

Winnetka Village Council
REGULAR VIRTUAL MEETING

Cisco WebEx
July 7, 2020
7:00 PM

AGENDA

In accordance with social distancing requirements and Governor Pritzker’s Executive Orders 2020-43 and 2020-44, and Senate Bill 2135, the Winnetka Village Council meeting on Tuesday, July 7, 2020 will be held virtually. The meeting will be livestreamed via the Cisco WebEx platform. At least one representative from the Village will be present at Village Hall in compliance with the Bill, and the virtual meeting will be simulcast at Village Hall for members of the public who do not wish to view the virtual meeting from another location. Pursuant to Executive Orders 2020-43 and 2020-44 issued by the Governor, the number of people who may gather at Village Hall for the meeting is limited due to the mandated social distancing guidelines. Accordingly, the opportunity to view the virtual meeting at Village Hall is available on a “first come, first-served” basis.

The public has two options for observing and participating in this virtual Village Council meeting including the ability to provide oral comments during the meeting.

- 1) Telephone (audio only Call 408 418-9388), when prompted enter the Meeting ID – 1265327129 (Please note there is no additional password or attendee ID required)
- 2) Livestream (both audio and video feed) Download the Cisco WebEx meetings app to your smartphone, tablet or computer and then join Meeting ID: 1265327129. Event Password: VC07072020

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, July 7, 2020 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at beginning of the meeting under the Public Comment agenda item. Comments specific to a particular agenda item will be read during the discussion of that agenda item. The Village will attempt to have comments received after the meeting has started read at the end of the meeting. Public comment is limited to 200 words or less. Public comments should contain the following information:

- In the subject line – “Village Council Meeting Public Comment”
- Name
- Address (optional)
- Phone (optional)
- Organization or agency representing, if applicable
- General comment or comment on topic of specific agenda item number

All emails received will be acknowledged either during or after the meeting, depending on when they are received. If you do not have access to email, you may leave a message with your public comment at the Village Manager’s office at 847-716-3541 or mail to Village Clerk, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093.

**Winnetka Village Council
REGULAR VIRTUAL MEETING**

CiscoWebEx
July 7, 2020
7:00 p.m.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) July 14, 2020 Study Session
 - b) July 21, 2020 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes: None.
 - b) Approval of Warrant List dated June 12 – July 2, 20203
 - c) Annual Outdoor Seating Permits4
- 8) Ordinances and Resolutions
 - a) Ordinance No. M-9-2020: Approving a Final Plat of Subdivision and Variation – 1165, 1171, and 1177 Ash Street (Introduction and Adoption).....6
 - b) Ordinance No. M-10-2020: Approving a Variation 700 Elm – Hadley LLC (Introduction and Adoption)53
 - c) Resolution No. R-44-2020: Approving a Contract with Siemens Industry, Inc. for the Purchase of 15kv Switchgear (Adoption).....149
 - d) Resolution No. R-45-20: Approving an Agreement with ComEd for the Installation of an Interconnection and Related Services at the Northfield Electric Substation (Adoption)261
- 9) Old Business: None.

NOTICE

All agenda materials are available at villageofwinnetka.org (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2nd floor). Webcasts of the meeting may be viewed on the Internet via a link on the Village’s web site: <https://www.villageofwinnetka.org/AgendaCenter>.

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, 847-716-3545; T.D.D. 847-501-6041.

- 10) New Business
- 11) Appointments
- 12) Closed Session
- 13) Adjournment

NOTICE

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Agenda Item Executive Summary

Title: Approval of Warrant List Dated June 12 - July 2, 2020

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 07/07/2020

Consent: YES NO

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

Item History:

None.

Executive Summary:

The Warrant List dated June 12 - July 2, 2020 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated June 12 - July 2, 2020.

Attachments:

None.



Agenda Item Executive Summary

Title: 2020 Outdoor Seating Area Permits - New & Revised

Presenter: David Schoon, Community Development Director, and Kristin Kazenas, Assistant Village Manager

Agenda Date: 07/07/2020

Consent: YES NO

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

Item History:

April 21, 2020 - Annual Outdoor Seating Permit Approvals for 2020

Executive Summary:

On July 7 the Village Council is scheduled to retroactively approve outdoor seating areas on public rights-of way per Section 12.04.070 of the Village Code. These outdoor seating areas are either new or significantly changed since the Council approved the annual outdoor seating permits on April 21, 2020.

BACKGROUND

On May 29, 2020, the Governor issued an Executive Order that allowed limited outdoor food and beverage service (“Outdoor Service”) during Phase 3 of the Restore Illinois Plan. In response to the order, the Village President issued an Order authorizing Village personnel to temporarily allow flexibility to food and beverage service establishments, and to not strictly enforce applicable provisions of the Winnetka Village Code (“Code”), including the Zoning Ordinance, to assist restaurants to more easily provide outdoor services during the COVID-19 emergency.

Since May 29, Village staff has assisted many food establishments, as well as other businesses, with the establishment of activities on the public right-of-way. The administratively-approved uses of the public right-of-way include use of the public sidewalk, on-street public parking spaces, or a portion of a street.

Section 12.04.070 of the Village Code requires Village Council approval for the use of the public right-of-way. As previously stated, the Supplemental Order Allowing Outdoor Dining allows the Village Manager to grant temporary use of public rights-of-way in order to allow businesses to provide outdoor service areas in a timely manner.

Attachment 1 includes a list of new and revised outdoor seating area applicants.

Recommendation:

Consider approval of the new and revised outdoor seating permit applications for the 2020 outdoor seating area season.

Attachments:

Attachment 1: New & Revised 2020 Outdoor Seating Applicants

2020 Outdoor Seating Areas - Additional Approvals

| Name | Business Address | Sidewalk/ On-Street Parking/ Street | Outdoor Seating Location | 2020 Season Tables/Chairs |
|----------------------------------|---------------------|-------------------------------------|---|---------------------------|
| Avli - New | 566 Chestnut St | Sidewalk | Along Spruce Street in front of Classic Kids & Valentina | 6/24 |
| The Book Bin - New | 811 Elm St. | Sidewalk | In front of business | 2/1 |
| Chestnut Florist - New | 547 Chestnut St. | Sidewalk | In front of business | 1/2 |
| Good Grapes - Adjustment | 821 Chestnut Ct | Sidewalk | In front of business | 10/20 |
| Original Green Bay Café - New | 568 Green Bay Rd | Sidewalk | In front of restaurant & small portions of Fred's Garage frontage & Henry Cisneros frontage | 4/12 |
| Spa Nail City - New | 548 Lincoln | Sidewalk | In front of business | 1/2 |
| Spirit Elephant - New | 924 Green Bay Rd | Sidewalk | In front of restaurant & one table in front of adjacent business | 5/14 |
| Soupicurean - Relocated | 566 Chestnut St | Sidewalk | In front of restaurant & nearby vacant spaces. | 4/12 |
| Towne & Oak - New | 921-23 Green Bay Rd | Sidewalk | In front of restaurant | 5/20 |
| Little Ricky's - Expansion & New | 540 Lincoln | Sidewalk & On-Street Parking | In front of restaurant as well as parking spaces on Lincoln | 18/64 |
| Tocco - New | 507 Chestnut St | Street | Chestnut Court - In front of restaurant & Bella's Day Spa | 11/44 |



Agenda Item Executive Summary

Title: Ordinance No. M-9-2020: Radcliffe-Hardie Subdivision Final Plat and Variation (Introduction & Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 07/07/20

Consent: YES NO

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

Item History:

None.

Executive Summary:

On July 7, the Village Council is scheduled to consider Ordinance No. M-9-2020 in response to an application submitted by Richard and Laura Radcliffe, owners of a vacant lot at 1171 Ash Street and 1177 Ash Street; and Carl and Rebecca Hardie, owners of 1165 Ash Street. The Radcliffes and Hardies (collectively as the "Applicants") have filed an application seeking Final Subdivision Plat approval to resubdivide the three existing lots into two lots of record, together with the following relief:

1. Side yard setback of 5.58 feet from the east property line to the existing residence at 1165 Ash Street, whereas a minimum of 8.5 feet is required, a variation of 2.92 feet (34.35%) [Note: The existing residence is nonconforming with respect to the minimum required side yard setback and total side yard setbacks]; and
2. A finding of “No Material Increase Adverse Impact” for the existing detached garage at 1177 Ash Street, which observes a nonconforming west side setback and a nonconforming rear yard setback.

