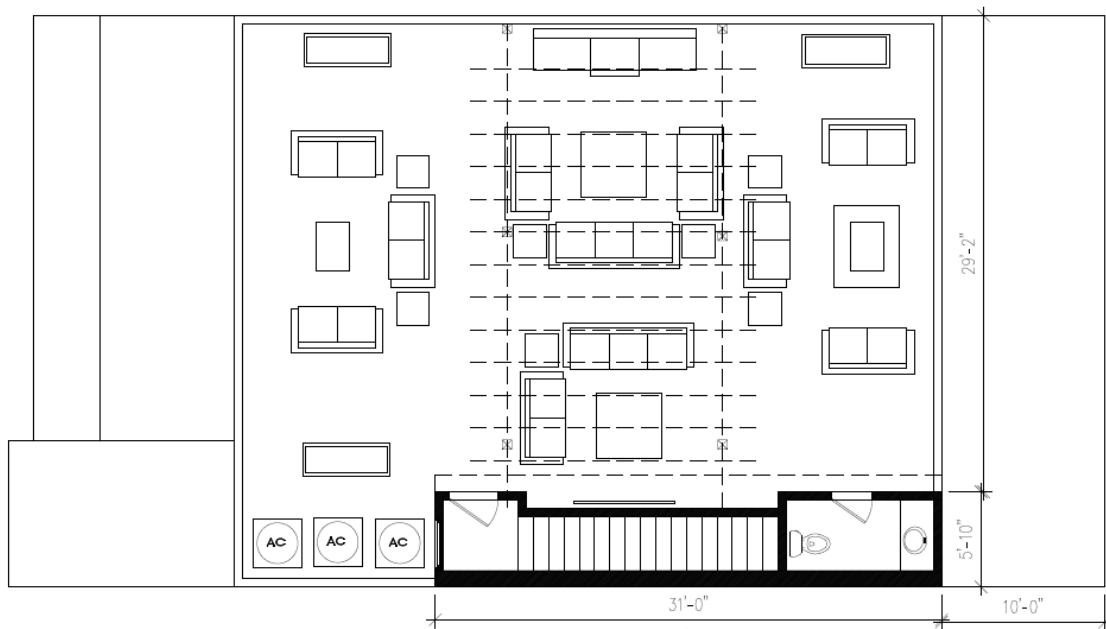


Figure 11 – Roof Top Deck

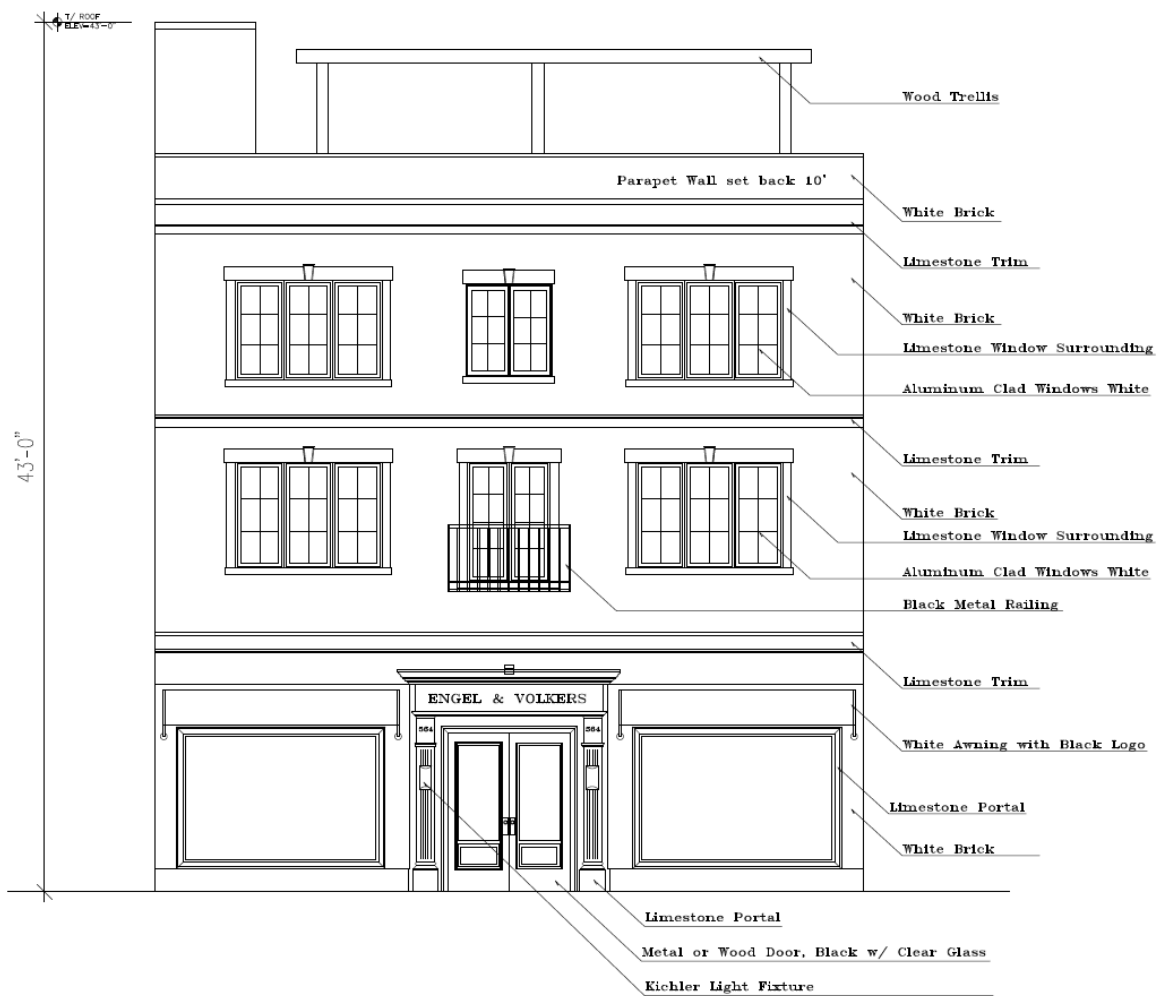


Figure 12 – Front Building Elevation – Green Bay Road



Figure 13 – Rear Building Elevation – Public Alley

Given the entire Subject Property is currently covered with an impermeable surface, no stormwater detention is required. Figure 14 below represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year flood area.

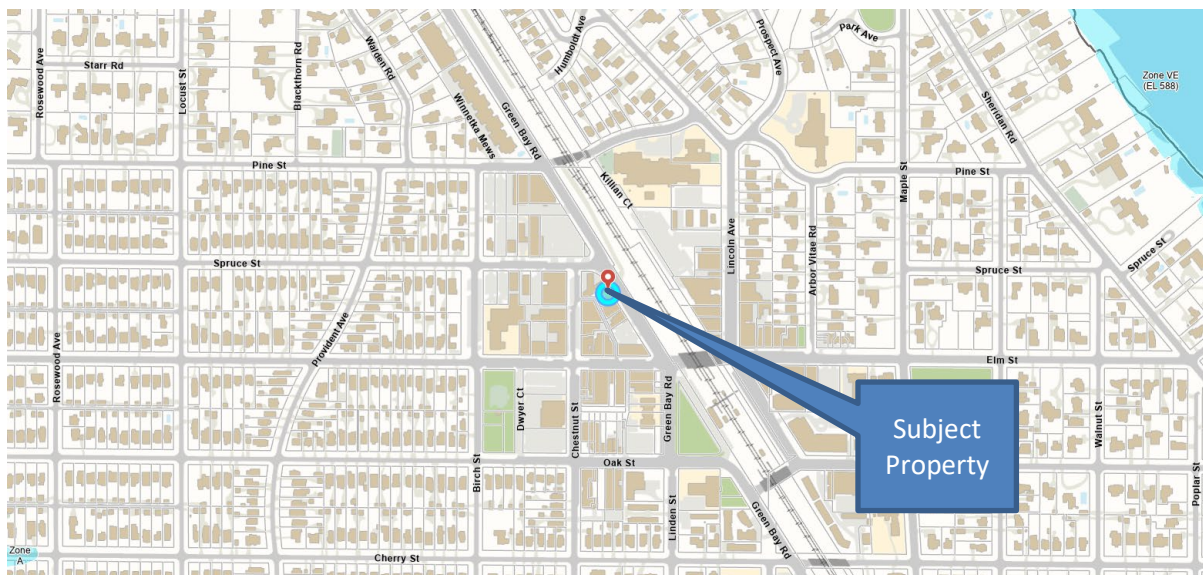


Figure 14 - GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached zoning matrix highlights the proposed development's compliance with the C-2 zoning district (Attachment A). In addition to the special use permit being requested, two zoning variations are being requested to allow the development on the Subject Property, the variations are: (1) rear yard setback; and (2) off-street parking. Please note, the gross floor area and lot coverage limitations that apply to properties located in the residential zoning districts do not apply to properties located in the commercial zoning districts. Rather, the density regulations that apply to commercial properties are limited to setbacks and building height limitations.

Rear Yard Setback (alley). A rear yard setback of 10 feet is required from the west property line along the public alley. The proposed building would provide a setback of 3 feet, which requires a variation of 7 feet (70%). Due to the angle of the rear lot line, the proposed rear yard setback increases to 6 feet at the southwest corner of the building.

Off-Street Parking. The proposed residential units on the second and third floor would both have two bedrooms. The Zoning Ordinance requires a minimum of 1½ parking spaces per two-bedroom unit. Therefore, the proposed development requires three off-street parking spaces for the residential units. The proposed garage would provide two at-grade parking spaces and a parking lift over one of these spaces to accommodate a third vehicle. The Zoning Ordinance does not contemplate the use of a lift to meet the off-street parking space requirement; therefore, a variation of one parking space (33.33%) is required. Regarding the proposed commercial space, off-street parking is only required for new commercial space when the total gross floor area is 2,500 square feet or more. The gross floor area calculation for required parking excludes floor area for such items as storage, mechanical equipment rooms, rest rooms, common area elements, and hallways. Off-street parking is not required for the commercial space since the total area of the commercial space at both the ground floor and basement levels is less than 2,500 square feet of gross floor area.

Special Use – Location of Off-Street Parking: In order to encourage below-grade parking, which is allowed by right, the Zoning Ordinance requires off-street parking located at street-level to receive approval of a special use permit. As previously noted, the proposed parking would be provided on the ground floor level at the rear of the building accessed from the public alley.

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

As previously noted, the Design Review Board (DRB) considered a Certificate of Appropriateness for the proposed development on May 19, 2022. The DRB found the general design in keeping with the Design Guidelines; however, the DRB found the application was missing details regarding the windows, railings, grout, etc. that could have significant impact on the design of a white brick building. Therefore, the request was continued to the June DRB meeting to provide the Applicant time to respond.

The Plan Commission considered the special use permit on May 23, 2022. After hearing from the Applicant and two members of the public, the Commission discussed the request and the parking lift the Applicant is proposing to accommodate a third vehicle. Given the location of the proposed building in relation to the existing alley, Commissioners suggested that the parking lift be eliminated from the plans to avoid any additional congestion in the public alley that may be caused during the use of the parking lift. Ultimately, the Commission voted unanimously to recommend approval of the special use permit request as presented.

BOARD CONSIDERATION

The Subject Property is located in the C-2 General Retail Commercial District; however, it is important to note that the Subject Property is not located within the Commercial Overlay District. Therefore, the proposed real estate office of Engel & Völkers on the Subject Property, is permitted by right and does not require approval of a special use permit.

The request before the Board is the special use to allow off-street parking at street-level, as well as the zoning variations. The Board is charged with evaluating Special Uses for consistency with the six standards for granting special use permits. In addition to responding to the standards used for the evaluation of special uses, the Applicant has provided a parking study prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), dated April 29, 2022, (Attachment C). KLOA made the following conclusions in its study:

1. The proposed site will provide three parking spaces on site on the west side of the building dedicated to the tenants of the apartment units, which will meet the Village of Winnetka zoning ordinance requirements and the projected peak parking demand.
2. On a typical day, Engel & Völkers will have an hourly parking demand of seven spaces for the employees and advisors. Given the proposed hours of operation and timed parking restrictions for on and off-street parking locations in the area, advisors/employees should obtain Zone A Business Employee Parking Permits. The existing Zone A business employee parking locations in the area will be adequate in accommodating the parking demand for advisors/employees on a typical day.
3. On a typical day, Engel & Völkers will have a peak hourly parking demand of one client and the existing on and off-street parking locations will be adequate in accommodating the parking demand for clients.
4. On an all-staff meeting day, which occurs once a month, Engel & Völkers will have a peak parking demand of 10 advisors/employees which will occur at 9am and 10am. The existing on and off-street parking locations will be adequate in accommodating the parking demand for these meetings. After 10am, the hourly parking demand will reflect that of a typical day.

Director of Engineering/Village Engineer, James Bernahl, evaluated the parking study by KLOA and had the following comments and suggestions; his complete memo is included in this report as Attachment D:

1. Mr. Bernahl concurs with the findings that permitting this special use will not result in impairment of parking within the West Elm Street Business District.
2. It should be noted that the KLOA conclusions inaccurately state the proposed parking spaces will meet the Village Zoning Ordinance requirements, as the Zoning Ordinance does not recognize the one proposed lift parking space as complying with the off-street parking requirement.
3. It should also be reinforced that the full-time employees and advisors will be limited to the Zone A Business Employee Parking Permit locations.
4. Additionally, the Zone A Business Employee Parking Permits are limited to one vehicle (single user), so each employee and all advisors will be required to secure their own permit.

FINDINGS

In the attached application materials submitted by the Applicant, the Applicant has provided a statement of justification regarding how the requested Special Use Permit and variations meet the standards for granting the requested Special Use Permit and zoning variations. Does the ZBA find that the requested

Special Use Permit and variations meet the standards for granting such special use and 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 requested special use to allow off-street parking at street-level along the alley and the following zoning variations: (1) rear yard setback; and (2) off-street parking to allow a construction of a three-story mixed-use building with a roof top deck on the Subject Property, based on evidence in the record, or a public document, and upon the following findings of fact:

1. The proposed three-story mixed-use building with enclosed off-street parking at street-level is consistent with the Standards for the granting of Special Use Permits, as follows:
 - a. That the establishment, maintenance and operation of the special use will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare;
 - b. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
 - c. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
 - d. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion in the public ways;
 - e. That adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the special use exist or are to be provided; and
 - f. That the special use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes.
2. The requested zoning variations to allow:
 - a. Rear Yard Setback of 3 feet from the west property line, whereas a minimum of 10 feet is required, a variation of 7 feet (70%) [Section 17.46.030 Lot area and density]; and
 - b. Off-street parking spaces for two vehicles, whereas a minimum of three parking spaces are required for the residential units, a variation of one parking space (33.33%) [Section 17.46.110 Off-street parking].

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 **have been met [have not been met]**:

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.

[The special use for the off-street parking at street-level along the alley and the requested variations for the proposed three-story mixed-use building with a roof top deck should only be approved subject to the following conditions...]

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Application Materials

Attachment C: Parking Study prepared by KLOA (submitted by Applicant)

Attachment D: Village Engineer Bernahl May 9, 2022, Memo

Attachment E: Photographs of Area Properties

Attachment F: Public Correspondence

ATTACHMENT A

ZONING MATRIX

ADDRESS: 564 Green Bay Road

CASE NO: 22-03-SU

ZONING: C-2

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (1)
Min. Lot Size	N/A	2,512 SF	N/A	N/A	OK
Min. Average Lot Width	N/A	33.91 FT	N/A	N/A	OK
Min. Lot Depth	N/A	69.45 FT	N/A	N/A	OK
Min./Max. Front Yard (Green Bay/East)	0 FT/3 FT	0 FT	0 FT	0 FT	OK
Min. Side Yard (2)	0 FT	0 FT	0 FT	0 FT	OK
Min. Rear Yard (Public Alley/West)	10 FT	1.9 FT	3 FT	1.1 FT	7 FEET (70%) VARIATION
Off-Street Parking	3 Spaces (3)	0	2	2	1 SPACE (33.33%) VARIATION
Max. Building Height	45 FT/4-Stories	25.41 FT/2-Stories	43 FT/3-Stories	17.59 FT/1-Story	OK

NOTES:

- (1) Variation amount is the difference between proposed and requirement.
- (2) A side yard is not required, but where a side yard is provided, it must be a minimum of 3 feet.
- (3) A minimum of 1.5 parking spaces per two-bedroom unit is required. The proposed development requires 3 off-street parking spaces for the residential units. Parking is not required for the proposed commercial space.

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION

Case No. 22-03-SUProperty InformationSite Address: 564 Green Bay RdApplicant InformationName: 564 Green Bay LLCPrimary Contact: Bohdan KaminskiAddress: 446 Central Ave. s 100City, State, ZIP: Northfield IL 60093Phone No. 847 807 8002Email: bohdan@kArchitectsLtd.comArchitect InformationName: Kaminski Architects LtdPrimary Contact: Bohdan KaminskiAddress: 446 Central Ave. s 100City, State, ZIP: Northfield IL 60093Phone No. 847 807 8002Email: bohdan@kArchitectsLtd.comOwner InformationName: 564 Green Bay LLCPrimary Contact: Paul E LazarreAddress: 2401 N Clark St.City, State, ZIP: Chicago IL 60614Phone No. 847 274 6898Email: paul.lazarre@evrealestate.comAttorney InformationName: Howard & HowardPrimary Contact: Leo G. AubelAddress: 200 S Michigan Ave s 1100City, State, Zip: Chicago IL 60604Phone No. 312 456 3663Email: lga@h2law.comApplicant Signature: Date: 12/30/2021Property Owner Signature: Date: 12/30/2021Printed Name of Owner: 564 Green Bay LLC

Our proposed plans for 564 Green Bay Road include a beautiful retail shop on the ground floor, and a 1,405 square foot luxury apartment on the second and third floors. The building's architecture is designed to comply with Winnetka's village-wide character and to encourage local live, work and play. A communal roof deck will offer additional outdoor space for the residents. While proposed to have three parking spaces, the building is located across the street from the train station, which aligns with our goal of promoting public or alternative transportation methods.

Engel & Völkers is thrilled to be making Winnetka our permanent home in the North Shore! To be in the retail space on the ground and basement levels, our proposed shop and real estate office will be home to two full-time staff and approximately 50 real estate advisors, representing most communities in the North Shore. Our proposed floorplan has retail display cases that encourage the public to view selected homes and yachts for sale in the North Shore, around the United States and the world. The retail space has been designed to host events that engage the with community, including book signings, coffee tasting, Halloween costume parade and cookie decorating, and cardiovascular life support training.

Proposed Exterior Rendering:



Engel & Völkers Overview:

Founded in 1977 in Europe, Engel & Völkers is one of the world's leading service companies specializing in the sale and rental of premium residential property, commercial real estate, yachts, and aircrafts. With more than 800 shops worldwide, Engel & Völkers offers a professionally tailored range of services. The company is currently operating in over 30 countries on five continents.

Other Engel & Völkers shops in retail locations in North America and worldwide:



Figure 1- Santa Monica, California



Figure 2- Aspen, Colorado



Figure 3- Trier Germany



Figure 4- Spain



Re: 564 Green Bay Rd
Winnetka IL 60093

Below are the evidence and detailed explanation why the Special Use Permit should be granted:

1. Development of this building will provide a commercial space on the ground floor and one residential unit on the second and one residential unit on the third floor. Its design will be in the character of Village Center and will and will enhance the area. The new building will enhance the area. This project will not have any negative impact on public health, safety, comfort, morals, or general welfare.
2. Development of this building will not be injurious to the use and enjoyment of the property in the vicinity. As part of the development, we will be cleaning up the environmental problems found when we purchased the property. As a new construction, it will increase the values of the property in the immediate vicinity.
3. This new building will not impede the normal and orderly developments or improvements of the other property. The Special Use Permit will have no impact on any properties in town.
4. Extended and vigilant study were done to make sure there are adequate measures have been taken to provide safe ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways. Placing parking access from the back of the building eliminates crossing pedestrian walkways by parking and leaving cars.
5. The parking which will be provided in this development is more than the regulations require. The parking spaces will have existing alley access. There will be no changes to existing grade and drainage. All necessary facilities to the operation of the Special Use exists.
6. The Special Use Permit conforms to the applicable regulations of this and other Village ordinances and codes.

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 22-03-SU

Property Information

Site Address: 564 Green Bay Rd.

Owner Information

Name: 564 Green Bay LLC

Address: 2401 N Clark Street

City, State, ZIP: Chicago IL 60614

Email: paul.lazarre@engelvoelkers.com

Primary Contact: Paul Lazarre

Phone No. 847.274.6898

Date property acquired by owner: 12/01/2021

Architect Information

Name: Kaminski Architects LTD

Primary Contact: Bohdan Kaminski

Address: 446 central Ave. s 100

City, State, ZIP: Northfield IL 60093

Phone No. 847.807.8002

Email: bohdan@kArchitectsLtd.com

Attorney Information

Name: Howard & Howard

Primary Contact: Leo G. Aubel

Address: 200 S. Michigan Ave #1100

City, State, Zip: Chicago, IL 60604

Phone No. 312-456-3663

Email: lga@h2law.com

Nature of any restrictions on property: _____

Brief explanation of variation(s) requested (attach separate sheet providing additional details): 3' on the north side and 6' on the south side rear side variation from the required 10'-0" setback +

One (1) Parking Space

Property Owner Signature: _____

Date: 12/28/2021

Page 3 of 5

RECEIVED
MAY - 4 2022

RECEIVED
FEB 25 2022
BT



April 18, 2022

Re: 564 Green Bay Rd
Winnetka IL 60093

Below are the evidence and detailed explanation why the variance should be granted:

1. To develop this property and erect a commercial space to bring benefits to the local community of the Village of Winnetka the owner must provide and comply with a parking regulation. The property's existing width and depth (35' x 69') makes it impossible to meet the existing regulations requiring underground parking. Due to the width (35') and depth (69' north side and 74' south side) of this site the underground parking is physically not possible to build. The only solution is ground (at grade) parking. This parking can be accessible either from the front (Green Bay Rd.) or the back (an existing alley). Front parking will eliminate any storefront making the commercial space infeasible and create safety hazard as the car will have to cross the sidewalk. With a standard garage depth of 21'-0" and 10' rear yard setback it will leave only 34' for commercial use including lobby and access to the floors above. This will make the ground floor extremely small.

The solution is a ground floor garage accessible from the alley with a building setback from rear property line: 3'-0" at the northwest corner and 6'-0" at the southwest corner. This solution will not impact any pedestrian traffic. To construct such at grade parking, a variance of one parking space from the parking requirement will be required. To mitigate the loss of this space, the applicant will install a parking lift (details attached) which allows one (1) additional parking space to be created. Once the lift is installed, there will be no net loss of parking spaces. If the Village Code allowed these lift spaces to be included in the parking space count, no variance would be required. However, the current code does not specifically include these lift spaces in the parking count thereby necessitating the requested parking variance. We have attached a document outlining how the lift functions and a testimonial regarding the use of a lift in a residential setting. It is safe and easy to use.

The garage has sufficient space to house the garbage cans and thus, they will be stored in the garage.

The commercial space will be used as the home of Engel and Völkers Real Estate in the North Shore. Based upon the company's current business model, few "advisors" or "agents" are on site daily.

2. This property is smaller than typical commercial parcels. At 34' wide and 69' deep lot, this size creates a unique circumstance.
3. If variation is granted, the new building will be in character with the surrounding structures.
4. Light and air supply are not impacted by this request. This variation is only for the ground floor. The 2nd and 3rd floor will comply with a Zoning Ordinance.
5. The variance will not increase the hazard from the fire and other damages.
6. The taxable value of the land and buildings in Town will not diminish.
7. This variance has no bearing on traffic and will not impact congestion in the public streets.
8. This variance will not have negative impact on the health, safety, comfort, morals or welfare of the inhabitants of the Village of Winnetka.

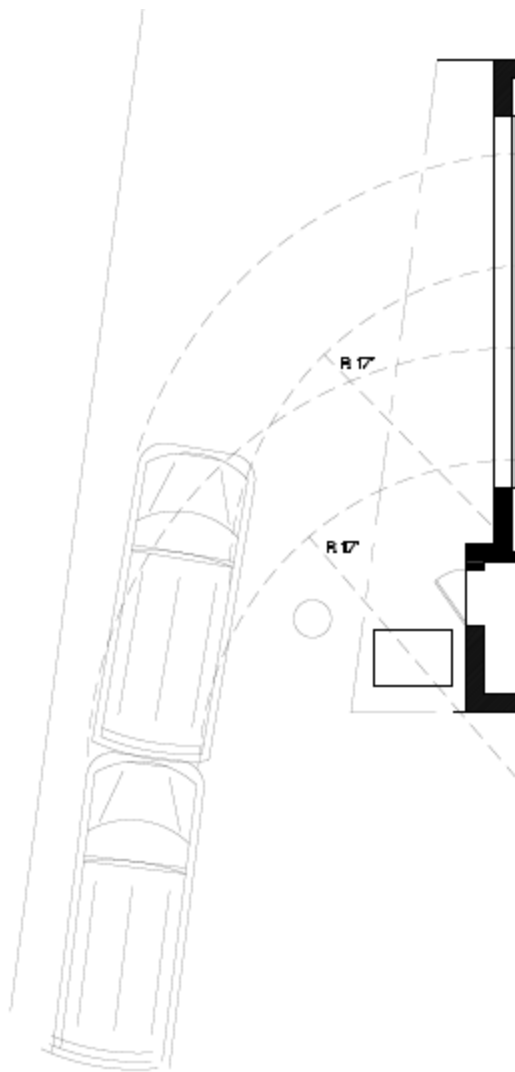
Using a Parking Lift for Proposed 564 Green Bay Road Development

March 28, 2022

There were potential concerns expressed by the Village about the safety and reliability of a parking lift, and that its use could cause blocking of the alley. We have obtained a testimonial from Joe Citow (included on page 3), who resides in Glencoe, on his experience with his lift. He confirmed the ease of use, reliability, and safety of the device.

Our intent is that the two parking spaces serviced by the lift will be leased to a single apartment tenant. The intended use of the lift is outlined below. It shows that blocking the alley will not be a problem.

1. Car will approach parking garage:



2. If a second car is already in the garage, it will already be raised.



3. Car will park in the space and shut the garage door behind them.



Lift Testimonial:

I have two car lifts in my current garage in Glencoe that were moved over from my previous house in Glencoe. They were purchased about 15 years ago, and at that time they cost about \$5000 each. They require no significant maintenance. They are electric powered with hydraulic fluid. They are extremely safe and reliable. They are strong enough for even the heaviest of cars and quite simple to use.

If you have any questions, please let me know.

