

**Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
Tuesday, April 21, 2015
7:00 p.m.**

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

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) April 28, 2015 Special Meeting
 - b) May 5, 2015 Regular Meeting
 - c) May 12, 2015 Study Session
- 4) Approval of Agenda
- 5) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) April 9, 2015 Rescheduled Regular Meeting..... 3
 - b) Approval of Warrant List dated April 3 to April 16, 20158
 - c) Police Patrol Vehicle Purchase9
- 6) Stormwater Report: None.
- 7) Ordinances and Resolutions
 - a) Resolution No. R-8-2015 - Approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203 – Adoption15
 - b) Ordinance No. M-10-2015: 1050 Spruce Street, Variations for the Construction and Use of a New Detached Garage – Introduction72
 - c) Public Hearing – Consideration of Ordinance No. M-11-2015: Rezoning 96 and 100 Church Road as R-2 Single-Family Residential – Introduction.....112
- 8) Public Comment
- 9) Old Business: None.

10) New Business

- a) 15kV Distribution Switchgear, Bid #015-007121
- b) 2500 kVA Transformer Bid, Bid #015-008125
- c) Change Order for Primary Cable, the Okonite Company128

11) Appointments

12) Reports

13) Executive Session

14) Adjournment

NOTICE

All agenda materials are available at villageofwinnetka.org (Government > Council Information > Agenda Packets & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2nd floor).

Broadcasts of the Village Council meetings are televised on Channel 10 and AT&T Uverse Channel 99 every night at 7 PM. Webcasts of the meeting may also be viewed on the Internet via a link on the Village’s web site: <http://winn-media.com/videos/>

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 – Megan Pierce, at 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

**MINUTES
WINNETKA VILLAGE COUNCIL
RESCHEDULED REGULAR MEETING
April 9, 2015**

(Approved: xx)

A record of a legally convened rescheduled regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chamber on Thursday, April 9, 2015 at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:05 p.m. Present: Trustees Arthur Braun, Carol Fessler, Richard Kates, William Krucks, and Stuart McCrary. Absent: Trustee Marilyn Prodromos. Also present: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Village Attorney Peter M. Friedman, Director of Community Development Mike D'Onofrio, Director of Water & Electric Brian Keys, and approximately 12 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) April 14, 2015 Study Session. All of the Council members present indicated that they expected to attend.
 - b) April 21, 2015 Regular Meeting. All of the Council members present indicated that they expected to attend.
 - c) May 5, 2015 Regular Meeting. All of the Council members present indicated that they expected to attend.
- 4) Approval of the Agenda. Trustee McCrary, seconded by Trustee Fessler, moved to approve the Agenda. By roll call vote, the motion carried. Ayes: Trustees Braun, Fessler, Kates, Krucks, and McCrary. Nays: None. Absent: Trustee Prodromos.
- 5) Consent Agenda
 - a) Village Council Minutes.
 - i) March 10, 2015 Study Session.
 - ii) March 17, 2015 Regular Meeting.
 - b) Warrant List. Approving the Warrant List dated March 13 to April 2, 2015 in the amount of \$632,027.21.
 - c) Resolution R-7-2015: Bid 015-005, Village Custodial Services – Adoption. A Resolution approving a contract with Crystal Management & Maintenance Services for custodial services, with the exception of the Water & Electric Plant administrative areas, for a proposed monthly fee of \$4,205, in accordance with the bid tabulation.
 - d) Trenchless Relining of Sanitary Sewers: 2014 Bid Extension and 2015 Change Order. An item awarding a change order in the amount of \$118,260.46 to add the proposed 2015 trenchless lining of sanitary sewers to the 2014 contract with Insituform Technologies, for a total contract amount of \$246,909.22.

- e) FPCC South of Tower Road Pond Stabilization Project. A rejection of all bids for the FPCC South of Tower Road Pond Stabilization Project and authorization for staff to re-bid the project.
- f) Bid #015-016, Water Plant, Sediment Removal and Valve Replacement. An authorization for the Village Manager to award a contract to Northern Divers USA in the amount of \$88,788 for sediment removal and replacement of valves in the Water Plant's raw water wet well in accordance with the terms of Bid #015-016.
- g) Annual Outdoor Seating Permit: Once Upon a Bagel. Approval of the 2015 outdoor seating permit application for Once Upon a Bagel.
- h) 2014-15 Salt Purchase: Additional Order. An approval of an increase in the current purchase order with Morton Salt for the purchase of an additional 400 tons of salt at the agreed-to unit price of \$51.69, for an amount not to exceed \$26,676.

Trustee Fessler, seconded by Trustee McCrary, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Braun, Fessler, Kates, Krucks, and McCrary. Nays: None. Absent: Trustee Prodromos.

6) Stormwater. No report.

7) Ordinances and Resolutions.

- a) Ordinance MC-3-2015: Amending Special Use Permit Regulations to Streamline the Process – Amendment & Adoption. Mr. D'Onofrio reviewed the discussion at the March 17 Council meeting. A number of amendments were made to the draft Ordinance at introduction, which he described, starting on page 9 of the agenda packet.

Trustee Fessler asked if expanding the notice condition to 500 feet would necessarily interfere with the objection provision. Attorney Friedman explained that expanding the notice area does not mean the area for formal objectors also must be expanded.

Mr. D'Onofrio added that it will not be a hardship for staff to calculate the boundary for formal objections.

Trustee Braun challenged the idea that passing the Subject Ordinance will enhance the Village's commercial districts or bring more foot traffic to the areas.

Trustee Kates explained that merchants and building owners have been asking for simplification of the special use permit (SUP) approval process, which is why the Subject Ordinance is under consideration.

Trustee Fessler added that there are other factors that must be considered for downtown revitalization, but a contribution is being made by streamlining the SUP approval process.

Trustee Kates, seconded by Trustee Krucks, moved to amend Ordinance MC-3-2015. By voice vote, the motion carried.

Trustee Fessler, seconded by Trustee Krucks, moved to adopt MC-3-2015. By roll call vote, the motion carried. Ayes: Trustees Fessler, Kates, Krucks, and McCrary. Nays: Trustee Braun. Absent: Trustee Prodromos.

- b) M-5-2015: Hubbard Woods Park, 939 Green Bay Road, Special Use Permit for the Park District – Adoption. Mr. D’Onofrio reviewed this request for a special use permit to allow the Winnetka Park District to renovate Hubbard Woods Park. He explained that three areas of concern were raised during introduction at the March 17 meeting: (i) the relocation of the playground; (ii) the design of the pavilion building; and (iii) parking issues. He said a letter from Parks Director Robert Smith addressing those concerns was included in the agenda packet.

Mr. D’Onofrio said he visited the businesses located along Gage Street east of Green Bay Road to discuss their parking concerns, and they expressed a strong preference for short-term parking to accommodate quick turnovers for their patrons. He suggested that several short-term spaces be added on the north side of Gage Street.

Trustee Kates said the playground should stay in its current location so its users will park in the parking garage instead of on the street.

Trustee Krucks suggested that the Village be flexible on the parking issue and work with businesses and park users to balance the interests of both groups.

Mr. Smith reviewed his March 31 letter to the Village addressing the Council’s concerns, and he explained that the approval process has been ongoing for almost two years. The Park District conducted extensive outreach to the community, both businesses and residents, and also worked diligently with Village staff to refine the plan. He noted that the goal is to strengthen and improve a landmark in the Hubbard Woods business district and generate excitement in the community.

Trustee Braun suggested relocating commuter parking to the parking garage and increasing short term parking in the area around the park to manage the parking problem.

Trustee Fessler expressed disappointment that nothing was done to redesign the pavilion building. Mr. Smith described the lengthy Design Review Board process, which granted final approval of the design, and added that the Park Board also approved the design.

Trustee Krucks pointed out that the Park District is a public body spending the same public money the Village does, and it has followed the lengthy approval process of Village’s advisory boards. He noted that parking concerns can be managed, and should not derail the project, and he added that the community is in favor of the project. Finally, he recommended positive action on the part of the Council.

Trustee McCrary said the process has been long and thoughtful; and the plan is ambitious, very attractive, and will bring people to the Hubbard Woods shopping district. He observed that the design of the pavilion building has consistent elements throughout, and that, while aesthetics are a subjective issue, in his opinion it fits in with the park very nicely.

Trustee Fessler noted that as a Trustee, she has a perspective that must look beyond the park users, and take into account visitors to Winnetka as well. She said while she was disappointed with the Park District’s lack of responsiveness on the building design, she would accord a special measure of intergovernmental support by voting to approve the proposal.

President Greable noted that nothing is ever perfect, but that the project was thoroughly vetted and he was in favor of the application.

Dan Vosse, Private Road. Mr. Vosse said he hoped the large Oak trees in the park will not be harmed by the renovation; he expressed concern for the safety of children around the water feature; and he asked if his tax bill would increase as a result of the project.

Mr. Smith noted that bonds were sold to pay for the park improvements, and some of the costs are being defrayed through the receipt of a state grant. He said a major objective of the plan design was to preserve the Oak trees; and a decorative iron fence will enclose the play area to provide for the safety of the children playing there.

Brad McLane, Park Board President. Mr. McLane thanked the Council for their approval.

Trustee Braun said the new park will have a positive impact on the Hubbard Woods area and is a magnificent change for the area.

Trustee Braun, seconded by Trustee Krucks, moved to adopt Ordinance M-5-2015. By roll call vote, the motion carried. Ayes: Trustees Braun, Fessler, Krucks, and McCrary. Nays: Trustee Kates. Absent: Trustee Prodromos.

8) Public Comment. None.

9) Old Business. None.

10) New Business.

- a) Village Hall Standby Generator, Installation. Mr. Keys reviewed the process for installing a natural gas generator for Village Hall so that critical functions would continue during a large electrical outage.

Trustee Braun, seconded by Trustee Fessler, moved to authorize the Village Manager to award a contract to Adlite Electric Co. in the amount of \$101,660 for the installation of the generator, automatic transfer and associated equipment according to the terms of Bid #015-013. By roll call vote, the motion carried. Ayes: Trustees Braun, Fessler, Kates, Krucks, and McCrary. Nays: None. Absent: Trustee Prodromos.

11) Appointments.

- a) Trustee Fessler, seconded by Trustee Braun, moved to appoint Mark Naumann to the Zoning Board of Appeals, to fill a vacancy that was created when Scott Myers was elected to the Village Council. By voice vote, the motion carried.
- b) Trustee Fessler, seconded by Trustee Braun, moved to appoint Thomas Kehoe to the Zoning Board of Appeals, to fill a second vacancy that was created when Andrew Cripe was elected to the Village Council. By voice vote, the motion carried.
- c) Trustee Fessler, seconded by Trustee Braun, moved to appoint John Sobel to the Firefighters Pension Board, to replace David Bender, effective immediately. By voice vote, the motion carried.
- d) Trustee Fessler, seconded by Trustee Braun, moved to appoint Paula Horn to the Police Pension Board, to replace Richard Glenn, effective immediately. By voice vote, the motion carried.

- e) Trustee Fessler, seconded by Trustee McCrary, moved to re-appoint Paul Dunn to the Business Community Development Commission, effective immediately. By voice vote, the motion carried.
- f) Trustee Kates, seconded by Trustee Fessler, moved to re-appoint Jack Coladarci to the Plan Commission, effective immediately. By voice vote, the motion carried.
- g) Trustee Braun, seconded by Trustee Fessler, moved to re-appoint Ed Woodbury to the Board of Fire and Police Commissioners, effective immediately. By voice vote, the motion carried.

12) Reports.

- a) Village President. President Greable congratulated Trustees-elect Bill Krucks, Scott Myers and Andrew Cripe on their election as Village Trustees in Tuesday's election. He also noted that the *Winnetka Report* was recently mailed, and he encouraged the community to read it.
- b) Trustees.
 - i) Trustee Fessler reported that the Winnetka Current has been publishing her weekly feature column about early 20th Century Winnetka. She also noted that she went to Springfield a few weeks ago with a Northwest Municipal Conference delegation to lobby on behalf of municipalities against Local Government Distributive Fund budget cuts. She encouraged her fellow Trustees to visit Springfield if time permits, as it was an educational day.
 - ii) Trustee McCrary announced that the Environmental & Forestry Commission's commercial refuse/recycling bins are being installed in the business districts.
 - iii) Trustee Kates reported on the Plan Commission meetings for One Winnetka Planned Development application, noting that there was a very big community response. He also expressed praise for the Police Department's 2014 Annual Report.
 - iv) Trustee Krucks reported on the proceedings at the last Landmark Preservation Commission meeting, and he echoed Trustee Kates praise for the Police Department's 2014 Annual Report.
- c) Attorney. None.
- d) Manager. None.

13) Executive Session. Trustee Fessler moved to adjourn into Executive Session to discuss Personnel and Pending and Probable Litigation, pursuant to Sections 2(c)(1) and 2(c)(11) of the Illinois Open Meetings Act. Trustee Braun seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Braun, Fessler, Kates, Krucks, and McCrary. Nays: None. Absent: Trustee Prodromos.

President Greable announced that the Council would not return to the open meeting after Executive Session. The Council adjourned into Executive Session at 9:21 p.m.

14) Adjournment. Trustee Braun, seconded by Trustee Fessler, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:36 p.m.



Agenda Item Executive Summary

Title: Approval of Warrant List Dated April 3 - April 16, 2015

Presenter: Robert M. Bahan, Village Manager

Agenda Date:

04/21/2015

Consent:

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Item History:

None.

Executive Summary:

The Warrant List for the April 21, 2015 Regular Council Meeting was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List for the April 21, 2015 Regular Council Meeting.

Attachments:

None.



Agenda Item Executive Summary

Title: Police Patrol Vehicle Purchase

Presenter: Patrick Kreis, Chief of Police

Agenda Date:

04/21/2015

Consent:

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Item History:

The Police Department is equipped with a fleet of vehicles manufactured by both Chrysler / Dodge and Ford Motor Companies. The vehicles purchased for patrol use are typically designed with special police package options to increase their suitability and reliability. The typical lifespan of these patrol vehicles is about 85,000 police duty miles.

Executive Summary:

The Department maintains a mixed-fleet of marked patrol vehicles rather than purchase all of one type of vehicle. A mixed-fleet enables more flexibility and safeguards against manufacturing recalls. The Dodge Charger continues to provide good service and was the last patrol vehicle added to the fleet.

For this replacement, the department is seeking to purchase a 2016 Ford Utility Police Interceptor. The vehicle is a specially designed and built version of the Ford Explorer. The vehicle's all wheel drive capability, increased storage and other features make it well suited as a police patrol vehicle.

The first Ford Utility Police Interceptor purchased in 2014 has provided good service the Department. Somewhat surprisingly, it is amongst the most fuel efficient of the marked patrol vehicles in the fleet. The new vehicle will replace Police Squad #448, a 2008 Dodge Charger with 87,000 miles.

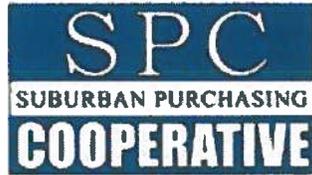
The Ford Utility Police Interceptor is available through the Suburban Purchasing Cooperative specified to the needs of the Department for \$28,228. This amount is within the current year's budget.

Recommendation:

Consider approving purchase of a 2016 Ford Utility Police Interceptor for \$28,228.

Attachments:

Suburban Purchasing Cooperative, Contract #122 Specifications for 2016 Ford Utility Police Interceptor.



2016 Ford Utility Police Interceptor AWD Contract # 122



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

GOOD THRU: November 8th, 2015





2016 Ford Utility Police Interceptor AWD

Contract # 122

\$24,800.00

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Alternator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Advanced
Trac and traction control
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster
Black Grill
Headlamps-LED Low Beam
Halogen Hi Beam
Lift Gate Release Switch - 45
Second Time out

Rearview Camera With Washer
All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single Zone Manual Climate
Control
Power Windows - 1 Touch
Up/Down
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery Within 30 Miles
Locking Glove Box

Standard Warranty:

Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5Years/60,000 Mile

Optional Equipment:

<input type="checkbox"/>	99T	3.5L V-6 EcoBoost	\$3,120.00
<input checked="" type="checkbox"/>	51Y	Spot Light Drivers Side Incandescent	\$215.00
<input type="checkbox"/>	942	Daytime Running Lights	\$38.00
<input type="checkbox"/>	51R	Spot Light Drivers Side LED Bulb	\$395.00
<input type="checkbox"/>	51Z	Dual Spot Lights Incandescent	\$298.00
<input type="checkbox"/>	51S	Dual Spot Lights LED Bulb	\$527.00
<input type="checkbox"/>		Code3 Light Bar – loose shipped *New Pricing	\$1,349.00
<input type="checkbox"/>	52B	Enhanced PTU Cooler 52B - requires EcoBoost 99T	\$2553.00
<input type="checkbox"/>		Control Box For Lights – loose shipped	\$175.00
<input type="checkbox"/>		Two Tone Vinyl Package - call for options	\$794.00
<input type="checkbox"/>	21L	Front Auxiliary Light Red/Blue - requires option 60A	\$481.00
<input type="checkbox"/>		Vinyl Word Wrap "Police"	\$726.00
<input type="checkbox"/>		16" Push Bumpers	\$665.00
<input type="checkbox"/>	65L	18" Full Wheel Face Covers	\$51.00
<input checked="" type="checkbox"/>	60A	Pre-wiring grill lamp, siren, speaker	\$50.00
<input type="checkbox"/>	18X	100 Watt siren/speaker	\$300.00
<input checked="" type="checkbox"/>		Keyed Alike - Code #	\$44.00
<input type="checkbox"/>	90D	Ballistic drivers door panel	\$1,448.00
<input type="checkbox"/>	90E	Ballistic front door panels	\$2,794.00
<input type="checkbox"/>	21W	Forward Indicator - Red/Blue Pocket Warning Light	\$558.00
<input checked="" type="checkbox"/>	53M	Sync	\$295.00
<input type="checkbox"/>	19L	Lockable gas cap	\$20.00
<input checked="" type="checkbox"/>	55B	Blind spot monitoring-requires Sync 53M	\$490.00
<input type="checkbox"/>	595	Remote keyless entry n/a with keyed alike	\$255.00
<input checked="" type="checkbox"/>	76R	Reverse sensing	\$254.00
<input type="checkbox"/>	41H	Engine block heater	\$35.00
<input type="checkbox"/>	16C	1 st & 2 nd row carpet	\$107.00
<input type="checkbox"/>	68G	Rear handles & locks inoperable	\$35.00
<input type="checkbox"/>	18W	Rear window switches delete	\$35.00
<input type="checkbox"/>	63B	Side Marker LED - Red/Blue - Requires 60A	\$254.00
<input checked="" type="checkbox"/>		Remappable (4) switches	\$155.00
<input type="checkbox"/>	85R	Rear console plate n/a with 65U	\$35.00
<input type="checkbox"/>	17A	Auxiliary A/C	\$568.00
<input type="checkbox"/>	60R	Radio suppression straps	\$135.00
<input checked="" type="checkbox"/>	40D	Dark car feature (courtesy lights inop)	\$50.00
<input type="checkbox"/>		Over-ride switch	\$285.00
<input type="checkbox"/>		Prisoner partition – loose shipped	\$705.00
<input type="checkbox"/>		Prisoner rear seat/barrier – loose shipped	\$1,250.00
<input type="checkbox"/>	68Z	Roof rack side rails	\$100.00
<input type="checkbox"/>	52P	Hidden door lock plunger w/inop handles	\$279.00
<input type="checkbox"/>	17T	Dome lamp red/white cargo area	\$43.00
<input type="checkbox"/>	86L	Auto Head Lamp	\$17.00
<input type="checkbox"/>	63L	Rear Quarter Glass Side Marker Lights - Red/Blue	\$502.00
<input type="checkbox"/>	76D	Deflector Plate	\$292.00
<input type="checkbox"/>	64E	18" Aluminum Wheel	\$415.00

<input type="checkbox"/>	87R	Rearview Camera - Displays In Electrochromatic Mirror	N/C
<input checked="" type="checkbox"/>	549	Heated Mirrors	\$53.00
<input type="checkbox"/>	63V	Cargo Storage Vault	\$213.00
<input type="checkbox"/>		Rustproof & Undercoat	\$395.00
<input type="checkbox"/>		Remote start	\$450.00
<input type="checkbox"/>		Scotch guard	\$125.00
<input type="checkbox"/>		All weather mats	\$100.00
<input type="checkbox"/>		CD-Rom service manual	\$295.00
<input checked="" type="checkbox"/>		Delivery over 30 miles	\$125.00
<input type="checkbox"/>		License and Title fees MP plates	\$220.00

Surveillance Mode

695⁰⁰

Optional Packages:

<input checked="" type="checkbox"/>	47C	Police Wire Harness Connector Kit – Front For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector 	\$125.00
<input type="checkbox"/>	21P	Police Wire Harness connector Kit – Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector 	\$150.00
<input type="checkbox"/>	65U	Police Interior Upgrade Package Note: See upfitters guide for further info Includes: Cloth rear seats, Floor mats front & rear, 1 st row and 2 nd row carpet floor covering, Full floor console with unique police finish panels (not available with 67G 67H 67U)	\$390.00
<input checked="" type="checkbox"/>	66A	Front Headlamp Lighting Solution Includes: Base LED low beam/halogen high-beam with wig-wag function, 2-white LED side warning lights, wiring, LED lights included, controller NOT included.	\$877.00
<input type="checkbox"/>	86P	Front Headlamp Housing Only Pre-drilled side marker holes (does not include lights)	\$120.00
<input type="checkbox"/>	66B	Tail Lamp Lighting Solution Includes: Base LED lights plus 2-rear integrated white LED side warning lights, wiring, controller NOT included, N/A with 67H	\$392.00
<input type="checkbox"/>	66C	Rear Lighting Solution Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	\$437.00



Please enter the following:

Agency Name & Address

Winnetka Police
410 Green Bay Rd.
Winnetka, IL 60093

Contact Name

Sgt. Karl Larson

Phone Number

847-716-3407

Purchase Order Number

Fleet Identification Number

Total Dollar Amount

28,228⁰⁰

Total Number of Units

1

Delivery Address

1390 Willow Rd
Winnetka IL 60093

Please submit P.O. & tax exempt letter with Vehicle Order:

*Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan*

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM



Agenda Item Executive Summary

Title: Resolution No. R-8-2015 - Approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203- Adoption

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 04/21/2015

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

Consent: YES NO

Item History:

None.

Executive Summary:

As part of the New Trier Township High School (District 203) renovation project, utility improvements to the Village’s water and electric infrastructure are required. Although of some of the on-property facilities will be installed by the school district, a significant amount of work is required by the Village’s Water & Electric Department. Utility improvements performed by the Village are estimated at \$1.21M. Due to the size and complexity of the project, an Intergovernmental Agreement (IGA) has been created to establish the respective rights, responsibilities, and obligations regarding the construction, installation, and ownership of utility improvements required for the project.

In addition to the requirements for the project, staff is recommending that the Village expend \$129,952 for installation of spare conduit and a larger conductor. The remaining estimated cost of \$1,081,532 would be reimbursed by New Trier as contained in the IGA.

At the time the Water Fund and Electric Fund budgets were created, New Trier High School's referendum had not been passed and design information on the utility requirements was under development. As such, no funds were allocated for the project in the FY 2015 Budget.

Recommendation:

Consider adoption of Resolution No. R-8-2015, approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203, in the form presented in Exhibit A.

Attachments:

- Agenda Report dated April 13, 2015
- Resolution No. R-8-2015 - Approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203
- Exhibit A- Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203
- IGA Exhibit A - Legal Description of Property
- IGA Exhibit B - Water Improvement Plans (Available for inspection at office of the Village Clerk)
- IGA Exhibit C - Scope of Work
- IGA Exhibit D - Electric Improvement Drawings
- IGA Exhibit E - Temporary Easement Premises
- IGA Exhibit F - Utility Easement Agreement

AGENDA REPORT

SUBJECT: Resolution R-8-2015 - Approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203

PREPARED BY: Brian Keys, Director Water & Electric

REF.: January 6, 2015 Village Council Meeting, pp. 54-85

DATE: April 13, 2015

As part of the high school renovation project, utility improvements to the Village's water and electric infrastructure are required. Although some of the on-property facilities will be installed by the school district, a significant amount of work is required by the Village's Water & Electric Department. Utility improvements performed by the Village are estimated at \$1.21M. Due to the size and complexity of the project, an Intergovernmental Agreement (IGA) has been created to establish the respective rights, responsibilities, and obligations regarding the construction, installation, and ownership of utility improvements required for the project.

Water Improvements:

As part of the renovation project, New Trier will be installing approximately 750 feet of 12" water main and 838 feet of 8" water main. The 12" water main will connect to the Village's existing system at the intersection of Winnetka Avenue and Woodland Avenue, extending north approximately 750 feet. At this location, a new water service will be installed for the school's fire service and domestic water service. The water main will extend north as an 8" water main. At the north side of the school, the main will be extended east to Essex Road. Two new fire hydrants will be installed on the north side of the school. All of the water main facilities will be installed in a utility easement (Reference IGA Exhibit E). The water main specifications and plans have been reviewed and accepted by Village staff. Prior to construction, New Trier will need to secure a permit from the Illinois Environmental Protection Agency. Construction work will be performed by New Trier's contractors. New Trier will be responsible for all costs associated with the installation of the water mains. Upon satisfactory completion, the Village will assume ownership and maintenance responsibility of the water mains and fire hydrants. Ownership and maintenance of the water service will be the responsibility of New Trier.

Electric Improvements:

New Trier is currently served by two 4kV and two 12kV electric circuits. Due to the size of the load addition, a third 12kV electric circuit is being extended to the school. A diagram of the proposed electric improvements is contained in the IGA (Reference Exhibit D). The line extension will start at the intersection of Willow Road and Green Bay Road. Underground conduit and cable will be installed along the east side of Green

Bay Road, south to Winnetka Avenue. Cable and conduit will be installed from Winnetka Avenue to Woodland Avenue. On the school's property, three manholes, two pieces of switchgear, and two 2500 kVA transformers will be installed. In order to coordinate all of the site's civil construction activities and at the school's request, the conduit, equipment pads, and manholes will be installed by New Trier. Water & Electric crews will install the cable, perform splicing, and install the switchgear and transformers. The facilities will also be connected to an adjacent electric circuit for contingency purposes. This work will be performed by the Village and require an additional manhole, conduit and cable further to the north on Woodland Avenue.