PLAN COMMISSION REVIEW

The Plan Commission (PC) considered the request on May 27, 2020. After hearing from the Applicants, their attorney, and receiving four emails in support of the request, by a vote of 7-0, the PC recommended approval of the final plat of subdivision and the related variations. The PC did not recommend any conditions. Minutes of the PC meeting are included as Attachment 3.

Executive Summary (continued):

ZONING BOARD OF APPEALS REVIEW

Because the proposed subdivision incorporates a request for zoning relief, the application is subject to review by the Zoning Board of Appeals (ZBA). The ZBA considered the request on June 8, 2020. After hearing from the Applicants, their attorney, and receiving five emails in support of the request, by a vote of 6-0, the ZBA recommended approval of the requested relief. Draft minutes of the ZBA meeting are included as Attachment 4.

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.

Given the PC and ZBA unanimously recommended approval of the Final Subdivision Plat and the related variations, this item has been placed on the Council agenda for the Council to consider waiving introduction and adopting the Ordinance at the July 7 meeting.

Recommendation:

Consider waiving introduction and adoption of Ordinance No. M-9-2020 OR consider introduction of Ordinance No. M-9-2020.

The Ordinance would approve a final plat of subdivision and a zoning variation to allow the resubdivision of 1165, 1171 and 1177 Ash Street into two Lots of Record.

Attachments:

Attachment 1: Ordinance No. M-9-2020

Attachment 2: ZBA Staff Report and Attachments for the June 8 ZBA Meeting

Attachment 3: Excerpt of May 27, 2020 PC meeting minutes

Attachment 4: Excerpt of draft June 8, 2020 ZBA meeting minutes

Attachment 5: Public Correspondence received subsequent to distribution of ZBA Staff Report

AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND GRANTING A VARIATION FROM THE WINNETKA ZONING ORDINANCE (1165, 1171, and 1177 Ash Street)

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, Richard and Laura Radcliffe (the "**Radcliffe's**"), are the record title owners of the parcel of real property commonly known as 1177 Ash Street, which consists of 9,005 square feet, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Radcliffe Parcel**"); and

WHEREAS, Carl and Rebecca Hardie (the "**Hardie's**"), are the record title owners of the parcel of real property commonly known as 1165 Ash Street, which consists of 10,805 square feet, and legally described in Exhibit A ("**Hardie Parcel**"); and

WHEREAS, the Radcliffe's are also the record title owners of the vacant parcel of real property situated between the Radcliffe Parcel and the Hardie Parcel, commonly known as 1171 Ash Street, which consists of 9,005 square feet, and legally described in Exhibit A ("**Vacant Parcel**") (the Radcliffe Parcel, Hardie Parcel, and Vacant Parcel are, collectively, the "**Subject Property**"); and

WHEREAS, the Subject Property is located within the R-5 Single Family Residential District of the Village ("**R-5 District**"); and

WHEREAS, the Radcliffe's wish to convey the easternmost 25 feet of the Vacant Parcel to the Hardie's (together with the Hardie Parcel, the "**Proposed Hardie Lot**") (the remaining portion of the Vacant Parcel together with the Radcliffe Parcel is the "**Proposed Radcliffe Lot**"); and

WHEREAS, the Radcliffe's and the Hardie's (collectively, the "**Applicants**") desire to: (i) subdivide the Vacant Parcel; and (ii) consolidate their respective shares of the Vacant Parcel into the Proposed Radcliffe Lot and the Proposed Hardie Lot ("**Proposed Subdivision**"); and

WHEREAS, pursuant to Section 17.30.060 of the Zoning Ordinance, lots with an average lot width that is more than 60 feet, but less than 100 feet, must have a side yard setback of at least ten percent of the average lot width, thus, requiring a side yard setback of 8.5 feet for the Proposed Hardie Lot; and

WHEREAS, the Proposed Subdivision results in a side yard setback of 5.58 feet for the Proposed Hardie Lot, in violation of Section 17.30.060 of the Zoning Ordinance; and

WHEREAS, currently, the Radcliffe Parcel has a legal nonconforming rear and side yard setback for the existing garage of 1.62 feet and 1.33, respectively (collectively, “*Legal Nonconformity*”); and

WHEREAS, the Applicants filed an application with the Village for: (i) approval of a final plat of subdivision for the Proposed Subdivision (“*Final Plat*”); and (ii) a zoning variation from Section 17.30.060 of the Zoning Ordinance to permit the Proposed Hardie Lot to have a side yard setback of 5.58 feet (“*Variation*”) (collectively, the “*Requested Relief*”); and

WHEREAS, on May 27, 2020, after due notice thereof, the Winnetka Plan Commission held a virtual public hearing on the proposed Final Plat; and

WHEREAS, pursuant to Section 16.12.010.D.4 of the Winnetka Village Code, as amended, the Plan Commission determined that the Legal Nonconformity, in the context of the proposed Final Plat, would not result in a material increased adverse impact upon the public health, safety, or welfare; and

WHEREAS, on May 27, 2020, the Plan Commission, by a vote of seven members in favor and none opposed, recommended that the Council of the Village of Winnetka (“*Village Council*”) approve the Final Plat; and

WHEREAS, on June 8, 2020, after due notice thereof, the Zoning Board of Appeals conducted a virtual public hearing on the Variation and, by a vote of six members in favor and none opposed, recommended that the Village Council approve the Variation; and

WHEREAS, while the Proposed Radcliffe Lot will remain nonconforming to the Zoning Ordinance, pursuant to Section 16.12.010(D) of the “Winnetka Village Code of 1999,” as amended (“*Village Code*”), such nonconformities in the context of the Requested Relief, will not result in a material increased adverse impact upon the public health, safety or welfare; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve the Requested Relief, subject to and in strict accordance with the terms and conditions of this Ordinance;

NOW, THEREFORE, the Council of the Village of Winnetka do ordain 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 FINAL PLAT. Subject to and contingent upon the conditions set forth in Section 4 of this Ordinance, and pursuant to Sections 16.04.030 and 16.08.010 of the Subdivision Ordinance and the Village’s home rule authority, the Village Council hereby approves the Final Plat, prepared by B.H. Suhr & Company, Inc., and consisting of one sheet, with a latest revision date of February 27, 2020, attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.

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SECTION 3: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Variation from Section 17.30.060 of the Zoning Ordinance to permit the Proposed Subdivision is hereby granted and ratified, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. **Compliance with Subdivision Ordinance.** The approvals granted in Section 2 and 3 of this Ordinance are subject to and conditioned upon compliance with, and the inclusion of all of the information on the Final Plat required by Chapter 16.08 of the Subdivision Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Subdivision and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, Ordinances, rules, or regulations, the Applicants 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 Applicants must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 5: EXECUTION OF FINAL PLAT. The Village Council hereby authorizes and directs the Village President and the Village Clerk, upon satisfaction of the conditions set forth in Section 4 of this Ordinance, to execute and attest, on behalf of the Village, the Final Plat.

SECTION 6: RECORDATION OF FINAL PLAT. Upon execution of the Final Plat by the Village President and the Village Clerk, as provided in Section 5 of this Ordinance, the Village Clerk is hereby directed to cause the Final Plat to be recorded in the office of the Cook County Recorder of Deeds.

SECTION 7: RECORDATION OF ORDINANCE; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance

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and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicants and each of their heirs, representatives, successors, and assigns.

SECTION 8: FAILURE TO COMPLY. Upon the failure or refusal of the Applicants to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Section 2 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Section 2 and 3 of this Ordinance unless it first provides the Applicants 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 9: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

SECTION 10: 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 11: EFFECTIVE DATE.

A. This Ordinance will be in full force and effect from and after its passage and approval as provided by law.

B. The Approvals set forth in Sections 2 and 3 of this Ordinance will be effective only upon: (i) the filing by the Applicants 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; and (ii) the approval and recording of the Final Plat.

C. In the event that the Applicants do not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 11.B 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 the Approvals granted in this Ordinance null and void and of no force or effect.

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July 7, 2020

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M-9-2020

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: _____, 2020

Passed and Approved: _____, 2020

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

RADCLIFFE PARCEL:

LOT 1 IN R. AND L. RADCLIFFE SUBDIVISION IN BLOCK 4 IN WINNETKA MANOR, IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1177 Ash Street, Winnetka, Illinois.

