



Village of Winnetka

Village Council Regular Meeting

October 6, 2022 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. October 11, 2022 Study Session
 - b. October 18, 2022 Regular Meeting
 - c. October 28, 2022 Fiscal Year 2023 Budget Review Meeting
4. **Public Comments**
5. **Presentations**
 - a. Winnetka School District 36 Presentation
6. **Reports**
7. **Approval of Agenda**
8. **Consent Agenda**
 - a. Approval of Warrant List Dated September 16, 2022 - September 29, 2022
 - b. Resolution No. R-103-2022: Rejecting all Bids, Waiving Bidding Requirements and Awarding a Contract to Resco for Two 75 kVA Pad Mount Transformers (Adoption)
 - c. Resolution No. R-104-2022: Hibbard Preserve Stormwater Design - Strand Change Order (Adoption)
9. **Ordinances and Resolutions**
 - a. Ordinance No. M-12-2022: 644 Pine Lane - Variation (Introduction)
 - b. Ordinance No. M-13-2022: 1122 Gage - Variations (Introduction/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.

- c. Resolution No. R-79-2022: Approving A Contract With The Progress Group, Inc. For Services Related To The Repair Of The Unit #4 Rotor And Generator (Adoption)
- d. Resolution No. R-105-2022: Purchase of Property MWRD Grant (Adoption)

10. Old Business

11. New Business

12. Appointments

13. Closed Session

14. Adjournment



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated September 16, 2022 - September 29, 2022

PRESENTER: Robert M. Bahan

AGENDA DATE: October 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List dated September 16, 2022 - September 29, 2022.

RECOMMENDATION:

Consider approving the Warrant List Dated September 16, 2022 - September 29, 2022.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-103-2022: Rejecting all Bids, Waiving Bidding Requirements and Awarding a Contract to Resco for Two 75 kVA Pad Mount Transformers (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: October 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Manufacturing lead times for transformer deliveries continue to be extended and are frequently delayed beyond their original planned shipment date. In 2022, staff has presented to the Council on multiple occasions for approval to purchase transformers which now have an anticipated delivery date in 2024. Staff expects this market trend to continue over the next two years. Staff is focused on ensuring that the utility's working inventory for small three phase transformers, which are used on large residential or small commercial services, is sufficient.

EXECUTIVE SUMMARY:

As a result of the pandemic, manufacturing lead times for many utility related products have increased significantly and it is increasingly common for manufacturers to further delay the delivery of products on order due to supply chain issues. Quotes from transformer vendors lead us to believe that lead times for pad mount units will run into calendar year 2024 (90+ weeks). In order to ensure that our transformer inventory is secure into 2023 and early 2024, staff is requesting funding authorization in the amount of \$53,379 to purchase the transformers prior to formal approval of the fiscal year 2023 Budget.

The Water & Electric Department issued Bid #022-041 for the purchase of two 75 kVA pad-mount transformers. The bid notice was posted to the on-line bidding service Demand Star. Two vendors submitted the following bids.

Resco, an electric distributor, submitted a bid based on transformers manufactured by Ermco.
Unit price: \$17,793 each with escalation
Estimated Delivery: 65 weeks

Weg Transformers submitted a bid based on transformers manufactured by their company.
Unit price: \$17,507 each with escalation
Estimated Delivery: 92 weeks

Both bidders were considered "non-responsive". The bid document specified that bidders provide a

firm unit price or "capped" amount for any escalation on the specified transformers. Due to the extended lead times and market uncertainty, both the manufacturers took exception to firm price requirements and included escalation policies.

Transformers are awarded based on the results of a life cycle cost basis. Inherent to the transformer's design are electrical losses. The cost of these losses is added to the purchase cost of the transformer to arrive at an evaluated life cycle cost. As such, it is possible for a transformer to have a low material cost with high losses to be the highest evaluated cost. Conversely, a transformer with a high material cost, but with very low losses can be the lowest evaluated cost. The bid tabulation with unit prices and load loss evaluation is attached as Attachment 1.

Based on the bid evaluation, the transformer design with the lowest life cycle design was a transformer manufactured by Ermco on the bid submitted by electrical equipment distributor, Resco. The purchase cost for this unit is \$17,793 per unit with a lead time of 65 + weeks. These units will serve as spares in inventory for transformer failures or to serve new business for large residential or commercial loads.

With the extended lead time and market uncertainty, the request for funding authorization is coming in advance of the Village Council's approval of the 2023 Electric Fund Budget. The proposed 2023 Electric Fund Budget (account #500.42.34-660) will contain a placeholder for the procurement of the two (2) three-phase transformers.

Resolution No. R-103-2022, prepared by the Village Attorney, rejects all bids, waives bidding requirements and awards a contract to Resco for the purchase of two 75 kVA pad mount transformers for an amount of \$53,379, subject to a price adjustment per the contract terms.

RECOMMENDATION:

Consider adoption of Resolution No. R-103-2022, rejecting all bids, waiving bidding requirements and awarding a contract to Resco for the purchase of two 75 kVA pad mount transformers in an amount of \$53,379 subject to a price adjustment per the contract terms.

ATTACHMENTS:

1. R-103-2022 Rejecting Bids Waiving Bidding and Approving Purchase of Pad Mount Transformers from Resco (00128445-2)
2. Bid Tabulation

RESOLUTION NO. R-103-2022

**A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS,
AND AWARDING A CONTRACT TO RESCO
FOR TWO 75 KVA PAD MOUNT TRANSFORMERS**

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

WHEREAS, supply chain and labor shortages related to the COVID-19 pandemic have generated unforeseen manufacturing delays, preventing the scheduled purchase and delivery of pad mount transformers; and

WHEREAS, the Village Water & Electric Department identified the need to order two 75 kVA Pad Mount Transformers ("**Transformers**") in order to ensure that the Village has an adequate supply of such transformers in 2023 and 2024; and

WHEREAS, on August 19, 2022, the Village issued Request for Bids #022-041 ("**Request for Bids**") for the purchase of the Transformers; and

WHEREAS, the Village received two bids ("**Bids**") to provide the Transformers and opened the Bids on September 16, 2022; and

WHEREAS, all bidders took exception to the pricing term and various technical requirements in the Request for Bids and, thus, the Bids are non-responsive to the Request for Bids; and

WHEREAS, because all of the Bids were non-responsive, the Village Council has determined that it is in the best interests of the Village to reject all Bids; and

WHEREAS, the Village negotiated a favorable rate and reasonable contract terms from Rural Electric Supply Cooperative ("**RESCO**") for the purchase of the Transformers; and

WHEREAS, the Village Council desires to enter into a contract with RESCO for the Village to purchase the Transformers in an amount set to \$53,379.00, but subject to a price adjustment pursuant to the terms described in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("**Contract**"); and

WHEREAS, Village staff has recommended that the Village Council (i) reject all of the Bids; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section 1V.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (iii) enter into a contract with RESCO for the Transformers; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) reject the Bids; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code and Section 1V.3.D of the Village's Purchasing Manual; and (iii) enter into the Contract with RESCO for the Transformers;

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

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

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

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

SECTION 4: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with RESCO in substantially the form attached to this Resolution as Exhibit A, and in a final form approved by the Village Manager.

SECTION 5: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from RESCO; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Resco within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 6th day of October, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 75KVA 208.120 Three Phase Pad-Mount Transformers

Full Name of Bidder:

RESCO - Rural Electric Supply Cooperative
("Bidder")

Principal Office Address:

2250 Pinehurst Dr.
Middleton WI, 53562

Local Office Address:

Same as above

Contact Name: Tony Ciebell Telephone: 608-831-2600 Ext. 324

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

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

1. Proposal to Deliver Products.

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

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

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

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

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

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

2. Contract Price Proposal.

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

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

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

See pricing form in Attachment A.

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

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

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

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

Upon delivery and acceptance of item by the Owner.

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

Not
Applicable.
>>>>>>>

3. Contract Time Proposal.

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

4. Financial Assurance.

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

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

Not
Applicable.
>>>>>>

5. Firm Proposal.

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

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 9th date of September 2022

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

Bidder's Name: Rural Electric Supply Cooperative

Doing Business As (if different): RESCO

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Jeffrey Kuhnle

Title/Position: VP/cfo, Assistant Secretary

Bidder's Business Address: 2250 Pinetrest Drive

Middleton, WI 53562

Bidder's Business Telephone: (608) 831-2600 Facsimile: (608) 831-7294

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

<u>Matt Hotzler, Chairman</u>	<u>Matt Brandrup, President</u>	
<u>Bob Hance, Vice Chair</u>	<u>Jeff Kuhnle, Asst. Sec.</u>	
<u>Tim Thompson, Sec/Treas</u>		

ATTACHMENT A: SPECIFICATIONS

1. SCOPE

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

2. CODES AND STANDARDS

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

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

3. QUALITY ASSURANCE

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

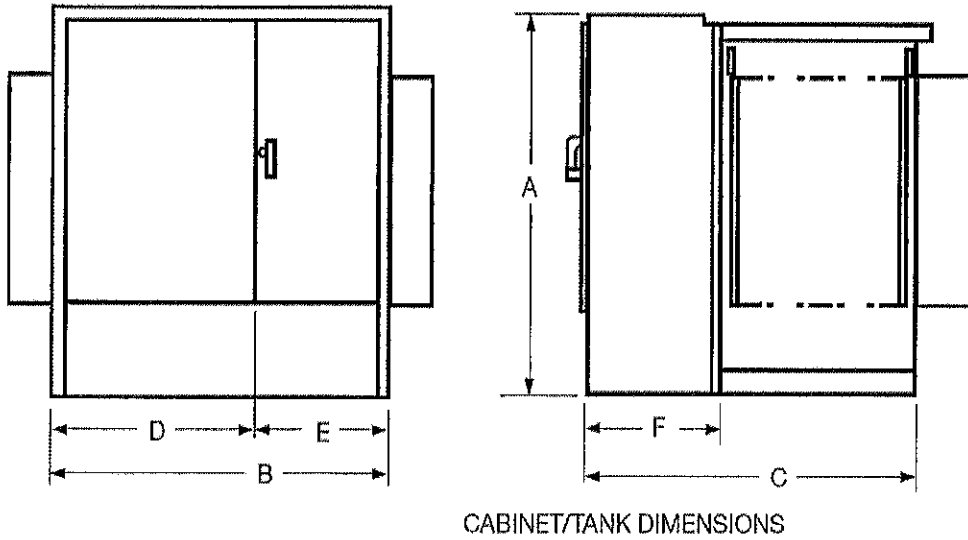
4. TRANSFORMER TECHNICAL REQUIREMENT

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

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

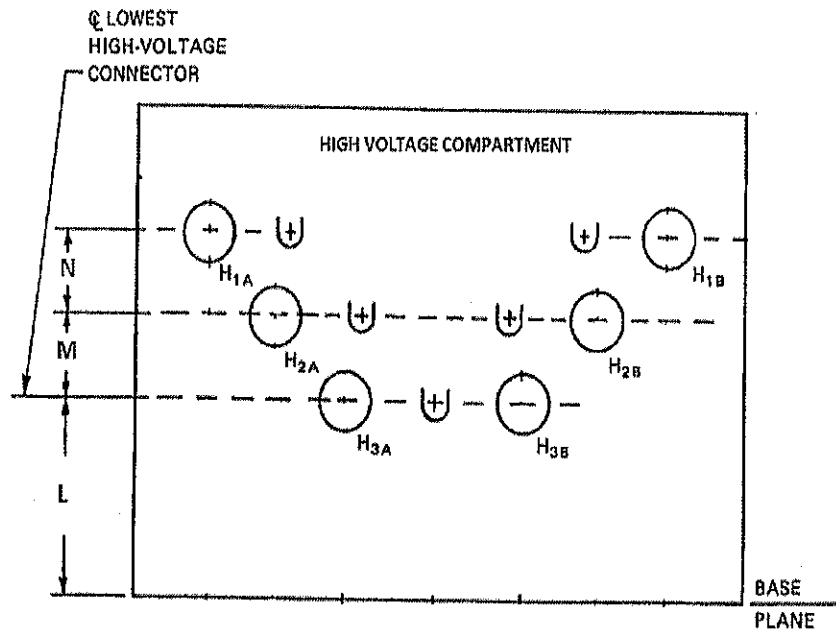
k. Reference Drawings:

Figure #1
Exterior Dimensions



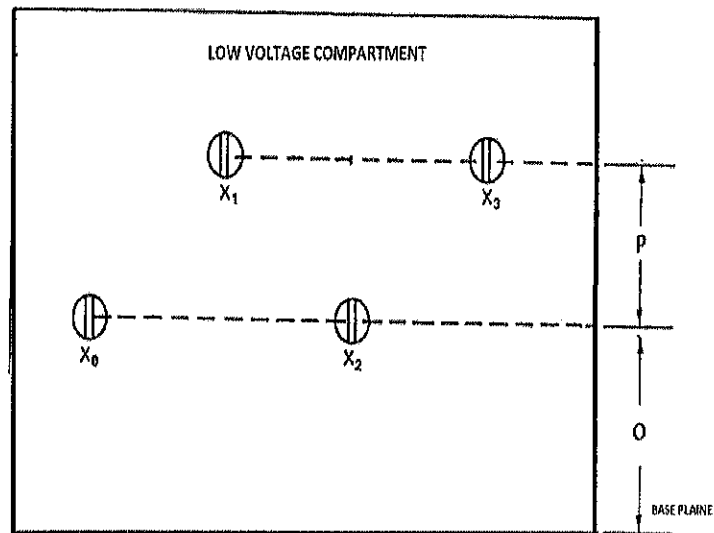
Exterior Dimension		
Dimension	Measurement (inches)	
A	TBD OEM	
B	65.5	
C	TBD OEM	
D	38	
E	28	
F	19.5	

Figure #2
High Voltage Compartment



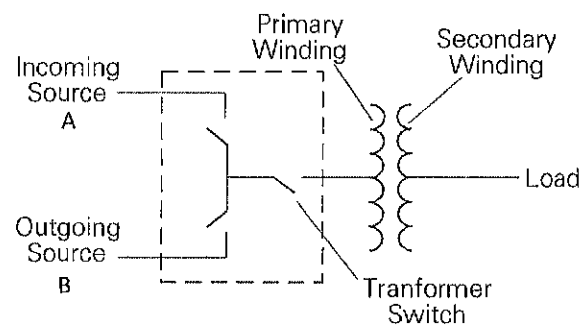
High Voltage Compartment Dimension	
Dimension	Measurement (inches)
L	26.5
M	6
N	6

Figure #3
Low Voltage Compartment



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

Figure 4



5. TEST

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

6. FEATURES

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

7. DOCUMENTATION

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

8. PARTS

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

Pad-mount Transformer Data Sheet

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

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

BID SUBMITTAL

Vendor:

Address:

Email:

Phone:

Transformer Manufacturer

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
75	3	\$17,793.00	155	795	65+

Weight (lbs)

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

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

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

Anthony Vasquez

From: Ciebell, Tony <TCiebell@resco1.com>
Sent: Friday, September 9, 2022 9:10 AM
To: Bids
Cc: Anthony Vasquez
Subject: R.F.B. #022-041 75KVA 208.120 THREE PHASE PAD-MOUNT TRANSFORMERS
Attachments: Winnetka RFB #022-041.pdf; ERMCO 75KVA 3PH XFMR Quote.PDF; 662477.1.pdf

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.

Please see attached bid form, ERMCO quote sheet, and transformer drawing sheet. Carefully review all notes on the quote sheet from ERMCO.

- All ERMCO transformers are now production scheduled prior to placing purchase orders with the factory. Units are slotted according to production availability. Currently, orders placed would have an estimated production lead time of 65+ weeks, or an estimated ship time of mid to late 4th quarter of 2023. Once slots are full, no more orders will be accepted for 2023.
- All ERMCO transformers are subject to Escalation / De-escalation based on the ERMCO material price index at time of shipment. ERMCO is in the process of updating the price index at this time. Once the index is updated, a copy of the index will be made available upon request.

Thank you, Tony

Tony Ciebell
RESCO – Rural Electric Supply Cooperative.
Inside Sales Representative
2250 Pinehurst Drive
Middleton, WI 53562
[REDACTED]
Toll Free: 866-924-6063
Fax: 608-831-7294
tciebell@resco1.com

ATTACHMENT 2: BID TABULATION

75KVA Three Phase UG Transformer, 208/120									
Vendor	KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	No Load Losses @ \$12.19	Full Load Losses @ \$2.67	Operational Cost of each Transformer	Total Purchase Cost
RESCO	75	3	\$ 17,793.00	155.00	795.00	\$ 1,889.45	\$ 2,122.65	\$ 21,805.10	\$ 65,415.30
WEG Transformers	75	3	\$ 17,507.00	194.00	780.00	\$ 2,364.86	\$ 2,082.60	\$ 21,954.46	\$ 65,863.38
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -



Agenda Item Executive Summary

TITLE: Resolution No. R-104-2022: Hibbard Preserve Stormwater Design - Strand Change Order (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: October 6, 2022

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

On August 4, 2020 the Village Council approved the adoption of Resolution R-51-2020 authorizing an Extension of Professional Services pursuant to a Master Professional Services Agreement between the Village and Strand Associates dated February 28, 2017. The extension provided for engineering design services for stormwater management-related improvements associated with Phase 1 of the Stormwater Alternatives Study for Western and Southwestern Winnetka, specifically the Hibbard Road Stormwater Management Facility Design, for a lump sum fee not to exceed \$650,100. The extension further provides for additional "If-Authorized Services", billed at an hourly rate plus expenses not to exceed \$40,000.

EXECUTIVE SUMMARY:

During the development of the final engineering design and required permitting for the Hibbard Preserve Project, the Village encountered many unforeseen obstacles and requests for additional information from various jurisdictional agencies. These additional studies, revisions, and meetings were not anticipated in the original scope of services with Strand, approved by the Council on August 4, 2020.

To ensure that the project remains on schedule, Strand recently provided the Village with a request for a one-time cost increase for engineering services to complete the design and bidding of the Hibbard Preserve Stormwater Management Wetland (Project). Due to the exhaustion of the authorized budget, Strand was unable to complete all of the necessary design services.

An example of one of the regulatory changes encountered was with the US Army Corps of Engineers (USACE) permitting. The original agreement with Strand Associates anticipated pursuing a Regional Permit from the USACE, which was based on several discussions the Village had with the USACE starting back in 2016. Ultimately, the USACE determined the Project did not qualify for a Regional Permit, and instead required an Individual Permit application be submitted, which prompted the development of a larger permit submittal, numerous in person and zoom meetings, and numerous response memos to address USACE questions requests for additional information. A more detailed list is included in the attached letter from Strand Associates.

The USACE also required a Phase 1 Archeologic Study be performed on the Project site even though the State Historical Preservation Office indicated it was not required for the site. At the direction of the Village, this work was subcontracted to an archaeological consultant to do the study. Strand reviewed the results, and updated the Individual Permit application to reflect the findings.

In addition to the USACE, the Forest Preserve District of Cook County (CCFPD) requested modifications to the proposed site layout and engineering drawing which required additional unforeseen revised submittals to the CCFPD for their review and approval.

The Village also received an update from the US Fish and Wildlife regarding a new tree removal restriction taking effect on January 1, 2023. To address US Fish and Wildlife regulations this required the development of a separate tree removal contract before the end of 2022, At the direction of the Village, Strand is developing a stand-alone tree removal contract for bidding and award.

Due to the additional unforeseen needs, Strand Associates is requesting a one-time change order to the approved Master Service agreement to complete the necessary contract and permitting documentation for the Village to bid for the work for the Hibbard Preserve Stormwater Project. Strand is proposing an additional \$65,000 to be able to complete this work. A copy of Strands' anticipated hourly work breakdown is included as an attachment to this report. Staff has reviewed the proposed hours to complete the remaining tasks and believe that this is reasonable for the remaining work required.

To assure that the proposed construction work begins and is completed on time, and within the framework of the approved agreement with the CCFPD, staff is recommending that the Village Council consider approving resolution R-104-2022 for an amount not to exceed \$65,000. A copy of the updated Stormwater Financial Tracking Sheet is attached reflecting this financial change to the overall project budget.

RECOMMENDATION:

Consider adoption of Resolution R-104-2022 authorizing an Extension of Professional Services pursuant to a Master Professional Services Agreement between the Village and Strand Associates dated February 28, 2017. The extension provides for additional engineering design services for stormwater management-related improvements associated with Phase 1 of the Stormwater Alternatives Study for Western and Southwestern Winnetka, specifically to complete the Hibbard Preserve Stormwater Project, for a lump sum fee not to exceed \$65,000.

ATTACHMENTS:

1. Resolution No. R-104-2022 Approving a Second Extension Agreement with Strand - Hibbard Preserve Stormwater Project
2. Strand Letter - Hibbard Preserve Stormwater Engineering Services
3. Stormwater Project Tracking Sheet as of October 1, 2022

A RESOLUTION APPROVING THE SECOND EXTENSION OF A PROFESSIONAL SERVICES AGREEMENT WITH STRAND ASSOCIATES FOR ENGINEERING WORK RELATED TO THE HIBBARD PRESERVE STORMWATER PROJECT

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, 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, Forest Preserve District of Cook County ("**FPDCC**") is the owner of a 49-acre parcel located at the northwest corner of Hibbard Road and Winnetka Avenue in unincorporated Cook County, Illinois ("**FPDCC Property**"); and

WHEREAS, in 2015, the Village hired Strand Associates, Inc. ("**Consultant**") to prepare a stormwater management study and to develop and evaluate alternatives for managing stormwater within western portions of the Village; and

WHEREAS, as a result of the study, the Consultant recommended the construction of certain stormwater improvements on the FPDCC Property (collectively, the "**Project**"), including a Hibbard Road Stormwater Management Facility ("**Facility**"); and

WHEREAS, on February 21, 2017, the Village Council adopted Resolution R-12-2017 approving a Master Services Agreement with the Consultant for all future engineering services related to the Project, some of which would be contingent upon future intergovernmental agreements between the Village and certain government agencies ("**Master Services Agreement**"); and

WHEREAS, on August 4, 2021, the Village Council adopted Resolution R-51-2021, approving an Extension of the Master Services Agreement ("**First Extension Agreement**") for the performance of specific engineering and design services related to the Project, including the design of the Facility (collectively, "**Services**"); and

WHEREAS, the design of the Project and the Services are subject to the approval of certain government agencies, including the FPDCC, US Army Corps of Engineers, and US Fish and Wildlife Service (collectively, "**Review Agencies**"); and

WHEREAS, the Review Agencies have imposed new and significant requirements for approval of the Project which have caused the Consultant's costs of completing the Services to exceed the amounts contemplated under the First Extension Agreement; and

WHEREAS, the Consultant has agreed to complete the Services, including the design of the Facility, pursuant a second Extension Agreement ("***Second Extension Agreement***"), for an additional amount not to exceed \$65,000; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Second Extension Agreement with the Consultant;

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 SECOND EXTENSION AGREEMENT. The Village Council hereby approves the Second Extension Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE SECOND EXTENSION 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 Second Extension Agreement, after receipt by the Village Manager of two executed copies of the final Second Extension Agreement from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Second Extension Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Second Extension Agreement 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.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 6th day of October, 2022, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
SECOND EXTENSION AGREEMENT

EXHIBIT A

VILLAGE OF WINNETKA EXTENSION OF PROFESSIONAL SERVICES AGREEMENT

This **EXTENSION OF PROFESSIONAL SERVICES AGREEMENT** ("**Extension Agreement**") is dated as of the 6th day of October, 2022, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **STRAND ASSOCIATES, INC.** ("**Consultant**") and incorporates by this reference, and is governed by, all the terms and conditions, rights and responsibilities of that certain Master Professional Services Agreement dated February 28, 2017, by and between the Village and the Consultant ("**Master Agreement**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Extension Agreement and the Master Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. Project Description.

Engineering design services for stormwater management related improvements associated with Phase 1 Hibbard Preserve Stormwater Management Wetland, as more fully described in the proposal attached to this Extension Agreement as **Exhibit A** ("**Services**").

SECTION 2. SCOPE OF SERVICES.

A. Services. The Consultant shall provide the consulting services as set forth more fully on the Proposal attached as Exhibit A ("**Services**") and Exhibit B ("**Special Provisions**", pursuant to the terms and conditions of this Extension Agreement and the Master Agreement.

B. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Extension Agreement has been fully executed by the Parties ("**Project Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Extension Agreement or the Master Agreement by the Village, but in no event shall the Services be completed later than June 30, 2023 ("**Time of Performance**").

SECTION 3. COMPENSATION

For providing, performing and completing all services, Consultant shall be paid at the rates set forth in **Exhibit C**, but not to exceed, in totality, by the end of this Extension Agreement, the amount of \$65,000.

SECTION 4. **KEY PROJECT PERSONNEL**

The following are deemed “Key Project Personnel” pursuant to Section 4.A of the Master Agreement for the Services to be provided pursuant to this Extension Agreement: Michael Waldron, Mark Shubak, Kelsey Gattone, Jimmy Canning, Miranda Gollwitzer, and Mike Williams.

SECTION 5. **GENERAL TERMS**

A. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Extension Agreement, or has personally received payment or other consideration for this Extension Agreement; (2) as of the date of this Extension Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Extension Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Extension Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Extension Agreement.

B. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Extension Agreement as principals are those disclosed to the Village prior to the execution of this Extension Agreement, and that this Extension Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Extension Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Extension Agreement shall, at the Village’s option, be null and void.

C. Authority to Execute.

1. The Village. The Village hereby warrants and represents to the Consultant that the persons executing this Extension Agreement on its behalf have been properly authorized to do so by its corporate authorities.
2. The Consultant. The Consultant hereby warrants and represents to the Village that the persons executing this Extension Agreement on its behalf have the full and complete right, power, and authority to enter into this Extension Agreement and to agree to the terms, provisions, and conditions set forth in this Extension

EXHIBIT A

SERVICES

Project Information

Services Name: Hibbard Preserve Stormwater Management Wetland Design

Services Description: Provide engineering design services in accordance with the Extension of Professional Services Agreement dated October 6th, 2022, for stormwater management-related improvements associated with the Hibbard Preserve Stormwater Management Wetland (Project).

Scope of Services

1. Develop pre-final engineering drawings for the Project based on Site Revision No. 5 to include the following sheets.
 - a. Title sheet
 - b. Drawing list, general notes, legend
 - c. Existing conditions, controls, and benchmarks
 - d. Access plan and limits of disturbance
 - e. Demolition and erosion/sediment control
 - f. Stormwater pollution prevention plan
 - g. Traffic control
 - h. Stormwater storage site grading
 - i. Earthwork quantities
 - j. Cross sections along drainage way
 - k. Winnetka Road pumping station modification details
 - l. Willow Road culvert details
 - m. Leaping Weir culvert details
 - n. Sunset Road culvert details
 - o. Restoration
 - p. General construction details
 - q. Village maintenance plan
 - r. Landfill grading
2. Develop pre-final technical specifications, maintenance and management plan, and opinion of probable construction cost (OPCC) for the Project.
3. U.S. Army Corps of Engineers (USACE) permitting assist.
 - a. Submit pre-final documents for the Project including engineering drawings, maintenance and management plan, and technical specifications to USACE and respond to agency comments.
 - b. Submit final documents to USACE for final permit.
 - c. Assist the Village in review of potential wetland mitigation plans.

- d. Attend up to two virtual meetings with the Village and USACE to discuss final documents and final permit conditions.
- 4. Forest Preserve District of Cook County (FPCC) agreement assistance.
 - a. Submit pre-final documents for the Project including engineering drawings, maintenance and management plan, and technical specifications to FPCC and respond to comments.
 - b. Submit final documents to FPCC for final approval.
 - c. Assist the Village in review of the proposed Intergovernmental Agreement (IGA) and License Agreement and provide associated exhibits for the Project.
 - d. Perform modeling update to indicated drawdown and inundation level for the 5-year and 50-year storm event, respectively.
 - e. Attend up to two virtual meetings with the Village and FPCC to discuss final documents agreements.
- 5. Other Agency Permits. Assist the Village in applying for the following permits:
 - a. Illinois Department of Transportation (IDOT) - for storm sewer and water main improvements on Willow Road and detour for Hibbard Road closure.
 - b. Illinois Environmental Protection Agency (IEPA) - for water main replacements on Willow Road and Hibbard Road.
 - c. Soil and Water Conservation District (SWCD) - for erosion controls on the Project.
- 6. Develop final engineering drawings for the Project to add the the following sheets.
 - a. Project sequencing and phasing
 - b. Hauling routes
 - c. Final tree removal plan
 - d. Wetland restoration plan
 - e. Non-wetland restoration
 - f. Pumping station redesign
- 7. Develop final technical specifications, maintenance and management plan, and opinion of probable construction cost (OPCC) for the Project.
- 8. Provide final engineering documents and bid tabulation to the Village for bidding the following Project components as separate projects.
 - a. Hibbard Preserve Tree Removal Project
 - b. Hibbard Preserve Stormwater Management Wetland Project
- 9. Attend one pre-bid meeting with the Village for the Hibbard Preserve Stormwater Management Wetland Project only.
- 10. Respond to bidder questions and issue addenda as necessary for each project.

11. Attend bid openings, review bidder information, tabulate and analyze bid results, and assist the Village in award of Construction Contracts for each project.

Owner Responsibilities

1. Assist Consultant by placing at Consultant's disposal all available information pertinent to this Project including previous reports, previous drawings and specifications, and any other data relative to the scope of this Project.
2. Provide access to the site as required for Consultant to perform Services under this Agreement.
3. Guarantee access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform Services under this Agreement.
4. Provide all legal services as may be required for the development of this Project.

Schedule

Services will begin upon execution of this Extension Agreement, which is anticipated on October 6, 2022. Services are scheduled for completion by June 30, 2023.

EXHIBIT B

SPECIAL PROVISIONS

[INSERT ANY SPECIAL CONTRACT PROVISIONS AND REQUIREMENTS THAT ARE APPLICABLE FOR THE EXTENSION AGREEMENT. IF NONE, WRITE "NONE."]

None

EXHIBIT C
COMPENSATION

Compensation

The Village shall compensate the Consultant for Services under this Extension Agreement a lump sum of \$65,000.

Client: Village of Winnetka Project: Hibbard Preserve Stormwater Management Wetland Design To Complete Job No.: 1619.042 Date: 28-Sep-2022												BUDGET TOTALS			
Task		PROJ. MANAGER	MODELING ENGR.	PROJ. ENGR 1	PROJ. ENGR 2	ENV. SCI.	STR. ENGR.	ELEC. ENGR.	QA/QC	OFFICE TECH	SECRETARY	Hours	Expense Cost	Labor Cost	Line Cost
Permitting															
	USACE Permitting														
	Assistance with wetland mitigation	6.00										6.00	\$105.60	\$1,529.06	\$1,634.66
	Pre-final engineering submittal	1.00		8.00								9.00	\$158.40	\$1,208.92	\$1,367.32
	Final engineering submittal	1.00		4.00								5.00	\$44.00	\$731.88	\$775.88
	Finalize maintenance and management plan	1.00			2.00							3.00	\$26.40	\$508.44	\$534.84
	Virtual Design Review Meetings	4.00										4.00	\$35.20	\$1,019.37	\$1,054.57
	Modeling updates for 5-year and 50-year storm events		8.00									8.00	\$70.40	\$1,078.35	\$1,148.75
	FPCC IGA and License Agreement Assistance														
	Pre-final engineering submittal	1.00		4.00								5.00	\$88.00	\$731.88	\$819.88
	Final engineering submittal	1.00		4.00								5.00	\$44.00	\$731.88	\$775.88
	IGA and License Agreement assistance to Village	20.00		12.00	6.00							38.00	\$334.40	\$7,288.76	\$7,623.16
	Virtual Design Meetings	4.00										4.00	\$35.20	\$1,019.37	\$1,054.57
	IDOT Permitting														
	Drainage Connection Checklist & Utility Permit Application				4.00							4.00	\$35.20	\$507.19	\$542.39
	Respond to Review Comments				4.00							4.00	\$35.20	\$507.19	\$542.39
	Coordination with Northfield for Detour Plan	1.00			2.00							3.00	\$26.40	\$508.44	\$534.84
	MWRD Permitting														
	WMO Permit Application	1.00			4.00						2.00	7.00	\$89.10	\$975.32	\$1,064.42
	IEPA Permitting (Water Main Connection @ Hib/Willow & Hibbard Services)	1.00		4.00								5.00	\$71.50	\$731.88	\$803.38
	Soil and Water Conservation District														
	Erosion Control Plan	1.00			2.00						1.00	4.00	\$62.70	\$615.08	\$677.78
Permitting		43.00	8.00	36.00	24.00	0.00	0.00	0.00	0.00	0.00	3.00	114.00	\$1,261.70	\$19,693.01	\$20,954.71
Final Engineering															
	Hibbard Preserve Redesign based on Approved Layout #5														
	Pre-Final engineering	2.00	2.00	56.00	6.00	2.00				4.00		72.00	\$1,196.80	\$9,136.54	\$10,333.34
	Final Engineering Drawings														
	Sequencing & Phasing (per USACE)	1.00		4.00		2.00						7.00	\$98.56	\$1,007.43	\$1,105.99
	Hauling Routes	1.00		2.00								3.00	\$42.24	\$493.36	\$535.60
	Tree Removal Plan	1.00		4.00								5.00	\$70.40	\$731.88	\$802.28
	Wetland Restoration Plan			4.00								4.00	\$56.32	\$477.04	\$533.36
	Pumping Station Redesign	4.00		16.00			12.00	12.00		6.00	4.00	54.00	\$760.32	\$9,189.98	\$9,950.30
	Restoration	1.00		4.00								5.00	\$70.40	\$731.88	\$802.28
	Revised specifications	1.00		4.00	4.00				4.00		8.00	21.00	\$239.80	\$2,967.01	\$3,206.81
	Maintenance and Management Plan	1.00			4.00							5.00	\$70.40	\$762.04	\$832.44
	OPCC	1.00		4.00	4.00							9.00	\$79.20	\$1,239.07	\$1,318.27
	Final QA/QC								8.00			8.00	\$70.40	\$1,749.58	\$1,819.98
Final Engineering		13.00	2.00	98.00	18.00	4.00	12.00	12.00	12.00	10.00	12.00	193.00	\$2,754.84	\$28,485.81	\$31,240.65
Bidding Services															
	Prepare Bidding Documents with Village Front Ends - Tree Removal Contract	1.00			8.00						6.00	15.00	\$486.20	\$1,909.09	\$2,395.29
	Prepare Bidding Documents with Village Front Ends - Hibbard Preserve	2.00		4.00	8.00						6.00	20.00	\$556.60	\$2,640.97	\$3,197.57
	Respond to Contractor RFIs and Issue Addenda - Hibbard Preserve	2.00		8.00	8.00							18.00	\$240.90	\$2,478.15	\$2,719.05
	Attend One Pre-Bid Meeting with Village - Hibbard Preserve	4.00									2.00	6.00	\$110.00	\$1,232.66	\$1,342.66
	Attend Bid Opening with Village - Hibbard Preserve	4.00										4.00	\$110.00	\$1,019.37	\$1,129.37
	Prepare Bid Tabulation and Letter of Recommendation - Hibbard Preserve	2.00			4.00						8.00	14.00	\$178.20	\$1,870.03	\$2,048.23
Bidding Services		15.00	0.00	12.00	28.00	0.00	0.00	0.00	0.00	0.00	22.00	77.00	\$1,681.90	\$11,150.27	\$12,832.17
Total Hours		71.00	10.00	146.00	70.00	4.00	12.00	12.00	12.00	10.00	37.00	384.00	\$5,698.44	\$59,329.09	\$65,027.53
% of Total Hours		18.5%	2.6%	38.0%	18.2%	1.0%	3.1%	3.1%	3.1%	2.6%	9.6%				
Billing Rate		\$254.84	\$134.79	\$119.26	\$126.80	\$137.77	\$164.25	\$241.77	\$218.70	\$160.60	\$106.64				
Cost		\$18,093.87	\$1,347.94	\$17,411.84	\$8,875.89	\$551.09	\$1,971.01	\$2,901.25	\$2,624.37	\$1,606.03	\$3,945.80				
Total Labor Cost		\$59,329.09													
Total Expense Cost		\$5,698.44													
Total		\$65,027.53													
Permitting		\$21,000.00													
Final Engineering		\$31,200.00													
Bidding Services		\$12,800.00													
Contract Budget		\$65,000													

September 28, 2022

Mr. James Bernahl, P.E., Director of Engineering
Engineering Department
Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

Re: Hibbard Preserve Stormwater Management Wetland Design and Bidding
Extension of Professional Services Agreement Request
Village of Winnetka, Illinois (Village)

Dear Jim,

Strand Associates, Inc.® (Strand) recently provided the Village with a request for an engineering services agreement to complete design and bidding of the Hibbard Preserve Stormwater Management Wetland (Project). This request was necessitated due to extensive coordination and permitting tasks not foreseen under Strand's previous Extension of Professional Services Agreement, dated August 4, 2020. The previous agreement included design services that could not be performed because the agreement budget was exhausted with the unforeseen tasks described.

United States Army Corps of Engineers (USACE) Individual Permit Required

The original agreement anticipated pursuing a Regional Permit from the USACE, which was based on several discussions the Village had with the USACE starting in 2016. The USACE determined the Project did not qualify for a Regional Permit and required an Individual Permit application be submitted, which prompted the following additional tasks:

- Two additional pre-application meetings and nine permit review meetings with USACE
- Five revised site layouts, based on USACE modification requests
- One minor and two significant engineering redesign and drawing set revisions
- Three hydraulic modeling updates based on USACE requested site revisions
- A 492-page Individual Permit application document
- A 50-page Revised Alternatives Analysis
- A 3-page objection to the USACE's public notice publication
- A 13-page response to the public notice comments
- A 57-page Public Interest Review
- A 61-page response to a USACE request for additional information

Mr. James Bernahl, P.E., Village Engineer
Village of Winnetka
Page 2
September 28, 2022

Forest Preserve District of Cook County (FPCC)

Modifications to the site layout and engineering drawing sets also prompted revised submittals to the FPCC for its review and approval.

Archeological Study

The USACE required a Phase 1 Archeologic Study be performed for the Project site, even though the State Historical Preservation Office indicated it would not be required for the site. Strand subcontracted with an archeological consultant to perform the study, reviewed the results, and updated the Individual Permit application to reflect the findings.

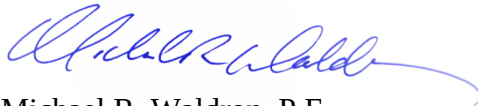
Tree Removal Contract

To address United States Fish and Wildlife regulations necessitating tree removal before the end of 2022, Strand is developing a stand-alone tree removal contract for bidding and award.

Please call 815-744-4200 if you have questions or would like clarification of any item.

Sincerely,

STRAND ASSOCIATES, INC.®



Michael R. Waldron, P.E.

USACE Engagement Log

- 2/20/21 developed narrative, hydraulic data, and exhibits of proposed project, grading, and restoration - satisfies Preliminary Engineering, 9.a and b
- 2/23/21 request for pre-application meeting
- 2/26/22 request confirmed by USACE
- 3/8/21 Pre-application Meeting No. 1
- presented project and exhibits
 - Request was for a Regional Permit #5 (RP-5) based on prior USACE discussions
 - USACE indicated they needed to perform further review and suggested a follow up meeting
- 3/23/21 Pre-application Meeting No. 2 with USACE
- USACE indicated the project does not qualify for RP-5
 - USACE indicated an Individual Permit is required for the project
 - USACE requested the site layout be revisited to remove the meandering channel and reuse existing ditch channel and avoid sedge wetland
 - USACE requested a site visit to review existing conditions (in May)
 - USACE indicated that a Phase 1 Archeological Study is required
 - USACE requested the wetland delineation (performed by V3 Consultants) be updated and include investigation for Eastern Prairie Fringed Orchid
- 3/23/21 Began minor engineering Revision No. 1 of drawings
- 4/16/21 Model Revision No. 1 completed for revised site layout
- 4/20/21 Submitted site plan Revision No. 1 removing meandering channel and reducing sedge meadow impacts.
Submitted revised plan to USACE
- 5/25/21 Pre-application Meeting No. 3 with USACE - on site meeting
- 5/26/21 Assist with review of proposal from ENCAP for updated wetland delineation
- 6/10/21 USACE performs their own site visit without Village representation
- 6/18/21 USACE requires additional information as part of an Individual Permit App.
USACE requests all storage be located outside of high-quality wetland areas

USACE requests a copy of the alternatives analysis proving the proposed Project is the preferred alternative (this document was previously provided)

- 6/22/21 Assisted Village with development of a “talking point” document sent to various legislative representative offices.
- 7/19/21 Received note from ENCAP that the Eastern Prairie Fringed Orchid does not exist on the Project site.
- 7/21/21 Subcontracted with Commonwealth Heritage Group to perform a Phase 1 Archeological survey and report.
- 7/22/21 Received and reviewed draft ENCAP wetland delineation report. Updated site exhibits and engineering drawings to reflect new delineation and findings
- 8/2/21 Provided Village with comments on the draft ENCAP report
Determined that a Jurisdictional Determination would not benefit the project (remove it from USACE jurisdiction) and would probably delay permitting
- 8/20/21 Received interim memo from the Phase 1 Archeological survey that found nothing of significance. Provided to USACE
- 8/27/21 Submitted Individual Permit to USACE - this is a 492-page document following the USACE Individual Permit documentation requirements
- 8/31/21 Received confirmation of receipt of the Individual Permit application
- 9/8/21 USACE forwarded Individual Permit application to IEPA for water quality certification
- 9/13/21 Received notification from IEPA that USACE needs to first determine whether water quality certification is required.
- 10/7/21 Received final Phase 1 Archeological Survey Report and provided to USACE
- 10/7/21 Received comments from USACE relative to the Individual Permit application. Comments required the following:
- A revised permit application
 - A public notice
 - A revised Alternatives Analysis
 - Indicated that he wants to revise the site layout and alternate storage locations

- Indicated he does not agree with the proposed mitigation ratios and that they will be significantly greater
- 10/21/21 Submitted a revised Individual Permit application to the USACE along with the final Phase 1 Archeological Survey Report
- 10/27/21 Public Notice period opened. 30-day notice ends November 26
- 11/3/21 Submitted letters of support from various local and state elected officials and agency directors.
- 11/3/21 Submitted an objection to the Public Notice as published and requested a number of revisions and clarifications.
- 11/3/21 USACE indicated their determination that no changes to the notice were needed.
- 11/10/21 Requested determination from USACE as to their desired mitigation ratios to allow us to proceed with site layout revisions requested. USACE responded that they have not decided and need further information and evaluation, but did indicate Wetland 3 and 5 would be “at least 3:1”.
- 11/17/21 Submitted additional Village support letters to USACE from U.S. Senators and Representative
- 11/17/21 Submitted a revised Alternative Analysis to USACE indicating property owner objections to other potential properties being used for stormwater storage.
- 12/10/21 Received 4 public comment letters from USACE as they received during the public comment period.
- 12/20/21 Received comment letter from Village - letter from Robert Lewis to Rob Bahan following their meeting.
- 12/28/21 USACE indicates a more detailed Alternatives Analysis is required addressing specific environmental related impacts and rationalization.
- 1/21/22 Submitted public comments response to USACE. This is a 13-page document.
- 3/2/22 Submitted a revised Alternatives Analysis to the USACE. This is a 50-page document.

- 3/3/22 USACE sent an email indicating that we should continue to look for alternative storage opportunities to reduce the footprint on the site and suggesting using more upland area rather than the lower wetland areas. We responded that upland areas require more tree removal which is not acceptable to the property owner, FPCC
- 3/11/22 USACE requested a grading map for the current site (already provided with Individual Permit application). Resent the grading plan to USACE
- 3/18/22 Received comments from USACE indicating the following:
- A revised assessment of potential measures to avoid and minimize impacts to the high-quality aquatic resources on the Project site.
 - A Public Interest Review assessing anticipated benefits versus detrimental effects associated with the project
 - A revised site plan
 - Approval of the Alternatives Assessment
 - They did not indicate required mitigation ratios but primarily at 5:1
- 3/21/22 Permit review Meeting No. 1 with Village and USACE - on site meeting
- USACE did not share final mitigation ratios but indicated a potential tiered mitigation ratio up to 5:1 in the high-quality areas
 - USACE indicated their ideas for revising the site layout and where the various wetland mitigation ratios would be applied.
- 3/21/22 Began significant engineering Revision No. 2 of drawings and calculations including site layout, grading, earth excavation calculations, volume calculations, restoration plans, and associated site impact calculations.
- 3/24/22 Model Revision No. 2 completed for revised site layout
- 3/25/22 Submitted site plan Revision No. 2 (labeled as No. 1) to USACE
This revision removed Wetland 3.
- 3/30/22 Permit review Meeting No. 2 with Village and USACE - virtual meeting
- USACE was positive with Revision No. 2 but not ready to approve. Asked for further revisions and more storage in upland areas and reduced wetland storage areas
 - Began discussion of potential wetland mitigation options
 - USACE requested State Historic Preservation Signoff even though we already provided a sign off from 12/12/21 and the Phase 1 Archeological Study identified no significance (we resent the prior sign off)
- 4/6/22 Submitted site plan Revision No. 3 to USACE

USACE continued to have comments and asked for another revision.

- 4/26/22 Permit review Meeting No. 3 with Village, FPCC, and USACE - virtual meeting
- Discussed recent site revisions and requests from USACE that impact FPCC interests
 - Discussed potential FPCC properties for wetland mitigation
- 5/10/22 Submitted a Public Interest Review to the USACE. This is a 57-page document
- 5/12/22 Submitted site plan Revision No. 4 to USACE and FPCC
- 5/13/22 USACE gave email approval of this layout.
- 5/13/22 Began minor engineering Revision No. 3 of drawings and calculations.
- 5/19/22 Permit review Meeting No. 4 with Village, FPCC, and USACE - virtual meeting
- Vague discussion of mitigation ratio but no commitment
 - Discussed potential FPCC properties for wetland mitigation
- 5/20/22 Received email from USACE finally indicating their mitigation ratio requirements.
- 5/23/22 Submitted objection to mitigation ratios and Village requested modification
- 5/23/22 USACE informed us of a change to their Section 7 Federally Threatened and Endangered Species Review which will list the northern long-eared bat (found at the Project site) from threatened to endangered January 1, 2023 and that all tree clearing must be performed between August 1 and December 30, 2022, or be delayed until this final ruling is issued.
- 5/31/22 Received final determination of mitigation ratios from USACE rejecting the Village objection and setting the requirement.
Wetland mitigation acreage was determined to be 58.07 acres
- 6/2/22 Permit review Meeting No. 5 with Village and USACE to discuss mitigation ratios. No luck in making changes.
- 6/2/22 Began minor engineering Revision No. 4 and redirected revisions based on USACE determination of wetland ratios.

6/13/22 Permit review Meeting No. 6 with Village and RES to discuss potential wetland mitigation plans.

6/15/22 Permit review Meeting No. 7 with Village and USACE to discuss potential wetland mitigation banking and off-site mitigation sites.

6/30/22 Model Revision No. 3 completed for revised site layout

7/6/22 Submitted site plan Revision No. 5 to USACE and FPCC reducing wetland mitigation to 50.46 acres and reducing tree impacts by \$115,000.

7/11/22 Inquired to USACE on approval of revised site plan.
USACE email indicated hesitance to approve this change because they felt it reduced wetland impacts in the lower-quality areas and not the high-quality areas. We explained the balance with FPCC push to avoid significant trees.

7/12/22 Permit review Meeting No. 8 with Village and USACE to discuss revised site layout. USACE approved the final site layout as Revision No. 5

7/15/22 USACE provide written approval of Layout No. 5 in an email.

7/15/22 Began significant engineering Revision No. 5 of drawings and calculations including site layout, grading, earth excavation calculations, volume calculations, restoration plans, and associated site impact calculations for pre-final engineering submittal.

7/19/22 Permit review Meeting No. 9 with Village, RES, FPCC, and USACE to discuss potential wetland mitigation at Paul Douglass Preserve.

7/28/22 Submitted pre-final engineering drawings and specifications to USACE and FPCC.
Wetland area disturbance was further reduced for a mitigation ration of 50.23 acres.

8/19/22 Inquired to USACE about status of pre-final engineering review.

8/24/22 USACE responded that still reviewing but won't give comments until completed review of off-site wetland mitigation plan (provided by RES)

8/25/22 Pushed USACE to provide Hibbard Preserve comments

9/15/22 USACE called and indicated they are done with their review and will be issuing comments shortly.

Indicated they will put a condition in the permit for the Village contractor to submit a restoration, maintenance, and management plan to USACE for approval.