Jon Citow
Glencoe



564 GREEN BAY RD STREET ELEVATION



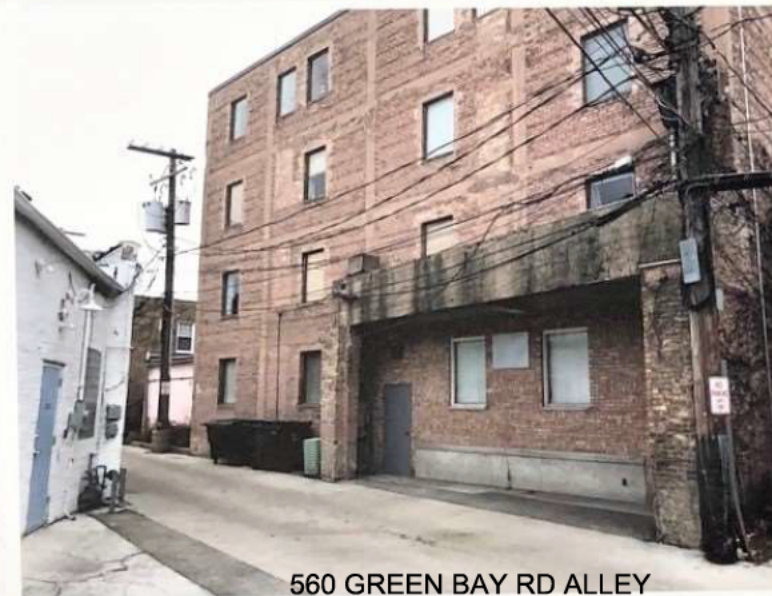
564 GREEN BAY RD ALLEY



560 GREEN BAY RD STREET ELEVATION



566 GREENBAY RD STREET ELEVATION



560 GREEN BAY RD ALLEY



566 GREEN BAY RD ALLEY

Wesley 2 Light LED Wall Light Architectural Black

45200NLD

SPECIFICATIONS	
Certifications/Qualifications	www.ledco.com/LEDCE02
Dimensions	
Base Dimensions	5.50" x 4.25"
Extension	4.50"
Height	7.75" LBS
Height from center of wall opening	7.50"
Clear (Shade)	
Height	13.75"
Width	7.50"
Light Source	
Color Temperature	4000K
Equivalent Life Span (Hours)	40,000
Lamp Included	Integrated
Light Beam	LED
Mounting Hardware	2004
# of Bulbs/LED Modules	2
Mounting/Installation	
Location Rating	Ind
Mounting Style	Wall Mount
Mounting Height	2.75" LBS
Photometrics	
Color Rendering Index	90
Power Consumption	20W
FEATURES/ATTRIBUTES	
Mounting	Ind
Location Rating	Ind
Mounting Style	Wall Mount
Mounting Height	2.75" LBS



ALSO IN THIS FAMILY



5.5" 1 Light Wall Light Textured Architectural Bronze

1107N21

SPECIFICATIONS	
Certifications/Qualifications	Yes
Link Size Compliance	Yes
UL Type 24 Compliance	Yes
www.ledco.com/LEDCE02	
Dimensions	
Base Dimensions	5.50" x 5.50"
Extension	5.50"
Height	5.50" LBS
Height from center of wall opening	2.75"
Clear (Shade)	
Height	5.50"
Width	5.50"
Mounting	
Location Rating	Ind
Mounting Style	Wall Mount
Mounting Height	2.75" LBS
Light Source	
Color Temperature	4000K
Equivalent Life Span (Hours)	40,000
Lamp Included	Integrated
Light Beam	LED
Mounting Hardware	1000
# of Bulbs/LED Modules	1
Mounting/Installation	
Location Rating	Ind
Mounting Style	Wall Mount
Mounting Height	2.75" LBS
Photometrics	
Color Rendering Index	90
Power Consumption	20W
FEATURES/ATTRIBUTES	
Mounting	Ind
Location Rating	Ind
Mounting Style	Wall Mount
Mounting Height	2.75" LBS

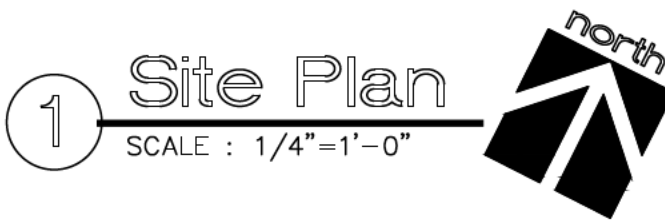


WINDOW CLADDING



RAILING COLOR





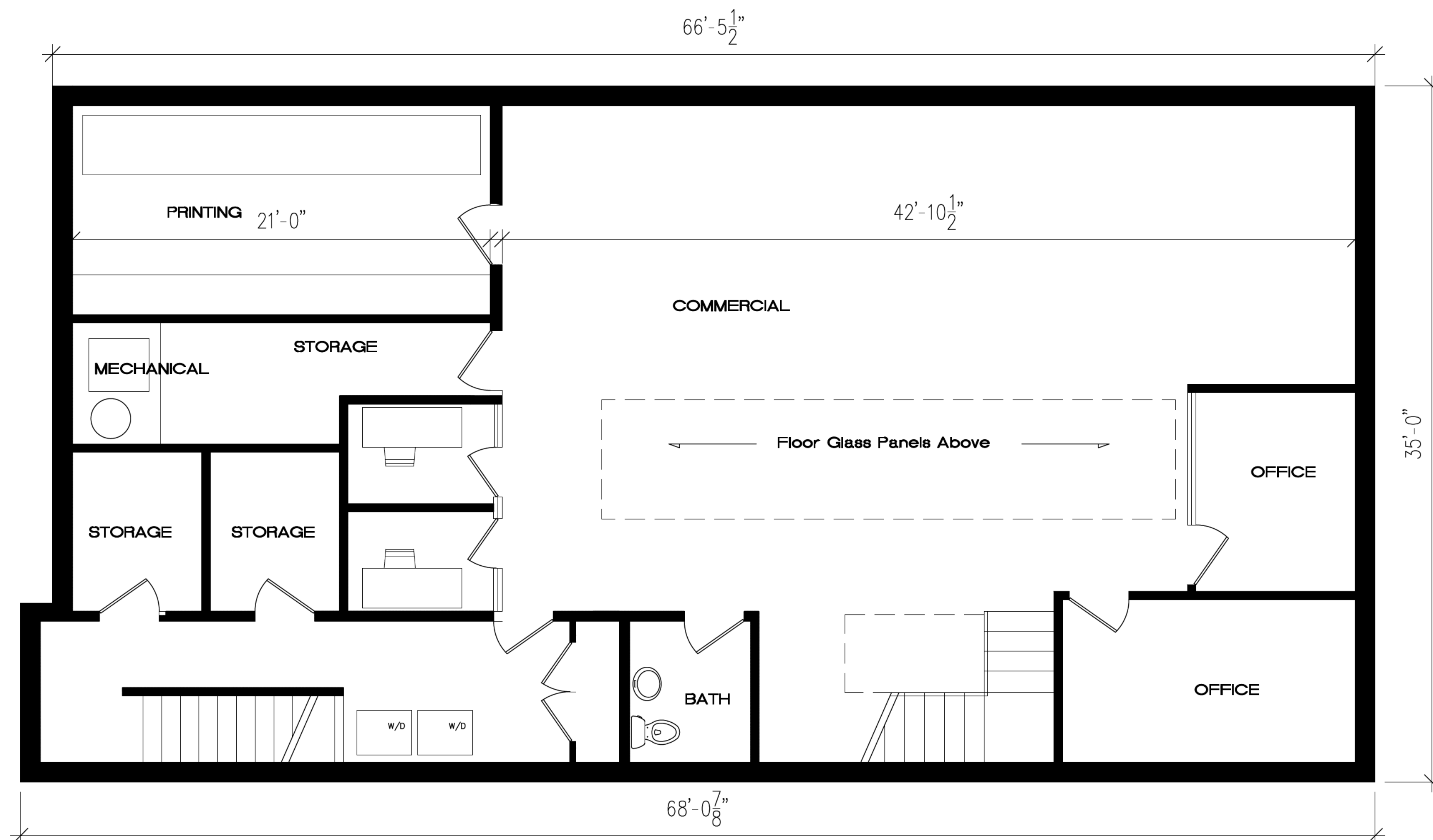
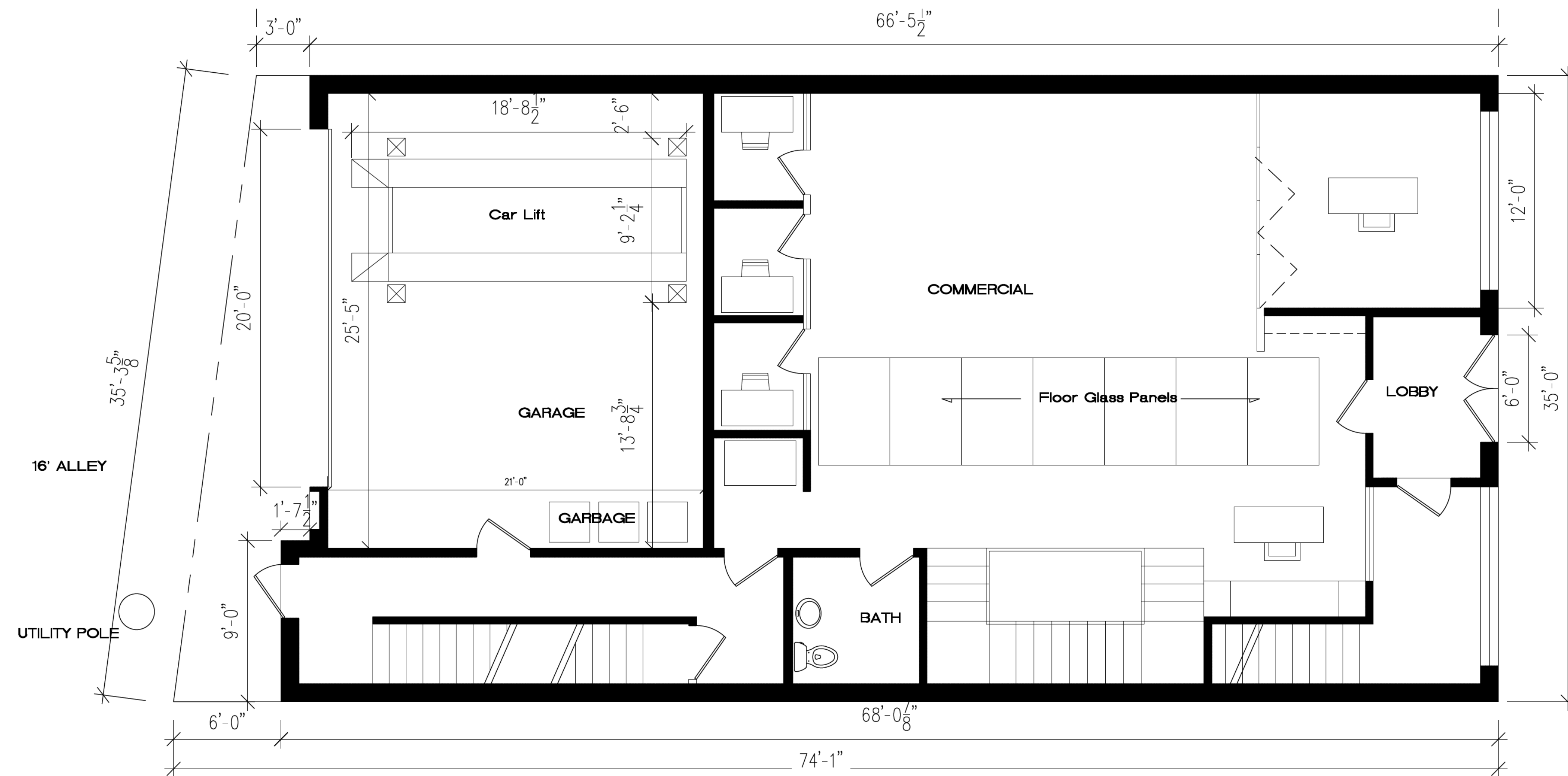
REVISIONS	
DATE	DESCRIPTION
04.26.22	Revision 4
Design by:	BK

TITLE
Site Plan

JOB # 112021

SHEET #

A8.1



1 1st Floor Plan
SCALE : 1/4"=1'-0"

2 Basement Floor Plan

SCALE : 1/4"=1'-0"

564 Green Bay Rd.
Winnetka IL, 60093

[illegible]

Design by: BK

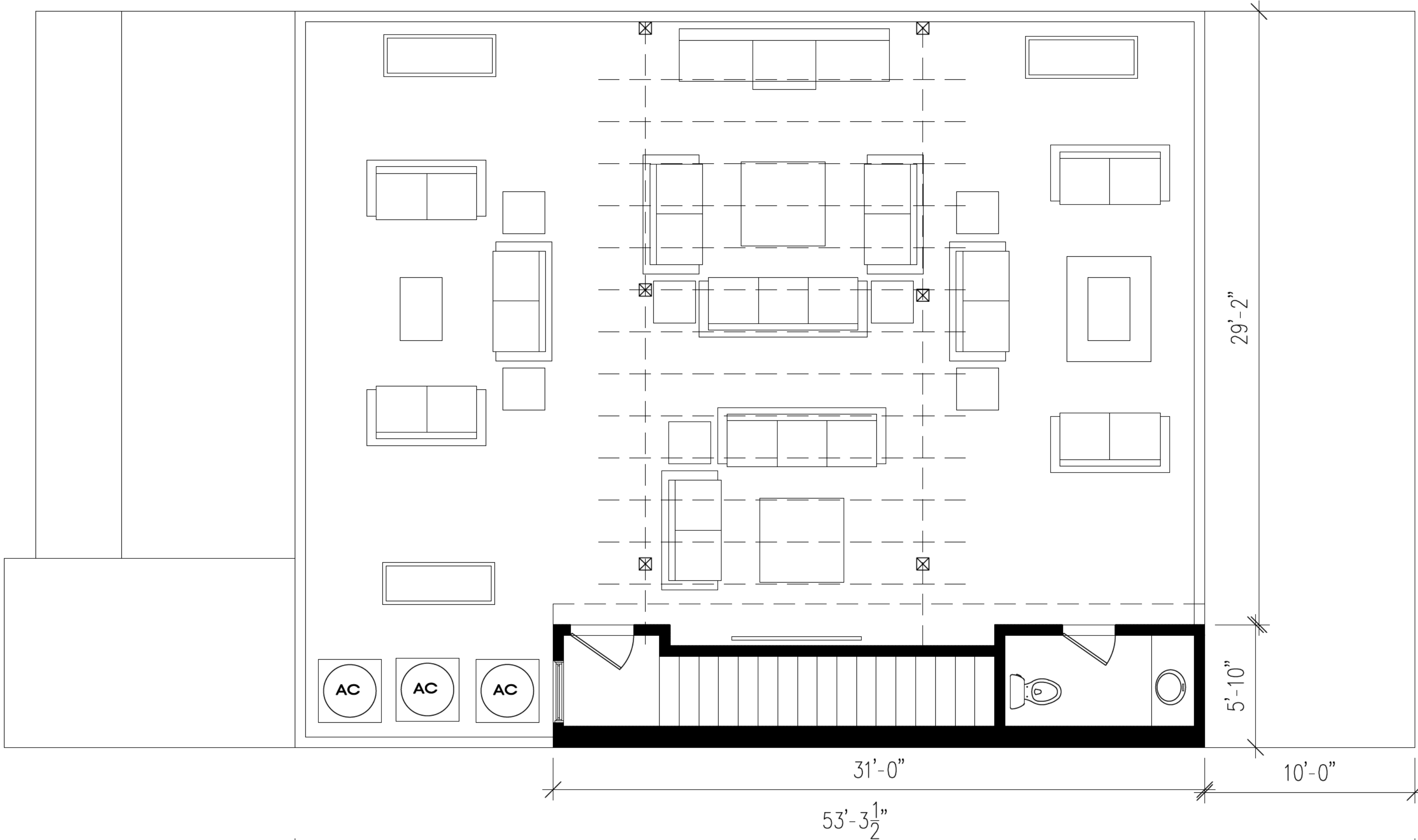
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Floor Plans

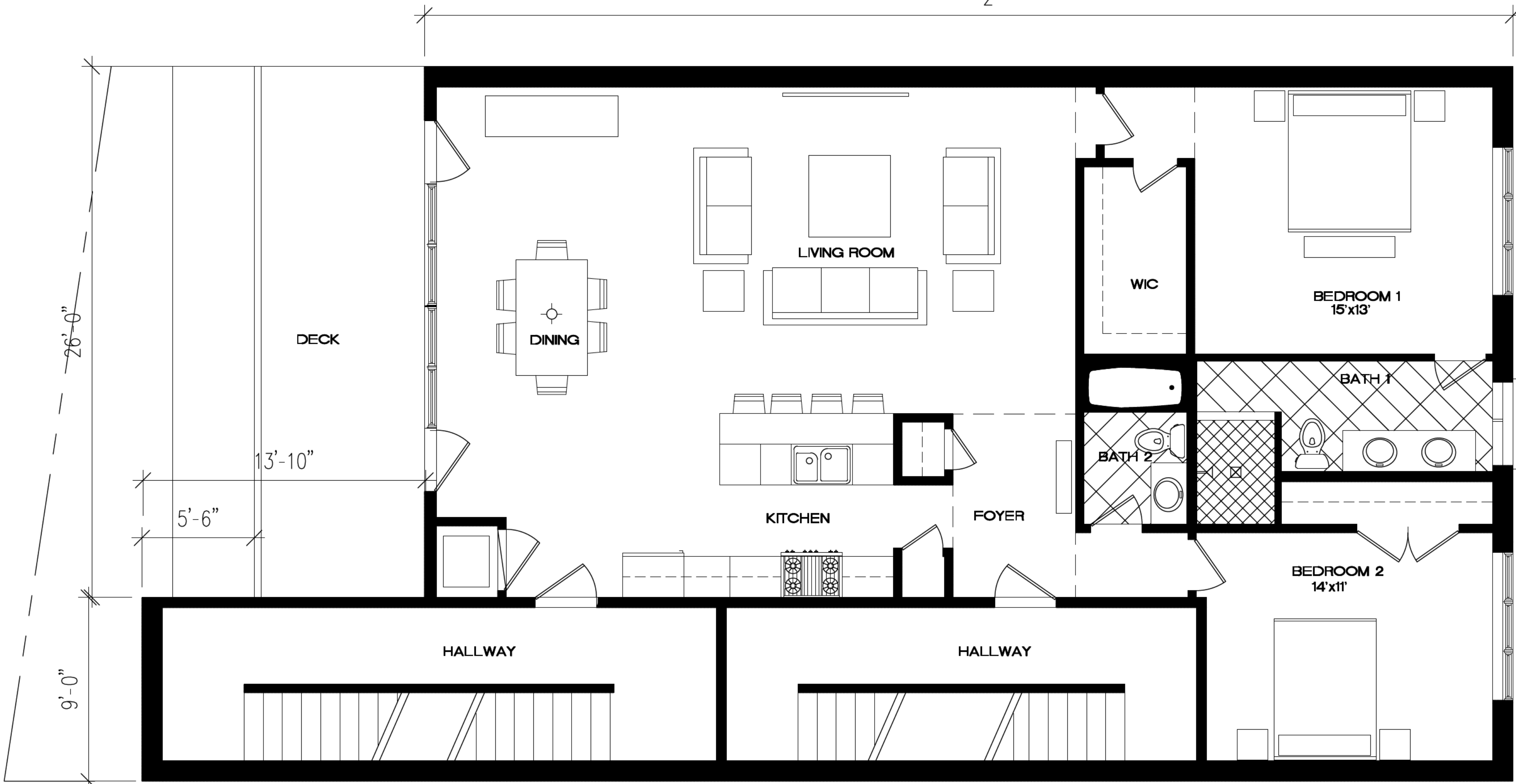
JOB # 112021

SHEET #

A8.2



2 Roof Deck
SCALE : 1/4"=1'-0"



2 BEDROOM UNIT 1405 sqft

1 2nd and 3rd Floor Plan
SCALE : 1/4"=1'-0"

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF CONFORM TO ALL GOVERNING CODES AND ORDINANCES.

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ARCHITECT
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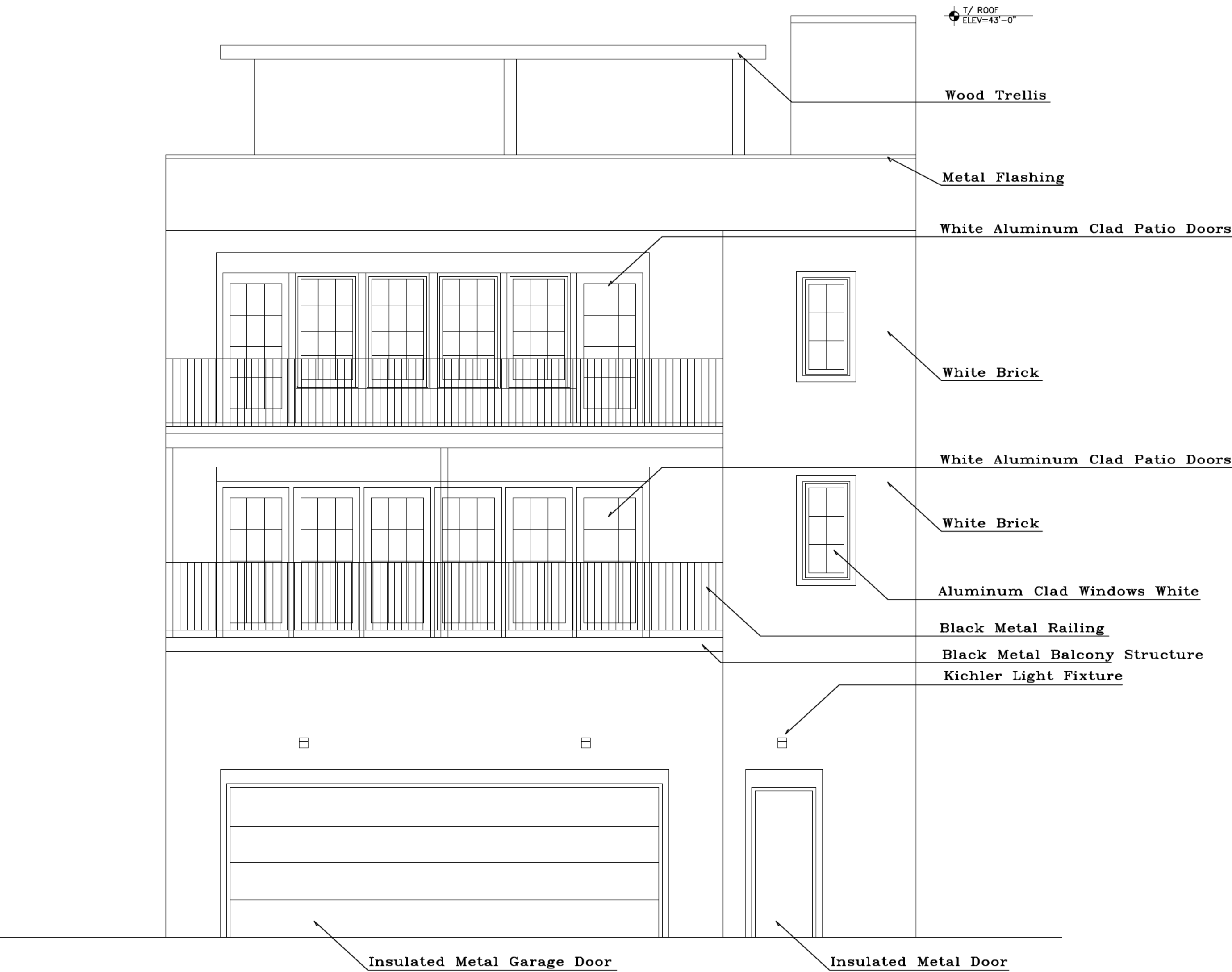
REVISIONS	
DATE	DESCRIPTION
04.26.22	REVISION 4

Design by: BK

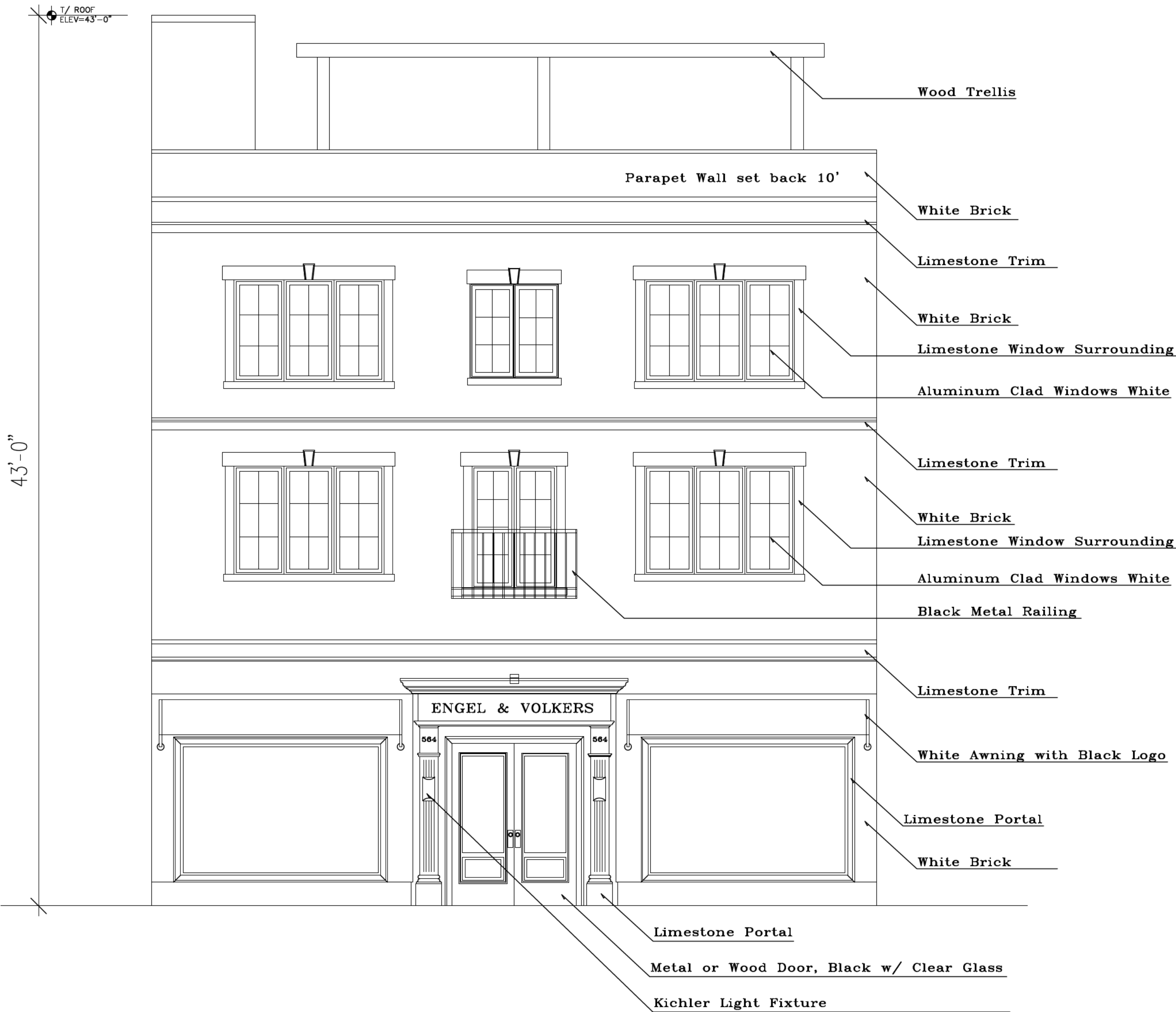
TITLE
Floor Plans
Elevation

JOB # 112021
SHEET #

A8.3



2 Rear Elevation
SCALE : 1/4"=1'-0"



1 Front Elevation
SCALE : 1/4"=1'-0"

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REVISIONS	
DATE	DESCRIPTION
04.26.22	Revision 4

