

**Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
Tuesday, July 19, 2016
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) August 2, 2016 Regular Council Meeting
 - b) **August 9, 2016 Study Session – Cancelled**
 - c) August 16, 2016 Regular Council Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) July 5, 2016 Regular Meeting3
 - b) Approval of Warrant List dated July 1 – 14, 20167
 - c) Resolution No. R-38-2016: 80 Green Bay Road, Certificate of Appropriateness for Building Alterations, Site Lighting & Signs (Adoption)8
 - d) Resolution No. R-39-2016: Approval and Release of Closed Session Minutes (Adoption).....52
 - e) Outdoor Seating Permit Approval: Orington Jewelers56
- 6) Stormwater Report: None.
- 7) Ordinances and Resolutions
 - a) Ordinance No. M-9-2016: 657 Sheridan Road, Variations for Front Yard Setback and Garages (Introduction/Adoption).....57
 - b) Ordinance No. M-10-2016: 1088 Mt. Pleasant Road, Variations for Front and Rear Yard Setbacks (Introduction/Adoption).....93
 - c) Resolution No. R-40-2016; Approving a Contract with Fairbanks Morse Engine for Repairs to Diesel Generator #8 (Adoption)127

- 8) Public Comment
- 9) Old Business: None.
- 10) New Business: None.
- 11) Appointments
- 12) Reports
- 13) Closed Session
- 14) Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
July 5, 2016**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, July 5, 2016, at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:00 p.m. Present: Trustees Andrew Cripe, William Krucks, Penfield Lanphier, Scott Myers, Christopher Rintz and Kristin Ziv. Absent: None. Also present: Village Manager Robert Bahan, Village Attorney Peter M. Friedman, Assistant Director of Community Development Brian Norkus and approximately 17 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) July 12, 2016. All of the Council members present indicated they expect to attend.
 - b) July 19, 2016. All of the Council members present indicated they expect to attend.
 - c) August 2, 2016. All of the Council members present, except Trustee Lanphier, indicated they expect to attend.
- 4) Approval of the Agenda. Trustee Rintz, seconded by Trustee Cripe, moved to approve the Agenda. By voice vote, the motion carried.
- 5) Consent Agenda
 - a) Village Council Minutes.
 - i) June 7, 2016 Regular Meeting.
 - ii) June 14, 2016 Study Session.
 - iii) June 21, 2016 Regular Meeting.
 - b) Warrant List. Approving the Warrant List dated June 17-30, 2016.

Trustee Cripe, seconded by Trustee Ziv, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Cripe, Krucks, Lanphier, Myers, Rintz and Ziv. Nays: None. Absent: None.
- 6) Stormwater Report. None.
- 7) Ordinances and Resolutions. None.
- 8) Public Comment.

Kimberly Brya, 335 Glendale, noted a recent sermon at Winnetka Congregational Church prompted her to address the Council. She reported that an email she sent to Council members through a group email has not been addressed. At the request of Trustee Cripe, Ms. Brya submitted a copy of the email. Both Trustees Cripe and Krucks noted the seriousness with which they and all Trustees take their responsibilities and noted for the

record that emails should be sent to Council members direct email accounts to ensure they are received.

a) Old Business. None.

9) New Business.

a) 5 Indian Hill Road, Subdivision and Zoning Variation: Policy Direction.

Assistant Director of Community Development Brian Norkus gave a history of the request noting both the Plan Commission and Zoning Board of Appeals have considered and denied the request and subsequent revised request respectively.

Trustee Lanphier inquired about the original orientation of the subject lots and Mr. Norkus responded they were developed in the 1940s and 1950s, while acknowledging he does not have the complete history of the property.

The Council discussed aspects of the Village's Zoning Code as it relates to flagpole lots.

Trustee Krucks noted Indian Hill Subdivision Association has not commented on this request.

Attorney for the applicant, Hal Francke, addressed the Council and members of the public with a presentation. Mr. Francke opined that no zoning ordinance objective will be achieved by the Council denying this request. He argued that property rights came first in our country's history and regulation of land use came second. He continued that the role of the Village Council is to uphold the health, safety and welfare of the community and this request will not disturb any of these rights.

Trustee Cripe noted his former position on the Zoning Board and inquired as to the hardship this request imposes on the neighbors.

Trustee Myers joined Trustee Cripe in his exploration of the rationale of this request as it relates to the good of the community.

Trustee Ziv noted her agreement with Mr. Francke and the applicants' request.

Trustee Krucks expounded on the tradeoff of living in an incorporated community, the Zoning Code, property rights, health and welfare.

The Council discussed variations in subdividing this property.

Architect for the applicant, Lesa Rizzola, stated the reason for the subdivision is to give enough land to the main structure on the property.

Property owner Debi Gill noted the Plan Commission did not like the original request to subdivide so it was revised to decrease the number of variances.

Dana Connell, 2 Indian Hill, noted he has been asked to speak by neighbors of this property and joins them in his address to the Council. Mr. Connell stated in order to grant this request the Zoning Code requires the property to have an unusual shape that would result in substantial hardship or injustices if not granted. This is not the case with this property. In fact, if this request is granted a 10,000 square foot property could be built on this lot obstructing the views neighbors currently have from their residences resulting in a true injustice and hardship for the neighbors. Mr. Connell noted the Plan Commission opposed this request and the neighbors also oppose this request.

Baird Smart, 112 Church Road noted his opposition to the request to subdivide as it is submitted. He continued the hardship would be borne by the neighbors if a larger structure was built on that property.

Dave Hawkins, 3 Indian Hill Road, noted the intent of this request is so this lot can be developed. He continued that he maintains landscaping of 20 foot trees to block the view of the current structure and would prefer a different subdivision if the intent is to sell the coach house.

Kevin Sheridan, 7 Indian Hill Road, noted his membership in the Indian Hill Association and that this issue has never come before the Association. He believes the applicant approached this the wrong way and questioned the value of establishing Village standards if they are going to be ignored.

Tom Lillard, 100 Church Road, thanked the Council for their service and joined his neighbors in their concern over this application.

Joann Hudson, real estate broker for the Gills and Winnetka resident, commented that side yards are permitted to abut backyards and the Village has granted subdivisions of lots like this.

Laura Connell, 2 Indian Hill Road, added her support and agreement with comments made by neighbors this evening.

Butch Macvicar, 1 Indian Hill Road, also added his support and agreement with comments made by neighbors this evening.

Property owner Dan Gill apologized for the hostility involved with what they are trying to accomplish. He noted there are two addresses for the property, and he thought it made sense to subdivide. Mr. Gill continued the flagpole layout of the property makes it unique and dividing into two large lots seems reasonable. He noted he has been following the Village's advice and struggles with what the neighbors are upset about.

Village Attorney Friedman noted if the Council denies this request, the applicants cannot reapply for one year unless they submit a substantially different request. He advised the Council of their three options: One, move to deny. Two, move to direct Counsel to prepare ordinances and grant the request. Three, defer to allow discussion between the neighbors and the applicant.

President Greable recommended this issue be deferred to allow the applicants' time to discuss with their neighbors and find a more agreeable resolution.

Trustee Myers, seconded by Trustee Rintz, moved this issue be deferred until the September 6, 2016 meeting. By voice vote, the motion carried.

11) Appointments. None.

12) Reports.

a) Village President. None.

b) Attorney. None.

- c) Manager. Village Manager Bahan reminded Council there is a group email contact where emails are received and not always forwarded as they don't require a group response. He continued he will look into Ms. Brya's email situation and report back.

Trustee Cripe commented that members of the public who wish to email the Council should send to each Council members individual email address.

- 13) Closed Session. None.

- 14) Adjournment. Trustee Myers, seconded by Trustee Ziv, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:59 p.m.

Recording Secretary

DRAFT



Agenda Item Executive Summary

Title: Approval of Warrant List

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 07/19/2016

Consent: YES NO

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

Item History:

None.

Executive Summary:

The Warrant List dated July 1-14, 2016 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated July 1-14, 2016.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-38-2016: 80 Green Bay Road, Certificate of Appropriateness for Building Alterations, Site Lighting & Signs (Adoption)

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date:

07/19/2016

Consent:

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Item History:

None

Executive Summary:

Following a 1999 Village code amendment, commercial exterior building alterations in the C-1 (Indian Hill) Commercial District are subject to final approval by the Village Council, with a recommendation from the Design Review Board.

Field's Maserati has requested approval of a Certificate of Appropriateness for a series exterior alterations subject to review under Section 15.40 of the Village Code. Proposed modifications include (a) alteration of exterior building elevations and finishes, (b) replacement of existing exterior site lighting with new LED fixtures, (c) new wall signs and a ground mounted sign, and (d) requests for relief from Sign Code standards pertaining to (i) proximity of illuminated signs to Residential zoning districts, and (ii) prohibition of ground mounted signs for advertising premises located within 15 feet or less of the front property line.

The Design Review Board (DRB) considered the application at its meeting on June 16, 2016, and voted 4-0 to recommended approval of all alterations as proposed, as well as sign code variations as requested by the applicants.

Recommendation:

Consider adoption of Resolution No. R-38-2016, which would grant a Certificate of Appropriateness for proposed exterior building alterations, site lighting improvements, signs and sign variations at 80 Green Bay Road.

Attachments:

Agenda Report

Attachment A – Resolution No. R-38-2016

Attachment B - Building alterations package

Attachment C – Site lighting details

Attachment D – Sign variation application and plans

Attachment E – June 16, 2016 DRB minutes

AGENDA REPORT

SUBJECT: Resolution R-38-2016 - Certificate of Appropriateness for building alterations, site lighting and signs at 80 Green Bay Road (Field's Maserati)

PREPARED BY: Brian Norkus, Assistant Director of Community Development

DATE: July 13, 2016

In March 1999 a series of zoning amendments were adopted for the Indian Hill Business District (C-1 zoning district), which revised the procedures for approval of commercial exterior building alterations, and the issuance of *Certificates of Appropriateness of Design*, as provided for in Section 15.40 of the Village Code.

Whereas a Certificate of Appropriateness is typically granted by the Design Review Board, the 1999 amendments modified those procedures to require that final approval in the C-1 Business District be granted by the Village Council.

On June 16, 2016 the Design Review Board voted 4-0 to recommend that the Council approve the proposed alterations as detailed below.

Proposed alterations

The current application involves rebranding the former Land Rover dealership for the Maserati line, and consideration of exterior building alterations, replacement of site lighting, and new signs. Signs themselves also require consideration of two related sign code variations requested by the applicant.

Existing facilities received a major renovation in 1996 when it was re-branded as a Land Rover dealership, depicted in the recent image below (**Figure 1**).



Figure 1 – existing east elevation

I. Exterior building alterations- The 1996 Land Rover renovations incorporated new exterior building materials which are present today, including limestone with wood siding and a standing-seam metal mansard roof. These renovations also saw the introduction of a new open frame canopy projecting on the south building elevation and a 25' tall "tower" element, both visible in *Figure 1*.

Proposed building alterations include *removal* of the existing canopy and tower structures, with *primary* building elevations to be re-clad with an ALPOLIC ® aluminum composite panel system, depicted in renderings and elevation drawings in the pages that follow.

Secondary masonry building elevations which are already painted will be repainted in a white finish; brick walls which are unpainted, including south and west facing elevations, will remain unpainted, as shown in **Figure 2** below.

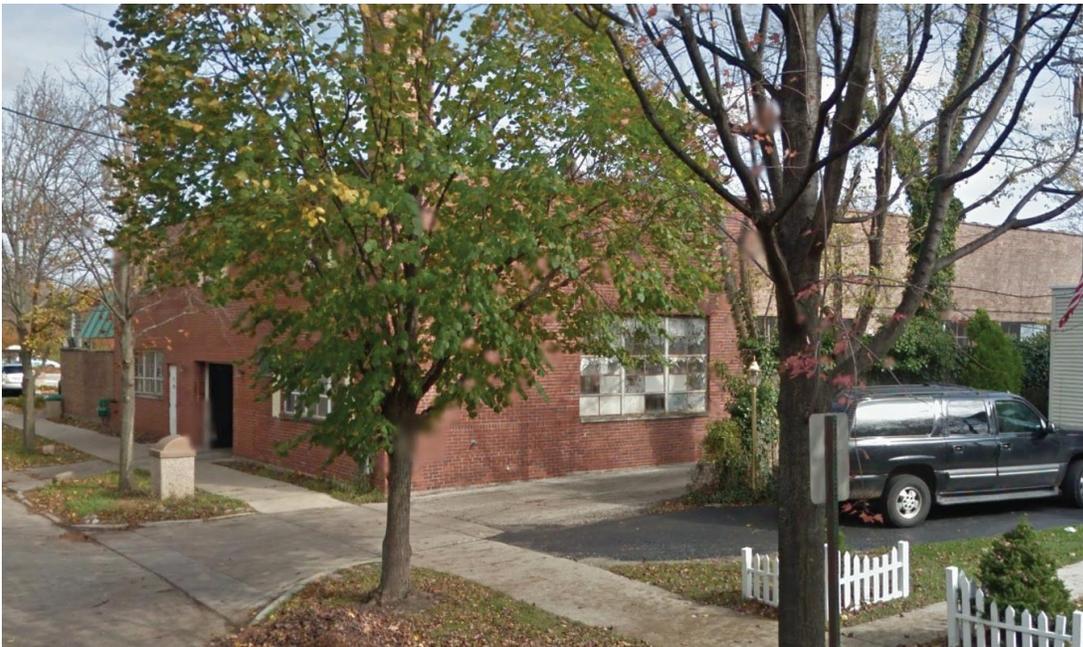


Figure 2 – existing west elevation

II. Proposed site lighting – Outdoor vehicle display is currently illuminated with two (2) poles approximately 26'-28' feet in height seen in **Figure 3** on the following page. Both existing light pole are mounted along the Green Bay Road sidewalk, with each pole outfitted with multiple, high-intensity fixtures directed toward the display lot.

Existing poles and fixtures will be removed and replaced with two (2) new poles set at a height of 16' along the Green Bay Road property line. Each pole will have two full-cutoff LED fixtures oriented toward the vehicle display area. Proposed new LED lighting will provide a significant improvement over existing conditions, as measured by the amount of light spillage onto adjacent residential properties to the west. While photometric data for existing light fixtures is not available, photometric data for the new installation confirm that

illumination levels provided by the new fixtures approaches zero foot-candles at the nearest residential property line to the west.



Figure 3 – existing display lot lighting

III. Proposed signs – The proposed sign package includes wall signs on the east and south building elevations, measuring a total of 52 square feet (conforming to maximum size of 145 sq. ft.). In addition, the applicant is proposing a 20 square foot ground mounted “monument” sign to be placed along the Green Bay Road property line in front of the outdoor display lot.

Proposed signs incorporate “halo illumination” which is permitted under the sign code; an example of such halo illumination is depicted in **Figure 4** below. (*Internal* illumination, where illumination shines through a translucent sign material, is prohibited by the sign code).



Figure 4 – halo illumination example

- IV. Sign variation - to permit two (2) illuminated signs within 100 feet of residential zoning district - While the sign code permits the proposed means of illumination, Section 15.60.130(B)(3) of the Sign Code requires that illuminated signs be located a minimum of 100 feet from a residential zoning district when facing that district.

Two proposed signs are located less than 100 feet from the adjacent residential property at 69 Brier Street, as depicted in **Figure 5** below. Accordingly, Field's Maserati has requested consideration of a variation from Section 15.60.130 (B) (3) of the Sign Code, to permit (a) an illuminated "Service" sign (5.3 sq. ft.) to be located within 30 feet of the adjacent residential zoning district, *and* to permit (b) an illuminated ground sign measuring 20 square feet to be located within 90 feet of the adjacent residential zoning district.

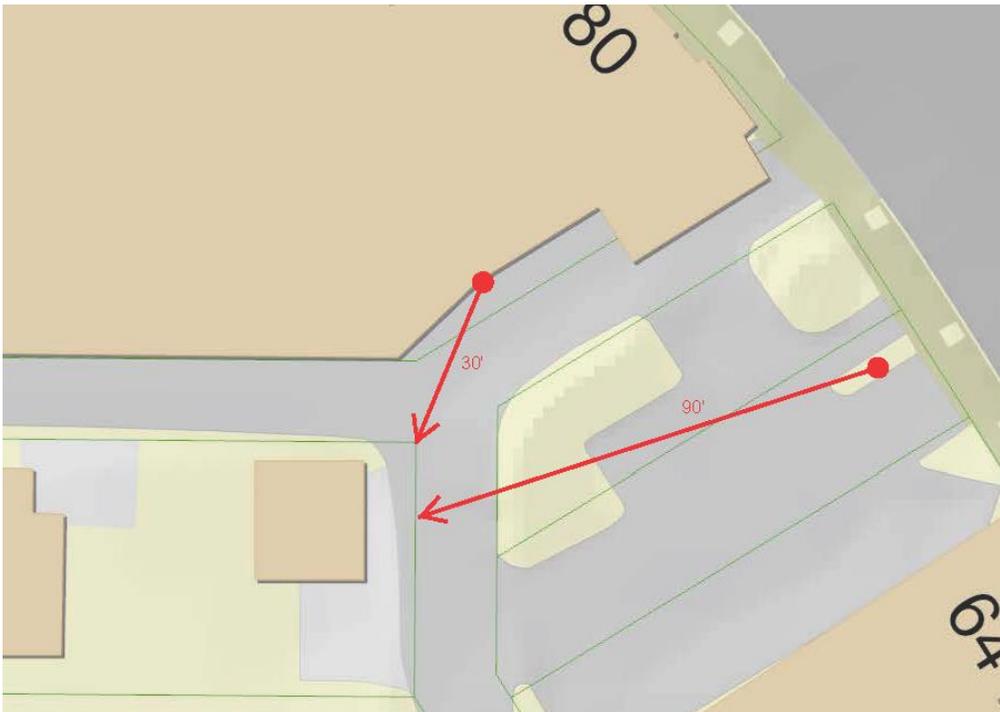


Figure 5 - proximity to R5 residential zoning

- V. Sign Variation – to permit use of a ground sign advertising a business located less than 15 feet from front property line – Plans depict a ground-mounted “monument” sign which would be placed along the Green Bay Road property line in front of the outdoor display lot. Ground signs are permitted, but are limited under the sign code to instances where the primary building is located 15 feet or more from the front property line.

Because the principal building is adjacent to the sidewalk, the proposed ground sign requires consideration of a variation from Section 15.60.120 (B) (3) of the Sign Code, to permit a ground sign to be used to identify premises located less than 15 feet from the front property line.

The applicants have submitted written materials explaining the basis for the two variations requested, and presented their request to the Design Review Board on June 16, 2016. The

applicants cite several conditions warranting relief from two sections of the sign code, including (1) the curvature of Green Bay Road limiting exposure and visibility, with a ground sign being a more reasonable solution than the previously constructed “tower” addition to the building; (2) the discrete nature of the halo illumination minimizing any impact on adjacent residential properties to the west; (3) the angle of exposure of illuminated signs further reduces any impact on adjacent residential properties located within 100 feet; and (4) the proposed illuminated signs located less than 100 feet from the adjacent residential property, in fact, face the *rear* (alley) property line of that parcel.

On June 16, 2016, the Design Review Board voted 4-0 to recommend (a) approval of building alterations as proposed, (b) approval of site lighting improvements as proposed, (c) approval of signs as proposed, and (d) approval of both requested sign variations to permit the placement of illuminated signs less than 100 feet from the adjacent residential zone, and to permit the placement of a ground sign identifying premises located less than 15 feet from the front property line. Draft minutes to the June 16 Design Review Board meeting are included as Attachment B.

Recommendation:

- (1) Consider a motion to approve Resolution R-38-2016, which would approve the issuance of a Certificate of Appropriateness for building alterations, site lighting and signs at Field’s Maserati, 80 Green Bay Road.

Attachments:

- Attachment A – Resolution R-38-2016
- Attachment B - Building alterations package
- Attachment C – Site lighting details
- Attachment D – Sign variation application and plans
- Attachment E – June 16, 2016 DRB minutes

RESOLUTION NO. R-38-2016

A RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS AND VARIATIONS TO THE WINNETKA SIGN CODE FOR BUILDING, LIGHTING, AND SIGN IMPROVEMENTS AT 80 GREEN BAY ROAD (Field's Maserati)

WHEREAS, Fields Italian Cars, Inc., d/b/a Fields Maserati ("**Owner**"), is the owner of the property commonly known as 80 Green Bay Road, Winnetka, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located within the C-1 Neighborhood Commercial District of the Village ("**C-1 District**"); and

WHEREAS, the Owner desires to: (i) alter the exterior of the building located on the Subject Property; (ii) replace the lighting on the Subject Property; and (iii) construct new signs on the Subject Property (collectively, "**Requested Alterations**"); and

WHEREAS, Section 15.40.010 of the Village Code provides that no construction activity, including ordinary repairs, shall be begun, and no building permit for any construction activity shall be approved for issuance, if the work to be performed affects or involves an external architectural feature of a building or structure unless an owner obtains from the Village a certificate of appropriateness; and

WHEREAS, Section 15.60.130(B)(3) of the Village Code provides that no externally illuminated sign shall be located within, or within one hundred (100) feet of the boundary of, any residential zoning district, if an illuminated face of such sign is parallel with or at an angle of less than forty-five (45) degrees from the residential zoning district boundary or otherwise has an adverse visual impact on adjacent residential properties; and

WHEREAS, the Owner filed an application for: (i) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code for the Requested Alterations ("**Certificate of Appropriateness**"); (ii) a variation to Sections 15.60.130(B)(3) of the Winnetka Sign Ordinance to permit an illuminated service sign to be located within 30 feet of the adjacent residential zoning district; (iii) a variation to Sections 15.60.130(B)(3) of the Winnetka Sign Ordinance to permit an illuminated ground sign to be located within 90 feet of the adjacent residential zoning District; and (iii) a variation to Section 15.60.120 (B)(3) of the Winnetka Sign Ordinance to permit a ground sign to be used to identify premises located less than 15 feet from the front property line (collectively, "**Variations**"); and

WHEREAS, on June 16, 2016, after due notice thereof, the Design Review Board considered the Certificate of Appropriateness and Variations and, by a vote of four in favor and none opposed, recommended that the Village Council approve the Certificate of Appropriateness and the Variations; and

WHEREAS, the Village Council has determined that: (i) the proposed Certificate of Appropriateness satisfies the standards for the approval of certificates of appropriateness set forth in Section 15.40.010 of the Village Code; (ii) the proposed Variations satisfy the standards for the approval of variations set forth in Chapter 15.60.250 of the Winnetka Sign Ordinance; and (iii)

July 19, 2016

R-38-2016

approval of the proposed Certificate of Appropriateness and Variations is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVALS.

A. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Resolution, the Certificate of Appropriateness is granted, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

B. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Resolution, the following variations from the Winnetka Sign Ordinance are hereby granted pursuant to Section 15.60.250 of the Winnetka Sign Ordinance and the home rule powers of the Village:

1. A variation to Section 15.60.130(B)(3) of the Winnetka Sign Ordinance to permit an illuminated 5.3 square foot service sign to be located within 30 feet of the residential zoning district adjacent to the Subject Property;

2. A variation to Section 15.60.130(B)(3) of the Winnetka Sign Ordinance to permit an illuminated 20 square foot ground sign to be located within 90 feet of the residential zoning district adjacent to the Subject Property;

3. A variation to Section 15.60.120 (B)(3) of the Winnetka Sign Ordinance to permit a ground sign to be located less than 15 feet from the front property line of the Subject Property.

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

A. Compliance with Regulations. The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.

B. Compliance with Plans. The development, use, and maintenance of the Subject Property must be in strict accordance with the following plans, except for minor changes and site work approved by the Director of Community Development (within his permitting authority) in accordance with all applicable Village codes, ordinances, and standards:

1. The Schematic Site Plan submitted by the Owner and consisting of one sheet, a copy of which is attached to, and by this reference, made a part of this Resolution as **Exhibit A**;
2. The Schematic Floor Plan submitted by the Owner and consisting of one sheet, a copy of which is attached to, and by this reference, made a part of this Resolution as **Exhibit B**;
3. The Schematic North Exterior Elevation, Schematic East Exterior Elevation, and Schematic South Exterior Elevation submitted by the Owner and consisting of two sheets, copies of which are attached to and, by this reference, made a part of this Resolution as **Exhibit C**; and
4. The Photometric Plan submitted by the Owner and consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Resolution as **Exhibit D**.

SECTION 4: FAILURE TO COMPLY. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Resolution, in addition to all other remedies available to the Village, the Certificate of Appropriateness and the Variations granted in Section 2 of this Resolution will, at the sole discretion of the Village Council, by resolution duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the Certificate of Appropriateness or the Variations granted in Section 2 of this Resolution unless it first provides the Owner 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 Village Code, as the same may be amended from time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such enforcement action as may be appropriate under the circumstances.

SECTION 5: EFFECTIVE DATE.

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

1. Its passage and approval according to law; and
2. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit E** attached to and, by this reference, made a part of this Resolution, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Resolution and to indemnify the Village for any claims that may arise in connection with the approval of this Resolution.

B. In the event that the Owner does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 5.A.2 of this Resolution within 60 days after the date of passage of this Resolution by the Village Council, the Village

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

ADOPTED this ____th day of July, 2016, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
SCHEMATIC SITE PLAN

EXHIBIT B
SCHEMATIC FLOOR PLAN

EXHIBIT C
SCHEMATIC EXTERIOR ELEVATIONS

EXHIBIT D
PHOTOMETRIC PLAN

EXHIBIT E

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Fields Italian Cars, Inc., d/b/a Fields Maserati ("**Owner**"), is the owner of the property commonly known as 80 Green Bay Road, Winnetka, Illinois ("**Subject Property**"); and

WHEREAS, Resolution No. R-38-2016, adopted by the Village Council on _____, 2016 ("**Resolution**"), grants a certificate of appropriateness and variations to the Village of Winnetka Sign Ordinance to permit the Owner to: (i) alter the exterior of the building located on the Subject Property; (ii) replace the lighting on the Subject Property; and (iii) construct new signs on the Subject Property (collectively, "**Requested Alterations**"); and

WHEREAS, Section 5 of the Resolution provides, among other things, that the Resolution will be of no force or effect unless and until the Owner has filed, within 60 days following the passage of the Resolution, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Resolution;

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

1. The Owner does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Resolution.
2. The Owner acknowledges that any applicable public notices and hearings have been properly given and held with respect to the adoption of the Resolution, has considered the possibility of the revocation provided for in the Resolution, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner 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 a certificate of appropriateness and variations to the Winnetka Sign Ordinance for the Subject Property or its adoption of the Resolution, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
4. The Owner 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 Resolution granting the certificate of appropriateness and variations to the Winnetka Sign Ordinance for the Subject Property.
5. The Owner 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: _____, 2016

ATTEST: **FIELDS ITALIAN CARS, INC., D/B/A FIELDS MASERATI**

By: _____

Its: _____

By: _____

Its: _____



Fields Winnetka



Building Renovations

80 Greenbay Road
Winnetka, Illinois

03.24.16		
No.	Date	Comments
Revisions		
Committer No.		JRB 1.0004
Drawn By		DIG
Checked By		JRB
Approved By		
Issued for Review		
Issued for Permits		
Issued for Bidding		
Issued for Construction		

Project Title

Fields Winnetka



80 Greenbay Road
Winnetka, Illinois

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Scope Document

This preliminary drawing indicates the general scope of the project in terms of the architectural design concept, the dimensions of the building, the type of structural system, and an outline of the major elements of construction. As a "scope" document this drawing does not necessarily indicate or describe all work required for the full performance and completion of the work. These documents shall not be used for construction. They were prepared for the purpose of construction pricing only with the understanding that the Contractor, Subcontractor and material men are to furnish all the work of sound and quality construction and that the Contractor, Subcontractor and material men shall be solely responsible for the provision of adequate amounts to cover the installation of all items indicated, described, or implied.

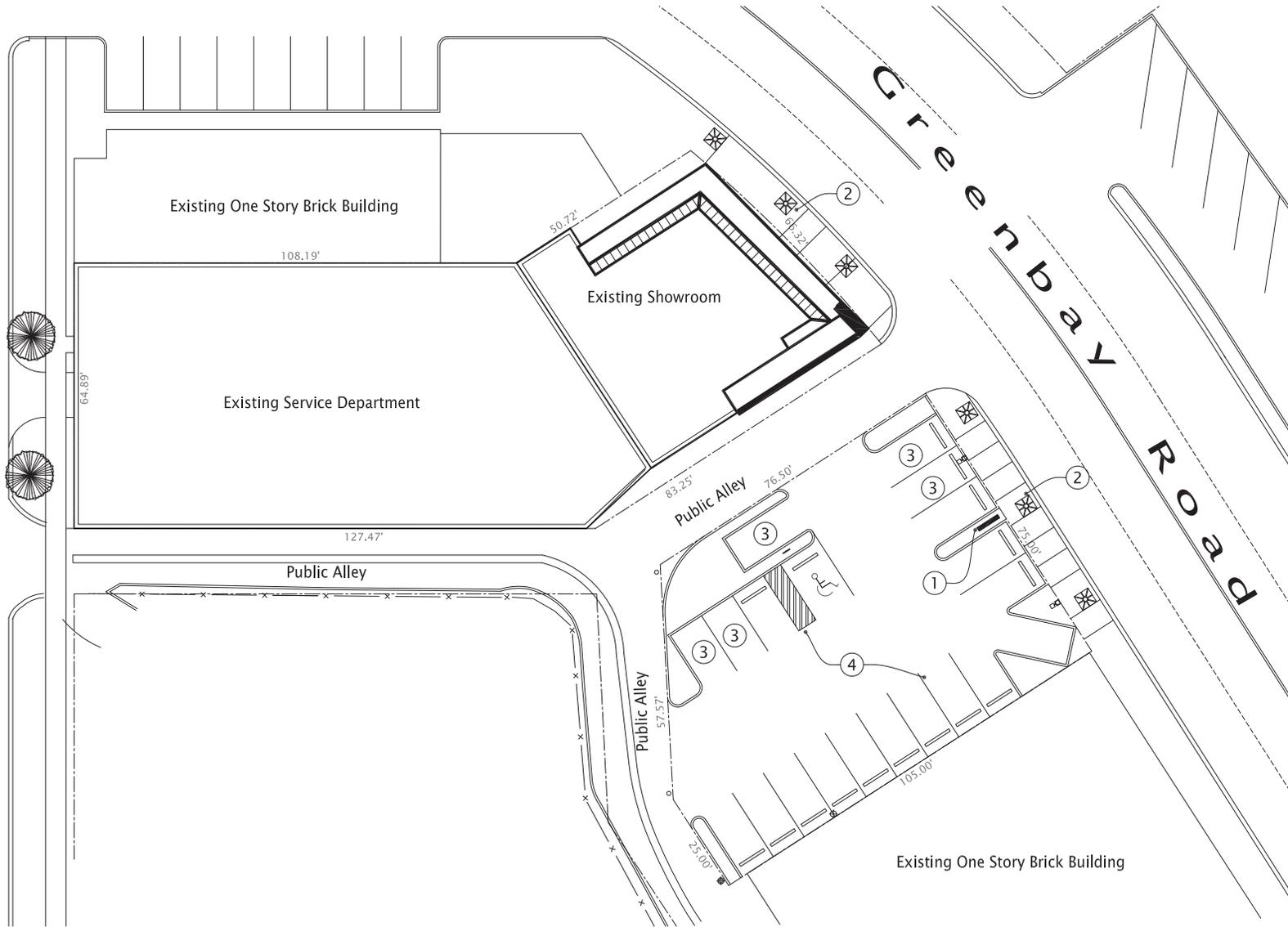
Sheet Title: **Title Sheet**

Sheet No. **dd0.1**





Brier Street



Site Notes

- ① New branding pylon signage to replace existing pylon signage per vendor of record specifications. Verify exact location in field and power requirements with vendor of record.
- ② Existing tree grates to remain. typ.
- ③ New parking stall
- ④ Existing parking stripping to remain- typ.