- 9/16/22 Pushed back to USACE that Village does not want such a condition and agreed to provide contractor plan for review and suggestions. USACE rejected this request.
- 9/20/22 Responded to USACE with concession to the permit condition and requested an email approving Hibbard Preserve layout and wetland mitigation plan.
- 9/21/22 Received comments from USACE approving engineering drawing and specifications for Hibbard Preserve project.
USACE had specific comments on changes to be made to the proposed maintenance and management plan.
- 9/23/22 USACE issued comments for the Paul Douglas wetland mitigation plan (created by RES under contract with the Village)

Project	Council Approved Plan 11/2020	Plan Escalation 2021 (CPI - 7%) - Note 1	Project Plan - Updated October 1, 2022
Storage Projects			
CCFP Stormwater Wetland	\$ 2,408,478	\$ 2,577,071	\$ 2,577,071
Landfill Reconfiguration	\$ 1,719,378	\$ 1,839,734	\$ 987,838
Crow Island Storage	\$ 3,994,524	\$ 4,274,141	\$ 4,274,141
Duke Childs & Park District Storage	\$ 6,907,777	\$ 7,391,321	\$ -
StormTrap	\$ -	\$ -	\$ 4,239,210
DiMeo Contract	\$ -	\$ -	\$ 4,421,821
Par 3 Golf Course Storage	\$ 1,456,319	\$ 1,558,261	\$ 2,424,009
18-Hole Golf Course Storage	\$ 3,460,107	\$ 3,702,314	\$ -
Village electrical costs	\$ -	\$ -	\$ 238,220
DiMeo Contract	\$ -	\$ -	\$ 6,393,630
Subtotal Storage Projects	\$ 19,946,583	\$ 21,342,843	\$ 25,555,940
Conveyance Projects			
Hibbard Road	\$ 3,400,150	\$ 3,638,161	\$ 1,913,341
DiMeo Contract (47% of project)	\$ -	\$ -	\$ 1,575,274
Spruce Street	\$ 175,901	\$ 188,214	\$ 188,214
Oak Street West	\$ 998,631	\$ 1,068,535	\$ 935,292
DiMeo Contract (12% of project)	\$ -	\$ -	\$ 122,749
Oak Street East	\$ 2,266,544	\$ 2,425,202	\$ 2,425,202
Ash Street	\$ 3,514,116	\$ 3,760,104	\$ 3,348,227
DiMeo Contract (11% of project)	\$ -	\$ -	\$ 347,788
Willow Road East	\$ 3,636,327	\$ 3,890,870	\$ 3,890,870
Crow Island Outlet	\$ 1,754,866	\$ 1,877,707	\$ 1,877,707
Mount Pleasant Street	\$ 1,789,171	\$ 1,914,413	\$ 1,914,413
Sunset Road West	\$ 1,935,429	\$ 2,070,909	\$ 2,070,909
Sunset Road East	\$ 4,464,674	\$ 4,777,201	\$ 4,777,201
Provident Neighborhood	\$ 2,016,432	\$ 2,157,582	\$ 2,157,582
Locust Street	\$ 1,490,910	\$ 1,595,274	\$ 1,595,274
Hill Road	\$ 270,802	\$ 289,758	\$ 289,758
Skokie Ditch	\$ 2,707,333	\$ 2,896,846	\$ 2,896,846
North of Pine Street	\$ 1,656,855	\$ 1,772,835	\$ 1,772,835
Flood Prone Property - CIW	\$ -	\$ -	\$ 250,000
Flood Prone Property - Increase	\$ -	\$ -	\$ 145,000
Subtotal Conveyance Projects	\$ 32,078,141	\$ 34,323,611	\$ 34,494,482
Soft Costs (Engineering, Fees, Contingency etc.) - not escalated			
FPDCC Fees	\$ 3,113,000	\$ 3,113,000	\$ 3,113,000
Mitigation Fees - USACE	\$ 2,220,000	\$ 2,220,000	\$ 2,200,000
Engineering	\$ 4,761,178	\$ 4,761,178	\$ -
Strand Contract R-78-2022	\$ -	\$ -	\$ 2,920,440
Strand Contract R-104-2022	\$ -	\$ -	\$ 65,000
Committed Engineering Costs			\$ 1,848,660
Construction Management - Storage	\$ 715,500	\$ 715,500	\$ -
Strand Contract R-75-2022	\$ -	\$ -	\$ 665,800
Construction Mgmt. - Conveyance	\$ 2,141,207	\$ 2,141,207	\$ 1,000,000
Partner Payments (NTHs, WPD, D36)	\$ 669,600	\$ 669,600	\$ 669,600
Contingency	\$ 10,075,791	\$ 10,075,791	\$ 6,829,808
Subtotal Soft Costs	\$ 23,696,276	\$ 23,696,276	\$ 19,312,308
Project Total	\$ 75,721,000	\$ 79,362,730	\$ 79,362,730

Allocated Contingency at 10/1/2022 (Note 2): \$ 3,245,983

Previously Committed Costs at 9/1/2022 (Note 3): \$ 28,317,201

Property Acquisition and Engineering (Note 4): \$ 210,000

Total Costs Committed to Date: \$ 28,527,201

Notes:

- Note 1) The original Council approved plan from November of 2020 was escalated through 12/31/2021 utilizing the U.S. Bureau of Labor Statistics December 31, 2021 Consumer Price Index report.
https://www.bls.gov/news.release/archives/cpi_01122022.htm
- Note 2) The cell highlighted in blue is the total amount of project contingency utilized as of August 1, 2022.
- Note 3) Cells highlighted in green reflect committed costs as of August 1, 2022. A "committed cost" is an amount that has already been expended or is contractually obligated to be paid in the future. The following is a summary of some of the substantial committed costs to date:
- R-51-2020 (8/4/2020): Strand - \$650,100, CCFP and Landfill Design Engineering.
 - R-25-2021 (2/19/2021): Strand - \$939,670, N. of Willow Design Engineering.
 - R-98-2021 (12/7/2022): Storm Trap Purchase - \$4,239,210
 - R-74-2022 (6/21/2022): DiMeo - \$15,285,271 (\$426,673 reimbursable)
 ^ above does not include \$1,229,286 WPD alternatives costs.
 - R-75-2022 (6/21/2022): Strand - \$665,800, N. of Willow Construction Engineering.
 - R-78-2022 (6/21/2022): Strand - \$2,920,440, Conveyance Engineering.
 - R-88-2022 (8/16/2022): USACE Mitigation Fees - \$2,200,000.
 - R-58-2019 and R-27-2020: 9/6/22 payments made to New Trier High School (\$279,600) and Winnetka Park District (\$390,000) USACE Mitigation Fees - \$2,200,000.
- Note 4) The cells highlighted in pink represent updates to the stormwater tracking spreadsheet since September 1st. Since September 1st, there have been two items added to the spreadsheet. The first is increase in cost for the flood prone property acquisition. This item was initially committed as a net cost of \$250,000 and has been increased by \$145,000 to \$395,000. In total the property acquisition cost is \$1,295,000 offset by a \$900,000 grant from the Metropolitan Water Reclamation District of Chicago (MWRD) for a net cost of \$395,000.
- The second item added to the spreadsheet is for a change order for Hibbard Preserve stormwater design services provided by Strand Associates. This change order, resolution R-104-2022 will be considered at the October 6th Village Council meeting.
- Contingency has been adjusted to account for the additional cost from both of these items.



Agenda Item Executive Summary

TITLE: Ordinance No. M-12-2022: 644 Pine Lane - Variation (Introduction)

PRESENTER: David Schoon

AGENDA DATE: October 6, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

On October 6, 2022, the Village Council is scheduled to consider Ordinance M-12-2022 in response to an application submitted by Doug Minahan (the "Applicant") as the owner of the property located at 644 Pine Lane (the "Subject Property"). **(Attachment 1)** The Applicant requests approval of the following zoning variation to allow alterations to the existing coach house on the Subject Property:

1. A variation to allow garage space on the Subject Property to exceed the maximum permitted garage capacity of four vehicles in the R-2 Single Family Residential District.

The Applicant requests the variation to allow alterations to the existing coach house on the Subject Property in order to maintain the existing two-car attached garage, bringing the total vehicle capacity on the Subject Property to six. The Applicant is in the process of constructing a new home on the Subject Property as well as remodeling the existing coach house. The building permit issued in June of this year to remodel the existing coach house included the removal of the two existing garage doors. According to the approved building permit, the existing garage space is to be converted into a property maintenance storage area. The two overhead garage doors are to be replaced with 6-foot wide swinging carriage doors to allow for equipment access only. The conversion of the garage space in the coach house to storage was driven by the fact that the new single-family residence that is currently under construction includes garage space to accommodate four vehicles, the maximum permitted garage capacity.

Since the issuance of the building permit for the coach house, the Applicant has decided to submit the variation application that is currently before the Council in order to maintain the existing two-car attached garage in the coach house.

ADVISORY BOARD/COMMISSION REVIEW

The Zoning Board of Appeals (ZBA) considered the request on September 12, 2022. **Attachment 2** includes the staff report to the ZBA, which summarizes the request, and draft minutes of the ZBA

meeting. After hearing from the Applicant, and no members of the public, the ZBA discussed the request. Two members were concerned about setting a precedent if the request is granted. One member was also concerned that even though the Applicant does not intend to park six vehicles on the Subject Property future owners would be able to if the request is granted. Other members felt that the existing façade of the coach house already resembles garage doors and the structure will remain regardless of whether the space is used for parking vehicles or for other types of storage. Another member noted that the request was appropriate on a property of this size (2.4 acres). Ultimately, by a vote of 4-2, the Board recommended approval of request.

RECOMMENDATION:

Given the ZBA's recommendation of approval was not unanimous, the Council is scheduled to consider only introduction of Ordinance M-12-2022. Should the Council approve introduction of the Ordinance, the adoption of the Ordinance would be considered at a future Council meeting.

ATTACHMENTS:

1. Ordinance M-12-2022, An Ordinance Granting a Variation to Allow Garage Space to Exceed the Maximum Permitted (644 Pine Lane)
2. September 7, 2022, ZBA Staff Report and Attachments, and Draft September 12, 2022 ZBA Meeting Minutes

**AN ORDINANCE GRANTING A VARIATION
FROM THE WINNETKA ZONING ORDINANCE
TO ALLOW GARAGE SPACE ON THE SUBJECT PROPERTY TO
EXCEED THE MAXIMUM PERMITTED
WITHIN THE R-2 SINGLE FAMILY RESIDENTIAL DISTRICT
(644 Pine Lane)**

WHEREAS, Douglas Minahan, as Trustee of the Douglas Minahan Trust dated June 25, 2020 as an undivided 50 percent interest, and Jessica Ann Minahan, as Trustee of the Jessica Ann Minahan Trust dated June 25, 2022 as an undivided 50 percent interest (collectively, the “**Applicant**”) are the record title owners of the parcel of real property commonly known as 644 Pine Lane in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“**Subject Property**”); and

WHEREAS, the Subject Property is approximately 2.4 acres in area and located within the R-2 Single Family Residential District of the Village (“**R-2 District**”) and is improved with a single-family residence that is currently under construction (“**Residence**”) and an existing coach house (“**Coach House**”); and

WHEREAS, the Coach House contains a two-car garage (“**Existing Garage**”) that is currently being converted into property maintenance storage space due to the Residence containing garage space to accommodate four vehicles; and

WHEREAS, the Applicant desires to maintain the Existing Garage in the Coach House (“**Proposed Garage**”); and

WHEREAS, pursuant to Section 17.24.020.B.4 of the Winnetka Zoning Ordinance (“**Zoning Ordinance**”), a permitted accessory use and the use of an accessory building may include private garages with a total capacity of not more than four vehicles; and

WHEREAS, to construct the Proposed Garage in the Coach House on the Subject Property, the Applicant filed an application for a variation from Section 17.24.020.B.4 to allow the Proposed Garage to include a total capacity of two vehicles, and a total of capacity of all garages on the Subject Property of six vehicles (“**Variation**”); and

WHEREAS, on September 12, 2022, after due notice thereof, the Zoning Board of Appeals (“**ZBA**”) conducted a public hearing on the Variation and, by a vote of four members in favor and two opposed, recommended that the Council of the Village of Winnetka (“**Village Council**”) approve the Variation; and

WHEREAS, pursuant to Section 17.60.050 of the Zoning Ordinance, the Village Council has determined that: (i) the Variation is in harmony with the general purpose and intent of the Zoning Ordinance and is in accordance with general or specific rules set forth in Chapter 17.60 of the Zoning Ordinance; and (ii) there are practical difficulties or particular hardships in the way of carrying out

the strict letter of the provision or regulation of the Zoning Ordinance from which the Variation have been sought; and

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

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

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

SECTION 2: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variation from Section 17.24.020.B.4 of the Zoning Ordinance to allow the construction of the Proposed Garage on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Garage no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Garage, Coach House, and Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. **Compliance with Plans.** The development, use, and maintenance of the Proposed Garage on the Subject Property must be in strict accordance with the plans prepared by Wade Weissmann Architecture, Inc., copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the

Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Clerk Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Section 2 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

SECTION 7: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8: EFFECTIVE DATE.

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 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

LOT 1 AND LOT 2 OF THE HAROLD NUTTING SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTH WEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1961, AS DOCUMENT 18247865 AND CORRECTED BY PLAT RECORDED DECEMBER 5, 1961 AS DOCUMENT 18347583, IN COOK COUNTY, ILLINOIS.

Commonly known as 644 Pine Lane, Winnetka, Illinois.

PIN: 05-17-312-049-0000 and 05-17-312-048-0000

PLANS

PLANS

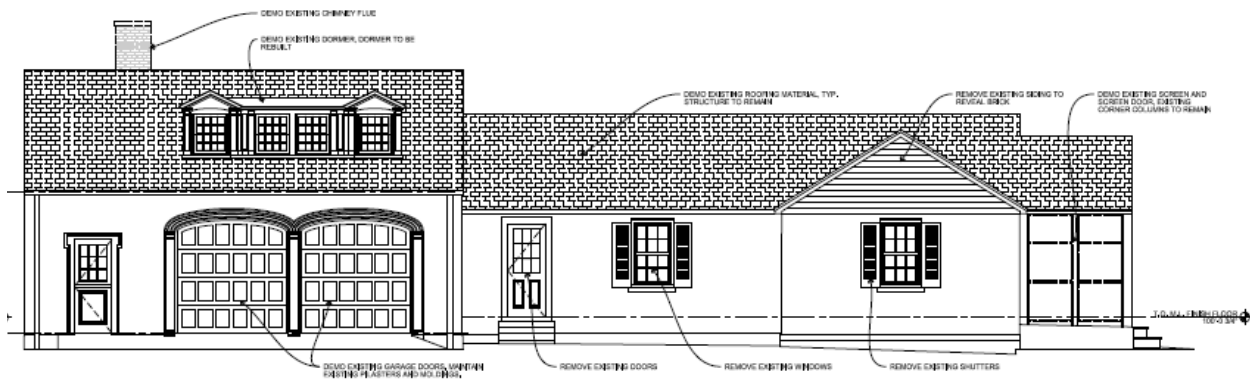
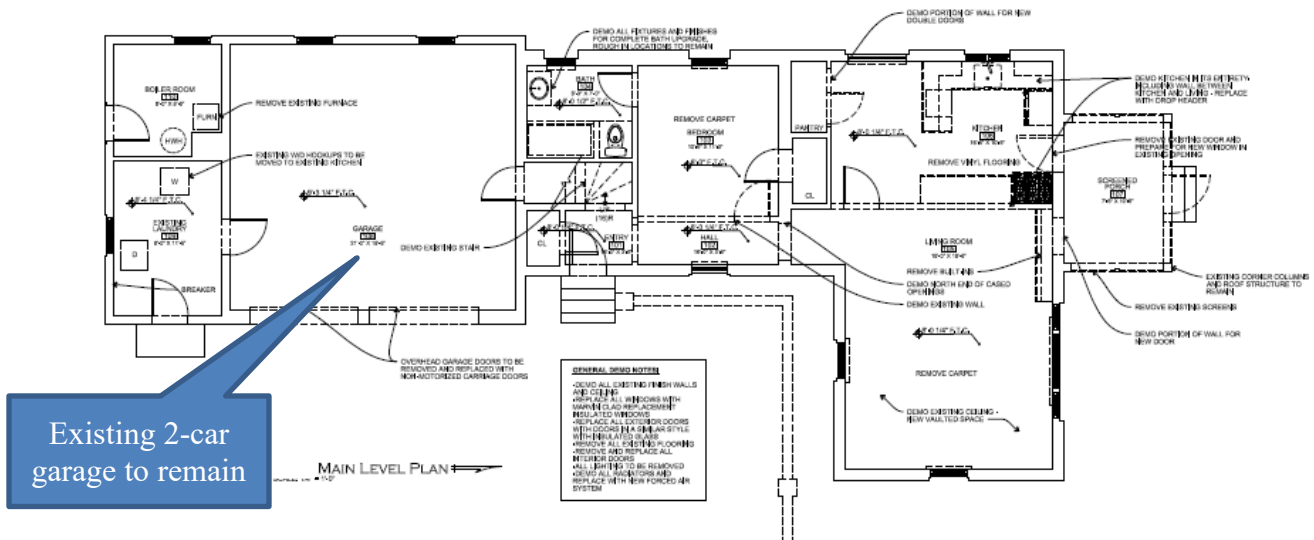


EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Douglas Minahan, as Trustee of the Douglas Minahan Trust dated June 25, 2020 as an undivided 50 percent interest, and Jessica Ann Minahan, as Trustee of the Jessica Ann Minahan Trust dated June 25, 2022 as an undivided 50 percent interest (collectively, the "**Applicant**") are the record title owners of the parcel of real property commonly known as 644 Pine Lane in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Subject Property**"); and

WHEREAS, the Subject Property is approximately 2.4 acres in area and located within the R-2 Single Family Residential District of the Village ("**R-2 District**") and is improved with a single-family residence that is currently under construction ("**Residence**") and an existing coach house ("**Coach House**"); and

WHEREAS, the Coach House contains a two-car garage ("**Existing Garage**") that is currently being converted into property maintenance storage space due to the Residence containing garage space to accommodate four vehicles; and

WHEREAS, the Applicant desires to maintain the Existing Garage in the Coach House ("**Proposed Garage**"); and

WHEREAS, pursuant to Section 17.24.020.B.4 of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"), a permitted accessory use and the use of an accessory building may include private garages with a total capacity of not more than four vehicles; and

WHEREAS, to construct the Proposed Garage in the Coach House on the Subject Property, the Applicant filed an application for a variation from Section 17.24.020.B.4 to allow the Proposed Garage to include a total capacity of two vehicles, and a total of capacity of all garages on the Subject Property of six vehicles ("**Variation**"); and

WHEREAS, Ordinance No. M-12-2022, adopted by the Village Council on _____, 2022 ("**Ordinance**"), grants the Variation; and

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

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

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

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

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

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

Dated: _____, 2022

ATTEST:

**DOUGLAS MINAHAN, AS TRUSTEE OF THE
DOUGLAS MINAHAN TRUST DATED JUNE
25, 2020**

By: _____

By: _____

ATTEST:

**JESSICA ANN MINAHAN, AS TRUSTEE OF
THE JESSICA ANN MINAHAN TRUST
DATED JUNE 25, 2022**

By: _____

By: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: SEPTEMBER 7, 2022
SUBJECT: 644 PINE LANE – VARIATION (CASE NO. 22-19-V2)

INTRODUCTION

On September 12, 2022, the Zoning Board of Appeals is scheduled to hold a public hearing on an application submitted by Doug Minahan (the “Applicant”) as the owner of the property located at 644 Pine Lane (the “Subject Property”). The Applicant requests approval of the following zoning variation to allow alterations to the existing coach house on the Subject Property:

1. A variation to allow garage space on the Subject Property to exceed the maximum permitted garage capacity of four vehicles in the R-2 Single Family Residential District [Section 17.24.020 – Permitted Uses].

A mailed notice was sent to property owners within 250 feet of the Subject Property in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Talk* on August 25, 2022. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as the Council reserves for itself the authority to make the final decision to grant or deny any and all variations that have not been delegated to the Zoning Board of Appeals, such as this request to exceed the maximum permitted garage capacity of four vehicles.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 2.4 acres in size, is located at the north end of Pine Lane, between Hibbard and Ardsley Roads (see Figures 1 and 2). The Subject Property contains an existing coach house with a new single-family residence currently under construction. The property is zoned R-2 Single Family Residential, and it is surrounded by R-2 Single Family Residential (see Figure 3). The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.



Figure 1 – Aerial Map

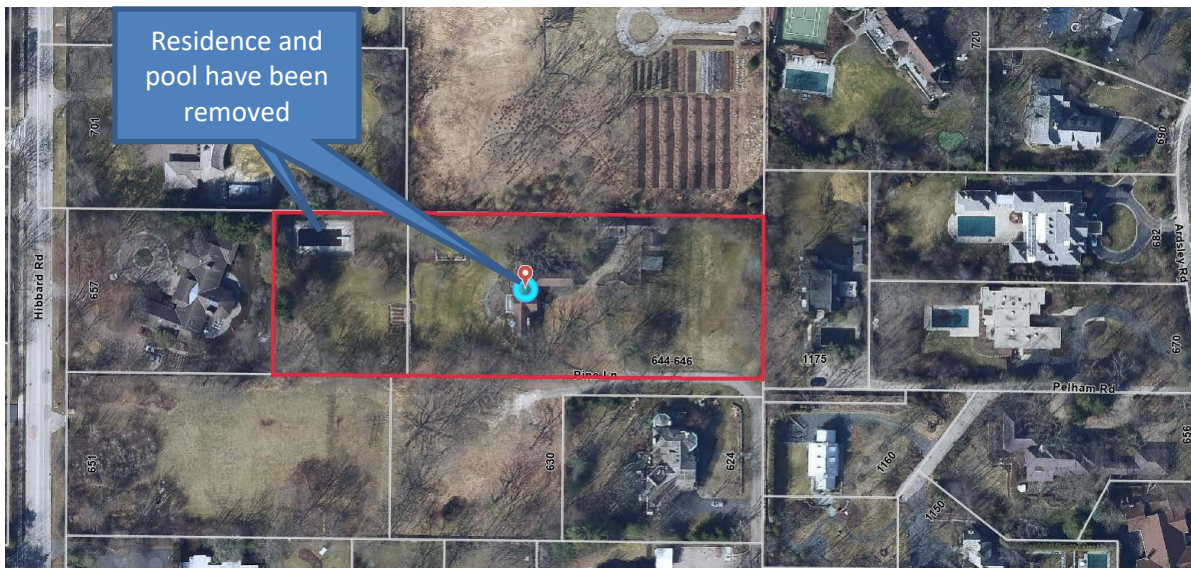


Figure 2 – Up-Close Aerial Map



Figure 3 – Area Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

As noted previously, a new single-family residence is currently under construction on the Subject Property. The building permit for the new residence was issued in January 2022. The following subsequent building permits were issued in:

1. May 2022 to install a new pool, patio, firepit, and pond on the site; and
2. June 2022 for remodeling of the existing coach house.

The Applicant acquired the property in August 2020. On November 18, 2021, the Village Council adopted Resolution R-91-2021 approving a final plat of subdivision to consolidate the Subject Property into a single lot of record. Prior to consolidation, the Subject Property consisted of two lots; Lot 1 contained the single-family residence and detached garage that have been torn down, as well as the coach house that remains on site, Lot 2 contained a pool that has also been removed.

Figure 4 below and Figure 5 on the following page are current photos of the coach house that is currently being renovated.



Figure 4 – Coach House on Subject Property (South and East Elevations)



Figure 5 – Coach House on Subject Property (Partial South Elevation – Garage)

PROPOSED PLAN

The variation is being requested to allow alterations to the existing coach house on the Subject Property in order to maintain the existing two-car attached garage, bringing the total vehicle capacity on the Subject Property to six. The building permit issued in June of this year to remodel the existing coach house included the removal of the two existing garage doors. According to the approved building permit, the existing garage space is to be converted into a property maintenance storage area. The two overhead garage doors are to be replaced with 6-foot wide swinging carriage doors to allow for equipment access only. The conversion of the garage space in the coach house to storage was driven by the fact that the new single-family residence that is currently under construction includes garage space to accommodate four vehicles, the maximum permitted garage capacity.

Since the issuance of the building permit for the coach house, the Applicant has decided to submit the variation application that is currently before the Board in order to maintain the existing two-car attached garage in the coach house.

The proposed work does not include expansion of the existing coach house. Therefore, there is no increase in gross floor area or lot coverage with the proposed alterations. Excerpts of the site plan, floor plans, and building elevations are provided on the following pages as Figures 6 through 10. The complete set of plans are provided in the application materials (Attachment B).

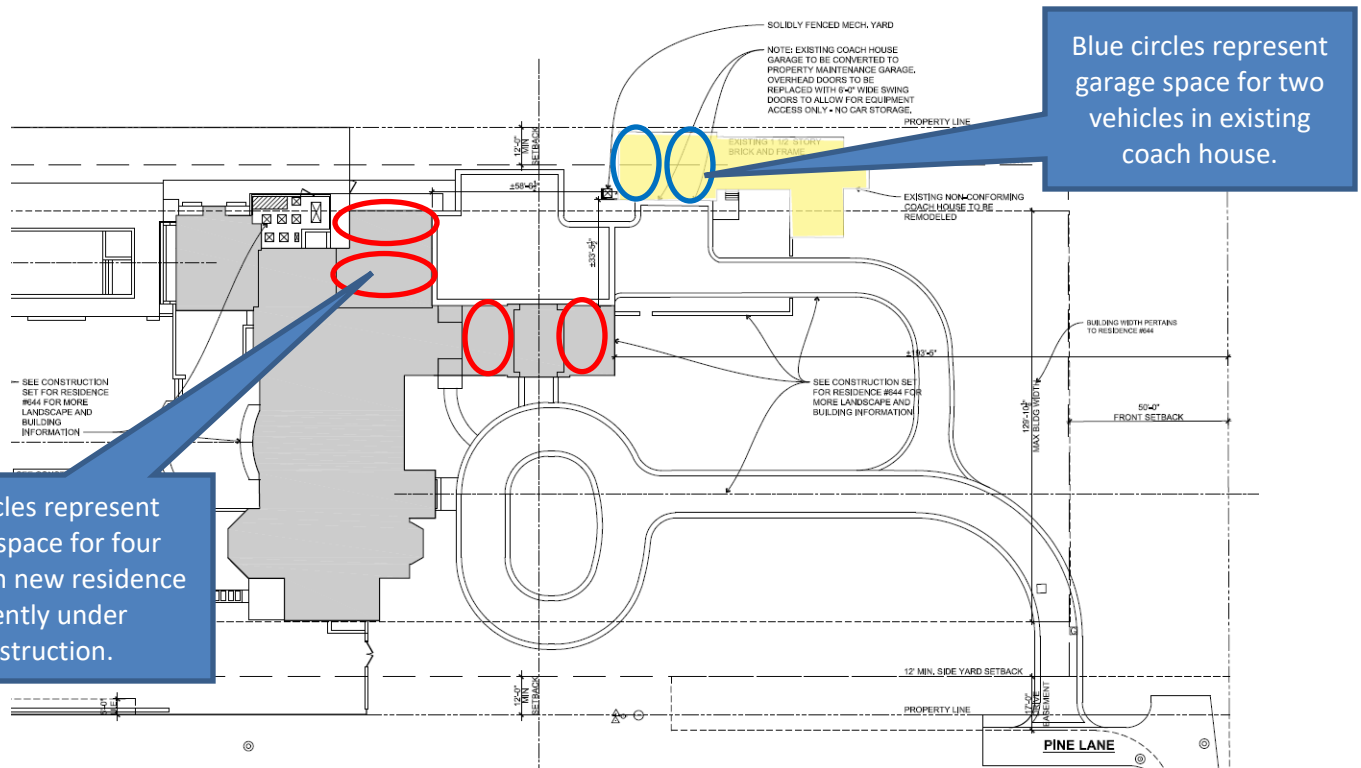


Figure 6 – Excerpt of Site Plan

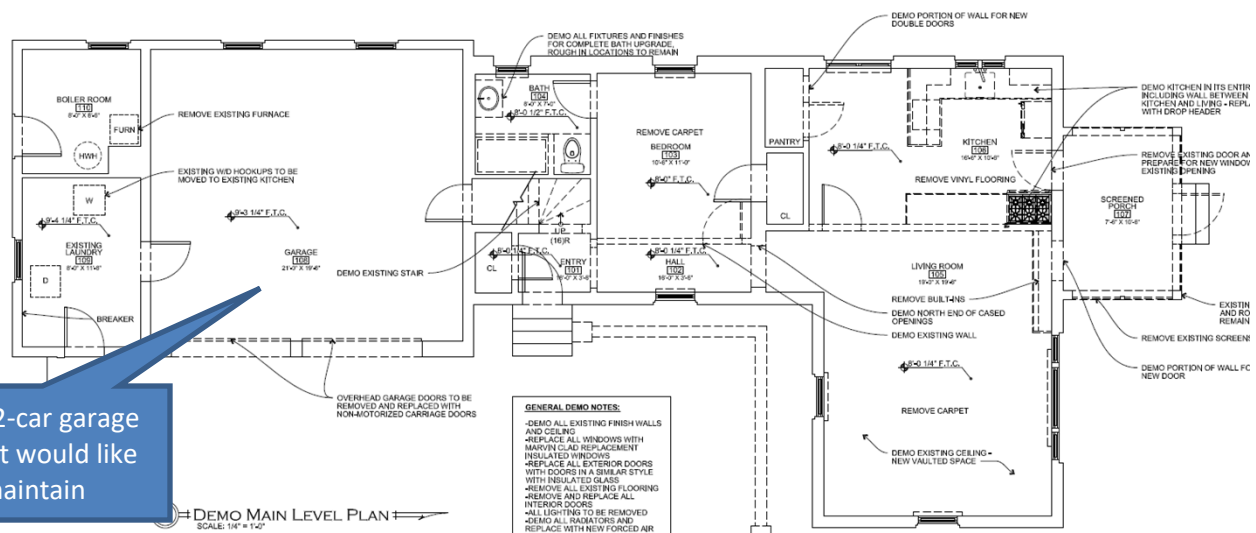
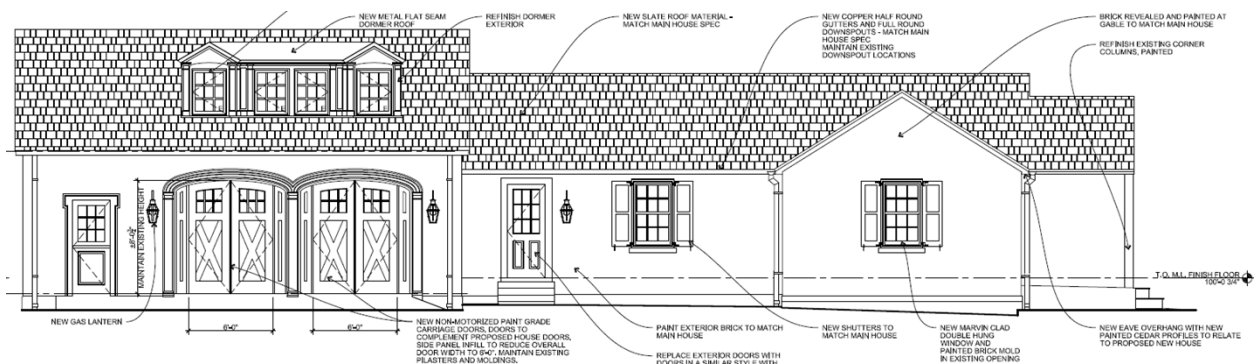
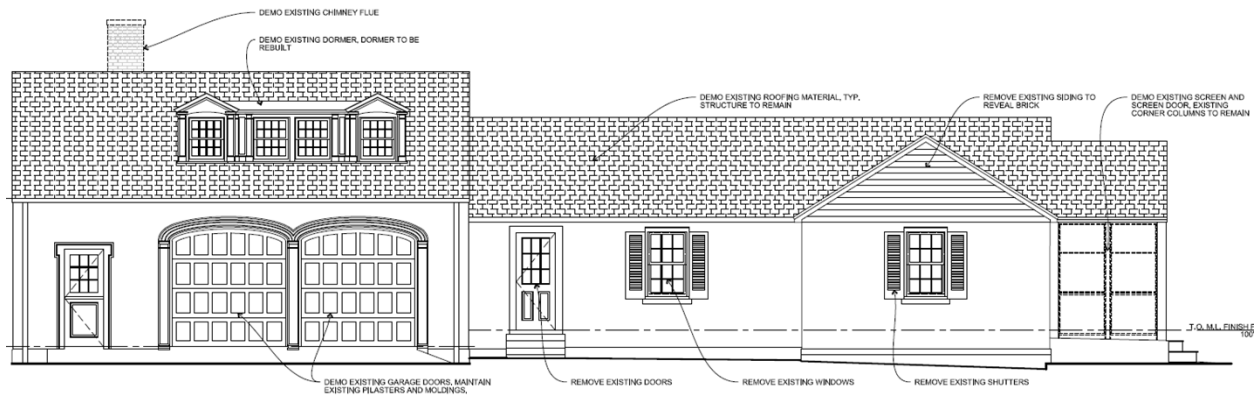
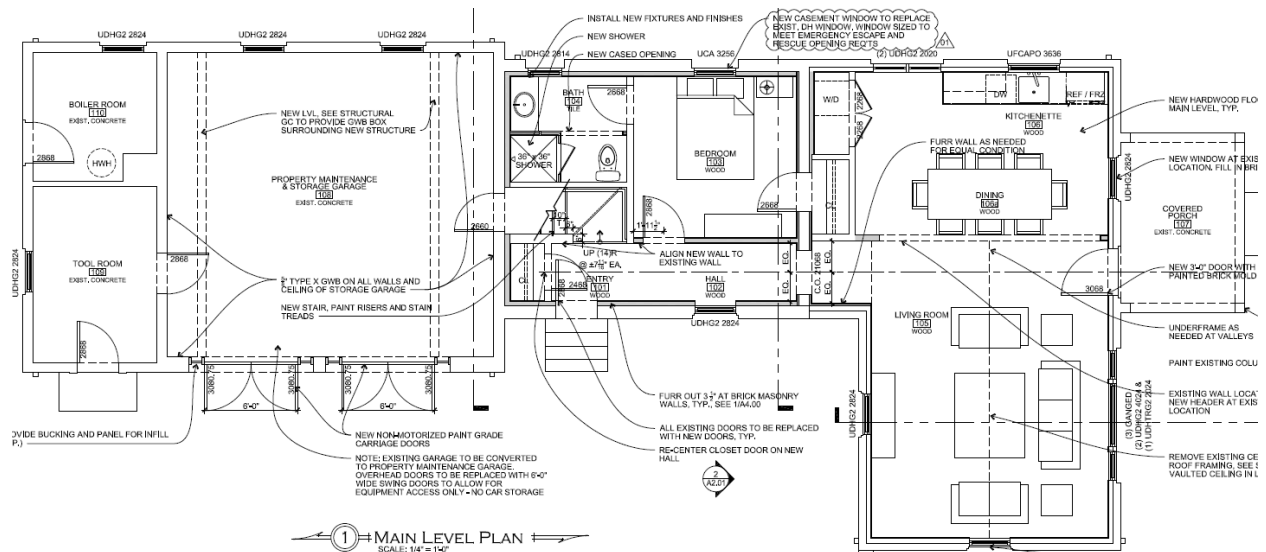


Figure 7 – Demolition Plan for Main Level of Coach House



REQUESTED ZONING RELIEF

The attached zoning matrix highlights the existing lot and the proposed improvement's compliance with the R-2 zoning district (Attachment A). One variation is being requested to allow garage capacity for six (6) vehicles on the Subject Property; four vehicles in the new residence that is currently under construction and two vehicles in the existing coach house. The Zoning Ordinance states:

A permitted accessory use and use of an accessory building may include private garages with a total capacity of not more than four vehicles, in which may be housed not more than one vehicle not the property of the owner or occupants of the premises.

This garage capacity limit of four vehicles applies to all single-family residential zoning districts, including the larger estate-size properties located in the R-2 and R-1 Districts. The intent of this requirement is to define the accessory nature of a garage space to a single-family home, so that the use of accessory garage space does not dominate the principal use of the property, which is the living space of the home. The purpose is to limit the amount of enclosed on-site vehicle storage activity that can occur on a single-family residential lot as well as to limit the amount of building gross floor area dedicated to the on-site storage of vehicles within the buildings on the site. As previously stated, this limit applies to all single-family lots no matter a lot's size, ranging from the minimum lot area of 8,400 square feet in the R-5 District to the size of the Subject Property, which is 101,955 square feet. The limit also applies no matter the size of the home, which can range from the maximum size of a home in the R-5 District of approximately 3,200 square feet to the maximum size that would be allowed on the Subject Property of 25,273.85 square feet. (It should be noted the proposed gross floor area for the Subject Property is 15,053.4 square feet). A two-stall garage can typically range from approximately 400 square feet on the lower end to something greater.

Another reason for limiting the number of garage vehicle spaces is to prevent the façades of buildings from being dominated by garage doors. Again, the current limit does not take into consideration the size of the home, whether the garage space is in a detached or attached structure, whether the garage spaces are accessed from the same or different facades of the building, or how the garage facades are viewed from adjacent properties or the street.

FINDINGS

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

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

1. A variation to allow garage space on the Subject Property to exceed the maximum permitted garage capacity of four vehicles in the R-2 Single Family Residential District [Section 17.24.020 – Permitted Uses].

The Zoning Board of Appeals finds, based on evidence in the record or a public document, that the variation requested is **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]** in connection with this variation application **[subject to the following conditions...]**

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

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

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Application Materials

ATTACHMENT A

ZONING MATRIX

ADDRESS: 644 Pine Lane

CASE NO: 22-19-V2

ZONING: R-2

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (3)
Min. Lot Size	24,000 SF	101,995 SF (1)	N/A	N/A	OK
Min. Average Lot Width	100 FT	181.99 FT	N/A	N/A	OK
Min. Lot Depth	200 FT	560.43 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	25,498.75 SF (2)	10,021.81 SF	10,021.81 SF	0 SF	OK
Max. Gross Floor Area	25,273.85 SF (2)	15,053.4 SF	15,053.4 SF	0 SF	OK
Max. Impermeable Lot Coverage	50,997.5 SF (2)	26,552.34 SF	26,552.34 SF	0 SF	OK
Min. Front Yard (East)	57.92 FT	113.18 FT (4)	113.18 FT (4)	N/A	OK
Min. Side Yard	12 FT	1.44 FT (5)	1.44 FT (5)	N/A	EXISTING NONCONFORMING
Min. Total Side Yards	54.6 FT	56.16 FT (6)	56.16 FT (6)	N/A	OK
Min. Rear Yard (West)	25 FT	203.33 FT	203.33 FT	N/A	OK

NOTES:

(1) Net lot area excluding private road easement. Gross lot area is 104,107 s.f.

(2) Based on net lot area of 101,995 s.f.

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

(4) Setback to existing coach house. Residence under construction to provide a front yard setback greater than 193 feet.

(5) North side yard setback to existing coach house. Residence to provide a north side yard setback of 26.37 feet.

(6) Total side yards to be provided by residence.

ATTACHMENT B

Village of Winnetka
ZONING VARIATION APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 22-19-V2

Property Information

Site Address: 644 Pine Lane

Owner Information

Name: Doug Minahan

Address: [REDACTED]

City, State, ZIP: [REDACTED]

Email: [REDACTED]

Primary Contact: Doug Minahan

Phone No. [REDACTED]

Date property acquired by owner: 08/18/2020

Architect Information

Name: Wade Weissmann

Primary Contact: Susan Harrington

Address: 8655 N Deerwood Dr.

City, State, ZIP: Milwaukee, WI 53209

Phone No. 414-351-1200

Email: wadeweissmannarchitecture.com

Attorney Information

Name: N/A

Primary Contact:

Address:

City, State, Zip:

Phone No.

Email:

Nature of any restrictions on property: None

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

Coach house garage door variance, please see the attached letter.

Property Owner Signature: [REDACTED]

Date: 7/18/22

PHOTOS OF THE EXISTING COACH HOUSE

Below are a few photos of the existing coach house. As shown in the approved remodel set of plans, we intend to fix up the existing building with changes including new slate roof to match the new home, new windows, paint the brick white to match the new home, new plumbing and electrical, clean up the overgrown landscaping, etc., but the intent is to maintain the existing architecture of the original structure.



Coach house looking northeast.



Coach house garage with bedroom above.



Front entrance to coach house living space.



Coach house looking northeast.

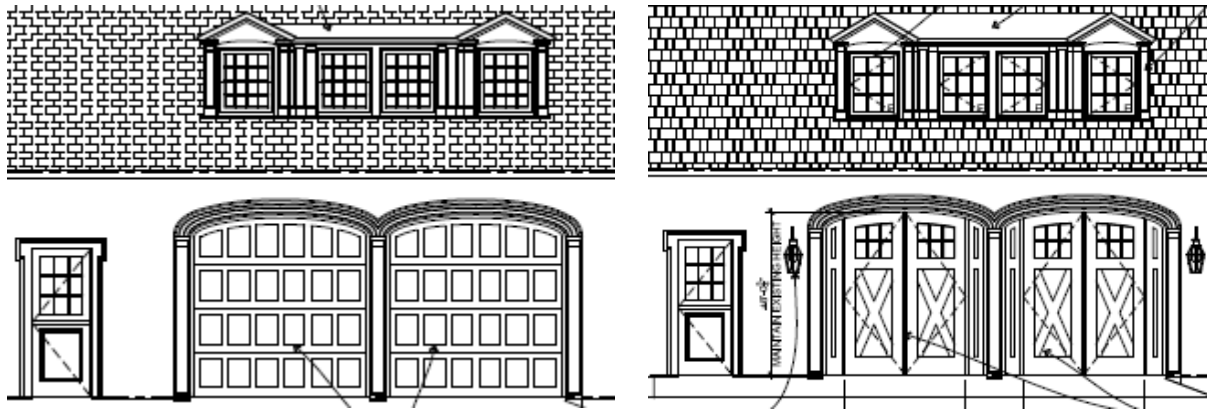


Coach house rear façade.



Coach house screened-in porch.

The diagram below shows the existing garage doors on the left and the proposed carriage doors on the right. In either case the look is similar as the building is already there and thus having garage doors doesn't seem to be all that different from carriage doors.



STANDARDS FOR GRANTING OF ZONING VARIATIONS

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allow by regulations in that district;
 - Installing the garage doors doesn't change the use or visual look to the structure. However, the carriage doors are very expensive and an unanticipated cost for something that seems unnecessary.
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;
 - As outlined above, the property is unique as it sits at the end of a private road on 2.4 acres. As a result, there is no outside traffic and the lot is not visible to anyone. The variance would not impact any neighbors as the building is already in place.
3. The variation, if granted, will not alter the essential character of the locality;
 - Not at all. The building is already there and as shown in the diagrams above the garage door compared to carriage door character is virtually the same.
4. An adequate supply of light and air to adjacent property will not be impaired;
 - Not at all. Same comments as above, but the building is there and there would be no difference to the light or air. The area is well screened from anyone with no outside visibility and sits far (over 100 feet) from an neighbors.
5. The hazard from fire and other damages to the property will not be increased;

- Not at all. Same comments as above.
6. The taxable value of the land and buildings throughout the Village will not diminish;
- Not at all.
7. The congestion in the public street will not increase; and
- Not at all. There is no visibility from a public street.
8. The public health,
- Not at all.