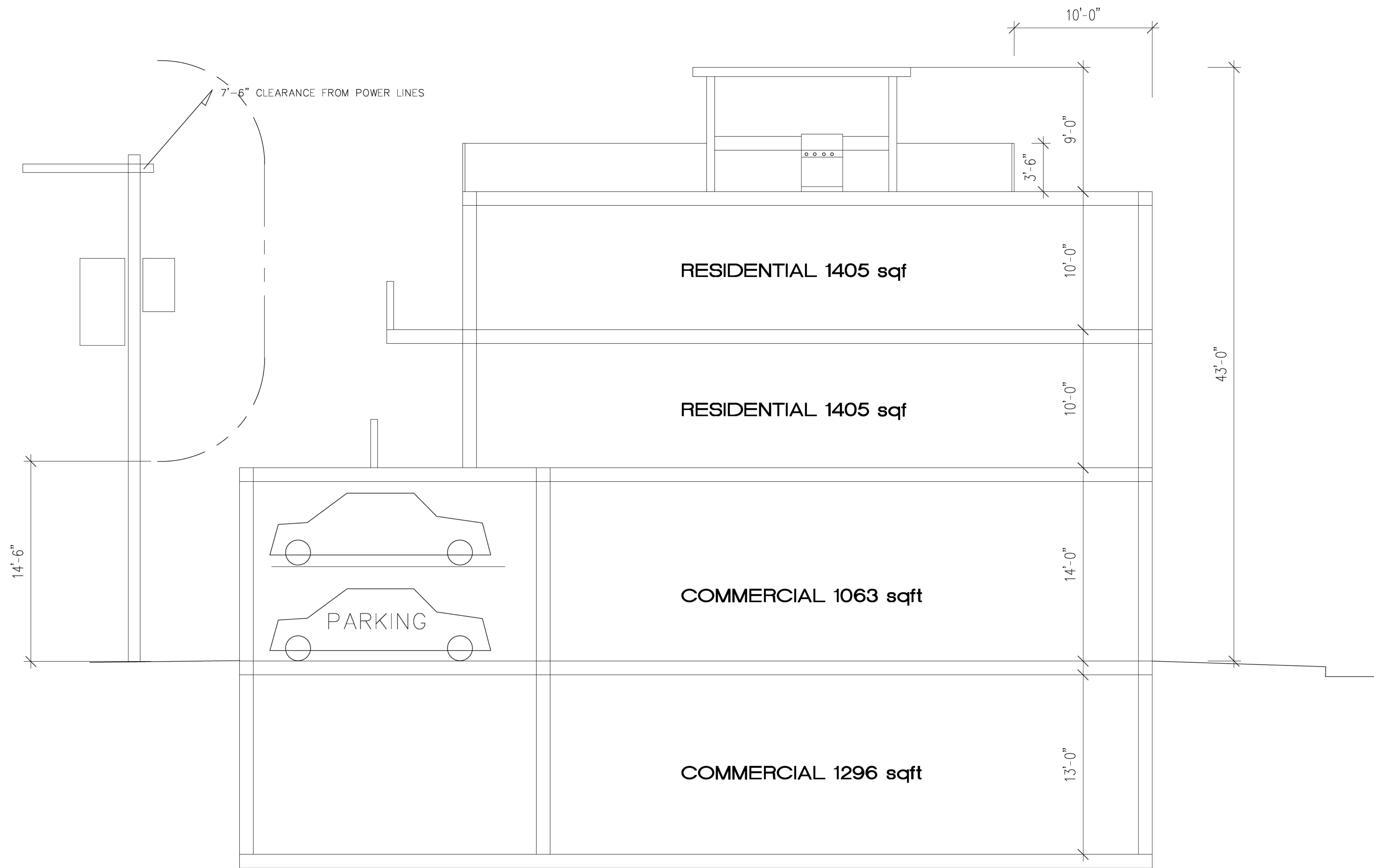
Design by: BK

TITLE

Exterior Elevations

JOB # 112021
SHEET #

A8.4



1 Building Section
SCALE : 1/4"=1'-0"



KAMINSKI
ARCHITECTS LTD.
446 CENTRAL AVENUE
NORTHFIELD, ILLINOIS 60093

PHONE: 847.501.5338
bohdon@Architects.LD.com

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REVISIONS	
DATE	DESCRIPTION
04.26.22	Revision 4
Design by: BK	

TITLE

**Building
Section**

JOB # 112021

SHEET #

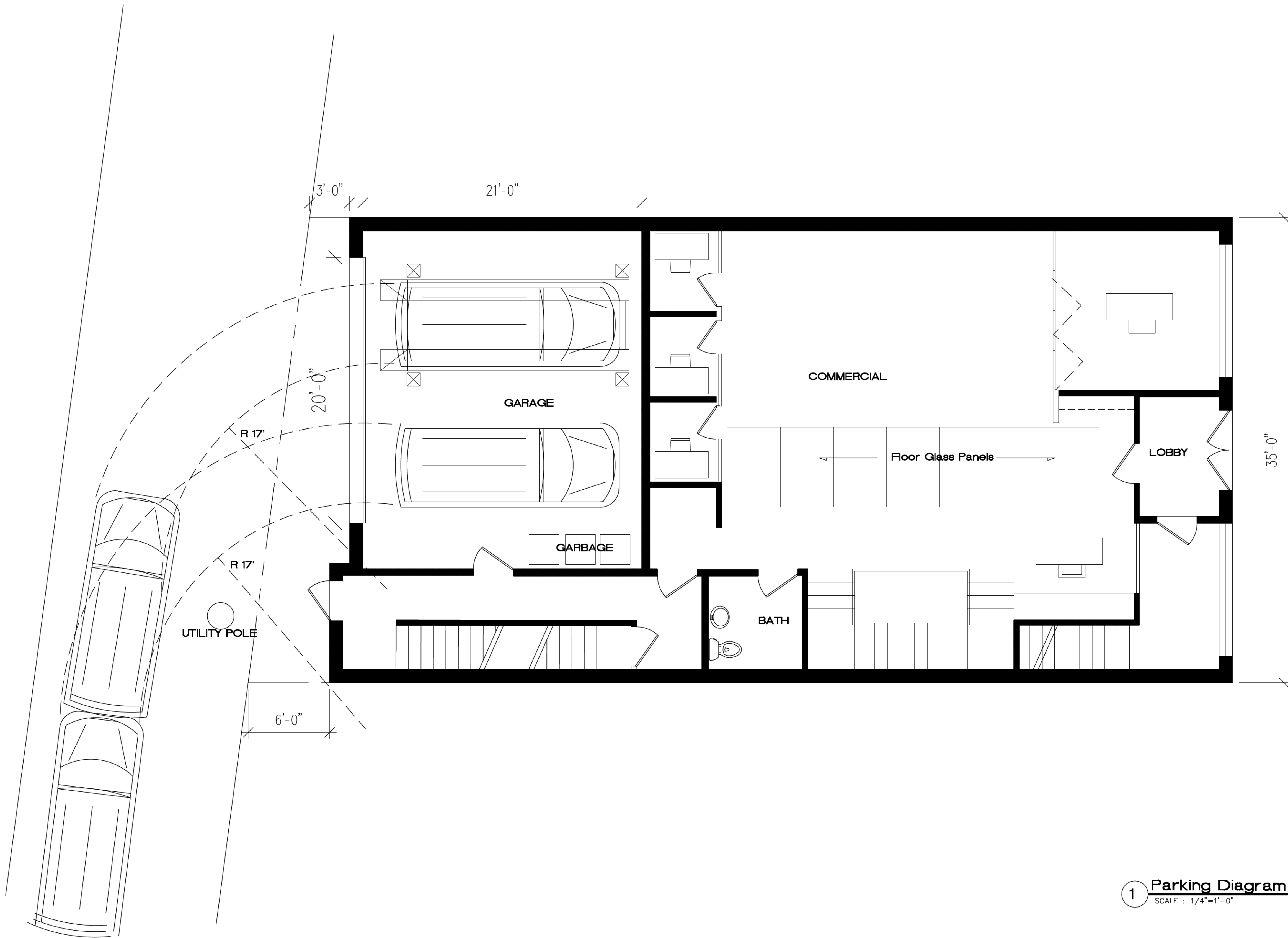
A8.5

564 Green Bay Rd.
Winnetka IL, 60093

REVISIONS	
DATE	DESCRIPTION
04.26.22	Revision 4
Design by:	BK

Design by:	BK
TITLE	
Parking Diagram	
JOB #	112021
SHEET #	

A8.6



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ARCHITECT
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Winnetka IL, 60093

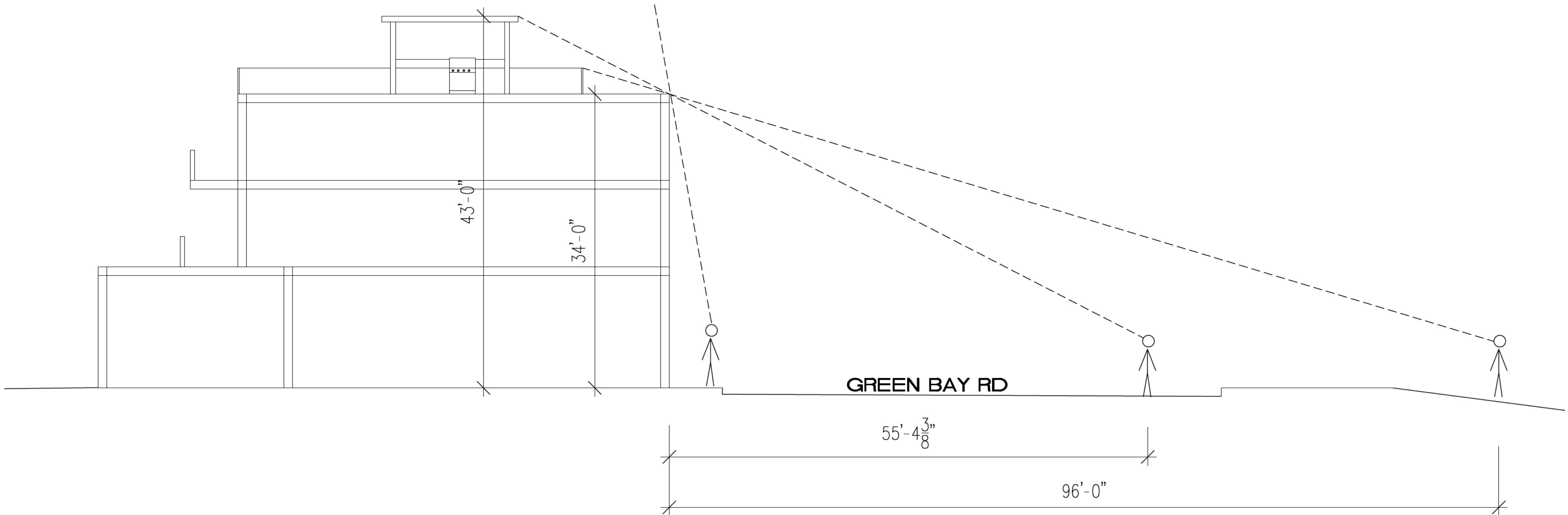
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TITLE

Line of Sight

SHEET #

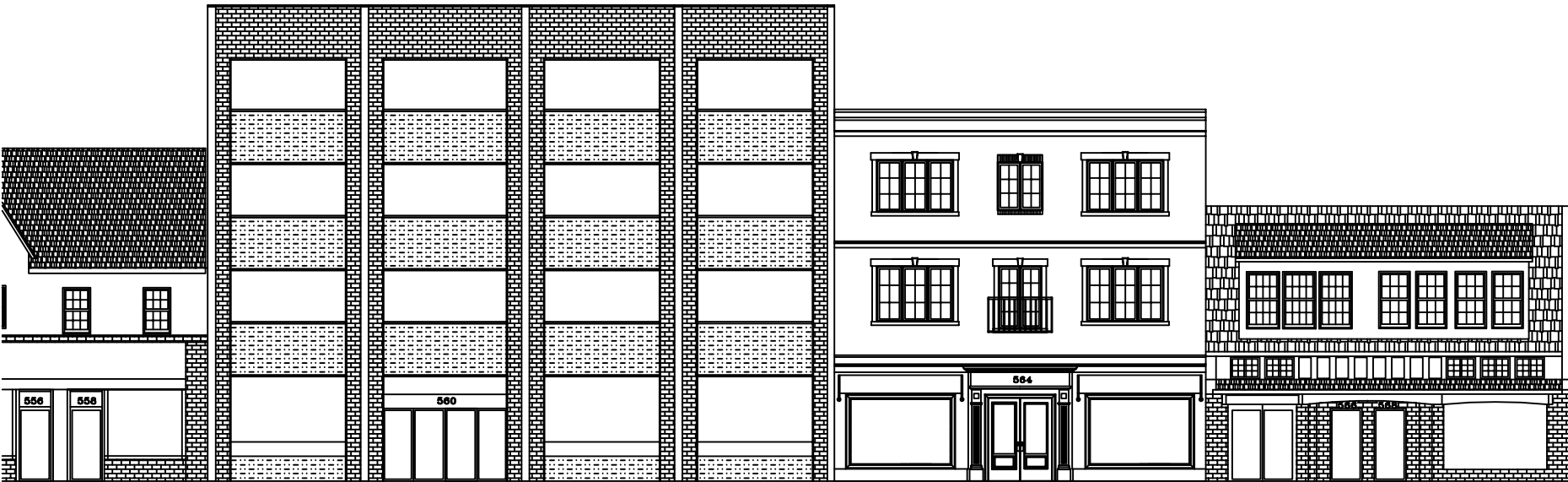
A8.7



SCALE : 1/8"=1'-0"



Street View



Street View

MEMORANDUM TO: Paul Lazarre
Live & Play Chicago North Shore LLC

FROM: Javier Millan
Principal

Luay R. Aboona, PE, PTOE
Principal

DATE: April 29, 2022

SUBJECT: Parking Study
Proposed Engel & Völkers
Chicago North Shore Branch
Winnetka, Illinois

This memorandum presents the findings and recommendations of a parking study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed relocation of the existing Engel & Völkers Chicago North Shore branch from its current location within the Laundry Building at 566 Chestnut Street to 564 Green Bay Road in Winnetka, Illinois. As proposed, the real estate office will occupy the first floor and basement while two apartment units will occupy the second and third floors of the building. **Figure 1** shows an aerial view of the existing and proposed sites.

The purpose of this study was to determine the availability of parking within the immediate vicinity of the site on a weekday and to determine the parking needs of Engel & Völkers. In order to do that, the following tasks were undertaken:

- Parking occupancy surveys were conducted by KLOA, Inc. within the area bounded by Spruce Street to the north, Green Bay Road to the east, Elm Street to the south, and Birch Street to the west on Tuesday, February 22, 2022. In addition, the Winnetka Post Office parking lot on the south side of Elm Street was also surveyed.
- Projected parking demand was generated for Engel & Völkers based on the anticipated operations of the proposed use and for the two proposed apartment units based on Village of Winnetka code requirements and the Institute of Transportation Engineers (ITE) parking rates.
- The adequacy of the available parking within downtown Winnetka was evaluated to assess its ability to accommodate the estimated parking demand of Engel & Völkers and the apartments.

Proposed Engel & Völkers Operations

Engel & Völkers specializes in the sale and rental of premium residential property, commercial real estate, yachts, and aircrafts. As proposed, the office will generally be open from 9:00 A.M. to 5:00 P.M. Monday through Friday. The office will have two full-time employees and a total of 50 real estate advisors. Engel & Völkers current proposed office layout will consist of an open space with a few tables where our advisors can work. There will be no actual workstations. There will be a moderate size conference room for meetings and there will be three small consult rooms, where the advisors can meet with a client or make phone calls.

On a typical day, it is anticipated that the office will contain the two full-time staff and no more than three to four advisors at any given time. It is anticipated that the full-time staff will continue to park in the Spruce Street lot. Normal day-to-day use of the office will be scheduled meetings between advisors and their clients. Based on past experience, it is very common to not have any in-person meetings with clients on any given day. However, when there are meetings, advisors meet with one client at a time and meetings between clients and advisors will be scheduled during blocks in the morning or afternoon. On average, it is estimated that there will be no more than five client meetings per week, each lasting no more than ninety minutes. It is expected that, as it currently is, clients will park in the available on-street and off-street parking areas within close proximity to the facility such as the Post Office parking lot.

Once a month, the office will hold meetings for all staff and advisors in which it is expected that approximately 10 total employees will be present with all other employees attending online. These all-staff meetings will be held on Monday mornings between 9:00 and 10:00 AM.

Proposed Apartments

As previously indicated, in addition to Engel & Völkers relocating from their existing location, two apartment units will occupy the second and third floors of the building. Based on a review of the plans, three parking spaces off the alley fronting the building to the west will be dedicated to the apartment tenants.

Parking Occupancy Surveys

In order to determine the existing parking demand within the study area, parking occupancy surveys were conducted for the following areas:

- The on-street and off-street parking in the area bounded by Spruce Street to the north, Elm Street to the south, Green Bay Road to the east, and Birch Street to the west. This area provides various parking types including 15-minute, one-hour, two-hour, and four-hour time restrictions.
- The Winnetka Post Office parking lot which contains two-hour free parking, Zone A Business Employee permit parking between 8:00 A.M. and 5:00 P.M. Monday through Friday, and Zone C commuter permit parking between 8:00 A.M. and 10:00 A.M. Monday through Friday and is unrestricted after 10:00 A.M.

Figure 2 shows an aerial view of the site and the study area.

The parking counts were conducted in one-hour intervals from 9:00 A.M. to 5:00 P.M. on Tuesday, February 22, 2022 in accordance with the proposed hours of operation of the office. Figure 3 illustrates the Village of Winnetka Downtown Public Parking Map. (All figures and tables are included in the Appendix.) **Table 1** lists the locations of the on-street and off-street parking areas.

The parking occupancy surveys for the on-street and off-street parking locations are summarized in **Tables 2** and **3**. The results of the parking occupancy surveys indicated the following:

- Overall, the on-street parking locations had a peak parking demand of 120 vehicles (61 percent occupied) occurring at 1:00 P.M., resulting in a surplus of 77 parking spaces.
- Overall, the off-street parking location (Post Office lot and parking lot in the southeast quadrant of the intersection of Spruce Street with Birch Street) had a peak parking demand of 145 spaces (66 percent occupied) occurring at 1:00 P.M., resulting in a surplus of 75 parking spaces.

The results of these parking occupancy surveys indicate that the existing parking supply is adequate in accommodating the existing parking demand with occupancy for on- and off-street parking not exceeding 66 percent.

Projected Parking Demand of the Proposed Engel & Völkers

In order to determine the total projected parking demand of the proposed use, the hourly parking demand was estimated based on the proposed operations of Engel & Völkers. Given the existing parking restrictions provided at the various on-and off-street parking locations, the available parking within the area varies for both employees and clients. For the purposes of this evaluation, the following was utilized to develop projected employee and client parking demands:

- It was assumed that the two full-time staff members as well as the four advisors¹ that would be present on a typical day would be at the office all day and will each drive themselves, resulting in an hourly peak parking demand of six spaces. As such, the full-time employees and advisors will be limited to the Zone A business employee parking permit locations. It should be noted that the Zone A business employee permits are limited to one vehicle (single user), so each of the two employees and four advisors currently have and will continue to have their own permit (they currently park in the Spruce Street lot).
- Advisors meet one-on-one with clients and, on average, it is expected that there will be approximately five client meetings per week². Therefore, the peak client parking demand for any given hour was conservatively assumed to be one client parking space. Furthermore, advisor/client meetings are not expected to exceed 90 minutes. As such, clients can utilize all of the on-street parking locations (except for the 15-minute parking spaces).

¹ This estimate is based on our current Advisor presence in our Laundry building office since January 1, 2022.

² This estimate is based on our current Advisor and client presence.

- During all staff meetings, which occur once a month and will have a typical attendance of 10 total employees³, the projected peak parking demand will be 10 parking spaces. It should be noted that no client meetings will be scheduled at this time and, therefore, no additional parking demand will be generated by clients. Since the “all-staff” meetings will start at about 9:00 A.M. and will have a duration of approximately 60 minutes, the projected parking demand of 10 spaces can be accommodated by two-hour, four-hour, and Zone A permit parking locations. It is important to note that this time period is chosen given that many of the retail establishments in the immediate area do not open until 10:00 A.M.

Based on the above, Engel & Völkers will have a peak parking demand of two full-time employees, four advisors, and one client on a typical day and after 10:00 A.M. on “all-staff” meeting days. Between 9:00 A.M. and 10:00 A.M. on all-staff meeting days, Engel & Völkers will have a peak parking demand of 10 spaces for the employees that will be in attendance.

It should be noted that this projected parking demand is very conservative given that it assumes that no employees or clients will arrive via public transportation or ride-sharing services and that no client will also be a patron of the existing retail and restaurant uses within downtown Winnetka. Furthermore, it is important to note that Engel & Völkers is currently located at 566 Chestnut Street and, as such, the majority of its parking demand is already accounted for in the parking surveys.

Projected Parking Demand of the Proposed Apartments

As previously indicated, two apartments will be located on the second and third floors of the building. Based on the Village of Winnetka Zoning Ordinance, the apartments should provide 1.5 spaces per unit for a total of three parking spaces.

For comparison purposes, the Institute of Transportation Engineers (ITE) *Parking Generation Manual* was reviewed to determine the projected peak parking demand of the two apartments. Based on ITE, the two apartments will have a peak parking demand of two vehicles.

As such, the provision of three parking spaces for the apartment units meets the Village of Winnetka zoning ordinance and will be able to accommodate the projected peak parking demand.

³ This is based on our attendance logs from January 1, 2022 – March 31, 2022. 90% of our staff/advisors attend our monthly meeting virtually and 10% attend in person.

Parking Evaluation

In order to determine the adequacy of the existing parking supply in accommodating the proposed parking demand of Engel & Völkers, the number of available parking spaces for full-time employees, advisors, and clients were compared to the estimated hourly parking demand for the parking areas that are available to each respective user. As previously indicated, given the hours of operation of the proposed office, its anticipated number of daily employees, and duration of both advisor/client and all-staff meetings, the available parking within the area varies for advisors/employees, clients, and all-staff meetings. **Table 3** summarizes the number of available parking spaces per hour for advisors, clients, and for all-staff meetings on a weekday.

As can be seen from Tables 2 and 3, on a weekday there is a minimum of 35 permit parking spaces available for advisors/employees and a minimum of 100 non-permit parking spaces available for clients. Furthermore, for all-staff meetings that occur on a weekday, there are a minimum of 169 permit and non-permit parking spaces available for advisors/employees. As such, there is a sufficient amount of parking available within the immediate area to accommodate the projected parking demand for both advisors/employees and clients of Engel & Völkers on a weekday.

KLOA, Inc. further evaluated the adequacy of the parking supply taking into account the current vacancies in the area (approximately 6,306 square feet) and the future vacancy of the of the existing Engel & Völkers site (1,700 square feet). Based on the Village of Winnetka zoning ordinance, the off-street parking requirement assuming the vacancies are developed with a commercial use is two spaces per 1,000 square feet. This translates into approximately 16 spaces. Given that there are over 100 regular spaces available in the immediate vicinity throughout the day, the additional parking demand of the existing vacancies and the future vacancy of the current Engel & Völkers site can easily be accommodated by the surplus of parking spaces.

Conclusion

Based on preceding parking evaluation for the proposed Engel & Völkers Chicago North Shore branch, the following was concluded:

- The proposed site will provide three parking spaces on site on the west side of the building dedicated to the tenants of the apartment units, which will meet the Village of Winnetka zoning ordinance requirements and the projected peak parking demand.
- On a typical day, Engel & Völkers will have an hourly parking demand of seven spaces for the employees and advisors. Given the proposed hours of operation and timed parking restrictions for on- and off-street parking locations in the area, advisors/employees should obtain Zone A Business Employee Parking Permits. The existing Zone A business employee parking locations in the area will be adequate in accommodating the parking demand for advisors/employees on a typical day.
- On a typical day, Engel & Völkers will have a peak hourly parking demand of one client and the existing on and off-street parking locations will be adequate in accommodating the parking demand for clients.
- On an all-staff meeting day, which occurs once a month, Engel & Völkers will have a peak parking demand of 10 advisors/employees which will occur at 9:00 A.M. and 10:00 A.M. The existing on- and off-street parking locations will be adequate in accommodating the parking demand for these meetings. After 10:00 A.M., the hourly parking demand will reflect that of a typical day.