On the north side of the school, a potential utility conflict has been identified with two existing 4kV underground circuits that serve the school. In order to resolve the utility conflict, the existing duct bank and underground cable will need to be re-routed around the proposed storm sewer. This will require the installation of additional conduit and cable replacement. Water & Electric line crews will perform this work.

In accordance with the Village's existing policy for three phase electric service projects, the cost for any required transformer(s), equipment, and line extensions is paid by the customer. Beyond the design requirements needed to meet New Trier's requested electrical service, staff is requesting that the Village Council consider the installation of additional infrastructure such as: spare conduit and increased conductor size.

Staff is proposing to install approximately 4,578 ft. of spare conduit for future use. With the contractor already being mobilized to install the conduit required for New Trier, the added cost is relatively small. The cost of the spare conduit has been estimated at \$53,841. With respect to underground conductors, staff is requesting to install a larger conductor than that required by the project. This will provide additional benefits to the Village's distribution system. As proposed, the Village would pay the incremental cost of the larger conductor and splices. The cost of the larger conductor and splices has been estimated at \$76,110.

Ownership and maintenance of the underground conduit, manholes, primary cable, switchgear, and transformers will be the responsibility of the Water & Electric Department. New Trier will be responsible for the ownership and maintenance of the secondary conductors that connect their switches to the Village's transformer. Ownership of facilities is contained within Exhibit C of the IGA.

Budget:

The estimated total cost of the water and electric utility improvements to be performed by the Village is \$1,211,484. This does not include the cost of any utility improvements performed by New Trier on their site. As noted above, staff is recommending that the Village expend \$129,952 for installation of spare conduit and a larger conductor. The remaining cost of \$1,081,532 would be reimbursed by New Trier as contained in the IGA.

At the time the budget was created, the high school's referendum had not been passed and design information on the utility requirements was under development. As such, no funds were allocated for the project in the FY 2015 Budget.

As specified in the IGA, the majority of improvements to the water system are being constructed and paid for by New Trier. Consistent with existing Village policy, New Trier would be invoiced for any costs related to water service connections completed by Village crews and for the required water meters.

In accordance with the Village's existing policy for three phase electric service projects, the required equipment, transformers, and line extension is paid for by the customer. The allocation of costs contained in the IGA is consistent with the existing policy. As noted earlier, staff is recommending the installation of spare conduit and a larger underground conductor. This incremental cost is allocated to the Village.

The FY 2015 Electric Fund budget contains \$450,100 (account #500.42.31-660) for the purchase of underground conductors. The incremental cost (\$73,861) of the increased conductor size can be funded by the existing budgeted amount. However, the budgeted amount for conductors will be exceeded due to the New Trier project requirements. As contained in the IGA, New Trier will be reimbursing the Village for the majority of the conductor cost.

The Electric Fund budget contains \$40,000 (account #500.42.31-660) for the purchase of cable splices. The incremental cost (\$2,250) of the cable splices required for the increased conductor size can be funded by the existing budgeted amount. As contained in the IGA, New Trier will be reimbursing the Village for the majority of this cost.

The cost of the directional boring and conduit installation is estimated at \$270,000. The Electric Fund budget contains \$420,000 (account #500.42.37-660) for directional boring and the installation of underground conduit. An additional \$120,000 (account #500.42.31-660) is contained in the Electric Fund budget for conduit installation required for system reinforcement. The incremental cost of the spare conduit can be funded by the existing budgeted amounts. As contained in the IGA, New Trier will be reimbursing the Village for the remaining the conduit costs.

The FY 2015 Electric Fund budget contains \$19,000 (account #500.42.31-660) for the purchase of switchgear. Staff budgeted for the replacement of one existing unit on the distribution system in 2015 due to its age and material condition. As such, no (switchgear) funds were allocated for the project. The budgeted amount for switchgear will be exceeded due to the New Trier project requirements. As contained in the IGA, New Trier will be reimbursing the Village for the switchgear cost.

Agenda Report R-8-2015

April 13, 2015

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Recommendation:

Consider adoption of Resolution R-8-2015, approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203, in the form presented in Exhibit A.

RESOLUTION R-8-2015

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE BOARD OF EDUCATION OF NEW TRIER TOWNSHIP
HIGH SCHOOL DISTRICT NO. 203**

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

WHEREAS, 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, the Board of Education of New Trier Township High School District No. 203 (“*School District*”) is the record title owner of that certain property commonly known as 385 Winnetka Avenue, in Winnetka, Illinois (“*Property*”); and

WHEREAS, the School District desires to demolish three buildings and to construct a new, four-story building, roadway improvements, and parking improvements on the Property (collectively, the “*School Improvements*”); and

WHEREAS, the Village owns, operates, and maintains the water and electric infrastructure that serves the Property and provides all water and electric utility service to the Property; and

WHEREAS, to make it possible for the School Improvements to receive water and electric utility service from the Village, the School District desires permission to construct and install, and desires the Village to construct and install, at the School District’s expense, certain improvements to: (i) the Village’s water utility infrastructure serving the Property; and (ii) the Village’s electric utility infrastructure serving the Property (collectively, the “*Utility Improvements*”); and

WHEREAS, the Village and the School District desire to enter into an intergovernmental agreement setting forth their respective rights, responsibilities, and obligations regarding the construction and installation of the Utility Improvements (“*Intergovernmental Agreement*”); and

WHEREAS, the Council of the Village of Winnetka (“*Village Council*”) has determined that entering into the Intergovernmental Agreement with the School District for the construction and installation of the Utility Improvements is in the best interest of the Village;

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, pursuant to the Village's home rule power, the Intergovernmental Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs, pursuant to the Village's home rule power, the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Agreement.

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 21st day of April, 2015, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION
OF NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT NO. 203 AND THE
VILLAGE OF WINNETKA REGARDING INSTALLATION OF
WATER AND ELECTRIC UTILITY IMPROVEMENTS**

This agreement (the “Agreement”), is dated as of the effective date set forth in Section 8.Q of this Agreement (the “Effective Date”), and is by and between the Board of Education of New Trier Township High School District No. 203, Cook County, Illinois (the “School District”), and the Village of Winnetka, an Illinois home rule municipal corporation (the “Village”) (the School District and the Village are sometimes individually referred to in this Agreement as a “Party” and collectively referred to as the “Parties”). The School District and the Village agree as follows:

Section 1. Background.

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

B. The School District is the record title owner of that certain property commonly known as 385 Winnetka Avenue, in Winnetka, Illinois, and legally described in **Exhibit A** attached to this Agreement (the “Property”).

C. The Property is improved with multiple buildings and structures and is used by the District as the Winnetka Campus of New Trier High School.

D. The School District desires to demolish three buildings and construct a new, four-story building, roadway improvements, and parking improvements on the Property (collectively, the “School Improvements”).

E. The Village owns, operates, and maintains the water and electric infrastructure that serves the Property and provides all water and electric utility service to the Property.

F. The water and electric utility infrastructure that currently serves the Property will not be sufficient to serve the Property after the completion of the School Improvements.

G. To make it possible for the School Improvements to receive water and electric utility service, the School District desires permission to construct and install, and desires the Village to construct and install, certain improvements to: (i) the Village’s water utility infrastructure serving the Property (the “Water Improvements”); and (ii) the Village’s electric utility infrastructure serving the Property (the “Electric Improvements”) (collectively, the Water Improvements and the Electric Improvements are the “Utility Improvements”).

H. The Village is willing to construct and install and to permit the School District to construct and install the Utility Improvements in accordance with the provisions of this Agreement.

I. The Parties desire to enter into this Agreement to set forth their respective rights and obligations regarding the construction, installation, ownership, and maintenance of the Utility Improvements.

Section 2. Water Improvements.

A. Water Improvements. The Water Improvements will generally consist of: (i) a section of water main installed on the Property connecting the water system located on the Property to the Village-owned water mains and water supply located within the public rights-of-way commonly known as Woodland Avenue and Essex Road (the “Water Main”); and (ii) a new service connection to the Village-owned water main located within the public right-of-way commonly known as Winnetka Avenue (the “Service Connection”), all as more fully described and depicted on the plans and specifications attached to this Agreement as **Exhibit B** (collectively, the “Water Improvements Plans”).

B. Construction of Water Improvements. The School District must, at no cost and expense to the Village, cause its contractor to provide, perform, and complete, in the manner specified and described in this Agreement and the Water Improvements Plans, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the construction and installation of the Water Improvements (collectively, the “Water Improvements Work”) on and within the Property and the Winnetka Avenue, Woodland Avenue, and Essex Road rights-of-way (the “Water Improvements Work Site”).

Section 3. Electric Improvements.

A. Electric Improvements. The Electric Improvements will generally consist of: (i) new switchgear, five-inch conduits, manholes, and electrical cable installed within certain segments of the public rights-of-way commonly known as Green Bay Road, Winnetka Avenue, and Woodland Avenue; (ii) three new manholes, five-inch and four-inch conduits, and electrical cable installed on the Property; (iii) two transformer pads, two switchgear pads, two 2500 KVA transformers (collectively, the “Transformers”), and two pad mount switchgear units installed on the Property; (iv) one back-up 2500 KVA transformer stored at the Village’s facility, and (v) duct bank relocation, all as more fully described in the document titled “New Trier Renovation – Electric Utility Work Scope” attached to this Agreement as **Exhibit C** (the “Scope of Work”) and as depicted on the schematic drawings attached to this Agreement as **Exhibit D** (the “Electric Improvements Drawings”) (collectively, the Scope of Work and the Electric Improvements Drawings are the “Electric Improvements Documents”).

B. Construction and Installation of Electric Improvements.

1. Electric Improvements Materials. The Village will provide all equipment, materials, and supplies (collectively, “Materials”) enumerated in the Scope of Work as separate “Items” for the construction and installation of the Electric Improvements. To the extent that the

Village has previously purchased and possesses in its inventory certain functioning Items of Materials, the Village reserves the right, in its sole discretion, to provide and use those Items for the construction and installation of the Electric Improvements. To the extent that the Village either (a) does not desire to provide or use certain Items of Materials that the Village currently possesses in its inventory for the construction and installation of the Electric Improvements, or (b) does not possess certain Items of Materials, the Village will, in accordance with Chapter 4.12 of the Winnetka Village Code and the Village purchasing policy, as the same may be amended from time to time, procure such Items for use in the construction and installation of the Electric Improvements.

2. Village Electric Work. The Village will provide, perform, and complete, or cause its contractor to provide, perform, and complete, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the construction and installation of those portions of the Electric Improvements that are identified in the Scope of Work as separate Items for which the Village is responsible (the “Village Electric Work”) on and within the Willow Road, Green Bay Road, Woodland Avenue, and Winnetka Avenue rights-of-way and those portions of the Property on which the Village Electric Work will be performed (collectively, the “Village Electric Work Site”) pursuant to, and in accordance with, the Electric Improvements Documents. The Village will perform and complete the Village Electric Work either with: (a) its own forces; or (b) by causing an existing Village contractor with experience performing electric utility work similar to the Village Electric Work, to perform and complete the Village Electric Work.

3. School District Electric Work. Except as provided in Section 3.B.1 of this Agreement, the School District must, at no cost or expense to the Village, cause its contractor to provide, perform, and complete all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the construction and installation of those portions of the Electric Improvements identified in the Scope of Work as Items for which the School District is responsible (the “School District Electric Work”) on and within those portions of the Property on which the School District Electric Work will be performed (the “School District Electric Work Site”) pursuant to, and in accordance with, the Electric Improvements Documents.

C. Cost of Electric Improvements Materials and Village Electric Work.

1. Reimbursement by School District. Except as provided in Section 3.C.2 of this Agreement, the School District must reimburse the Village in an amount equal to the actual costs incurred by the Village to: (a) provide all Items of Materials set forth in the Scope of Work, whether or not the Items were previously purchased by the Village or are procured by the Village pursuant to Section 3.B.1 of this Agreement; and (b) perform and complete the Village Electric Work (collectively, the “Reimbursement Amount”). If the Village determines that the Reimbursement Amount will likely exceed \$1,090,000.00, the Village will inform the School District and shall not incur the additional expense until directed to do so in writing by the School District. Upon completion of the Village Electric Work, the Village will provide to the School District a written invoice and receipts for the Reimbursement Amount. The School District must

remit payment to the Village for the full Reimbursement Amount no later than 45 days after receipt of the invoice by the District. If, for any reason, at any time after the Effective Date of this Agreement, the School District determines that it does not desire the Village to complete the Village Electric Work pursuant to this Agreement, including without limitation because the Village informs the School District that the Reimbursement Amount may exceed \$1,090,000.00, the School District must reimburse the Village for: (a) any part of the Reimbursement Amount that the Village has actually incurred prior to receipt by the Village of written notice from the School District to cease the Village Electric Work; and (b) any other costs reasonably incurred by the Village after receipt of such notice from the School District to wind down the Village Electric Work and restore the Village Electric Work Site to a safe, neat, and clean condition of no hazard to public use. The School District acknowledges and agrees that if the Village does not perform the Village Electric Work pursuant to this Agreement, the Village will not authorize or permit the School District or any third party to perform the Village Electric Work or the School District Electric Work, and the Electric Improvements will not be installed or constructed.

2. Village Costs. The Village will be solely responsible for the actual costs incurred by the Village to provide all Items set forth in the Scope of Work and identified in the column titled "Village Costs," but only to the extent described in that column. These Village Costs will not be included in the Reimbursement Amount that must be paid by the School District pursuant to Section 3.C.1 of this Agreement.

Section 4. Utility Improvements.

A. Quality. Both Parties must cause their contractors to provide, perform, and complete the Utility Improvements in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by, this Agreement, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first-quality equipment, materials, and supplies. The Parties represent and warrant that the Utility Improvements, and all of its components, will: (i) be of merchantable quality; (ii) be free from any latent or patent defects and flaws in workmanship and design; (iii) strictly conform to the requirements of this Agreement, including without limitation the performance standards set forth in Section 4.B of this Agreement; and (iv) be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Agreement. The warranties expressed in this Section 4.A shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the other Party. The Parties, as applicable to the Utility Improvements for which the Party is responsible, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within one year after the approval and acceptance of the completed Utility Improvements by the other Party or such longer period as may be prescribed by law. The above warranty will be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty, and the Party's obligation to correct the Utility Improvements for which it is responsible shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Section 4.A relates only to the specific obligation of the Party to correct the

Utility Improvements for which it is responsible and shall not be construed to establish a period of limitation with respect to other obligations that the Party has under this Agreement.

B. Performance Standards. The Parties must cause their contractors to provide, perform, and complete the Utility Improvements in accordance with the Water Improvements Plans and the Electric Improvements Documents. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the School District or the Village from those set forth in this Agreement. Whenever any equipment, materials, or supplies are specified or described in this Agreement 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 will be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named, as determined by the Village Director of Water and Electric in his sole and absolute discretion.

C. Responsibility for Damage or Loss. Each Party will be responsible and liable for, and must promptly and without charge to the other Party repair or replace, damage done to, and any loss or injury (collectively "Loss") suffered by, the other Party, the Utility Improvements, the School District Work, the Village Electric Work, the Water Improvements Work Site, the School District Electric Work Site, the Village Electric Work Site, and any other property or persons to the extent the Loss arises out of the acts or omissions of the liable Party.

D. Inspection/Testing/Rejection. The District acknowledges and agrees that the delivery of water and electric utility service by the Village to the Property by and through the Water Improvements and the Electric Improvements is subject to, and contingent upon, final written approval and acceptance of the School District Work by the Village, which approval and acceptance the Village may grant or deny in its reasonable discretion. The Village has the right to inspect all or any part of the School District Work and to reject all or any part of the School District Work that is, in the reasonable judgment of the Village Director of Water and Electric, defective or damaged or that in any way fails to conform strictly to the requirements of this Agreement. The Village, without limiting its other rights or remedies, may require correction or replacement at the School District's cost, perform or have performed all School District Work necessary to complete or correct all or any part of the School District Work that is defective, damaged, or nonconforming and charge the School District with any excess cost incurred thereby. Any School District Work so rejected may be returned or held at the School District's expense and risk. Prior to final approval and acceptance of the School District Work by the Village, the School District must prepare and deliver, at no expense to the Village, plans depicting the as-built condition and locations of the completed School District Work (the "As-Built Plans") to the Village.

E. School District Contractor. The School District acknowledges and agrees that the School District Work will connect the Property to the Village's water and electric utility systems and could affect water and electric service to other areas of the Village. Therefore, the School District agrees that it will hire contractors that represent to the School District that they have the requisite experience, ability, capital, facilities, plant, organization, and staff to perform and

complete the School District Work successfully, promptly, and in accordance with all provisions of this Agreement. The School District must cause provisions substantially similar to the provisions set forth in Sections 4 and 7 of this Agreement to be included in the School District's contract with its contractor for the performance of the School District Work, which provisions must: (i) require the School District's contractor to provide, perform, and complete the School District Work in accordance with the provisions of this Section 4; (ii) confer on the School District and the Village the right to pursue all of the remedies set forth in this Section 4 against the School District's contractor in the event that the contractor fails to perform the School District Work in accordance with the provisions of this Section 4; and (iii) require the School District's contractor to (a) obtain performance bonds and labor and material bonds, (b) obtain insurance naming the School District and the Village as an additional insured, and (c) indemnify the School District and the Village, all in compliance and accordance with the provisions of Section 7 of this Agreement.

Section 5. Ownership and Maintenance of Utility Improvements.

A. Ownership and Maintenance of Water Improvements. Upon final approval and acceptance of the Water Improvements Work by the Village pursuant to and in accordance with Section 4.D of this Agreement, all right, title, and interest in the following parts of the Water Improvements will, without further action by the Parties, be conveyed and vest in the Village and the School District, respectively, as follows:

1. Ownership by Village. The Village will own all right, title, and interest in the Water Main. At all times after the final approval and acceptance of the Water Improvements Work by the Village, and except as provided in Section 4.A of this Agreement, the Village will be solely responsible, at the Village's sole cost and expense, for the operation and maintenance of the Water Main.

2. Ownership by School District. The School District will own all right, title, and interest in the Service Connection. At all times after the final approval and acceptance of the Water Improvements Work by the Village, and except as provided in Section 4.A of this Agreement, the School District will be solely responsible, at no cost or expense to the Village, for the operation and maintenance of the system beginning at the "source side" of the valve of the Service Connection.

B. Ownership and Maintenance of Electric Improvements. Upon final approval and acceptance of the School District Electric Work by the Village pursuant to and in accordance with Section 4.D of this Agreement, all right, title, and interest in the following parts of the Electric Improvements will, without further action by the Parties, be conveyed to and vest in the Village and the School District, respectively, as follows:

1. Ownership by Village. The Village will own all right, title, and interest in all of the Electric Improvements other than those parts of the Electric Improvements described in Section 5.B.2 of this Agreement (the "Village Electric Improvements"), which Village Electric Improvements are described in detail in the Scope of Work as the Items of which the Village will

have Ownership, which Items will include, without limitation, all revenue metering equipment, including, without limitation, all current transformers, potential transformers, and meters. At all times after the final approval and acceptance of the School District Electric Work by the Village, and except as provided in Section 4.A of this Agreement, the Village will be solely responsible, at the Village's sole cost and expense, for the operation and maintenance of the Village Electric Improvements.

2. Ownership by School District. The School District will own all right, title, and interest in those Items set forth in the Scope of Work of which the School District will have ownership, including without limitation the 600V secondary cable and conduit connecting the Transformers to the School Improvements and the switchgear located within the School Improvements (collectively, the "School District Electric Improvements"). At all times after the final approval and acceptance of the School District Electric Work by the Village, the School District will be solely responsible, at no cost or expense to the Village, for the operation and maintenance of the School District Electric Improvements.

Section 6. Utility Easements.

A. Temporary Construction Easement.

1. Grant of Temporary Easement. The School District hereby grants, conveys, warrants, and dedicates to the Village and its contractors, successors, and assigns a temporary, non-exclusive easement (the "Temporary Easement") in, upon, over, under, through, along, and across those portions of the Property depicted on **Exhibit E** of this Agreement (the "Temporary Easement Premises"), together with all reasonable rights of ingress and egress over, along, upon, and across the Temporary Easement Premises and any adjoining lands of the School District necessary for the exercise of the rights granted pursuant to this Section 6.A, all for the purpose of performing and completing the Village Electric Work in accordance with the provisions of this Agreement.

2. Term. The term of the Temporary Easement will commence on the Effective Date of this Agreement and will expire upon the execution of the Utility Easement pursuant to, and as defined in, Section 6.B of this Agreement.

3. Work. The Village agrees that the Village Electric Work will be performed and completed within the Temporary Easement Premises in a good and workmanlike manner.

4. Reserved Right. The School District reserves the right to use the Temporary Easement Premises in any manner that will not prevent or interfere in any way with the exercise by the Village of the rights granted by this Section 6.A; provided, however, that the School District must not permanently or temporarily improve or obstruct the Temporary Easement Premises or cause any improvements or obstructions to be constructed within the Temporary Easement Premises that would impair the exercise by the Village of the rights

granted by this Section 6.A without the express prior written consent of the Village Director of Water and Electric.

B. Permanent Easement. Upon final approval and acceptance of the School District Work by the Village, the School District must execute and deliver to the Village an easement agreement in substantially the form attached to this Agreement as **Exhibit F** granting an easement on, over, under, and across the Property to the Village for the purpose of the operation and maintenance of the Water Improvements and the Village Electric Improvements (the “Utility Easement”). The easement premises of the Utility Easement must include: (i) all portions of the Property that are located within 7.5 feet in every direction of the completed Water Improvements and 5 feet in every direction of the completed Village Electric Improvements located on the Property, all as depicted on the As-Built Plans; and (ii) all other portions of the Property that the Village must reasonably enter to operate and maintain the completed Water Improvements and the completed Village Electric Improvements in accordance with Section 5 of this Agreement.

Section 7. Financial Assurance.

A. Bonds. The Village and the School District must require their respective contractors to obtain and maintain performance bonds and labor and material payment bonds for the Village Electric Work and the School District Work, respectively, that comply with the Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.*

B. Insurance. Each Party must provide to the other Party evidence reasonably acceptable to the other Party of insurance, self-insurance, or membership in a risk-management pool evidencing the minimum insurance coverage and limits set forth below within 10 days after the Effective Date of this Agreement. Such insurance, self-insurance, or membership in a risk-management pool shall be in form, and from entities, reasonably acceptable to the other Party and must name the other Party, including its elected and appointed officials, officers, employees, agents, attorneys, consultants, and representatives, as an additional insured. The coverage and limits set forth below will be deemed to be minimum coverage and limits and will not be construed in any way as a limitation on either Party’s duty to carry adequate insurance or on either Party’s liability for losses or damages under this Agreement. The minimum coverage and limits that must be maintained at all times while providing, performing, or completing any of the work that is subject to this Agreement are as follows:

1. Workers’ Compensation and Employer’s Liability

Limits shall not be less than:

Worker’s Compensation: Statutory

Employer’s Liability: \$1,000,000 each accident-injury; \$1,000,000 each employee-disease; \$1,000,000 disease-policy.

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

2. Commercial Motor Vehicle Liability

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

\$1,000,000 Bodily Injury and Property Damage Per Occurrence

\$3,000,000 Bodily Injury and Property Damage General Aggregate

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Per Occurrence

\$3,000,000 Bodily Injury and Property Damage General Aggregate

Coverage is to be written on an “occurrence” basis.

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

\$5,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in Sections 7.B.1, 7.B.2, and 7.B.3 above.

C. Indemnification. Each Party must indemnify, hold harmless, and release the other Party, its elected and appointed officials, officers, employees, agents, attorneys, consultants, and representatives against all damages, liability, claims, losses, and expenses (including attorneys’

fees) (collectively, the “Claims”), to the extent that such Claims are caused by the indemnifying Party’s negligent acts or omissions: (i) in the performance of any work on the Utility Improvements pursuant to this Agreement; and (ii) in the performance of, or failure to perform, its obligations under this Agreement. Neither Party must indemnify the other Party to the extent that any Claims are caused by the other Party’s negligent acts or omissions.

D. No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement is or will be deemed to be a waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, with respect to claims by third parties.

Section 8. Reimbursement of Village Fees and Costs.

A. Professional Services. In addition to all other costs, payments, fees, charges, contributions, or dedications that the School District must pay to the Village pursuant to this Agreement and applicable law, the School District must pay to the Village, within 30 days after receiving written demand by the Village for payment, which demand shall include the original invoice from the third-party to the Village, all reasonable third-party legal, engineering, and other consulting fees, costs, and expenses incurred or accrued by the Village in connection with: (i) the design and construction of the Utility Improvements, including, without limitation, the review and processing of plans therefor, when third-party engineering and consulting services must be obtained to comply with the requirements of a permitting authority with jurisdiction over the Utility Improvements; and (ii) the negotiation, preparation, consideration, and review of this Agreement; provided, however, that the School District’s obligation to reimburse the Village for third-party legal fees pursuant to this Section 8 shall not exceed \$5,000.00. The School District acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, such third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by the School District in connection with the design and construction of the Utility Improvements.

B. Other Village Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the School District must pay to the Village all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to applicable laws and ordinances. The Village currently estimates that the fees, charges, and contributions that must be paid by the School District pursuant to this Section 8.B will be \$5,400.00, which amount the School District acknowledges and agrees is an estimate only. The actual amount of such fees, charges, and contributions may vary from the estimated amount.

Section 9. General Provisions.

A. Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the Parties, their respective successors, and assigns.

B. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Parties to this Agreement.

C. Governing Laws. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

D. Authority to Execute. The Parties warrant and represent that the persons executing this Agreement on their behalf have been properly authorized to do so.

E. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

F. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

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

H. Entire Agreement. It is understood and agreed that all understandings and agreements between the Parties are merged in this Agreement and neither Party is relying upon any statement or representation, not embodied in this Agreement.

I. Assignment. This Agreement cannot be assigned by any Party without the written consent of the other Party and should any assignment be made by one Party without the written consent of the other Party, such assignment will be null and void.

J. Notices. All notices to any party shall be in writing and shall be served by first class postage to the parties at the following address:

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

If to Lessee: New Trier Township High School District No. 203

Execution Copy

7 Happ Rd.
Northfield, Illinois 60093
Attention: Superintendent

K. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, federal, State, or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, federal, State, or School District holiday.

L. Exhibits. Exhibits A through F attached to this Agreement are hereby incorporated into and made part of this Agreement.