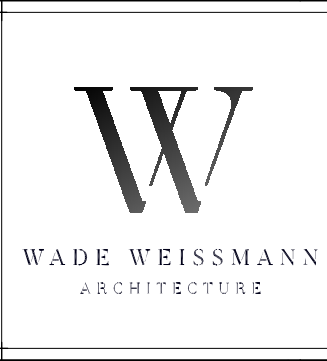
PERMIT SET

for the

MDJ - WINNETKA RESIDENCE

COACH HOUSE RENOVATION

WADE WEISSMANN ARCHITECTURE, INC.
8655 NORTH DEERWOOD DRIVE - BROWN DEER, WISCONSIN 53209



WADE WEISSMANN
ARCHITECTURE

MDJ

WINNETKA RESIDENCE
COACH HOUSE RENOVATION
644 Pine Lane, Winnetka, Illinois 60093
WADE WEISSMANN ARCHITECTURE, INC. © 2022 / P: 414-351-1200 F: 414-352-8385

ISSUE:
PERMIT SET
2022.05.16



COVER

G0.00

PROJECT DATA

OWNER INFORMATION

OWNER:

DOUG & JESI MINAHAN
c/o Wade Weissmann Architecture Inc.
8655 N. Deerwood Drive
Brown Deer, WI 53209

PROJECT CONTACTS

ARCHITECT:

Wade Weissmann Architecture Inc.
8655 N. Deerwood Drive
Brown Deer, WI 53209

Tele: 414.351.1200
Fax: 414.352.8385

Contact: Susan Harrington
email: susanh@wwa-design.com

GEN. CONTRACTOR:

Next Level Custom Builders
7305 Bob-O-Link Road
Spring Grove, IL, 60081

Tele: 414.841.6113
Fax:

Contact: Josh Mescall
email: jmescall-js-nl@outlook.com

STRUCTURAL ENGINEER:

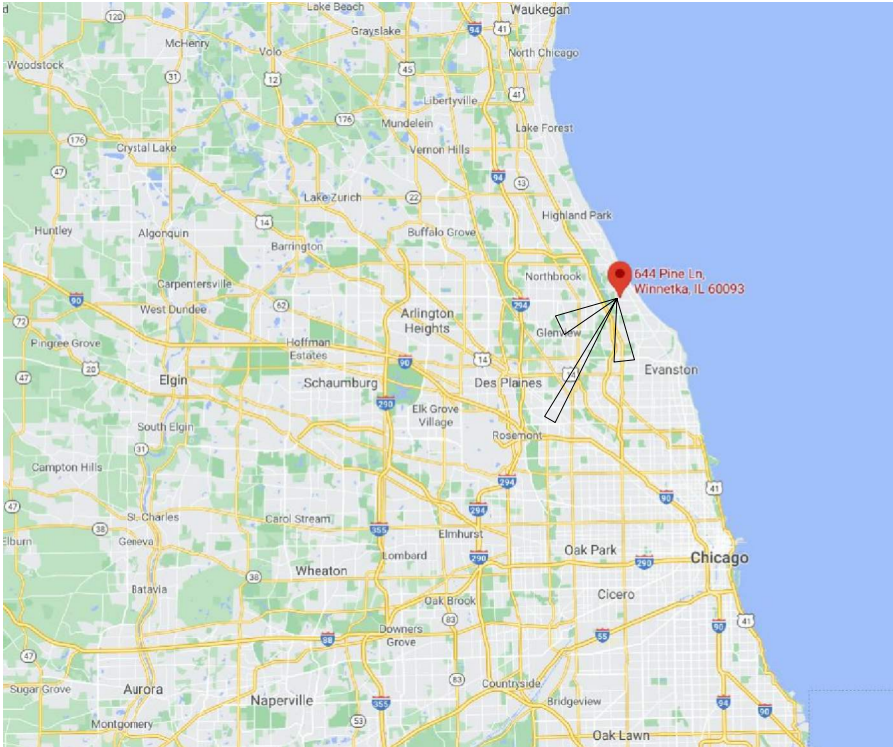
Spire Engineering, Inc.
305 N. Plankinton Avenue, Suite 101
Milwaukee, WI, 53203

Tele: 414.278.9200
Fax:

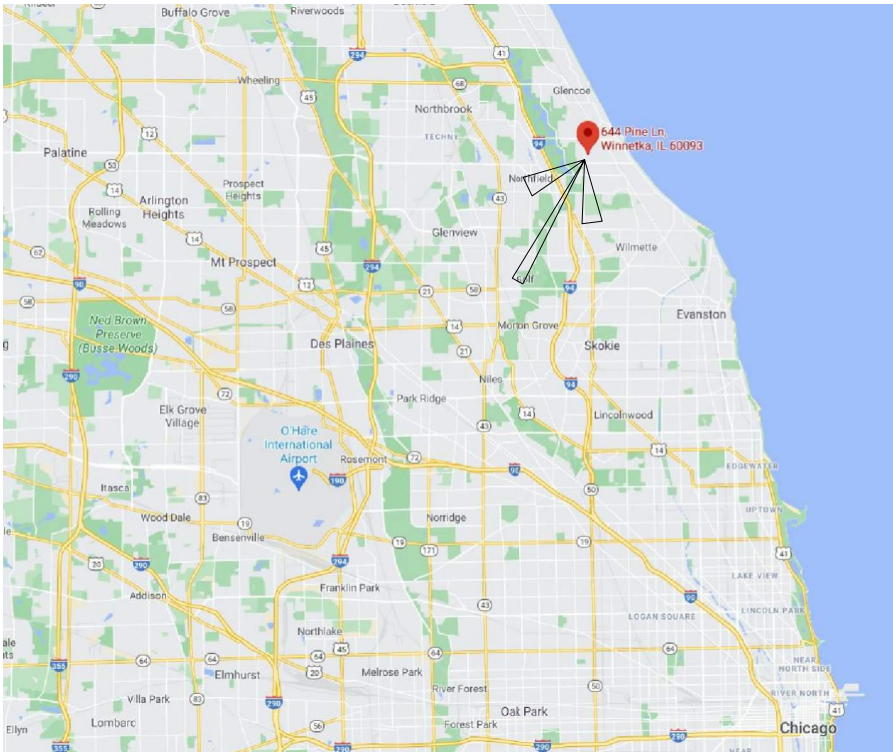
Contact: Brian J. Genduso
email: bjg@spireengineer.com

SITE LOCATION MAPS

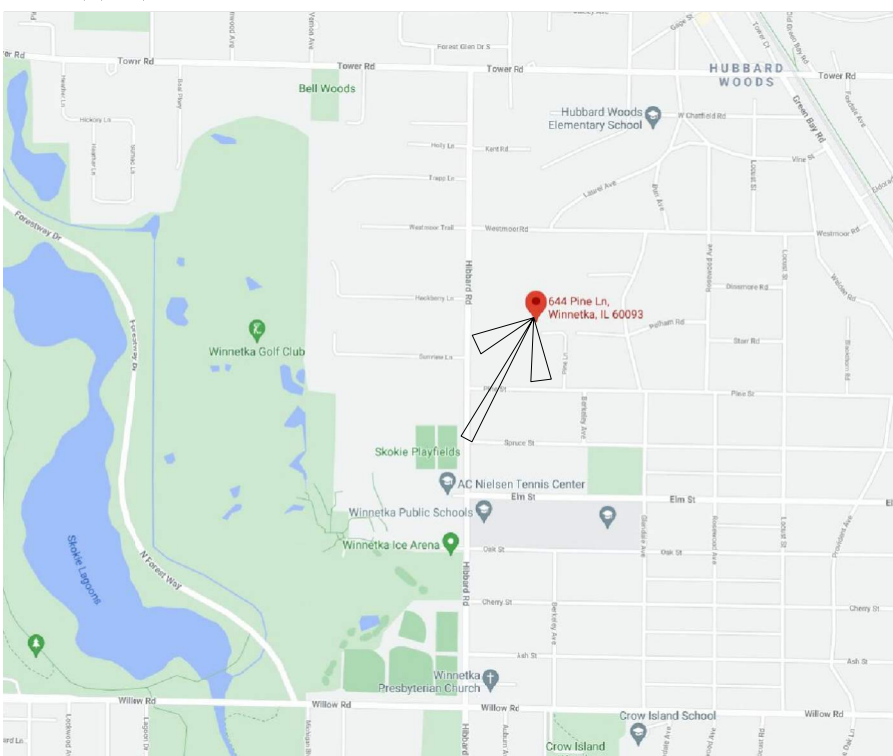
REGION LOCATION MAP



CITY LOCATION MAP



STREET LOCATION MAP



ABBREVIATIONS LIST

ADJ.	ADJUSTABLE	N.	NORTH
A.F.F.	ABOVE FINISHED FLOOR	NOM	NOMINAL
ALUM	ALUMINUM	O.A.	OVERALL
BLDG	BUILDING	O.C.	ON CENTER
BSMT	BASEMENT	OH	OVERHANG
B.O.F.	BOTTOM OF FOOTING	OPP.	OPPOSITE
B.O.O.	BOTTOM OF OPENING	PCC	PRE-CAST CONCRETE
BD	BOARD	PNLD	PANELED
CAB	CABINET	PLYWD	PLYWOOD
CB	CONSTRUCTION BULLETIN	PWDR	POWDER
CIP	CAST IN PLACE	P.T.	PRESSURE TREATED
CHNL	CHANNEL	PNT	PAINT OR PAINTED
CJ	CONTROL JOINT	PVC	POLYVINYL CHLORIDE
CLG	CEILING	RBR	RUBBER
CLR	CLEAR	RCP	REFLECTED CEILING PLAN
CLO	CLOSET	REF	REFRIGERATOR
CMU	CONCRETE MASONRY UNIT	REBAR	REINFORCEMENT BAR
C.O.	CASED OPENING	REQD.	REQUIRED
COL.	COLUMN	REV.	REVISION
CONC	CONCRETE	R	RISER
CONT.	CONTINUOUS	RM	ROOM
CPT	CARPET	R.O.	ROUGH OPENING
CSMT	CASEMENT	S	SOUTH
DBL	DOUBLE	SIM.	SIMILAR
DEMO	DEMOLISH OR DEMOLITION	SHWR	SHOWER
DH	DOUBLE HUNG	SK	SKETCH
DIA.	DIAMETER	SPEC.	SPECIFIED OR SPECIFICATION
DIM	DIMENSION	SQ.FT.	SQUARE FEET
DIMS	DIMENSIONS	SS	STAINLESS STEEL
DISP	DISPOSAL	STL	STEEL
DN	DOWN	STN	STAIN OR STAINED
DR	DOOR	T&G	TOUNGE AND GROOVE
DW	DISHWASHER	T.B.D.	TO BE DETERMINED
DWG	DRAWING	T.B.S.	TO BE SELECTED
DS	DOWNSPOUT	TCC	TERNE COATED COPPER
E.	EAST	T.D.	TRENCH DRAIN
EA.	EACH	THRU	THROUGH
EJ	EXPANSION JOINT	TELE	TELEPHONE
ELEC	ELECTRIC OR ELECTRICAL	T.M.E.	TO MATCH EXISTING
ELEV.	ELEVATION	T.O.	TOP OF
EPDM	ETHYLENE PROPYLENE DIENE M - CLASS	T.O.C.	TOP OF CONCRETE
EQ.	EQUAL	T.O.B.	TOP OF BEAM
EXIST.	EXISTING	T.O.D.	TO OF DRAIN
EXT.	EXTERIOR	T.O.F.	TOP OF FOOTING
F.D.	FLOOR DRAIN	T.O.L.	TOP OF LEDGE
FIN	FINISHED	T.O.O.	TOP OF OPENING
FIXT	FIXTURE	T.O.S.	TOP OF SLAB
FLR	FLOOR	T.O.W.	TOP OF WALL
FND	FOUNDATION	TYP.	TYPICAL
F.O.	FACE OF	UC	UNDER COUNTER
FP	FIREPLACE	UNEXC	UNEXCAVATED
FRZ	FREEZER	U.N.O.	UNLESS NOTED OTHERWISE
FTG	FOOTING	VEST.	VESTIBULE
GA.	GAUGE	V.I.F.	VERIFY IN FIELD
GALV	GALVANIZED	W.	WEST
GC	GENERAL CONTRACTOR	W/	WITH
GWB	GYPSON WALL BOARD	WIN.	WINDOW
HD.	HEAD	WC	WATER CLOSET
HR.	HOUR	WD	WOOD
HT.	HEIGHT	WP	WATERPROOF
HVAC	HEATING, VENTILATING, AND COOLING	WRB	WEATHER RESISTANT BARRIER
ICE	ICE MAKER		
I.D.	INTERIOR DESIGNER		
INSUL	INSULATION		
INT.	INTERIOR OR INTERNAL		
LIN	LINEN		
MAX.	MAXIMUM		
M.O.	MASONRY OPENING		
MECH	MECHANICAL		
MEMB	MEMBRANE		
MIN.	MINIMUM		
MW	MICROWAVE		
MTL	METAL		

INDEX OF DRAWINGS / DOCUMENTS

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G1.00	PROJECT DATA

ARCHITECTURAL

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C1.00	SITE PLAN
D1.01	DEMO MAIN & UPPER LEVEL FLOOR PLANS
D2.00	DEMO EXTERIOR ELEVATIONS
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A1.01	MAIN & UPPER LEVEL FLOOR PLANS
A2.00	EXTERIOR ELEVATIONS
A2.01	EXTERIOR ELEVATIONS
A3.00	BUILDING SECTIONS
A4.00	TYPICAL DETAILS
E1.01	LIGHTING & RECEPTACLE PLANS
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STRUCTURAL

S0.00	---
S1.00	MAIN & UPPER LEVEL FRAMING PLANS
S1.01	ROOF FRAMING PLAN

APPLICABLE CODES:

THIS PROJECT SHALL COMPLY WITH:

INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO-FAMILY DWELLINGS, 2015 EDITION W/ APPENDIX J (EXISTING BUILDINGS)

INTERNATIONAL PROPERTY MAINTENANCE CODE, 2015 EDITION

INTERNATIONAL MECHANICAL CODE, 2015 EDITION

INTERNATIONAL FUEL GAS CODE, 2015 EDITION

STATE OF ILLINOIS PLUMBING CODE, 2014 EDITION

NATIONAL ELECTRICAL CODE, NFPA 70, 2014 EDITION

INTERNATIONAL FIRE CODE, 2015 EDITION

NFPA 101 LIFE SAFETY CODE, 2015 EDITION

NFPA PUBLICATION 13, 13R, 13D, 72, 2016 EDITION

INTERNATIONAL ENERGY CONSERVATION CODE 2018 EDITION WITH THE ILLINOIS AMENDMENTS

VILLAGE OF WINNETKA BUILDING CODE AMENDMENTS, AUGUST, 2019

ARCHITECTURAL SYMBOLS

KITCHEN 101 WW X HH	ROOM TAG	ELEVATION 100'-0"	ELEVATION DATUM SYMBOL
XXX / X	DOOR TAG	XX	CB REVISION TAG & CLOUD
X	WINDOW TAG		
X AXXX	SECTION TAG	X AXXX	DETAIL TAG
X AXXX	EXTERIOR ELEVATION TAG		
X AXXX X	INTERIOR ELEVATION TAG		
X/12 X/12	ROOF PITCH TAGS		

WALL LEGEND	
BRICK	
FIREBRICK	
STONE	
CMU	
CONCRETE	
EXISTING	
DEMO	
NEW PARTITION	

GENERAL NOTES

1) CONSTRUCTION IS TO BE IN COMPLIANCE W/ ALL GOVERNING CODES, ORDINANCES, & STANDARDS. THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING & SUPERVISING ALL SAFETY PRECAUTIONS & PROGRAMS IN CONNECTION W/ THE PERFORMANCE OF THIS CONTRACT.

2) ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY COST, SCHEDULE, OR CONSTRUCTION ISSUES ARISING DUE TO GENERAL CONTRACTORS/ OWNERS FAILURE TO DISTRIBUTE ALL DOCUMENTS TO EACH SUBCONTRACTOR OR MATERIAL SUPPLIER. SUBCONTRACTORS & MATERIAL SUPPLIERS SHOULD ENDEAVOR TO REVIEW A COMPLETE SET OF DOCUMENTS BEFORE BIDDING, FABRICATING, OR INSTALLING WORK.

3) GENERAL CONTRACTOR, SUBCONTRACTORS, AND MATERIAL SUPPLIERS MUST NOTIFY ARCHITECT OF ANY ERRORS, OMISSIONS, OR DEFECTS IN THE CONSTRUCTION DOCUMENTS PRIOR TO BIDDING, FABRICATING, OR INSTALLING WORK.

4) ALL MEANS & METHODS OF CONSTRUCTION TO BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

5) MECH., ELEC., PLUMB & FIRE PROTECTION ARE TO BE DESIGNED IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES & STANDARDS, WHICH WILL BE THE FULL RESPONSIBILITY OF THE MEP/FP DESIGN BUILD CONTRACTOR, THE ARCHITECT ASSUMES NO LIABILITY.

6) ALL MECH., ELEC., PLUMB & FIRE PROTECTION SYSTEMS/ EQUIP. SHALL BE MAINTAINED ACCORDING TO MANUFACTURER'S STANDARDS. BLDG. OWNER ASSUMES FULL RESPONSIBILITY FOR MAINTENANCE/ OPERATION UPON OCCUPANCY.

7) THE INSTALLATION AND EXECUTION OF ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S STANDARDS AND SPECIFICATIONS.

8) ALL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR LIMITING THE ACCUMULATION OF WASTE MATERIALS AND RUBBISH. WASTE MATERIALS SHALL BE REMOVED FROM PREMISES DAILY.

9) DIMENSIONS ARE TO BE FIELD VERIFIED & ADJUSTED ACCORDINGLY. THE ARCHITECT SHALL BE NOTIFIED OF ANY VARIANCES BEFORE CONTRACTOR BEGINS OR PROCEEDS WORK.

10) REMOVE AND LEGALLY DISPOSE OF ANY HAZARDOUS MATERIALS THAT MAY BE PART OF THE CONSTRUCTION PROJECT AREA.

12) ALL ORIGINAL CONTRACT DOCUMENTS AND COPIES THEREOF ARE THE PROPERTY OF THE ARCHITECT. THE ARCHITECT EXPRESSLY RESERVES HIS COMMON-LAW COPYRIGHT AND OTHER PROPERTY RIGHTS WITH REGARD TO THESE CONTRACT DOCUMENTS. THE CONTRACT DOCUMENTS AND THE DESIGNS THEREIN ARE PROVIDED FOR THE CONSTRUCTION OF THIS PROJECT, AND SHALL NOT BE REPRODUCED, MODIFIED, OR RECREATED FOR ANY OTHER PURPOSE OR PROJECT.

13) THE LARGEST-SCALED DETAIL SHALL SUPERSEDE SMALLER-SCALED DRAWINGS. DETAILS SHALL NOT BE SURMISED FROM THE ARCHITECTURAL FLOOR PLANS OR ARCHITECTURAL ELEVATIONS. IF A CONDITION IS NOT SPECIFICALLY DETAILED, ASSUME THAT THE LEVEL OF DETAIL AND QUALITY WILL BE CONSISTENT WITH WHAT IS SHOWN FOR SIMILAR CONDITIONS.

14) UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR SCALE THE DRAWINGS. THE CONTRACTOR SHALL PERFORM ALL LAYOUTS USING THE SPECIFIED CALCULATED DIMENSIONS, REPORTING ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING. DIMENSIONS ARE TYPICALLY TO FACE OF MASONRY FOUNDATION, FACE OF EXTERIOR SHEATHING, FACE OF INTERIOR STUD, OR CENTERLINE.



MDJ

WINNETKA RESIDENCE
COACH HOUSE RENOVATION
644 Pine Lane, Winnetka, Illinois 60093

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ISSUE:
PERMIT SET
2022.05.16

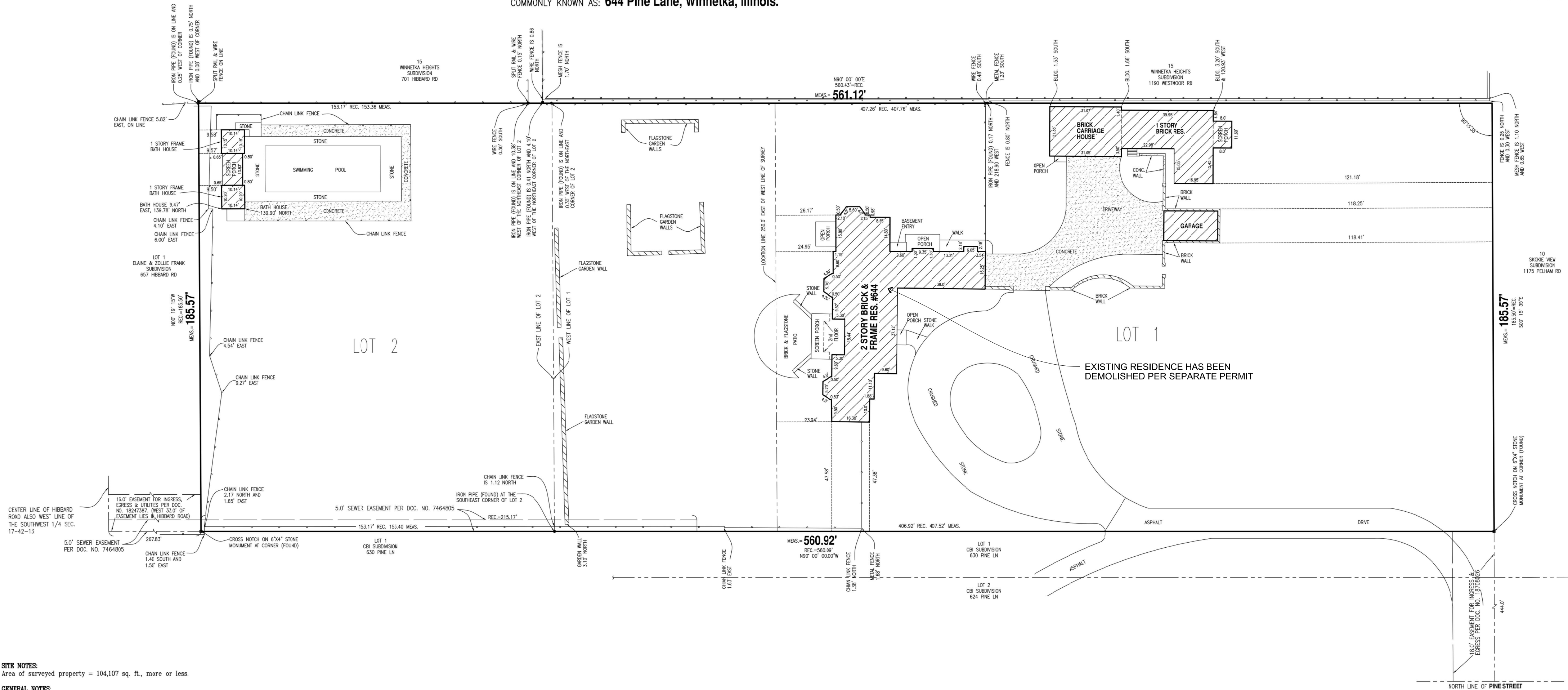
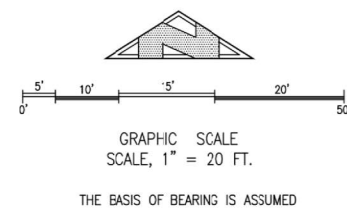


PROJECT DATA

G1.00

PLAT of SURVEY

LEGAL DESCRIPTION:
LOTS 1 AND LOT 2 OF THE HAROLD NUTTING SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 17,
TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1961,
AS DOCUMENT 18247865 AND CORRECTED BY PLAT RECORDED DECEMBER 5, 1961 AS DOCUMENT 18347583, IN COOK COUNTY, ILLINOIS.
COMMONLY KNOWN AS: **644 Pine Lane, Winnetka, Illinois.**



SITE NOTES:
Area of surveyed property = 104,107 sq. ft., more or less.

GENERAL NOTES:
All information provided to the surveyor is shown or noted herein.

The legal description on this plat was provided to us by the client or obtained from public records and should be compared to your Deed, Abstract or Certificate of Title.

No title report was supplied for this survey.

This plat and the legal description shown hereon does not determine, imply or guarantee ownership.

underground utilities are not shown hereon.

Prior to excavation call
JULIE at 811 or 800-892-0123

All building restrictions, building lines and easements may or may not be shown. Check your Deed, Abstract, Title Report, and local ordinances. No responsibility is assumed by the surveyor.

Compare all points before building by same and report any discrepancy at once.

Dimensions are shown in feet and decimal parts thereof. No dimension is to be assumed by scaling.

B.H. SUHR & COMPANY, INC.	
E. B. HANSEN MEMBER I.P.S.S. S.S.P.S.	SURVEYORS ESTABLISHED 1911 450 SKEOKE BLVD. SUITE 105, NORTHBROOK, ILLINOIS, 60062 TEL: (847) 864-0415 FAX: (847) 864-0411 E-MAIL: SURVEY@BHSUHR.COM
LOCATION 644 PINE LANE	SURVEY DATE November 12, 2020
ORDER No. 20-185-PLAT OF SURVEY	ORDERED BY Doug Minahan

FIELD MEASUREMENTS COMPLETED **November 12, 2020**

STATE OF ILLINOIS
COUNTY OF COOK

This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

By *Michael E. Farrell* Dated **June 18, 2021**

Michael E. Farrell
Illinois Professional Land Surveyor No. 035-000899
License Expiration Date 11/30/21



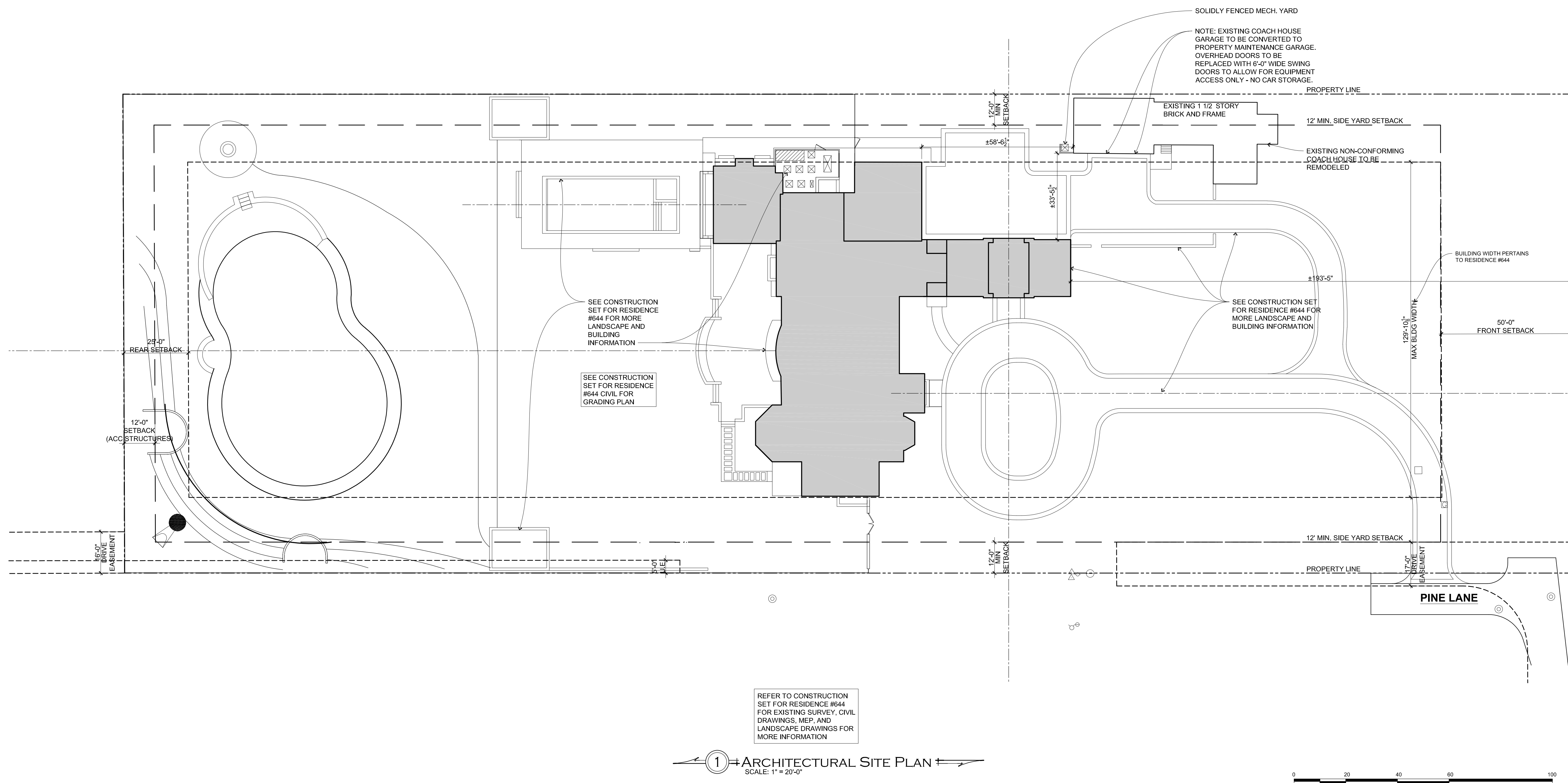
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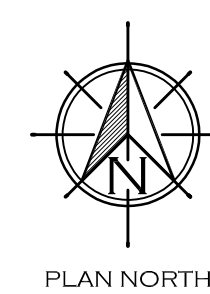
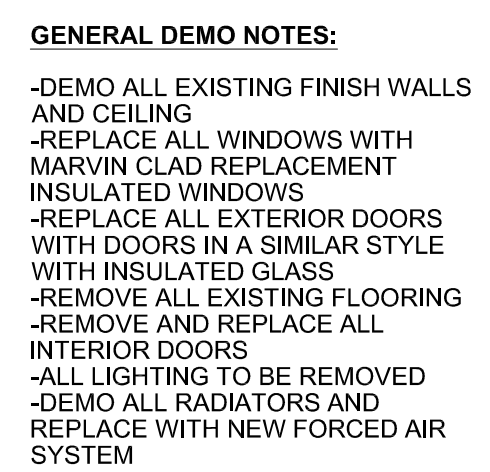
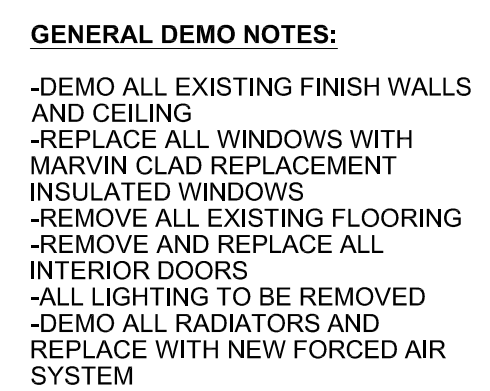
WINNETKA RESIDENCE
COACH HOUSE RENOVATION
644 Pine Lane, Winnetka, Illinois 60093

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PERMIT SET
2022.05.16



EXISTING
PROPERTY
SURVEY
SCALE: 1" = 30'
C0.00







GENERAL DEMO NOTES:
-REPLACE ALL WINDOWS WITH MARVIN CLAD REPLACEMENT INSULATED WINDOWS
-REPLACE ALL EXTERIOR DOORS WITH DOORS IN A SIMILAR STYLE WITH INSULATED GLASS

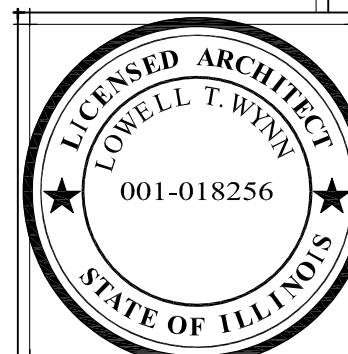
3 DEMO NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 DEMO EAST ELEVATION - NORTH
SCALE: 1/4" = 1'-0"

1 DEMO SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

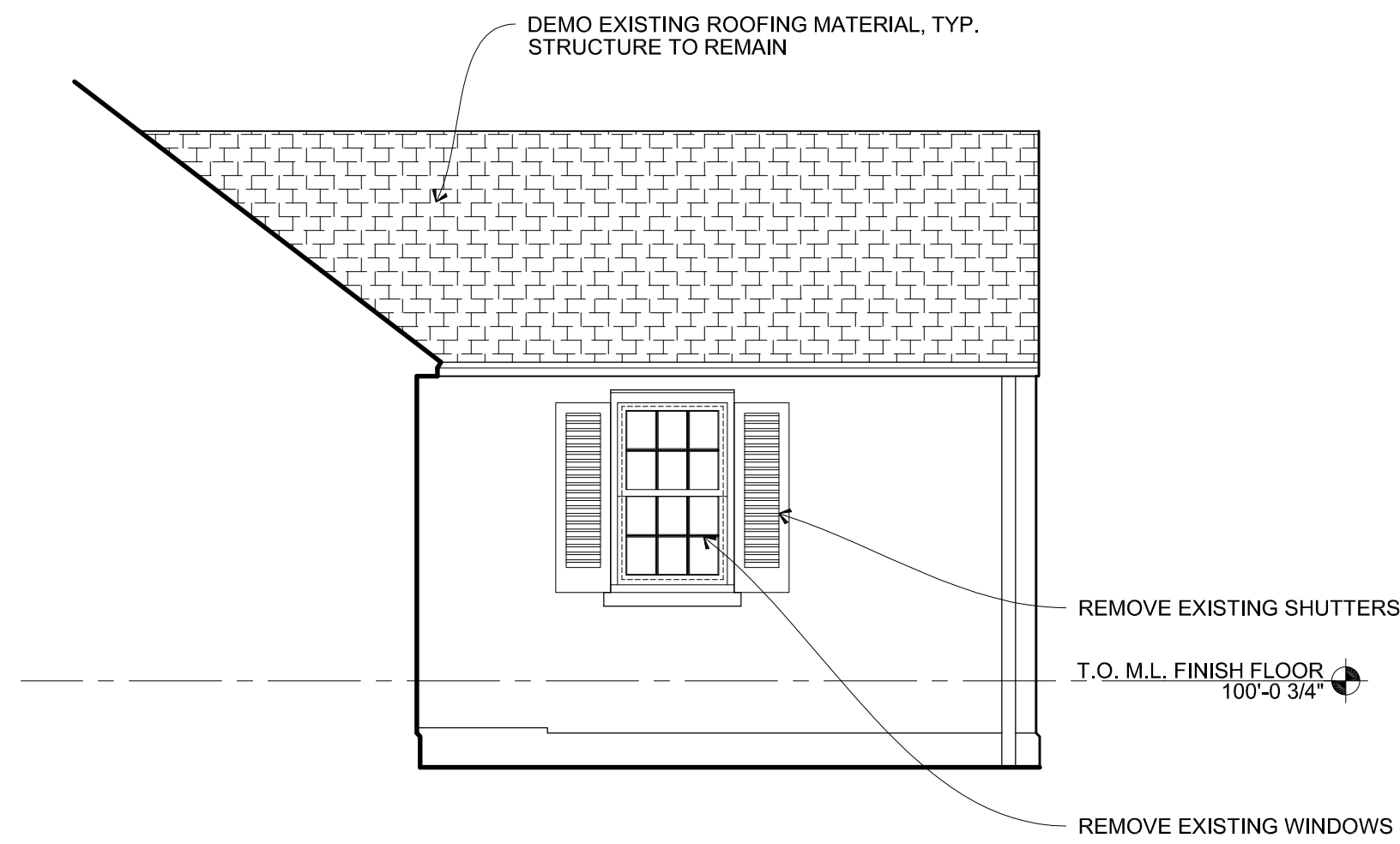
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PERMIT SET
2022.05.16



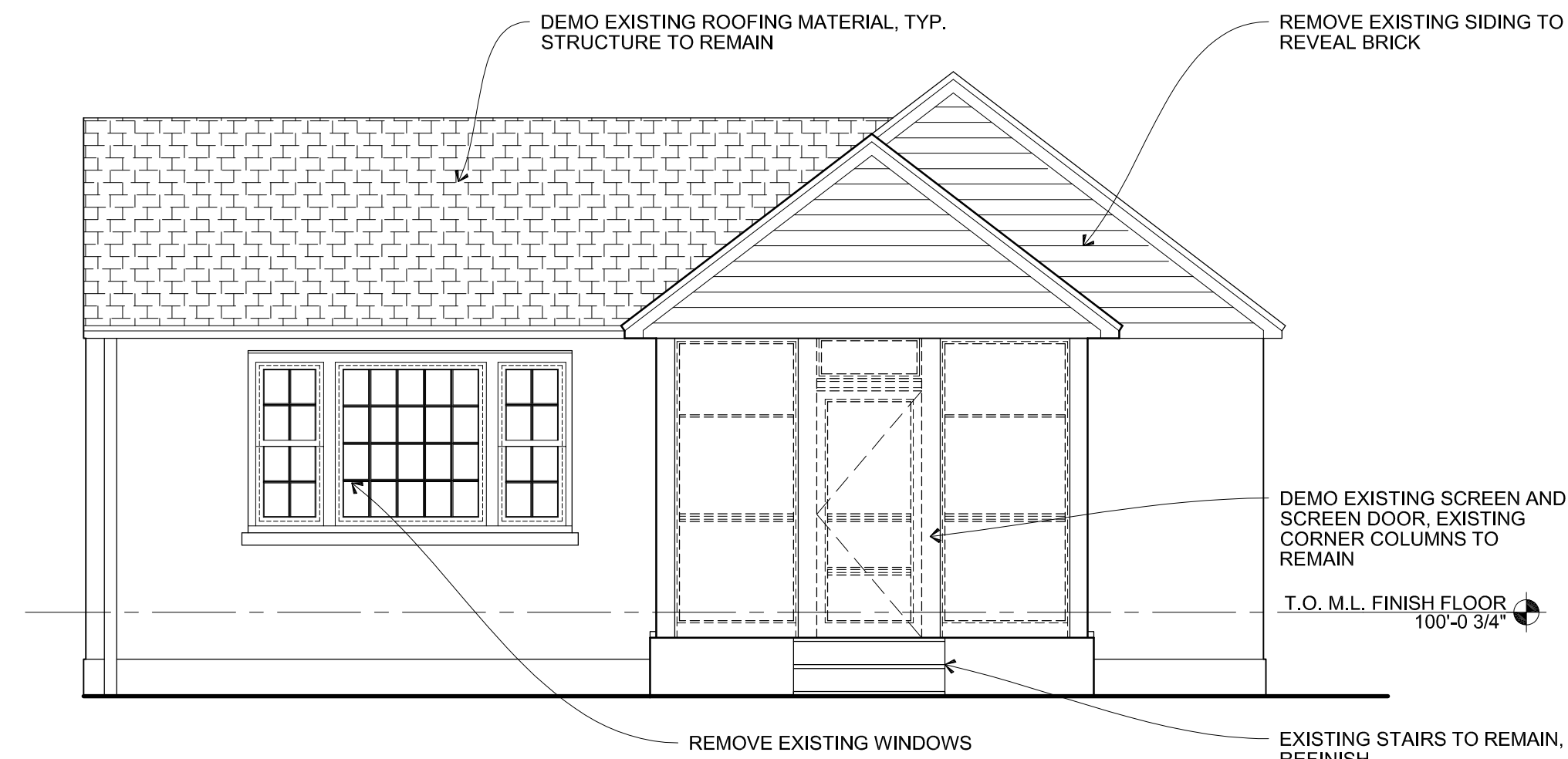
DEMO
EXTERIOR
ELEVATIONS

D2.00

5/16/2022 1:52:1 PM



2 DEMO EAST ELEVATION - SOUTH
SCALE: 1/4" = 1'-0"



1 DEMO WEST ELEVATION
SCALE: 1/4" = 1'-0"

GENERAL DEMO NOTES:
-REPLACE ALL WINDOWS WITH MARVIN CLAD REPLACEMENT INSULATED WINDOWS
-REPLACE ALL EXTERIOR DOORS WITH DOORS IN A SIMILAR STYLE WITH INSULATED GLASS



MDJ

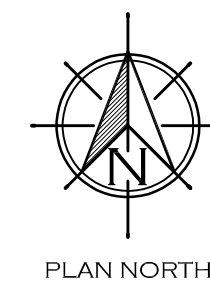
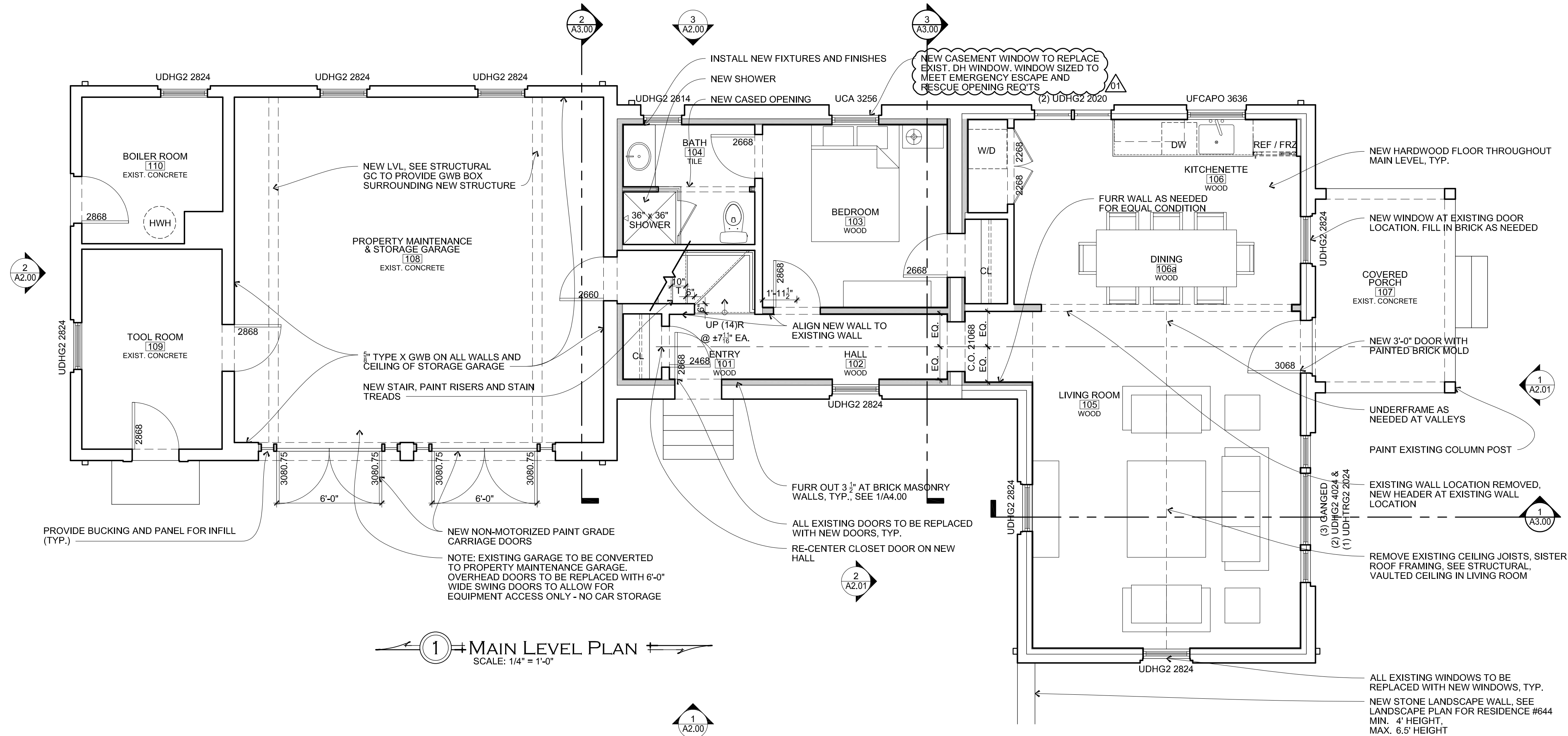
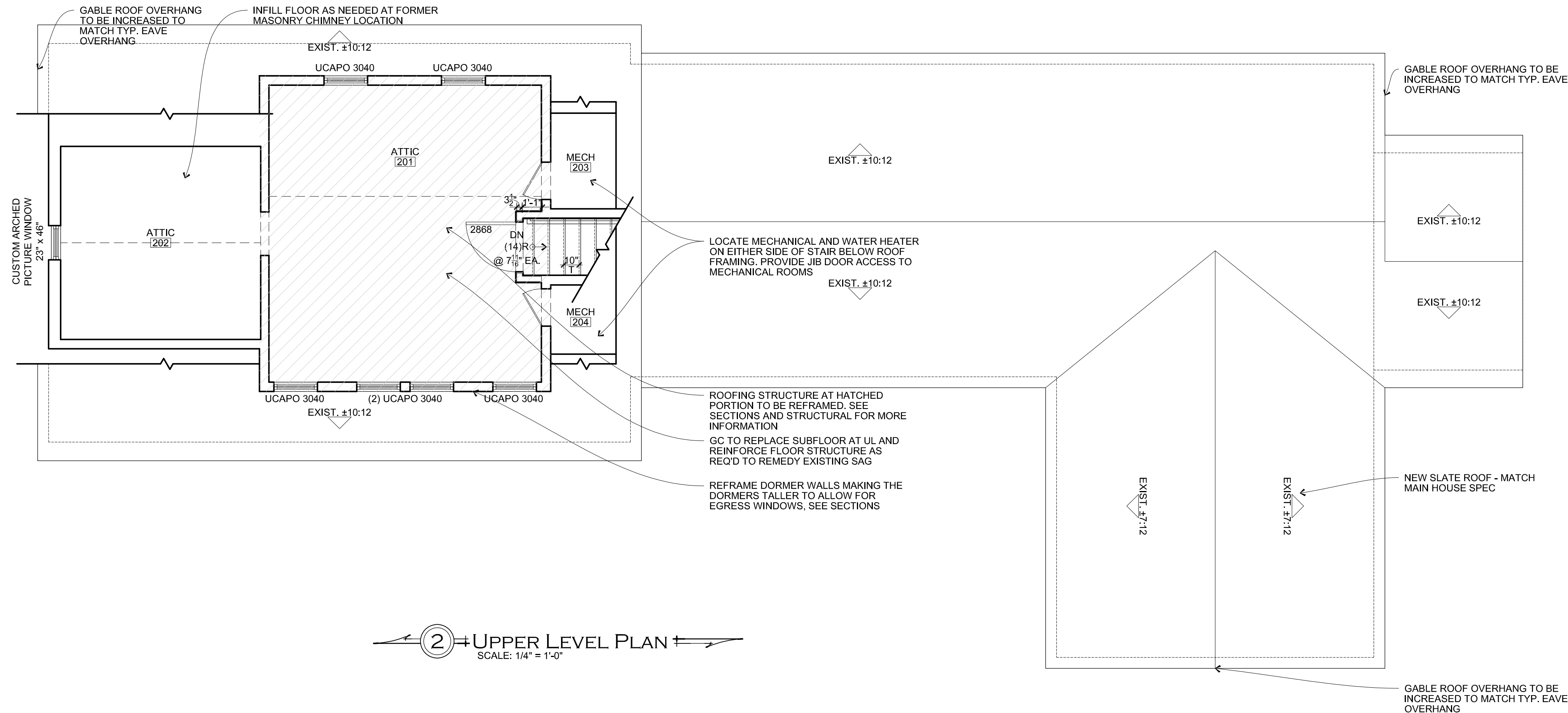
WINNETKA RESIDENCE
COACH HOUSE RENOVATION
644 Pine Lane, Winnetka, Illinois 60093
WADE WEISSMANN ARCHITECTURE, INC. © 2022 / P: 414-352-8385 F: 414-352-8385

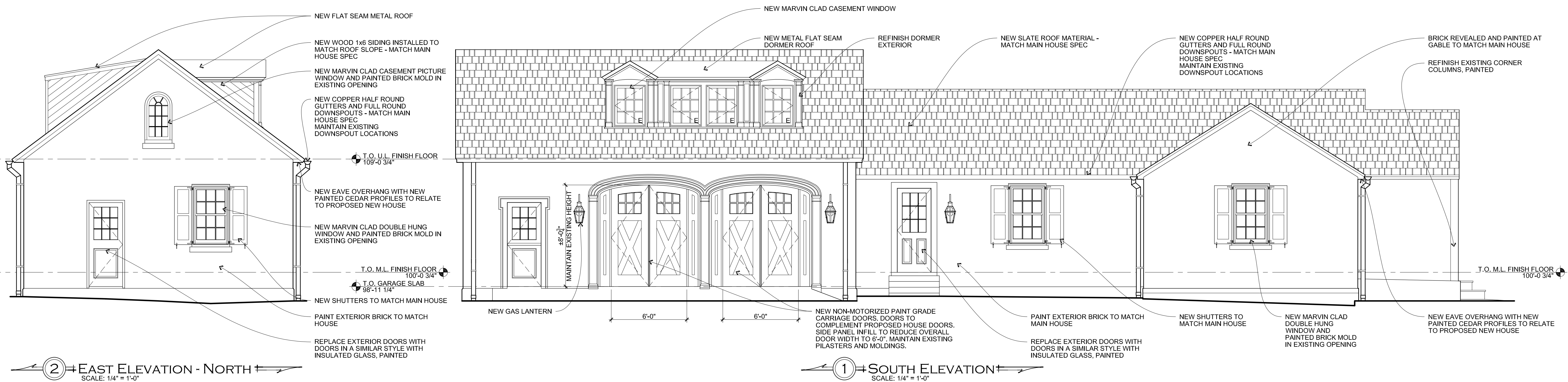
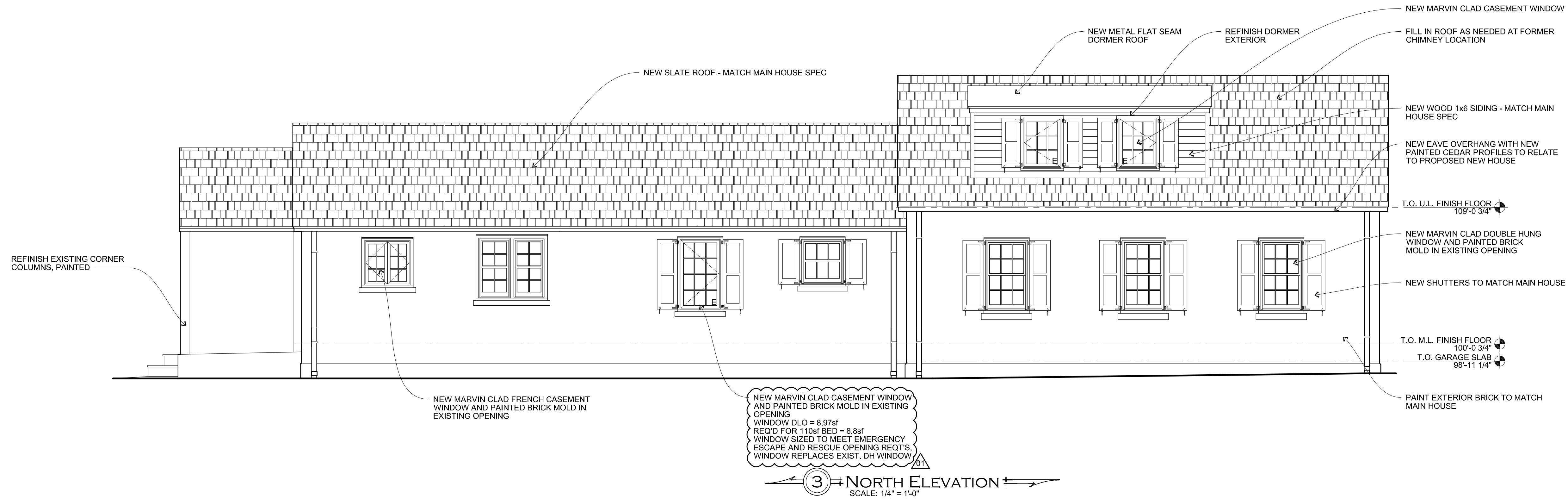
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PERMIT SET
2022.05.16



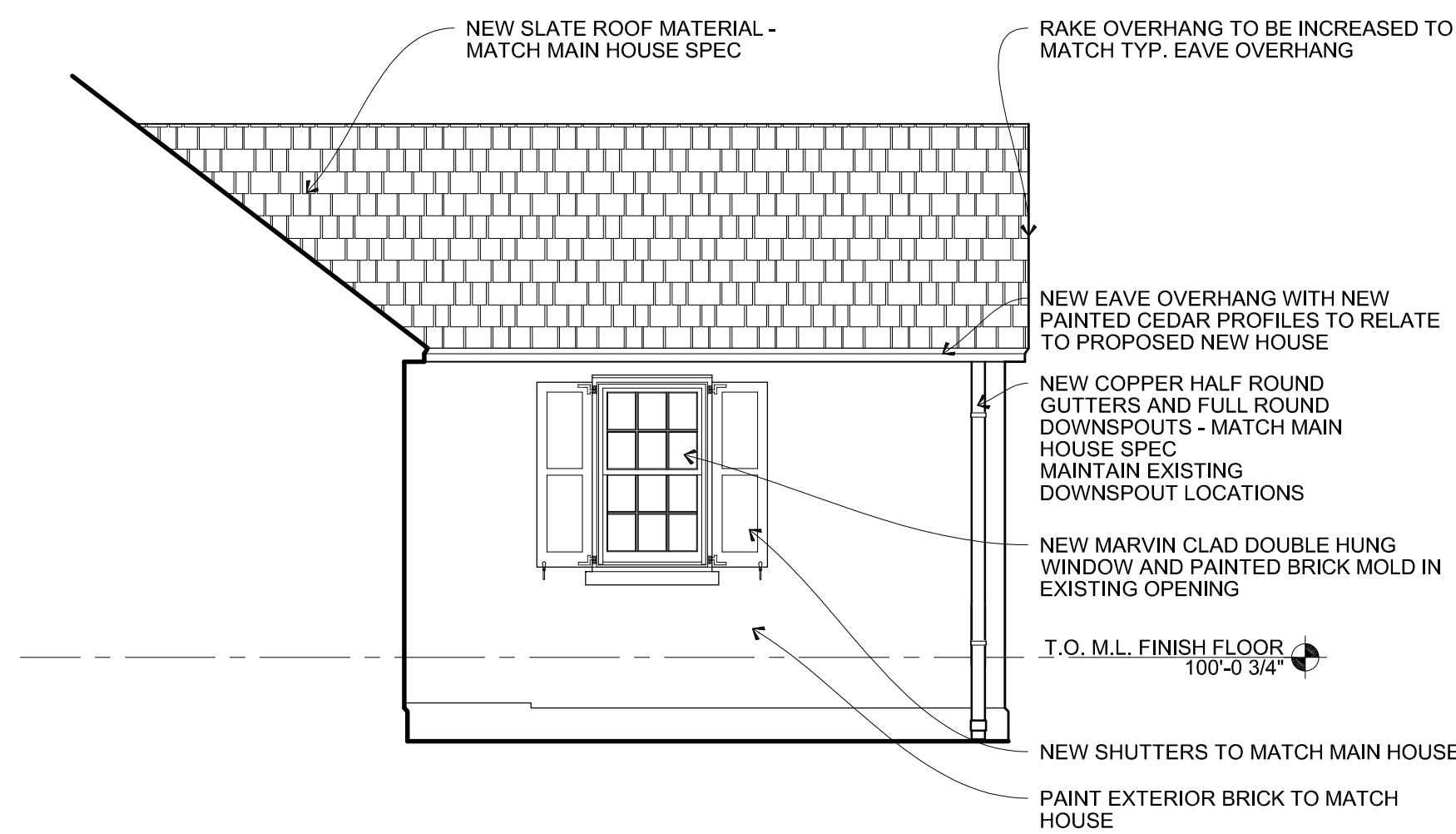
DEMO
EXTERIOR
ELEVATIONS

D2.01

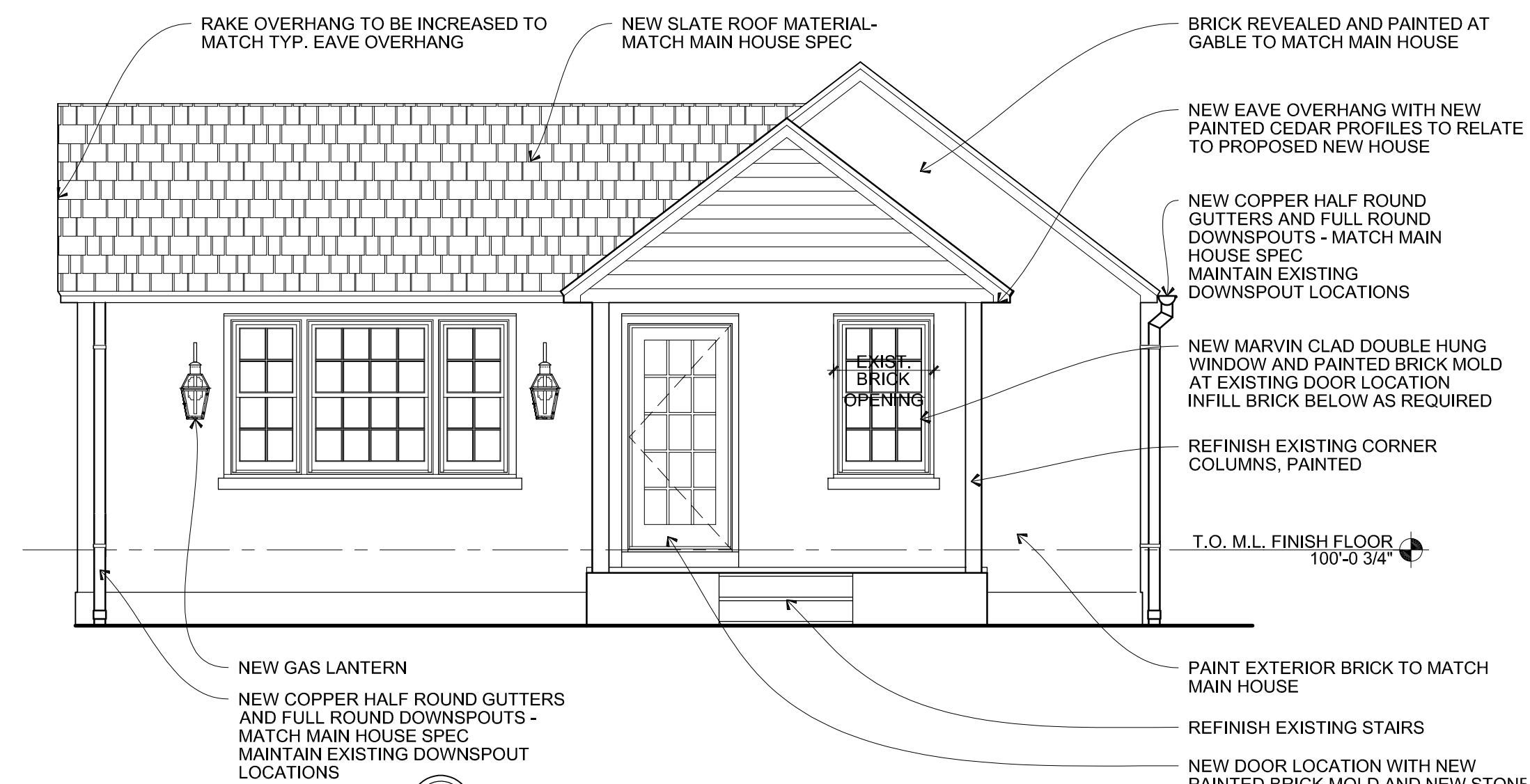




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2 **EAST ELEVATION - SOUTH**
SCALE: 1/4" = 1'-0"