Appendix



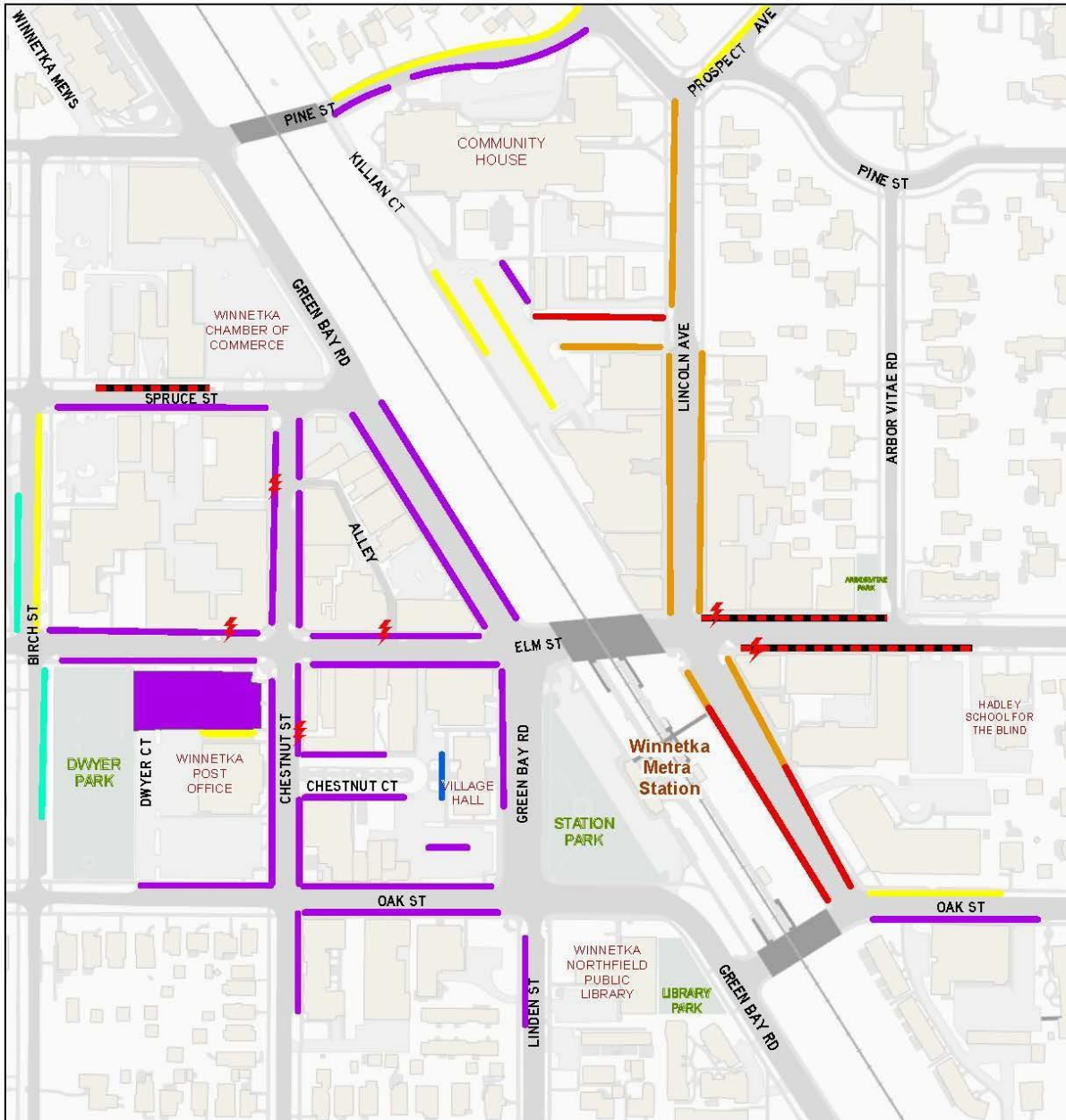
Aerial View of Existing and Proposed Sites

Figure 1



Aerial View of Study Area

Figure 2



DOWNTOWN PUBLIC PARKING



PLEASE READ AND OBEY ALL POSTED PARKING REGULATIONS

On-Street Public Parking Locations

Figure 3

Table1
SURVEY AREA PARKING INVENTORY

Location	Block	Side	Capacity	Handicap Spaces	Regular Spaces	Permit Spaces	Parking Regulation
1	Spruce Street (Birch Street to Green Bay Road)	North	5	0	5	0	One-hour parking 8:00 A.M. - 6:00 P.M.
		South	10	0	8	0	Two-hour parking 8:00 A.M. - 6:00 P.M.
					2	0	Loading Zone (20 minutes)
2	Green Bay Road (Spruce Street to Elm Street)	East	14	0	14	-	Two-hour parking 8:00 A.M. - 6:00 P.M.
		West	11	0	11	0	Two-hour parking 8:00 A.M. - 6:00 P.M.
3	Elm Street (Green Bay Road to Birch Street)	North	24	1	20	0	Two-hour parking 8:00 A.M. - 6:00 P.M.
		South	25	1	3	0	15-minute parking
24	0				Two-hour parking 8:00 A.M. - 6:00 P.M.		
4	Birch Street (Spruce Street to Elm Street)	East	29	2	27	-	Four-hour parking 8:00 A.M. – 6:00 P.M.
		West	27	--	--	8	Zone A (8:00 A.M. - 5:00 P.M.)
						19	Zone A/C (8:00 - 10:30 A.M.)
5	Public Parking Lot (East of Birch, south of Spruce)		38	2	36		24 hour limit after 5:00 P.M. and on weekends
6	The Laundry Parking Lot		14	1	13		Laundry Mall customer parking Two-hour limit
7	Parking Lot (North of Elm, west of Chestnut)		18	1	17		

Location	Block	Side	Capacity	Handicap Spaces	Regular Spaces	Permit Spaces	Parking Regulation
8	Chestnut Street (Spruce Street to Elm Street)	East	21	1	20		Two-hour parking 8:00 A.M. - 6:00 P.M.
		West	19	0	19 1		Two-hour parking 8:00 A.M. - 6:00 P.M. Curbside pick-up (11:30 A.M. - 1:30 P.M. and 5:00 – 7:00 P.M.)
9	Chase Bank Lot		18	2	16		Chase Customers Only
10	Post Office Lot	North	69	3	57	9	Two-hour parking 8:00 A.M. - 6:00 P.M. Zone A (8:00 A.M. – 5:00 P.M.)
11	Post Office Lot	West	40	0	13	15	Two-hour parking 8:00 A.M. - 6:00 P.M. Zone A (8:00 A.M. – 5:00 P.M.)
						12	Zone C (8:00 A.M. – 10:00 A.M.)
12	Post Office Lot	South	52	2	0	50	Zone A (8:00 A.M. – 5:00 P.M.)
Total			434	16	305	113	

Table 2
ON-STREET/OFF STREET PARKING OCCUPANCY SURVEYS BY RESTRICTION
TUESDAY, FEBRUARY 22, 2022

Time	(1) 15-Minute Parking/ Curbside Pick-Up	(1A) 20-Minute Parking	(2) 1-Hour Parking	(3) 2-Hour Parking	(4) 4-Hour Parking ¹	(5) Birch/Spruce Parking Lot	(6) Zone A/C Parking Monday to Friday 8:00 AM to 5:00 PM ²	(7) Zone A	Parking Total
9:00 AM	0	0	0	64	5	22	3	0	94
10:00 AM	1	0	2	78	6	28	6	0	121
11:00 AM	1	2	4	84	6	31	6	0	134
12:00 PM	2	1	5	92	7	35	6	0	148
1:00 PM	1	1	5	95	12	35	7	0	156
2:00 PM	3	0	5	79	12	33	9	0	141
3:00 PM	1	0	4	64	10	33	8	0	120
4:00 PM	2	0	2	75	13	28	7	0	127
5:00 PM	1	0	2	56	12	24	4	1	100
Inventory	4	2	5	132	29	38	19	8	237
Zone A is Business Employee Permit Parking Zone C is Commuter Permit Parking									

Table 3

WINNETKA POST OFFICE OFF-STREET PARKING OCCUPANCY SURVEYS BY RESTRICTION

TUESDAY, FEBRUARY 22, 2022

Time	(1) 2-Hour Parking	(2) 4-Hour Parking	(3) Zone A Parking	(4) Zone C Parking	Off Street Total
9:00 AM	10	6	57	8	81
10:00 AM	16	9	63	8	96
11:00 AM	14	9	62	8	93
12:00 PM	15	9	60	8	92
1:00 PM	18	9	63	8	98
2:00 PM	12	9	64	9	94
3:00 PM	9	9	63	8	89
4:00 PM	12	8	42	8	70
5:00 PM	12	6	21	9	48
Inventory	64	9	76	12	161

Table 4
AVAILABLE PARKING FOR ENGEL & VÖLKERS – TUESDAY

Time	Advisor/Employee Parking Locations ¹		Client Parking Locations ²		All-Staff Meeting Parking Locations ³	
	Existing Parking Demand	Number of Available Parking Spaces	Existing Parking Demand	Number of Available Parking Spaces	Existing Parking Demand	Number of Available Parking Spaces
9:00 AM	82	59	85	154	167	208
10:00 AM	97	44	111	128	206	169
11:00 AM	99	42	117	122	--	--
12:00 PM	101	40	128	111	--	--
1:00 PM	105	36	139	100	--	--
2:00 PM	106	35	117	122	--	--
3:00 PM	104	37	96	143	--	--
4:00 PM	77	64	110	129	--	--
5:00 PM	49	92	88	151	--	--
Inventory	141		239		375	
1 – Includes all Zone A permit parking locations with an inventory of 141 parking spaces (Sum of Table 1, Columns 5, 6, and 7 and Table 2, Column 3) 2 – Includes all 4-hour, 2-hour, and 1-hour parking locations with an inventory of 239 parking spaces (Sum of Table 1, Columns 2 and 3, and 5). After 10:30 A.M. the Zone A/Zone C parking locations are included for a total inventory of 483 parking spaces (Sum of Table 1, Columns 2,3,4 and Table 2, Columns 1 and 2) 3 – Includes all 4-hour, 2-hour and Zone A parking locations with an inventory of 375 parking spaces (Sum of Table 1, Columns 3, 4, 5 and 6 and Table 2, Columns 1, 2 and 3)						

Memorandum

To: Winnetka Plan Commission
CC: Ann Klaassen
From: James J. Bernahl, Director of Engineering/Village Engineer
Date: May 9, 2022
Re: Special Use Permit Application – 564 Green Bay Road: Engel & Völkers
Chicago North Shore Branch

I have reviewed the Special Use permit application to allow a New Mixed Use Building (Engel & Völkers Chicago North Shore Branch) at 564 Green Bay Road, in the C2 Retail Overlay West Elm Business District. The proposed location is on the west side of Green Bay Road just north of Elm Street. Among the conditions to be satisfied for a Special Use to be granted is the following:

“That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;”

To demonstrate compliance with the above, a parking study was performed in February, 2022, by KLOA, Inc., to determine the availability of parking to meet employee and client needs for the proposed Special Use. The study methodology included identifying total parking capacity in the vicinity of the project, current parking availability, and proposed parking demand for the Special Use. On-street parking is currently available on both sides of Green Bay Road between Spruce Street and Elm Street. Surface parking is also located on Chestnut Street Between Spruce Street and Elm Street, on Spruce Street between Green Bay Road and Birch Street, on both sides of Elm Street between Green Bay Road and Chestnut Street, and structure parking in the Post Office parking, approximately 1 block southwest of the site.

KLOA completed parking counts on Tuesday, February 22, 2022, within the area bounded by Spruce Street to the north, Green Bay Road to the east, Elm Street to the south, and Birch Street to the west. In addition, the Winnetka Post Office parking lot on the south side of Elm Street was also surveyed. These counts show that there are significant parking availabilities within reasonable walking distance of the site. The following table from the parking study illustrates parking availability:

AVAILABLE PARKING FOR ENGEL & VÖLKERS – TUESDAY

Time	Advisor/Employee Parking Locations ¹		Client Parking Locations ²		All-Staff Meeting Parking Locations ³	
	Existing Parking Demand	Number of Available Parking Spaces	Existing Parking Demand	Number of Available Parking Spaces	Existing Parking Demand	Number of Available Parking Spaces
9:00 AM	82	59	85	154	167	208
10:00 AM	97	44	111	128	206	169
11:00 AM	99	42	117	122	--	--
12:00 PM	101	40	128	111	--	--
1:00 PM	105	36	139	100	--	--
2:00 PM	106	35	117	122	--	--
3:00 PM	104	37	96	143	--	--
4:00 PM	77	64	110	129	--	--
5:00 PM	49	92	88	151	--	--
Inventory	141		239		375	

1 – Includes all Zone A permit parking locations with an inventory of 141 parking spaces (Sum of Table 1, Columns 5, 6, and 7 and Table 2, Column 3)

2 – Includes all 4-hour, 2-hour, and 1-hour parking locations with an inventory of 239 parking spaces (Sum of Table 1, Columns 2 and 3, and 5). After 10:30 A.M. the Zone A/Zone C parking locations are included for a total inventory of 483 parking spaces (Sum of Table 1, Columns 2, 3, 4 and Table 2, Columns 1 and 2)

3 – Includes all 4-hour, 2-hour and Zone A parking locations with an inventory of 375 parking spaces (Sum of Table 1, Columns 3, 4, 5 and 6 and Table 2, Columns 1, 2 and 3)

KLOA and the applicant have also identified the parking demand associated with the proposed use. They identified parking demand based on anticipated staffing and client loading during typical times and during “all staff” meeting times and concluded:

On an all-staff meeting day, which occurs once a month, Engel & Völkers will have a peak parking demand of 10 advisors/employees which will occur at 9:00 A.M. and 10:00 A.M. The existing on- and off-street parking locations will be adequate in accommodating the parking demand for these meetings. After 10:00 A.M., the hourly parking demand will reflect that of a typical day.

KLOA's conclusions are:

Based on preceding parking evaluation for the proposed Engel & Völkers Chicago North Shore branch, the following was concluded:

- The proposed site will provide three parking spaces on site on the west side of the building dedicated to the tenants of the apartment units, which will meet the Village of Winnetka zoning ordinance requirements and the projected peak parking demand.
- On a typical day, Engel & Völkers will have an hourly parking demand of seven spaces for the employees and advisors. Given the proposed hours of operation and timed parking restrictions for on- and off-street parking locations in the area, advisors/employees should obtain Zone A Business Employee Parking Permits. The existing Zone A business employee parking locations in the area will be adequate in accommodating the parking demand for advisors/employees on a typical day.
- On a typical day, Engel & Völkers will have a peak hourly parking demand of one client and the existing on and off-street parking locations will be adequate in accommodating the parking demand for clients.
- On an all-staff meeting day, which occurs once a month, Engel & Völkers will have a peak parking demand of 10 advisors/employees which will occur at 9:00 A.M. and 10:00 A.M. The existing on- and off-street parking locations will be adequate in accommodating the parking demand for these meetings. After 10:00 A.M., the hourly parking demand will reflect that of a typical day.

I have reviewed KLOA's data and conclusions and concur with the findings that permitting this special use will not result in impairment of parking within the West Central Business District. It should be noted that the KLOA conclusions inaccurately state the proposed parking spaces will meet the Village zoning ordinance requirements, as the zoning ordinance does not recognize the one proposed lift parking space as complying with the off-street parking requirement. It should also be reinforced that the full-time employees and advisors will be limited to the Zone A business employee parking permit locations. It should be noted that the Zone A business employee permits are limited to one vehicle (single user), so each employee and advisors currently will be required to secure their own permit.

Attachment E – Photographs of Area Properties



560 Green Bay Road (office building to south)



566-568 Green Bay Road (mixed-use building to north)



574 Green Bay Road (restaurant to north)



Subject Property with Neighboring Properties to North



Subject Property with Neighboring Properties to South



555-571 Chestnut Street (commercial building to west)

ATTACHMENT F

My Name is Alfred Stepan and I own the property at 574 Green Bay Road.

I am here to Object to the contemplated approval of the special uses being contemplated for my neighbor at 564 GBR

As the subject property is not in the C1A overlay district I am **not here to object to its use**; but it to the relief that's customary considered for Property under a PUD (which is conservatively 4x times the size of this property's foot print or 10,000 sqft). PUD's often grant relief for Public Benefit....not sure what the benefit of the relief is here? To squeeze as much as possible in its current envelope?

As some of you are aware that I developed Fred's Garage under these same restrictions set forth by the Village which this property resides under and as such I am familiar the design restrictions.

In order to negate the Village's need for Parking to be Required on-site; its my understanding that the First Floor must be smaller than 2,500 sqft (this does not include common areas, hallways, storage etc). As such; Fred's was designed in accordance with these parameters.

In my opinion; the subject property is circumventing this requirement by the creation of a full floor basement which is to be used for Agent Officing. This is not the intent of the code. In essence the Applicant is attempting to create 5,000 sqft of Office Use as shown by the applicant's plan. The request for off-site parking is being abused here to accommodate 5,000 sqft use where it should only serve the first floor.

But I understand the rules and know how they can be interpreted and circumvented.

In regards to the Residential Portion of the building: I am under the impression that the applicant is requesting (1) off-site parking space as they can not accommodate (3) required spaces without any relief

If this property is being considered for a Transit Orientated Project – Is this the fist of new standard for the Village? Is a reduction automatically being granted because a Project can't accommodate its use on-site?

Is the Village making a statement to allow Parking Lifts to satisfy Residential Requirements? Will this precedence be acceptable for any revisions to One Winnetka, the Post Office or perhaps the library?

In regards to the Alley Way.....I am formally contesting the relief as being proposed by the Applicant. The Alley is already congested. Fred's, Cisneros, Dry Cleaners, Bunny and Babe and the Green Bay Road Café all utilize this commercial alley for loading. This is a recipe for disaster. As a user of the alley; I can predict that we will be called to clear the alley because of the vehicles can not circulate out of reduced alley.

To provide set-back relief could be causing a life-safety issue. Are the Villages largest fire trucks able to maneuver this alley? If there is a fire at Fred's or any of the adjacent properties; are they going to be able to be served by the alley?

If you recall this direct area was so tight that the Village asked me as the Property Owner of 574 GBR to provide an easement for switch gear for the village lights.....now you want to shrink the alley more?

Did KLOA test for Garbage, Delivery and Firefighting service? Where do you think they're going to deposit the snow from the alley? It's already treacherous during the winter.

What benefit is being served by the public by reducing our alley to allow parking for one building.

Some other questions are:

- The plan show's the top of the Trellis on the 4th floor to be 47 feet.....is this in accordance with the Villages standards? Didn't it used to be 35feet and tiered? Including the placement of HVAC equipment?
- ---- Isn't this an additional height variance being requested?
- Why is this property not landmarked?

From: [Al Stepan](#)
To: [Liz Dechant](#); [Planning](#)
Subject: Re: 564 GBR Hearing
Date: Thursday, May 19, 2022 1:18:32 PM

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

to reiterate; my objection pertains to traffic servicing the alley for Freds and our neighbors and having realtors parking in the loading zones.

On Thu, May 19, 2022 at 12:46 PM Al Stepan <al.stepan@svn.com> wrote:

Please note as owner the adjacent property; 574 GBR, that I object to its scale and lack of on-site parking.

I will be attending the meeting on Monday Night 5/23 @ 6pm to voice my concerns.

Al Stepan
574 Green Bay Road

--

--



Alfred C. Stepan | Managing Director
SVN | Chicago Commercial
940 W. Adams Street, Ste 200, Chicago, IL 60607
Mobile: 312.342.7005 | Office: 312.676.1879
www.svn.com | [Bio](#) | [Listings](#)

All SVN® Offices are Independently Owned and Operated



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**WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MEETING MINUTES
JUNE 13, 2022**

Zoning Board Members Present:

Matt Bradley, Chairman
Kate Casale MacNally
Kimberly Handler
Lynn Hanley
Max Weigandt

Zoning Board Members Absent:

Mike Nielsen
Todd Vender

Village Staff:

David Schoon, Director of Community Development

Case No. 22-03-SU: 564 Green Bay Road – New Mixed-Use Building: An application submitted by 564 Green Bay, LLC seeking approval of a special use permit to allow off-street parking at street level along the alley and zoning variations for a new three-story mixed-use building with a roof top deck at 564 Green Bay Road. The requested variations would permit the improvements to: (i) provide less than the minimum required off-street parking spaces for the two residential units on the second and third floors and (ii) provide less than the minimum required rear yard setback from the west property line. The Village Council has final jurisdiction on this request.

Mr. Schoon described the proposed commercial and residential unit building. He stated the Plan Commission considered the special use permit for off-street parking at street level and recommended approval of the request. Mr. Schoon then stated the Design Review Board reviewed the building's design and found the design generally in compliance with the design guidelines with additional information to be presented at the June 28, 2022, Board meeting. He identified the property's location, zoning classification and stated it is not located in the Commercial Overlay District. Mr. Schoon described surrounding business uses and that the request would be consistent with the Comprehensive Plan and commercial property zoning classification. He then referred to photographs and the existing building to be demolished. He noted the demolition permit application was approved by the Landmark Preservation Commission which found the building has no architectural or historical significance and would allow the demolition to proceed without delay.

Mr. Schoon then referred to the proposed building's rendering and proximity toward the rear property line. He also described the commercial space which would be occupied by Engel & Völkers, which as a real estate office is allowed by right. Mr. Schoon also identified the proposed parking spaces as well as a parking lift in the rear, and he noted a special use permit would not be required if parking was located underground. He informed the Board that the Plan Commission suggested the lift be eliminated from the proposal since it may contribute to alley congestion. Mr. Schoon then identified two 1,400 square foot residential units on the second and third floors and the parking requirements. He also explained the requirement for parking for commercial space on the first floor noting the proposed use did not require parking since it would occupy less than 2,500 square feet as defined by the Zoning Ordinance for parking requirement calculation purposes.

1 Mr. Schoon noted the proposed plan also included a rooftop deck for tenant use and identified the
2 proposed building height and front and rear elevations as well as the KLOA parking study. He stated the
3 Village Engineer agreed with the parking study's findings that there would be no parking impairment with
4 the employees and advisors required to obtain individual employee parking permits. Mr. Schoon
5 reiterated the special use permit related to the parking's location on the ground floor and added no
6 additional comments were received relating to the request. He stated following Board discussion, a Board
7 Member may move to recommend approval or denial as noted in the draft motion on page nos. 12-13
8 and asked if there were any questions.
9

10 Ms. Case referred to the zoning matrix and property history and questioned the existing 3-foot rear
11 setback. Mr. Schoon referred the Board to page 26 and plat of survey showing the setback at its closet
12 point. In response to a question Ms. Handler regarding the easement noted in Mr. Stepan's
13 correspondence, Mr. Schoon provided stated that easement related an easement the Village secured on
14 the Fred's Garage property for a streetscape lighting controller. Ms. Hanley asked for further explanation
15 as to why there is no commercial parking requirement, and Mr. Schoon responded it related to the
16 commercial space's size. Chairman Bradley asked how many buildings have been constructed in the
17 Commercial Overlay District over the last 5-10 years. Mr. Schoon responded the newest building in the C-
18 2 District is the Winnetka Galleria. He added the current setback in the C-2 District has been in existence
19 for at least 30 years.
20

21 Chairman Bradley then swore in those speaking to this matter. Bohdan Kaminski, the project architect,
22 and Cal Bernstein, attorney for the applicant, introduced themselves to the Board. Mr. Bernstein
23 confirmed the requested encroachment is less than the existing condition and referred to the parking
24 requirement while describing the proposed use as the best solution for the small property which is located
25 near the train station and transit-oriented district. He stated the proposed use would also decrease the
26 amount of vehicle use and would meet the Comprehensive Plan's vision while providing a variety of
27 housing which is in demand on the North Shore. Chairman Bradley asked why the applicant did not
28 propose a plan which did not include parking and necessary variation which would serve to reduce the
29 Village's traffic footprint. Mr. Bernstein responded they are not at a point where people did not need
30 vehicles yet and a plan without parking would directly affect the project's marketability. He described how
31 putting the parking in the rear would remove parking away from the Green Bay Road commercial corridor
32 and how it was impossible to have underground parking on the site. Mr. Bernstein also stated they would
33 be fine with eliminating the lift from the request.
34

35 Mr. Kaminski informed the Board he has worked exclusively on the North Shore and explained how the
36 proposal was developed for the site while describing the lot's limitations. Chairman Bradley asked Mr.
37 Kaminski if consideration was given for rear parallel parking along the alley. Mr. Kaminski explained to the
38 Board why it would not work and why the lift was included in the proposal. He then informed the Board
39 renovating the existing building was considered which would not have been viable and resulted in the
40 proposal for new construction resulting in an improvement for the area. Chairman Bradley referred to the
41 first-floor plan in Figure 9 and Mr. Kaminski explained how the parking spaces and building would be
42 accessed. Ms. Hanley asked if the access door would be locked. Mr. Kaminski explained how the tenant
43 and commercial space would be accessed as well as how packages would be delivered to the building. Mr.
44 Bernstein also explained how there would be less traffic in connection with the real estate use in terms of
45 how the business currently operated. He then stated the amount of traffic in the alley would be less than
46 that with the previous use.
47

1 Mr. Bernstein referred to the special use and zoning standards which were addressed in the application
2 and specifically relate to the lot's size. He added with regard to congestion, he referred to KLOA's parking
3 study which stated the use would not have a negative impact. Mr. Bernstein then referred to the existing
4 nonconforming structure to be removed and that the alternatives considered would have had a more
5 negative impact. He concluded by stating the proposal would result in the property's prudent and
6 judicious use and would meet the Comprehensive Plan goals and asked for the Board to provide a
7 favorable recommendation.

8
9 Chairman Bradley asked if there were any questions. Ms. Handler questioned which unit would be
10 assigned the lift. Mr. Kaminski responded the lift was a product of the parking requirement and explained
11 how it would work. No additional questions were raised at this time.

12
13 Chairman Bradley noted there are no members of the public present to comment and called the matter
14 in for discussion.

15
16 Ms. Hanley stated she had no issue with the setback portion of the request and agreed the lift should be
17 removed from the proposal. She noted she is concerned with regard to employee parking and a lack of a
18 parking requirement for a 2,500 square foot commercial use. Mr. Schoon provided the Board with options
19 concerning an approval recommendation with conditions. Mr. Weigandt agreed with the comments made
20 and commented on the amount of traffic with the previous and proposed use. Ms. Handler also agreed
21 with the comments made and stated she would not require removal of the lift from the proposal as a
22 condition. Chairman Bradley referred to special use standards (d) and (e) as well as the Engel & Völkers'
23 parking situation. Ms. Casale MacNally then referred to page 11 and the employees' and advisors' permit
24 parking requirements. Mr. Schoon provided clarification as to who would be required to obtain permits.
25 Ms. Casale MacNally then stated her concern related to street level parking that may have been intended
26 for those inside the building, to eliminate congestion on Green Bay Road. She also agreed with Ms.
27 Handler's comments relating to the applicant's preference for the lift. Chairman Bradley stated he is in
28 favor of the zoning variation request although the nonconformity would be extended with two rear
29 additional parking spaces. He also described the lift as an unnecessary liability and would encourage an
30 unnecessary amount of traffic.

31
32 Chairman Bradley then asked for a motion to recommend approval as indicated on page nos. 12 and 13.
33 Ms. Hanley moved to recommend approval of the request as indicated on page nos. 12 and 13. Ms. Casale
34 MacNally seconded the motion. A vote was taken, and the motion unanimously passed, 5 to 0:

35 AYES: Bradley, Casale MacNally, Handler, Hanley, Weigandt

36 NAYS: None



Agenda Item Executive Summary

TITLE: Resolution No. R-90-2022: Police HVAC Contract (Adoption)

PRESENTER: Brian O'Connell, Marc Hornstein

AGENDA DATE: August 2, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

The police department building was originally built in 1964, with a complete renovation in 1996 establishing a new 2-story adjacent-connected fire department building. The building's existing HVAC system consists of 5 roof top units (RTUs) that condition two floors of the police department. Except for one RTU which was replaced approximately 11 years ago, the remaining four RTUs have reached the end of their useful life (25+ years) and costly repairs are encountered and often unexpected.

Beginning in 2021, the police department initially researched replacing the existing RTUs for the building. At the time, the police department's maintenance vendor evaluated the immediate needs of replacement and provided an initial estimate of approximately \$150,000.00. This total was budgeted for the 2021 Capital Improvement Plan. However, it became apparent that a more in-depth solution was necessary to address the issues related to inconsistent heating and cooling in the building rather than simply replacing the RTUs.

Due to the existing equipment being provided by Trane U.S. Inc., a thorough evaluation of the existing system was requested and conducted by Trane representatives. To properly address multiple issues related directly to the aged system and equipment, Trane U.S. Inc. provided an estimate and plan of necessary improvements. Key recommendations included replacing the existing RTUs and VVT system (Variable Volume and Temperature) with fewer, higher efficiency RTUs and a conversion to a true VAV system (Variable Air Volume).

The pricing Trane U.S. Inc. provided was based on a contract Trane U.S. Inc. was awarded with U.S. Communities, a government purchasing alliance for public sector procurement, which is part of OMNIA Partners. The Village's current purchasing policy specifically references TCPN (The Cooperative Purchasing Network) as an option for joint purchasing programs village staff is authorized to use. OMNIA Partners acquired TCPN in 2019, making the Village a current member of OMNIA Partners.

The department is seeking approval to select Trane U.S. Inc. through the cooperative purchasing

network of OMNIA Partners to conduct HVAC improvements for the building. This project involves two phases beginning in the remaining months of 2022 with a completion goal scheduled for spring of 2023.

The final cost proposal prepared by Trane U.S. Inc. through the State of Illinois Master Purchasing Contract is \$522,592.00. The FY 2022 Building and Structures budget contains \$275,000 (account #100.26.01-615) for partial funding of the project. An additional \$250,000 is budgeted as a Capital expenditure for FY 2023. With anticipated increases in equipment costs, the price for the equipment portion of the contract could increase between the contract signing and the order date. These increases are unannounced to the vendor and will impact the proposal total.

RECOMMENDATION:

Consider approving Resolution No. R-90-2022: Authorizing the Village to Sward a Purchase Order to Trane U.S. Inc. in the amount of \$522,592.00, plus any equipment cost increases.