M. Counterpart Signatures. For the convenience of the Parties, this Agreement may be executed in counterparts, each counterpart shall be deemed an original instrument, and such counterparts taken together shall constitute one and the same Agreement.

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

O. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village; nor any information or data supplied by the Village; nor any order by the Village for the payment of money; nor any use, possession, or acceptance of the whole or any part of the District Work by the Village; nor any delay by the Village in exercising any right under this Agreement; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming School District Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by the School District or its contractor, or of any requirement or provision of this Agreement, or of any remedy, power, or right of the Village.

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

Execution Copy

Q. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement and set forth their signatures below:

[SIGNATURE PAGE FOLLOWS]

Execution Copy

BOARD OF EDUCATION
NEW TRIER
TOWNSHIP HIGH SCHOOL
DISTRICT NO. 203, Cook County, Illinois

VILLAGE OF WINNETKA

By: _____
President

By: _____
President

Attest: _____
Secretary

Attest: _____
Clerk

Dated: _____

Dated: _____

EXHIBIT A
Legal Description of Property

OF LOTS 32 TO 46. INCLUSIVE, IN "REMY PARK SUBDIVISION", LOTS 1 AND 2 IN THE SUBDIVISION OF LOT 5 IN CIRCUIT COURT PARTITION, LOT 6 IN CIRCUIT COURT PARTITION AND THAT PART OF LOT 4 IN CIRCUIT COURT PARTITION DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4, THENCE SOUTH ALONG THE WEST LINE OF SAID LOT, 800.58 FEET TO THE CENTER-LINE OF WINNETKA AVENUE, THENCE EAST ALONG THE CENTER-LINE OF WINNETKA AVENUE, 440.00 FEET, THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE NORTH LINE OF SAID LOT 4, 126.97 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 4, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

EXHIBIT B
Water Improvements Plans

[The specifications titled “New Trier High School Winnetka Campus Addition and Renovations Project Manual, Sitework, Demolition, and Excavation,” Section 331000, prepared by Wight & Company, consisting of eight pages, with a latest revision date of April 9, 2015, are available for inspection at the office of the Village Clerk of the Village of Winnetka.]

[The plans titled “New Trier High School Building Addition,” prepared by Wight & Company, consisting of 44 pages, and with a latest revision date of April 9, 2015, are available for inspection at the office of the Village Clerk of the Village of Winnetka.]

EXHIBIT C
Scope of Work

Exhibit C
New Trier Renovation - Electric Utility Work Scope (Rev. 04-09-15)

Item	Est. Quantity	Installation / Material Purchasing Party	Ownership	Village Cost - Explanation
<i>Willow & Green Bay #1 Manhole (existing)</i>				
Remove existing 4/0 cable		Winnetka	Winnetka	
<i>Reconfigure conduit for new switchgear & base</i>				
Mini excavator	24	Winnetka	Winnetka	
Dump truck	24	Winnetka	Winnetka	
Foreman	24	Winnetka	Winnetka	
Laborer	24	Winnetka	Winnetka	
Conduit 5"	24	Winnetka	Winnetka	
Tie into existing manhole / base	2	Winnetka	Winnetka	
Tie into existing manhole, additional	2	Winnetka	Winnetka	
Switchgear	1	Winnetka	Winnetka	
Switchgear pad	1	Winnetka	Winnetka	
Padlock	2	Winnetka	Winnetka	
Ground rod	2	Winnetka	Winnetka	
Grounding wire, 4/0	36	Winnetka	Winnetka	
Ground connectors*	2	Winnetka	Winnetka	
Fault Indicators, underground	6	Winnetka	Winnetka	
<i>15kV 350 MCM copper cable</i>				
Cable: riser pole to new switchgear.	575	Winnetka	Winnetka	
Cable: new switchgear to manhole	50	Winnetka	Winnetka	
Cable: new switchgear to old switchgear	50	Winnetka	Winnetka	
Terminations, coldshrink, 350 MCM	15	Winnetka	Winnetka	
Lugs: 350 mcm	15	Winnetka	Winnetka	
Splices, 15kV 350 MCM	6	Winnetka	Winnetka	
Spoil removal	1	Winnetka	Winnetka	
Crushed stone (ton)	8	Winnetka	Winnetka	

Durium bolt sets	15	Winnetka	Winnetka	
Duct shield	5	Winnetka	Winnetka	
Nylon tie	6	Winnetka	Winnetka	
Pelpack splicing kits	15	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	2	Winnetka	Winnetka	

Willow & GB #1 Manhole (existing) to #2 Manhole (existing)

Start / End pit	2	Winnetka	Winnetka	
Test holes - parkway	4	Winnetka	Winnetka	
Conduit, 2-5" conduits	592	Winnetka	Winnetka	Village to pay for one of 5" conduits
Bore/ream	592	Winnetka	Winnetka	Village to pay for incremental cost of larger bore
Tie into manhole, first conduit	2	Winnetka	Winnetka	
Tie into manhole, additional conduit	2	Winnetka	Winnetka	Village to pay for connection of second conduit
Splices	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
Cable, 350 mcm	642	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Ground rod	2	Winnetka	Winnetka	
Grounding wire, 4/0	40	Winnetka	Winnetka	
Ground connector*	2	Winnetka	Winnetka	
Manhole hanger	3	Winnetka	Winnetka	
Manhole rack	3	Winnetka	Winnetka	
Manhole rack insulator	3	Winnetka	Winnetka	
Spoil removal	1	Winnetka	Winnetka	
Duct shields	2	Winnetka	Winnetka	
Nylon tie	3	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	1	Winnetka	Winnetka	

#2 Manhole (existing) to #3 Manhole (existing)

Start / End pit	2	Winnetka	Winnetka	
Test holes - parkway	4	Winnetka	Winnetka	
Conduit, 2-5" conduits	435	Winnetka	Winnetka	Village to pay for one of 5" conduits
Bore/ream	435	Winnetka	Winnetka	Village to pay incremental cost of larger bore
Tie into manhole, first conduit	2	Winnetka	Winnetka	
Tie into manhole, additional conduit	2	Winnetka	Winnetka	Village to pay for connection of second conduit

Splices	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
Cable, 350 MCM	485	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Ground rod	2	Winnetka	Winnetka	
Grounding wire	40	Winnetka	Winnetka	
Ground connector*	2	Winnetka	Winnetka	
Manhole hanger	3	Winnetka	Winnetka	
Manhole rack	3	Winnetka	Winnetka	
Manhole rack insulator	3	Winnetka	Winnetka	
Duct shield	2	Winnetka	Winnetka	
Nylon tie	3	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	1	Winnetka	Winnetka	
#3 Manhole (existing) to #4 Manhole (existing)				
Start / End pit	2	Winnetka	Winnetka	
Test holes - parkway	4	Winnetka	Winnetka	
Test holes - Asphalt	4	Winnetka	Winnetka	
Conduit, 2-5" conduits	544	Winnetka	Winnetka	Village to pay for one of 5" conduits
Bore/ream	544	Winnetka	Winnetka	Village to pay incremental cost of larger bore
Tie into manhole, first conduit	2	Winnetka	Winnetka	
Tie into manhole, additional conduit	2	Winnetka	Winnetka	Village to pay for connection of second conduit
Splices	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
Cable, 350 MCM	594	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Ground rod, 4/0	2	Winnetka	Winnetka	
Grounding wire	40	Winnetka	Winnetka	
Ground connector*	2	Winnetka	Winnetka	
Manhole hanger	3	Winnetka	Winnetka	
Manhole rack	3	Winnetka	Winnetka	
Manhole rack insulator	3	Winnetka	Winnetka	
Duct shield	2	Winnetka	Winnetka	
Nylon tie	3	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	1	Winnetka	Winnetka	

#4 Manhole (existing) to #5 Manhole (existing)

Start / End pit	2	Winnetka	Winnetka	
Test holes - parkway	4	Winnetka	Winnetka	
Test holes - asphalt	4	Winnetka	Winnetka	
Conduit, 2-5" conduits	247	Winnetka	Winnetka	Village to pay for one of 5" conduits
Bore/ream	247	Winnetka	Winnetka	Village to pay incremental cost of larger bore
Tie into manhole, first conduit	2	Winnetka	Winnetka	
Tie into manhole, additional conduit	2	Winnetka	Winnetka	Village to pay for connection of second conduit
Splices	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
Cable, 350 MCM	297	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Ground rod	2	Winnetka	Winnetka	
Grounding wire, 4/0	36	Winnetka	Winnetka	
Ground connector*	2	Winnetka	Winnetka	
Manhole hanger	3	Winnetka	Winnetka	
Manhole rack	3	Winnetka	Winnetka	
Duct shield	2	Winnetka	Winnetka	
Nylon tie	3	Winnetka	Winnetka	
Manhole rack insulator	3	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	1	Winnetka	Winnetka	

#5 Manhole (existing) to #6 Manhole (existing)

Start / End pit	2	Winnetka	Winnetka	
Test holes - parkway	4	Winnetka	Winnetka	
Test holes - asphalt	4	Winnetka	Winnetka	
Conduit, 2-5" conduits	550	Winnetka	Winnetka	Village to pay for one of 5" conduits
Bore/ream	550	Winnetka	Winnetka	Village to pay incremental cost of larger bore
Tie into manhole, first conduit	2	Winnetka	Winnetka	
Tie into manhole, additional conduit	2	Winnetka	Winnetka	Village to pay for connection of second conduit
Splices	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
15kV Cable, 350 MCM	600	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Ground rod	2	Winnetka	Winnetka	
Grounding wire, 4/0	36	Winnetka	Winnetka	

Ground connector*	2	Winnetka	Winnetka	
Manhole hanger	3	Winnetka	Winnetka	
Manhole rack	3	Winnetka	Winnetka	
Manhole rack insulator	3	Winnetka	Winnetka	
Duct shield	2	Winnetka	Winnetka	
Nylon tie	3	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	1	Winnetka	Winnetka	

#6 Manhole (existing) to #7 Manhole (existing)

Start / End pit	2	Winnetka	Winnetka	
Test holes - parkway	4	Winnetka	Winnetka	
Test holes - asphalt	4	Winnetka	Winnetka	
Conduit, 2-5" conduits	420	Winnetka	Winnetka	Village to pay for one of 5" conduits
Bore/ream	420	Winnetka	Winnetka	Village pay pay incremental cost of larger bore
Tie into manhole, first conduit	2	Winnetka	Winnetka	
Tie into manhole, additional conduit	2	Winnetka	Winnetka	Village to pay for connection of second conduit
Splices	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
15kV Cable, 350 MCM	470	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Ground rod	2	Winnetka	Winnetka	
Grounding wire, 4/0	36	Winnetka	Winnetka	
Ground connector*	2	Winnetka	Winnetka	
Manhole hanger	3	Winnetka	Winnetka	
Manhole rack	3	Winnetka	Winnetka	
Manhole rack insulator	3	Winnetka	Winnetka	
Duct shield	2	Winnetka	Winnetka	
Nylon tie	3	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	1	Winnetka	Winnetka	

#7 Manhole (existing) to #8 Manhole (existing @GB & Winnetka)

Start pit	2	Winnetka	Winnetka	
Test holes - parkway	4	Winnetka	Winnetka	
Test holes - asphalt	4	Winnetka	Winnetka	
Conduit, 2-5" conduits	470	Winnetka	Winnetka	Village to pay for one of 5" conduits

Bore/ream	470	Winnetka	Winnetka	Village to pay incremental cost of larger bore
Tie into manhole, first conduit	2	Winnetka	Winnetka	
Tie into manhole, additional conduit	2	Winnetka	Winnetka	Village to pay for connection of second conduit
Splices	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
15kV Cable, 350 MCM	520	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Ground rod	2	Winnetka	Winnetka	
Grounding wire, 4/0	36	Winnetka	Winnetka	
Ground connector*	2	Winnetka	Winnetka	
Manhole hanger	3	Winnetka	Winnetka	
Manhole rack	3	Winnetka	Winnetka	
Manhole rack insulator	3	Winnetka	Winnetka	
Duct shield	2	Winnetka	Winnetka	
Nylon tie	3	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	1	Winnetka	Winnetka	

#8 Manhole (existing @Winnetka & GB) to #9 Manhole (existing@ Winnetka & Wilson)

Cable, 350 MCM	430	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Splices	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
Cable pulling lubricant, 5 gallon pail	2	Winnetka	Winnetka	
Manhole hanger	3	Winnetka	Winnetka	
Manhole rack	3	Winnetka	Winnetka	
Manhole rack insulator	3	Winnetka	Winnetka	
Ground rod	2	Winnetka	Winnetka	
Grounding wire, 4/0	36	Winnetka	Winnetka	
Ground connector*	2	Winnetka	Winnetka	
Duct shield	2	Winnetka	Winnetka	
Nylon tie	6	Winnetka	Winnetka	

#9 Manhole (existing @Winnetka & Wilson, Transformer H234)

Cable: 1/0	100	Winnetka	Winnetka	
Elbow terminations: 1/0	3	Winnetka	Winnetka	

Cold shrink sealing tubes for elbows	3	Winnetka	Winnetka	
15kV Insulated cap	3	Winnetka	Winnetka	
15kV Standoff	3	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	1	Winnetka	Winnetka	
Pel pack splicing kits	3	Winnetka	Winnetka	
Fault indicators	3	Winnetka	Winnetka	
Tie into existing manhole - first conduit	1	Winnetka	Winnetka	
Tie into existing manhole - additional conduit	1	Winnetka	Winnetka	
Conduit, 2-4"	30	Winnetka	Winnetka	
Ground rod	1	Winnetka	Winnetka	
Ground wire, 1/0	6	Winnetka	Winnetka	
Ground connector*	1	Winnetka	Winnetka	
Ground connector for transformer	2	Winnetka	Winnetka	
#9 Manhole (existing @ Wilson & Winnetka) to #10 Manhole (new @Woodland & Winnetka)				
Start pit	2	Winnetka	Winnetka	
Test holes - parkway	2	Winnetka	Winnetka	
Conduit: 2-5" conduits & 1-4" conduit	550	Winnetka	Winnetka	Village to pay for one of 5" conduits
Bore/ream	550	Winnetka	Winnetka	Village to pay incremental cost of larger bore
Tie into manhole, first conduit	2	Winnetka	Winnetka	
Tie into manhole, additional conduit	2	Winnetka	Winnetka	Village to pay for connection of second conduit
Cable, 350 MCM	600	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Splices	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
Cable, 1/0	600	Winnetka	Winnetka	
Splices, 1/0	3	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	2	Winnetka	Winnetka	
Pel pack splicing kits	0	Winnetka	Winnetka	
Manhole hanger	3	Winnetka	Winnetka	
Manhole rack	3	Winnetka	Winnetka	
Manhole rack insulator	3	Winnetka	Winnetka	
Ground rod	2	Winnetka	Winnetka	
Grounding wire, 4/0	36	Winnetka	Winnetka	
Ground connector*	2	Winnetka	Winnetka	

Duct shield	2	Winnetka	Winnetka	
Nylon tie	3	Winnetka	Winnetka	
#10 Manhole (new @Winnetka & Woodland) to #11 Manhole (new along Woodland)				
Manhole (delivery and crane set)		New Trier	Winnetka	
Manhole installation		New Trier	Winnetka	
Dump truck	16	New Trier	Winnetka	
Mini excavator	16	New Trier	Winnetka	
Foreman	16	New Trier	Winnetka	
Laborer (3 men x 2 days x 8 hours/day)	48	New Trier	Winnetka	
Start / End pit	2	New Trier	Winnetka	
Test holes - parkway	2	New Trier	Winnetka	
Conduit: 1-5" conduit & 1-4" conduit	440	New Trier	Winnetka	
Bore/ream	440	New Trier	Winnetka	
Tie into manhole, first conduit	2	New Trier	Winnetka	
Tie into manhole, additional conduit	4	New Trier	Winnetka	
Cable, 350 MCM	490	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Splices, 15kV	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
Cable, 1/0	490	Winnetka	Winnetka	
Splices, 15kV 1/0	3	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	2	Winnetka	Winnetka	
Manhole hanger	6	Winnetka	Winnetka	
Manhole rack	6	Winnetka	Winnetka	
Manhole rack insulator	6	Winnetka	Winnetka	
Crushed stone (ton)	10	New Trier	Winnetka	
Spoil removal	1	New Trier	Winnetka	
Ground rod	2	Winnetka	Winnetka	
Grounding wire, 4/0	36	Winnetka	Winnetka	
Ground connector*	2	Winnetka	Winnetka	
Duct shield	2	Winnetka	Winnetka	
Nylon tie	6	Winnetka	Winnetka	

#11 Manhole (new) to Switchgear

Cable: 350 mcm	100	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Cable: 1/0	100	Winnetka	Winnetka	
Terminations: 1/0	3	Winnetka	Winnetka	
Terminations: 350 mcm	6	Winnetka	Winnetka	
Lugs: 1/0	3	Winnetka	Winnetka	
Lugs: 350 mcm	6	Winnetka	Winnetka	
Fault indicators (underground)	3	Winnetka	Winnetka	
Ground rod	2	Winnetka	Winnetka	
Grounding wire, 4/0	24	Winnetka	Winnetka	
Grounding connector*	2	Winnetka	Winnetka	
Splice, 1/0	3	Winnetka	Winnetka	
Splice, 350 mcm	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
Switchgear	1	Winnetka	Winnetka	
Switchgear pad	1	Winnetka	Winnetka	
Switchgear fuse	3	Winnetka	Winnetka	
Conduit: 2-5"	30	Winnetka	Winnetka	
Conduit: 2-4"	30	Winnetka	Winnetka	
Mini excavator	16	New Trier	Winnetka	
Dump truck	16	New Trier	Winnetka	
Foreman	16	New Trier	Winnetka	
Laborer (3 men x 2 days x 8 hours/day)	48	New Trier	Winnetka	
Conduit 5"	24	New Trier	Winnetka	
Tie into existing manhole / base	2	New Trier	Winnetka	
Tie into existing manhole, additional	2	New Trier	Winnetka	
Manhole (delivery and crane set)	1	New Trier	Winnetka	
Crushed stone (ton)	10	New Trier	Winnetka	
Spoil removal	1	New Trier	Winnetka	
Durium bolt/nut set	9	Winnetka	Winnetka	
Pel pack splicing kits	9	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	1	Winnetka	Winnetka	
Padlock	1	Winnetka	Winnetka	

#11 Manhole (new along Woodland) to Transformer #1				
Cable: 1/0	100	Winnetka	Winnetka	
Elbow terminations: 1/0	6	Winnetka	Winnetka	
Cold shrink sealing tubes for elbows	6	Winnetka	Winnetka	
15kV Insulated cap	3	Winnetka	Winnetka	
15kV Standoff	3	Winnetka	Winnetka	
Padlock	1	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	1	Winnetka	Winnetka	
Pel pack splicing kits	6	Winnetka	Winnetka	
Fault indicators	3	Winnetka	Winnetka	
Excavation and installation of trans. Pad	1	New Trier	Winnetka	
Transformer 2500 kVA*	1	Winnetka	Winnetka	
Transformer pad*	1	New Trier	Winnetka	
Secondary connectors, 500 MCM	32	Winnetka	Winnetka	
Spoil removal	0.5	New Trier	Winnetka	
Crushed stone (ton)	3	New Trier	Winnetka	
Tie into existing manhole - first conduit	1	New Trier	Winnetka	
Tie into existing manhole - additional cond	1	New Trier	Winnetka	
Conduit, 2-4"	30	New Trier	Winnetka	
Ground rod	1	Winnetka	Winnetka	
Ground wire, 1/0	6	Winnetka	Winnetka	
Ground connector*	1	Winnetka	Winnetka	
Ground connector for transformer	2	Winnetka	Winnetka	
#11 Manhole (new along Woodland) to Transformer #2				
Cable: 1/0	100	Winnetka	Winnetka	
Elbow terminations: 1/0	6	Winnetka	Winnetka	
Cold shrink sealing tubes for elbows	6	Winnetka	Winnetka	
15kV Insulated cap	3	Winnetka	Winnetka	
15kV Standoff	3	Winnetka	Winnetka	
Padlock	1	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	1	Winnetka	Winnetka	
Pel pack splicing kits	6	Winnetka	Winnetka	

Fault indicators	3	Winnetka	Winnetka	
Excavation and installation of trans. Pad	1	New Trier	Winnetka	
Transformer 2500 kVA*	1	Winnetka	Winnetka	
Transformer pad*	1	New Trier	Winnetka	
Crushed stone	3	New Trier	Winnetka	
Secondary connectors, 500 MCM	32	Winnetka	Winnetka	
Secondary connectors, 600 MCM*	4	Winnetka	Winnetka	
Spoil removal	0.5	New Trier	Winnetka	
Tie into existing manhole - first conduit	1	New Trier	Winnetka	
Tie into existing manhole - additional cond	1	New Trier	Winnetka	
Conduit, 2-4"	30	New Trier	Winnetka	
Ground rod	1	Winnetka	Winnetka	
Ground wire, 1/0	6	Winnetka	Winnetka	
Ground connector*	1	Winnetka	Winnetka	
Ground connector for transformer	2	Winnetka	Winnetka	

#11 Manhole (new along Woodland) to #12 Manhole (new@ Woodland & Sunset)

Manhole material (delivery and crane set)		New Trier	Winnetka	
Manhole installation		Winnetka	Winnetka	
Dump truck	16	New Trier	Winnetka	
Mini excavator	16	New Trier	Winnetka	
Foreman	16	New Trier	Winnetka	
Laborer (3 men x 2 days x 8 hours/day)	48	New Trier	Winnetka	
Start / End pit	2	New Trier	Winnetka	
Test holes - parkway	2	New Trier	Winnetka	
Conduit: 2-5" conduits & 1-4" conduit	500	New Trier	Winnetka	
Bore/ream	500	New Trier	Winnetka	
Tie into manhole, first conduit	2	New Trier	Winnetka	
Tie into manhole, additional conduit	2	New Trier	Winnetka	
Cable, 350 MCM	550	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Splices	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
Cable, 1/0	550	Winnetka	Winnetka	

Splices, 15kV 1/0	3	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	2	Winnetka	Winnetka	
Pel pack splicing kits	0	Winnetka	Winnetka	
Manhole hanger	6	Winnetka	Winnetka	
Manhole rack	6	Winnetka	Winnetka	
Manhole rack insulator	6	Winnetka	Winnetka	
Crushed stone (ton)	10	New Trier	Winnetka	
Spoil removal	1	New Trier	Winnetka	
Ground rod	2	Winnetka	Winnetka	
Grounding wire, 4/0	36	Winnetka	Winnetka	
Ground connector*	2	Winnetka	Winnetka	
Duct shield	2	Winnetka	Winnetka	
Nylon tie	6	Winnetka	Winnetka	

#12 Manhole (new@ Woodland & Sunset) to Switchgear

Manhole (delivery and crane set)	1	New Trier	Winnetka	
Cable: 350 mcm	100	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Cable: 1/0	100	Winnetka	Winnetka	
Terminations: 1/0	3	Winnetka	Winnetka	
Terminations: 350 mcm	6	Winnetka	Winnetka	
Lugs: 1/0	3	Winnetka	Winnetka	
Lugs: 350 mcm	6	Winnetka	Winnetka	
Fault indicators (underground)	3	Winnetka	Winnetka	
Ground rod	2	Winnetka	Winnetka	
Grounding wire, 4/0	24	Winnetka	Winnetka	
Grounding connector*	2	Winnetka	Winnetka	
Splice, 1/0	3	Winnetka	Winnetka	
Splice, 350 mcm	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
Switchgear	1	Winnetka	Winnetka	
Switchgear pad	1	Winnetka	Winnetka	
Switchgear fuse	3	Winnetka	Winnetka	
Conduit: 2-5"	30	New Trier	Winnetka	

Conduit: 2-4"	30	New Trier	Winnetka	
Mini excavator	16	New Trier	Winnetka	
Dump truck	16	New Trier	Winnetka	
Foreman	16	New Trier	Winnetka	
Laborer (3 men x 2 days x 8 hours/day)	48	New Trier	Winnetka	
Conduit 5"	24	New Trier	Winnetka	
Tie into existing manhole / base	2	New Trier	Winnetka	
Tie into existing manhole, additional	2	New Trier	Winnetka	
Crushed stone (ton)	10	New Trier	Winnetka	
Spoil removal	1	New Trier	Winnetka	
Durium bolt/nut set	9	Winnetka	Winnetka	
Pel pack splicing kits	9	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	1	Winnetka	Winnetka	
Padlock	1	Winnetka	Winnetka	

#12 Manhole (new@ Woodland & Sunset) to #13 Manhole (new on Woodland)

Manhole (delivery and crane set)		Winnetka	Winnetka	
Manhole installation		Winnetka	Winnetka	
Mini excavator	16	Winnetka	Winnetka	
Dump truck	16	Winnetka	Winnetka	
Foreman	16	Winnetka	Winnetka	
Laborer (3 men x 2 days x 8 hours/day)	48	Winnetka	Winnetka	
Start pit	2	Winnetka	Winnetka	
Test holes - parkway	2	Winnetka	Winnetka	
Conduit, 2-5" conduits	770	Winnetka	Winnetka	Village to pay for one conduit
Bore/ream	770	Winnetka	Winnetka	Village to pay incremental cost for larger bore
Tie into manhole, first conduit	2	Winnetka	Winnetka	
Tie into manhole, additional conduit	2	Winnetka	Winnetka	
Cable: 350 mcm	820	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Splices	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
Ground rod	2	Winnetka	Winnetka	
Ground wire, 4/0	36	Winnetka	Winnetka	