1 **WEST ELEVATION**
SCALE: 1/4" = 1'-0"

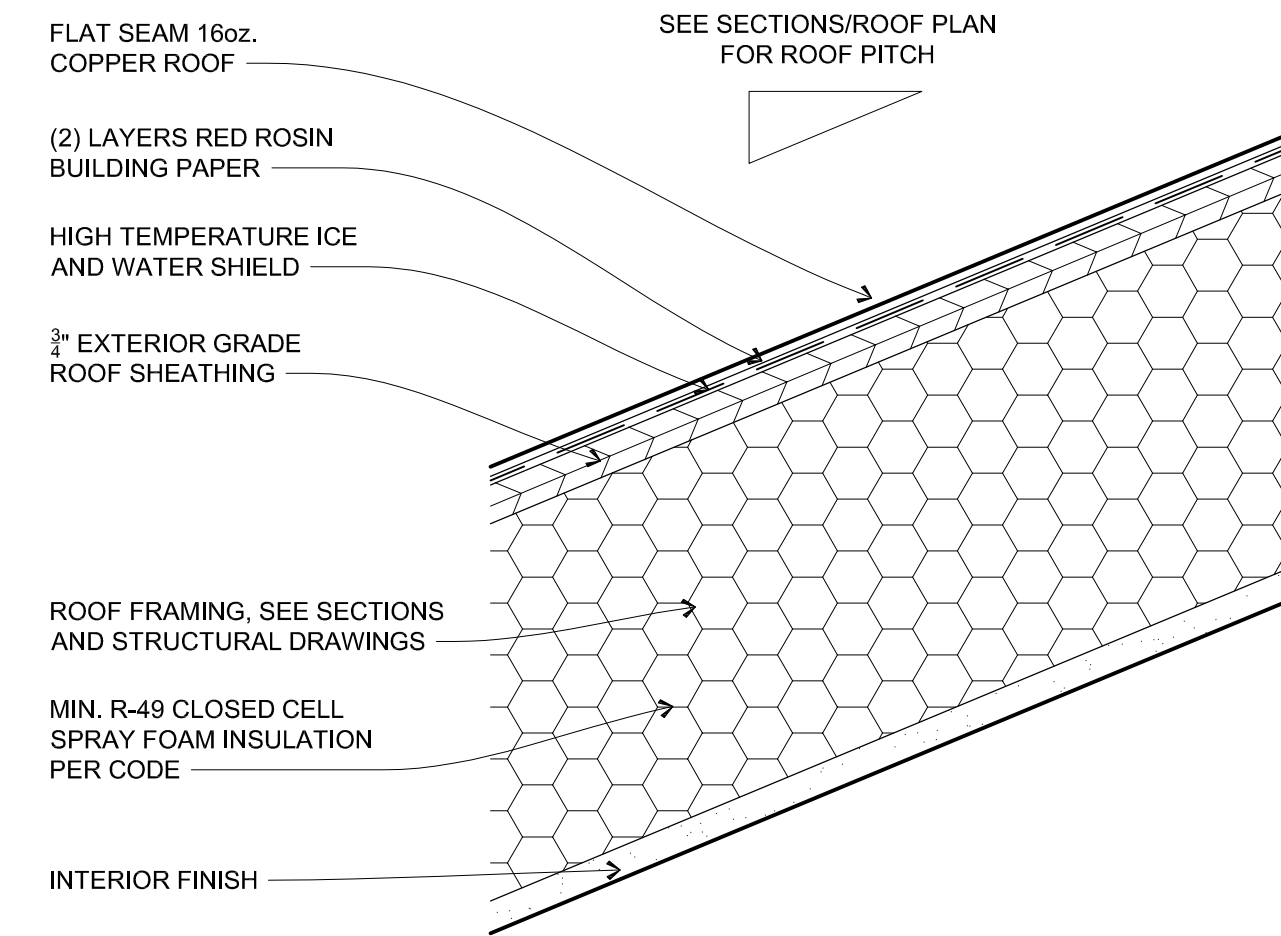
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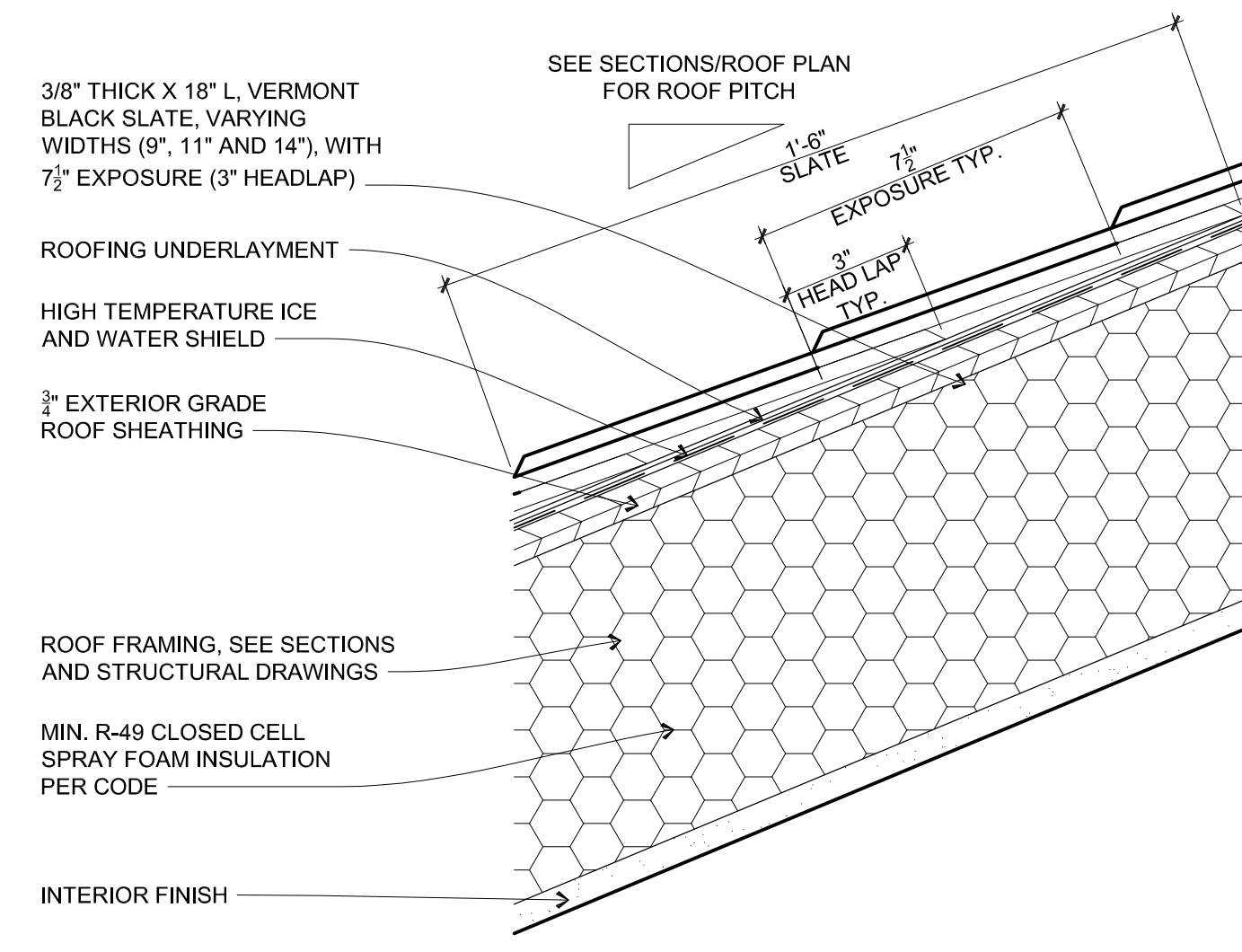
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WINNETKA RESIDENCE
COACH HOUSE RENOVATION
644 Pine Lane, Winnetka, Illinois 60093

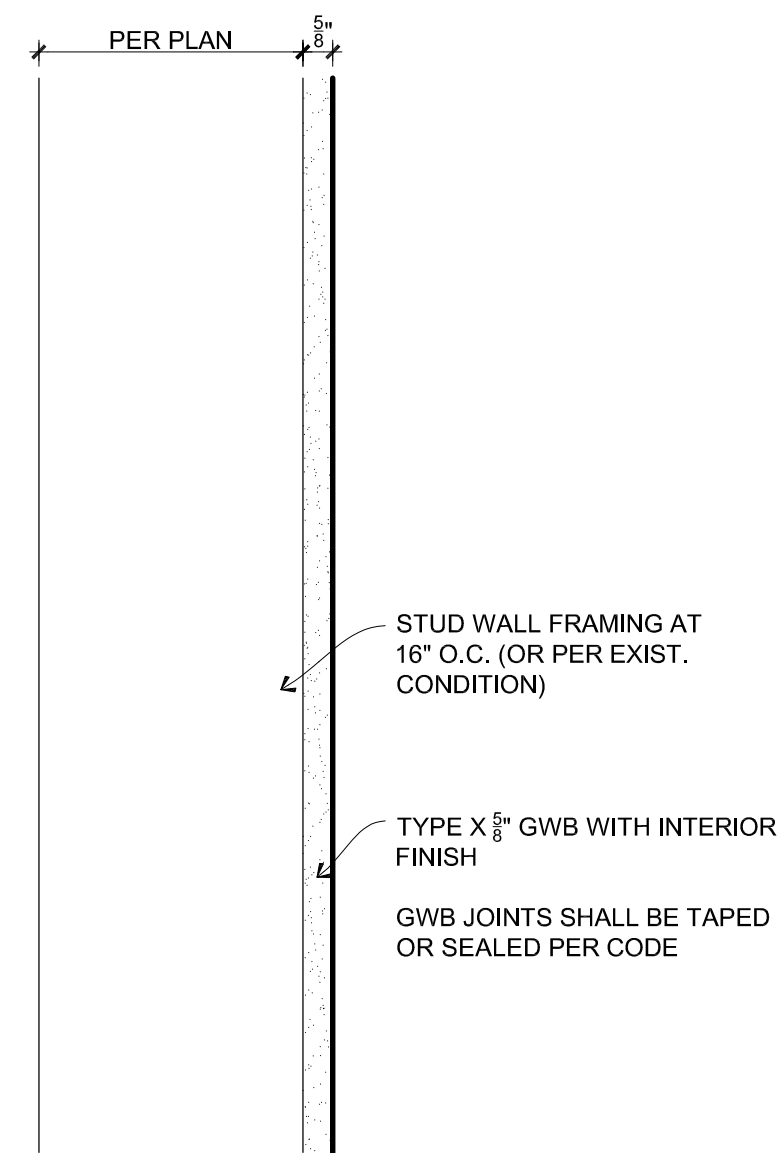
WADE WEISSMANN ARCHITECTURE, INC. © 2022 / P: 414-351-1200 F: 414-352-8985



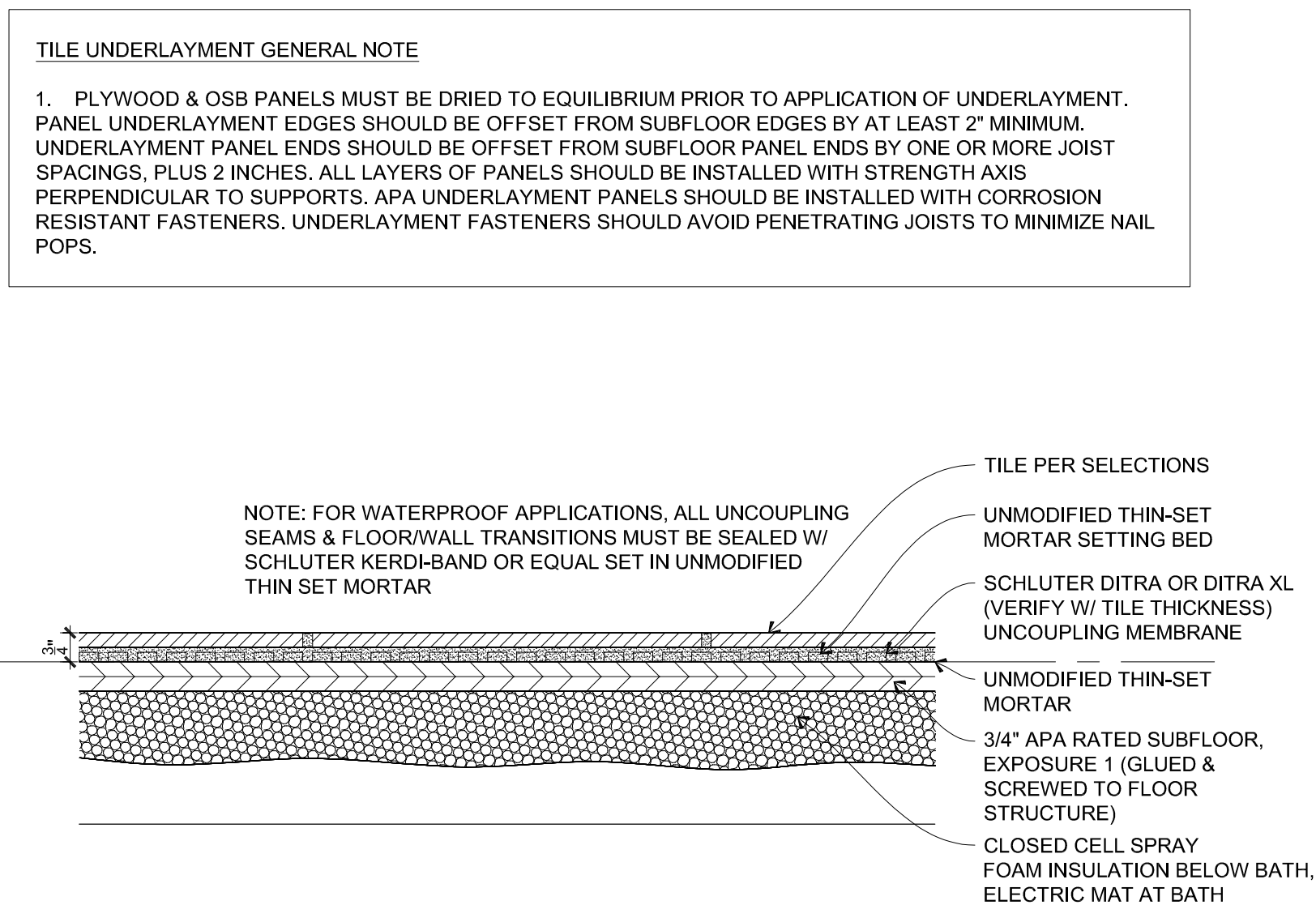
6 TYP. FLAT SEAM ROOF
SCALE: 3" = 1'-0"



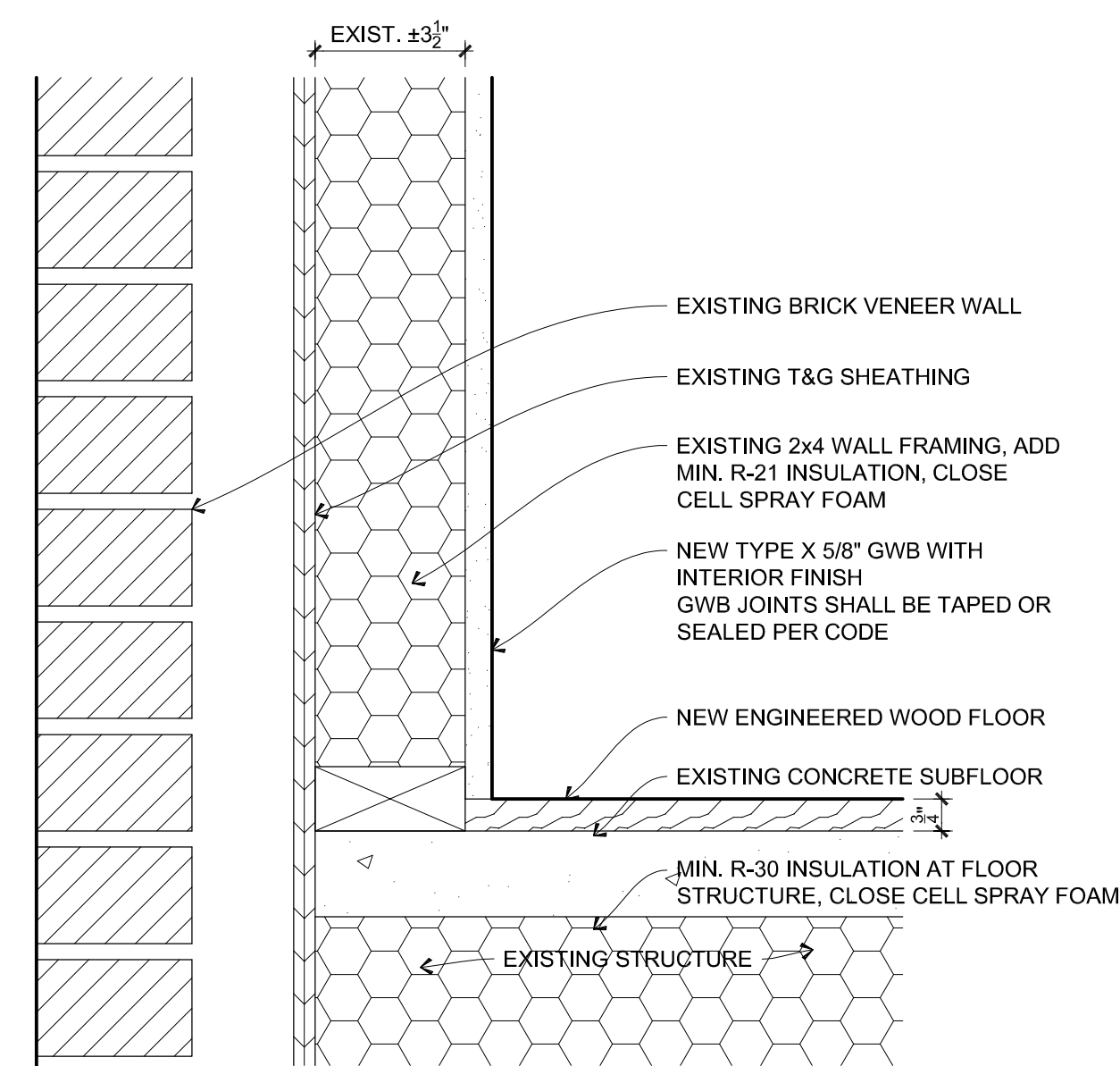
5 TYP. SLATE ROOF
SCALE: 3" = 1'-0"



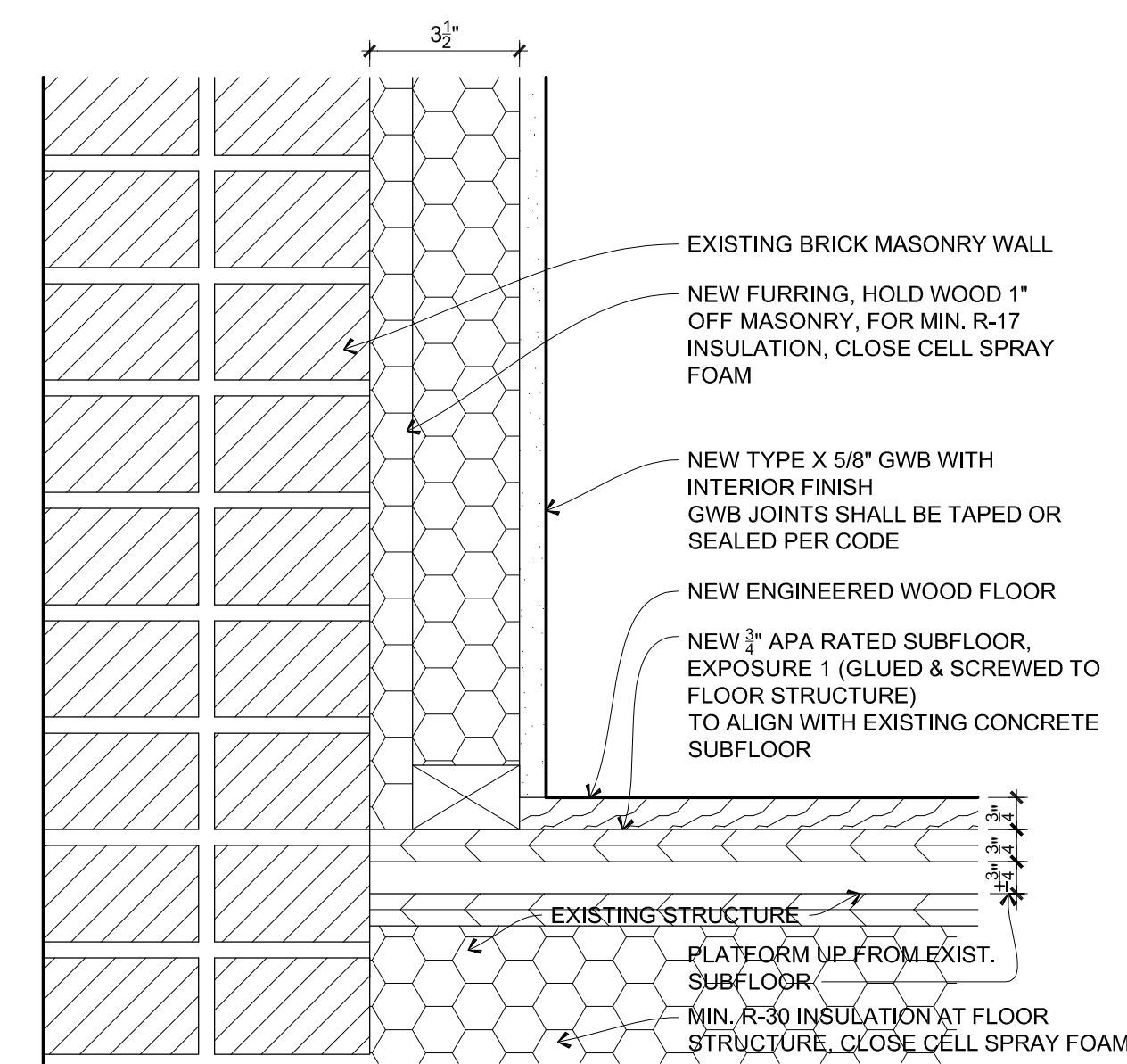
4 TYP. INT. GYPSUM BOARD
SCALE: 3" = 1'-0"



3 TYP. TILE FLOOR
SCALE: 3" = 1'-0"

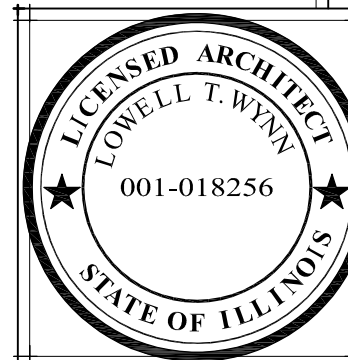


2 TYP. WALL & FLOOR DETAIL @ EXIST. FRAMING
SCALE: 3" = 1'-0"



1 TYP. WALL & FLOOR DETAIL @ EXIST. MASONRY
SCALE: 3" = 1'-0"

ISSUE:
PERMIT SET
2022.05.16



TYPICAL DETAILS

SCALE: AS NOTED

A4.00

6/7/2022 10:10:22 AM

GENERAL ELECTRICAL NOTES:

1. ALL ELECTRICAL WORK TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES AND STANDARDS. ELECTRICAL DEVICES SHOWN ILLUSTRATE DESIGN INTENT. ADDITIONAL DEVICES MAY BE REQUIRED BY GOVERNING CODES.

2. GC TO SCHEDULE DEVICE LOCATION WALK THRU WITH OWNER & ARCHITECT PRIOR TO HARDWIRING OR CONDUIT INSTALLATION.

3. ELECTRICAL CONTRACTOR TO COORDINATE CIRCUITING WITH ARCHITECT AND OWNER TO ACCOMMODATE OWNER REQUIREMENTS.

4. CENTER LIGHTING ON OTHER FIXTURES, OR ON AXIS WITH OTHER PHYSICAL COMPONENTS, AS SHOWN ON PLAN (DOOR CENTERLINES, WINDOW MULLIONS, ETC).

5. SMOKE DETECTORS TO BE HARDWIRED WITH BATTERY BACK-UP, SUCH THAT WHEN ONE ALARM IS ACTIVATED, ALL ARE ACTIVATED.

6. REFER TO AND FOLLOW LIGHTING AND/OR DEVICE MANUFACTURER'S REQUIREMENTS AND SPECIFICATIONS FOR SPECIFIC INSTALLATION DETAILS.

7. LAMPS SHALL BE PROVIDED FOR ALL NON-DECORATIVE FIXTURES ACCORDING TO SCHEDULE FURNISHED BY LIGHTING DESIGNER.

8. SITE/LANDSCAPE LIGHTING TO BE PROVIDED AS INDICATED BY DRAWINGS, OWNER, LANDSCAPE ARCHITECT, AND/OR INTERIOR DESIGNER.

9. SWITCHES AND RECEPTACLES IN BATHROOMS SHALL NOT BE LOCATED IN A MINIMUM OF THIRTY (30) INCHES FROM THE INSIDE EDGE OF A TUB OR SHOWER MEASURED HORIZONTALLY AT THE FLOOR LINE, UNLESS GFCI PROTECTED. LIGHTING FIXTURES ABOVE, OR WITHIN TWO FEET OF THE INSIDE OF THE TUB EDGE, MUST HAVE GFCI PROTECTION

10. GROUNDED CONDUCTORS SHALL BE AT LEAST THE SAME SIZE AS THE UNGROUNDED CONDUCTORS OF THE SAME CIRCUIT.

11. ANY CIRCUIT DEDICATED TO A SMOKE ALARM SYSTEM SHALL HAVE A "LOCKOUT" DEVICE INSTALLED ON THE SYSTEM'S CIRCUIT PROTECTION DEVICE TO MAINTAIN POWER TO THE EQUIPMENT

12. A SEPARATE RACEWAY SHALL BE PROVIDED FOR THE SYSTEM'S CIRCUIT AND DETECTOR'S CONTROL WIRING, THEREBY ELIMINATING THE INTERFERENCE OF CIRCUIT CONDUCTORS AND RACEWAYS, WHICH MAY BE INSTALLED FOR OTHER EQUIPMENT OR OUTLETS

13. ATTICS AND / OR CLOSETS THAT CONTAIN MECHANICAL EQUIPMENT, I.E. HEATING, VENTILATING, OR COOLING EQUIPMENT, SHALL CONTAIN AN APPROVED SMOKE DETECTOR

14. NOT LESS THAN 90 PERCENT OF THE LAMPS IN PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH EFFICACY LAMPS **R404.1**

15. GAS LIGHTS MUST BE **ANSI Z21.40.1** APPROVED AND HAVE A SHUT OFF INSIDE THE BUILDING **IFGC 628.1**

16. GFCI PROTECTION SHALL BE PROVIDED FOR THE DISHWASHER CIRCUIT PER **2014 NEC 210.8(D)**

17. GROUND-FAULT CIRCUIT INTERRUPTER PROTECTION FOR PERSONNEL SHALL BE PROVIDED FOR ELECTRICALLY HEATED FLOORS IN BATHROOMS, KITCHENS, AND IN HYDROMASSAGE BATHTUB, SPA, AND HOT TUB LOCATIONS. **NEC424.44(G)**

18. ALL GARAGE OUTLETS SHALL BE LOCATED NOT LESS THAN FORTY-TWO (42) INCHES ABOVE THE FINISHED FLOOR **200.11 WINNETKA AMENDMENT**

19. KITCHEN RECEPTACLES SHALL BE SPACED ACCORDING TO **NEC 3901.4** THRU **NEC 3901.5**. RECEPTACLES SERVING KITCHEN COUNTERS SHALL BE LOCATED SO THAT NO POINT ALONG THE WALL LINE IS MORE THAN 24" FROM A RECEPTACLE, RECEPTACLE REQUIRED ON PENINSULA NOT MORE THAN 6" FROM THE EDGE OF A COUNTERTOP, OR LOWER THAN 12" FROM A COUNTERTOP

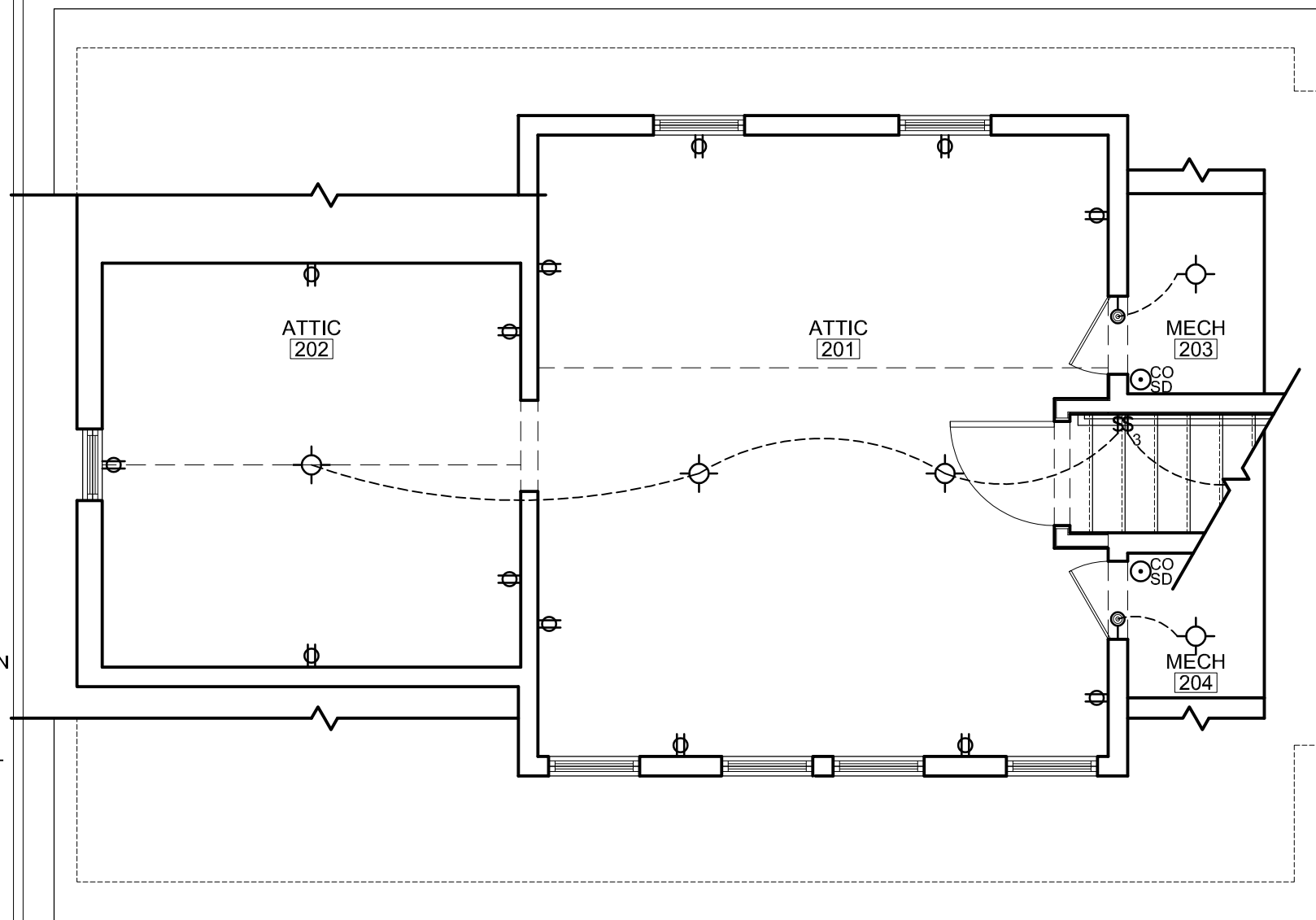
20. OUTLET BOX HOOD (IN-USE COVERS) FOR EXTERIOR RECEPTACLES SHALL BE LISTED AND IDENTIFIED AS "EXTRA DUTY." **2014 NEC 406.9(A)(1)**

21. RECEPTACLES SHALL BE INSTALLED SO THAT NO POINT MEASURED HORIZONTALLY ALONG THE FLOOR LINE OF ANY WALL SPACE IS MORE THAN 6 FEET FROM A RECEPTACLE OUTLET **NEC210.52(A)(2)**

22. ALL BRANCH CIRCUITS THAT SUPPLY 120-VOLT, SINGLE-PHASE, 15- AND 20-AMPERE OUTLETS INSTALLED IN FAMILY ROOMS, RECREATION ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOMS, CLOSETS, HALLWAYS, KITCHENS, AND LAUNDRY ROOMS AND SIMILAR ROOMS OR AREAS SHALL BE PROTECTED BY A COMBINATION TYPE ARC-FAULT CIRCUIT INTERRUPTER INSTALLED TO PROVIDE PROTECTION OF THE BRANCH CIRCUIT **NEC 210.(A)**

23. LIGHTING FIXTURE OR FAN ABOVE, OR WITHIN TWO FEET OF THE INSIDE OF THE TUB/SHOWER EDGE MUST HAVE GFCI PROTECTION **NEC 200.11, AMENDED**

24. SEE E1.0 AND E1.1 FROM PERMIT SET FOR RESIDENCE #644 FOR ELECTRICAL LOADING INFORMATION



2 UPPER LEVEL LIGHTING & RECEPTACLE PLAN
SCALE: 1/4" = 1'-0"

LIGHTING & RECEPTACLE PLAN SYMBOLS KEY

DECORATIVE LIGHT FIXTURE, CEILING MOUNTED (SUSPENDED)

RECESSED LIGHT (4" DIA.)

RECESSED LIGHT WALL WASHER

RECESSED SHOWER LIGHT W/ GLASS COVER

LINEAR LED COVE LIGHT, CEILING MOUNTED

UNDER CABINET LIGHT

SINGLE ART LAMP

DECORATIVE GAS SCONCE

DECORATIVE SCONCE

RECESSED WALL-MOUNTED LIGHT

VERTICAL STRIP LIGHTING

RECESSED STEP LIGHT

FLOOD LIGHT

PORCELAIN SOCKET FIXTURE

RECESSED LIGHT/EXHAUST FAN COMBO, CEILING MOUNTED

EXHAUST FAN, CEILING MOUNTED

EXHAUST FAN, WALL MOUNTED (REMOTE MOTOR)

CEILING FAN

ELECTRICAL OUTLET - STANDARD DUPLEX

ELECTRICAL OUTLET - TOP HALF SWITCHED DUPLEX

WATER SENSOR OUTLET

ELECTRICAL OUTLET - GFI PROTECTED WATERPROOF

ELECTRICAL OUTLET - GROUND FAULT CIRCUIT INTERRUPTED DUPLEX

ELECTRICAL OUTLET - FOUR GANG

ELECTRICAL OUTLET - FLOOR MOUNTED DUPLEX

DEDICATED EQUIPMENT OUTLET - VERIFY W/ MANUF.

SINGLE POLE WALL SWITCH

DIMMER SWITCH

3-WAY SWITCH

3-WAY DIMMER SWITCH

4-WAY SWITCH

4-WAY DIMMER SWITCH

5-WAY DIMMER SWITCH

JAMB SWITCH

SMOKE DETECTOR

CO DETECTOR

COMBINED SMOKE & CO DETECTOR

COMBINED SMOKE & CO DETECTOR WITH FIRE HORN BASE

SPEAKER

CONCEALED SPEAKER

TELEPHONE

DATA

TELEVISION JACK, VERIFY LOCATION WITH OWNER

DOOR BELL

RECESSED CLOCK OUTLET

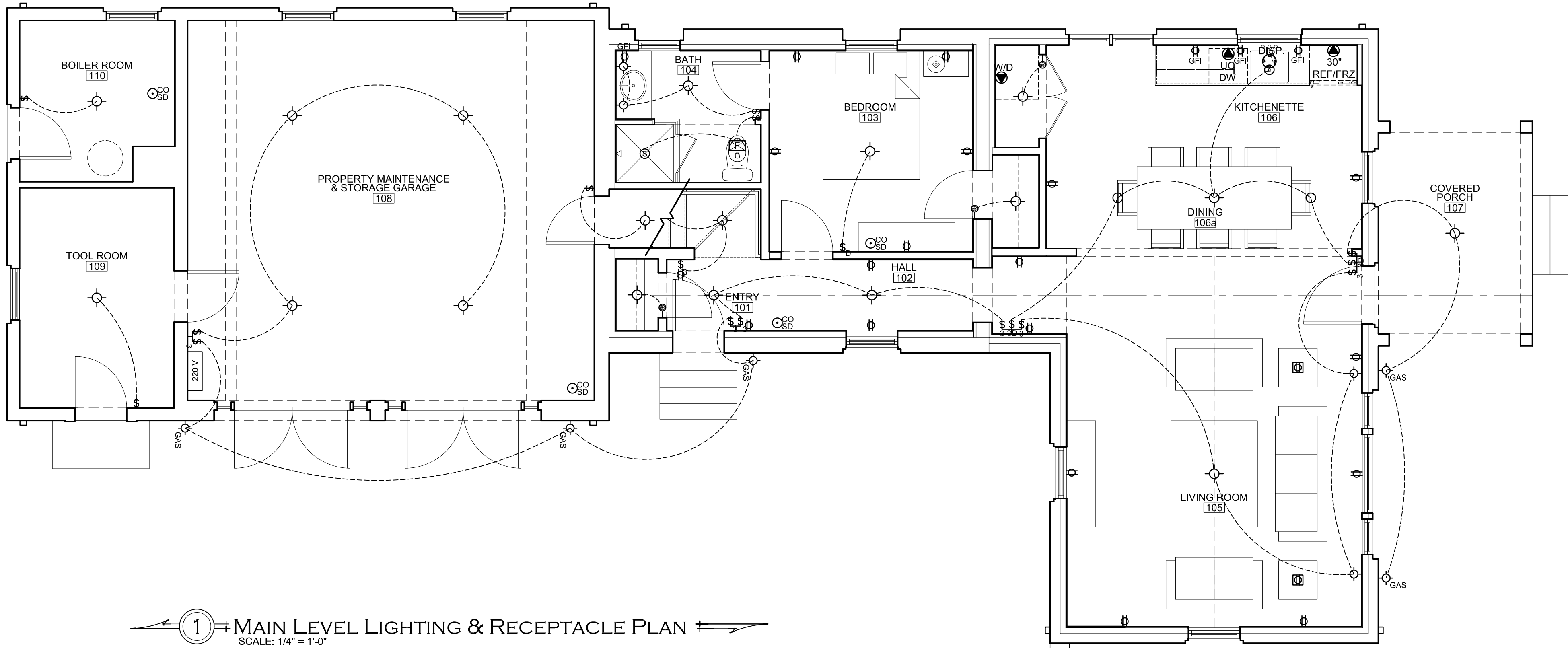
THERMOSTAT

ELEVATOR CALL BOX

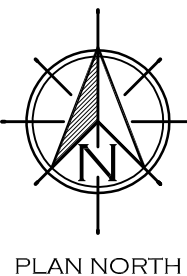
RECESSED JUNCTION BOX

MOTION DETECTOR

GARBAGE DISPOSAL



1 MAIN LEVEL LIGHTING & RECEPTACLE PLAN
SCALE: 1/4" = 1'-0"



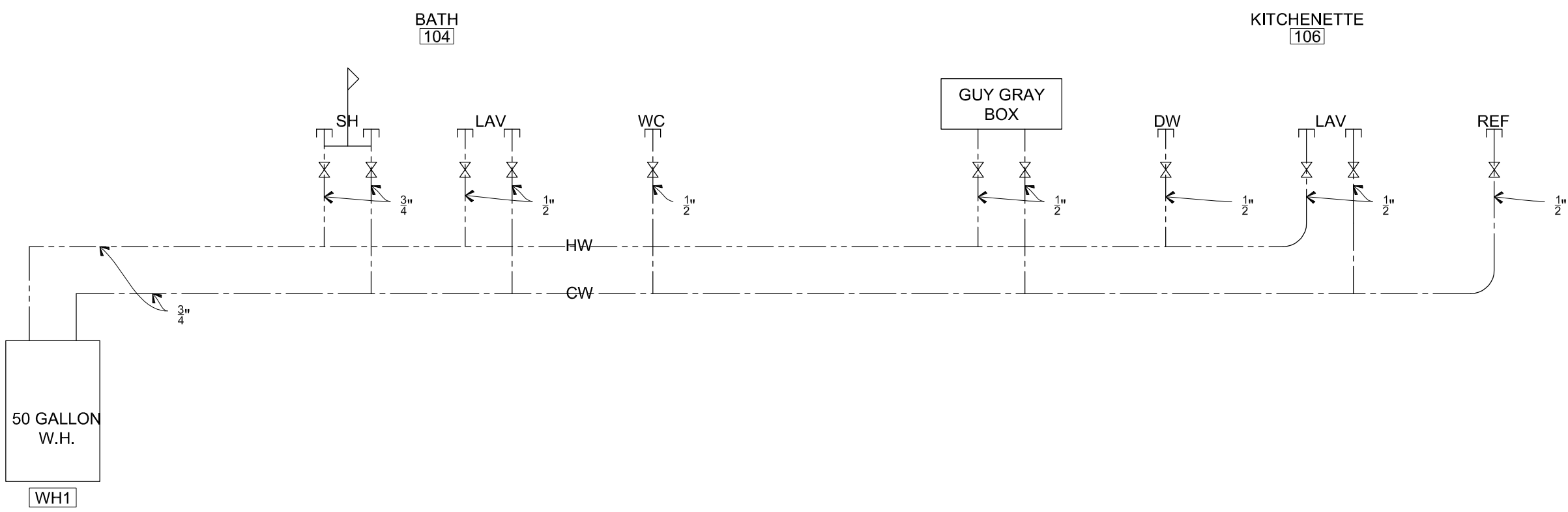
MDJ

WINNETKA RESIDENCE
COACH HOUSE RENOVATION
644 Pine Lane, Winnetka, Illinois 60093
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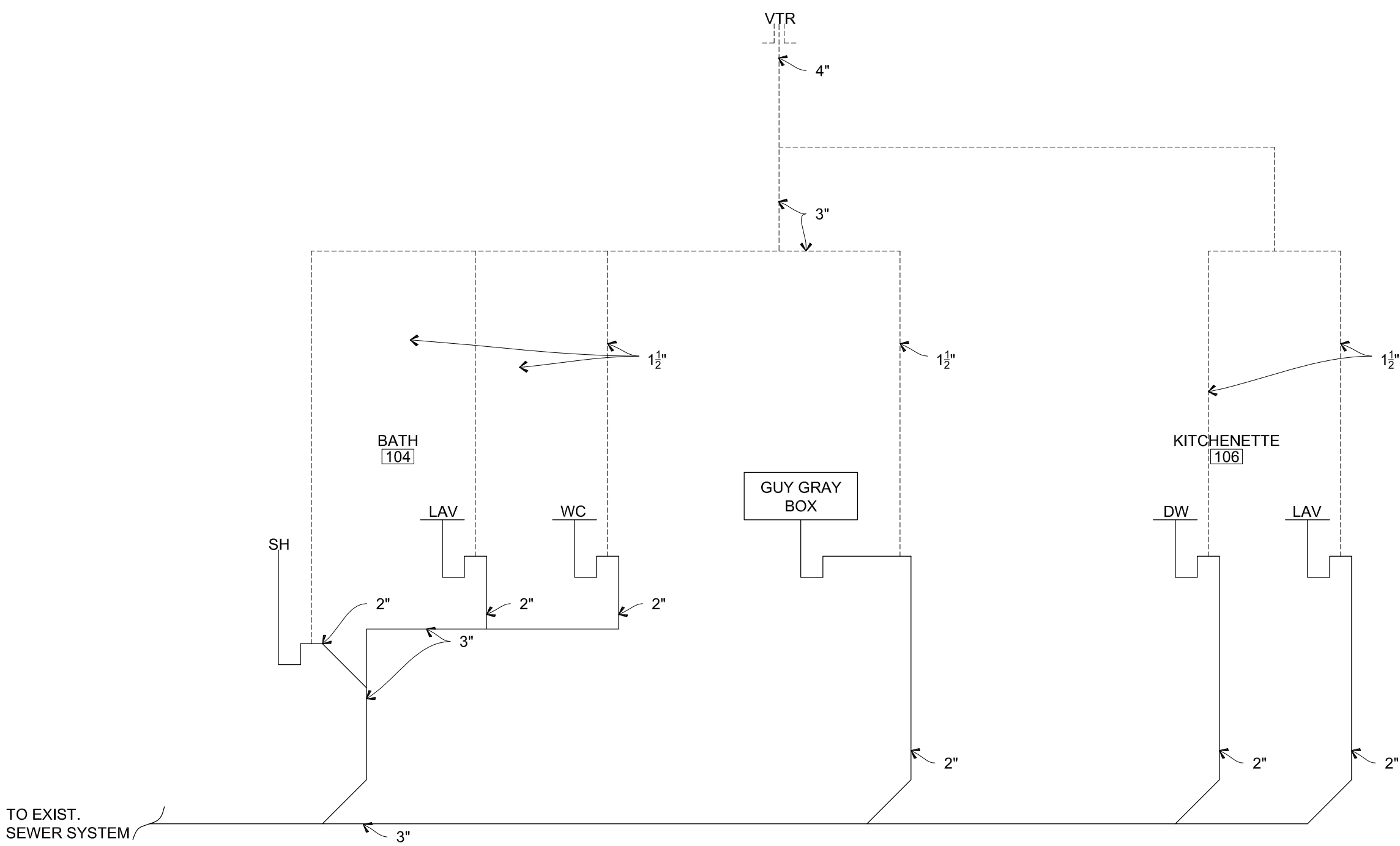
ISSUE:
PERMIT SET
PERMIT REVISION 01



MAIN &
UPPER LEVEL
L&R PLANS
SCALE: 1/4" = 1'-0"
E1.01



2 Hot & Cold Water Riser Diagram
SCALE: NOT TO SCALE



1 Waste, Vent, Drain Piping Diagram
SCALE: NOT TO SCALE

IBC 2015 TABLE 2304.10.1 MINIMUM FASTENING SCHEDULE, UNO

CONNECTION TYPE	LOCATION	FASTENING
1. JOIST TO SILL OR GIRDER.	TOENAIL	3 - 8d COMMON
2. BRIDGING TO JOIST.	TOENAIL EA END	2 - 8d COMMON
3. 1"x6" SUBFLOOR OR LESS TO EACH JOIST.	FACE NAIL	2 - 8d COMMON
4. WIDER THAN 1"x6" SUBFLOOR TO EACH JOIST.	FACE NAIL	3 - 8d COMMON
5. 2" SUBFLOOR TO JOIST OR GIRDER.	BLIND AND FACE NAIL	2 - 16d COMMON
6. SOLE PLATE TO JOIST OR BLOCKING. SOLE PLATE TO JOIST OR BLOCKING.	TYPICAL FACE NAIL AT BRACED WALL PANELS	16d @ 16" OC 3 - 16d @ 16" OC
7. TOP PLATE TO STUD.	END NAIL	2 - 16d COMMON
8. STUD TO SOLE PLATE.	TOENAIL END NAIL	4 - 8d COMMON 2 - 16d COMMON
9. DOUBLE STUDS.	FACE NAIL	16d @ 24" OC
10. DOUBLE TOP PLATES. DOUBLE TOP PLATES.	TYPICAL FACE NAIL LAP SPLICE	16d @ 16" OC 8 - 16d COMMON, U.N.O.
11. BLOCKING BETWEEN JOISTS OR RAFTERS TO TOP PLATE.	TOENAIL	3 - 8d COMMON
12. RIM JOIST TO TOP PLATE.	TOENAIL	8d @ 6" OC
13. TOP PLATES, LAPS & INTERSECTIONS.	FACE NAIL	2 - 16d COMMON
14. CONTINUOUS HEADER, TWO PIECES.	16" OC ALONG EDGE	16d COMMON
15. CEILING JOISTS TO PLATE.	TOENAIL	3 - 8d COMMON
16. CONTINUOUS HEADER TO STUD.	TOENAIL	4 - 8d COMMON
17. CEILING JOISTS, LAPS OVER PARTITIONS.	FACE NAIL	3 - 16d COMMON, MINIMUM
18. CEILING JOISTS TO PARALLEL RAFTERS.	FACE NAIL	3 - 16d COMMON, MINIMUM
19. RAFTER TO PLATE.	TOENAIL	3 - 8d COMMON
20. 1" DIAGONAL BRACE TO EACH STUD AND PLATE.	FACE NAIL	2 - 8d COMMON
21. 1"x8" SHEATHING TO EACH BEARING WALL.	FACE NAIL	2 - 8d COMMON
22. WIDER THAN 1"x8" SHEATHING TO EACH BEARING.	FACE NAIL	3 - 8d COMMON
23. BUILT-UP CORNER STUDS.	24" OC	16d COMMON
24. BUILT-UP GIRDER & BEAMS.	FACE NAIL AT T&B STAGGERED ON OPPOSITE SIDES FACE NAIL AT ENDS & AT EACH SPLICE	20d COMMON @ 32" OC 2 - 20d COMMON
25. 2" PLANKS.	AT EACH BEARING	16d COMMON
26. COLLAR TIE TO RAFTER.	FACE NAIL	3 - 10d COMMON
27. JACK RAFTER TO HIP.	TOENAIL FACE NAIL	3 - 10d COMMON 2 - 16d COMMON
28. ROOF RAFTER TO 2x RIDGE BEAM.	TOENAIL FACE NAIL	2 - 16d COMMON 2 - 16d COMMON
29. JOIST TO BAND JOIST.	FACE NAIL	3 - 16d COMMON
30. LEDGER STRIP.	FACE NAIL	3 - 16d COMMON
31. WOOD STRUCTURAL PANELS AND PARTICLEBOARD (NAILS SPACED @ 6" OC EDGES & 12" OC FIELD): SUBFLOOR, ROOF AND WALL SHEATHING (TO FRAMING):	1/2" AND LESS 19/32" TO 3/4" 7/8" TO 1" 1 1/8" TO 1 1/4"	6d COMMON 8d OR 6d COMMON 8d COMMON 10d COMMON
SINGLE FLOOR (COMBINATION SUBFLOOR- UNDERLAYMENT TO FRAMING):	3/4" AND LESS 7/8" TO 1" 1 1/8" TO 1 1/4"	6d DEFORMED SHANK 8d DEFORMED SHANK 10d COMMON
32. PANEL SIDING (TO FRAMING). (USE CORROSION-RESISTANT SIDING OR CASING NAIL)	1/2" AND LESS 5/8"	6d 8d
33. FIBERBOARD SHEATHING: (NAILS SPACED @ 3" OC EDGES & 6" OC FIELD)	1/2" 25/32"	6d COMMON NAIL 8d COMMON NAIL
34. INTERIOR PANELING. (NAILS SPACED @ 6" OC EDGES & 12" OC FIELD)	1/4" 3/8"	4d CASING OR FINISH 6d CASING OR FINISH
GENERAL NOTES: 1. NAILING PER SCHEDULE ABOVE IS TO BE USED WHERE NAILING IS NOT SPECIFIED ON PLANS OR DETAILS. NAILING PER PLANS & DETAILS SUPERSEDES THIS NAILING SCHEDULE UNLESS APPROVED BY THE ENGINEER OF RECORD. 2. COMMON OR BOX NAILS MAY BE USED EXCEPT WHERE OTHERWISE NOTED.		