Schematic Site Plan
Scale: 1" = 10'-0"



JRB
The JRB Group Architects
3115 N. Mills Road Arlington Heights, Illinois 60004
Phone 847.596.0123 Fax 847.596.0145

No.	Date	Comments
Revisions		

03.24.18

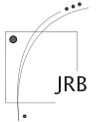
Project Title
Fields Winnetka

80 Greenbay Road
Winnetka, Illinois

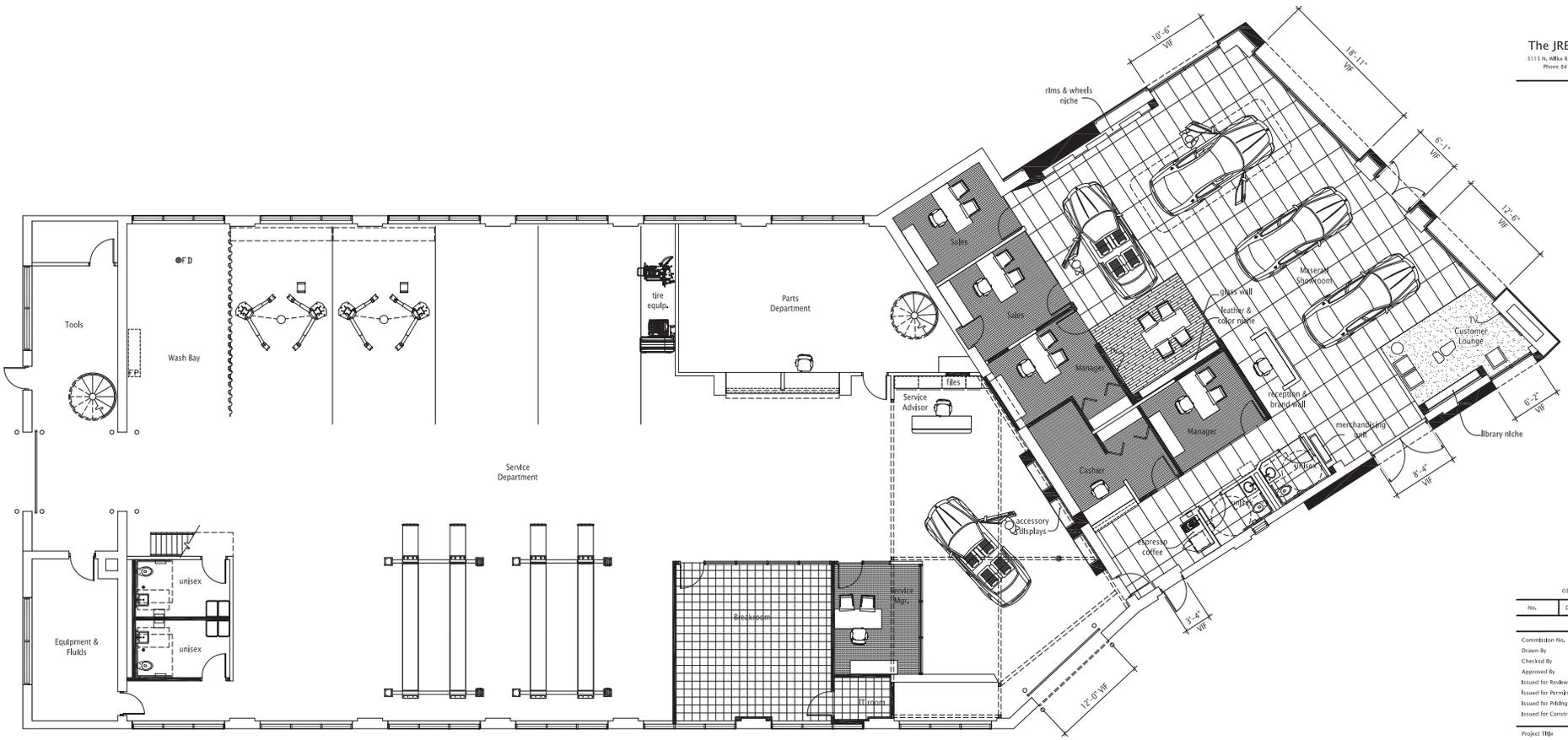
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Scope Document
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Sheet Title: **Schematic Site Plan**
Sheet No.: **dd1.1**



The JRB Group Architects
 3115 N. Mills Road | Arlington Heights, Illinois 60004
 Phone 847.596.0123 | Fax 847.596.0145



Schematic Floor Plan
 Scale: 3/16" = 1'-0"



No.	Date	Comments
Revisions		
Commitment No.	JRB 11004	
Drawn By	DIG	
Checked By	JRB	
Approved By		
Issued for Review		
Issued for Permits		
Issued for Bidding		
Issued for Construction		

Project Title
Fields Winnetka



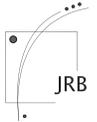
80 Greenbay Road
 Winnetka, Illinois

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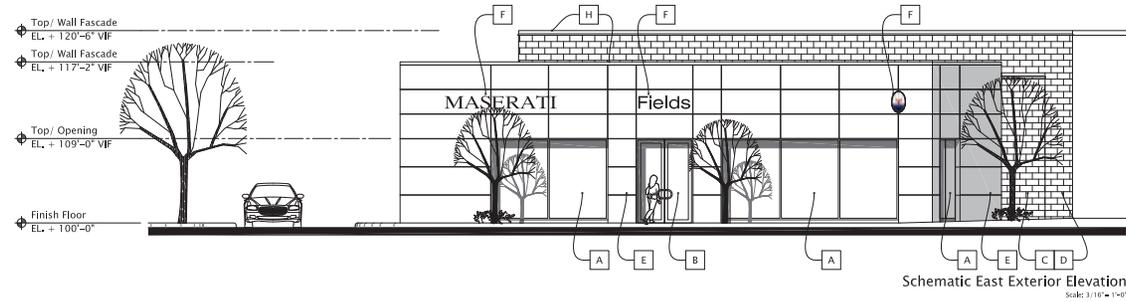
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Sheet Title
Schematic Floor Plan

Sheet No.
dd2.1

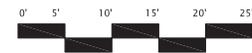
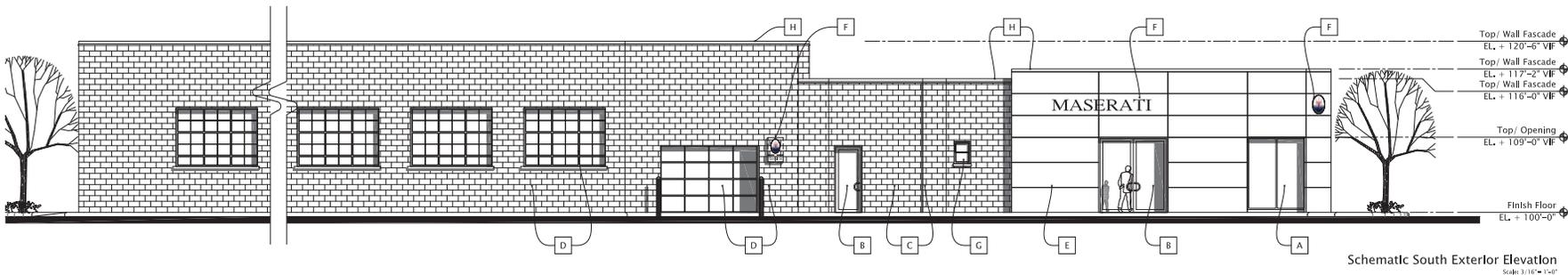
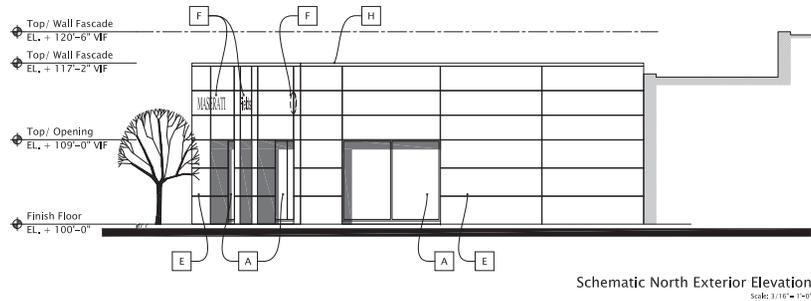


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Exterior Elevations Notes

- A 1" Insulated Tempered Clear Glazing PPG Solarban 70 Low-E in Thermally Broken Front Glazed Aluminum Curtainwall System, Brushed Anodized Silver Finish.
- B New Door & Frame to match new curtainwall system finish -verify existing opening size in field
- C Remove existing horizontal wood siding (location V/F), prepare existing Masonry wall to be repainted Metallic Dark Gray to match ACM panels
- D Re-paint "White" existing overall building walls, hollow metal door and frames, overhead doors, exterior service window frames
- E ACM: Aluminum composite panel system on vapor barrier on 3/8" Exterior Grade Gyp. Brd on Cold Formed Framing System w/ Batts Insulation -Metallic Dark Gray "Alpotic" Mica, MFS Gray, Gloss 30
- F Branded Maseratt and "Fields" Signage per Vendor of record specifications- Provide Power as Required
- G Existing window system to remain, window frame to be painted Metallic Dark Gray to match ACM panels
- H Prefinished Aluminum Coping to match adjacent surface finish- ACM contractor to provide matching ACM coping at ACM wall application



03.24.16

No.	Date	Comments
Revisions		

Contribution No. JRB 10004
 Drawn By DIG
 Checked By JRB
 Approved By _____
 Issued for Review _____
 Issued for Permits _____
 Issued for Bidding _____
 Issued for Construction _____

Project Title
Fields Winnetka

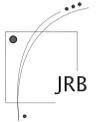
80 Greenbay Road
 Winnetka, Illinois

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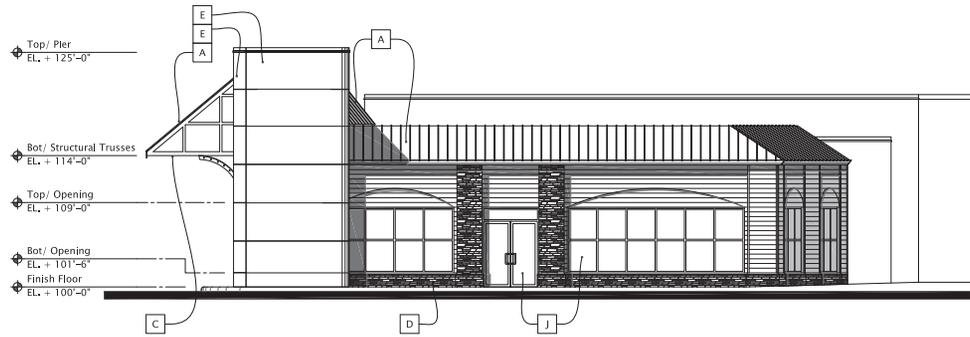
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Sheet Title
Schematic Exterior Elevations

Sheet No. **dd3.1**

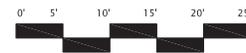
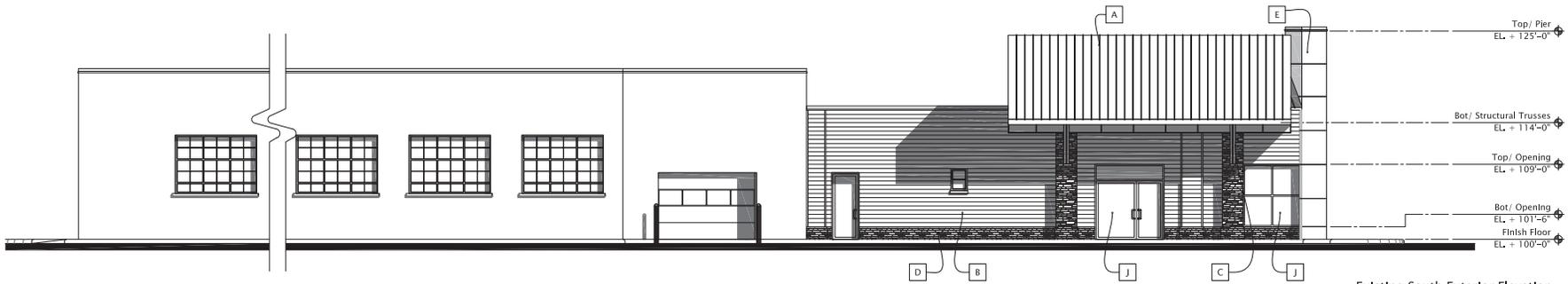
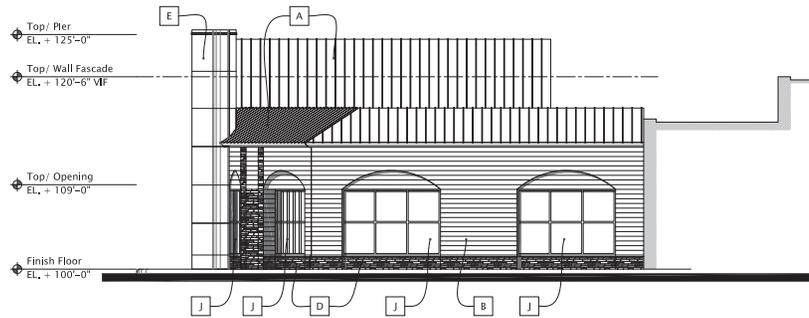


The JRB Group Architects
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 Phone 847.596.0123 Fax 847.596.0145



Exterior Elevations Notes

- A** Existing Standing Seam Metal Canopy Roof
- B** Existing 8" Cedar, plan bevel, horizontal Wood Siding
- C** Existing Ornamental Double Angle Bracket Welded to Steel Plate and structural metal canopy frame
- D** Existing Stone Veneer Base
- E** Existing based Alucobond Wall Panel System Icon Tower
- J** Existing curtainwall system



03.24.16

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Project Title

Fields Winnetka



80 Greenbay Road
Winnetka, Illinois

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Sheet Title
Existing Exterior Elevations

Sheet No. **ex3.1**

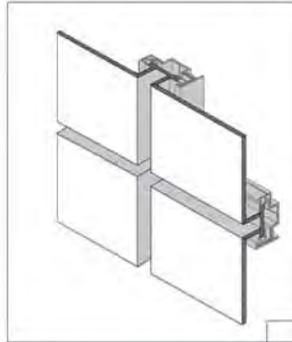
ALPOLIC®/fr

MATERIALS

MITSUBISHI PLASTICS COMPOSITES AMERICA, INC.

fr architectural – mica

ALPOLIC®/fr architectural Mica color aluminum composite materials are manufactured with a mineral filled fire resistant core and a 2-coat fluorocarbon paint finish. The Mica finish provides a clean, crisp look for any project.



CONSTRUCTION INFORMATION

PROJECT: Edward Jones Southwest Campus

LOCATION: Arizona

PRODUCT: ALPOLIC®/fr Mica Platinum



GENERAL INFORMATION

ALPOLIC®'s extensive selection of Mica finishes enable you to create designs and effects that no other panel system can achieve. They are stocked in two widths – 50 and 62 inches; and two lengths – 146 and 196 inches. These 4mm-thick panels are manufactured to architectural standards with an advanced mineral filled core.



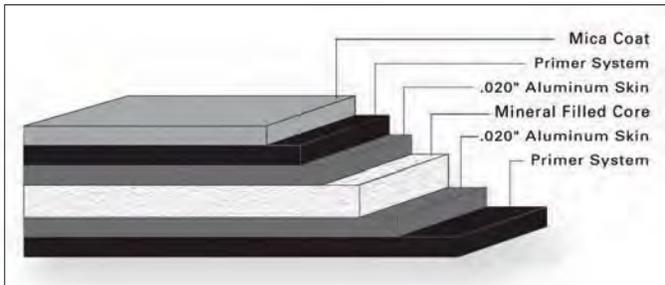
MICA ANODIC CLEAR
4-4MNC-G30

MICA PLATINUM
4-4OPT-G50

MICA CHAMPAGNE
4-4MCU-G30

SURFACE TREATMENT

ALPOLIC®/fr architectural Mica color panels are stocked with a FEVE LUMIFLON™ finish, a fluorocarbon paint system that features excellent durability and weathering for architectural needs. A PVDF, Kynar finish is available as a custom request. Available stock architectural Mica colors include Mica Platinum, Mica Champagne and Mica Anodic Clear.



STANDARD PANEL SIZE

Standard stock widths are 50" (1270mm) and 62" (1575mm) and lengths of 146" (3708mm) and 196" (4978mm). Panels are stocked in 4mm thickness. Standard crate is 30 pieces. Custom lengths and thickness available. Please contact ALPOLIC Customer Service for current available stock and additional information.

FINISH TOLERANCE

Color: DE 2.5 max from standard
Gloss: Nominal +/-10 units

PRODUCT TOLERANCE

Width: ± 0.08" (2mm)
Length: ± 0.16" (4mm)
Thickness: 4mm: ± 0.008" (0.2mm)
6mm: ± 0.012" (0.3mm)
Bow: maximum 0.5% of length and/or width
Squareness: maximum 0.2" (5mm)
Peel Strength: >22 in lb/in (ASTM D1781)

ALPOLIC® material is trimmed and squared with cut edges to offer the best panel edge conditions in the industry.

FIRE PERFORMANCE

Fire resistant ALPOLIC®/fr architectural Mica finish panels with a mineral filled core have been tested by independent testing laboratories using nationally recognized tests.

This material meets all requirements of the International Building Code for non-combustible construction:

IBC Listed

Please visit www.alpolic-northamerica.com or call technical support for complete report listings and additional information.

WARRANTY

Standard panel warranty: 10 Year
Finish warranty: 30 Year*
Call ALPOLIC® Customer Service for exclusions and warranty details. *30 year warranty only applies to standard architectural colors.

PRODUCT NOTES

- Panels should be stored flat in a dry, indoor environment.
- Fabricate panels at temperatures above 55°F.
- Protective film should be removed from panels soon after installation.
- Please refer to ALPOLIC®/fr Painted ACM Fabrication Manual for routing and fabrication recommendations.
- Crating fees apply to orders for less than standard piece crate.
- For best color consistency, ALPOLIC® recommends ordering all required Mica paint finish panels at one time and maintaining consistent panel orientation during installation.
- Different lots of Mica finish should not be mixed on building elevation.

FOR TECHNICAL INFORMATION, PLEASE
CALL 1.800.422.7270

U.S. HEADQUARTERS

MITSUBISHI PLASTICS COMPOSITES AMERICA, INC.

401 Volvo Parkway, Chesapeake, VA 23320

Telephone: 800-422-7270, Facsimile: 757-436-1896

www.alpolic-northamerica.com e-mail: info@alpolic.com

LED AREA LIGHTS - (XGBM)



DOE LIGHTING FACTS

Department of Energy has verified representative product test data and results in accordance with its Lighting Facts Program. Visit www.lightingfacts.com for specific catalog strings.

LIGHT OUTPUT - XGBM						
		Lumens (Nominal)				Watts (Nominal)
		Type 3	Type 5	Type FT	Type FTA	
Cool White	LW	14080	13840	15020	16560	140
	SS	20180	18040	20700	23030	187
	HO	26750	25460	29070	31810	300
Neutral White	LW	11450	11290	12220	13470	136
	SS	16390	15170	17230	18750	188
	HO	22240	20550	23510	25410	288

LED Chips are frequently updated therefore values may increase.

US patent D574994 & 7,828,456 and MX patent 29631 and US & Int'l. patents pending

SMARTTEC™ THERMAL CONTROL - LSI drivers feature integral sensor which reduces drive current when ambient temperatures exceed rated temperature.

OCCUPANCY SENSING (IMS) – Optional integral passive infrared motion sensor activates switching of luminaire light levels. High level light is activated and increased to full bright in 1-2 seconds upon detection of motion. Low light level (30% maximum drive current) is activated when target zone is absent of motion activity for ~2 minutes and ramps down (10-15 seconds) to low level to allow eyes time to adjust. Sensor is located on the front of optical assembly and rotates with the optic. Sensor optic has a detection cone of approximately 45°. Examples of detection – occurs 30' out from a 30' mounting height pole; occurs 20' out from a 20' mounting height pole.

ENERGY SAVING CONTROL OPTIONS – DIM – 0-10 volt dimming enabled with controls by others. BLS – Bi-level switching responds to external line voltage signal from separate 120-277V controller or sensor (by others), with low light level decreased to 30% maximum drive current.

EXPECTED LIFE - Minimum 60,000 hours to 100,000 hours depending upon the ambient temperature of the installation location. See LSI web site for specific guidance.

LEDS - Select high-brightness LEDs in Cool White (5000K) or Neutral White (4000K) color temperature, 70 CRI.

DISTRIBUTION/PERFORMANCE - Types 3, 5, FT and FTA available - field rotatable reflectors.

HOUSING - Square, die-formed aluminum. Fully enclosed weather-tight housing contains factory prewired drivers and field connections.

TOP-ACCESS COVER - Gasketed, tethered top-access cover provides ease of installation and allows for easy driver access. Four captive stainless-steel fasteners secure the top-access cover to the housing.

OPTICAL UNIT - Clear tempered optical grade flat glass lens sealed to aluminum housing creates an IP67 rated, sealed optical unit (includes pressure stabilizing breather). Optical unit can be easily field rotated in 90o increments. Directional arrow on optics allows alignment without the unit being energized.

MOUNTING - 2-1/2" x 5-3/8" x 12" extruded aluminum arm mounting bracket shipped standard. Use with 5" traditional drilling pattern. Round Pole Plate (RPP2) required for mounting to 3"-5" round poles. (See Accessory Ordering Information chart.)

ELECTRICAL - Two-stage surge protection (including separate surge protection built into electronic driver) meets IEEE C62.41.2-2002, Location Category C. Available with universal voltage power supply 120-277VAC (UE - 50/60Hz input), and 347-480VAC.

DRIVERS - Available in Low Watt (LW), Super Saver (SS) and High Output (HO) drive currents (Drive currents are factory programmed). Components are fully encased in potting material for moisture resistance. Driver complies with FCC 47 CFR part 15 RFI/EMI standard.

OPERATING TEMPERATURE - -40°C to +50°C (-40°F to +122°F).

FINISH - Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling.

DECAL STRIPING - LSI offers optional color-coordinated decals in 9 standard colors to accent the fixture. Decals are guaranteed for five years against peeling, cracking, or fading.

WARRANTY - LSI LED fixtures carry a limited 5-year warranty.

PHOTOMETRICS - Please visit our web site at www.lsi-industries.com for detailed photometric data.

SHIPPING WEIGHT (IN CARTON) - Fixture - 44.5 lbs (20 kg) Arm - 5 lbs. (2kg) arm

LISTING - UL listed to U.S. and Canadian safety standards. Suitable for wet locations. For a list of the specific products in this series that are DLC listed, please consult the LED Lighting section of our website or the Design Lights website at www.designlights.org.

This product, or selected versions of this product, meet the standards listed below. Please consult factory for your specific requirements.



Fixtures comply with ANSI C136.31-2010 American National Standard for Roadway Lighting Equipment - Luminaire Vibration 3G requirements.



LED AREA LIGHTS - (XGBM)

LUMINAIRE ORDERING INFORMATION

TYPICAL ORDER EXAMPLE: **XGBM 5 LED HO CW UE WHT PCM**

Prefix	Distribution	Light Source	Drive Current	Color Temperature	Input Voltage	Finish	Optional Controls	Optional Sensor/Options
XGBM ¹ - LED Greenbriar	FT - Forward Throw FTA - Forward Throw Automotive 3 - Type III 5 - Type V	LED	LW - Low Watt (5000K) SS - Super Saver HO - High Output	CW - Cool White (5000K) NW - Neutral White (4000K)	UE - Universal Voltage (120-277) 347-480	BLK - Black BRZ - Bronze GPT - Graphite MSV - Metallic Silver PLP - Platinum Plus SVG - Satin Verde Green WHT - White Optional Color Decals 45 - Light Gold 20 - Charcoal Metallic 55 - Black 94 - Blue Metallic 59 - Dark Green 51 - Dark Red 21 - Tomato Red 50 - White 700 - Aztec Silver Metallic	Wireless Control System ^{2,3} (blank) - None PCM - Platinum Control System PCMH - Host/Satellite Platinum Control System GCM - Gold Control System GCMH - Host/Satellite Gold Control System DIM - 0-10 volt dimming (required for satellite fixtures) Stand-Alone Control (blank) - None DIM - 0-10 volt dimming ⁴ (from external signal) BLS - Bi-level Switching ⁵ (from external signal - required 120-277V controls system voltage)	Sensor IMS - Integral Motion Sensor ⁶ PCI120 - 120V Button-Type Photocell PCI208 - 208V Button-Type Photocell PCI240 - 240V Button-Type Photocell PCI277 - 277V Button-Type Photocell PCI347 - 347V Button-Type Photocell Options 8BK - 8" Bracket (S and D180 only) TB - Terminal Block

LUMINAIRE EPA CHART ² - XGBM		
	8" Bracket	12" Bracket
Single	2.3	2.4
D180°	4.7	4.8
D90°	12" Bracket Required	4.7
T90°		7.2
TN120°		7.3
Q90°		8.8

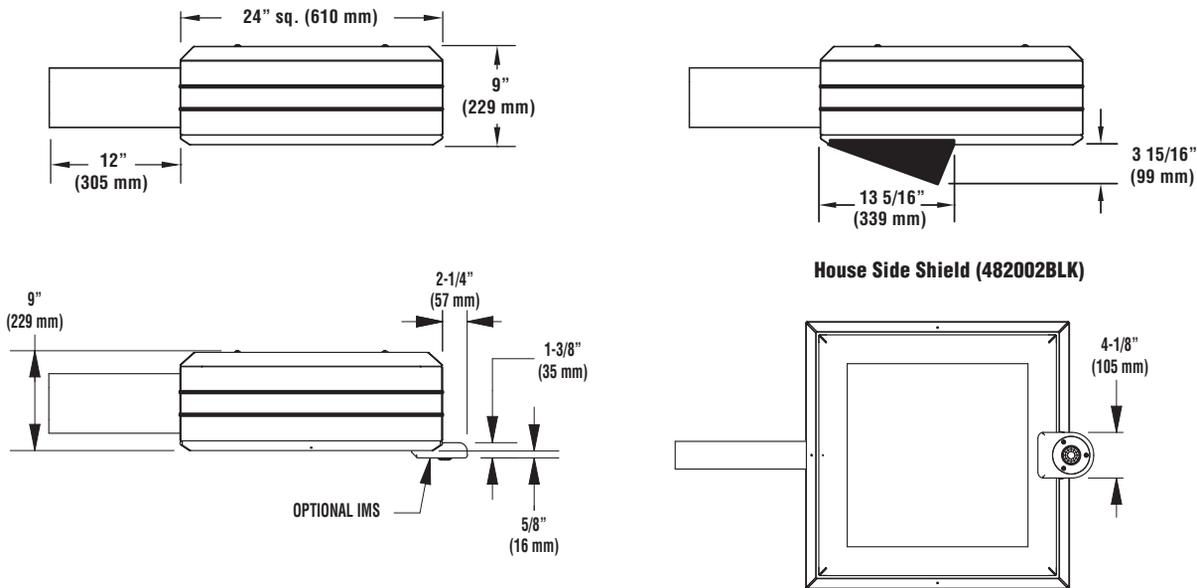
Note: House Side Shield adds to fixture EPA. Consult Factory.

ACCESSORY ORDERING INFORMATION ²			
(Accessories are field installed)			
Description	Order Number	Description	Order Number
XGBM-HSS House Side Shield (Black only)	482002 BLK ⁷	DFK208, 240 Double Fusing (208V, 240V)	DFK208,240 ⁸
RPP2 - Round Pole Plate	162914BLK	DFK480 Double Fusing (480V)	DFK480 ⁸
BKS-BO-WM-* -CLR - Wall Mount Plate	123111CLR	FK347 Single Fusing (347V)	FK347 ⁸
BKA-BO-RA-8-CLR - Radius Arm	169010CLR	PMOS120 - 120V Pole-Mount Occupancy Sensor	518030CLR ⁹
BKU-BO-S-19-CLR - Upsweep Bracket for round or square poles	144191CLR	PMOS208/240 - 208, 240V Pole-Mount Occupancy Sensor	534239CLR ⁹
FK120 Single Fusing (120V)	FK120 ⁸	PMOS277 - 277V Pole-Mount Occupancy Sensor	518029CLR ⁹
FK277 Single Fusing (277V)	FK277 ⁸	PMOS480 - 480V Pole-Mount Occupancy Sensor	534240CLR ⁹

FOOTNOTES:

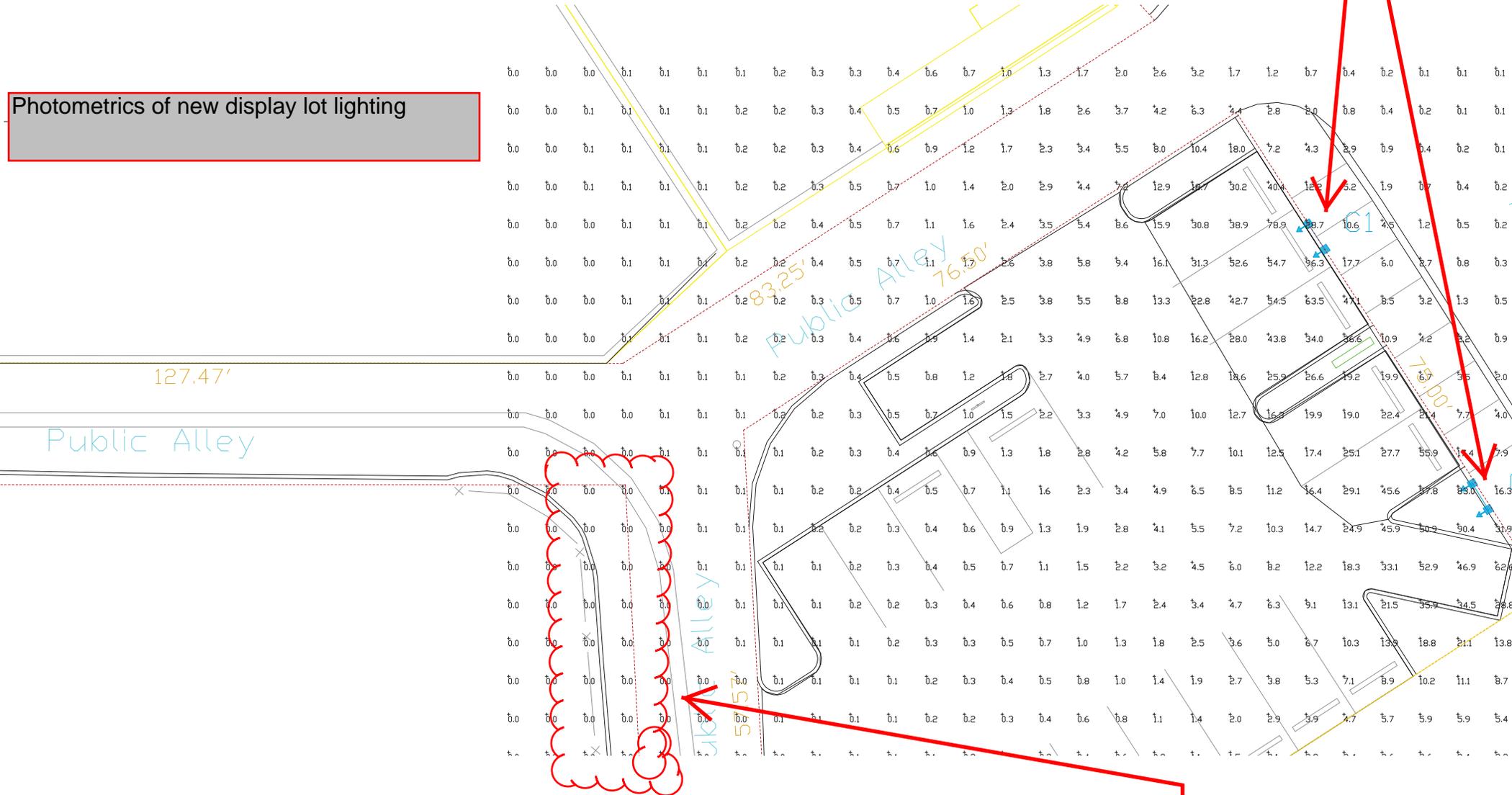
- 1- Use with 5" traditional drilling pattern.
- 2- For wireless controls information and accessories, see Controls section.
- 3- Requires a SiteManager and override switch. Not compatible with BLS or IMS option.
- 4- Not compatible with IMS or BLS option.
- 5- Not compatible with wireless controls system, DIM or IMS option.
- 6- Not compatible with wireless controls system, DIM or BLS option.
- 7- House Side Shields add to fixture EPA. Consult factory.
- 8- Fusing must be located in the hand hole of pole.
- 9- To be used with any of the PCM/GCM wireless controls systems in the fixture. Consult factory.