Ground connection	2	Winnetka	Winnetka	
Fault indicators (underground):	3	Winnetka	Winnetka	
Cable pulling lubricant, 5 gallon pail	1	Winnetka	Winnetka	
Duct shield	2	Winnetka	Winnetka	
Nylon tie	6	Winnetka	Winnetka	
Crushed stone (ton)	10	Winnetka	Winnetka	
Spoil removal	1	Winnetka	Winnetka	
Manhole hanger	6	Winnetka	Winnetka	
Manhole rack	6	Winnetka	Winnetka	
Manhole rack insulator	6	Winnetka	Winnetka	
#12 Manhole (new on Woodland) to Riser Pole on Woodland				
Conduit installation; 5"	475	Winnetka	Winnetka	
Bore/ream 8"	475	Winnetka	Winnetka	
Tie into existing manhole, first conduit	1	Winnetka	Winnetka	
Cable: 350 mcm	515	Winnetka	Winnetka	Village to pay incremental cost of larger cable size
Terminations	3	Winnetka	Winnetka	
Lugs	3	Winnetka	Winnetka	
Ground rod	2	Winnetka	Winnetka	
Ground wire, 4/0	36	Winnetka	Winnetka	
Ground connection	2	Winnetka	Winnetka	
Fault indicators (overhead):	3	Winnetka	Winnetka	
Fault indicators (underground):	3	Winnetka	Winnetka	
Splice	3	Winnetka	Winnetka	Village to pay incremental cost of larger splice
Cable pulling lubricant, 5 gallon pail	1	Winnetka	Winnetka	
Pel pack splicing kits	3	Winnetka	Winnetka	
900A disconnects	3	Winnetka	Winnetka	
Durium bolt/nut set	3	Winnetka	Winnetka	
Arrester bracket	1	Winnetka	Winnetka	
Arrester	3	Winnetka	Winnetka	
Hotline clamp	3	Winnetka	Winnetka	
Duct shield	2	Winnetka	Winnetka	

Nylon tie	1	Winnetka	Winnetka	
Misc. and Overhead Reconfigure				
Professional services	As req'd.	Winnetka	Winnetka	
Transformer (spare)	1	Winnetka	Winnetka	
Overtime for outage to connect loop	1	Winnetka	Winnetka	
Pole 45-2 (Replace existing with taller)	1	Winnetka	Winnetka	
Wood Arm 8 ft.	2	Winnetka	Winnetka	
Cross arm brace	2	Winnetka	Winnetka	
IDOT permit filing	1	Winnetka	Winnetka	
Meter	3	Winnetka	Winnetka	
PT for metering	3	Winnetka	Winnetka	
CT's for metering	9	Winnetka	Winnetka	
Pull line	3	Winnetka	Winnetka	
900A disconnects	3	Winnetka	Winnetka	
Secondary cable; transformer to building		New Trier	New Trier	Purchased, installed and owned by New Trier
Conduit for secondary cable; transformer to bldg..		New Trier	New Trier	Purchased, installed and owned by New Trier
Relocate 4kV Circuits for Utility Conflict				
Cable: 350 mcm	420	Winnetka	Winnetka	
Terminations	3	Winnetka	Winnetka	
Lugs	3	Winnetka	Winnetka	
Splices	3	Winnetka	Winnetka	
Neutral Conductor	420	Winnetka	Winnetka	
Conduit - removal and re-installation (T&M Contractor)				
Dump truck	40	Winnetka	Winnetka	
Mini-excavator	40	Winnetka	Winnetka	
Foreman	40	Winnetka	Winnetka	
Laborers	40	Winnetka	Winnetka	
Concrete	2	Winnetka	Winnetka	
Conduit	140	Winnetka	Winnetka	

ESTIMATED COSTS

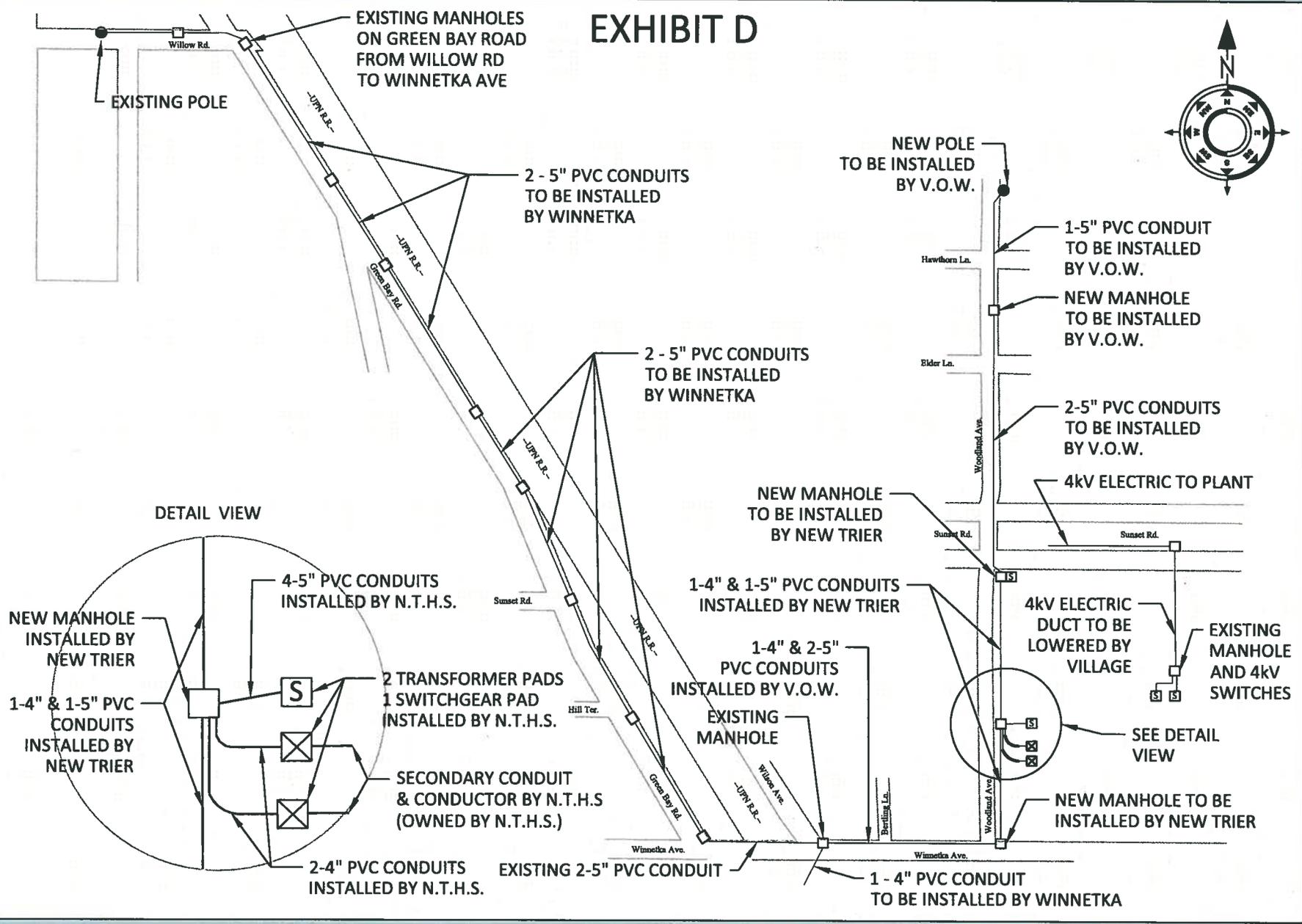
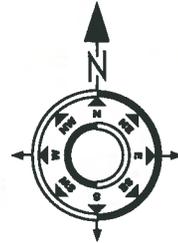
Material:	\$542,800.39
Contractor Labor & Conduit:	\$269,997.49
Village Labor & Equipment:	\$398,685.76
Sub Total:	\$1,211,483.64

Less Village Pay Items (increased
conductor size or spare conduit at select
locations)

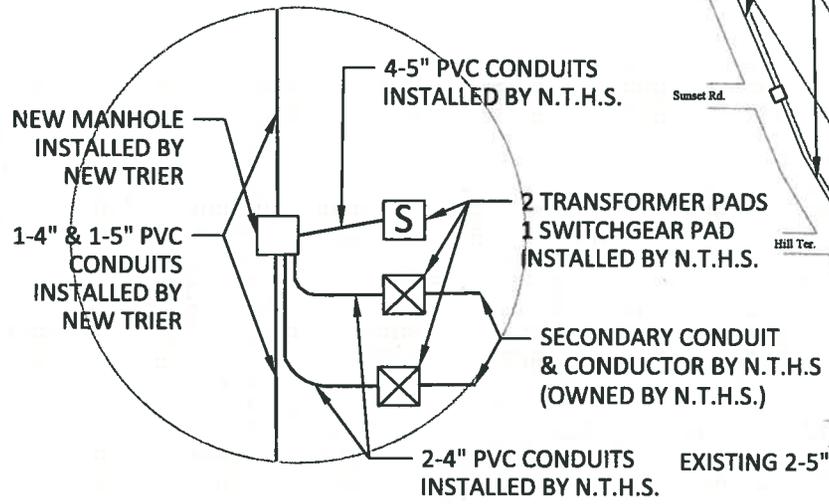
	\$129,952.12
ESTIMATED TOTAL COST:	\$1,081,531.52

EXHIBIT D
Electric Improvements Drawings

EXHIBIT D



DETAIL VIEW



VILLAGE OF WINNETKA WATER AND ELECTRIC

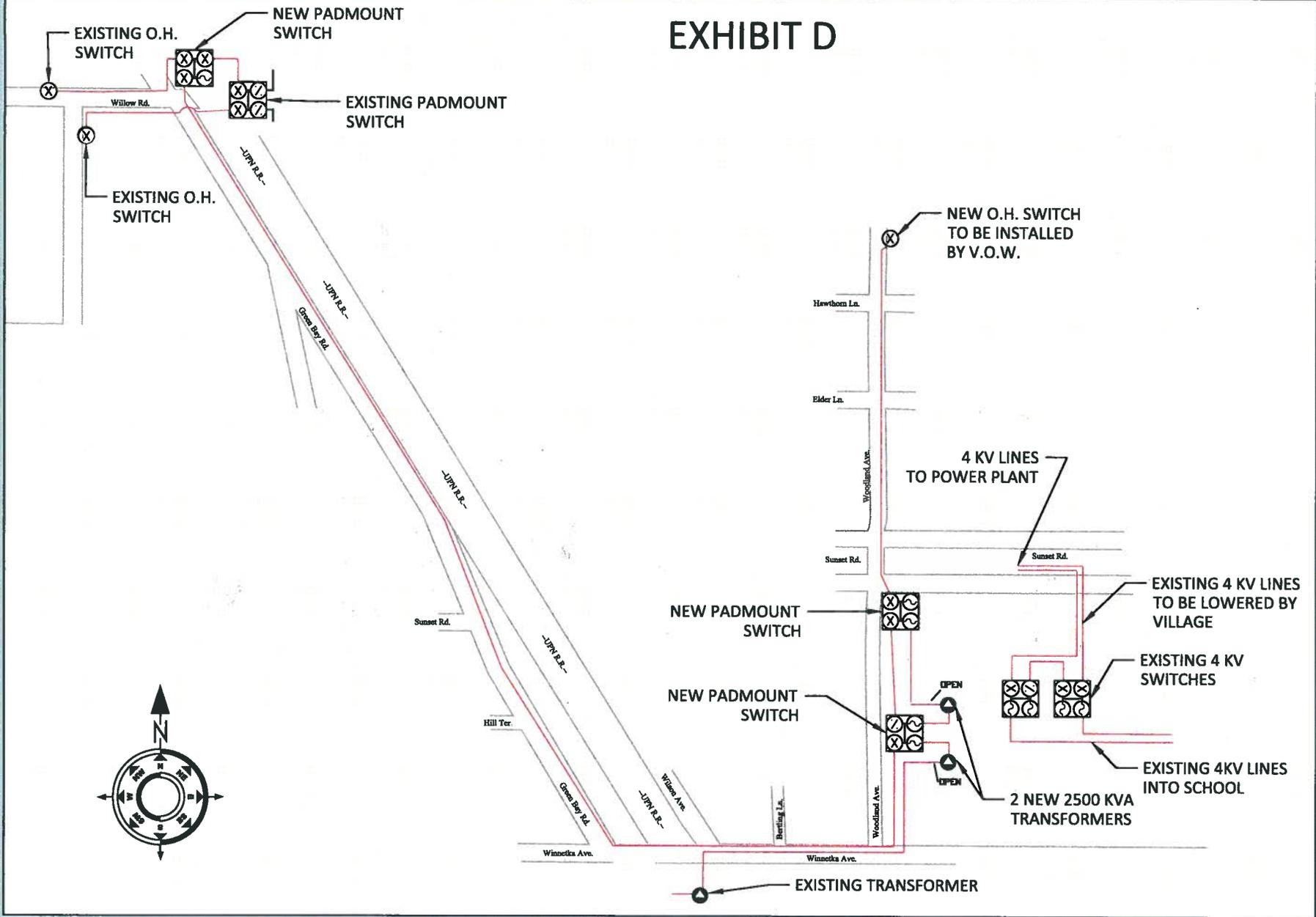
N.T.H.S. ELECTRIC IMPROVEMENT DRAWINGS - CONDUIT

Drawn by: N. SCHREINER / VOW

DATE: 4/9/15

PG 1 OF 2

EXHIBIT D



VILLAGE OF WINNETKA WATER AND ELECTRIC

N.T.H.S. ELECTRIC IMPROVEMENT DRAWINGS - ONE LINE

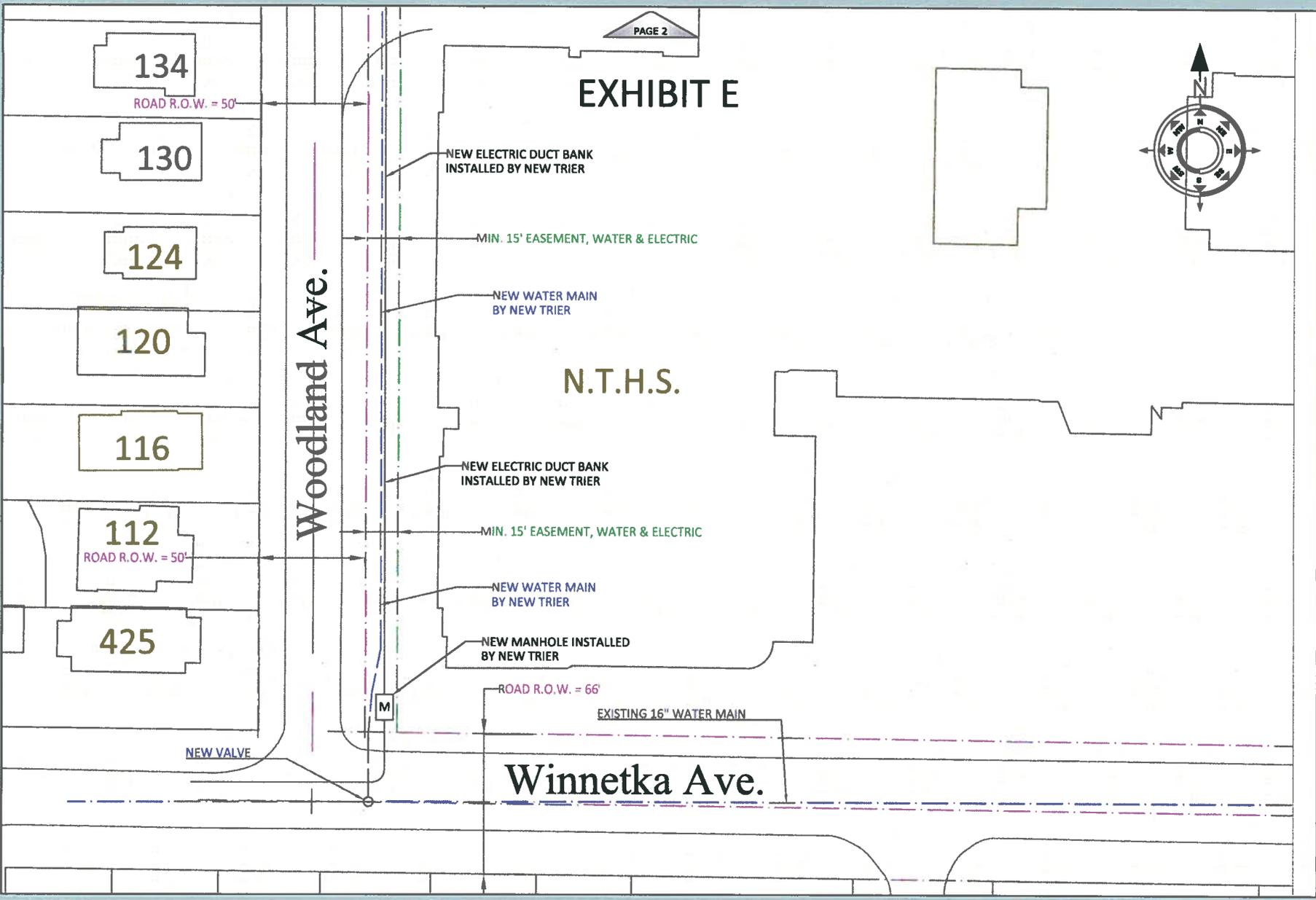
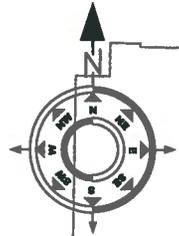
DRAWN BY: N. SCHREINER / VOW

DATE: 4/9/15

PG 2 OF 2

EXHIBIT E
Temporary Easement Premises

EXHIBIT E



VILLAGE OF WINNETKA WATER AND ELECTRIC

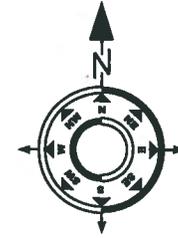
N.T.H.S UTILITY EASEMENTS

DRAWN BY: N. SCHREINER / V.O.W.

DATE: 4/9/15

PG 1 OF 4

EXHIBIT E



164

ROAD R.O.W. = 50'

NEW ELECTRIC DUCT BANK
INSTALLED BY NEW TRIER

MIN. 15' EASEMENT, WATER & ELECTRIC

158

NEW WATER MAIN
BY NEW TRIER

146

MIN. 15' EASEMENT, WATER & ELECTRIC

NEW WATER SERVICE ENTRANCE
INSTALLED BY NEW TRIER

MIN. 10' CLEARANCE TO FRONT OF SWITCH

MIN. 10' CLEARANCE BETWEEN SWITCH AND TRANSFORMER

138

MIN. 4' CLEARANCE BETWEEN TRANSFORMERS

MIN. 4' CLEARANCE TO SIDE OF TRANSFORMER

VILLAGE OF WINNETKA WATER AND ELECTRIC

N.T.H.S UTILITY EASEMENTS

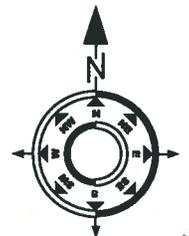
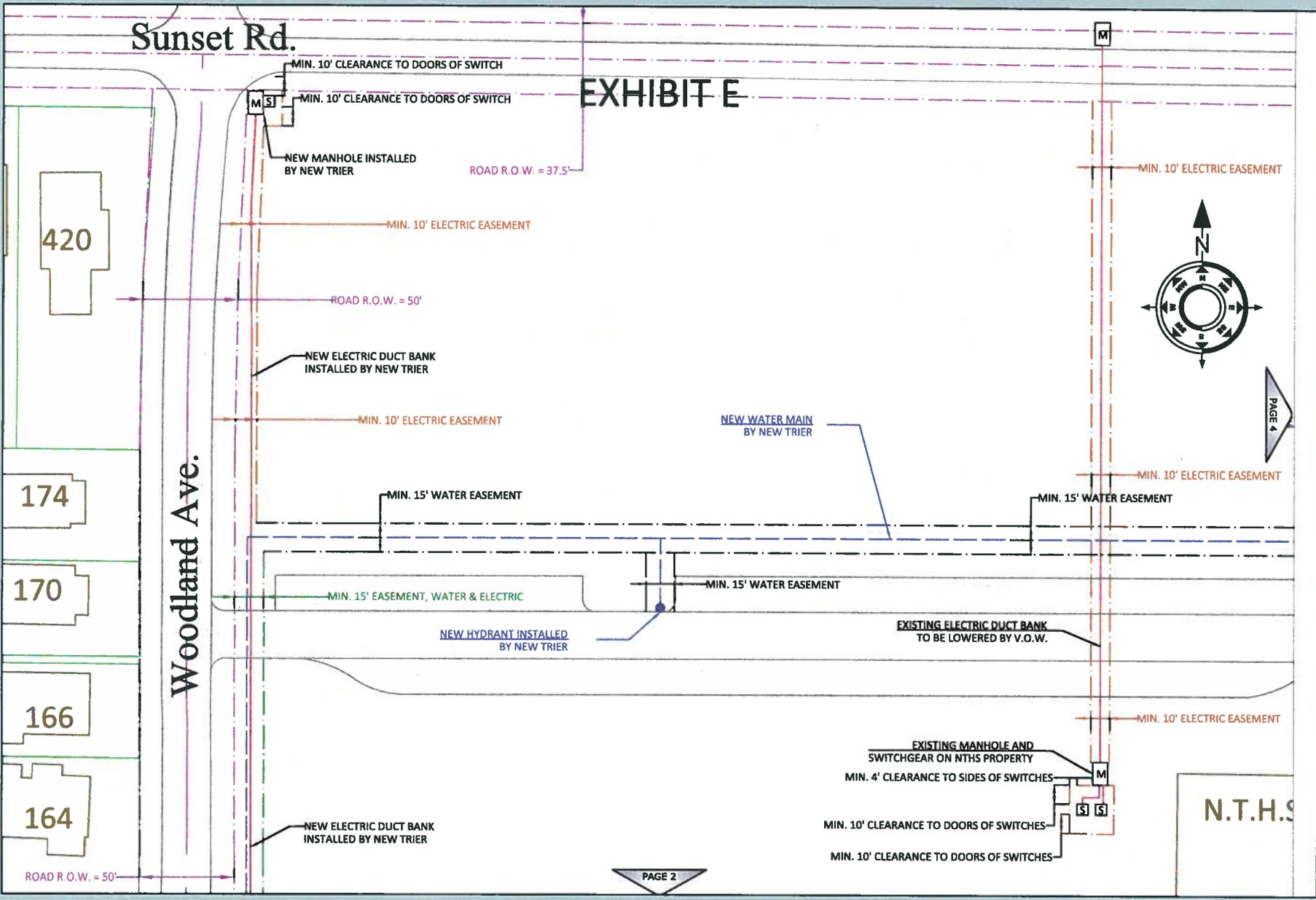
DRAWN BY: N. SCHREINER / V.O.W.

DATE: 4/9/15

PG 2 OF 4

Sunset Rd.

EXHIBIT E



PAGE 4

PAGE 2

VILLAGE OF WINNETKA WATER AND ELECTRIC

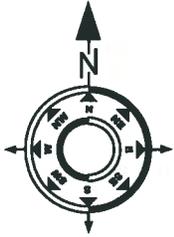
N.T.H.S UTILITY EASEMENTS

DRAWN BY: N. SCHREINER / V.O.W.

DATE: 4/9/15

PAGE 3 OF 4

EXHIBIT E



NEW WATER MAIN
BY NEW TRIER

NEW VALVE

MIN. 10' ELECTRIC EASEMENT

MIN. 15' WATER EASEMENT

MIN. 15' WATER EASEMENT

MIN. 15' WATER EASEMENT

ROAD R.O.W. = 50'

EXISTING ELECTRIC DUCT BANK
TO BE LOWERED BY V.O.W.

NEW HYDRANT INSTALLED
BY NEW TRIER

MIN. 10' ELECTRIC EASEMENT

EXISTING 6" WATER MAIN

EXISTING MANHOLE AND
CHGEAR ON NTHS PROPERTY
CLEARANCE TO SIDES OF SWITCHES

CLEARANCE TO DOORS OF SWITCHES

CLEARANCE TO DOORS OF SWITCHES

N.T.H.S.

Essex Ave.

VILLAGE OF WINNETKA WATER AND ELECTRIC

N.T.H.S UTILITY EASEMENTS

DRAWN BY: N. SCHREINER / V.O.W.

DATE: 4/9/15

PAGE 4 OF 4

EXHIBIT F
Utility Easement Agreement

After Recording Mail To:
Brian P. Crowley
Franczek Radelet
300 South Wacker, Suite 3400
Chicago, Illinois 60606

(Recorder's use only)

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (this “Agreement”) is by and between the Board of Education of New Trier Township High School District No. 203, Cook County, Illinois (the “School District”) and the Village of Winnetka, an Illinois home rule municipal corporation (the “Village”).

For and in consideration of the sum of Ten Dollars (\$10.00) and any other good and valuable consideration, receipt of which is hereby acknowledged, subject to the provisions contained in this Agreement, the School District grants the Village an easement as follows:

Section 1. Grant of Easement. The School District is the record title owner of that certain property commonly known as 385 Winnetka Avenue, in Winnetka, Illinois, and legally described in Exhibit 1 attached to and, by this reference, made a part of this Agreement (the “Property”). Subject to the provisions contained in this Agreement, the School District hereby grants a permanent non-exclusive easement to the Village and to its successors and assigns, in, upon, across, over, under and through the areas on the Property described in Exhibit 2 (the “Easement Areas”), which Exhibit is incorporated in this Agreement, for the purpose of installing, constructing, inspecting, operating, removing, repairing, cleaning, and maintaining

(collectively, “Work”) a section of water main and electrical cables, conduits, and switchgear (collectively, the “Facilities”) within the Easement Areas.

Section 2. Reserved Right. The School District reserves the right to use the Easement Areas in any manner that will not prevent or interfere in any way with the exercise by the Village of the rights granted herein; provided, however, that the School District shall not permanently or temporarily improve or obstruct the Easement Areas or cause any improvements or obstructions to be constructed on the Easement Areas that would impair the exercise by the Village of the rights granted herein without the express prior written consent of the Village Director of Water and Electric.

Section 3. Restoration of School District Property. Upon completion of any Work on the Facilities by the Village, the Village agrees, at its sole cost, to: (a) replace and grade any and all topsoil removed by the Village; (b) replace any and all sod removed by the Village with sod of like quality; (c) replace any and all natural grass removed by the Village by seeding with a good quality seed; and (d) restore any and all paved surfaces disturbed by the Village to the condition such paved surfaces were in immediately preceding the commencement of the Work on the Facilities by the Village (collectively, the “Restoration Work”). Subject to seasonal conditions that do not reasonably allow the Village to perform the Restoration Work, if the Village fails to begin the performance of Restoration Work within seven days after receipt of written notice from the School District requesting such Restoration Work, then the School District may utilize its own forces or a third party to perform the Restoration Work, and the Village shall pay for all costs incurred by the School District within 30 days after the Village’s receipt of a written demand for payment from the School District.

Section 4. Indemnity. The Village shall hold harmless and indemnify the School District, its Board, Board members, employees, agents, volunteers, and successors, from all claims, losses, liability, costs, and expenses (including attorneys' fees and litigation costs) related to damages to property or person (including death), that arise directly from Work performed by the Village on the Facilities within the Easement Areas.