ATTACHMENTS:

1. Resolution No. R-90-2022: Approving a Contract with Trane U.S. Inc. for Police Station HVAC System and Control Improvements
2. Winnetka Police Department Drawings: RTU VAV TK 7-12-22

RESOLUTION NO. R-90-2022

**A RESOLUTION APPROVING A CONTRACT WITH TRANE U.S. INC.
FOR POLICE STATION HVAC SYSTEM AND CONTROL IMPROVEMENTS**

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

WHEREAS, the Village of Winnetka (“*Village*”) is a member of Omnia Partners, a purchasing cooperative representing municipalities and other government agencies; and

WHEREAS, the Village Police Station’s current HVAC system and controls have reached the end of its useful life and is in need to replacement; and

WHEREAS, Omnia Partners sought bids from HVAC companies to provide its members new HVAC systems; and

WHEREAS, Omnia Partners awarded a contract to Trane U.S. Inc. (“*Contractor*”) for Contractor to provide its members turnkey HVAC systems and controls (collectively, “*Equipment*”) pursuant to certain discounted pricing; and

WHEREAS, Contractor has proposed to provide and install the Equipment pursuant to a contract for a price not to exceed \$522,592.00 (“*Contract*”); and

WHEREAS, the Village President and Council have determined that it will serve and be in the best interest of the Village to enter into the Contract with Contractor for the purchase and installation of the Equipment;

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

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

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

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

August 2, 2022

R-90-2022

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

ADOPTED this 2nd day of August, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

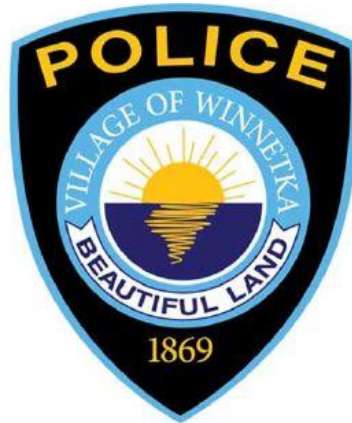
EXHIBIT A
CONTRACT

August 2, 2022

R-90-2022



Winnetka Police Department HVAC & Controls Improvements



Proposal Prepared For:

Village of Winnetka

- Brian T. O'Connell, Deputy Chief of Police

Date:

July 18th, 2022

Job Name:

Winnetka Police Department HVAC & Controls Improvements

Payment Terms:

Net 30

Delivery Terms:

Freight Allowed and Prepaid – F.O.B Factory

Proposal Expiration Date:

30 Days

**Trane / State of Illinois Master Purchasing Contract
Number: 22-510CPOGS-B-25977**

Cooperative Contract Number: USC 15-JLP-023

Trane® Commercial HVAC, Upper Midwest Region
7100 S. Madison Street Willowbrook, IL 60527 United States Tel (888) 770-6469



Trane® Turnkey Scope of Work

“Scope of Work” and notations within are based on the existing as-built drawings of the facility and on the multiple site surveys performed by the Trane team with Winnetka Police Department staff's assistance.

Please also reference Proposal Attachment for additional detail:

- *Trane Winnetka Police Dept Design Drawings*

Demolition/Removals

➤ Basement

- Remove eight (8) existing reheat coils
- Demo and make safe existing electric duct heater power feeds to be reused
- Remove existing zone sensors for reheat coils

➤ First Floor

- Remove twelve (12) existing VVT dampers and make room for new VAV boxes with electric reheat
- Remove existing zone sensors for VVT dampers
- Remove two (2) existing VVT control panels mounted on walls
- Remove VVT bypass dampers and ducts at Rooftop Unit (RTU)-04 and RTU-05, cap holes in Supply Air (SA) and Return Air (RA) ductwork
- Removal of RTU-01, RTU-05, and RTU-05 (*three units to be replaced*). Reuse duct drops.
- Removal of RTU-03 and RTU-08. Seal duct drops.

➤ Roof

- Disconnect and make safe existing gas and electrical connections from five (5) RTUs
- Crane and remove five (5) existing RTUs from roof
- RTU-03 and RTU-08 to be permanently removed
- Demo gas lines from RTU-03 and RTU-08 back to main below roof and cap
- Demo electrical feeds to RTU-03 and RTU-08 to nearest junction box below roof

➤ Additional Electrical Demo Inclusions

- All required Electrical Disconnects/Supply & make safe
- Disconnect and reconnect of existing smoke detectors
- Demo existing thermostats and zone sensors to be replaced



Proposed Work – Furnish and Install

- **New Equipment Summary**
 - One (1) 12.5-ton Trane® Precedent High Efficiency VAV Rooftop Unit
 - One (1) 15-ton Trane® Precedent High Efficiency VAV Rooftop Unit
 - One (1) 17.5-ton Trane® Precedent High Efficiency VAV Rooftop Unit
 - Three (3) Roof Curb Adapters
 - Twenty-Four (24) Variable Air Volume (VAV) Boxes with SCR Electric Reheat
 - Two (2) 200A Electrical Panel Boards
- **Basement**
 - Reconnect and extend existing power feeds to new VAV Boxes
 - Install eight (8) VAV Boxes with electric reheat at existing electric duct heater locations
 - Replace eight (8) existing electric duct heater thermostats with new Air-Fi Wireless VAV space temperature sensors
- **First Floor**
 - Install two (2) new Electrical Sub Panels to power new VAVs with SCR electric reheat
 - Run new power feeds to VAVs
 - Install Air-Fi Wireless zone sensors on all new VAVs, except for VAV 5-01, which will have a vandal-resistant hard wired flat plate sensor
 - Install sixteen (16) VAV boxes with SCR electric reheat at existing VVT damper locations, connect to existing ductwork
 - Run new Supply and Return duct work and cap bypass locations
- **Roof**
 - Install three (3) new curb adapters and new RTU-01, RTU-04, & TRU-05 to replace existing RTUs
 - Crane and install (3) new rooftop units
 - Cap, seal, and insulate curbs at roof for RTU-03 and RTU-08 (*units permanently removed*)
 - Extend and reconnect existing gas lines
 - Extend and reconnect existing electrical feeds
 - Install new PVC condensate drain lines to nearest roof drain
 - Install factory provided economizers on new RTUs
- All required Mechanical Installation (*see Design Drawing M1-M7 for installation notes & equipment details*)
- All required Electrical Installation (*see Design Drawing E1 for installation notes*)
- All required Controls/Building Automation System Installation & Upgrades (*see Design Drawing E1 for installation notes*)
- Cranes
- Pre-and-post Testing & Balancing
- Equipment/system Startup
- Final Commissioning



Trane® Turnkey Inclusions for Village of Winnetka

- Contract Compliance with State of Illinois Master Purchasing Agreement, OMNIA Partners Coop Contract.
- Mechanical, Electrical, and Structural Engineering
- All required Installation/Subcontracting for Scope of Work items
- Engineered Design Plans provided to Village of Winnetka
- Trane Turnkey Project Manager, Single Point of Contact
- Trane will assist with document prep required for Permits

General Exclusions:

- Permit costs & fees
- Taxes
- Performance and Payment Bonds
- Asbestos abatement
- Premium time
- Upgrading existing non-compliant code issues outside of our Scope of Work
- Temporary services
- Any other services not explicitly outlined within this Proposal



Total Turnkey Proposal Price.....\$522,592.00

Respectfully submitted,

Ankur Bhatia

Account Manager

Trane® Owner Direct

312.318.1226 cell

ankur.bhatia@trane.com

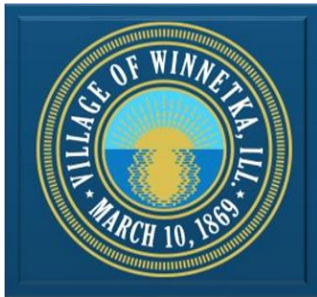
Tim Reynolds

Account Executive

Trane® Turnkey Contracting

312.771.7436 cell

Timothy.Reynolds@trane.com



Acceptance of Proposal By

Customer: Village of Winnetka

Date Village of Winnetka Authorized Representative

Date Signature



COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.



4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within

thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.



10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.



16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (if) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.



22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned

Trane® Commercial HVAC, Upper Midwest Region
7100 S. Madison Street Willowbrook, IL 60527 United States Tel (888) 770-6469



and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.



Winnetka Police
Department

410 Green Bay Rd.
Winnetka, IL 60093

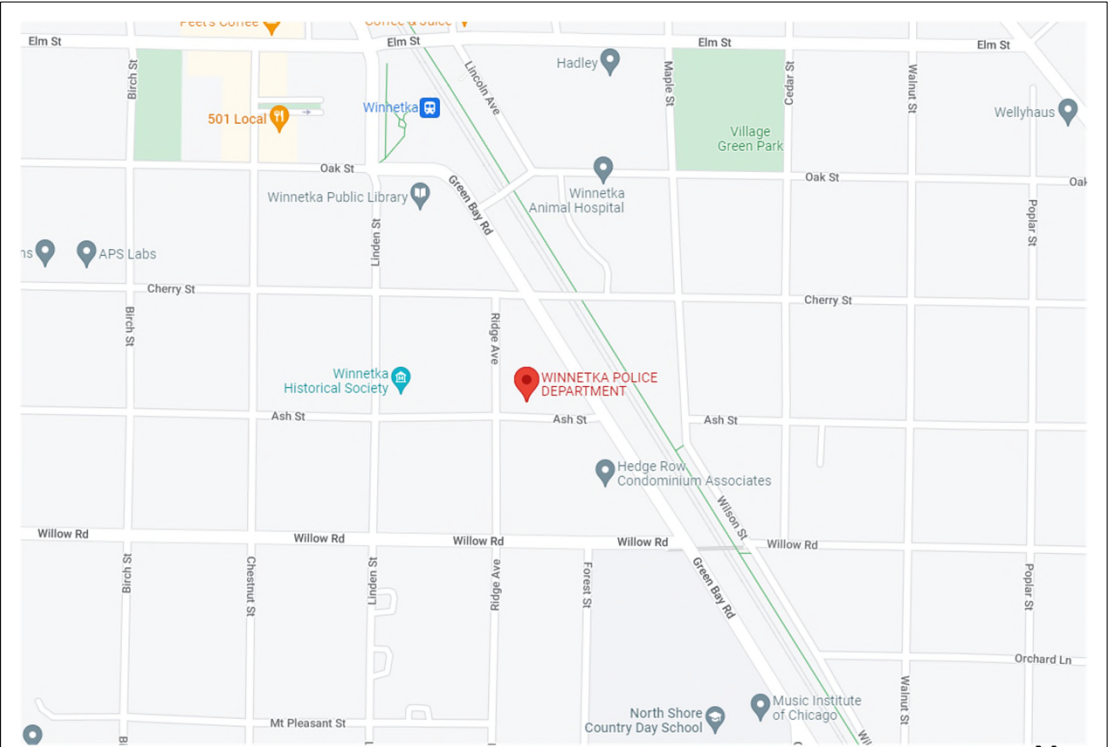
Project:
HVAC Upgrade

NEW WORK:
Demo (5) RTUs. Replace with
(3) RTUs and install VAV boxes
with electric reheat



SATELLITE VIEW

Truck Staging Crane Location



VICINITY MAP

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TRANE
TRANE TECHNOLOGIES
Trane.com/Chicago
7100 South Madison Street
Willowbrook, IL 60527
P. 630-734-3200
F. 630-323-9040

410 Green Bay Rd.
Winnetka, IL 60093

Winnetka Police
Department

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DRAWINGS, DETAILS OF SPECIFICATION
DATA MAY NOT BE REPRODUCED OR
DUPLICATED NOR MAY ANY WORK BE
EXECUTED HEREFROM WITHOUT THE
WRITTEN AUTHORIZATION OF TRANE.

Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

TITLE PAGE

T-1

Demolition

- Demo Notes:
- Demo (8) existing electric reheat coils
 - Demo/make safe existing 277V / 1 Phase electric duct heater power feeds to be reused
 - Remove existing zone sensors for reheat coils

Demo (8) electric duct heaters and make room for new VAV boxes



Installation

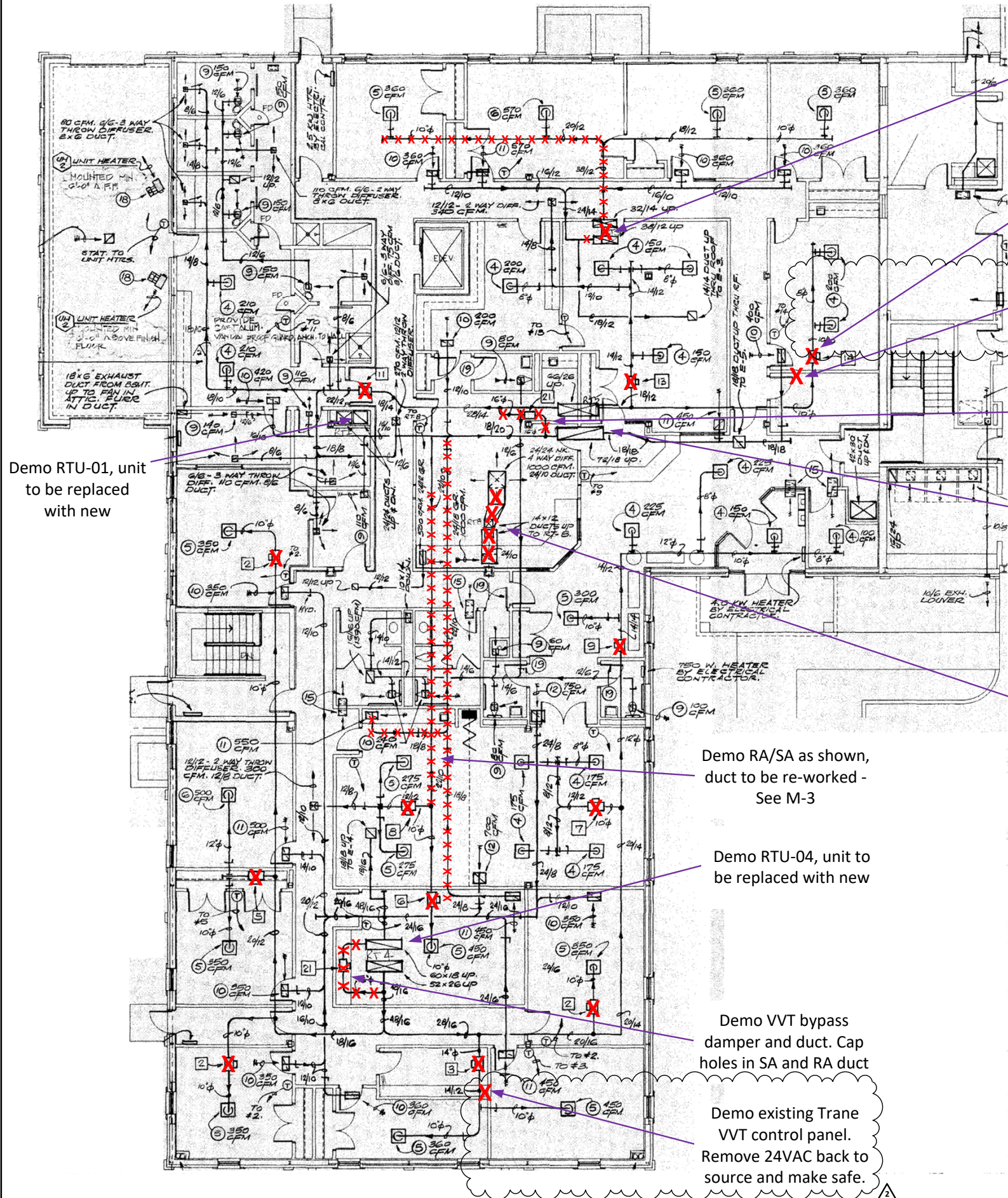
- Installation Notes:
- Reconnect and extend existing 277V / 1 Phase power feeds to new VAVs
 - Install (8) VAV boxes with electric reheat at existing electric duct heater locations
 - Replace (8) existing electric duct heater thermostats with new Air-Fi wireless VAV space temperature sensors
 - Install (2) 200A CB's in empty spaces of existing 480 V 3 Phase Switchboard "SWB"

Install (8) VAV boxes with electric reheat at existing electric duct heater locations

Replace (8) existing electric duct heater thermostats with new wireless VAV space temperature sensor

Existing electrical room, install (2) 200A CB's in empty spaces of existing 480 V 3 Phase Switchboard "SWB"

Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update



Demo RTU-03, insulate, cap, and seal duct drops on roof. SA & RA duct to be reused and re-worked where possible

Demo (12) VVT dampers and make room for new VAV boxes

Demo existing Trane VVT control panel. Remove 24VAC back to source and make safe.

Demo VVT bypass damper and duct. Cap holes in SA and RA duct

Demo RTU-05, unit to be replaced with new

Demo RTU-08 and humidifier, insulate, cap, and seal duct drops on roof. SA to be reused and re-worked

Demo RA/SA as shown, duct to be re-worked - See M-3

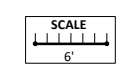
Demo RTU-04, unit to be replaced with new

Demo VVT bypass damper and duct. Cap holes in SA and RA duct

Demo existing Trane VVT control panel. Remove 24VAC back to source and make safe.

Demolition

- Demo Notes:**
- Demo (12) existing VVT dampers and make room for new VAV boxes with electric reheat
 - Remove existing zone sensors for VVT dampers
 - Demo (2) existing VVT control panels mounted on walls
 - Demo VVT bypass dampers and ducts at RTU-04 and RTU-05, cap holes in SA and RA duct
 - Demo RTU-01, RTU-04, and RTU-05, units to be replaced, reuse duct drops
 - Demo RTU-03 and RTU-08, insulate, cap, and seal duct drops on roof
 - RTU-03 and RTU-08 SA and RA ductwork to be removed or re-worked in spaces as shown on M-3



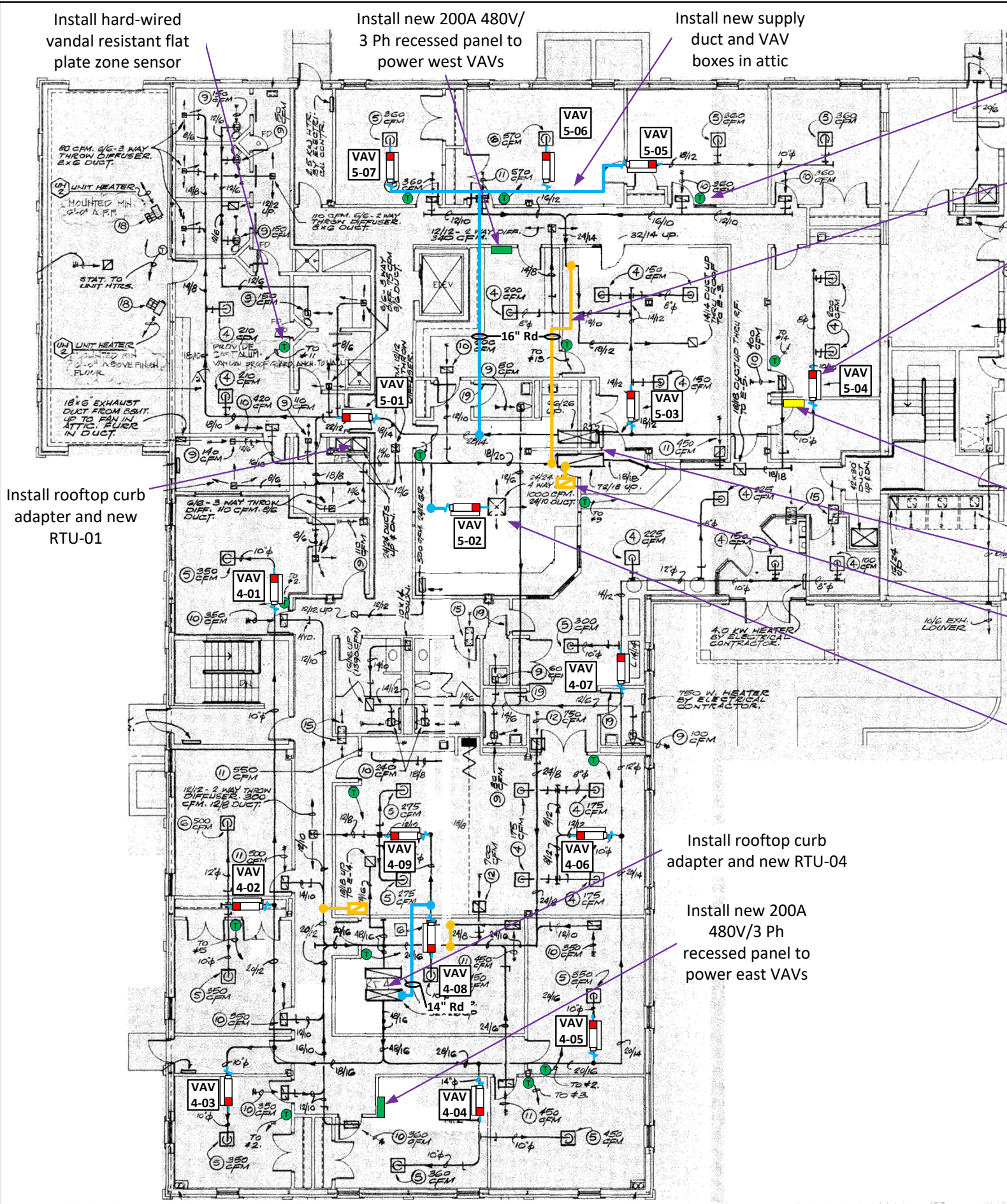
Winnetka Police Department
410 Green Bay Rd.
Winnetka, IL 60093

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Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

FIRST FLOOR DEMO PLAN

M-2



Installation

Installation Notes:

- Install (2) new 200A 480V/3 Ph sub panels to power new VAVs with SCR electric reheat (See E-1)
- Run new 480V/3 Phase power feeds to (16) new VAVs
- Install Air-Fi wireless zone sensors on all new VAVs except for VAV 5-01, which will have a vandal-resistant hard wired flat plate sensor
- Install (16) VAV boxes with SCR electric reheat at existing VVT damper locations, connect to existing duct
- Run new supply and return duct and cap bypass locations as shown on plan
- Install curb adapters and new RTU-01, 04, & 05 to replace existing rooftop units
- Cap, seal, and insulate curbs at roof for RTU-03 & 08, rooftop units removed permanently



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Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

FIRST FLOOR
INSTALLATION PLAN

M-3

410 Green Bay Rd.
Winnetka, IL 60093

Winnetka Police
Department

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Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

ROOF PLAN

M-4

Demolition

Demo Notes:

- Disconnect and make safe existing gas and electrical connections from (5) RTUs
- Crane and remove (5) existing RTUs from roof, Trane to provide crane
- RTU-03 and RTU-08 to be permanently removed, cap, insulate, and seal existing curbs
- Demo gas lines from RTU-03 and RTU-08 back to main on roof and cap
- Demo electrical feeds to RTU-03 & RTU-08 back to nearest junction box below roof
- Disconnect/Relocate/Reconnect existing antennas mounted on RTU-01 and RTU-03, coordinate with Trane PM before disconnecting

Demo RTU-03, insulate, cap, and seal existing curb on roof

Remove existing RTU, install new curb adapter, and install new 17.5T RTU

Demo RTU-08, insulate, cap, and seal existing curb on roof

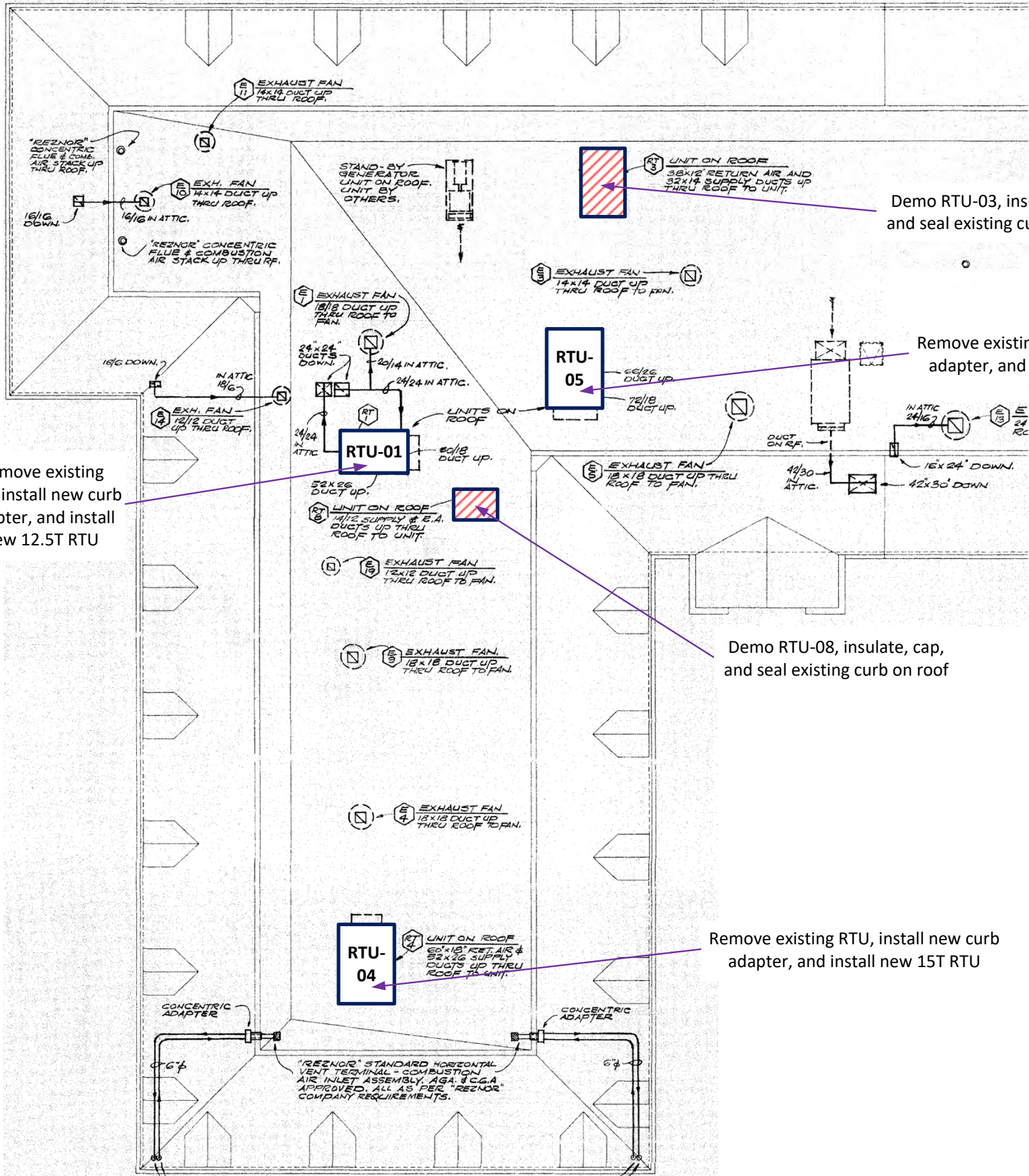
Remove existing RTU, install new curb adapter, and install new 15T RTU

Remove existing RTU, install new curb adapter, and install new 12.5T RTU

Installation

Installation Notes:

- Install (3) new curb adapters for new rooftop units RTU-01, 03, & 04
- Crane and install (3) new rooftop units, Trane to provide crane
- Extend and re-connect existing gas lines
- Extend and re-connect existing electrical feeds
- Install new PVC condensate drain lines to nearest roof drain
- Install factory provided economizers on new RTUs
- Replace pipe portal caps on RTU-01, 03, & 04



Trane Precident Gas/Electric Packaged Rooftop

RTU-01
Basement

Unit Overview - YS150A4S0H**K4C0A1B300A400000000000000

Application	Unit Size	Supply Fan	External Dimensions (in.)	Operating Weight	EER	IEER/SEER	Elevation
DX Cooling / Gas	12.5 Ton	Airflow 5000 cfm External Static Pressure 1.960 in H2O	Height 4.24 ft Width 5.26 ft Length 8.30 ft	1590.0 lb	10.8 EER	14.5 EER	0.00 ft

Unit Features
Fresh Air Selection Downflow Low Leak Economizer DB with BR
Hinged Service Access/Filter Hinged Access Panels with 2-in MERV 8