STRUCTURAL ABBREVIATIONS

ABBREV.	WORD OR PHRASE	ABBREV.	WORD OR PHRASE
@	AT	LL	LIVE LOAD
&	AND	LLH	LONG LEG HORIZONTAL
AB	ANCHOR BOLT	LLV	LONG LEG VERTICAL
ALT	ALTERNATE	LSL	LAMINATED STRAND LUMBER
APA	AMERICAN PLYWOOD ASSOC	LVL	LAMINATED VENEER LUMBER
ARCH	ARCHITECT(URAL)	LW	LONG WAY
BC	BOTTOM CHORD	MFR	MANUFACTURER
BLDG	BUILDING	MAX	MAXIMUM
BLKG	BLOCKING	MECH	MECHANICAL
BM	BEAM	MIN	MINIMUM
BOT	BOTTOM	MISC	MISCELLANEOUS
BRG	BEARING	NIC	NOT IN CONTRACT
CL	CENTERLINE	NTS	NOT TO SCALE
CB	COLUMN BASE	OC	ON CENTER
CIP	CAST-IN-PLACE	O.F.	OUTSIDE FACE
CL	CENTERLINE	OPP	OPPOSITE
CLR	CLEAR	PARA	PARALLEL
CJ	CONTROL OR CONSTRUCTION JOINT	P/C	PRECAST CONCRETE
CMU	CONCRETE MASONRY UNIT	PCF	POUNDS PER CUBIC FOOT
COL	COLUMN	PERP	PERPENDICULAR
CONC	CONCRETE OR CONCENTRATED	PL	STEEL PLATE
CONT	CONTINUOUS	PLY	PLYWOOD
DBA	DECK BEARING ANGLE	PSI	POUNDS PER SQUARE INCH
DEFL	DEFLECTION	PSF	POUNDS PER SQUARE FOOT
DEMO	DEMOLITION	PSL	PARALLEL STRAND LUMBER
DFL	DOUGLAS FIR LARCH	P/T	POST-TENSIONED CONCRETE
DIA, Ø	DIAMETER	PT	PRESSURE TREATED
DIM	DIMENSION	REINF	REINFORCEMENT
DL	DEAD LOAD	REQD	REQUIRED
DTL	DETAIL	RTU	ROOF TOP UNIT
DWL	DOWEL	SCHED	SCHEDULE
DWG	DRAWING	SHT	SHEET
EA	EACH	SIM	SIMILAR
EF	EACH FACE	SLRS	SEISMIC LOAD RESISTING SYSTEM
EJ	EXPANSION JOINT	SMF	SPECIAL MOMENT FRAME
EL	ELEVATION	SCBF	SPECIAL CONCENTRIC BRACED FRAME
EMBED	EMBEDMENT	SMS	SHEET METAL SCREWS
EOSL	EDGE OF SLAB	SOG	SLAB ON GRADE
EOS	EDGE OF STEEL	SPEC	SPECIFICATION
EQ	EQUAL	SPF	SPRUCE-PINE-FIR
EW	EACH WAY	SQ	SQUARE
EXIST	EXISTING	SS	STAINLESS STEEL
EXP	EXPANSION	STL	STEEL
EXT	EXTERIOR	STR	STRUCTURAL
FD	FLOOR DRAIN	SW	SHORT WAY
FND	FOUNDATION	SYM	SYMMETRICAL
FF	FINISH FLOOR	SYP	SOUTHERN YELLOW PINE
FIN	FINISH	T&B	TOP AND BOTTOM
FLR	FLOOR	TC	TOP CHORD
FRMG	FRAMING	T&G	TONGUE AND GROOVE
FTG	FOOTING	TF	TOP OF FOOTING ELEVATION
FV	FIELD VERIFY	TL	TOP OF LEDGE ELEVATION
GA	GAGE	TOC	TOP OF CONCRETE ELEVATION
GLV	GALVANIZED	TOSL	TOP OF SLAB ELEVATION
GB	GRADE BEAM	TOS	TOP OF STEEL ELEVATION
GC	GENERAL CONTRACTOR	TP	TOP OF PIER ELEVATION
GT	GIRDER TRUSS	TPC	TOP OF PILE CAP
GYP	GYPNUM	TRANS	TRANSVERSE
HORIZ	HORIZONTAL	HTS	TUBE STEEL
HIF	HORIZONTAL INSIDE FACE	TW	TOP OF WALL ELEVATION
HOF	HORIZONTAL OUTSIDE FACE	TYP	TYPICAL
HSS	HOLLOW STRUCTURAL SECTION	UNO	UNLESS NOTED OTHERWISE
HT	HEIGHT	VERT	VERTICAL
HVAC	HEATING, VENTILATING & AIR COND.	VIF	VERTICAL INSIDE FACE
HWS	HEADED WELD STUD	VOF	VERTICAL OUTSIDE FACE
IF	INSIDE FACE	w	WITH
INFO	INFORMATION	WF	WIDE FLANGE
JST	JOIST	w/o	WITHOUT
KSI	KIPS PER SQUARE INCH	WP	WORKPOINT
L	ANGLE	WT	WEIGHT
		WWF	WELDED WIRE FABRIC

MATERIAL DESIGN PROPERTIES

WOOD STRENGTHS:	
WOOD MEMBERS USED FOR THIS PROJECT SHALL BE OF THE FOLLOWING GRADES/STRENGTHS AT A MINIMUM. HIGHER GRADES INDICATED IN PLANS OR SCHEDULES GOVERN OVER THESE MINIMUMS.	
WALL STUDS AND HEADERS	SEE PLAN AND SCHEDULES
INTERIOR BEAMS AND JOISTS	SPRUCE PINE FIR, No.1/No.2

WOOD MATERIAL PROPERTIES

SPECIES	GRADE	E (psi)	F _b (psi)	F _v (psi)	F _{c (perp)} (psi)	F _{c (para)} (psi)
SPRUCE PINE FIR	STUD	1,200,000	675	135	425	725
	No.1/No.2	1,400,000	875	135	425	1,150
	SS	1,500,000	1,250	135	425	1,400
LAMINATED VENEER LUMBER	2.0E	2,000,000	2,600	285	750	2,510
SCHEDULE NOTES: 1. DESIGN VALUES LISTED ARE FOR NORMAL LOAD DURATION AND DRY SERVICE CONDITIONS, UNLESS NOTED OTHERWISE. 2. CONTACT ENGINEER FOR REQUIRED DESIGN PROPERTIES OF SYP MEMBER SIZES OR OTHER LUMBER NOT LISTED IN SCHEDULE.						

WOOD FRAMING NOTES

(APPLY TO ALL FRAMING DRAWINGS)

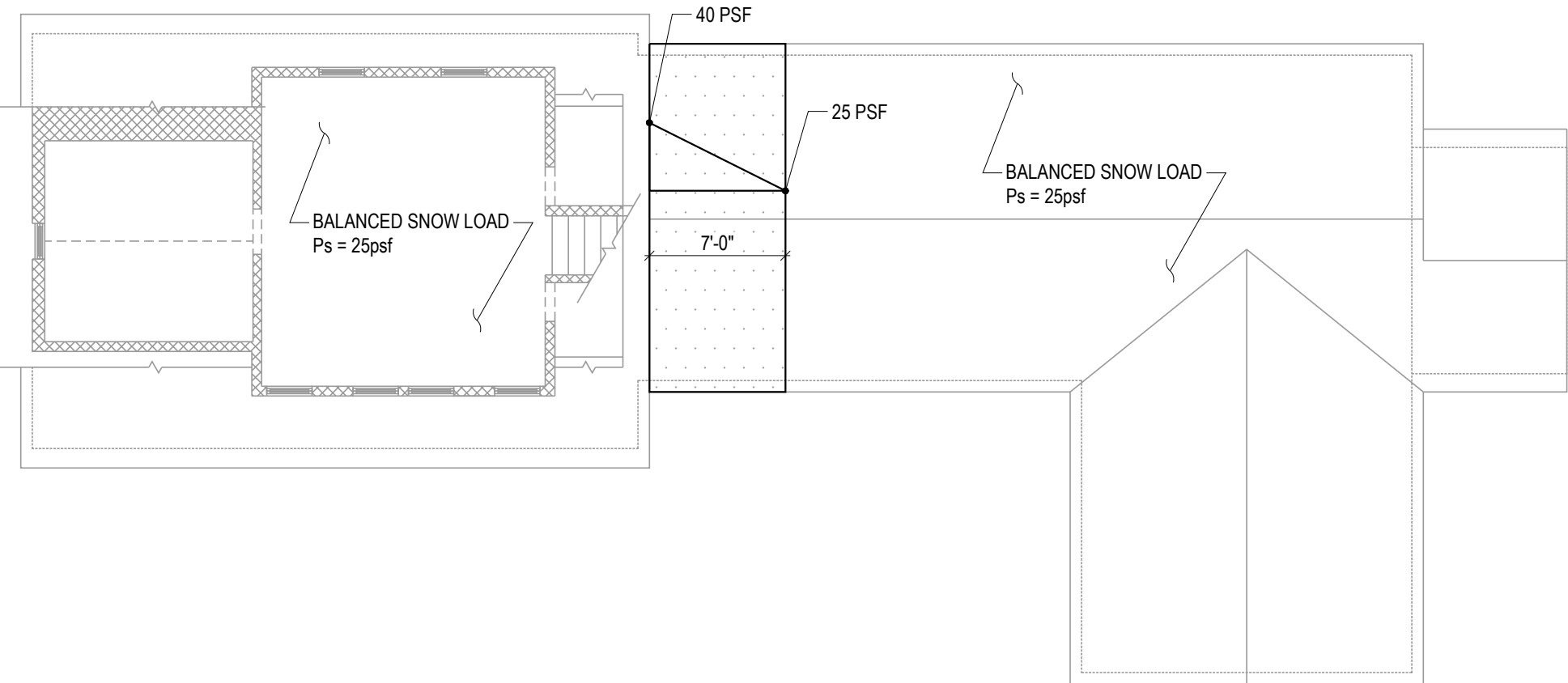
- ARCHITECT AND CONTRACTOR SHALL DETAIL AND CONSTRUCT BUILDING FINISHES TO ACCOMMODATE 1/4" TO 1/2" OF EXPECTED WOOD SHRINKAGE PER FLOOR OF WOOD CONSTRUCTION. LUMBER SHALL NOT BE STORED IN STANDING WATER AND INSTALLED LUMBER THAT HAS BEEN EXPOSED TO THE ELEMENTS SHALL BE DRIED SUFFICIENTLY BEFORE INTERIOR OR EXTERIOR FINISHES ARE APPLIED TO AVOID CRACKING/CRUSHING.
- FLOOR SHEATHING: 3/4" TONGUE AND GROOVE APA RATED WOOD FLOOR SHEATHING (PLYWOOD OR OSB). GLUE AND NAIL TO FLOOR FRAMING WITH 8d (2 1/2") COMMON OR BOX NAILS @ 6" O.C. ALONG PANEL EDGES AND 12" O.C. ALONG INTERMEDIATE MEMBERS.
- ROOF SHEATHING: 3/4" TONGUE AND GROOVE APA RATED WOOD SHEATHING (PLYWOOD OR OSB). ATTACH SHEATHING TO ROOF FRAMING MEMBERS WITH 8d (2 1/2") COMMON OR BOX NAILS @ 6" O.C. ALONG PANEL EDGES 12" O.C. ALONG INTERMEDIATE MEMBERS. DISTANCE OF NAILS FROM EDGE OF SHEATHING SHALL BE 3/4". STAGGER ALL SHEATHING JOINTS.
- EXTERIOR WALL SHEATHING: 1/2" OSB SHEATHING OR FIBERGLASS GYP. ATTACH DIRECTLY TO EXTERIOR FACE OF STUD WALL WITH 8d (2 1/2") COMMON OR BOX NAILS @ 6" O.C. ALONG PANEL EDGES AND 12" O.C. ALONG INTERMEDIATE MEMBERS.
- INTERIOR WALL SHEATHING: PROVIDE A MINIMUM OF (1) LAYER OF 5/8" GYPSUM BOARD ATTACHED TO WALL STUDS WITH #6 x 1 1/2" TYPE "S" OR "W" DRYWALL SCREWS @ 7" OC ALONG PANEL EDGES AND INTERMEDIATE MEMBERS.
- ALL CONNECTIONS SHALL COMPLY WITH IBC 2015/2018 TABLE 2304.10.1 FASTENING SCHEDULE, SEE SHEET S0.00. DETAILS IN DRAWINGS WITH MORE EXTENSIVE CONNECTIONS SHALL GOVERN OVER THOSE SHOWN IN TABLE.
- PROVIDE CROSS BRIDGING BETWEEN FLOOR JOISTS PER 2005 NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION 4.4.1
- FOR ALL WOOD MEMBERS THAT FRAME INTO OTHER MEMBERS AND WHERE NOT SPECIFICALLY DETAILED OR SPECIFIED IN THE DRAWINGS, USE AN APPROPRIATE SIMPSON STRONG TIE HANGER SELECTED FOR ACTUAL END REACTION. CONTACT ENGINEER FOR END REACTION IF NECESSARY.

DESIGN DATA FOR ONE AND TWO FAMILY DWELLINGS

DESIGN CODE: 2015 INTERNATIONAL RESIDENTIAL CODE (IRC) w/ WINNETKA VILLAGE AMENDMENTS	
WIND LOAD INFORMATION: DESIGN WIND PRESSURE WIND SPEED	20 psf 90 MPH (SERVICE LOAD) / 115 MPH (ULTIMATE LOAD)
SNOW LOAD INFORMATION: GROUND SNOW LOAD (Pg) DESIGN ROOF SNOW LOAD (Ps)	30 psf 25 psf + DRIFT
SOIL LOAD INFORMATION: LATERAL EARTH PRESSURE: ACTIVE AT-REST PASSIVE ALLOWABLE NET SOIL BEARING PRESSURE	55 pcf 65 pcf 245 pcf Qa = 3000 psf
BASED ON GEOTECHNICAL REPORT FROM SOIL AND MATERIAL CONSULTANTS, INC. REPORT #25719, DATED APRIL 1, 2021.	
LIVE LOADS: FLOORS GARAGE FLOORS EXTERIOR BALCONIES, DECKS, PORCHES MECHANICAL	40 psf 50 psf 60 psf 100 psf

CONTRACTOR NOTES

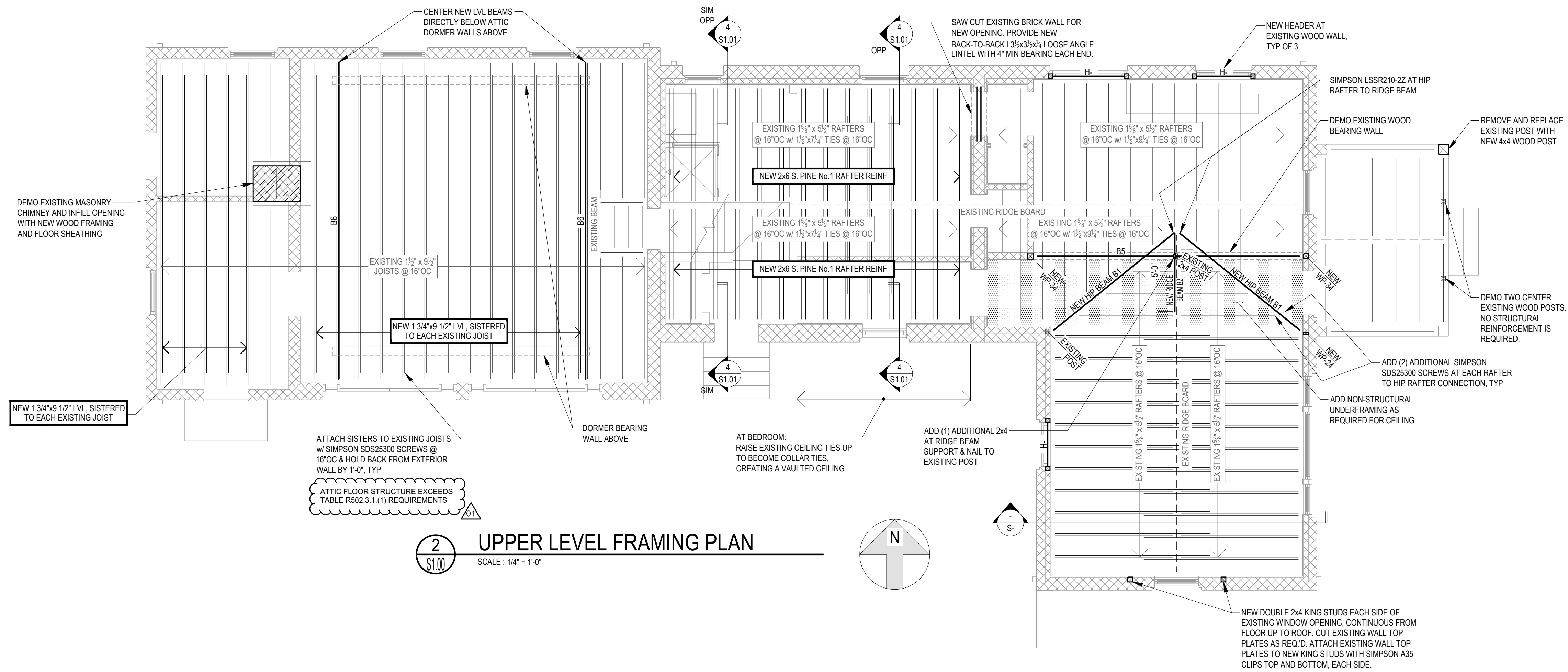
- PROVIDE ANY NECESSARY TEMPORARY BRACING OR GUYS TO PROVIDE LATERAL SUPPORT OF THE BUILDING UNTIL PERMANENT FRAME IS COMPLETELY INSTALLED.
- CONTRACTOR SHALL HIRE A SHORING ENGINEER & CONTRACTOR TO DESIGN AND PROVIDE ALL SHORING REQUIRED TO SUPPORT EXISTING CONSTRUCTION AND NEW CONSTRUCTION AS REQUIRED TO BUILD THIS PROJECT.
- SHORING/OR UNDERPINNING SHALL BE DESIGNED TO LIMIT HORIZONTAL AND VERTICAL MOVEMENT OF EXISTING CONSTRUCTION TO 1/4" MAXIMUM IN ANY DIRECTION.
- IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND CONSTRUCTION SEQUENCE IN ORDER TO ENSURE THE SAFETY OF THE BUILDING AND WORKMEN DURING CONSTRUCTION (MEANS & METHODS OF CONSTRUCTION). THIS INCLUDES, BUT IS NOT LIMITED TO: SHORING, UNDERPINNING, TEMPORARY BRACING, ETC.
- FIELD VERIFY ALL DIMENSIONS & EXISTING SIZES AND CONDITIONS SHOWN ON THESE CONSTRUCTION DOCUMENTS LOCATING EXISTING BUILDING ELEMENTS PRIOR TO PREPARING SHOP DRAWINGS & FABRICATING MATERIALS. GENERAL CONTRACTOR TO COORDINATE ANY CHANGES w/ ARCHITECT & ENGINEER.
- EXISTING FRAMING SHOWN ON THESE DRAWINGS IS BASED ON AVAILABLE DOCUMENTATION & FIELD OBSERVATION TO DATE. FIELD VERIFY ACTUAL DIMENSIONS/CONFIGURATIONS OF ALL STRUCTURAL MEMBERS AS NECESSARY FOR NEW CONSTRUCTION. IF SIZES DIFFER, NOTIFY ENGINEER PRIOR TO PROCEEDING WITH WORK. FIELD VERIFY ALL EXISTING MEMBER SIZES AND LOCATIONS AS REQUIRED TO PROPERLY INSTALL ALL NEW STRUCTURAL MEMBERS AS SHOWN. MODIFY AND RELOCATE ALL OTHER WORK (PLUMBING, ELECTRICAL, HVAC, ETC) AS REQUIRED TO INSTALL NEW STRUCTURAL MEMBERS AS SHOWN ON THESE DRAWINGS.
- ALL DIMENSIONS AND ELEVATIONS SHALL BE VERIFIED BY CONTRACTOR AND COORDINATED WITH ARCHITECT'S DRAWINGS. INFORM ARCHITECT OF ANY DISCREPANCIES
- SEE ARCHITECT'S DRAWINGS FOR FLOOR PITCHES, DEPRESSIONS, ETC
- IN THE CASE OF DISCREPANCIES OR CONFLICTS IN THE DRAWINGS, CONTRACTOR SHALL ASSUME THE MORE COSTLY DESIGN DURING BIDDING AND SHALL REQUEST CLARIFICATION PRIOR TO CONSTRUCTION. COORDINATE CHANGES WITH ARCHITECT AND ENGINEER.



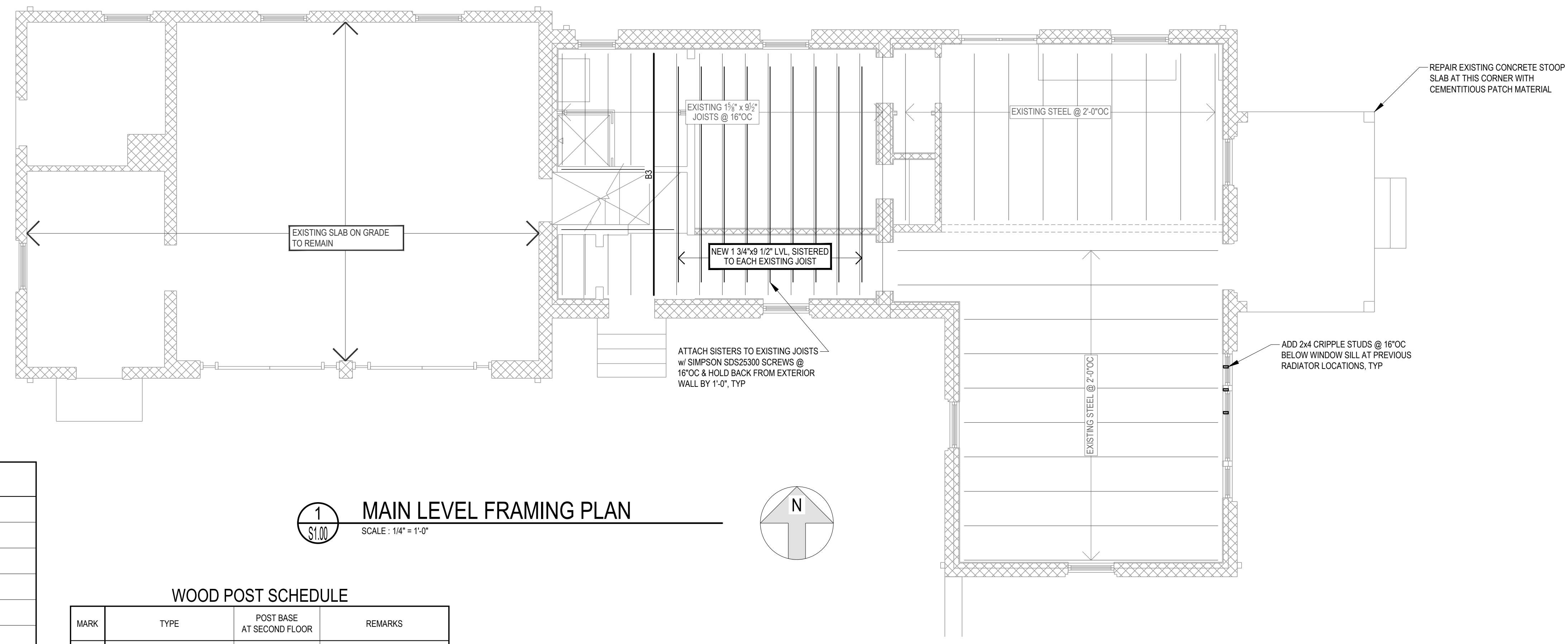
1
S0.00

SNOW DRIFT PLAN

SCALE : NTS



2 UPPER LEVEL FRAMING PLAN
SCALE : 1/4" = 1'-0"



1 MAIN LEVEL FRAMING PLAN
SCALE : 1/4" = 1'-0"

WOOD BEAM SCHEDULE

MARK	TYPE	END POST, UNO	REMARKS
B1	(1) 1 1/2" x 9 1/2" LVL	SEE PLAN	
B2	(1) 1 1/2" x 11 1/8" LVL	SEE PLAN	
B3	(2) 1 1/2" x 9 1/2" LVL	SEE PLAN	
B4	(2) 1 1/2" x 11 1/8" LVL	SEE PLAN	
B5	(2) 1 1/2" x 14" LVL		
B6	(3) 1 1/2" x 16" LVL		

- GENERAL NOTES:
- LOCATE BEAMS BELOW WOOD POSTS OR SHOULDER STUDS FROM FLOOR ABOVE.
 - BEAMS ARE IN ADDITION TO REGULARLY SPACED JOISTS.
 - CARRY END POSTS DOWN TO CONCRETE STRUCTURE AT FIRST FLOOR.

WOOD POST SCHEDULE

MARK	TYPE	POST BASE AT SECOND FLOOR	REMARKS
WP-24	(2) 2x4 SPF No. 1/ No. 2		
WP-34	(3) 2x4 SPF No. 1/ No. 2		

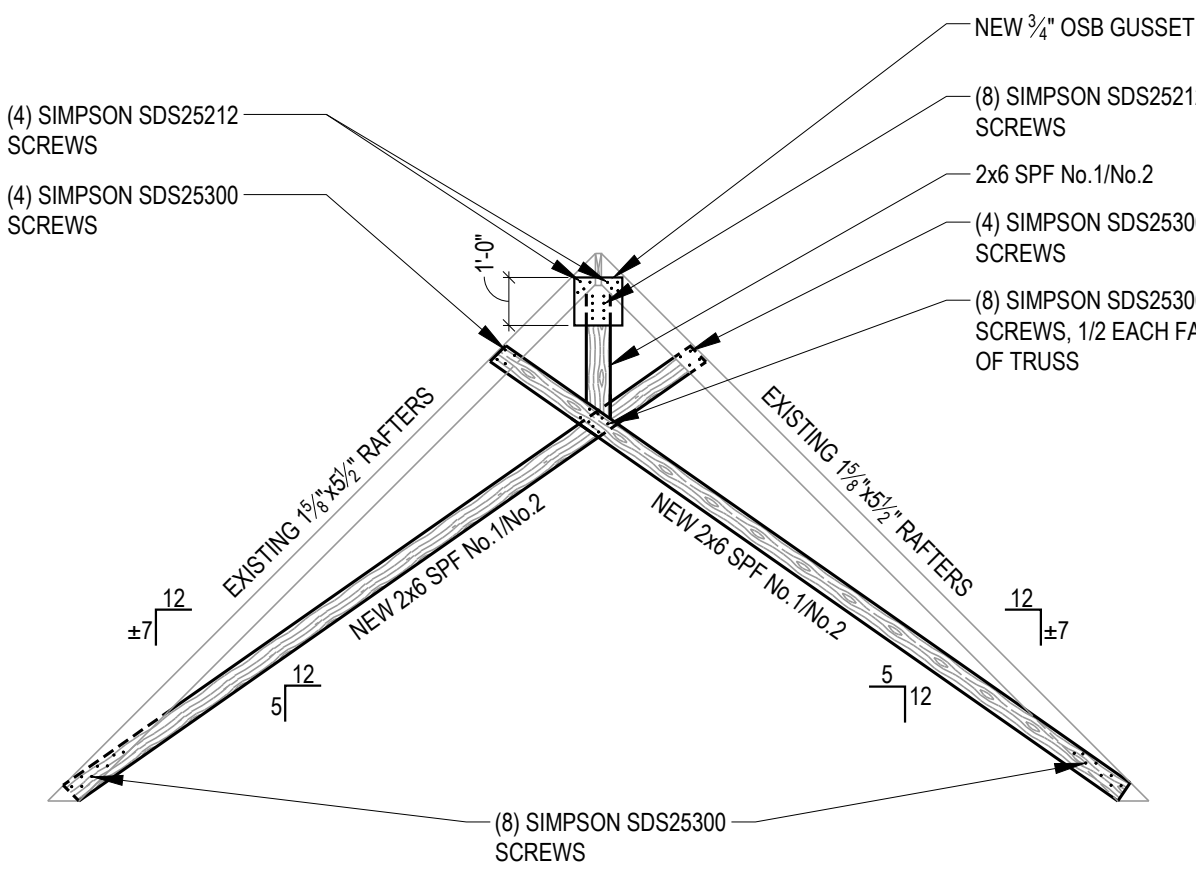
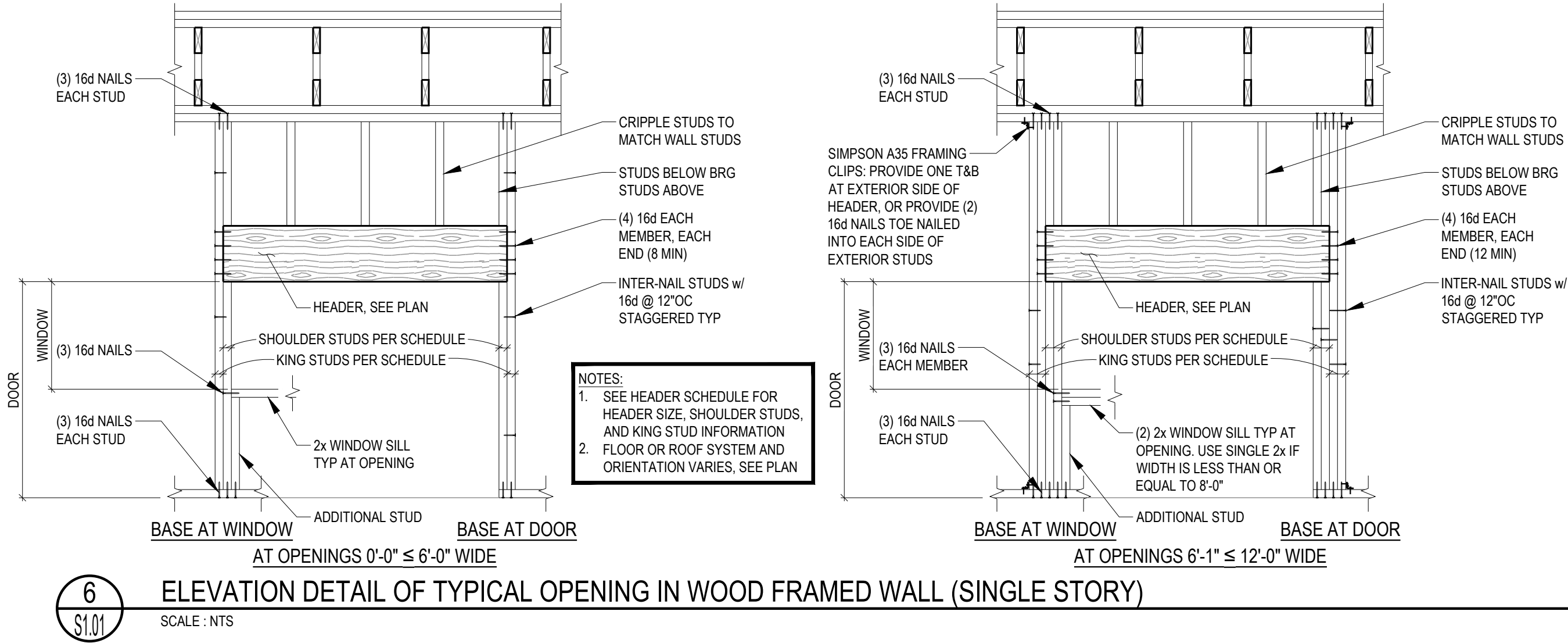
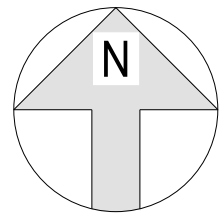
- GENERAL NOTES:
- CARRY ALL NEW POSTS DOWN TO FOUNDATION.

HEADER SCHEDULE				
MARK	TYPE	SHOULDER STUDS UNO		REMARKS
		MAIN	UPPER	
H1	(2) 2x6 SPF No.1/No.2	1	1	
H2	(2) 2x12 SPF No.1/No.2	2	2	
GENERAL NOTES: 1. SEE DETAIL 6/S1.01 FOR TYPICAL HEADER FRAMING INFORMATION. 2. PROVIDE FULL HEIGHT SPF NO.1/NO.2 KING STUDS ADJACENT TO EACH HEADER LOCATION. 3. AT CONTRACTOR'S OPTION, LARGER MEMBERS w/ EQUAL OR BETTER DESIGN PROPERTIES MAY BE SUBSTITUTED FOR SIZES LISTED ABOVE PROVIDED IT DOES NOT CHANGE THE STRUCTURAL OR ARCHITECTURAL DESIGN INTENT. 4. AT NON-TREATED, EXPOSED, EXTERIOR HEADERS, BOX OUT HEADERS AS SHOWN ON ARCH DWGS TO WEATHER PROOF. 5. SHOULDER STUDS TO BE OF SAME SPECIES AND GRADE AS BRG. WALLS UNLESS NOTED OTHERWISE. REFER TO SCHEDULE. 6. WHERE HEADER PLIES ARE LESS THAN THE CORRESPONDING WALL WIDTH, THE HEADER SHALL BE MODIFIED ACCORDING TO DETAIL 2/S1.01. 7. SEE DETAIL 1/S1.01 FOR PLY CONNECTION ASSEMBLIES.				

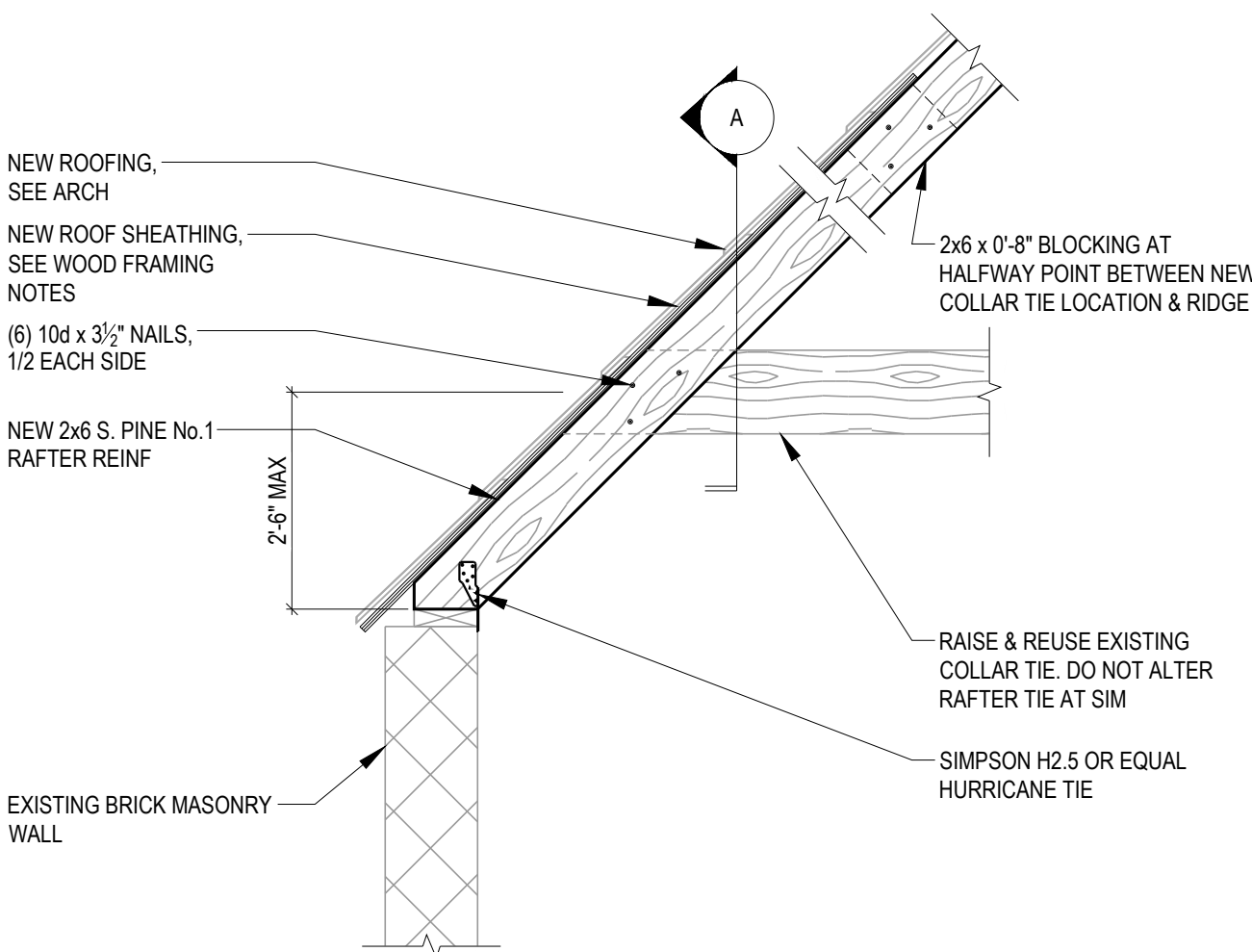
WOOD BEAM SCHEDULE			
MARK	TYPE	END POST, UNO	REMARKS
B1	(1) 1½" x 9½" LVL	SEE PLAN	
B2	(1) 1½" x 11½" LVL	SEE PLAN	
B3	(2) 1½" x 9½" LVL	SEE PLAN	
B4	(2) 1½" x 11½" LVL	SEE PLAN	
B5	(2) 1½" x 14" LVL	SEE PLAN	
B6	(3) 1½" x 16" LVL	SEE PLAN	
GENERAL NOTES: 1. LOCATE BEAMS BELOW WOOD POSTS OR SHOULDER STUDS FROM FLOOR ABOVE. 2. BEAMS ARE IN ADDITION TO REGULARLY SPACED JOISTS. 3. CARRY END POSTS DOWN TO CONCRETE STRUCTURE AT FIRST FLOOR.			

WOOD POST SCHEDULE			
MARK	TYPE	POST BASE	REMARKS
WP-24	(2) 2x4 SPF No.1/No. 2	NONE	
WP-34	(3) 2x4 SPF No.1/No. 2	NONE	
GENERAL NOTES: 1. CARRY ALL NEW POSTS DOWN TO FOUNDATION.			

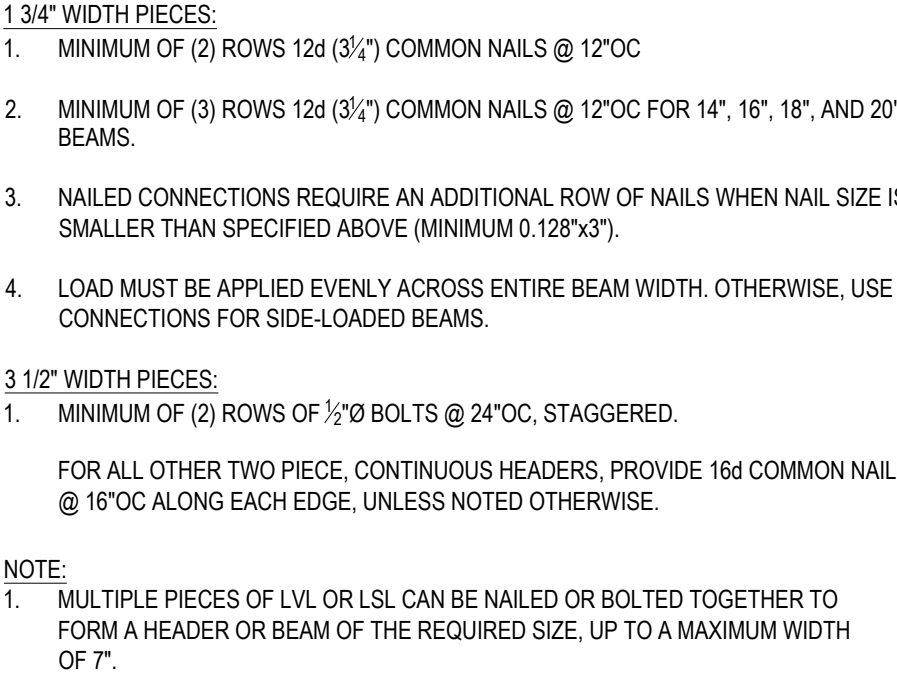
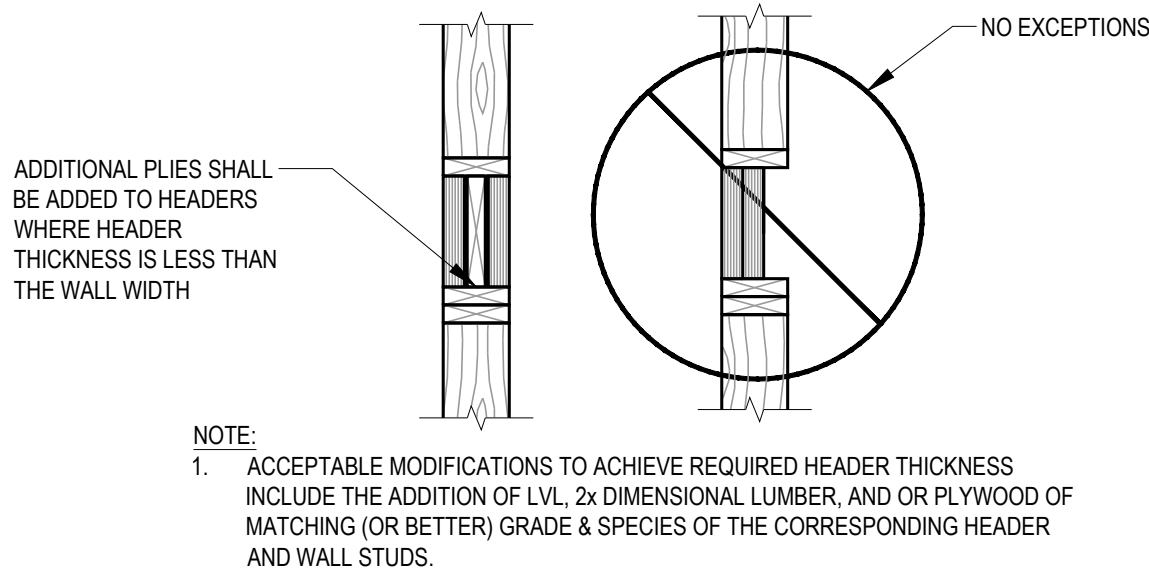
1
S1.01
ROOF FRAMING PLAN
SCALE : 1/4" = 1'-0"



5
S1.01
TRUSS ELEVATION
SCALE : NTS



4
S1.01
SECTION AT RAFTER REINFORCEMENT
SCALE : NTS



2
S1.01
MULTIPLE-MEMBER CONNECTIONS FOR TOP-LOADED BEAMS
SCALE : NTS



MDJ

WINNETKA RESIDENCE
COACH HOUSE RENOVATION
644 Pine Lane, Winnetka, Illinois 60093
WAIDE WEISSMANN ARCHITECTURE, INC. © 2022 / P: 414-351-1200 F: 414-3528395

2022.05.16
ISSUE:
PERMIT SET

ROOF FRAMING PLAN

S1.01

**WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MEETING MINUTES
SEPTEMBER 12, 2022**

Zoning Board Members Present:

Matt Bradley, Chairman
Kate Casale MacNally
Lynn Hanley
Mike Nielsen
Todd Vender
Max Weigandt

Zoning Board Members Absent:

None

Village Staff:

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

New Cases:

a. **Case No. 22-19-V2 - 644 Pine Lane:** An application submitted by Doug Minahan seeking approval of a zoning variation to allow alterations to the existing coach house at 644 Pine Lane. The requested variation would permit garage space at 644 Pine Lane to exceed the maximum permitted garage capacity of four vehicles in the R-2 Single Family Residential District. The Village Council has final jurisdiction on this request.

