

**Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
January 7, 2020
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) January 14, 2020 Study Session
 - b) January 21, 2020 Regular Meeting
 - c) February 4, 2020 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) December 10, 2019 Study Session.....3
 - ii) December 17, 2019 Regular Meeting5
 - b) Approval of Warrant List dated December 13, 2019 - January 2, 2020.....8
 - c) Resolution No. R-3-2020: Tenth Extension of Landscape Waste Hauling Contract (Adoption).....9
 - d) Resolution No. R-4-2020: Approving The Purchase of Ford F-550 Truck From Sutton Auto Group (Adoption).....17
- 8) Ordinances and Resolutions
 - a) Ordinance No. M-1-2020: 1015 Tower Court - Sole + Luna - Special Use Permit (Introduction/Adoption)41
 - b) Ordinance No. M-2-2020: 419 & 429 Sheridan Road Consolidation Final Plat, Variations and a Special Exception (Introduction & Adoption)66

- c) Stormwater
 - i) Resolution No. R-1-2020: Intergovernmental Agreement with District 36 for Stormwater Improvements at Crow Island School (Adoption)111
 - ii) Public Hearing
 - (1) Resolution No. R-2-2020 - Crow Island School Zoning Relief in Conjunction with Village Stormwater Improvements (Public Hearing & Adoption)218
- 9) Old Business: None.
- 10) New Business: None.
- 11) Appointments
- 12) Closed Session
- 13) Adjournment

NOTICE

All agenda materials are available at [villageofwinnetka.org](http://www.villageofwinnetka.org) (Government > Council Information > Agenda Packets & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2nd floor). Webcasts of the meeting may be viewed on the Internet via a link on the Village’s web site: <http://www.villageofwinnetka.org/government/village-videos/>.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-353546; T.D.D. 847-501-6041.

**MINUTES
WINNETKA VILLAGE COUNCIL STUDY SESSION**

December 10, 2019

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, December 10, 2019, at 7:00 p.m.

1) Call to Order. President Pro Tem Cripe called the meeting to order at 7:03 p.m. Present: Trustees Robert Dearborn, Penny Lanphier, John Swierk, and Anne Wedner. Absent: President Chris Rintz and Trustee Jack Coladarci. Also in attendance: Village Manager Robert Bahan, Village Attorney Ben Schuster, Finance Director Tim Sloth, Assistant Finance Director Tony Vazquez, and no persons in the audience.

2) Public Comment. None.

3) Reports.

Trustee Swierk commented that the Village's holiday tree lighting was a great success.

Trustee Wedner announced that she was retiring from the Village Council and moving to Florida to train campaign workers for the 2020 Presidential election. She commended the Village for being well-run by open-minded, thorough, and intelligent Council and staff. She advised the Council to stay open to new and creative housing arrangements in Winnetka, and suggested more density options for development projects. She also suggested developing mechanisms to gather community input and encourage community participation in Village Council meetings.

[Trustee Coladarci arrived at 7:13 PM.]

4) Public Safety Pension Update. Mr. Sloth presented the asset allocation for each pension fund, and noted that the funds are in compliance with the investment strategy mandated by State Statute.

John O'Malley, President of the Police Pension Fund Board, presented the status of the funds. He noted that the Village's lower assumptions on investment return and shorter time horizon to hit its target of 100% funding contribute negatively to the funding ratio calculations; however, he stressed that the actual funds did not shrink, and Winnetka has established a strong funding base with its conservative approach. He explained that the pension funds are value weighted, not growth weighted, which can be painful in the short term, but has proven a successful strategy for the long term.

The Council discussed pension funding at length and concerns were expressed about the upcoming pension consolidation project. Trustee Dearborn noted that the Village has been a good steward of the funds over time, but now will lose control over how the consolidated funds are invested. Whether the scheme is good for Winnetka remains to be seen.

Attorney Schuster explained that the General Assembly has not yet decided how much authority municipalities will have over the consolidated funds.

Mr. Sloth reviewed provisions of the new consolidation legislation:

- Consolidation is mandatory, and the law takes effect January 1, 2020.
- A 9-member transition board will be appointed within a month of the effective date of the legislation, and will consist of 3 municipal members, 3 active duty members, 2 retirees, and 1 IML member. The transition board will serve until a qualified permanent board (with the same member makeup) is elected.
- Local pension fund assets must be audited by the Department of Insurance, certified, and then transferred within 10 days of that certification. All funds must be transferred no later than 30 months from January 1, 2020.
- The new consolidated fund managers will have sole discretion over actuarial assumptions (rates of return, amortization periods, and funding targets).
- Consolidated pension fund assets will be maintained separately from the State treasury; healthier funds will not subsidize other funds.

The Council discussed uncertainties about pension contributions under the new model, and concern was expressed that funds that have not been well-managed will be subsidized by healthier funds like Winnetka's. Attorney Schuster noted that no one is sure what will happen, but the Village has the 30-month period to implement tactics to position the funds for a seamless transition to the new system.

- 5) Closed Session. None.
- 6) Adjournment. Trustee Coladarci, seconded by Trustee Wedner, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:40 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
December 17, 2019**

(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, December 17, 2019, at 7:00 p.m.

- 1) Call to Order. President Pro Tem Cripe called the meeting to order at 7:00 p.m. Present: Trustees Jack Coladarci, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: President Chris Rintz. Also present: Village Manager Robert Bahan, Village Attorney Peter Friedman, and approximately 4 persons in the audience.
- 2) Pledge of Allegiance. Trustee Lanphier led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) January 7, 2020 Regular Meeting. All of the Council members present except Trustee Swierk said they expect to attend.
 - b) January 14, 2020 Study Session. All of the Council members present said they expect to attend.
 - c) January 21, 2020 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment.

Jeffrey Liss, 640 Winnetka Mews. Mr. Liss suggested if the Council ever decides to allow legal cannabis sales in the Village that it set the purchasing age to 25 or 26 based upon current understanding of brain development in young people. He also thanked the Council for the great work it does throughout the year.

Becky Sanderson, 1507 Edgewood. Ms. Sanderson urged the Village to keep in mind the impacts on local businesses when it is implementing streetscape projects. She said the community values local businesses, and shopping local is an important factor in making Winnetka feel like home.

Jim King, 235 Linden. Mr. King explained he was part of a neighborhood group that explored the feasibility of burying utility lines in an area between Winnetka Avenue and Willow Road. He suggested the Village amend provisions in Section 13.08.230 of the Village Code that require a 90% majority of residents to approve an undergrounding project. He asked the Council to provide leadership on the issue of underground utility lines, and offered his assistance on the issue. Manager Bahan proposed discussing the matter at a future Study Session, once staff has gathered information to facilitate the discussion. He noted that the current budget does not contain funds for discretionary undergrounding projects.

5) Reports:

a) Trustees.

i) Trustee Lanphier reported on the most recent Community Conversations; she also noted that one of Winnetka's greatest charms is the walkability of its neighborhoods.

b) Attorney. None.

c) Manager. None.

d) Village President. Village President Pro Tem Cripe said the Village has concluded its lengthy stormwater negotiations with District 36, and President Rintz was at the District 36 Board Meeting presenting the intergovernmental agreement to allow stormwater storage on District 36 land. A Park District agreement is expected to be approved in the near future. He also reported that he has received several emails about a gas-powered leaf blower ban, and looks forward to future discussions on the issue.

6) Approval of the Agenda. Trustee Coladarci, seconded by Trustee Lanphier, moved to approve the Agenda. By voice vote, the motion carried.

7) Consent Agenda

a) Village Council Minutes.

i) November 19, 2019 Regular Meeting.

ii) December 3, 2019 Regular Meeting.

b) Approval of Warrant List dated November 28 - December 12, 2019 in the amount of \$765,673.82.

c) Ordinance No. MC-10-2019: Amending the Village Code Concerning Cannabis and Drug Paraphernalia (Adoption).

d) Resolution No. R-91-2019 Approving a Purchase Order with US Digital Designs for a New Fire Station Alerting System (Adoption).

e) Resolution No. R-92-2019: GIS Service Provider Agreement (Adoption).

f) Resolution No. R-93-2019 Purchase of Police Vehicle (Adoption).

g) Resolution No. R-94-2019: Approving Change Order No. 8 to the Contract With B-Max Inc. For Electric Distribution System Work (Adoption).

h) Resolution No. R-95-2019: Use of MFT Funding for Street Resurfacing (Adoption).

i) Village Council Meeting Schedule for 2020.

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

8) Ordinances and Resolutions.

- a) 150th Closing Proclamation. President Pro Tem Cripe explained that the year of celebrating Winnetka's 150th anniversary of becoming an Illinois chartered municipality is coming to a close. The Village of Winnetka and its community partners held a number of special events throughout the year to commemorate this milestone year, which will close with a formal Proclamation thanking all who helped make the year a great success. He then read the Proclamation aloud, after which Trustee Lanphier thanked Village staff for its hard work to ensure the success of the events.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session. None.

13) Adjournment. Trustee Dearborn, seconded by Trustee Lanphier, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 7:25 p.m.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated December 13, 2019 - January 2, 2020

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 01/07/2020

Consent: YES NO

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

Item History:

None.

Executive Summary:

The Warrant List dated December 13, 2019 - January 2, 2020 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated December 13, 2019 - January 2, 2020.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-3-2020: Tenth Extension of Landscape Waste Hauling Contract (Adoption)

Presenter: Steven M. Saunders, Director of Public Works/Village Engineer

Agenda Date: 01/07/2020

Consent: YES NO

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

Item History:

2020 Budget Item

Executive Summary:

The Village has a contract with Thelen Sand & Gravel of Antioch, IL to provide transport and disposal services for yard waste collected by the Village. Under Illinois law, yard waste may no longer be disposed of in landfills; it must be composted. The Village maintains a landscape waste transfer station at the former landfill at 1390 Willow Road. The Village refuse crew collects the landscape waste and deposits it at the transfer site on the landfill. Thelen then hauls the material offsite within 72 hours of deposit, and composts the material at their compost site in Antioch.

The current contract was initiated for the period April 1, 2006 through March 31, 2007, at a contract price of \$6.94 per cubic yard. The contract allows for up to 5 one-year extensions with a rate adjustment based on the percent change in the Chicago CPI. The contract price was adjusted to \$7.00 in 2007, and Thelen has agreed to hold their price since that time. The operation has gone extremely smoothly over the life of the contract. Last year, Thelen requested to extend the contract with all original terms and conditions, and to hold pricing. Thelen again wishes to extend the contract for an additional year. Staff has been very pleased with the operation and also wishes to extend the contract. Thelen has agreed to hold their prices at the contract rate of \$7.00 per cubic yard.

Recommendation:

Consider adopting Resolution No. R-3-2020 waiving bidding requirements and authorizing another one-year extension of the current landscape waste hauling contract with Thelen Sand & Gravel of Antioch, IL for \$7.00 per cubic yard.

Attachments:

Resolution No. R-3-2020
Extension agreement
Price extension letter

RESOLUTION NO. R-3-2020

**A RESOLUTION WAIVING BIDDING AND APPROVING AN AMENDMENT
TO AN AGREEMENT WITH THELEN SAND AND GRAVEL, INC.
FOR LANDSCAPE WASTE REMOVAL WORK**

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

WHEREAS, on March 7, 2006, the Village entered into an agreement (“*Agreement*”) with Thelen Sand and Gravel, Inc. (“*Contractor*”), for the performance of work necessary to remove and haul landscape waste (“*Work*”); and

WHEREAS, pursuant to Section V.A of the Agreement, the initial term of the Agreement expired on March 31, 2007 and the Agreement was renewed annually through March 31, 2011; and

WHEREAS, the Village and the Contractor have amended and extended the Agreement for nine additional one-year extension terms, and the ninth extension term will expire on March 31, 2019; and

WHEREAS, the Village Council desires to enter into a tenth amendment to the Agreement (“*Tenth Amendment*”) to extend and renew the Agreement for a ninth extension term that will expire on March 31, 2021 (“*Extension Term*”); and

WHEREAS, the Village has appropriated sufficient funds for the procurement of the Work pursuant to the Tenth Amendment during the Extension Term; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council desires to waive competitive bidding and enter into the Tenth Amendment with Contractor for the performance of the Work during the Extension Term; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to waive competitive bidding and enter into the Tenth Amendment with Contractor;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village’s Purchasing Manual, and the Village’s home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Work for the Extension Term.

January 7, 2020

R-3-2020

SECTION 3: APPROVAL OF TENTH AMENDMENT. The Village Council approves the Tenth Amendment in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE TENTH AMENDMENT. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Tenth Amendment after receipt by the Village Manager of two executed copies of the final Tenth Amendment from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Tenth Amendment from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Tenth Amendment will, at the option of the Village Council, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law by two-thirds of the Trustees.

ADOPTED this ____ day of January, 2020, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
TENTH AMENDMENT

**TENTH AMENDMENT TO AGREEMENT
BETWEEN THE VILLAGE OF WINNETKA AND
THELEN SAND AND GRAVEL, INC.
FOR LANDSCAPE WASTE REMOVAL WORK**

THIS IS A TENTH AMENDMENT (“*Tenth Amendment*”), dated as of _____, 2020, to that certain Agreement dated as of March 7, 2006 (“*Agreement*”), between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (“*Village*”), and **THELEN SAND AND GRAVEL, INC.**, a Delaware corporation (“*Contractor*”).

RECITALS

WHEREAS, on March 7, 2006, the Village and the Contractor entered into the Agreement for the Contractor to remove and haul landscape waste from a landscape waste transfer site owned by the Village (“*Work*”); and

WHEREAS, pursuant to Section V.A of the Agreement, the initial term of the Agreement expired on March 31, 2007 and the Agreement was renewed annually through March 31, 2011; and

WHEREAS, the Village and the Contractor have amended and extended the Agreement for nine additional one-year extension terms, and the ninth extension term will expire on March 31, 2020; and

WHEREAS, the Village and the Contractor desire to: (i) extend and renew the Agreement until March 31, 2021 (“*Extension Term*”); and (ii) set forth the fees the Village will pay Contractor for the performance of the Work during the Extension Term, all in accordance with the provisions of this Tenth Amendment;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Tenth Amendment, the receipt and sufficiency of which are hereby acknowledged, the Village and the Contractor agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are hereby incorporated into, and made a part of, this Tenth Amendment as if fully set forth herein.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. All initial-capitalized words and phrases used throughout this Tenth Amendment have the meanings set forth in the various provisions of this Tenth Amendment. If a word or phrase is not specifically defined in this Tenth Amendment, it has the same meaning as in the Agreement.

B. Rules of Construction. Except as specifically provided in this Tenth Amendment, all terms, provisions and requirements contained in the Agreement remain

unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Tenth Amendment, the text of this Tenth Amendment controls.

SECTION 3. EXTENSION AND RENEWAL.

The Village and the Contractor hereby extend and renew the Agreement for the Extension Term, which will expire on March 31, 2021.

SECTION 4. FEES.

Notwithstanding any contrary provision of the Agreement or of any previous amendment and extension of the Agreement, during the Extension Term the Village will pay the Contractor for the Work at the rate of \$7.00 per cubic yard of landscape waste removed and hauled from the landscape waste transfer site by the Contractor. All references in the Agreement to compensation for the Work will hereafter be deemed to refer to the compensation set forth in this Section 4.

SECTION 5. REPRESENTATIONS.

A. By Village. The Village hereby represents and warrants that: (1) the persons executing this Tenth Amendment on its behalf have been properly authorized to do so by the Village Council of the Village of Winnetka; (2) it has full power and authority to execute and deliver this Tenth Amendment and to perform all of its obligations imposed pursuant to this Tenth Amendment; and (3) this Tenth Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

B. By Contractor. The Contractor hereby represents and warrants that: (1) the persons executing this Tenth Amendment on its behalf have full authority to bind the Contractor to the obligations set forth in this Tenth Amendment and to so act on behalf of the Contractor; (2) it has full power and authority to execute and deliver this Tenth Amendment and to perform all of its obligations imposed pursuant to this Tenth Amendment; and (3) this Tenth Amendment constitutes a legal, valid and binding obligation of the Contractor enforceable in accordance with its terms.

SECTION 6. COUNTERPART EXECUTION.

This Tenth Amendment may be executed in several counterparts, each of which, when executed, will be deemed to be an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Tenth Amendment to the Agreement as of the day and year first above written.

VILLAGE:

VILLAGE OF WINNETKA, an Illinois home rule municipal corporation

ATTEST:

By: _____
Robert M. Bahan
Village Clerk

By: _____
Christopher Rintz
Village President

CONTRACTOR:

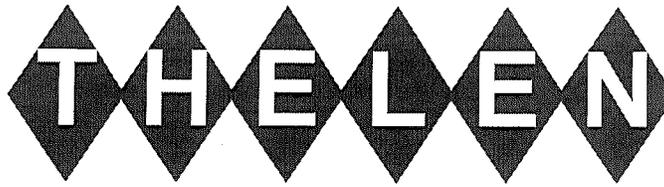
THELEN SAND AND GRAVEL, INC.
a Delaware corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

#63395336_v1



Illinois Orders

(847) 395-3313 Antioch

(815) 675-6613 Spring Grove 28955 W Rte 173, Antioch, IL 60002

(847) 662-0760 Waukegan

Sand & Gravel, Inc.

Wisconsin Orders

(262) 862-2324

(800) 537-2324

Doing business in Wisconsin as Wilmot Ready-Mix & Westosha Airport
Ready-Mixed Concrete • Aggregates • Excavating • Septics • Building Materials

December 27, 2019

Village of Winnetka
510 Greenbay Road
Winnetka, IL 60093

Fax#: 847-716-3561

E mail: ssaunders@winnetka.org

Phone #: 847-716-3534

Steve Saunders,

This is a request to renew Village of Winnetka contract for Leaf Hauling/Disposal Services for one additional year at the same pricing structure as in 2019. All original terms, conditions and pricing are in effect for the term of this requested renewal. The extension period would be valid for the 2020 Leaf Season.

If you have any questions or concerns, please contact Tim Krum, General Manager at 847-514-5012. Thelen Sand & Gravel, Inc. is looking forward to providing the Village of Winnetka with the service and reliability as in the past.

Sincerely,

A handwritten signature in black ink that reads "Tim Krum". The signature is fluid and cursive.

Tim Krum

General Manager



Agenda Item Executive Summary

Title: Resolution No. R-4-2020: Approving The Purchase of Ford F-550 Truck From Sutton Auto Group (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 01/07/2020

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

Consent: YES NO

Item History:

The 2020 Electric Fund Budget (account #500.40.01-630) and Water Fund Budget (account #520.60.01-630) contain funding in the amount of \$92,712 (50% Water Fund, 50% Electric Fund) for the purchase of a replacement dump truck.

Executive Summary:

The Water & Electric Department budgeted for the replacement of a dump truck; the current vehicle, a 1997 Ford F-450 dump truck has been used in daily operations. The proposed replacement vehicle is a 2020 Ford F-550 4x4 truck with similar equipment.

Staff is proposing to purchase the vehicle under pricing available through the Suburban Purchasing Cooperative (SPC) contract No. 182. The Suburban Purchasing Cooperative is a joint purchasing program sponsored by the Northwest Municipal Conference, DuPage Mayors & Managers Conference, South Suburban Mayors and Managers Association, and Will County Governmental League. The cooperative represents 145 municipalities and townships in northeastern Illinois, and the Village has taken advantage of competitive pricing through this program in the past. The contract for this class of truck was awarded by the SPC to Sutton Auto Group of Matteson, Illinois.

Sutton Auto Group submitted a quote to the Village of Winnetka for a 2020 Ford F-550, 4x4 truck, upfitted with a dump body, hydraulic tool circuit, warning lights, and snow removal equipment, for a not to exceed price of \$86,675. Under the contract with Sutton Auto Group, upfitting of the truck will be performed by Lindco Equipment Sales, Inc.

Staff anticipates securing approval to dispose of the existing vehicle through a separate Council action at a later date. This vehicle will remain in service until the new vehicle is received and placed in service.

Recommendation:

Consider adopting Resolution No. R-4-2020, awarding a purchase contract to Sutton Auto Group for the purchase of a new 2020 Ford F-550 4x4 truck, with dump body, safety lighting, hydraulic tool circuit and snow removal equipment through the Suburban Purchasing Cooperative Contract No. 182 in an amount not to exceed \$86,675.

Attachments:

- Resolution No. R-4-2020
- Proposal from Sutton Auto Group (Contract No. 182) including Lindco equipment
- Award letter from Suburban Purchasing Cooperative, Contract No. 182

**A RESOLUTION APPROVING THE PURCHASE OF A
FORD F-550 TRUCK FROM SUTTON AUTO GROUP**

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 of Winnetka ("**Village**") is a member of the Northwest Municipal Conference ("**NWMC**"), a corporate organization representing municipalities and townships located within the State of Illinois and Counties of Cook, DuPage, Kane, Lake, and McHenry; and

WHEREAS, the Village participates in the NWMC Suburban Purchasing Cooperative ("**SPC**"), which permits local governments to purchase commodities and services according to contracts negotiated by the NWMC, resulting in significant savings for the Village; and

WHEREAS, the Village Water & Electric Department ("**Department**") has identified the need to replace a 1997 Ford F-450 dump truck known as Water & Electric Vehicle No. 62 ("**Existing Truck**") with a 2020 Ford F-550 dump truck with certain upgrades and snow removal equipment (collectively, the "**New Vehicle**"); and

WHEREAS, the SPC sought bids for the award of a contract for the purchase of the New Vehicle ("**Purchase Contract**"); and

WHEREAS, the SPC identified Sutton Auto Group, of Matteson, Illinois ("**Sutton**"), as the low responsible bidder for the Purchase Contract for the New Vehicle; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase the New Vehicle from Sutton, in the amount of \$86,675, in accordance with the Purchase Contract;

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

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

SECTION 2. APPROVAL OF PURCHASE. Pursuant to the Village's home rule authority, the Village Council hereby approves the purchase by the Village of the New Vehicle from Sutton, in the total amount of \$86,675.00, in accordance with the Purchase Contract.

SECTION 3. AUTHORIZATION TO PURCHASE. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Manager and necessary to purchase the New Vehicle from Sutton in an amount not to exceed \$86,675.00.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 7th day of January 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

Prepared for: John Olson, Winnetka
Office: 847-716-3267
Email: joslon@winnetka.org



2020 Ford F-550 Chassis Cab
Contract # 182

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)
Price Level: 25



Client Proposal

Prepared by:

Quote ID: WINNET550

Date: 12/27/2019



Sutton Ford, Inc. | 21315 Central Avenue, Matteson, Illinois, 604432893

Prepared for: John Olson

Winnetka

Prepared by:

12/27/2019



Sutton Ford, Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 25 | Quote ID: WINNET550

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Prepared for: John Olson

Winnetka

Prepared by:

12/27/2019



Sutton Ford, Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 25 | Quote ID: WINNET550

Selected Equip & Specs

Dimensions

- Exterior length: 230.7"
- Exterior width: 80.0"
- Wheelbase: 145.0"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Front legroom: 43.9"
- Front hiproom: 62.5"
- Passenger volume: 64.6cu.ft.
- Maximum cargo volume: 11.6cu.ft.
- Cab to axle: 60.0"
- Exterior height: 81.5"
- Front track: 74.8"
- Turning radius: 21.2'
- Min ground clearance: 8.2"
- Front headroom: 40.8"
- Front shoulder room: 66.7"
- Cargo volume: 11.6cu.ft.

Powertrain

- * **Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection**
- federal
- Part-time
- Fuel Economy Cty: N/A
- * **Transmission PTO provision**
- * **Recommended fuel : diesel**
- TorqShift 10 speed automatic transmission with overdrive
- * **Limited slip differential**
- Fuel Economy Highway: N/A

Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 19.5 x 6 argent steel wheels
- Dual rear wheels
- * **Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks**
- Hydraulic power-assist re-circulating ball Steering
- LT225/70SR19.5 GBSW AS front and rear tires

Body Exterior

- 2 doors
- * **Turn signal indicator in mirrors**
- Black bumpers
- Clearcoat paint
- 2 front tow hook(s)
- * **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator**
- Black door mirrors
- Trailer harness
- Front and rear 19.5 x 6 wheels

Convenience

- Manual air conditioning with air filter
- * **Driver and passenger 1-touch up**
- * **Power front windows**
- * **Driver and passenger 1-touch down**

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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 25 | Quote ID: WINNET550

Selected Equip & Specs (cont'd)

- * Remote power door locks with 2 stage unlock and illuminated entry
- Manual telescopic steering wheel
- FordPass Connect 4G LTE WiFi internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Passenger visor mirror
- Upfitter switches
- Manual tilt steering wheel
- Day-night rearview mirror
- Emergency SOS
- AppLink smart device integration
- Front cupholders
- * Driver and passenger door bins

Seats and Trim

- Seating capacity of 3
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest with storage

Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 4 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Fully automatic headlights
- Light tinted windows
- Tachometer
- Outside temperature display
- Trip odometer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Compass
- Trip computer

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- * Power remote door locks with 2 stage unlock and panic alarm
- * MyKey restricted driving mode
- Brake assist
- Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- * Remote activated perimeter/approach lighting
- * Security system with SecuriLock immobilizer
- Manually adjustable front head restraints

Dimensions

General Weights

* Curb	8,021 lbs.	* GVWR	19,500 lbs.
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Prepared for: John Olson

Winnetka

Prepared by:

12/27/2019



Sutton Ford, Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 25 | Quote ID: WINNET550

Selected Equip & Specs (cont'd)

*** Payload 11,750 lbs.**

Front Weights

* Front GAWR	7,000 lbs.	* Front curb weight	4,585 lbs.
Front axle capacity	7,000 lbs.	* Front spring rating	7,000 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

* Rear GAWR	14,706 lbs.	* Rear curb weight	3,436 lbs.
* Rear axle capacity	14,706 lbs.	* Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	* Brake controller	Yes
Trailer sway control	Yes		

General Trailing

* 5th-wheel towing capacity	31300 lbs.	* Gooseneck towing capacity	31300 lbs.
Towing capacity	18500 lbs.	* GCWR	40000 lbs.

Fuel Tank type

Capacity 40 gal.

Off Road

Min ground clearance 8 "

Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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Rear Frame

Height loaded	29 "	Height unloaded	35 "
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Powertrain

Engine Type

* Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
* Ignition	Compression	* Injection	Diesel direct injection
* Liters	6.7L	Orientation	Longitudinal
* Recommended fuel	Diesel	* Valves per cylinder	
Valvetrain	OHV	* Forced induction	Intercooled turbo

Engine Spec

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12/27/2019



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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 25 | Quote ID: WINNET550

Selected Equip & Specs (cont'd)

* Bore	3.90"	* Compression ratio	16.2:1
* Displacement	406 cu.in.	* Stroke	4.25"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	* Output	330 HP @ 2,600 RPM
* Torque	750 ft.-lb @ 2,000 RPM		

Alternator

* Type	Dual	* Amps	332
--------	------	--------	-----

Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	* Type	Dual

Engine Extras

* Block heater	Yes
----------------	-----

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty	* PTO provision	Yes

Drive Type

4wd type	Part-time	Type	Four-wheel
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Drive Feature

* Limited slip differential	Mechanical	Traction control	Driveline
* Power take-off provision	Yes	Locking hub control	Auto
Transfer case shift	Electronic		

Drive Axle

Ratio	4.88
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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 25 | Quote ID: WINNET550

Selected Equip & Specs (cont'd)

Exhaust

Material Stainless steel System type Single

Emissions

CARB Federal

Fuel Economy

*Fuel type Diesel

Engine Retarder

*Type Yes

Driveability

Brakes

ABS 4-wheel ABS channels 3
Type 4-wheel disc Vented discs Front and rear

Brake Assistance

Brake assist Yes

Suspension Control

Ride Firm

Front Suspension

Independence Mono-beam non-independent Anti-roll bar Regular

Front Spring

Type Coil *Grade HD

Front Shocks

Type HD

Rear Suspension

*Independence DANA 130 rigid axle Type Leaf
Anti-roll bar Regular

Rear Spring

Type Leaf Grade HD

Rear Shocks

Type HD

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 25 | Quote ID: WINNET550

Selected Equip & Specs (cont'd)

of wheels 2

Exterior

Front Wheels

Diameter 19.5" Width 6.00"

Rear Wheels

Diameter 19.5" Width 6.00"
Dual Yes

Spare Wheels

* Wheel material Steel

Front and Rear Wheels

Appearance Argent Material Steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm LT load rating G
RPM 647

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm LT load rating G
RPM 647

Spare Tire

* Mount Frame mounted * Type Full-size

Wheels

Front track 74.8" Rear track 74.0"
Turning radius 21.2' Wheelbase 145.0"
Rear tire outside width 93.9"

Body Features

Front license plate bracket Yes Front splash guards Yes
Body material Aluminum Side impact beams Yes
Front tow hook(s) 2

Body Doors

Door count 2

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Winnetka

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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 25 | Quote ID: WINNET550

Selected Equip & Specs (cont'd)

Exterior Dimensions

Length	230.7"	Body width	80.0"
Body height	81.5"	Cab to axle	60.0"
Axle to end of frame	47.2"	* Frame section modulus	17.2cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	107.2"
Front bumper to back of cab	123.7"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st row		Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

Seatbelt

Height adjustable	Front
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Security

* Immobilizer	SecuriLock	* Panic alarm	Yes
* Restricted driving mode	MyKey		

Seating

Passenger Capacity

Capacity	3
----------	---

Front Seats

Split	40-20-40	Type	Split-bench
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Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable
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Front Armrest

Centre	Yes	Storage	Yes
--------	-----	---------	-----

Front Seat Trim

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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 25 | Quote ID: WINNET550

Selected Equip & Specs (cont'd)

Material	Vinyl	Back material	Vinyl
Convenience			
<i>AC And Heat Type</i>			
Air conditioning	Manual	Air filter	Yes
<i>Audio System</i>			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC
<i>Audio Speakers</i>			
Speaker type	Regular	Speakers	4
<i>Audio Controls</i>			
Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		
<i>Audio Antenna</i>			
Type	Fixed		
<i>LCD Monitors</i>			
1st row	2	Primary monitor size (inches)	4.2
<i>Convenience Features</i>			
* Retained accessory power	Yes	12V DC power outlet	2
Wireless phone connectivity	Bluetooth	Smart device integration	App link
Upfitter switches	Yes		
<i>Door Lock Activation</i>			
* Type	Power with 2 stage unlock	* Remote	Keyfob (all doors)
* Integrated key/remote	Yes		
<i>Door Locks Extra FOB Controls</i>			
Remote engine start	Smart device		
<i>Instrumentation Type</i>			
Display	Analog		
<i>Instrumentation Gauges</i>			
Tachometer	Yes	Engine temperature	Yes
* Turbo/supercharger boost	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes

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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 25 | Quote ID: WINNET550

Selected Equip & Specs (cont'd)

Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		
<i>Instrumentation Displays</i>			
Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
* Window 1st row activation	Power		
<i>Window Features</i>			
* 1-touch down	Driver and passenger	* 1-touch up	Driver and passenger
Tinted	Light		
<i>Front Windshield</i>			
Wiper	Variable intermittent		
<i>Rear Windshield</i>			
Window	Fixed		
Interior			
<i>Passenger Visor</i>			
Mirror	Yes		
<i>Rear View Mirror</i>			
Day-night	Yes		
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	Covering	Vinyl/rubber
<i>Trim Feature</i>			
Gear shift knob	Urethane	Interior accents	Chrome
<i>Lighting</i>			
Dome light type	Fade	Front reading	Yes
* Illuminated entry	Yes	Variable IP lighting	Yes

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Prepared for: John Olson



Winnetka

Prepared by:

12/27/2019

Sutton Ford, Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 25 | Quote ID: WINNET550

Selected Equip & Specs (cont'd)

Storage

* Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	* Passenger door bin	Yes
Illuminated	Yes	Instrument panel	Covered bin
Dashboard	Yes		

Legroom

Front 43.9"

Headroom

Front 40.8"

Hip Room

Front 62.5"

Shoulder Room

Front 66.7"

Interior Volume

Passenger volume 64.6 cu.ft.

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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 25 | Quote ID: WINNET550

As Configured Vehicle

Code	Description	MSRP
F5H	Base Vehicle Price (F5H)	\$43,270.00
660A	Order Code 660A	N/C
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,325.00
44G	Transmission: TorqShift 10-Speed Automatic	Included
X8L	Limited Slip w/4.88 Axle Ratio	\$360.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,155.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included
64Z	Wheels: 19.5" Argent Painted Steel	Included
512	Spare Tire, Wheel & Jack	\$350.00
A	HD Vinyl 40/20/40 Split Bench Seat	Included
PAINT	Monotone Paint Application	STD
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included
90L	Power Equipment Group	\$915.00
473	Snow Plow Prep Package	\$250.00
535	High Capacity Trailer Tow Package	\$580.00
41H	Engine Block Heater	\$100.00
61J	6-Ton Hydraulic Jack	Included
62R	Transmission Power Take-Off Provision	N/C
18A	Upfitter Interface Module	\$295.00
67A	332 Amp Alternators	Included
63A	Utility Lighting System	\$160.00
52B	Trailer Brake Controller	\$270.00

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Sutton Ford, Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 25 | Quote ID: WINNET550

As Configured Vehicle (cont'd)

Code	Description	MSRP
425	50-State Emissions System	STD
AS_01	Medium Earth Gray	N/C
BY_02	School Bus Yellow	\$660.00
Lindco Upfit	Lindco Upfit	\$37,478.00
SUBTOTAL		\$95,168.00
Destination Charge		\$1,595.00
TOTAL		\$96,763.00

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2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 25 | Quote ID: WINNET550

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$43,270.00
Options & Colors	\$14,420.00
Upfitting	\$37,478.00
Destination Charge	\$1,595.00

Subtotal	\$96,763.00
-----------------	--------------------

Pre-Tax Adjustments

Code	Description	
FLMATS	All Weather Floor Mats	\$150.00
ManualCD	Detailed Shop Manual	\$325.00
DEL	SPC Delivery	\$150.00
Plates	M-Plates and Title	\$255.00
Gov Discount	Government/Municipal Discount	-\$10,968.00

Total	\$86,675.00
--------------	--------------------

Customer Signature

Acceptance Date

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2168 East 88th Drive
Merrillville, IN 46410
USA

Voice: (219)795-1448
Fax: (219)736-0892

QUOTATION

Quote Number: 191018
Quote Date: Dec 4, 2019
Page: 1

Quoted To:
Winnetka, Village of 510 Green Bay Rd. Winnetka, IL 60093 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	1/3/20	Net 30 Days	12318

Quantity	Item Number	Description
1.00		EQUIPMENT FOR FORD F550 PLOW TRUCK WITH TOOL CIRCUIT:
		CHASSIS REQUIREMENTS:
		*2020 Ford F550 4x4 SD, Regular Cab
		*145" Wheel Base
		*60" Cab to Axle
		*Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection
		*PTO Provision
		*Plow Prep Package
		DUMP BODY & HOIST:
1.00	MAB SDYB316 9' Wntk	Duraclass (Heil) 9' Steel Super Duty Yardbird Dump Body - With Features Listed Below
		*Stainless Steel Sides, Ends, Tailgate
		* 9' Body Length
		* 84" Body ID
		* 96" Body OD
		* 1520 Hoist (12 3/4" Minimum Mounting Height)
		* Less Hydraulics
		* 3/16" high tensile steel, fabricated trapazoid, fully boxed, 8" longmembers
		* Crossmemberless
		* 2.7/3.8 yd Capacity
		*1/4 Integral Enclosed Cab Shield w/ Window & 14 oval (6 in front-6 in rear-1 on each side)-MUST PROVIDE CAB HEIGHT BEFORE ORDER IS PROCESSED
		*Drop Down Side - Passenger Side Only
		* 16" Side Height

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



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QUOTATION

Quote Number: 191018
Quote Date: Dec 4, 2019
Page: 2

Quoted To:
Winnetka, Village of 510 Green Bay Rd. Winnetka, IL 60093 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	1/3/20	Net 30 Days	12318

Quantity	Item Number	Description
		<ul style="list-style-type: none"> * 22" Tailgate Height * 10 ga High Tensile Steel Front, Sides, Tailgate * 3/16" AR400 Floor * Exposed Bends are 1" Radius, front corner post 3" deep, no intermediate side posts * 10.25" Wide Rear Pillars * Manual Tailgate Release * One Piece Panel Tailgate * 1/2" flame cut offset TG hinge, 1" upper TG pin, 1" lower TG pin * D/A Chains * Tapered Front Pillar * (1) Oval Light Hole in Rear Corner Post - 5 round holes in rear crossmember *LED Light Kit w/Harness *1500154 - LED Light Kit Less Harness *1500264 - Duraclass Wiring Harness *1389066 - 9' 1520 Assy w/Frame, No Exten (Stock) *1316904 - Mounting Kit, 1520 w/Frame - Dropsides
		DUMP BODY OPTIONS:
1.00	MFBH2375A	Buyers Mud Flap 90 Degree Mounting Plate (Pair)
1.00	MFW2375	Buyers Mud Flap Bolting Plate (Pair)
1.00	MD2430	DuraGuard 3/8" HD 24" x 30" Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair)
		*Swing Style Mudflaps
1.00	MIN1400BP	Minimizer MIN1400 Quarter Fender Kit Black with Post Mount
1.00	B100BTPA	Minimizer Black Plastic Bolt-On Bracket Kit
1.00	Under Coat	Under coat dump body 8-10' body

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

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QUOTATION

Quote Number: 191018
Quote Date: Dec 4, 2019
Page: 3

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Winnetka, Village of 510 Green Bay Rd. Winnetka, IL 60093 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	1/3/20	Net 30 Days	12318

Quantity	Item Number	Description
1.00	510	ELECTRICAL & LIGHTING ITEMS: BACKUP ALARM: Ecco back-up alarm, 97 dB, 12 VDC. *Standard Mounting
1.00	PH-310	JUNCTION BOX: Phoenix 10-Pole Junction Box *Mounted at Rear for all add on lighting and other items. *All Wiring Will be One Piece, No Splices *All Connections Will Have Eyelets *All Connections and Junction Boxes Will Have Dielectric Grease
1.00	175-S0-080-2	MASTER CIRCUIT BREAKER: Chief 80 amp high amp circuit breaker. *Mounted in Reservoir/Valve Enclosure for Additional Protection
14.00	KTLEDW2238-24A	CAB SHIELD LIGHTS: UBLights 6" oval, strobe, amber, class 1 LED. Includes grommet & pigtail. *(6) LED Strobe Lights in Cab Shield Facing Forward *(6) LED Strobe Lights in Cab Shield Facing Rear *(2) LED Strobe Lights in Cab Shield Sides, (1) Mounted on Either Side
2.00	KTLEDW2238-24A	REAR CORNER POST LIGHTS: UBLights 6" oval, strobe, amber, class 1 LED. Includes grommet & pigtail. *Mounted in Rear Corner Post BODY UP LIGHT SWITCH:

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



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QUOTATION

Quote Number: 191018
Quote Date: Dec 4, 2019
Page: 4

Quoted To:
Winnetka, Village of 510 Green Bay Rd. Winnetka, IL 60093 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	1/3/20	Net 30 Days	12318

Quantity	Item Number	Description
1.00	SWM 43C	Preco Switch, water resistant, 5 amp rating, 360 degree movement, can be wired open or closed, maded of ABS plastic, adjustable mounting bracket.
1.00	80085	Imperial LED Indicator Light
	Misc.	PINTLE PLATE LIGHTING: PINTLE PLATE: Lindco 1/2" Pintle Plate - Designed for Winnetka
1.00		*R9CB - 9-Way Round Pin Trailer Connector - Truck Side
1.00	BH82000	Buyers 2" Ball Combo Pintle Hitch
1.00	B38W	Buyers 1/2" drop forged D-ring w/weld on bracket 3-1/2" x 3-3/8" O.D. * Recess chassis S/T/T in pintle hitch
1.00	LPC-B-WW2	LED License Plate Light, Warm White
1.00	43850	Grote mounting bracket for license plate light.
1.00	5621719	Buyers 17" rectangular ID marker light bar
1.00	PAINT PINTLE HITCH	Paint Pintle Hitch
<hr/> CENTRAL HYDRAULIC SYSTEM WITH TOOL CIRCUIT: **THIS IS A PTO DRIVEN PUMP WITH A STAINLESS 20 GALLON SERVICEGUARD, 2 SECTION VALVE FOR HOIST AND TOOL CIRCUIT ONLY, NO SPREADER FUNCTIONS 2020 FORD F550		
1.00	CPTO 249FMLLX-B208	Certified Power PTO/Pump Combo for Ford Superduty.
1.00	PMCO RD1 12-30	Certified Power flow control, 3 port, 0-30 GPM, #12 ORB, no relief.
2.00	ELCA SG07050722-00	Certified Power MFE ST/ST BPM 5 meter
1.00	MTCA3201 - Winnetka	Certified Power stainless steel 20 Gallon Reservoir with Hoist/Tool Only

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

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Merrillville, IN 46410
USA

Voice: (219)795-1448
Fax: (219)736-0892

QUOTATION

Quote Number: 191018
Quote Date: Dec 4, 2019
Page: 5

Quoted To:

Winnetka, Village of
510 Green Bay Rd.
Winnetka, IL 60093
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	1/3/20	Net 30 Days	12318

Quantity	Item Number	Description
1.00	Ther MF-15-2-4A	Certified Power-Cooler, Thermal Transfer, #16, 12VDC Fan, 3-50GPM
1.00	NASW HT-1C-100R/HF	Certified Power temperature switch.
1.00	BRVL TH1000-16FO-1	Certified Power thermal bypass valve, Parker, 100degF/50psi Relief
1.00	ELCA VF4-45F11	Certified Power relay used to power the electric prewet.
1.00	ELCA SG07010436-00	Certified Power auxilliary switch box assembly, On/Off for Tool Circuit, and On/Off for Hoist
2.00	ELCA SG07050469	Certified Power 17' circuitguard TPE
1.00	HBV125	Buyers 1-1/4" Ball Valve - Full Flow
1.00		Hoses & Fittings
30.00	Hydraulic Oil	Dielectric Hydraulic Oil
<hr/>		
1.00	Ultra Pro Plus 9'	FRONT PLOW: 9' Pro-Plus "Contractor-Grade" steel snowplow blade power angling NightHawk plow lights, commercial-grade plow guides, cab command handheld control, rubber defl
<hr/>		
816.74	Misc.	Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.
1401.00	FREIGHT	FREIGHT
84.00	INSTALLATION	Lindco Installation Labor Hours ALL ITEMS PAINTED AND MOUNTED COMPLETE DELIVERY NOTES: If ordered in January, allow for 120 days for all parts and equipment to be on the ground, and 30-45 days to complete the installation. Delivery completion date can vary based on time of year and Lindco's production schedule at time of chassis arrival.

25% Restock Fee on All Cancelled and Returned Orders

Subtotal	37,478.00
Sales Tax	
TOTAL	37,478.00



A Joint Purchasing Program For Local Government Agencies

September 6, 2018

Mr. Kyle Mohrbach
Fleet Manager
Sutton Auto Group
21315 Central Ave,
Matteson, IL 60443

Dear Mr. Mohrbach,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the first of three (3) 1-year contract extensions on SPC Contract #182 for the 2020 Ford F-550 XL Chassis Cab 2WD DRW Plus Option Packages and Other Options to Sutton Auto Group with a \$1,168.00 price increase. The duration of the extension is July 18, 2019 through July 17, 2020. The SPC reserves the right to extend this contract for up to two (2) additional one-year terms upon mutual agreement of the both the vendor and the SPC on a negotiated basis

With acceptance of this contract, Sutton Auto Group agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

Sutton Auto Group, Matteson will handle all billing. Each vehicle purchased will be assessed a \$120.00 administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to a productive year working with Sutton Auto Group. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan, CPPB
Purchasing Director
Northwest Municipal Conference

Name: Ellen Dayan
Northwest Municipal Conference
Date: 09.06.19

Name: Kyle Mohrbach
Sutton Auto Group
Date: 9/9/19

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

Northwest Municipal Conference
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

South Suburban Mayors And Managers Association
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

Will County Governmental League
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Belom
Phone: (815) 729-3535
Fax: (815) 729-3536



Agenda Item Executive Summary

Title: Ordinance No. M-1-2020: 1015 Tower Court - Sole + Luna - Special Use Permit
(Introduction/Adoption)

Presenter: David Schoon, Director of Community Development

Agenda Date: 01/07/2020

Consent: YES NO

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

Item History:

None

Executive Summary:

On January 7, the Village Council is scheduled to consider Ordinance No. M-1-2020 in response to an application filed by Sole + Luna (the “Applicant”), concerning a Special Use Permit to allow a wellness center measuring approximately 3,400 square feet at 1015 Tower Court (the “Subject Property”). The Applicant is the lessee of the Subject Property, which is located within the General Retail Commercial Overlay District. The Subject Property is currently unoccupied and was most recently occupied by Sawbridge Studio. (Note: The Property does not include the space along Green Bay Road formerly occupied by Sawbridge.)