Unit Electrical
Voltage/phase/hertz 460/60/3
MCA 33.00 A
MOP 45.00 A

Controls
Unit Controls Symbio 700
Communications Option Advanced Controls and AirFi
System Monitoring Controls 1 Clogged Filter & Condensate Overflow
SupplyFan/Drive/ MotorType Multiple Zone with Standard Motor
Options Module Without options module

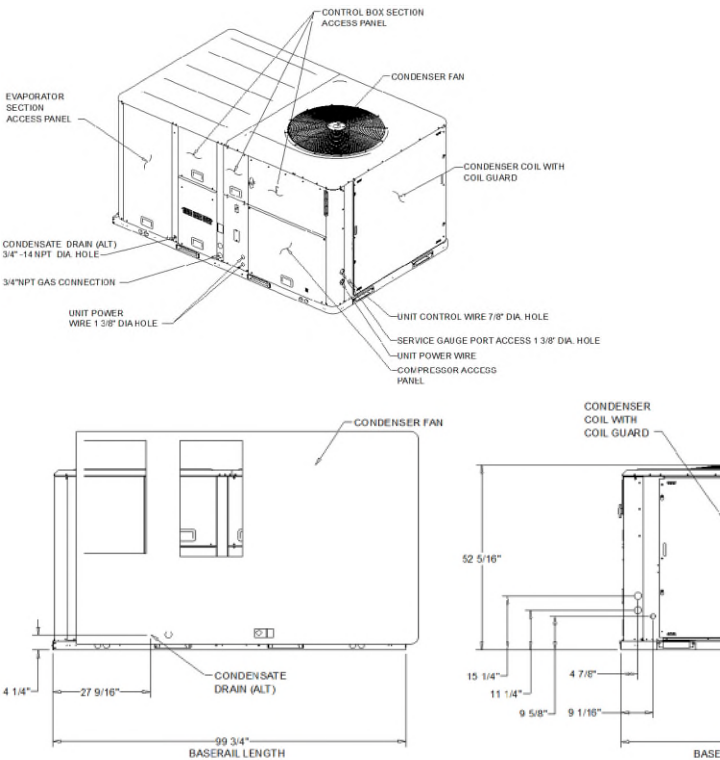
Cooling Section	
Entering Dry Bulb 80.00 F	Capacity
Entering Wet Bulb 67.00 F	Gross Total 154.22 MBH
Ambient Temp 95.00 F	Gross Sensible 118.62 MBH
Leaving Coil Dry Bulb 57.95 F	Net Total 146.84 MBH
Leaving Coil Wet Bulb 56.39 F	Net Sensible 111.24 MBH
Leaving Unit Dry Bulb 60.06 F	Fan Motor Heat 7.38 MBH
Leaving Unit Wet Bulb 57.83 F	Refrig Charge/Circuit 1 11.4 lb
	Saturated Discharge Temperature 122.46 F
	Saturated Suction Temperature 50.92 F

Heating Section
Heat Type Base Model
Heating Stages High Gas Heat
Output Heating Capacity 202.50 MBh
Output Heating Capacity with Fan 214.44 MBh
Heating EAT 70.00 F
Heating LAT 113.94 F
Heating Temp Rise 43.94 F

Fan Section	
Indoor Fan Data	
Airflow Application	Downflow
Design ESP	0.700 in H2O
Component SP	0.840 in H2O
Heat SP	0.420 in H2O
Total SP	1.960 in H2O
Indoor Fan Performance	
Airflow	5000 cfm
Supply Motor Horsepower	4.700 hp
Indoor Motor Operating Power	3.448 hp
Indoor RPM	1725 rpm
Evap Fan FLA	5.50 A
Outdoor Fan Data	
Type	Multiple Zone with Standard Motor

Compressor Section
Circuit 1 RLA 14.60 A
Circuit 2 RLA 6.50 A

Warranty
Labor (first year) 1st Yr Labor Whole Unit
Labor-beyond first year 2nd-5th Yr Labor Whole Unit
Parts less compressor warranty 4th-5th yr parts less compr warranty



12.5 TON STANDARD GAS/ELECTRIC UNIT
DIMENSION DRAWING

Trane Precident Gas/Electric Packaged Rooftop

RTU-04
East VAVs

Unit Overview - YS180A4S0H**K4C0A1B300A400000000000000

Application	Unit Size	Supply Fan	External Dimensions (in.)	Operating Weight	EER	IEER/SEER	Elevation
DX Cooling / Gas	15 Ton	Airflow 6000 cfm External Static Pressure 1.830 in H2O	Height 4.92 ft Width 7.25 ft Length 10.25 ft	2132.0 lb	10.8 EER	14.5 EER	0.00 ft

Unit Features
Fresh Air Selection Downflow Low Leak Economizer DB with BR
Hinged Service Access/Filter Hinged Access Panels with 2-in MERV 8

Unit Electrical
Voltage/phase/hertz 460/60/3
MCA 41.00 A
MOP 50.00 A

Controls
Unit Controls Symbio 700
Communications Option Advanced Controls and AirFi
System Monitoring Controls 1 Clogged Filter & Condensate Overflow
SupplyFan/Drive/ MotorType Multiple Zone with Standard Motor
Options Module Without options module

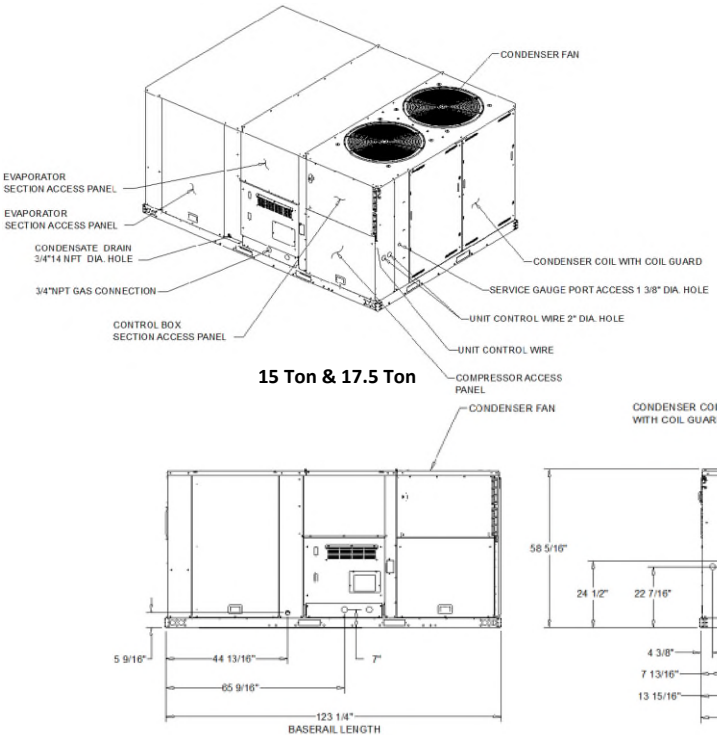
Cooling Section	
Entering Dry Bulb 80.00 F	Capacity
Entering Wet Bulb 67.00 F	Gross Total 189.06 MWh
Ambient Temp 95.00 F	Gross Sensible 146.62 MWh
Leaving Coil Dry Bulb 57.09 F	Net Total 180.79 MWh
Leaving Coil Wet Bulb 56.80 F	Net Sensible 138.35 MWh
Leaving Unit Dry Bulb 58.83 F	Fan Motor Heat 8.27 MWh
Leaving Unit Wet Bulb 57.49 F	Refrig Charge/circuit 1 14.5 lb
	Saturated Discharge Temperature 121.42 F
	Saturated Suction Temperature 51.15 F

Heating Section
Heat Type Base Model
Heating Stages High Gas Heat
Output Heating Capacity 324.00 MBh
Output Heating Capacity with Fan 331.87 MBh
Heating EAT 70.00 F
Heating LAT 128.59 F
Heating Temp Rise 58.59 F

Fan Section	
Indoor Fan Data	
Airflow Application	Downflow
Design ESP	1.400 in H2O
Component SP	0.450 in H2O
Heat SP	0.020 in H2O
Total SP	1.830 in H2O
Indoor Fan Performance	
Airflow	6000 cfm
Supply Motor Horsepower	3.100 hp
Indoor Motor Operating Power	4.502 hp
Indoor RPM	1904 rpm
Evap Fan FLA	4.60 A
Outdoor Fan Data	
Type	Multiple Zone with Standard Motor

Compressor Section
Circuit 1 RLA 16.70 A
Circuit 2 RLA 8.20 A

Warranty
Labor (first year) 1st Yr Labor Whole Unit
Labor-beyond first year 2nd-5th Yr Labor Whole Unit
Parts less compressor warranty 4th-5th yr parts less compr warranty



15 Ton & 17.5 Ton STANDARD GAS/ELECTRIC UNIT
DIMENSION DRAWING

Trane Precident Gas/Electric Packaged Rooftop

RTU-05
West VAVs

Unit Overview - YS1210A4S0H**K4C0A1B300A400000000000000

Application	Unit Size	Supply Fan	External Dimensions (in.)	Operating Weight	EER	IEER/SEER	Elevation
DX Cooling / Gas	17.5 Ton	Airflow 7000 cfm External Static Pressure 1.708 in H2O	Height 4.92 ft Width 7.25 ft Length 10.25 ft	2162.0 lb	10.8 EER	14.5 EER	0.00 ft

Unit Features
Fresh Air Selection Downflow Low Leak Economizer DB with BR
Hinged Service Access/Filter Hinged Access Panels with 2-in MERV 8

Unit Electrical
Voltage/phase/hertz 460/60/3
MCA 49.00 A
MOP 60.00 A

Controls
Unit Controls Symbio 700
Communications Option Advanced Controls and AirFi
System Monitoring Controls 1 Clogged Filter & Condensate Overflow
SupplyFan/Drive/ MotorType Multiple Zone with Standard Motor
Options Module Without options module

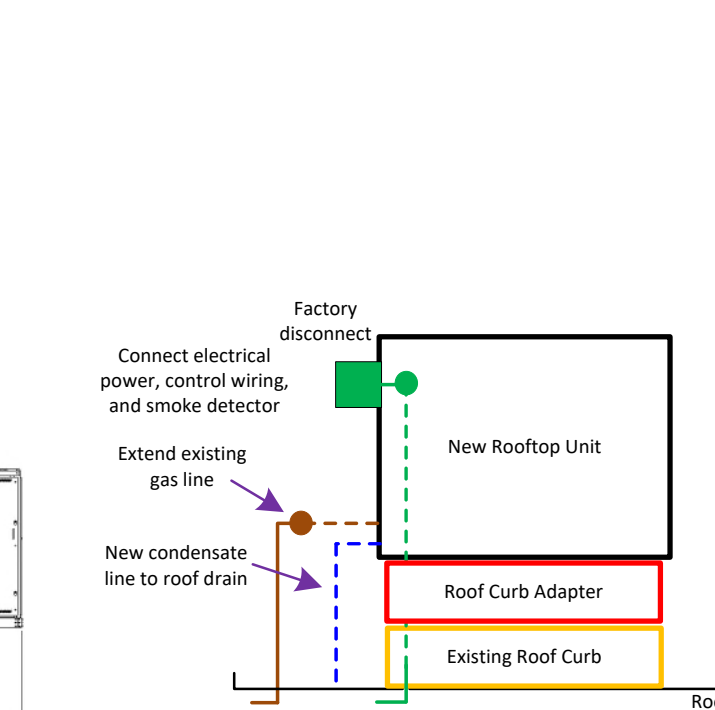
Cooling Section	
Entering Dry Bulb 80.00 F	Capacity
Entering Wet Bulb 67.00 F	Gross Total 216.48 MBH
Ambient Temp 95.00 F	Gross Sensible 163.09 MBH
Leaving Coil Dry Bulb 57.89 F	Net Total 206.40 MBH
Leaving Coil Wet Bulb 56.77 F	Net Sensible 153.02 MBH
Leaving Unit Dry Bulb 60.24 F	Fan Motor Heat 10.97 MBH
Leaving Unit Wet Bulb 57.70 F	Refrig Charge/Circuit 14.2 lb
Saturated Discharge Temperature	120.51 F
Saturated Suction Temperature	50.07 F

Heating Section
Heat Type Base Model
Heating Stages High Gas Heat
Output Heating Capacity 324.00 MBh
Output Heating Capacity with Fan 331.87 MBh
Heating EAT 70.00 F
Heating LAT 120.22 F
Heating Temp Rise 50.22 F

Fan Section	
Indoor Fan Data	Indoor Fan Performance
Airflow Application Downflow	Airflow 7000 cfm
Design ESP 1.400 in H2O	Supply Motor Horsepower 3.100 hp
Component SP 0.547 in H2O	Indoor Motor Operating Power 3.829 hp
Heat SP 0.039 in H2O	Indoor RPM 1429 rpm
Total SP 1.708 in H2O	Evap Fan FLA 4.60 A
	Outdoor Fan Data
	Type Multiple Zone with Standard Motor

Compressor Section
Circuit 1 RLA 19.40 A
Circuit 2 RLA 9.90 A

Warranty
Labor (first year) 1st Yr Labor Whole Unit
Labor-beyond first year 2nd-5th Yr Labor Whole Unit
Parts less compressor warranty 4th-5th yr parts less compr warranty



Rooftop Unit Detail
(Typical for 3)

7100 South Madison Street
Willowbrook, IL 60527
P. 630-734-3200
F. 630-323-9040

Winnetka Police
Department
410 Green Bay Rd.
Winnetka, IL 60093

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Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

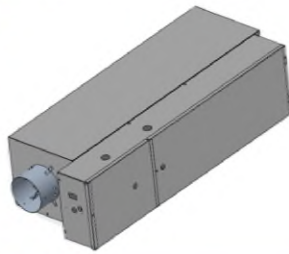
ROOFTOP EQUIPMENT

M-5

Variable Air Volume Single Duct

Unit Overview - VAV - 1 - 01				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	8" (203mm)	800 cfm	720 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.080 in H ₂ O
Cooling inlet velocity	2292 ft/min
Valve heating airflow	720 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	
Full load amps	14.44 A
Max fuse size	20.00 A
Min circuit ampacity	18.05 A

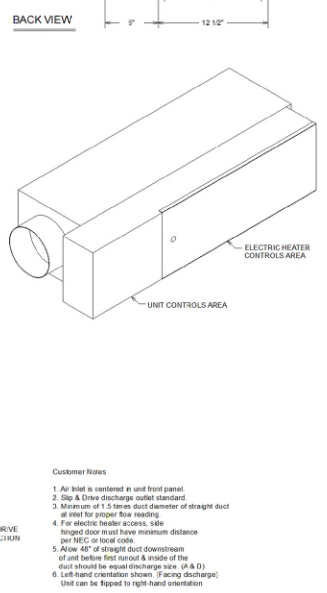
Controls and Sensors	
Actuator	Standard actuator
DTS & HW Valve Harness	Duct temperature sensor - factory mounted
Wireless Sensor Options	Air - Fi Wireless Communication Module
Wireless Zone Sensor	Trane Air-Fi - WCS-SD (display)

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer

Warranty	
Labor warranty first year	1st year labor warranty whole unit

Heating Coil	
Primary EDB	55.00 F
Room heating setpoint	68.00 F
Room heat loss	3.50 MWh
Unit LAT	72.49 F
Coil heating capacity	13.66 MWh
Electric heater voltage	277/1
Electric heater kilowatt	4.0
Electric heater stage	1
Electric heater control	Basic SCREH control

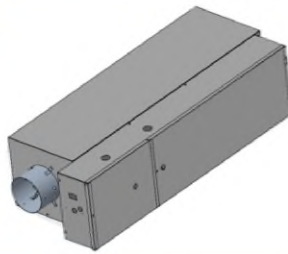
Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer



Variable Air Volume Single Duct

Unit Overview - VAV - 1 - 02				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	6" (152mm)	370 cfm	330 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.120 in H ₂ O
Cooling inlet velocity	1884 ft/min
Valve heating airflow	330 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	
Full load amps	7.22 A
Max fuse size	15.00 A
Min circuit ampacity	9.03 A

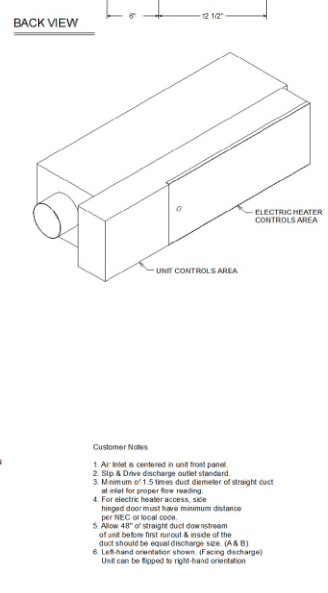
Controls and Sensors	
Actuator	Standard actuator
DTS & HW Valve Harness	Duct temperature sensor - factory mounted
Wireless Sensor Options	Air - Fi Wireless Communication Module
Wireless Zone Sensor	Trane Air-Fi - WCS-SD (display)

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer

Warranty	
Labor warranty first year	1st year labor warranty whole unit

Heating Coil	
Primary EDB	55.00 F
Room heating setpoint	68.00 F
Room heat loss	2.16 MWh
Unit LAT	74.08 F
Coil heating capacity	6.83 MWh
Electric heater voltage	277/1
Electric heater kilowatt	2.0
Electric heater stage	1
Electric heater control	Basic SCREH control

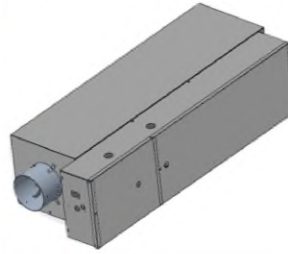
Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer



Variable Air Volume Single Duct

Unit Overview - VAV - 1 - 03				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	6" (152mm)	450 cfm	410 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.180 in H ₂ O
Cooling inlet velocity	2292 ft/min
Valve heating airflow	410 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	
Full load amps	9.03 A
Max fuse size	15.00 A
Min circuit ampacity	11.28 A

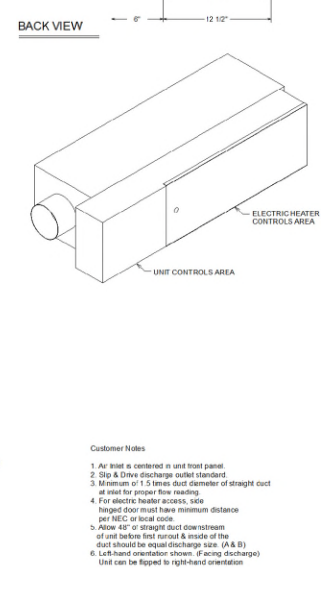
Controls and Sensors	
Actuator	Standard actuator
DTS & HW Valve Harness	Duct temperature sensor - factory mounted
Wireless Sensor Options	Air - Fi Wireless Communication Module
Wireless Zone Sensor	Trane Air-Fi - WCS-SD (display)

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer

Warranty	
Labor warranty first year	1st year labor warranty whole unit

Heating Coil	
Primary EDB	55.00 F
Room heating setpoint	68.00 F
Room heat loss	2.75 MWh
Unit LAT	74.19 F
Coil heating capacity	8.54 MWh
Electric heater voltage	277/1
Electric heater kilowatt	2.5
Electric heater stage	1
Electric heater control	Basic SCREH control

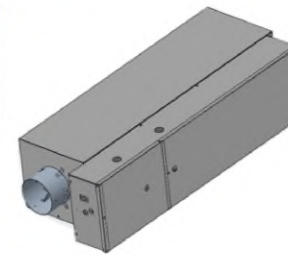
Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer



Variable Air Volume Single Duct

Unit Overview - VAV - 1 - 04				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	5" (127mm)	190 cfm	170 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.010 in H ₂ O
Cooling inlet velocity	1393 ft/min
Valve heating airflow	170 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	
Full load amps	3.61 A
Max fuse size	15.00 A
Min circuit ampacity	4.51 A

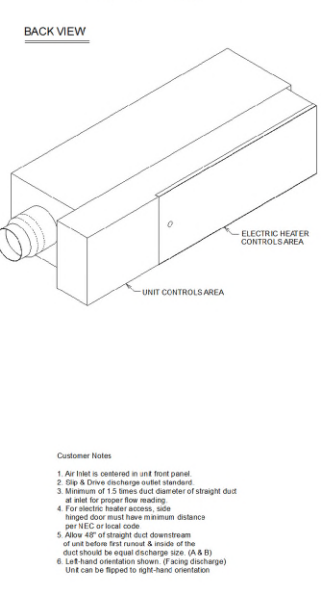
Controls and Sensors	
Actuator	Standard actuator
DTS & HW Valve Harness	Duct temperature sensor - factory mounted
Wireless Sensor Options	Air - Fi Wireless Communication Module
Wireless Zone Sensor	Trane Air-Fi - WCS-SD (display)

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer

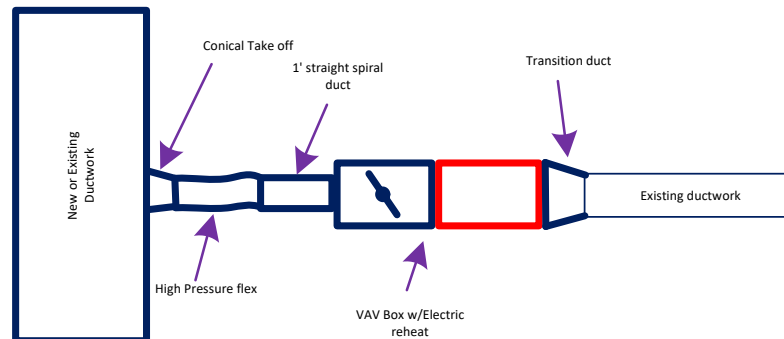
Warranty	
Labor warranty first year	1st year labor warranty whole unit

Heating Coil	
Primary EDB	55.00 F
Room heating setpoint	68.00 F
Room heat loss	1.02 MWh
Unit LAT	73.51 F
Coil heating capacity	3.41 MWh
Electric heater voltage	277/1
Electric heater kilowatt	1.0
Electric heater stage	1
Electric heater control	Basic SCREH control

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer



VAV EQUIPMENT SCHEDULE												
TAG	AREA SERVED	CLG CFM		HTG CFM		LOCAL HEAT MIN	ELEC REHEAT	MODEL NUMBER	SIZE	SERVED BY	BUILDING CONTROLLER	NOTES
		MAX	MIN	MAX	MIN							
VAV - 1 - 01	Basement	800	720	520	520	520	4 kW	VCEF	8"	RTU-01	SC - 01	Replaces EC-1
VAV - 1 - 02	Basement	370	330	240	240	240	2 kW	VCEF	6"	RTU-01	SC - 01	Replaces EC-2
VAV - 1 - 03	Basement	450	410	300	300	300	2.5 kW	VCEF	6"	RTU-01	SC - 01	Replaces EC-3
VAV - 1 - 04	Basement	190	170	130	130	130	1 kW	VCEF	5"	RTU-01	SC - 01	Replaces EC-4
VAV - 1 - 05	Basement	90	80	60	60	60	1 kW	VCEF	4"	RTU-01	SC - 01	Replaces EC-5
VAV - 1 - 06	Basement	1200	1080	780	780	780	6 kW	VCEF	10"	RTU-01	SC - 01	Replaces EC-6
VAV - 1 - 07	Basement	350	320	230	230	230	2 kW	VCEF	6"	RTU-01	SC - 01	Replaces EC-7
VAV - 1 - 08	Basement	650	590	430	430	430	3.5 kW	VCEF	8"	RTU-01	SC - 01	Replaces EC-8
VAV - 4 - 01	1st Floor East	350	320	230	230	230	2.5 kW	VCEF	6"	RTU-04	SC - 01	Replaces VVT Tag 2
VAV - 4 - 02	1st Floor East	850	770	560	560	560	5.5 kW	VCEF	10"	RTU-04	SC - 01	Replaces VVT Tag 5
VAV - 4 - 03	1st Floor East	350	320	230	230	230	2.5 kW	VCEF	6"	RTU-04	SC - 01	Replaces VVT Tag 2
VAV - 4 - 04	1st Floor East	810	730	530	530	530	5 kW	VCEF	10"	RTU-04	SC - 01	Replaces VVT Tag 3
VAV - 4 - 05	1st Floor East	350	320	230	230	230	2.5 kW	VCEF	6"	RTU-04	SC - 01	Replaces VVT Tag 2
VAV - 4 - 06	1st Floor East	700	630	460	460	460	4.5 kW	VCEF	8"	RTU-04	SC - 01	Replaces VVT Tag 7
VAV - 4 - 07	1st Floor East	1000	900	650	650	650	6.5 kW	VCEF	10"	RTU-04	SC - 01	Replaces VVT Tag 9
VAV - 4 - 08	1st Floor East	450	410	300	300	300	2.5 kW	VCEF	8"	RTU-04	SC - 01	Replaces VVT Tag 6
VAV - 4 - 09	1st Floor East	650	590	430	430	430	3.5 kW	VCEF	8"	RTU-04	SC - 01	Replaces VVT Tag 8
VAV - 5 - 01	1st Floor West	1590	1430	1050	1050	1050	10 kW	VCEF	12"	RTU-05	SC - 01	Replaces VVT Tag 11 (Install vandal-proof stat guard)
VAV - 5 - 02	1st Floor West	1000	900	650	650	650	5.5 kW	VCEF	10"	RTU-05	SC - 01	New VAV (Repl. RT-8)
VAV - 5 - 03	1st Floor West	990	890	650	650	650	5.5 kW	VCEF	10"	RTU-05	SC - 01	Replaces VVT Tag 13
VAV - 5 - 04	1st Floor West	400	360	260	260	260	3 kW	VCEF	8"	RTU-05	SC - 01	Replaces VVT Tag 14
VAV - 5 - 05	1st Floor West	720	650	470	470	470	5 kW	VCEF	8"	RTU-05	SC - 01	New VAV (Repl. RT-3)
VAV - 5 - 06	1st Floor West	570	520	370	370	370	4 kW	VCEF	8"	RTU-05	SC - 01	New VAV (Repl. RT-3)
VAV - 5 - 07	1st Floor West	360	320	230	230	230	3 kW	VCEF	6"	RTU-05	SC - 01	New VAV (Repl. RT-3)



VAV BOX DETAIL
(Typical for 24)
NOT TO SCALE

Variable Air Volume Single Duct

Unit Overview - VAV - 1 - 04				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	5" (127mm)	190 cfm	170 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.010 in H ₂ O
Cooling inlet velocity	1393 ft/min
Valve heating airflow	170 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	
Full load amps	3.61 A
Max fuse size	15.00 A
Min circuit ampacity	4.51 A

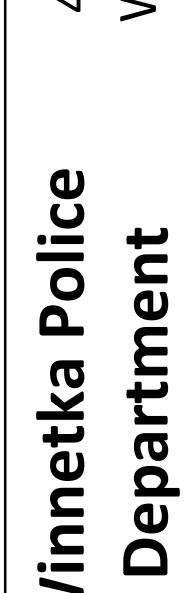
Controls and Sensors	
Actuator	Standard actuator
DTS & HW Valve Harness	Duct temperature sensor - factory mounted
Wireless Sensor Options	Air - Fi Wireless Communication Module
Wireless Zone Sensor	Trane Air-Fi - WCS-SD (display)

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer

Warranty	
Labor warranty first year	1st year labor warranty whole unit

Heating Coil	
Primary EDB	55.00 F
Room heating setpoint	68.00 F
Room heat loss	1.02 MWh
Unit LAT	73.51 F
Coil heating capacity	3.41 MWh
Electric heater voltage	277/1
Electric heater kilowatt	1.0
Electric heater stage	1
Electric heater control	Basic SCREH control

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer



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Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