Section 5. No Lien. The Village shall not permit any lien to stand against School District property related to the easement granted in this Agreement or any improvements thereon for any labor or materials in connection with work performed under this Agreement. In the event of any such lien attaching to School District property or any improvements thereon, the Village shall immediately have such lien released.

Section 6. Covenants Running with the Land. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Property and shall be binding upon and inure to the benefit of the School District and the Village and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements or covenants shall continue only until 21 years after

Execution Copy

the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.

Section 7. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the School District or the Village.

Section 8. Amendment. This Agreement may be modified, amended, or annulled only by written agreement of the School District and the Village.

Section 8. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement on the date(s) indicated.

BOARD OF EDUCATION OF NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT NO. 203, COOK COUNTY, ILLINOIS	VILLAGE OF WINNETKA, ILLINOIS
_____ President	_____ President
Attest: _____ Secretary	Attest: _____ Village Clerk
Dated: _____	Dated: _____

Execution Copy

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, President and _____, Secretary of the Board of Education of New Trier Township High School District No. 202, Cook County, Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes herein set forth.

Given under my hand an official seal, this _____ day of _____, 2015.

Notary Public

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, President and _____, Village Clerk of the Village of Winnetka, Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes herein set forth.

Given under my hand an official seal, this _____ day of _____, 2015.

Notary Public

Exhibit 1 of Easement Agreement
Legal Description of Property

OF LOTS 32 TO 46. INCLUSIVE, IN "REMY PARK SUBDIVISION", LOTS 1 AND 2 IN THE SUBDIVISION OF LOT 5 IN CIRCUIT COURT PARTITION, LOT 6 IN CIRCUIT COURT PARTITION AND THAT PART OF LOT 4 IN CIRCUIT COURT PARTITION DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4, THENCE SOUTH ALONG THE WEST LINE OF SAID LOT, 800.58 FEET TO THE CENTER-LINE OF WINNETKA AVENUE, THENCE EAST ALONG THE CENTER-LINE OF WINNETKA AVENUE, 440.00 FEET, THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE NORTH LINE OF SAID LOT 4, 126.97 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 4, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

Exhibit 2 of Easement Agreement
Easement Description

[TO BE DETERMINED AND INSERTED AFTER THE COMPLETION OF ALL WORK ON THE UTILITY IMPROVEMENTS PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT]



Agenda Item Executive Summary

Title: Ordinance No. M-10-2015: 1050 Spruce Street, Variations for the Construction and Use of a New Detached Garage- Introduction

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date: 04/21/2015

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

Consent: YES NO

Item History:

None.

Executive Summary:

The request is for variations from Sections 17.30.050 [Front and Corner Yard Setbacks] and 17.30.110 [Garages] of the Winnetka Zoning Ordinance to permit the construction of a detached garage that would provide a front (corner) yard setback of 6.41 ft. from Rosewood Avenue, whereas a minimum of 20 ft. is required, a variation of 13.59 ft. (67.95%) and to allow an accessory building to be placed nearer the street line than the principal building.

The variations are being requested in order to construct a two-car detached garage measuring 20.45 ft. x 22 ft. In addition to the front (corner) setback variation, a second variation is necessary to allow the garage to be located nearer the street line than the residence. The proposed residence would be setback 14.23 ft. from Rosewood Avenue.

The proposed garage is part of a larger project to redevelop the site with a new residence. With the exception of the variations related to the detached garage, the proposed residence and related improvements comply with all other zoning requirements.

Recommendation:

Consider introduction of Ordinance No. M-10-2015, granting variations from the minimum required front (corner) yard setback and garage regulations to permit the construction of a detached garage at 1050 Spruce Street.

Attachments:

- Agenda Report
- Attachment A: Zoning Matrix
- Attachment B: Ordinance M-10-2015
- Attachment C: GIS Aerial Map
- Attachment D: Variation Application

AGENDA REPORT

TO: Village Council

PREPARED BY: Michael D'Onofrio, Director of Community Development

SUBJECT: 1050 Spruce St., Ord. M-10-2015
(1) Front and Corner Yard Setbacks
(2) Garages

DATE: March 20, 2015

Ordinance M-10-2015 grants variations from Sections 17.30.050 [Front and Corner Yard Setbacks] and 17.30.110 [Garages] of the Winnetka Zoning Ordinance to permit the construction of a detached garage that would provide a front (corner) yard setback of 6.41 ft. from Rosewood Ave., whereas a minimum of 20 ft. is required, a variation of 13.59 ft. (67.95%) and to allow an accessory building to be placed nearer the street line than the principal building.

The variations are being requested in order to construct a two-car detached garage measuring 20.45 ft. x 22 ft. that would provide a setback of 6.41 ft. from the west property line along Rosewood Ave. The zoning ordinance requires detached garages on a corner lot be setback at least 20 ft. from the corner lot line.

In addition to the front (corner) setback variation, a second variation is necessary to allow the garage to be located nearer the street line than the residence. The proposed residence would be setback 14.23 ft. from Rosewood Ave.

The property is located in the R-5 Single Family Residential District at the southeast corner of Spruce St. and Rosewood Ave.

The proposed garage is part of a larger project to redevelop the site with a new residence. With the exception of the variations related to the detached garage, the proposed residence and related improvements comply with all other zoning requirements. The attached zoning matrix summarizes the work proposed.

The petitioner purchased the property in 2011.

There are no previous zoning variations for this property.

Recommendation of Advisory Board

The Zoning Board of Appeals considered the application at its meeting March 9, 2015. The five voting members present voted unanimously to recommend approval of the variation request.

Recommendation

Consider introduction of Ord. M-10-2015, granting variations from the minimum required front (corner) yard setback and garage regulations to permit the construction of a detached garage.

1050 Spruce St.
March 20, 2015
Page 2 of 2

Attachments

Attachment A: Zoning Matrix

Attachment B: Ordinance M-10-2015

Attachment C: GIS Aerial Map

Attachment D: Variation Application

ATTACHMENT A

ZONING MATRIX

ADDRESS: 1050 Spruce St.
CASE NO: 15-06-V2
ZONING: R-5

ITEM	REQUIREMENT	EXISTING	PROPOSED	TOTAL	STATUS
Min. Lot Size	8,900 SF	8,873 SF	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	70 FT	50 FT	N/A	N/A	EXISTING NONCONFORMING
Max. Roofed Lot Coverage	2,218.25 SF (1)	N/A	2,200.44 SF	2,200.44 SF	OK
Max. Gross Floor Area	3,371.74 SF (1)	N/A	3371 SF	3371 SF	OK
Max. Impermeable Lot Coverage	4,436.5 SF (1)	N/A	3,392.65 SF	3,392.65 SF	OK
Min. Front Yard (Spruce/North)	30 FT	N/A	32.47 FT	N/A	OK
Min. Corner Yard (Rosewood/West)	14 FT	N/A	14.23 FT (2)	N/A	OK
Detached Garage Setback	20 FT	N/A	6.41 FT	N/A	13.59 FT (67.95%) VARIATION
Min. Side Yard (East)	6 FT	N/A	6.5 FT	N/A	OK
Min. Rear Yard (South)	25 FT	N/A	(+) 25 FT	N/A	OK
Detached Garage Setback	0 FT	N/A	4.25 FT	N/A	OK

NOTES:

- (1) Based on lot area of 8,873 SF
- (2) Setback to proposed residence.

ATTACHMENT B

ORDINANCE NO. M-10-2015

**AN ORDINANCE GRANTING VARIATIONS
FROM THE WINNETKA ZONING ORDINANCE
FOR THE CONSTRUCTION AND USE OF A NEW DETACHED GARAGE
WITHIN THE R-5 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT
(1050 Spruce Street)**

WHEREAS, 1050 Spruce, LLC ("*Applicant*"), is the record title owner of that certain parcel of real property commonly known as 1050 Spruce 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 located in the R-5 Single Family Residential District ("*R-5 District*") of the Village on a corner lot at the intersection of Spruce Street and Rosewood Avenue in the Village; and

WHEREAS, the Subject Property is improved with a single-family residence and detached garage (collectively, the "*Existing Improvements*"); and

WHEREAS, the Applicant desires to demolish the Existing Improvements and construct on the Subject Property a new single-family residence ("*Proposed Residence*") and a new detached two-car garage ("*Proposed Garage*") (collectively, the "*Proposed Improvements*"); and

WHEREAS, pursuant to: (i) Section 17.30.050.C.5 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), an accessory structure located on a corner lot may not be constructed nearer to the street line of the lot than the principal building located on the lot; and (ii) Section 17.30.110.E of the Zoning Ordinance, a detached garage located in a corner yard must have a setback from the street that is equal to the setback of the principal building, provided that the garage setback must not be less than 20 feet; and

WHEREAS, the Applicant desires to construct the Proposed Garage on the Subject Property: (i) at a location nearer to the street line of Rosewood Avenue than the location of the Proposed Residence, in violation of Section 17.30.050.C.5 of the Zoning Ordinance; and (ii) with a corner yard setback of 6.41 feet from Rosewood Avenue, in violation of Section 17.30.110.E of the Zoning Ordinance; and

WHEREAS, the Applicant filed an application for variations from: (i) Section 17.30.050.C.5 of the Zoning Ordinance to permit the construction of the Proposed Garage on the Subject Property at a location nearer to the street line of Rosewood Avenue than the location of the Proposed Residence; and (ii) Section 17.30.110.E of the Zoning Ordinance to permit the construction of the Proposed Garage on the Subject Property with a corner yard setback from Rosewood Avenue of 6.41 feet, where a corner yard setback of 20 feet is otherwise required (collectively, the "*Variations*"); and

WHEREAS, on March 9, 2015, after due notice thereof, the Zoning Board of Appeals (“**ZBA**”) conducted a public hearing on the Variations and, by the unanimous vote of the five members then present, recommended that the Council of the Village of Winnetka (“**Village Council**”) approve the Variations; and

WHEREAS, pursuant to Chapter 17.60 of the Zoning Ordinance, the ZBA heard evidence and made certain findings in support of recommending approval of the Variations, which findings are set forth in the ZBA public hearing minutes attached to and, by this reference, made a part of this Ordinance as **Exhibit B**; 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 provisions or regulations of the Zoning Ordinance from which the Variations have been sought; and

WHEREAS, the Village Council has determined that approval of the Variations for the construction of the Proposed Garage on 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 Village Council hereby grants the Variations from: (a) Section 17.30.050.C.5 of the Zoning Ordinance to permit the construction of the Proposed Garage on the Subject Property at a location nearer to the street line of Rosewood Avenue than the location of the Proposed Residence; and (ii) Section 17.30.110.E of the Zoning Ordinance to permit the construction of the Proposed Garage on the Subject Property with a corner yard setback from Rosewood Avenue of 6.41 feet.

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

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvements and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.

- C. 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 Improvements on the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards: the plans titled "Overall Site Plan – W/Option 4 Variation," prepared by H. Gary Frank Architects AIA, LTD, consisting of one sheet, and dated February 4, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**.

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

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

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

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

SECTION 8: EFFECTIVE DATE.

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

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit D** 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 _____, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2015.

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 _____,
2015.

Introduced: April 21, 2015

Passed and Approved: _____, 2015

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 10 in Block 4 in Groveland Addition to Winnetka, being a subdivision of the East 70 acres of the Northwest Quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 1050 Spruce Street, Winnetka, Illinois.

EXHIBIT B

PUBLIC HEARING MINUTES OF THE ZBA

**WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MINUTES
MARCH 9, 2015**

Zoning Board Members Present: Joni Johnson, Chairperson
Chris Blum
Andrew Cripe
Carl Lane
Scott Myers

Zoning Board Members Absent: Mary Hickey
Jim McCoy

Village Staff: Michael D’Onofrio, Director of Community
Development
Ann Klaassen, Planning Assistant

Agenda Items:

Case No. 15-06-V2: 1050 Spruce Street
Arbor Development 1050 LLC / H. Gary
Frank Variations by Ordinance
1. Front and Corner Yard Setbacks
2. Garages

1050 Spruce Street, Case No. 15-06-V2, Arbor Development 1050 LLC / H. Gary Frank; Variations by Ordinance: (1) Front and Corner Yard Setbacks and (2) Garages

Mr. D’Onofrio read the public notice. The purpose of this hearing is to hear testimony and receive public comment regarding a request by Arbor Development 1050 LLC / H. Gary Frank concerning variations by Ordinance from Sections 17.30.050 [Front and Corner Yard Setbacks] and 17.30.110 [Garages] of the Winnetka Zoning Ordinance to permit the construction of a detached garage that would provide a front (corner) yard setback of 6.41 ft. from Rosewood Ave., whereas a minimum of 20 ft. is required, a variation of 13.59 ft. (67.95%) and to allow an accessory building to be placed nearer the street line than the principal building.

Chairperson Johnson swore in those that would be speaking on this case.

Gary Frank introduced himself to the Board as the local architect who lives in Winnetka and stated that he lives one block from the applicant's home. He stated that the request is for a variation for a detached garage which will be in violation of current codes. Mr. Frank then stated that the reasons for the request are based on the topography of the site, the possibility of the removal of significant trees and the lack of available alternatives where the degree of the existing legal nonconformity would not be an increase or additional nonconformities would be created. He then referred the Board to a photograph of the home, all of which are included in the packet of information. Mr. Frank then referred to the photograph of the existing site and stated that there are a couple of anomalies.

Mr. Frank stated that with regard to photograph no. 1, it showed the existing home with the existing garage. He noted that the site sloped from Spruce and that there is a slope of 6 feet 9 inches. Mr. Frank also stated that the site sloped east to west at 2 feet 6 inches over 50 feet of the site. He stated that because of those two issues, they are requesting a variation.

Mr. Frank then stated that the existing garage sat right at the corner of the alley and the property line. He noted that the occupants do not use both doors now and that they use the Rosewood side door facing west. Mr. Frank then referred the Board to photograph no. 4 where you can see where the garage sloped up to the north.

Mr. Myers stated that he had questions with regard to the slope and asked if the trees in the alley are small.

Mr. Frank responded that they met with Jim Stier with regard to the trees.

Mr. Myers then asked if they can be easily replaced if taken down. He stated that it is really a question of the slope and commented that the slope did not look that dramatic. Mr. Myers then stated that if they were to dig the foundation then the garage can be set down and set back some amount from the alley, could they grade from the driveway to the alley.

Mr. Frank stated that there are two parts in the packet of materials, the first of which related to the alley elevations on Z.5 which show a conforming position of the garage. He then stated that you can see on the right side to the east, the slope of the alley is from 0 to 2 feet 6 inches and that the garage has to be level. Mr. Frank also stated that at the west side, there is a 17 inch drop right at the property line and a 20 inch drop to the center line of the alley. He indicated that it is possible to get a vehicle in the right side, but that you would never get in because the alley is 20 inches lower than the garage slab.

Mr. Myers stated that if the garage were to be set back to the north into the backyard a certain amount, there would not be a 20 inch drop from 0 feet.

Mr. Frank referred the Board to Z.6 which represented conforming position no. 1 with the garage set back 4 feet and that there would be a 17 inch drop from the alley to the garage. He indicated that there would be no way to get a vehicle in a 17 inch ramp over 4 feet. Mr. Frank also stated that they would have to angle into the garage and referred to the angle of the alley. He informed the Board that this is the only property on that alley which did not have a flat area. Mr. Frank

added that the existing garage was placed in its current position because it is on the flattest part of the alley and that it was built in 1910. He also stated that trying to get in the garage would be nearly impossible.

Mr. Lane asked how much farther they could put the garage into the property to make that angle. Mr. Frank stated that if they place the garage within the rear quarter of the property, they would receive a 400 s.f. GFA bonus for the garage. He then stated that when the garage is moved further into the yard, they would lose the bonus as well as lose yard space. Mr. Frank stated that they would have to move it 10 to 12 feet to get an easy graded slope from the alley to the garage. He stated that the Board should remember also that there is a compound slope.

Chairperson Johnson asked if the alley to the west is flat.

Mr. Frank confirmed that is correct.

Chairperson Johnson then asked are there other areas where there are similar problems with the alleys and slope. She indicated that she is concerned with regard to setting a precedent. Chairperson Johnson then referred to one driveway on Locust and stated that in general, there are slopes in that area.

Mr. Blum referred the Board to Z.5 and that with regard to the variation requested, you can see a 12 inch difference dropping down on the lower left corner of the garage. He asked if they looked at conforming alternatives either 1.A or 1.5 or if they are talking about 6 inches between the two.

Mr. Frank confirmed that is correct. He then stated that although it went from 0 to 6 inches over 4 feet, it related to the other direction as well. Mr. Frank described it as very awkward and unusual even though other sites may do that. He stated that once the vehicle car roof goes up, it could not come back down. Mr. Frank also stated that you would have that much headroom to get in big vehicles or the head of a vehicle in.

Mr. Myers stated that if they were to say sorry and put the garage where it existed, could they scrape more dirt off and sink the area down so that the entrance of the garage is not at a 17 inch difference from the alley, but more like 12 inches.

Mr. Frank stated that on the right hand side of the garage, they call that area "0 0" and that the edge of the garage and alley at that point is even with the garage. He stated that if they were to sink the garage, it would now be below alley level.

Mr. Blum stated that it would create a triangle shaped wedge.

Chairperson Johnson asked if they could move the garage further north if they flip the home to face Rosewood and that would be similar to the home located across the street. She stated that the applicants would lose the GFA bonus and that other than that, would that be a conforming alternative. Chairperson Johnson stated that they would still have to move the garage and that she understood the reason why.

Mr. Frank stated that because of the 6 foot 9 inch slope north to south, it happens that part of the code says that the floor cannot be more than 2 feet 6 inches above the basement and that otherwise, the basement area would get counted toward GFA. He informed the Board that they explored that alternative and that if they were to go out of the ground so that it would be 1 foot higher, it would count at 100 square feet. Mr. Frank also stated that the home would be difficult to build because of the grade and that they have to step it down in the back at the first floor at level A. He stated that would trigger the request further and would take all of the heights at the lowest point which would drop the attic, the roof and that attic space would be difficult.

Chairperson Johnson commented that Mr. Frank has done a good job of explaining the conforming alternatives.

Mr. Myers asked if they planned to tear everything down and rebuild.

Mr. Frank confirmed that is correct.

Chairperson Johnson referred to the wooden walkway in the plans from the garage to the home and asked why it is wooden.

Mr. Frank informed the Board that they are well under the impermeable surface requirements and that it related more to the look for the home. He also stated that there would be 50% of the storage of storm water on the site.

Chairperson Johnson then asked with regard to the trees, there are two trees that they planned to save and asked if Mr. Stier is confident that even with the construction, it would not damage the root system.

Mr. Frank responded that it would be an improvement for the root system and that the garage currently is right at the property line. He stated that they would be pushing the garage back from the existing root structures.

Chairperson Johnson referred to the two trees further north flanking the sidewalk and asked how the home construction would affect those.

Mr. Frank stated that with regard to the root structure, there would be no effect and that with regard to the overhanging limbs, they talked with Mr. Stier with regard to taking down those limbs which would be an improvement for the trees.

Chairperson Johnson stated that the drawings show that if they go ahead with the proposal, she asked if there would be a single door on the Rosewood west elevation.

Mr. Frank confirmed that is correct and stated that the reason is that there is the most direct route out and to the back of the home.

Chairperson Johnson then asked about windows.

Mr. Frank informed the Board that they would be adding windows there which may be an improvement.

Chairperson Johnson asked if there were any other questions. No additional questions were raised by the Board at this time. She then called the matter in for discussion.

Chairperson Johnson then asked if there were any questions from the audience. No questions were raised by the audience at this time. She again called the matter in for discussion.

Mr. Cripe described the request as a reasonable proposal given the constraints of the space and slope as well as the fact that the applicants considered all of the viable alternatives. He stated that he would support the request.

Mr. Lane stated that he is generally in favor of the request and that there are clearly unique circumstances with the corner lot and slope and the fact that they cannot alter the alley. He noted that he viewed the property and that it seemed like the right alternative. Mr. Lane also stated that the applicants explored the options and explained why they were not feasible.

Mr. Myers indicated that it is important to note that the request represented a tear down and that it would be new construction. He stated that they really looked very negatively at variations for new construction. Mr. Myers then stated that given the significant slope north to south and east to west, when looking at the alternatives, the construction of the home in a different location would penalize the applicants and force the garage deeper into the lot which would force the significant loss of backyard space. He described the request as unusual and that it warranted a variation.

Mr. Blum stated that he agreed with the comments made and would like to comment that they did not base the findings on the GFA issue. He referred to there being room within the rear 25% of the lot depth to move the garage without impacting GFA.

Mr. Lane noted that all down the alley, the garages are all lined up.

Mr. Blum stated that otherwise, the request is fine.

Chairperson Johnson stated that she would like to add that the lot is 20 feet narrower than the average lot width on the block and that they would be bumping up to the maximum on everything including the setbacks on the east side. She stated that she is concerned and that she knew the neighbor to the east whose house is located right on the property line and that it is an older home. Chairperson Johnson stated that there is no need for a variation there.

Mr. Frank informed the Board that the new home would not have as big of a roof overhang as the existing home and that there would be a one foot overhang. He indicated that the existing overhang may be 4 feet. Mr. Frank added that with regard to the tear down, they would be extremely careful. He also stated that the setback code required 6 feet, they are also required to have a 2 foot offset and noted that the new home would be further away than the existing home. Mr. Frank stated that the new home would be set back to 8 feet. He also stated that they cannot

have a full 50 foot wall and that the code stated that at 35 feet, it has to be set back because of the articulation requirement.

Chairperson Johnson referred to the current condition of having the driveway curb cut and garage right on Rosewood which was very dangerous with regard to pedestrians and traffic use and that shifting it to the alley use like the other homes on that part of Spruce made sense in terms of safety and aesthetics. She added that it would be an improvement there and that she is in favor of the request. Chairperson Johnson commented that the applicants made a great presentation and then asked for a motion.

Mr. Lane moved to recommend approval of the variations based on the facts that with regard to reasonable return, the alternatives of pushing the garage into the yard would limit the usable space of the yard and that the alternative of twisting the home to face Rosewood would not be viable. He also stated that the added GFA would be counted in for the basement. Mr. Lane then stated that the plight of the applicants is due to the unique property and the fact of the combination of it being a corner lot sloping east to west and north to south dramatically, the driveway and the entrance to the garage from the alley. He stated that the request would not alter the character of the locality and that the location of the garage would be consistent with other garages on the alley in a relatively similar position as it is currently. Mr. Lane also stated that they would be taking away a curb cut which is an improvement. He then stated that standard nos. 4, 5 and 6 are not applicable and that there has been no testimony suggesting that those would have an impact on public congestion and that there would be a decrease in one and an increase off of the alleyway. Mr. Lane concluded by stating that the public health, safety, comfort, morals and welfare of the Village would not be otherwise impaired.

Mr. Myers seconded the motion. A vote was taken and the motion was unanimously passed, 5 to 0.

AYES: Blum, Cripe, Johnson, Lane, Myers
NAYS: None

FINDINGS OF THE ZONING BOARD OF APPEALS

1. The requested variations are within the final jurisdiction of the Village Council.
2. The requested variations are in harmony with the general purpose and intent of the Winnetka Zoning Ordinance. The proposal is compatible, in general, with the character of existing development within the immediate neighborhood with respect to architectural scale and other site improvements.
3. There are practical difficulties or a particular hardship which prevents strict application of Sections 17.30.050 [Front and Corner Yard Setbacks] and 17.30.110 [Garages] of the Winnetka Zoning Ordinance which is related to the use or the construction or alteration of buildings or structures.

The evidence in the judgment of the Zoning Board of Appeals has established:

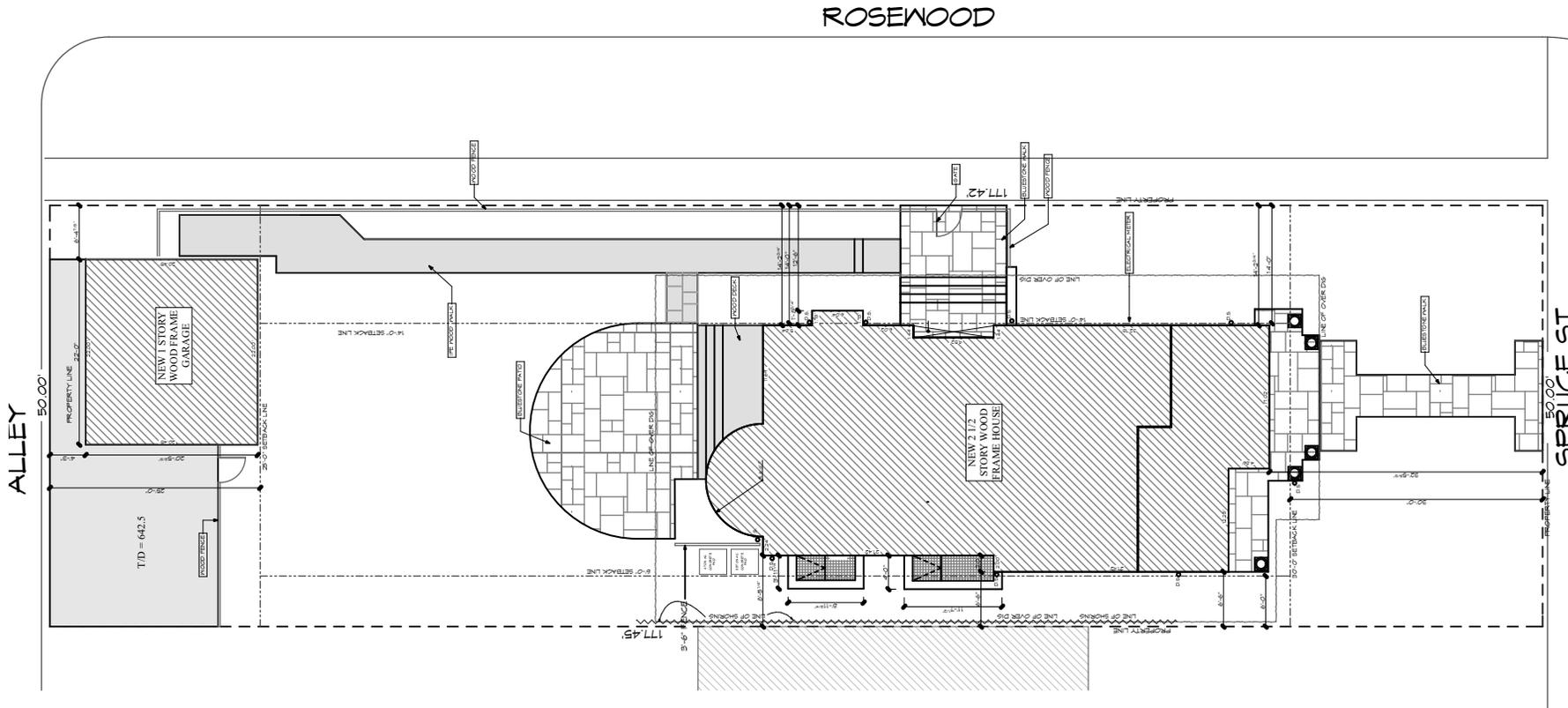
1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone. Conforming alternatives have been explored and they do not allow the property to yield a reasonable return. The alternative of pushing the garage north, into the yard, would limit the usable yard space. A second alternative of reorienting the house to face Rosewood would is not viable either, and would require at least a portion of the basement to be included in the GFA.
2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants. The property is unique due to the fact it is a corner lot in combination with the dramatic slope from east to west and north to south.
3. The variations, if granted, will not alter the essential character of the locality. The location of the proposed garage is consistent with other garages on the alley and it is in a relatively similar position as the existing detached garage. Additionally, removing the curb cut on Rosewood is an improvement.
4. An adequate supply of light and air to the adjacent property will not be impaired by the proposed variations, as there are no proximate structures to the proposed detached garage.
5. The hazard from fire or other damages to the property will not be increased as the proposed improvements shall comply with building code standards, including fire and life safety requirements.
6. The taxable value of the land and buildings throughout the Village will not diminish. The proposed construction is generally an improvement to the property.
7. The congestion in the public street will not increase. No testimony was provided to suggest the proposed garage will have an impact on the congestion in the street or alley.
8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not otherwise be impaired. No testimony was provided to the contrary.