HARDIE PARCEL:

LOT 17 AND THE EAST 10 FEET OF LOT 16 IN BLOCK 4 IN WINNETKA MANOR, BEING A SUBDIVISION OF THE SOUTH 45 ACRES OF THE WEST 90 ACRES OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Commonly known as 1165 Ash Street, Winnetka, Illinois.

VACANT PARCEL:

LOT 2 IN R. AND L. RADCLIFFE SUBDIVISION IN BLOCK 4 IN WINNETKA MANOR, IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1171 Ash Street, Winnetka, Illinois.

EXHIBIT B

FINAL PLAT

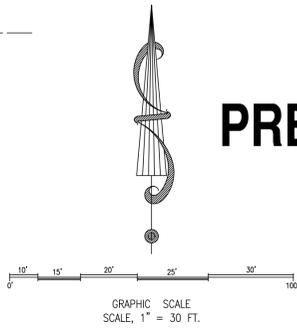
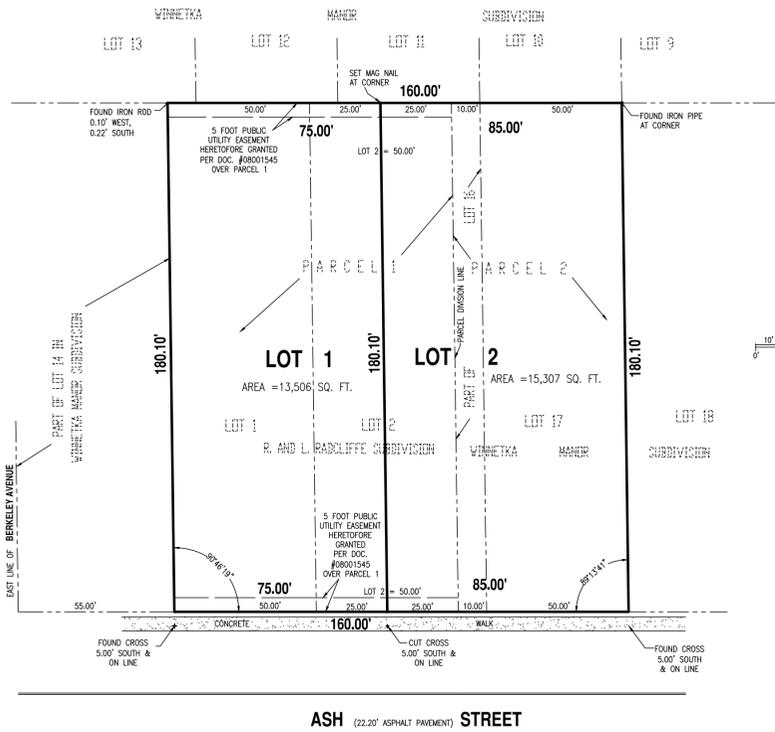
(SEE ATTACHED EXHIBIT B)

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RADCLIFFE-HARDIE SUBDIVISION

IN

THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



PRELIMINARY 5/8/2020 FOR REVIEW

VILLAGE ENGINEER CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

Approved this _____ day of _____, A.D., 20____, by the Village Engineer of the Village of Winnetka, Cook County, Illinois.

Village Engineer

VILLAGE COLLECTOR CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

I, _____, Village Collector of the Village of Winnetka, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, or any deferred installments thereon that have been apportioned against the tract of land included in this plat of Subdivision. Dated this _____ day of _____, A.D., 20____.

Village Collector

PLAN COMMISSION CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

Approved by the Village of Winnetka Plan Commission at a meeting held the _____ day of _____, A.D., 20____.

By: _____ Attest: _____
Chair Secretary

VILLAGE COUNCIL CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

Approved by the President and Council of the Village of Winnetka, Cook County, Illinois, this _____ day of _____, A.D., 20____.

By: _____ Attest: _____
Village President, Winnetka, IL. Village Clerk

WATER AND ELECTRIC DEPARTMENT CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

Approved this _____ day of _____, A.D., 20____, by the Director of the Water and Electric Department of the Village of Winnetka, Cook County, Illinois.

Water and Electric Director

PUBLIC UTILITY EASEMENT:

An easement is hereby granted to the Village of Winnetka for public utilities, in, upon, along, over and under those parts of the lots indicated on this plat and marked "utility easement," to install, construct, lay, maintain, operate, relocate, renew and remove necessary equipment for public utility purposes, together with the rights of ingress to and egress from the easement, and the right to trim and remove such trees, bushes, shrubs and landscaping, as may be reasonably required incidental to the installation and maintenance of utility facilities. The easement may be used for gardens, shrubs, landscaping, wooden fences, and other purposes that do not interfere with the use of the easement, but no permanent buildings or structures other than driveway and sidewalk surfaces shall be placed on the easement.

SURVEYOR CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

B. H. SUHR & COMPANY, INC., does hereby certify that it has surveyed the following described property for the purpose of Resubdividing it into Two (2) Lots as shown hereon:
Parcel 1:
Lots 1 and 2 in R. and L. Radcliffe Subdivision in Block 4 in Winnetka Manor, in the Northwest quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:
Lot 17 and the East 10 feet of Lot 16 in Block 4 in Winnetka Manor, being a subdivision of the South 45 acres of the West 90 acres of the Northwest quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Dimensions are shown in feet and decimal parts thereof and are correct at 62 degrees Fahrenheit.
It, further certifies that this property is situated in Special Flood Hazard Area Zone A without BFE, as designated by Flood Insurance Rate Map No. 17031C0251J, effective date: August 19, 2008.
It, further certifies that the property shown on the plat hereon drawn is within the Village of Winnetka, Illinois, which has adopted a Village Plan.

Dated at Northbrook, Illinois, this XXth day of MARCH, A.D., 20__.

B. H. SUHR & COMPANY, INC.
LAND SURVEYORS

By: _____
RAYMOND R. HANSEN
Illinois Professional Land Surveyor No. 035-002542
License Expiration Date 11/30/2020

The undersigned hereby authorize the Village of Winnetka and/or its designated agents to record this Plat of Subdivision with the Office of the Cook County Recorder of deeds on behalf of the undersigned.

B. H. SUHR & COMPANY, INC.
LAND SURVEYORS

By: _____
RAYMOND R. HANSEN
Illinois Professional Land Surveyor No. 035-002542
License Expiration Date 11/30/2020

OWNER CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

We, Richard P. Radcliffe and Laura R. Radcliffe, husband and wife respectively, do hereby certify that we are Owners of record of part of the property described hereon, and that we have caused the same to be surveyed for the purpose of subdividing it into two (2) lots as shown hereon.

Dated this _____ day of _____, A.D., 20____.

Richard Radcliffe Laura Radcliffe

NOTARY CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Richard P. Radcliffe and Laura R. Radcliffe, husband and wife respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Owners, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the use and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, A.D., 20____.

NOTARY PUBLIC

OWNER CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

We, Carl Hardie and Rebecca Hardie, husband and wife respectively, do hereby certify that we are Owners of record of part of the property described hereon, and that we have caused the same to be surveyed for the purpose of subdividing it into two (2) lots as shown hereon.

Dated this _____ day of _____, A.D., 20____.

Carl Hardie Rebecca Hardie

NOTARY CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Carl Hardie and Rebecca Hardie, husband and wife respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Owners, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the use and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, A.D., 20____.

NOTARY PUBLIC

MORTGAGEE CERTIFICATE:

STATE OF _____ }
COUNTY OF _____ }SS.

(Print mortgagee name) _____,
as Mortgagee, under the provisions of a certain mortgage Dated _____ A.D. 20____

and recorded in the Recorder of Deeds office of _____ County, Illinois on the _____ day of _____, A.D., 20____ as Document No. _____

(Date) (Month) (Year)
hereby consents to and approves the subdivision of the land and the granting of the easement(s) depicted hereon.

Dated this _____ day of _____, A.D., 20____.

Print Mortgagee name: _____

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

NOTARY CERTIFICATE:

STATE OF _____ }
COUNTY OF _____ }SS.

The undersigned, a notary public in the county and state aforesaid, do hereby certify that

(Name) _____ (Title) _____
of _____ and (Name) _____

(Title) _____ of _____
who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

(Title) _____ and (Title) _____ respectively,
appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act

of said _____, as Mortgagee, for the uses and purposes therein set forth.