VAV EQUIPMENT

M-6

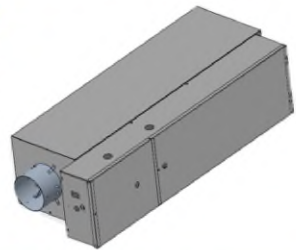
410 Green Bay Rd.
Winnetka, IL 60093

Winnetka Police
Department

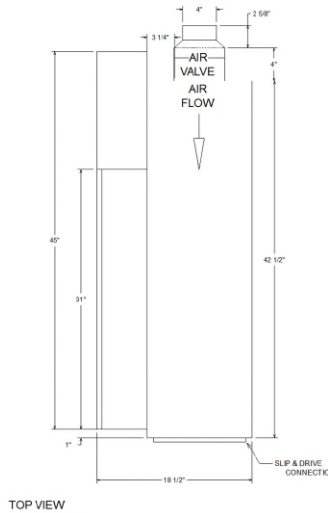
Variable Air Volume Single Duct

Unit Overview - VAV - 1 - 05 table with columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls

Construction and Airflow table with rows: APD @ cooling airflow, Cooling inlet velocity, Valve heating airflow, Unit insulation, Elevation, Operating weight, Air Leakage Class



Electrical, Heating Coil, Controls and Sensors, Accessory Options, Warranty sections for VAV-1-05

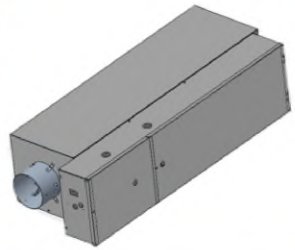


- Customer Notes for VAV-1-05

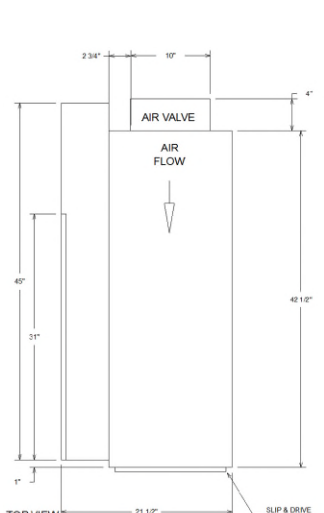
Variable Air Volume Single Duct

Unit Overview - VAV - 1 - 06 table with columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls

Construction and Airflow table for VAV-1-06



Electrical, Heating Coil, Controls and Sensors, Accessory Options, Warranty sections for VAV-1-06

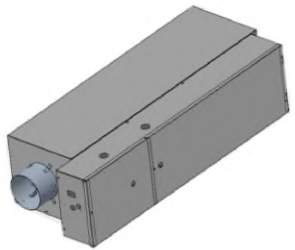


- Customer Notes for VAV-1-06

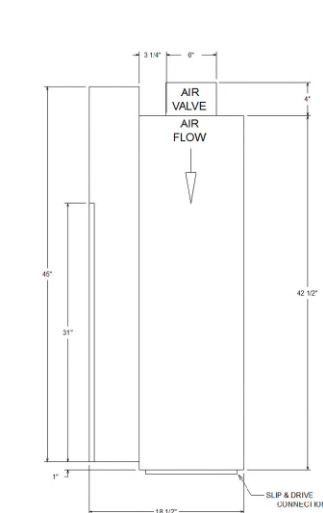
Variable Air Volume Single Duct

Unit Overview - VAV - 1 - 07 table with columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls

Construction and Airflow table for VAV-1-07



Electrical, Heating Coil, Controls and Sensors, Accessory Options, Warranty sections for VAV-1-07

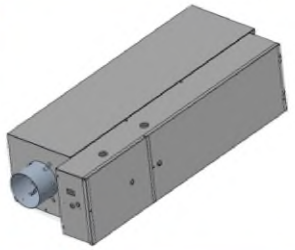


- Customer Notes for VAV-1-07

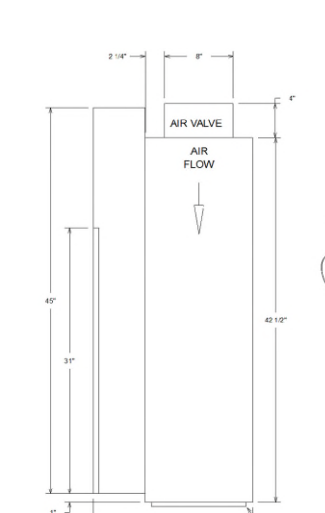
Variable Air Volume Single Duct

Unit Overview - VAV - 1 - 08 table with columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls

Construction and Airflow table for VAV-1-08



Electrical, Heating Coil, Controls and Sensors, Accessory Options, Warranty sections for VAV-1-08



- Customer Notes for VAV-1-08

Trane Technologies, Trane.com/Chicago, 7100 South Madison Street, Willowbrook, IL 60527, P. 630-734-3200, F. 630-323-9040

Winnetka Police Department, 410 Green Bay Rd., Winnetka, IL 60093

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Revision table with columns: Rev, Date, Description

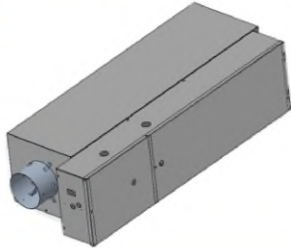
VAV EQUIPMENT

M-6.1

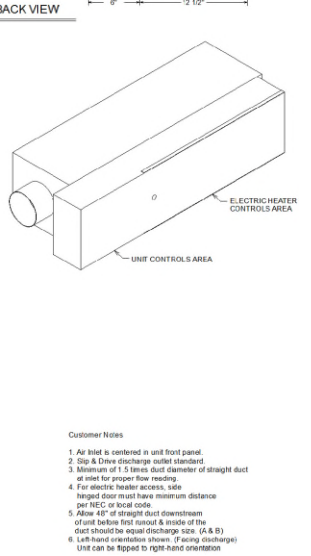
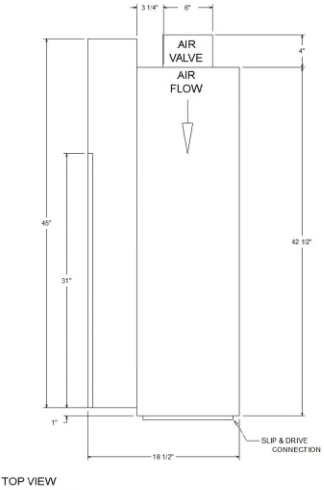
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 01				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	6" (152mm)	350 cfm	320 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.110 in H ₂ O
Cooling inlet velocity	1783 ft/min
Valve heating airflow	320 cfm
Unit Insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	Heating Coil
Full load amps 3.01 A	Primary EDB 55.00 F
Max fuse size 15.00 A	Room heating setpoint 68.00 F
Min circuit ampacity 3.76 A	Room heat loss 4.02 MBH
Controls and Sensors	
Actuator Standard actuator	Coil heating capacity 8.54 MBH
DTS & HW Valve Harness Duct temperature sensor - factory mounted	Electric heater voltage 480/3
Wireless Sensor Options Air - Fi Wireless Communication Module	Electric heater kilowatt 2.5
Wireless Zone Sensor Trane Air-Fi - WCS-SD (display)	Electric heater stage 1
Accessory Options	
Disconnect Switch Disconnect switch	Electric heater control Basic SCR EH control
Power fuse Power Fuse	
Transformer 480/24 volt transformer	
Warranty	
Labor warranty first year 1st year labor warranty whole unit	



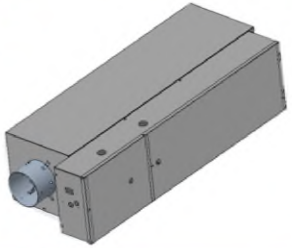
Customer Notes

- Air inlet is centered in unit front panel.
- Slip & Drive discharge outlet standard.
- Minimum of 1.5 times duct diameter of straight duct at inlet for proper flow meeting.
- For electric heater access, side hinged door must have minimum distance per NEC or local code.
- Allow 48" of straight duct downstream of unit before first runout & inside of the duct should be equal discharge size (A & B).
- Left-hand orientation shown (facing discharge). Unit can be flipped to right-hand orientation.

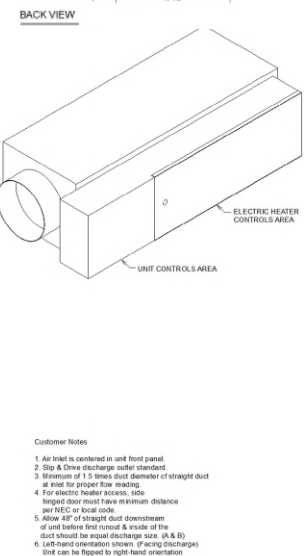
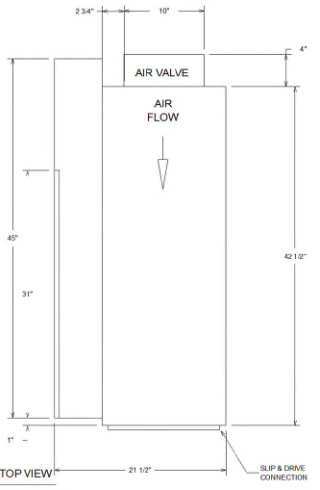
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 02				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	10" (254mm)	850 cfm	770 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.020 in H ₂ O
Cooling inlet velocity	1558 ft/min
Valve heating airflow	770 cfm
Unit Insulation	1" foil faced
Elevation	0.00 ft
Operating weight	46.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	Heating Coil
Full load amps 6.62 A	Primary EDB 55.00 F
Max fuse size 15.00 A	Room heating setpoint 68.00 F
Min circuit ampacity 8.27 A	Room heat loss 7.32 MBH
Controls and Sensors	
Actuator Standard actuator	Coil heating capacity 18.78 MBH
DTS & HW Valve Harness Duct temperature sensor - factory mounted	Electric heater voltage 480/3
Wireless Sensor Options Air - Fi Wireless Communication Module	Electric heater kilowatt 5.5
Wireless Zone Sensor Trane Air-Fi - WCS-SD (display)	Electric heater stage 1
Accessory Options	
Disconnect Switch Disconnect switch	Electric heater control Basic SCR EH control
Power fuse Power Fuse	
Transformer 480/24 volt transformer	
Warranty	
Labor warranty first year 1st year labor warranty whole unit	



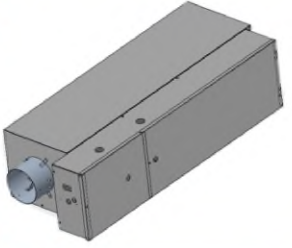
Customer Notes

- Air inlet is centered in unit front panel.
- Slip & Drive discharge outlet standard.
- Minimum of 1.5 times duct diameter of straight duct at inlet for proper flow meeting.
- For electric heater access, side hinged door must have minimum distance per NEC or local code.
- Allow 48" of straight duct downstream of unit before first runout & inside of the duct should be equal discharge size (A & B).
- Left-hand orientation shown (facing discharge). Unit can be flipped to right-hand orientation.

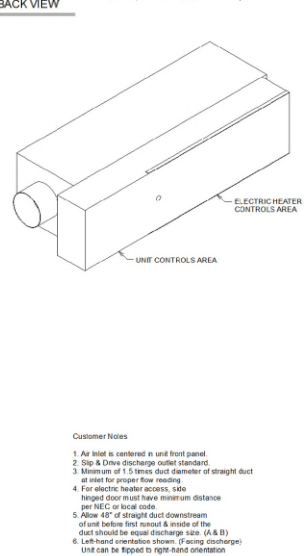
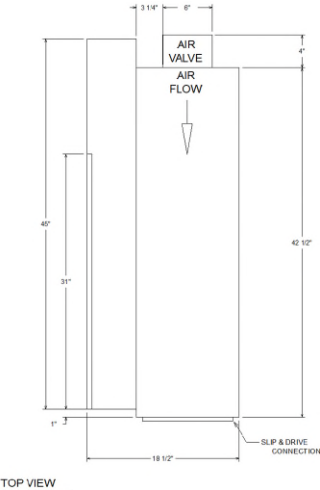
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 03				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	6" (152mm)	350 cfm	320 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.110 in H ₂ O
Cooling inlet velocity	1783 ft/min
Valve heating airflow	320 cfm
Unit Insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	Heating Coil
Full load amps 3.01 A	Primary EDB 55.00 F
Max fuse size 15.00 A	Room heating setpoint 68.00 F
Min circuit ampacity 3.76 A	Room heat loss 4.02 MBH
Controls and Sensors	
Actuator Standard actuator	Coil heating capacity 8.54 MBH
DTS & HW Valve Harness Duct temperature sensor - factory mounted	Electric heater voltage 480/3
Wireless Sensor Options Air - Fi Wireless Communication Module	Electric heater kilowatt 2.5
Wireless Zone Sensor Trane Air-Fi - WCS-SD (display)	Electric heater stage 1
Accessory Options	
Disconnect Switch Disconnect switch	Electric heater control Basic SCR EH control
Power fuse Power Fuse	
Transformer 480/24 volt transformer	
Warranty	
Labor warranty first year 1st year labor warranty whole unit	



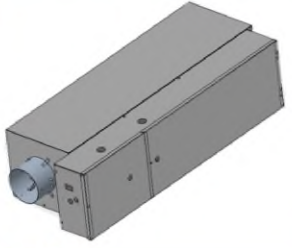
Customer Notes

- Air inlet is centered in unit front panel.
- Slip & Drive discharge outlet standard.
- Minimum of 1.5 times duct diameter of straight duct at inlet for proper flow meeting.
- For electric heater access, side hinged door must have minimum distance per NEC or local code.
- Allow 48" of straight duct downstream of unit before first runout & inside of the duct should be equal discharge size (A & B).
- Left-hand orientation shown (facing discharge). Unit can be flipped to right-hand orientation.

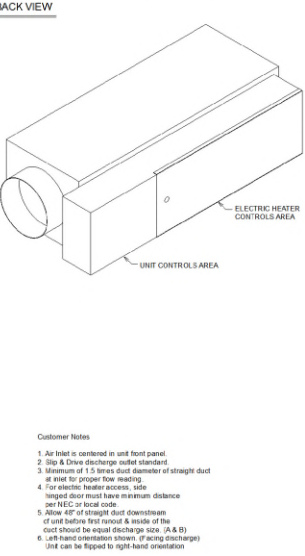
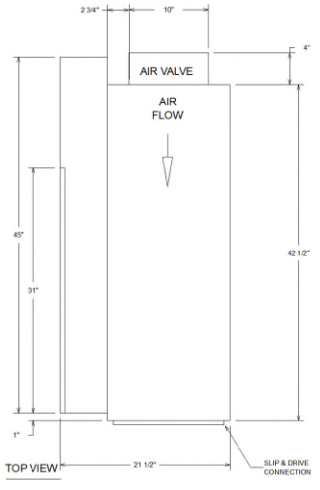
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 04				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	10" (254mm)	810 cfm	730 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.020 in H ₂ O
Cooling inlet velocity	1485 ft/min
Valve heating airflow	730 cfm
Unit Insulation	1" foil faced
Elevation	0.00 ft
Operating weight	46.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	Heating Coil
Full load amps 6.01 A	Primary EDB 55.00 F
Max fuse size 15.00 A	Room heating setpoint 68.00 F
Min circuit ampacity 7.52 A	Room heat loss 6.78 MBH
Controls and Sensors	
Actuator Standard actuator	Coil heating capacity 17.06 MBH
DTS & HW Valve Harness Duct temperature sensor - factory mounted	Electric heater voltage 480/3
Wireless Sensor Options Air - Fi Wireless Communication Module	Electric heater kilowatt 5.0
Wireless Zone Sensor Trane Air-Fi - WCS-SD (display)	Electric heater stage 1
Accessory Options	
Disconnect Switch Disconnect switch	Electric heater control Basic SCR EH control
Power fuse Power Fuse	
Transformer 480/24 volt transformer	
Warranty	
Labor warranty first year 1st year labor warranty whole unit	



Customer Notes

- Air inlet is centered in unit front panel.
- Slip & Drive discharge outlet standard.
- Minimum of 1.5 times duct diameter of straight duct at inlet for proper flow meeting.
- For electric heater access, side hinged door must have minimum distance per NEC or local code.
- Allow 48" of straight duct downstream of unit before first runout & inside of the duct should be equal discharge size (A & B).
- Left-hand orientation shown (facing discharge). Unit can be flipped to right-hand orientation.

Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 05				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	10" (254mm)	810 cfm	730 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.020 in H ₂ O
Cooling inlet velocity	1485 ft/min
Valve heating airflow	730 cfm
Unit Insulation	1" foil faced
Elevation	0.00 ft
Operating weight	46.0 lb
Air Leakage Class	Standard Air Leakage

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Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

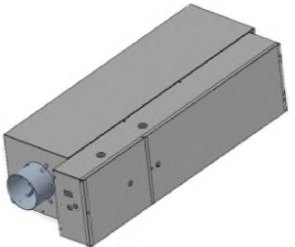
VAV EQUIPMENT

M-6.2

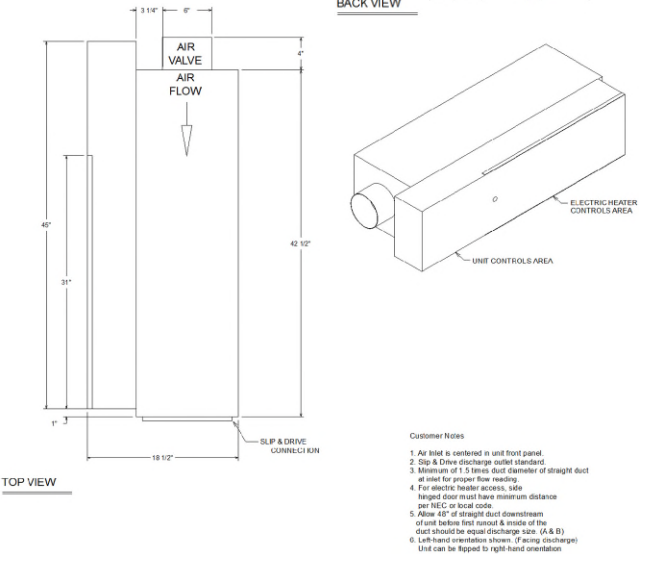
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 05 table with columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls

Construction and Airflow table with rows: APD @ cooling airflow, Cooling inlet velocity, Valve heating airflow, Unit Insulation, Elevation, Operating weight, Air Leakage Class



Electrical, Heating Coil, Controls and Sensors, Accessory Options, and Warranty sections for model 4-05.

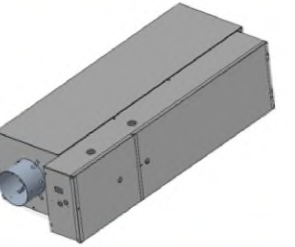


- Customer Notes for model 4-05.

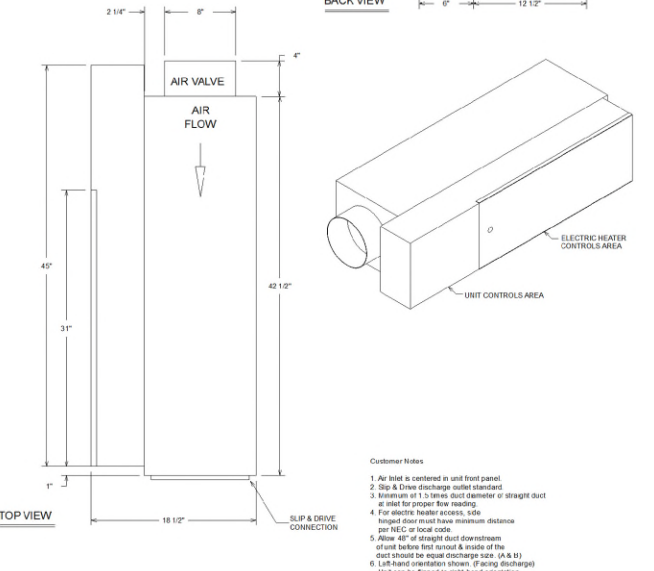
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 06 table with columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls

Construction and Airflow table for model 4-06.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, and Warranty sections for model 4-06.

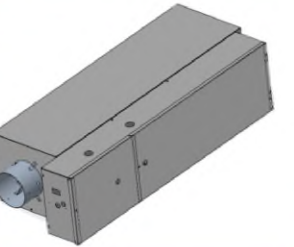


- Customer Notes for model 4-06.

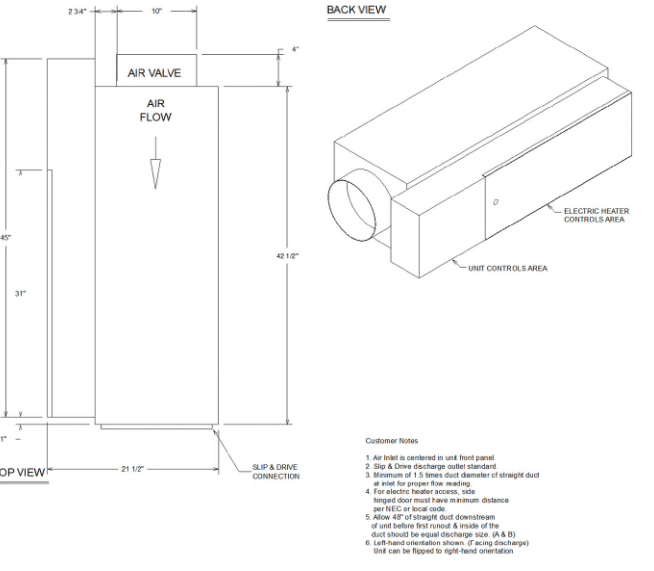
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 07 table with columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls

Construction and Airflow table for model 4-07.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, and Warranty sections for model 4-07.

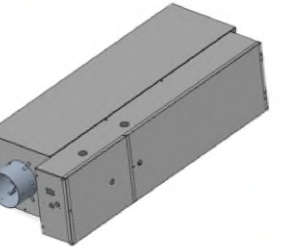


- Customer Notes for model 4-07.

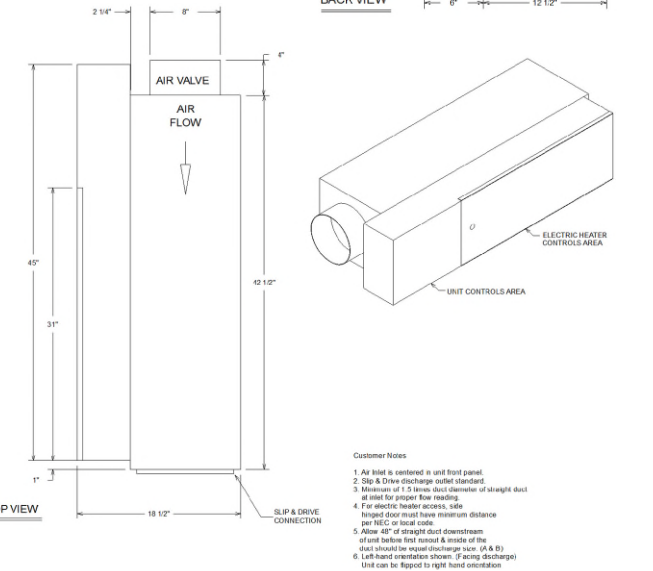
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 08 table with columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls

Construction and Airflow table for model 4-08.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, and Warranty sections for model 4-08.



- Customer Notes for model 4-08.

Trane.com/Chicago

7100 South Madison Street
Willowbrook, IL 60527
P. 630-734-3200
F. 630-323-9040

410 Green Bay Rd.
Winnetka, IL 60093

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Revision table with columns: Rev, Date, Description

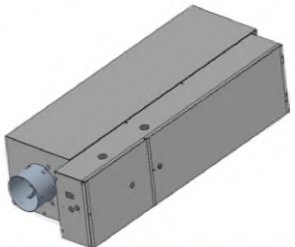
VAV EQUIPMENT

M-6.3

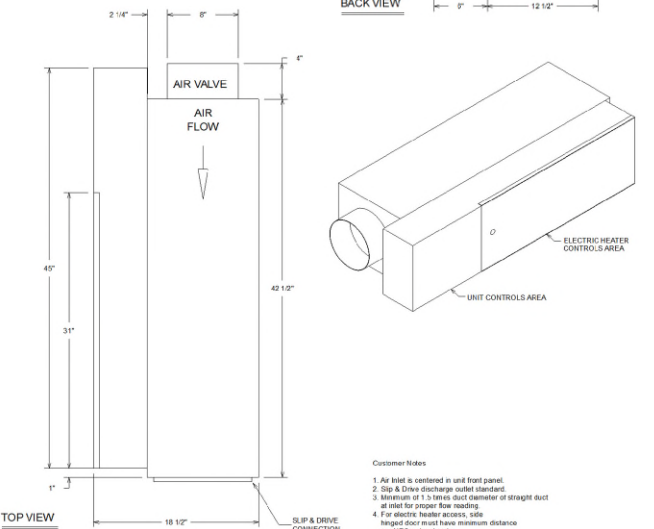
Variable Air Volume Single Duct

Table with 5 columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls. Row 1: VCEF (Electric Heating), 8" (203mm), 650 cfm, 590 cfm, SY210 Basic (Electric Heat Mod SCR).

Table with 1 column: Construction and Airflow. Row 1: APD @ cooling airflow 0.060 in H2O, Cooling inlet velocity 1962 ft/min, Valve heating airflow 590 cfm, Unit Insulation 1" foil faced, Elevation 0.00 ft, Operating weight 39.0 lb, Air Leakage Class Standard Air Leakage.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, Warranty tables for VAV-4-09.

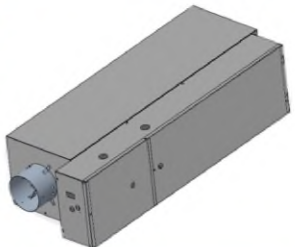


- Customer Notes for VAV-4-09.

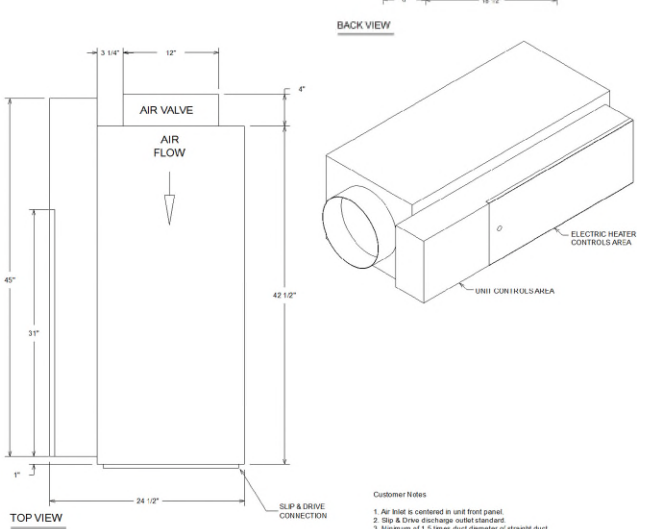
Variable Air Volume Single Duct

Table with 5 columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls. Row 1: VCEF (Electric Heating), 12" (305mm), 1590 cfm, 1430 cfm, SY210 Basic (Electric Heat Mod SCR).

Table with 1 column: Construction and Airflow. Row 1: APD @ cooling airflow 0.050 in H2O, Cooling inlet velocity 2024 ft/min, Valve heating airflow 1430 cfm, Unit Insulation 1" foil faced, Elevation 0.00 ft, Operating weight 52.0 lb, Air Leakage Class Standard Air Leakage.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, Warranty tables for VAV-5-01.