The Zoning Board of Appeals (ZBA) considered the request on December 9, 2019. After hearing from the Applicant, and no members of the public, the ZBA recommended, by a vote of 4-0, with one recusal, to recommend approval of the special use permit. The Plan Commission (PC) then considered the application on December 18, 2019. After hearing from the Applicant and no members of the public, the PC recommended, by a vote of 4-0, with one recusal, approval of the request. Minutes of the ZBA meeting and the PC meeting are not yet available, however, the both bodies unanimously recommended support of the request and did not include any conditions.

Details of the request can be found in the attached staff report to the PC. If you would like additional details please reference this report, which is included as Attachment B.

Recommendation:

Consider introduction of Ordinance No. M-1-2020 OR consider waiving introduction of Ordinance No. M-1-2020 and consider adoption of the Ordinance.

The Ordinance would allow a wellness center at 1015 Tower Court located within the C-2 General Retail Commercial District.

Attachments:

- Attachment A: Ordinance No. M-1-2020
- Attachment B: December 18, 2019 PC Staff Report
- Attachment C: Application Materials

ORDINANCE NO. M-1-2020

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT
FOR THE OPERATION OF A HEALTH CLUB WITHIN THE
C-2 GENERAL RETAIL COMMERCIAL DISTRICT OF THE VILLAGE
(1015 Tower Court)**

WHEREAS, Sole Luna, LLC, an Illinois limited liability company (“*Applicant*”), is the lessee of the property commonly known as 1015 Tower Court, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Subject Property*”); and

WHEREAS, LDNA Management Group, LLC, an Illinois limited liability company (“*Owner*”), is the record title owner of the Subject Property; and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District (“*C-2 District*”); and

WHEREAS, the Applicant desires to operate a health club measuring approximately 3,400 square feet on the Subject Property (“*Proposed Use*”); and

WHEREAS, on November 6, 2019, the Applicant filed an application for a special use permit (“*Special Use Permit*”) pursuant to Section 17.44.020.B and Chapter 17.56 of the “Winnetka Zoning Ordinance,” as amended (“*Zoning Ordinance*”) to allow the Proposed Use on the Subject Property (“*Requested Relief*”); and

WHEREAS, the Owner of the Subject Property has consented to the application for the Special Use Permit filed by the Applicant; and

WHEREAS, on December 9, 2019, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the Requested Relief and, by a vote of four in favor, and none against, recommended that the Council of the Village of Winnetka (“*Village Council*”) approve the Special Use Permit; and

WHEREAS, on December 18, 2019, after due notice thereof, the Plan Commission conducted a public hearing on the Requested Relief and, by a vote of four in favor and none against, recommended that the Village Council approve the Special Use Permit; and

WHEREAS, the Village Council has determined that approval of the Special Use Permit satisfies the standards for the approval of special use permits within the C-2 District set forth in Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and 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 1 as the findings of the Council of the Village of Winnetka, as if fully set forth herein.

SECTION 2: APPROVAL OF SPECIAL USE PERMIT. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Ordinance, the Special Use Permit for the Proposed Use is hereby granted, pursuant to Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and the home rule powers of the Village.

SECTION 3: CONDITIONS. The Special Use Permit granted by Section 2 of this Ordinance is subject to, and contingent upon, compliance by the Applicant 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. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- C. Compliance with Plans. The development, use, and maintenance of the Subject Property must be in general accordance with the plans submitted by the Applicant, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**, 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.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance shall 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 Special Use Permit 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 Special Use Permit 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 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 zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: AMENDMENT OF SPECIAL USE PERMIT. Any amendments to the Special Use Permit that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 7: EFFECTIVE DATE.

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

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

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 7.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 _____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2020.

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 _____,
2020.

Introduced: January 7, 2020

Passed and Approved: _____, 2020

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOTS 10 AND 11 (EXCEPT THAT PART OF EACH OF SAID LOTS LYING NORTHEASTERLY OF A LINE EXTENDING FROM THE NORTHWESTERLY LINE OF SAID LOT 10 TO THE SOUTHERLY LINE OF SAID LOT 11, AND 50 FEET SOUTHWESTERLY FROM THE PARALLEL TO THE EAST LINE OF BLOCK 5) IN BLOCK 5; ALSO THE WEST 10 FEET OF THE EAST 60 FEET OF LOTS 12 AND 13 AS A TRACT (EXCEPT THE SOUTH 14 FEET THEREOF) (THE EAST LINE OF SAID STRIP BEING 50 FEET WEST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF LOTS 12 AND 13 TAKEN AS A TRACT) IN SAID BLOCK 5 IN JARED GAGE'S SUBDIVISION BEING A PART OF THE EAST HALF OF THE NORTH WEST QUARTER; ALSO PART OF THE WEST HALF OF THE NORTH WEST QUARTER OF FRACTIONAL SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO PART OF THE EAST HALF OF THE SOUTH WEST QUARTER OF FRACTIONAL SECTION 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE TENEMENT, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANY WISE APPERTAINING.

Commonly known as 895-899 1/2 Green Bay Road, Winnetka, Illinois (also known as 1015 Tower Court, Winnetka Illinois).

PIN: 05-17-123-014 and 05-17-123-016

EXHIBIT B
BUILDING PLAN

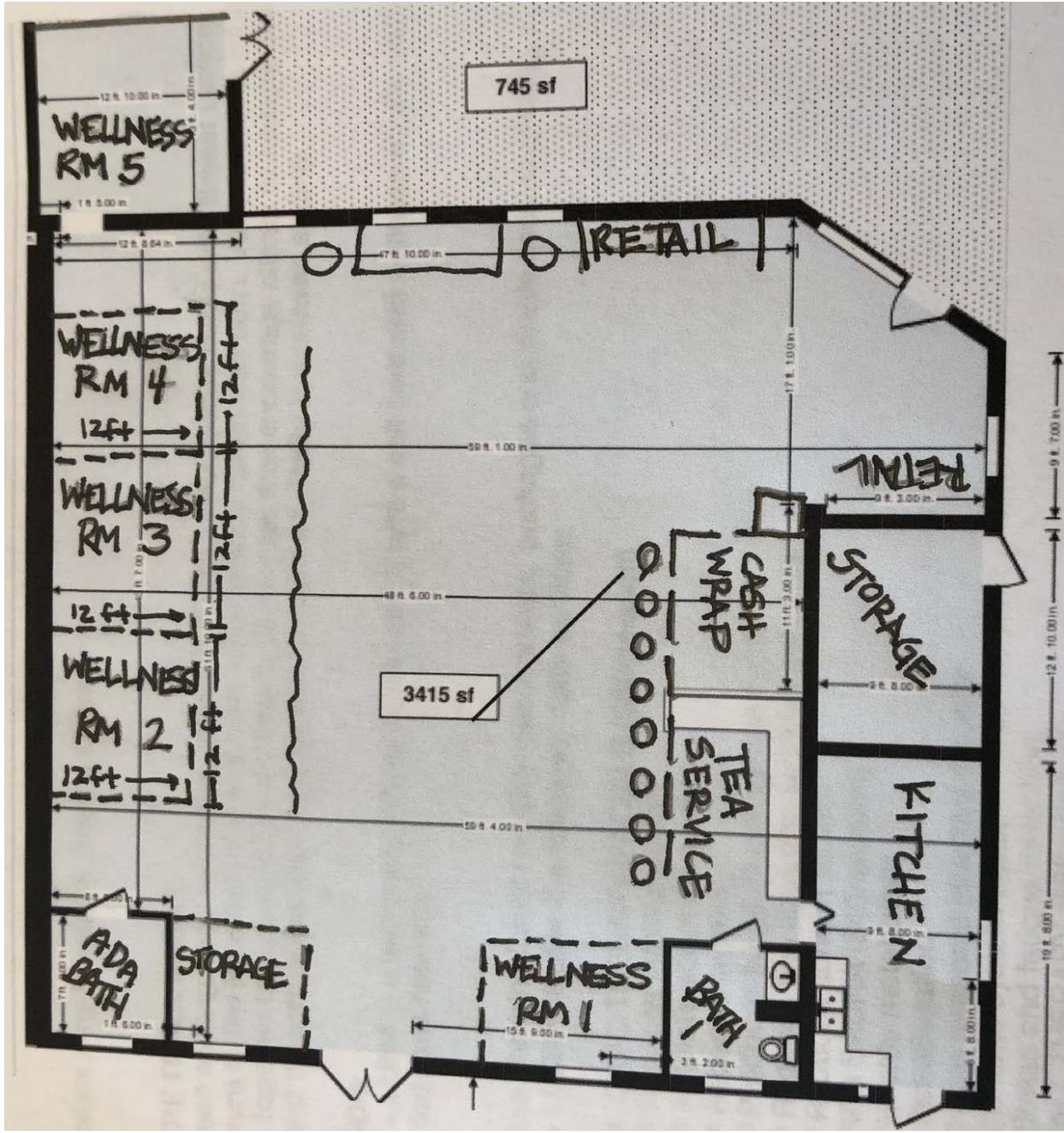


EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Winnetka, Illinois (“*Village*”):

WHEREAS, Sole Luna, LLC, an Illinois limited liability company (“*Applicant*”), is the lessee of the property commonly known as 1015 Tower Court, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Subject Property*”); and

WHEREAS, LDNA Management Group, LLC an Illinois limited liability company (“*Owner*”), is the record title owner of the Subject Property; and

WHEREAS, Ordinance No. M-1-2020, adopted by the Village Council on January 7, 2020 (“*Ordinance*”), grants an Special Use Permit to the Applicant to operate a health club on the Subject Property (“*Special Use Permit*”); and

WHEREAS, Section 7 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, their 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 and Owner do hereby agree and covenant as follows:

1. The Applicant and Owner 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 and Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant and Owner acknowledge and agree 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 special use permit 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 and Owner 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 Special Use Permit for the Subject Property.

5. The Applicant and Owner hereby agree 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: _____, 2020

ATTEST: **SOLE LUNA, LLC**

By: _____ By: _____

Its: _____

ATTEST: **LDNA MANAGEMENT GROUP, LLC.**

By: _____ By: _____

Its: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: DECEMBER 10, 2019
SUBJECT: CASE NO. 19-35-SU: 1015 TOWER COURT - SOLE + LUNA - SPECIAL USE PERMIT

INTRODUCTION

On December 18, 2019, the Plan Commission is scheduled to hold a public hearing on an application filed by Sole + Luna (the "Applicant"), concerning a Special Use Permit in accordance with Chapter 17.44 [C-2 General Retail Commercial District] and Chapter 17.56 [Special Uses] of the Winnetka Zoning Ordinance to allow a wellness center measuring approximately 3,400 square feet at 1015 Tower Court (the "Subject Property"). The Applicant is the lessee of the Subject Property, which is owned by the Lucy Mazzetta Declaration Trust dated May 31, 1990 (the "Owner").

Additionally, this application is subject to review by the Zoning Board of Appeals (ZBA). On December 9, 2019, the ZBA considered the application. Details regarding the ZBA's review of the application are provided on page 4 of this report. The Special Use Permit is subject to final approval by the Village Council.

A sign has been posted on the Subject Property indicating the time and date of the Plan Commission public hearing. A mailed notice has been sent to property owners within 250 feet in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Current* on November 27, 2019. As of the date of this memo, staff has not received any written comment from the public regarding this application.

PROPERTY DESCRIPTION

The Subject Property is one of the commercial spaces located in the one-story commercial building at 1015 Tower Court, located on the west side of Tower Court between Tower Road and Gage Street. The space at 1015 Tower Court is currently unoccupied and was most recently occupied by *Sawbridge Studios* until earlier this year. *Strength Time*, a personal training facility, is located north of the Subject Property, and *BP*, a gas station, is located south of the Subject Property. The Applicant is not proposing to occupy the former *Sawbridge Studios* space on Green Bay Road. Figures 1 through 4 later in this report identify the Subject Property.

The Subject Property is located in the Village's C-2 General Retail Commercial District, but it is located outside of the Commercial Overlay District.

RECENT CHANGES TO COMMERCIAL ZONING REGULATIONS

On April 4 2019, the Village Council adopted Ordinance MC-01-2019, amending the Zoning Ordinance regarding uses and regulations in the three commercial zoning districts. The amendments went into effect on July 4, 2019. The amendments included new definitions for allowed land uses, as well as newly listed land uses that are now allowed in the Commercial Districts. The amendments were intended to increase the number and types of businesses permitted in the various commercial zoning districts. As part of that effort, a new land use titled "Personal Fitness Studio" was established to differentiate such uses from the already listed "Health Club" in the Zoning Ordinance. Prior to the changes adopted earlier this year, all personal fitness related uses such as yoga and Pilates studios were classified as a "Health Club," which required that all such uses be evaluated as a special use, regardless of whether the use would be located within or outside the Commercial Overlay District. With the recent amendment, a personal fitness studio measuring less than 2,500 square feet is a permitted use if it is located in the C-2 General Retail District and outside of the Commercial Overlay District. The following are the new definitions of "Health Club" and "Personal Fitness Studio:"

Health Club. "A commercial establishment: (i) where physical activity for personal wellness is taught, practiced or studied, including, without limitation, racquet sports, swimming, yoga studios, exercise studios, and dance studios; and (ii) which measures 2,500 square feet or greater of gross floor area."

Personal Fitness Studio. "A commercial establishment: (i) where physical activity for personal wellness is taught, practiced or studied, including, without limitation, yoga studios, exercise studios, and dance studios; and (ii) which measures less than 2,500 square feet of gross floor area."

Health Clubs are still allowed as a special use in the C-2 General Retail District as well as the Commercial Overlay District. Personal fitness studios are a permitted use in the C-2 General Retail District and are allowed as a special use in the C-1 Neighborhood Commercial District and the Commercial Overlay District.

The application currently before the Board is subject to review as a special use as the proposed use is classified as a "health club" because the occupancy of the proposed use would measure approximately 3,400 square feet.

HUBBARD WOODS BUSINESS DISTRICT

A map depicting the zoning classifications of the Hubbard Woods Business District is included as Figure 1 on the following page. The Subject Property is highlighted yellow. *Gray* areas indicate the underlying C-2 General Retail Commercial zoning, which permits by right a relatively broad array of uses, including various retail uses, along with a number of non-retail uses such as professional offices, financial service firms, medical offices and the like.

Red crosshatch areas represent those areas subject to the restrictions of the Commercial Overlay District. The boundaries of the Overlay District are established along certain public streets and extend for a depth of 50 feet from the front property line.

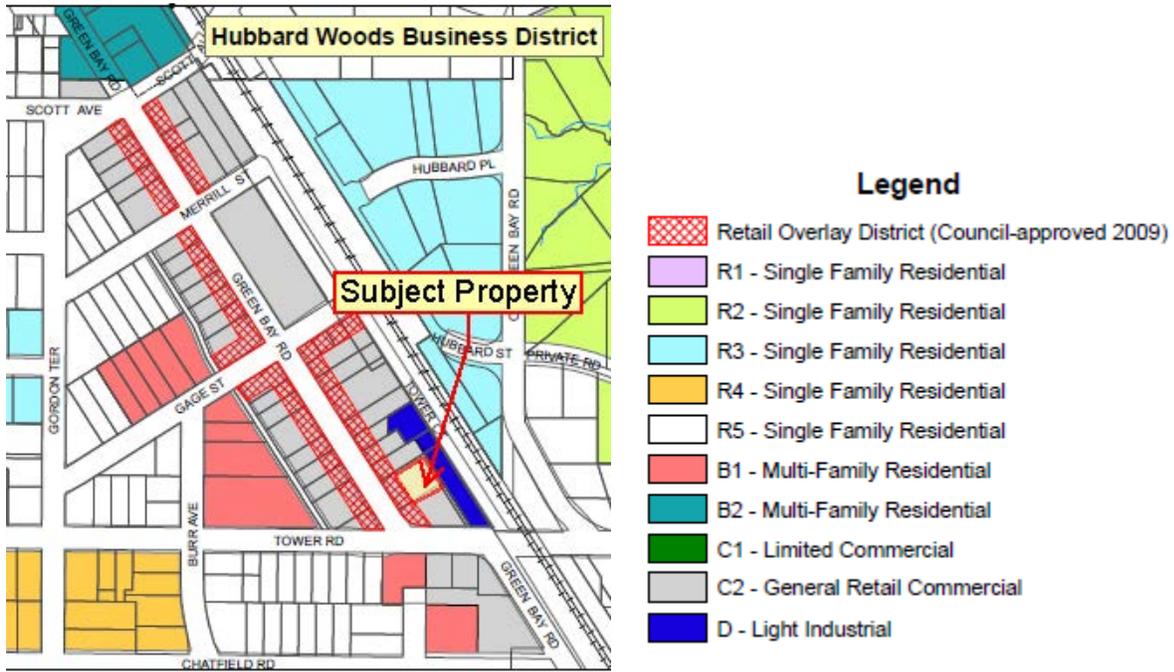


Figure 1 – Hubbard Woods Business District Zoning Map



Figure 1A – Location Map – 1015 Tower Court

DESCRIPTION OF REQUEST

The Applicant is proposing to operate Sole + Luna, a wellness studio, in the approximately 3,400 square foot space at 1015 Tower Court. As previously noted, the space was previously occupied by *Sawbridge Studios* and has building street frontage on Tower Court. According to the Applicant’s responses to the special use permit standards, which are provided in Attachment A of this report, Sole + Luna will

provide services to improve mind, body, and soul and will also provide a variety of unique retail products that are not currently offered in the area. The Applicant explains that the operation would be a “by appointment” based business, open 5 to 6 days a week. Through a combination of monthly memberships, packages and single session pricing, Sole + Luna would offer a variety of daily self-care and wellness services. The space would provide room for 5-7 customers to receive wellness services or treatments that last from 8 minutes to 60 minutes. The Applicant also intends to hold classes and workshops that would take place sporadically and would accommodate a maximum of 20 guests. In terms of employees, the Applicant expects to have no more than 2-3 employees between the hours of 9:30am and 6pm.

In lieu of a professional parking study prepared for Sole + Luna, the Applicant has submitted a narrative description of parking spaces in the area and the anticipated parking usage of their clients and employees. The Applicant’s analysis is included in the attached application materials (Attachment A). Director of Public Works Steve Saunders has evaluated the analysis and issued favorable comments to the ZBA and Plan Commission in a memorandum dated November 26, 2019. Mr. Saunders’ memo is included in this report as Attachment B.



Figure 2 – Subject Property

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

The Zoning Board of Appeals (ZBA) considered request on December 9, 2019. After hearing from the Applicant, and no members of the public, the ZBA recommended, by a vote of 4-0, with one recusal, to recommend approval of the special use permit.



Figure 3 – Subject Property and *BP* (south neighbor)



Figure 4 – Subject Property (*BP* to south and *Strength Time* to north)

FINDINGS

In the attached application materials submitted by the Applicant, the Applicant has provided a statement of justification regarding how the requested Special Use Permit meets the standards for granting the requested Special Use Permit. Does the Plan Commission find that the requested Special Use Permit meets the standards for granting such special use; and if so, is the Commission prepared to make a recommendation to the Village Council regarding the requested relief? If so, a Plan Commissioner may wish to make a motion recommending approval or recommending denial based upon the following:

Move to recommend **approval [denial]** of the requested special use **to allow a wellness center measuring approximately 3,400 square feet on the Subject Property**, based on evidence in the record, or a public document, and upon the following findings of fact:

1. "The proposed wellness center is consistent with the Standards for the granting of Special Use Permits, as follows:
 - a. That the establishment, maintenance and operation of the special use will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare;
 - b. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
 - c. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
 - d. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion in the public ways;
 - e. That adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the special use exist or are to be provided; and
 - f. That the special use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes."

In addition, the Commission may also wish to consider if there are any conditions it may want to recommend placing on the proposed use. If the Commission chooses to place conditions as part of its recommendation, it will want to include the conditions at the end of the findings of fact.

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Saunders Memo dated November 26, 2019

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION

Case No. 19-35-SU

Property Information

Site Address: 1015 TOWER CT.

Applicant Information

Name: SOLE + LUNA

Primary Contact: Amy Bradley, Jessica Dietrich

Address: [REDACTED]

City, State, ZIP: WINNETKA, IL 60093

Phone No: [REDACTED]

Email: sole.luna.wellness@gmail.com

Owner Information

Name: LDNA MANAGEMENT GROUP, LLC

Primary Contact: GREGORY HUGHES - MANAGING AGENT

Address: 2737 CENTRAL STREET

City, State, ZIP: EVANSTON, IL 60201

Phone No. 847-869-4200

Email: GREG@SCHEERERHORN-REAL ESTATE.COM

Architect Information

Name: Euro Craftsmen

Primary Contact: Vidas Butkus

Address: _____

City, State, ZIP: _____

Phone No. 773-251-3857

Email: vidas@euro-craftsmen.com

Attorney Information

Name: TBD

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Applicant Signature: [REDACTED]
Property Owner Signature: [REDACTED]

Date: 11/6/2019

Date: 11/6/2019

SOLE + LUNA

WELLNESS STUDIO

Founders Amy Bradley & Jessica Dietrich

WHERE IT ALL BEGAN:

Between a Hong Kong relocation assignment and a courageous battle with Breast Cancer, the exposure to the importance of self care, wellness and health was born. Amy and Jessica have come together to curate a unique offering of services that encourage clients to escape the daily race and do something important for their health and vitality in a relaxed setting.

MISSION:

SOLE + LUNA is a sanctuary where clients can create a self care and wellness rituals with modern technology and research.

PLAN:

Through a combination of monthly memberships, packages and single session pricing, SOLE + LUNA will offer the following **daily** services:

- LOCAL CRYO THERAPY/FACIALS
 - Reduces inflammation
 - Alleviate aches and pains
 - Reduces swelling
 - Produces surge of collagen in facial
 - Reduces fine lines and wrinkles in facials
 - Reduces acne in facials
- INFRARED SAUNA
 - Boosts metabolism
 - Detoxification
 - Helps seasonal effective disorder
 - Immune system boost
 - Stress and fatigue reduction
- HALO SALT THERAPY
 - Promotes better breathing
 - Good for asthma suffers (safe for children)
 - Healthier skin
 - Alleviates seasonal allergy symptoms
 - Improves sleep
- BEMER Matt
 - Improves sleep
 - Combats fatigue
 - Reduces inflammation
 - Helps aid in surgery recovery
- LIGHTSTIM PANEL
 - FDA approved Red Light therapy
 - Helps produce collagen
 - Reduces wrinkles
 - Helps with joint pain/inflammation
- IONIC FOOT DETOX
 - Purging heavy metals
 - Reducing inflammation
 - Detoxing the liver
 - Enhances immune system

SOLE + LUNA will offer rotating services at various prices:

- Reiki
- Cranial Sacral Energy Healing
- Lymphatic Massage
- Nutrition Counseling
- Aromatherapy/Acupressure
- Gua Sha
- Cupping

CLASSES/WORKSHOPS

- Guided meditation with Gongs and Crystal bowls
- Floating meditation in silks
- Women's circles
- Working Women Workshops
- Nutrition Series
- Guide to Ayurveda
- Living Clean
- Seasonal Cleanses
- Teen focused classes
- Kids focused classes
- Art/Music expressions/therapy

SOLE + LUNA will offer retail to bring the relaxing experience home

- Clean/Green small brand cosmetics and household products
- Reusable Goods
- Yoga/athlete fashion
- Essential Oils (unique hard to find brands out of Australia)
- Jewelry
- Small amount of take and go food service (partner with Kitchen Fix, Bread and Buddha, etc)
- Crystals and home goods
- CBD Oil products by local woman owned business, Equilibria
- LightStim Facial Tools & SkinCare
- Healthy/Infused waters and drinks

Sole + Luna Wellness Studio-Special Use Permit Standards

- 1. That the establishment, maintenance, and operation of the special use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;**

Sole + Luna will provide modern, cutting-edge modalities of wellness/self care to the Winnetka Community. Between FDA-approved and extensively-researched services, Sole Luna will positively impact physical and mental health by making self-care treatments and education more accessible, convenient and affordable. Not only will we provide services in-house to improve mind, body, and soul, Sole + Luna will provide a variety of unique retail products that are not currently offered in the area.

- 2. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property value in the immediate vicinity;**

Sole + Luna will serve as a much-needed oasis from the hustle and bustle. It is our intention that the studio will be additive to the overall use and enjoyment of other properties in the area. No awkward smells, no loud music. All wellness services will take place within the space. There will be no change the footprint of the current building. The buildout is internal and will increase property value to the current building and surrounding properties. Our goal is to provide an “experience” for our customers from the moment they step inside.

- 3. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;**

Our vision is to help support and complement the current business offerings in the immediate Hubbard Woods business district. There are plenty of partnership opportunities across many of the current businesses in the district.

- 4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;**

Given Sole + Luna will be located off Green Bay road in the Tower Court area, we do not anticipate an increase in pedestrian or traffic in the public way. Most of our clients will take advantage of available parking in front of the building (thus freeing up spaces on Green Bay road). Additionally, those folks who do park on Green Bay for other businesses, can make use of the pedestrian sidewalks to get access to Sole + Luna.

5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the special use exists or are to be provided;

Sole + Luna is a “by appointment” based business. We expect to be open 5-6 days of the week, but at any given time of open operation, there is room for 5-7 customers total for services that last from 8 minutes to 60 minutes. Classes and workshops would take place sporadically and would max out at 20 guests. We expect no more than 2-3 employees during business hours, and have no plans to increase this number at this time. While we are not an existing business, we predict that this model will not have major impacts on parking or traffic. The expected occupancy is similar, if not exactly the same as the previous business- Sawbridge Studio. With that, the vehicle and pedestrian traffic will not create a significant change to previous traffic patterns.

6. That the special use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;

Sole + Luna otherwise adheres to the current ordinances and codes in place. We will bring a wellness business that is a growing movement on both US coasts and is starting to grow in the Midwest. In our market research, we have learned that a good number of Winnetka residences go outside of the village to seek these treatments in neighboring towns. We are excited to bring a new level of accessible self care and convenience to our community in the hopes that they will build it into their daily routine.

Amy Bradley Bio

Amy was born on the north shore of Chicago and has always had a deep connection to her roots. After meeting her future husband Matt at college in Connecticut, the two decided to return to the suburbs of Chicago to start and raise their family. They are active members in the Winnetka community as well as Sacred Heart school and parish. In 2016, with four kids aged 9 and under, Amy was diagnosed with stage 2b Breast Cancer. After going through multiple rounds of chemotherapy, radiation and three surgeries, Amy found herself questioning her health and how to best heal after a grueling 2 years. Thankfully, this experience opened her eyes to the importance of self care and wellness. She has spent the last year taking courses online to become a health and wellness coach at the Integrative Institute of Nutrition, but more than that has thrown herself into researching many of the various modalities to achieve wellness and is passionate about sharing that knowledge and resources with the larger community. She also hopes to be of service to any who find themselves facing a health crisis and would like to pay forward the love and knowledge she attained on her journey. Amy is thrilled that the fruition of Sole + Luna will allow her to not only realize her dream to help others, but will serve to help support and grow the local business community.

Jessica Dietrich Bio

Jessica Dietrich has a special place in her heart for the entrepreneurial spirit. That love has lead her from corporate network television sales to a gourmet chocolate company and now to WINKdesign. With an undergraduate degree in Broadcast Journalism and a masters in Integrated Marketing Communications, she basically loves to get a brand's story and find creative ways to showcase their spirit. In 2016, Jessica and her husband Pete, picked up their family and moved to Hong Kong for a business opportunity. While she was looking for adventure and culture, she was surprised by the Eastern style of self care. Foot Spa's, Lymphatic Massage, cupping and the overall wellness that was practiced daily by all ages and genders. It became a way of life for two and a half years. When she returned to Winnetka in December of 2018, she was made very aware of the lack of wellness options available, especially for busy moms and dads who were racing through their daily schedules but not taking time for their health. Based on her previous experiences, Jessica is ready to take her entrepreneurial experience and pair it with her love of wellness to create Sole + Luna, a space that will make self care accessible daily to the local community.

Sole + Luna Wellness Studio
1015 Tower Court Parking Study

As promised, we have conducted a parking study to better understand the parking needs and flow of traffic that will be affected by the opening of Sole + Luna Wellness Studio. The purpose of this study was to determine the availability of existing parking in the area and evaluate the adequacy to accommodate the parking needs of Sole + Luna's business model.

The space in question is 1015 Tower Court. As it currently stands, there is Strength Time to the north and the gas station to the South. There are 18 (plus 2 additional Handicap spots) parking spots for 90 minute parking 8am-6pm. There are 20+ spots in the vicinity that are designated to Zone A Permit parking only from 8am-5pm M-F. These spots are available on weekends. There are ample spots available on GreenBay Rd from Gage to Tower. Clients could park here and walk through to Sole + Luna Wellness Studio as well.

As for employees, at any given time, there will be 2-3 employees at Sole + Luna between the hours of 9:30-6pm M-F. To accommodate employees, there is parking lots available South of the Tower/Greenbay Rd. intersection (near McDonalds.) There is also parking along Hubbard Woods Park (4 hour limit.) Lastly, there is employee parking in the lot next to the Train stop just South of Scott Ave and East of Greenbay Rd. (East of Mino's restaurant.) We do not anticipate problems for employee parking outside of the parking spots available for clients.

To determine the availability of parking, spots were counted and monitored Saturday November 9, 2019-Wednesday, November 13, 2019. The summary of results can be found in Table 1. The numbers in the chart represent the available parking spots at the times we reviewed.

DATE	TIME	90 Minute. (18 spots available)	GreenBay Rd. (20 spots available)	Zone A Permit (20+ spots available)	HW Park/GAGE, 4 hour parking (20+ spots available)
SAT-11/9	10:00 AM	14	7	OPEN	5
	12:00 PM	13	5	OPEN	6
	2:00 PM	12	5	OPEN	8
SUN-11/10	10:00 AM	16	6	OPEN	4
	12:00 PM	12	4	OPEN	6
	2:00 PM	15	7	OPEN	5
MON-11/11	9:30 AM	13	5	3	8
	12:00 AM	12	4	2	5
	3:30 PM	14	5	4	8
TUE-11/12	9:00 AM	13	5	2	4
	11:30 AM	10	6	3	4
	2:00 PM	14	8	3	10
	4:00 PM	10	10	4	16
WE-11/13	9:30 AM	9	11	2	8
	11:00 AM	8	4	2	6
	12:30 PM	9	5	3	5
	3:30 PM	12	6	3	7

From the results in Table 1 you can conclude that in any given time of the day there is adequate parking for Sole + Luna Wellness Customers. There will be meditations and workshops at sporadic times in the day with a maximum of 10 clients. One of these sessions will be from 9:30-10am before other services and retail are available in the studio. There are 5 different services available during 10-6pm that can last 8-60 minutes which would result in 5-8 clients at any one time during the day . There will be limited workshops on evening hours that could extend to 20 clients- but at this time, there is ample parking as zone A permit spots expire and open up. We plan to have limited weekend hours (9am-12pm), Mondays we will be closed except for meditations 9-10am, and Tuesday-Friday we plan to host meditations 9:30-10am and then open from 10am-6pm for services. We are currently deciding to have one weekday evening with extended hours for working clients to enjoy the retail and services.

Memorandum

To: Winnetka Plan Commission, Winnetka Zoning Board of Appeals
CC: Brian Norkus
From: Steven M. Saunders, Director of Public Works/Village Engineer
Date: November 26, 2019
Re: Special Use Permit Application – Tower Court: Sole & Luna Wellness Studio

I have reviewed the Special Use permit application to allow a wellness center at 1015 Tower Court, in the former Sawbridge Studios location. The site is located along the west side of Tower Court, north of Tower Road and east of Green Bay Road. A wellness center over 2,500 square feet requires a Special Use permit from the Village. Among the conditions to be satisfied for a Special Use to be granted is the following:

“That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;”

Currently, parking in the vicinity of the proposed Special Use is located on Green Bay Road, and in the Village-owned Tower Court and Tower/Locust parking lots. Parking is also available on Gage Street near Hubbard Woods Park, although this is somewhat remote from the site. The application materials indicate that the proposed space will be approximately 3,400 square feet. The applicant has self-performed a parking evaluation to determine the number of available spaces in the vicinity of the proposed Special Use, and has compared that with expected employee and client parking demand at key times.

The applicant anticipates two to three employees on average during business hours (10:00 am to 6:00 pm). Client numbers are described as follows:

“There will be meditations and workshops at sporadic times in the day with a maximum of 10 clients. One of these sessions will be from 9:30-10am before other services and retail are available in the studio. There are 5 different services available during 10-6pm that can last 8-60 minutes which would result in 5-8 clients at any one time during the day. There will be limited workshops on evening hours that could extend to 20 clients- but at this time, there is ample parking as zone A permit spots expire and open up. We plan to have limited weekend hours (9am-

12pm), Mondays we will be closed except for meditations 9-10am, and Tuesday-Friday we plan to host meditations 9:30-10am and then open from 10am-6pm for services. We are currently deciding to have one weekday evening with extended hours for working clients to enjoy the retail and services.”

This section can be summarized to say that during and immediately before business hours, a maximum of 13 spaces would be needed (3 employees and 10 clients), and that during some evenings as many as 23 spaces would be needed. The following table represents the number of available parking spaces in the vicinity of the proposed Special Use during the counting period November 9 through November 13:

DATE	TIME	90 Minute. (18 spots available)	GreenBay Rd. (20 spots available)	Zone A Permit (20+ spots available)	HW Park/GAGE, 4 hour parking (20+ spots available)
SAT-11/9	10:00 AM	14	7	OPEN	5
	12:00 PM	13	5	OPEN	6
	2:00 PM	12	5	OPEN	8
SUN-11/10	10:00 AM	16	6	OPEN	4
	12:00 PM	12	4	OPEN	6
	2:00 PM	15	7	OPEN	5
MON-11/11	9:30 AM	13	5	3	8
	12:00 AM	12	4	2	5
	3:30 PM	14	5	4	8
TUE-11/12	9:00 AM	13	5	2	4
	11:30 AM	10	6	3	4
	2:00 PM	14	8	3	10
	4:00 PM	10	10	4	16
WE-11/13	9:30 AM	9	11	2	8
	11:00 AM	8	4	2	6
	12:30 PM	9	5	3	5
	3:30 PM	12	6	3	7

It is clear that the number of adjacent 90-minute spots, plus the availability of parking on Green Bay Road, is sufficient to support the anticipated client parking demand. Based on Village parking permit regulations, the employees would be required to park in the A permit zones. With an anticipated demand of 2 to 3 spaces, the nearby A zone spaces should be sufficient most of the time. Overflow A zone spaces are available for the Hubbard Woods employees in the Hubbard Woods Parking Structure.

Based on the foregoing, it is my opinion that these anticipated staffing and customer levels should create no adverse impact on parking or traffic, and sufficient parking exists for this proposed special use.



Agenda Item Executive Summary

Title: Ordinance No. M-2-2020: 419 & 429 Sheridan Road Consolidation Final Plat, Variations and a Special Exception (Introduction & Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 01/07/20

Consent: YES NO

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

Item History:

None.

Executive Summary:

On January 7, the Village Council is scheduled to consider Ordinance No. M-2-2020 pursuant to an application submitted by Muneer Satter (the "Applicant"). The Applicant is requesting approval of a final plat of subdivision to consolidate two lots into a single Lot of Record, allow construction of a pergola, and a special exception to maintain the three existing driveway entrances on the proposed consolidated lot. The request requires approval of the following zoning variations:

1. Side yard setback of 10.32 feet from the south property line to the existing residence at 419 Sheridan Road, whereas a minimum of 12 feet is required: a variation of 1.68 feet (14%) [Note: The existing residence is nonconforming with respect to the minimum required side yard setback];
2. Total side yard setback of 23.42 feet for the existing improvements as well as the proposed pergola, whereas a minimum of 66.02 feet is required: a variation of 42.6 feet (64.52%), which is due to an increase in required total side yards as a result of the proposed increase in total lot area and increase in average lot width; and
3. Front yard setback of 37 feet from the water's edge to the existing boathouse at 419 Sheridan Road, whereas a minimum of 50 feet is required: a variation of 13 feet (26%) [Note: The boathouse is nonconforming with respect to the minimum required front yard setback from Lake Michigan due to the increase in the level of Lake Michigan].

The application was considered by the Plan Commission (PC) on November 20, 2019 and the Zoning Board of Appeals (ZBA) on December 9, 2019. The PC unanimously recommended approval of the final plat of subdivision and the related variations with the following conditions:

1. All necessary signature blocks be provided in a format acceptable to the Village Attorney;
2. Village Council approval of the Applicant's request to allow three driveways on the newly created lot; and
3. The Final Plat of consolidation be approved by both the Illinois Department of Transportation and Illinois Department of Natural Resources prior to recording of the Final Plat.

Executive Summary (continued):

The Applicant is in the process of obtaining approval from both the Illinois Department of Transportation and the Illinois Department of Natural Resources.

Minutes of the ZBA meeting are not yet available; however, the Board voted unanimously to recommend approval of the variations without conditions.

In addition to the requested zoning relief outlined above, the Applicant is also requesting a special exception from Section 12.12.020 of the Village Code to retain the three existing driveway entrances on the proposed consolidated lot. The lot at 419 Sheridan Road has a circular driveway with two entrances on Sheridan Road; and 429 Sheridan Road has one driveway entrance on Sheridan Road. Village Code allows a maximum of two driveway access points on a single lot. The Applicant is requesting approval to maintain the three existing driveways.

Details of the request can be found in the attached staff report to the ZBA. A similar report was provided to the PC. If you would like additional details please reference this report, which is included as Attachment 2.

Recommendation:

Consider waiving introduction of Ordinance No. M-2-2020 and consider adoption of the Ordinance OR consider only introduction of Ordinance No. M-2-2020.

The Ordinance would approve a final plat of consolidation, zoning variations, and a special exception to allow the consolidation of 419 Sheridan Road and 429 Sheridan Road.

Attachments:

Attachment 1: Ordinance No. M-2-2020

Attachment 2: December 3, 2019 ZBA Staff Report and Attachments

Attachment 3: Excerpt of draft November 20, 2019 PC meeting minutes

Attachment 1

ORDINANCE NO. M-2-2020

AN ORDINANCE GRANTING VARIATIONS FROM THE WINNETKA ZONING ORDINANCE, GRANTING A SPECIAL EXCEPTION FROM THE WINNETKA VILLAGE CODE, AND APPROVING A FINAL PLAT OF CONSOLIDATION (419-429 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; and

WHEREAS, Chicago Title Land Trust Company, as Trustee under the provisions, of a certain Trust Agreement dated 9th day of October, 2001 and known as Trust Number 128287 (“**Applicant**”) is the record owner of the properties commonly known as 419 Sheridan Road, Winnetka, Illinois (“**419 Sheridan Road**”) and 429 Sheridan Road, Winnetka, Illinois (“**429 Sheridan Road**”); and

WHEREAS, 419 Sheridan Road and 429 Sheridan Road are located within the R-2 Single Family Residential District (“**R2 District**”), measuring 64,716 and 33,433 square feet, respectively, and are each improved with a single-family residence and various accessory buildings; and

WHEREAS, the Applicant desires to consolidate 419 Sheridan Road and 429 Sheridan Road into a single parcel (“**Subject Property**”), which Subject Property is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance; and

WHEREAS, pursuant to Section 17.30.060.A of the “Winnetka Zoning Ordinance,” as amended (“**Zoning Ordinance**”), properties in the R2 District with an average lot width of 100 feet or more must maintain a minimum side yard setback of twelve feet (“**Side Yard Setback Regulation**”); and

WHEREAS, pursuant to Section 17.30.050.A of the Zoning Ordinance, properties abutting Lake Michigan must maintain a minimum front yard setback from the water’s edge of 50 feet (“**Lakefront Setback Regulation**”); and

WHEREAS, pursuant to Section 17.30.060.B of the Zoning Ordinance, properties in the R2 District with an average lot width of 100 feet or more must maintain a total side yard setback equal to thirty percent of the average lot width (“**Total Side Yard Setback Regulation**”); and

WHEREAS, upon approval of the final plat of subdivision consolidating 419 Sheridan Road and 429 Sheridan Road (“**Plat of Consolidation**”), the Total Side Yard Setback Regulation would require the Subject Property to maintain a total side yard setback of at least 66.02 feet; and

WHEREAS, pursuant to Section 12.12.020.D of the Winnetka Village Code (“**Village Code**”), lots with a width in excess of 75 feet may not have more two curb cuts for driveways (“**Driveway Regulation**”); and

WHEREAS, on August 30, 2019, the Applicant filed an application for: (i) approval of the Plat of Consolidation; (ii) a variation from the Side Yard Setback Regulation to permit the existing residence on 419 Sheridan to remain with a side yard setback of only 10.32 feet (“*Side Yard Setback Variation*”); (iii) a variation from the Lakefront Setback Regulation to permit the existing accessory structure on 419 Sheridan to remain with a front yard setback along the lakefront of only 37 feet (“*Lakefront Setback Variation*”); (iv) a variation from the Total Side Yard Setback Regulation to permit the Subject Property to have a total side yard setback of less than 66.02 feet (“*Total Side Yard Setback Variation*”); and (v) a special exception from Village Code to allow three curb cuts on the subject property for driveways on the Subject Property (“*Special Exception*”) (the Plat of Consolidation, Side Yard Setback Variation, Lakefront Setback Variation, Total Side Yard Setback Variation, and Special Exception are, collectively, the “*Requested Relief*”); and

WHEREAS, the State of Illinois Subdivision standards require that any subdivision bordering a state highway receive approval from the Illinois Department of Transportation, and any subdivision plats bordering a public waterway receive approval from Illinois Department of Natural Resources (“*Special Approvals*”); and

WHEREAS, pursuant to proper notice and in accordance with the Zoning Ordinance, the Winnetka Zoning Board of Appeals (“*ZBA*”) held a public hearing on the Side Yard Setback Variation, Lakefront Setback Variation, and Total Side Yard Setback Variation (collectively, the “*Variations*”), on December 9, 2019, and by unanimous vote of the five members then present, voted to recommend that the Village Council approve the Requested Relief; and

WHEREAS, pursuant to proper notice and in accordance with the Village Zoning Ordinance, the Winnetka Plan Commission held a public hearing on the Requested Relief, which public hearing commenced on November 20, 2019; and

WHEREAS, the Plan Commission determined that certain nonconformities exist on the Subject Property, and that approval of the Plat of Consolidation would not result in a material increased adverse impact upon public health, safety, or welfare; and

WHEREAS, on November 20, 2019, the Plan Commission by unanimous vote of the five members present, voted to recommend that the Village Council approve the Requested Relief conditioned upon: (i) Submission of a final plat with signature blocks in a form acceptable to the Village Attorney; (ii) Village Council approval of the Special Exception; and (iii) receipt of the Special Approvals; 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; (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 (iii) the construction and maintenance of proposed driveways on the property with three curb cuts will not substantially impair, endanger, or interfere with the public safety; and

WHEREAS, the Village Council has determined that approval of the Requested Relief is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF SIDE YARD SETBACK VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, a variation from Section 17.30.060.A of the Zoning Ordinance to permit a side yard setback of less than twelve feet is 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: APPROVAL OF LAKEFRONT SETBACK VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, a variation from Section 17.30.050.A the Zoning Ordinance to permit a front yard setback along the lakefront of less than 50 feet is hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 4: APPROVAL OF TOTAL SIDE YARD SETBACK VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, a variation from Section 17.30.060.B of the Zoning Ordinance to permit a total side yard setback of less than 66.02 feet is hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 5: APPROVAL OF SPECIAL EXCEPTION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, a special exception from Section 12.12.020.D of the Village Code is hereby granted to permit three curb cuts to allow for three driveways on the Subject Property.

SECTION 6: APPROVAL OF PLAT OF CONSOLIDATION. The Plat of Consolidation for the Subject Property, consisting of two sheets, and prepared by Greengard Inc., on August 7, 2019, attached to, and by this reference, made a part of this Ordinance as **Exhibit B** shall be, and is hereby, approved in substantially the following form attached, and in a final form to be approved by the Village Manager.

SECTION 7: AUTHORIZATION TO EXECUTE PLAT OF CONSOLIDATION. The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Plat of Consolidation, subject to certification by the Office of the Cook County Clerk that there are no property tax delinquencies, as well as all other certifications as necessary.

SECTION 8: RECORDATION OF PLAT OF CONSOLIDATION. The Village Manager is hereby directed to record the Plat of Consolidation in the Office of the Cook County Recorder upon the occurrence of all of the events listed in Section 9 of this Ordinance.