Given under my hand and seal

This _____ day of _____, 20____.

| | |
|---|--|
| B.H. SUHR & COMPANY, INC. | |
| R. R. HANSEN MEMBER: I.P.L.S.A. N.S.P.S. | SURVEYORS ESTABLISHED 1911 450 SKOKIE BLVD. SUITE 105, NORTHBROOK, ILLINOIS, 60062 TEL. (847) 864-6315 / FAX (847) 864-9341 E-MAIL: SURVEYOR@BHSUHR.COM |
| LOCATION 1165-1177 ASH STREET ORDER No. 20-005-SUB | SURVEY DATE, MARCH 20 20 ORDERED BY: RICHARD AND LAURA RADCLIFFE |
| Professional Design Firm License No. 184.008027-0008 | |

PRELIMINARY 5/8/2020 FOR REVIEW

| | | | |
|--------------------|--------------------------|--------------------------|-------------------------------------|
| EXISTING P.L.N.'S | LOT 1: SEND TAX BILL TO: | LOT 2: SEND TAX BILL TO: | SUBMITTED BY AND RETURN PLAT TO: |
| 05-20-116-037-0000 | RL RADCLIFFE | CARL AND REBECCA HARDIE | VILLAGE OF WINNETKA |
| 05-20-116-038-0000 | 1177 ASH STREET | 1165 ASH STREET | DEPARTMENT OF COMMUNITY DEVELOPMENT |
| 05-20-116-031-0000 | WINNETKA, ILLINOIS 60093 | WINNETKA, ILLINOIS 60093 | 510 GREEN BAY ROAD |
| | | | WINNETKA, IL 60093 |

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Richard and Laura Radcliffe (the "**Radcliffe's**"), are the record title owners of the parcel of real property commonly known as 1177 Ash Street, which consists of 9,005 square feet, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Radcliffe Parcel**"); and

WHEREAS, Carl and Rebecca Hardie (the "**Hardie's**"), are the record title owners of the parcel of real property commonly known as 1165 Ash Street, which consists of 10,805 square feet, and legally described in Exhibit A ("**Hardie Parcel**"); and

WHEREAS, the Radcliffe's are also the record title owners of the vacant parcel of real property situated between the Radcliffe Parcel and the Hardie Parcel, commonly known as 1171 Ash Street, which consists of 9,005 square feet, and legally described in Exhibit A ("**Vacant Parcel**") (the Radcliffe Parcel, Hardie Parcel, and Vacant Parcel are, collectively, the "**Subject Property**"); and

WHEREAS, the Radcliffe's wish to convey the easternmost 25 feet of the Vacant Parcel to the Hardie's (together with the Hardie Parcel, the "**Proposed Hardie Lot**") (the remaining portion of the Vacant Parcel together with the Radcliffe Parcel is the "**Proposed Radcliffe Lot**"); and

WHEREAS, the Radcliffe's and the Hardie's (collectively, the "**Applicants**") desire to: (i) subdivide the Vacant Parcel; and (ii) consolidate their respective shares of the Vacant Parcel into the Proposed Radcliffe Lot and the Proposed Hardie Lot ("**Proposed Subdivision**"); and

WHEREAS, the Applicants filed an application with the Village for: (i) approval of a final plat of subdivision for the Proposed Subdivision ("**Final Plat**"); and (ii) a zoning variation from Section 17.30.060 of the Zoning Ordinance to permit the Proposed Hardie Lot to have a side yard setback of 5.58 feet ("**Variation**") (collectively, the "**Requested Relief**"); and

WHEREAS, Ordinance M-9-2020, adopted by the Village Council on _____, 2020 ("**Ordinance**"), approved the Requested Relief; and

WHEREAS, Section 11 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicants have 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 Applicants do hereby agree and covenant as follows:

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

{00115593.2}

2. The Applicants 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 Applicants 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 approval of the Final Plat and grant of the Variation 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 Applicants against damage or injury of any kind and at any time.

4. The Applicants do 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 approving the Final Plat and granting the Variation.

5. The Applicants 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.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2020

ATTEST: RICHARD RADCLIFFE

By: _____

ATTEST: LAURA RADCLIFFE

By: _____

ATTEST: CARL HARDIE

By: _____

ATTEST: REBECCA HARDIE

By: _____



MEMORANDUM VILLAGE OF WINNETKA

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: JUNE 1, 2020
SUBJECT: CASE NO. 20-17-SD: 1165, 1171 AND 1177 ASH STREET - FINAL PLAT APPROVAL - RADCLIFFE-HARDIE SUBDIVISION

INTRODUCTION

On June 8, 2020, the Zoning Board of Appeals is scheduled to hold a virtual public hearing, in accordance with social distancing requirements and Governor Pritzker's Executive Order, on an application submitted by Richard and Laura Radcliffe, as the owners of the properties located at 1171 Ash Street (a vacant lot) and 1177 Ash Street, and Carl and Rebecca Hardie, as the owners of the property located at 1165 Ash Street, (collectively the "Subject Property"). The Radcliffes and Hardies (collectively as the "Applicants") have filed an application seeking Final Subdivision Plat approval to resubdivide the three existing lots into two lots of record, together with the following relief:

1. A variation to permit the existing residence at 1165 Ash Street (Proposed Lot 2) to observe less than the minimum required side yard setback from the east property line, which is due to an increase in the minimum required side yard setback as a result of the proposed increase in total lot area and increase in average lot width [Note: The existing residence is nonconforming with respect to the minimum required side yard setback and the total side yard setbacks]; and
2. 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 May 27, 2020, the PC considered the application and unanimously recommended approval of the request. Details of the PC's review of the application are provided on page 9 of this report. The ZBA is charged with making a recommendation to the Village Council regarding the zoning variation.

A mailed notice was sent to property owners within 250 feet in compliance with the Zoning Ordinance. The meeting was also noticed in the *Winnetka Talk* on May 21, 2020. As of the date of this memo, staff has received four written comments from the public regarding this application. These comments are provided in Attachment F of this report.

PROPERTY DESCRIPTION

The Subject Property is located on the north side of Ash Street between Glendale Avenue and Berkeley Avenue, is zoned R-5 Single Family Residential, and currently consists of three buildable lots measuring 10,805 square feet (1165 Ash Street), 9,005 square feet (1171 Ash Street - vacant lot) and 9,005 square feet (1177 Ash Street). 1165 Ash Street and 1177 Ash Street are each improved with a single family residence, built in 1937 and 1939 respectively, while 1171 Ash Street is a vacant lot located between the two developed lots. The existing parcels and improvements are depicted in Figure 1 below.

The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The current R-5 zoning is consistent with the Comprehensive Plan.