EXHIBIT C

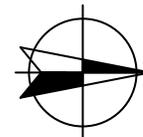
PLANS

(SEE ATTACHED EXHIBIT C)

EXHIBIT C



OVERALL SITE PLAN - W/OPTION 4 VARIATION
 SEE AO.2.4 FOR ENLARGED PLAN OF OPTION 4



ZBA V2
 02/04/15

1050 Spruce Street

H. GARY FRANK ARCHITECTS AIA, LTD

525 Chestnut Street Winnetka, IL 60093
 Office: 847.501.4212
 contact@hgaryfrankarchitects.com

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AO.2

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, 1050 Spruce, LLC ("**Applicant**"), is the record title owner of the property commonly known as 1050 Spruce Street in the Village ("**Subject Property**")

WHEREAS, the Applicant desires to construct on the Subject Property a new single-family residence and two-car detached garage on the Subject Property; and

WHEREAS, Ordinance No. M-10-2015, adopted by the Village Council on _____, 2015 ("**Ordinance**"), grants variations from the provisions of the Winnetka Zoning Ordinance to the Applicant to permit the construction of the garage on the Subject Property: (i) at a location nearer to the street line of Rosewood Avenue than the location of the single-family residence; and (ii) with a corner yard setback of 6.41 feet, where a corner yard setback of not less than 20 feet is otherwise required; and

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

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

1. The Applicant does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of the variations for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.
4. The Applicant does hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variations for the Subject Property.

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

Dated: _____, 2015

ATTEST: **1050 SPRUCE LLC**

By: _____

By: _____

Its: _____

Its: _____

ATTACHMENT C





ATTACHMENT D

CASE NO. 15-06-12

APPLICATION FOR VARIATION
WINNETKA ZONING BOARD OF APPEALS

Owner Information:

Name: 1050 LLC / H. GARY FRANK
Property Address: 1050 Spruce St Winnetka, IL
Home and Work Telephone Number: 847-501-4212
Fax and E-mail: GARY@HGARYFRANKARCHITECTS.COM

Architect Information: Name, Address, Telephone, Fax & E-mail:

H. GARY FRANK ARCHITECTS
525 CHESTNUT WINNETKA, IL
GARY@HGARYFRANKARCHITECTS.COM

Attorney Information: Name, Address, Telephone, Fax & E-mail:

[Empty lines for Attorney Information]

Date Property Acquired by Owner:

Nature of Any Restrictions on Property: sloping site & sloping dunes

Explanation of Variation Requested: SEE ATTACHED LETTER
(Attach separate sheet if necessary)

OFFICE USE ONLY

Variation Requested Under Ordinance Section(s):

Staff Contact: Date:

STANDARDS FOR GRANTING OF ZONING VARIATIONS

Applications must provide evidence and explain in detail the manner wherein the strict application of the provisions of the zoning regulations would result in a clearly demonstrated practical difficulty or particular hardship. In demonstrating the existence of a particular difficulty or a particular hardship, please direct your comments and evidence to each of the following items:

1. The property in question can not 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 circumstance. 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.

For your convenience, you will find attached examples of general findings, for and against the granting of a variation, which have been made by the Zoning Board of Appeals and Village Council in prior cases.

NOTE: The Zoning Board of Appeals or the Village Council, depending on which body has final jurisdiction, must make a finding that a practical difficulty or a particular hardship exists in order to grant a variation request.

Property Owner's Signature



Date:

02/03/2015

(Proof of Ownership is required)

Variations, if granted, require initiation of construction activity within 12 months of final approval. Consider your ability to commence construction within this 12 month time period to avoid lapse of approvals.



GENERAL FINDINGS UPON WHICH ZONING VARIATIONS HAVE BEEN DENIED

Failure to prove a practical difficulty or particular hardship requires a denial of a variation request. The burden of proving such difficulty or hardship rests with the applicant.

The following do not constitute a practical difficulty or a particular hardship which justify the granting of a variation:

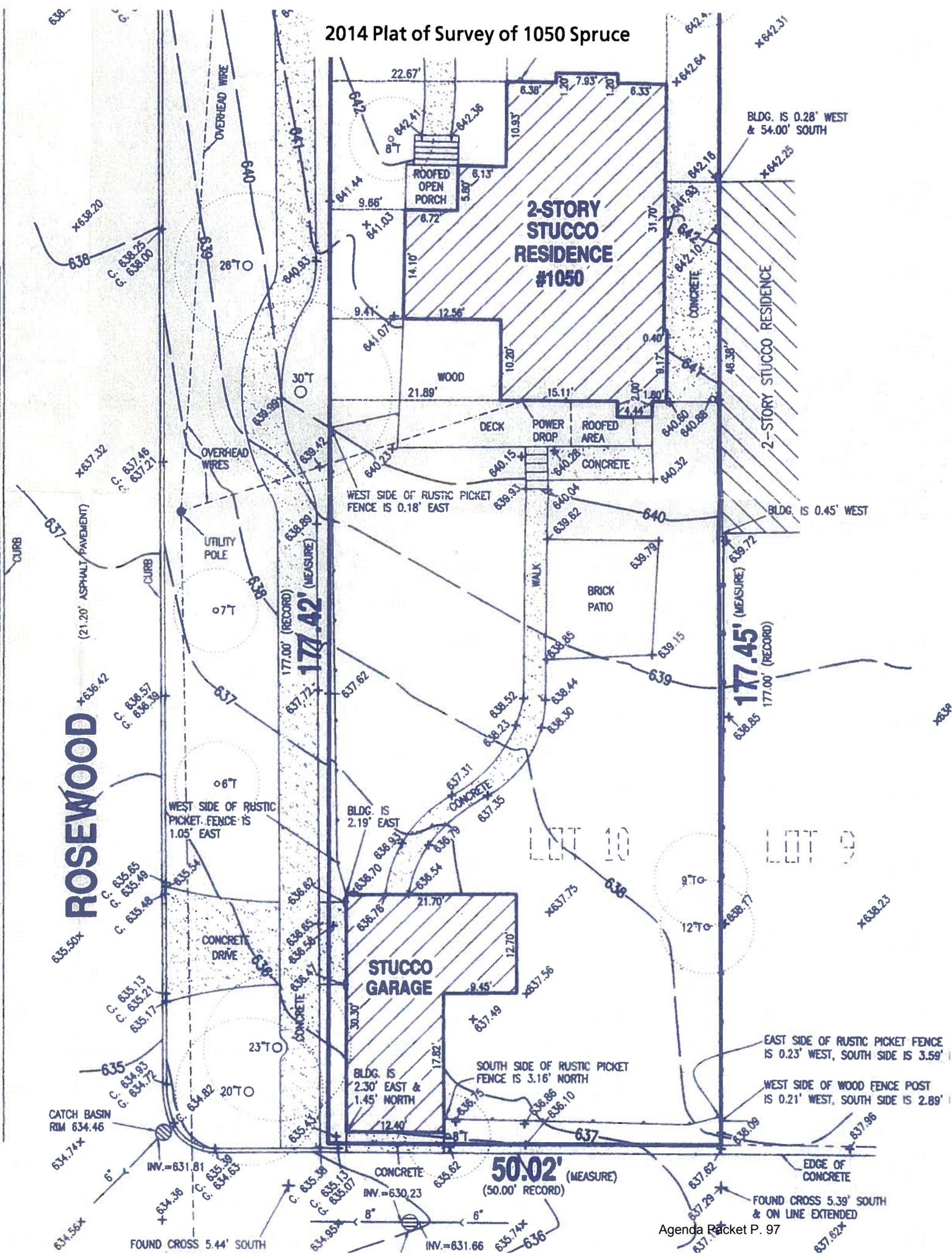
1. The appearance of the property or neighborhood will be improved;
2. Personal convenience or preference;
3. The property will be more readily saleable or could be sold at a higher price;
4. A physical disability or handicap pertaining to a family member;
5. An increase in the size of a family, the number of people living in the house, or the age of a family member;
6. Lack of awareness of a particular zoning provision;
7. Practical alternatives exist to the proposed request or the proposed improvement(s) can be placed in a conforming location;
8. The fact that neighbors do not object or are in favor of the variation request;
9. The hardship was created by how the property has been developed over time; or
10. It will be more expensive to comply with the zoning ordinance;

GENERAL FINDINGS UPON WHICH ZONING VARIATIONS HAVE BEEN APPROVED

The following may constitute a practical difficulty or particular hardship, which can serve as the basis for the granting of a variation:

- ① Irregular lot shape or topography;
- ~~2.~~ The presence of three or more street frontages;
- ~~3.~~ Correction of an existing code deficiency;
- ④ Although a conforming location for an addition to a building exists, a nonconforming location is preferable from a Village Policy standpoint (e.g. a conforming location will require removal of significant trees that are protected under the Village's Tree Ordinance;
- ~~5.~~ There is an existing legal nonconformity of a minimal degree, the proposed improvement requires the formalizing of the nonconformity without increasing the degree of nonconformity, the proposed improvement will enhance the utility and value of the property within the context of the established neighborhood, and there is no economically viable alternative that will cure the nonconformity (e.g., the house pre-dates the original zoning ordinance and encroaches 1 foot into the front yard, the owner proposes to extend the second floor to align the first floor to create a master suite, the proposed improvements are still within the FAR limitations and the only way to cure the nonconformity is to demolish the house and build anew); or
- ⑥ The lack of an available alternative where the degree of the existing legal nonconformity will not be increase and additional nonconformities will not be created.

2014 Plat of Survey of 1050 Spruce



ROSEWOOD

2-STORY STUCCO RESIDENCE #1050

STUCCO GARAGE

2-STORY STUCCO RESIDENCE

LOT 10

LOT 9

177.00' (RECORD)
177.42' (MEASURE)

177.00' (RECORD)
177.45' (MEASURE)

50.02' (MEASURE)
(50.00' RECORD)

CATCH BASIN RIM 634.46

FOUND CROSS 5.44' SOUTH

INV.=831.66

FOUND CROSS 5.39' SOUTH & ON LINE EXTENDED

H. Gary Frank Architects

New Homes

Renovations

Additions

Historic Preservation



February 4, 2015

Village of Winnetka
Department of Community Development
Zoning Board of Appeals

Re: 1050 Spruce Zoning Variation Request

Dear Board Members,

I have designed a new home with a detached garage at 1050 Spruce St. The home will be sold once completed.

The property is located at the SE corner of Spruce and Rosewood.
It has an alley along the south side of the property.

The variation that I am requesting, (option 4, see sheet A0.2 Site Plan), is to locate the detached garage 6ft east of the west property line in lieu of the required 20ft set back. The variation request is based on the criteria set forth in "GENERAL FINDINGS UPON WHICH ZONING VARIATIONS HAVE BEEN APPROVED", particularly items;

1. The topography of the site
4. Removal of significant trees

The house itself meets all zoning requirements including the 14ft house setback along Rosewood.

The property line along the west is significantly sloped, 6'-9" from north to south towards the alley. At the south property line where the alley is located is also significantly sloped, 2'-6" from east to west.

When placing the garage within the required 20ft setback, a conforming position, there is not a level location between the property line and alley that allows for a car to adequately pull in and out of the garage. (see option 1, see sheet A0.2 Site Plan)

It is because of this severe slope that I am requesting the variation.

I have consulted with my Civil Engineer, Dan Creaney, he too has suggested moving the garage as far west as possible in order to find a flatter area. Although still not flat, it allows the best opportunity for a car to pull in and out of the garage.

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I have looked at two other alternatives for entering the garage. (see sheet A0.2 Site Plan)

They are as follows:

Option 2: Remove two very large trees, one 20" and one 23" which are located in the Village parkway. I do not want to remove those trees and have also spoken to Jim Stier, the Village Forrester about this. He too does not want to remove the trees. This is not a feasible option.

Option 3: Use the existing curb cut and create a new drive to the garage with the garage door facing west. This scheme would make it impractical if not impossible for a car to get in and out of the garage. This is not a feasible option.

I have explored all the reasonable options and possibilities for the location of the garage, which is why I am requesting the variation. If this home was located on any of the other 3 corners of Spruce and Rosewood, where there is little to no slope, I would not need a variation. Or, if it were on a more typical tree street flat site, I would not need a variation. It is because of the unique circumstances that I am requesting the variation.

I should also note, that the existing home was built in the early 1900's, the garage was located along the alley, almost at the west property line because it offered the flattest location. There was a rationale back then and think there is a clear rationale today to locate it in a similar position.

STANDARDS FOR GRANTING OF ZONING VARIATIONS

1. The property in question can not yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.

Without an accessible garage, compared to other properties of this caliber the value of this property could not yield any reasonable return and would be un-saleable.

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 related to the occupants.

See above comments

3. The variation if granted, will not alter the essential character of the locality.

The location of the garage does not alter the character and along with the new home will enhance the character neighborhood.

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4. An adequate supply of light and air to the adjacent property will not be impaired.

The new location has no affect on the light and air of the adjacent properties.

5. The hazard from fire and other damages to the property will not be increased.

The location of the garage does affect this property or any neighboring properties.

6. The taxable value of the land and buildings throughout the Village will not diminish.

If granted, the taxable value will be significantly increased.

7. The congestion in the public street will not increase.

This has no affect to any increase in congestion

8. The public health safety, comfort, morals and welfare of the inhabitants of the Village will not otherwise be impaired.

The location of the garage has no affect of the above.

Thanks for your consideration.

Best Regards,



Gary Frank

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Image 1.
Looking East at Property

Image 1-Looking East at Property

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New Homes

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Image 2-Looking East at Garage-Alley

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New Homes

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Historic Preservation

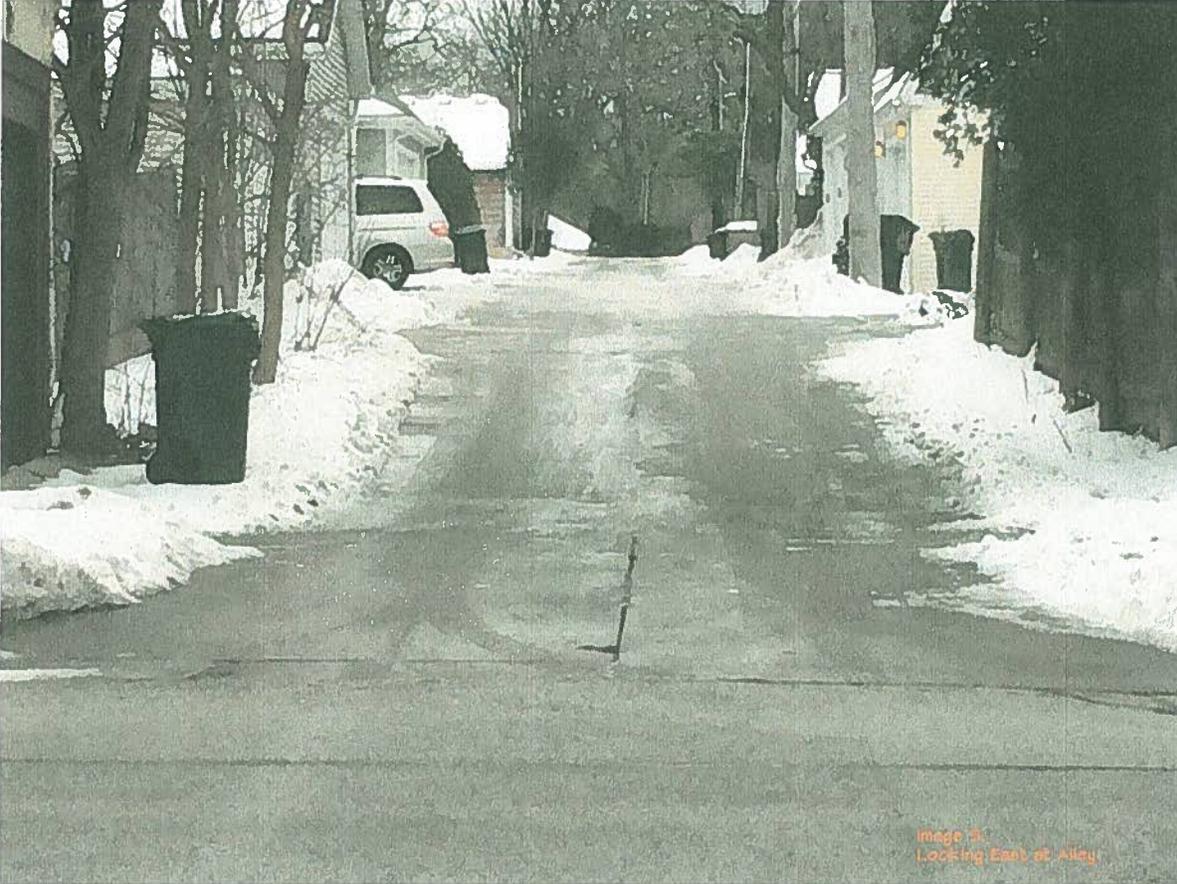


Image 3-Looking East at Alley

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New Homes

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Additions

Historic Preservation

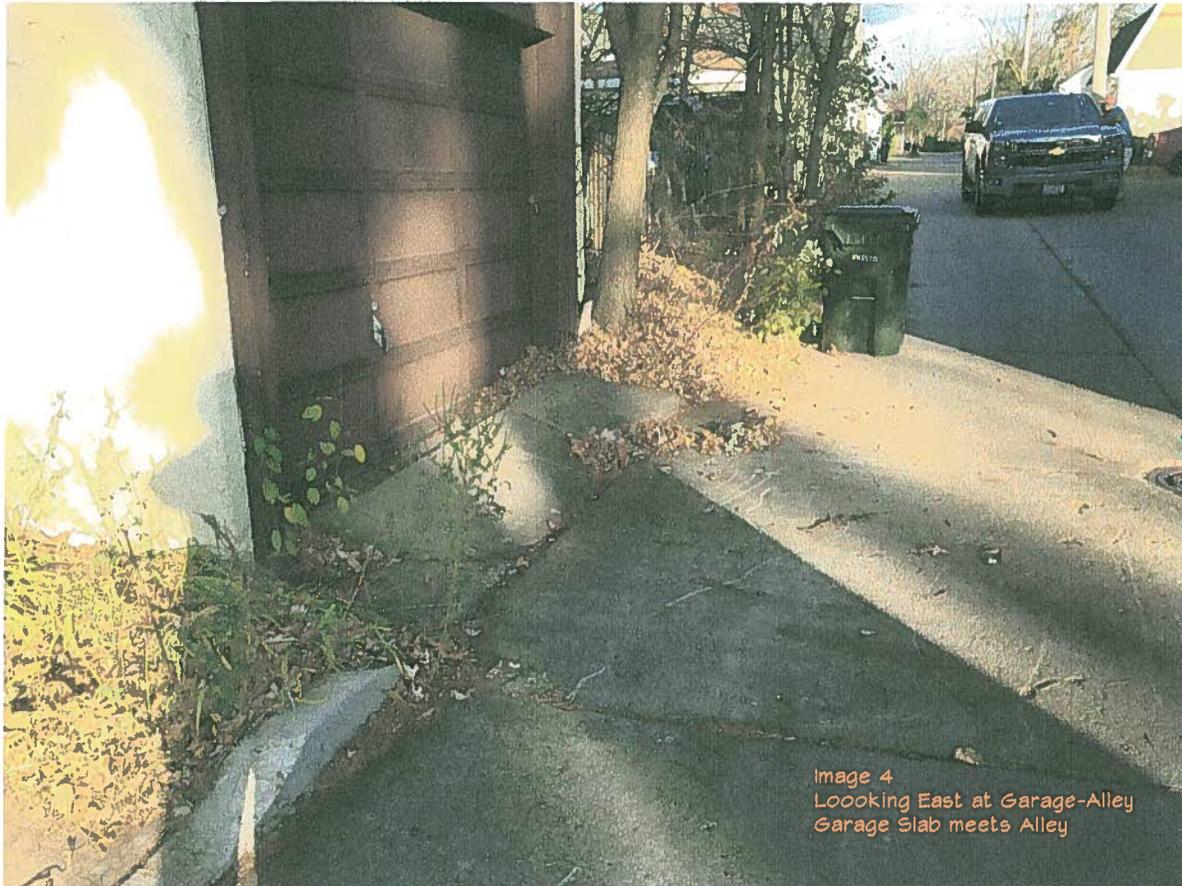


Image 4
Looking East at Garage-Alley
Garage Slab meets Alley

Image 4-Looking East at Garage-Alley, garage slab meets alley

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New Homes

Renovations

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Historic Preservation

Proposed New Home



525 Chestnut Street

Winnetka, IL 60093

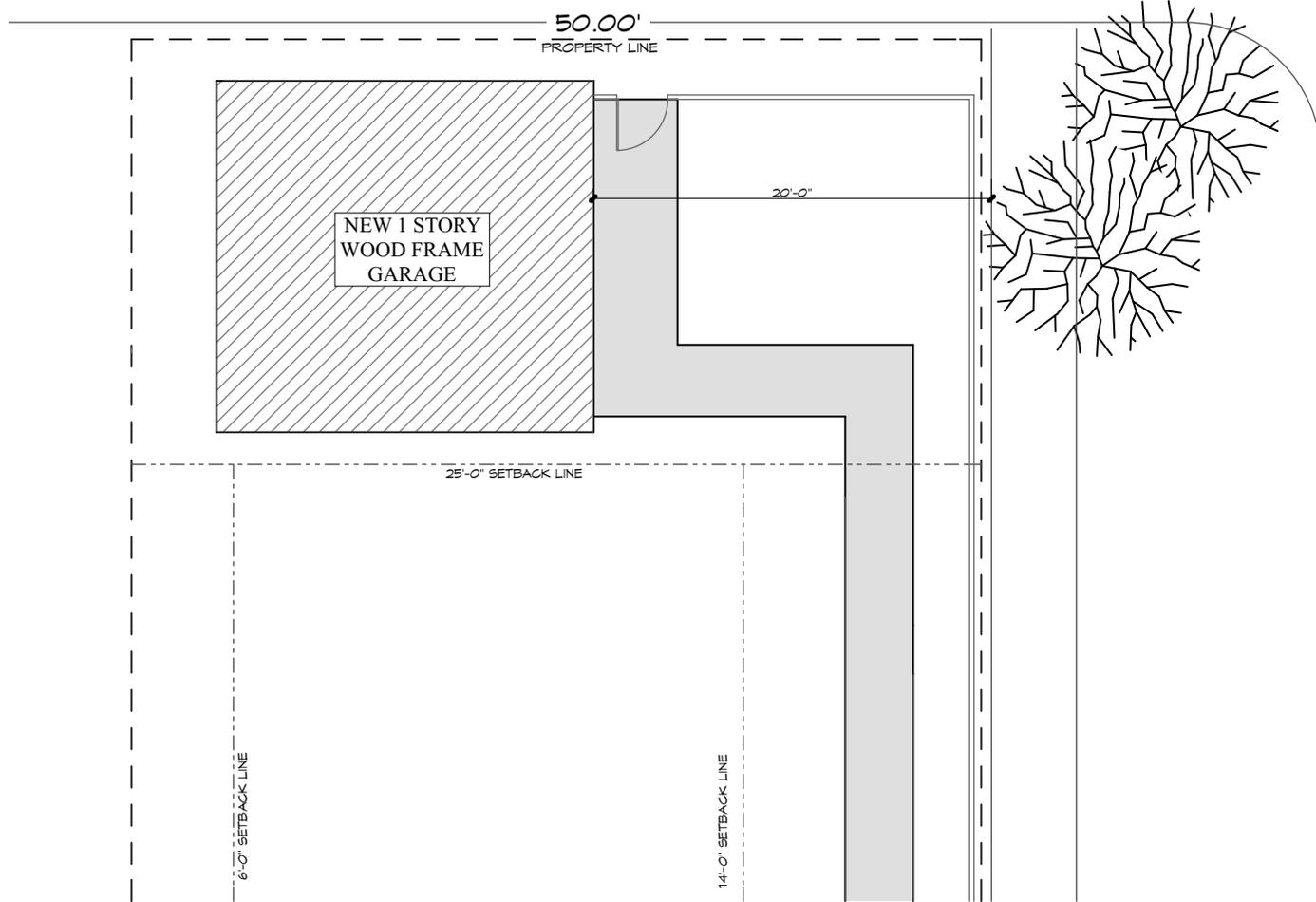
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ALLEY



ROSEWOOD

1050 Spruce Street

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1

OPTION 1 CONFORMING GARAGE PLAN

SCALE: 3/32" = 1'-0"