January 7, 2020

M-2-2020

SECTION 9: CONDITIONS. The Requested Relief granted pursuant to Sections 2 through 6 of this Ordinance is subject to, and contingent upon, compliance with the following conditions:

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the 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 construction, development, use, and maintenance of the Subject Property must be in general accordance with the following documents and plans, which are attached as group **Exhibit C**, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards:
 - 1. The set of plans entitled, “Overall Site Plan,” prepared by Mariani Landscape, with a latest revision date of September 30, 2019;
 - 2. The Page C-1 and C-2 of the set of plans entitled, “Site Plan,” prepared by Boilini Company, Inc., with a latest revision date of October 1, 2019;

SECTION 10: 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 11: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2 through 6 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Sections 2 through 6 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 12: 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 13: 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;
3. The receipt of the Special Approvals from the Illinois Department of Transportation and Illinois Department of Natural Resources; and
4. 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 13.A.4 of this Ordinance within 15 business 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 _____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2020.

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 _____,
2020.

Introduced: January 7, 2020

Passed and Approved: _____, 2020

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOTS 1 AND 2 IN CHARLES FULLERS SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEROF RECORDED JULY 18, 1906 AS DOCUMENT 3896450 TOGETHER WITH ALL THE RIPARIAN AND SHORE RIGHTS, THEREUNTO BELONGING OR IN ANY WISE APPERTAINING, IN COOK COUNTY, ILLINOIS.

Commonly known as 419 Sheridan Road, Winnetka, Illinois.

PIN: 05-21-202-004-0000

LOT 2, TOGETHER WITH RIPARIAN RIGHTS AND ACCRETIONS, IN BURNETT AND SHAW'S SUBDIVISION OF PART OF THE NORTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 429 Sheridan Road, Winnetka, Illinois.

PIN: 05-21-202-003-0000

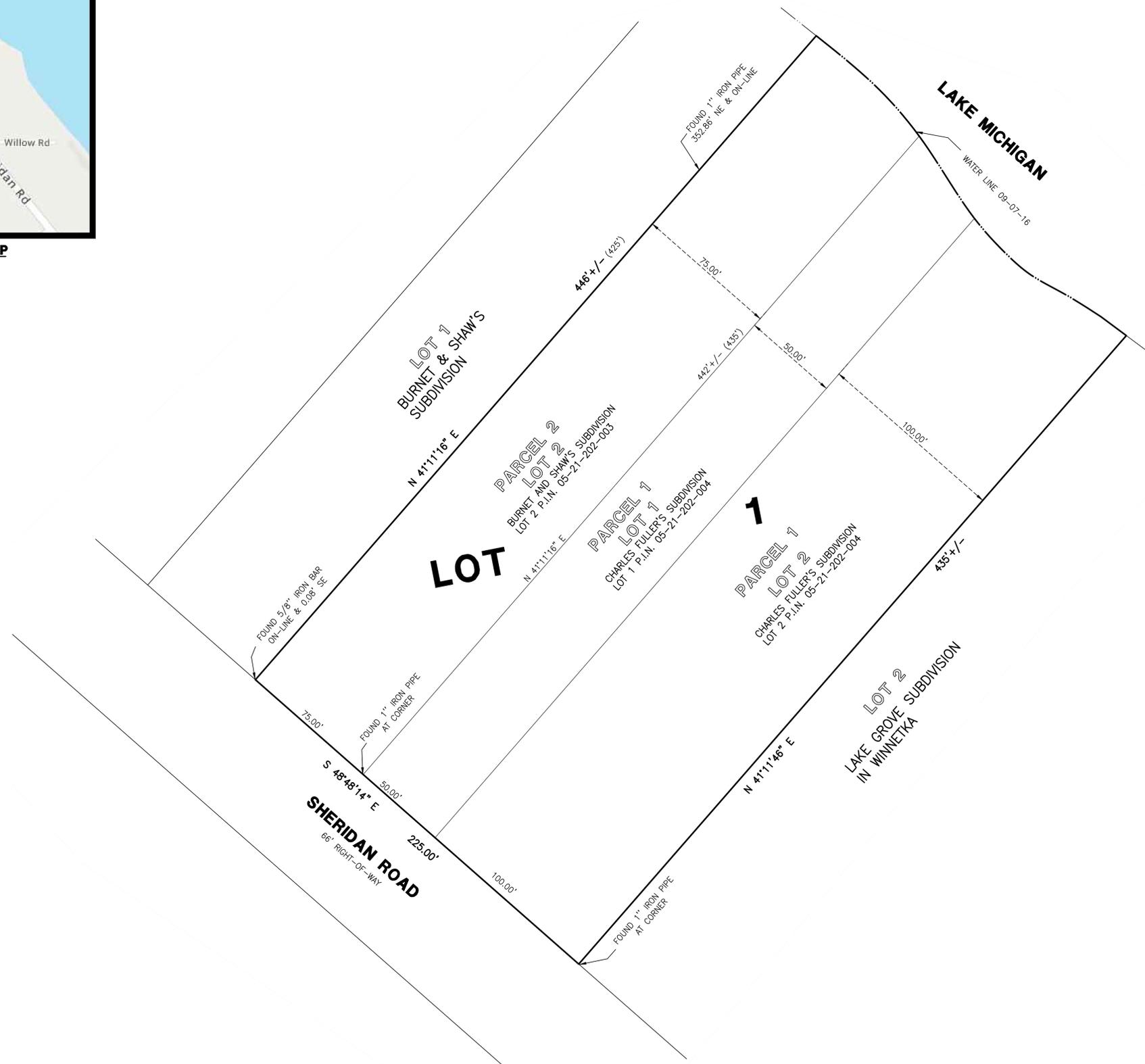
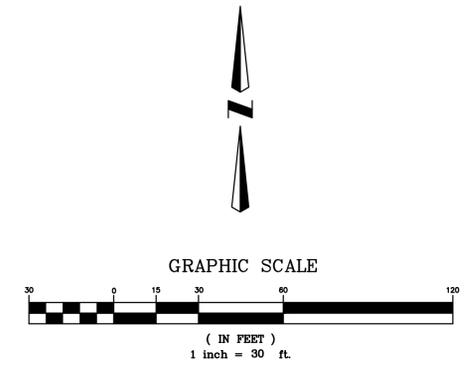
EXHIBIT B
PLAT OF CONSOLIDATION
(SEE ATTACHED EXHIBIT B)

FINAL PLAT 419 & 429 SHERIDAN CONSOLIDATION

BEING A CONSOLIDATION OF LOTS 1 AND 2 IN CHARLES FULLER'S SUBDIVISION AND LOT 2 IN BURNET AND SHAW'S SUBDIVISION BOTH IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



LOCATION MAP
NOT TO SCALE



CURRENT P.I.N. NUMBERS
 PARCEL 1-P.I.N. 05-21-202-004-0000
 PARCEL 2-P.I.N. 05-21-202-005-0000

SEND FUTURE TAX BILL TO:

SUBMITTED BY AND RETURN PLAT TO:
 VILLAGE OF WINNETKA
 COMMUNITY DEVELOPMENT DEPARTMENT
 510 GREEN BAY ROAD, WINNETKA, ILLINOIS 60093

- SURVEYORS NOTES:**
1. THE BEARINGS SHOWN ON THIS PLAT ARE ON AN ASSUMED BASIS.
 2. THIS PLAT OF RESUBDIVISION IS BASED UPON A BOUNDARY SURVEY SIGNED BY GREENGARD INC. ON SEPTEMBER 29, 2016.
 3. EXISTING IMPROVEMENTS NOT SHOWN.
 4. THERE ARE ADDITIONAL EXISTING EASEMENTS ON THE PROPERTY THAT ARE NOT SHOWN HEREON. COPIES OF SAID EASEMENTS COULD NOT BE FURNISHED.

GENERAL NOTES:

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.

DATE	BY	REVISIONS
12-03-19	JS	REVISED PER CLIENT REVIEW
11-21-19	JS	REVISED PER VILLAGE REVIEW
08-14-19	JS	ADDED MORTGAGE CERTIFICATE

DESIGNED BY:	DATE:	CHECKED BY:	DATE:	APPROVED BY:	DATE:
AN	08-07-19	JRS	08-07-19		

GREENGARD, INC.
 Engineers • Surveyors • Planners
 111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615
 PHONE: 847-634-3883 FAX: 847-634-0687
 E-MAIL: 231@GREENGARDINC.COM ILL. REGISTRATION NO. 184-000995

SCALE:	1"=30'
DRAWING No.	59048
SHEET	1 of 2

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTIONS, CERTIFICATES AND PROVISIONS
419 & 429 SHERIDAN ROAD – WINNETKA, IL.
PLAT OF CONSOLIDATION

FINAL PLAT 419 & 429 SHERIDAN CONSOLIDATION

BEING A CONSOLIDATION OF LOTS 1 AND 2 IN CHARLES FULLER'S SUBDIVISION AND LOT 2 IN BURNET AND SHAW'S SUBDIVISION BOTH IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

OWNER'S CERTIFICATE - 419 SHERIDAN

STATE OF ILLINOIS }
COUNTY OF _____ } SS

THIS IS TO CERTIFY THAT THE _____ AN ILLINOIS CORPORATION, AS TRUSTEE UNDER A TRUST AGREEMENT

DATED _____ AND KNOWN AS TRUST NO. _____ IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND NOT INDIVIDUALLY BUT AS SUCH TRUSTEE HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND THE SAID CORPORATION, NOT INDIVIDUALLY BUT AS TRUSTEE, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

THIS IS TO ALSO CERTIFY THAT AS OWNER OF THE PROPERTY DESCRIBED AS 419 & 429 SHERIDAN CONSOLIDATION AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICTS IN WHICH EACH OF THE FOLLOWING LOTS LIE.

SCHOOL DISTRICTS	LOT NUMBERS
ELEMENTARY SCHOOL DISTRICT NO. 36 NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT NO. 203	ALL LOTS

DATED AT _____, ILLINOIS
CITY _____

DATED THIS _____ DAY OF _____, A.D. 20____.

_____, AS TRUSTEE UNDER TRUST NO. AND NOT INDIVIDUALLY.

BY: _____ ATTEST: _____
SIGNED SIGNED

TITLE: _____ TITLE: _____
PRINT TITLE PRINT TITLE

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY, THAT _____ PRINT NAME _____ AND _____ PRINT NAME _____ TITLE _____ OF SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS SUCH _____ AND _____ RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF SAID TRUST, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC _____

PRINT NAME _____

MY COMMISSION EXPIRES ON _____, 20____.

OWNER'S CERTIFICATE - 429 SHERIDAN

STATE OF ILLINOIS }
COUNTY OF _____ } SS

THIS IS TO CERTIFY THAT THE _____ AN ILLINOIS CORPORATION, AS TRUSTEE UNDER A TRUST AGREEMENT

DATED _____ AND KNOWN AS TRUST NO. _____ IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND NOT INDIVIDUALLY BUT AS SUCH TRUSTEE HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND THE SAID CORPORATION, NOT INDIVIDUALLY BUT AS TRUSTEE, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

THIS IS TO ALSO CERTIFY THAT AS OWNER OF THE PROPERTY DESCRIBED AS 419 & 429 SHERIDAN CONSOLIDATION AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICTS IN WHICH EACH OF THE FOLLOWING LOTS LIE.

SCHOOL DISTRICTS	LOT NUMBERS
ELEMENTARY SCHOOL DISTRICT NO. 36 NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT NO. 203	ALL LOTS

DATED AT _____, ILLINOIS
CITY _____

DATED THIS _____ DAY OF _____, A.D. 20____.

_____, AS TRUSTEE UNDER TRUST NO. AND NOT INDIVIDUALLY.

BY: _____ ATTEST: _____
SIGNED SIGNED

TITLE: _____ TITLE: _____
PRINT TITLE PRINT TITLE

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY, THAT _____ PRINT NAME _____ AND _____ PRINT NAME _____ TITLE _____ OF SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS SUCH _____ AND _____ RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF SAID TRUST, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC _____

PRINT NAME _____

MY COMMISSION EXPIRES ON _____, 20____.

MORTGAGEE CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } SS

THIS IS TO CERTIFY _____ AS MORTGAGE HOLDER OF THE PROPERTY DESCRIBED HEREON DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID PROPERTY AS SHOWN ON THE PLAT HEREON DRAWN.

_____ AS MORTGAGE HOLDER.

BY: _____

ATTEST: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } SS

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT OF THE _____ DID PERSONALLY APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN THE HEREON DRAWN PLAT AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC _____

IDOT DISTRICT ENGINEER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF SECTION 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS", AS AMENDED. A PLAN THAT MEETS REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DATED THIS _____ DAY OF _____, A.D. 20____.

BY: _____
ANTHONY J. QUIGLEY, P.E.
REGION ONE ENGINEER

ILLINOIS DEPARTMENT OF NATURAL RESOURCES CERTIFICATE OF STATE OF ILLINOIS

APPROVED BY THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF ILLINOIS INsofar AS THIS CONSOLIDATION PLAT, SHOWING LANDS BORDERING UPON OR INCLUDING PUBLIC WATERS OF THE STATE OF ILLINOIS, RELATES TO THE PROVISIONS OF 615 ICLS 5/7, "AN ACT IN RELATION TO THE REGULATION OF RIVERS, LAKES, AND STREAMS OF THE STATE OF ILLINOIS" APPROVED JUNE 10, 1911, AS AMENDED, REQUIRING REVIEW AND APPROVAL BY SAID DEPARTMENT AS TO THE BOUNDARY LINE BETWEEN PRIVATE INTERESTS AND PUBLIC INTERESTS.

DATED AT SPRINGFIELD, ILLINOIS THIS _____ DAY OF _____, A.D. 20____.

APPROVED: _____
DIRECTOR

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20____.

BY: _____
VILLAGE ENGINEER

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, _____, VILLAGE COLLECTOR OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREON THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT OF CONSOLIDATION.

DATED THIS _____ DAY OF _____, A.D. 20____.

BY: _____
VILLAGE COLLECTOR

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

APPROVED BY THE DIRECTOR OF WATER AND ELECTRIC DEPARTMENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20____.

BY: _____
WATER AND ELECTRIC DIRECTOR

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

APPROVED BY THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS PLAN COMMISSION

DATED THIS _____ DAY OF _____, 20____.

BY: _____
PLAN COMMISSION CHAIRMAN

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20____.

BY: _____
VILLAGE PRESIDENT, WINNETKA, ILLINOIS

ATTEST: _____
CLERK

SURVEYORS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

THIS IS TO STATE THAT WE GREENGARD, INC., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:
LOTS 1 AND 2 IN CHARLES FULLER'S SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1908 AS DOCUMENT 3896450 TOGETHER WITH ALL THE RIPARIAN AND SHORE RIGHTS, THEREUNTO BELONGING OR IN ANY WISE APPERTAINING, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
419 SHERIDAN ROAD, WINNETKA, ILLINOIS 60093
PARCEL AREA = 64,716 SQ.FT. +/- BASED ON WATERLINE
LOCATED ON SEPTEMBER 7, 2016
P.I.N. 05-21-202-004-0000

PARCEL 2:
LOT 2, TOGETHER WITH RIPARIAN RIGHTS AND ACCRETIONS, IN BURNETT AND SHAW'S SUBDIVISION OF PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
429 SHERIDAN ROAD, WINNETKA, ILLINOIS 60093
PARCEL AREA = 33,433 SQ.FT. +/- BASED ON WATERLINE
LOCATED ON SEPTEMBER 7, 2016
P.I.N. 05-21-202-003-0000

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

THE ABOVE DESCRIBED TRACT IS LOCATED WITHIN ZONE X, AREA OF MINIMAL FLOOD HAZARD AND ZONE AE, WITH A BASE FLOOD ELEVATION OF 585 FEET (BEACH AREA) AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17031C0251J, WITH A MAP REVISED DATE OF AUGUST 19, 2008 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE VILLAGE OF WINNETKA, ILLINOIS, WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED.

DATED THIS _____ DAY OF _____, A.D. 20____.

GREENGARD, INC.
111 BARCLAY BLVD., SUITE 310
LINCOLNSHIRE, ILLINOIS 60069-2906

JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/20.



PERMISSION TO RECORD

THE UNDERSIGNED HEREBY AUTHORIZES THE VILLAGE OF WINNETKA AND/OR ITS DESIGNATED AGENTS TO RECORD SAID RESUBDIVISION PLAT WITH THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON BEHALF OF THE UNDERSIGNED.

THIS _____ DAY OF _____, A.D. _____

GREENGARD, INC.
111 BARCLAY BLVD., SUITE 310
LINCOLNSHIRE, ILLINOIS 60069-2906

JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/20.

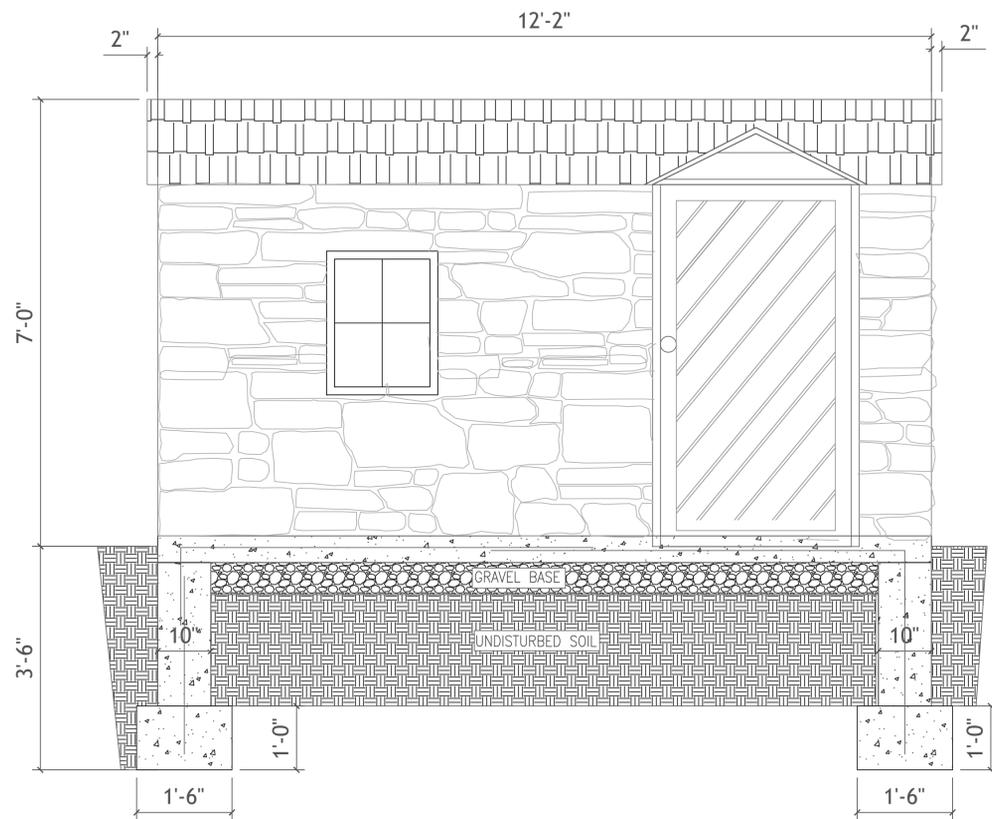


DESIGNED BY: AN DATE: 08-07-19	DATE: 08-07-19	SCALE: N.A.	419 & 429 SHERIDAN ROAD - WINNETKA, IL.
CHECKED BY: JRS DATE: 08-07-19	DATE: 08-07-19	DRAWING NO.: 59048	
APPROVED BY: _____ DATE: _____	DATE: _____	SHEET: 2 of 2	
REVISIONS	REVISIONS		

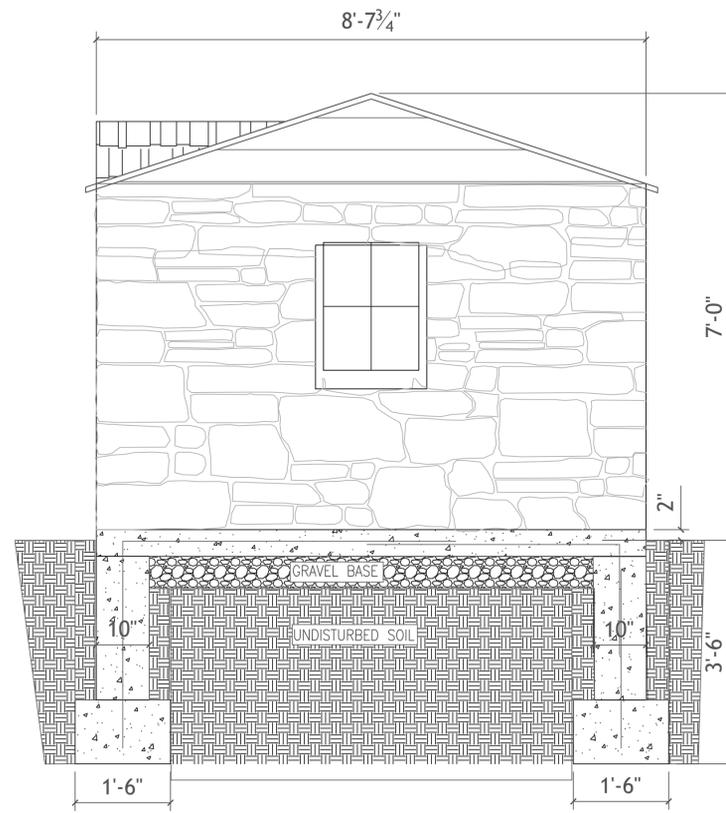
GREENGARD, INC.
Engineers • Surveyors • Planners

111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615
PHONE: 847-634-3883 E-MAIL: 231@GREENGARDINC.COM
FAX: 847-634-0687 ILL. REGISTRATION NO. 184-000995

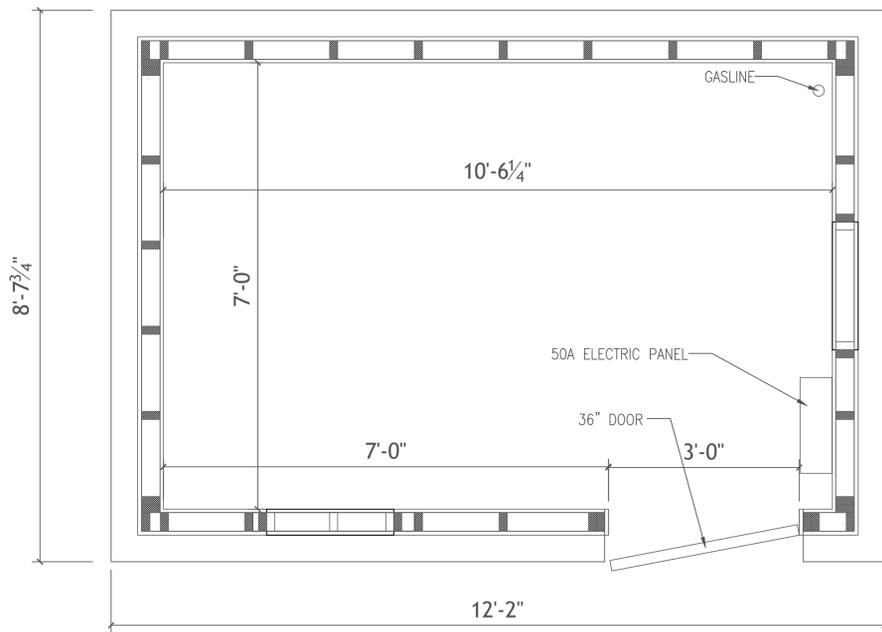
EXHIBIT C
PLANS
(SEE ATTACHED EXHIBIT C)



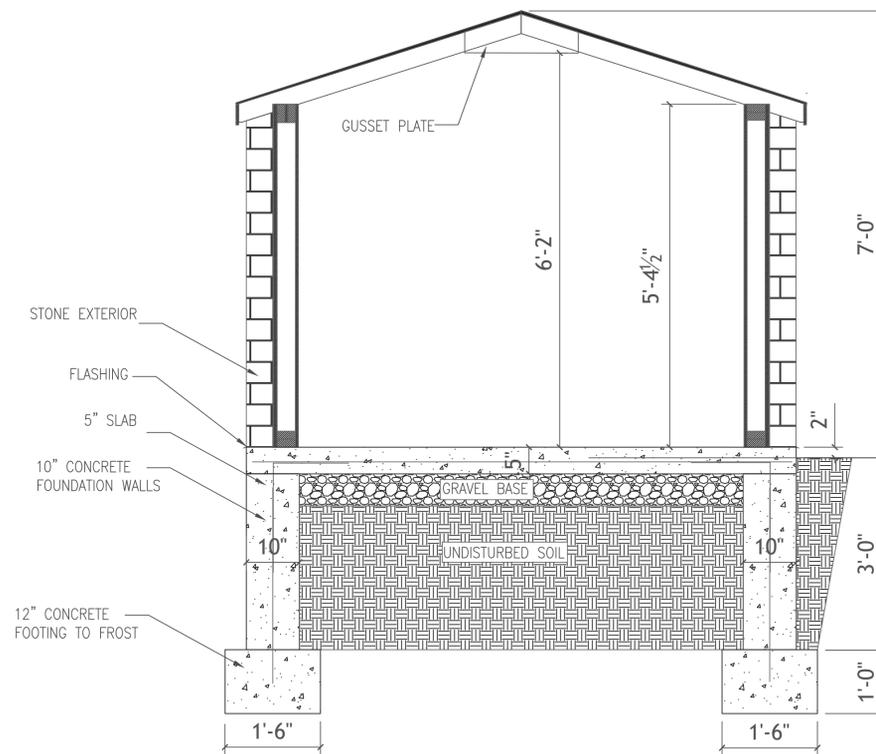
1 SECTION
SCALE: 3/4" = 1'-0"



2 SECTION
SCALE: 3/4" = 1'-0"



3 PLAN
SCALE: 3/4" = 1'-0"



4 SECTION DETAIL
SCALE: 3/4" = 1'-0"

NOTES:

FLAT CEILING STRUCTURE W/
SIMPLE TRUSS ROOF STRUCTURE

PROVIDE PROPER VENTILATION
FOR SNOW MELT BOILER

PROVIDE DOOR / WINDOW
SIZED AND LOCATED PER PLAN

2X4 WOOD FRAMING @ 16" O.C.
W/ 3/4" OSB SHEATHING @ ALL
EXTERIOR WALLS & WATER
RESISTANT GYPSUM BOARD AT
INTERIOR. STONE SIDING EXP.
TO MATCH FINISH ON EXIST.
RES.

5" THICK SLAB/W
3500 PSI & #10 MESH 6"x 6"

10" THICK FOUNDATION &
12" THICK FOOTING 3500 PSI
& #5 BAR 18" O.C.E.W.

BOILINI COMPANY, INC.
Pool & Spa Construction
342 N. Fourth Street
Libertyville, Illinois 60048
847.680.8800
Fax: 847.680.8898
www.boilini.com

PROJECT NAME:
SATTER
DESCRIPTION:
SNOW MELT BOILER SHED
ADDRESS:
429 SHERIDAN
WINNETKA IL
CLIENT:

THIS SEAL APPLIES TO THE FOLLOWING DOCUMENTS
SHEET NUMBER: C-1 THRU C-3
ALL DOCUMENTS UNDER THIS STAMP BEAR THE SAME
ISSUE DATE AS THE SEALED COPY.

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED
UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE
AND BELIEF, CONFORM TO THE APPLICABLE CODES AND
ORDINANCES OF CHICAGO, ILLINOIS.

CHRISTOPHER C. COSS DATE
LICENSE EXPIRES 11-30-14

THESE DRAWINGS MAY HAVE BEEN REPRODUCED AT A
SCALE DIFFERENT THAN ORIGINALLY DRAWN. OWNER AND
ARCHITECT ASSUME NO RESPONSIBILITY FOR USE OF
INCORRECT SCALE.

CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS
PRIOR TO PROCEEDING WITH CONSTRUCTION AND NOTIFY
ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR
CONFLICTS. DO NOT SCALE DRAWINGS.

Date REV A 10/01/19
Previous Issues Date

Date 09/26/19

Drawn By XX

Checked By XX

Sheet:

C-2

01 of 03

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Chicago Title Land Trust Company, as Trustee under the provisions, of a certain Trust Agreement dated 9th day of October, 2001 and known as Trust Number 128287 ("*Applicant*") is the record owner of the properties commonly known as 419 Sheridan Road, Winnetka, Illinois ("*419 Sheridan Road*") and 429 Sheridan Road, Winnetka, Illinois ("*429 Sheridan Road*"); and

WHEREAS, the Applicant filed an application: (i) to consolidate 419 Sheridan Road and 429 Sheridan Road into a single parcel ("*Subject Property*"); (ii) for a variation to maintain the primary residential building on 419 Sheridan Road less than twelve feet from the property line in violation of Section 17.030.060.A of the Zoning Ordinance; (iii) for a variation to maintain the accessory structure on 419 Sheridan Road less than fifty feet from the lakefront in violation of Section 17.30.050.A of the Zoning Ordinance; (iii) for a variation to maintain the Subject Property with a total side yard setback of less than 66.02 feet in violation of Section 17.030.060.B of the Zoning Ordinance; and (v) a special exception to maintain three curb cuts for three driveways on the Subject Property in violation of Section 12.12.020 of Winnetka Village Code (collectively, the "*Requested Relief*"); and

WHEREAS, Ordinance No. M-2-2020, adopted by the Village Council on _____, 2020 ("*Ordinance*"), grants the Requested Relief for the Subject Property; and

WHEREAS, Section 13 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 15 business 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 Requested Relief 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 Requested Relief.

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: _____, 2020

ATTEST:

**CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE UNDER THE PROVISIONS,
OF A CERTAIN TRUST AGREEMENT
DATED 9TH DAY OF OCTOBER, 2001 AND
KNOWN AS TRUST NUMBER 128287**

By: _____

By: _____

Its: _____



**MEMORANDUM
VILLAGE OF WINNETKA**

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: DECEMBER 3, 2019
SUBJECT: CASE NO. 19-29-SD: 419 & 429 SHERIDAN ROAD - FINAL PLAT APPROVAL - 419 & 429 SHERIDAN CONSOLIDATION

INTRODUCTION

On December 9, 2019, the Zoning Board of Appeals is scheduled to hold a public hearing on an application submitted by Muneer Satter (the "Applicant"), as the owner of the properties located at 419 Sheridan Road and 429 Sheridan Road (the "Subject Property"). The Applicant has filed an application seeking Final Subdivision Plat approval to consolidate the existing two lots into a single lot of record, together with the following relief:

1. A zoning variation to permit the existing residence at 419 Sheridan Road to observe less than the minimum required side yard setback from the south property line [Note: The existing residence is nonconforming with respect to the minimum required side yard setback];
2. A zoning variation to permit the existing boathouse at 419 Sheridan Road to observe less than the minimum required front yard setback from the water's edge [Note: The existing boathouse is nonconforming with respect to the minimum required front yard setback from Lake Michigan due to the increase in the level of Lake Michigan];
3. A zoning variation to permit the existing improvements on the Subject Property as well as the construction of a pergola on the Subject Property to provide less than the minimum required total side yard setback, which is due to an increase in required total side yards as a result of the proposed increase in total lot area and increase in average lot width; and
4. Any other zoning relief necessary for the Final Plat approval.

Additionally, this application is subject to review by the Plan Commission (PC) regarding the subdivision, including the requested zoning relief described above. On November 20, 2019, the PC considered the application. Details regarding the PC's review of the application are provided on pages 8 and 9 of this report. Also, if the consolidation is approved, the Applicant will be required to submit a demolition application for the existing residence at 429 Sheridan Road. The Landmark Preservation Commission will consider the demolition application once that application submitted.

A mailed notice has been sent to property owners within 250 feet in compliance with the Zoning Ordinance. The hearing was properly noticed in the October 24, 2019 *Winnetka Current*. This petition was originally scheduled for November 11, but at the request of the Applicant was continued to December 9. As of the date of this memo, staff has received one written comment from the public regarding this application. The comment is provided in Attachment E of this report.

PROPERTY DESCRIPTION

The Subject Property is located on the east side of Sheridan Road between Willow Road and Ash Street, is zoned R-2 Single Family Residential, and currently consists of two buildable lots measuring 64,716 square feet (419 Sheridan Road) and 33,433 square feet (429 Sheridan Road). Each lot is improved with a single family residence and various accessory buildings, with existing parcels and improvements depicted in Figure 1 below. It is important to note that 419 Sheridan Road, built in 1928 and designed by Ernst and Peter Mayo, was designated as a local landmark by the Village Council in 2004.

The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The current R-2 zoning is consistent with the Comprehensive Plan.



Figure 1 – Existing two lots

GENERAL DESCRIPTION OF PROPOSED PLAT OF CONSOLIDATION / RESUBDIVISION

The Applicant resides at 419 Sheridan Road, which he acquired in 2002. Subsequently, the Applicant acquired the adjacent home at 429 Sheridan Road in 2012. If approved, the Applicant will demolish the residence at 429 Sheridan Road and consolidate the two parcels into a single buildable lot measuring 98,149 square feet (2.25 acres). All existing improvements at 419 Sheridan Road would remain, and the existing pool and pool storage building at 429 Sheridan Road would also remain. As represented in the attached application materials, the Applicant intends to install extensive landscaping, which includes an open pergola and a shed to house the boiler for the snow melt system for the driveway.

The Applicant intends to maintain the three existing driveway entrances on the proposed consolidated lot. Currently, 419 Sheridan Road has a circular driveway with two entrances on Sheridan Road and 429 Sheridan Road has one driveway entrance on Sheridan Road. Village Code allows a maximum of two driveway access points on a lot; therefore, the Village Council will consider the Applicants request to maintain the three existing driveway entrances at the time the consolidation request is considered.

An excerpt of the proposed site plan is provided below in Figure 2 and an excerpt of the proposed 419 & 429 Sheridan Consolidation plat is provided in Figure 4 on page 4.

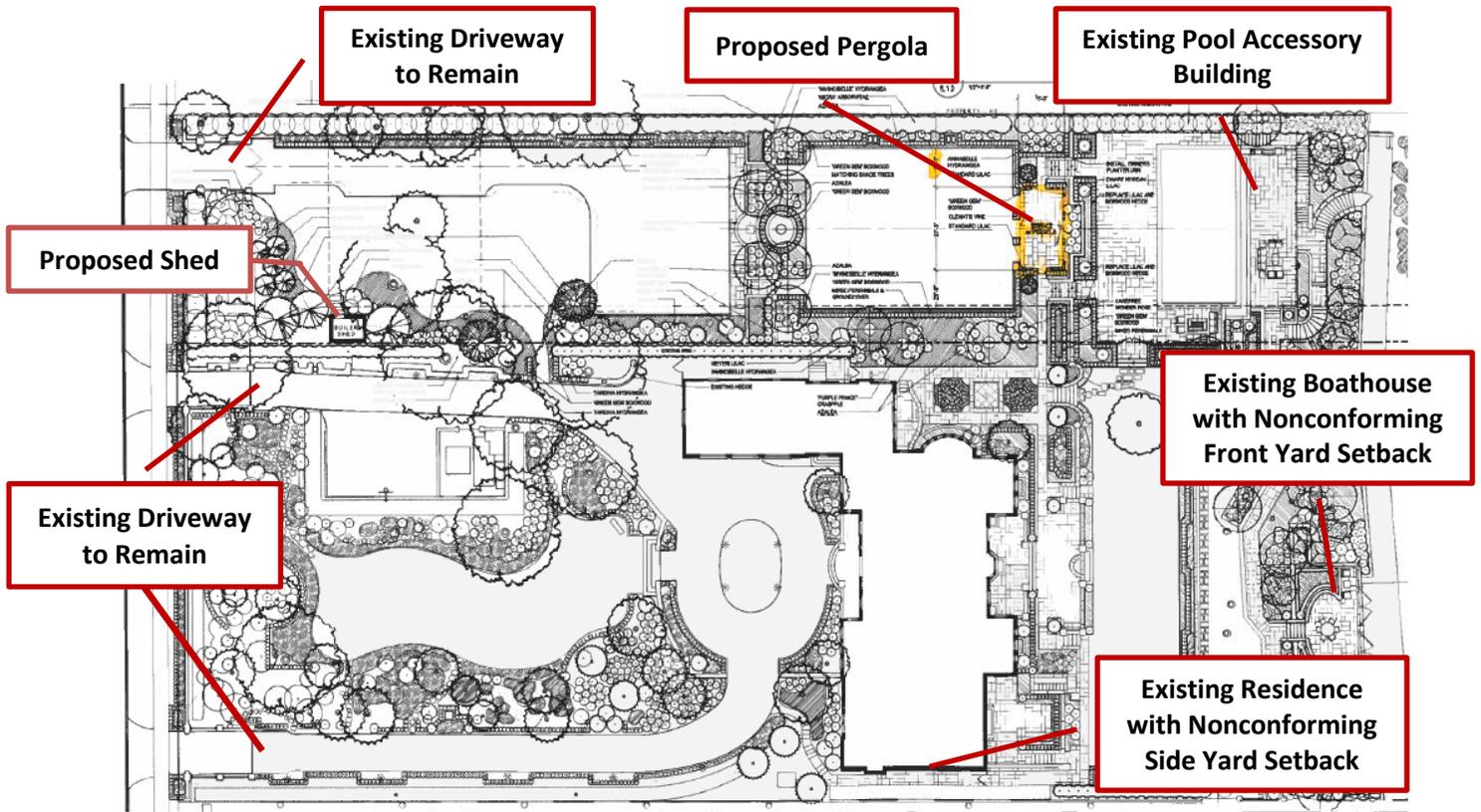


Figure 2 – Excerpt of Site Plan



Figure 3 – Proposed subdivision (map view)

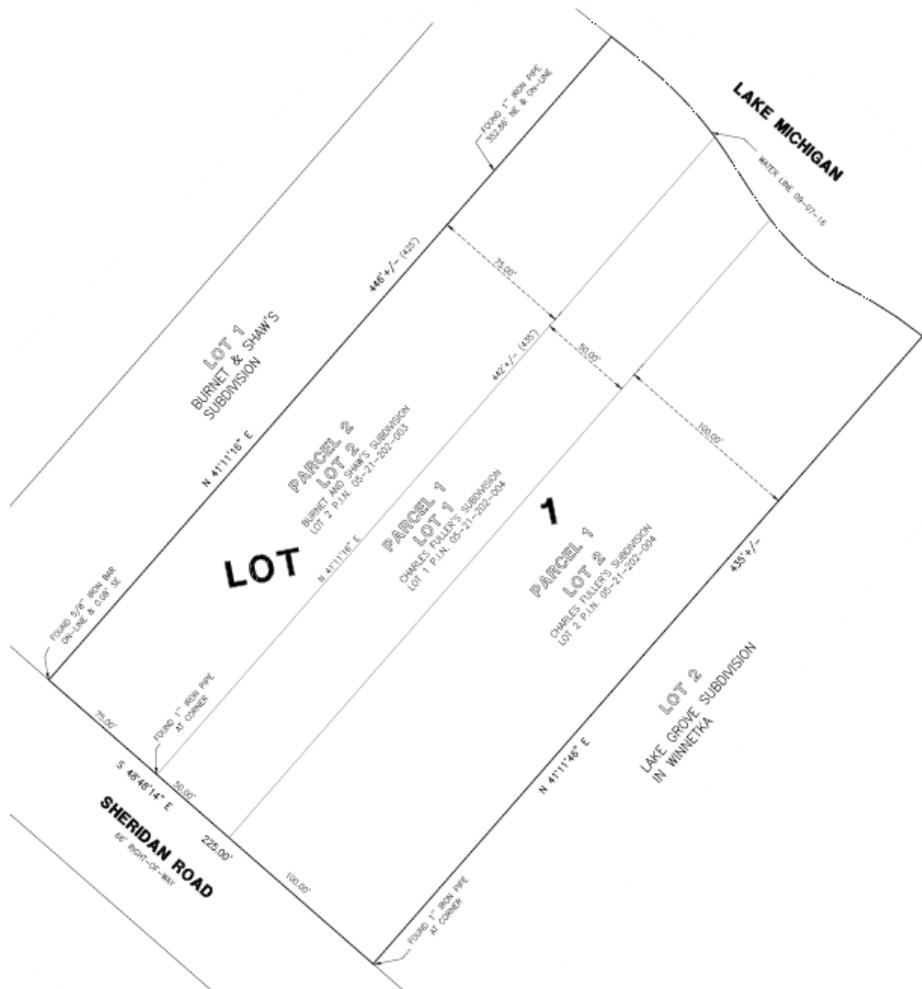


Figure 4 – Excerpt of Proposed 419 & 429 Sheridan Consolidation Plat

DESCRIPTION OF ZONING STANDARDS

The Subject Property is located in the R-2 Single Family Residential zoning district, which is one of five different single family residential zoning classifications in the Village. The R-2 zoning district provides for larger, wider lots compared to most other residential zoning districts, with the R-2 zoning district’s purpose statement describing the district as demonstrating a “small estate” character.

Residential Zoning Hierarchy

A comparison of the Village’s five different residential zoning classifications (Table 1 on the following page) shows the hierarchy of zoning standards throughout the Village’s residential neighborhoods, ranging from larger “estate” character lots in portions of the Village, to smaller, more intensive developed areas.

Surrounding Zoning

Neighboring lots on the east side of Sheridan Road are similarly zoned for larger lot sizes called for in the R-2 zoning district (minimum lot area of 24,000 square feet). Lots on the west side of Sheridan Road have been laid out at a smaller size, and are zoned R-4 Single Family Residential allowing for smaller lot sizes (minimum lot area of 12,600 square feet), as depicted in Figure 5 on the following page.

Table 1 Residential Zoning Hierarchy	R-1 ("estate" character)	R-2 ("small estate" character)	R-3 ("moderately intense" suburban character)	R-4 ("relatively intense" suburban character)	R-5 ("relatively intense" suburban character)
Minimum Lot Area	48,000 s.f.	24,000 s.f.	16,000 s.f.	12,600 s.f.	8,400 s.f.
Minimum Lot Width	150 ft.	100 ft.	75 ft.	60 ft.	60 ft.
Minimum Front Setback	50 ft.	50 ft.	40 ft.	30 ft.	30 ft.
Minimum Rear Setback	50 ft.	25 ft.	25 ft.	25 ft.	25 ft.

Table 1 – Residential Zoning Hierarchy

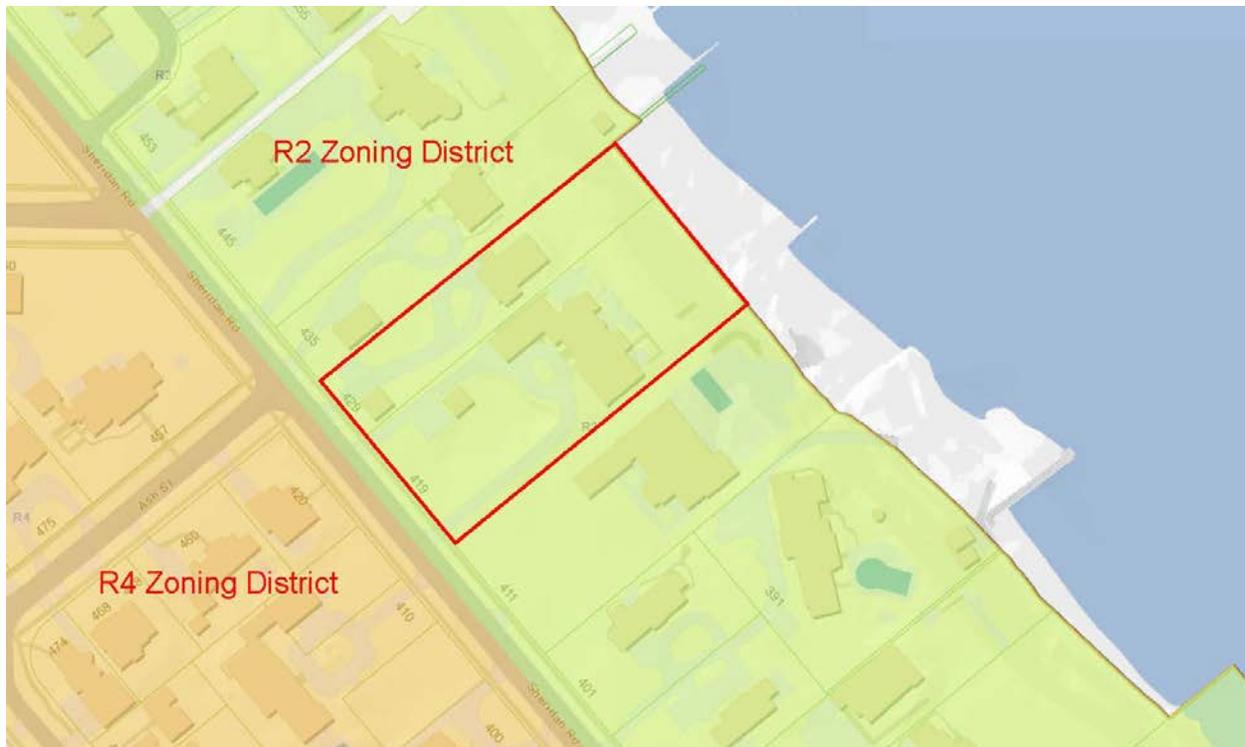


Figure 5 – Area Zoning Map

COMPLIANCE WITH ZONING STANDARDS – LOT SIZE AND DIMENSIONS

All subdivisions are evaluated by staff at the time of application to assure compliance with basic minimum quantitative measures including, but not limited to (a) minimum lot area, (b) minimum lot width, and (c) minimum lot depth.