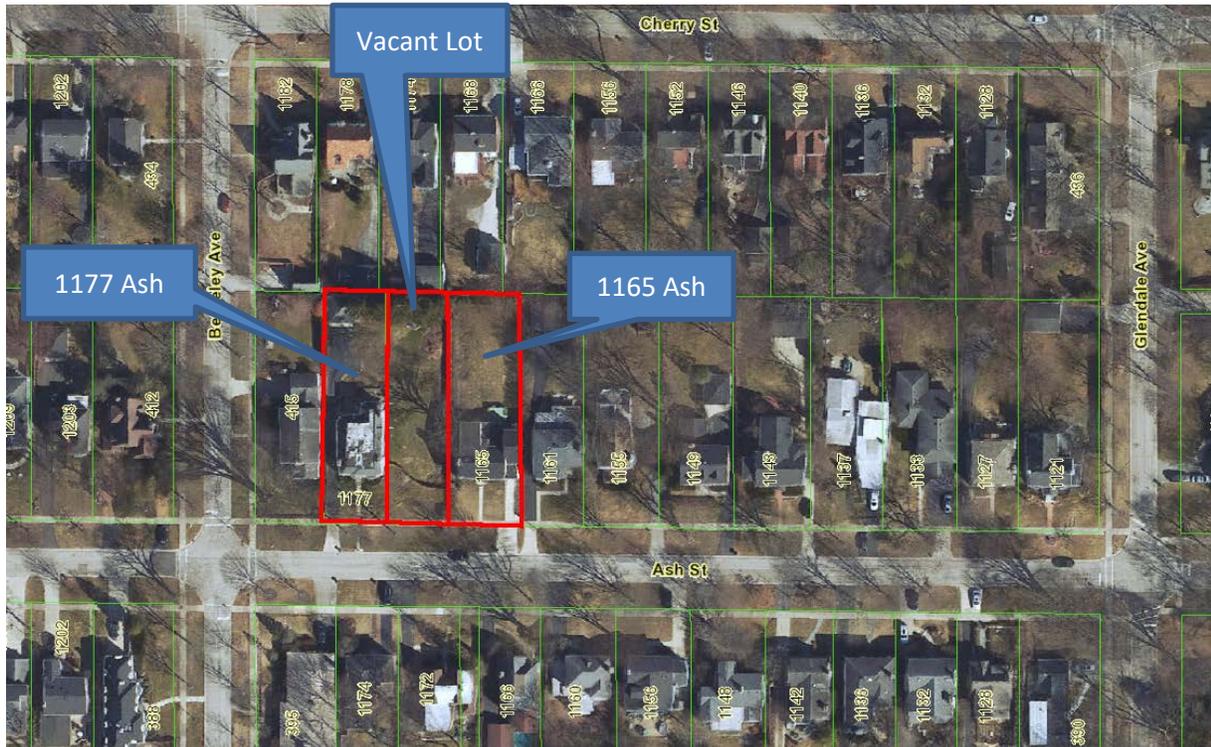


Figure 1 – Existing three lots

GENERAL DESCRIPTION OF PROPOSED PLAT OF SUBDIVISION

The Radcliffes reside at 1177 Ash Street, which they acquired in 1989 along with the adjacent vacant lot to the east at 1171 Ash Street. The Hardies reside at 1165 Ash Street, which they acquired in 2016. The Applicants are proposing to divide the 50-foot wide vacant lot (1171 Ash Street) between their respective lots. If approved, the two new lots of record would measure 15,307 square feet (1165 Ash Street) and 13,506 square feet (1177 Ash Street). All existing improvements would remain. At this time, no additional improvements are proposed by the Applicants. The proposed subdivision is represented in Figure 2 on the following page. An excerpt of the proposed Radcliffe-Hardie Subdivision is also provided in Figure 3.



Figure 2 – Proposed subdivision (map view)

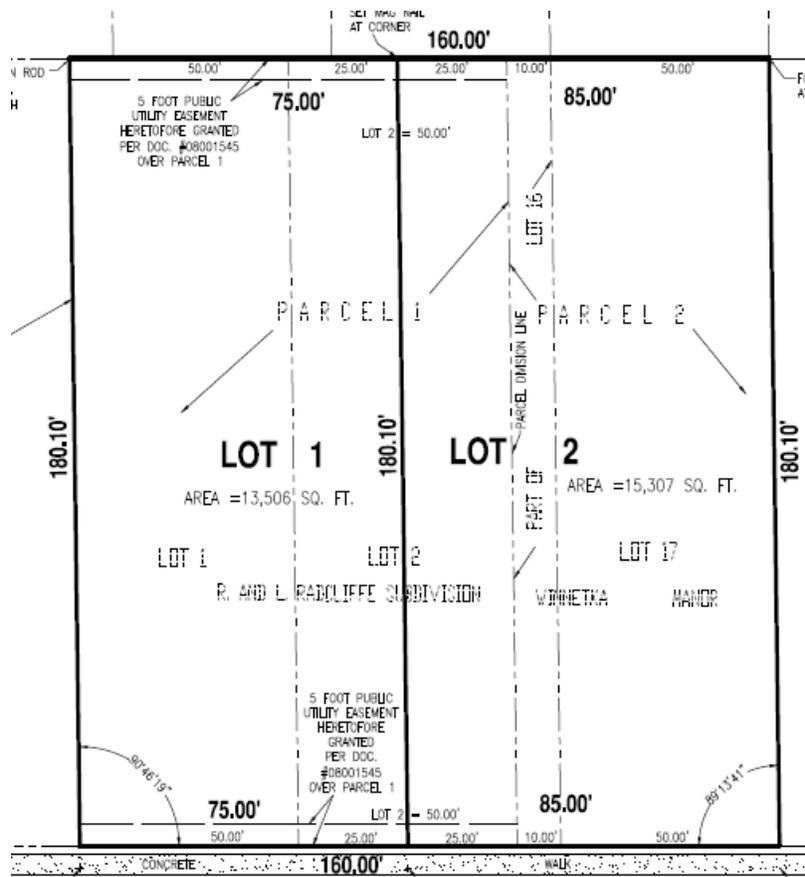


Figure 3 – Excerpt of Proposed Radcliffe-Hardie Subdivision Plat

DESCRIPTION OF ZONING STANDARDS

The Subject Property is located in the R-5 Single Family Residential zoning district, which is one of five different single family residential zoning classifications in the Village. The R-5 zoning district provides for the densest form of single-family development compared to most other residential zoning districts, with the R-5 zoning district’s purpose statement describing the district as demonstrating a “an intense suburban” character.

Residential Zoning Hierarchy

A comparison of the Village’s five different residential zoning classifications (Table 1 below) 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

The Subject Property is surrounded by lots that are similarly zoned for smaller lot sizes called for in the R-5 zoning district (minimum lot area of 8,400 square feet), as depicted below in Figure 4.

| 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 4 – 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 Radcliffe Hardie Subdivision **fully complies** with minimum lot area, lot width and lot depth requirements as summarized below in Table 2. It should also be noted that the existing 1177 Ash parcel and the vacant lot, are both nonconforming with respect to the minimum required lot width of 60 feet, with existing lot widths of 50 feet. **The proposed subdivision would eliminate two nonconforming lots and create two conforming lots.**

| <i>Table 2 R-5 Zoning Standards</i> | | <i>Proposed Lot 1 1177 Ash</i> | <i>Proposed Lot 2 1165 Ash</i> |
|--|-------------------|------------------------------------|------------------------------------|
| Minimum Lot Area (Interior lot) | 8,400 square feet | 13,506 sq. ft. COMPLIES | 15,307 sq. ft. COMPLIES |
| Minimum Lot Width (average) | 60 feet | 75 feet COMPLIES | 85 feet COMPLIES |
| Minimum Lot Width (at front street line) | 20 feet | 75 feet COMPLIES | 85 feet COMPLIES |
| Minimum Lot Depth | 120 ft. | 180 feet COMPLIES | 180 feet COMPLIES |
| Minimum Rectangular Area within Lot Boundaries | | COMPLIES | COMPLIES |

Table 2 – R-5 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 Radcliffe Hardie Subdivision is summarized in Tables 3 and 4 on pages 7 and 8, indicating the extent to which the proposed resubdivided lots comply with (or fall short of) zoning standards. The item highlighted (in yellow) in Table 3 indicates 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 60 feet or less, the minimum required side yard setback is 6 feet on one side and 8 feet on the other side.

Newly created zoning nonconformity (zoning variation required) – The proposed subdivision has the effect of increasing the average lot width of 1165 Ash Street (Lot 2) to 85 feet, resulting in an increase in the required minimum side yard setback to 8.5 feet. **As a result, the proposed larger lot renders the existing 1165 Ash Street residence (which is setback 5.58 feet from the east property line), nonconforming with the new minimum side yard requirement of 8.5 feet. The existing improvements providing a minimum side yard of 5.58 feet, is deficient with the new requirement by 2.92 feet or 34.35%.**