Ms. Klaassen stated the requested variation is necessary in order to maintain the existing garage space in the coach house noting there is a new home currently under construction. She identified the property's location, zoning classification and photos. Ms. Klaassen also stated approved plans for the new house being constructed on the property included replacing the garage parking spaces with property maintenance storage space. She then referred to the existing site plan, proposed plans that include replacing the garage doors on the carriage house with 6'-wide non-motorized carriage doors on its front elevation.

Ms. Klaassen noted the Zoning Ordinance has a four vehicle capacity in terms of garage space, which applied to all single family residential districts. She referred to the draft motion on page nos. 10 and 11 and asked if there were any questions.

Ms. Casale MacNally asked if the variation is granted and the motorized doors are allowed to remain, is there anything which would prevent the applicant from parking vehicles in that space. Ms. Klaassen responded the proposed door width prevented vehicular access. Ms. Hanley then asked what would prevent the next owner from replacing the 6-foot doors with doors wide enough to allow vehicular access and Ms. Klaassen responded a permit would be required which would require a zoning review. She also stated zoning limited vehicle capacity in order to keep the structure as an accessory use. Ms. Klaassen indicated there may not have been anything in particular which drove the ordinance adoption. Ms. Hanley asked what is the zoning requirement which allowed carriage homes. Ms. Klaassen responded the coach house was built in the 1920's; however, the Zoning Ordinance does not allow new accessory dwelling units to be built today.

1 Ms. Casale MacNally asked if the two current doors were kept motorized with the current width, the four
2 parking spaces in the main home would not have been approved, and Ms. Klaassen confirmed that is
3 correct. A Board Member questioned the rationale behind changing the doors. Ms. Klaassen explained
4 the reasoning behind the applicant's door replacement request. Ms. Hanley asked if the variation is
5 allowed, the applicant would be able to park six vehicles and Ms. Klaassen confirmed that is correct. Mr.
6 Schoon further explained the reasoning behind the code limitation which is to limit the number of vehicles
7 within a structure on a lot. Chairman Bradley asked if there is any precedent, and Ms. Klaassen responded
8 that in the last 20 years she cannot recall such a request. No additional questions were raised at this time.
9

10 Chairman Bradley swore in those speaking at this time. Doug Minahan stated the property initially had six
11 garage spaces before the building permit was issued. Ms. Klaassen clarified that the approved building
12 permit for the new home included the alteration to the existing coach house to eliminate the garage in
13 the coach house so that the four spaces in the new home were permitted. Mr. Minahan stated the intent
14 is not to have six garage spaces. Since the building is currently there, the intent is for it to be used for a
15 golf cart and lawn equipment, and the design would have a courtyard effect. He informed the Board he
16 did not plans to have six vehicles and the unique circumstances standard related to the structure currently
17 being there. Mr. Minahan stated since it is a private road, the structure would not be visible from the
18 street noting a neighbor is in support of the request. He further addressed how the remaining standards
19 would not be affected. Ms. Hanley asked how many garage spaces the previous home had, and Mr.
20 Minahan responded the house itself had none; the carriage house had two.
21

22 Chairman Bradley stated when the initial plans were approved for the new house, the coach house was
23 to remain and the garage door change allowed the building permit to be approved. He asked Mr. Minahan
24 if there is a way to design the courtyard symmetry with motorized doors. Mr. Minahan responded the
25 doors can be non-motorized and explained the architect's plans to the Board. He added he would also like
26 for the doors on the carriage house to match the garage doors on the house. He identified the new side
27 lights to be installed on either side of the doors which did not have to be motorized. Mr. Minahan
28 reiterated it is not his intent to park vehicles in the coach house. Ms. Casale MacNally reiterated Ms.
29 Hanley's concern relating to a future owners' ability to park vehicles inside. Chairman Bradley stated his
30 concern related to precedent setting and suggested the applicant and their architect consider a different
31 alternative. No additional questions were raised at this time.
32

33 Chairman Bradley asked if there were any comments from the audience. No comments were made at this
34 time. He then called the matter in for discussion and identified the standards which could not be met
35 noting the unique circumstances standard has not been met. Chairman Bradley suggested the applicant
36 either be allowed to go forward with a vote or hold the matter to a future meeting until the application
37 has been modified. He stated he would vote against the request as currently presented.
38

39 Mr. Nielsen stated another reason for limiting the number of garage spaces is to prevent the building from
40 being dominated by garage doors and the carriage house façade as approved as part of the building permit
41 already looks like there are garage doors there. Mr. Vender stated the precedent issue did not matter to
42 him as much since the applicant's concern related to appearance. He also referred to other homes with
43 numerous vehicles on properties. Chairman Bradley then referred to the initial property's approval. Mr.
44 Vender referred to the scope of the property and that the home is going to remain there. He also stated
45 with regard to precedent, he referred to the specifics of this requires being taken into account. Mr.
46 Weigandt and Mr. Vender then stated they would be in favor of the request. Ms. Hanley agreed the first
47 standard cannot be met and commented making two garage doors not look like garage doors is silly. She
48 then stated the ordinance would still limit the number of garage spaces to four. Chairman Bradley noted

1 six foot doors were initially approved. Ms. Hanley then stated the plight of the owner is due to his own
2 making.

3
4 Ms. Casale MacNally referred to page 14 and the language relating to the variance approval language and
5 that the modification proposal would not have otherwise been approved if these doors were proposed at
6 8 feet. She then stated while taking the applicant at his word, it appeared as though the system is being
7 gamed. Ms. Casale MacNally agreed with Chairman Bradley's comments and stated she would vote
8 against the request.

9
10 Chairman Bradley asked for a motion to recommend approval as noted on page 7. A motion was made by
11 Ms. Hanley and seconded by Mr. Weigandt seconded the motion. A vote was taken and the motion
12 passed, 4 to 2:

13 AYES: Hanley, Nielsen, Vender, Weigandt

14 NAYS: Bradley, Casale MacNally

15
16 Mr. Minahan responded to the Board member's comment regarding gaming the system, and he stated
17 that was not his intent.

18 ***
19



Agenda Item Executive Summary

TITLE: Ordinance No. M-13-2022: 1122 Gage - Variations (Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: October 6, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

On October 6, 2022, the Village Council is scheduled to consider Ordinance M-13-2022 in response to an application submitted by Iretta Brennan (the "Applicant") as the owner of the property located at 1122 Gage Street (the "Subject Property"). (**Attachment 1**) The Applicant requests approval of the following zoning variations to allow construction of an addition to the existing residence on the Subject Property:

1. Front Yard Setback of 13.81 feet from Gage Street, whereas a minimum of 30 feet is required, a variation of 16.19 feet (53.97%) (Note: The existing residence currently provides a front yard setback of 29.98 feet); and
2. Rear Yard Setback of 5.21 feet from the south property line, whereas a minimum of 13.57 feet is required, a variation of 8.36 feet (61.61%) (Note: The existing residence currently provides a rear yard setback of 5.21 feet).

The variations are being requested in order to construct a one-story addition on the west side of the existing residence. The existing one-car attached garage would be converted to a family room and a mudroom and attached two-car garage would be added. The proposed addition would be located in the required front and rear yards.

ADVISORY BOARD/COMMISSION REVIEW

The Zoning Board of Appeals (ZBA) considered the request on September 12, 2022. **Attachment 2** includes the staff report to the ZBA, which summarizes the request, and draft minutes of the ZBA meeting. After hearing from the Applicant, and no members of the public, the ZBA discussed the request. Three members voiced concern about the size of the proposed addition as it related to the extent of encroachment into the front yard. The Board asked the Applicant to consider reducing the size of the proposed addition in order to mitigate the requested relief. The Applicant agreed to reduce the depth of the proposed garage addition. Ultimately, by a vote of 6-0, the Board recommended approval of the request with the condition that the depth of the garage be reduced from 22 feet to 20 feet, which would increase the front yard setback from Gage Street.

In response to the ZBA's conditional recommendation of approval, the Applicant has provided a revised site plan and a revised first floor plan representing that the depth of the proposed garage is now 20 feet, rather than 22 feet, and as a result the front yard setback is increased from 11.8 feet, as originally proposed, to 13.81 feet. The extent of relief being requested was decreased from 60.67% to 53.96%. The revised site plan and revised first floor plan can be found in **Attachment 3**. An amended zoning matrix highlighting the existing lot and the proposed improvement's compliance with the R-5 zoning district is provided in **Attachment 4**.

During the ZBA meeting on September 12, the Applicant's architect provided an exhibit for the Board's consideration illustrating the number of one- and two-car garages in the immediate neighborhood of the Subject Property. The illustration can be found in **Attachment 5**.

RECOMMENDATION:

Given the ZBA unanimously recommended approval of the request with a condition that the Applicant has agreed to and submitted revised plans to reflect the ZBA's condition for recommendation, the Council may wish to (a) consider waiting introduction of Ordinance M-13-2022 and consider adoption of the Ordinance, OR (b) consider only Introduction of Ordinance M-13-2022.

ATTACHMENTS:

1. Ordinance M-13-2022, An Ordinance Granting Variations from the Winnetka Zoning Ordinance to Allow Construction of an Addition (1122 Gage Street)
2. September 8, 2022, ZBA Staff Report and Attachments, and Draft September 12, 2022, ZBA Meeting Minutes
3. Revised Site and First Floor Plans Provided by the Applicant
4. Updated Zoning Matrix to Reflect Revised Site and First Floor Plans (1122 Gage Street)
5. Exhibit Provided by Applicant's Architect Illustrating One- and Two-Car Garages in Neighborhood

ATTACHMENT 1

ORDINANCE NO. M-13-2022

AN ORDINANCE GRANTING VARIATIONS FROM THE WINNETKA ZONING ORDINANCE TO ALLOW THE CONSTRUCTION OF AN ADDITION WITHIN THE R-5 SINGLE FAMILY RESIDENTIAL DISTRICT (1122 Gage Street)

WHEREAS, Iretta D. Brennan, as Trustee of the Iretta D. Brennan Revocable Trust dated January 9, 2018 ("***Applicant***") is the record title owner of the parcel of real property commonly known as 1122 Gage Street in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("***Subject Property***"); and

WHEREAS, the Subject Property is approximately 0.2 acres in area and located within the R-5 Single Family Residential District of the Village ("***R-5 District***") and is improved with a single-family residence with an attached garage (collectively, the "***Residence***"); and

WHEREAS, the Applicant desires to construct a single-story addition to the Residence which will consist of a two-car garage and a mudroom ("***Proposed Addition***"); and

WHEREAS, pursuant to Section 17.30.050 of the Winnetka Zoning Ordinance ("***Zoning Ordinance***"), the minimum front yard setback for the Subject Property is 30 feet; and

WHEREAS, pursuant to Section 17.30.070 of the Zoning Ordinance, the minimum rear yard setback for the Subject Property is 13.57 feet; and

WHEREAS, in order to construct the Proposed Addition on the Subject Property, the Applicant filed an application for variations from: (i) Section 17.30.050 to allow a front yard setback of 11.8 feet from Gage Street ("***Proposed Front Yard Setback***"); and (ii) Section 17.30.070 to allow a rear yard setback of 5.21 feet from the south property line (collectively, the "***Variations***"); and

WHEREAS, on September 12, 2022, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the Variations and, by a vote of six members in favor and none opposed, recommended that the Council of the Village of Winnetka ("***Village Council***") approve the Variations, on the condition that the Proposed Front Yard Setback be increased from 11.8 feet to 13.81 feet; and

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

WHEREAS, the Village Council has determined that approval of the Variations for the Subject Property within the R-5 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variations from Sections 17.30.050 and 17.30.070 of the Zoning Ordinance to allow the construction of the Proposed Addition on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. **Front Yard Setback.** The Applicant must provide a front yard setback of 13.81 feet from Gage Street.
- B. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Addition 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 Addition 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, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- E. **Compliance with Plans.** The development, use, and maintenance of the Proposed Addition on the Subject Property must be in strict accordance with the plans prepared by Hackley & Associates Architects, copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Clerk Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Section 2 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting Variations.

SECTION 7: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8: EFFECTIVE DATE.

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

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

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 8.A.3 of this Ordinance

within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 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

LOTS 1, 2 AND 3 (EXCEPT THE WEST 9 FEET) TAKEN AS A SINGLE TRACT, EXCEPTING THEREFROM THE EAST 77 FEET, IN BLOCK 7 IN JARED GAGE'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER, ALSO PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, ALSO PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

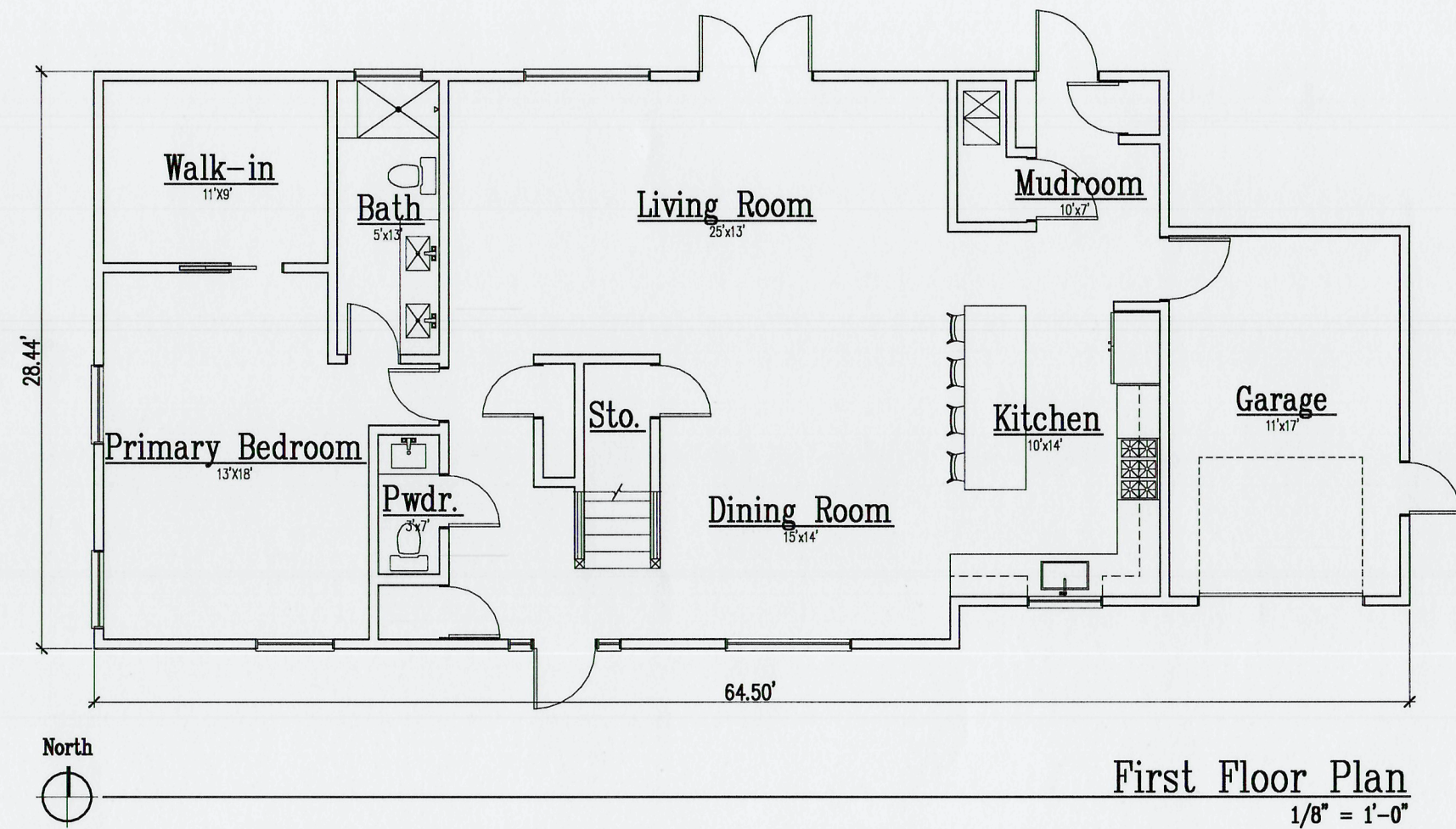
Commonly known as 1122 Gage Street, Winnetka, Illinois.

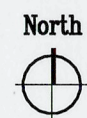
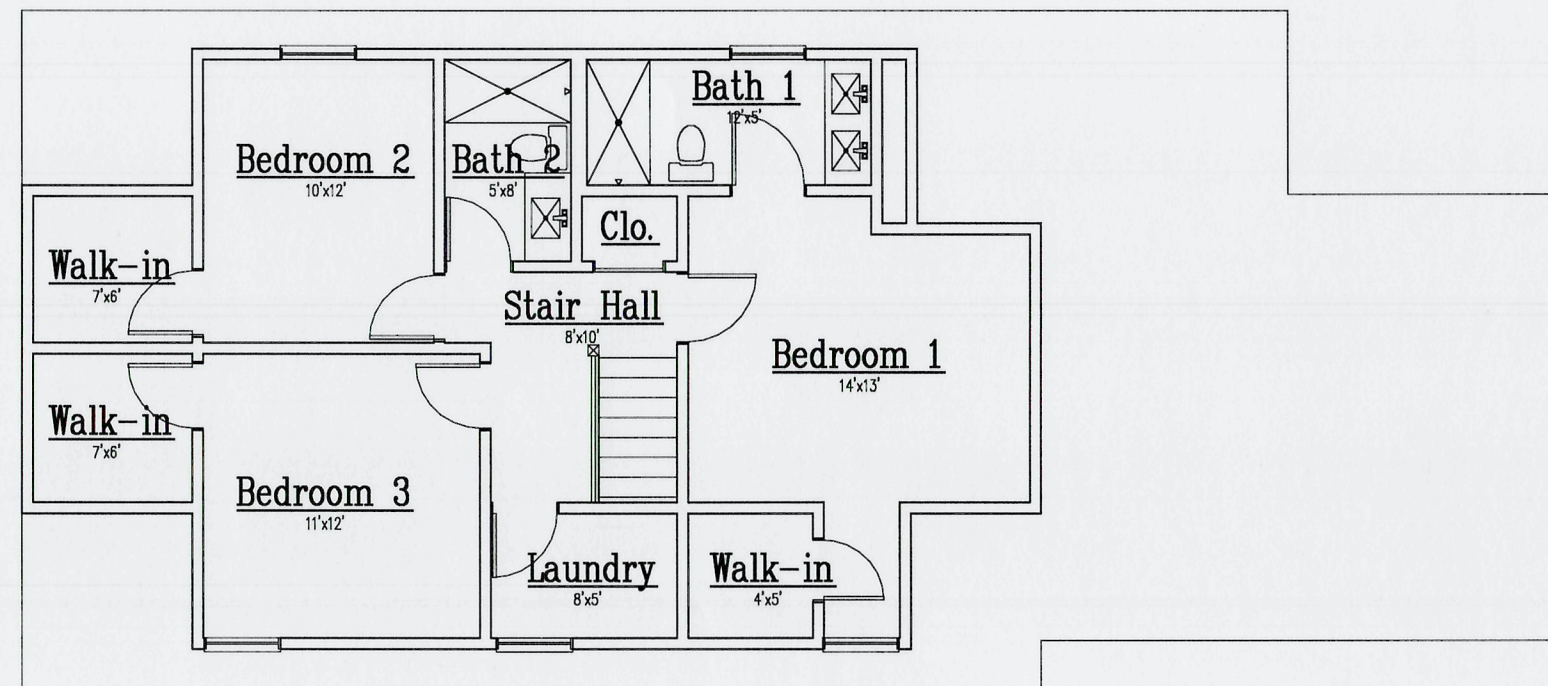
PIN: 05-17-121-013-0000

EXHIBIT B

PLANS

(SEE ATTACHED EXHIBIT B)



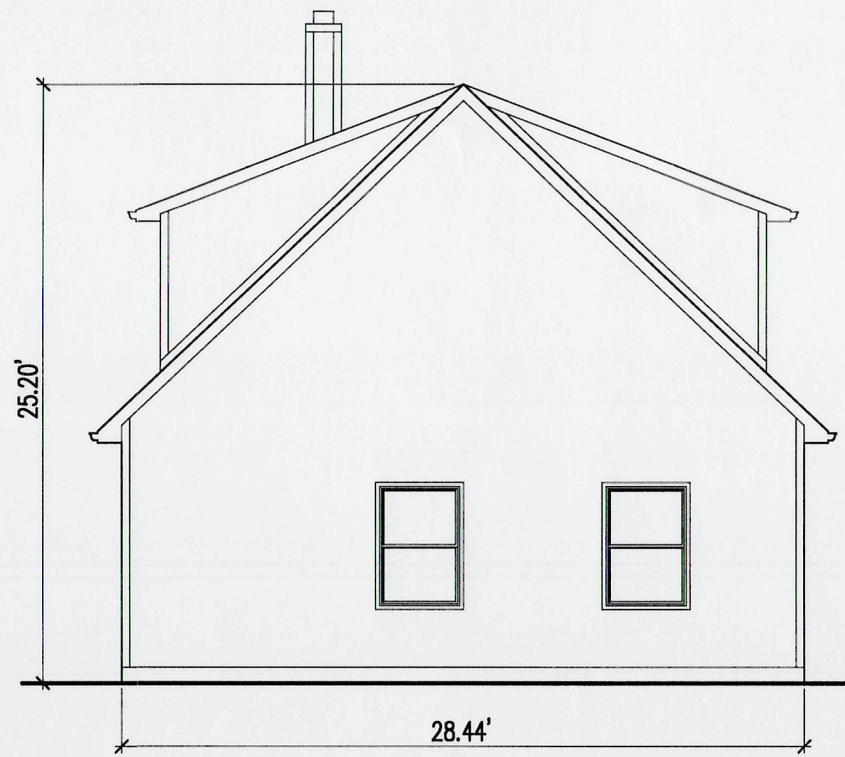


Second Floor Plan
1/8" = 1'-0"

Existing

1122 GAGE STREET
WINNETKA, ILLINOIS 60093

HACKLEY & ASSOCIATES ARCHITECTS
440 GREEN BAY ROAD - KENILWORTH, ILLINOIS
PH 847-853-8258 847-853-8351 FX



West Elevation
1/8" = 1'-0"



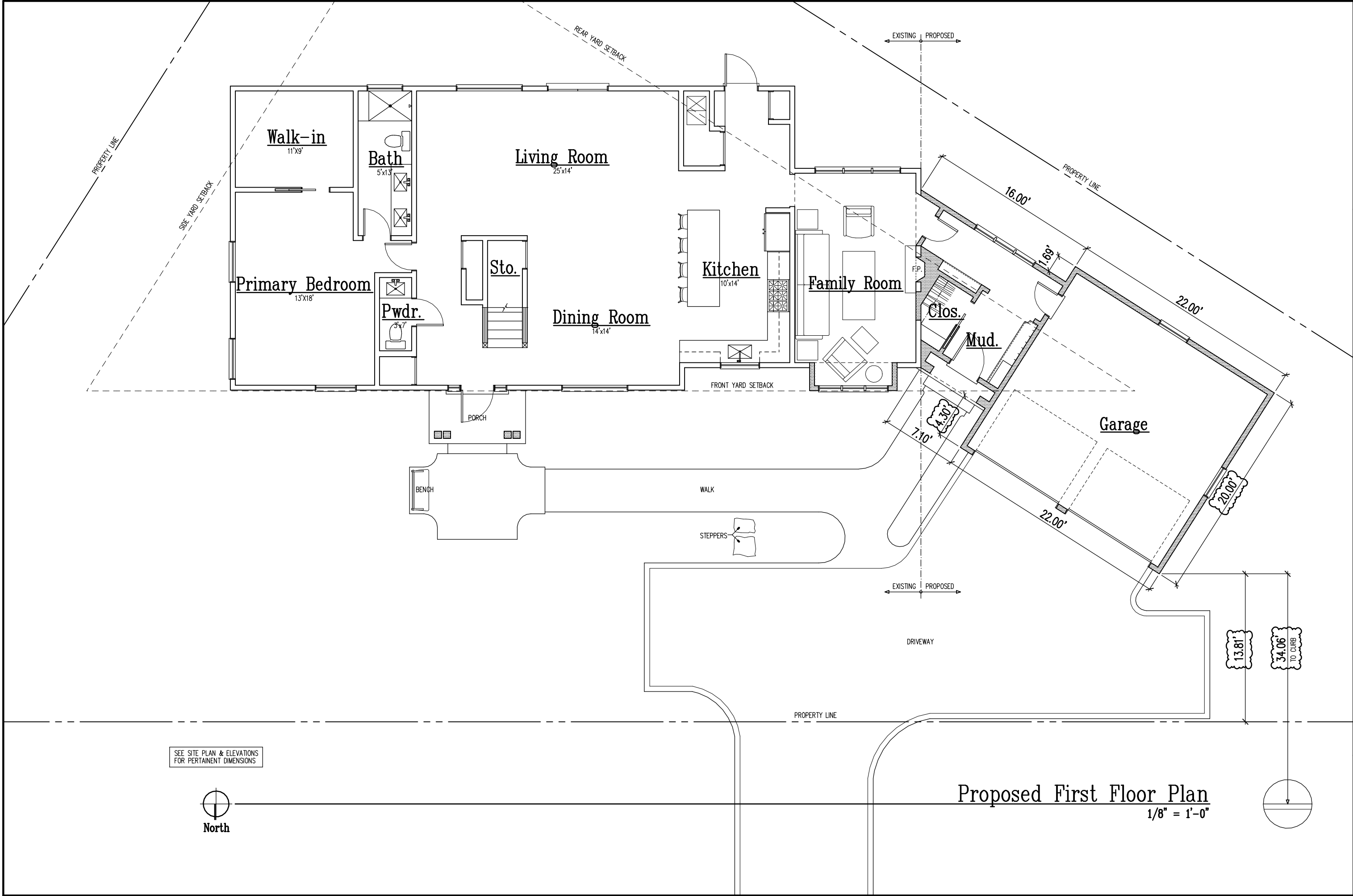
East Elevation
1/8" = 1'-0"

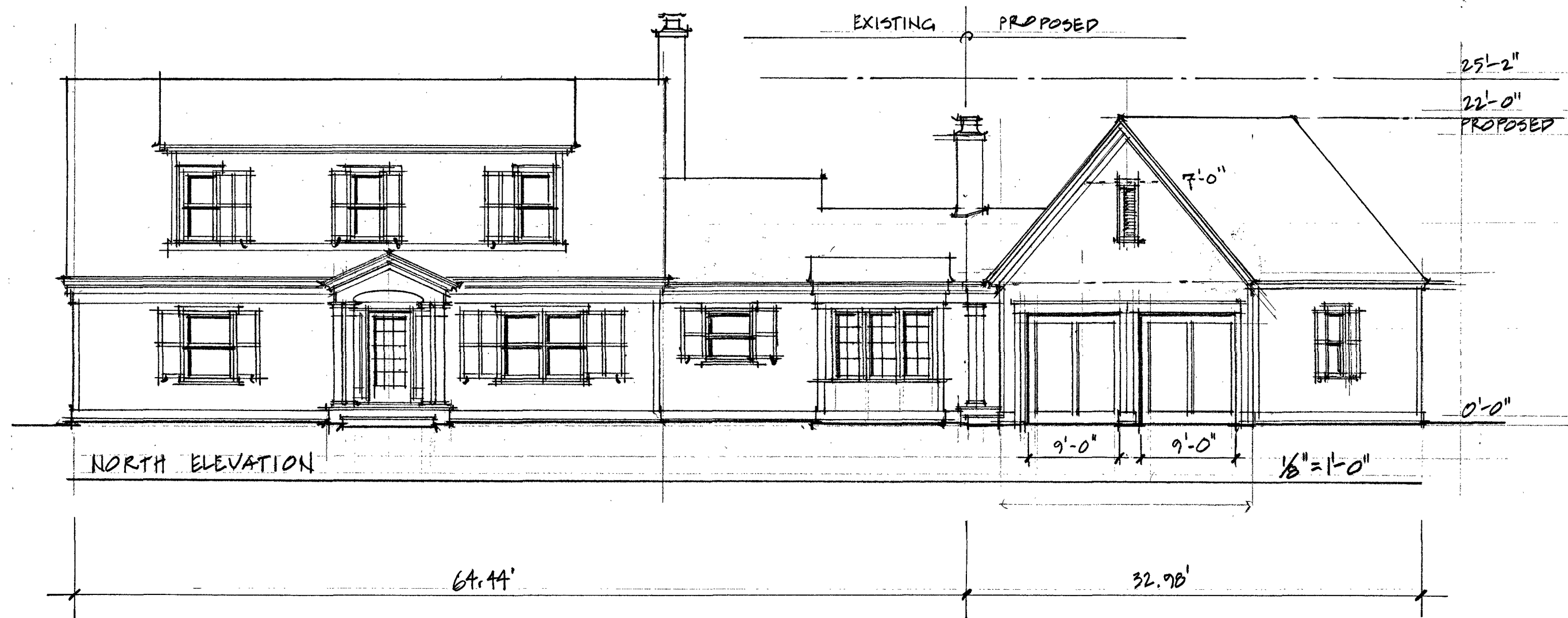


South Elevation
1/8" = 1'-0"



North Elevation
1/8" = 1'-0"







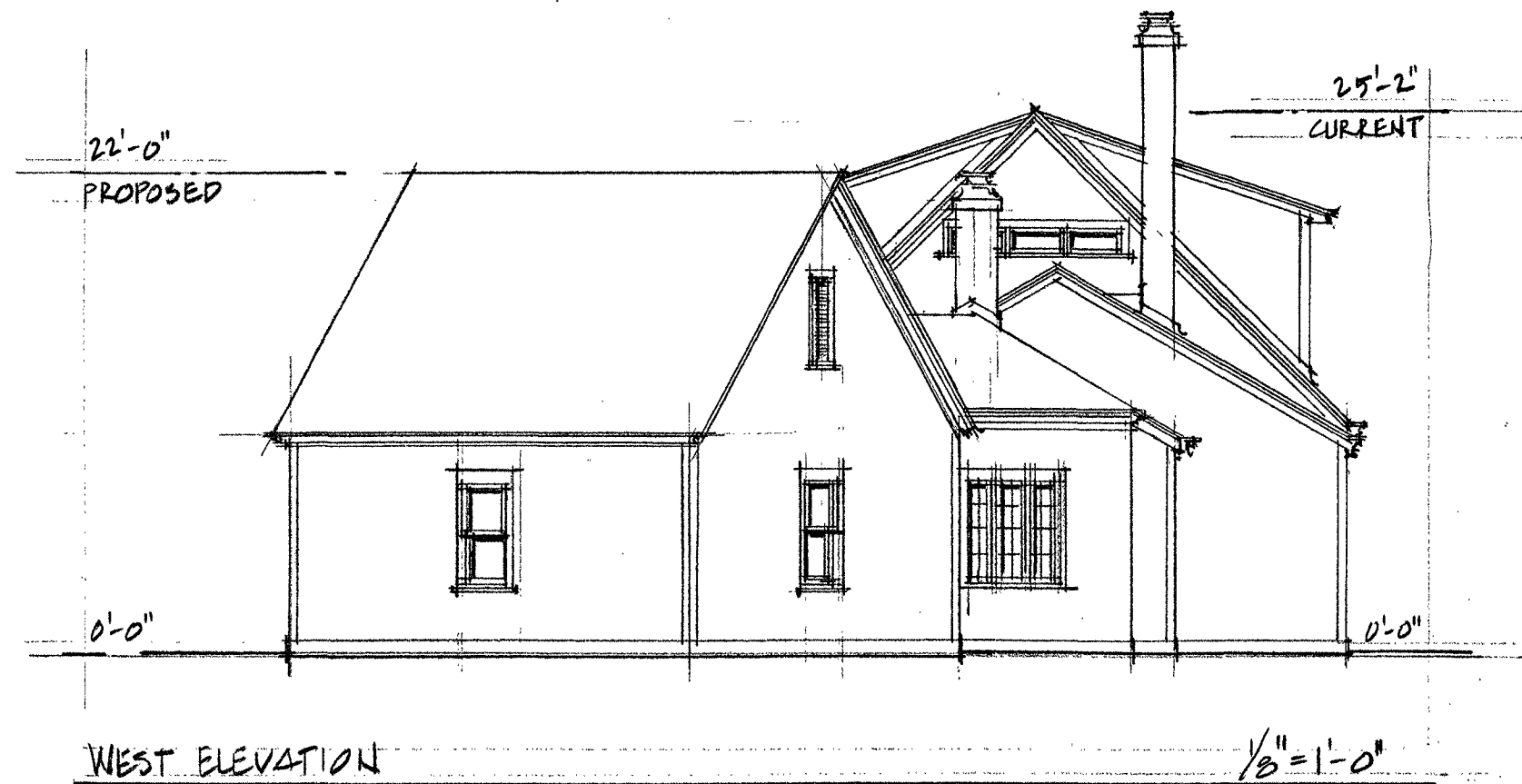


EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Iretta D. Brennan, as Trustee of the Iretta D. Brennan Revocable Trust dated January 9, 2018 ("*Applicant*") is the record title owner of the parcel of real property commonly known as 1122 Gage Street in Winnetka, Illinois ("*Subject Property*"); and

WHEREAS, the Subject Property is approximately 0.2 acres in area and located within the R-5 Single Family Residential District of the Village ("*R-5 District*") and is improved with a single-family residence with an attached garage (collectively, the "*Residence*"); and

WHEREAS, the Applicant desires to construct a single-story addition to the Residence which will consist of a two-car garage and a mudroom ("*Proposed Addition*"); and

WHEREAS, in order to construct the Proposed Addition on the Subject Property, the Applicant filed an application for variations from: (i) Section 17.30.050 to allow a front yard setback of 11.8 feet from Gage Street ("*Proposed Front Yard Setback*"); and (ii) Section 17.30.070 to allow a rear yard setback of 5.21 feet from the south property line (collectively, the "*Variations*"); and

WHEREAS, Ordinance No. M-13-2022, adopted by the Village Council on _____, 2022 ("*Ordinance*"), grants the Variations, in-part, on the condition that the Proposed Front Yard Setback be increased to 13.81 feet; and

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

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

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

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

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

Dated: _____, 2022

ATTEST:

**IRETTA D. BRENNAN, AS TRUSTEE OF THE
IRETTA D. BRENNAN REVOCABLE TRUST
DATED JANUARY 9, 2018**

By: _____

By: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: SEPTEMBER 8, 2022
SUBJECT: 1122 GAGE STREET – VARIATIONS (CASE NO. 22-22-V2)

INTRODUCTION

On September 12, 2022, the Zoning Board of Appeals is scheduled to hold a public hearing on an application submitted by Iretta Brennan (the “Applicant”) as the owner of the property located at 1122 Gage Street (the “Subject Property”). The Applicant requests approval of the following zoning variations to allow construction of an addition to the existing residence on the Subject Property:

1. Front Yard Setback of 11.8 feet from Gage Street, whereas a minimum of 30 feet is required, a variation of 18.2 feet (60.67%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The existing residence currently provides a front yard setback of 29.98 feet]; and
2. Rear Yard Setback of 5.21 feet from the south property line, whereas a minimum of 13.57 feet is required, a variation of 8.36 feet (61.61%) [Section 17.30.070 – Rear Yard Setback] [Note: The existing residence currently provides a rear yard setback of 5.21 feet].

A mailed notice was sent to property owners within 250 feet of the Subject Property in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Talk* on August 24, 2022. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant a variation to reduce a front yard setback or a rear yard setback for a principal building by more than 50% of the required setback.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.2 acres in size, is located on the south side of Gage Street, between Burr Avenue and Gordon Terrace, and contains an existing two-story residence with an attached garage (see Figure 1). The Subject Property is not a rectangular shape. It is a triangular shape lot with a front lot line, which runs along Gage Street, that is wider than the rear lot line, which is the south property line. Also, there is only one side lot line, and it is not perpendicular to the front lot line. The property is zoned R-5 Single Family Residential, and it is bordered by R-5 Single Family Residential to the north, south, east, and west, as well as B-1 Multifamily Residential to the north (see Figure 2). The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

The existing lot is a legal nonconforming interior lot that is 90.5 feet in lot depth, while the minimum required lot depth for a lot in the R-5 District is 120 feet.

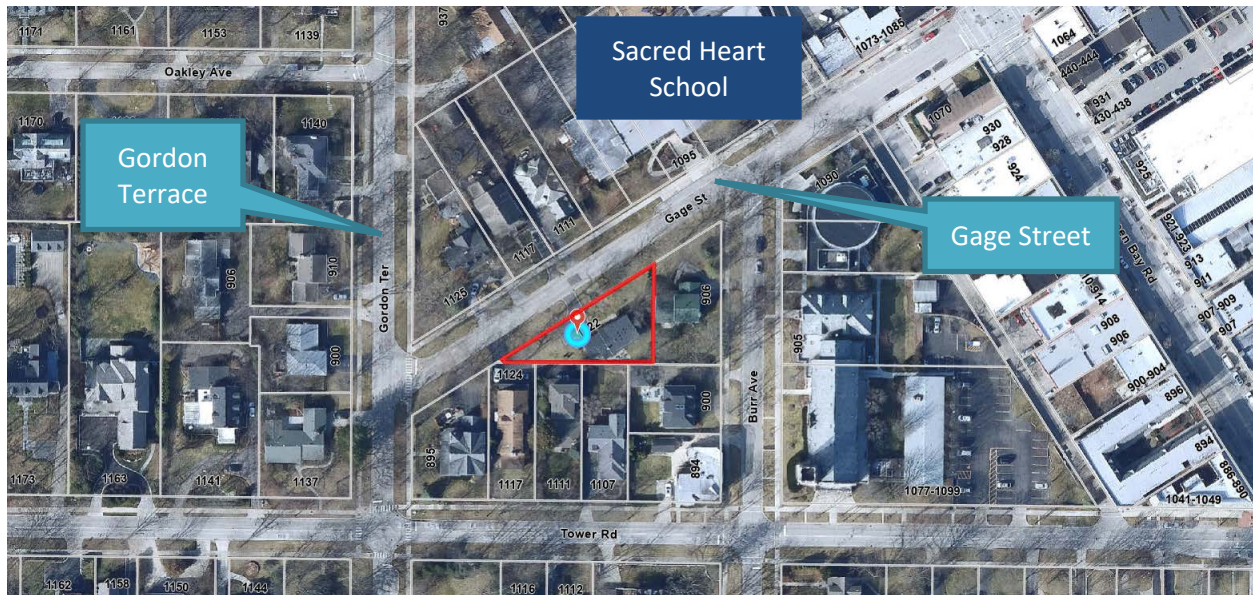


Figure 1 – Aerial Map

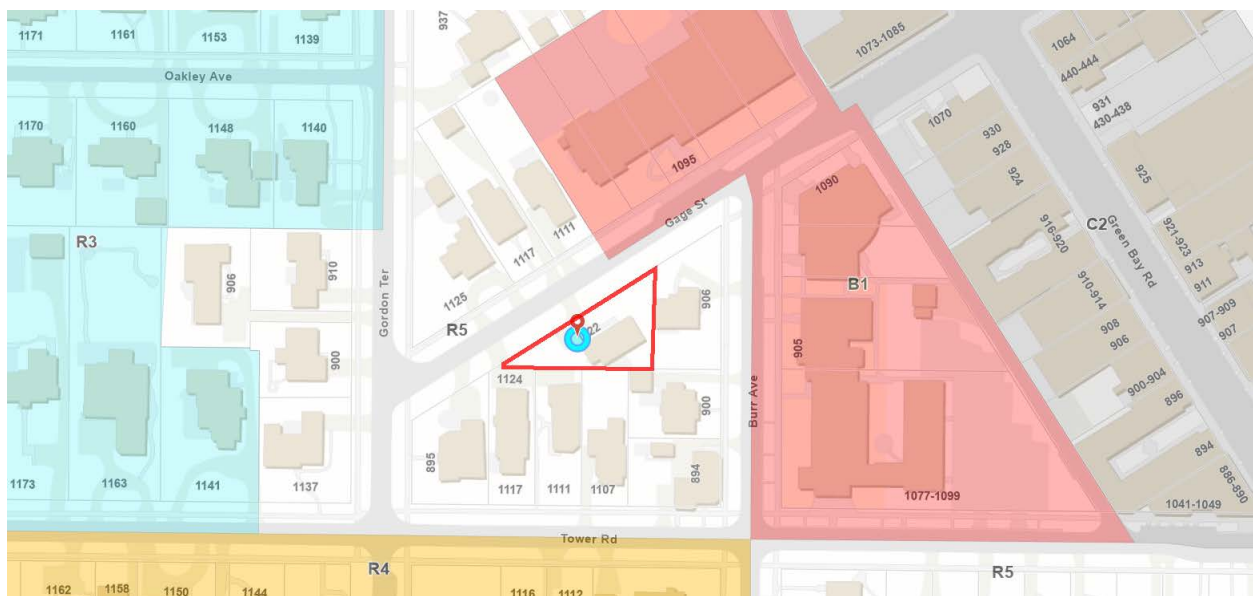


Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The residence was built in 1979. A subsequent building permit was issued in 2016 to add dormers on the second floor and remodel the interior the residence. Other minor permits have been issued over the last several years. The Applicant acquired the property in 2018. There are no previous zoning cases on file for the Subject Property.

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



Figure 3 – Subject Property (Easterly Front Elevation – Gage Street)



Figure 4 – Subject Property (Westerly Front Elevation – Gage Street)



Figure 5 – Subject Property (West Elevation)

PROPOSED PLAN

The variations are being requested in order to construct a one-story addition on the west side of the existing residence. The existing one-car attached garage would be converted to a family room and a mudroom and attached two-car garage would be added. The proposed increase in gross floor area is approximately 646 square feet. The proposed addition is described as follows:

- Two-car attached garage measuring 22 feet by 22 feet (484 square feet); and
- Mudroom measuring approximately 162 square feet.

Excerpts of the proposed site plan, floor plan, and proposed building elevations are provided on the following pages as Figures 6 through 10. The complete set of plans are provided in the application materials (Attachment C).

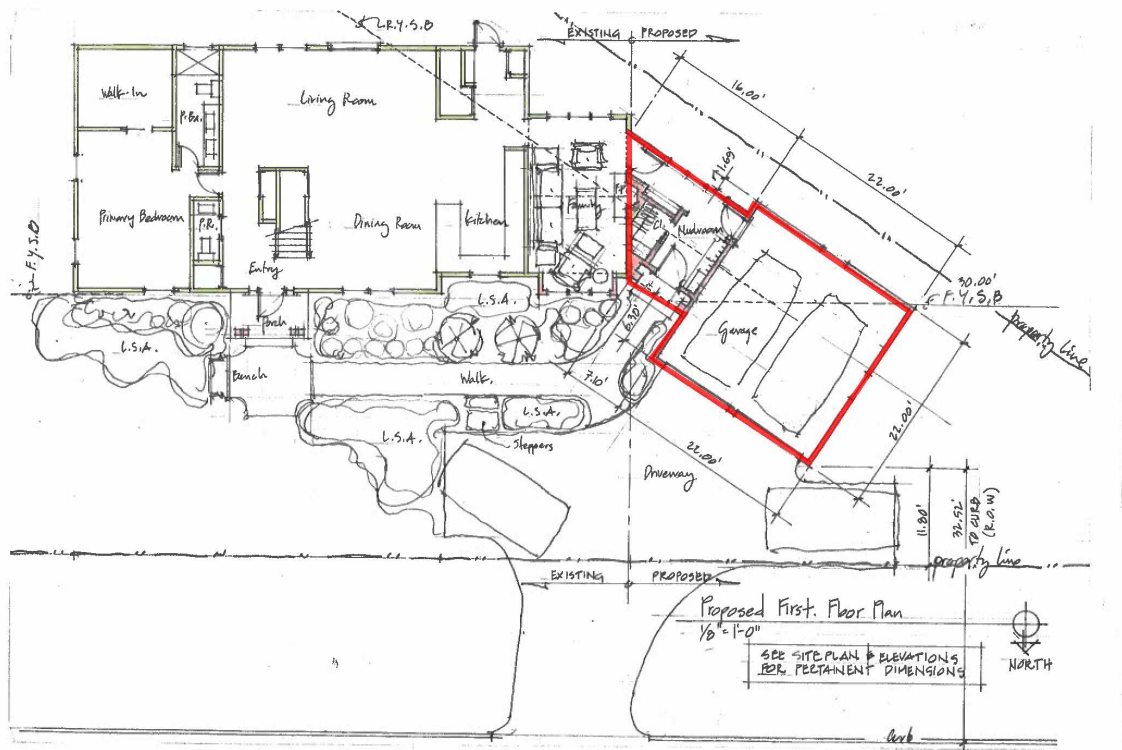
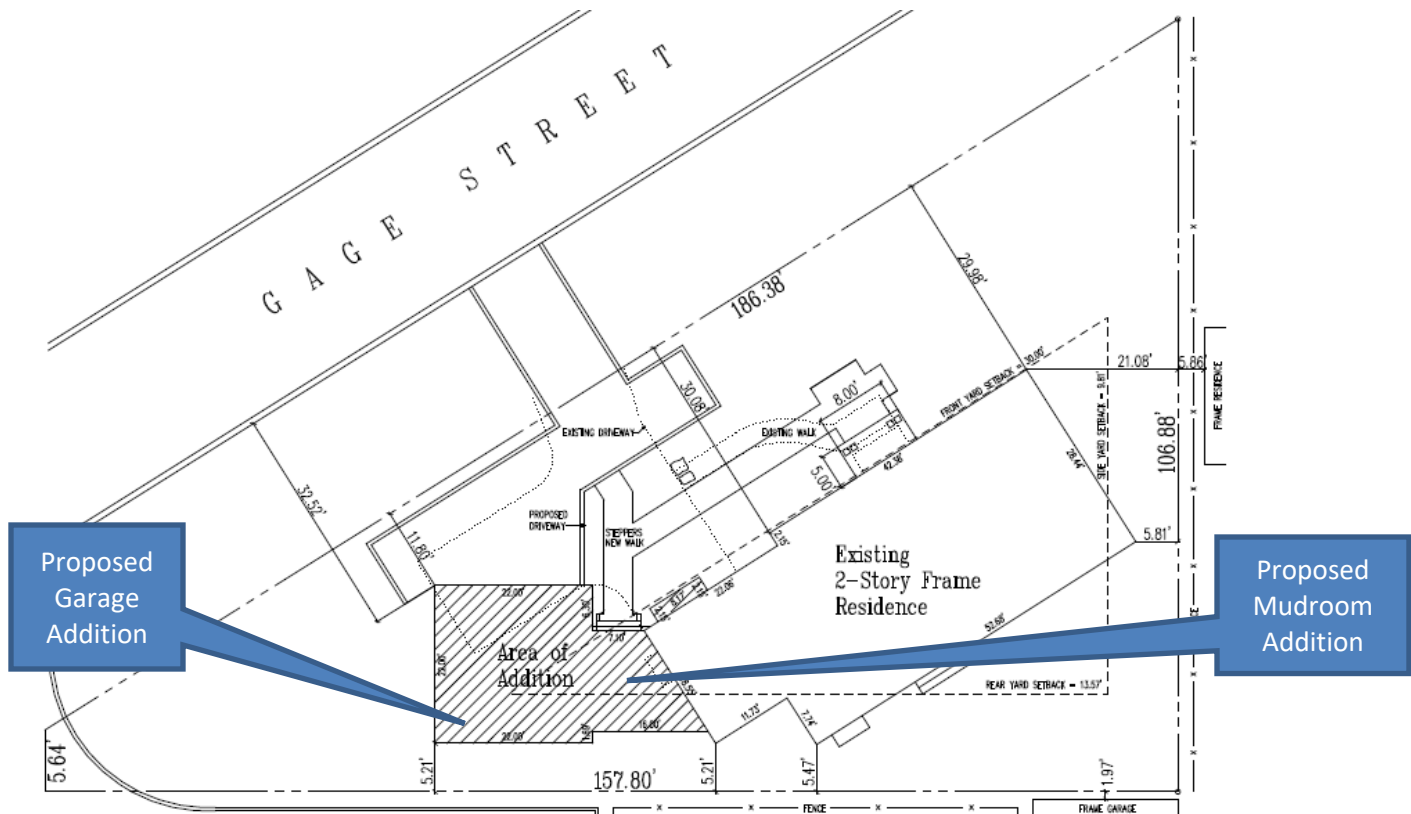


Figure 7 – Proposed First Floor Plan

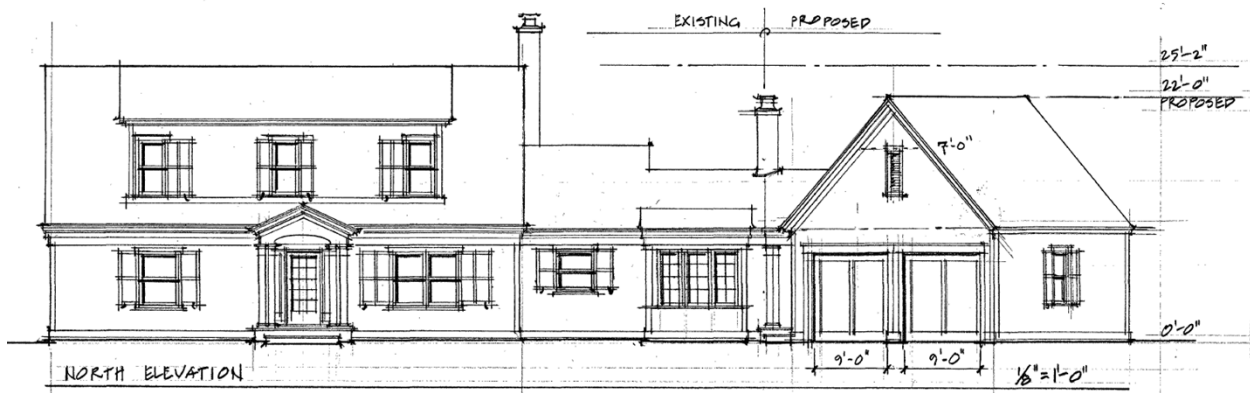


Figure 8 – Proposed Front Elevation (Gage Street)



Figure 9 – Proposed Rear Elevation (South)

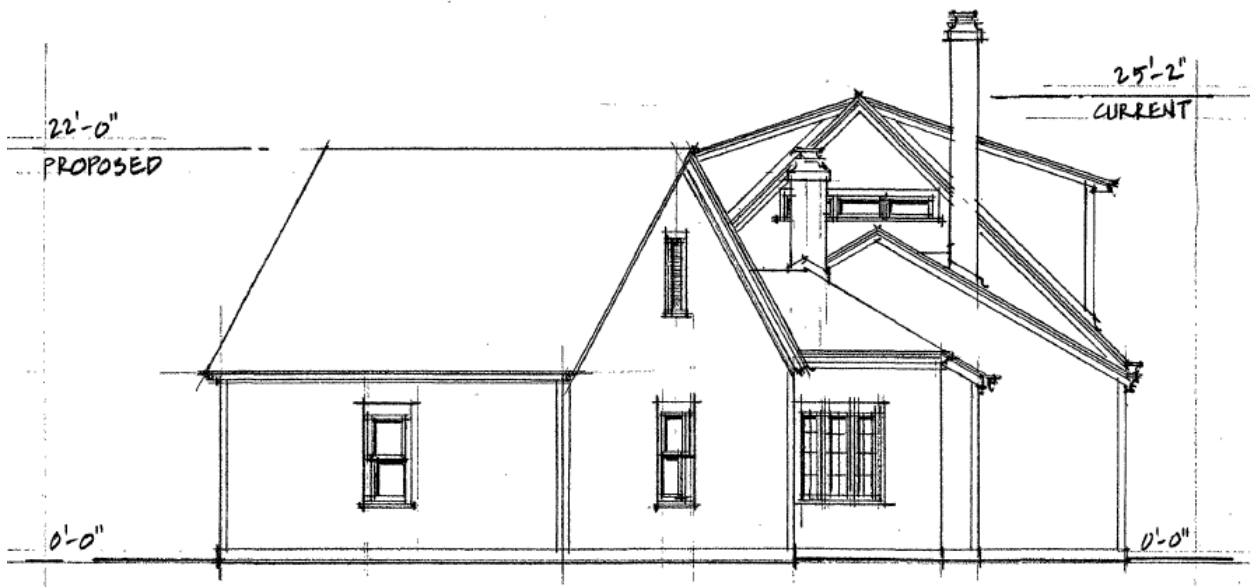


Figure 10 – Proposed West Elevation

REQUESTED ZONING RELIEF

Front Yard Setback (Gage Street). The existing residence currently provides a front yard setback of 29.98 feet. The proposed addition would provide a front yard setback of 11.8 feet, whereas a minimum of 30 feet is required, a variation of 18.2 feet (60.67%).