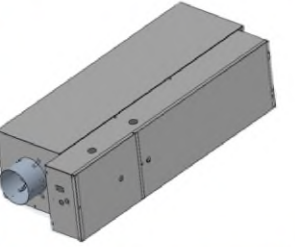


- Customer Notes for VAV-5-01.

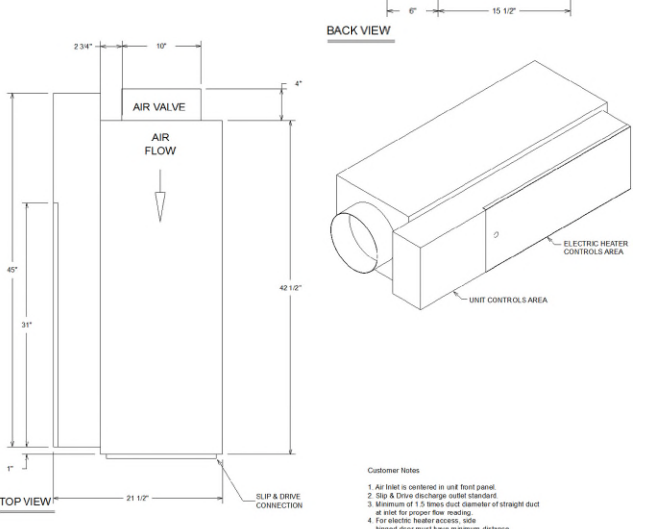
Variable Air Volume Single Duct

Table with 5 columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls. Row 1: VCEF (Electric Heating), 10" (254mm), 1000 cfm, 900 cfm, SY210 Basic (Electric Heat Mod SCR).

Table with 1 column: Construction and Airflow. Row 1: APD @ cooling airflow 0.030 in H2O, Cooling inlet velocity 1833 ft/min, Valve heating airflow 900 cfm, Unit Insulation 1" foil faced, Elevation 0.00 ft, Operating weight 46.0 lb, Air Leakage Class Standard Air Leakage.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, Warranty tables for VAV-5-02.

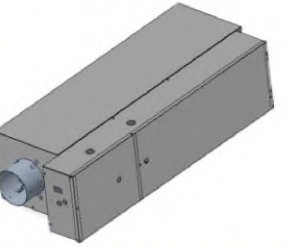


- Customer Notes for VAV-5-02.

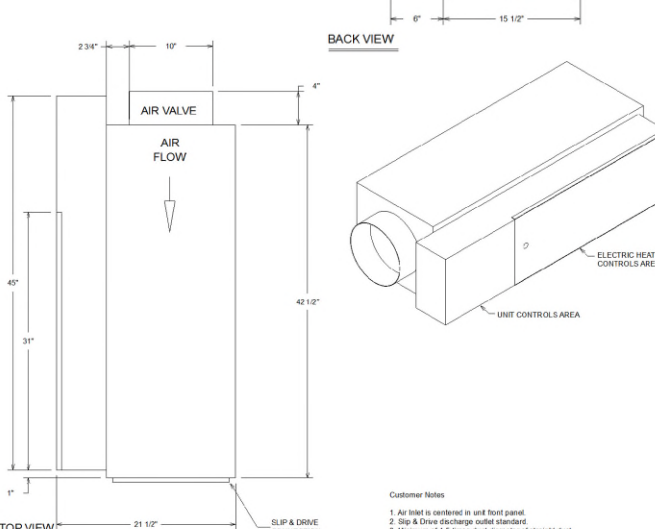
Variable Air Volume Single Duct

Table with 5 columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls. Row 1: VCEF (Electric Heating), 10" (254mm), 990 cfm, 890 cfm, SY210 Basic (Electric Heat Mod SCR).

Table with 1 column: Construction and Airflow. Row 1: APD @ cooling airflow 0.030 in H2O, Cooling inlet velocity 1815 ft/min, Valve heating airflow 890 cfm, Unit Insulation 1" foil faced, Elevation 0.00 ft, Operating weight 46.0 lb, Air Leakage Class Standard Air Leakage.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, Warranty tables for VAV-5-03.



- Customer Notes for VAV-5-03.

Variable Air Volume Single Duct

Table with 5 columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls. Row 1: VCEF (Electric Heating), 10" (254mm), 990 cfm, 890 cfm, SY210 Basic (Electric Heat Mod SCR).

Table with 1 column: Construction and Airflow. Row 1: APD @ cooling airflow 0.030 in H2O, Cooling inlet velocity 1815 ft/min, Valve heating airflow 890 cfm, Unit Insulation 1" foil faced, Elevation 0.00 ft, Operating weight 46.0 lb, Air Leakage Class Standard Air Leakage.

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Winnetka, IL 60093

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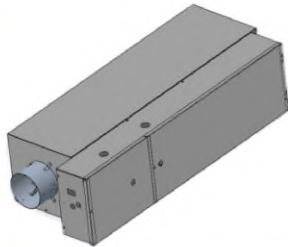
Table with 3 columns: Rev, Date, Description. Row 1: 1, 7-6-22, 35% Design. Row 2: 2, 7-12-22, Walk-Thru Update.

VAV EQUIPMENT

M-6.4

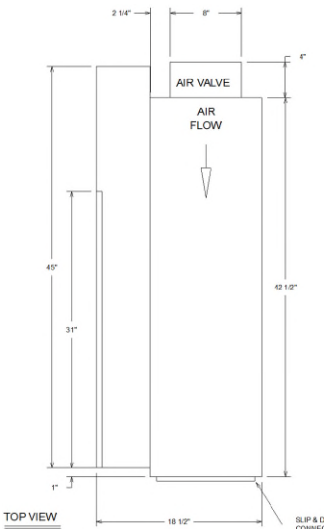


Construction and Airflow	
APD @ cooling airflow	0.030 in H ₂ O
Cooling inlet velocity	1146 ft/min
Valve heating airflow	360 cfm
Unit Insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage

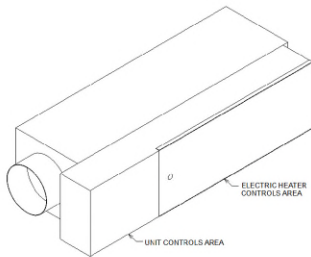


Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	480/24 volt transformer

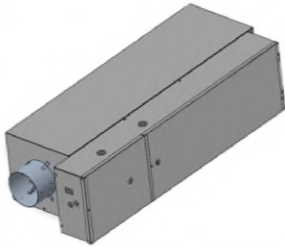
Warranty	
Labor warranty first year	1st year
Labor warranty whole unit	



- Customer Notes:**
1. Air Inlet is centered in unit front panel.
 2. Slip & Drive discharge outlet standard.
 3. Minimum of 15 times duct diameter of straight duct is inlet for proper flow reading.
 4. For electric heater access, side hinged door must have minimum distance per NEC or local code.
 5. Allow 48" of straight duct downstream of unit before first runout & inside of the duct should be equal discharge size. (A & B)
 6. Left-hand orientation shown. (Facing discharge)
- Unit can be flipped to right-hand orientation

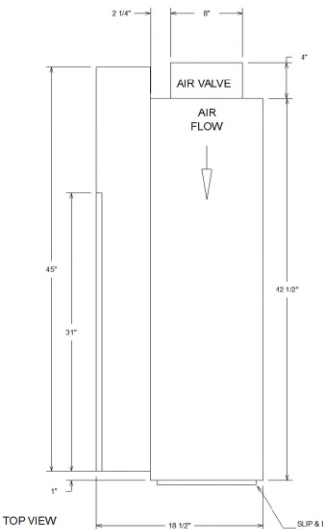


Construction and Airflow	
APD @ cooling airflow	0.070 in H ₂ O
Cooling inlet velocity	2063 ft/min
Valve heating airflow	650 cfm
Unit Insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage

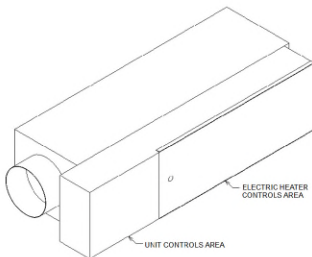


Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	480/24 volt transformer

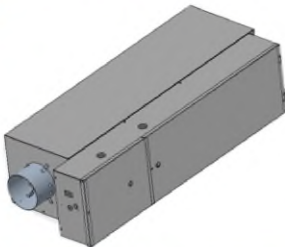
Warranty	
Labor warranty first year	1st year labor warranty whole unit



- Customer Notes**
1. Air Inlet is centered in unit front panel.
 2. Slip & Drive discharge outlet standard.
 3. Minimum of 1.5 times duct diameter of straight duct inlet for proper flow reading.
 4. For electric heater access, side hinged door must have minimum distance per NEC or local code.
 5. Allow 48" of straight duct downstream of unit before first riser & inside of the duct should be equal discharge size. (A & B)
 6. Left-hand orientation shown. (Facing discharge)

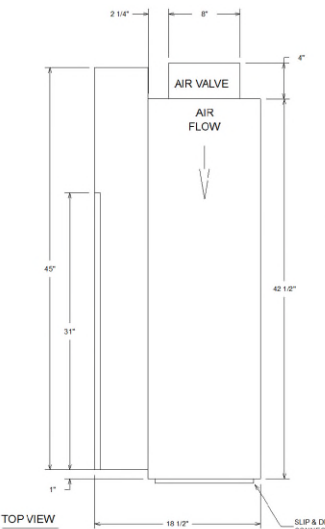


Construction and Airflow	
APD @ cooling airflow	0.050 in H ₂ O
Cooling inlet velocity	1633 ft/min
Valve heating airflow	520 cfm
Unit Insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage

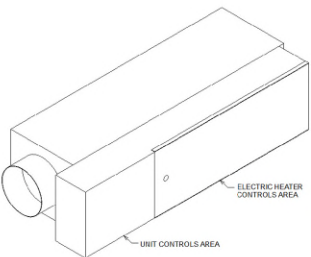


Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	480/24 volt transformer

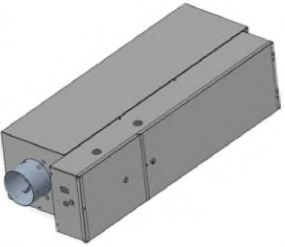
Warranty	
Labor warranty first year	1st year labor warranty whole unit



- Customer Notes**
1. Air Inlet is centered in unit front panel.
 2. Slip & Drive discharge outlet standard.
 3. Minimum of 15 times duct diameter of straight duct at inlet for proper flow leading.
 4. For electric heater access, side hinged door must have minimum distance per H.C. or local code.
 5. Allow 48" of straight duct downstream of unit before first turnout & inside of the duct should be equal discharge size (A & B).
 6. Left-hand orientation shown. (Facing discharge) Unit can be flexed in both flex orientations.

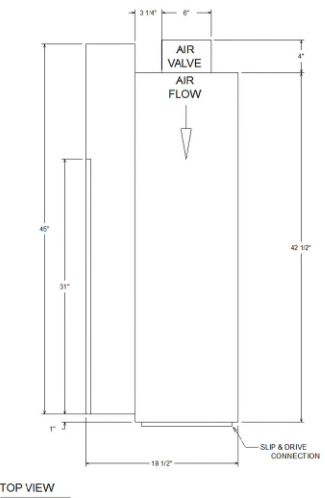


Construction and Airflow	
APD @ cooling airflow	0.110 in H2O
Cooling inlet velocity	1833 ft/min
Valve heating air flow	320 cfm
Unit Insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage

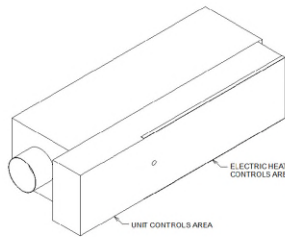


Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	480/24 volt transformer

Warranty	
Labor warranty first year	1st year labor warranty whole unit



- Customer Notes**
- 1 Air inlet is centered in unit front panel.
 - 2 Slip & Drive discharge outlet standard.
 - 3 Minimum of 15 times duct diameter of straight duct air inlet for proper flow reading.
 - 4 For electric heater access, side hinged door must have minimum distance per NEC or local code.
 - 5 Allow 48" of straight duct downstream of unit before first runout & inside of the duct should be equal discharge size. (A & B)
 - 6 Left-hand orientation shown. (Facing discharge) Unit can be flipped to right-hand orientation.



TRANE TECHNOLOGIES
Trane.com/Chicago

7100 South Madison Street
Willowbrook, IL 60527
P. 630-734-3200
F. 630-323-9040

410 Green Bay Rd.
Winnetka, IL 60093

Winnetka Police Department

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Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

VAV EQUIPMENT

M-6.5

GENERAL NOTES:

WORK SHALL BE IN COMPLETE ACCORDANCE WITH ALL CODES, RULES, OR ORDINANCES AND REGULATIONS OF ALL AUTHORITIES, BODIES, ASSOCIATIONS, GOVERNMENTS, ETC. HAVING PROPER AND/OR LEGAL JURISDICTION.

CONDUCT TESTS AND INSPECTIONS AS REQUIRED TO ASSURE PROPER INSTALLATION AND OPERATION OF SYSTEMS.

PENETRATIONS THROUGH FLOOR, WALL AND ROOF STRUCTURE SHALL BE WATERTIGHT AND WITH AN APPROVED FIRE STOPPING MATERIAL.

INSTALLATION SHALL COMPLY WITH ALL APPLICABLE LOCAL AND STATE CODES.

ALL EQUIPMENT SELECTED TO COMPLY WITH PLANS AND SPECIFICATIONS.

ALL EQUIPMENT TO HAVE U.L. OR ETL LISTING.

OUTSIDE AIR INTAKES SHALL BE INSTALLED A MINIMUM OF 10'-0" AWAY FROM ALL FLUES, VENTS, BUILDING INTAKES, AND ALL OTHER SOURCES OF CONTAMINATION.

ALL FLUES TO EXTEND 3'-0" ABOVE ROOF.

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.

RESPONSIBILITY NOTES:

SMOKE DETECTORS THAT SHUT DOWN THE UNIT UPON DETECTION OF SMOKE ARE REQUIRED IN THE RETURN DUCTWORK OF ANY AIR SYSTEMS WITH A DESIGN CAPACITY GREATER THAN 2,000 CFM UPSTREAM OF AIR FILTERS AND AFTER ALL BRANCH CONNECTIONS. SMOKE DETECTORS TO BE FURNISHED BY E.C. & INSTALLED BY MECHANICAL CONTRACTOR.

DUCTWORK NOTES:

ALL DUCTWORK TO BE GALVANIZED SHEET METAL.

SHEET METAL FABRICATION AND INSTALLATION SHALL COMPLY WITH THE DUCT MANUAL FOR VENTILATING AND AIR CONDITIONING SYSTEMS AS PUBLISHED BY SMACNA.

ALL RECTANGULAR SUPPLY AND RETURN AIR DUCTS RUNNING ABOVE LAY-IN CEILING TO BE INTERNALLY LINED WITH 1" X 1 1/2# FIBERGLASS DUCT LINING OR WRAPPED WITH 1 1/2" X 3/4# FIBERGLASS INSULATION.

ALL ROUND SUPPLY AIR DUCTS RUNNING ABOVE LAY-IN CEILING TO BE EXTERNALLY INSULATED WITH 1 1/2" 3/4# DENSITY FIBERGLASS DUCT WRAP.

FLEXIBLE DUCT SHALL NOT EXCEED 5 FEET IN LENGTH AND SHALL BE THERMAFLEX TYPE MKE R6 INSULATED OR TYPE SLD UNINSULATED.

ALL DUCT COVERING AND LINING SHALL HAVE A FLAME SPREAD RATING NOT TO EXCEED TWENTY-FIVE (25) AND A SMOKE SPREAD RATING NOT MORE THAN FIFTY (50).

DUCT SIZES SHOWN ARE FINISHED METAL SIZES.

SUPPLY & RETURN AIR DUCTS SYSTEMS TO BE CONSTRUCTED TO 2" PRESSURE RATINGS WITH CLASS A SEALING.

ALL RIGID ROUND SUPPLY AIR DUCTS RUNNING IN UNCONDITIONED SPACES TO BE SLEEVED.

INSTALL ACCESS DOORS AS SHOWN ON DRAWINGS; 12"x12" OR 12" ROUND UNLESS NOTED OTHERWISE.

ALL S/A & R/A DUCTWORK OUTSIDE TO BE INSULATED WITH 2" THICK 3 LB/CU. FT. DENSITY RIGID MOLDED FIBERBOARD WITH FOIL-SCRIM KRAFT VAPOR BARRIER JACKET. BUTT ALL INSULATION JOINTS TIGHT AND SEAL WITH VAPOR BARRIER TAPE WITH PRESSURE SENSITIVE RUBBER BASES ADHESIVE.

CONDENSATE PIPING NOTES:

CONDENSATE DRAIN PIPING: TO BE SCHEDULE 40 PVC TUBING.

GAS PIPING NOTES:

ALL GAS PIPING TO BE SCHEDULE #40 BLACK STEEL WITH BLACK MALLEABLE IRON FITTINGS.

ALL GAS PIPE 2" AND BELOW TO BE SCREWED PIPE UNLESS LOCATED IN A CONCEALED AREA.

ALL GAS PIPE 2-1/2" AND ABOVE TO BE WELDED.

PROVIDE SHUTOFF VALVE, UNION, DIRT LEG, AND PRESSURE REGULATORS AT EACH PIECE OF GAS FIRED EQUIPMENT.

REFRIGERATION NOTES:

REFRIGERATION PIPE INSULATION TO BE 1/2" ARMAFLEX ON SUCTION WITH U.V/WEATHER PROTECTION.

NO REFRIGERATION DEVICES, EXPANSION VALVES, OF CONNECTIONS TO BE LOCATED WITHIN THE AIR STREAM.

ALL REFRIGERANT PIPING TO BE TYPE "K" OR TYPE "L" COPPER FITTINGS AND BRAZED WITH SILFOS.

FOLLOW THE MANUFACTURER SPECIFICATION FOR REFRIGERATION PIPING SYSTEMS

ELECTRICAL SYSTEMS NOTES:

FURNISH AND INSTALL NEW NEMA 4 JUNCTION BOX ABOVE ROOF LINE FOR EACH NEW RTU WHERE NECESSARY

FURNISH AND INSTALL NEW NEMA 4 DISCONNECT ON EACH NEW RTU

FURNISH AND INSTALL NEW CONDUIT TO MATCH EXISTING PIPE AND WIRING SIZING FROM NEW

JUNCTION BOX TO NEW DISCONNECT AND FINAL CONNECTIONS TO RTU'S

INSTALL TRANE PROVIDED WCI BELOW ROOF DECK FOR THE WIRELESS CONTROLS. PROVIDE 24V POWER TO THE WCI

RECONNECT ANY AND ALL FIRE ALARM /LIFE SAFETY SYSTEMS TO NEW RTU'S

EQUIPMENT: REFER TO MECHANICAL EQUIPMENT SCHEDULE.

TESTING, ADJUSTING AND BALANCING - BALANCING THE SYSTEMS:

TEST, ADJUST AND BALANCE ALL AIR SYSTEM TO THE DESIGN CFM VALUES AS INDICATED ON PLANS WITH COMPARISON WITH THE ACTUAL CFM VALVES TESTED.

RECORD FAN SIZE, TYPE, RPM MOTOR, FULL LOAD CURRENT AND VOLTAGE, AND OUTDOOR AIR TEMPERATURE, DB AND WB.

BALANCE SUPPLY SYSTEMS WITH SPECIFIED OUTDOOR AIR QUANTITY.

TEST AND BALANCE REPORT: UPON COMPLETION OF THE WORK, ALL INFORMATION SHALL BE INSERTED ON A SHEET

LISTING ALL ITEMS REQUIRED BY THESE SPECIFICATIONS AND BE INCLUDED IN COMPLETE TEST AND BALANCE REPORT.

ALL SHEETS SHALL BE NEATLY TYPED.

Program Notes

- Trane to perform as a Turnkey provider for this project
- Trane to provide the following equipment:
 - (1) 12.5 Ton VAV Rooftop Unit
 - (1) 15 Ton VAV Rooftop Unit
 - (1) 17.5 Ton VAV Rooftop Unit
 - (3) Roof Curb adapters
 - (24) VAVs with SCR Electric Reheat
 - (2) 200A Electrical Panelboards
- Trane to provide the following subcontractors:
 - Mechanical
 - Electrical power and controls
 - Demolition
 - Pre and post testing and balancing
 - Crane



TRANE TECHNOLOGIES
Trane.com/Chicago

7100 South Madison Street
Willowbrook, IL 60527
P. 630-734-3200
F. 630-323-9040

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NOTES & DETAILS

M-7

1. THE DRAWINGS ARE DIAGRAMMATIC AND ARE NOT INTENDED TO INCLUDE EVERY DETAIL OF REQUIRED CONSTRUCTION, EQUIPMENT, & MATERIALS. PROVIDE ALL MATERIALS AND WORK NOT SPECIFICALLY MENTIONED OR SHOWN ON THE DRAWINGS BUT WHICH ARE NECESSARY TO FULLY COMPLETE THE WORK.
2. REVIEW THE CONTRACT DOCUMENTS OF OTHER DIVISIONS & COORDINATE ELECTRICAL DIVISION WORK WITH THE WORK OF OTHER DISCIPLINES TO AVOID CONFLICTS & INTERFERENCE.
3. UPON COMPLETION OF THE WORK REQUIRED UNDER THIS CONTRACT, PROVIDE TYPE UPDATED DIRECTORY WITHIN DOOR OF EACH AFFECTED PANELBOARD. LEAVE "SPARE" BREAKERS IN "OFF" POSITION.
4. PROVIDE LIGHTING FIXTURES COMPATIBLE WITH CEILING CONSTRUCTION. COORDINATE WITH ARCHITECTURAL ROOM FINISH SCHEDULES & COMPLY WITH SPECIFICATIONS.
5. IN AREAS HAVING FINISHED CEILINGS, LOCATE CEILING-MOUNTED ELECTRICAL DEVICES & FIXTURES ACCORDING TO ARCHITECTURAL RECEIVED CEILING PLAN. DO NOT INSTALL CEILING-MOUNTED SMOKE DETECTORS WITHIN 4 FEET OF HVAC SUPPLY DIFFUSERS.
6. IN ELECTRICAL & MECHANICAL EQUIPMENT SPACES, COORDINATE EXACT LOCATIONS OF LIGHTING FIXTURES WITH CONDUIT BANKS, DUCTWORK, PIPING, STRUCTURE, SUPPORTS, & OTHER OBSTRUCTIONS. LOCATE FIXTURES SUCH THAT DIALS, GAUGES, METERS, ETC. ARE PROPERLY ILLUMINATED.
7. ALL WIRING METHODS IN THIS PROJECT WILL BE AT MINIMUM PER THE NEC EDITION ACCEPTABLE TO THE AHI.
8. MAINTAIN INTEGRITY OF VERTICAL FIRE RESISTIVE ASSEMBLIES CLASSIFIED AS SMOKE & FIRE/SMOKE PARTITIONS WITHOUT AFFECTING RATING. PROVIDE THAT IF SUCH OPENINGS OCCUR ON ONLY ONE SIDE IN EACH FRAMING SPACE, 2) AREA OF OPENINGS DOES NOT EXCEED 16 SQUARE INCHES, & 3) BOXES ON OPPOSITE FACES OF PARTITION ARE SEPARATED HORIZONTALLY BY NOT LESS THAN 23 INCHES. COMPLETELY FILL WITH APPROVED FIRE RESISTIVE COMPOUND ALL CLEARANCES BETWEEN OUTLET BOXES & DRYWALL. BUILD WALL AROUND BOXES HAVING AREA GREATER THAN 16 SQUARE INCHES.
9. DO NOT INSTALL OUTLET BOXES BACK-TO-BACK IN NON-RATED PARTITIONS. OFFSET & SEAL SIMILAR TO REQUIREMENTS FOR RATED PARTITIONS TO MINIMIZE SOUND TRANSMISSION.
10. COORDINATE ROUTING OF ALL LARGE CONDUITS (2" DIA. & LARGER) & PULL BOX LOCATIONS WITH MECHANICAL PIPING & DUCTWORK PRIOR TO INSTALLATION TO AVOID CONFLICTS & TO GUARANTEE REQUIRED CLEARANCE & ACCESSIBILITY OF ELECTRICAL & MECHANICAL SYSTEMS.
11. DO NOT ATTACH DISCONNECTS & STARTERS PROVIDED DIRECTLY TO EQUIPMENT. MOUNT & SUPPORT SEPARATELY. COORDINATE REQUIRED LOCATION WITH OTHER TRADES PRIOR TO INSTALLATION.
12. PROVIDE APPROPRIATE PULL WIRE IN EACH EMPLY SYSTEMS CONDUIT INCLUDED IN THIS PROJECT.
13. INCLUDE GREEN-INSULATED GROUNDING CONDUIT SIZED PER 2020-NEC TABLE 250-122 WITH ALL BRANCH CIRCUIT CONDUCTORS SERVING LIGHTING FIXTURES, RECEPTACLES, MECHANICAL, OR OTHER DEVICES INSTALLED AT OR BELOW 8'-0".
14. FROM ALL FLUSH-MOUNTED PANEL BOARDS PROVIDED AS PART OF THIS PROJECT, STUB THE FOLLOWING EMPTY CONDUITS INTO ACCESSIBLE CEILING SPACE ABOVE PANEL BOARD: (4) 0.75", (3) 1", & (2) 1.25".
15. MATCH A.I.C. RATINGS & OTHER CHARACTERISTICS OF EXISTING DEVICES IN PANELBOARD WHEN ADDING BREAKERS TO EXISTING PANELBOARDS.

- Disconnect/Make safe 277V / 1 Phase connections at (8) basement duct heaters, power to be reused for new VAV boxes
- Demo 24VAC supply at (26) VVT damper locations
- Demo/make safe existing 460V/3 Phase electrical connections to nearest junction box below roof for RTU-03 & RTU-08, leave CBs off, RTU's to be permanently removed
- Disconnect/make safe 460V/3 Phase electrical connections for RTU-01, 04, & 08, power to be reused
- Disconnect/Reconnect existing smoke detectors
- Demo (2) VVT control panels in space
- Demo existing thermostats and zone sensors to be replaced with Air-Fi wireless zone sensors
- Disconnect/Relocate/Reconnect existing antennas mounted on RTU-01 and RTU-03, coordinate with Trane PM before disconnecting
- Demo (2) existing Trane VVT control panels. Remove 24VAC back to source and make safe

- Disconnect/Reconnect existing 277V / 1 Phase connections at basement duct heaters, reuse power for new VAV boxes replacing duct heaters

- Reconnect existing 460V/3 Phase electrical on roof to RTU-01, 04, & 08. Install fused disconnects on RTU-01 & 04 as shown
- Install (2) new 480V / 3 Phase 200A branch panels with 20A CB's in west Copy Room to feed new west VAV boxes, and in east Equipment Room to feed east VAV boxes
- New Panelboards and associated circuit breakers provided by Trane
- Install (2) new 200A CB's in main panelboard, CB's to be provided by Electrical Subcontractor
- Install new 480V / 3 Phase branch circuits from new panels to (24) VAV boxes
- Install new 120V power from nearest circuit to new controls enclosure with Tracer SC+ in Attic Access room
- Install (3) Air-Fi wireless coordinators with daisy-chain communication and 24VDC power back to the Tracer SC+
- Install (23) Air-Fi wireless zone sensors in place of existing sensors and thermostats in spaces
- Install (1) hard-wired flat plate space sensor in detention area to VAV 5-01
- Install CAT6 ethernet cable from Tracer SC+ to customer-provided network location or workstation