COMPLIANCE WITH SUBDIVISION CODE STANDARDS

Pre-existing zoning nonconformity (finding of No Material Increased Adverse Impact required) – Table 3 also highlights (blue) two existing zoning nonconformities **that will remain** on the 1177 Ash Street parcel (Lot 1). The existing detached garage at 1177 Ash Street has a nonconforming west side yard setback and rear yard setback. Constructed in 1939, the garage predates the current Zoning Ordinance, which now requires detached garages located in the rear quarter of a lot in the R-5 zoning district provide setbacks of at least 2 feet. 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, Tables 3 and 4 highlight (green) four existing zoning nonconformities **that would be eliminated** with the proposed subdivision. The existing residence at 1165 Ash Street currently provides a west side yard setback of 4.8 feet and a total side yard setback of 10.8 feet. Also, the existing residence at 1177 Ash Street currently provides an east side yard setback of 4.76 feet from the east property line. Lastly, the existing improvements at 1177 Ash Street currently exceed the maximum permitted impermeable lot coverage. **The proposed Radcliffe Hardie Subdivision would eliminate all four of these existing nonconformities.**

| Table 3 – Zoning Setback Requirements | | Proposed Lot 1 1177 Ash | Proposed Lot 2 1165 Ash | <i>Existing Lot 1177 Ash</i> | <i>Existing Vacant Lot</i> | <i>Existing Lot 1165 Ash</i> |
|--|---|--------------------------------------|--|--|--------------------------------|---|
| SETBACK REQUIREMENTS | Minimum Required Front Yard Setback | 30 feet | 30 feet | 30 feet | 30 feet | 30 feet |
| | Front yard provided by existing structures | 33.58 feet | 31.93 feet | 33.58 feet | N/A | 31.93 feet |
| | Minimum Required Side Yard | 7.5 feet | 8.5 feet | 6 feet | 6 feet | 6 feet |
| | Minimum side yard provided by existing structures | 10.2 feet | 5.58 feet VARIATION OF 2.92 FEET (34.35%) | 4.76 feet EXISTING NONCONFORMITY | N/A | 4.8 feet EXISTING NONCONFORMITY |
| | Minimum Total Required Side Yards | 18.75 feet | 21.25 feet | 8 feet (remaining side yard) | 8 feet (remaining side yard) | 15 feet |
| | Total side yards provided by existing structures | 39.96 feet | 35.38 feet | 14.96 feet | N/A | 10.38 feet EXISTING NONCONFORMITY |
| | Minimum Required Rear Yard | 25 feet | 25 feet | 25 feet | 25 feet | 25 feet |
| | Rear yard provided by existing structures | 87.66 feet | 102.7 feet | 87.66 feet | N/A | 102.7 feet |
| | Minimum Rear and Side Setback for accessory structure in rear quarter | 2 feet | N/A | 2 feet | N/A | N/A |
| | Setbacks provided by existing garage | 1.62 feet (rear) 1.33 feet (side) | N/A | 1.62 feet (rear) 1.33 feet (side) | N/A | N/A |

| Table 4 – Zoning Building Size Requirements | | <i>Proposed Lot 1 1177 Ash</i> | <i>Proposed Lot 2 1165 Ash</i> | <i>Existing Lot 1177 Ash</i> | <i>Existing Vacant Lot</i> | <i>Existing Lot 1165 Ash</i> |
|--|--|------------------------------------|------------------------------------|----------------------------------|--------------------------------|----------------------------------|
| ALLOWABLE BUILDING SIZE | Maximum Allowed Gross Floor Area (GFA) | 4,516.2 sq. ft. | 4,876.4 sq. ft. | 3,602 sq. ft. | 3,421.9 sq. ft. | 3,976.2 sq. ft. |
| | GFA provided by existing structures | 3,590.88 sq. ft. | 3,679.59 sq. ft. | 3,590.88 sq. ft. | N/A | 3,679.59 sq. ft. |
| | Maximum Allowed Roofed Lot Coverage (RLC) (25% of lot area) | 3,646.62 sq. ft. | 4,132.89 sq. ft. | 2,431.35 sq. ft. | 2,251.25 sq. ft. | 2,917.62 sq. ft. |
| | RLC provided by existing structures | 2,058.75 sq. ft. | 2,115.58 sq. ft. | 2,058.75 sq. ft. | N/A | 2,115.58 sq. ft. |
| | Maximum Allowed Impermeable Lot Coverage (ILC) (50% of lot area) | 6,753 sq. ft. | 7,653.5 sq. ft. | 4,502.5 sq. ft. | 4,502.5 sq. ft. | 5,403 sq. ft. |
| | ILC provided by existing structures | 4,670.63 sq. ft. | 2,825.64 sq. ft. | 4,670.63 sq. ft. | N/A | 2,825.64 sq. ft. |

STORMWATER

The proposed subdivision consists of subdividing three lots into two larger lots. The lots are located in the 100-year flood plain. As previously mentioned, currently no new improvements are proposed on the two lots. Any future improvements will be evaluated by Village Engineering staff for compliance with the Village Flood Hazard Protection Ordinance as well as the Village stormwater regulations upon submittal of permits necessary for such improvements. Figure 5 below represents the Subject Property’s location in the 100-year flood plain. The grey represents the 100-year flood area and the purple represents the 500-year flood area.



Figure 5 – GIS Floodplain Map

CONSIDERATION BY PLAN COMMISSION

On May 27, 2020, the Plan Commission (PC) held a virtual public meeting and considered the Applicants’ request. After hearing from the Applicants, and having four emails from the public read into the record, the PC recommended, by a vote of 7-0, approval of the final plat of subdivision and associated variations. The PC did not recommend any conditions.

REQUESTED ZONING CONSIDERATION

The Applicants are requesting approval of the following zoning standard of the Zoning Ordinance in order to allow the subdivision of the Subject Property, which would resubdivide three existing lots into two Lots of Record:

1. Side yard setback of 5.58 feet from the east property line to the existing residence at 1165 Ash Street, whereas a minimum of 8.5 feet is required, a variation of 2.92 feet (34.35%) [Section 17.30.060 – Side Yard Setback].

FINDINGS

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

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

1. Side yard setback of 5.58 feet from the east property line to the existing residence at 1165 Ash Street, whereas a minimum of 8.5 feet is required, a variation of 2.92 feet (34.35%) [Section 17.30.060 - Side Yard Setback]

The Zoning Board of Appeals finds, based on evidence in the record or a public document, that the variation requested is **in harmony [not in harmony]** with the general purpose and intent of the Zoning Ordinance and that each of the following eight standards on which evidence is required pursuant to Section 17.60.050 of this Code **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 Subdivision (Radcliffe-Hardie Subdivision)

Attachment C: Plat of Survey of Proposed Subdivision

Attachment D: Plat of Survey of existing improvements (1165 Ash Street)

Attachment E: Plat of Survey of existing improvements (1171 Ash Street (vacant) and 1175 Ash Street)

Attachment F: Public Correspondence

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBDIVISION/CONSOLIDATION APPLICATION

Case No. 20-17-SD

Property Information

Site Address: 1171 Ash Street (vacant lot) and 1177 Ash Street Winnetka IL

Parcel Identification Number(s) (PIN): 05-20-116-038-0000 (vacant lot) and 05-20-116-037-0000

Property Owner Information

Name: Richard P. and Laura R. Radcliffe

Primary Contact: Richard &/or Laura Radcliffe

Address: 1177 Ash Street

City, State, Zip: Winnetka IL 60093

Phone No. [REDACTED]

Email: [REDACTED]

Date owner acquired property: 10/28/1989

Architect Information

Name: n/a

Primary Contact: _____

Address: _____

City, State, ZIP: _____

Phone No. _____

Email: _____

Surveyor Information

Company Name: B.H. Suhr & Company

Primary Contact: Ray Hansen

Address: 450 Skokie Blvd., Suite 105

City, State, Zip: Northbrook IL 60062

Phone No. 847 864-6315

Email: surveyor@bhsuhr.com

Attorney Information

Name: Law Office of Todd J. Stephens, PC

Primary Contact: Todd J. Stephens

Address: 833 Elm St., Suite 205

City, State, Zip: Winnetka IL 60093

Phone No. 847 446-3100

Email: Todd@WinnetkaLawOffices.com

Property Owner Signature

[REDACTED SIGNATURE]

Date: March 10, 2020

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBDIVISION/CONSOLIDATION APPLICATION

Case No.20-17-SD

Property Information

Site Address: 1165 Ash St.

Parcel Identification Number(s) (PIN): 05-20-116-031-0000

Property Owner Information

Name: Carl & Rebecca Hardie

Primary Contact: Carl Hardie

Address: 1165 Ash St.

City, State, Zip: Winnetka, IL 60093

Phone No. [REDACTED]

Email: [REDACTED]

Date owner acquired property: _____

Architect Information

Name: N/A

Primary Contact: _____

Address: _____

City, State, ZIP: _____

Phone No. _____

Email: _____

Surveyor Information

Company Name: B.H. Suhr & Company Inc.