DIMENSIONS



Proposed new LED fixtures (2)

Photometrics of new display lot lighting



Zero footcandle illumination level at adjacent residential parcel

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

APPLICATION FOR
SIGN CODE VARIATION

Project Address : 80 N. GREEN BAY RD
 Name of Business: FIELDS MASERATI
 Real Estate Index Number: _____

Application is hereby made to the Village of Winnetka for a variation from Section(s) _____ of Chapter 15.60 [Signs] of the Winnetka Village Code for the following work:
To Allow For use of "Halo" Lighting on signage and to allow for the installation of a ground mounted sign

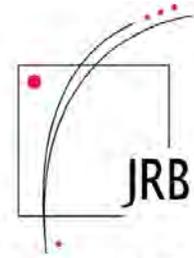
Attach a separate written document which explains in detail how the requested variation complies with all of the following standards:

1. The requested variation is in harmony with the general purpose and intent of the Sign Code (see Section 15.60.030 of Winnetka Village Code);
2. The plight of the petitioner is due to unusual circumstances;
3. There are practical difficulties or particular hardship in the way of carrying out the strict requirements of the sign code (i.e., compliance would result in a clearly demonstrable hardship that unique to the applicant or property);
4. The variation will not alter the essential character of the locality. (In that the Village has adopted Design Guidelines which are intended to preserve the character of the Village, it important that the applicant to establish that the request is consistent with the intent and purpose of the Village Design Guidelines.)

Signed _____
 Owner of record (or authorized agent)
2100 Frontage Rd
 Owner Address
Glencoe, IL 60022
(847) 242-3062
 Owner Telephone

Signed Jeffrey R. Brown
 Applicant
THE JES GROUP ARCHITECTS
315 N. WILKE RD SOUTH F ARLINGTON HTS
 Applicant Address IL 60004

(847) 506-0123
 Applicant Telephone



The JRB Group Architects

June 3, 2016

Village of Winnetka
Design Review Board
510 Green Bay Rd.
Winnetka, IL 60093

RE: Field Maserati, 80 N. Green Bay Rd. Signage Variance Request

Dear Board Members:

On behalf of our client Fields Maserati, I would like to present for your consideration a proposal for the exterior signage package along with two requests for variation from the Villages' Guidelines. The package which you have received is based upon the manufacturer's international requirements with modifications we have been able to negotiate in order to try and best meet all parties objectives.

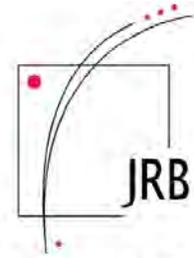
Variance Requests

The first variation we are requesting is to allow for the use of "Halo" lighted signage which would allow for a subdued outline of light emanating from the perimeter creating the desired "halo" of light while keeping the faces opaque.

Secondly we are seeking a variance to allow for the installation of a ground sign on the adjacent display lot portion of the property providing relief from the 15 foot building setback requirement to allow a ground sign. There would be no other signage on that particular lot and this would replace the original green building integral pylon from the Land Rover facility.

Standards Compliance

1. We believe that the design of the proposed signage package as presented is in full harmony with the intent of the sign code.
2. The petitioner is constrained by unusual circumstances as they pertain to having no advance visibility of the facility for clients approaching from the north and the identity package requirements provided by the manufacturer are not in full compliance with the villages' sign code yet are part of a larger international branding identity required in order to meet the terms of the franchising agreements.



The JRB Group Architects

Fields Maserati Variance
June 3, 2016
Page 2

3. The existing configuration of the building and it's location in relationship to the street frontage present a somewhat unique difficulty in being able to create a visual identity for the dealership. Due to the proximity of the curvature of the road, the ability to have any identifying elements from the north are non-existent. The relief we are seeking to provide ground signage on the south portion of the property would enable clients to identify the property without having passed it by and thus needing to find a location to turn around and approach from the south.
4. We believe that the identity package as presented will not alter the essential character of the neighborhood but, will enhance it by providing a more subdued and elegant facility over previous facilities and create an identity which reflects the quality and image of the Maserati product.

I would like to thank each of you for your time and consideration of this proposal. We and our client look forward to continuing our long association with the Village as we develop this facility and into the future.

Sincerely,
The JRB Group Architects

Jeffrey R. Brown
Principal

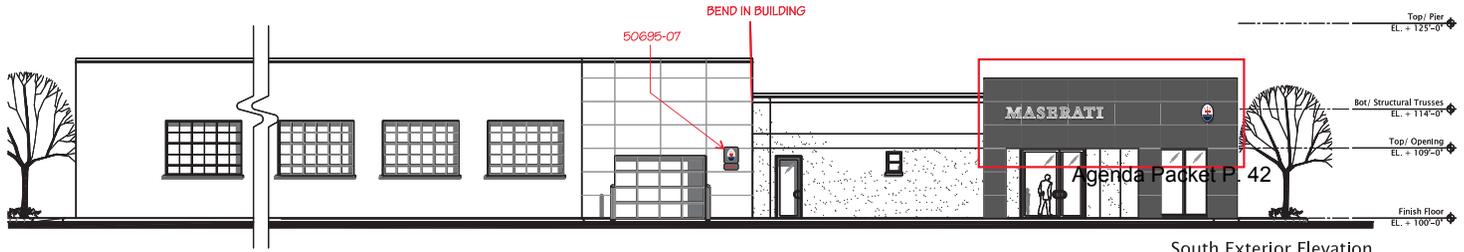
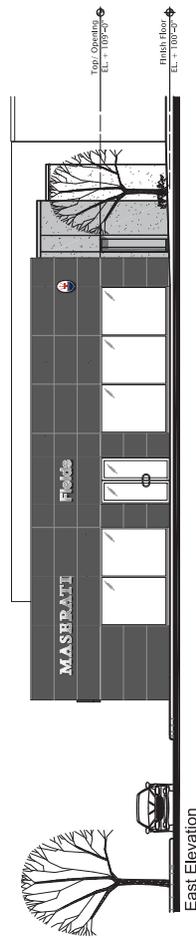
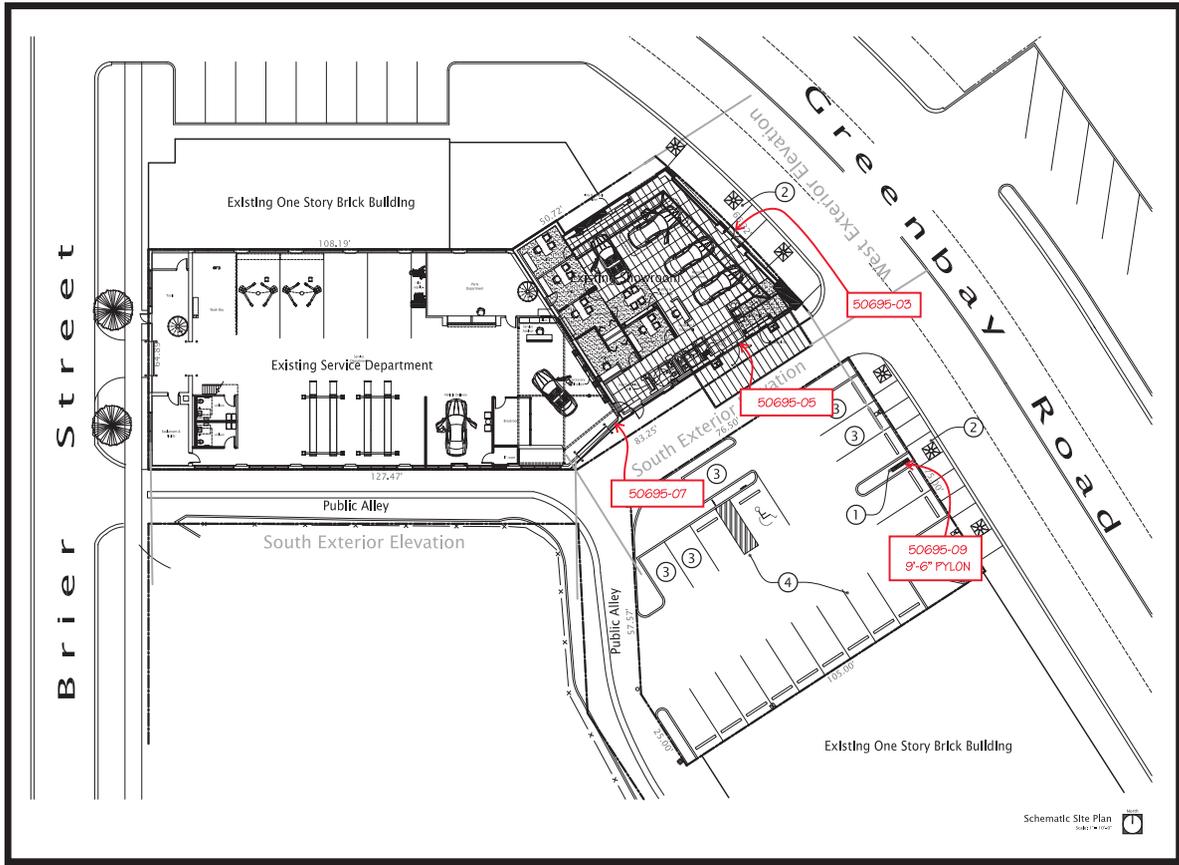
JRB/kb

CC: Pat Hubert, Fields Maserati

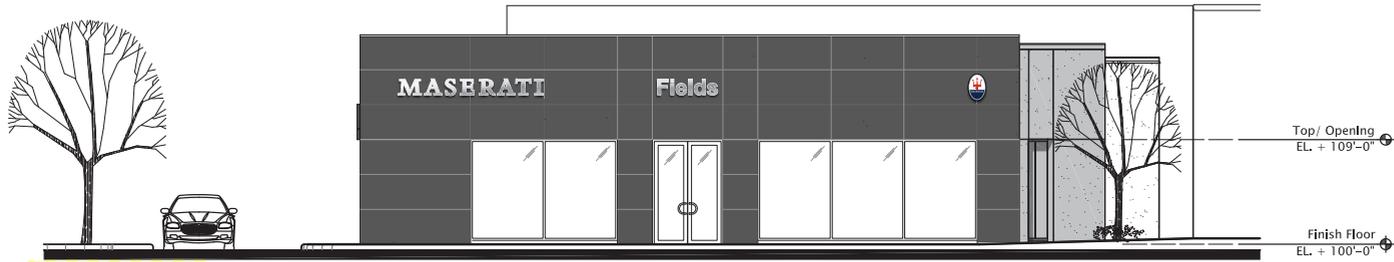








South Exterior Elevation



East Elevation

SCALE: 3/32"=1'



SCALE: 3/8"=1'



MASERATI

LETTER COLORS:

- BRUSHED STAINLESS STEEL FACES
- BRUSHED STAINLESS STEEL RETURNS

TRADEMARK COLORS:

- PMS #495c VINYL COLOR SPEC 3M #33 RED
- PMS #289c VINYL COLOR SPEC 3M #36 DARK
- TRANS. WHITE/CLEAR ACRYLIC/70 DIFFUSER
- SILVER PAINT RETURNS

GENERAL NOTES:

LETTERS:

- > 2" DEEP FABRICATED HALO LIT CHANNEL LETTERS
- * BRUSHED STAINLESS STEEL FACES
- * BRUSHED STAINLESS STEEL RETURNS
- * WHITE LED ILLUMINATION
- * REMOTE POWER SUPPLY
- * 1" SPACERS (PAINTED COLOR OF BACKGROUND)

TRADEMARK:

- * 3" DEEP TRADEMARK ALUMINUM SIGN ENCLOSURE w/OPAQUE FACE
- * PUSH-THRU ACRYLIC/RAISED TRIDENT AND LETTERS
- * WHITE LED HALO ILLUMINATION
- * REMOTE POWER SUPPLY
- * 1" SPACERS (PAINTED COLOR OF BACKGROUND)

INSTALLATION:

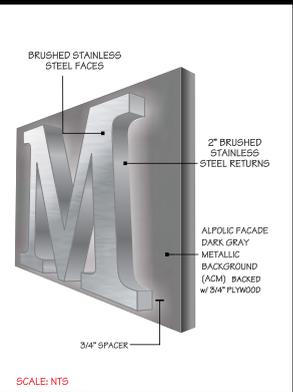
- * INSTALLATION METHOD TO BE DETERMINED
- * ALL MEASUREMENTS TO BE VERIFIED

POWER REQUIREMENTS:

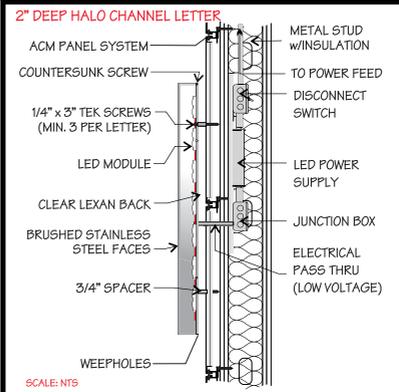
- > (1) 20 AMP-120 VOLT CIRCUITS

SIGN CALCULATIONS:

- 16" MASERATI LOGOTYPE: 16.6 sq. ft.
- 16" DEALER NAME: 6.9 sq. ft.
- 27" M TRADEMARK: 3.30 sq. ft.



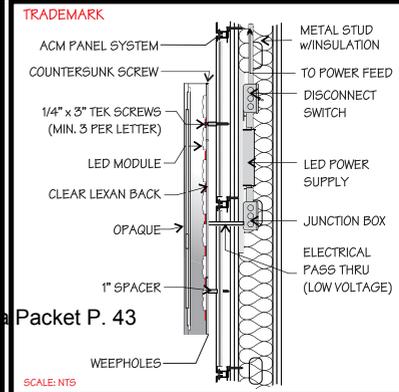
SCALE: NTS



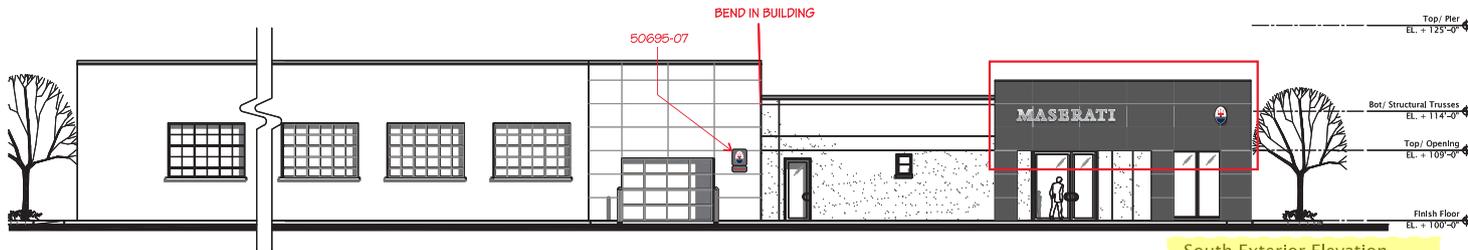
SCALE: NTS



SCALE: NTS



SCALE: NTS



South Exterior Elevation
SCALE: 1/16"=1'



SCALE: 3/8"=1'



MASERATI

LETTER COLORS:

- BRUSHED STAINLESS STEEL FACES
- BRUSHED STAINLESS STEEL RETURNS

TRADEMARK COLORS:

- PMS #485c VINYL COLOR SPEC 3M #33 RED
- PMS #289c VINYL COLOR SPEC 3M #36 DARK
- TRANS. WHITE/CLEAR ACRYLIC/70 DIFFUSER
- SILVER PAINT RETURNS

GENERAL NOTES

LETTERS:

- > 2" DEEP FABRICATED HALO LIT CHANNEL LETTERS
- * BRUSHED STAINLESS FACES
- * 2" BRUSHED STAINLESS STEEL RETURNS
- * WHITE LED ILLUMINATION
- * REMOTE POWER SUPPLY
- * 1" SPACERS (PAINTED COLOR OF BACKGROUND)

TRADEMARK:

- * 3" DEEP TRADEMARK ALUMINUM SIGN ENCLOSURE w/OPAQUE FACE
- * PUSH-THRU ACRYLIC/RAISED TRIDENT AND LETTERS
- * WHITE LED HALO ILLUMINATION
- * REMOTE POWER SUPPLY
- * 1" SPACERS (PAINTED COLOR OF BACKGROUND)

INSTALLATION:

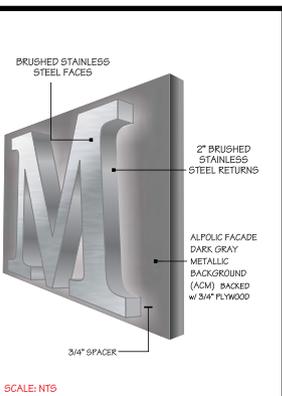
- * INSTALLATION METHOD TO BE DETERMINED
- * ALL MEASUREMENTS TO BE VERIFIED

POWER REQUIREMENTS:

- > (1) 20 AMP-120 VOLT CIRCUITS

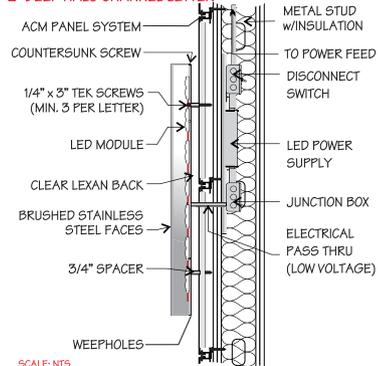
SIGN CALCULATIONS:

- 16" MASERATI LOGOTYPE: 16.6 sq. ft.
- 27" M TRADEMARK: 3.38 sq. ft.

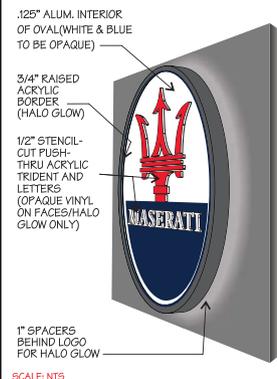


SCALE: NTS

2" DEEP HALO CHANNEL LETTER



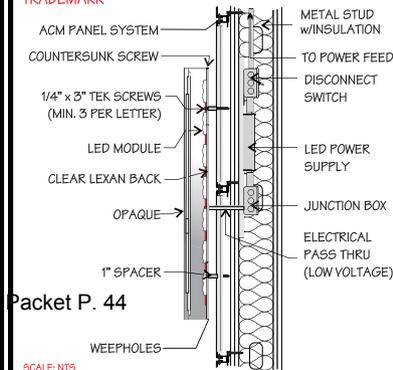
SCALE: NTS



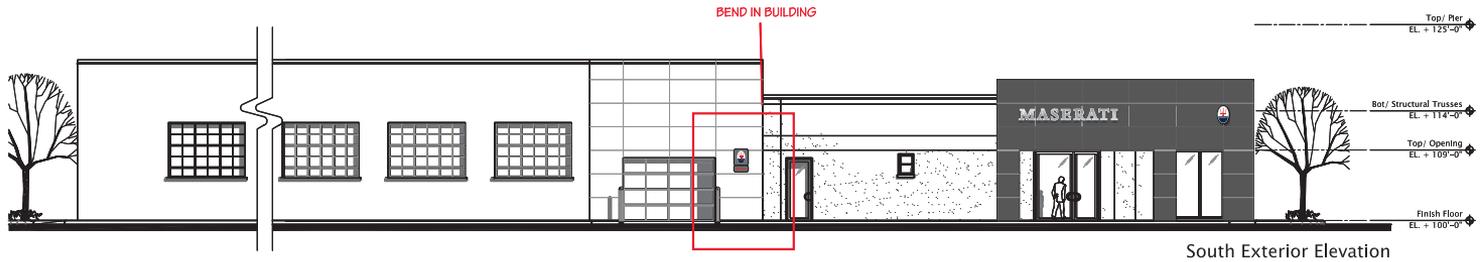
SCALE: NTS



TRADEMARK



SCALE: NTS



COLORS

- SILVER RAL 9007
- PMS #485c VINYL COLOR SPEC 3M #33 RED
- WHITE
- PMS #289c VINYL COLOR SPEC 3M #36 DARK BLUE
- BLACK

GENERAL NOTES:

- * .080" ALUMINUM FACE
- * .063" ALUMINUM RETURN
- * 3/16" ACRYLIC FACES
- * LED ILLUMINATION
- * INTERNAL LED POWER SUPPLY
- * ILLUMINATED TRADEMARK/VINYL GRAPHICS

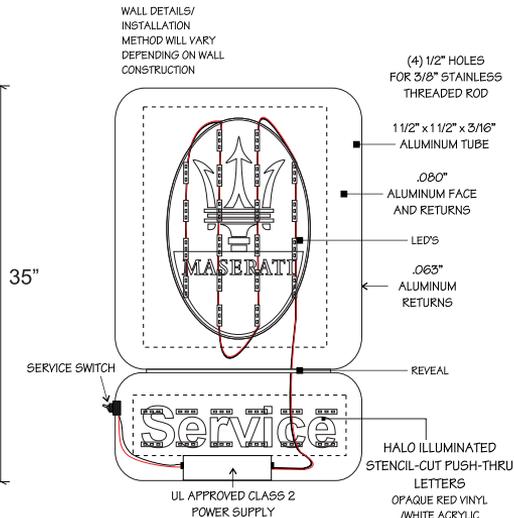
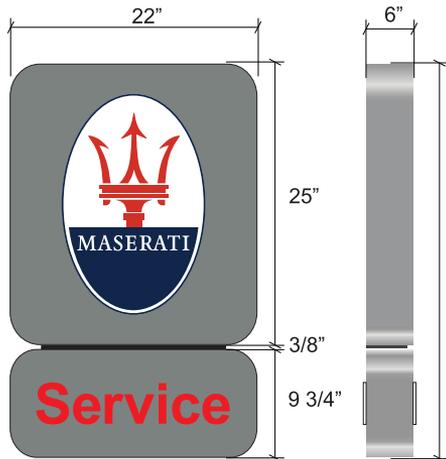
POWER REQUIREMENTS:

> (1) 20 AMP-120 VOLT CIRCUITS

SIGN CALCULATIONS

* SIGN PROPOSED IS 5.35 sq. ft.

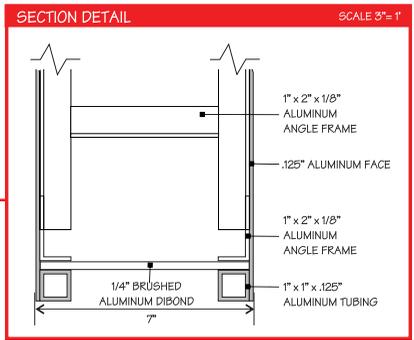
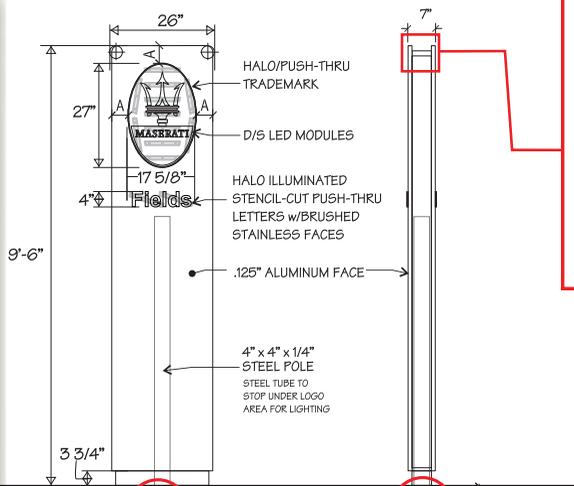
- * "Service" ILLUMINATED STENCIL-CUT BACK-UP LETTERS RED VINYL/WHITE ACRYLIC
- * STAINLESS STEEL MOUNTING HARDWARE
- * ACTUAL WALL SECTION DETAILS TO BE PROVIDED
- * FIELD VERIFY ACCESS AND MOUNTING METHOD
- * QTY: (1) BLADE SIGN



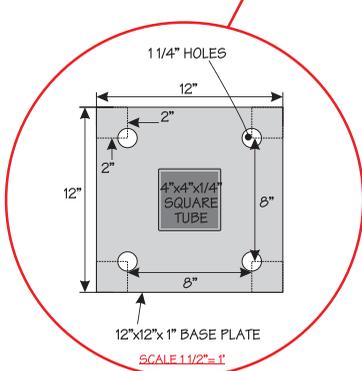
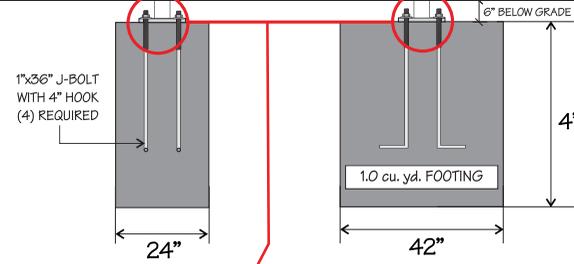
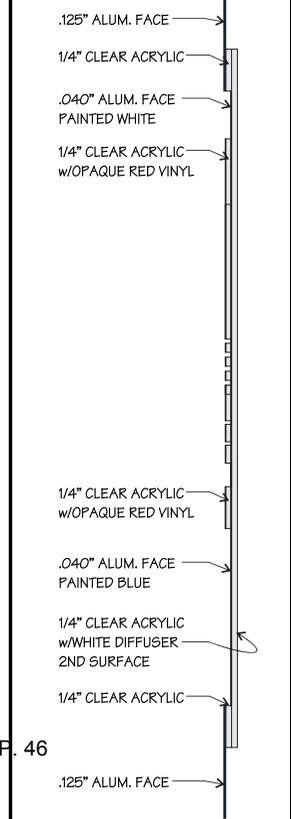
STENCIL-CUT PUSH-THRU HALO TRADEMARK/LOGO



HALO ILLUMINATION



HALO TRADEMARK/LOGO



Agenda Packet P. 46

STENCIL-CUT PUSH-THRU HALO TRADEMARK/LOGO

COLORS

- BRUSHED ALUMINUM BASE COVER & SIDES
- PMS #485c VINYL COLOR SPEC 3M #33 RED
- WHITE ACRYLIC FACES AND SIDES
- PMS #289c VINYL COLOR SPEC 3M #36 DARK BLUE
- MASERATI BLUE: MATTHEWS MP 00355

SIGN CALCULATIONS

* SIGN PROPOSED IS 20.6 sq. ft.

ELECTRICAL REQUIREMENTS

* (1) 20AMP-120 VOLT CIRCUIT (MAY VARY)

GENERAL NOTES:

- * LED ILLUMINATION
- * DOUBLE SIDED LED'S IN OVAL/LOGO
- * STENCIL-CUT PUSH-THRU "Fields" DEALER NAME > 1/2" ACRYLIC
- > BRUSHED STAINLESS STEEL FACES
- > HALO ILLUMINATION
- * BRUSHED ALUMINUM DIBOND SIDE PANELS
- * .125" ALUMINUM FACE
- > STENCIL-CUT PUSH-THRU TRADEMARK/LOGO FACES
- * OPAQUE FACES
- * HALO EFFECT PUSH-THRU FOR TRIDENT AND LETTERS
- * BORDER HAS INWARD HALO GLOW ONLY
- * .040" STENCIL-CUT PAINTED ALUM. FACE
- > 4" x 4" x 1/4" STEEL POLE
- > 1" x 3/8" J-BOLT WITH 4" HOOK (4) REQUIRED
- > 12" x 12" x 1" BASE PLATE

**Winnetka Design Review Board/Sign Board of Appeals
June 16, 2016**

Members Present:

John Swierk, Chairman
Bob Dearborn
Michael Klaskin
Paul Konstant

Members Absent:

Kirk Albinson
Brook Kelly
Peggy Stanley

Village Staff:

Brian Norkus, Assistant Director of Community
Development

Call to Order:

Chairman Swierk called the meeting to order at 7:10 p.m.

Chairman Swierk asked if there were any comments or corrections to be made to the February 18, 2016 meeting minutes. No comments were made. He then asked for a motion.

A motion was made and seconded to approve the February 18, 2016 meeting minutes as presented. On a voice vote, the motion was unanimously passed.

Chairman Swierk noted that adoption of the March 17, 2016 meeting minutes would be deferred until board members at the meeting were in attendance.

840 Green Bay Road (Graeter's Ice Cream)- Certificate of Appropriateness for new signs, awnings, and exterior lighting;

80 Green Bay Road (Field's Maserati) - Comment to Village Council regarding proposed building alterations, modified site lighting and signage, including the following sign code variations; (1) new ground mounted sign (Variation requested from Section 15.60.120(B)(3)(c) of Sign Code), and (2) proposed illuminated sign closer than 100 feet to a residential zoning district (Variation requested from Section 15.60.130(B)(3) of Sign Code).

Jeff Brown introduced himself as principal of JRB Group Architects, and introduced John Doyle of Chicago Sign Company, and Pat Hubert, general manager of Field's Maserati Winnetka.

Mr. Brown stated that the building was renovated in 1996 when Field's Auto Group converted the

former BMW dealership to the Land Rover dealership which was at this location until recently. He noted that the building was “refreshed” by Land Rover shortly after the 1996 work, to modify some of the materials and branding, but explained that the building has existed in its current configuration and design since 1996.

Mr. Klaskin questioned the extent to which the building renovations were driven by the change in dealership from Land Rover to Maserati.

Mr. Brown stated that the sign package and exterior building alterations are part of Maserati’s international branding design. He stated that work involves removal of the triangular canopy which current projects south from the building and over the public alley. Mr. Brown also noted that the existing green “pylon” and mansard roof design will be removed.

Mr. Brown noted that the existing wood siding would be removed and the building reclad in the gray Alucobond material, and new storefront glazing installed, with glass brought down to floor level. He explained that the showroom interior will be gutted and remodeled.

Mr. Brown explained that proposed signage incorporates “halo” illumination, where the letters stand away from the building and illumination behind the letter lights the wall face. He stated that the letters are opaque, and will not allow illumination through the face of the letter as required under the sign code. He noted that the letter material will be a brushed stainless finish.

Mr. Brown stated that existing exterior pole mounted lights in the vehicle display lot will be removed and replaced with lower pole-mounted LED fixtures which will improve the quality of light on site, while at the same time reduce light trespass to adjacent properties from what is currently installed. He noted that fixtures are full cutoff fixtures, and explained that photometric plans in the submittal confirm that there are zero footcandles at the property line.

Mr. Brown explained that with respect to the variations requested, the first request involves the request to install a ground sign. He explained that the sign code does not allow a ground sign unless the building is situated more than 15 feet away from the front property line. He noted that the Land Rover dealership had a ground sign approved, but never installed it due to the fact that it was so low that it would not have been visible above vehicles displayed next to the sign. Mr. Brown explained that the site itself is hampered due to low visibility when approaching the site along Green Bay Road from the north, with the building itself being well hidden. He stated that the ground sign provides a better identity to the site for traffic coming from the north.

Mr. Swierk stated that he had no problem with the ground sign, stating that he thinks it actually helps to a sign identify the outside display lot.

Mr. Konstant requested clarification on the extent of brick that would be painted.

Mr. Brown stated that the original plan noted that the entire building would be painted white – he stated that after further review, they proposed to paint those areas that have already been painted beige, but that areas of common brick and red brick along Brier would be left as is. He stated that the preserving the red brick along Brier Street would be preferable to the residential neighbors,

versus painting white.

Mr. Klaskin asked for clarification on the illumination impacts to neighbors to the west.

Mr. Swierk stated that the only illuminated sign which faces the neighbors will be the small service sign which is halo lit and mounted to the south wall.

Mr. Brown confirmed, noting that service sign is on the angled wall and faces out toward the display lot. He noted that the sign is discretely lit and referenced the sample fixture showing the halo illumination.

Chairman Swierk stated that he did not have a problem with either of the variations, noting in particular that the proposed 10' tall pylon sign will be an improvement over the current situation because it removes the existing, larger green pylon [25' tall] at the front of the building.

Mr. Brown explained that the existing green pylon was originally constructed with a glazed tile finish, but was re-clad in Alucobond material in the previous remodeling.