ALLEY IS TO SLOPED FOR THIS PLAN TO WORK. SEE ELEVATIONS/SECTIONS



AO.2.1

1050 Spruce Street

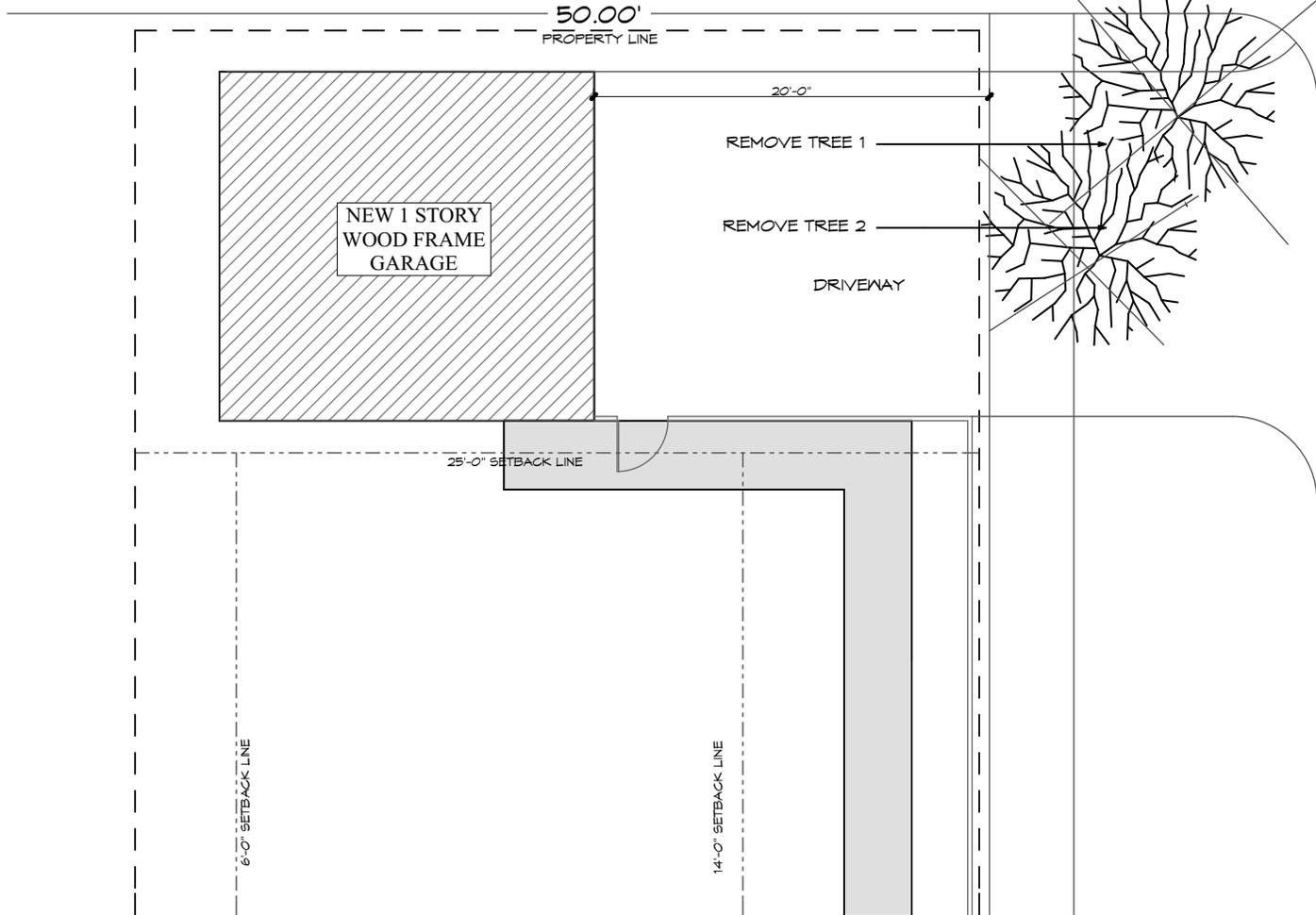
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A0.2.2

ALLEY

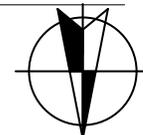


2

OPTION 2 CONFORMING GARAGE PLAN

SCALE: 3/32" = 1'-0"

REMOVAL OF TREES REQUIRED



1050 Spruce Street

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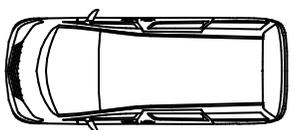
AO.2.3

ALLEY

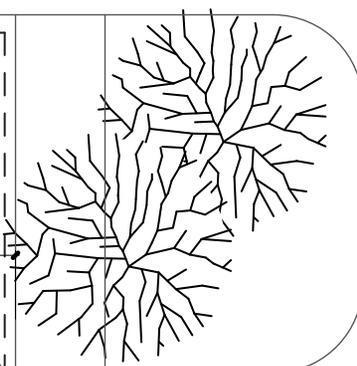
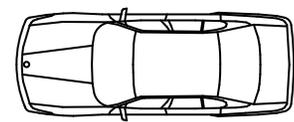
50.00'
PROPERTY LINE



NEW 1 STORY
WOOD FRAME
GARAGE



20'-0"
DRIVEWAY



EXIST'G CURB CUT

ROSEWOOD

25'-0" SETBACK LINE

6'-0" SETBACK LINE

14'-0" SETBACK LINE

3

OPTION 3 CONFORMING

SCALE: 3/32" = 1'-0"

GETTING IN AND OUT OF GARAGE IS NOT FEASIBLE



1050 Spruce Street

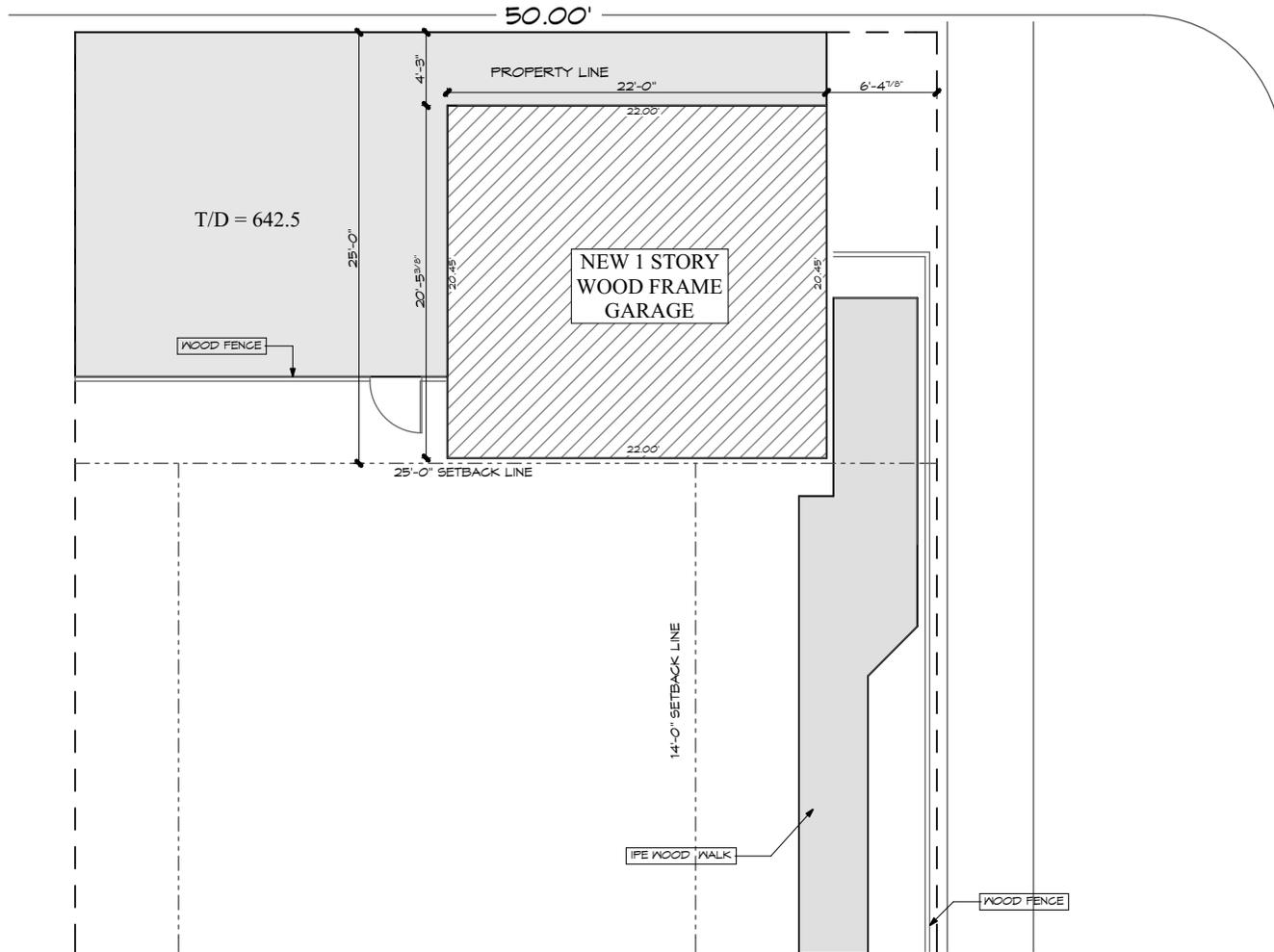
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AO.2.4

ALLEY

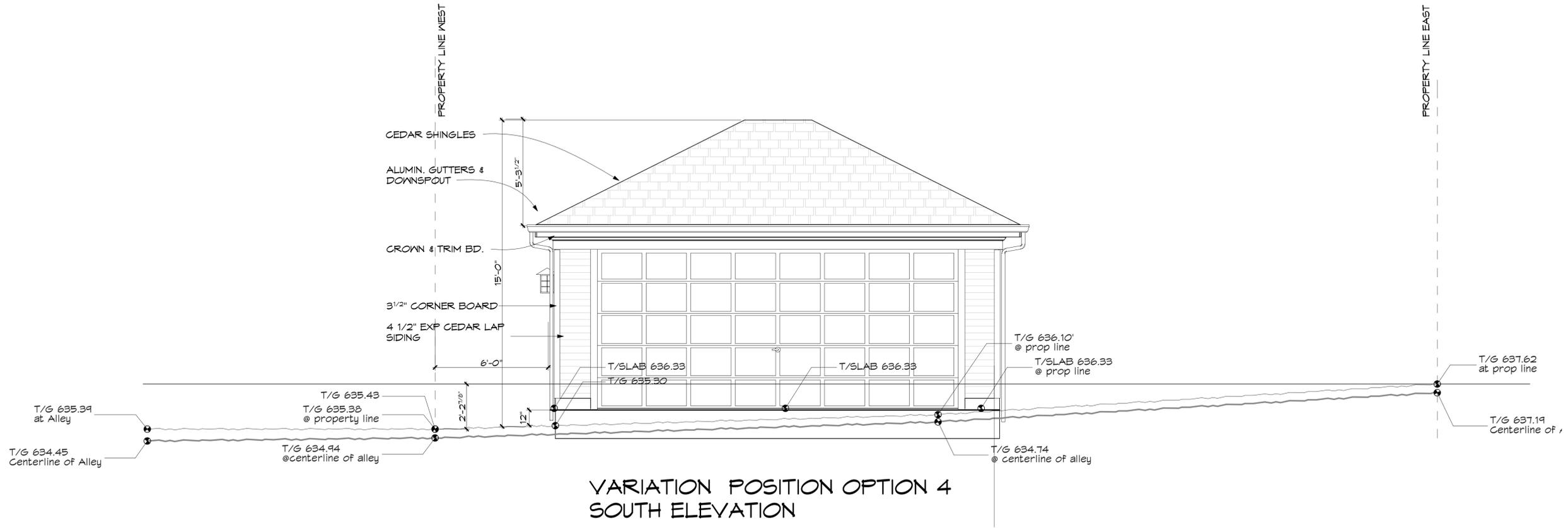


4

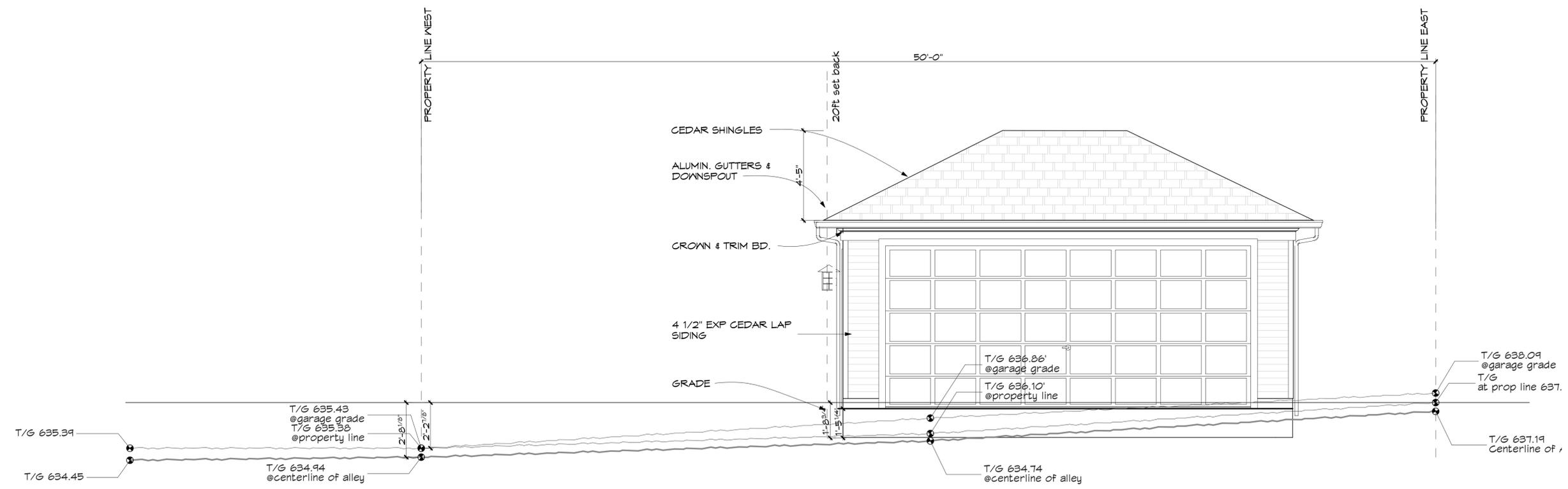
SITE PLAN - OPTION 4 VARIATION

MOST FEASIBLE PLAN TO GET IN AND OUT OF GARAGE





VARIATION POSITION OPTION 4
SOUTH ELEVATION



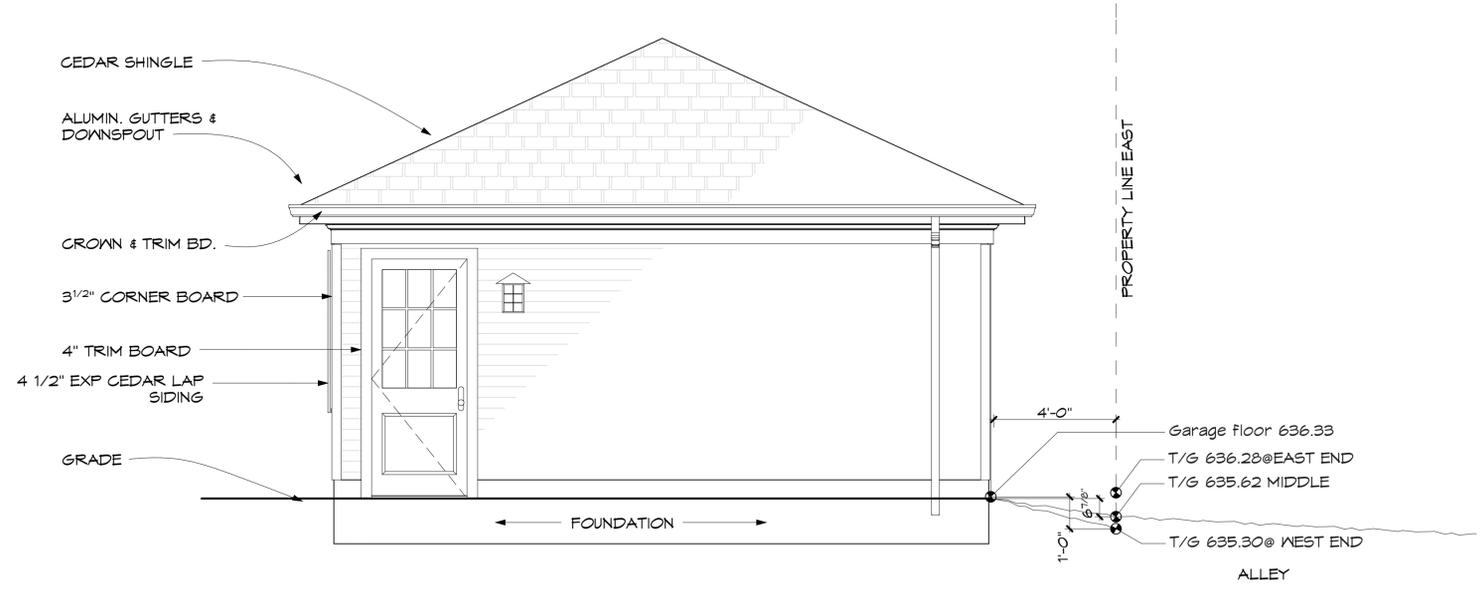
CONFORMING POSITION OPTION 1
SOUTH ELEVATION

ID	ISSUE NAME	DATE ISSUED
	ISSUE FOR PERMIT	08/28/14
	ZBA	02/04/15 V2

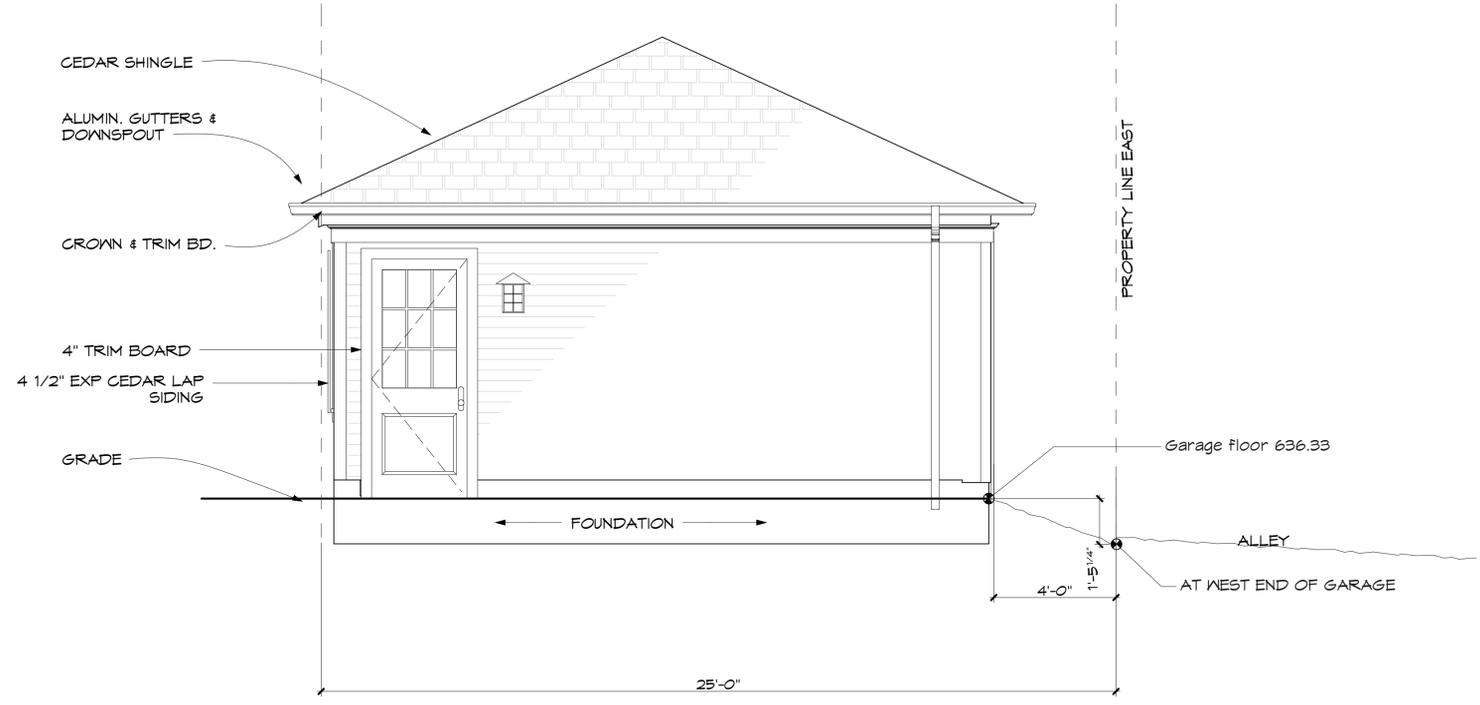
1050 SPRUCE STREET
1050 SPRUCE STREET WINNETKA, ILLINOIS 60093

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Z.5



VARIATION POSITION OPTION 4



CONFORMING POSITION OPTION 1

ID	ISSUE NAME	DATE ISSUED
	ISSUE FOR PERMIT	08/24/14
	ZBA	02/04/15 V2

1050 SPRUCE STREET
1050 SPRUCE STREET WINNETKA, ILLINOIS 60093

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Z.6



Agenda Item Executive Summary

Title: Public Hearing – Consideration of Ordinance No. M-11-2015: Rezoning 96 and 100 Church Road as R-2 Single-Family Residential- Introduction

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date: 04/21/2015

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

Consent: YES NO

Item History:

March 3, 2015 Council Agenda; pp. 76-91

Executive Summary:

On March 3, 2015, the Village Council adopted Ordinance No. M-9-2015, which approved the annexation of two parcels located at 96 and 100 Church Road. In accordance with the Illinois Municipal Code, the properties are automatically classified to the most restrictive zoning classification (R-1 Single-Family Residential).

However, because the subject parcels are located adjacent to the Village’s R-2 Single Family Residential Zoning District, approval of the annexation in March was conditioned upon the Owners’ timely submittal of an application for rezoning of the two parcels to an R-2 zoning classification. The attached petitions for rezoning have been filed by the Owners in compliance with the terms of the annexation approval.

Upon adoption, Ordinance No. M-11-2015 would rezone both 96 Church Road and 100 Church Road to R-2 Single-Family Residential zoning, and the previously adopted annexation ordinance will become effective.

Recommendation:

- (1) Open the public hearing to receive public comment regarding requested rezoning of 96 Church Road and 100 Church Road to R-2 Single Family Residential; and
- (2) Consider a motion to introduce Ordinance No. M-11-2015, which upon adoption will rezone 96 Church Road and 100 Church Road as R-2 Single Family Residential.

Attachments:

- Agenda Report
- Exhibit A – Ordinance M-11-2015
- Exhibit B – Petitions for Rezoning
- Exhibit C - Area map

AGENDA REPORT

SUBJECT: Public Hearing – Consideration of Ordinance M-11-2015 rezoning 96 and 100 Church Road from *R-1 Single-Family Residential* to *R-2 Single-Family Residential*.

PREPARED BY: Brian Norkus, Assistant Director of Community Development

DATE: April 13, 2015

REF: March 3, 2015 Council Agenda; pp. 76-91

On March 3, 2015 the Village Council adopted Ordinance M-9-2015 which approved the *annexation* of two parcels located at 96 and 100 Church Road located outside the Village's corporate limits. In accordance with Section 7-1-47 of the Illinois Municipal Code [65 ILCS 5/7-1-147], the properties are automatically classified to the most restrictive zoning classification (*R-1 Single-Family Residential*).

However, because the subject parcels are located adjacent to the Village's *R-2 Single Family Residential Zoning District*, approval of the annexation in March was conditioned upon the Owners' timely submittal of an application for rezoning of the two parcels to an R-2 zoning classification.

The attached petitions for rezoning have been filed by the Owners in compliance with the terms of the annexation approval. Notice of public hearing has been published in the *Winnetka Current* and mailed to property owners within 250 feet as required by Section 17.72 of the Zoning Ordinance.

Upon adoption, Ordinance M-11-2015 would rezone both 96 Church Road and 100 Church Road to *R-2 Single-Family Residential* zoning, and the previously adopted annexation ordinance will become effective.

Exhibits

Exhibit A – Ordinance M-11-2015

Exhibit B – Petitions for Rezoning

Exhibit C – Area map

Recommendation:

- (1) Open the public hearing to receive public comment regarding requested rezoning of 96 Church Road and 100 Church Road to *R-2 Single Family Residential*;
- (2) Consider a motion to introduce Ordinance M-11-2015, which upon adoption will rezone 96 Church Road and 100 Church Road as *R-2 Single Family Residential*.

**AN ORDINANCE CLASSIFYING THE PROPERTIES AT 96 AND 100 CHURCH ROAD
WITHIN THE R-2 SINGLE FAMILY ZONING DISTRICT**

WHEREAS, the Village is an Illinois home-rule municipal corporation and is authorized by Article VII, Section 6 of the Illinois Constitution to exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, John C. Alexander, Jr., and Carol C. Alexander (collectively, the “**96 Church Owners**”) are the legal and record title owners of a tract of land located at 96 Church Road in unincorporated Cook County, Illinois (“**96 Church Property**”), and legally described on the plat of annexation attached to and, by this reference, incorporated into this Ordinance as **Exhibit A (“Plat of Annexation”)**; and

WHEREAS, Thomas M. Lillard III and Cinthia Lillard (collectively, the “**100 Church Owners**”) are the legal and record title owners of a tract of land located at 100 Church Road in unincorporated Cook County, Illinois (“**100 Church Property**”), and legally described on the Plat of Annexation; and

WHEREAS, on March 3, 2015, the Council of the Village of Winnetka (“**Village Council**”) adopted Ordinance M-9-2015, annexing the 96 Church Property and the 100 Church Property (collectively, the “**Subject Properties**”) subject to and contingent upon the filing by the 96 Church Owners and the 100 Church Owners (collectively, the “**Owners**”) of an application to amend the Official Zoning Map of the Village of Winnetka (“**Zoning Map**”) to classify the Subject Properties within the R-2 Single Family Zoning District (“**R-2 District**”) of the Village; and

WHEREAS, in accordance with Ordinance M-9-2015, the Owners submitted an application to amend the Zoning Map to classify the Subject Properties within the R-2 District (“**Proposed Zoning Classification**”); and

WHEREAS, pursuant to Section 17.72.040 of the Winnetka Village Code (“**Village Code**”) and the Village’s home rule power, the Village gave notice of a public hearing by the Village Council to consider the Proposed Zoning Classification by publication in the *Winnetka Current* on March 26, 2015 and by mail to owners of real property located within 250 feet of the Subject Properties, which public hearing was held by the Village Council on April 21, 2015; and

WHEREAS, the Village Council heard evidence regarding the Proposed Zoning Classification and has found and determined that the Proposed Zoning Classification of the Subject Properties satisfies all of the findings required by Section 17.72.040 of the Village Code; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to approve the Proposed Zoning Classification of the Subject Properties as set forth in this Ordinance;

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

April 21, 2015

M-11-2015

SECTION 1. RECITALS. The foregoing recitals are hereby incorporated into this Ordinance as findings of the Village Council.