Primary Contact: Raymond Hansen

Address: 450 Skokie Blvd., Suite 105

City, State, Zip: Northbrook, IL 60062

Phone No. 847-864-6315

Email: surveyor@bhsuhr.com

Attorney Information

Name: Todd Stephens Winnetka Law Offices

Primary Contact: Todd Stephens

Address: 833 Elm St. #205

City, State, Zip: Winnetka, IL 60093

Phone No. 847-446-3100

Email: toddstephens@winnetkalawoffices.com

Property Owner Signature: [REDACTED]

Date: 3/10/20

Proposed Subdivision of Vacant 50' Lot at 1171 Ash Street Between 1177 Ash Street and 1165 Ash Street

We, Richard and Laura Radcliffe, live at 1177 Ash Street (built in 1939) and are long time residents of Winnetka having purchased our home and the adjacent east lot (1171 Ash) in 1989 from Laura's parents. Her parents purchased 1177 Ash Street and the adjacent east lot in 1962 and Laura grew up there. We are interested in selling our next-door neighbors, the Hardies, the east 25' of our vacant lot (1171 Ash).

We, Carl and Rebecca Hardie, live at 1165 Ash Street (built in 1937). We purchased our home in 2016. We are interested in acquiring the east 25' of the vacant lot (1171 Ash Street) owned by the Radcliffes. The Radcliffes would retain the west 25' of the 1171 Ash Street vacant lot after the subdivision.

The 1171 Ash Street vacant lot is located in the Winnetka Manor Subdivision that was originally created in 1926. According to the Sidwell Map, lots in the Winnetka Manor Subdivision along Ash Street range from 75' wide to 50' wide. The character of the neighborhood was established by the late 1930's since most of the homes were built between 1926 and the late 1930's. The proposed subdivision of 1171 Ash Street (vacant lot) would create a 75' wide lot (50' plus 25') at 1177 Ash Street and an 85' wide lot (60' plus 25') at 1165 Ash Street maintaining the open space and green space that has existed in the neighborhood since the homes were built in the 1930's.

The proposed subdivision would preserve the existing character of the neighborhood; it would preserve and enhance the quantity and quality of open space. The proposed subdivision would also minimize the adverse impact on the neighborhood by not adding another single-family residence that would contribute to increased traffic, congestion and additional storm water that would cause an additional burden on the village infrastructure.

Thank you for your time in considering this application for subdivision. We hope you will agree that it will be of benefit to our neighborhood. Please let us know if you have any questions regarding our request.

X

Richard Radcliffe

X

Laura Radcliffe

X

Carl Hardie

X

Rebecca Hardie

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 20-17-SD

Property Information

Site Address: 1165 Ash Street

Owner Information

Name: Carl & Rebecca Hardie

Address: 1165 Ash St.

City, State, ZIP: Winnetka, IL 60093

Email: [REDACTED]

Primary Contact: Carl Hardie

Phone No. [REDACTED]

Date property acquired by owner: 05/20/2016

Architect Information

Name: N/A

Primary Contact: _____

Address: _____

City, State, ZIP: _____

Phone No. _____

Email: _____

Attorney Information

Name: Todd Stephens Winnetka Law Offices

Primary Contact: Todd Stephens

Address: 833 Elm St. #205

City, State, Zip: Winnetka, IL 60093

Phone No. 847-446-3100

Email: toddstephens@winnetkalawoffices.com

Nature of any restrictions on property: No current restrictions

Brief explanation of variation(s) requested (attach separate sheet providing additional details): Please see the attached document which explains the variations requested.

Property Owner Signature: [REDACTED]

Date: 3/11/20

March 10, 2020

Matthew Bradley, Chairperson
Zoning Board of Appeals
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Re: Zoning Variation for 1165 Ash Street

Mr. Bradley,

Please find attached a complete package of information necessary for the application for a zoning variation of the above named residence. We have also provided a detailed explanation of the variance requested below.

We own a home located at 1165 Ash St. which is located in an R-5 district. Our neighbors, Richard and Laura Radcliffe, live just west of us on Ash Street and own a house located at 1177 Ash St. The Radcliffe's also own a 50 ft. wide vacant lot that is located at 1171 Ash St. between our two residences, and they have offered to sell us half of the vacant lot. We have concurrently filed a sub-division application with the Village of Winnetka which provides all of the details for the division of this lot, but essentially it would increase the width of our property by 25 ft.

Our current lot is 60 ft. wide and our east side yard is compliant with our existing zoning. However, if the subdivision application is approved by the village and we split the lot located at 1171 Ash St., the new width of our property will be 85 ft. Consequently, the set-back on the east side of our property will no longer be compliant. So, we are seeking the necessary variation for the set-back on the east side of our property, 1165 Ash St.

At this time we are not seeking to do any renovations to our home as part of this new subdivision. However, the variation we seek is required for the new lot. Increasing the width of our property, as a component of the consolidation / re-subdivision, will create a legal non-conformity as the east side yard set-back will no longer meet the requirements of a wider lot. Thus, we are seeking a variation that recognizes the east yard set-back, which would be required after the re-subdivision of the properties (8.5 ft.), would cut across our existing home. As it is unrealistic to require us to cut off part of our home to fulfill this zoning requirement, we ask for a variance so that our home is recognized as a legal, non-conforming structure going forward.

In addition to what we have explained above, splitting the vacant lot at 1171 Ash St. will make the sizes of both the Radcliffe's lot (1177 Ash St.) and our lot (1165 Ash St.) more equal in width and provide a better balance to the neighborhood than currently exists. This will also improve the neighborhood aesthetics through an enhanced green space without impacting any of the surrounding neighbors. Additionally, it will insure that an adequate supply of light and air to the surrounding properties will not be impaired or impacted in any way.

In seeking this variation, we recognize that applying an 8.5 ft. east side yard set-back to 1165 Ash St. would literally ruin our existing home, which was built in 1937. Our plight is due to the smaller lot width requirements, which we are now seeking to enlarge. We believe that the re-subdivision of these properties, and therefore the granted variation, will not alter the essential character of the locality nor diminish the taxable value of these properties or any others in the Village. This new subdivision will not increase the hazard from fire and other damages to any property. Additionally, the subdivision will have no impact to the congestion on surrounding public streets. Lastly, this re-subdivision and corresponding variance will in no way impair the health, safety, comfort, morals and welfare of any of the inhabitants of the Village of Winnetka.

We appreciate your time and attention to this matter. Please let us know if you have any follow up questions, and feel free to contact us at the numbers listed below.

Our sincere thanks,

Carl & Becca Hardie

Carl: [REDACTED]

Becca: [REDACTED]

[REDACTED]

Carl Hardie

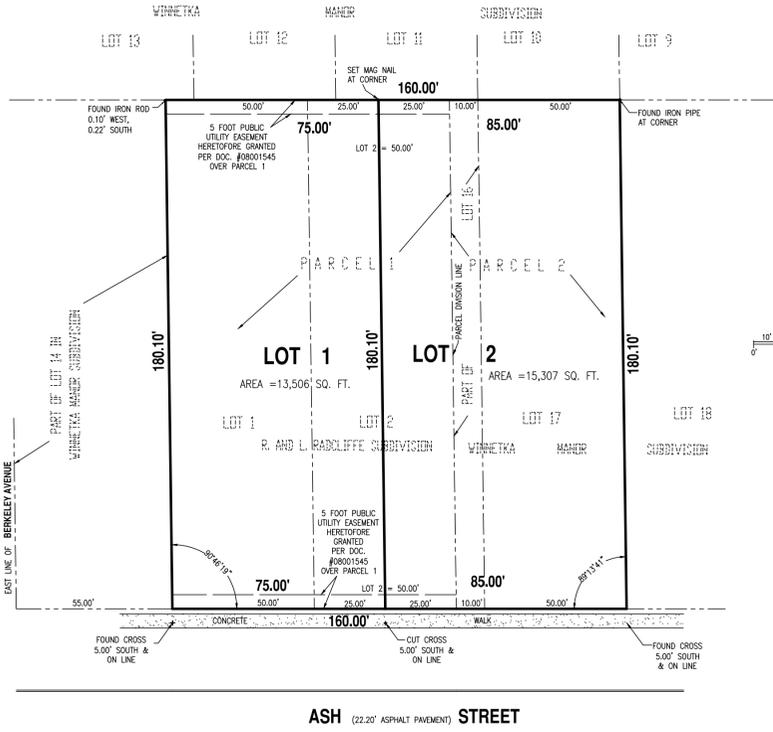
[REDACTED]

Rebecca Hardie

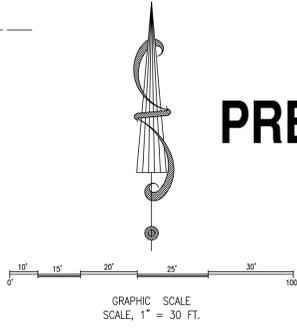
RADCLIFFE-HARDIE SUBDIVISION

IN

THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



PRELIMINARY 5/8/2020 FOR REVIEW



VILLAGE ENGINEER CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

Approved this _____ day of _____, A.D., 20____, by the Village Engineer of the Village of Winnetka, Cook County, Illinois.