Mr. Dearborn asked for clarification on the extent to which the halo illumination as proposed would be permitted elsewhere in the Village.

Mr. Norkus explained that the halo illumination as proposed is a permitted means of illumination, subject, as are all sign permit applications, to the discretion of the Design Review Board. He explained that other methods of illumination are expressly prohibited under the sign code, such as back lit signs where the source of illumination is within the sign and shines through a translucent material. Internally illuminated signs such as the common "box sign", or individually illuminated letters mounted to a raceway are not permitted under the code when the illumination shines through the sign face.

Mr. Norkus noted that the halo illumination in this particular is permitted to be used because the illumination does not shine through the sign; rather it illuminates the wall behind the sign. He stated that this particular application of the halo illumination includes a variation request not due to incorporation of illumination, but rather for its proximity to a residentially zoned parcel. He stated that the sign code requires illumination be more than 100 feet from a residential zoning district, while the alley property line of the residence at 80 Brier is within 30 feet of the wall mounted "Service" sign, and within 90 feet of the pylon sign. Mr. Norkus noted that the Board does have discretion to permit illumination less than 100 feet from a residential district, with the applicant's position being that the illumination level is very low.

John Doyle of Chicago Sign Company clarified that the sign will be fabricated and installed in a way so that the source of light will not be visible, with the only illumination being of the material behind the letters.

Mr. Dearborn stated that he likes the plan presented.

Mr. Klaskin asked for clarification whether there will be illumination at the entrance to the

building.

Mr. Brown stated that there would not be any sconces, with any illumination being within the soffit of the entrance.

Mr. Klaskin asked for clarification of the interior illumination, asking if there were going to be any elements which would shine out of the windows.

Mr. Brown stated that there would not be any unusually bright elements, noting that the current Land Rover interior is all track lighting; he explained that interiors are now almost entirely LED lit with ceiling fixtures allow for greater control of light and minimizing of any glare.

Chairman Swierk noted that there were no audience members who might speak to the application.

Mr. Norkus clarified that notice of the Design Review Board's meeting and the Field's agenda item was sent to neighbors within 250 feet, ten days prior to the meeting. He also clarified that in the Indian Hill business district, final approval of a Certificate of Appropriateness is granted by the Village Council, with the DRB making a recommendation to the Council.

A motion was made by Mr. Klaskin, seconded by Mr. Konstant to recommend approval of the requested Certificate of Appropriateness and sign variations as submitted.

A vote was taken and the motion was unanimously passed.

DRAFT

Findings of the Winnetka Design Review Board/Sign Board of Appeals to permit:

(1) New ground mounted sign (Variation requested from Section 15.60.120(B)(3)(c) of Sign Code), and

(2) Proposed illuminated sign closer than 100 feet to a residential zoning district (Variation requested from Section 15.60.130(B)(3) of Sign Code).

After considering the application, the Design Review Board makes its findings as follows,

- (1) The requested variation is in harmony with the general purpose and intent of the Village Sign Code, which is intended to “reduce visual confusion; to discourage signs that overload the public's capacity to receive information or that distract attention, obstruct vision or otherwise increase the risk of accidents, personal injury or property damage; to enable the public to locate goods, services and facilities in the Village without difficulty or confusion; to encourage a high quality of development and excellence in the design of signs throughout the Village; and to promote the use of signs that are appropriate to the type of activity to which they pertain as well as expressive of the identity of the proprietors of the premises on which they are located”;
- (2) The plight of the petitioner is due to unique circumstances, in that the relief sought will allow the applicant to be seen by approaching traffic, currently rendered difficult by curvature in the roadway, making reliance on building mounted signs making it difficult to identify the dealership;

June 16, 2016 Design Review Board meeting minutes

- (3) There are practical difficulties in carrying out the strict requirements of the sign code, it being found that the relief sought allows for a more discrete means of identifying the subject parcel, and a more architecturally appropriate means of doing so than the current “architectural pylon” on the front of the building;
- (4) The variation will not alter the essential character of the locality, as both the ground sign and halo illumination will be a more discrete means of identify the dealership than current means.

AYES: Swierk, Dearborn, Klaskin, Konstant (4)
NAYS: None (0)

545-561 Lincoln / 743-749 Elm – Certificate of Appropriateness for replacement roof and gutter

Adjournment:

The meeting was adjourned at 7:36 p.m.

DRAFT

Respectfully submitted,

Antionette Johnson



Agenda Item Executive Summary

Title: Resolution No. R-39-2016: Approval and Release of Closed Session Minutes- Adoption

Presenter: Peter M. Friedman, Village Attorney

Agenda Date: 07/19/2016

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

Consent: YES NO

Item History:

Semi-annual review of closed session minutes, pursuant to Section 2.06(d) of the Illinois Open Meetings Act. (5 ILCS 120/2.06(d))

Executive Summary:

Pursuant to Section 2.06(a) of the Illinois Open Meetings Act ("Act"), the Village maintains minutes of all open and closed meetings of the Council of the Village of Winnetka and verbatim audio recordings of all closed meetings. Minutes of closed meetings may only be made available for public inspection in accordance with specific procedures set forth in the Act. Pursuant to Section 2.06(d) of the Act, the Village Council must semi-annually review all closed meeting minutes that have not yet been made available for public inspection to determine: (i) whether a need for confidentiality exists with respect to the minutes; and (ii) if not, that the minutes may be made available for public inspection. Additionally, the Village Council may, pursuant to Section 2.06(c) of the Act, approve the destruction of verbatim audio recordings of all closed meetings that took place at least 18 months previously for which minutes have been approved.

In accordance with Section 2.06 of the Act, Resolution No. R-39-2016: (i) approves all minutes of closed meetings of the Village Council that have taken place between December 3, 2015 and June 7, 2016; (ii) determines that a need for confidentiality remains as to certain closed meeting minutes; (iii) authorizes all other minutes of closed meetings to be made available for public inspection; and (iv) authorizes the destruction of the verbatim audio recordings of all closed meetings that took place prior to January 19, 2015.

Recommendation:

Consider adopting Resolution No. R-39-2016, which approves minutes of closed meetings, determines which minutes still require confidential treatment, and authorizes the destruction of audio recordings of executive sessions held on or before January 19, 2015.

Attachments:

- 1) Resolution No. R-39-2016

**A RESOLUTION APPROVING AND RELEASING
CERTAIN CLOSED MEETING MINUTES AND
AUTHORIZING THE DESTRUCTION OF
VERBATIM RECORDINGS OF CERTAIN CLOSED MEETINGS
OF THE WINNETKA VILLAGE COUNCIL**

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

WHEREAS, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* (“**Act**”), the Village maintains verbatim audio recordings and approves written minutes of all meetings of the Council of the Village of Winnetka (“**Village Council**”) that were closed to the public pursuant to the Act (collectively, “**Closed Meetings**”); and

WHEREAS, pursuant to Section 2.06(c) of the Act, the Village Council has determined that it will serve and be in the best interest of the Village to destroy the audiotaped verbatim recordings of those Closed Meetings that occurred prior to February 2, 2015; and

WHEREAS, pursuant to Section 2.06(d) of the Act, the Village Council has conducted its semi-annual review of all written minutes of the Closed Meetings; and

WHEREAS, the Village Council has determined that: (i) a need for confidentiality still exists as to the written minutes of the Closed Meetings that were held on the dates set forth in **Exhibit A** attached to and, by this reference, made a part of this Resolution; and (ii) a need for confidentiality no longer exists as to the written minutes of all Closed Meetings held prior to June 7, 2016 other than the Closed Meetings held on the dates set forth in Exhibit A;

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

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

SECTION 2: APPROVAL OF CLOSED MEETING MINUTES. The Village Council publicly discloses that it has reviewed and hereby approves the minutes of all Closed Meetings held between December 3, 2015 and June 7, 2016.

SECTION 3: DETERMINATION OF CONFIDENTIALITY OF CLOSED MEETING MINUTES. The Village Council determines that a need for confidentiality still exists as to the written minutes of all Closed Meetings that took place on the dates set forth in Exhibit A attached to this Resolution and for which the Village Council has not previously authorized public inspection.

SECTION 4: PUBLIC INSPECTION OF WRITTEN MINUTES OF CLOSED MEETINGS. The Village Council authorizes public inspection of the written minutes of all Closed

Meetings that took place prior to June 7, 2016, other than the Closed Meetings that took place on the dates set forth in Exhibit A attached to this Resolution.

SECTION 5: DESTRUCTION OF VERBATIM RECORDINGS. The Village Council authorizes and directs the Village Clerk to destroy all verbatim audio recordings of all Closed Meetings held prior to January 19, 2015.

SECTION 6: CONFIDENTIALITY OF VERBATIM AUDIO RECORDINGS OF CLOSED MEETINGS. The Village Council affirms that a need for confidentiality remains as to the verbatim audio recordings of all Closed Meetings, which verbatim audio recordings will not be made available for public inspection.

SECTION 7: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval according to law.

ADOPTED this 19th day of July, 2016, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

EXHIBIT A

CLOSED MEETINGS FOR WHICH A NEED FOR CONFIDENTIALITY EXISTS

November 8, 2011
February 14, 2012
March 8, 2012
March 13, 2012
March 20, 2012
April 17, 2012
June 12, 2012
October 16, 2012
November 8, 2012
June 4, 2013
September 3, 2013
October 8, 2013
January 21, 2014
March 26, 2014
October 7, 2014
November 18, 2014
December 16, 2014
January 13, 2015
February 17, 2015
March 3, 2015
March 17, 2015
April 9, 2015
April 14, 2015
April 21, 2015
May 19, 2015
June 2, 2015
June 16, 2015
June 30, 2015
July 7, 2015
September 15, 2015
November 17, 2015
December 1, 2015
January 19, 2016
February 2, 2016
February 16, 2016
March 8, 2016
April 5, 2016
April 19, 2016
May 3, 2016
June 7, 2016



Agenda Item Executive Summary

Title: Outdoor Seating Permit: Orington Jewelers

Presenter: Megan Pierce, Assistant to the Village Manager

Agenda Date: 07/19/2016

Consent: YES NO

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

Item History:

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

Executive Summary:

The Village received a late application for an outdoor seating permit from Orington Jewelers at 553 Lincoln Avenue.

The applicant is requesting the Outdoor Seating Permit in order to supplement outdoor seating for its adjacent neighbor, Stacked & Folded.

The required layout sketch and certificate of insurance have both been submitted and approved by the Village. Staff will work with the applicant to assure appropriate passage of pedestrians.

Recommendation:

Consider approval of the 2016 Outdoor Seating Permit application for Orington Jewelers.

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. M-9-2016: 657 Sheridan Road, Variations for Front Yard Setback and Garages (Introduction/Adoption)

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date: 07/19/2016

- 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 Yard Setbacks] and 17.30.110 [Garages] of the Winnetka Zoning Ordinance to permit the construction of a new single-family residence that would result in a west front yard setback of 28.41 ft., whereas a minimum of 50 ft. is required, a variation of 21.59 ft. (43.18%) and a front-facing attached garage width of 23 ft., whereas a maximum of 22 ft. is permitted, a variation of 1 ft. (4.54%).

The minimum required 50 ft. front yard setback as measured from the ingress/egress easement. The proposed setback is 28.41 ft. from the outermost limits of the easement to the southwest corner of the attached garage. The ingress/egress easement, measuring 42.19 ft. by 30 ft. at the southwest corner of the subject property, is by definition a private street. In addition to the setback variation, a variation from the garage regulations is also necessary to allow the front-facing attached garage width of 23 ft., whereas a maximum of 22 ft. is permitted.

The Zoning Board of Appeals considered the application at its meeting on June 13, 2016. With a vote of 5 to 0, the Board recommended approval of the requested variations.

Recommendation:

Consider introduction of Ordinance No. M-9-2016, granting variations from the front yard setback and garage regulations to allow the construction of a new single-family residence.

Or

Consider waiving introduction of Ordinance No. M-9-2016 and consider adoption, granting variations from the front yard setback and garage regulations to allow the construction of a new single-family residence.

Attachments:

- Agenda Report
- Attachment A: Zoning Matrix
- Attachment B: Ordinance No. M-9-2016
- Attachment C: GIS Aerial Map
- Attachment D: Required setbacks for 657 Sheridan
- Attachment E: 1991 Subdivision with setbacks
- Attachment F: Application Materials
- Attachment G: Ordinance No. M-2-2010
- Attachment H: 655 Sheridan 2010 Plat of Survey
- Attachment I: Public Correspondence

AGENDA REPORT

TO: Village Council

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

SUBJECT: 657 Sheridan Rd., Ord. M-9-2016
(1) Front Yard Setback
(2) Garages

DATE: June 27, 2016

Ordinance M-9-2016 grants variations from Sections 17.30.050 [Front Yard Setbacks] and 17.30.110 [Garages] of the Winnetka Zoning Ordinance to permit the construction of a new single-family residence that would result in a west front yard setback of 28.41 ft., whereas a minimum of 50 ft. is required, a variation of 21.59 ft. (43.18%) and a front-facing attached garage width of 23 ft., whereas a maximum of 22 ft. is permitted, a variation of 1 ft. (4.54%).

The variations are being requested in order to construct a new residence that will not meet the minimum required 50 ft. front yard setback as measured from the ingress/egress easement. The proposed setback is 28.41 ft. from the outermost limits of the easement to the southwest corner of the attached garage. The ingress/egress easement, measuring 42.19 ft. by 30 ft. at the southwest corner of the subject property, is by definition a private street. According to the zoning ordinance a "private street" means the area lying within the described limits of a right-of-way or easement for vehicular traffic, created by virtue of a recorded or registered instrument for ingress and egress, which area the owners or occupants of three or more lots or parcels of land have the right to use. There are four lots in the case of this easement. The front yard setback is measured from the front street line, which is the outermost limit of a public or private street. On this lake front property the water's edge is also deemed a "front lot line."

It should be noted that the residence immediately to the south, 655 Sheridan, was built in 2011 and received a front yard setback variation to allow the new residence to provide a front yard setback of 20 ft. from the ingress/egress easement (Attachment G). For reference, a copy of the plat of survey of the foundation for 655 Sheridan is attached (Attachment H).

In addition to the setback variation, a variation from the garage regulations is also necessary to allow the front-facing attached garage width of 23 ft., whereas a maximum of 22 ft. is permitted.

The attached zoning matrix summarizes the work proposed with this variation request. Also attached are site plans illustrating the required setbacks for 657 Sheridan (Attachment D) and the setbacks required in 1991 for both 655 and 657 Sheridan when the original property was subdivided (Attachment E).

The subject site is located off of Sheridan Rd., between Maple St. and Pine St., in the R-2 Single Family Residential District. The petitioners purchased the property in 2015.

There are no previous zoning cases for this property.

Recommendation of Advisory Board

The Zoning Board of Appeals considered the application at its meeting June 13, 2016. With a vote of 5 to 0, the Board recommended approval of the requested variations.

Recommendation

Consider introduction of Ord. M-9-2016, granting variations from the front yard setback and garage regulations to allow the construction of a new single-family residence.

Or

Consider waiving introduction of Ord. M-9-2016 and consider adoption, granting variations from the front yard setback and garage regulations to allow the construction of a new single-family residence.

Attachments:

- Attachment A: Zoning Matrix
- Attachment B: Ordinance M-9-2016
- Attachment C: GIS Aerial Map
- Attachment D: Required setbacks for 657 Sheridan
- Attachment E: 1991 Subdivision with setbacks
- Attachment F: Application Materials
- Attachment G: Ordinance No. M-2-2010
- Attachment H: 655 Sheridan 2010 Plat of Survey
- Attachment I: Public Correspondence

ATTACHMENT A

ZONING MATRIX

ADDRESS: 657 Sheridan Rd.

CASE NO: 16-09-V2

ZONING: R-2

ITEM	REQUIREMENT	EXISTING	PROPOSED	TOTAL	STATUS
Min. Lot Size	24,000 SF	27,827.3 SF (1)	N/A	N/A	OK
Min. Average Lot Width	100 FT	105.81 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	6,956.82 SF (2)	N/A	4,710.76 SF	4,710.76 SF	OK
Max. Gross Floor Area	8,215.28 SF (2)	N/A	8,195.03 SF	8,195.03 SF	OK
Max. Impervious Surface	13,913.65 SF (2)	N/A	10,653.5 SF	10,653.5 SF	OK
Min. Front Yard (West/private rd. easement)	50 FT	N/A	28.41 FT	28.41 FT	21.59 FT (43.18%) VARIATION
Min. Front Yard (East/Lake)	50 FT	N/A	(+) 50 FT	(+) 50 FT	OK
Min. Side Yard (South)	12 FT	N/A	15 FT	15 FT	OK
Min. Total Side Yards	31.74 FT	N/A	31.98 FT	31.98 FT	OK

NOTES:

(1) Excludes area of private road easement (1,265.7 s.f.).

(2) Based on lot area of 27,827.3 s.f.

(3) Variation also required to allow a front-facing attached garage 23 ft. wide, whereas a maximum of 22 ft. is permitted a variation of 1 ft. (4.54%).

ATTACHMENT B

ORDINANCE NO. M-9-2016

**AN ORDINANCE GRANTING VARIATIONS
FROM THE WINNETKA ZONING ORDINANCE
FOR THE CONSTRUCTION OF A SINGLE FAMILY RESIDENCE
WITHIN THE R-2 SINGLE FAMILY ZONING DISTRICT
(657 Sheridan Road)**

WHEREAS, Rebecca and Lester Knight (collectively, "*Applicant*"), are the record title owners of the parcel of real property commonly known as 657 Sheridan Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, the Applicant desires to construct a new single-family residence on the Subject Property ("*Proposed Improvement*"); and

WHEREAS, the Subject Property is located within the R-2 Single Family Residential District of the Village ("*R-2 District*"); and

WHEREAS, pursuant to Section 17.30.050 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), the Subject Property must have a front yard setback of at least 50 feet; and

WHEREAS, pursuant to Section 17.30.110 of the Zoning Ordinance, no attached garage with garage doors that face a front yard shall be more than 22 feet wide; and

WHEREAS, to permit construction of the Proposed Improvement, the Applicant filed an application for variations from: (i) Section 17.30.050 of the Zoning Ordinance to permit the front yard setback to be 28.41 feet; and (ii) Section 17.30.110 of the Zoning Ordinance to permit the garage on the Subject Property to be 23 feet wide (collectively, "*Variations*"); and

WHEREAS, on June 13, 2016, after due notice thereof, the Zoning Board of Appeals ("*ZBA*") conducted a public hearing on the Variations and, by a vote of five in favor and none opposed, 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 Improvement on the Subject Property within the R-2 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variations from Sections 17.30.050 and 17.30.110 of the Zoning Ordinance to permit the construction of the Proposed Improvement on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

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

codes, ordinances, and standards: the plans prepared by Robert A.M. Stern Architects, consisting of six (6) sheets, 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 _____, 2016, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2016.

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 _____,
2016.

Introduced: July 19, 2016

Passed and Approved: _____, 2016

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 in Harza's Subdivision in the Southwest Quarter of fractional Section 16, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 657 Sheridan Road, Winnetka, Illinois.

EXHIBIT B
WINNETKA ZONING BOARD OF APPEALS
JUNE 13, 2016
EXCERPT OF MINUTES

Zoning Board Members Present: Joni Johnson, Chairperson
Mary Hickey
Thomas Kehoe
Carl Lane
Mark Naumann

Zoning Board Members Absent: Chris Blum
Kathleen Kumer

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

Agenda Items:

Case No. 16-09-V2: 657 Sheridan Rd.
Lester and Rebecca Knight
Variations by Ordinance
1. Front Yard Setback
2. Garages

657 Sheridan Road, Case No. 16-09-V2, Lester and Rebecca Knight, Variations by Ordinance - Front Yard Setback and 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 Lester and Rebecca Knight concerning variations by Ordinance from Sections 17.30.050 [Front Yard Setbacks] and 17.30.110 [Garages] of the Winnetka Zoning Ordinance to permit the construction of a new single-family residence that would result in a west front yard setback of 27.37 ft., whereas a minimum of 50 ft. is required, a variation of 22.63 ft. (45.26%) and a front-facing attached garage width of 23 ft., whereas a maximum of 22 ft. is permitted, a variation of 1 ft. (4.54%).

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

Lester Knight and Randy Correll of Robert A.M. Stern Architects introduced themselves to the Board.

Lester Knight stated that he and his wife have been residents for 24 years at 155 Thorntree. He stated that they are asking for zoning relief for a new empty nester home to be built at 657

Sheridan Road. Mr. Knight then stated that he knew that the Village is reluctant to grant variations for new construction but that they feel that there is a hardship specific to the property that they would like the Board to consider. He stated that they have been working with Randy

Correll who is a partner at Robert A.M. Stern Architects to design the home. Mr. Knight noted that they have designed several homes in Winnetka and the north shore and have significant experience trying to preserve homes in Winnetka. He also stated that he is pleased that several of their neighbors have voiced their support for the project who includes Rick Fox, Pete McNerney and Paul Konstant. Mr. Knight stated that Mr. Correll would now go through the details of the proposal.

Randy Correll referred the Board to a presentation on PowerPoint which was put together in booklet form for the Board as well. He identified the first illustration as part of the official submission to the Board. Mr. Correll stated that it shows the proposal of the home on the property. He informed the Board that this lot was part of a four lot subdivision entitled the Harza Subdivision. He then stated that there are two lots facing Sheridan Road and two which face the lake. Mr. Correll informed the Board that when the subdivision was made before any of the new homes were built, an easement was created along the north border of the southwest lot and that it made a "T" shape onto the lake facing lots. He also stated that each leg of the "T" is 30 feet x 45 feet as the properties were developed and that the easement on the applicant's lot is nonfunctional since it does not create access to any other lot. Mr. Correll noted that their access is along the long west easement and that it crosses the corner of the neighbor's lot to the south.

Mr. Correll referred to what this nonfunctional easement did to the home and that they want to make the home so that the garage is as inconspicuous as possible with a wing like those of the other homes. He then referred to the protrusion into the 50 foot radius of the easement. Mr. Correll also stated that the landscape plan was created after the submission and shown as information as to how the driveway and parking will be landscaped.

Mr. Correll then referred the Board to an illustration which shows on the left the existing home to be removed. He noted that this home conformed to the 50 foot radius and that the result in his view is that it is not great result since there are three garage doors facing the front. He stated that in their plan, they are striving to minimize the presence of the garage doors and that two of them would face the service court and one would face the entry court. Mr. Correll then referred the Board to a rendering of the proposed home where you can see one garage door instead of three as you come down the access easement.

Mr. Correll stated that they created diagrams to show that strict adherence to the 50 foot radius setback would affect the siting of the home on the lot. He stated that the first illustration showed how the home would be sited and that on the lake side to the east, there is a flat area for use as a backyard. Mr. Correll stated that strict adherence to the 50 foot radius would put the home at the bluff and slightly over the bluff and would result in the elimination of all of the backyard space. He then referred the Board to an illustration of the applicant's property versus the neighbor to the south who requested a similar variation of 30 feet when their home was proposed 6 or 7 years ago. Mr. Correll noted that a variation was granted to them and that the home next to the requested variation is shown in the illustration and indicated that it is very similar and a little

smaller. He also stated that the configuration of both homes is also very similar in size and footprint.

Mr. Correll then referred the Board to aerial views of the existing home with a 50 foot radius showing how the home conformed. He also stated that at the lakefront, it is showing contours at 5 foot intervals at the lakefront portion of the home. Mr. Correll then stated that the second illustration showed the proposed home with the garage wing coming into the 50 foot radius. He indicated that he would like to point out an important point which is the relationship of the proposal to the homes north and south and that the homes would be pretty much aligned. Mr. Correll stated that the proposed is slightly landward of the home to the north and slightly lakeward of the home to the south.

Chairperson Johnson stated that she cannot see the home to the north and asked if it is new construction.

Mr. Correll indicated that it may be.

Mr. Knight confirmed that the home is 10 years old and that it did not have an easement.

Mr. Correll then referred the Board to an illustration which showed the strict adherence to the 50 foot setback moving the home towards the lake and it being forward of the home to the south and forward of the home to the north making it not in a great position in terms of lake views from those two homes.

Mr. Correll stated that in summary, they feel that this unique situation is having an easement on the lot and having an easement that is nonfunctional. He stated that you can see from the home that exists that strict adherence to the setback produced an undesirable result with three garage doors facing the front and the easement. Mr. Correll then stated that the proposal would be a much improved situation and that he would submit it to the Board.

Mr. Correll then stated that the second request is to make the garage width 23 feet instead of 22 feet. He informed the Board that the home is proposed to be mostly veneered in stone which added 6 inches in dimension to the exterior which is why they are asking for a variation to accommodate the stone veneer. Mr. Correll noted that the walls with the stone veneer are 15 inches for each wall and 2 feet 6 inches total, which results in 19 1/2 feet which is substandard since there would be less than a 10 foot garage bay for each car.

Mr. Naumann asked Mr. Correll if he would characterize a three car garage as being the standard in the neighborhood.

Mr. Correll stated that he cannot answer that.

Chairperson Johnson asked what 655 Sheridan Road has in terms of garage space.

Mr. Knight stated that they have a two garage.

Chairperson Johnson asked if there were any other questions.

Mr. Lane stated that on the garage, garage doors are fairly standard but that the pillar is causing the width to be wide. He then asked why did the walls outside have an impact on the garage doors.

Mr. Correll informed the Board that the doors would have the standard width but that the space inside is squeezed down.

Mr. Lane asked if there is a garage door width issue.

Mr. D'Onofrio stated that the issue is the width of the garage and not the garage door width.

Chairperson Johnson stated that with a front facing two car garage, even though they are planning to do separate doors, she asked if they would be required to do them per code.

Mr. D'Onofrio and Ms. Klaassen confirmed that is correct.

Chairperson Johnson again asked if there were any other questions. No additional questions were raised by the Board at this time. She then asked if there were any questions from the audience.

Peter McNerney, 655 Sheridan Road, stated that he lived right to the south and informed the Board that he asked for a similar variation. He stated that an important point was already made and that pushing the home forward would get in the way of the north view from their home. Mr. McNerney stated that clearly, they want to avoid that.

Mr. McNerney stated that second, they make a point going to the west and that there is a lot of room. He indicated that there is a good 75 feet from the property line and that while it would not encroach, he would let the other neighbors speak to that. Mr. McNerney also stated that the home would sit much better on the property as it is proposed.

Chairperson Johnson commented that he did a beautiful job with his home. She then asked if there were any other questions.

Paul Konstant, 653 Sheridan Road, informed the Board that he is very much in support of the applicant's request. He stated that the front yard request is unique in its location relative to Sheridan Road and referred to the effect with the ordinance and original address. Mr. Konstant described it as a good proposal and that it would be a real favor to them and to the Village which is an improvement of the architecture as well.

Rick Fox, 661 Sheridan Road, stated that he lived in the home immediately to the west and is the most directly impacted by the request. He stated that his residence was built in 1970 and he has lived there since 1989. Mr. Fox stated that he has seen the teardown and rebuilding of this home and that he would support the request strongly. He then stated that between their home and the applicants' home, there is a half-acre of land which is their backyard and trees and stated that

they have total privacy from that property. Mr. Fox then stated that they do not want to look at three garage doors and to give up 20 feet of property; they would give it up for that.

Chairperson Johnson asked if there were any other questions. She then asked if the home they are tearing down was built in 1998.

Ms. Klaassen confirmed that is correct and added that no variation is needed.

Chairperson Johnson called the matter in for discussion.

Ms. Hickey began by stating that she is in favor of the request. She then stated that for the reasons stated, the home would be coming into alignment along the lake. Ms. Hickey also stated that going into the easement would be creating more unobtrusiveness at the southwest corner and that they would be minimizing the garage door exposure. She concluded by stating that she liked the way they are protecting the bluff and that she is in favor of the request.

Mr. Kehoe stated that his comment related to the 2009 variation and it seems like déjà vu all over again. He then asked how does that differ between that and this case.

Mr. D'Onofrio described them as almost mirror cases and that the other case was in 2011. He then stated that there is the same layout of the land for both properties and that they have a 30 foot x 40 foot hammerhead easement on the property to allow ingress and egress. Mr. D'Onofrio also stated that with regard to the way in which the ordinance was written, it established the setback from the outermost portion of the easement the same as if it were a private road regardless of where the pavement is. He also stated that the biggest difference is that one is asking for a 30 foot setback and that they are asking for 20 feet in setback relief. Mr. D'Onofrio added that it is as close to the same request as you can get.

Chairperson Johnson asked if there were any other comments.

Mr. Naumann stated that he would like to commend the applicant on the proposal which he described as very thoughtful, comprehensive and well done which makes it easy on the Board. He then stated that while he is in support of the request, he struggled with reasonable return and that since they have a precedent, it guides their thinking and that a three car garage is a replacement which is commensurate with what you see in the neighborhood. Mr. Naumann concluded by stating that he had no objection.

Mr. Lane stated that he had nothing to add but stated that the standards have been met based on the presentation given with regard to the easement and the necessity of a three car garage. He then stated that he was on the Board at the time of the last variation request. Mr. Lane stated that he remembered it and is in favor now as he was then.

Chairperson Johnson noted that the Board is a recommending body to the Village Council. She then asked for a motion.

Mr. Lane moved to recommend approval of the two variations based on the presentation materials provided by the applicants and the following circumstances. He stated that with regard to reasonable return, if they had to build a garage and the home being pushed back, either home would be smaller than it could have been or the number of garage bays would be affected. Mr.

Lane then stated that pushing the home against the bluff would result in the applicant having no backyard.

Mr. Lane stated that with regard to unique circumstances, the applicants are bounded by the bluff on one side making construction prohibitive and a hammerhead easement in the front yard from which the setback is calculated from making it difficult to build in the front portion. He then stated that it would be consistent with the neighborhood and that it would not alter the character of the locality. Mr. Lane stated that the home would have a reasonable size and that there would be no impact on light and air. He concluded by stating that the other standards are either not applicable or would not be affected.

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

AYES: Hickey, Johnson, Kehoe, Lane, Naumann
NAYES: 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 Section 17.30.050 [Front Yard Setback] and Section 17.30.0110 [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. Strict adherence to the front yard setback would push the proposed residence to the edge of the bluff, which would eliminate any customary rear yard space and have a negative impact on lake views for both of the properties north and south of the subject site. Additionally, the proposed garage configuration is an improvement on the existing condition. The variation for the garage width is driven by the exterior stone veneer. The proposed garage width is not excessive.

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 private road easement in the southwest corner of the property, measuring approximately 30 ft. by 40 ft. from which the front setback is measured, is a unique circumstance.
3. The variations, if granted, will not alter the essential character of the locality. The proposed construction is consistent with the neighborhood. In fact, a very similar variation was granted for the adjacent property to the south and the proposed location will put the proposed residence in line with the neighboring home.
4. An adequate supply of light and air to the adjacent property will not be impaired. The proposed 2½-story residence is a reasonable size and will comply with the side yard setbacks.
5. The hazard from fire or other damages to the property will not be increased as the proposed construct 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 will result in a residence consistent with the area and will not diminish the taxable value of property.
7. The congestion in the public street will not increase. The property will continue to be used for a single-family residence.
8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not otherwise be impaired. No evidence was provided to the contrary.