SECTION 2. APPROVAL OF PROPOSED ZONING CLASSIFICATION. Pursuant to the Village's home rule power and Section 17.72.040 of the Village Code, the Village Council hereby: (a) approves the Proposed Zoning Classification of the Subject Properties, and (b) amends the Zoning Map to classify the Subject Properties within the R-2 District.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law; and

PASSED this ____ day of _____, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2015.

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 _____, 2015.

Introduced: April 21, 2015

Passed and Approved: _____, 2015

EXHIBIT A
PLAT OF ANNEXATION

Todd J. Stephens*-
David M. Schrauth
Christine M. Andrie**
*J.D./M.B.A., Former
Prosecuting attorney
**J.D./L.L.M.

THE LAW OFFICES OF
STEPHENS & SCHRAUTH, P.C.

833 Elm Street – Suite 205 Winnetka, Illinois 60093
(847) 446-3100 / FAX (847) 784-0229

March 4, 2015

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

Re: Application for rezoning for 96 Church Street, Winnetka, IL 60093

Dear Gentlemen:

Dr. and Mrs. John C. Alexander owners of 96 Church St. respectfully request that their property be rezoned to R2, and in support of their application state as follows:

1. The applicants are John C. Alexander and Carol C. Alexander.
2. The property is 96 Church St., Winnetka, IL 60093.
3. See attached legal description and site plan.
4. The property was purchased on August 18, 2004.
5. There are no known restrictions on the property.
6. The applicants have filed a petition of Annexation to annex their property from unincorporated Cook County to the Village of Winnetka on or about June 6, 2014. The property pursuant to the current village code would be annexed into Winnetka zoned R1. The village board requested that the applicants apply for rezoning to R2 since their property is approximately ½ an acre and thus R2 is more appropriate.

Respectfully Submitted,



Todd J. Stephens attorney for
Dr. & Mrs. Alexander

Todd J. Stephens*-
David M. Schrauth
Christine M. Andrie**
*J.D./M.B.A., Former
Prosecuting attorney
**J.D./L.L.M.

THE LAW OFFICES OF
STEPHENS & SCHRAUTH, P.C.

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March 4, 2015

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

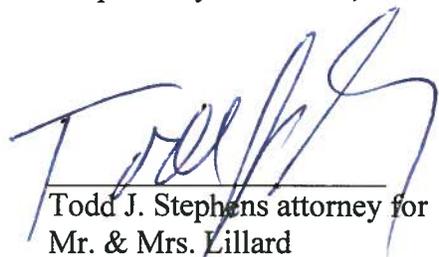
Re: Application for rezoning for 100 Church Street, Winnetka, IL 60093

Dear Gentlemen:

Mr. and Mrs. Thomas M. Lillard III owners of 100 Church St. respectfully request that their property be rezoned to R2 and in support of their application state as follows:

1. The applicants are Thomas M. Lillard III and Cynthia Lillard.
2. The property is 100 Church St., Winnetka, IL 60093.
3. See attached legal description and site plan.
4. The property was purchased on June 12, 2009.
5. There are no known restrictions on the property.
6. The applicants have filed a petition of Annexation to annex their property from unincorporated Cook County to the Village of Winnetka on or about June 6, 2014. The property pursuant to State of Illinois statute would be annexed into the least populated zoning category or R1. The village board requested that the applicants apply for rezoning to R2 since their property is approximately ½ an acre and thus R2 is more appropriate.

Respectfully Submitted,



Todd J. Stephens attorney for
Mr. & Mrs. Lillard

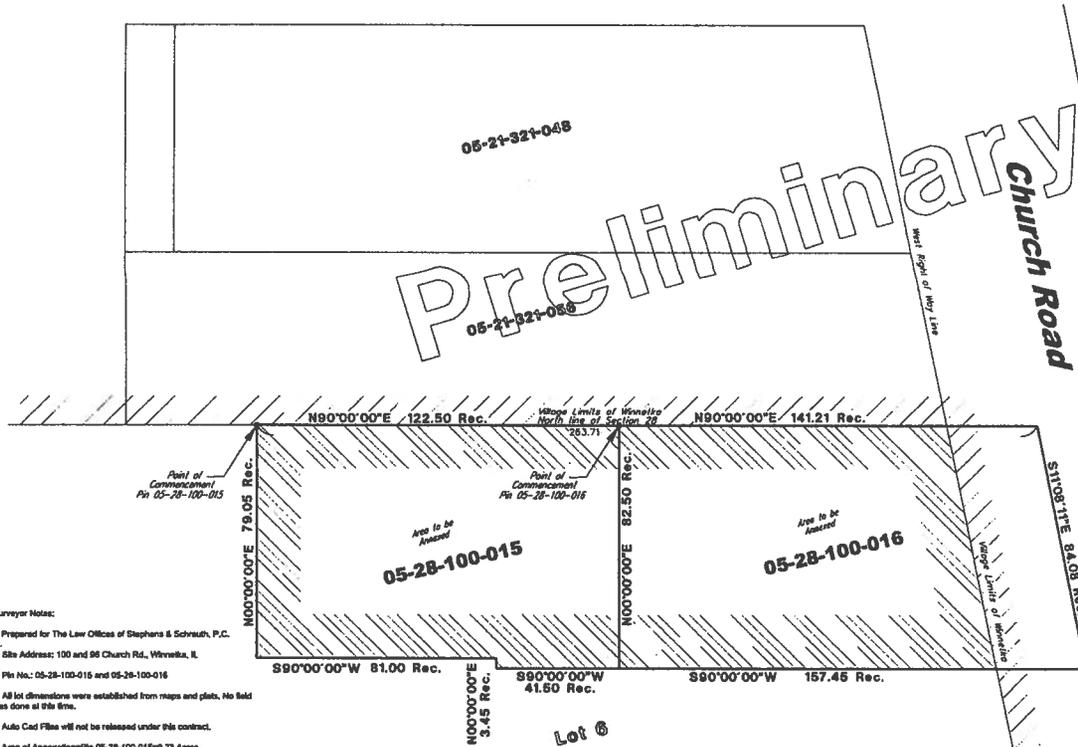
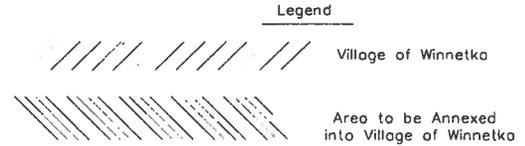


PLAT OF ANNEXATION

PIN 05-28-100-015
 THAT PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SECTION 28, 283.71 FEET WEST OF THE CENTER LINE OF CHURCH OR RIDGE ROAD; THENCE SOUTH 79.05 FEET TO A POINT; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, 122.50 FEET TO THE NORTH LINE OF SAID SECTION 28, THENCE WEST ALONG SAID NORTH LINE OF SECTION 28, 122.50 FEET TO THE POINT OF BEGINNING, IN NEW TRIER TOWNSHIP, IN COOK COUNTY, ILLINOIS.

PIN 05-28-100-016
 THAT PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 28, 141.21 FEET WEST OF THE INTERSECTION OF SAID LINE WITH CENTER LINE OF RIDGE ROAD; THENCE SOUTH 82.5 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 28 TO THE CENTER LINE OF SAID ROAD; THENCE NORTHERLY ALONG THE CENTER OF SAID ROAD TO ITS INTERSECTION WITH THE NORTH LINE OF SAID SECTION 28; THENCE WEST ALONG SAID NORTH LINE TO THE PLACE OF BEGINNING IN NEW TRIER TOWNSHIP, ALL IN COOK COUNTY, ILLINOIS.

Preliminary



- Surveyor Notes:**
- Prepared for The Law Offices of Stephens & Schnaugh, P.C.
 - Site Address: 100 and 96 Church Rd., Winnetka, IL
 - Pin No: 05-28-100-015 and 05-28-100-016
 - All lot dimensions were established from maps and plats. No field was done at this time.
 - Auto Cad Files will not be released under this contract.
 - Area of Annexation: Pin 05-28-100-015=0.23 Acres
Pin 05-28-100-016=0.23 Acres

Winnetka Avenue

VILLAGE BOARD OF TRUSTEES CERTIFICATE
 APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS AT A MEETING HELD THIS ___ DAY OF _____ A.D. 20__

BY: _____
 PRESIDENT OF THE BOARD OF TRUSTEES

ATTEST: _____
 VILLAGE CLERK

VILLAGE ENGINEER'S CERTIFICATE
 APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS ON THIS ___ DAY OF _____ A.D. 20__

 VILLAGE ENGINEER

(State of Illinois) _____
 County of Cook)

PLAT SUBMITTAL CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF COOK) SS)

I, GLORIA JEAN KOTER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY GRANT PERMISSION TO RECORD THIS PLAT OF SUBDIVISION AND PROVISION OF A RECORDED COPY OF THE SAME.

DATED AND CHECK UNDER MY HAND AND SEAL THIS ___ DAY OF _____ 2011.

STATE OF ILLINOIS)
 COUNTY OF COOK) SS)

 ILLINOIS PROFESSIONAL LAND SURVEYOR

We, Land Surveying Services, Inc. do hereby state that we have surveyed the above described property and that this is the Plat that represents the conditions found at the time of field survey.

Given under my hand and seal this ___ day of _____, A.D. 20__

Gloria Jean Koter, an agent for Land Surveying Services, Inc.

 Illinois Professional Land Surveyor Number 3323
 License Expiration Date 11-30-14

This professional service conforms to the current Illinois minimum standards of survey.

NOTARY CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF COOK) SS)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS PLAT AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTORIAL SEAL, THIS ___ DAY OF _____ A.D. AT _____ ILLINOIS.

(NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____

VILLAGE PRESIDENT CERTIFICATE
 APPROVED BY THE VILLAGE PRESIDENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS ON THIS ___ DAY OF _____ A.D. 20__

 VILLAGE PRESIDENT

OWNER CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF COOK) SS)

I, _____ (OWNER NAME)
 DO HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED, AND SUBDIVIDED AS SHOWN HEREON.

 OWNER

 DATE

Drawn:	LP	Date:	02-20-2014
Revision	Date	Drawn	Checked

Land Surveying Services, Inc.
 574 W. Calfax Street Palatine, Illinois 60067
 Ph. (847)991-7700 Fax. (847)991-7707
 Professional Design Firm License No. 184-003632

Field Work Completed: N/A Scale: 1" = 30' Date: 02-20-2014

Site Address:
**96 and 100 Church Rd.
 Winnetka, Illinois**

Job Number: **LS140075**

Sheet Number: **PA-1**

Sheet Name: **PLAT OF ANNEXATION**



R2 Zoning District

Subject parcels 96
& 100 Church Road

R5 Zoning District



Agenda Item Executive Summary

Title: 15kV Distribution Switchgear, Bid #015-007

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 04/21/2015

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/> | Policy Direction |
| <input type="checkbox"/> | Informational Only |

Item History:

The Water & Electric Department issued Bid #015-007 for the purchase of four pieces of 15kV pad mount metal enclosed switchgear and the required fuse holders. Three switchgear units are required as part of the proposed electric design to serve new facilities at New Trier High School. One switchgear unit is required for planned replacement of an existing unit located on the Village's electric system as proposed in the Electric Fund's 2015 budget.

Executive Summary:

The FY 2015 Electric Fund budget contains \$19,000 (account #500.42.31-660) for the purchase of switchgear. Staff budgeted for the replacement of one existing unit on the distribution system in 2015 due to its age and material condition. At the time the budget was created, New Trier High School's referendum had not been passed and design information on the electric service requirements was still under development. As such, no (switchgear) funds were allocated for the project.

The Electric Fund will be reimbursed by New Trier for the cost of switchgear. Based on the lowest qualified bid, the Electric Fund will be allocated \$17,650 and New Trier will be allocated \$55,930 of the total cost.

Provided that the Village Council has approved Resolution No. R-8-2015, a Resolution Approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203, staff is recommending the purchase of the four units of 15kV metal enclosed switchgear and the associated fuse holders from S&C Electric Company.

Recommendation:

Consider authorizing the Village Manager to award a purchase order to S&C Electric Company for the purchase of four (4) 15kV metal enclosed switchgear units and the associated fuse holders in an amount not to exceed \$73,580.00 in accordance with the terms and conditions of Bid #015-007.

Attachments:

- Agenda Report dated April 13, 2015
- Exhibit A, Bid #015-007, Bid Detail

AGENDA REPORT

Subject: 15kV Distribution Switchgear, Bid #015-007

Prepared by: Brian Keys, Director Water & Electric

Date: April 13, 2015

The Water & Electric Department issued Bid #015-007 for the purchase of four pieces of 15kV pad mount metal enclosed switchgear and the required fuse holders. Three switchgear units are required as part of the proposed electric design to serve new facilities at New Trier High School. One switchgear unit is required for planned replacement of an existing unit located on the Village's electric system as proposed in the Electric Fund's 2015 budget.

This particular type of switchgear is manufactured by S&C Electric in various configurations of switches and fuses. There are presently thirty-eight pieces of switchgear installed on the Village's electric distribution system.

The bid notice was published in the Winnetka Talk and posted to the on-line bidding service Demand Star. Two vendors submitted bids. Each vendor's bid detail has been provided in Exhibit A. The results of the bids have been summarized as follows:

Vendor	Lump Sum Bid (4 Units and Specified Fuse Holders)
S&C Electric Company	\$73,580.00
Universal Utility Supply Co.	\$74,166.00

The Village has previously purchased switchgear and equipment directly from the manufacturer located in Chicago. Based on the bid evaluation, staff recommends acceptance of S&C Electric's bid for the switchgear. Manufacturing lead time for this equipment is fourteen weeks.

The FY 2015 Electric Fund budget contains \$19,000 (account #500.42.31-660) for the purchase of switchgear. Staff budgeted for the replacement of one existing unit on the distribution system in 2015 due to its age and material condition. At the time the budget was created, the high school's referendum had not been passed and design information on the electric service requirements was still under development. As such, no (switchgear) funds were allocated for the project. In accordance with the Village's existing policy for three phase electric service projects, the required equipment is paid for by the customer. In addition, an Intergovernmental Agreement has been drafted to document the allocation of costs associated with the utility improvements required to serve the new high school facilities. The Electric Fund will be reimbursed by New Trier for the cost of switchgear. Based on the lowest qualified bid, the Electric Fund will be allocated \$17,650 and New Trier will be allocated \$55,930 of the total cost.

Provided that the Village Council has approved Resolution R-8-2015, *A Resolution Approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203*, staff is recommending the purchase of the four units of 15kV metal enclosed switchgear and the associated fuse holders from S&C Electric Company.

Recommendation:

Consider authorizing the Village Manager to award a purchase order to S&C Electric Company for the purchase of four (4) 15kV metal enclosed switchgear units and the associated fuse holders in an amount not to exceed \$73,580.00 in accordance with the terms and conditions of Bid #015-007.

Exhibit A
Bid #015-007

S&C Electric Company

Item	Unit Cost (each)	Quantity	Total
PMH-11 Pad Mount Switchgear	\$17,650.00	1	\$17,650.00
PMH-9 Pad Mount Switchgear	\$16,594.00	2	\$33,188.00
Power fuse holder for SM-4 refill units	\$651.00	6	\$3,906.00
PMH-10 Pad Mount Switchgear	\$18,836.00	1	\$18,836.00

TOTAL: \$73,580.00

Universal Utility Supply Co.

Item	Unit Cost (each)	Quantity	Total
PMH-11 Pad Mount Switchgear	\$17,830.00	1	\$17,830.00
PMH-9 Pad Mount Switchgear	\$16,770.00	2	\$33,540.00
Power fuse holder for SM-4 refill units	\$660.00	6	\$3,960.00
PMH-10 Pad Mount Switchgear	\$18,836.00	1	\$18,836.00

TOTAL: \$74,166.00



Agenda Item Executive Summary

Title: 2500 kVA Transformer Bid, Bid #015-008

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 04/21/2015

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/> | Policy Direction |
| <input type="checkbox"/> | Informational Only |

Item History:

New Trier High School is requesting two additional points of electric service to serve the new building facilities being constructed at the campus. In response to their request, and based on information supplied to the Village during planning meetings held with the high school staff and their design team, the Water & Electric Department issued Bid #015-008 for the purchase of 2500 kVA three phase pad mount transformers. The high school has requested the new electric service points be installed by mid-October 2015.

Executive Summary:

Four vendors submitted bids. 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.

The bid submitted by Resco (Ermco) met the technical criteria of the bid specification and contained the lowest evaluated life cycle cost. The bid specified an order quantity of three units. Although the high school's immediate requirement is two transformers, staff has identified the need to have a spare transformer. No other commercial or residential customers require a transformer of this large size and no suitable size spare currently exists in the Water & Electric Department inventory.

The FY 2015 Electric Fund budget contains \$109,980 (account #500.42.34-660) for the purchase of transformers. To date, the Electric Fund has expended \$21,971 toward the purchase of transformers. Staff is expecting that the remaining funds of \$88,009 will be required for maintenance activities and other forecasted new business connections.

At the time the budget was created, New Trier High School's referendum had not been passed and design information on the electric service requirements was still under development. As such, no (transformer) funds were allocated for the project. In accordance with the Village's existing policy for three phase electric service projects, the cost for any required transformer (s) is paid by the customer. In addition, an Intergovernmental Agreement has been created to document the allocation costs associated with the utility improvements required to serve the new high school facilities. The Electric Fund will be reimbursed by New Trier for the cost of these transformers.

Recommendation:

Consider authorizing the Village Manager to award a purchase order to Resco for the purchase of three (3) 2500kVA three phase pad mount transformers manufactured by Ermco in an amount not to exceed \$96,558, in accordance with the terms and conditions of Bid #015-008.

Attachments:

- Agenda Report dated April 13, 2015

AGENDA REPORT

Subject: 2500 kVA Transformer Bid, Bid #015-008

Prepared by: Brian Keys, Director Water & Electric

Date: April 13, 2015

New Trier High School is requesting two additional points of electric service to serve the new building facilities being constructed at the campus. In response to their request and based on information supplied to the Village during planning meetings held with the high school staff and their design team, the Water & Electric Department issued Bid #015-008 for the purchase of 2500 kVA three phase pad mount transformers. The high school has requested the new electric service points be installed by mid-October 2015.

The bid notice was published in the Winnetka Talk and posted to the on-line bidding service Demand Star. Four vendors submitted bids. 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.

Based on the bid evaluation quantities, the results of the bids have been summarized as follows:

2500 kVA Three Phase Pad Mount Transformer

Bidder (Manufacturer)	Material Cost (each)	Loss Evaluation	Life Cycle Cost
Resco (Ermco)	\$32,186.00	\$64,723.69	\$96,909.69
Power Line Supply (Pauwels)	\$33,927.55	\$67,683.80	\$101,611.35
Wesco (ABB)	\$37,250.00	\$71,828.71	\$109,078.71
HD Supply (Cooper Power)	\$38,178.00	\$73,151.16	\$111,329.16

The bid submitted by Resco (Ermco) met the technical criteria of the bid specification and contained the lowest evaluated life cycle cost. The bid specified an order quantity of three units. Although the high school's immediate requirement is two transformers, staff has identified the need to have a spare transformer. No other commercial or residential customers require a transformer of this large size and no suitable size spare currently exists in the Water & Electric Department inventory. Manufacturing lead time for this size of transformer is approximately 26 weeks. For this reason, the cost of the proposed spare has been included in the New Trier project costs.

The FY 2015 Electric Fund budget contains \$109,980 (account #500.42.34-660) for the purchase of transformers. To date, the Electric Fund has expended \$21,971 toward the purchase of transformers. Staff is expecting that the remaining funds of \$88,009 will be required for maintenance activities and other forecasted new business connections.

At the time the budget was created, the high school's referendum had not been passed and design information on the electric service requirements was still under development. As such, no (transformer) funds were allocated for the project. In accordance with the Village's existing policy for three phase electric service projects, the cost for any required transformer(s) is paid by the customer. In addition, an Intergovernmental Agreement has been created to document the allocation costs associated with the utility improvements required to serve the new high school facilities. The Electric Fund will be reimbursed by New Trier for the cost of these transformers.

Provided that the Village Council has approved Resolution R-8-2015, *A Resolution Approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203*, staff is recommending the purchase of the three (3) 2500 kVA three phase pad mount transformers from Resco.

Recommendation:

Consider authorizing the Village Manager to award a purchase order to Resco for the purchase of three (3) 2500kVA three phase pad mount transformers manufactured by Ermco in an amount not to exceed \$96,558 in accordance with the terms and conditions of Bid #015-008.



Agenda Item Executive Summary

Title: Change Order for Primary Cable, the Okonite Company

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 04/21/2015

Consent: YES NO

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

Item History:

New Trier High School is requesting two additional points of electric service to serve the new building facilities being constructed at the campus. Due to the size of the load addition, a third 12kV electric circuit is being extended to the school. Staff is requesting approval to proceed with ordering cable for the project in addition to cable required for other Village projects. In December 2014, the Okonite Company was awarded Bid #014-023 by the Village Council for primary cable required during the timeframe of January 1, 2015 through December 31, 2015.

Executive Summary:

Staff is requesting authorization to purchase 2,500 feet of 15kV 1/c 1/0 copper cable and 2,500 feet of 15kV 3-1/c 1/0 copper cable. This cable is typically used in applications to connect pad mount transformers with switchgear or between pad mount transformers. Staff is also requesting authorization to purchase 9,300 feet of 15kV 3-1/c 350mcm copper cable. This is a larger sized conductor used for “main stem” underground circuits. Manufacturing lead time for this cable is 14-16 weeks. The requested change order amount is \$348,167.

As discussed in the Agenda Report for Resolution No. R-8-2015, A Resolution Approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 20, staff is recommending the installation of a larger conductor than that required by the high school’s project for the circuit extension. Of the requested change order amount, the cost allocation is as follows:

Cable cost to be incurred by New Trier:	\$208,807
Cost added for Village to increase conductor size on New Trier project:	\$73,861
Cable cost to be incurred by Village, unrelated to New Trier project:	\$65,499

Provided that the Village Council has approved Resolution No. R-8-2015, staff is recommending a change order to the Okonite Company for 15kV primary cable.

Recommendation:

Consider authorizing the Village Manager to award a change order to the Okonite Company in the amount of \$348,167 for the purchase of 15kV 1/0 copper cable and 350 mcm copper cable at the unit prices bid, subject to the terms and conditions of Bid #014-023.

Attachments:

- Agenda Report dated April 13, 2015

AGENDA REPORT

SUBJECT: Change Order for Primary Cable, The Okonite Company

PREPARED BY: Brian Keys, Director Water & Electric

REF: December 16, 2014 Village Council Meeting, pp. 89-94
 October 20, 2014 Budget Review Meeting

DATE: April 13, 2015

New Trier High School is requesting two additional points of electric service to serve the new building facilities being constructed at the campus. Due to the size of the load addition, a third 12kV electric circuit is being extended to the school. Staff is requesting approval to proceed with ordering cable for the project in addition to cable required for other Village projects. In December 2014, The Okonite Company was awarded Bid #014-023 by the Village Council for primary cable required during the timeframe of January 1, 2015 through December 31, 2015.

Staff is requesting authorization to purchase 2,500 feet of 15kV 1/c 1/0 copper cable and 2,500 feet of 15kV 3-1/c 1/0 copper cable. This cable is typically used in applications to connect pad mount transformers with switchgear or between pad mount transformers. Staff is also requesting authorization to purchase 9,300 feet of 15kV 3-1/c 350mcm copper cable. This is a larger sized conductor used for “main stem” underground circuits. Manufacturing lead time for this cable is 14-16 weeks. The requested change order amount is \$348,167. The change order amount includes additional funds for manufacturing length tolerances as noted below.

15kV PRIMARY CABLE

Quantity Required 2,500 ft., 1/c 1/0 2,500 ft., 3-1/c 1/0 triplex 9,300 ft., 3-1/c 350mcm parallel	Metals Escalation	Shipping Length Tolerance (5%) & Packaging	Requested Amount
\$331,587.20	\$0	\$16,579.36	\$348,166.56

↓
\$348,167

As discussed in the Agenda Report for Resolution R-8-2015, *A Resolution Approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 20*, staff is recommending the installation of a larger conductor than that required by the high school’s project for the circuit extension. This will provide additional benefits to the Village’s distribution system for load transfers during operating events. As proposed, the Village would pay the incremental cost of the larger conductor.

Of the requested change order amount, the cost allocation is as follows:

Cable cost to be incurred by New Trier:	\$208,807
Cost adder for Village to increase conductor size on New Trier project:	\$73,861
Cable cost to be incurred by Village, unrelated to New Trier project:	\$65,499

The FY 2015 Electric Fund budget contains \$450,100 (account #500.42.31-660) for the purchase of cable. To date, the Electric Fund has expended \$216,806 toward the purchase of cable. At the time the budget was created, the high school's referendum had not been passed and design information on the electric service requirements was still under development. As such, no (cable) funds were allocated for the project. In accordance with the Village's existing policy for three phase electric service projects, the cost for any required line extension is paid by the customer. In addition, an Intergovernmental Agreement has been created to document the allocation of costs associated with the utility improvements required to serve the new high school facilities.

The Electric Fund budget for cable will be exceeded as result of the cable required for the New Trier project. As specified in the Intergovernmental Agreement, New Trier will be responsible for the majority of these costs. As noted above, the Village would fund the incremental cost associated with the larger conductor size.

Provided that the Village Council has approved Resolution R-8-2015, *A Resolution Approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203*, staff is recommending a change order to The Okonite Company for 15kV primary cable.

Recommendation:

Consider authorizing the Village Manager to award a change order to the Okonite Company in the amount of \$348,167 for the purchase of 15kV 1/0 copper cable and 350 mcm copper cable at the unit prices bid, subject to the terms and conditions of Bid #014-023.