The proposed 419 & 429 Sheridan Consolidation **fully complies** with minimum lot area, lot width and lot depth requirements as summarized in Table 2 on the following page. Items highlighted in **RED** are items of zoning noncompliance with the existing lots. The proposed 419 & 429 Sheridan Consolidation would eliminate the existing zoning nonconformity (minimum lot width).

<i>Table 2.</i> <i>R-2 Zoning Standards</i>	<i>Proposed Consolidated lot</i>	<i>Existing 419 Sheridan Lot</i>	<i>Existing 421 Sheridan Lot</i>
Minimum Lot Area (Interior lot) 24,000 square feet	98,149 sq. ft. COMPLIES	64,716 sq. ft. COMPLIES	33,433 sq. ft. COMPLIES
Minimum Lot Width (average) 100 feet	220 feet COMPLIES	146 feet COMPLIES	77 feet NONCOMPLIANT (23% variation)
Minimum Lot Width (at front street line) 20 feet	225 feet	150 feet COMPLIES	75 feet COMPLIES
Minimum Lot Depth 200 ft.	435 feet COMPLIES	435 feet COMPLIES	442 feet COMPLIES
Minimum Rectangular Area within Lot Boundaries 60' x 181.5'	COMPLIES	COMPLIES	COMPLIES

Table 2 – R-2 Zoning Standards

COMPLIANCE WITH ZONING STANDARDS – REQUIRED SETBACKS AND BUILDING SIZE

The allowable size of buildings on a residential lot and the required amount of open space around the buildings is dictated by the Village Zoning Ordinance. As a general rule, the allowable size of buildings and the setback requirements for those buildings change with any modifications to lot dimensions. As a result, staff conducts analyses of proposed lots and the improvements on those lots to determine (a) whether any new zoning nonconformities would be created by the resubdivision and (b) whether there are any existing zoning nonconformities which will remain. In the event of a zoning nonconformity arising out of a proposed subdivision, relief must be granted by both the Plan Commission and Zoning Board of Appeals.

Staff evaluation of the proposed 419 & 429 Sheridan Consolidation is summarized in Table 3 on page 8, indicating the extent to which the proposed consolidated lot complies with (or falls short of) zoning standards. Items highlighted (in yellow) in Table 3 indicate the creation of a zoning nonconformity.

Description of side yard setback requirements – Side yard setback requirements are calculated based on a lot’s width. For lots with an average lot width that is more than 60 feet, but less than 100 feet, the minimum required side yard setback is 10% of the average lot width and the total of the two side yards must be at least 25% of the average lot width. For lots with an average lot width of 100 feet or more the minimum required side yard setback is 12 feet and the total of the two side yards must be at least 30% of the average lot width.

Newly created zoning nonconformity (zoning variation required) – The proposed consolidation has the effect of increasing the average lot width to 220.06 feet, resulting in an increase in the required total side yard setbacks to 66.02 feet. **As a result, the proposed consolidated lot renders the existing 419 Sheridan Road residence (which is setback 10.32 feet from the south property line) along with the existing pool accessory building on the 429 Sheridan Road parcel (which is setback 13.1 feet from the north property line), nonconforming with the new total side yard requirement of 66.02 feet. The existing improvements providing total side yards of 23.42 feet, is deficient with the new requirement**

by 42.6 feet or 64.52%. Additionally, the Applicant is proposing a pergola that would provide a north side yard setback of 24.08 feet. As previously described, given the existing nonconforming south side yard setback of 10.32 feet provided by the existing improvements on the 419 Sheridan Road parcel, the proposed pergola does not comply with the total side yard requirement of 66.02 feet. **To comply, the pergola would need to provide a minimum setback of 54.02 feet from the north property line.**

COMPLIANCE WITH SUBDIVISION CODE STANDARDS

Pre-existing zoning nonconformity – Table 3 also highlights (blue) two existing zoning nonconformities **that will remain** on the consolidated lot. The existing residence at 419 Sheridan Road has a nonconforming south side yard setback and the existing boat house at 419 Sheridan Road has a nonconforming front yard setback from the water's edge, due to the increase in the water level since the boathouse was built in 2013. Pursuant to Section 16.12.010(D) of the Subdivision Code, in the instance of such nonconformities, the Plan Commission must consider the existence of such nonconformities, and *"shall determine whether such nonconformity, in the context of the proposed subdivision, would result in a material increased adverse impact upon the public health, safety or welfare."* This is provided as information only, as the ZBA is not charged with considering relief from the Subdivision Code.

Additionally, Table 3 highlights (green) two existing zoning nonconformities **that would be eliminated** with the proposed consolidation. The existing improvements at 419 Sheridan Road currently exceed the maximum permitted gross floor area. This nonconformity has been created by the change in the level of Lake Michigan since the last construction project in 2013. Lot area for lakefront properties is measured to the water's edge; therefore, the lot area can change over the course of a few years rendering improvements that once complied with the zoning regulations nonconforming. That is the case with 419 Sheridan Road. Similarly, the existing impermeable lot coverage at 429 Sheridan exceeds the maximum permitted impermeable lot coverage (ILC). When the pool and pool accessory building were constructed in 2014, the improvements complied with all zoning requirements. However, since the lot area has decreased due to the rise in the level of Lake Michigan, the permitted ILC has decreased rendering the existing improvements nonconforming with respect to the permitted ILC. **The proposed 419 & 429 Sheridan Consolidation would eliminate both of these existing nonconformities.**

STORMWATER

The proposed subdivision consists of consolidating two lots into a single larger lot. As previously mentioned, plans call for the demolition of the existing residence at 429 Sheridan Road, as well as the construction of an open pergola, a shed, measuring approximately 105 square feet, and landscaping, which includes stone paving. These future improvements, along with any other pavements, will be evaluated by Village Engineering staff for compliance with the Village stormwater regulations upon submittal of the permits necessary for such improvements.

Table 3 – Zoning setback requirements and building size limitations		Proposed Consolidated Lot	Existing Lot (419 Sheridan Rd) (applicant's primary residence –to remain)	Existing Lot (429 Sheridan Rd) (residence to be torn down)
SETBACK REQUIREMENTS	Minimum Required Front Yard Setback	50 feet	50 feet	50 feet
	Minimum front yard provided by existing structures	Complies	166.52 feet	198.68 feet
	Minimum Required Lake Front Setback	50 feet	50 feet	50 feet
	Minimum lake front setback provided by existing structures	37 feet EXISTING NONCONFORMITY	37 feet EXISTING NONCONFORMITY	Complies
	Minimum Required Side Yard	12 feet	12 feet	7.7 feet
	Minimum side yard provided by existing structures	10.32 feet EXISTING NONCONFORMITY	10.32 feet EXISTING NONCONFORMITY	7.99 feet
	Minimum Total Required Side Yards	66.02 feet	43.8 feet	19.25 feet
	Total side yards provided by existing structures	23.42 feet VARIATION OF 42.6 FEET (64.52%)	22.33 feet EXISTING NONCONFORMITY	20.13 feet
ALLOWABLE BUILDING SIZE	Maximum Allowed Gross Floor Area (GFA)	24,389 sq. ft.	16,699 sq. ft.	9,504 sq. ft.
	GFA provided by existing structures	18,716.58 sq. ft.	17,775.45 sq.ft. EXISTING NONCONFORMING	5,955.88 sq. ft.
	Maximum Allowed Roofed Lot Coverage (RLC) (25% of lot area)	24,537.25 sq. ft.	16,179 sq. ft.	8,358 sq. ft.
	RLC provided by existing structures	9,192.85 sq. ft.	8,187.73 sq. ft.	3,586.86 sq. ft.
	Maximum Allowed Impermeable Lot Coverage (ILC) (50% of lot area)	49,074.5 sq. ft.	32,358 sq. ft.	16,716.5 sq. ft.
	ILC provided by existing structures	38,108.85 sq. ft.	24,851.06 sq. ft.	16,789.53 sq. ft. EXISTING NONCONFORMING

CONSIDERATION BY PLAN COMMISSION

On November 20, 2019, the Plan Commission (PC) held a public meeting and considered the Applicant's request. After hearing from the Applicant, and no members of the public, the PC recommended, by a vote of 5-0 to recommend approval of the final plat of subdivision request and associated variations

with the following conditions:

1. All necessary signature blocks be provided in a format acceptable to the Village Attorney;
2. Village Council approval of the Applicant's request to allow three driveways on the newly created lot; and
3. The Final Plat of consolidation be approved by both the Illinois Department of Transportation and Illinois Department of Natural Resources prior to recording of the Final Plat.

Subsequent to the PC meeting, the Applicant submitted a revised final plat on December 3. The revised plat addresses the minor issues related to the signature blocks.

REQUESTED ZONING CONSIDERATION

The Applicant is requesting approval of the following standards of the Zoning Ordinance in order to allow the subdivision of the Subject Property, which would consolidate the existing two lots at 419 Sheridan Road and 429 Sheridan Road into a single lot of record, and construction of a pergola on the Subject Property:

1. Side yard setback of 10.32 feet from the south property line to the existing residence at 419 Sheridan Road, whereas a minimum of 12 feet is required, a variation of 1.68 feet (14%) [Section 17.30.060 - Side Yard Setback];
2. Total side yard setback of 23.42 feet for the existing improvements as well as the proposed pergola, whereas a minimum of 66.02 feet is required, a variation of 42.6 feet (64.52%) [Section 17.30.060 – Side Yard Setback]; and
3. Front yard setback of 37 feet from the water's edge to the existing boathouse at 419 Sheridan Road, whereas a minimum of 50 feet is required, a variation of 13 feet (26%).

FINDINGS

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

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

1. Side yard setback of 10.32 feet from the south property line to the existing residence at 419 Sheridan Road, whereas a minimum of 12 feet is required, a variation of 1.68 feet (14%) [Section 17.30.060 - Side Yard Setback]
2. Total side yard setback of 23.42 feet for the existing improvements as well as the proposed pergola, whereas a minimum of 66.02 feet is required, a variation of 42.6 feet (64.52%) [Section 17.30.060 – Side Yard Setback]; and
3. Front yard setback of 37 feet from the water's edge to the existing boathouse at 419 Sheridan Road, whereas a minimum of 50 feet is required, a variation of 13 feet (26%).

The Zoning Board of Appeals finds, based on evidence in the record or a public document, that the variations requested are **in harmony [not in harmony]** with the general purpose and intent of the Zoning Ordinance and that each of the following eight standards on which evidence is required

pursuant to Section 17.60.050 of this Code **has been met [has not been met]** in connection with this variation application **[subject to the following conditions...]**

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

- a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.
- b. 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.
- c. The variation, if granted, will not alter the essential character of the locality.
- d. An adequate supply of light and air to the adjacent property will not be impaired.
- e. The hazard from fire and other damages to the property will not be increased.
- f. The taxable value of the land and buildings throughout the Village will not diminish.
- g. The congestion in the public street will not increase.
- h. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

ATTACHMENTS

Attachment A: Application Materials

~~Attachment B: Proposed Plat of Consolidation (419 & 429 Sheridan Consolidation)~~

Attachment C: Plat of Survey of existing improvements (419 Sheridan Road)

Attachment D: Plat of Survey of existing improvements (429 Sheridan Road)

Attachment E: Public Correspondence

KZ-2019-809 \$935⁰⁰

Village of Winnetka
SUBDIVISION/CONSOLIDATION APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBDIVISION APPLICATION

Case No. 19-29-SD

Property Information

Site Address: 419, 429 SHERIDAN ROAD WINNETKA IL 60093
Parcel Identification Number(s) (PIN): 05-21-202-004-0000

Property Owner Information

Name: MUNEER SATTER

Primary Contact: DEANNA/CORTNEY
Address: SHERIDAN ROAD
City, State, Zip: WINNETKA IL 60093
Phone No. 847 680 8800
Email: DBINEK@BOLINI.COM
Date owner acquired property: 4/11/02

Surveyor Information

Company Name: GREENGARD INC

Primary Contact: DEANNA/CORTNEY
Address: 111 BARCLAY BLVD SUITE 310
City, State, Zip: LINCOLNSHIRE IL 60069
Phone No. 847 680 8800
Email: DBINEK@BOLINI.COM

Architect Information

Name: _____
Primary Contact: _____
Address: _____
City, State, ZIP: _____
Phone No. _____
Email: _____

Attorney Information

Name: _____
Primary Contact: _____
Address: _____
City, State, Zip: _____
Phone No. _____
Email: _____

Property Owner Signature: 

Date: 8/30/19

RECEIVED
AUG 20 2019
BY: _____



RECEIVED
AUG 20 2019
BY: _____

Village of Winnetka
Department of Community Development

RE: Proposed Consolidation for 419 and 429 Sheridan Road

At the request of the property owner, we are proposing the consolidation of 419 and 429 Sheridan rd. Winnetka for the following reasons:

- Remove the house on 429 Sheridan,
- Add extensive landscape to the lot and install several garden elements including a garden wall and fountain that meets the existing zoning for the new lot.

The new lot will be 225' wide by (on average) 435'. The owner would like to add an open trellis structure that would encroach on the new setback for the north side lot (24' FROM NORTH PROPERTY LINE). The current drive would be retained in the same shape with a granite paver added to match the drive at 419 Sheridan with a snow melt system. The boiler for the snow melt would be housed in a shed (12'2" x 8'8") at least 50' from the front lot line and meet any new side yard setback.

Existing pool and bathrooms to remain on new lot. Front wall and gate structure to remain that match the Historical design on 429 Sheridan.

Sincerely,

Patrick Boilini
Boilini Company

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 19-29-SD

Property Information

Site Address: SHERIDAN ROAD WINNETKA IL 60093

Owner Information

Name: MUNEER SATTER

Primary Contract: DEANNA/CORTNEY

Address: SHERIDAN ROAD

Phone No. 847-680-8800

City, State, ZIP: WINNETKA IL 60093

Email: DBINEK@BOILINI.COM

Date property acquired by owner: 4/11/02

Architect Information

Attorney Information

Name: _____

Name: _____

Primary Contact: _____

Primary Contact: _____

Address: _____

Address: _____

City, State, ZIP: _____

City, State, Zip: _____

Phone No. _____

Phone No. _____

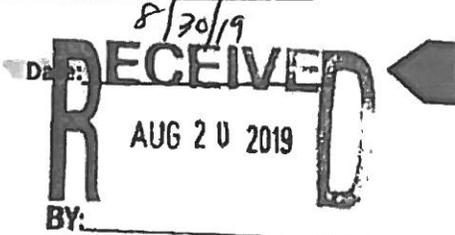
Email: _____

Email: _____

Nature of any restrictions on property: _____

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

Property Owner Signature: _____



October 2, 2019

Village of Winnetka, Ill.
Department of Community Development
Zoning Variation Application

STANDARDS FOR GRANTING OF ZONING VARIATION

Property Address Requesting Variance: 429 Sheridan Road

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

The current condition of the existing residence would require it to be removed and a new structure added which would lead to an estimate value over the appraised value of this size property.

2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants;

The property is adjacent to an architectural historic site, 419 Sheridan Road. The improvements at 429 Sheridan compliment the existing historic aesthetic.

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

The property is enclosed by landscape vegetation and will not alter the character of the locality. Rather improve upon existing conditions.

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

The garden pergola is located away from the north property line by 24 feet and the open structure design of the pergola will not impair natural elements of the adjacent properties.

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

The removal of the house and the increased access to the primary residence at 419 Sheridan will lower the risk of fire.

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

The garden design will enhance the look of and value of the property.

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

There should not be any congestion with regards to the public street. The garden pergola will be screened from view by landscape vegetation. The ability to park service vehicles on site vs. on the street will benefit the whole neighborhood.

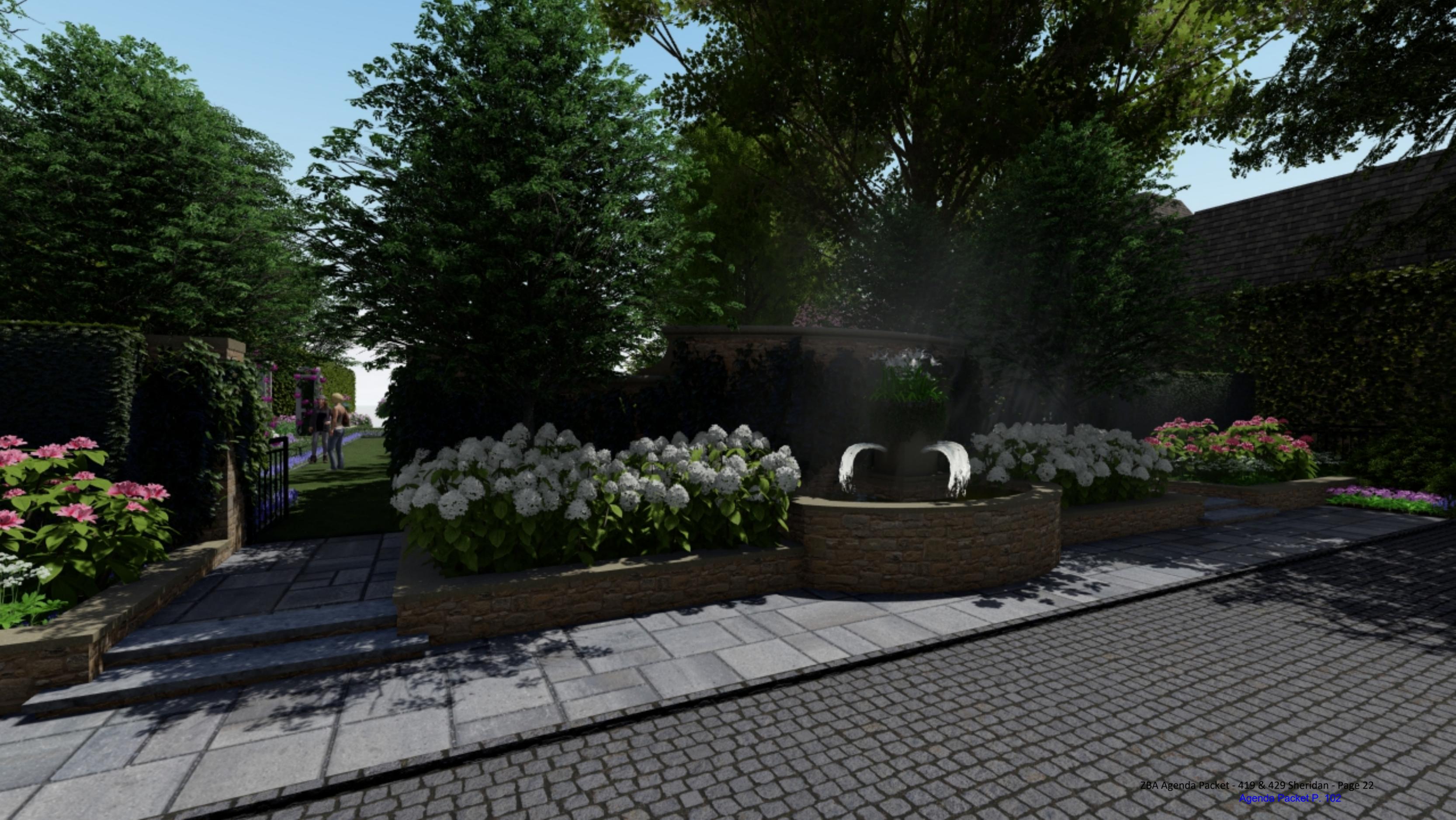
8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired;

This garden pergola is a structure for private and personal use by the homeowner. With no use of the garden by the public the points of concern mentioned will not be impaired.



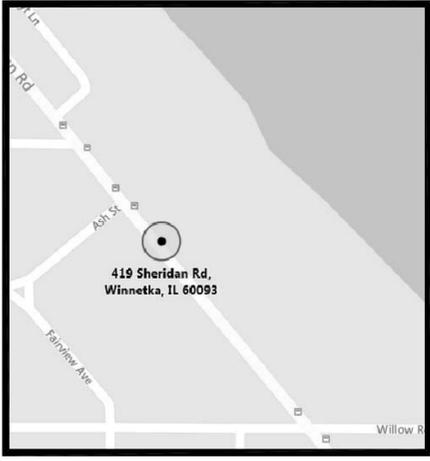




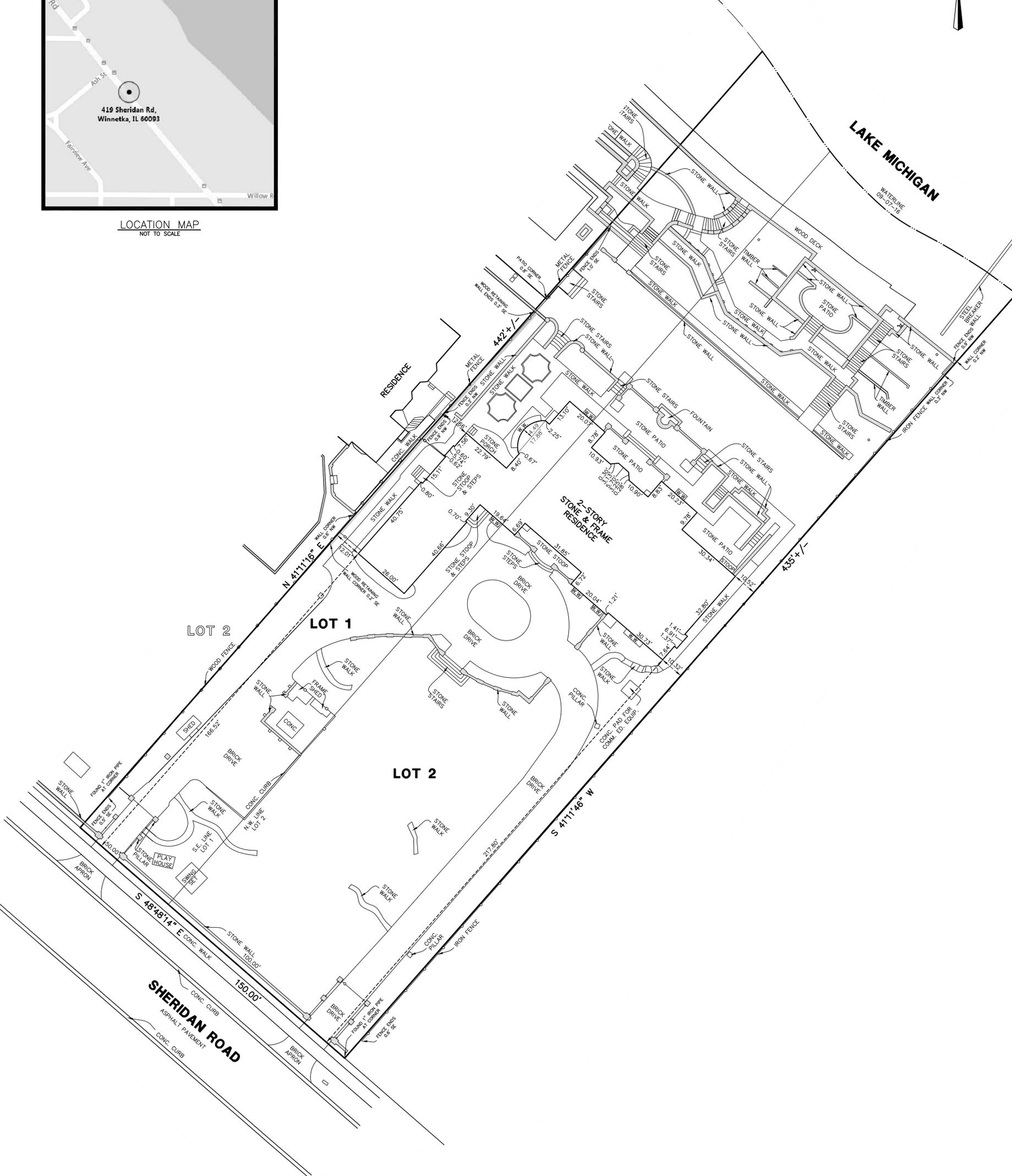


PLAT OF SURVEY

LOTS 1 AND 2 IN CHARLES FULLERS SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1906 AS DOCUMENT 3896450 TOGETHER WITH ALL THE RIPARIAN AND SHORE RIGHTS, THEREUNTO BELONGING OR IN ANY WISE APPERTAINING, IN COOK COUNTY, ILLINOIS.



LOCATION MAP
NOT TO SCALE



SURVEYORS NOTES:

1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. () DENOTES RECORD DIMENSION.
3. BEARINGS HEREON SHOWN ARE ON AN ASSUMED BASIS.
4. ORIGINAL CLIENT—SEILER CONSULTING, LTD.
5. ORIGINAL FIELD WORK COMPLETED—08-14-14

- GENERAL NOTES:**
1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
 2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
 3. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON. THERE MAY BE ADDITIONAL TERMS, POWERS, PROVISIONS AND LIMITATIONS CONTAINED IN AN ABSTRACT DEED, LOCAL ORDINANCES, DEEDS, TRUSTS, COVENANTS OR OTHER INSTRUMENTS OF RECORD.
 4. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

STATE OF ILLINOIS } SS
COUNTY OF LAKE }

WE, GREENGARD INC., DO HEREBY STATE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 29TH. DAY OF SEPTEMBER, A.D., 2016.

GREENGARD, INC.
111 BARCLAY BOULEVARD, SUITE 310
LINCOLNSHIRE, ILLINOIS 60069

Joseph R. Sadoski
JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/16.



DESIGNED BY:	DATE:
MS	09-19-16
CHECKED BY:	DATE:
JRS	09-29-16
APPROVED BY:	DATE:



GREENGARD, INC.
Engineers • Surveyors • Planners
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615
PHONE: 847-634-3883
FAX: 847-634-0687
E-MAIL: 231@GREENGARDINC.COM
ILL. REGISTRATION NO. 184-000995

SCALE: 1"=20'
DRAWING No. 59048
SHEET 1 OF 1

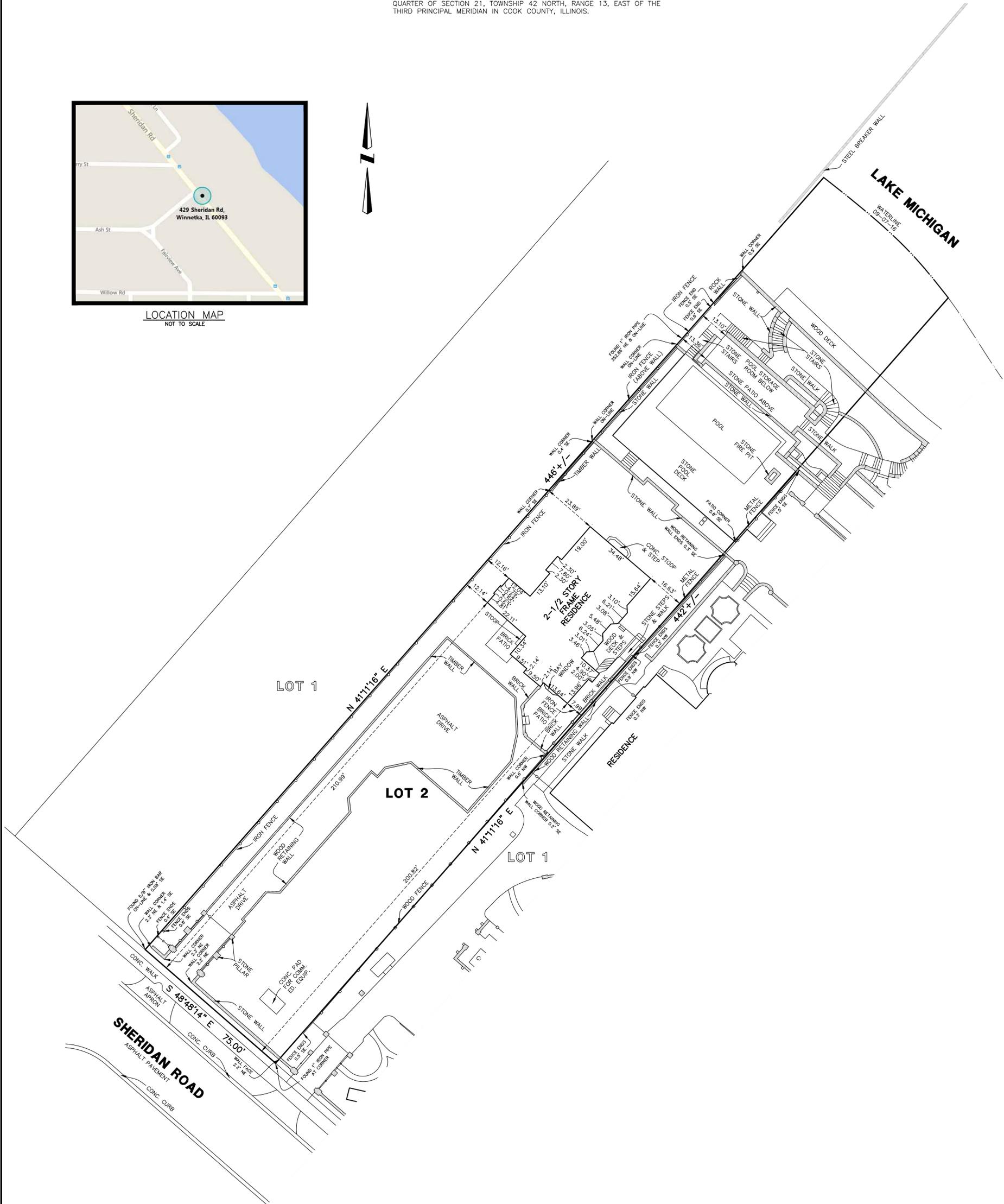
419 SHERIDAN ROAD – WINNETKA, ILLINOIS
PLAT OF SURVEY

PLAT OF SURVEY

LOT 2, TOGETHER WITH RIPARIAN RIGHTS AND ACCRETIONS, IN BURNETT AND SHAW'S SUBDIVISION OF PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.



LOCATION MAP
NOT TO SCALE



SURVEYORS NOTES:

1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. () DENOTES RECORD DIMENSION.
3. BEARINGS HEREON SHOWN ARE ON AN ASSUMED BASIS.
4. ORIGINAL CLIENT—SEILER CONSULTING, LTD.
5. ORIGINAL FIELD WORK COMPLETED—08-14-14

GENERAL NOTES:

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
3. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON. THERE MAY BE ADDITIONAL TERMS, POWERS, PROVISIONS AND LIMITATIONS CONTAINED IN AN ABSTRACT DEED, LOCAL ORDINANCES, DEEDS, TRUSTS, COVENANTS OR OTHER INSTRUMENTS OF RECORD.
4. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

STATE OF ILLINOIS } SS
COUNTY OF LAKE

WE, GREENGARD INC., DO HEREBY STATE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 29TH. DAY OF SEPTEMBER, A.D., 2016.

GREENGARD, INC.
111 BARCLAY BOULEVARD, SUITE 310
LINCOLNSHIRE, ILLINOIS 60069

Joseph R. Sadoski
JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/16.



DESIGNED BY: MS	DATE: 09-19-16
CHECKED BY: JRS	DATE: 09-29-16
APPROVED BY:	DATE:

GREENGARD, INC.
Engineers • Surveyors • Planners
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615
PHONE: 847-634-3883 FAX: 847-634-0687
E-MAIL: 231@GREENGARDINC.COM ILL. REGISTRATION NO. 184-000995

SCALE: 1"=20'
DRAWING NO. 59048
SHEET 1 OF 1

429 SHERIDAN ROAD - WINNETKA, ILLINOIS
PLAT OF SURVEY

Attachment 3

WINNETKA PLAN COMMISSION EXCERPT OF MEETING MINUTES NOVEMBER 20, 2019

1
2
3
4
5 **Members Present:**

John Golan, Acting Chairman
Layla Danley
Chris Foley
Louise Holland
Jay Vanderlaan

6
7
8
9
10
11 **Members Absent:**

Matthew Bradley
Mamie Case
Tina Dalman
Bridget Orsic

12
13
14
15
16 **Non-voting Members Absent:**

John Swierk

17
18 **Village Staff:**

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

19
20
21 ***

22
23 **Case No. 19-29-SD: 419 and 429 Sheridan Road: An application submitted by Muneer Satter seeking approval of a Final Plat of Subdivision to consolidate the existing two lots into a single lot of record and zoning variations. The requested zoning variations would permit (a) the existing residence at 419 Sheridan Road to observe less than the minimum required side yard setback from the south property line; (b) the existing boathouse at 419 Sheridan Road to observe less than the minimum required front yard setback from the water's edge; and (c) the existing improvements on the consolidated lot as well as the construction of a pergola that would provide less than the minimum required total side yard setback. The Village Council has final jurisdiction on this request.**

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31 Chairman Golan swore in those speaking on this matter.

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33 Ms. Klaassen stated the application was submitted by Muneer Satter, owner of the properties at 419
34 and 429 Sheridan Road, seeking final subdivision plat approval to consolidate the two existing lots into a
35 larger single lot of record, together with the following zoning relief: (1) a variation to permit the existing
36 residence at 419 Sheridan to observe less than the minimum required side yard setback from the south
37 property line which is an existing nonconformity not changed or impacted by the proposed
38 consolidation; (2) a variation to prevent the existing home at 419 Sheridan to observe less than the
39 minimum required front yard setback from the water's edge which is another existing nonconformity
40 not changed or impacted by the proposed consolidation; and (3) a variation to permit the existing
41 improvements on the consolidated lot to provide less than the minimum required total side yard
42 setback due to an increase in the required total side yards as a result in the proposed increase in lot area
43 and increase in the average lot width.

44
45 Ms. Klaassen stated the subject property is located on the east side of Sheridan between Willow Road
46 and Ash Street, is zoned R-2 single family residential and currently consists of two buildable lots, one
47 measuring approximately 64,700 square feet at 419 Sheridan and the 429 Sheridan parcel measuring
48 approximately 33,400 square feet. She stated each lot is improved with an existing single family

1 residence and various accessory buildings. She also noted 419 Sheridan is a local landmark.
2

3 Ms. Klaassen then stated the applicant resides at 419 Sheridan and plans to demolish the 429 Sheridan
4 residence and consolidate the parcels into a single buildable lot totaling 2.25 acres. She then stated all of
5 the existing improvements at 419 Sheridan would remain and the pool and pool storage building at 429
6 Sheridan would also remain. Ms. Klaassen stated the applicant plans to install extensive landscaping
7 including an open pergola and shed to house the boiler for the driveway. She also stated they planned
8 to maintain the three existing driveway entrances, noting 419 Sheridan currently has a circular driveway
9 from Sheridan with 429 Sheridan having one driveway entrance. Ms. Klaassen noted the Village code
10 allowed a maximum of two driveway access points from one lot and the Village Council would consider
11 their request to maintain the three driveways at the time it considers the consolidation. She informed
12 the Commission the three driveway access points are not within the Commission's purview, but is noted
13 to explain the applicant's intention.
14

15 Ms. Klaassen stated the proposed consolidation fully complies with minimum lot area, lot width and lot
16 depth requirements while 429 Sheridan currently did not comply with the required lot width noting that
17 this existing nonconformity would be eliminated after the consolidation. She then stated the proposed
18 consolidation would have the effect of increasing the average lot width up to 220 feet, resulting in the
19 increase in the required total side yards to approximately 66 feet. Ms. Klaassen stated the proposed
20 consolidated lot rendered 419 Sheridan which is set back 10.3 feet from the south property line along
21 with the existing pool accessory building which is set back 13 feet from the north property line
22 nonconforming with the new total side yard requirement. She then stated the existing improvements
23 providing total side yards of approximately 23 feet 5 inches is deficient by the new requirement by
24 approximately 42.5 feet or 64.5%.
25

26 Ms. Klaassen noted there were two existing nonconformities that would remain on the consolidated lot.
27 She stated the 419 Sheridan residence has a nonconforming south side yard and the existing boathouse
28 has a nonconforming front setback from the water's edge due to the increase in the water level since
29 the boathouse was constructed in 2013. She stated in the instance of such nonconformities, the
30 Commission must consider the existence of such nonconformities and determine whether such
31 nonconformity in the context of the proposed subdivision would result in a material increased adverse
32 impact on the public, comfort, morals, welfare and safety.
33

34 Ms. Klaassen also noted the consolidation would eliminate two nonconformities; due to the water level
35 change in Lake Michigan, the 419 Sheridan home exceeded GFA and the impermeable lot coverage at
36 429 Sheridan also exceeded the maximum permitted. She then stated the Commission may recall from
37 previous consolidations of lake front properties, the lot area is measured to the water's edge and when
38 the water level changes, it can render existing improvements nonconforming. Ms. Klaassen confirmed
39 everything here was built in compliance and due to the water level change, it is now nonconforming.
40

41 Ms. Klaassen stated in addition to evaluating the subdivision and zoning codes' prescribed standards,
42 consideration of final plat approval also needs to consider details of the final plat such as utility
43 easements and signature blocks, noting the Village is not requesting any utility easements and the
44 applicant is working with Village staff to address minor signature block issues.
45

46 Ms. Klaassen stated the Commission is charged with making a recommendation to the Village Council
47 regarding the requested consolidation and zoning relief. She also stated since the proposed
48 consolidation requested zoning relief, the ZBA would review the application as well. Ms. Klaassen stated

1 the applicant is requesting construction of a pergola which would not comply with the total side yard
2 requirement. She noted the request would be presented to the ZBA on December 9, 2019.

3
4 Ms. Klaassen then stated following public comment and Commission discussion, the Commission may
5 make a recommendation to the Village Council regarding the requested relief and a draft motion is
6 provided on pages 9 and 10 of the agenda report, noting the draft motion includes three conditions: (1)
7 all necessary signature blocks be provided in a format acceptable to the Village Attorney; (2) Village
8 Council approval of the applicant's request to allow three driveways on the newly created lot; and (3)
9 the final plat of consolidation is approved by IDOT and the Illinois Department of Natural Resources
10 prior to its recordation. She then asked if there were any questions.

11
12 Chairman Golan asked if the boathouse was compliant when constructed in 2013. Ms. Klaassen
13 confirmed that is correct. Chairman Golan asked why they considered the lake a front yard and not the
14 back yard. Ms. Klaassen responded by definition in the Zoning Ordinance, the lake is a front yard and
15 protected as such. She added Sheridan Road is also considered a front yard and the two lots are
16 considered to be through lots.

17
18 Patrick Boilini of Boilini Company introduced himself to the Commission along with Muneer Satter and
19 described it as a long process. He stated they began looking at developing a pool on the original 419
20 Sheridan lot before Mr. Satter purchased 429 Sheridan and stated those plans fell short since they
21 would not complement the historic home. Mr. Boilini stated after purchasing the neighboring property,
22 it was intended to be a two-phase plan beginning with the pool and boathouse with the second phase
23 being a new home on 429 Sheridan with a 12 foot setback. Mr. Boilini then stated after working with
24 numerous architects, they found a plan which met the applicant's needs. He stated the new plan
25 resulted in consolidating the lot and creation of green space, removing the existing home in disrepair
26 and adding a garden.

27
28 Mr. Boilini then referred to photos of work done on the bluff and the pool changing room partially
29 underground, the terrace on top, stairs to the beach, landscaping of the bluff and connection to the 419
30 Sheridan property. He also identified the pool, existing lakefront development and the green roof on top
31 of the boathouse. Mr. Boilini noted there would be no effect to the neighbors and would result in
32 beautiful landscaping with less impervious surface. He then stated while there are setback issues, the
33 result for the surrounding neighbors would be positive all the way around. Mr. Boilini then stated the
34 home they could have otherwise built would have impacted neighbors far more than the proposal.

35
36 Sarah Furlan, with Mariani Landscaping, stated the project went through quite an evolution and the goal
37 was to create green space, improve pervious surfaces, create off-street parking for service vehicles and
38 delivery trucks and create green space for the applicant's use along with extending the gardens already
39 surrounding the property. She referred the Commission to a video of where the project is headed
40 showing the cobble driveway which would match the 419 property driveway and also identified the
41 shed. Ms. Furlan stated there would be a lot of continuity between the two properties and identified a
42 connection through, flowering trees, shrubbery and water features to create a garden experience. She
43 noted the north neighbor sent a letter in support of the proposal.

44
45 Ms. Furlan then stated the condition where the lawn space was identified was where the 429 Sheridan
46 residence was and there will be an open pergola and lawn in its place, resulting in increased sun and air
47 circulation. She stated they would be looking out the window to green space as opposed to a building.
48 Ms. Furlan described how the green space integrates with the existing garden space to the south and

1 main home at 419 Sheridan. She stated there is a lot of different seasonal color on the property and
2 the owners are committed to enriching that experience and aesthetic. Ms. Furlan then referred to a big
3 tree and they would take steps to keep it alive and they have had similar success in keeping trees alive
4 during major construction on other properties. She then identified the connection to 419 Sheridan and
5 stated the properties were all at the same elevation with the pool level being lower. Ms. Furlan stated
6 the open nature makes it very transparent and there would be climbing vines and roses on the pergola
7 which would be used as a way to get out of the sun. She then identified the existing pool and concluded
8 by stating the presentation would give the Commission an indication of how the property is intended to
9 be developed. Ms. Furlan then asked if they had any questions.

10
11 Chairman Golan asked if there were any questions. No questions were raised at this time.

12
13 Mr. Satter stated with regard to the property, they were told they could they build a home with a 12
14 foot setback but could not build a pergola with a 24 foot setback. He then stated the 10,000 square foot
15 home is improvable since there was only a 12 foot setback but if they did not build a home, they would
16 have to consolidate the lots which would result in a big setback. Mr. Satter stated even with the pergola
17 located 24 feet back, that is a violation and is what they are trying to solve. He stated they decided to
18 have something to add more permeable space and noted the pergola in the front could have been done
19 with the home so the request is to consolidate the lots and have a pergola which he described as
20 transparent and would be an additive to other properties. Mr. Satter then stated in connection with the
21 boathouse, it was in conformity when it was built. He noted when the property was purchased in 2001
22 the previous owners had a barge sunk into the lake which was removed. Mr. Satter noted they would
23 never do anything which is not approved and they have always been transparent. He noted the work
24 was all approved by the Village and other authorities and stated the boathouse was not conforming
25 because of the lake. Mr. Satter then asked if there were any questions.

26
27 Ms. Holland informed the Commission the new brochure lists all of the landmarks in the Village and
28 referred to the Henry Windsor Jr. home at 419 Sheridan Road which was designed by Mayo and
29 Mayo built in 1928. She described it as the most beautifully restored home on the lake in Winnetka and
30 there was a remarkable restoration of the beautiful architectural home. Ms. Holland then stated to take
31 down the home next door would only add to the permeable surface for the neighbors and would add
32 light and air to the neighbors. She commented it is a remarkable addition to the Village and to the home
33 and congratulated Mr. Satter on the wonderful effort which is something they all should be proud of.

34
35 Chairman Golan stated with regard to the boathouse, pool and changing room, he asked if
36 that stabilized the bluff on a continuous basis or do they have to maintain it over time. Mr. Boilini
37 responded they went to great lengths after soil engineers stated they did not need to add piers. Mr.
38 Satter stated they did not care about the cost since they want it to be here forever. He stated it was
39 quite expensive and they added piers and an 18 inch structural concrete slab for the piers noting all
40 the stairs have piers down to the bluff. Mr. Satter also stated the concrete wall at the bluff base
41 reinforced it. He added it was discovered in the 1950's there was sheet piling driven along the bluff
42 face and that and the structural concrete is reinforced with piers.

43
44 Chairman Golan asked if there were any other questions. No additional questions at this time. He then
45 called the matter in for discussion.