Respectfully submitted,

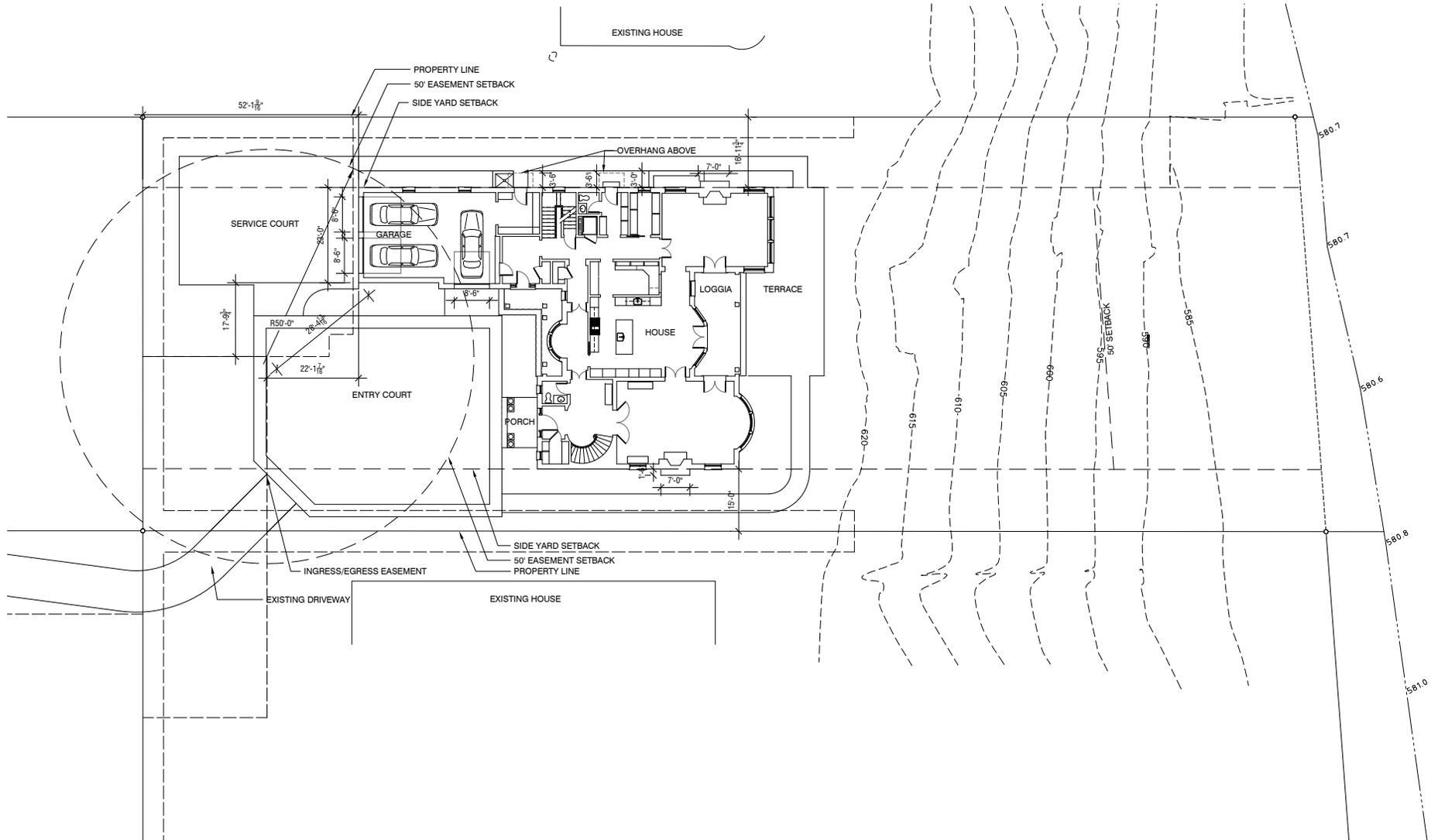
Antionette Johnson

EXHIBIT C

PLANS

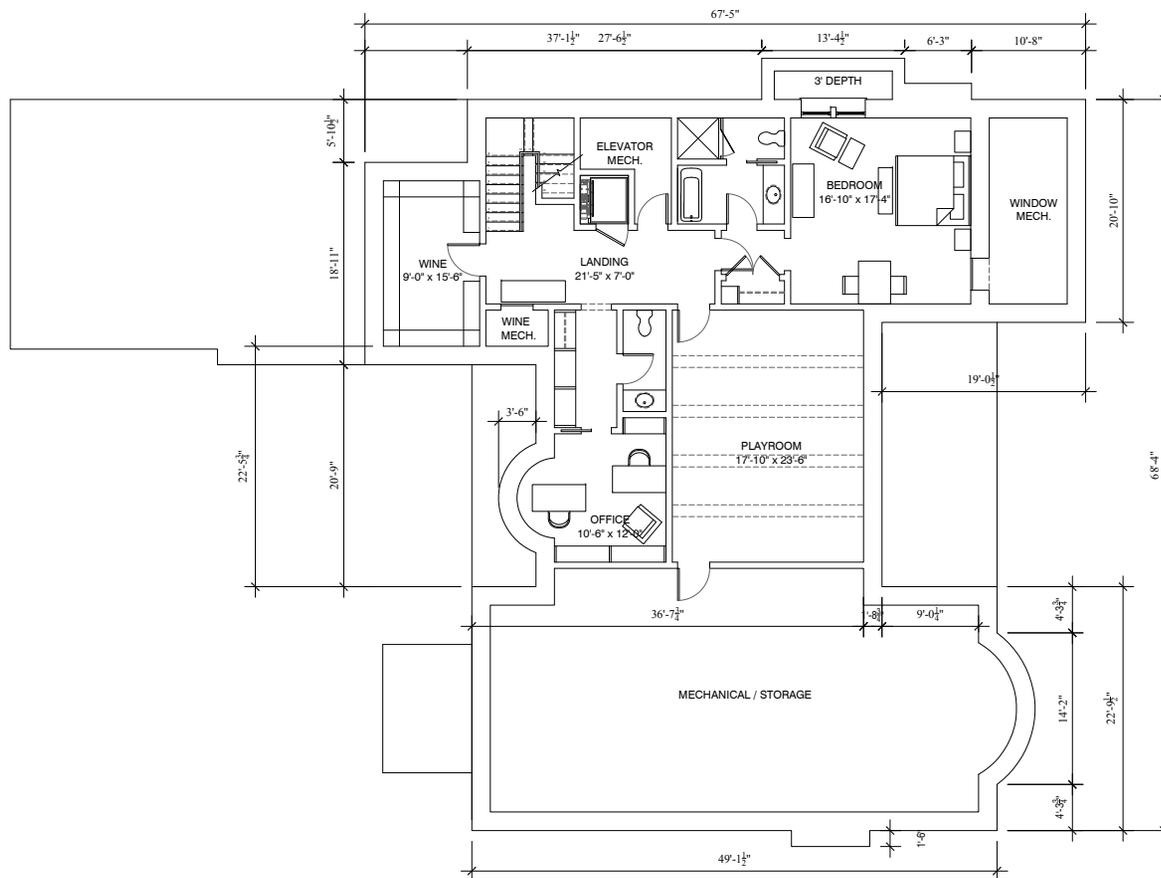
(SEE ATTACHED EXHIBIT C)

EXHIBIT C



SITE PLAN
MAY 27, 2016
HOUSE ON SHERIDAN ROAD
WINNETKA, ILLINOIS
ROBERT A.M. STERN ARCHITECTS

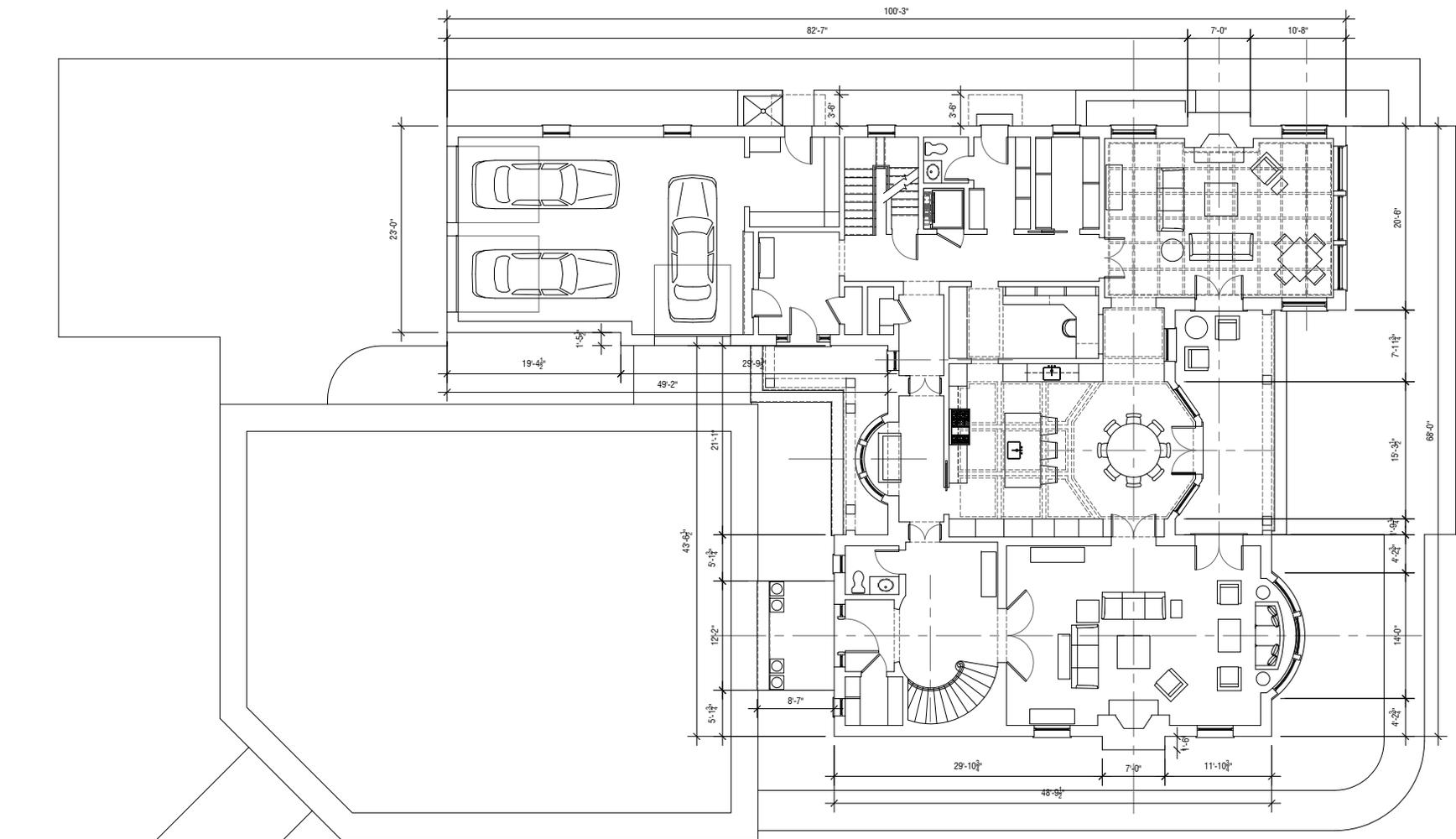




BASEMENT PLAN

MAY 27, 2016
 HOUSE ON SHERIDAN ROAD
 WINNETKA, ILLINOIS
 ROBERT A.M. STERN ARCHITECTS





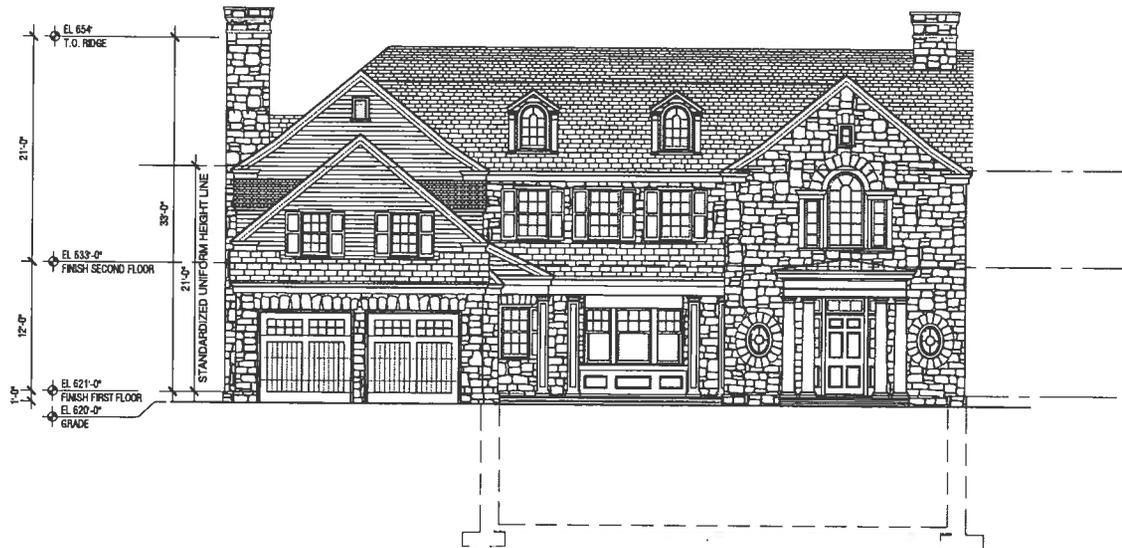
FIRST FLOOR PLAN

MAY 27, 2016
 HOUSE ON SHERIDAN ROAD
 WINNETKA, ILLINOIS
 ROBERT A.M. STERN ARCHITECTS





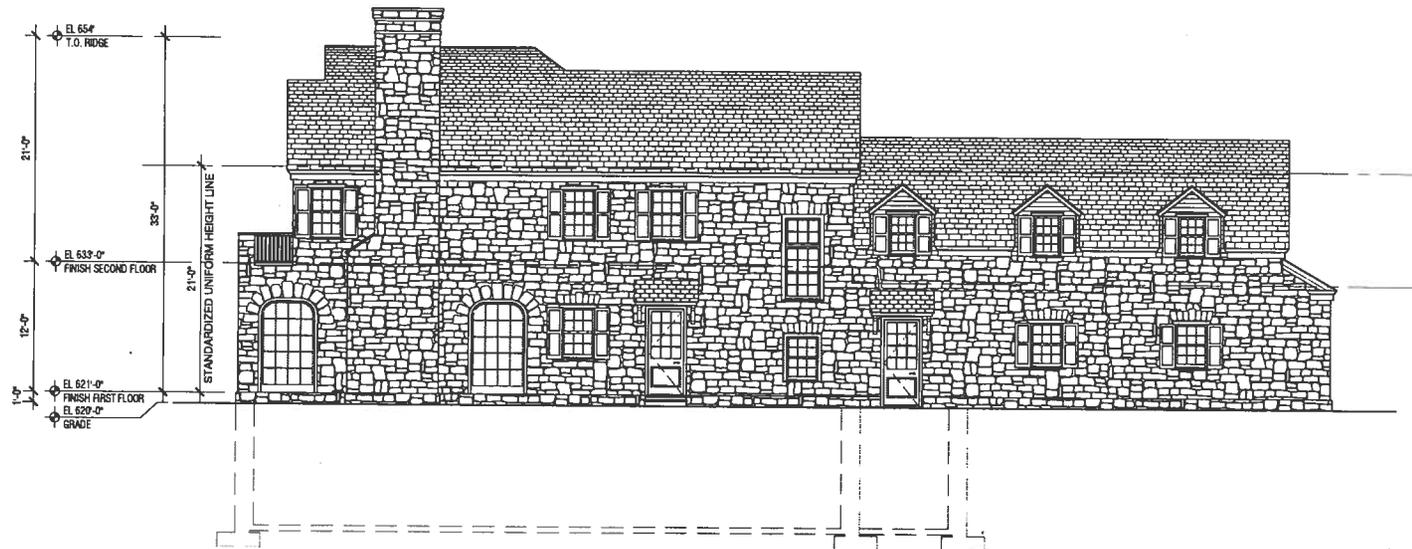
EAST ELEVATION



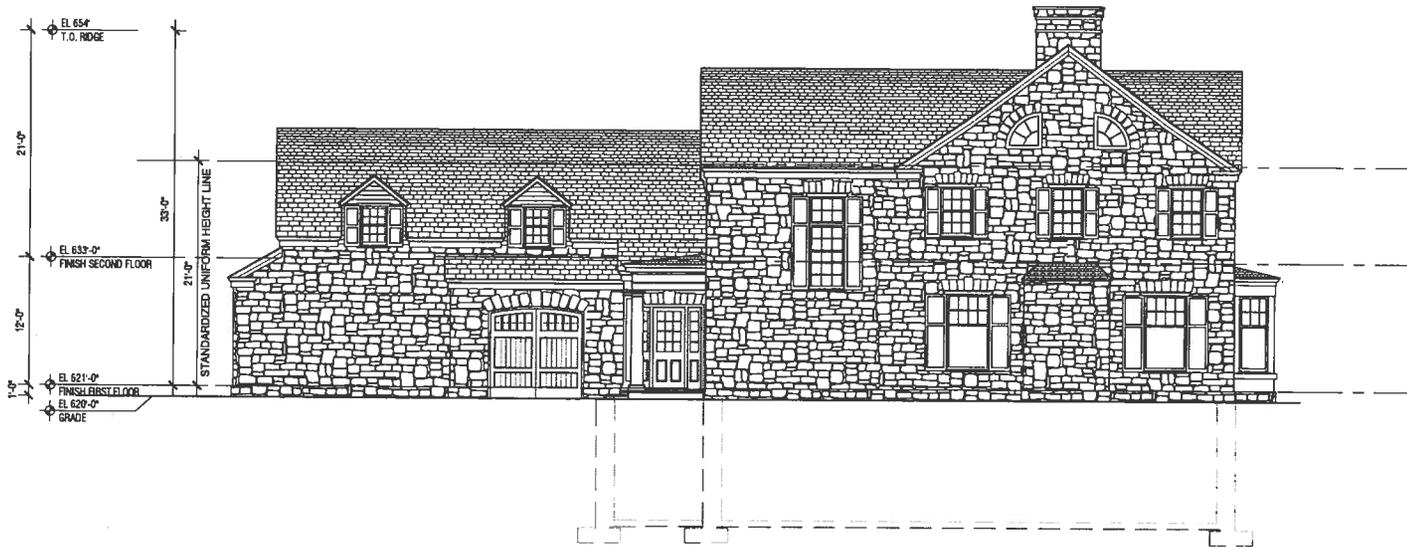
WEST ELEVATION

MAY 6, 2016
 HOUSE ON SHERIDAN ROAD
 WINNETKA, ILLINOIS
 ROBERT A.M. STERN ARCHITECTS





NORTH ELEVATION



SOUTH ELEVATION

MAY 6, 2016
 HOUSE ON SHERIDAN ROAD
 WINNETKA, ILLINOIS
 ROBERT A.M. STERN ARCHITECTS



EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Rebecca and Lester Knight (collectively, "*Applicant*"), are the record title owners of the parcel of real property commonly known as 657 Sheridan Road in Winnetka, Illinois ("*Subject Property*"); and

WHEREAS, the Applicant desires to construct a new single-family residence on the Subject (collectively, "*Proposed Improvement*");

WHEREAS, Ordinance No. M-9-2016, adopted by the Village Council on _____, 2016 ("*Ordinance*"), grants variations from the provisions of the Winnetka Zoning Ordinance to the Applicant to permit the construction of the Proposed Improvements on the existing residence located on the Subject Property; 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: _____, 2016

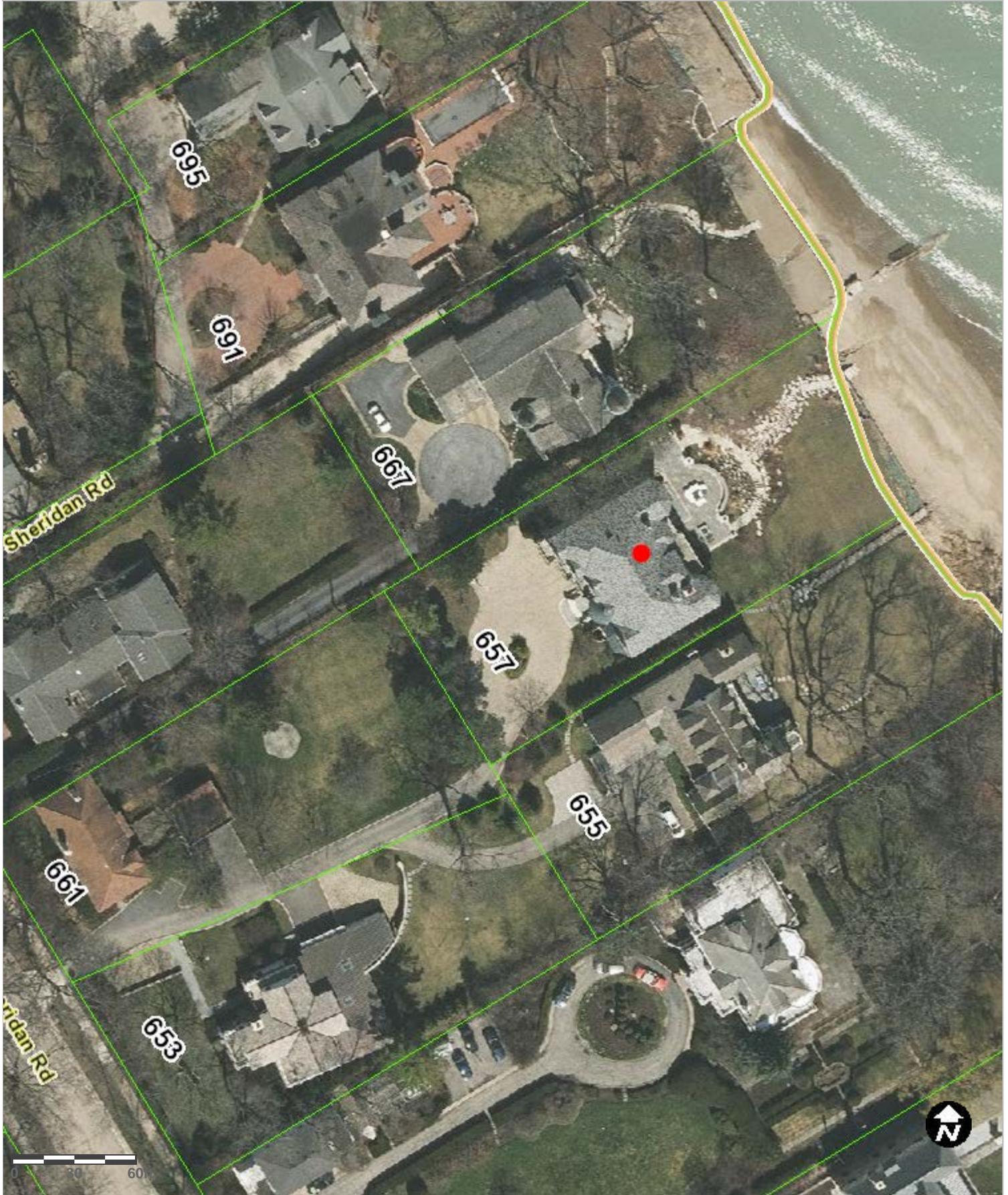
ATTEST: **REBECCA KNIGHT**

By: _____ By: _____
Its: _____ Its: _____

ATTEST: **LESTER KNIGHT**

By: _____ By: _____
Its: _____ Its: _____

ATTACHMENT C



ATTACHMENT F

CASE NO. 16-09-V2

APPLICATION FOR VARIATION
WINNETKA ZONING BOARD OF APPEALS

Owner Information:

Name: Rebecca & Lester Knight, Lake Michigan LLC

Property Address: 657 Sheridan Road Winnetka, IL

Home and Work Telephone Number: [REDACTED]

E-mail: cchilds@rlkpartners.com

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

Randy Correll r.correll@ramsa.com

Robert A. M. Stern Architects

460 West 34th St. New York, NY 10001 (212) 967-5100

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

Date Property Acquired by Owner: _____

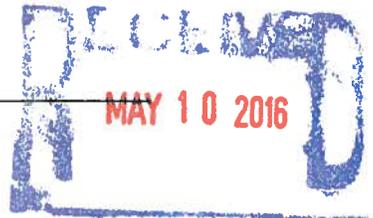
Nature of Any Restrictions on Property: _____

Explanation of Variation Requested: Please see Addendum 1.
(Attach separate sheet if necessary)

OFFICE USE ONLY

Variation Requested Under Ordinance Section(s): _____

Staff Contact: _____ Date: _____



VA-2016-433

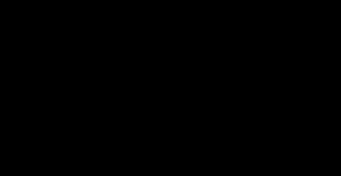
STANDARDS FOR GRANTING OF ZONING VARIATIONS

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: 5-9-16
(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.

Addendum 1:

Explanation of Variation Requested

1. A variation of 21.12 feet is requested from the 50 foot radiused setback from the access easement at the southwest corner of the subject lot. The southwest corner of an attached garage would fall within the easement setback. The garage and house conform to required front, side and rear yard setbacks.
We believe that the proposed garage configuration provides an improvement from that of the existing house which has three garage doors on the front elevation. The proposed attached garage removes the garage doors from the entry elevation and separates a single south facing door from two west facing doors. If this design conformed to the radiused setback, the house would need to move about 24 feet closer to Lake Michigan. The house would then be significantly forward of the neighboring houses to the south and north.
The proposed siting of the house puts its Lake elevation in alignment with the neighboring house.
We believe this variation is not detrimental to the neighboring properties. The proposed attached garage aligns with a similarly attached garage on the neighboring house to the south. It appears that this neighbor's garage does not conform to the radiused setback from a nearly identically configured access easement. The proposed garage aligns with a parking court on the neighboring property to the north.
2. A variation in garage width from 22' requirement to 23'. The house is to be built with 6" stone veneer on 2x8 framing making the exterior wall thicker than typical wall construction. The extra 12" is necessary for a comfortable functional width of a two-car bay. A third car bay has been placed at a side location so that the garage is minimized in the street presence.

In response to the standards for granting of zoning variations, the following:

1. The existing house on the property demonstrates that strict adherence to the setback regulation yields an undesirable result: three front facing garage doors which extend across over 50 percent of the front façade. We believe that our proposal yields a preferable garage configuration that is in keeping with other houses in the neighborhood.
2. The substantial area (30 feet x 42 feet) of the access easement onto the south west corner of the lot is a unique circumstance that results in a setback from the front yard line up to 30 feet greater than the required 50 foot setback.
3. The variation, if granted, will in fact maintain the character of the neighborhood by keeping the alignment with neighboring houses as described above.
4. Variation will result in no effect to light and air on neighboring properties
5. Variation will not increase hazard from fire and other damages
6. We believe variation will result in a house consistent with the area and will not diminish taxable value of the area.
7. The variation has no impact on congestion
8. The public health, safety comfort and welfare of the inhabitants of Winnetka will not be impaired by this variation.

ATTACHMENT G

ORDINANCE NO. M-2-2010

AN ORDINANCE GRANTING A VARIATION IN THE APPLICATION OF THE ZONING ORDINANCE OF THE VILLAGE OF WINNETKA COOK COUNTY, ILLINOIS (655 Sheridan Road)

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village; and

WHEREAS, the Council of the Village of Winnetka ("Village Council") find that establishing standards for the use and development of lands and buildings within the Village and establishing and applying criteria for variations from those standards are matters pertaining to the affairs of the Village; and

WHEREAS, the property commonly known as 655 Sheridan Road, Winnetka, Illinois (the "Subject Property"), is legally described as follows:

Lot 2 of in Harza's Subdivision of the Southwest Quarter of Fractional Section 16, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois;

and

WHEREAS, the Subject Property is located in the R-2 Zoning District provided in Chapter 17.24 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code; and

WHEREAS, on November 11, 2009, the owners of the Subject Property filed an application for a variation from the Front Yard Setback requirements of Section 17.30.050, Chapter 17.30 of the Zoning Ordinance in order to construct a new home on the Subject Property that will have a west front yard setback of 20.0 feet, whereas the minimum required is 50 feet, resulting in a variation of 30.0 feet (60%); and

WHEREAS, on December 14, 2009, on due notice thereof, the Zoning Board of Appeals conducted a public hearing on the requested variations and, by the unanimous vote of the 6 members then present, has reported to the Council recommending that the requested variations be granted; and

WHEREAS, there are practical difficulties and particular hardships associated with carrying out the strict application of the Zoning Ordinance with respect to the Subject Property in that: (a) the Subject Property is a generally rectangular lot located on the east side of Sheridan Road; (b) the Subject Property was created by a two-lot subdivision, with the other lot of the subdivision lying immediately north of the Subject Property; (c) the Subject Property lies to the east of another parcel that fronts on Sheridan Road and is accessed by way of a platted easement that serves four properties and is thus considered a private street under the Zoning Ordinance; (d) because of the two street frontages, the Subject Property is considered a through lot and is subject to 50-foot front yard setbacks from both the private street and Lake Michigan; (e) the private road easement extends into the Subject Property by 30 feet from the west lot line and 45 feet from the north lot line; (f) under the Zoning Ordinance, the front yard setback is measured from the edge of the easement that forms the private street, which effectively places the west front setback 80 feet from the west lot line; and (g) the proposed setback line will be 50 feet from the west lot line and the property immediately to the west; and

WHEREAS, the Subject Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the Zoning Ordinance, in that: (a) the strict application of all required setbacks would result in the loss of six mature trees, which would have a negative aesthetic and economic impact on the Subject Property; (b) due to the placement of the private road easement on the Subject Property, a new conforming home would have a significantly reduced usable back yard; and (c) constructing a home that fully conforms with all setbacks will result in a home that is undersized in relation to other homes in the neighborhood, particularly in relation to the home on the other parcel formed by the subdivision that created the Subject Property; and

WHEREAS, the requested variation will neither alter the essential character of the neighborhood nor impair an adequate supply of light and air because, as proposed, the new residence: (a) complies with all other zoning requirements; (b) will be set back 50 feet from the west lot line; (c) has a gross floor area that is nearly 50% smaller than permitted limits; (d) affords a better riparian view for the adjacent properties to the north and south; and (e) maximizes the preservation of mature trees; and

WHEREAS, the requested variation will not increase the hazard from fire and other dangers to the Subject Property, as the proposed construction will comply with all applicable building and fire protection codes; and

WHEREAS, there is no evidence that the requested variation will diminish the taxable value of land and buildings throughout the

Village, and the taxable value of the Subject Property may be increased because of the proposed improvements; and

WHEREAS, the proposed construction will not contribute to congestion on the public streets, as the Subject Property will continue to be used for single family residential purposes and neither the dimension nor the actual use of the private road easement will be reduced; and

WHEREAS, there is no evidence that the requested variation will otherwise impair the public health, safety, comfort, morals, and welfare of the inhabitants of the Village; and

WHEREAS, the requested variation is in harmony with the general purpose and intent of the Winnetka Zoning Ordinance, in that it maintains the existing scale and appearance of the community.

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

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

SECTION 2: The following variation from the Lot, Space, Bulk and Yard Regulations for Single Family Residential Districts established by Section 17.30 of the Winnetka Zoning Ordinance is hereby granted to the Subject Property, commonly known as 655 Sheridan Road and located in the R-2 Single-Family Residential District provided in Chapter 17.24 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code: a variation from the Front Yard Setback requirements of Section 17.30.050, Chapter 17.30 of the Zoning Ordinance, in order to construct a new home on the Subject Property that will have a west front yard setback of 20.0 feet from the edge of the private road easement, whereas the minimum required is 50 feet, resulting in a variation of 30.0 feet (60%), in accordance with the plans and elevations submitted with the application for variations.

SECTION 3: The variation granted herein is conditioned upon the commencement of the proposed construction within 12 months after the effective date of this Ordinance.

SECTION 4: This Ordinance is passed by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 5: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

PASSED this 16th day of February, 2010, pursuant to the following roll call vote:

AYES: Trustees Greable, Johnson, Pedian, Poor, Rintz and Spinney

NAYS: None

ABSENT: None

APPROVED this 16th day of February, 2010.

Signed:

ss/Jessica B. Tucker

Village President

Countersigned:

ss/Douglas G. Williams

Village Clerk

Introduced: February 4, 2010

Posted: February 5, 2010

Passed and Approved: February 16, 2010

Posted: February 17, 2010

ATTACHMENT I

From: [Michael D'Onofrio](#)
To: [Ann Klaassen](#)
Subject: FW: variance request for 657 Sheridan Road
Date: Friday, June 10, 2016 9:31:44 AM

Ann,

FYI

From: Mulhern, Michael [mailto: [REDACTED]]
Sent: Thursday, June 09, 2016 10:24 AM
To: Michael D'Onofrio
Subject: variance request for 657 Sheridan Road

As homeowners of the property located at [REDACTED] Sheridan Road (one house north of 657 Sheridan Road) we have reviewed the plans submitted by the Knight's for a property variance. Based on our review we are very supportive of the proposed variance.