FINDINGS

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

- Page 7

2. Rear Yard Setback of 5.21 feet from the south property line, whereas a minimum of 13.57 feet is required, a variation of 8.36 feet (61.61%) [Section 17.30.070 – Rear Yard Setback].

The Zoning Board of Appeals finds, based on evidence in the record or a public document, that the variations requested are **in harmony [not in harmony]** with the general purpose and intent of the Zoning Ordinance and that each of the following eight standards on which evidence is required pursuant to Section 17.60.050 of this Code **have been met [have not been met]** in connection with this variation application **[subject to the following conditions...]**

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

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

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Stormwater Matrix

Attachment C: Application Materials

ATTACHMENT A

ZONING MATRIX

ADDRESS: 1122 Gage Street

CASE NO: 22-22-V2

ZONING: R-5

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	8,400 SF	8,878 SF	N/A	N/A	OK
Min. Average Lot Width	60 FT	98.1 FT	N/A	N/A	OK
Min. Lot Depth	120 FT	90.5 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	2,397.06 SF (1)	1,692.17 SF	2,355.54 SF	663.37 SF	OK
Max. Gross Floor Area	3,551.2 SF (1)	2,565.64 SF	3,211.45 SF	645.81 SF	OK
Max. Impermeable Lot Coverage	4,439 SF (1)	2,907.67 SF	3,359.44 SF	451.77 FT	OK
Max. Front Yard Lot Coverage	1,341.14 SF	1,194.5 SF	1,332.12 SF	137.62 SF	OK
Min. Front Yard (Gage/North)	30 FT	29.98 FT	11.8 FT	-18.18 FT	18.2 FT (60.67%) VARIATION
Min. Side Yard (East)	9.81 FT	5.81 FT	5.81 FT	0 FT	EXISTING NONCONFORMING
Min. Rear Yard (South)	13.57 FT	5.21 FT	5.21 FT	0 FT	8.36 FT (61.61%) VARIATION

NOTES:

(1) Based on lot area of 8,878 s.f.

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

ATTACHMENT B

Stormwater Volume Requirements for Development Sites

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

	Storm Water Detention Volume Requirements	Applicable Requirement
A. New Home Construction - Previously Developed Lot	The amount of additional required storm water detention volume is based upon the difference between maximum impermeable lot coverage, per Zoning Code, and existing lot coverage, using the run-off coefficient for a 100-year storm event for both.	
B. New Home Construction - Previously <u>Undeveloped</u> Site	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
C. Redevelopment of Site for Different Use (e.g. single family to multi-family, or commercial)	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
D. Improvements to Existing Home and/or Lot, causing an increase in impermeable lot coverage <u>greater or equal to 25%</u>.	The amount of additional required storm water detention volume is based upon the difference between the proposed and existing impermeable lot coverage, using the run-off coefficient for 100 year storm event. (Note: If the increase in impermeable lot coverage is less than 25%, additional storm water detention volume is <u>not</u> required.)	<i>Applies to 1122 Gage Street</i> <i>Based upon preliminary review of information to date, it appears that 1122 Gage Street <u>would not</u> have to provide additional storm water detention volume. However, a final determination will be made by Village Engineering staff.</i>

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 22-22-V2Property InformationSite Address: 1122 Gage Street Winnetka, Illinois 60093VA2022-807Owner InformationName: Iretta BrennanAddress: 1122 Gage StreetCity, State, ZIP: Winnetka, IL 60043Email: [REDACTED]Primary Contact: Iretta BrennanPhone No. [REDACTED]Date property acquired by owner: 03/28/2018Architect InformationName: Hackley & AssociatesPrimary Contact: Chip HackleyAddress: 440 Green Bay RoadCity, State, ZIP: Kenilworth, IL 60043Phone No. 847-942-3747Email: chip@hackleyarchitects.comAttorney InformationName: Dean Lurie (R.E. Atty.)Primary Contact: [REDACTED]Address: [REDACTED]City, State, Zip: [REDACTED]Phone No. 312-782-3636Email: [REDACTED]Nature of any restrictions on property: [REDACTED]None other than irregular shaped lot causing this request for variation.

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

See attached.RECEIVED
AUG 10 2022Property Owner Signature: [REDACTED]Date: 08/09/2022

1122 Gage Street

August 10, 2022

Explanation of Requested Variations

The original 1-1/2 story Cape Cod style house received past modifications to provide a more open floor plan than the original design. Regardless of these prior improvements, the house lacks an informal family room (TV room), a minimally reasonable secondary entry and service area (mudroom) and a minimally useful garage. The current garage interior measures 11.39' x 17.88' which is entirely substandard for car storage, promoting parking of resident's cars in the driveway in front of the house. This is further exasperated by the inability to park anywhere along either side of Gage Street and the traffic generated by the proximity of Sacred Heart School.

The particular challenge of this house upon this lot is the ability to provide any of these standards without scraping the house and starting over. Even if this were to be the path, the characteristics of the lot would be challenging at best. Instead, the preferred design proposes to convert the existing one-car garage space into a small 200 square foot "family room", add a minimal two-car garage and add a modest service (mudroom/second entry) space in the triangular space between the south-west end of the house and the proposed garage. These three features construe minimal standards for houses in the Village of Winnetka. All proposed spaces shall be one-story and no requests for relief for maximum floor area, maximum roofed lot coverage or maximum impermeable surfaces are required. In fact, the proposed is below the maximum allowed for all three categories. Other parts of the proposed design are a new covered front entry porch and a box bay projection located on the north side of the proposed family room. Neither of these small additions require variations. The two variations requested are for front yard setback encroachment of 18.20' and rear yard setback of encroachment of 8.36'. Note the furthest forward corner of the proposed garage will be 33.35' from the right of way curb of Gage Street. Also note the closest proposed portion of the proposed will be 5.21' from the rear lot line, the same as the existing legally non-conforming corner of the existing house. Since no east side yard setback exists due to the triangulation, no request is necessary. The current height of the house ridge measures 25.17' above grade and the height of the proposed addition measures 22.00', both well beneath the R5 maximum height of 31.00'.

The hardship is a result of the combination of the siting of the original house, the orientation of the floor plan, the irregular shape of the lot and the R5 setbacks. Considering these conditions, the house currently sits as a legal non-conformity with the south-west corners of

the back of the house projecting into the rear yard setback by 8.36' and 8.10" and the easternmost corner of the house projecting into the side yard setback by 4.00' and the remaining legally buildable areas do not allow the ability to expand.

It is important to note the typical interior lot in Winnetka along much of the "tree streets" measures 50'x150' or 7500 square feet and due to their rectangular shape, provide the ability for a two-car garage, regardless if detached or attached. This lot encompasses 8878 square feet but due to the irregular triangular shape, the lot does not provide a conforming means for a reasonably minimal two-car garage.

Explanation of Requested Variations - End

1122 Gage Street

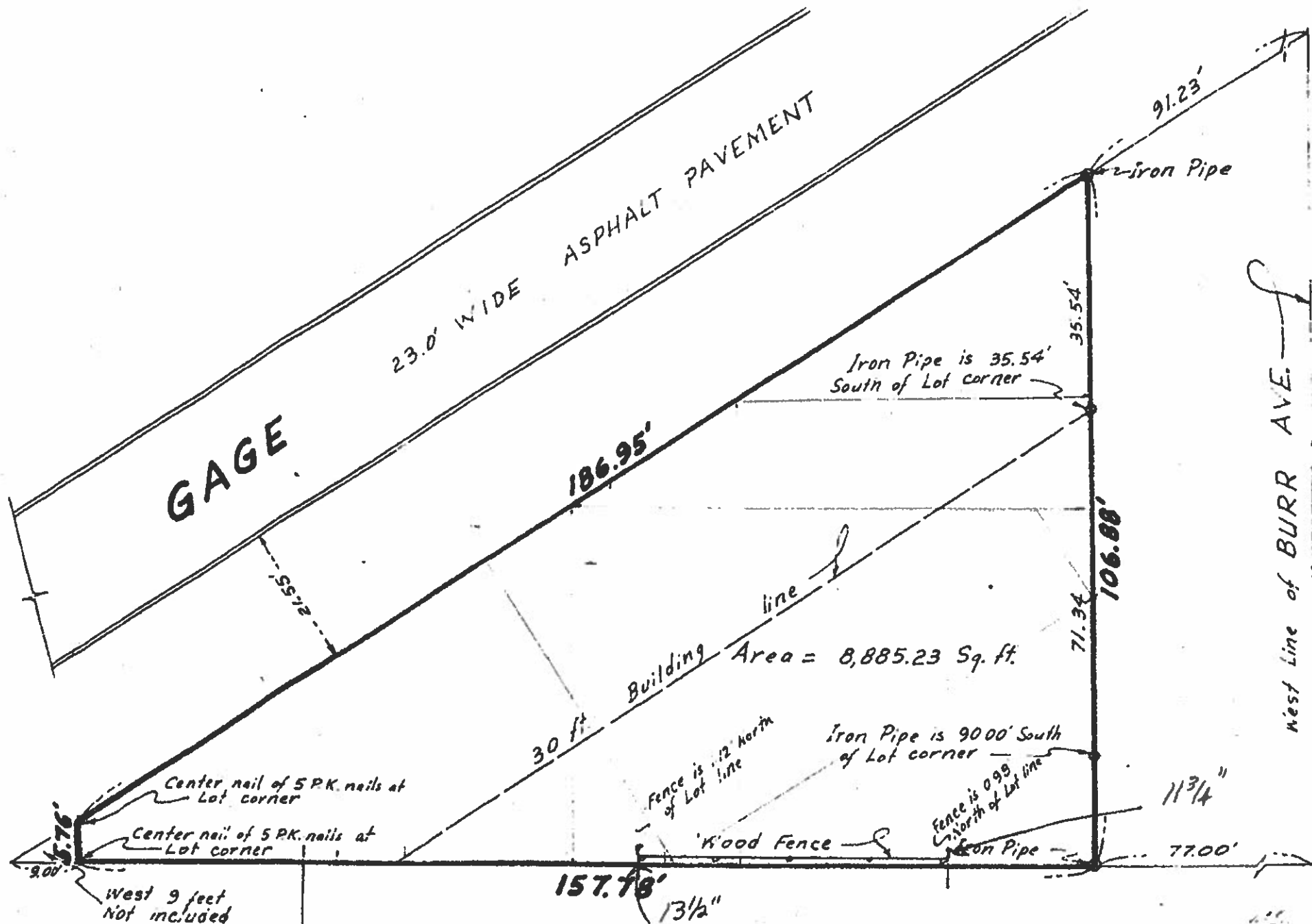
August 10, 2022

Standards for Granting of Zoning Variations

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allow by regulations in that district.
 - a. *The setbacks of the R5 district applied to this irregularly shaped triangular lot impose restrictions not typical of a non-irregular interior lot of similar square footage. The placement of the house in conjunction with the irregular shape eliminates the possibility of the minimum standard of a two-car garage, regardless if attached or detached. This is a disadvantage relative to reasonable return.*
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.
 - a. *The unique circumstances of the Owner's plight are directly associated with the characteristics of the property in question and in no way are related to the occupants.*
3. The variation, if granted, will not alter the essential character of the locality.
 - a. *The essential character of the locality will not be altered. In fact, the essential character of the locality will be upheld by the design in that the proposed is not excessively expansive, tall or intrusive. In conjunction with the proposed plan design, and not related to this request for variation, the exterior of the house is to receive improvements such as natural cedar shingle siding, authentic shutters and other authentic and correct details.*
4. An adequate supply of light and air to adjacent property will not be impaired.
 - a. *As the proposed is not excessively expansive, tall or intrusive, and due to few closely neighboring houses, an adequate supply of light and air to adjacent properties will not be impaired.*
5. The hazard from fire and other damages to the property will not be increased.
 - a. *As the proposed is not excessively expansive, tall or intrusive, and due to few closely neighboring houses, the hazard from fire and other damages will not be increased.*

6. The taxable value of the land and buildings throughout the Village will not diminish.
 - a. *The taxable value of the land and buildings throughout the Village will not be diminished. In fact, the taxable value of the land and buildings throughout the Village will theoretically increase with improvements such as the proposed upon a property within the Village.*
7. The congestion in the public street will not increase.
 - a. *The congestion in the public street will not increase. In fact, increased ability to park vehicles within a proper garage and upon an improved driveway will assist in alleviating congestion in the public street. This is especially important considering parking along Gage Street is prohibited at all times due to Sacred Heart School's location directly across the street.*
8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired.
 - a. *The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired.*

Standards for Granting of Zoning Variations - End



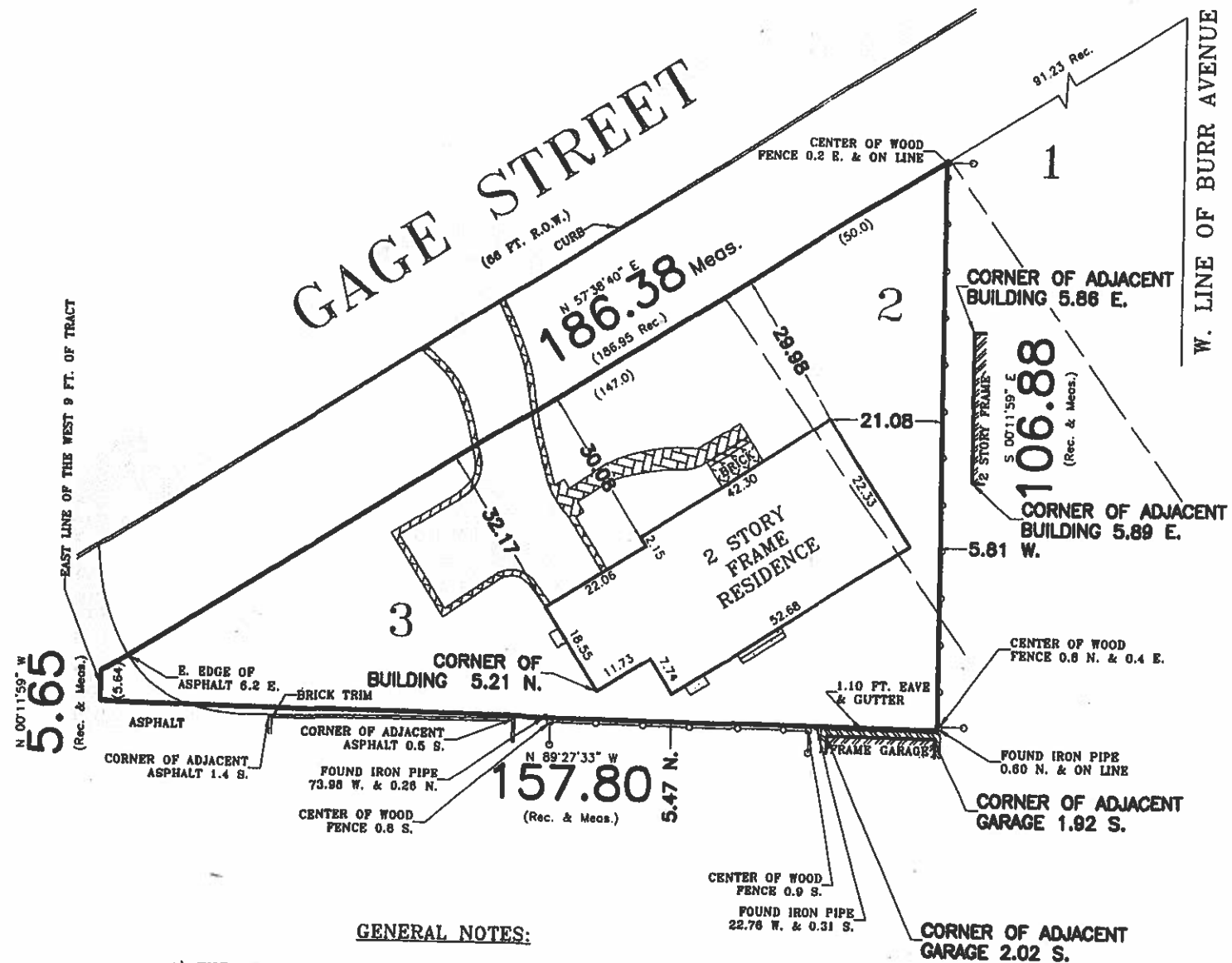
PLAT OF SURVEY
of

LOTS 1, 2 AND 3 (EXCEPT THE WEST 9 FEET) TAKEN AS A SINGLE TRACT, EXCEPTING THERE FROM THE EAST 77 FEET, IN BLOCK 7 IN JARED GAGE'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER, ALSO PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, ALSO PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1122 GAGE STREET, WINNETKA, ILLINOIS
P.I.N.# 05-17-121-013



SCALE: 1"=30'



GENERAL NOTES:

- 1) THE LEGAL DESCRIPTION HAS BEEN PROVIDED BY THE CLIENT OR THEIR AGENT.
- 2) THIS SURVEY SHOWS THE BUILDING LINES AND EASEMENTS AS INDICATED BY THE RECORDED PLAT. THIS PLAT DOES NOT SHOW ANY RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES UNLESS SUPPLIED BY THE CLIENT.
- 3) BASIS OF BEARING FOR THIS SURVEY IS AS ASSUMED NORTH.
- 4) MONUMENTS; WERE NOT SET, AT THE CLIENTS REQUEST.
- 5) LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO INTERPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN HEREON.
- 6) ONLY COPIES WITH AN ORIGINAL SIGNATURE AND SEAL ARE OFFICIAL LEGAL DOCUMENTS. ALL SURVEYS ARE COPYRIGHTED MATERIALS WITH ALL RIGHTS RESERVED.

STATE OF ILLINOIS)
S.S.
COUNTY OF COOK)

SURVEY ORDERED BY: ANTONIA L. MILLS

I, GARY HOLT, AS AN EMPLOYEE OF PREFERRED SURVEY INC., DO HEREBY STATE THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARD FOR A BOUNDARY SURVEY. PROPERTY CORNERS HAVE BEEN SET OR NOT IN ACCORDANCE WITH CLIENT AGREEMENT. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

GIVEN UNDER MY HAND AND SEAL THIS
27TH DAY OF MARCH A.D. 2018

Gary Holt

GARY HOLT - LIC.# 035-002980 - EXPIRES ON 11/30/18

P.S.I. NO. 180684

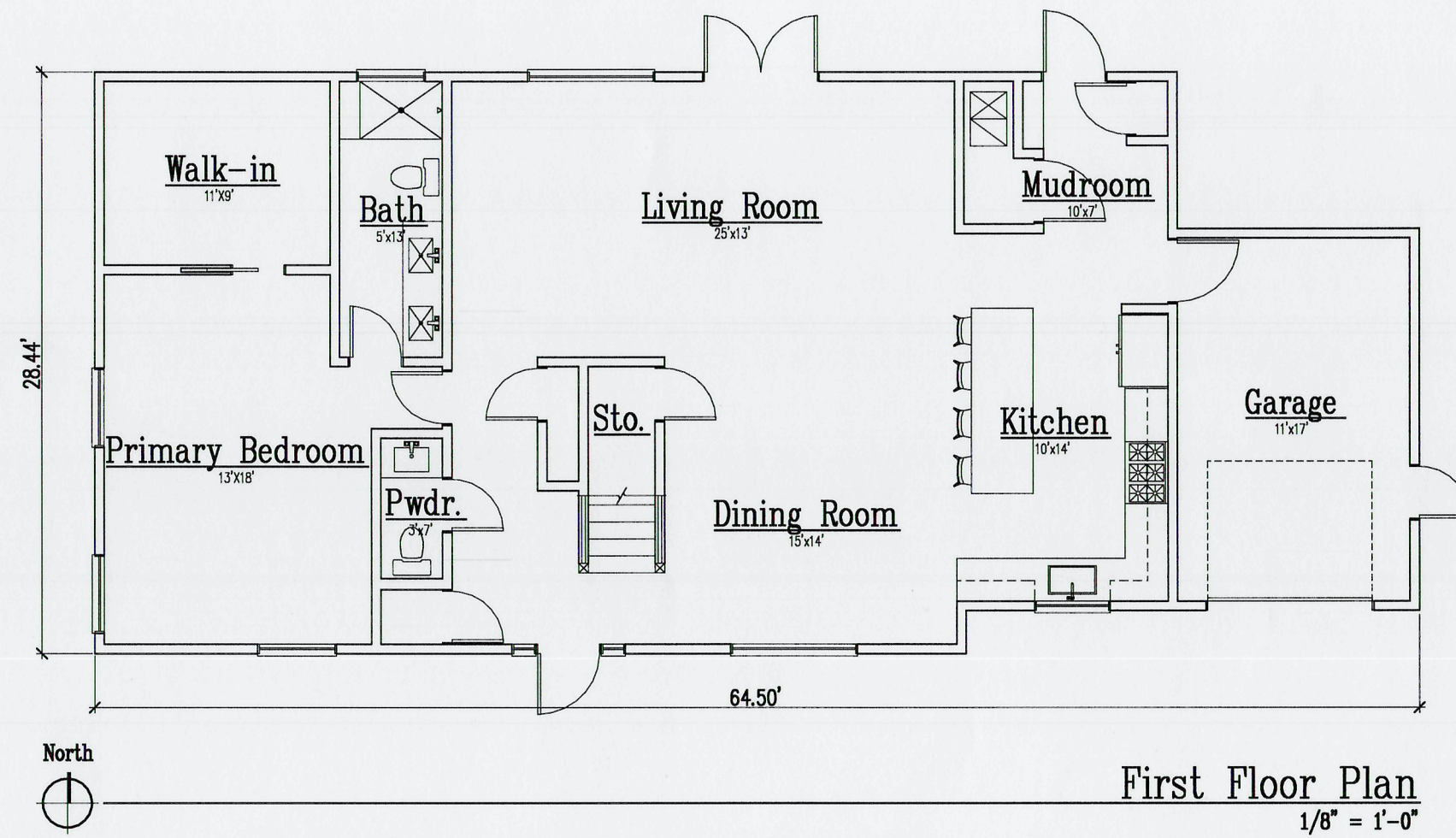
Professional Design Registration #184-002795

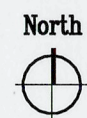
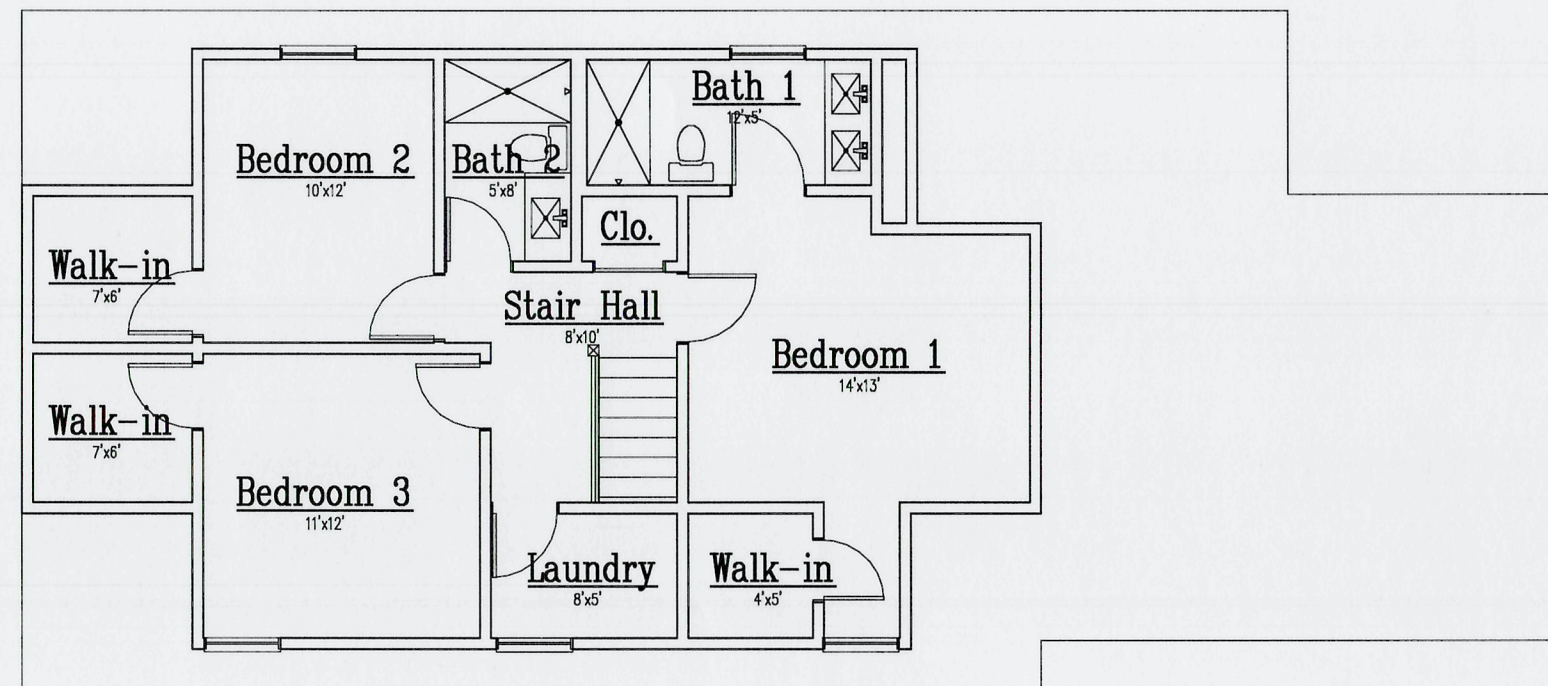
Preferred
SURVEY, INC

7845 W. 79TH STREET, BRIDGEVIEW, IL, 60455
Phone 708-458-7845 / Fax 708-458-7855
www.psiasurvey.com

Field Work Completed	03/23/18	FLD CREW:	CD/CA
Land Area Surveyed	8,878.0 Sq. Ft.	CAD:	SH
Drawing Revised			





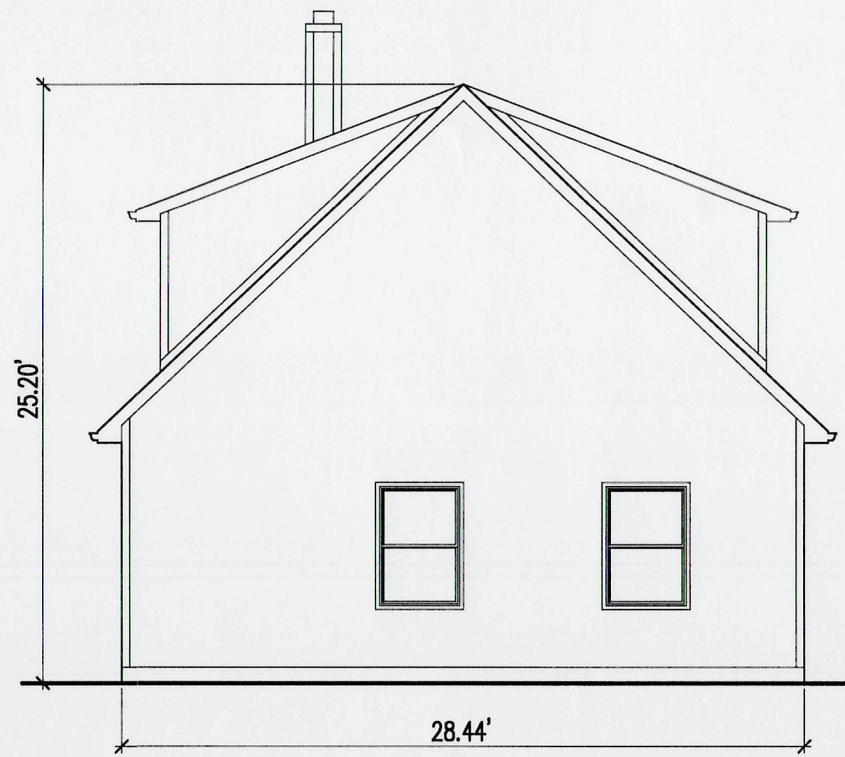


Second Floor Plan
1/8" = 1'-0"

Existing

1122 GAGE STREET
WINNETKA, ILLINOIS 60093

HACKLEY & ASSOCIATES ARCHITECTS
440 GREEN BAY ROAD - KENILWORTH, ILLINOIS
PH 847-853-8258 847-853-8351 FX



West Elevation
1/8" = 1'-0"



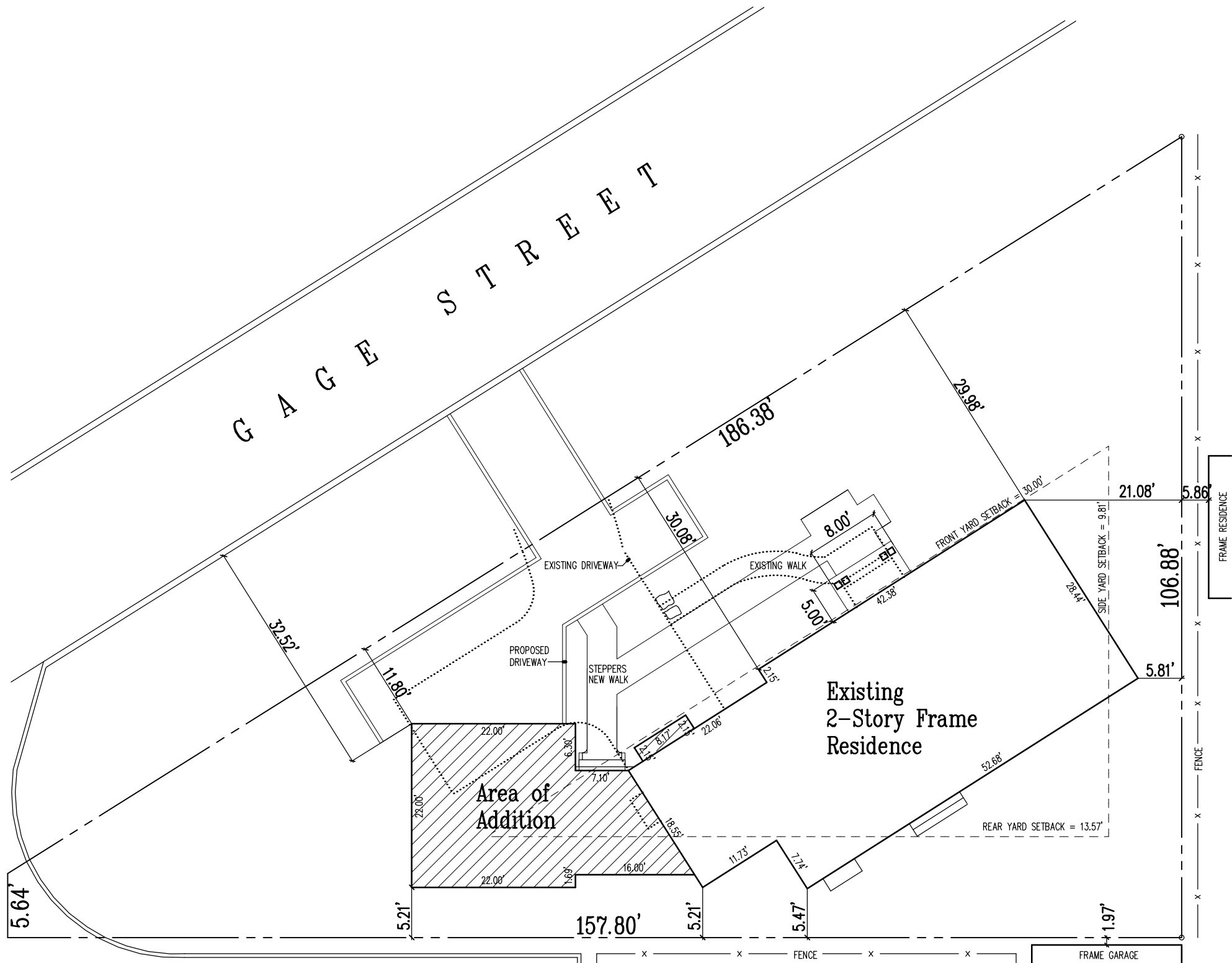
East Elevation
1/8" = 1'-0"



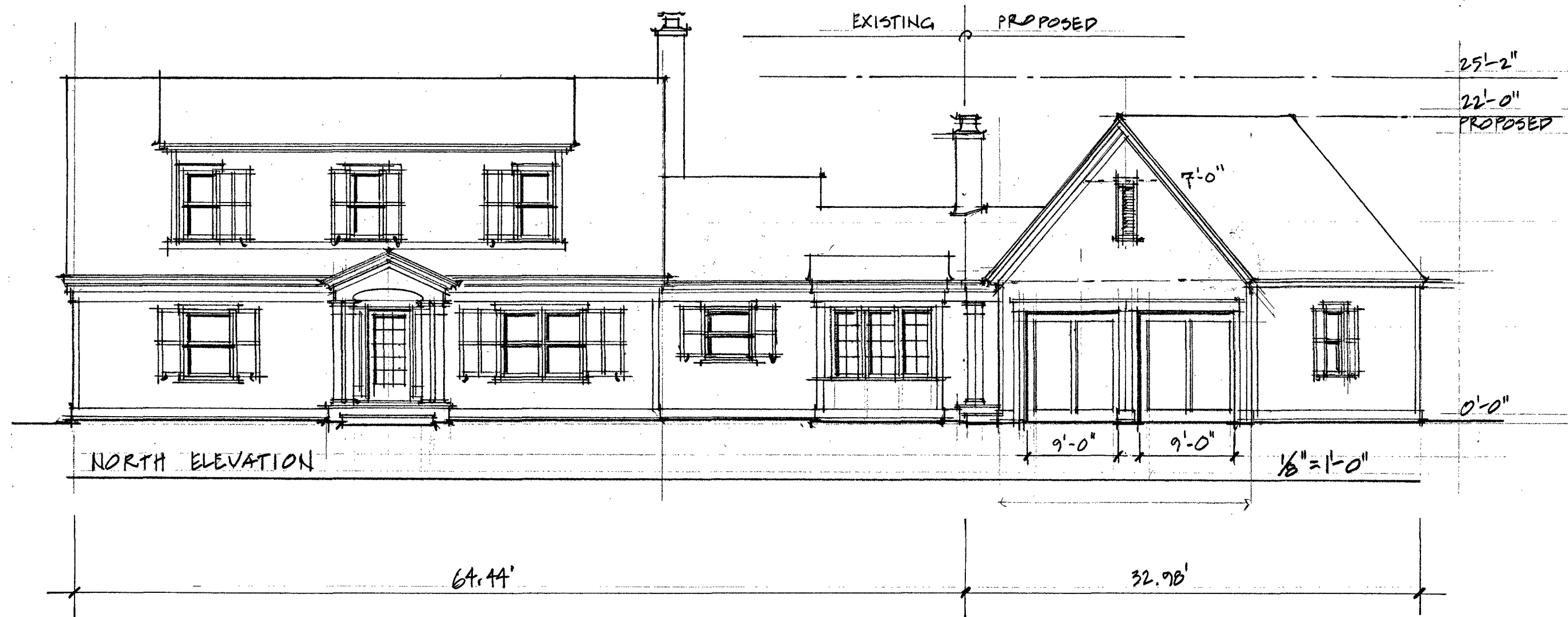
South Elevation
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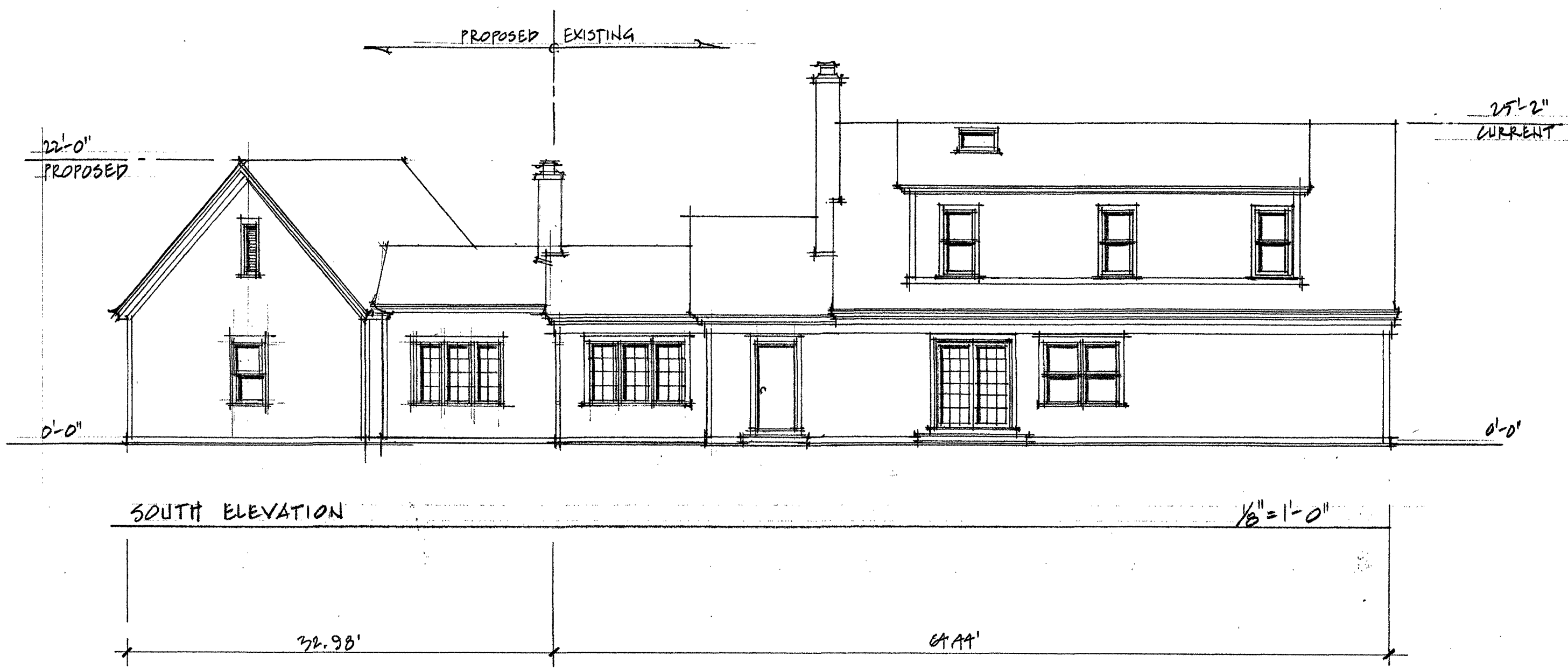


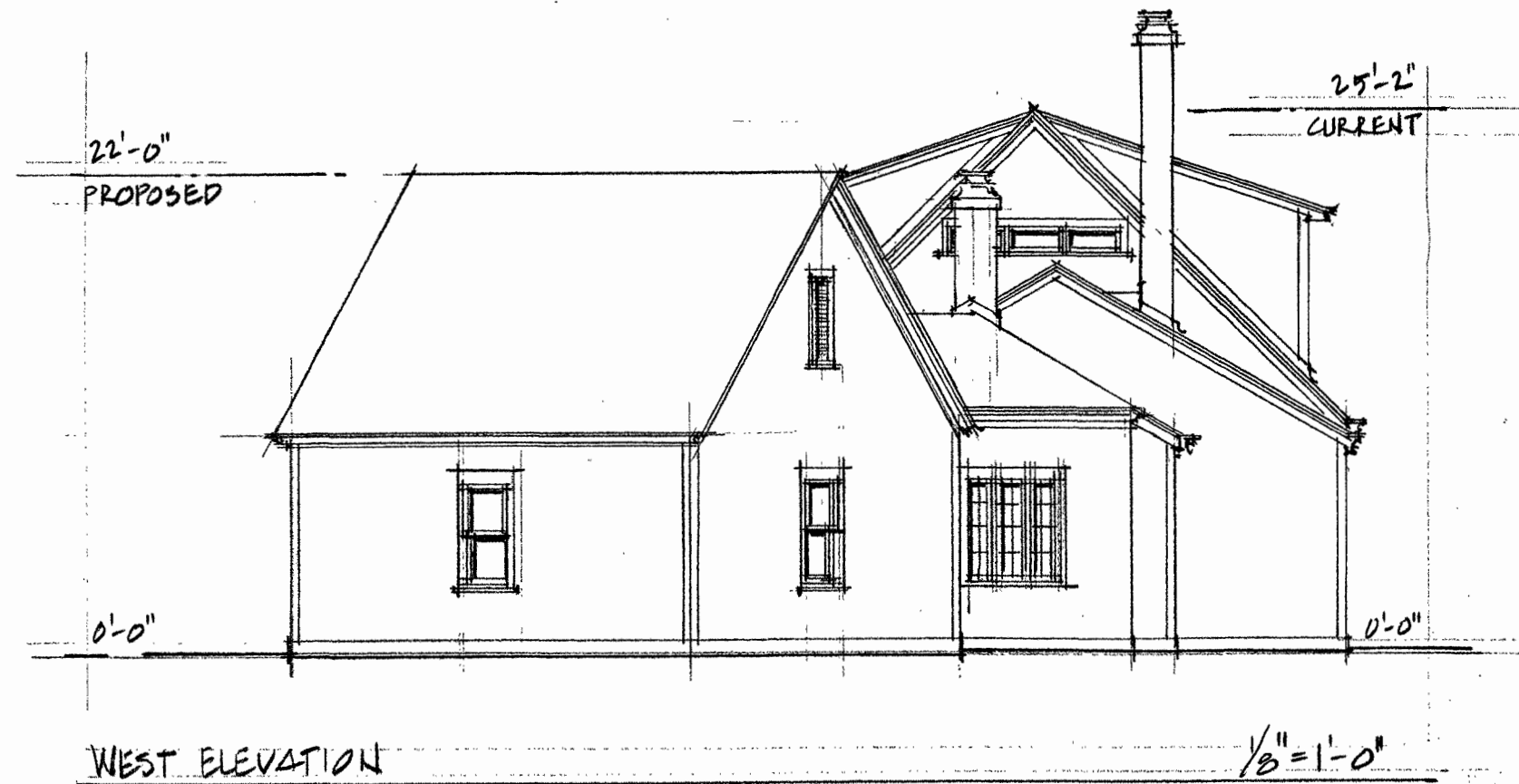
North Elevation
1/8" = 1'-0"



Site Plan
1/16" = 1'-0"







**WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MEETING MINUTES
SEPTEMBER 12, 2022**

Zoning Board Members Present:

Matt Bradley, Chairman
Kate Casale MacNally
Lynn Hanley
Mike Nielsen
Todd Vender
Max Weigandt

Zoning Board Members Absent:

None

Village Staff:

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

a. **Case No. 22-22-V2 - 1122 Gage Street:** An application submitted by Iretta Brennan seeking approval of zoning variations to allow construction of an addition to the existing residence at 1122 Gage Street. The requested variations would permit the addition to (i) provide less than the minimum required front yard setback from Gage Street and (ii) provide less than the minimum required rear yard setback from the south property line. The Village Council has final jurisdiction on this request. Ms. Klaassen first described the lot configuration for the Board as well as its location and zoning classification. She referred to the site's photos and stated the variations are necessary to convert the existing one-stall car garage into a family room and add an addition on the west side, which would include a two-stall garage. Ms. Klaassen then identified the GFA and rear yard setback calculations along with the proposed floor plan and front, rear and west elevations. She noted no written comments have been received and asked if there were any questions.

Chairman Bradley asked if the proposed garage would be oversized and Ms. Klaassen responded it is a little larger than what is typically being built. Ms. Hanley asked if two garage doors are required on a 20x20 square foot garage. Ms. Klaassen stated two 9-foot garage doors are required in this instance because the garage is attached and facing the street. A Board Member asked if the existing garage is being removed and Ms. Klaassen stated it is being converted to a family room. Ms. Hanley asked if there would not be a side yard on the side with the triangle and Ms. Klaassen identified it as the rear yard. Ms. Casale MacNally questioned how parking would be configured on the property due to the lot shape as well as ingress/egress from the lot. Ms. Klaassen stated the applicant can respond to that question. The driveway is represented on the site plan. No additional questions were raised at this time.

Chairman Bradley swore in those speaking to this matter. Iretta Brennan, the property owner, and Chip Hackley, the architect, introduced themselves to the Board. Mr. Hackley stated in terms of the front pavement, maneuverability is an issue with regard to the project. He noted there are no permeability issues and vehicular safety would be taken into consideration. Mr. Hackley also stated they considered a Winnetka size standard garage and provided a summary of the home's condition to the Board which drove the request. He also described how any alteration is challenging on the lot and relief from the floor area, roofed lot coverage or impermeable surface is not necessary with their request as it would be below the

1 maximum requirements. Mr. Hackley described the one story addition, mudroom and conversion of the
2 garage to a small family room. He then stated with regard to hardship, relief is necessary to make the
3 modifications due to the home's placement on the lot, the floor plan orientation, the lot's irregular shape
4 and the ordinance setback requirements for the R-5 district noting the existing home is legal
5 nonconforming.

6
7 Mr. Hackley then stated the immediate neighborhood was evaluated in terms of designing the proposal
8 and determined that most homes have two car garages and provided an illustration demonstrating the
9 number of two car and one car garages in the neighborhood, to the Board for their review. He then
10 referred to the standards addressed in the application and asked if there were any questions. Ms. Brennan
11 described the limited amount of parking available for their family due to the school across the street and
12 stated they consulted the neighbors who have no issue with the request. She also stated it is very difficult
13 to get a vehicle in the existing one car garage. Chairman Bradley asked if there were any questions.

14
15 Ms. Hanley asked the applicant if they considered removing the mudroom from the request in an attempt
16 to minimize the amount of the variation. Ms. Brennan noted there is no basement. Mr. Hackley described
17 the home as very small and the variation would still be significant without the mudroom. Ms. Hanley asked
18 if any trees would be removed and Mr. Hackley and Ms. Brennan confirmed there would not. Chairman
19 Bradley asked the applicant if they were aware of the Board's duty to make recommendations to the
20 Village Council on variation requests larger than 50%, and Mr. Hackley responded he is aware. He stated
21 their attempt is to modernize the home for today's families. Chairman Bradley asked if there were any
22 other questions from the Board or the audience. No additional questions were raised at this time. He then
23 called the matter in for discussion.