46
47 Mr. Vanderlaan commented the design is beautiful and he appreciated the historical input from Ms.
48 Holland. He stated there are a couple of big wins and they would be offsetting any minor setback

1 concerns which are bringing the lot into conformity. Mr. Vanderlaan also stated for storm water, they
2 would be offsetting impermeable surface and adding to the character of the home with a garden which
3 is very much in character with what is going on in that part of the community. He concluded there are
4 very favorable things here and big wins for everyone involved and that he had no concerns.
5

6 Ms. Danley agreed and stated she appreciated the applicant being good stewards of the home and land.
7 She then stated the setback issue is not a concern and bluff erosion is a consequence of what happens
8 on the lake. Ms. Danley stated the ability to help storm water on the property is important and she had
9 no concerns. Mr. Foley agreed with the comments made and stated the complicated set of facts and
10 materials were well put together by Village staff and the presentations were helpful to understand the
11 situation. He also stated he is always in favor of remedying an existing nonconformity and referred to
12 the letter in support of the project and for all of those reasons, he is in favor.
13

14 Ms. Holland stated she is glad everyone agreed it is beautiful landmark and described the applicant's
15 efforts of the pergola, increased permeable surface, light and air as very important. Chairman Golan
16 agreed with all the comments and asked Village staff as part of the recommendation on page 10 which
17 read "The Commission recommended the requested variation be approved with the following
18 conditions: ... (2) the Village Council approval of the applicant's request to allow three driveways." He
19 asked if they deny that request, would the request come back to the Commission and if
20 the recommendation of approval is contingent. Mr. Schoon responded the Village Council can do what it
21 wishes and Village staff added that to make it clear that the Village Council would need to approve that
22 portion of the request. Mr. Satter stated for the three driveways, when they bought 419 Sheridan, it had
23 circular driveways and when they bought the home next door, that made total of 3 driveways.
24

25 Mr. Vanderlaan stated by increasing the lot size, it is a technicality saying there now three driveways on
26 a single lot when they are doubling the size of the lot and it should not be a sticking point. Ms. Holland
27 stated from a landmarks standpoint, when Mr. Satter bought 429 Sheridan, the third driveway did not
28 have piers and 419 Sheridan had beautiful piers which are not allowed under today's code. She noted
29 they were reproduced and are aging nicely to look like those at 419 Sheridan which required careful
30 effort. Mr. Satter confirmed they did get approval for that and his attorneys told them to claim hardship
31 since the piers were higher. He stated they wanted the piers to match those next door and he
32 appreciated having the ability to do that. Mr. Satter reiterated everything done was fully approved and
33 they want to be good stewards.
34

35 Chairman Golan stated if there is no further discussion, he asked for motion. Ms. Danley moved to
36 approve the request. Ms. Klaassen stated the motion should reference the page numbers from the
37 agenda report. Chairman Golan referred to page nos. 9 and 10 of the agenda packet and stated the
38 Commission finds: (1) item nos. 1 and 2 related to the property including that it meets the subdivision
39 code standards for approving the final plat, and (2) there is no material adverse impact to the public
40 health, comfort, morals, safety and welfare. He also referred to page 10 and the Commission
41 recommends that the proposed 419 and 429 Sheridan consolidation with the requested variations be
42 approved with the three conditions and the Commission recommended the approval for both of those.
43 The motion as stated by Chairman Golan was made by Mr. Foley and seconded by Ms. Danley. A vote
44 was taken and the motion unanimously passed:
45

46 AYES: Danley, Foley, Golan, Holland, Vanderlaan

47 NAYS: None

48



Agenda Item Executive Summary

Title: Resolution No. R-1-2020: Intergovernmental Agreement with District 36 for Stormwater Improvements at Crow Island School (Adoption)

Presenter: Steven M. Saunders, Director of Public Works/Village Engineer

Agenda Date: 01/07/20

Consent: YES NO

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

Item History:

On December 17, 2019, after an extended period of negotiations, the Winnetka School District 36 Board of Education (D36) approved an Intergovernmental Agreement (IGA) with the Village of Winnetka that would permit construction of underground stormwater storage beneath a portion of the Crow Island School property, as part of the Village's overall flood risk reduction strategy. The IGA also provides D36 with preliminary zoning approvals for certain zoning parameters, in the event they seek to construct future school improvements on the Crow Island property.

Executive Summary:

In 2016, Strand Associates presented a stormwater vision for western and southwestern portions of Winnetka to the Village Council. The stormwater vision consisted of an engineered stormwater management wetland on property owned by the Forest Preserve District of Cook County (FPDCC); above and below-ground stormwater storage in open land controlled by other local governmental bodies; and a network of larger conveyance pipes. The Village Council found the overall concept worth pursuing, and directed Strand and Village staff to begin negotiating with the FPDCC. These negotiations culminated in August, 2017, with a Memorandum of Understanding (MOU) outlining the conditions that would enable the Village to develop Forest Preserve property for a stormwater management wetland. A key condition of the MOU was the requirement that the Village obtain approval through Intergovernmental Agreements with other local agencies for construction of stormwater storage projects on other open lands within the Village.

After Council approval of the MOU, the Village began discussions with D36 regarding stormwater storage on the Crow Island School property. Village staff, D36, and Strand looked at several below-grade options to provide portions of the storage necessary on the School property. Concurrently, D36 has been engaged in developing long-rang plans to upgrade and, as necessary, expand their school facilities, including Crow Island School. Over the past 12 months, D36 and the Village developed and evaluated a number of concepts that would accommodate the necessary stormwater improvements on the property, while preserving space for D36 to construct any potential future expansion of Crow Island School. A cost-effective solution was identified that provides Village stormwater relief and preserves a reasonable space on the property for potential expansion of Crow Island School.

Executive Summary (continued):

The stormwater improvement consists of 10.8 acre-feet of underground stormwater storage under the open play area on the southern portion of the property. The stormwater storage project will not impact use of the existing school building, and will ultimately provide the necessary compensatory storage to satisfy regulatory requirements for any potential increase in impervious surfaces associated with possible future school expansion.

The proposed IGA for the Crow Island School property will govern the relationship between the Village and the District regarding use of the property. The agreement was negotiated over the course of the past year, and both parties have made fair and reasonable compromises that will benefit our respective and shared constituencies. The Village will be allowed to install an underground storm water detention system and water quality improvements on the southern portion of the property. In turn, D36 will benefit from having certainty over some of the zoning parameters associated with potential D36 improvements, while also saving on storm water detention costs that would have otherwise been required for any potential expansion.

The Village will provide zoning relief for some key zoning parameters, including roofed lot coverage, gross floor area, and the minimum side yard setback from the west property line, via a Resolution approving certain zoning variances for a potential future expansion project, should D36 choose to pursue such a project.

Recommendation:

Consider adoption of Resolution No. R-1-2020, approving and Intergovernmental Agreement regarding stormwater improvements at Crow Island School between the Board of Education of Winnetka School District 36 and the Village of Winnetka.

Attachments:

Resolution No. R-1-2020 with Intergovernmental Agreement and associated exhibits

RESOLUTION NO. R-1-2020

**A RESOLUTION APPROVING AN
INTERGOVERNMENTAL COOPERATION AGREEMENT
REGARDING STORMWATER IMPROVEMENTS AT CROW ISLAND SCHOOL
BETWEEN THE BOARD OF EDUCATION OF WINNETKA
SCHOOL DISTRICT NO. 36 AND
THE VILLAGE OF WINNETKA**

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

WHEREAS, the Village and the Forest Preserve District of Cook County (“*District*”) have entered into an August 2, 2017 Memorandum of Understanding (“*MOU*”) to formalize their cooperation on a project to provide stormwater relief to western and southwestern portions of the Village; and

WHEREAS, in addition to the part of the stormwater project to be constructed on District property north of Winnetka Avenue and west of Hibbard Road, the Village has determined that the remaining stormwater storage, conveyance, and water quality improvements for the Village stormwater project necessary to provide flood relief (“*Village Stormwater Improvements*”) must be constructed, in part, on existing open spaces currently owned by Winnetka School District No. 36 (“*School District*”) and known as Crow Island School at the southwest corner of Willow Road and Glendale Avenue in the Village (“*Property*”); and

WHEREAS, the School District anticipates potential future school-related improvements to the Property that may include the expansion of the existing school building and an increase in impermeable surface area on the Property (“*School Improvements*”); and

WHEREAS, the need for and construction of the Village Stormwater Improvements provides a once in a generation opportunity to create significant stormwater relief to the Village as well as to the School District for the Property and the ability of the School District to provide the School Improvements in a cost-effective manner; and

WHEREAS, the Village and the School District desire to enter into an intergovernmental cooperation agreement (“*IGA*”) in order to comply with the MOU and to ensure a level of cooperation and coordination necessary to maximize flood relief for impacted homes and property and to enhance the facilities on the School District Property; and

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

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

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

SECTION 2: APPROVAL OF IGA. The Village Council hereby approves, pursuant to the Village's home rule powers, the IGA in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE IGA. The Village Council hereby authorizes and directs, pursuant to the Village's home rule powers, the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final IGA between the Village and the School District.

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

ADOPTED this ____ day of____, 2020, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

INTERGOVERNMENTAL COOPERATION AGREEMENT

**INTERGOVERNMENTAL COOPERATION AGREEMENT
REGARDING STORMWATER IMPROVEMENTS AT CROW ISLAND SCHOOL
BETWEEN THE BOARD OF EDUCATION OF WINNETKA PUBLIC SCHOOLS
DISTRICT NO. 36 AND THE VILLAGE OF WINNETKA**

This Intergovernmental Cooperation Agreement (“*Agreement*”) is made and entered into as of the ___ day of _____, 2019 (“*Effective Date*”), by and between the Board of Education of Winnetka Public Schools District No. 36, Cook County, Illinois (“*School District*”), and the Village of Winnetka, a home rule municipal corporation (“*Village*”). The School District and the Village are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.” In consideration of the foregoing and the mutual promises contained in this Agreement, the School District and the Village agree to the terms in this Agreement.

I. Background.

A. As a result of long-standing and serious flooding in western and southwestern Winnetka, the Village has identified, as an integral part of its overall stormwater management plan, a stormwater flood reduction vision consisting of a variety of conveyance, storage, and water quality improvements, as well as local and private green infrastructure improvements to address this problem. As part of this vision, the Village and the Forest Preserve District of Cook County (“*CCFPD*”) entered into an August 2, 2017 “Memorandum of Understanding” (“*MOU*”) related to CCFPD’s and the Village’s desire to cooperate in providing stormwater relief to these areas of the Village through a constructed stormwater wetland improvement on a portion of a 49.1+/- acre parcel of CCFPD land north of Winnetka Avenue and west of Hibbard Road (“*Village Stormwater Project*”). The Village’s current concept vision is shown on *Exhibit A* to this Agreement (Stormwater Management System Opportunities).

B. As contemplated under the MOU as part of the Village Stormwater Project, approximately 74 acre-feet of stormwater management is to be constructed on CCFPD lands

along with naturalized plantings and water quality monitoring for the CCFPD through investment by the Village. Additional passive stormwater storage will be realized on the property, as is currently occurring.

C. The Village has determined that the remaining stormwater storage and conveyance for the Village Stormwater Project necessary to provide flood relief must be constructed on existing open spaces currently owned by the School District, the Winnetka Park District, and New Trier Township High School District No. 203.

D. The School District is the owner of property generally located at the southwest corner of Willow Road and Glendale Avenue in the Village ("**Property**"). The Property is depicted on **Exhibit B** to this Agreement. The School District uses the Property for the Crow Island School and related school activities. The Property is generally located within the FEMA 100-year flood plain in an area that experiences frequent stormwater flooding.

E. As part of the Village Stormwater Project and as required under the MOU, the Village has proposed to utilize a portion of the Property ("**Easement Premises**") (as set forth in the Easement Agreement described in Subsection J of this Section and attached as **Exhibit E** to this Agreement), for underground stormwater storage, conveyance, and water quality improvements ("**Stormwater Improvements**"). The Stormwater Improvements are generally identified and described in **Exhibit C** to this Agreement. The Stormwater Improvements are necessary to address serious and repetitive flooding in the Village and on the Property.

F. The School District anticipates potential future school-related improvements to the Property that may be located within the Potential Building Zone, as shown on **Exhibit C** ("**Potential Building Zone**") or in such other parts of the Easement Premises as the Village and the School District may mutually agree. ("**School Improvements**"). The School Improvements

may include the expansion of the existing school building and an increase in impermeable surface area on the Property. The historic nature of the existing school building and environmentally sensitive location of the Property within the flood plain will need to be considered in implementing the School Improvements.

G. The need for and construction of the Stormwater Improvements provides a once in a generation opportunity to create significant stormwater relief to the Village as well as to the School District for the Property and the neighborhood and the ability of the School District to provide the School Improvements in a cost-effective and expedited manner.

H. The Parties desire to coordinate planning and other efforts with respect to the Property to (1) create significant stormwater relief for the Village, and (2) enable the School District to implement the School Improvements in a manner that respects both the historic and environmentally sensitive nature of the Property.

I. The Parties have determined that, after completion of the Village Stormwater Improvements, the Village shall, at the Village's expense, grade and restore the Easement Premises to a sod or paved surface as provided in this Agreement ("***Village Restoration Improvements***"), which Village Restoration Improvements are more fully described in ***Exhibit D*** to this Agreement.

J. In conjunction with the construction of the Village Stormwater Improvements and the School Improvements, the Parties desire to memorialize their respective rights and obligations with regard to the Property. To do that, the Parties have agreed to have the use and development of the Property governed by this Agreement and an Easement Agreement to be entered into by the Parties and recorded against the Property, which Easement Agreement is attached as ***Exhibit E*** to this Agreement ("***Easement Agreement***").

K. The Village's construction of the Stormwater Improvements and the Village Restoration Improvements will provide approximately 10.8 acre feet of flood protection for the neighborhood and the Property, detention and compensatory storage valued at approximately \$3.9 million, new and improved drainage infrastructure for the Property, and other related and beneficial improvements.

L. The Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970; the Local Land Resource Management Planning Act, 50 ILCS 805/1 *et seq.*; and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

M. After consideration of all utility, planning, and intergovernmental issues affecting this matter, the School District has determined that it is in the best interests of its constituents and the public welfare to enter into this Agreement in order to ensure a level of cooperation and coordination between the Village and the School District necessary to maximize flood relief for impacted homes and property and to enhance the facilities on the Property.

N. After consideration of all utility, planning, and intergovernmental issues affecting this matter, the Village has determined that it is in the best interests of its citizens and the public welfare to enter into this Agreement in order to ensure a level of cooperation and coordination between the School District and the Village necessary to maximize flood relief for impacted homes and property and to enhance the facilities on the Property.

O. The Village recognizes that the School District's agreement as provided in this Agreement to allow the Village to utilize the Property as an integral and necessary part of the Village Stormwater Project constitutes an important intergovernmental partnership and authorizes the Village to grant, as provided in this Agreement, a 100 percent credit to the School

District for the stormwater utility fee that would otherwise be applicable to the Property under Chapter 13.16 of the Village Code.

II. Stormwater Improvements.

A. No Obligation. Nothing in this Agreement obligates the Village to construct the Stormwater Improvements on the Property. If the Village determines, in its sole discretion, to construct the Stormwater Improvements on the Property, then the terms and conditions of this Agreement will apply to any such construction. This Agreement shall terminate if the Village does not commence construction of the Stormwater Improvements (“*Construction Commencement*”) by April 1, 2029, unless the Parties agree in writing to extend the date of Construction Commencement (“*Construction Commencement Deadline*”). If the Village does not commence construction by the Construction Commencement Deadline and such inaction is not based on a denial or the actions of a third party, the Village shall pay the School District up to \$60,000, for costs substantiated by the School District as costs that it has incurred related to the evaluation and negotiation of this Agreement. The Village shall make such payment to the School District within 60 days after providing notice to the School District that it will not proceed with the Stormwater Improvements on the Property or on the Construction Commencement Deadline, whichever date is sooner.

B. Easement. Prior to Construction Commencement and after District Approval of the Village Final Plans, as provided in Paragraph II.E.3 of this Agreement, the School District shall grant the Village a perpetual and permanent easement on the Easement Premises pursuant to the Easement Agreement that will, among other matters, authorize the Village to own, survey, design, install, construct, operate, use, test, inspect, improve, maintain, repair, remove, or replace, in the locations on the Property as identified in the Easement Agreement, the

Stormwater Improvements. The granting of the easement under the Easement Agreement is conditioned on the agreement between the Parties that the Stormwater Improvements will not be materially modified without the prior written approval of the School District. The Easement Agreement will be perpetual, except as otherwise provided in the Easement Agreement, notwithstanding the term of this Agreement as set forth in Subsection VI.D of this Agreement; provided that if this Agreement terminates prior to Construction Commencement, the Easement Agreement will not be executed or recorded. Prior to the approval and recording of the Easement Agreement, the Parties shall mutually agree on the legal description of the Easement Premises, and the cost of obtaining such legal description shall be borne by the Village.

C. Determination of Configuration of Stormwater and School Improvements. The Parties acknowledge that as of the Effective Date of this Agreement, the School District has not determined the specific extent and location of the School Improvements that the School District may want to construct on the Potential Building Zone. The Parties further acknowledge that the specific extent and location of the School Improvements will likely impact the final configuration and location of the Village Stormwater Improvements on the Property. To allow the School District additional time to complete its plans for the School Improvements without delaying the Village's ability to comply with the MOU and to continue to implement the Village Stormwater Project, the Village and School District have agreed that the Stormwater Improvements shall not be located in the area identified as "Potential Building Zone" shown on *Exhibit C* and that the Stormwater Improvements shall be set back a minimum of 10 feet from the Potential Building Zone, unless otherwise agreed by the Parties.

D. Village Obligations. The Village will construct and maintain the Stormwater Improvements, if at all, at its sole cost and expense and in compliance with all applicable federal,

state, and Village laws, statutes, codes, ordinances, resolutions, rules and regulations, including, without limitation, any and all applicable regulations and permits issued by the Army Corps of Engineers and any other governmental entity with jurisdiction related to the Village Stormwater Improvements (collectively, “**Requirements of Law**”). The Stormwater Improvements will be constructed and maintained so that they do not make impracticable or infeasible the construction and maintenance of the School Improvements or otherwise unreasonably interfere with or prevent the School District from continuing to utilize the Property for the Crow Island School and related school and sports activities (“**School Purposes**”). The Stormwater Improvements will be sufficient to meet the stormwater detention and compensatory storage permit requirements for the Property and the School Improvements under the Requirements of Law (presently 10.8 acre feet), including specifically, but without limitation, all requirements of the Metropolitan Water Reclamation District (“**MWRD**”) and the terms and conditions of the Winnetka Stormwater Management Code and MWRD’s Watershed Management Ordinance. The Village will obligate its contractors to construct the Stormwater Improvements consistent with the Final Plans.

E. Cooperative Development and Review of Plans.

1. Preliminary Plans. The Village has provided the School District, and the School District has reviewed and, by approval and execution of this Agreement, preliminarily approved, the Village’s preliminary plans and specifications for the Stormwater Improvements (“**Village Preliminary Plans**”). The Village Preliminary Plans are attached to this Agreement as **Exhibit F**. The Village will regularly consult with the District regarding the Village’s preparation of its final plans and specifications for the Stormwater Improvements in advance of seeking the District’s approval of those plans and specifications as provided in Paragraph 2 of

this Subsection.

2. Final Plans. As the Village proceeds with further development and refinement of its final plans and specifications for the Stormwater Improvements (“**Village Final Plans**”), the Village will provide the School District with the Village Final Plans for the School District’s review and comment, along with information on how the Village Final Plans may differ from the Village Preliminary Plans. The School District shall provide the Village with any written comments on the Village Final Plans, if any, within 45 days after receipt of the Village Final Plans (“**Comment Deadline**”). The Village shall consider the School District’s comments and make any changes to the Village Final Plans that the Village deems appropriate. The Village will also provide to the School District a written response to the District’s comments (“**Final Village Response**”).

3. Approval of Final Plans. On or before the Comment Deadline (if the School District had no written comments) or within 30 days after the Final Village Response (if the School District provided written comments) (“**Approval Deadline**”), the School District shall approve the Village Final Plans in writing (“**District Approval**”) so long as the Final Plans are substantially the same as the Village Preliminary Plans with regard to (i) the general characteristics of the Stormwater Improvements, (ii) the general level of the final grading of the Property, (iii) the general location of the Stormwater Improvements, (iv) the height or elevation of the Stormwater Improvements, and (v) the amount of acre feet of storage to be provided by the Stormwater Improvements (“**Final Plan Standards**”). The School District will have the right to disapprove the Village Final Plans (“**District Disapproval**”) only on the specific basis that (i) the placement of the Stormwater Improvements will materially restrict the School District’s ability to construct the School Improvements within the Potential Building Zone or (ii)

the Final Plans materially fail to satisfy the Final Plan Standards. In the event of District Disapproval, the Parties agree to meet and work in good faith to resolve the disagreement. The Final Plans shall be deemed approved if the School District does not provide the Village with either the District Approval or the District Disapproval on or before the Approval Deadline.

G. Construction Schedule; School Property Interruption.

1. Construction Schedule. Prior to Construction Commencement, the Village and the School District will consult and cooperate with each other to agree upon a construction schedule for the construction of the Stormwater Improvements and the Village Restoration Improvements (“*Village Construction Schedule*”). Once approved in writing by both Parties, which approval shall not be unreasonably withheld, the Village Construction Schedule shall automatically be deemed to be attached to this Agreement as *Exhibit G*. The Village Construction Schedule will be consistent with the Requirements of Law, including, without limitation, any permits for the project issued by MWRD, the Army Corps of Engineers, or the Illinois Environmental Protection Agency (“*IEPA*”). Construction of the Stormwater Improvements and Village Restoration Improvements will only commence after District Approval as provided in Paragraph II.E.3 of this Agreement.

2. School Property Interruption. As provided in the Construction Schedule, unless otherwise agreed by the Parties in writing, construction of the Stormwater Improvements and the Village Restoration Improvements will only commence (i) after District Approval as provided under Paragraph II.E.3 of this Agreement and (ii) only during one of the following periods (“*Construction Period*”):

Beginning of Spring Break 2021 until first full day of 2021-22 School Year

Beginning of Spring Break 2022 until first full day of 2022-23 School Year

Beginning of Spring Break 2023 until first full day of 2023-24 School Year

Beginning of Spring Break 2024 until first full day of 2024-25 School Year

The Village will provide the School District written notice at least 30 days prior to Construction Commencement. During the Construction Period, the Village will have exclusive use of the Easement Premises and the School District will be prevented from undertaking use of the Easement Premises for any of the School Purposes. The School District's use of the remainder of its Property shall not be restricted during the Construction Period. The Village will manage construction of the Stormwater Improvements and the Village Restoration Improvements so that the extent and period of disruption to the Easement Premises is of the shortest duration reasonable under the circumstances. In the event that any construction related to the Stormwater Improvements or the Village Restoration Improvements causes the School District to incur additional costs to operate Crow Island School (such as renting additional space), the Village shall reimburse the School District for such costs within 30 days after the School District provides the Village with a detailed invoice for such costs; provided, that to the extent possible, the School District shall provide written notice to the Village of such anticipated costs to afford the Village an opportunity to take steps to mitigate or avoid such costs.

3. Compliance with Construction Schedule. The construction of the Stormwater Improvements and the Village Restoration Improvements will be undertaken in accordance with the Requirements of Law and the Village Construction Schedule. The Village will be responsible for any actual damages incurred by the School District as a result of the Village's failure to comply with the Construction Schedule.

4. Abandonment and Removal.

i. In the event that the Village does not complete the Stormwater Improvements and the Village Restoration Improvements during the applicable Construction Period and thereafter abandons construction activity on the Stormwater Improvements and the Village Restoration Improvements, the School District shall have the right to provide the Village with written notice of abandonment (“*Notice of Abandonment*”). Upon receipt of a Notice of Abandonment, the Village shall, within a commercially reasonable period of time, either complete the Stormwater Improvements and the Village Restoration Improvements or remove any underground improvements and restore the Easement Premises to its condition as of the date immediately preceding the date of Construction Commencement. For purposes of this Agreement, "abandons," or "abandonment" shall mean cessation of construction or installation of the Stormwater Improvements and the Village Restoration Improvements consistent with this Agreement for a period of 270 consecutive days (unless the Village and the School District agree in writing to a longer period of abandonment) for any reason other than (i) a Force Majeure or (ii) if and to the extent the cessation of work is caused by an action or inaction of the School District that is not in compliance with the terms of this Agreement. If the Village fails to comply with this Subsection II.G.4.i within a commercially reasonable period of time after the School District provides written notice, the School District may remove the abandoned Stormwater Improvements or Village Restoration Improvements, or both, and restore the Easement Premises and the Village shall reimburse the School District for the costs the School District incurs in restoring the Easement Premises within 30 days after the School District provides the Village with a detailed invoice for such costs. Moreover,

unless otherwise agreed by the Parties, upon the abandonment of either the Stormwater Improvements or the Village Restoration Improvements, the Easement Agreement shall immediately terminate without further action and, upon the request of the School District, the Village shall promptly record a release of easement releasing all rights under the Easement Agreement, in a form reasonably acceptable to the School District.

ii. In the event the Village removes the Stormwater Improvements from the Easement Premises, the Village shall restore the Easement Premises to its condition preceding its removal and the Easement Agreement shall, unless otherwise agreed by the Parties, immediately terminate after such removal without further action, and, upon the request of the School District, the Village shall promptly record a release of easement releasing all rights under the Easement Agreement, in a form reasonably acceptable to the School District. If the Village fails to comply with this Subsection II.G.4.ii within a commercially reasonable period of time after the School District provides written notice, the School District may restore the Easement Premises and the Village shall reimburse the School District for the costs the School District incurs in restoring the Easement Premises within 30 days after the School District provides the Village with a detailed invoice for such costs.

H. Acceptance and Maintenance of Stormwater Improvements. The Village shall have sole responsibility to construct and maintain, at its sole cost, the Stormwater Improvements in accordance with this Agreement and to construct, at its sole cost, the Village Restoration Improvements in accordance with this Agreement. Within 90 days after substantial completion of the Stormwater Improvements, the Village shall provide the School District as-built construction plans for the Stormwater Improvements and shall provide any additional details as

are reasonably requested by the School District. If the School District Superintendent, or the Superintendent's designee, determines that the Stormwater Improvements have been constructed or maintained, or that the Village Restoration Improvements have been constructed, so that they do not substantially conform to the Village Final Plans, or that they make impracticable or infeasible the construction and maintenance of the School Improvements or otherwise unreasonably interfere with or prevent the School District from continuing to utilize the Property for School Purposes, the Superintendent, or the Superintendent's designee, shall make a written request of the Village that the Stormwater Improvements and/or the Village School Improvements be repaired or otherwise reconstructed or removed in order to comply with the requirements of this Agreement. Upon receipt of the School District's notice, the Village and the School District shall promptly meet to discuss the issues raised by the School District in order to mutually agree upon a reasonable resolution. Unless otherwise agreed by the Parties, the Village will be solely responsible for any costs incurred in complying with this Subsection, including any actual costs incurred by the School District to the extent such costs result from the Village's failure to comply with this Subsection.

III. School Improvements.

A. No Obligation. Nothing in this Agreement obligates the School District to construct the School Improvements on the Property. If the School District determines, in its sole discretion, to construct the School Improvements on the Property, then the terms and conditions of this Agreement will apply to any such construction.

B. School District Obligations. The School District will construct and maintain the School Improvements, if at all, at its sole cost and expense and in compliance with the Requirements of Law. The School Improvements will be constructed within the Potential

Building Zone and shall not extend into the Easement Premises unless otherwise agreed to by the Parties, and the School Improvements will be constructed so that they do not directly interfere with the operation of the Stormwater Improvements.

C. Cooperative Development and Review of Plans.

1. Preliminary Plans. The School District acknowledges and agrees that if the School District decides to construct the School Improvements it will be necessary for the School District to design the School Improvements within the Potential Building Zone and so they do not directly interfere with the operation of the Stormwater Improvements. The School District will provide the Village with the School District's preliminary plans and specifications for the School Improvements ("***District Preliminary Plans***") for the Village's review and comment. If the Village believes that construction based on the District Preliminary Plans will occur outside the Potential Building Zone and within the Easement Premises or otherwise directly interfere with the operation of the Stormwater Improvements, then the Village will, within 14 days of its receipt of the District Preliminary Plans, provide the School District with written comments on the District Preliminary Plans. The School District shall consider the Village's comments and make any changes that the School District deems appropriate. The School District will also provide to the Village a written response to the Village's comments.

2. Final Plans. As the School District proceeds with further development and refinement of its final plans and specifications for the School Improvements ("***District Final Plans***"), the School District will provide the Village with these Plans for the Village's review and comment, along with information on how the District Final Plans may differ from the District Preliminary Plans. The Village shall provide the School District with any written comments on the District Final Plans within 14 days of its receipt of the School District Final

Plans (“*Village Comment Deadline*”). The School District shall consider the Village’s comments and make any changes that the School District deems appropriate. The School District will also provide to the Village a written response to the Village’s comments (“*Final District Response*”). On or before the Village Comment Deadline (if the Village had no written comments) or within 30 days after the Final District Response (if the Village provided written comments) (“*Village Approval Deadline*”), the Village shall approve the School District Final Plans in writing (“*Village Approval*”) so long as the Final Plans are substantially the same as the District Preliminary Plans. The Village shall have the right to withhold approval of the District Final Plans (“*Village Disapproval*”) only on the specific basis that a part of the School Improvements will be located outside the Potential Building Zone and within the Easement Premises or that the School Improvements will directly interfere with the operation of the Stormwater Improvements. The Final Plans shall be deemed approved if the Village does not provide the School District with either the Village Approval or the Village Disapproval on or before the Village Approval Deadline.

D. Acceptance and Maintenance of School Improvements. If the School District decides to construct the School Improvements the School District shall have sole responsibility to construct and maintain the School Improvements in accordance with the District Final Plans and this Agreement. Within 90 days after substantial completion of the School Improvements, the School District shall provide the Village as-built construction plans for the School Improvements and shall provide any additional details as are reasonably requested by the Village. If the Village Manager, or the Manager’s designee, determines that the School Improvements have been constructed or maintained so that the Improvements do not substantially conform to the District Final Plans, directly interfere with the operation of the

Stormwater Improvements, or are otherwise in violation of this Agreement, the Village Manager, or the Manager's designee, shall make a written request of the School District that the School Improvements be repaired or otherwise reconstructed or removed in order to comply with the requirements of this Agreement. Upon receipt of the Village's notice, the School District and the Village shall promptly meet to discuss the issues raised by the Village in order to mutually agree upon a reasonable resolution. Unless otherwise agreed by the Parties, the School District will be solely responsible for any costs incurred in complying with this Subsection, including any actual costs incurred by the Village to the extent such costs result from the School District's failure to comply with this Subsection; provided, however, that if the School Improvements do cause the maintenance of the Stormwater Improvements to be impracticable or infeasible, but the School Improvements were constructed and maintained in substantial conformance with the District Final Plans, then repairs shall be constructed at the Village's sole expense and the Village shall reimburse the School District for any related costs that it incurs.

E. Zoning Approvals.

1. General. Except as otherwise specifically provided in Paragraph 2 of this Subsection, in addition to the requirements of this Agreement, the School Improvements will be subject to approval in accordance with the requirements of the Winnetka Zoning Ordinance. In conjunction with any required zoning approvals, the Village will fully cooperate with the School District in processing any required zoning approvals, which cooperation will include, at a minimum, the timely review and consideration by the Village of the School District's request. The Village will waive any zoning application fees therefor.

2. Special Village Zoning Approvals. The Village recognizes the School

District's important cooperation with the Village on stormwater matters as provided in this Agreement and the School District's request for the Village to establish in advance definitive zoning parameters on certain, key zoning regulations for the future construction of the School Improvements, if the School District proceeds with the School Improvements. Accordingly, the Village Board will, upon approval of this Agreement, approve by resolution duly adopted pursuant to Chapter 17.76 of the Winnetka Municipal Code ("**Zoning Approval Resolution**") substantially the same as **Exhibit H** to this Agreement, certain zoning relief for the School Improvements with regard to maximum total area of impermeable surfaces, maximum gross floor area, and maximum roofed lot coverage, provided that the School Improvements will be constructed within the Potential Building Zone as depicted in **Exhibit C**.

IV. Partnership Credit.

In recognition of the School District's agreement on the Village's construction and maintenance of the Stormwater Improvements on the Property, thus making a substantial and tangible contribution to the Village's stormwater system, the Village agrees that on and from the date of Construction Commencement and for so long as the Stormwater Improvements are maintained on the Property in accordance with this Agreement, the Village will provide to the School District a 100 percent credit for the stormwater utility fee that would otherwise be applicable to the Property under Chapter 13.16 of the Village Code.

V. Indemnification and Insurance.

A. Village Indemnification. To the extent permitted by law, the Village shall indemnify and hold harmless the School District, its Board of Education, and all School District elected and appointed officials, officers, employees, agents, representatives, engineers,

architects, and attorneys (“*School District Parties*”), from and against all claims and liability, including reasonable attorneys’ fees and costs, that may be asserted at any time by a third party against any of the School District Parties arising out of or in any way connected with the actions or omissions related to planning, construction, operation, and maintenance of the Stormwater Improvements by the Village as provided in this Agreement, the construction of the Village Restoration Improvements and any related liens, or any claim related to flooding or damage to surrounding property resulting from the planning, construction, operation, and maintenance of the Stormwater Improvements as provided in this Agreement.

B. School District Indemnification. To the extent permitted by law, the School District shall indemnify and hold harmless the Village, its corporate authorities, or any Village elected or appointed officials, officers, employees, agents, representatives, engineers, architects, and attorneys (“*Village Parties*”), from and against all claims and liability, including reasonable attorneys’ fees and costs, that may be asserted at any time by a third party against any of the Village Parties arising out of or in any way connected with the actions or omissions related to planning, construction, operation, and maintenance of the School Improvements and any related liens, or any claim related to flooding or damage to surrounding property resulting from the planning, construction, operation, and maintenance of the School Improvements as provided in this Agreement.

C. Village and School District Insurance.

1. Village. The Village is self-insured for general liability and workers compensation and does not purchase commercial insurance. The Village has provided the School District with reasonably detailed information regarding the insurance that the Village maintains and that the Village requires its contractors to maintain (“*Village Insurance*

Policies”). The Village Insurance Policies are acceptable to the School District. The Village shall provide written notice of any material changes to the Village Insurance Policies. Certificates of insurance showing the coverages of the Village Insurance Policies are attached to this Agreement as *Exhibit I*.

2. School District. The School District, through a cooperative, is self-insured for general liability and workers compensation and does not purchase commercial insurance. The School District has provided the Village with reasonably detailed information regarding the insurance that the School District maintains and that the School District requires its contractors to maintain (“*School District Insurance Policies*”). The School District Insurance Policies are acceptable to the Village. The District shall provide written notice of any material changes to the School District Insurance Policies. Certificates of insurance showing the coverages of the School District Insurance Policies are attached to this Agreement as *Exhibit J*.

3. Maintenance of Insurance Policies. The Village, the Village contractors, the School District, and the School District contractors will maintain their respective Insurance Policies (or policies that are substantially the same as their respective Insurance Policies) during the term of this Agreement.

VI. Miscellaneous Provisions.

A. Force Majeure. For purposes of this Agreement, “*Force Majeure*” means a strike, lockout, act of God, or other factor beyond a party’s reasonable control and reasonable ability to remedy; provided, however, that Force Majeure will not include delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Property. For any delay under this Agreement caused by a Force Majeure, the Party delayed will, upon timely written notice to the other Party,

be entitled to an extension of the otherwise applicable time for a period of time equal to the delay resulting from the Force Majeure. The delayed Party shall use reasonable commercial efforts to promptly correct any delay in performance.

B. Intentionally omitted.

C. Enforcement. The Village and the School District may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement.

D. Term. Unless terminated earlier as provided in this Agreement, this Agreement will be in full force and effect from and after its Effective Date, as provided pursuant to Subsection T of this Section, for a period of 75 years; provided, however, that if the 75-year term is held invalid, the term will be the maximum term permitted by applicable law as of the Effective Date of this Agreement or such longer term as may be subsequently allowed.

E. No Assignment. No Party may assign any rights or duties under this Agreement without the prior express written consent of the other Party.

F. Successors. This Agreement shall be binding upon the successors of the Parties' respective governing boards.

G. Relationship of the Parties; No Third-Party Beneficiaries. No employee, volunteer, or agent of one Party shall be considered the employee, volunteer, or agent of the other Party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the School District and the Village. Notwithstanding any provision to the contrary, this Agreement is entered into solely for the benefit of the Parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or

entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the School District or the Village.

H. Entire Agreement. Except for the Easement Agreement, as provided pursuant to Subsection II.B of this Agreement, this Agreement, including the Exhibits, shall constitute the entire agreement of the Parties with respect to the matters contained in this Agreement and this Agreement supersedes all prior agreements and understandings, whether written or oral, formal, or informal, except for the Easement Agreement.

I. Notice. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective upon personal delivery or on the third day after mailing by first class mail, registered, or certified mail, postage prepaid, or on the next day after mailing by a national overnight courier, addressed to:

To the Village:

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

To the School District:

Attention: Superintendent
Winnetka Public Schools District 36
1235 Oak Street
Winnetka, Illinois 60093

With a copy to:

Village Attorney
Peter Friedman
Holland & Knight LLP
150 North Riverside Plaza
Chicago, Illinois 60606

James S. Levi
Hodges, Loizzi, Eisenhammer,
Rodick & Kohn, LLP
3030 Salt Creek Lane, Suite 202
Arlington Heights, Illinois 60005

Either party may change the person or address to which such notices are to be given by giving prior written notice to the other party in accordance with this Section.

J. Exhibits. Exhibits A-J are incorporated into and made part of this Agreement.

K. Amendments. This Agreement may not be amended except by a written

document signed by authorized representatives of both Parties and dated a date after the Effective Date of this Agreement.

L. Compliance with Law. The Parties shall comply with all applicable Requirements of Law.

M. Authority to Execute. Each of the Parties warrants and represent that the persons executing this Agreement on its behalf have been properly authorized to do so.

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

O. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

P. No Waiver. The failure of either Party to insist upon the performance of any terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

Q. Survival of Terms. Any provision of this Agreement that by its nature is intended to survive termination of this Agreement shall so survive and shall remain enforceable after such termination.

R. Provisions Not Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, this Agreement shall terminate, unless the Parties otherwise agree in writing.

S. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Agreement.

T. Effective Date. This Agreement shall be deemed dated and become effective on the date set forth in the first paragraph on the first page of this Agreement.

[Signature Page on Next Page]

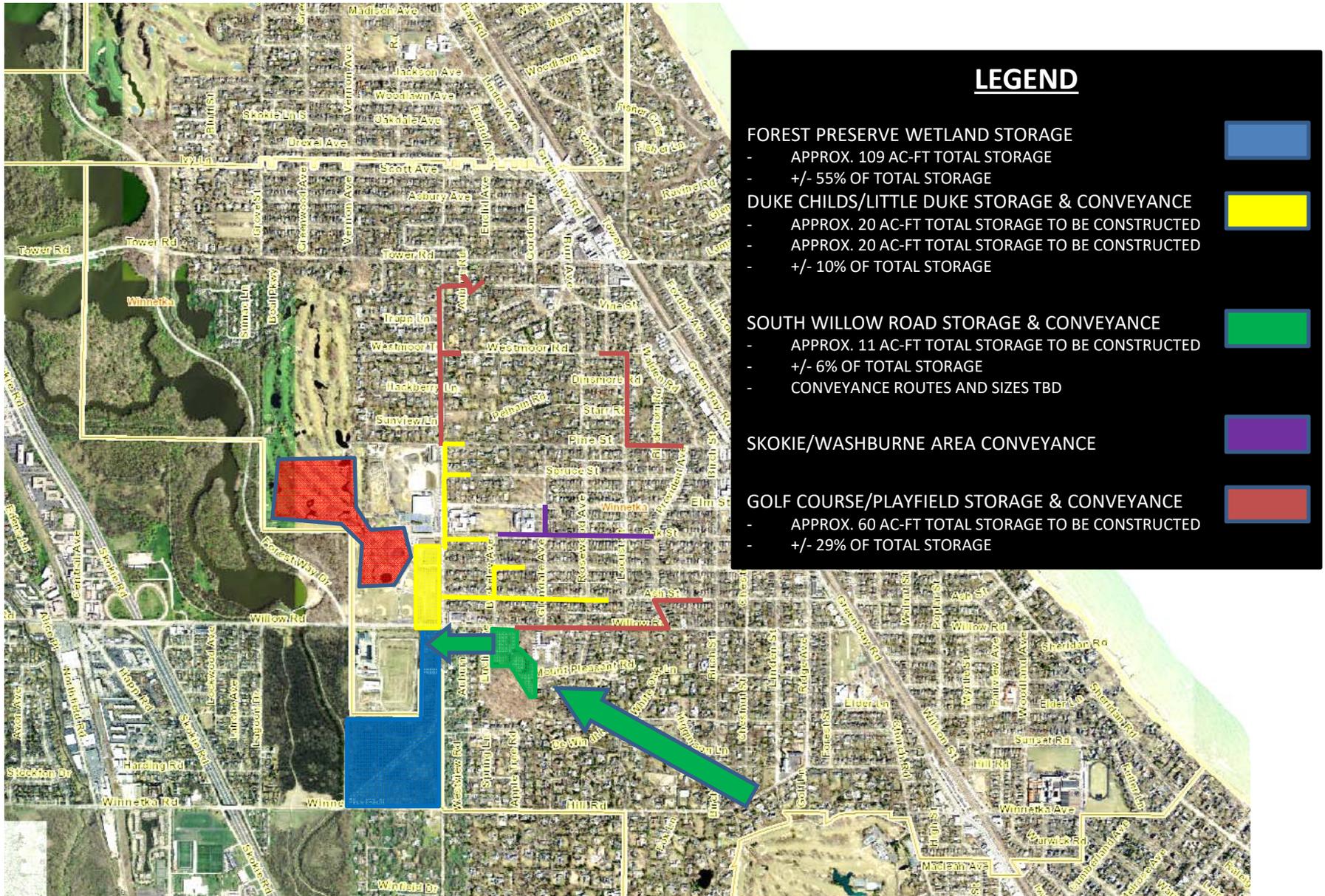
<p>VILLAGE OF WINNETKA</p> <p>By: _____ Its: President</p> <p>Attest: _____ Village Clerk</p> <p>Dated: _____</p>	<p>BOARD OF EDUCATION OF WINNETKA PUBLIC SCHOOLS DISTRICT NO. 36</p> <p>By: _____ Its: President</p> <p>Attest: _____ Secretary</p> <p>Dated: _____</p>

List of Exhibits

- Exhibit A Stormwater Management System Opportunities**
- Exhibit B Depiction of Property**
- Exhibit C Stormwater Improvements and Potential Building Zone**
- Exhibit D Village Restoration Improvements**
- Exhibit E Easement Agreement**
- Exhibit F Village Preliminary Plans**
- Exhibit G Village Construction Schedule**
- Exhibit H Zoning Approval Resolution**
- Exhibit I Village Insurance Policies**
- Exhibit J School District Insurance Policies**

Exhibit A
Stormwater Management System Opportunities

EXHIBIT A - STORMWATER MANAGEMENT SYSTEM OPPORTUNITIES

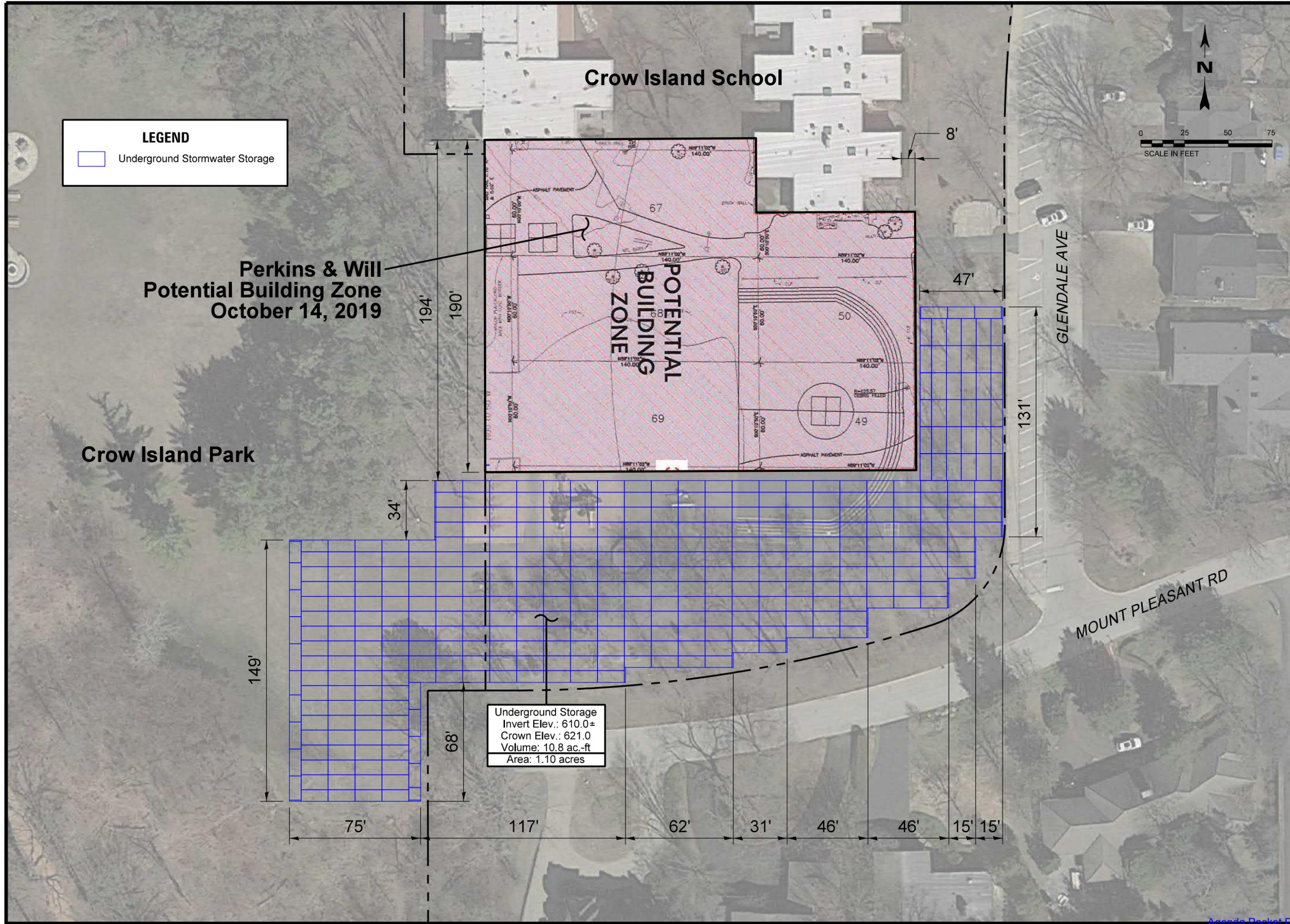


December 15, 2019

Exhibit B
Depiction of Property

December 15, 2019

Exhibit C
Stormwater Improvements and Potential Building Zone



CONCEPTUAL LAYOUT
CROW ISLAND SCHOOL UNDERGROUND STORMWATER STORAGE FACILITY
WEST AND SOUTHWEST WINNETKA STORMWATER MANAGEMENT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS



FIGURE 1
 10/17/2019

December 15, 2019

Exhibit D
Village Restoration Improvements

Exhibit E
Easement Agreement

**PREPARED BY AND AFTER
RECORDING RETURN TO:**

Peter M. Friedman
Holland & Knight LLP
150 N. Riverside Plaza
Suite 2700
Chicago, Illinois 60606

<p><i>For Recorder's Use Only</i></p>

**NON-EXCLUSIVE EASEMENT AND USE AGREEMENT FOR CONSTRUCTION AND
MAINTENANCE OF STORMWATER INFRASTRUCTURE AND UTILITY SYSTEMS
RELATED TO CROW ISLAND SCHOOL**

**THIS NON-EXCLUSIVE EASEMENT AND USE AGREEMENT FOR
CONSTRUCTION AND MAINTENANCE OF STORMWATER INFRASTRUCTURE AND
UTILITY SYSTEMS RELATED TO CROW ISLAND SCHOOL (“*Agreement*”) is dated as of
this ___ day of _____, 2019, by and between the **VILLAGE OF WINNETKA**, an Illinois home
rule municipal corporation (“*Village*”), and the **BOARD OF EDUCATION OF WINNETKA
PUBLIC SCHOOLS DISTRICT NO. 36**, Cook County, Illinois (“*District*” or “*School District*”).**

IN CONSIDERATION OF the mutual covenants and agreements set forth herein and
pursuant to the Village's home rule powers, the parties hereto agree as follows:

1. **BACKGROUND.**

A. The District is the owner of the real estate commonly known as Crow Island School located at the southwest corner of Willow Road and Glendale Avenue in Winnetka, Illinois, which real estate is legally described on *Exhibit 1* to this Agreement (“*Subject Property*”). The District generally uses the Property for the Crow Island School and related school activities.