Regards,

Michael & Lori Mulhern



Agenda Item Executive Summary

Title: Ordinance No. M-10-2016: 1088 Mt. Pleasant Road, Variations for Front and Rear Yard Setbacks (Introduction/Adoption)

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date: 07/19/2016

- 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 Yard Setbacks] and 17.30.070 [Rear Yard Setback] of the Winnetka Zoning Ordinance to permit additions to the existing nonconforming residence that would result in a front yard setback of 18.54 ft., whereas a minimum of 50 ft. is required, a variation of 31.46 ft. (62.92%) and a rear yard setback of 16.52 ft., whereas a minimum of 17.85 ft. is required, a variation of 1.33 ft. (7.45%).

The additions on the first floor would consist of expanding the master suite and a second bedroom. Two additional bedrooms, a bathroom, play area, and storage space is proposed on the second floor. The proposed additions comply with the intensity of use of lot and GFA regulations. However, zoning relief is required to allow the additions to encroach the 50 ft. front yard setback from the north property line. The proposed second floor addition would be a vertical expansion of the existing nonconforming setback of 18.54 ft. Also, the two 2-story additions would be located within the required 50 ft. setback, but not as close as the existing residence given the angle the residence is located on the property.

Additionally, due to the existing nonconforming rear yard setback of 16.52 ft. from the south property line, the proposed second floor addition requires zoning relief to encroach the required rear setback of 17.85 ft.

It should be noted that none of the proposed additions will encroach any further than the existing residence.

The Zoning Board of Appeals considered the application at its meeting on June 13, 2016. With a vote of 5 to 0, the Board recommended approval of the requested variations.

Recommendation:

Consider introduction of Ordinance No. M-10-2016, granting variations from the front and rear yard setback regulations to allow additions to the existing nonconforming residence.

Or

Consider waiving introduction of Ordinance No. M-10-2016 and consider adoption, granting variations from and rear yard setback regulations to allow additions to the existing nonconforming residence.

Attachments:

- Agenda Report
- Attachment A: Zoning Matrix
- Attachment B: Ordinance No. M-10-2016
- Attachment C: GIS Aerial Map
- Attachment D: Application Materials

AGENDA REPORT

TO: Village Council

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

SUBJECT: 1088 Mt. Pleasant Rd., Ord. M-10-2016
(1) Front Yard Setback
(2) Rear Yard Setback

DATE: June 27, 2016

Ordinance M-10-2016 grants variations from Sections 17.30.050 [Front Yard Setbacks] and 17.30.070 [Rear Yard Setback] of the Winnetka Zoning Ordinance to permit additions to the existing nonconforming residence that would result in a front yard setback of 18.54 ft., whereas a minimum of 50 ft. is required, a variation of 31.46 ft. (62.92%) and a rear yard setback of 16.52 ft., whereas a minimum of 17.85 ft. is required, a variation of 1.33 ft. (7.45%).

The variations are being requested in order to expand the existing nonconforming residence. The additions on the first floor would consist of expanding the master suite (by approximately 320 s.f.) and a second bedroom (by approximately 134 s.f.). Two additional bedrooms, a bathroom, play area, and storage space is proposed on the second floor, adding approximately 1,894 s.f. of calculable gross floor area (GFA). As represented on the attached zoning matrix, the proposed additions comply with the intensity of use of lot and GFA regulations. However, zoning relief is required to allow the additions to encroach the 50 ft. front yard setback from the north property line. The proposed second floor addition would be a vertical expansion of the existing nonconforming setback of 18.54 ft. Also, the two 2-story additions would be located within the required 50 ft. setback, but not as close as the existing residence given the angle the residence is located on the property.

Additionally, due to the existing nonconforming rear yard setback of 16.52 ft. from the south property line, the proposed second floor addition requires zoning relief to encroach the required rear setback of 17.85 ft.

It should be noted that none of the proposed additions will encroach any further than the existing residence.

As represented on the attached plat of survey, the property is a flag lot. According to subsection 17.30.050.C.6. of the zoning ordinance, "If the front street line of a lot extends less than 50 ft. along the street line and if the lot is at least 75 ft. at its widest point, the Zoning Administrator shall designate the front yard for zoning purposes and shall establish the lot line from which the required setback shall be measured to the nearest line of a building so as to conform as closely as practicable to the intent and purposes of this title to require uniform front yards, uniform setbacks and appropriate spacing between buildings." The front street line of the subject property is approximately 10.5 ft. and the lot is approximately 173 ft. at its widest point. There is a memo from staff in the property file dated June 15, 2006, declaring the front yard be measured from the north property line. The adjacent property to the east is also a flag lot and the two adjacent

properties to the south are located on a private ingress/egress easement, which creates a challenge when trying to establish uniform setbacks. In terms of the subject property, the yard declarations were made with the intent of having uniform setbacks with the adjacent property to the east. For example, the adjacent flag lot to the east also has its front yard measured from the north property line. Therefore, the properties' side yards are abutting each other.

The property is located on the south side of Mt. Pleasant Rd. between Glendale Ave. and Rosewood Ave. in the R-2 Single Family Residential District.

The residence was built in 1961. A subsequent building permit was issued in 2012 to remodel the kitchen and bathrooms. The petitioners acquired the property in 2012.

There are no previous zoning cases for this property.

Recommendation of Advisory Board

The Zoning Board of Appeals considered the application at its meeting June 13, 2016. With a vote of 5 to 0, the Board recommended approval of the requested variations.

Recommendation

Consider introduction of Ord. M-10-2016, granting variations from the front and rear yard setback regulations to allow additions to the existing nonconforming residence.

Or

Consider waiving introduction of Ord. M-10-2016 and consider adoption, granting variations from front and rear yard setback regulations to allow additions to the existing nonconforming residence.

Attachments:

- Attachment A: Zoning Matrix
- Attachment B: Ordinance M-10-2016
- Attachment C: GIS Aerial Map
- Attachment D: Application Materials

ATTACHMENT A

ZONING MATRIX

ADDRESS: 1088 Mt. Pleasant Rd.

CASE NO: 16-10-V2

ZONING: R-2

ITEM	REQUIREMENT	EXISTING	PROPOSED	TOTAL	STATUS
Min. Lot Size	24,000 SF	19,817.75 SF (1)	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	100 FT	119 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	4,954.44 SF (2)	3,664.35 SF	477.48 SF	4,141.83 SF	OK
Max. Gross Floor Area	6,156.85 SF (2)	3,653.14 SF	2,338.21 SF	5,991.35 SF	OK
Max. Impermeable Lot Coverage	9,908.87 SF (2)	6,718.35 SF	477.48 SF	7,195.83 SF	OK
Min. Front Yard (North)	50 FT	18.54 FT	18.54 FT	N/A	31.46 FT (62.92%) VARIATION
Min. Side Yard (East)	12 FT	19.54 FT	19.54 FT	N/A	OK
Min. Total Side Yards	49.96 FT	67.59 FT	56.54 FT	N/A	OK
Min. Rear Yard (South)	17.85 FT	16.52 FT	16.52 FT	N/A	1.33 FT (7.45%) VARIATION

NOTES:

(1) Excludes "pole" portion of flag lot (1,695.52 s.f.)

(2) Based on lot area of 19,817.75 s.f.

ATTACHMENT B

ORDINANCE NO. M-10-2016

**AN ORDINANCE GRANTING VARIATIONS
FROM THE WINNETKA ZONING ORDINANCE
FOR ADDITIONS TO A SINGLE FAMILY RESIDENCE
WITHIN THE R-2 SINGLE FAMILY ZONING DISTRICT
(1088 Mt. Pleasant Road)**

WHEREAS, William and Jody Savino (collectively, "*Applicant*"), are the record title owners of the parcel of real property commonly known as 1088 Mt. Pleasant Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, the Subject Property is improved with a single family residence ("*Building*"); and

WHEREAS, the Applicant desires to construct two additions and new roof structures on the Building (collectively "*Proposed Improvement*"); and

WHEREAS, the Subject Property is located within the R-2 Single Family Residential District of the Village ("*R-2 District*"); and

WHEREAS, pursuant to Section 17.30.050 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), the Subject Property must have a front yard setback of at least 50 feet; and

WHEREAS, pursuant to Section 17.30.070 of the Zoning Ordinance, the Building must have a rear yard setback of at least 17.85 feet; and

WHEREAS, the existing Building has a legal nonconforming front yard setback of 18.54 feet and a rear yard setback of 16.52 feet; and

WHEREAS, pursuant to Section 17.64.070 of the Zoning Ordinance, a legal nonconforming building may not be enlarged or added to so as to create an additional nonconformity or increase the extent or degree of any existing nonconformity; and

WHEREAS, construction of the Proposed Improvement on the Subject Property would cause: (i) the front yard setback to remain 18.54 feet, in violation of Section 17.30.050 of the Zoning Ordinance; and (ii) the rear yard setback to remain 16.52 feet, in violation of Section 17.30.070 of the Zoning Ordinance; and

WHEREAS, to permit construction of the Proposed Improvement, the Applicant filed an application for variations from: (i) Section 17.30.050 of the Zoning Ordinance to permit the front yard setback to be 18.54 feet; and (ii) Section 17.30.070 of the Zoning Ordinance to permit the rear setback to be 16.52 feet (collectively, "*Variations*"); and

WHEREAS, on June 13, 2016, after due notice thereof, the Zoning Board of Appeals (“**ZBA**”) conducted a public hearing on the Variations and, by a vote of five in favor and none opposed, 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 Improvement on the Subject Property within the R-2 District is in the best interest of the Village and its residents;

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

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

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

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

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

- C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. Compliance with Plans. The development, use, and maintenance of the Proposed Improvement on the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards: the plans prepared by Douglas Reynolds Architect, Inc., consisting of seven sheets, 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 _____, 2016, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2016.

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 _____,
2016.

Introduced: July 19, 2016

Passed and Approved: _____, 2016

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 5 in Laurie's Resubdivision of Lots 71, 72, 73 and 74 in Alles Sunset Subdivision of the Northeast ¼ of the Southwest ¼ of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1088 Mt. Pleasant Rd, Winnetka, Illinois

EXHIBIT B
WINNETKA ZONING BOARD OF APPEALS
JUNE 13, 2016
EXCERPT OF MINUTES

Zoning Board Members Present: Joni Johnson, Chairperson
Mary Hickey
Thomas Kehoe
Carl Lane
Mark Naumann

Zoning Board Members Absent: Chris Blum
Kathleen Kumer

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

Agenda Items:

Case No. 16-10-V2: 1088 Mt. Pleasant Rd.
Bill and Jody Savino
Variations by Ordinance
1. Front Yard Setback
2. Rear Yard Setback

1088 Mt. Pleasant, Case No. 16-10-V2, Bill and Jody Savino, Variations by Ordinance - Front Yard Setback and Rear Yard Setback

Mr. D’Onofrio read the public notice. The purpose of this hearing is to hear testimony and receive public comment regarding a request by Bill and Jody Savino concerning variations by Ordinance from Sections 17.30.050 [Front Yard Setbacks] and 17.30.070 [Rear Yard Setback] of the Winnetka Zoning Ordinance to permit additions to the existing nonconforming residence that would result in a front yard setback of 18.54 ft., whereas a minimum of 50 ft. is required, a variation of 31.46 ft. (62.92%) and a rear yard setback of 16.52 ft., whereas a minimum of 17.85 ft. is required, a variation of 1.33 ft. (7.45%).

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

Douglas Reynolds introduced himself to the Board as the architect on the project. He described the request as fairly simple and stated that the setbacks are an existing condition with the site. Mr. Reynolds stated that the applicants are looking to expand the home by changing the roof pitch. He informed the Board that they have a California style ranch home which was built in 1960. Mr. Reynolds then stated that in 2012, there was the substantial remodel of the interior of

the home and that the interior is completely up to date but insufficient with regard to the number of bedrooms. He informed the Board that they looked at ways to improve the home but that with such a low roof line now and very large eaves and the fact that the home also has a heavy stone veneer; the only way to work with the home is to change the vocabulary of the exterior and adding on to it. Mr. Reynolds also stated that since the roof pitch is so low, it would be similar to setting a box on top of what is there. He stated that they would be able to control the massing and volume by tipping the roof pitch up to a style which is more consistent with the area which is a 12:12 pitch. Mr. Reynolds also stated that they would be able to change the language and usage of the home and window proportions to make them more vertical. He then stated that with regard to the home massing at the front door, it does not draw the eye to anything but the garage to the left which they fought as well and that it would create elements to draw the eye and balance the L-shape of the home.

Mr. Reynolds stated that the request would achieve two things, the first of which is to have extra space on the second floor for their children. He stated that it would be kept over the existing bedroom wing of the home and noted that the other wing is the kitchen, mudroom and garage. Mr. Reynolds also stated that it would solve the exterior issues of breaking up the mass of the home and create visual interest.

Mr. Reynolds then noted that the proposal is within zoning in terms of square footage. He indicated that they have a situation where it is much like the last case in that the 50 foot setback overlapped 50% of the current footprint. Mr. Reynolds stated that there is no way to add onto the home in a logical way and not encroach the rear yard or front yard setback. He also stated that with regard to the interior, he informed the Board that over the existing living room is all vaulted which would represent a substantial change to the existing home. Mr. Reynolds concluded by stating that being at the north end of the home makes the most sense from all sides and asked the Board if they had any questions.

Chairperson Johnson asked Mr. D'Onofrio about the statement in the materials in the second paragraph on page 7 that the flag lot is different than other flag lots.

Ms. Klaassen stated that is what makes it interesting with flag lots is that to a certain degree it is unique. She stated that this may seem unique compared to other flag lots based on the fact that the front yard is from the north and that it is shorter than it is wide. Ms. Klaassen also stated that a lot of flag lots are unique in how the yards are situated. She added that this is a replica of the lot to the east.

Mr. Reynolds stated that on DeWindt Road, they did that home and that the setbacks are completely switched 90 degrees.

Ms. Klaassen noted that one had two front yards so it doesn't compare to this lot.

Chairperson Johnson stated that one of the issues also is that the home is slanted and angled on the lot.

Mr. Reynolds noted that they would not be getting closer to the lot lines with the proposal. He also stated that they are trying to stay in and not exacerbate but expand by a minimal amount and not get closer to the north lot line.

Ms. Hickey asked if they would be maintaining the existing nonconformity.

Mr. Reynolds confirmed that is correct.

Ms. Hickey stated that they are not asking for a greater variation and that it looks from the numbers that it is the same amount.

Mr. Reynolds confirmed that is also correct.

Mr. Lane asked why the home is existing nonconforming when it is not extremely old. He then stated that if the front yard was in a different spot, it would still not be 50 feet.

Mr. D'Onofrio noted that the home was built in 1961 and that the regulations have changed since then. He also stated that he is not sure when the flag lot was created. Mr. D'Onofrio added that there have been a number of changes and that the flag lot regulations predated him. He stated that there were not a lot of issues with flag lots until the past 25 years when people subdivided larger lots into smaller lots. Mr. D'Onofrio also stated that he did not know what subdivision regulations were in place in 1961.

Chairperson Johnson asked if there were any other questions.

Mr. Lane stated that the materials were pretty explanatory.

Mr. Kehoe stated that the flag lot question he had was answered.

Mr. Naumann stated that he had nothing to add.

Chairperson Johnson stated that to clarify, she asked if the existing second floor is attic space.

Mr. Reynolds confirmed that is correct and indicated that it may be 4 feet tall above the current ceiling.

Chairperson Johnson also asked if all of the living space is on the first floor.

Mr. Reynolds confirmed that is also correct.

Chairperson Johnson then referred to the cupola. She asked if it complied with the height requirement.

Ms. Klaassen confirmed that it does comply.

Chairperson Johnson asked if there were any questions from the audience.

Jack MacKay stated that he and his wife live at 1078 Mt. Pleasant in the home immediately to the northeast. He stated that his first comment related to the way in which the project described the improvements which he fully endorsed. Mr. MacKay described it as a wonderful addition to the home. He then stated that he is confused about whether the footprint of the home would be increasing or not and that from the description given, he remained confused. Mr. MacKay also stated that his comment included that there would not be an expansion from the existing setback variation and that the public notice stated that there will be an increase from the existing nonconforming setback. He added that it is not clear whether the footprint of the home would increase or not.

Chairperson Johnson stated that she had the same question.

Ms. Hickey stated that it might be a little on the north.

Mr. Lane asked if the footprint would be increasing 477 square feet.

Mr. MacKay stated that gets to the reason for him to raise his question. He informed the Board that that particular area and the backyard is susceptible to flooding and that 477 square feet would give them an extra 200 to 300 gallons of water per inch of rain not being absorbed. Mr. MacKay noted that their backyard floods with a few inches of rain and that in 2011, after the rain, they had 2 feet of standing water. He also informed the Board that they have catch basins which go to the storm sewer but stated that it is inadequate and that the water flows into their yard which is at grade from both the southeast and from the east. Mr. MacKay then stated that in the immediate area, an expansion of the footprint would likely have an impact on them and their backyard which is a concern to them unless there would be adequate compensatory storage.

Chairperson Johnson stated that she would like to point out that the applicants are well within the impermeable lot coverage requirements. Chairperson Johnson then stated that whenever there is construction, the applicants have to satisfy the Public Works Department and not exacerbate the situation and make it worse. She stated that in this case, with 477 square feet, she is not sure what sort of compensatory storage would be required.

Mr. D'Onofrio stated that he would not comment on whether compensatory storage would be required, but that when a property is located in the flood plain, they have to comply with those guidelines and cannot increase the flow of water onto neighboring properties. He also stated that any plans would require fully engineered and detailed plans to address the draining issues and that no permit would be issued until it met the Village and other governmental requirements.

Mr. MacKay stated that response satisfied him completely.

Ms. Hickey stated that since the setbacks are not changing, she asked where is the 477 square feet coming from.

Mr. Reynolds stated that it only related to the footprint addition and referred to the addition to the front of the home toward the front and the addition of the master bedroom to the back. He noted that they would not be increasing the variation by getting closer to the lot line, but that

they would be increasing the footprint of the home. Mr. Reynolds also stated that a bedroom poked out in the front.

Mr. D'Onofrio informed the Board that it is described in the agenda report and that on page 10 is the site plan which has an illustration showing the condition.

Mr. Reynolds stated that with regard to the proposed site plan, it is a confusing drawing. He then identified the proposed additions for the Board.

Chairperson Johnson stated that the variation would not be increasing but that the footprint would be increasing by 477 square feet and is still within the requirement.

Mr. Lane asked if the setbacks are at the corner of the home.

Mr. Reynolds confirmed that is correct. He informed the Board that was a very conscious decision on their part to not get closer to the lot line.

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 and noted that the Board is a recommending body to the Village Council.

Mr. Kehoe stated that he is in favor of the request and that he did not see how it is expanding the footprint of the building at all within the permissible allowances.

Chairperson Johnson stated that when people have nonconforming homes, if they want to do anything that is not going to correct the nonconformity, they have to come in for a variation. She also stated that although they are not making it worse, they need a variation. Chairperson Johnson described the request as straightforward but that it still has to go to the Board and the Village Council. She reiterated that they would not be exacerbating the nonconformity and would not be removing it.

Ms. Hickey stated that they would be increasing the amount of square feet but not the nonconformity. She then stated that she is in support of the request. Ms. Hickey also commented that the aesthetics are very nice and referred to the pitch of the roof. She concluded by stating that she is okay with supporting the existing nonconformity.

Mr. Lane stated that he is also generally in favor of the request. He also stated that he agreed with Ms. Hickey in that it is a nice design and that they would take a 1961 ranch home and convert it to something which is what the Village encouraged. Mr. Lane then stated that he struggled with where the nonconformity is the issue which is why he asked how did it end up like this. He stated that at the end of the day, it is a big square piece that could result in them having a front yard but no front yard with a 50 foot setback.

Mr. Lane stated that he also struggled with the standards if they were to apply strictly to this situation. He then stated that with regard to reasonable return, clearly, the home is usable and has multiple bedrooms and bathrooms and things they expect with a home of that square footage.

Mr. Lane stated that they are pushing the limits and that it is not a small home and that at the end of the day, it is being built upwards and the fact that the home is built on an angle on the property and the fact that they would have to tear down the home in order to comply with the standards which would be extremely expensive. He stated that is why on the reasonable return issue, they are trying to remodel and refurbish the home and that if they had to tear down and rebuild it so that it is conforming with the setbacks, that would be extremely expensive.

Mr. Lane then stated that with regard to unique circumstances, it is a flag lot but that is not extremely unique. He then stated that the home being built at an angle is somewhat unique to the property but that it is hard to get around standard no. 2. Mr. Lane went on to state that the variation would make the character of the locality better and result in it being more consistent with what you see in Winnetka. He then stated that despite the home being fairly large, it is located far from the neighbors' homes. He concluded by stating that he is generally in favor of the request but when you apply the standards, it cannot be a strict application of the standards.

Mr. Naumann also stated that he struggled with reasonable return if you were to look at the standards at face value. He then stated that given the circumstances of the flag lot, there are a couple of things to take into consideration. Mr. Naumann stated that first, the complete mitigation of the nonconforming variations is not viable and would result in the applicants having to raze the home and start over. He also stated that the fact that there would not be any increase in the variations should be seriously considered and that he is generally in favor of the request.

Mr. Lane added that if you look at a flag lot, he questioned what it does versus a home with multiple access points and referred to the limited ability to place a home on the property. He stated that there is one way in to the home and stated that with regard to the prior variation request, they put the garage in one spot. Mr. Lane stated that it does dictate where you would put the home on the lot which is somewhat unique given that it is a flag lot.

Mr. Naumann asked if for 1086 Mt. Pleasant, were there any changes for that property.

Ms. Klaassen confirmed that there was no variation for 1086 Mt. Pleasant.

Chairperson Johnson referred to paragraphs 5 and 6 of the General Findings and stated that both seemed to apply to this case as they would not be creating any additional nonconformities and there was a lack of alternatives. Chairperson Johnson then stated that she agreed that the angle of the home and the interpretation of where the home is and the flag lot all create unique circumstances. She noted that although their plans would be bringing them close to the maximum GFA, the existing lot size is roughly 5,000 square feet smaller than what is required in the area and that the allowable GFA is based on the existing lot size. Chairperson Johnson stated that she is not concerned about that.

Chairperson Johnson also noted the fact that they would be under the GFA by about 150 square feet. She then stated that whether these kinds of homes fit in with the Winnetka lifestyle standards, there are some areas where this home would be coveted, like California. Chairperson Johnson stated that ranch homes are not the norm in Winnetka and that they would be creating a

two story home with living space on the second floor which is more consistent with the prevailing architectural neighborhood style of Winnetka. She then asked for a motion and noted that the Board is a recommending body.

Ms. Hickey moved to recommend approval of the variations requested for 1088 Mt. Pleasant. She stated that with regard to reasonable return, the home is currently built on an angle and that it is a flag lot. She also stated that while they are maintaining the existing nonconformity, they would not be increasing it. Ms. Hickey stated that having a two story home is compatible with the neighborhood and Winnetka standards.

Ms. Hickey stated that with regard to unique circumstances, she referred to the way in which the home is situated on the flag lot and that having a rear yard and front yard that are considered the front. She stated that the request would not alter the character of the locality and that the light and air to surrounding properties would not be affected. Ms. Hickey stated that there would be no hazard from fire and that the taxable value of the land would not be affected. She concluded by stating that congestion would not increase and that the public health, comfort, morals, welfare and safety of the Village would not be impaired.

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

AYES: Hickey, Johnson, Kehoe, Lane, Naumann

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 Section 17.30.050 [Front Yard Setback] and Section 17.30.070 [Rear Yard Setback] 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. The proposed additions to the existing nonconforming residence will result in a home more typical in the Village and will not increase or create additional nonconformities.
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 existing residence was built at an angle on a flag lot and is considered to be existing legal nonconforming with respect to both the front and rear yard setbacks. The proposed additions will not increase the degree of nonconformity.

3. The variations, if granted, will not alter the essential character of the locality. The proposed additions will in fact make the home more consistent with the prevailing architectural style in the neighborhood and throughout the Village.
4. An adequate supply of light and air to the adjacent property will not be impaired. The existing residence, as well as the proposed additions, is quite a distance from neighboring homes. Therefore, the supply of light and air to the adjacent properties will not be impaired.
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. The structure will continue to be used as a single-family residence.
8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not otherwise be impaired. No evidence was provided to the contrary.

Respectfully submitted,

Antionette Johnson

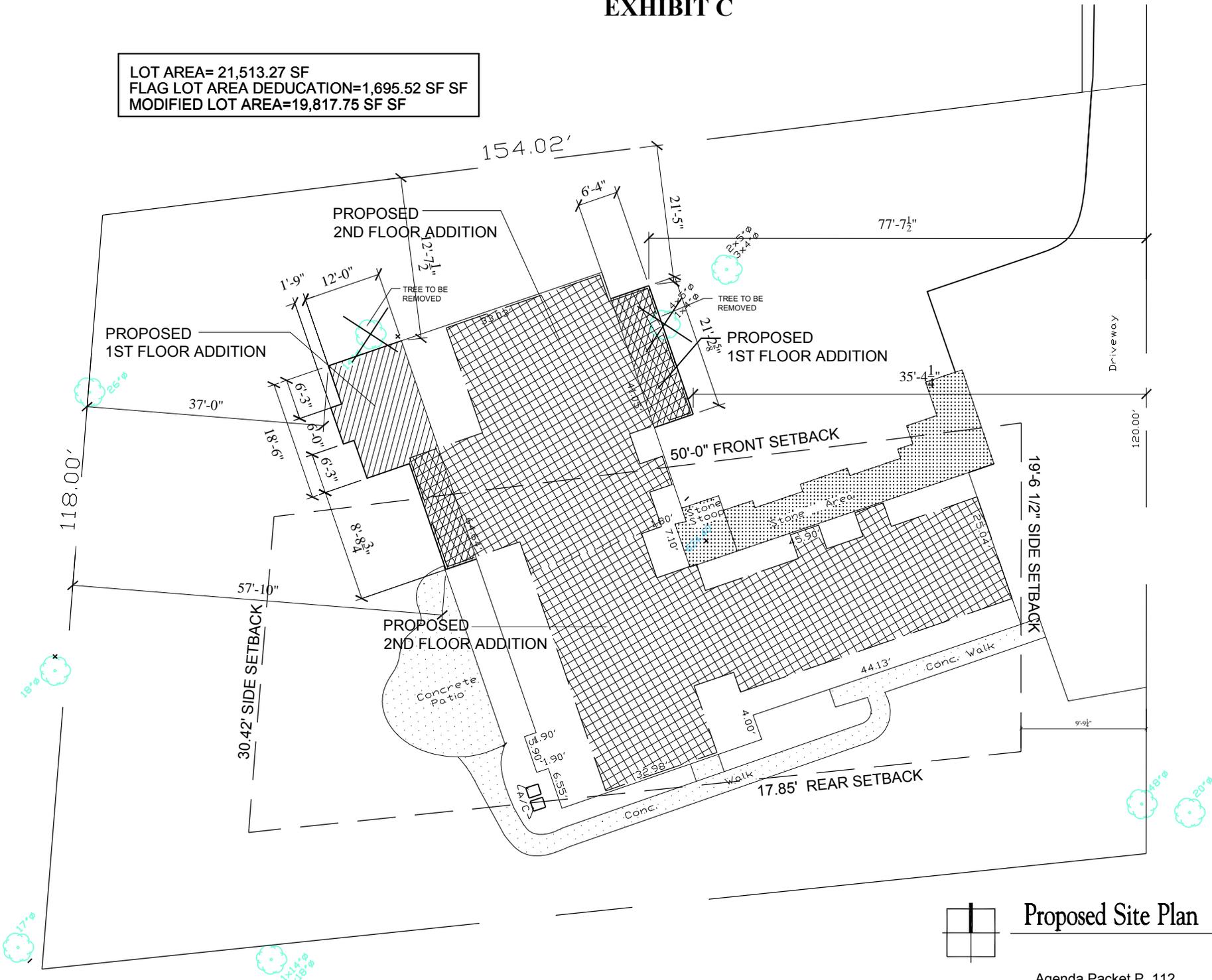
EXHIBIT C

PLANS

(SEE ATTACHED EXHIBIT C)

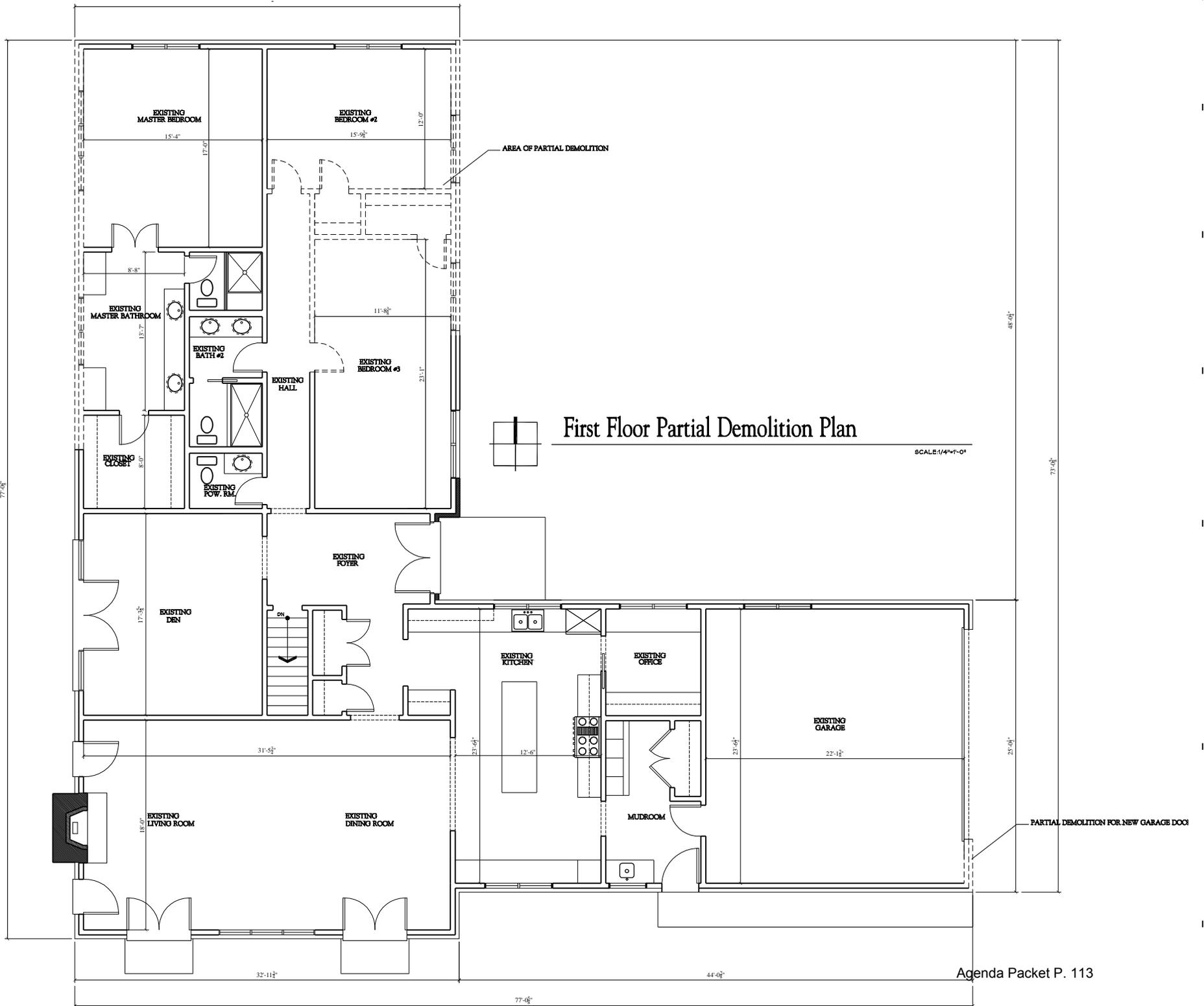
EXHIBIT C

LOT AREA= 21,513.27 SF
 FLAG LOT AREA DEDUCATION=1,695.52 SF SF
 MODIFIED LOT AREA=19,817.75 SF SF



Proposed Site Plan

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



EXISTING MASTER BEDROOM
15'-4"

EXISTING BEDROOM #2
15'-9"

AREA OF PARTIAL DEMOLITION

EXISTING MASTER BATHROOM
8'-8"