24
25 Mr. Vender referred to the lack of sidewalk on that side of the street, the school's proximity and vehicular
26 safety concerns. Mr. Weigandt stated the overage is similar to what exists and he would be in favor of the
27 request. Ms. Hanley referred to the lot's small size and the ability to reduce the front yard although she
28 is sympathetic to the side yard issue. Mr. Nielsen referred to the "small lot, small home" statement. Ms.
29 Casale MacNally stated she would be in favor of the request and was swayed by the lot's size being a
30 unique circumstance. She also stated the proposal made sense in the neighborhood's context although
31 she is concerned with the number of vehicles in the driveway exiting the property near the school.
32 Chairman Bradley commented the front yard setback is the most important of all setbacks and that he is
33 concerned with front yard encroachments in terms of the ability to exit the property safely. He stated
34 there are features for a home which are not a requirement such as a mudroom or two car garage, and he
35 questioned whether the project could be revised to fall under the 50% threshold which would allow the
36 ZBA to grant the variation.

37
38 The Board Members and the applicant discussed the front yard setback and those of surrounding homes
39 as well as design alternatives to reduce the variation amount. Chairman Bradley identified several of the
40 standards which have not been met. He referred to the Board Members' positions on the request and
41 offered the applicant the option to come back with a revised proposal or move forward with a vote. Mr.
42 Nielsen stated a compromise may be able to be reached and agreed with Chairman Bradley's comments.
43 Mr. Hackley discussed with the applicant whether a 2 foot shorter garage to the south would be
44 acceptable. The applicant agreed to reduce the depth of the garage to mitigate the front yard setback
45 variation.

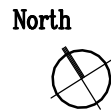
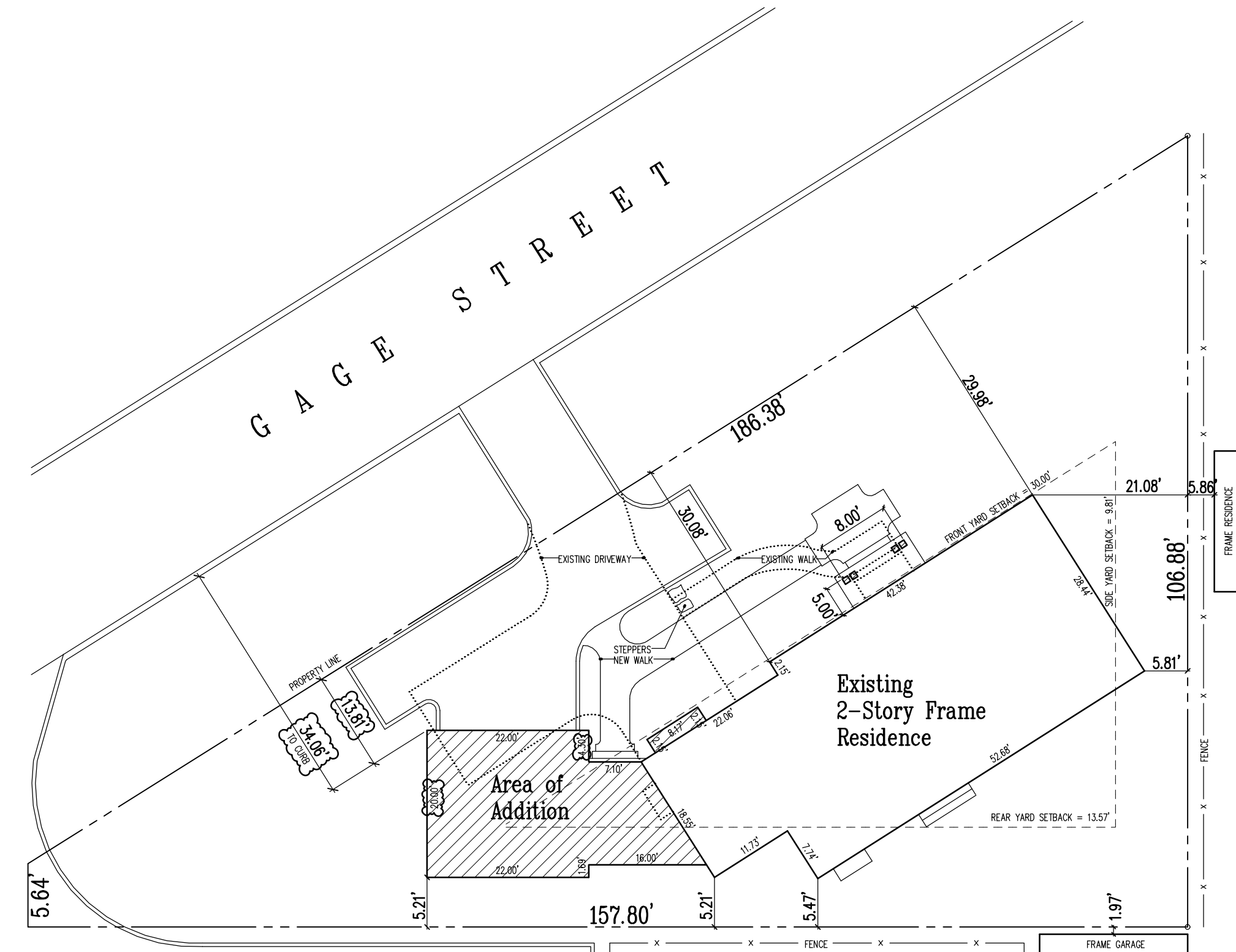
46
47 Chairman Bradley then asked for a motion to recommend approval as noted on page 7 with the condition
48 that the garage be reduced to 22x20 square feet with the 2 feet reduction being on the front of the

1 property to reduce the front yard encroachment. A motion was made by Ms. Casale MacNally and
2 seconded by Mr. Nielsen. A vote was taken and the motion unanimously passed, 6 to 0:
3

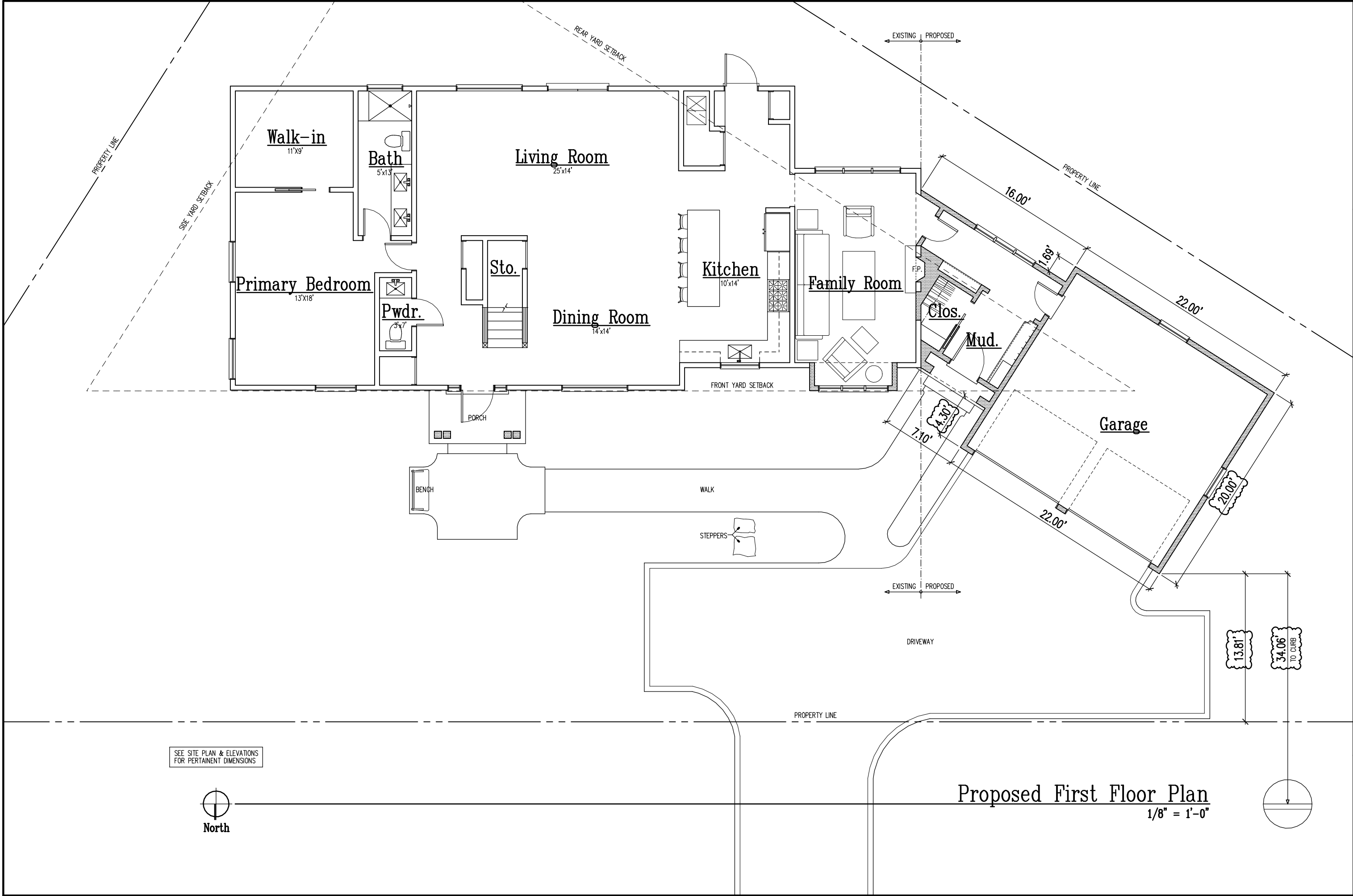
4 AYES: Bradley, Casale MacNally, Hanley, Nielsen, Weigandt, Vender

5 NAYS: None
6
7

DRAFT



Site Plan
1/16" = 1'-0"



ATTACHMENT 4

ZONING MATRIX

(Amended 09.22.2022)

ADDRESS: 1122 Gage Street

CASE NO: 22-22-V2

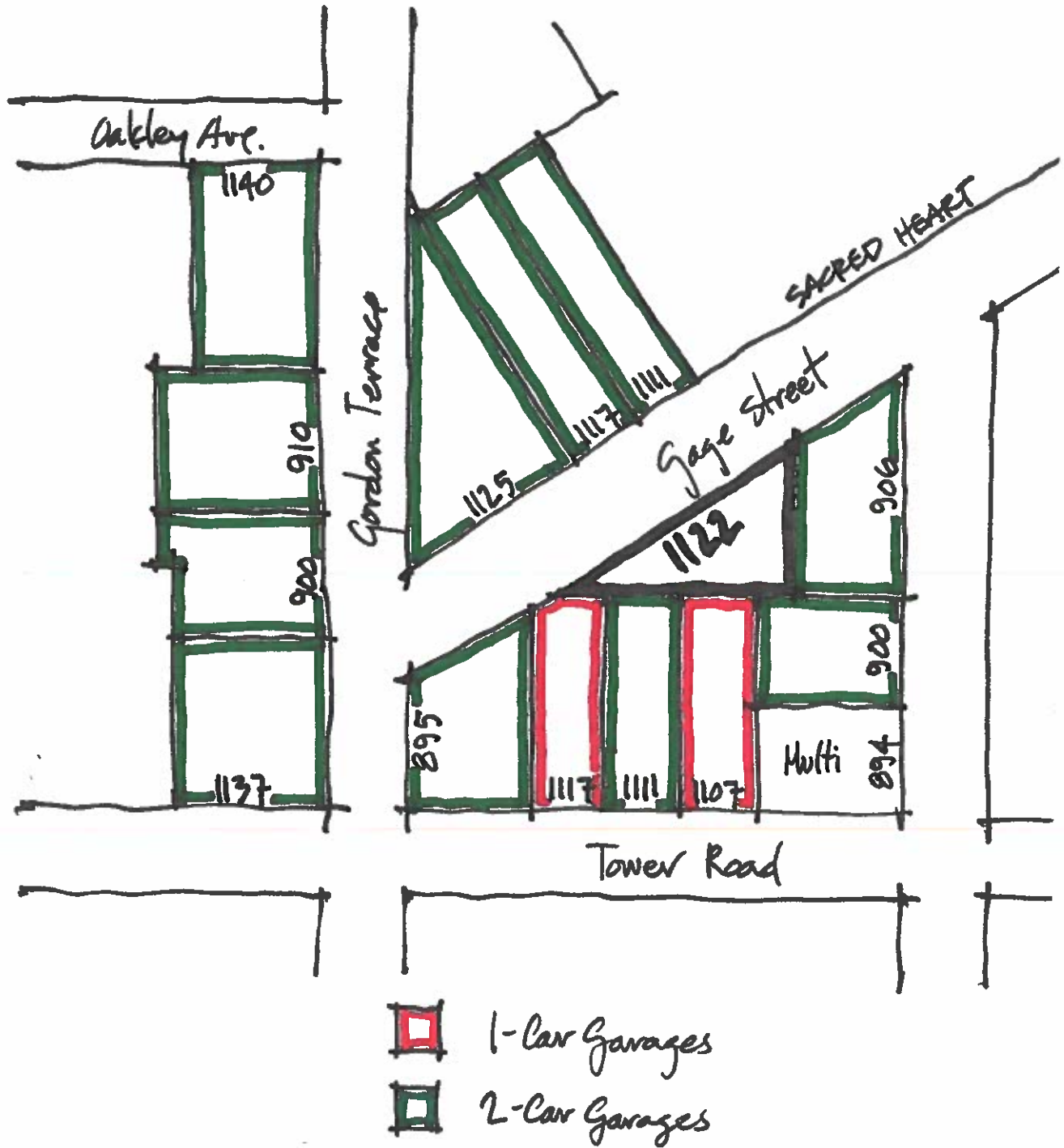
ZONING: R-5

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	8,400 SF	8,878 SF	N/A	N/A	OK
Min. Average Lot Width	60 FT	98.1 FT	N/A	N/A	OK
Min. Lot Depth	120 FT	90.5 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	2,397.06 SF (1)	1,692.17 SF	2,311.54 SF	619.37 SF	OK
Max. Gross Floor Area	3,551.2 SF (1)	2,565.64 SF	3,167.45 SF	601.81 SF	OK
Max. Impermeable Lot Coverage	4,439 SF (1)	2,907.67 SF	3,359.44 SF	451.77 FT	OK
Max. Front Yard Lot Coverage	1,341.14 SF	1,194.5 SF	1,332.12 SF	137.62 SF	OK
Min. Front Yard (Gage/North)	30 FT	29.98 FT	13.81 FT	-16.17 FT	16.19 FT (53.97%) VARIATION
Min. Side Yard (East)	9.81 FT	5.81 FT	5.81 FT	0 FT	EXISTING NONCONFORMING
Min. Rear Yard (South)	13.57 FT	5.21 FT	5.21 FT	0 FT	8.36 FT (61.61%) VARIATION

NOTES:

(1) Based on lot area of 8,878 s.f.

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





Agenda Item Executive Summary

TITLE: Resolution No. R-79-2022: Approving A Contract With The Progress Group, Inc. For Services Related To The Repair Of The Unit #4 Rotor And Generator (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: October 6, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

During a June 2022 generation dispatch, Generator #4, a 1953 Westinghouse unit, experienced an electrical failure. On site testing of the unit indicates an electrical short occurred within the rotor. Staff issued a Request For Proposal for the repair services associated with repair of the rotor. The full extent of the repair cannot be determined until the rotor is removed and disassembled. There is a financial incentive for the unit to be returned to service in a timely manner. When available for the entire year, Turbine/Generator #4 earns \$417,600 of capacity credits from the Village's wholesale power provider, Illinois Municipal Electric Agency (IMEA). Staff is recommending award of a contract to The Progress Group in an amount of \$222,895 to disassemble the rotor and determine the extent of the required repairs. At the conclusion of the inspection, the vendor will provide a breakdown of the cost to repair and return Unit #4 to service.

RECOMMENDATION:

Recommendation: Consider adoption of Resolution No. R-79-2022, approving a contract with The Progress Group, Inc. for services related to the repair of Unit #4 rotor in an amount not to exceed \$222,895.

ATTACHMENTS:

1. Agenda Report - Repair of the Unit #4 Rotor and Generator
2. Resolution No. R-79-22 - Approving a Contract with the Progress Group Inc. for Services Related to the Repair of the Unit #4 Rotor and Generator

AGENDA REPORT

Subject: Resolution No. R-79-2022, Approving A Contract With The Progress Group, Inc. For Services Related To The Repair of The Unit #4 Rotor And Generator

Prepared by: Brian Keys, Director of Water & Electric

Date: September 26, 2022

Executive Summary:

During a June 2022 generation dispatch, Generator #4, a 1953 Westinghouse unit, experienced an electrical failure. On site testing of the unit indicates an electrical short occurred within the rotor. Staff issued a Request For Proposal for the repair services associated with repair of the rotor. The full extent of the repair cannot be determined until the rotor is removed and disassembled. There is a financial incentive for the unit to be returned to service in a timely manner. When available for the entire year, Turbine/Generator #4 earns \$417,600 of capacity credits from the Village's wholesale power provider, Illinois Municipal Electric Agency (IMEA). Staff is recommending award of a contract to The Progress Group in an amount of \$222,895 to disassemble the rotor and determine the extent of the required repairs. At the conclusion of the inspection, the vendor will provide a breakdown of the cost to repair and return Unit #4 to service.

Background:

The Electric Department operates three steam turbine/generators and two diesel generators. Generator #4 provides 8,700 kW of the Village's overall 30,000 kW of generating capability. The generator was manufactured in 1953 by Westinghouse. The last overhaul on the #4 steam turbine was performed in 2006. No historical records have been located to indicate that the rotor was previously rewound. As such, it appears that the rotor in the generating unit is the original rotor.

Beyond providing backup contingency to the Village's electric grid, the generators at the Electric Plant provide financial support. IMEA pays the Village capacity credits in exchange for the right to dispatch the output of the generating units. When available for the entire year, the capacity credits for the three steam turbine/generators and two diesel units total \$1.4 million. Of this amount, turbine/generator Unit #4 earns \$417,600 of capacity credits on an annual basis. In the event that a unit is unavailable due to a forced outage, IMEA deducts capacity credits from the Village. With respect to the inoperable condition of Unit #4, the Village is forfeiting \$1,144/day (\$34,800/month) in capacity credits. In accordance with provisions in the contract with IMEA, the unit must be returned to service within one year of the forced outage date. If the unit is not returned to service by this date, the agency may elect to remove this unit from the contract and it would no longer earn capacity credits. The decision to repair the generating unit remains at the sole discretion of the Village. The Village is not required to repair the unit should it be determined the cost of repairs are too expensive or the generating unit is no longer needed.

Forced Outage Event:

IMEA dispatched Winnetka's generation during the period of June 13-15th. All three steam turbine/generators were placed on-line on June 13th and remained on-line through the evening of

June 15th. Prior to Unit #4 being shut down on Wednesday evening, the operator smelled and observed the presence of smoke and received a bus voltage alarm. The Plant Operator took immediate action to take the unit offline.

After performing an initial investigation, staff retained the services of The Progress Group to examine the generator rotor and exciter under the procurement authority of the Village Manger. With the generator rotor still in the generator, the contractor performed electrical testing and confirmed the existence of an electrical short. The contractor also noted a burned electrical lead within the rotor. Until the rotor is removed and disassembled, the full extent of repairs cannot be determined.

Request For Proposals:

Staff issued Request For Proposal #022-002 for the repair of the rotor. Although the extent of repairs is unknown, vendors were asked to provide a proposal for the labor, material, equipment, and professional services required to remove, disassemble, examine, perform non-destructive examination of components, balance and re-install the rotor. Vendors were also asked to provide a cost to complete a full rewind of the rotor, if required. Three companies, The Progress Group, Sidewinders LLC and Reliable Turbine Services LLC, submitted proposals. The proposal received from Reliable Turbine Services was deemed not responsive and/or not acceptable. The contractor's approach to the rotor repair was to bundle the work with an overhaul of the turbine. Although a future overhaul of Turbine #4 is contained in the Five Year Capital Improvement Plan (CIP), the RFP and required work scope was focused on the timely repair and return to service of Unit #4. Both The Progress Group and Sidewinders, LLC provided a cost breakdown for the work activities contained in the RFP. Enclosed is a summary of the responses.

Vendor	Cost To Remove Rotor, Transportation, Disassemble, Non-Destructive Examination & Determine Repair Cost	Cost To Rewind Rotor, Re-install and Balance	Total Estimated Cost
The Progress Group	\$227,895	\$300,905	\$528,800
Sidewinders, LLC	\$311,321	\$432,793	\$744,024

Based on their proposal and prior experience with the contractor, staff is recommending acceptance of the proposal submitted by The Progress Group. The Progress Group previously performed a repair of the rotor on generating Unit #6. Upon award of a contract, the contractor will mobilize a crew to begin the removal of the rotor, transport it to their facility, begin the disassembly of the rotor and perform non-destructing examination of the subcomponents such as the retaining rings. In approximately five weeks, the contractor will provide a report of their findings along with a cost proposal to repair the rotor. Upon receipt of the report and cost proposal, staff will then develop and present a recommendation to the Village Council at a subsequent Council meeting. If a full rewind of the rotor is ultimately required and approved, the repair work would extend into fiscal year 2023.

Repair Funding And Potential Outcomes:

The cost to repair Unit #4 rotor is not contained in the 2022 Electric Fund Budget. As such, the Electric Fund will incur the \$227,895 for the removal, disassembly and non-destructing testing required to develop the repair plan and cost. Proposed funding for this portion of the emergency

repair is to be taken from the Electric Department's cash reserve (\$5.6M). In the proposed 2023 Budget for the Electric Fund, staff is budgeting \$529,000 in the event that the inspection work and repair plan are not finalized and/or completed in fiscal year 2022. This amount incorporates the cost of a full rewind of the rotor.

In the event that the Council elects at some decision point not to proceed with returning the unit to service, the Village will need to notify IMEA of its decision. This will formally retire the generating unit and end the ability to secure the capacity credits (\$417,600) associated with this generating unit. Enclosed below are four potential scenarios which summarize the potential outcomes:

Scenario #1: Elect not to repair rotor #4. Turbine/Generator #4 is retired. The cost of wholesale purchased power increases by \$417,600 on an annual basis due to loss of capacity credits associated with the retirement of Turbine/Generator #4.

Cost: \$0 for further investigation and repair, resultant increase in the annual wholesale power cost in the amount of \$417,000.

Scenario #2: Proceed with the removal, disassembly and non-destructive testing required to get to an accurate cost to repair the rotor. In the worst case, the Village elects not to proceed with the repair based on unfavorable findings after incurring the cost to inspect and perform a non-destructing examination. Turbine/Generator #4 is retired. The cost of wholesale power increases by \$417,600 annual due to loss of capacity credits.

Cost: \$227,895 for removal, inspection and non-destructive examination, with an annual increase in the wholesale purchased power cost of \$417,600.

Scenario #3: Proceed with the removal, disassembly, and non-destructive examination and the cost to repair the unit is less than a full rotor rewind.

Cost: \$227,895 for removal and inspection and the repair cost is an amount less than \$300,905. Total cost for the repair ranges in the amount of \$228,000 – \$528,799. Based on annual capacity credits, payback period for the repair is 0.55 years to 1.3 years depending on the repair cost. (Note: For each month that the unit remains out of service, the Village does not receive \$34,800 in capacity credits.)

Scenario #4: Proceed with the removal, disassembly, and non-destructive examination and confirm that a full rewind of rotor is required.

Cost: Total cost is \$528,800. Based on annual capacity credits, payback period for repair is 1.3 years. (Note: For each month that the unit remains out of service, the Village does not receive \$34,800 in capacity credits.)

The Five Year CIP for the Electric Fund contains \$3.7 million in planned generation projects. Of this amount, two large projects: an overhaul (\$764,000) and boiler #4 tube repairs (\$1.4 million) are associated with the #4 Turbine/Generator. At a later date in 2023, staff will be presenting

information on the capital improvements required to enable the steam generation to run through the duration of the 2035 IMEA contract. Staff is confident that without the overhaul and/or boiler tube repairs that Turbine #4 can continue to function over a shorter term period of 2-3 years.

Recommendation: Consider adoption of Resolution No. R-79-2022, approving a contract with The Progress Group, Inc. for services related to the repair of Unit #4 rotor in an amount not to exceed \$227,895.

**A RESOLUTION APPROVING A CONTRACT WITH
THE PROGRESS GROUP, INC. FOR SERVICES RELATED TO
REPAIR OF THE UNIT #4 ROTOR AND GENERATOR**

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

WHEREAS, on June 15, 2022, Village Electrical Generator #4 experienced a failure which indicated that the generator's rotor ("**Rotor**") may require repair; and

WHEREAS, on July 18, 2022, the Village issued Request for Proposal #022-002 for work to assess the scope of necessary repair of the Rotor, including removal, examination, testing, and re-installation of the Rotor (collectively, "**Work**"); and

WHEREAS, the Village received three proposals ("**Proposals**") to provide the Work and opened the Proposals on August 19, 2022; and

WHEREAS, one of the Proposals was deemed non-responsive; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that The Progress Group, Inc. ("**Contractor**"), provided the lowest responsible proposal to provide the Work; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the Work in an amount not to exceed \$227,895.00 ("**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 hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in 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 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 the Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from the Contractor

within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the 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 6th day of October 2022, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA
ROTOR REPAIR CONTRACT

Contract Number: *RFP 022-002*

VILLAGE OF WINNETKA ROTOR REPAIR CONTRACT

Contract Number: *RFP 022-002*

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Contractor's Certification

Attachment A:	Supplemental Schedule of Contract Terms
Attachment B:	Specifications
Attachment C:	Special Project Requirements

VILLAGE OF WINNETKA ROTOR REPAIR CONTRACT

Contract Number: *RFP 022-002*

In consideration of the mutual promises set forth below, the Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093, an Illinois home rule municipal corporation ("Owner"), and *[name and address of successful bidder]*, a *[form of organization]* ("Contractor"), make this Contract as of _____, 2022, (the "Effective Date") and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, and the Special Project Requirements attached hereto as Attachment C.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith, if any.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract.
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

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1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

B. Number and Format. Contractor must provide *[three]* complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2" x 11". Two blue-line prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

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

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

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1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to concealed conditions and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

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1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all supply chain issues, COVID-19 issues, and natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this {00127460.2}

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Contract. Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "*Contractor*" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Deleted

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which

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Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

No payment, compensation, damages, or adjustment of any kind may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must

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pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials for a period of not less than one year from the date of Final Payment; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. In addition, Contractor shall assign any warranties from the manufacturer for any parts used as part of the Work, and shall cooperate with Owner in the event that a part breaks or needs repair that is under such manufacturers' warranty. The warranties herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranties that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in this Contract or by law. The above warranties may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment C requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

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ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of its elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in {00127460.2}

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Attachment A (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Payments

This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("*Punch List Work*").

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of {00127460.2}

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Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or {00127460.2}

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excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

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If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

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6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

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as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

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

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Village Manager

with a copy to:

Elrod Friedman LLP
325 N. LaSalle St., Ste 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

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

[name of successful proposer]
[address of successful proposer]

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

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7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor, and each subcontractor, must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: (i) if any portion of the Work requires it, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); (ii) the Fair Labor Standards Act; (iii) any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; (iv) any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; (v) and any statutes regarding safety or the performance of the Work, including the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

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

C. Prevailing Wage Act Certified Payroll. If the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act") applies to any portion of the Work, Contractor and each subcontractor, in order to comply with the Act, must submit certified payroll to the Illinois Department of Labor, in accordance with Section 5 of the Act.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

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CONTRACT

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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CONTRACT

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

VILLAGE OF WINNETKA

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

[name of contractor]

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

[contractor's executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "*Patriot Act*") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: Aug-19, 2022.

[name of contractor]

By: The Progress Group, Inc.

Name: Bryan Klassen

Title: Vice President

Attest:

By:

Name: Elizabeth A. Miller

Title: Notary Public

Subscribed and Sworn to before me on August 18, 2022.

My Commission expires: 9-17-2026

Notary Public

(SEAL)

ELIZABETH A MILLER
NOTARY PUBLIC
SEAL
LAKE COUNTY, STATE OF INDIANA
COMMISSION NO. NP0715856
MY COMMISSION EXPIRES SEPTEMBER 17, 2026

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**VILLAGE OF WINNETKA
ROTOR REPAIR CONTRACT**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

[Check applicable boxes and insert required information.]

1. Project:

Vendor is to provide all labor, material, equipment, and professional services required to perform the diagnostic testing, repair and reassembly of rotor.

2. Work Site:

Equipment is located at Village of Winnetka Electric Plant (725 Tower Road, Winnetka, IL)

3. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:

☐

[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]

☐

No Exceptions

4. Commencement Date:

☒

the date of execution of the Contract by Owner. Per customer request

☒

Max 40 days after execution of the Contract by Owner.

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ATTACHMENT A

_____2022_____

5. **Completion Date:**

☒ _____40 days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

☒ **per customer request**, 2022, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

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

(1) **Worker's Compensation**: Statutory;

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

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

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

All employees must be included as insureds.

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

(1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.

(2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence

(3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)

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ATTACHMENT A

- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions must be deleted.

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

All employees must be included as insured.

☒ D. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

☒ E. Deductible. Each policy must have a deductible or self-insured retention of not more than \$20,000.

☒ F. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

Comprehensive General Liability _____

The Additional Insured endorsement must identify Owner as follows:

The Village of Winnetka and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

7. Contract Price:

SCHEDULE OF PRICES

☒ A. UNIT PRICE CONTRACT

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ATTACHMENT A

NOTE: If Owner has provided a separate form Schedule of Pricing attached to this Attachment A, then that Schedule of Prices will be used and this Subsection B should not be used. If Owner has not provided a separate form Schedule of Prices, then this Subsection B should be used.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

Unit Price Item Description	Unit	Approx. Number of Units	Price Per Unit (\$)	Extension (\$)
Additional on-site diagnostic testing and problem identification		x	Completed by TPG	
Disassembly of generating unit and preparation of rotor for transport		1	\$43,350	\$43,350
Round trip loading, unloading and transportation of rotor to and from the vendor's repair facility and the owner's power plant.		1	\$14,450	\$14,450
Diagnostic testing and problem identification at vendor's facility.		1	\$8,320	\$8,320
Removal (and reinstallation) of rotor ends.		1	\$10,000	\$10,000
Inspection and Non-Destructive Testing (NDE) of rotor retaining rings.		1	\$97,900	\$97,900
Removal (and re-installation) of each rotor coil		1	\$61,100	\$61,100
Off site balancing of the rotor		1	\$6,740	\$6,740
Re-installation, alignment and balancing of the rotor and exciter		1	\$58,350	\$58,350
On site support for the initial startup and operation of the repaired unit for a minimum of 6 hour full load run and shut down		1	\$6,790	\$6,790
Vibration analysis of generating unit over the full range of operation from startup to shutdown.		1	\$3,650	\$3,650
On-site balancing of rotor after reinstallation at owner's power plant		1	3,650	\$3,650
If needed: Full re-wind of rotor		1	\$214,500	\$214,500
Other items (Vendor to add as needed):		N/A	N/A	N/A

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ATTACHMENT A



B. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to *[describe lump sum work]*, the total sum of (*write in numbers only*):

\$ 528,800.00

(2) For providing, performing, and completing all Work related to *[describe unit price work]*, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1 Disassembly, Inspection, NDT, Balance, unit prep, etc. per TABLE pg-4			\$299,850.00	\$299,850.00
2 Complete Repairs as shown in the TABLE on pg-4			\$214,500.00	\$214,500.00
3 Transportation as shown in TABLE on pg-4			\$14,450.00	\$14,450.00

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2) (*write in numbers only*):

\$528,800.00

D. 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.

8. Progress Payments:

A. Value of Work. The Value of the Work will be determined as follows:

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form

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ATTACHMENT A

and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

(2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. Per Diem Administrative Charge:

\$ N/A (no admin charges)_____

10. Standard Specifications:

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

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

See Attachment C for any special project requirements.

{00127460.2}

VILLAGE OF WINNETKA ROTOR REPAIR CONTRACT

ATTACHMENT B

SPECIFICATIONS

Vendor is to provide all labor, material, equipment, and professional services required to perform the following work and project deliverables.

Vendors shall submit a proposal that addresses the following:

- Detailed outline for the testing diagnostics and approach required to determine the extent of problem and repair.
- Vendor to disconnect and remove the exciter.
- Vendor to disconnect rotor and remove the rotor from the generator.
- Vendor will be responsible for all cradling and preparation of the unit for shipping.
- Vendor will arrange transportation to and from the vendor's facility.
- Vendor will load and unload rotor at both facilities.
- Vendor will be responsible for the rotor while offsite and during transit.
- Vendor will be required to perform the following tests at the minimum. Any other tests that should be required should be noted on the proposal.
 11. Winding insulation testing
 12. Pole balance
 13. Winding, turn to turn voltage search coil, short turns
 14. DC resistance
 15. Winding, High potential radial stud leakage
 16. NDE testing on rotor rings
 17. Low speed balance
 18. Rotor and exciter alignment
 19. Balancing rotor after installed if required
 20. Perform vibration analysis from startup to shut down
- Vendor to provide pricing proposal for the repair or rewind of rotor if required.
- Vendor shall report all findings to the Village during testing before proceeding with any repair work.
- After testing and all repairs have been completed the vendor will be responsible for the installation and alignment and balancing of the rotor and exciter.
- Vendor shall be onsite for the initial startup, minimum 6hr full load run and shut down
- Detailed report to document all testing, repairs, and assembly is to be provided. Report is required prior to final payment.
- Vendor shall provide pricing for additional scenarios that may be encountered based on their experience and the information provided.
- In the event that a different problem may exist, vendor is to identify likely repair issues and provide pricing proposal.

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VILLAGE OF WINNETKA ROTOR REPAIR CONTRACT

ATTACHMENT C

SPECIAL PROJECT REQUIREMENTS

The vendor is to include the likely costs associated with the repair. The vendor should also include the cost for a complete rewind. At a minimum, a schedule of costs for the following activities should be included:

- a. Any additional on-site diagnostic testing and problem identification.
- b. Disassembly of generating unit and preparation of rotor for transport.
- c. Round trip loading, unloading and transportation of rotor to and from the vendor's repair facility and the owner's power plant.
- d. Diagnostic testing and problem identification at vendor's facility.
- e. Removal (and reinstallation) of rotor ends.
- f. Inspection and Non-Destructive Testing (NDE) of rotor retaining rings.
- g. Removal (and re-installation) of each rotor coil.
- h. Off site balancing of the rotor.
- i. Re-installation, alignment and balancing of the rotor and exciter.
- j. On site support for the initial startup and operation of the repaired unit for a minimum of 6 hour full load run and shut down.
- k. Vibration analysis of generating unit over the full range of operation from startup to shutdown.
- l. On-site balancing of rotor after reinstallation at owner's power plant.

**VILLAGE OF WINNETKA
ROTOR REPAIR CONTRACT**

ATTACHMENT D

Unit #4 Generator Rotor and Exciter Inspection & Test Report

(9 pages)

Inspection Test Report Available Upon Request to Village Manager's Office



Agenda Item Executive Summary

TITLE: Resolution No. R-105-2022: Purchase of Property MWRD Grant (Adoption)

PRESENTER: Emily Grimm

AGENDA DATE: October 6, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

As part of the Crow Island Stormwater Project, a large box culvert is being installed between Crow Island and the Cook County Forest Preserve, along Sunset Road. There is one property, 1205 Sunset, that would be most affected by this construction. The property is at the end of Sunset Rd, abutting the park. In March of 2021, the Village submitted a grant application to the Metropolitan Water Reclamation District (MWRD) Flood Prone Property Acquisition Program, and were approved for the program.

EXECUTIVE SUMMARY:

To participate in the Flood Prone Property Acquisition Program, an Intergovernmental Agreement (IGA) must be established between the Village and MWRD. This IGA outlines the stipulations for the acquisition of the parcel, reimbursement by the MWRD, ownership, maintenance, and conversion to open space.

The purchase price for the property of \$1,295,000 is based off the average of two independent appraisals, both approved by MWRD. Through MWRD Property Acquisition Program grant, the Village will be reimbursed for up to \$900,000 of the purchase price, so the Village portion would be \$395,000. The acquisition of this lot would minimize construction disruptions for the residents on Sunset, and provide a better final design. There would also be cost savings from changes in the design made possible by the property acquisition.

MWRD has communicated that this money is only guaranteed in the 2022 fiscal year, thus the need to finalize the IGA and present an offer to the homeowners quickly. Once acquired, the house will be demolished, and the land must be deeded as open space in perpetuity.

RECOMMENDATION:

Consider adoption of Resolution No. R-105-2022, granting authority to enter into an IGA with the MWRD for the acquisition, conversion, and maintenance of 1205 Sunset, a flood-prone parcel.

ATTACHMENTS:

1. Resolution No. R-105-2022 Purchase of Property - MWRD Grant

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER
CHICAGO FOR THE ACQUISITION, CONVERSION, AND MAINTENANCE OF A
FLOOD PRONE PARCEL IN THE VILLAGE**

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, in light of several recent, large-scale flooding events, the Village desires to improve its stormwater management, in-part, by converting certain flood-prone parcels within the Village to open space and other stormwater management uses; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76.1-1, the Village has the authority to purchase real property for public purposes; and

WHEREAS, pursuant to the Metropolitan Water Reclamation District Act, 70 ILCS 2605/1 *et seq.*, the Metropolitan Water Reclamation District of Greater Chicago (“**MWRD**”) is authorized to finance activities related to local storm water management projects in Cook County; and

WHEREAS, the Village has identified a flood-prone parcel commonly known as 1205 Sunset Road in Winnetka, Illinois (“**Property**”) which the Village desires to acquire, convert to open space, and manage so as to facilitate stormwater infrastructure; and

WHEREAS, the Village and the MWRD desire to enter into an intergovernmental agreement for the MWRD reimburse the Village for a portion of the costs related to the acquisition of the Property in accordance with the terms and conditions of the intergovernmental agreement attached to this Resolution as **Exhibit A (“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 a similar form as attached to this Resolution as Exhibit A, and in a final form to be approved by the Village Manager and 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 90 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 6th day of October, 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 ACQUISITION, CONVERSION TO OPEN SPACE,
AND MAINTENANCE OF A FLOOD PRONE PARCEL OF REAL PROPERTY
LOCATED NEAR SKOKIE RIVER 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 (“Village”), a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois. 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 amended Act further authorizes the MWRDGC to acquire by purchase from a willing seller in a voluntary transaction real property in furtherance of the MWRDGC’s stormwater management activities; and

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

WHEREAS, the Village is a home rule unit, which, pursuant to Article VII, Section 6 of the Illinois Constitution, may exercise any power and perform any function pertaining to its government and affairs except as expressly limited by law; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76.1-1, the Village has the express authority to purchase real property for public purposes; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., provides that any power or powers, privileges or authority that are exercised or that may be exercised by a unit of local government, may be exercised jointly with another unit of local government; and

WHEREAS, the Skokie River is a regional waterway running through the Village; and

WHEREAS, 236 homes located east of the Skokie River in the Village continuously experience flooding as a result of being in a 100-year floodplain. To combat this problem, the Village has committed to constructing a comprehensive stormwater improvement project; and

WHEREAS, the Village has identified one home, located at 1205 Sunset Road ("Parcel") and identified in Exhibits A and B attached hereto and incorporated herein by reference, to convert to open space to facilitate the construction of stormwater infrastructure on the Parcel for the benefit of the homes referenced above. It is hereby in the public interest that the Parcel be acquired and converted to advance the project proposed by the Village; and

WHEREAS, the Village will acquire, demolish, maintain, and develop the Parcel ("Project") in accordance with this Agreement. Additionally, the Village will own and maintain the Parcel in perpetuity; and

WHEREAS, the Project may be accomplished more effectively, economically, and comprehensively with the Village and the MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, on _____, 2022, the MWRDGC's Board of Commissioners authorized the MWRDGC to enter into an intergovernmental agreement with the Village, wherein among other items the MWRDGC would commit an amount not to exceed Nine Hundred Thousand Dollars (\$900,000.00) towards this Project; and

WHEREAS, on _____, 2022, the Village's 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 hereby agree as follows:

Article 1. Incorporation of Recitals

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

Article 2. Acquisition of Parcel

1. Exhibit A identifies the Parcel to be included in the Project by street address and Property Index Number (PIN). No additional properties will be included in the Project without prior written consent of both the Village and the MWRDGC, and an amendment to the Agreement, properly executed.
2. The Village shall establish and manage a process to purchase the Parcel that is voluntarily offered for sale by the current owner pursuant to the procedures described in this Section. Specifically, no eminent domain actions are to be considered for the Project.
3. The Village will retain two (2) certified real estate appraisers (“Appraisers”) to perform appraisals on the Parcel, at the Village’s sole cost and expense. Each Appraiser shall be pre-approved by the MWRDGC. The purchase price offered for the Parcel shall be determined based upon the appraisals as follows: (1) if the two (2) appraised values for the Parcel are equal, that amount shall be the offered purchase price for that Parcel; or (2) in the event that there is a difference in the appraisals for the Parcel, the average of the two appraised values shall be the offered purchase price for the Parcel. As the MWRDGC will only reimburse the Village for seventy-five (75) percent of the average of the appraised values, any compensation paid to the Parcel owner above seventy-five (75) percent of the appraised value shall be the sole financial responsibility of the Village.
4. The Village may, in its discretion and at its sole cost and expense, utilize the services of an agent or a third party for coordinating offers to, and responses from, the Parcel owner.
5. The Parcel owner shall have thirty (30) calendar days from the date the offer to purchase is conveyed to accept. Failure to accept the offer within the thirty (30) calendar day period shall be deemed a rejection of the offer.
6. Any rejected offers will be recorded in the Village’s local floodplain property files, with confirmation sent to the MWRDGC.

7. In the event that the offer is accepted, the Village shall coordinate the real estate closing and shall be responsible for all associated buyer closing costs. Likewise, the seller shall be responsible for all associated seller closing costs.

Article 3. Reimbursement by the MWRDGC

1. The Village shall seek reimbursement from the MWRDGC for the Parcel within ninety (90) calendar days after acquisition. The maximum reimbursement amount paid by the MWRDGC for the Parcel shall not exceed seventy-five (75) percent of the appraised value of the Parcel.
2. The Parties acknowledge that the MWRDGC's reimbursement ("Reimbursement Funds") is strictly limited to no more than seventy-five (75) percent of the appraised value of the Parcel and shall not include reimbursement for closing costs, taxes, title fees, or any other costs or expenses. In no event will the total Reimbursement Funds exceed \$900,000.00.
3. Prior to execution of this Agreement, the Village shall provide the MWRDGC with each of the following ("Initial Village Deposits"):
 - a. Certified copies of the ordinance(s) or resolution(s) of the Village President and Village Council authorizing the Village to purchase the Parcel and to execute and deliver this Agreement and all other documents necessary to authorize the transfer and conveyance to the Village the respective interests in the Parcel and all other actions contemplated pursuant to this Agreement; and
 - b. Duly executed and certified Incumbency Certificate of the Village with respect to the individual or individuals duly authorized to execute documents and bind the Village with respect to the transaction set forth in this Agreement.
4. The Village, following the acquisition of the Parcel, shall provide the MWRDGC with the following items with respect to the Parcel ("Subsequent Deposits"):
 - a. Copy of the recorded warranty deed conveying to the Village, either free and clear of all liens, encumbrances or adverse interests or subject only to encumbrances which cannot be removed from title but which are insured over pursuant to a valid title insurance policy, fee simple title to the Parcel described in Exhibit A. Such warranty deed shall be in form and substance consistent with the Model Deed Restriction attached hereto as Exhibit C. The warranty deed shall include a reference to the street address and PIN; and
 - b. Copies of the Affidavit of Title, GAP Undertaking, and American Land Title Association (ALTA) Statement for the Parcel; and

- c. Copy of a title insurance policy insuring the Village as the owner of the Parcel, free and clear of all liens, encumbrances, or adverse interests or subject to encumbrances covered by the policy, except for the usual and customary title exceptions and subject to permanent easements in favor of the Parties for the purposes set forth in this Agreement, and otherwise in form and substance reasonably acceptable to the Village (“Title Policy”). The Village shall pay all costs of the Title Policy; and
 - d. Copy of the recorded blanket utility and drainage easement in favor of the MWRDGC in the form and substance required in Exhibit C; and
 - e. Copy of the fully executed HUD and/or Closing Statement for the acquisition of the Parcel.
5. The Village acknowledges that the MWRDGC must review and approve the Initial Village Deposits and Subsequent Deposits before providing the Reimbursement Funds to the Village.
 6. The MWRDGC will reimburse the Village for seventy-five (75) percent of the appraised value of the Parcel within sixty (60) calendar days after receipt and approval of a written reimbursement request, with such sum not to exceed a total amount of \$900,000.
 7. The maximum reimbursement amount under this Agreement is based on the funding amount that the MWRDGC’s Board of Commissioners appropriated for this Project. Any additional funding sought from the MWRDGC by the Village beyond that which was previously approved and appropriated will require additional approval of the MWRDGC’s Board of Commissioners.

Article 4. Ownership; Maintenance; Conversion to Open Space

1. The Village will obtain all federal and state permits, in the name of the Village, as may be necessary to implement and maintain the Project. The Village will be responsible for paying any and all permit fees that may be required for the issuance of a permit for the Project. The Village will be responsible for obtaining any local permits required to construct and maintain the Project and will provide copies of all such permits obtained to the MWRDGC. Execution of this Agreement does not relieve the Village from obtaining any permits required by the MWRDGC.
2. The Village will be responsible for abiding by all federal, state, and local laws, ordinances, rules, and regulations during construction, operation, and maintenance of the Project.
3. The Village shall be responsible for demolishing the Structure located on the acquired Parcel, at its sole cost and expense. All demolition of the Structure shall comply with the Cook County

Demolition Debris Diversion Ordinance (Chapter 30, Environment, Article V, Sec. 30-769 through 30-775 of the Cook County Code).

4. The Village shall be responsible, at its sole cost and expense, for all tasks related to the conversion of the acquired Parcel to open space including, but not limited to, grading and re-seeding of the Parcel after the Structure located thereon has been demolished.
5. The Village shall be responsible, at its sole cost and expense, for ensuring perpetual public ownership and maintenance as open space of the acquired Parcel. The Parties acknowledge and agree open space may include public improvements open on all sides and functionally related to a designated open space or recreational use; public restrooms; or improvements compatible with open space and that conserve the natural function of the floodplain.
6. 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 shall reimburse the MWRDGC the entire cost that the MWRDGC incurred to perform the required maintenance.
7. The Village may only transfer the Parcel to a unit of state or local government for public use in accordance with this Agreement, including the requirements of the Model Deed Restriction (Exhibit C). Any proceeds from the sale of the Parcel acquired pursuant to this Agreement, other than nominal consideration, must be reimbursed to the MWRDGC.
8. Nothing in this Agreement shall be construed as creating an ownership or property interest for the MWRDGC in the Parcel purchased in conjunction with this Agreement.

Article 5. Termination

1. Prior to the conveyance of the first offer to the Parcel owner, either Party may, at its option, and upon giving notice to the other Party in the manner provided in Article 22 of this Agreement, terminate this Agreement as it pertains to the entire Project.
2. 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 6. Effective Date

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

Article 7. Duration

Subject to the terms and conditions of Article 4 above, this Agreement will remain in full force and effect for perpetuity.

Article 8. Non-Assignment

Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party.

Article 9. 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 10. Indemnification

The Village shall 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) the exercise of any right, privilege, or authority granted to the Village under this Agreement; or (2) the purchase or failure to purchase the Parcel set forth in this Agreement.

Article 11. 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 12. 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 13. Disclaimers

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

Article 14. 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, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 15. 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 had 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 16. 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.

Article 17. 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 herein.

The Village agrees 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 time that they are performing work under this Agreement.

Article 18. 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 shall be implied that are not expressly set forth in this Agreement.

Article 19. Amendments

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

Article 20. References to Documents

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

Article 21. Judicial and Administrative Remedies

The Parties agree that this Agreement and any subsequent amendment shall 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 an 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 shall not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 22. Notices

Unless otherwise stated in this Agreement, all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth in Article 23 of this Agreement. 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 shall 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 the normal business hours of the recipient, or on the next business day, if delivery was outside the normal business hours of the recipient. In the heading of all notice, the Parties must identify the Project by stating as follows: “IGA Between the Village Of Winnetka and the MWRDGC for a Flood Prone Parcel of Real Property Located Near Skokie River in Winnetka, Illinois”.

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 23 of this Agreement unless otherwise specified and agreed to by the Parties.

Article 23. 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 the MWRDGC:
Director of Engineering
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
Email: OConnorC@mwrdr.org

For the Village:
Village Manager
Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Phone: (847) 716-3541
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 24. Interpretation and Execution

1. The Parties agree that this Agreement shall 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 25. Exhibits and Attachments

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

Exhibit A: Identification of Parcel

Exhibit B: Parcel Map

Exhibit C: Model Deed Restriction

Exhibit D: MWRDGC Board Order

Exhibit E: Reimbursement Form

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

VILLAGE OF WINNETKA

BY: _____
Christopher Rintz, Village 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