B. In cooperation with the Cook County Forest Preserve District, the Village has determined that it is necessary to construct and maintain underground stormwater storage, conveyance, and water quality improvements on portions of the Property in order to address serious and repetitive flooding in the Village and on the Property.

C. The District and the Village have entered into an “Intergovernmental Cooperation Agreement Regarding Stormwater Improvements at Crow Island School” dated _____, 2019 (“*IGA*”). The IGA requires the District and the Village to enter into this Agreement to, among other things, grant an easement to the Village for the Stormwater Improvements (as defined in the IGA) as contemplated and provided in this Agreement.

D. The District and the Village have determined that it is in their respective best interests to enter into this Agreement in order to comply with the terms and conditions of the IGA.

2. **GRANT AND USE OF EASEMENT.** The District grants, conveys and dedicates to the Village a perpetual non-exclusive easement in, at, over, along, across, through, upon and under the locations on the Property as described and depicted on *Exhibit 2* (“*Easement Premises*”), to own, survey, design, install, construct, operate, use, test, inspect, improve, maintain, repair, remove, and replace (collectively, “*Work*”) underground stormwater storage, conveyance, and water quality improvements (collectively, “*Permitted Village Uses and Facilities*”). The Permitted Village Uses and Facilities shall be in compliance with the engineering plans attached as *Exhibit 3* to this Agreement (and defined as the Village Final Plans in the IGA), together with all reasonable

rights of ingress and egress over, along, across, and upon the Easement Premises necessary for the exercise of the rights granted herein. The Village shall, at its sole cost and expense, complete any Work it undertakes on the Easement Premises related to the Permitted Village Uses and Facilities in a good and workmanlike manner. The granting of the easement hereunder is conditioned on the agreement between the Parties that the Stormwater Improvements will not be materially modified without the prior written approval of the School District.

3. **ACCESS.** Except (i) in the event of an emergency, in which case the Village shall provide notice as soon as reasonably possible, or (ii) for the Stormwater Improvements contemplated by the IGA, which notice period is set forth in Paragraph II.G.2 of the IGA, the Village shall provide the District with at least seven days prior written notice of the dates and times it intends to perform any Work under this Agreement. The Village shall be responsible for (i) ensuring that any Work under this Agreement does not unreasonably infringe upon or interrupt student activities on the Property and (ii) taking all appropriate safety measures, including fencing all construction areas, to ensure that District students, staff, and other users of the Property are not at an increased risk for injury from the Work. Regarding the Stormwater Improvements and Village Restoration Improvements under the IGA, the Village shall implement the construction fencing and security measures set forth in the Village Final Plans, which fencing and security measures shall not be permanent.

4. **HOLD HARMLESS.** To the extent permitted by law, the Village shall indemnify and hold harmless the District, its Board of Education, and all District elected and appointed officials, officers, employees, agents, representatives, engineers, architects, and attorneys (“*School District Parties*”), from and against all claims and liability, including reasonable attorneys’ fees and costs, that may be asserted at any time against any of the School District Parties arising out of or in any way connected with the actions or omissions related to planning, construction, operation,

and maintenance of the Permitted Village Uses and Facilities by the Village on the Easement Premises.

5. **VILLAGE INSURANCE.** The Village is self-insured for general liability and workers compensation and does not purchase commercial insurance. The Village has provided the School District with reasonably detailed information regarding the insurance that the Village maintains and that the Village requires its contractors to maintain (“*Village Insurance Policies*”). The Village Insurance Policies are acceptable to the School District. The Village shall provide written notice of any material changes to the Village Insurance Policies. Certificates of insurance showing the coverages of the Village Insurance Policies and the Village’s requirements for contractor insurance are attached to this Agreement as *Exhibit 4*. The Village and the Village contractors will maintain their respective Insurance Policies (or policies that are substantially the same as their respective Insurance Policies) during the term of this Agreement.

6. **RESERVED RIGHTS.** The District reserves the right to use the Easement Premises in any manner that will not make impracticable or infeasible the Work or the Permitted Village Uses and Facilities or otherwise unreasonably interfere with or prevent the Village from utilizing the Easement Premises for the Permitted Village Uses and Facilities.

7. **ADDITIONAL EASEMENTS.** The District shall have the right to grant other non-exclusive easements over, along, across or upon the Easement Premises provided such other easements do not unreasonably interfere with the Village’s rights under this Agreement. The School District will provide advance written notice to the Village of any such other easements.

8. **VILLAGE RESTORATION.** Upon completion of any Work, the Village shall: (a) replace and grade any and all topsoil removed by the Village as a result of such Work; (b) restore the Easement Premises to the condition immediately preceding the Work and any roads, paved areas, plantings, and improvements damaged or removed as a result of such Work; (c)

replace any and all sod removed as a result of such Work with sod of like quality; and (d) replace any and all natural grass removed as a result of such Work with good quality sod. If after written notice, the Village does not restore the Easement Premises as required by this Agreement and within a commercially reasonable period of time, the School District may restore the property and the Village shall reimburse the School District for its costs within 60 days after the School District provides the Village with a detailed invoice.

9. **ABANDONMENT AND REMOVAL.**

A. Except with regard to the initial construction of the Stormwater Improvements (the failure to complete construction of which is covered under Paragraph II.G.4 of the IGA), if the Village abandons construction or use of the Permitted Village Uses and Facilities on the Easement Premises, the School District shall have the right to provide the Village with written notice of abandonment (“*Notice of Abandonment*”). Upon receipt of a Notice of Abandonment, the Village shall, within a commercially reasonable period of time, (i) complete the Permitted Village Use and Facility at issue, or (ii) undertake actions to establish that the Permitted Village Use and Facility has not, in fact, been abandoned, or remove any abandoned underground improvements and repair the Easement Premises to its condition preceding the abandonment. For purposes of this Agreement, “abandons,” “abandonment,” or “abandoned” shall mean cessation of construction, installation, or use of the Village Permitted Use and Facility for a period of 270 consecutive calendar days (unless the Village and the School District agree in writing to a longer period of abandonment) for any reason other than (i) a force majeure or (ii) if and to the extent the cessation is caused by an action or inaction of the School District that is not in compliance with the terms of this Agreement. If the Village fails to comply with this Subsection 9.A within a commercially reasonable period of time after the School District provides written

notice, the School District may remove the abandoned Permitted Village Use and Facility and restore the Easement Premises and the Village shall reimburse the School District for the costs the School District incurs in restoring the Easement Premises within 30 days after the School District provides the Village with a detailed invoice for such costs. Moreover, upon the abandonment of any Permitted Village Use Facility, this Agreement shall immediately terminate without further action and, upon the request of the District, the Village shall promptly record a release of easement releasing all rights hereunder, in a form reasonably acceptable to the School District.

B. In the event the Village removes the Permitted Village Use and Facility from the Easement Premises, the Village shall restore the Easement Premises to its condition preceding such removal and this Agreement shall immediately terminate after such removal without further action, and, upon the request of the District, the Village shall promptly record a release of easement releasing all rights hereunder, in a form reasonably acceptable to the School District. If the Village fails to comply with this Subsection 9.B within a commercially reasonable period of time after the School District provides written notice, the School District may restore the Easement Premises and the Village shall reimburse the School District for the costs the School District incurs in restoring the Easement Premises within 30 days after the School District provides the Village with a detailed invoice for such costs.

10. **COVENANTS RUNNING WITH THE LAND.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, the obligations assumed by the Village and the District in this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, obligations, agreements and covenants which run with the land and are binding upon and inure to the benefit of the District and the Village and

their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them. This Agreement shall be recorded against the Subject Property. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.

11. **ASSIGNMENT OF RIGHTS.** The School District agrees that the Village may delegate its duties under this Agreement with written notice to the District or assign this Agreement, with the District's approval (which approval will not be unreasonably withheld), to an assignee: (a) who is reasonably competent to exercise the rights granted herein and perform the obligations imposed herein; and (b) who provides adequate assurances that any Work performed pursuant to such assignment or delegation will be conducted in a good and workmanlike manner and in the manner required by this Agreement. Other than the notice required in Section 3 of this Agreement, nothing in this Section 11 or elsewhere in this Agreement shall require the Village to provide written notice to, or to obtain the consent of, the District for a Village contractor to perform Work on the Village's behalf.

12. **AMENDMENT.** This Agreement may be modified, amended, or annulled only by the written agreement of the District and the Village.

13. **EXHIBITS.** Exhibits 1-4 attached to this Agreement are incorporated into this Agreement and made a part of this Agreement.

14. **ENFORCEMENT.** The District and the Village may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the date first above written.

**BOARD OF EDUCATION OF WINNETKA
PUBLIC SCHOOLS DISTRICT NO. 36**

By: _____
President

ATTEST:

By: _____
Its: _____

VILLAGE OF WINNETKA

By: _____
Christopher Rintz, Village President

ATTEST:

By: _____
Robert Bahan, Village Clerk

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

On _____, 2019, Christopher Rintz, the Village President of the Village of Winnetka, an Illinois home rule municipal corporation, and Robert Bahan, the Village Clerk of said municipal corporation, appeared before in person and acknowledged that they signed the attached Agreement as their free and voluntary act and deed pursuant to the authority of the Village Council of the Village of Winnetka for the uses and purposes set forth therein.

Signature of Notary

SEAL

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

On _____, 2019, _____, the President of the Board of Education of Winnetka Public Schools District No. 36, and _____ the _____ Secretary of said school district, appeared before me in person and acknowledged that they signed the attached Agreement as their free and voluntary act and deed pursuant to the authority of the Board of Education of Winnetka Public Schools District No. 36 for the uses and purposes set forth therein.

Signature of Notary

SEAL

EXHIBIT 1 TO EASEMENT AGREEMENT

Legal Description of the Subject Property

EXHIBIT 2 TO EASEMENT AGREEMENT

Depiction and Legal Description of Easement Premises

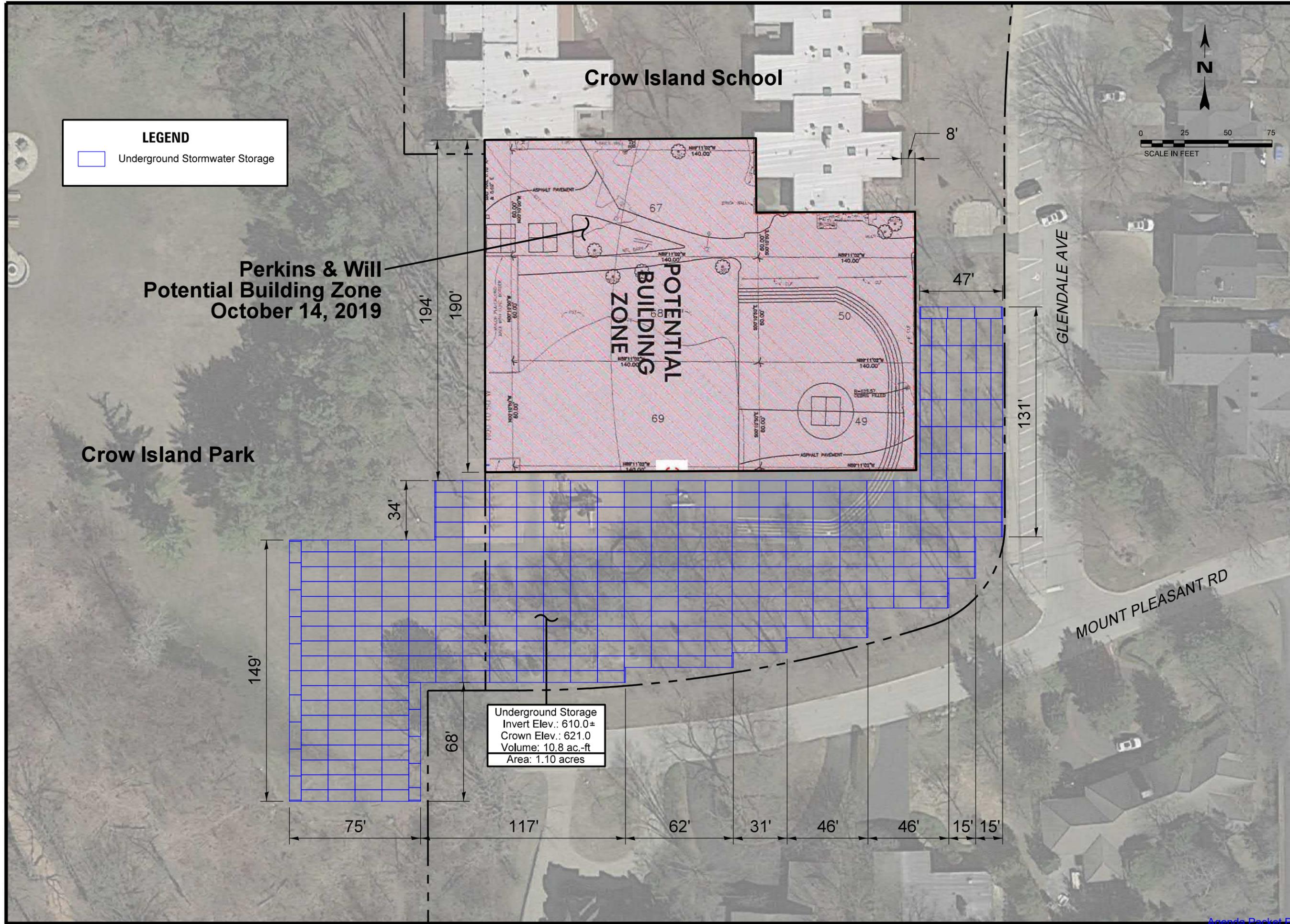
EXHIBIT 3 TO EASEMENT AGREEMENT

Village Final Plans

EXHIBIT 4 TO EASEMENT AGREEMENT

**Village Insurance
Policies**

Exhibit F
Village Preliminary Plans



CONCEPTUAL LAYOUT
CROW ISLAND SCHOOL UNDERGROUND STORMWATER STORAGE FACILITY
 WEST AND SOUTHWEST WINNETKA STORMWATER MANAGEMENT
 VILLAGE OF WINNETKA
 COOK COUNTY, ILLINOIS



FIGURE 1
 10/17/2019

DIVISION 50

**STREET AND UTILITY CONSTRUCTION
SPECIAL PROVISIONS**

PART 1-GENERAL

1.1 REFERENCES

The following specifications are incorporated into this Contract by reference unless otherwise indicated herein. Proposed work, materials, and execution shall be in accordance with applicable portions of these documents:

Standard Specifications for Water and Sewer Main Construction in Illinois, 7th Edition, 2014, and as amended from time to time, referred to herein as SSWSMC.

Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, Latest Edition, and as amended from time to time, referred to herein as IDOT SSRBC.

Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, referred to herein as MUTCD.

Standard Specifications for Traffic Control Items, Latest Edition, referred to herein as TCI.

1.2 INCONSISTENCIES

In resolving inconsistencies between the SSWSMC and the IDOT SSRBC, the SSWSMC shall take precedence over the IDOT SSRBC for all utility work except electrical utility work for which the IDOT SSRBC shall take precedence. The IDOT SSRBC shall take precedence over the SSWSMC for all work in the roadway or work related to roadways.

1.3 ORGANIZATION

The following special provisions shall amend or supplement requirements of the SSWSMC, or IDOT SSRBC, as applicable. These special provisions shall govern wherever there is a conflict or discrepancy with the SSWSMC or IDOT SSRBC.

Special provisions are organized to reference specific SSWSMC paragraph numbers. For example, Special Provision 20-2.01A shall modify Section 20-2.01A of the SSWSMC, and Special Provision 201.11 shall modify Article 201.11 of the IDOT SSRBC.

1.4 EXCLUSIONS

Only the following section of Division 1 of the SSWSMC shall apply to this Contract:

- All reference to Division 1, Section 9-4 of the Standard Specifications, Payment For Extra Work, shall refer to the Standard General Conditions in this Contract.

Wherever provisions in Divisions II through VII of the Standard Specifications conflict with Division I of this document, provisions in Division I of this document shall govern.

The following articles of IDOT SSRBC shall not apply to this Contract:

- Articles 102 through 109.
- All reference to Article 109.04 of the IDOT SSRBC, Payment for Extra Work, shall refer to the Standard General Conditions in this Contract.

PART 2-STANDARD SPECIFICATIONS

SECTION 20. EXCAVATION AND BACKFILL FOR PIPES

20-1A METHOD OF PAYMENT

Add the following section:

All trench excavation, except rock excavation as defined in Section 20-2, shall be considered incidental to the cost of the pipe or associated structure being installed and will not be measured separately for payment.

20-2 DEFINITIONS

Rock Excavation-Revise the wording from “one-half (1/2) cubic yard (0.4 cubic meter),” to “one (1) cubic yard.”

Final Backfill-Final backfill shall consist of backfilling from the top of initial backfill to the natural or finished surface line or to the underside of proposed pavement base.

20-3.01 FOUNDATION, BEDDING, AND HAUNCHING

Replace this section with the following:

Foundation, bedding and haunching material shall be gradation CA-6 or CA-7 meeting the requirements of IDOT SSRBC. For polyethylene encased piping foundation, bedding and haunching shall be gradation FA-2 meeting the requirements of IDOT SSRBC.

20-3.02 INITIAL BACKFILL

Initial backfill material shall be gradation CA-6 or CA-7 meeting the requirements of IDOT SSRBC. For polyethylene encased pipe, initial backfill shall be gradation FA-2 meeting the requirements of IDOT SSBC.

20-4.01 SURFACE REMOVAL AND TOPSOIL PRESERVATION

Section 201 of the IDOT SSRBC shall also apply to all operations on the project.

20-4.04 REMOVAL OF WATER

Add the following paragraphs to this section:

CONTRACTOR shall take all necessary precautions during the dewatering operation to protect adjacent structures against subsidence, flooding, or other damage. Prior to dewatering, CONTRACTOR shall take into account the effect of his proposed dewatering operation on existing private water supply systems and shall make arrangements with property owners for protecting their supplies or providing alternative supply.

In areas where continuous operation of dewatering pumps is necessary, CONTRACTOR shall avoid noise disturbance to nearby residences to the greatest extent possible.

Any permits necessary for the dewatering operations shall be obtained and paid for by CONTRACTOR.

No extra payment will be made for dewatering of the trench.

The expense for making all extra excavations necessary to prevent water from interfering with the proper construction of the work, and for forming of all dams, digging sumps or pump wells, bailing, and pumping shall be borne by CONTRACTOR.

Dewatering discharges shall be provided with erosion control filters to remove sediments and to protect open drainage ways and surface waters. Erosion control filters required for dewatering operations shall not be paid for separately, but shall be considered incidental to the work.

20-4.05 TRENCH EXCAVATION, FOUNDATION, BEDDING AND HAUNCHING

Replace the second sentence in the ninth paragraph in this section with the following:

Haunching shall extend for the entire width of the trench and length of the pipe for all pipe materials at all locations.

Add the following to the fourth paragraph of this section:

Unsuitable soils shall be brought to the attention of ENGINEER prior to removal. No payment shall be made for foundation material where the unsuitable soils have not been viewed by ENGINEER.

Add the following to the end of this section:

Excavation By Hand Or Machine

The elevations shown for existing work and ground are reasonably correct, but are not guaranteed to be absolutely accurate. No extras will be allowed because of variations between Drawings and actual grades.

The trench shall be excavated so the pipe can be laid to the alignment and depth required. The trench shall not be excavated more than 100 feet in advance of pipe laying.

Prior to all excavating, CONTRACTOR shall become thoroughly familiar with the site and site conditions.

Notification by letter explaining the nature of work, time of completion, and inconvenience shall be delivered to all property owners affected by excavation at least 72 hours prior to commencing excavation.

Deviations Occasioned by Structures or Utilities

CONTRACTOR shall accurately locate and record abandoned and active utility lines re-routed or extended on project record Drawings.

20-4.06B FINAL BACKFILL

Delete the table in paragraph (1), Method 1, and add the following to the end of this paragraph:

Consolidation shall be achieved by use of vibratory plate compactors, self-propelled hydrostatic drum compactors, or backhoe operated hydraulic compactors. The lift height shall not exceed 8 inches for vibratory plate compactors. Lift height shall not exceed the following for self-propelled hydrostatic drum compactors and backhoe operated hydraulic compactors: For loam clay soils (18 inches), for loam soils (24 inches), and for granular soils (36 inches). Smaller lift heights shall be provided as necessary to achieve the degree of compaction required.

Compaction density shall be a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test (ASTM D1557).

Backfill material not meeting compaction requirements shall be re-compacted by CONTRACTOR at no cost to OWNER. Cost for additional testing required on re-compacted materials shall be at CONTRACTOR's expense.

Delete Method 2 in its entirety. Jetting or depositing backfill in water shall not be allowed and is not an acceptable method for compaction unless allowed in writing by OWNER.

Add to paragraph (3)-Method 3, the following:

In locations shown on the Drawings, utility trenches shall use flowable fill as final backfill. Flowable fill shall meet the requirements of IDOT Recurring Special Provision for Controlled Low-Strength Material (CLSM).

Add the following paragraphs to the beginning of this section:

All trenches shall be backfilled using specified material so that excessive lengths of trench are not left open. In general, the backfilling operation shall proceed so that no more than 100 feet of trench is open behind the pipe laying operation.

In all areas, the backfill shall be left below the original surface to allow for placement of topsoil, sod, or crushed aggregate surfacing, plus any pavement replacement required. If settlement occurs, CONTRACTOR shall restore the surface improvements at its own expense to maintain the finished surface.

If during the progress of work, existing mains, sewer, and conduits or pipes are exposed in an unsupported condition, either the backfill beneath them shall be mechanically consolidated, or bedding material conforming to the Standard Specifications shall be placed beneath, around, and to a point six (6) inches over them to provide full support.

CONTRACTOR may backfill with the excavated material, provided that such material consists of loam clay, sand, gravel or other materials, which, in the opinion of ENGINEER, are suitable for backfilling.

All backfill material shall be free from cinders, ashes, refuse, vegetable or organic matter, boulders, rocks or stone, frozen lumps, or other such deleterious, unsuitable material. However, from one foot above the top of the pipe to the street subgrade, material containing stones up to eight inches in their greatest dimension may be used, unless otherwise specified.

20-4.11 EROSION CONTROL

Add the following paragraph:

Erosion controls shall be installed as shown on the Drawings and at all storm water inlets and flared end sections. Filter fabric shall be installed under inlet grates.

Erosion control barriers shown on the Drawings shall consist of hay bales, jute net rolls, or silt fencing. Erosion control barriers shall be paid for per each at the unit price bid for Erosion Control Barriers.

20-5 MEASUREMENT AND PAYMENT

Add the following at the end of this section:

Bedding and haunching for all piping on the project shall be considered incidental to the pipe and will not be measured separately for payment.

20-5.03A SELECT GRANULAR BACKFILL AS INITIAL BACKFILL

Replace this section with the following:

Regardless whether flexible or rigid pipes are used, the selected granular material required for initial backfill will not be eligible for payment but shall be considered as included in the cost of the flexible pipe being installed.

SECTION 21: RESTORATION OF SURFACES

21-2.01A(1) TEMPORARY SURFACE OVER TRENCH

Add the following:

(3) The temporary surface shall consist of aggregate surface course, constructed in accordance with Section 402 of the IDOT SSRBC.

21-2.01B MEASUREMENT

Delete this section.

21-2.01C PAYMENT

Replace this section with the following:

The cost of providing and maintaining the temporary surface over trench shall be included in the bid prices for the respective pipe and will not be paid for separately.

21-2.03 REPLACEMENT OF PERMANENT TYPE PAVEMENT, SIDEWALKS, DRIVEWAYS, CURBS, GUTTERS, AND STRUCTURES

Add the following paragraphs to this section:

All existing catch basins, inlets, manholes, and valve vaults within the paving limits of the street, which require adjustment, shall be adjusted to match the finished surface. Adjustments shall not be made

greater than 48 hours prior to the anticipated time of paving. Adjustments shall be performed as called for in Sections 602 and 603 of the IDOT SSRBC. CONTRACTOR shall furnish Class 1 barricades with flashers on all adjusted castings until paving has been completed. Upon completion of paving operations, CONTRACTOR shall check all castings and grates to insure that the lids are clean and operational. Valve box adjustment shall be considered an incidental item of work.

CONTRACTOR shall remove existing pavement as a part of the pipe or structure installation. The width of pavement removed shall be the minimum possible, in accordance with Section 21-2.02 of the Standard Specifications.

All pavement shall be cut on neat, straight lines and shall not be damaged beyond the limits of the excavation. Should the cut edge be damaged, a new cut shall be made in neat, straight lines parallel to the original cut encompassing all damaged areas. Pavement removal shall be extended to a seam or joint if seam or joint is within three feet of damaged pavement.

Concrete pavement shall be removed in accordance with Article 442.05 of the IDOT SSRBC.

All concrete and asphaltic sawcuts shall be considered incidental to related work.

21-2.03D HOT-MIX ASPHALT OR BITUMINOUS TREATED SURFACE OVER A FLEXIBLE BASE

Add the following to this section:

Where pavement removal and replacement are indicated on the Drawings, the replacement pavement shall be the same as the removed pavement as detailed on the drawings, or, at a minimum, shall consist of the following:

Aggregate Base Course Type B	8 inches
Geotextile Fabric (public roadways only)	SUPAC-N5, or equal
Hot-Mix Asphalt Binder Course, IL-19, N50	1 1/2 inches
Hot-Mix Asphalt Bituminous Concrete Surface Course, Mix C, N50	1 1/2 inches

CONTRACTOR is to furnish mix design information and shall be responsible for obtaining nuclear density testing to confirm compaction in accordance with the IDOT SRBC.

21-2.03F CONCRETE SIDEWALKS, DRIVEWAYS, CURB, CURB AND GUTTER

Add the following to this section:

All pavement replacement is to be coordinated with property owners and ENGINEER on drives and parking lots. In general, access must be maintained to all properties at all times. This will require CONTRACTOR to take measures such as:

- Replace one drive, cure, and open traffic before beginning work on second drive in areas with alternate means of access.
- Replace one-half of a drive at a time.
- Provide a temporary aggregate access drive until the permanent drive is completed.

Immediately upon completion of pipe laying, all paved surfaces are to be brought up to the grade of the adjoining surface with IDOT Gradation CA-6 aggregate. This aggregate surface is to be maintained until CONTRACTOR completes permanent pavement replacement. Property owners are to be notified

by CONTRACTOR at least 48 hours before any access is restricted, either for initial pipe installation or pavement replacement.

All concrete surfaces shall be saw cut at termination unless an existing joint exists. All concrete shall be placed on a 4-inch compacted aggregate base, Gradation CA-6. Base course to be constructed in accordance with Section 301 of the IDOT SSRBC. All concrete shall be high early strength, air-entrained conforming with Section 1020 of the IDOT SSRBC.

CONTRACTOR is to furnish mix design information, as well as test cylinder results for approval before concrete work begins. Mixing, transportation, placement, jointing, curing, and protection of all concrete surfaces shall be in conformance with the pertinent section of the IDOT SSRBC.

The class of concrete for all concrete shall be PV, as described in Article 1020.04 of the IDOT SSRBC.

21-2.05C PREPARATION OF SEED BED

Add the following to this section:

Topsoil shall be placed to a uniform depth of 4 inches in place. Topsoil placement shall be incidental to Restoration-Seed or Restoration-Sod. Any deficiencies in the salvaged topsoil quantity shall be supplemented with topsoil furnished by CONTRACTOR at CONTRACTOR'S expense.

21-2.05D SEEDING METHODS

Add the following to this section:

All seeded areas shall be covered by excelsior blanket.

21-2.05.J MEASUREMENT AND PAYMENT

Surfaces to be sodded or seeded shall not be measured separately. Payments shall be made at the Contract lump sum unit price bid for Restoration–Seed or Restoration-Sod. Topsoil, fertilizer, excelsior blanket, and mulch shall be considered incidental to sodding or seeding and will not be paid separately.

ENGINEER has estimated the following quantities for restoration:

Restoration-Seed		SY
Restoration-Sod		SY

If OWNER requests additional work requiring restoration, the above quantities will be used along with the lump sum bid to determine a unit price for restoration.

21-2.06 DISPOSAL OF SURPLUS EXCAVATED MATERIAL

Add the following paragraph to this section:

Cost for removal, disposal, and abandonment of existing utilities shall be considered incidental to the work unless otherwise specified by these special provisions.

21-3 MEASUREMENT AND PAYMENT

Delete the list of pay items for "Restoration of Surfaces" and refer to the list of pay items contained in the Bid section of these Specifications.

SECTION 22: EXPLORATORY EXCAVATION

22-3 EXPLORATORY EXCAVATION-MEASUREMENT

Replace this section with the following:

Exploratory excavations shall be measured per each.

22-4 EXPLORATORY EXCAVATION-PAYMENT

Replace this section with the following:

Payment for exploratory excavations shall be made at the unit price bid per each.

SECTION 23: TRENCHLESS CONSTRUCTION METHODS (TCM)

23-3.02B CURRENT TERMS

Add the following paragraph to (1) Augur Boring and Jacking:

Casing pipe shall be installed using equipment and material that cases the hole as earth is removed in order to minimize cavities at the lead end of the casing pipe. Grouting between casing pipe and soil opening shall be performed when needed to secure casing pipe, to prevent soil collapse, and to fill voids between the casing pipe and native soil.

Replace the second and third paragraphs in (1) Augur Boring and Jacking with the following:

The carrier pipe shall be placed inside the casing pipe with prefabricated spacers or on hardwood blocks which are shaped to fit both the casing pipe and carrier pipe. At least two spacers or blocks shall be provided for each length of rigid pipe, and three spacers or blocks shall be provided for flexible pipe. They shall be banded to the barrel of the carrier pipe so they are parallel to the longitudinal centerline. Payment for spacers shall be considered incidental to the casing pipe.

After the installation of the carrier pipe and if noted on the Drawings, the annular space between the casing and the carrier shall be filled with blown pea gravel meeting the requirements of the IDOT SSRBC. In all cases, the ends of the casing pipe shall be sealed with brick and mortar, concrete, or synthetic seals specifically made for this purpose. Filling and grouting of the casing pipe shall not be paid for separately, but shall be considered incidental to the work.

Add the following to this section:

(9) Casing Pipe in Trench: Where indicated on the Drawings, casing pipe of the type and dimensions noted on the Drawings shall be laid in a trench.

Where steel casing pipe is called for on the Drawings, the pipe shall have a wall thickness and meet the requirements of Section 23-3.02B of the Standard Specifications, unless otherwise noted in the Drawings or Specifications.

If a carrier pipe is to be placed inside the casing pipe, all work must meet the requirements of (1) Augur Boring and Jacking.

Payment for casing pipe in trench shall be paid for at the contract unit price per linear foot for Casing Pipe in Trench of the type and size indicated. Excavation, sheeting, bracing, backfilling, filling, grouting, shims, chocks, lubricants, disposal of surplus materials, and other miscellaneous items needed to complete the work as specified will not be paid for separately. Where installation includes both casing pipe and carrier pipe, payment shall cover all costs associated with both pipes and separate payment will not be made for the carrier pipe.

SECTION 24: DUST CONTROL

24-1 DESCRIPTION

Add the following to this section:

Dust control shall be required at the end of each work day and at other times as required by OWNER or ENGINEER.

24-4 MEASUREMENT AND PAYMENT

Replace this section with the following:

Dust control shall be considered incidental to the work.

SECTION 30. PIPE MATERIAL FOR SANITARY SEWER MAINS

30-4.04 POLYVINYL CHLORIDE (PVC) SEWER PIPE

Add the following to this section:

Polyvinyl Chloride (PVC) pipe shall have a minimum modulus of elasticity of 500,000 psi.

Pipe and fittings shall be the product of one manufacturer and the manufacturer shall have experience records substantiating acceptable performance of the pipe and fittings to be furnished. The minimum wall thickness of fittings shall be the same as the pipe to which it connects.

Acceptance of piping and fittings shall be subject to tests conducted by a testing agency in accordance with ASTM D3034 and/or ASTM F679.

Fittings such as saddles, elbows, tees, wyes, and others shall be of material and construction corresponding to and have a joint design compatible with the adjacent pipe. Approved adapters shall be provided for transitions to other types of pipe.

Solvent cemented joints shall not be allowed. All joints on PVC sewer shall be flexible elastomeric seal type with bells and spigots conforming to ASTM D-3212. Gaskets shall conform to ASTM F-477. All bells shall be formed integrally with the pipe and shall contain a factory-installed elastomeric gasket which is positively restrained.

30-4.04B POLYVINYL CHLORIDE (PVC) SEWER PIPE

Add the following to this section:

PVC material for ASTM F679 pipe shall have a minimum modulus of elasticity of 500,000 psi. Pipe stiffness shall be a minimum 115 psi when tested in accordance with ASTM D2412.

30-4.06 HIGH DENSITY POLYETHYLENE (HDPE) PIPE

Change the standard for heat fusion joints from ASTM D2657 to ASTM F2620.

30-4.07 PRESTRESSED CONCRETE CYLINDER (PCCP) PIPE

Delete the reference to solvent cemented joints. Joints shall be bell and spigot type with elastomeric seals.

30-4.10 SANITARY FORCE MAIN

Add this section:

PVC sanitary force main shall be PVC pressure pipe, Class 235, SDR 18, cast iron O.D. with integral bell meeting AWWA C900 standards, using slip joints with elastomeric rings meeting ASTM F-477.

Fittings on PVC sanitary force main shall be ductile iron and shall be restrained using Meg-A-Lug restraint system. Fittings and Meg-A-Lug joints shall be wrapped in polyethylene.

SECTION 31. PIPE LAYING, JOINTING AND TESTING

31-1.01 SANITARY SEWER PIPE LAYING

Add the following to this section:

Prior to commencing pipe laying, CONTRACTOR shall notify ENGINEER of his intended date for starting work. OWNER may require the removal and relaying of pipe that was installed prior to notification of ENGINEER.

Proper implements, tools, and facilities shall be provided and used by CONTRACTOR for the safe and convenient prosecution of the work. All furnished pipe, materials, fittings, and appurtenances shall be carefully lowered into the trench, piece by piece, by use of a crane, rope, or other suitable tools or equipment, in such manner as to prevent damage to materials. Under no circumstance shall pipe be dropped or rolled into the trench. Pipe installation shall meet the requirements of these specifications, as well as installation requirements of the pipe manufacturers.

Pipes and main furnished shall be of the sizes and at locations as shown on the Drawings. All required bends, fittings, valves, and appurtenances shall be furnished and installed to provide a complete installation. Pipe shall be furnished of adequate strength to meet installed trench conditions and loads imposed, all in accordance with applicable current standards controlling manufacture and installation of the material used.

Pipe Laying: Preparatory to making pipe joints, all surfaces of the portions of the pipe to be joined or of the factory-made jointing material shall be clean and dry. Lubricants, primers, adhesives, and other joint material shall be used and installed as recommended by the pipe or joint manufacturer's specifications. The jointing materials of factory-fabricated joints shall then be placed, fitted, joined, and adjusted in such a workmanlike manner as to obtain the degree of water tightness required. Pertinent specifications from the joint and pipe manufacturer which outline procedure to be followed in making the joint shall be furnished to ENGINEER.

Pipe shall be brought home by using a cross member and levers or jacks. It will not be permissible to push pipe home with motor power equipment. All foreign material shall be removed from the pipe prior to acceptance.

Sewer main shall be installed to an elevation tolerance of plus or minus 0.03 feet of the drawing elevation or elevation provided on the grade sheet at any point along the main.

31-2 MEASUREMENT

Delete the fourth paragraph from this section and replace with the following:

Tees and fittings shall not be paid for separately, but shall be considered incidental to the sewer pipe. Service risers shall be paid per linear foot for sanitary service pipe to include 45-degree bend and plug, as shown on the Drawings.

31-3 PAYMENT

Replace this section with the following:

General: Payment for changes in quantities as shown in the Bid and Contract shall be made in accordance with the unit prices bid. No change of grade, alignment, or location shall annul or impair the Contract made and entered into relative to said work. Payment shall be made for the quantities of each bid item as actually installed. In the event it is necessary or desirable to change the grade and depth of main or appurtenances, the unit price bid shall apply to depth as actually constructed. No more than ninety percent (90%) of the value of work included in the unit price for "Sewer Construction—Pipe Sewers" shall be eligible for inclusion in a partial payment estimate until leakage tests have been performed and the pipe and joints are found to be satisfactory.

Sanitary Sewer: Payment for sanitary sewers will be made as listed in the Bid for furnishing all materials, labor, and equipment for the complete installation of sewers and appurtenances as shown and specified. The prices bid shall include the pipe, excavation, dewatering, bedding, laying, jointing, initial backfilling, final backfilling, temporary surface, and all other labor and material required for complete compliance with these specifications. The cost of all connections to existing sewers, mains, and appurtenances shall be included in the price bid for related sanitary sewer items. Unless otherwise shown on the Drawings or specified, the price as bid for sanitary sewers and appurtenances shall include the cost of backfilling with existing materials.

Payment will be made for lengths and depths of sanitary sewers and appurtenances as actually installed.

Leakage testing and deflection testing shall not be paid for separately, but shall be included in the unit price bid for the respective piping.

Delete the list of measured pay items and refer to the list of pay items contained in the Bid section of these Specifications.

SECTION 32. MANHOLE AND STRUCTURES FOR SANITARY SEWERS

32-4 PRECAST MANHOLES AND STRUCTURES

Delete paragraph 2 in its entirety.

Add the following to this section:

Manholes shall be constructed with eccentric cone top sections. Where sufficient height is not available for an eccentric cone, flat slabs shall be provided.

When either groundwater or surface water is present in manhole excavations, it shall be removed to a level at least four inches below the bottom of the precast or poured-in-place bottom and 4 inches of bedding material shall be installed. The manhole excavation shall be leveled to provide a firm foundation for precast bottoms.

All pipe connection openings except for concrete storm sewer shall be precast with resilient rubber water-tight pipe to manhole sleeves or seals, per ASTM C-923. Rubber gasketed manhole coupling shall be Kor-N-Seal, A-lok, or equal.

32-4.02 EXTERNAL SEALING BANDS

Manhole frame and chimney seals shall be installed on all sanitary manholes. A rubber seal extension, to cover any additional heights of chimney not covered by the standard seal itself, shall be furnished and installed as required. The rubber seal and seal extensions shall be as manufactured by Cretex Specialty Products, Adaptor Inc., or equal.

The sleeves and extensions shall have a minimum thickness of 3/16-inch and shall be extruded or molded from a high grade rubber compound conforming to applicable requirements of ASTM C-923, with a minimum of 1,500 psi tensile strength, maximum 18% compression set, and a hardness (durometer) of 48°5.

Mechanical bands used for compressing the sleeve and extension against the manhole shall be fabricated from 16 gauge stainless steel conforming to ASTM A-240, Type 304. Any screws, bolts, or nuts used on this band shall be stainless steel conforming to ASTM F-593 and 594, Type 304.

The sleeve shall be capable of vertical expansion of not less than 2 inches when installed.

32-5 MANHOLE STEPS

Replace this section with the following:

Manhole steps shall be installed in all manholes by the manhole manufacturer. Manhole steps shall be cast iron conforming to ASTM A-48, East Jordan Iron Works No. 8518, or M.A. Industries, Inc. PS1-PF of 1/2-inch-diameter steel reinforcing rod conforming to ASTM A-615, Grade 60, with molded copolymer propylene covering conforming to ASTM 04101, Type PP200B33450Z02.

Manhole steps shall be inserted in manhole riser, cone, and flat slab sections prior to initial set of the concrete in accordance with ASTM C-478, and shall have maximum embedment and pull-out resistance in accordance with ASTM C-478.

The top step shall be located 10 inches or less from the top of the cone section. Steps shall be a maximum 16 inches apart.

32-8 PIPE CONNECTIONS

Add the following to this section:

Manhole connections for sanitary sewer mains and laterals shall be made using flexible, watertight connections, A-Lok, Interpace, PS-10, KOR-N-SEAL, or equal.

32-12 INSPECTION AND TESTING FOR ACCEPTANCE

Add the following to this section:

All lift holes shall be plugged and any penetrations of the manhole or pipes entering the manhole shall be plugged and braced to prevent them from being drawn into the manhole. A vacuum pump capable of creating the required head condition and a pressure gauge graduated to 0.10 inches of mercury (0.10 psi) shall be used to measure vacuum pressure.