EXISTING BATH #2
13'-7"

EXISTING BEDROOM #3
11'-8"

EXISTING HALL
23'-1"

EXISTING CLOSET
8'-0"

EXISTING POW. RM.
8'-0"

First Floor Partial Demolition Plan

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

EXISTING FOYER

EXISTING DEN
17'-3"

EXISTING KITCHEN
12'-6"

EXISTING OFFICE
23'-6"

EXISTING GARAGE
22'-1"

EXISTING LIVING ROOM
18'-0"

EXISTING DINING ROOM
31'-5"

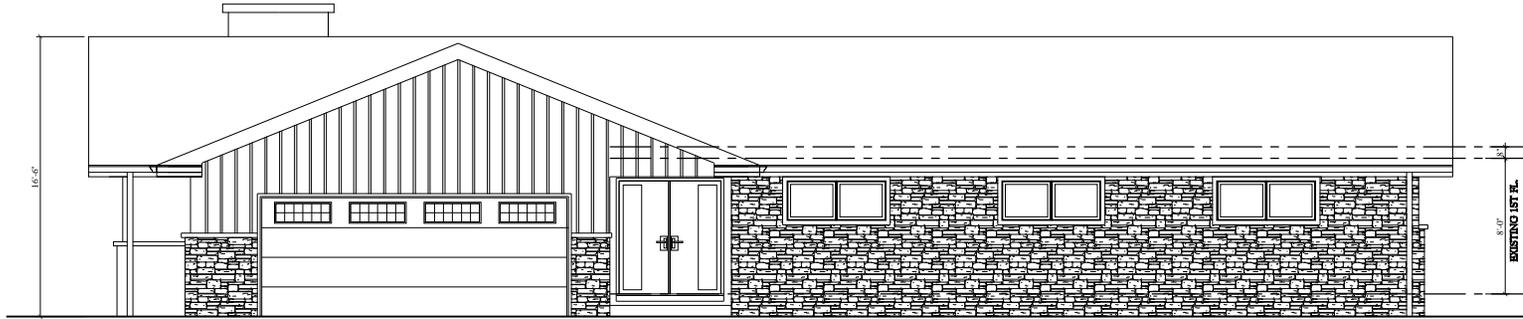
MUDROOM
23'-6"

PARTIAL DEMOLITION FOR NEW GARAGE DOOR

32'-11"

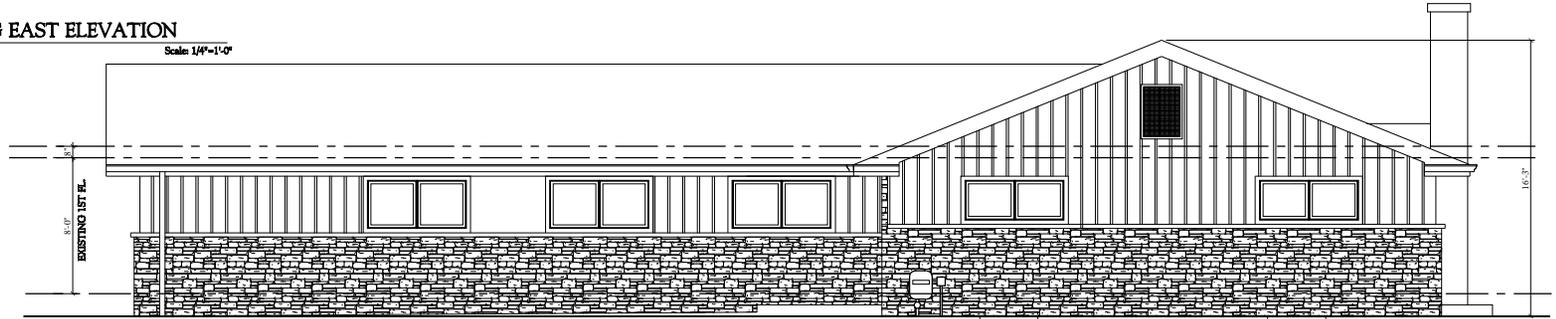
44'-0"

77'-0 1/2"



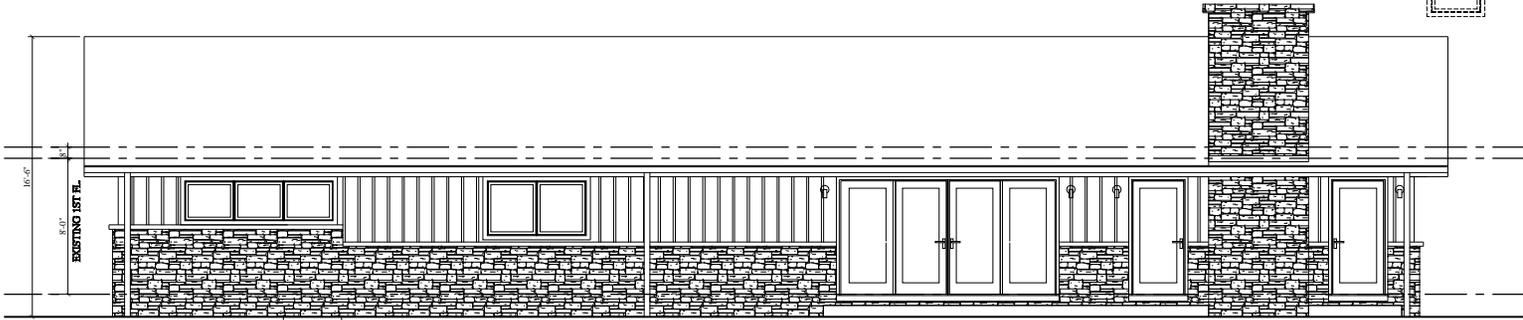
EXISTING EAST ELEVATION

Scale 1/4"=1'-0"



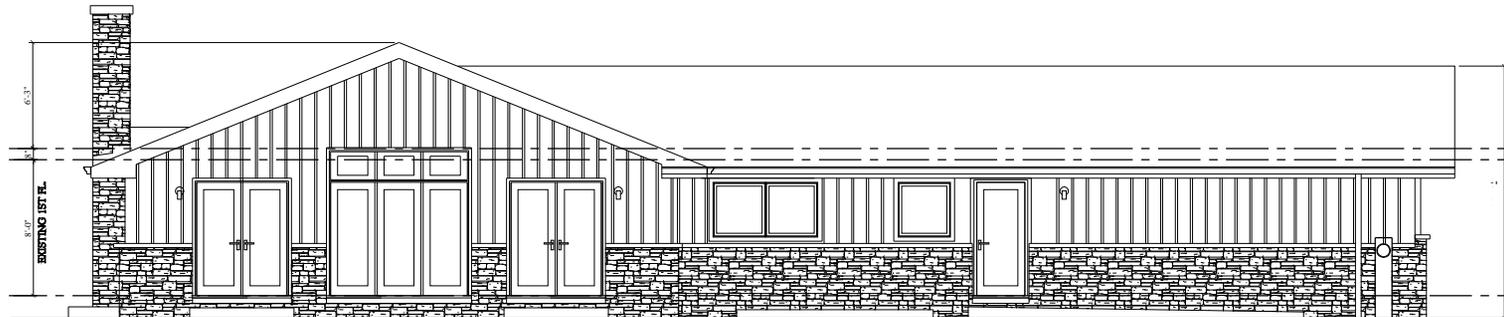
EXISTING NORTH ELEVATION

Scale 1/4"=1'-0"



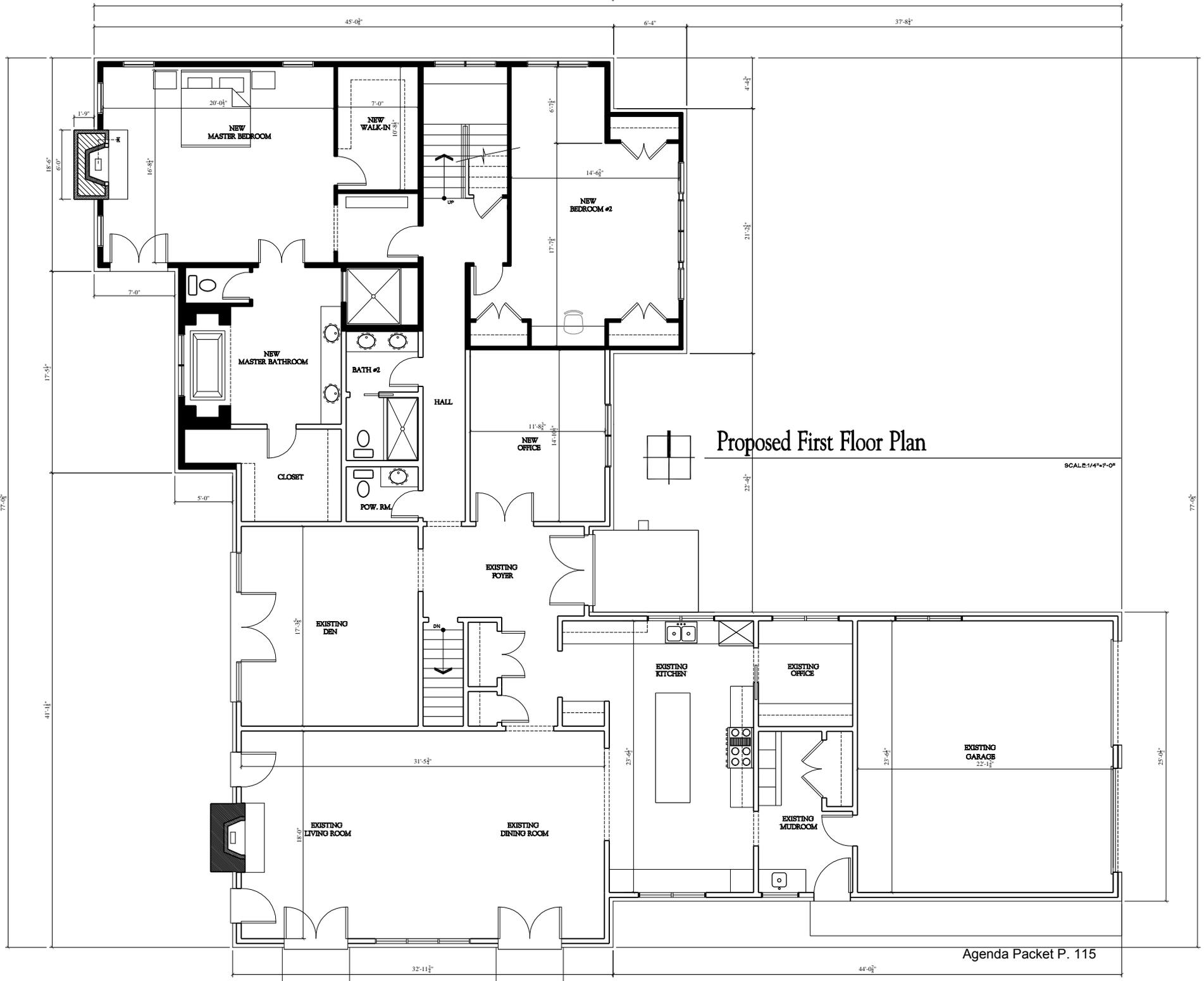
EXISTING WEST ELEVATION

Scale 1/4"=1'-0"



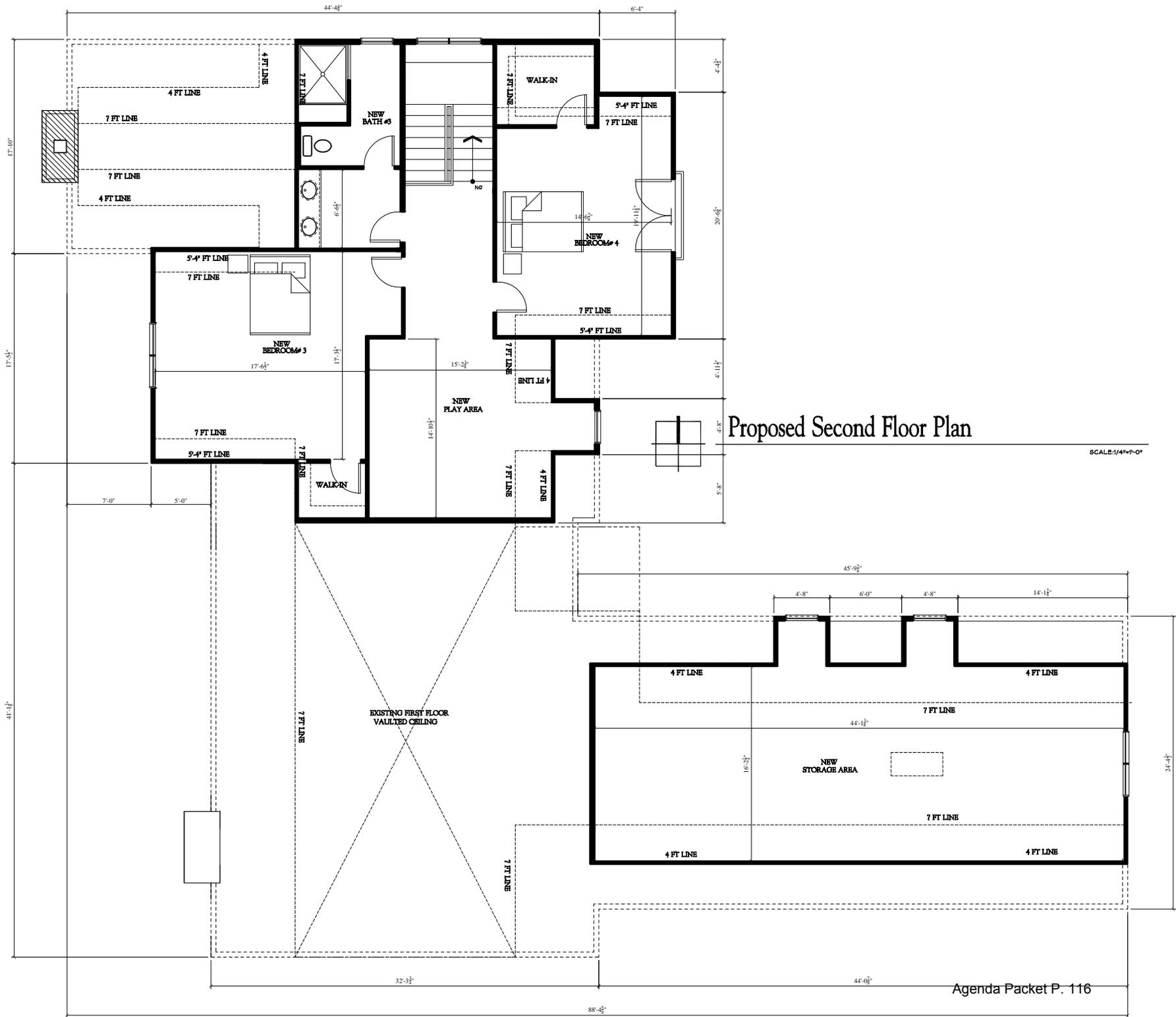
EXISTING SOUTH ELEVATION

Scale 1/4"=1'-0"



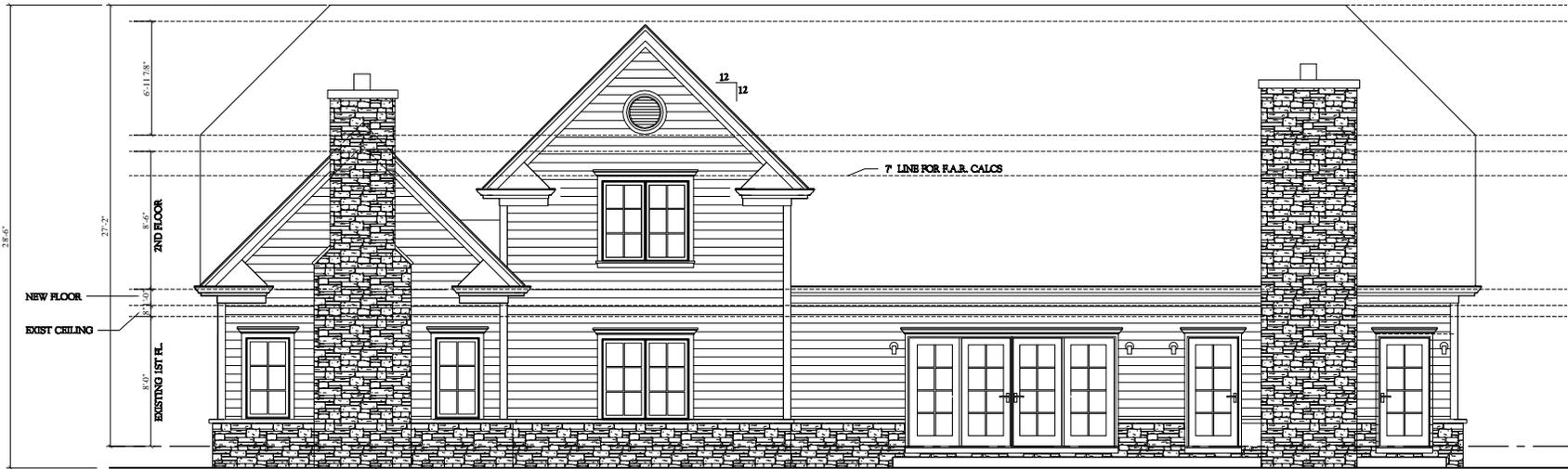
Proposed First Floor Plan

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



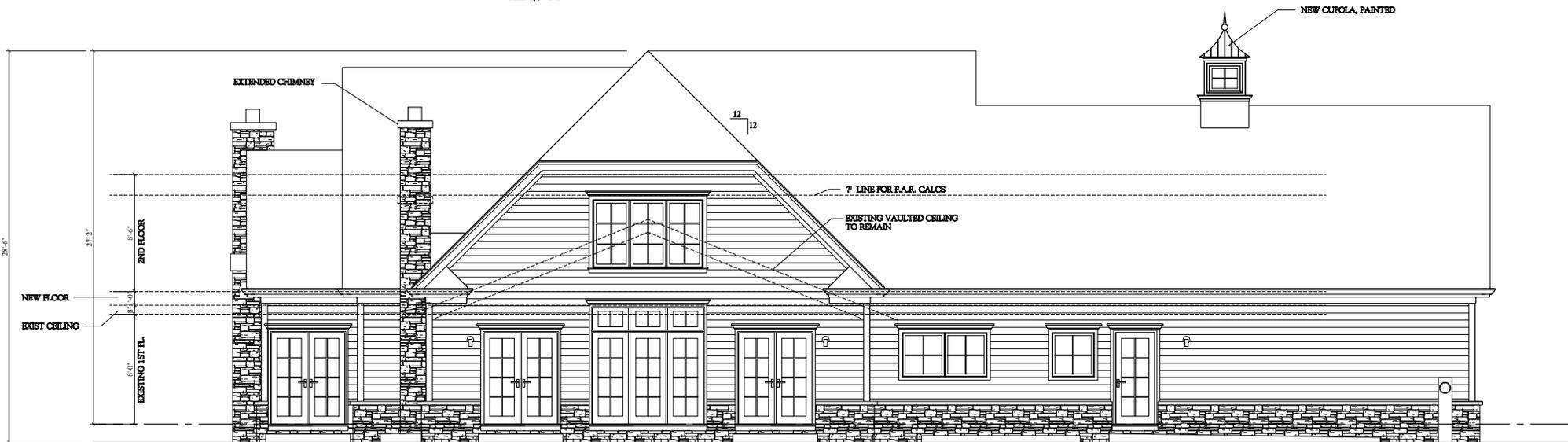
Proposed Second Floor Plan

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



PROPOSED WEST ELEVATION

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



PROPOSED SOUTH ELEVATION

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



PROPOSED EAST ELEVATION

Scale 1/4"=1'-0"



PROPOSED NORTH ELEVATION

Scale 1/4"=1'-0"

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, William and Jody Savino (collectively, "**Applicant**"), are the record title owners of the parcel of real property commonly known as 1088 Mt. Pleasant Road in Winnetka, Illinois ("**Subject Property**"); and

WHEREAS, the Applicant desires to construct two additions and new roof structures on the Building (collectively, "**Proposed Improvement**");

WHEREAS, Ordinance No. M-10-2016, adopted by the Village Council on _____, 2016 ("**Ordinance**"), grants variations from the provisions of the Winnetka Zoning Ordinance to the Applicant to permit the construction of the Proposed Improvements on the existing residence located on the Subject Property; 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: _____, 2016

ATTEST: **WILLIAM SAVINO**

By: _____ By: _____
Its: _____ Its: _____

ATTEST: **JODY SAVINO**

By: _____ By: _____
Its: _____ Its: _____

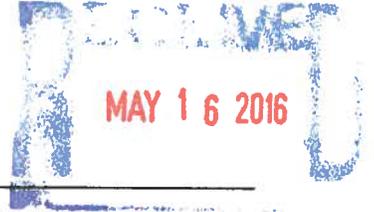
ATTACHMENT C



ATTACHMENT D

CASE NO. 16-10-V2

APPLICATION FOR VARIATION
WINNETKA ZONING BOARD OF APPEALS



Owner Information:

Name: Bill and Jody Savino

Property Address: 1088 Mt. Pleasant

Home and Work Telephone Number: _____

E-mail: 

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

Douglas Reynolds Architect, inc.

1765 Maple St Doug @ ReynoldsArchitecture.com

Northfield, IL 60093 847 962 9740

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

Date Property Acquired by Owner: 8/2012

Nature of Any Restrictions on Property: flagpole lot.

Explanation of Variation Requested: Due to a preexisting zoning condition,
(Attach separate sheet if necessary)
we seek relief to allow for additions and new roof structures
in the front and rear setbacks.

OFFICE USE ONLY VA2016-461

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

[Redacted Signature]

5/11/16
5/11/16

(Proof of Ownership is re

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.

DOUGLAS REYNOLDS ARCHITECTURE

1765 MAPLE STREET SUITE 200 NORTHFIELD, ILLINOIS 60093
847.501.3150 VOICE 847.501.3142 FAXIMILE

WWW.REYNOLDSARCHITECTURE.COM

Variance Proposal The Savino Residence 1088 Mt. Pleasant Winnetka, Illinois

A variation is requested to seek relief from the required front and rear setbacks to allow for a partially habitable 2nd floor attic to be added to the existing residence. Our proposal is to add 2 bedrooms upstairs with a shared bath and small study area. The first floor and basement of the home were completely remodeled and updated in 2012 so only minor changes are proposed for the interior of the existing structure. There are two small additions proposed at the front and rear of the home to create a better looking façade by articulating the floorplan. The very deep overhangs and low roof planes will be replaced with a more appropriate 12/12 pitched roof with 12” soffits, dormers and a cupola to add character.

The reason we are requesting the variance is due to an existing interpretation of the zoning code that has determined that this Flag Lot be treated in a unique manner that is not typically the case in other locations around the village. In effect the required setbacks are reversed so that what would be expected to be the side setbacks are really the front and rear setbacks. This clearly wasn't the case when this home was originally constructed and therefore causes this request to be submitted.

The following are responses to the required Standards for Granting Zoning Variations:

1. The restrictions created by the abnormally deep (50') front setback required in this case is an unfair restriction and definitely impacts the homeowners' ability to modify their home to that meet their family's needs and would limit any potential return on this property in a negative way.
2. As stated above, the hardship for this property is the created by the underlying required setback configuration that was reinterpreted at some point after the construction of the existing home. Therefore, practically any work to the residence would require a variance. This condition was not created by the current owners.

3. The essential character of the surrounding neighborhood will not be negatively affected by granting this variation.
4. The adequate supply of light and air would not be impaired in any way by this proposal. The homes in this area are very far apart.
5. There will not be any increased risk of fire or other damages caused by this proposal.
6. There will not be reduction in the tangible property value to the adjacent neighbors or the Village as a result.
7. There will be no increase in traffic on any public streets due to this proposal.
8. This project will not impair the public health, safety, morals or welfare.

Please feel free to contact me with any questions or comments.

Sincerely,



M. Douglas Reynolds, AIA

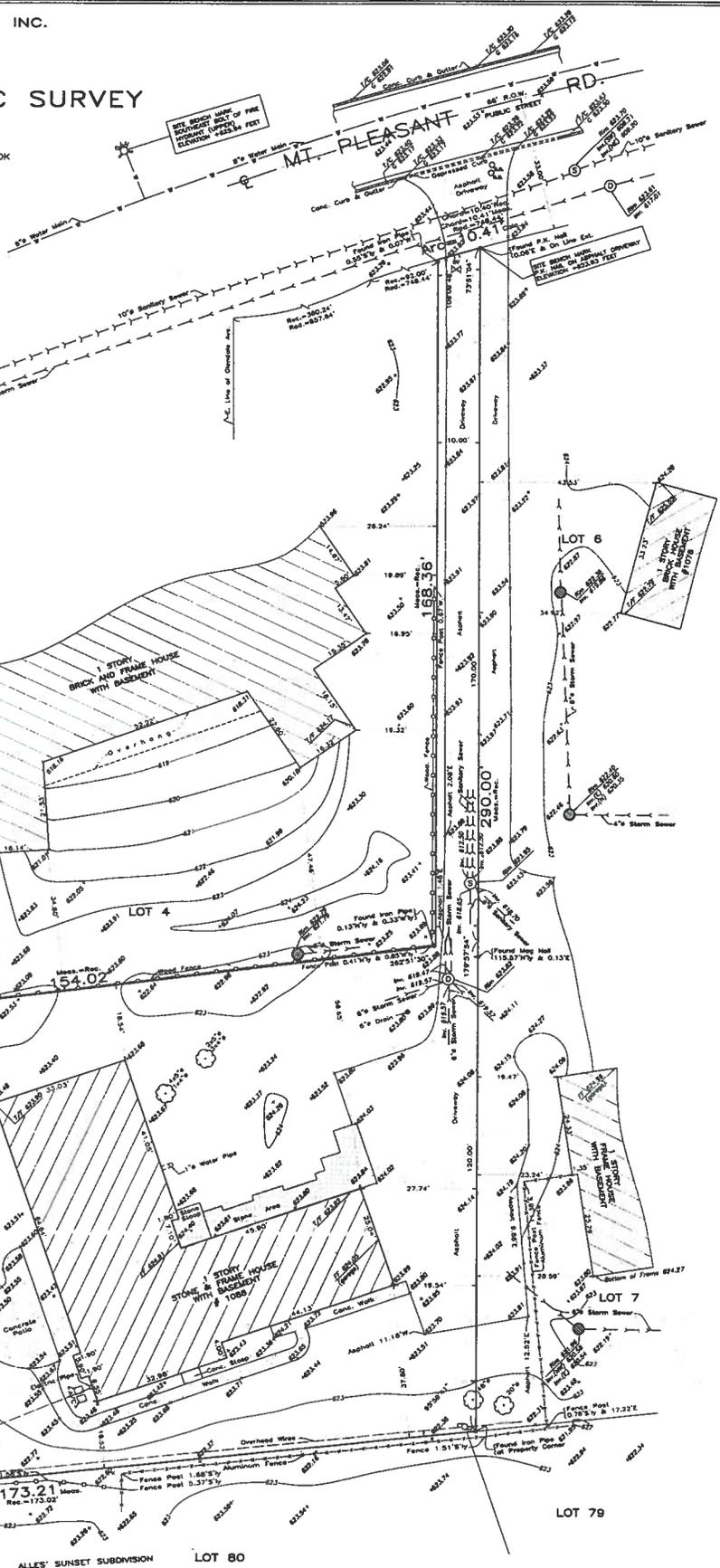
PROFESSIONALS ASSOCIATED SURVEY, INC.

PROFESSIONAL DESIGN FIRM NO. 184-003023
 7100 N. Tripp Ave., Lincolnwood, Illinois 60468
 Tel. (847) 875-3000 Fax (847) 875-2167
 e-mail: po@professionalsassociated.com
 www.professionalsassociated.com

BOUNDARY AND TOPOGRAPHIC SURVEY

OF
 LOT 5 IN LAURIE'S RESUBDIVISION OF LOTS 71, 72, 73 AND 74 IN ALLES SUNSET
 SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20,
 TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
 COUNTY, ILLINOIS.

LAND TOTAL AREA: 21,513.27 SQ. FT. = 0.4938 ACRE
 COMMONLY KNOWN AS: 1088 MOUNT PLEASANT ROAD, WINNETKA, ILLINOIS.



RECEIVED
 MAY 16 2016

- LEGEND:
- CATCH BASIN
 - ⊙ SANITARY MANHOLE
 - ⊕ STORM MANHOLE
 - ⊙ FIRE HYDRANT
 - ⊙ UTILITY POLE
 - ⊙ B.BOX
 - ⊙ GAS VALVE
 - ⊙ TREE
 - T/F - TOP OF FOUNDATION ELEVATION
 - FF - FINISH FLOOR ELEVATION
 - T/C - TOP OF CURB ELEVATION
 - O - OUTER ELEVATION
 - T/W - TOP OF WALL ELEVATION
 - SPOT ELEVATION
 - CONTOUR

THE LEGAL DESCRIPTION SHOWN ON THE PLAT HEREON DRAWN IS A COPY OF THE DEED, AND FOR ACCURACY SHOULD BE COMPARED WITH THE TITLE OF DEED.
 DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.
 BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR ABSTRACTS.
 ORDER NO. 91-08258-D
 SCALE: 1 INCH = 15 FEET
 DATE OF FIELD WORK: JULY 31, 2012
 ORDERED BY: PHILLIP GROSSMAN
 Attorney at Law

NOTES:
 - UNDERGROUND UTILITIES SHOWN HEREON ARE TAKEN FROM OBSERVABLE PHYSICAL EVIDENCE ON THE SURFACE OR FROM VARIOUS UTILITY COMPANY RECORDS. INFORMATION TAKEN FROM RECORDS IS DEEMED APPROPRIATE FOR ACCURATE LOCATIONS. FIELD EXCAVATE OR CONTACT RESPECTIVE UTILITY COMPANY.
 - ALL ELEVATIONS SHOWN HEREON ARE IN REFERENCE TO U.S.C. AND G.S. DATUM (SEE VILLAGE OF WINNETKA BENCHMARK CROSS NOTCH LOCATED ON THE INTERSECTION OF LOCUST STREET AND YELLOW ROAD, IT IS ALSO CENTER OF SECTION 20-42-13, ELEVATION +625.64 FEET (NAVD 88))

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MEASUREMENT STANDARDS FOR A BOUNDARY SURVEY.
 THIS SURVEY HAS BEEN ORDERED FOR SURFACE DIMENSIONS ONLY. THIS IS NOT AN ALTA SURVEY.
 COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.



State of Illinois as County of Cook
 We, PROFESSIONALS ASSOCIATED SURVEY, INC., do hereby certify that we have surveyed the above described property and that to the best of our knowledge, the plat hereon drawn is an accurate representation of said survey.
 Date: August 8, 2012
 Phillip E. Donalson
 License Exp. DATE NOV. 30, 2012
 Agenda Park, P.O. Box 126, Winnetka, IL 60093



Agenda Item Executive Summary

Title: Resolution No. R-40-2016; Approving a Contract with Fairbanks Morse Engine for Repairs to Diesel Generator #8 (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 07/19/2016

Consent: YES NO

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

Item History:

None

Executive Summary:

The Electric Plant contains two diesel generators installed in 1978. Both units were manufactured by Fairbanks Morse Engine and produce 2.5 MW of electricity. A cooling water leak has been identified on Diesel Generator #8. Further investigation has determined that cylinder liner leaks exist. The diesel has been taken out of service until repairs can be completed. Staff is requesting authorization to repair the diesel generator using parts and labor from the original equipment manufacturer (OEM), Fairbanks Morse Engine.

Staff has contacted the OEM, Fairbanks Morse Engine to assist in the repair of the diesel engine. In addition to the required replacement parts, Fairbanks Morse Engine has been asked to provide one Technical Representative to be on-site for the repairs. Water & Electric employees will perform the dis-assembly of the engine in preparation for the installation of the replacement parts. The estimated cost of the repairs is \$139,025.94.

Resolution No. R-40-2016, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest, a contract with Fairbanks Morse Engine.

Recommendation:

Consider adoption of Resolution No. R-40-2016 approving a contract with Fairbanks Morse Engine for Repairs to Diesel Generator #8.