The test head shall be applied at the top of the manhole excluding casting and lid, in accordance with manufacturer's recommendations. A vacuum of 10 inches of mercury (4.90 psi) shall be drawn on the manhole and held. The time shall be measured for the vacuum to drop to 9 inches of mercury (4.41 psi).

The manhole shall pass if the time for vacuum reading to drop from 10 inches of mercury (4.90 psi) to 9 inches of mercury (4.41 psi) meets or exceeds the values in the following table:

Manhole Diameter (Inches)									
	30	33	36	42	48	54	60	63	72
Depth (ft)	Time in seconds								
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
15	22	24	29	34	40	46	52	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	53	65	72	81
22	31	33	39	46	55	64	72	79	89
24	33	36	42	51	59	64	78	87	97
26	36	39	46	55	64	75	85	94	105
28	39	42	49	59	69	81	91	101	113
30	42	45	53	63	74	87	98	108	121

If a manhole fails the test, necessary repairs shall be made to the manhole and then retested until a satisfactory test is obtained.

Payment for manhole testing shall not be paid for separately but shall be considered incidental to the cost of the manhole.

32-14 PAYMENT

Add the following to this section:

The price bid for manholes shall include the cost of all material, work, excavation, and backfilling necessary for construction of manholes as shown on the Drawings and as specified. Special bedding or pipe adjacent to manholes to standard trench width shall be included in the manhole price. The price bid shall include the furnishing and installation of casting, adjusting rings, seals, steps, and concentric, eccentric cone, or flat slab as shown or called for on the Drawings.

Drop manhole connections shall be paid for at the unit price bid per each for drop manhole connections. The price bid shall include all material, labor, equipment, extension of sewer to undisturbed ground, connections to manhole and mainline sewer, concrete, backfill, and all necessary items for a complete installation.

SECTION 33: SANITARY SERVICE SEWERS

33-6 MEASUREMENT

Replace the last sentence with the following:

Tees, wyes, and bends shall not be measured separately, but shall be considered incidental to SANITARY SERVICE SEWER.

33-7 PAYMENT

Replace the last sentence with the following:

Tees, wyes, and bends shall not be measured separately, but shall be considered incidental to SANITARY SERVICE SEWER.

SECTION 40. PIPE FOR WATER MAINS AND SERVICE CONNECTIONS

40-2.01 PIPE MATERIALS

Add the following paragraph to this section:

All pipe and materials used in performance of the work shall be clearly marked as to strength, class, or grade. Pipe and materials not so marked shall be subject to rejection.

40-2.01B DUCTILE IRON PIPE

Replace this section with the following:

All water main pipe shall be ductile iron, Class 52, minimum rated working pressure of 150 psi, designed in accordance with ANSI/AWWA C150/A21.50. Joints shall be gasketed bell and spigot type push-on TYTON Joints in accordance with ANSI/AWWA C111/A21.11. Interior and exterior of pipe shall have a bituminous coating, as specified in AWWA C151. Inner surfaces of all ductile iron water piping shall have a cement mortar lining in accordance with the requirements of AWWA C104. Type of pipe shall be clearly marked on pipe by manufacturer.

All buried ductile iron piping and fittings shall be polyethylene encased in accordance with AWWA C105. Polyethylene encasement shall be a minimum 8 mil thickness. Any rips or punctures shall be repaired prior to backfilling pipe.

In cases where corporation stops are to be tapped into mains, pipe wall thickness shall be furnished as specified in AWWA C151 to provide engagement of four threads, or pipe saddles shall be furnished as approved by the manufacturer.

40-2.05A CAST IRON OR DUCTILE IRON PIPE FITTINGS

Replace this section with the following:

All standard water main pipe fittings sizes 3 inches through 24 inches shall be ductile iron Class 350 conforming to requirements of ANSI/AWWA C153/A21.53 and ANSIAWWA C111/21.11. All water main fittings shall have a cement mortar lining in accordance with the requirement of ANSI/AWWA C104/A21.4. Fittings shall be furnished with a rated working pressure of 150 psi. All fitting joints shall be mechanical joint unless specified otherwise on the Drawings.

Special fittings shall be furnished and installed as shown on the Drawings and as specified. CONTRACTOR shall be responsible for furnishing and installing all fittings necessary to construct the water main and appurtenances in the locations shown on the Drawings at the specified depth of bury and for making all necessary connections to existing mains.

40-2.06C STOPS AND FITTINGS

Add the following:

Corporation stops shall be Mueller H-15000 AWWA taper by copper flare.

Curb stops shall be Mueller H-15204 copper flare by copper flare. Service boxes shall be Tyler 95E, screw-type adjustable.

All service boxes shall be cast iron, Tyler 6500 series screw-type model 95-E for one inch through 2 inches. All service boxes 1 1/2 inches and larger shall have enlarged bases.

All service saddles shall have a ductile iron body and stainless steel straps, Smith Blair model 317 double service strapped.

SECTION 41: PIPE INSTALLATION FOR WATER MAIN

41-2.02 EXCAVATION, BACKFILL, AND CLEAN UP DEPTH OF PIPE COVER

Replace the second paragraph with the following:

The minimum depth of cover for water main and water service laterals shall be 5 feet below existing ground or the proposed grade, whichever results in the greater depth. The depth shall be increased as shown on the plan and profile sheets or as necessary to avoid conflict with other utilities at no change in bid price. Deviation from grade shall not exceed ± 0.1 feet. Special care shall be taken with regard to grade in the vicinity of existing and planned utility crossings.

41-2.04 LAYING OF PIPE ON CURVES

Add the following paragraph to this section:

No additional payment will be allowed for water main fittings. The cost of all water main fittings shall be considered incidental to the cost of the water main piping.

41-2.10 THRUST BLOCKING

Replace the first, second, and sixth paragraphs in this section with the following:

Force main and water main shall be installed in accordance with AWWA C600 for iron pipe, AWWA C605 for PVC pipe, and AWWA M55 for HDPE pipe. All plugs, caps, tees, hydrants, bends, and other fittings for water mains and force mains shall be provided with restrained joints.

The minimum length of pipe to be restrained shall be as shown in the following table:

REQUIRED LENGTH OF RESTRAINED PIPE BEYOND FITTING IN FEET

Fitting	Minimum Length—Ft
90 Degree Bend (≤ 6 inches)	36
90 Degree Bend (8 inches to 10 inches)	54
90 Degree Bend (12 inches to 14 inches)	72
90 Degree Bend (16 inches)	84
45 Degree Bend (≤ 8 inches)	18
45 Degree Bend (10 inches to 16 inches)	36
22 1/2 Degree Bend ≤ 16 inches	18
11 1/4 Degree Bend ≤ 16 inches	9
Fire Hydrant Leads	All Joints
End of Line Tees (≤ 4 inches)*	18 (Along Branch)
End of Line Tees (6 inches to 8 inches)*	36 (Along Branch)
End of Line Tees (10 inches to 12 inches)*	54 (Along Branch)
End of Line Tees (14 inches to 16 inches)*	72 (Along Branch)

*Restrained run length on tees assumed 18 feet on each side of fitting

This table assumes horizontal orientation of fittings, 150 psi test pressure plus a 100 psi water hammer allowance, ductile iron pipe, and a 3-foot bury. Lengths shall be adjusted for other conditions and fittings. For other fittings and for more specific requirements, see the Drawings or **SPECIAL PROVISIONS**.

Pipe restraint fittings shall be provided as follows:

- a. For ductile iron pipe with ductile iron mechanical joints MEGALUG® Series 1100 or 1100SD by EBAA Iron Sales, Inc.; Series D-SLDE or SSLD by Sigma; Series 3000 or 3000S by Star Pipe Products; or equal.
- b. For ductile iron pipe with ductile iron push-on joints MEGALUG® Series 1100HD or 1700 by EBAA Iron Sales, Inc; Series SLDEH or SSLDH by Sigma; Series 3100P or 3100S by Star Pipe Products; Flex-Ring or Lok-Ring by American Cast Iron Pipe Company; TR Flex by U.S. Pipe Company; or equal.

- c. For PVC pipe with ductile iron mechanical joint fittings—MEGALUG® Series 2000 PV, 1100SV, or 2000SV by EBAA Iron Sales, Inc.; Series D-SLCE or PVM by Sigma; Series 1000C or 4000 by Star Pipe Products; or equal.
- d. For PVC pipe with PVC push-on joints (not solvent welded)—MEGALUG® Series 1100HV, 1900, or 2800 by EBAA Iron Sales, Inc.; Series SLCEH, PWP, or D-PWP by Sigma; Series 4100P by Star Pipe Products; or equal.

Gland body, wedges, and wedge actuating components shall be ductile iron conforming to ASTM A536 Grade 65-45-12. Bolts and tie rods shall be high-strength low-alloy steel conforming to AWWA C111.

Gaskets that include metal locking segments vulcanized into the gasket to grip the pipe to provide joint restraint are not acceptable.

41-2.11 CONNECTION TO EXISTING MAINS

Add the following to this section:

Where shown on the Drawings, CONTRACTOR shall make connections to existing mains. Connections shall be performed to minimize time that the distribution system is out of service, but in no case shall service be interrupted without prior 48 hours notice to the ENGINEER and for more than four hours. All labor, materials, and equipment required to make the connection to the existing main shall be included in the unit price bid per each for Connection to Existing.

41-2.13 WATER SERVICE CONNECTION

Add the following paragraphs to this section:

CONTRACTOR shall be responsible for all costs of providing and maintaining temporary water service to any buildings where water service or water wells are interrupted due to construction.

On all dead-end water main stubs the MJ cap or plug shall be tapped and provided with a 3/4-inch corporation stop. Care shall be taken in placing concrete for thrust block to protect the corporation and retain operability. Ends shall be marked with a wood 4 inches by 4 inches post painted blue. All costs for this work shall be included in the unit price bid for Ductile Iron Water Main.

All copper service lines shall have flare joints at the corporation and curb stop. The service shall be continuous with no joints between the corporation and curb stop.

41-2.14A PRESSURE TEST

Delete this section and refer to leakage test.

41-2.14C LEAKAGE TEST

Replace paragraph (1) with the following:

As part of the construction, water mains shall be pressure and leakage tested in accordance with this section. All testing shall be performed before curb and gutter or other permanent type surface improvement work begins. OWNER and ENGINEER shall be notified at least 24 hours before the test. The filling of the water main shall be at a rate set by OWNER with all hydrants and whips in the open

position and slowly closed in the order in which water appears. A form documenting the test procedure and results shall be signed by CONTRACTOR and OWNER's representative witnessing the test.

All newly-laid pipe shall be subjected to a hydrostatic pressure of 150 pounds per square inch, in accordance with AWWA C-600. Duration of each pressure test shall be for a period of not less than two hours. Each valved section of pipe shall be filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe. Before applying the specified test pressure, all air shall be expelled from the pipe. All leaks shall be repaired until tight. Any cracked or defective pipes, fittings, valves, or hydrants discovered in consequence of this pressure test shall be removed and replaced and the test repeated until satisfactory results are obtained.

All testing shall be performed before the installation of service lines.

All materials, work, and equipment necessary for this work shall be furnished by CONTRACTOR and considered incidental to the contract unit price for Water Main.

41-2.15 DISINFECTION OF WATER MAIN

Replace the first paragraph with the following:

Disinfection of the water main shall be accomplished in accordance with Illinois Environmental Protection Agency requirements. Disinfection of water main will not be paid for separately, but will be considered incidental to the contract unit price for Water Main.

41-3 MEASUREMENT

Delete the list of measured pay items and refer to the list of pay items contained in the bid section of these specifications.

41-4 PAYMENT

Refer to the list of pay items contained in the Bid section of these Specifications. Fittings shall not be paid for separately, but shall be considered incidental to the pipe.

SECTION 42: GATE VALVES FOR WATER MAINS

42-2.01 MANUFACTURE AND MARKING

Add the following to this section:

Valves 12 inches and smaller shall be epoxy-coated resilient wedge gate valves meeting the requirements of AWWA C509, cast iron, resilient seat, non-rising stem, counter-clockwise to open, 150 psi working pressure with O-ring packing box, Mueller A-2360-23.

42-3 END CONNECTIONS

Replace this section with the following:

All water main valves shall have mechanical joint ends unless otherwise specified. Meg-A-Lug retainer glands, series 1100 by EBBA Iron, Inc. shall be used on all mechanical joint valve ends.

SECTION 43: BUTTERFLY VALVES FOR WATER MAINS

43-1.01 BUTTERFLY VALVES

Replace this section with the following:

For valves 14 inches and larger, rubber seated butterfly valves conforming to the provisions of AWWA C504 shall be used. If used, such valves shall be equipped with manual operators designed for submersible service in vaults and provided with 2-inch standard AWWA nut. All butterfly valves shall be MJ-end style. Meg-a-lug retainer glands shall be used on all mechanical joint valve ends.

The bodies of the valves shall be of the best quality of cast iron, bronze-mounted and the stems of the valves shall be of the best quality of bronze. Each valve shall be constructed of the best material and shall withstand, without leaking, a 300-pound-per-square-inch hydraulic pressure and a 150-pound-per-square-inch working pressure.

All valves produced by the following manufacturer or valves of equal quality are acceptable valves:

Pratt, Model ZF11 (JOLIET)
Mueller Company–Decatur, Illinois
Kennedy Valve Manufacturing, Inc.–Elmira, New York
American Flow Control–Chicago, Illinois

43-1.02 END CONNECTION

Delete this section in its entirety.

SECTION 44: VALVE VAULTS AND BOXES FOR WATER MAINS AND WATER SERVICES

44-3.01 VALVE VAULTS OR CHAMBERS

Add the following to this section:

Valve vaults shall be of precast reinforced concrete conforming to ASTM C-478.

For 8-inch-, 10-inch-, and 12-inch-diameter valves, valve vaults shall have a 48-inch inside diameter. For pressure connections and valves 16-inch diameter and larger, valve vaults shall have a 60-inch inside diameter.

No more than two precast concrete adjusting rings with 6 inches total maximum height shall be allowed for adjustment of each valve vault casting.

Valve vaults requiring offset cones shall be positioned so that neither the inside of cone nor the manhole steps will interfere with the operation of the valve.

Manhole casting frames and covers shall be East Jordan Iron Works, Inc., 1020 and 1020A HD, embossed "WATER".

Manhole steps shall be East Jordan Iron Works, Inc. 8518 or steel reinforced plastic conforming to OSHA standards, 16 inches on center.

Valve vaults shall be provided for all water main valves.

44-3.02 CAST IRON VALVE BOXES

Add the following to this section:

Valve boxes shall be 5 1/4-inch Tyler/Union Series 6850 screw type cast iron valve box, Model 664S. All 8-inch through 12-inch gate valves shall be installed with an Adapter Inc. valve box adapter.

Fire hydrant auxiliary valves shall be gate valves conforming to the above requirements.

SECTION 45: FIRE HYDRANTS

45-2.02 HYDRANT DETAILS

Add the following to this section:

All fire hydrants shall be East Jordan Model 5-BR conforming to AWWA C-502 with 5 1/4-inch main valve opening, two 2 1/2-inch National Standard hose connections, one 4 1/2-inch National Standard pumper connection, open counter-clockwise. Operating nut shall be 1 1/2-inch pentagon. The hydrant shall have a 6-inch mechanical joint shoe attachment to a minimum 12-inch mechanical joint spool pipe separating the hydrant from the auxiliary valve. Anchor tees shall be used to secure auxiliary valve to the main.

45-2.04 PAINTING

Add the following to this section:

Fire hydrants shall be primed and painted with Rustoleum Safety Red prior to reaching the job site. Touch-up painting shall be performed after completion of installation, backfilling, and restoration work around the hydrants.

45-3 CONSTRUCTION DETAILS

Add the following to this section:

The hydrant shall be a flanged attachment to the auxiliary valve and shall be installed with MJ swivel tee with swivel MJ gland.

The fire hydrant shall be installed with the flange break line at least 1 inch above finished grade or at the elevation indicated on the Drawings.

A drainage pit 2 feet in diameter shall be excavated around each hydrant and filled completely with 3/4-inch washed gravel under and around the bowl of the drain opening. The drain field shall be covered with plastic or filter fabric to prevent migration of fines into the drain field.

Solid concrete base and thrust blocking shall be placed at the hydrant base. Care shall be taken to ensure the hydrant drain hole remains unobstructed.

CONTRACTOR shall furnish all necessary fittings in the fire hydrant lead to install the fire hydrant in a plumb condition at locations shown on the Drawings and at the specified depth of bury. The pumper nozzle of all fire hydrants shall be installed with the nozzle pointing toward the street unless otherwise

noted. ENGINEER reserves the right to alter the location of fire hydrants from that shown on the Drawings.

Fire hydrant tees as shown on the Drawings shall be incidental to the unit price bid for the fire hydrant.

CONTRACTOR shall verify depth of bury for each fire hydrant, CONTRACTOR shall provide extensions as necessary for fire hydrant to match into the surrounding ground or elevation noted on the Drawings. This shall be included in the unit price bid for Fire Hydrants.

SECTION 46: PRESSURE CONNECTION

46-3 MATERIALS

Add the following to this section:

CONTRACTOR shall verify existing water main material and use appropriate tapping equipment.

46-8 PAYMENT

Replace this section with the following:

Bid prices shall include all excavation, removals, labor, equipment, materials, and backfilling necessary to complete the installation of tapping valves of the size specified.

Refer to the list of pay items contained in the Bid section of these Specifications.

PART 3—IDOT SSRBC

110 STAKING

ENGINEER will provide the grade stakes required for all construction operations. However, CONTRACTOR shall provide a rod person to assist in grade checks for CONTRACTOR's operations throughout the project. Any grade stakes lost or damaged after their initial placement shall be replaced at CONTRACTOR's expense. CONTRACTOR shall give 72 hours notice to ENGINEER for the initial placement of grade stakes. CONTRACTOR shall provide 48 hours notice for all subsequent stakes required.

201 CLEARING, TREE REMOVAL AND PROTECTION, CARE AND REPAIR OF EXISTING PLANT MATERIAL

Limits of clearing and tree removal shall be as shown on the Drawings or as required to perform the work. CONTRACTOR shall walk the project site with ENGINEER and OWNER prior to start of clearing and tree removal to determine acceptable limits of removal and protection.

202 EARTH AND ROCK EXCAVATION

Add the following to this section:

This work shall include the removal of existing pavement, shoulders, and other materials necessary to install the proposed pavement curb, and gutter on all reconstruction sections.

Existing pavement ranges from one to 4 inches thick. Actual field conditions may vary. The pavement shall be saw cut at the removal limits. The saw cuts shall be full-depth and lines shall be straight and as close to perpendicular to traffic flow as possible. The removal depths shall be as shown in the profiles and cross sections. Removal shall extend to the proposed subgrade elevation, or at a minimum until removal of the existing bituminous concrete pavement. All work shall be performed in accordance with Sections 202 and 440.

Any excess material shall be removed from the site by CONTRACTOR. Unsuitable or unstable material excavated shall be removed from the site by CONTRACTOR and shall not be paid for separately, but shall be considered incidental to Earth Excavation.

202 SUBGRADE REMOVAL AND REPLACEMENT

This work shall be done in accordance with Sections 202, 311, and 301 of the Standard Specifications. CONTRACTOR should note that drying of the subgrade material as stated in Article 301.03 will be required where practical. This work shall consist of the removal, disposal, and replacement of all unstable or unsuitable materials found in the subgrade exposed for curb and gutter replacement or pavement reconstruction. The area and depth of subgrade removal shall be determined by OWNER or OWNER's soil consultant at the time of construction. Replacement shall consist of installing coarse aggregate material to a compacted thickness that will bring the subgrade to the proper elevation needed to receive the required base course. The coarse aggregate material shall be CA-2 gradation. The maximum depth of excavation shall be 12 inches below subgrade. If unsuitable material is still found at 12 inches below subgrade, CONTRACTOR shall notify ENGINEER, who will notify OWNER or OWNER's soil consultant, prior to further work. If requested, geotechnical fabric shall be placed in accordance with Section 210.

Prior to start of subgrade removal, CONTRACTOR shall meet the requirements of Section 301.

Payment will not be made for subgrade removal and replacement where the unsuitable soil condition was caused by CONTRACTOR's failure to adequately protect the excavation or soils and where the unsuitable soil removal was performed without notifying ENGINEER.

This work will be paid for at the contract unit price per cubic yard, measured in place at time of construction, for Subgrade Removal and Replacement, and per square yard for Geotechnical Fabric for Ground Stabilization, which price shall include all equipment, labor, and material required to complete the above described work.

202 GRADING AND SHAPING DITCHES

Clearing, grading, and shaping ditches shall be completed in accordance with the applicable articles of Sections 202, 205, 211, 212, and 252 of the Standard Specifications.

Work shall be performed as detailed in the Drawings. Final limits of improvements shall be determined in the field by CONTRACTOR. Some excavation work will be required at culvert inverts to expose culvert ends prior to cleaning culverts and at storm sewer inlets and catch basins. This work shall not be paid for separately, but shall be considered incidental to the unit bid price for the respective pipe.

All surplus or unsuitable excavation material shall be removed off-site by CONTRACTOR in accordance with Section 202. It is anticipated that some existing topsoil within grading and shaping ditch limits can be re-spread to correct grades prior to placing sodding. In addition to the excavation and

embankment work required, restoration work as described in Section 255 shall be provided in all areas of grading and shaping ditches, except that some existing topsoil will be respread.

The ditch cross section shown in the Drawings is a typical section. The proposed ditch slopes, grades, cross section, and depth shall typically blend uniformly with the adjacent ditch sections. CONTRACTOR shall be responsible to review existing site conditions prior to submitting a bid price per linear foot for Grading and Shaping Ditches. All restoration required will be paid for at the Contract lump sum price for Restoration.

205 EMBANKMENT

This work shall consist of the placement of embankment material in accordance with Section 205. This work may be required in some locations of the reconstruction sections to build the roadway subgrade to the elevation shown on the plan. It may also be required in some of the ditch grading and shaping locations to provide positive drainage. Material from other locations on the job site can be used to provide embankment if acceptable to OWNER and ENGINEER.

This work will not be paid for separately, but shall be included in the contract unit price for Earth Excavation (Special) and Grading and Shaping Ditches.

206.02 TRENCH BACKFILL

All trench backfill material shall be CA-6 or CA-7 unless otherwise noted on the Drawings.

210 FABRIC FOR GROUND STABILIZATION

Fabric for ground stabilization (geotextile fabric) shall be provided between the subgrade and subbase in areas of pavement construction or reconstruction. Fabric shall be SUPAC-N51, or equal.

255 RESTORATION

Restoration shall include providing and placing 6 inches of topsoil, salt-tolerant seed or sod, fertilizer, and watering where indicated on the Drawings, in this Specification, or by OWNER or ENGINEER, in accordance with applicable portions of Sections 211, 212, and 252 of the Standard Specifications.

Sod placed within ditch flow lines and at culvert inverts shall be staked. CONTRACTOR shall be responsible to apply additional watering applications for up to three weeks after installation of seed or sod or until acceptable catch is achieved.

ENGINEER's estimated quantity for restoration is { } square yards based on cross sections and Drawings contained in the drawing set.

CONTRACTOR shall be responsible to make his own computation for restoration in compiling the lump sum price bid. No changes will be made in the lump sum payment unless changes are made in the Drawings by ENGINEER or OWNER after award of the Contract. The lump sum unit cost will be modified more or less to reflect these changes by dividing the lump sum bid price by the total ENGINEER's estimate.

Restoration will be paid for at the Contract lump sum price for Restoration-Seed or Restoration-Sod. No additional payment will be made for supplemental seeding, watering, fertilizing, or erosion control placement necessary to obtain the proper catch.

This Contract shall include a deductive alternative bid for comparison of restoration with sod versus restoration with seed. CONTRACTOR shall provide a unit price bid for Restoration–Sod, which shall be used to calculate the Contract base bid. CONTRACTOR shall also provide a deductive alternative for Restoration–Seed. The deductive alternative shall be subtracted from the Contract base bid to determine the Contract alternative bid. The project may be awarded based on either the Contract base bid or the Contract alternative bid.

280 TEMPORARY EROSION CONTROL

Dewatering discharges shall be provided with erosion control filters to remove sediments and to protect open drainageways and surface waters.

Erosion controls shall be installed as shown on the Drawings, indicated in these Specifications, or required by law or ordinance, including at all storm water inlets and flared end sections.

301 SUBGRADE PREPARATION

Prior to subgrade removal or subbase preparation, the subgrade shall be proof rolled in the presence of ENGINEER. Subgrade preparation shall be considered incidental to the unit prices bid.

311 GRANULAR SUBBASE

Subbase granular material shall be CA-6.

424 PORTLAND CEMENT CONCRETE SIDEWALK

A 2-inch aggregate base course shall be placed and compacted in accordance with Section 351. This base shall have a finish elevation equal to the base elevation of the proposed sidewalk and shall be constructed of CA-6 gradation material.

This work shall include new or replacement of various sections of existing sidewalk as shown on the Drawings or as indicated by ENGINEER or OWNER in the field, including regrading and adjustments necessary to create a level and straight section of sidewalk.

Sidewalks shall be provided with handicap ramps at all sidewalk intersections with roadways. Handicap ramps shall be in accordance with IDOT Standard Details.

Sidewalks shall be 5 inches thick in accordance with Section 423. Where sidewalks cross PCC driveways, sidewalk shall meet PCC driveway specifications and shall be paid for as PCC Driveway Removal and Replacement.

440 REMOVAL OF EXISTING PAVEMENT AND APPURTENANCES

This work shall consist of removing and replacing driveway and sidewalk pavement at locations as shown on Drawings. The work shall be performed according to Sections 406, 423, and 440. The pavement shall be saw cut at the removal limits. The saw cuts shall be full depth and lines shall be straight and as close to perpendicular to traffic flow as possible. Removal shall include excavating enough earth or aggregate below the existing pavement to a depth that will permit construction of a full-depth pavement.

This work will be paid for at the Contract unit price per square yard for PCC Driveway Pavement Removal and Bituminous Driveway Pavement Removal, which price will include the cost of saw cutting, removal, and disposal of all concrete or bituminous materials, aggregate, and earth associated with removing the existing driveway pavement and the cost of repair and preparation of the existing base.

440 BITUMINOUS SURFACE REMOVAL–BUTT JOINT

Butt joints and bituminous surface removal shall be performed in accordance with Section 440 and the details on the Drawings. Saw cutting shall be incidental to the unit price bid. This work shall be paid for per square yard for Bituminous Surface Removal–Butt Joint.

440 BITUMINOUS SURFACE REMOVAL–SPECIAL

Saw cutting and grinding of existing pavement where indicated on the Drawings shall be performed in accordance with Section 440 and the details in the Drawings. Saw cutting shall be incidental to the unit price bid. This work shall be paid for per linear foot for Bituminous Surface Removal–Special.

441 DRIVEWAY PAVEMENT REPLACEMENT

Proposed PCC driveways will consist of 6-inch PCC pavement with a 2-inch aggregate base course in accordance with Section 423. Bituminous driveways shall consist of 1 1/2-inch bituminous binder course, 1 1/2-inch bituminous surface course pavement, and an 8-inch aggregate base course all in accordance with applicable IDOT SSRBC Specifications. Replacement shall include preparing the existing base and placing additional aggregate in accordance with Section 358 of the Standard Specifications. Bituminous driveway replacement shall be used on all existing bituminous, brick paver, aggregate, and grass driveways.

This work will be paid for using the appropriate unit price bid items.

550 STORM SEWERS

Add the following paragraph:

All storm sewer shall be RCP Type 1, Class IV unless otherwise noted on the Drawings. This work shall include removal and disposal of existing storm sewers where indicated on the Drawings. This work shall include reinforced concrete pipe culverts where shown on the Drawings. Payment shall be per foot for Storm Sewers at the sizes indicated.

602 STRUCTURES TO BE ADJUSTED

As shown on the Drawings or indicated by ENGINEER, all manholes, inlets, catch basins, valve vaults, or other utility vaults shall be adjusted to match proposed final grades in accordance with Sections 602 and 603. Payment shall be per each for Structures to be Adjusted.

CONTRACTOR shall be responsible to adjust or relocate all street signs, mail boxes, and valve boxes as required to meet new roadway construction or reconstruction. No additional payment shall be made for this work, which will be considered incidental to the unit prices bid.

700 TRAFFIC CONTROL AND PROTECTION

Traffic control shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the MUTCD, any special details and Highway Standards contained in the Drawings, and the TCI contained herein.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein as they relate to Traffic Control.

Standard Drawings—701501-02 and 702001-01, BLR 17-3, BLR 18-4, BLR 22-3

Standard Specifications, Supplemental Specifications, and Special Provisions
Construction Zone Traffic Control (LR-701-1)
Work Zone Traffic Control (Section 701)
Work Zone Traffic Control Devices (Section 702)
Flagger Certification (LR 701-2)

CONTRACTOR shall notify OWNER at least 72 hours in advance of beginning work.

The governing factor in the execution and staging of work for this project is to provide the public with the safest possible travel conditions along the roadway and walkways through the construction zone. CONTRACTOR shall arrange his operations to keep the closing of any lane of the roadway to a minimum.

The initial erection of a traffic control installation shall not include devices that are bent, scratched, faded, worn, dirty, or that otherwise present a shabby appearance. CONTRACTOR is required to conduct routine inspections of the work site at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced, worn, or damaged to the extent that it no longer conforms to the shape, dimensions, color, or operational requirements of the MUTCD and the TCI or will no longer present a neat appearance to the motorist. A sufficient quantity of replacement devices based on vulnerability to damage shall be readily available to meet this requirement.

CONTRACTOR shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignments consistent with barricade placement at all times. CONTRACTOR shall remove, cover, or turn from the view of the motorist all traffic control devices which are inconsistent with detour or lane assignment patterns during the transition from one construction stage to another.

CONTRACTOR shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide for a uniform traffic detour pattern. When requested by ENGINEER, CONTRACTOR shall remove all traffic control devices which were furnished, installed, and maintained by him under this contract, and such devices shall remain the property of CONTRACTOR. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from ENGINEER.

CONTRACTOR shall ensure that all traffic control devices installed by him are operational, functional, and effective 24 hours a day, including Sundays and holidays.

CONTRACTOR shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. CONTRACTOR shall dispatch personnel, materials, and equipment to correct any such

deficiencies. CONTRACTOR shall respond to any call from OWNER concerning any request for improving or correcting traffic control devices and begin making the requested repairs within 2 hours from the time of notification.

When traveling in lanes open to public traffic, CONTRACTOR's vehicle shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to or interfere with traffic, and shall not park or stop except within designated work areas. Personal vehicles shall not be parked within the right-of-way except in specific areas designated by ENGINEER.

CONTRACTOR shall maintain at least one lane of traffic at all times on two-lane roads and at least one lane in each direction on four or more lane roads during the construction of this project. Two flaggers will be required at all times for each separate operation where two-way traffic is maintained over one lane of pavement. CONTRACTOR shall also maintain private entrances, side roads, and pedestrian pathways along the proposed improvement. Interference with traffic and pedestrian movements and inconvenience to owners of abutting property and the public shall be kept to a minimum.

On two-lane roads CONTRACTOR is to plan its work so that there will be no open holes in the pavement and that all barricades will be removed when work is complete. On four or more lane highways there shall be no open holes in the pavement being used by the traveling public. Lane closures, if allowed, shall be in accordance with the applicable standards and any staging detail shown in the Drawings.

No road closure or restriction shall be permitted except those covered by the IDOT SSRBC.

In an emergency as determined by ENGINEER, OWNER reserves the right to immediately affix temporary repairs, placement of barricades, or provide temporary access at driveways, trench crossing, or pavement rehabilitation areas by OWNER's Public Works Department personnel at time and one-half pay rate plus any rental and/or material costs incurred, and CONTRACTOR agrees that in such event, OWNER may charge such costs that may be incurred against CONTRACTOR or its surety.

Traffic control and protection shall be incidental to the work. Delays to CONTRACTOR caused by complying with these requirements shall be considered incidental to the work and no additional compensation shall be allowed for work performed during non-work hours.

The minimum allowable temporary surface shall be aggregate with the ability to safely hold the traffic loads. Temporary access to all driveways must be provided at the end of each day. No additional compensation will be provided for the labor, equipment, or materials necessary to provide temporary access on roadways, above storm sewers and culverts, or into driveways. All temporary surfaces must be clean, well-graded, and meet the approval of OWNER. Any areas which OWNER feels need repair to be traversed must be repaired by CONTRACTOR within two hours of OWNER's request and at CONTRACTOR's expense.

Detour Route: The detour traffic control shall be installed according to applicable sections of the SSRBC and the Drawings. This detour shall remain in place until surface course and pavement markings have been installed. Local traffic shall be allowed access, however, CONTRACTOR will be responsible for providing a "pass" for each local resident. These "passes" must be displayed in their vehicle to gain access to the job site during working hours or when the road is posted closed.

Garbage trucks, busses, employees, and other vehicles entering the site to complete a local task shall be allowed access without a "pass." Although this is enacted for CONTRACTOR's benefit, a safely passable structure must be maintained at all times as described above.

Traffic Control and Protection will be paid for at the Contract lump sum price for Traffic Control and Protection.

END DIVISION 50

SECTION 33 43 00

REINFORCED CONCRETE CULVERT AND APRON ENDWALLS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: Work includes installation of reinforced concrete culvert as shown on the drawings.
- B. Related Sections: Applicable provisions of Division 01 shall govern work in this section.
- C. Payment: Reinforced concrete culvert shall be paid for at the price bid per linear foot for 'Height' by 'Width' RCP Box and shall include furnishing and installing all associated items including excavating and forming trench, bedding, reinforced concrete pipe, and backfill. Apron endwalls shall be paid for at the price bid for each for 'Height' by 'Width' RCP Box apron endwalls, and shall include furnishing and installing precast endwalls, bedding, cutoff walls, and temporary concrete block weir.

1.02 REFERENCES

- A. ASTM C33—Standard Specification for Concrete Aggregates.
- B. ASTM C76—Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
- C. ASTM C443—Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
- D. ASTM C507—Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe.
- E. ASTM C655—Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain, and Sewer Pipe.
- F. ASTM C1433—Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers.
- G. ASTM D1557—Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
- H. IDOT SSRBC—Section 540, Box Culverts

PART 2—PRODUCTS

2.01 REINFORCED CONCRETE PIPE

- A. Reinforced concrete pipe shall meet ASTM C76 for circular pipe, ASTM C507 for elliptical pipe, ASTM C655 for D-load pipe, or ASTM C1433 for box culvert pipe.

- B. All reinforced concrete pipe used in the work shall be of adequate strength to support the construction and trench loads applied.
- C. Not more than one lift hole per length of pipe shall be used in storm sewer. Lift holes will not be permitted in sanitary sewers.
- D. All reinforced concrete pipe and fittings shall be provided with joints and gaskets which meet ASTM C443. Joints for elliptical pipe shall be sealed with an application of a trowelable bitumastic joint sealant on the inside of the joint. All pipe shall be specifically built to fit the gasket used.
- E. Reinforced concrete pipe shall be of the class as shown on the drawings and shall have a minimum "C" wall construction, but with "B" wall reinforcing.

NTS: THE CLASS OF PIPE NEEDS TO BE IDENTIFIED EITHER ON THE DRAWINGS OR IN THE SPECIFICATIONS. THE CLASS OF PIPE IS DEPENDENT ON THE TRENCH WIDTH, THE CLASS OF BEDDING, AND THE DEPTH OF COVER. THESE CRITERIA SHOULD BE EVALUATED BEFORE SPECIFYING PIPE CLASS. INSERT REQUIREMENTS.

MODIFY TRENCH WIDTH TABLE IN PART 3 ACCORDINGLY.

- F. Acceptance of reinforced concrete pipe shall be on the basis of plant load-bearing tests, material tests, and inspection of manufactured pipe for visual defects and imperfections.
- G. Reinforced concrete bends, tees, and reducers shall be manufactured to provide for the required transitions as shown on the drawings. Sufficient additional reinforcement shall be added at the spring lines and top and bottom of the pipe to prevent shearing after installation. Repairs to complete fabricated pipe fittings shall be such that the completed unit shall have the same strength as that of the remainder of the pipe barrel and the concrete used to complete the section shall not spall or separate.

2.02 APRON ENDWALLS

- A. Concrete apron endwalls for concrete pipe sewers shall be manufactured with reinforcement and concrete conforming to the pertinent requirements for minimum Class II, Wall B, reinforced concrete pipe as specified in ASTM C76. Concrete apron endwalls for concrete elliptical pipe sewers shall be manufactured with reinforcement and concrete conforming to the pertinent requirements for Class HE-III reinforced concrete elliptical pipe as specified in ASTM C507. Apron endwalls shall be in accordance with the designs, dimensions, and details as shown on the drawings.

2.03 JOINT TIES

- A. Joint ties shall be installed at the last two downstream joints on any pipe run ending in an apron endwall that is constructed with reinforced concrete pipe of any type or size.

PART 3-EXECUTION

3.01 GENERAL EXCAVATION

- A. The trench shall be dug so that the utilities can be laid to the alignment and depth specified. Unless otherwise allowed by ENGINEER, trenches shall not be excavated more than 100 feet in advance of pipe laying. Earth excavation shall include all excavation except rock as hereinafter defined. Included in earth excavation shall be removal of street paving of all types, existing structures, existing improvements and trees smaller than 4 inches in diameter measured 4 feet above the ground, all as necessary to complete the pipe installation.

3.02 EXCAVATION TO GRADE

- A. The trench shall be finished to the depth necessary to provide a uniform and continuous bearing and support for the pipe on the bedding material provided at every point between bell holes. Any part of the bottom of trench excavated below the specified grade shall be corrected with bedding material, thoroughly compacted in place. The bedding shall be shaped and finished with hand tools to fit the bottom quadrant to the pipe.
- B. If, in the opinion of ENGINEER, unstable soil conditions are encountered at subgrade, CONTRACTOR shall replace the unstable soil with special bedding. CONTRACTOR shall be allowed extra compensation for the special bedding, unless the unstable soil conditions are caused by CONTRACTOR's failure to adequately dewater the trench, in which case CONTRACTOR shall bear the entire cost.
- C. All excavated material shall be piled in a manner that will not endanger the work. Stockpiles not for immediate backfilling shall have silt fences placed around their perimeter for erosion control. The work shall be conducted in such a manner that pedestrian and motor traffic is not unnecessarily disrupted. Fire hydrants, valve boxes and manholes shall be left unobstructed. Gutters shall be kept clear or other satisfactory provisions made for street drainage, and natural water courses shall not be obstructed.
- D. Excavated material designated by ENGINEER as being undesirable for backfilling shall be immediately removed as excavation progresses. Points of disposal are subject to approval of OWNER. All undesirable and surplus material disposed of must be leveled off and graded to rough elevations as determined by OWNER.
- E. CONTRACTOR shall remove bituminous pavement and road surface as a part of the trench excavation. The width of pavement removed shall be the minimum possible and acceptable, for convenient and safe installation of utilities and appurtenances.
- F. All bituminous pavement shall be cut on neat, straight lines and shall not be damaged beyond the limits of the trench.
- G. Where it is necessary to trench through concrete pavement, a strip shall be sawed and removed in such a manner as not to disturb the remainder of the pavement. Paving and undermining of existing concrete pavement shall be prevented by CONTRACTOR. If CONTRACTOR unnecessarily removes or damages pavement or surfaces beyond limits acceptable to ENGINEER, such pavement and surfaces shall be replaced or repaired at the expense of CONTRACTOR.

3.03 WIDTH OF TRENCH

- A. CONTRACTOR shall be responsible for determining and providing the minimum width necessary to provide a safe trench in accordance with current OSHA standards and all other applicable standards. The top width of trench excavation shall be kept as narrow as is reasonably possible and acceptable to minimize pavement damage. Pay items related to maximum trench widths shall not limit CONTRACTOR's responsibility to provide safe trench conditions.
- B. Width of Trench–Rigid Pipe: The width of trench below the outside top of the pipe shall be as shown in the following table for the sizes listed. A minimum clearance of 8 inches between the outside of the pipe barrel and the trench wall at the pipe spring line shall be maintained to allow for bedding and haunching. If sheeting is used and is going to remain in place, the trench width shall be measured as the clear distance between inside faces of the sheeting. Otherwise, the trench width shall be based on the width between stable trench walls after sheeting is removed.

NTS: TRENCH WIDTH MUST BE BASED ON LOAD CALCULATIONS. THE BELOW TRENCH WIDTHS PROVIDE A MINIMUM AMOUNT OF ROOM TO BED AND HAUNCH THE PIPE. LARGER TRENCH WIDTHS MAY BE NEEDED DEPENDING ON SITE CONSTRAINTS. ADJUST TABLE ACCORDINGLY.

MAXIMUM WIDTH OF TRENCH BELOW TOP OF PIPE

Nominal Pipe Diameter (Inches)	Trench Width (Inches)
12	36
15	42
18	42
21	48
24	48
27	54
30	54
36	60
38 inch width	

- C. Where the width of trench below the outside top of the pipe barrel cannot be otherwise maintained within the limits shown above, CONTRACTOR, at its own expense, shall furnish an adequate pipe installation for the actual trench width which will meet design conditions. This may be accomplished by furnishing higher class bedding, a stronger pipe, concrete cradle, cap or envelope, or by driving sheeting prior to excavation to subgrade. Removal of sheeting below the top of the pipe, if allowed by ENGINEER, shall be gradual during backfilling.
- D. If the maximum trench width is exceeded for any reason other than by request of ENGINEER, the concrete cradle, cap, sheeting, bedding or the stronger pipe shall be placed by CONTRACTOR at its own expense. Where the maximum trench width is exceeded at the written request of ENGINEER, the concrete cradle, cap, sheeting, bedding or stronger pipe will be paid for on the basis of the price bid.

3.04 ROCK EXCAVATION, UTILITIES

- A. Rock excavation for utilities shall include all hard, solid rock ledges, bedded deposits and unstratified masses and all conglomerate deposits, or any other material so firmly cemented, that in the opinion of ENGINEER, it is not practical to excavate and remove same with a 225-net flywheel horsepower trench backhoe or equal, except after continuous drilling and blasting. Soft or disintegrated rock which can be removed with a pick, loose, shaken or previously broken rock, or rock which may fall into the excavation from outside the limits of excavation will not be classified as rock excavation. Rock excavation shall also include all rock boulders necessary to be removed having a volume of 2 cubic yards or more.
- B. When rock is encountered, it shall be stripped of earth and ENGINEER or OWNER's representative notified and given proper time to evaluate same before removal. Any rock removed which has not been measured by ENGINEER or OWNER's representative will not be classified as rock excavation.
- C. The depth of trench in rock shall be 6 inches below the lowest outside bottom of the pipe.
- D. All rock excavated from the trench shall be classified as undesirable backfill material and shall be disposed of as specified in the excavation to grade section. All trenches in rock shall be backfilled with bedding, cover, and backfill material furnished by CONTRACTOR.

3.05 BLASTING

- A. Blasting for rock excavation will be permitted only after securing the written approval of OWNER, and only after proper precautions are taken for the protection of persons or property. The hours of blasting will be fixed by OWNER. Any damage caused by blasting shall be repaired by CONTRACTOR at its expense. CONTRACTOR's method and procedure of blasting shall conform to state laws and municipal ordinances.
- B. CONTRACTOR shall provide a copy of Blaster License as required by the licensing agencies to OWNER prior to commencement of blasting.

3.06 SPECIAL BEDDING

- A. Where the bottom of the trench at subgrade is found to be unstable or unsuitable material, which in the opinion of ENGINEER should be removed, CONTRACTOR shall excavate and remove such unstable or unsuitable material to the normal trench width and to a depth of 2 feet. The excavated area shall be lined with filter fabric, Mirafi 140 N, Supac, or equal, and backfilled with bedding material in layers. At subgrade, the filter fabric shall be wrapped over the special bedding with an 18-inch overlap. Normal bedding shall then be placed over the special bedding to support the piping. See Dewatering section for additional conditions.

3.07 CONCRETE CRADLE

- A. If, in the opinion of ENGINEER, soil conditions require it, concrete cradle or encasement shall be placed around the pipe as shown on Drawing 01-975-43A. Excavation shall be carried below the normal grade line to a depth requested by ENGINEER and concrete cradle or encasement placed. Before the concrete is placed, the pipe shall be laid to line and grade, blocked and braced, and the joint made. The cradle shall then be placed, taking care not to disturb the pipe. Concrete shall have a minimum 28-day compressive strength of 4,000 psi. See trench width section for additional conditions.

3.08 BRACED AND SHEETED TRENCHES

- A. Open-cut trenches shall be sheeted and braced as required by any governing federal regulations including OSHA, state laws, and municipal ordinances; and as may be necessary to protect life, property, improvements or the Work. Underground or aboveground improvements to be left in place shall be protected and, if damaged, shall be repaired or replaced at the expense of CONTRACTOR.
- B. Sheeting and bracing which is to be left in place must be removed for a distance of 4 feet below the present or proposed final grade of the street, road, or land, whichever is lower. Trench bracing, except that which shall be left in place, may be removed after backfilling has been completed or has been brought up to such an elevation as to permit its safe removal.

3.09 PIPE INSTALLATION

- A. General:
 - 1. Prior to commencing pipe laying, CONTRACTOR shall notify ENGINEER of the intended date for starting work. ENGINEER may request, at CONTRACTOR's expense, the removal and relaying of pipe which was installed prior to notification of ENGINEER.
 - 2. Proper implements, tools, and facilities shall be provided and used by CONTRACTOR for the safe and convenient prosecution of the work. All pipe, fittings, and appurtenances shall be carefully lowered into the trench, piece by piece, with a crane, rope or other suitable tools or equipment, in such manner as to prevent damage to materials. Under no circumstance shall pipe be dropped or rolled into the trench.
 - 3. Materials shall be as shown on the drawings or as specified herein.
- B. Material Inspection: CONTRACTOR shall inspect the pipe, fittings, and appurtenances for defects when delivered to the job site and prior to lowering into the trench. Defective material shall be removed from the job-site. All material shall be clean and free of deleterious substances prior to use in the work.
- C. Bedding and Cover:
 - 1. Immediately prior to placing the pipe, the trench bottom shall be shaped by hand to fit the entire bottom quadrant of the pipe. If pipe is of the bell and spigot type, bell holes shall be provided to prevent the bell from supporting the backfill load. Bell holes shall be large enough to permit proper making of the joint, but not larger than necessary to make the joint. All adjustments to line and grade must be done by scraping away or filling in bedding material under the body of the pipe. Any fill used must be bedding material. If necessary to obtain uniform contact of the pipe with the subgrade, a template shall be used to shape the bedding material. All pipe shall be bedded in bedding material at least 4 inches thick. CONTRACTOR shall perform all necessary excavation and shall furnish all necessary material to provide this bedding.

2. Bedding material shall be hard and durable and shall be made by crushing sound limestone or dolomite ledge rock, or crushed gravel aggregate. Bedding material shall conform to the requirements of ASTM C33.

PERCENTAGE BY WEIGHT PASSING INDICATED SIEVE

Size	2 1/2 Inch	2 Inch	1 1/2 Inch	1 Inch	3/4 Inch	1/2 Inch	3/8 Inch	No. 4	No. 8	No. 16	No. 30	No. 100	No. 200
57			100	95-100		25-60		0-10	0-5				
8						100	85-100	10-30	0-10	0-5			
9						100	75-100	0-25	0-5				
10							100	85-100				10-30	

3. Concrete and other rigid pipe used in nonsanitary sewer applications may be bedded using the Class C bedding detail as shown on Drawing 01-975-43A. Bedding material shall conform to Size No. 8 or No. 9. With pipes greater than 15 inches, Size No. 57 may be used.
4. CONTRACTOR shall provide ENGINEER with a sieve analysis of the bedding material for review prior to starting construction.
5. Material which is to be placed from the bedding material to 1 foot above the top of the pipe shall be termed cover material. All trenches shall be backfilled by hand to 1 foot above the top of the pipe with cover material. Cover material shall be deposited in the trench for its full width on each side of the pipe, fittings and appurtenances simultaneously in 6-inch layers and shall be compacted using hand tamping bars and/or mechanical tampers. CONTRACTOR shall use special care in placing cover material to avoid injury to or movement of the pipe. Cover material shall consist of durable granular particles ranging in size from fine to a maximum size of 3/4 inches. Unwashed bank run sand and crushed bank run gravel will be considered generally acceptable cover material. Cover material shall generally conform to the following gradation specifications:

COVER MATERIAL GRADATION

Sieve Size	Percentage by Weight Passing
1 inch	100
3/4 inch	85 to 100
3/8 inch	50 to 80
No. 4	35 to 65
No. 30	--
No. 40	15 to 30
No. 200	5 to 15

6. Native trench materials may be used for cover material if they substantially conform to the above gradation specifications and a suitable credit is extended to OWNER.
7. All bedding materials may be substituted for cover material when requested by CONTRACTOR.

- D. Pipe Laying:
1. All pipe shall be laid accurately to the line and grade as designated. Preparatory to making pipe joints, all surfaces of the portions of the pipe to be joined or of the factory-made jointing material shall be clean and dry. Lubricants, primers, adhesives, and other joint material shall be used and installed as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined, and adjusted in such a workmanlike manner as to obtain the degree of watertightness specified. Pertinent specifications from the joint and pipe manufacturer which outline procedures to be followed in making the joint shall be furnished to ENGINEER.
 2. At times when pipe laying is not in progress, the open ends of pipe shall be closed with plugs to prevent the entry of foreign material. All foreign material shall be removed from the pipe prior to acceptance.
 3. After placing a length of pipe in the trench, the spigot end shall be centered in the bell and the pipe forced home and brought to correct line and grade. The pipe shall be secured in place with specified backfill material tamped around it except at the bells. Trenches shall be kept water-free during bedding, laying, and jointing and for as long a period as necessary to permit proper execution of the Work.
 4. Pipe shall be brought home by using a cross member and levers or jacks. It will not be permissible to push pipe home with motor-powered excavation equipment.
- E. Portable Trench Box: Whenever a portable trench box or shield is used, special precautions shall be taken so as not to pull already jointed pipe apart or leave voids around the pipe wall. Whenever possible, the bottom edge of the box shall be kept at a level approximately even with the top of pipe. Cover material shall be placed to at least the top of pipe before moving the box ahead.

3.10 BACKFILLING

- A. Backfill Material:
1. Backfill shall be that material placed between the top of cover material to the subgrade for placement of restoration materials. Backfill for storm inlets shall be bedding material.
 2. When the type of backfill material is not otherwise specified, CONTRACTOR may backfill with the excavated material, provided that such material consists of loam clay, sand, gravel, or other materials which, in the opinion of ENGINEER, are suitable for backfilling.
 3. All backfill material shall exceed 35°F and be free from frost, cinders, ashes, refuse, vegetable or organic matter, boulders, rocks, or stone, frozen lumps, or other material which in the opinion of ENGINEER is unsuitable. From 1 foot above the top of the pipe to the trench subgrade, well-graded material containing stones up to 8 inches in their greatest dimension may be used. Care should be taken in backfilling so as not to damage the installed pipe.
 4. In refilling the trench, if there is not sufficient material excavated therefrom suitable for refilling, CONTRACTOR shall, without extra compensation, furnish the deficiency. Where indicated on the drawings, fill shall be provided over projecting conduits. Such fill shall be free of large boulders, and the top 6 inches shall be of suitable material to fit the adjoining ground.

- B. Granular Backfill: When called for on the drawings or requested by ENGINEER, backfill material shall be granular and shall consist of durable particles ranging in size from fine to coarse in a substantially uniform combination. Sufficient fine material shall be present to fill all the voids in the coarse material. No stones over 3 inches or clay lumps shall be present. Unless otherwise allowed by ENGINEER, granular backfill shall generally conform to the following gradation specification:

GRANULAR BACKFILL

Sieve Size	Percentage by Weight Passing
3 inch	100
2 inch	95 to 100
No. 4	35 to 60
No. 200	5 to 10

- C. Placement:
1. All trenches shall be backfilled using specified material so that excessive lengths of trench are not left open. In general the backfilling operation shall proceed so that no more than 100 feet of trench is open behind the pipe laying operation.
 2. Backfill shall be left below the original surface to allow for placement of restoration materials including pavement, base course, concrete, topsoil, sod, plus any pavement replacement specified in accordance with the asphaltic paving section herein. When settlement occurs, CONTRACTOR shall restore the surface improvements at its expense, to maintain the finished surface.
- D. Backfill Consolidation:
1. All trenches shall be consolidated as specified in this section for the entire depth and width of the trench.
 2. Consolidation shall be achieved by use of smooth-surface vibratory compactors or backhoe-operated hydraulic compactors for granular materials and rotating sheepsfoot-type mechanisms for loam/clay soils. The lift height shall not exceed 8 inches for walk-behind hand-operated vibratory compactors and sheepsfoot. Lift height shall not exceed 24 inches for self-propelled vibratory drum, or backhoe-operated hydraulic compactors. Smaller lift heights shall be provided as necessary to achieve the degree of compaction specified.
 3. Backfill material beneath paved areas or future paved areas and within 5 feet of paved areas or future paved areas shall be consolidated as follows: Within 3 feet of the surface 95% of maximum dry density, below 3 feet from the surface to 1 foot above the pipe 90% of maximum dry density, as determined by the modified Proctor Test (ASTM D1557).
 4. Backfill material placed in all other areas shall be compacted to the point where no additional consolidation can be observed from the compaction and backfill equipment being used.
 5. Backfill material not meeting the compaction specification shall be recompacted by CONTRACTOR at no cost to OWNER. Cost for additional testing on recompacted material shall be at CONTRACTOR's expense.
- E. Maintenance of Surface: CONTRACTOR shall maintain all backfilling, resurfacing, repaving, and other surface improvements constructed under this Contract as a warranty item. CONTRACTOR shall, upon proper notice from OWNER, make all repairs in surfaces of trenches and excavations. All expenses incurred by OWNER and/or CONTRACTOR in

making repairs, and all expenses in maintaining trench and excavation surfaces shall be at the expense of CONTRACTOR, regardless of the material used in backfilling trench excavations. OWNER reserves the right to make all emergency repairs necessary to make safe all streets and walks at the expense of CONTRACTOR, regardless of the material used in backfilling trench excavations.

END OF SECTION

This product guide specification is written according to the Construction Specifications Institute (CSI) 3-Part Format, including *MasterFormat*, *SectionFormat*, and *PageFormat*, contained in the CSI *Manual of Practice*.

The section must be carefully reviewed and edited by the Engineer to meet the requirements of the project and local building code. Coordinate this section with other specification sections and the Drawings. Delete all “Specifier Notes” when editing this section.

Section numbers are from *MasterFormat 2016 Edition*. Update section numbers to versions if required.

Specifier Notes: This section covers “StormTrap®” precast concrete, modular, storm water detention. StormTrap is custom designed to meet the specific requirements of the project.

Consult StormTrap for assistance in editing this section for the specific application.

SECTION 33 46 23

MODULAR BURIED STORMWATER STORAGE UNITS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. StormTrap Precast concrete, modular stormwater detention.

1.02 RELATED SECTIONS

- A. Section 31 00 00 – Earthwork
- B. Section 03 40 00 – Precast Concrete

1.03 REFERENCE STANDARDS

- A. AASHTO – Standard Specifications for Highway Bridges – Seventh (7th) Edition
- B. ACI 318 - Building Code Requirements for Structural Concrete.
- C. ASTM A 615/A 615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- D. ASTM C 857 - Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures.
- E. ASTM C 858 - Standard Specification for Underground Precast Concrete Utility Structures.
- F. ASTM C 891 - Standard Practice for Installation of Underground Precast Concrete Utility Structures.
- G. ASTM C 990 - Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
- H. ASTM A 1064 – Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.

1.04 DESIGN REQUIREMENTS

- A. Precast Concrete Modular Stormwater Detention shall comply with ASTM C858.
- B. Underground precast concrete stormwater management system shall be sized in accordance with the design requirements provided by the Engineer of Record (EOR) and approved by the reviewing agency.
- C. The system shall be designed so modules are aligned and have channels that extend to the bottom of the modules allowing for relatively unrestricted fluid flow in both directions.
- D. Minimum Structural Design Loading: ASTM C 857.
 - 1. Total Cover:
 - a. Minimum: As indicated on the drawings.
 - b. Maximum: As indicated on the drawings.
 - 2. Concrete chamber shall be designed for AASHTO HS-20 wheel load.

3. Minimum Soil Pressure:
 - a. DoubleTrap Modules: As indicated on the drawings.
4. Vertical and lateral soil pressures shall be determined using:
 - a. Groundwater: At or below invert of system.
 - b. Lateral soil pressures to be based on Active earth pressure
 - 1) Lateral soil pressure = 35 pcf for 120 pcf backfill unit weight
 - c. Vertical soil pressures
 - 1) Live load = HS-20-44 and Dead load = 120 pcf cover fill unit weight
 - d. Engineer to verify geotechnical requirements

1.05 QUALITY ASSURANCE

- A. The manufacture of the concrete modules shall be performed at a precast production facility certified by the NPCA or PCI.

1.06 SUBMITTALS

- A. Comply with Section 01 33 00 - Submittal Procedures, except shop drawings shall be eleven inches (11") by seventeen inches (17").
- B. Product Data: Submit manufacturer's product data and installation instructions.
- C. Record Documents:
 1. Shop Drawings:
 - a. Submit manufacturer's shop drawings, including plans, elevations, sections, and details indicating layout, dimensions, foundation, cover, and joints.
 - b. Indicate size and location of roof openings and inlet and outlet pipe openings.
 - c. Indicate sealing of joints.
- D. Operation and Maintenance Data: Submit manufacturer's operation and maintenance instructions

1.07 DELIVERY, STORAGE AND HANDLING

- A. Delivery of Accessories: Deliver to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage of Accessories:
 1. Store in accordance with manufacturer's instructions.
 2. Store in clean, dry area, out of direct sunlight.
- C. Handling: Protect materials during handling and installation to prevent damage.

1.08 WARRANTY

- A. The Manufacturer shall provide a minimum five (5) year limited warranty.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. StormTrap, LLC, 1287 Windham Parkway, Romeoville, Illinois 60446. Phone (877) 867-6872. Fax (331) 318-5347. Website www.stormtrap.com.

2.02 STORMWATER DETENTION

- A. All material shall meet or exceed all applicable referenced standards, federal, state and local requirements, and conform to codes and ordinances of authorities having jurisdiction.
- B. Stormwater Detention Modules:
 - 1. Description: Engineered, precast concrete, modular stormwater detention.
 - 2. Module Type: StormTrap DoubleTrap
 - 3. Size: As indicated on the drawings.
 - 4. Concrete: Manufacturer's Approved Mix design providing a minimum compressive strength of 6,000 psi at 28 days.
 - 5. Reinforcing Bars: ASTM A 615, Grade 60.
 - 6. Reinforcing Mesh: ASTM A 1064, Grade 80.
 - 7. Cover for Reinforcing Bars: ACI 318

2.03 ACCESSORIES

- A. Joint Tape:
 - 1. ASTM C 990.
 - 2. Seven eights inch (7/8") diameter, preformed butyl mastic joint sealer.
 - 3. Approved by manufacturer.
- B. Joint Wrap:
 - 1. Eight inch (8") wide self-adhesive elastomeric resin bonded woven puncture resistant polymer wrap.
 - 2. Approved by manufacturer.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine area to receive stormwater detention modules. Notify Engineer if area is not acceptable. Do not begin installation until unacceptable conditions have been corrected.
- B. Verify in field before installation, dimensions and soils conditions, including groundwater and soil bearing capacity.

3.02 INSTALLATION

- A. Install stormwater detention modules in accordance with manufacturer's instructions and ASTM C 891.

- B. Install modules plumb, on line, and to proper elevation.
- C. Install modules with a maximum space of three quarters inch (3/4") between adjacent modules. If the space exceeds three quarters inch (3/4"), the modules shall be reset with appropriate adjustment made to line and grade to bring the space into compliance.
- D. DoubleTrap:
 - 1. Place modules on level, six-inch (6") pad of three quarters inch (3/4") stone that extends two feet (2'-0") past the outside of the system as indication on the drawings.
- E. Joint Tape:
 - 1. Seal perimeter horizontal joint between modules with joint tape in accordance with ASTM C 891, 8.8 and 8.12.
 - 2. Prepare surfaces and install joint tape in accordance with manufacturer's instructions.
- F. Joint Wrap:
 - 1. Seal exterior joints between adjacent modules with joint wrap in accordance with ASTM C 891.
 - 2. Prepare surfaces and install joint wrap in accordance with manufacturer's instructions.
- G. Field Modifications to the modules is strictly prohibited without prior written consent of StormTrap.
- H. Excavation and fill shall be as specified in Sections 31 00 00.
- I. Fill:
 - 1. Backfill material shall consist of a GW, GP, SW, or SP material as defined by the Unified Soil Classification System and that meets the gradation requirements as indicated on the drawings.
 - 2. Native materials shall be separated from backfill materials with a geotextile filter fabric unless the drawings indicate separation is not required.
 - 3. Deposit fill on both sides of modules at same time and to approximate same elevation.
 - 4. Prevent wedging action against structure by stepping or serrating slopes bounding or within area to be backfilled.
 - 5. Do not disrupt or damage joint wrap during backfilling.
- J. Do not use stormwater detention modules that are damaged, as determined by manufacturer.
- K. Contractor is responsible for installation in accordance with project plans, specifications, and all federal, state, and local regulations.

END OF SECTION 33 46 23

SECTION 33 46 23- 5

Exhibit G
Village Construction Schedule

December 15, 2019

Exhibit H
Zoning Approval Resolution

**A RESOLUTION APPROVING VARIATIONS RELATED TO IMPROVEMENTS AT
CROW ISLAND SCHOOL
IN CONJUNCTION WITH VILLAGE STORMWATER IMPROVEMENTS**

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

WHEREAS, the Village and the Forest Preserve District of Cook County (“*District*”) have entered into an August 2, 2017 Memorandum of Understanding (“*MOU*”) to formalize their cooperation on a project to provide stormwater relief to western and southwestern portions of the Village; and

WHEREAS, in addition to the part of the stormwater project to be constructed on District property north of Winnetka Avenue and west of Hibbard Road, the Village has determined that the remaining stormwater storage, conveyance, and water quality improvements for the Village stormwater project necessary to provide flood relief (“*Village Stormwater Improvements*”) must be constructed, in part, on existing open spaces currently owned by the Board of Education of Winnetka Public Schools District No. 36 (“*School District*”) and known as the Crow Island School property generally located at the southwest corner of Willow Road and Glendale Avenue in the Village, and as depicted on *Exhibit A* to this Resolution (“*Property*”); and

WHEREAS, the School District anticipates potential future school-related improvements to the Property that may be located within the “Potential Building Zone,” also shown on *Exhibit A* to this Resolution (“*Potential Building Zone*”) or in such other parts of the Property that the Village and the School District may mutually agree and that will not directly interfere with the Village Stormwater Improvements (“*School Improvements*”); and

WHEREAS, the need for and construction of the Village Stormwater Improvements provides a once in a generation opportunity to create significant stormwater relief to the Village as well as to the School District for the Property and the ability of the School District to provide the School Improvements in a cost-effective and expedited manner; and

WHEREAS, pursuant to Resolution No. R-__-2020, the Village has approved an intergovernmental cooperation agreement with the School District (“*IGA*”) in order to comply with the MOU and to ensure a level of cooperation and coordination necessary to maximize flood relief for impacted homes and property and to enhance the facilities on the School District Property; and

WHEREAS, pursuant to Subsection III.E of the IGA, the School District has requested certain baseline variations for the School Improvements (“*Variations*”), with the understanding that additional zoning relief, including a special use permit, may be required at the time the School District has prepared and is ready to present its preliminary and final plans for the School Improvements for Village approval; and

WHEREAS, Chapter 17.76 of the Winnetka Municipal Code provides a special zoning review and approval process applicable to zoning relief for the School Improvements (“*Stormwater Zoning Provisions*”); and

WHEREAS, pursuant to the applicable provisions of the Village Zoning Ordinance, including the Stormwater Zoning Provisions, and the Winnetka Municipal Code, on January 7, 2020, after due and required notice thereof, the Village Council held a public hearing to consider the Variations; and

WHEREAS, pursuant to Section 17.60.050.D 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 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 it is in the best interest of the Village to approve this Resolution, subject to and in strict accordance with the terms and conditions of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Winnetka, Cook County, Illinois, 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 VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in the IGA, the following variations are granted to allow construction of the School Improvements in accordance with the School District Plans and the “District Final Plans” as defined in and approved in accordance with the IGA, pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village:

- A. Roofed Lot Coverage of no greater than 75,000 square feet, whereas a maximum of 59,695 square feet is permitted, a variation of 15,032 square feet (an increase of 25.1%) [Section 17.30.030 – Intensity of Use of Lot];
- B. Impermeable Surface Coverage of no greater than 138,000 square feet, whereas a maximum of 119,936 square feet is permitted, a variation of 18,064 square feet (an increase of 15.1%) [Section 17.30.030 - Intensity of Lot];
- C. Gross Floor Area of no greater than 90,000 square feet, whereas a maximum of 56,985 square feet is permitted, a variation of 33,015 square feet (an increase of 57.9%) [Section 17.30.040 – Maximum Building Size]; and
- D. Side yard setback of 0.00 feet from the westerly property line, whereas a minimum of 12.00 feet is required, a variation of 12.00 feet (a decrease of 100%) [Section 17.30.060 – Side Yard Setbacks].

SECTION 3: RECORDATION OF RESOLUTION; BINDING EFFECT. A copy of this Resolution will be recorded with the Cook County Recorder of Deeds. This Resolution and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the School District and each of its heirs, representatives, successors, and assigns.

SECTION 4: EFFECTIVE DATE.

This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this ___ day of January, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed: _____

Village President

Countersigned:

Village Clerk

EXHIBIT A

DEPICTION OF PROPERTY AND POTENTIAL BUILDING ZONE

EXAMPLE

Exhibit I
Village Insurance Policies



VILLAGE · OF · WINNETKA

Incorporated in 1869

CERTIFICATE OF SELF-INSURANCE

Office of the Finance Director

847.716.3513

December 13, 2019

RE: Village of Winnetka – Self-Insurance

To Whom It May Concern:

The Village of Winnetka is self-insured for General Liability and Workers Compensation and therefore does not purchase commercial insurance.

The Village assumes all risks and liabilities for all occurrences by all employees and Village equipment in the course of normal employment activities.

The Village does purchase excess insurance for worker's compensation exposures. The current deductible (self-insured retention) on that policy is \$600,000 and provides full statutory benefits.

In addition, the Village maintains \$13,000,000 of liability coverage after the Village's \$2,000,000 deductible (self-insurance retention) is satisfied.

If you need any further information, feel free to contact me at (847) 716-3513.

Sincerely,

Timothy J. Sloth

Timothy J. Sloth, CPA
Finance Director

510 Green Bay Road, Winnetka, Illinois 60093
Administration and Finance (847) 501-6000 or www.villageofwinnetka.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd. 20 North Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: PHONE (A/C. No. Ext): (847) 797-5700		FAX (A/C. No.): (847) 440-9130
	E-MAIL ADDRESS: szamora@assuranceagency.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Village of Winnetka 510 Green Bay Road Winnetka IL 60093	VILLOFW-01		INSURER A : Allied World National Assuranc 10690
			INSURER B : Allied World Insurance Company 22730
			INSURER C : Markel American Insurance Comp 28932
			INSURER D : _____
			INSURER E : _____
		INSURER F : _____	

COVERAGES

CERTIFICATE NUMBER: 464808266

REVISION NUMBER:

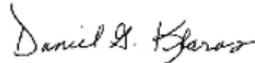
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$	
A B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			5111014901 5110009101 MKLM3EUE100569	5/1/2019 5/1/2019 5/1/2019	1/1/2020 1/1/2020 1/1/2020	EACH OCCURRENCE \$ 13,000,000 AGGREGATE \$ 13,000,000 _____ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Winnetka is self-insured for General Liability and Workers' Compensation and therefore does not purchase commercial insurance. The Village assumes all risks and liability for all occurrences by all employees and Village equipment in the course of normal employment activities. The Village does purchase excess insurance for Worker's Compensation exposures. The self-insured retention on that policy is \$600,000 and provides full statutory benefits. In addition, the Village maintains \$13,000,000 of liability coverage after the Village's \$2,000,000 self-insured retention is satisfied. As agreed for the self-insured retention, The Village of Winnetka and any official, trustee, director, officer or employee of the Village of Winnetka and the New Trier Township High School District 203 and its Board of Education, both individually and collectively, and all agents, representatives, volunteers and employees, and Winnetka Public Schools District 36, are additional insureds on the General Liability on a primary and non-contributory basis and a Waiver of Subrogation of the additional insured applies to the Workers' Compensation and General Liability. Umbrella coverage follows form over the underlying policies.

CERTIFICATE HOLDER**CANCELLATION**

Winnetka Public Schools District 36 1235 Oak Street Winnetka IL 60093	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Exhibit J
School District Insurance Policies

605300_2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Tyler MacKenzie PHONE (A/C, No, Ext): 630-694-5165 FAX (A/C, No): 630-285-4062 E-MAIL ADDRESS: Tyler_Mackenzie@ajg.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Collective Liability Insurance Cooperative</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Collective Liability Insurance Cooperative		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Winnetka School District #36 1235 Oak Street Winnetka, IL 60093														

COVERAGES

CERTIFICATE NUMBER: 2004975924

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per District Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLICCG2019	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Collective Liability Insurance Cooperative Reinsurers - Great American Insurance Company (NAIC #16691)

RE: Washburne School Walk-A-Thon 11/26/19.

CERTIFICATE HOLDER**CANCELLATION**
 Village of Winnetka
 Attn: Sandra
 410 Green Bay Road
 Winnetka IL 60093

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Agenda Item Executive Summary

Title: Resolution No. R-2-2020 - Crow Island School Zoning Relief in Conjunction with Village Stormwater Improvements (Public Hearing & Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 01/07/2020

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

Consent: YES NO

Item History:

On June 18, 2019, the Village Council adopted Ordinance No. MC-6-2019, An Ordinance Amending Title 17 (Zoning Ordinance) of the Winnetka Municipal Code for Zoning and Other Relief Related to Stormwater Improvements, which allows the Village Council to hold the public hearing and grant zoning relief for property improvement projects that a cooperating public agency proposes to undertake in conjunction with Village' construction of stormwater improvements on that public agency's property.

Executive Summary:

On January 7, the Village Council will conduct a public hearing on an application by Winnetka School District 36 (the "Applicant") for zoning relief approvals associated with potential future school-related improvements to the Applicant's school site located at 1112 Willow Road (the "Subject Property") in conjunction with a Village-initiated stormwater public improvement project on the Subject Property. The Applicant currently does not have specific building plans for the Subject Property; however, the Applicant is considering potential building expansion options on the southern portion of the Property. The Applicant is aware that in the future it will need to seek special use approval for any improvements on the Subject Property and perhaps additional zoning relief as well, but at this time is requesting approval of limited zoning variations to provide it with some general zoning parameters to design any potential building additions prior to seeking special use and other approvals from the Village Council.

Attached is a separate staff report summarizing the request.

Recommendation:

Consider adoption of Resolution No. R-2-2020, A Resolution Approving Variations Related to Improvements at Crow Island School in Conjunction with Village Stormwater Improvements.

Attachments:

- Staff Report
- Attachment A: Resolution No. R-2-2020
- Attachment B: Letter Submitted by Applicant



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, DIRECTOR
DATE: DECEMBER 30, 2019
SUBJECT: CASE NO. 2020-01-Z2: 1112 WILLOW ROAD - WINNETKA SCHOOL DISTRICT 36 - CROW ISLAND SCHOOL - VARIATIONS

INTRODUCTION

On January 7, 2020, the Village Council will conduct a public hearing on an application by Winnetka School District 36 (the "Applicant") for zoning relief approvals associated with potential future school-related improvements to the Applicant's school site located at 1112 Willow Road (the "Subject Property") in conjunction with a Village-initiated stormwater public improvement project on the Subject Property. The Applicant currently does not have specific building plans for the Subject Property; however, the Applicant is considering potential building expansion options on the southern portion of the Property. The Applicant is aware that in the future it will need to seek special use approval for any improvements on the Subject Property and perhaps additional zoning relief as well, but at this time is requesting approval of the following limited zoning variations to provide it with some general zoning parameters to design any potential building additions prior to seeking special use and other approvals from the Village Council:

- A. Roofed Lot Coverage of no greater than 75,000 square feet, whereas a maximum of 59,695 square feet is permitted, a variation of 15,032 square feet (an increase of 25.1%);
- B. Impermeable Surface Coverage of no greater than 138,000 square feet, whereas a maximum of 119,936 square feet is permitted, a variation of 18,064 square feet (an increase of 15.1%);
- C. Gross Floor Area of no greater than 90,000 square feet, whereas a maximum of 56,985 square feet is permitted, a variation of 33,015 square feet (an increase of 57.9%); and
- D. Side yard setback of 0.00 feet from the westerly property line, whereas a minimum of 12.00 feet is required, a variation of 12.00 feet (a decrease of 100%).

A mailed notice has been sent to property owners within 250 feet indicating the time and date of the Village Council public hearing in compliance with the Zoning Ordinance. The hearing was also properly noticed in the *Chicago Tribune* on December 20, 2019. Courtesy sign notices have been posted on the Subject Property indicating the time and date of the Public hearing. As of the date of this memo, staff has not received any written comments from the public regarding this application.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 5.5 acres in size, is located at the southwest corner of Willow Road and Glendale Avenue and contains an existing elementary school. Figures 1 and 2 on the following pages identify the Subject Property.

The Comprehensive Plan designates the Subject Property as appropriate for “Public/Semi-Public” uses. The property is zoned R-2 Single Family Residential, and it is bordered by R-2 Single Family Residential to the south and west, R-4 Single Family Residential to the east, and R-5 Single Family Residential to the north (represented on Figure 3 later in this report).

In addition to single-family residential uses, the R-5 District allows a limited range of additional uses by Special Use Permit. Allowed Special Uses in the R-5 District include (a) church or temple; (b) public school, elementary and high, or private school having a curriculum equivalent to a public elementary school, public high school or public institution of higher learning; and (c) library.

The Applicant’s use of the Subject Property as an elementary school is generally consistent with the Comprehensive Plan land use designation and the R-2 zoning district.

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

There are six previous zoning cases on file for the Subject Property:

1. Ordinance M-11-2002 was adopted in April 2002 by the Village Council, granting a Special Use Permit and setback variations to allow the installation of new playground equipment and play surfaces in the northwest and southwest playgrounds;
2. Ordinance M-16-2002 was adopted in June 2002 by the Village Council, granting a Special Use Permit and a front yard setback variation to allow installation of new playground equipment in the playground south of the school and along the east property line;
3. Ordinance M-22-2003 was adopted in June 2003 by the Village Council, granting a Special Use Permit and a front setback variation to allow installation of new playground equipment in the northeast playground;
4. In 2012 the Applicant, in conjunction with the Winnetka Park District, submitted, and subsequently withdrew, a Special Use Permit to allow additional parking for the Crow Island Campus on both properties and within the public right-of-way on Mt. Pleasant Road; and
5. Ordinance M-7-2016 was adopted in April 2016 by the Village Council, granting a Special Use Permit and a side yard setback variation to allow construction of two temporary classroom structures.
6. Ordinance M-6-2019 was adopted on May 7, 2019 by the Village Council, granting a Special Use and a corner-yard setback variation to allow construction of a new playground in the northeast quadrant along Glendale Avenue.



Figure 1 – Subject Property

Looking Southwest from Glendale Ave Towards General Location of Potential School Expansion

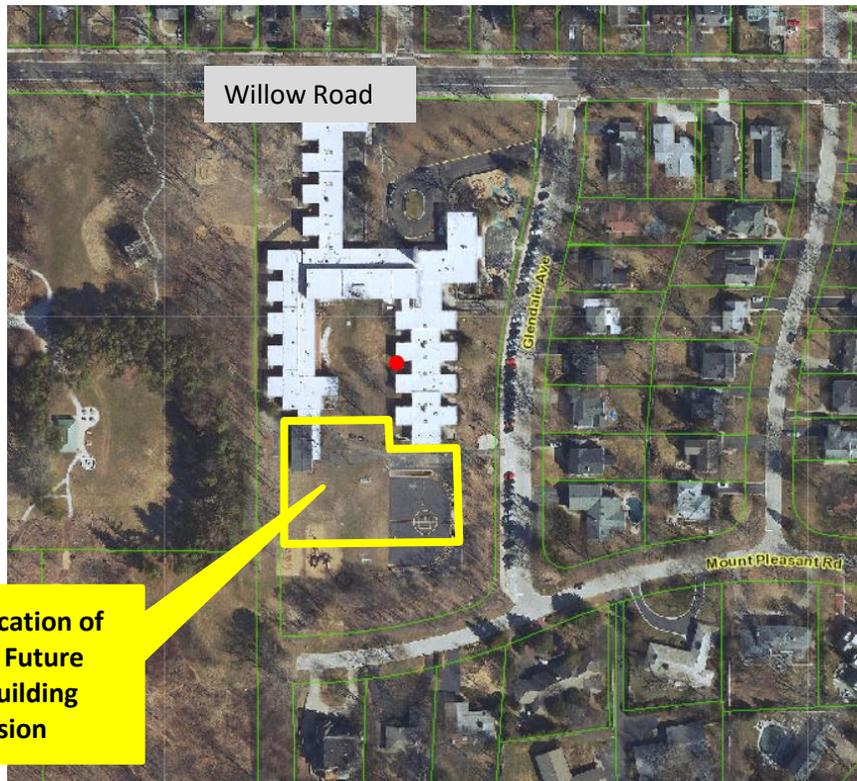


Figure 2 – Aerial Map



Figure 3 – Zoning Map

PROPOSED PLAN & ZONING RELIEF

As previous noted, the Applicant does not have specific plans for the Subject Property, but continues to explore a potential future school expansion on the Subject Property, in the general location identified in Figures 2 and 4.

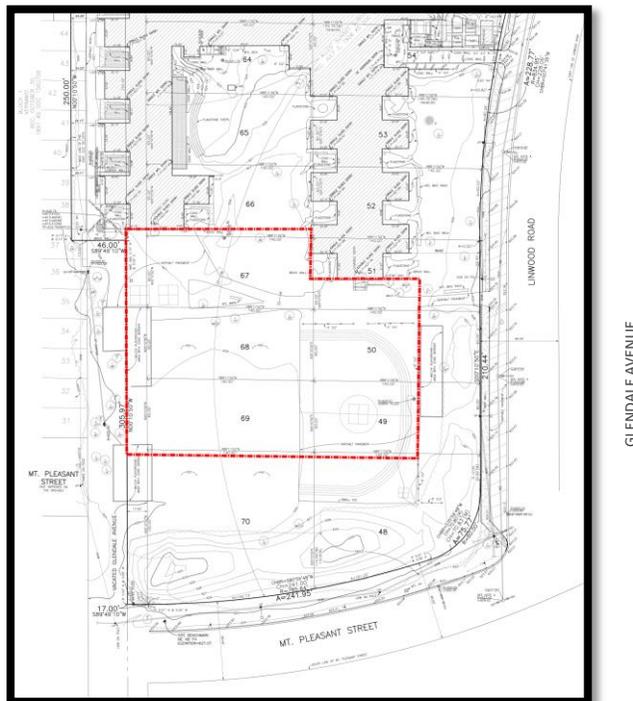


Figure 4 – General Location of Potential Future School Expansion

The Applicant is interested in the potential to construct a building addition and associated site improvements that would add the following to the Subject Property:

- Approximately 34,000 square feet of additional gross floor area, for a total of 90,000 square feet;

- Approximately 20,500 square feet of impermeable lot coverage, for a total of 75,000 square feet; and
- Approximately 20,500 square feet of impermeable lot coverage, for a total of 138,000 square feet.

Table 1 below compares the zoning requirements of the R2 District to the existing conditions and a potential future condition under the proposed zoning approvals.

ZONING ITEM	REQUIREMENT	EXISTING CONDITIONS	POTENTIAL FUTURE CONDITIONS
Maximum Gross Floor Area (GFA) (Formula based on lot area)	56,985.56 sq. ft.	55,686 sq. ft. ¹	90,000 sq. ft. ⁽³⁾ (57.9% variation)
Maximum Roofed Lot Coverage (RLC) (25% of lot area)	59,968 sq. ft.	54,667 sq. ft. ¹	75,000 sq. ft. (25.1% variation)
Maximum Impermeable Lot Coverage (ILC) (50% of lot area)	119,936 sq. ft.	117,321 sq. ft. ¹	138,000 sq. ft. (15.1% variation)
Minimum Front Yard Setback (Willow)	50 feet	31.57 feet ² (37% variation)	31.57 feet (variation unchanged)
Minimum Corner (Front) Yard Setback (Glendale)	50 feet	50.32 feet ²	Will comply
Minimum Third Street Front Yard Setback (Mt. Pleasant)	50 feet	+50 feet ²	Will comply
Minimum Side Yard Setback (West)	12 feet	9.44 feet ² (21% variation)	0.0 Feet (100% variation)

Table 1 – Comparison of Zoning Requirements to Existing Condition & Potential Future Condition

In the attached letter submitted by the Applicant, the Applicant has provided a statement of justification regarding how the requested variations meet the following zoning variation standards that the Village Council uses to evaluate variation requests:

“...upon finding that the variation requested is in harmony with the general purpose and intent of the Zoning Ordinance and in accordance with general or specific rules contained in this chapter, and upon finding that there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of the provisions or regulations of the Zoning Ordinance...”

RECOMMENDATION

At the January 7 Village Council meeting, the Council is scheduled to hold a public hearing and consider introduction and adoption of Resolution R-02-2020, A Resolution Approving Variations Related to Improvements at Crow Island School in Conjunction with Village Stormwater Improvements.

ATTACHMENTS

Attachment A Resolution R-02-2020

Attachment B: Letter Submitted by the Applicant

¹ Based upon information included in zoning analysis worksheets on file with the Village.

² Setback measurements for the building.

³ Potential future gross floor area accounts for a potential gymnasium or other similar school facility space that would have a floor height exceeding 14 feet, which by code would consist of more than one-story. Each story would be counted toward gross floor area.

RESOLUTION NO. R-2-2020

**A RESOLUTION APPROVING VARIATIONS RELATED TO IMPROVEMENTS AT
CROW ISLAND SCHOOL
IN CONJUNCTION WITH VILLAGE STORMWATER IMPROVEMENTS**

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

WHEREAS, the Village and the Forest Preserve District of Cook County (“*District*”) have entered into an August 2, 2017 Memorandum of Understanding (“*MOU*”) to formalize their cooperation on a project to provide stormwater relief to western and southwestern portions of the Village; and

WHEREAS, in addition to the part of the stormwater project to be constructed on District property north of Winnetka Avenue and west of Hibbard Road, the Village has determined that the remaining stormwater storage, conveyance, and water quality improvements for the Village stormwater project necessary to provide flood relief (“*Village Stormwater Improvements*”) must be constructed, in part, on existing open spaces currently owned by the Board of Education of Winnetka Public Schools District No. 36 (“*School District*”) and known as the Crow Island School property generally located at the southwest corner of Willow Road and Glendale Avenue in the Village, and as depicted on *Exhibit A* to this Resolution (“*Property*”); and

WHEREAS, the School District anticipates potential future school-related improvements to the Property that may be located within the “Potential Building Zone,” also shown on *Exhibit A* to this Resolution (“*Potential Building Zone*”) or in such other parts of the Property that the Village and the School District may mutually agree and that will not directly interfere with the Village Stormwater Improvements (“*School Improvements*”); and

WHEREAS, the need for and construction of the Village Stormwater Improvements provides a once in a generation opportunity to create significant stormwater relief to the Village as well as to the School District for the Property and the ability of the School District to provide the School Improvements in a cost-effective and expedited manner; and

WHEREAS, pursuant to Resolution No. R-1-2020, the Village has approved an intergovernmental cooperation agreement with the School District (“*IGA*”) in order to comply with the MOU and to ensure a level of cooperation and coordination necessary to maximize flood relief for impacted homes and property and to enhance the facilities on the School District Property; and

WHEREAS, pursuant to Subsection III.E of the IGA, the School District has requested certain baseline variations for the School Improvements (“*Variations*”), with the understanding that additional zoning relief, including a special use permit, may be required at the time the School District has prepared and is ready to present its preliminary and final plans for the School Improvements for Village approval; and

WHEREAS, Chapter 17.76 of the Winnetka Municipal Code provides a special zoning review and approval process applicable to zoning relief for the School Improvements (“*Stormwater Zoning Provisions*”); and

WHEREAS, pursuant to the applicable provisions of the Village Zoning Ordinance, including the Stormwater Zoning Provisions, and the Winnetka Municipal Code, on January 7, 2020, after due and required notice thereof, the Village Council held a public hearing to consider the Variations; and

WHEREAS, pursuant to Section 17.60.050.D 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 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 it is in the best interest of the Village to approve this Resolution, subject to and in strict accordance with the terms and conditions of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Winnetka, Cook County, Illinois, 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 VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in the IGA, the following variations are granted to allow construction of the School Improvements in accordance with the School District Plans and the “District Final Plans” as defined in and approved in accordance with the IGA, pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village:

- A. Roofed Lot Coverage of no greater than 75,000 square feet, whereas a maximum of 59,695 square feet is permitted, a variation of 15,032 square feet (an increase of 25.1%) [Section 17.30.030 – Intensity of Use of Lot];
- B. Impermeable Surface Coverage of no greater than 138,000 square feet, whereas a maximum of 119,936 square feet is permitted, a variation of 18,064 square feet (an increase of 15.1%) [Section 17.30.030 - Intensity of Lot];
- C. Gross Floor Area of no greater than 90,000 square feet, whereas a maximum of 56,985 square feet is permitted, a variation of 33,015 square feet (an increase of 57.9%) [Section 17.30.040 – Maximum Building Size]; and
- D. Side yard setback of 0.00 feet from the westerly property line, whereas a minimum of 12.00 feet is required, a variation of 12.00 feet (a decrease of 100%) [Section 17.30.060 – Side Yard Setbacks].

SECTION 3: RECORDATION OF RESOLUTION; BINDING EFFECT. A copy of this Resolution will be recorded with the Cook County Recorder of Deeds. This Resolution and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the School District and each of its heirs, representatives, successors, and assigns.

SECTION 4: EFFECTIVE DATE.

This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this ____ day of January, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk



1235 Oak Street • Winnetka, IL 60093
phone 847-446-9400 • fax 847-446-9408
Brad Goldstein
Chief Financial Officer/CSBO/Treasurer
bradgoldstein@winnetka36.org

December 23, 2019

Rob Bahan
Village Manager
The Village of Winnetka
510 Green Bay Rd.
Winnetka, IL 60093

Dear Mr. Bahan:

In partnership with the Village's storm water improvement project planned on Winnetka School District 36 property at the Crow Island School located at 1112 Willow Road, the School District requests that the Village grant the following zoning variations:

1. Roofed Lot Coverage of no greater than 75,000 square feet, whereas a maximum of 59,695 square feet is permitted, a variation of 15,032 square feet;
2. Impermeable Surface Coverage of no greater than 138,000 square feet, whereas a maximum of 119,936 square feet is permitted, a variation of 18,064 square feet;
3. Gross Floor Area of no greater than 90,000 square feet, whereas a maximum of 56,985 square feet is permitted, a variation of 33,015 square feet; and
4. Side yard setback of 0.00 feet from the westerly property line, whereas a minimum of 12.00 feet is required, a variation of 12.00 feet.

Though School District 36 has no specific building plans for the Crow Island School site, the we continue to explore potential improvements to School District facilities, which may include an addition to the Crow Island School. The School District is aware that it will need to seek special use approval for any improvements to the Crow Island School, but is requesting approval of the above zoning variations to provide it with some general zoning parameters to design

any potential building additions prior to seeking special use approval from the Village.

The School District asks that the Village Council find that the requested variations are in harmony with the general purpose and intent of the Zoning Ordinance and in accordance with general or specific rules contained in this chapter, specifically the R-2 Single Family Residential District (R-2 District) zoning requirements, and upon finding that there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of the provisions or regulations of the Zoning Ordinance.

The requested variations are in harmony with the general purpose and intent of the Zoning Ordinance as the Ordinance allows for elementary schools and their associated activities in the R-2 District. The practical difficulties and hardships complying with the R-2 District zoning standards are that the requirements of the district are designed for single family structures and improvements and not for institutional uses such as elementary and secondary schools. In general, one would anticipate that a school building would consume more of the lot area than would a single-family home, so that its roofed lot coverage and its gross floor area ratios would exceed that of a single-family home. In addition, a school's associated parking lot and hard play surfaces would also exceed those found on a single-family lot, thus needing a variation for impermeable surface coverage. And given the limitations placed on the site due the Village's proposed construction of an underground detention facility, a potential school addition may need to encroach into the required westerly side yard. Given a Park District-owned park is located along the westerly side yard lot line, the granting of a side yard setback would be appropriate.

Sincerely,



Brad Goldstein
Chief Financial Officer