Attachments:

- Agenda Report
- Resolution No. R-40-2016; Approving a Contract with Fairbanks Morse Engine for Repairs to Diesel Generator #8
 - Exhibit A Contract for Engine Repairs

AGENDA REPORT

Subject: Resolution R-40-2016; Approving a Contract with Fairbanks Morse Engine for Repairs to Diesel Generator #8

Prepared by: Brian Keys, Director Water & Electric

Date: July 13, 2016

The Electric Plant contains two diesel generators installed in 1978. Both units were manufactured by Fair Banks Morse Engine and produce 2.5 MW of electricity. While performing a post generation walk down of the Diesel Generator #8, a cooling water leak was identified. Further investigation has determined that cylinder liner leaks exist. The diesel has been taken out of service until repairs can be completed. Staff is requesting authorization to repair the diesel generator using parts and labor from the original equipment manufacturer (OEM), Fairbanks Morse Engine.

Diesel Generator #8 was last operated during a dispatch request from IMEA on June 20, 2016. While performing an inspection of the diesel unit following the generation call, a Plant Operator noticed water leaking from an exhaust fitting. Over the course of two days, the Plant Mechanic performed various tests to determine the origination point of the “jacket water” leak. It has been determined that the engine has a leak in four cylinder liners which indicates failure of the cylinder seals. This requires a significant amount of engine disassembly to address. Replacing just one cylinder liner and seals requires the entire upper portion of the engine to be dismantled. The engine is comprised of 12 cylinders. Combustion occurs between two opposed pistons within a single cylinder liner. The engine contains both an upper and lower crankcase shaft. Pistons are removed by removing the top crankcase shaft and removing them through the top of the engine.

Staff has contacted the OEM, Fairbanks Morse Engine to assist in the repair of the diesel engine. In addition to the required replacement parts, Fairbanks Morse Engine has been asked to provide one Technical Representative to be on-site for the repairs. Water & Electric employees will perform the dis-assembly of the engine in preparation for the installation of the replacement parts. At time of quotation, the repair parts have a manufacturing lead time of several months. Staff requested expediting of the parts. Based on receipt of a purchase order on July 20th, the earliest shipment date for the required parts is October 6th. It is estimated that repairs will take approximately two weeks upon receipt of all replacement parts. This is based on the Fairbanks Morse Engine Technical Representative being on-site for 10 days, working a 10 hour workday, with assistance from Water & Electric employees. Two travel days and lodging are also included in the labor cost.

Labor: \$30,058.00
Parts: \$108,967.94
Total: \$139,025.94

This cost includes replacement of all twelve cylinder liners. This is an estimated cost for the repair prior to disassembly and further inspection. Although only four cylinders are leaking, staff is recommending replacement of all twelve liners due to the amount of work required to disassemble the engine. The engine is not scheduled for replacement in the Electric Fund's five year capital plan. Failure to replace all of the cylinder liners may result in another emergent repair / equipment outage for the same problem. (Note: Based on a 2010 estimate, the purchase cost for a 2 MW diesel generator was estimated at \$1.1M. This did not include any site work, permitting, or building modifications to install the generator.)

Diesel Generator #9 remains in service. A single diesel generator is capable of supplying sufficient electrical power to operate the Water Plant. Both diesels are required for a "black start" event of the Electric Plant. This is a situation whereby the Electric Plant has no outside source of power and the two diesels are needed to operate various pieces of equipment required to bring the boilers and steam turbines on line. In a catastrophic regional power outage, two diesel generators are needed to power the water plant, Village Yards, water reservoir and Winnetka Avenue storm water pumping station.

Generating units at the Electric Plant are under contract with IMEA. Based on their individual outputs, the agency provides a credit on the Village's wholesale electric bill. IMEA has been notified that the Diesel Generator #8 is not available for generation. As a result, the Village will incur a deduction in credit of \$8,160 for each month that the generator is not available.

Similar repairs were performed to Diesel Generator #9 in August 2006. In this instance, ten of the twelve cylinders were found to be leaking. At the August 15, 2006, Village Council meeting, the Village Manager was authorized to complete repairs in an amount not to exceed \$80,000.

Resolution No. R-40-2016, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest, a contract with Fairbanks Morse Engine.

Repair costs for Diesel Generator #8 are not contained in the 2016 Electric Fund Operating and Maintenance Budget. In the prior four years, the Electric Fund's annual Operating and Maintenance budget has consistently closed each twelve month fiscal year an average of \$668,513 under budget.

Recommendation:

Consider adoption of Resolution No. R-40-2016 approving a contract with Fairbanks Morse Engine for Repairs to Diesel Generator #8.

RESOLUTION NO. R-40-2016

**A RESOLUTION APPROVING A CONTRACT WITH
FAIRBANKS MORSE ENGINE FOR REPAIRS TO DIESEL GENERATOR #8**

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

WHEREAS, the Village’s Department of Water and Electric operates a Fairbanks Morse generator known as generator number 8 (“*Generator*”), which is in need of repair (“*Parts and Services*”); and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code the bidding requirements may be waived for contracts which by their nature are not adaptable to competitive bidding; and

WHEREAS, Fairbanks Morse Engine of Houston, Texas (“*Contractor*”), is the only company that readily provides the parts needed for the Parts and Services; and

WHEREAS, the Village desires to enter into an agreement with Fairbanks Morse to provide the Parts and Services to repair the Generator in an amount not to exceed \$139,025.94 (“*Contract*”); and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Contract with Contractor;

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

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

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

SECTION 3: APPROVAL OF CONTRACT. The Village Council approves the Contract in the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if

July 19, 2016

R-40-2016

the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Contract will, at the option of the Village Council, be null and void..

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

ADOPTED this 19th day of July, 2016, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA
CONTRACT FOR ENGINE REPAIRS

This **CONTRACT FOR ENGINE REPAIRS** ("**Contract**") is dated as of the ____ day of _____, 2016 ("**Effective Date**"), and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **FAIRBANKS MORSE ENGINE**, of 12253 FM 529, Houston, Texas 77041 ("**Vendor**").

1. **Contract to Deliver and Install Products**

A. **Purchase of Products and Services**. The Vendor shall deliver to the Village, at the Delivery Address defined below, the products, items, materials, merchandise, supplies, or other items (collectively, the "**Products**") identified by the Vendor in its proposal, which proposal is attached to this Contract as **Exhibit A** ("**Proposal**"), in new, undamaged, and first-quality condition. Vendor further shall further provide the following installation and repair services (collectively, "**Services**"), which Services are more fully described in the Proposal:

Provide an OEM Technical Representative for diesel engine overhaul advisory assistance for the repair, re-assembly and start-up activities of Fairbanks Morse diesel generator. Provide replacement OEM parts required during the overhaul as agreed upon between Fairbanks Morse Engine and the Village of Winnetka. Fairbanks Morse Engine to provide a written report following completion of the overhaul. The Village of Winnetka will provide all craft labor and staff for re-assembly and start-up activities. The engine will be dismantled by the Village of Winnetka prior to the Technical Representative's arrival on-site.

The Products shall be delivered, and Services provided, in accordance with the Vendors 2016 Standard Service Terms and Conditions attached hereto as **Exhibit B**.

B. **Delivery Address**. The Products must be delivered to the following address:

Village of Winnetka
725-735 Tower Road
Winnetka, IL 60093

C. **Performance Standards for Products**. The Vendor agrees that the Products will comply strictly with the specifications for the Products identified in the Proposal. If this Contract specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the Village requires for the Product. However, the Vendor may propose to deliver a Product that is a different brand or model, if the Vendor provides written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

2. **Pricing**

A. **Contract Price**. The Proposal contained in Exhibit A is an estimate only. The Vendor shall deliver the Products to the Village and complete the Services in accordance with the prices set forth in Exhibit A. Notwithstanding anything to the contrary above, in the event the scope of the Products or Services changes due to the actions or decisions of the Village or the actual condition of the generator, Vendor reserves the right to modify its proposal and tender a new proposal for approval by the Village. Vendor shall take, in full payment for all Products and Services, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers. Notwithstanding the foregoing, the Vendor shall not proceed with the delivery of any Products, in the performance of any Services, or expending funds that may be reimbursed by the Village in excess of a total price of \$139,025.94 without the prior express written authorization of the Village Manager.

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

1. The Village is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Proposal. If the Village provides Vendor with a tax exemption certificate acceptable to the appropriate taxing authorities, all claims or rights to claim any additional compensation by reason of the payment of any such tax will hereby be waived and released; and
2. No other applicable federal, state, and local taxes of any kind and nature applicable to the Products and Services are included in the Proposal. The Village will reimburse Vendor for any taxes that are not exempt.

3. Contract Time

The Vendor shall deliver the Products to the Village at the Delivery Address and complete the Services as mutually agreed upon by the Village and Vendor, but in no event later than _____, 2016.

4. Vendor's Representations and Warranties

The Vendor represents and warrants as follows:

A. Compliance with Laws. All Products and Services, and all of their components shall comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq. Every provision required by law to be inserted into this Contract shall be deemed to be inserted herein.

B. Not Barred. The Vendor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

C. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Products and complete the Services.

5. General Provisions

A. Reliance. The Vendor acknowledges and agrees that the Village is relying on all warranties, representations, and statements made by the Vendor in this Contract.

B. Relationship of the Parties. The Vendor shall act as an independent contractor in delivering the Products and completing the Services. Nothing in, nor done pursuant to, this Contract shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Vendor; or (2) to create any relationship between the Village and any subcontractor of the Vendor.

C. Default. If it should appear at any time that the Vendor has failed or refused to complete, or has delayed in the completion of, the delivery of the Products or performance of the Services with diligence at a rate that assures completion of such deliveries and Services in full compliance with the requirements of this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Vendor's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Vendor. The Village may require the Vendor, within a reasonable time, to complete or correct all or any part of such delivery or Services that is the subject of the Event of Default; and to take any or all other action necessary to bring the Vendor, the Products, and the Services into compliance with this Contract.

2. Termination of Contract by Village. The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract after the effective date of termination. Notwithstanding anything to the contrary above, the Village will be responsible to pay Vendor for any work already performed by Vendor at the time of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Vendor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Vendor or as a result of actions taken by the Village in response to any Event of Default by the Vendor.

D. Notice. All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Contract, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 5.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Brian Keys, Director of Water & Electric

Notices and communications to the Vendor shall be addressed to, and delivered at, the following address:

Fairbanks Morse Engine
12253 FM 529
Houston, Texas 77041
Attention: Gary Bennett, Senior Service Supervisor

E. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the Village, the Vendor, and their agents, successors and assigns.

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

G. Time. Time is of the essence in the performance of all terms and provisions of this Contract. Except where specifically stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time excluding Sundays.

H. 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 payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, or the Services, nor operate to waive or otherwise diminish the effect of any representation or warranty made by the Vendor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

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

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

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

L. Governing Law. This Contract shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. All judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal courts shall be brought in the United States District Court of the Northern District of Illinois.

M. Exhibit. Exhibits A and B attached to this Contract are, by this reference, incorporated in and made a part of this Contract. In the event of a conflict between the text of the Exhibit, and the text of this Contract, the text of this Contract will control.

IN WITNESS WHEREOF, the Village and the Vendor have executed this Contract.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

FAIRBANKS MORSE ENGINE

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

PROPOSAL



an EnPro Industries company

12253 FM 529
Houston, TX 77041
Phone 713-896-9455
Fax 713-744-8327

Gary Bennett
Sr. Supervisor,
Central Region Service
gary.bennett@fairbanksmorse.com
HOU-1426, S/R 126186

June 30, 2016

Mr. Jeff Pietka
Winnetka Electric Plant
Winnetka, IL

Subject: 8 TD x 12 cyl OP Repair & Replacement of twelve cylinder liners

Mr. Pietka,

Thank you for allowing Fairbanks Morse Engine to provide assistance with your engine maintenance program. This offer is estimated at ten (10) days on-site at ten (10) hours each (no work on Sunday) and two (2) days travel to & from Winnetka. FME will provide one (1) Tech Rep for the engine repairs and Winnetka will need to provide one technician for safety reasons, and allow access to the facilities and equipment. This offer for the service labor for all 12 cylinder liner replacements will break down as follows;

HOU-1426, Winnetka, IL 38 TD x 12 REPLACE 12 cylinder liners			
Field Services Onsite Labor			
Onsite Labor	Time		Cost
On Site Labor for 1 each Technical Representative	WK DAY ST Hrs.	68	\$ 15,300.00
	WK Day OT Hrs.	20	\$ 6,780.00
	W/E Hours	10	\$ 4,830.00
	ST Travel Hrs.	12	\$ 1,260.00
Tech Rep Labor Sub-Total			\$ 28,170.00
Expenses			
Travel Expenses, 1 each Technical Representatives	Travel	Est.	\$ -
	Per Diem	Est.	\$ 355.00
	Lodging	Est.	\$ 515.00
	Misc.	Est.	\$ 118.00
	Mileage	Est.	\$ 900.00
EXPENSES TOTAL			\$ 1,888.00
Total for Tech Reps Svcs			\$ 30,058.00

Mr. Jeff Pietka
Winnetka Electric Plant

June 30, 2016
page two

The above pricing is an estimate only and solely dependent upon existing condition of the engine and equipment. Actual labor hours; travel, and living expenses accrued will be invoiced per the current 2016 Fairbanks Morse Standard Service Labor Rates (attached). This estimate is for service labor and travel expenses only and does not cover any type of new parts whatsoever. All parts pricing will be provided as a separate quotation. Any additional repairs found necessary or requested will be provided as a separate quotation for your approval prior to repair.

This offer is for the replacement of the liners and the associated hardware. This does not allow for any investigation as to the cause of the failure. There may be additional issues and or charges if there are any fuel systems, vertical drive, or air system problems that are not discovered until disassembly and repairs are made or issues from any test runs and operations. Per our phone discussions, and request for the liner change out, we are not sure what caused the liner cracking and will need to find the cause to prevent further incidents.

Quotation is valid for 90 days

Prices F.O.B. factory commercial domestic packaging

Payment terms: Unless otherwise agreed upon in writing, terms of payment are cash, in United States dollars, in full, within thirty (30) days from date of invoice.

A service charge for late payment may be assessed at an interest rate of 1.5% per month (or such other rate allowable by law). All orders are subject to the approval of company's credit department and company may require full or partial payment in advance.

Please reference Fairbanks Morse Engine quotation number when placing order

Quotation is subject to the accompanying terms & conditions (BF-5398)

Thank you again for allowing Fairbanks Morse Engine to provide this offer. Please feel free to contact Mr. Radean or myself if you have questions or comments.

Best regards,



Gary Bennett
Sr. Service Supervisor
Central Region Service



an InPro Industries company

Coltec Industries Inc
 701 WHITE AVENUE
 BELOIT, WI 53511
 Tel: 608 364 4411
 Fax: 608 364 0382
 www.fairbanksmorse.com

Quote to:

WINNETKA VILLAGE OF
 ATTN: ACCOUNTS PAYABLE
 510 GREEN BAY ROAD
 WINNETKA, IL 60093
 United States
 Attn: JEFF PIETKA Fax:1-847-501-6069

COMMERCIAL QUOTATION			
Quote Number	80120408	Revision Date	
Quote Date	27-JUN-16	Page	1 of 4
Customer Ref.	38 TD X 12 ALL LINERS REPAIR	Customer Req.	HOU-1426, S/R 128186
Payment Terms	NET 30	Freight Terms	Buyer pays freight
F.O.B.	Shipping Point	Currency	USD
Sales Rep	RADEAN, NICK		

PO Item	Item	Qty	Unit	Part Number	Description	RV	Availability to Ship (days)*	Unit Price	Extended
001	1.1	12	EACH	16701769	GASKET,RELIEF VALVE		15	\$4.54	\$54.48
002	2.1	12	EACH	16701148	GASKET,ADAPTER CAFB1 est. item weight = 3/4OZ. each.		15	\$7.69	\$92.28
003	3.1	24	EACH	0N65237.53.68	"O"RING STD. SERIES est. item weight = 2OZ each.		15	\$7.69	\$184.56
004	4.1	12	EACH	16704654	O-RING est. item weight = .8 LBS each.		15	\$2.33	\$27.96
005	5.1	24	EACH	91124607	NUTS, STAINLESS STEE est. item weight = 2 OZ each.		15	\$0.46	\$11.04
006	6.1	72	EACH	81328562	NUTS, PLA STL "SAE H est. item weight = 2 OZ each.		15	\$0.64	\$46.08
007	7.1	24	EACH	16701278	RING,SEAL-ADAPTER CA est. item weight = 2 OZ each.		15	\$0.67	\$16.08
008	8.1	48	EACH	16701280	RING SEAL,ADAPTER CA est. item weight = 2 oz each.		15	\$0.79	\$37.92
009	9.1	36	EACH	16701147	GASKET,ADAPTER CAFB1 est. item weight = 0.25 OZ each.		15	\$6.23	\$224.28
010	10.1	24	EACH	16701279	RING,GLAND ADAPT SEA est. item weight = 1 OZ each.		15	\$2.46	\$59.04
011	11.1	12	EACH	16701842	GASKET,FITTING-PIPE		15	\$5.13	\$61.56
012	12.1	24	EACH	16701772	GASKET,O.P.NOZZLE HO		15	\$2.31	\$55.44
013	13.1	48	EACH	0T65225.35.68	"O"RING est. item weight = 1 OZ each.		15	\$2.31	\$110.88
014	14.1	24	EACH	16107846	GASKET,DECK SEAL		15	\$2.64	\$63.36
015	15.1	12	EACH	16609596	KIT LINER,CYL SUBASS		455	\$7,718.76	\$92,625.12
016	16.1	12	EACH	16102412	RING,SUPPORT-LINER T est. item weight = 2OUNCES each.		15	\$64.09	\$769.08

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COMMERCIAL QUOTATION	
Quote Number	80120408
Quote Date	27-JUN-16
Customer Ref.	38 TD X 12 ALL LINERS REPAIR
Payment Terms	NET 30
F.O.B.	Shipping Point
Sales Rep	RADEAN, NICK
Revision Date	
Page	2 of 4
Customer Req.	HOU-1426, S/R 128186
Freight Terms	Buyer pays freight
Currency	USD

PO Item	Item	Qty	Unit	Part Number	Description	RV	Availability to Ship (days)*	Unit Price	Extended
017	17.1	72	EACH	16704845	RING,PISTON COMPR-ST est. item weight = .75 OZ each.		15	\$47.22	\$3,399.84
018	18.1	24	EACH	16300217	RING,PISTON OIL SCRA est. item weight = 7.5 OZ each.		15	\$148.22	\$3,557.28
019	19.1	48	EACH	16101191	RING,PISTON OIL DRAI est. item weight = 10 OZS each.		15	\$128.17	\$6,152.16
020	20.1	12	EACH	16101192	EXPANDER,PISTON OIL est. item weight = 1 OZ each.		15	\$38.45	\$461.40
021	21.1	96	EACH	0N14012.02.10	PLATE,LOCK- 90 DEG. est. item weight = .1 OZ each.		15	\$1.54	\$147.84
022	22.1	2	EACH	16700552	KIT, GASKET ASSY, TOP est. item weight = 8OZS. each.		15	\$26.92	\$53.84
023	23.1	1	EACH	16200498	GASKET,CONT END COV est. item weight = 8OZS each.		15	\$16.66	\$16.66
024	24.1	2	EACH	16200475	GASKET,SMALL-CONT EN est. item weight = 1LB. each.		15	\$7.69	\$15.38
025	25.1	1	EACH	16100649	GASKET, TOP CVR-BLWR est. item weight = 6 OZ each.		15	\$9.97	\$9.97
026	26.1	8	EACH	16200338	GASKET,INSP COVER-1/ est. item weight = 3 OZ each.		15	\$4.00	\$32.00
027	27.1	2	EACH	17002828	MOTOR ASSEMBLY GREAS		15	\$14.79	\$29.58
028	28.1	4	EACH	17002825	6 X 9 MAROON GENERAL est. item weight = .7 OZS. each.		15	\$1.49	\$5.96
029	29.1	1	EACH	17002826	LOCKWIRE		15	\$24.81	\$24.81
030	30.1	2	EACH	16100825	GASKET,VERT DR INSP est. item weight = 3 OZS each.		15	\$31.99	\$63.98
031	31.1	26	EACH	16101087	GASKET,COVER-C'CASE est. item weight = 1 OUNCE each.		15	\$16.66	\$433.16
032	32.1	48	EACH	81309957N	COTTER PINS, PL STL est. item weight = 1 OUNCE each.		15	\$0.03	\$1.44

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COMMERCIAL QUOTATION	
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Quote Date	27-JUN-16
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Payment Terms	NET 30
F.O.B.	Shipping Point
Sales Rep	RADEAN, NICK
Revision Date	
Page	3 of 4
Customer Req.	HOU-1426, S/R 128186
Freight Terms	Buyer pays freight
Currency	USD

PO Item	Item	Qty	Unit	Part Number	Description	RV	Availability to Ship (days)*	Unit Price	Extended
033	33.1	28	EACH	81310017	COTTER PINS,PL STL est. item weight = 1 OZ each.		15	\$0.26	\$7.28
034	34.1	28	EACH	16701840	GASKET,FITTING CADD2 est. item weight = .1 OZ each.		15	\$0.95	\$26.60
035	35.1	56	EACH	16706635	CAPSCREW,SELF-LOCKIN est. item weight = 3 OZ each.		15	\$1.49	\$83.44
036	36.1	1	EACH	10554847	GASKET C&NAFB7133 D; est. item weight = 3 OZ each.		15	\$3.08	\$3.08
037	37.1	1	EACH	10555055	GASKET CAFB4061A est. item weight = 1OZS. each.		15	\$3.08	\$3.08

* Subject to prior sale, after receipt of order.

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PO Item	Item	Qty	Unit	Part Number	Description	RV	Availability to Ship (days)*	Unit Price	Extended
<p>**AVAILABILITY TO SHIP DAY(s) SHOWN ON QUOTATION IS FAIRBANKS MORSE ENGINE'S STANDARD LEAD TIME. POSSIBLE IMPROVEMENT TO THIS TIME FRAME WILL BE CONDUCTED UPON REQUEST.**</p> <p>QUOTATION IS VALID FOR 90 DAYS</p> <p>PRICES F.O.B. FACTORY COMMERCIAL DOMESTIC PACKAGING</p> <p>PAYMENT TERMS: UNLESS OTHERWISE AGREED UPON IN WRITING, TERMS OF PAYMENT ARE CASH, IN UNITED STATES DOLLARS, IN FULL, WITHIN THIRTY (30) DAYS FROM DATE OF SHIPMENT. A SERVICE CHARGE FOR LATE PAYMENT MAY BE ASSESSED AT AN INTEREST RATE OF 1.5% PER MONTH (OR SUCH OTHER RATE ALLOWABLE BY LAW). ALL ORDERS ARE SUBJECT TO THE APPROVAL OF COMPANY'S CREDIT DEPARTMENT AND COMPANY MAY REQUIRE FULL OR PARTIAL PAYMENT IN ADVANCE.</p> <p>ITEMS SHOWN IN STOCK ARE SUBJECT TO PRIOR SALE</p> <p>PLEASE REFERENCE FAIRBANKS MORSE ENGINE QUOTATION NUMBER WHEN PLACING ORDER</p> <p>PLEASE NOTE: FAIRBANKS MORSE ENGINE HAS A \$50.00 MINIMUM ORDER/SHIPMENT VALUE REQUIREMENT (DOES NOT INCLUDE CERTIFICATION FEES OR FREIGHT CHARGES THAT MAY APPLY)</p> <p>QUOTATION IS SUBJECT TO THE ACCOMPANYING TERMS & CONDITIONS (BF5398)</p>									
									Total: \$108,967.94
CONTACT: GARY BENNETT				FAX: 713-744-8324		SIGNATURE OF FME AUTHORIZED AGENT X <i>Draft only</i>			
TELEPHONE: 713-896-9455				EMAIL: GARY.BENNETT@FAIRBANKSMORSE.COM		NAME AND TITLE OF APPROVER			

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EXHIBIT B

Fairbanks Morse Engine 2016 Standard Services Terms and Conditions

Fairbanks Morse Engine ("FM") will invoice customer ("Purchaser") for standard services in accordance with the following 2016 Service Rates, Billing Terms and Conditions and General Term and Conditions (collectively, the "Terms"). Unless otherwise expressly agreed by the parties in writing, the Terms shall apply to all services provided by FM to Purchaser. Any sale by FM of engines, parts or other goods shall be subject to FM's standard sales terms and conditions of sale of parts or equipment, as applicable. Notwithstanding the foregoing, any goods and services sold for use at or in connection with a Nuclear Facility or Nuclear Installation shall be subject to FAIRBANKS MORSE ENGINE STANDARD TERMS AND CONDITIONS (NUCLEAR).

2016 SERVICE RATES

Service Level Provider	Standard Hourly Rate (Weekday)	Overtime Hourly Rate (Weekday)	Overtime Hourly Rate (Weekend/Holiday)
Mechanic	\$126	\$190	\$275
Field Service Technician	\$165	\$248	\$357
Technical	\$225	\$339	\$483
Technical Supervisor	\$270	\$405	\$468
Analytical Engineer	\$378	\$567	\$810

BILLING TERMS AND CONDITIONS

- A. Weekday Standard hours are defined as Monday to Friday with an 8-hour shift.
- B. Weekday Overtime hours are defined as Monday to Friday exceeding an 8-hour shift.
- C. Weekend hours are defined as all hours on Saturday or Sunday.
- D. Holiday hours for 2016 are defined as all hours on January 1, March 25, May 30, July 4, September 5, November 24-25, December 24-25 & 30-31.
- E. Minimum charge and standby time is four (4) hours at quoted service rates, set forth above.
- F. Travel, lodging, per diem and transportation are invoiced at cost plus 15%.
- G. Travel Time is invoiced at a rate of \$105.00/hour.
- H. Per Diem will be charged at \$60 per day or in accordance with Joint-Travel Regulation (JTR), if applicable.
- I. Mileage will be charged at \$0.75 per mile or in accordance with Joint-Travel Regulation (JTR), if applicable.
- J. Minimum charge for on-site Analytical Engineer is two (2) 12-hour-working days at service rates set forth above.
- K. Stand-by time is defined as time where FM service personnel are available to work, but Purchaser requests that FM service personnel not initiate or perform work.
- L. Travel time is defined as the actual time where FM service personnel is en route to/from work site.
- M. Purchaser-furnished lodging accommodations must meet FM standards. FM reserves the right to accept the accommodations or arrange separate accommodations and invoice Purchaser reasonable amounts therefor. Purchaser assumes all charges related with travel time associated with new accommodations to work site.
- N. For service extending at least 30 calendar days, FM reserves the right to relieve and replace existing service personnel.
- O. Unless otherwise agreed in writing, FM is not responsible for furnishing materials, supplies, utilities, tools for FM service personnel to perform agreed upon service work, at agreed upon work site.
- P. Purchaser warrants that all furnished materials, supplies, utilities and tools are in acceptable working condition to perform service work and require acceptance of FM service personnel. Any delays due to condition of Purchaser-furnished materials, supplies, utilities, and tools are charged at the applicable service rates.
- Q. Purchaser's order will not be subject to cancellation or deferment of scheduled start date without FM's written consent. Upon written cancellation request by Purchaser, service order will be subject to a 25% fee based on the value of the estimate or proposal, or \$1,500.00, whichever is greater. If Purchaser requests cancellation less than thirty (30) days prior to the date on which work from Company is scheduled to commence, the order will be subject to a 50% fee based on the value of the estimate or proposal, or \$5,000.00, whichever is greater. Special items, tooling or subcontractors' charges will be charged at proposed rates plus 25%.
- R. Purchaser shall reimburse FM for any sales, use, value-added, occupation, excise or other tax arising out of the provision of services hereunder or shall provide FM with a tax exemption certificate acceptable to the appropriate taxing authorities.

- S. Unless otherwise agreed upon in writing, terms of payment are cash, in United States Dollars, in full, within thirty (30) days from date of shipment. A service charge for late payment may be assessed at an interest rate of 1.5% per month (or such other rate allowable by law). All orders are subject to the approval of FM's Credit Department and FM may require full or partial payment in advance.

GENERAL TERMS AND CONDITIONS

1. Acknowledgement and Acceptance. Unless specifically set forth and agreed to in writing by FM, all articles and services are sold under these Terms only. Any other rates, terms or conditions, including any set forth on Purchaser's purchase order or other document, unless specifically set forth and agreed to in writing by FM, are rejected and shall be deemed inapplicable notwithstanding any provisions in the Purchaser's purchase order or other document to the contrary. In the event Purchaser accepts any articles or services, such performance by Purchaser shall be deemed to be upon all the terms and conditions contained herein.

2. Delivery. Except as may be specifically set forth and agreed to in writing by FM, delivery will be F.O.B. point of shipment. Shipping or service dates are estimates which are not guaranteed and are based upon prompt receipt of all necessary information.

3. Force Majeure. FM shall in no event be liable for delays or failure to perform caused by fire, acts of God, strikes, labor difficulties, acts of governmental or military authority, delays in transportation or in procuring materials or any other event beyond FM's control.

4. Warranty. FM warrants to Purchaser that for a period of 90 days after the performance of the services provided hereunder such services shall be performed in a professional and workmanlike manner. FM further warrants that, to the extent applicable, for the same period, all services performed shall conform to the written specifications agreed between the parties, if any. THESE ARE FM'S ONLY WARRANTIES. FM MAKES NO OTHER WARRANTY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. As a condition to FM's obligations hereunder for breach of warranty, Purchaser shall offer its reasonable cooperation and assist FM in the course of FM's review of any warranty claim. FM reserves the right to reimburse Purchaser for an amount equal to the purchase price of any defective services in lieu of providing replacement services. Anything contained herein to the contrary notwithstanding, in no event shall FM be liable for breach of warranty or otherwise in any manner whatsoever for: (i) normal wear and tear; (ii) corrosion, abrasion or erosion; (iii) any goods, components, parts, software or services which, following delivery or performance by FM, has been subjected to accident, abuse, misapplication, modification, improper repair, alteration, improper installation or maintenance, neglect, or excessive operating conditions; (iv) defects resulting from Purchaser's specifications or designs or those of its contractors or subcontractors other than FM; (v) defects associated with consumable parts or materials, the lifetime of which is shorter than the warranty period set forth in this Section; (vi) defects associated with Purchaser's specifications or designs or those of its contractors or subcontractors other than FM; (vii) defects resulting from the manufacture, distribution, promotion or sale of Purchaser's own products; (viii) accessories of any kind used by the Purchaser which are not manufactured by or approved by FM or (ix) the cost of any repairs or alterations made by others except those repairs or alterations made with its specific written consent. FM's obligation and liability with respect to such warranty shall be limited to the amount received by it from Purchaser on account of such services and to claims asserted by Purchaser within ninety (90) days following completion of such services. This warranty does NOT apply in the event FM determines that additional work is required in order to complete repairs, but that additional work is not approved by Customer.

5. Limitation of Liability. IN NO EVENT SHALL FM BE LIABLE FOR SPECIAL, INDIRECT, COLLATERAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF POWER OR PRODUCTION, VESSEL DOWNTIME OR DELAYS, DRY DOCK EXPENSES, OR FOR LOST CHARTERS OR ALTERNATE TONNAGE OR SUBSTITUTE TOWS OR LOSS OF PROFITS. THE REMEDIES OF PURCHASER AS SET FORTH HEREIN, ARE EXCLUSIVE. THE LIABILITY OF FM, ON ANY CLAIM OF ANY KIND, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS CONTRACT, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY EQUIPMENT COVERED BY OR FURNISHED UNDER THIS CONTRACT SHALL IN NO CASE EXCEED THE AMOUNT PAID TO FM BY PURCHASER UNDER THIS CONTRACT FOR THE SERVICES GIVING RISE TO SUCH LIABILITY, AND UPON EXPIRATION OF THE WARRANTY PERIOD ALL SUCH LIABILITY SHALL TERMINATE. THE FOREGOING SHALL CONSTITUTE THE SOLE LIABILITY OF FM.

6. Laches. Failure of FM to exercise any right or remedy under these Terms shall not be deemed a waiver of such right, nor shall any lien or other right of FM be lost or impaired by laches or in any manner or by any act of failure to act except by payment in full to FM.