Village Engineer

VILLAGE COLLECTOR CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

I, _____, Village Collector of the Village of Winnetka, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, or any deferred installments thereon that have been apportioned against the tract of land included in this plat of Subdivision. Dated this _____ day of _____, A.D., 20____.

Village Collector

PLAN COMMISSION CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

Approved by the Village of Winnetka Plan Commission at a meeting held the _____ day of _____, A.D., 20____.

By: _____ Chair Attest: _____ Secretary

VILLAGE COUNCIL CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

Approved by the President and Council of the Village of Winnetka, Cook County, Illinois, this _____ day of _____, A.D., 20____.

By: _____ Village President, Winnetka, IL. Attest: _____ Village Clerk

WATER AND ELECTRIC DEPARTMENT CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

Approved this _____ day of _____, A.D., 20____, by the Director of the Water and Electric Department of the Village of Winnetka, Cook County, Illinois.

Water and Electric Director

PUBLIC UTILITY EASEMENT:

An easement is hereby granted to the Village of Winnetka for public utilities, in, upon, along, over and under those parts of the lots indicated on this plat and marked "utility easement," to install, construct, lay, maintain, operate, relocate, renew and remove necessary equipment for public utility purposes, together with the rights of ingress to and egress from the easement, and the right to trim and remove such trees, bushes, shrubs and landscaping, as may be reasonably required incidental to the installation and maintenance of utility facilities. The easement may be used for gardens, shrubs, landscaping, wooden fences, and other purposes that do not interfere with the use of the easement, but no permanent buildings or structures other than driveway and sidewalk surfaces shall be placed on the easement.

SURVEYOR CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

B. H. SUHR & COMPANY, INC., does hereby certify that it has surveyed the following described property for the purpose of Resubdividing it into Two (2) Lots as shown hereon:
Parcel 1:
Lots 1 and 2 in R. and L. Radcliffe Subdivision in Block 4 in Winnetka Manor, in the Northwest quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:
Lot 17 and the East 10 feet of Lot 16 in Block 4 in Winnetka Manor, being a subdivision of the South 45 acres of the West 90 acres of the Northwest quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Dimensions are shown in feet and decimal parts thereof and are correct at 62 degrees Fahrenheit.
It, further certifies that this property is situated in Special Flood Hazard Area Zone A without BFE, as designated by Flood Insurance Rate Map No. 17031C0251J, effective date: August 19, 2008.
It, further certifies that the property shown on the plat hereon drawn is within the Village of Winnetka, Illinois, which has adopted a Village Plan.

Dated at Northbrook, Illinois, this XXth day of MARCH, A.D., 20____.

B. H. SUHR & COMPANY, INC.
LAND SURVEYORS

By: _____
RAYMOND R. HANSEN
Illinois Professional Land Surveyor No. 035-002542
License Expiration Date 11/30/2020

The undersigned hereby authorize the Village of Winnetka and/or its designated agents to record this Plat of Subdivision with the Office of the Cook County Recorder of deeds on behalf of the undersigned.

B. H. SUHR & COMPANY, INC.
LAND SURVEYORS

By: _____
RAYMOND R. HANSEN
Illinois Professional Land Surveyor No. 035-002542
License Expiration Date 11/30/2020

OWNER CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

We, Richard P. Radcliffe and Laura R. Radcliffe, husband and wife respectively, do hereby certify that we are Owners of record of part of the property described hereon, and that we have caused the same to be surveyed for the purpose of subdividing it into two (2) lots as shown hereon.

Dated this _____ day of _____, A.D., 20____.

Richard Radcliffe Laura Radcliffe

NOTARY CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Richard P. Radcliffe and Laura R. Radcliffe, husband and wife respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Owners, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the use and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, A.D., 20____.

NOTARY PUBLIC

OWNER CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

We, Carl Hardie and Rebecca Hardie, husband and wife respectively, do hereby certify that we are Owners of record of part of the property described hereon, and that we have caused the same to be surveyed for the purpose of subdividing it into two (2) lots as shown hereon.

Dated this _____ day of _____, A.D., 20____.

Carl Hardie Rebecca Hardie

NOTARY CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK }SS.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Carl Hardie and Rebecca Hardie, husband and wife respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Owners, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the use and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, A.D., 20____.

NOTARY PUBLIC

MORTGAGEE CERTIFICATE:

STATE OF _____ }
COUNTY OF _____ }SS.

(Print mortgagee name)
as Mortgagee, under the provisions of a certain mortgage Dated _____ A.D. 20____

and recorded in the Recorder of Deeds office of _____ County, Illinois on the _____ day of _____, A.D., 20____ as Document No. _____ (Date) (Month) (Year)

hereby consents to and approves the subdivision of the land and the granting of the easement(s) depicted hereon.

Dated this _____ day of _____, A.D., 20____.

Print Mortgagee name: _____

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

NOTARY CERTIFICATE:

STATE OF _____ }
COUNTY OF _____ }SS.

The undersigned, a notary public in the county and state aforesaid, do hereby certify that

(Name) _____ (Title) _____
of _____ and (Name) _____
(Title) _____ of _____
who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

(Title) _____ and (Title) _____ respectively,
appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act

of said _____, as Mortgagee, for the uses and purposes therein set forth.

Given under my hand and seal

This _____ day of _____, 20____.

| | | |
|---|--|--|
| B.H. SUHR & COMPANY, INC. | | |
| R. R. HANSEN MEMBER: I.P.L.S.A. N.S.P.S. | SURVEYORS ESTABLISHED 1911 450 SKOKIE BLVD. SUITE 105, NORTHBROOK, ILLINOIS, 60062 TEL. (847) 864-6315 / FAX (847) 864-9341 E-MAIL: SURVEYOR@BHSUHR.COM | Professional Design Firm License No. 184.008027-0008 |
| LOCATION 1165-1177 ASH STREET | SURVEY DATE, MARCH 20 20 | |
| ORDER No. 20-005-SUB | ORDERED BY: RICHARD AND LAURA RADCLIFFE | |
| FC © 2020 B. H. Suhr & Company, Inc. All rights reserved. | | |

PRELIMINARY 5/8/2020 FOR REVIEW

| | | | |
|---|---|--|--|
| EXISTING P.L.N.'S 05-20-116-037-0000 05-20-116-038-0000 05-20-116-031-0000 | LOT 1: SEND TAX BILL TO: RL RADCLIFFE 1177 ASH STREET WINNETKA, ILLINOIS 60093 | LOT 2: SEND TAX BILL TO: CARL AND REBECCA HARDIE 1165 ASH STREET WINNETKA, ILLINOIS 60093 | SUBMITTED BY AND RETURN PLAT TO: VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT 510 GREEN BAY ROAD WINNETKA, IL 60093 |
|---|---|--|--|

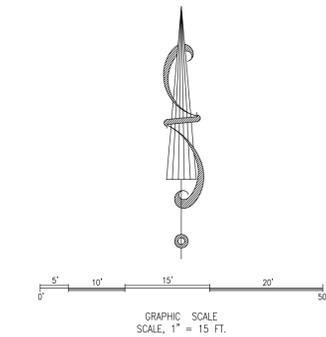
PLAT of SURVEY of PROPOSED SUBDIVISION

LEGAL DESCRIPTION:

PARCEL 1:
 LOTS 1 AND 2 IN R. AND L. RADCLIFFE SUBDIVISION IN
 BLOCK 4 IN WINNETKA MANOR, IN THE NORTHWEST QUARTER OF SECTION 20,
 TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 IN COOK COUNTY, ILLINOIS.

PARCEL 2:
 LOT 17 AND THE EAST 10 FEET OF LOT 16 IN BLOCK 4 IN WINNETKA
 MANOR, BEING A SUBDIVISION OF THE SOUTH 45 ACRES OF THE WEST 90
 ACRES OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH,
 RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
 ILLINOIS.

COMMONLY KNOWN AS:
1177, 1171 & 1165 ASH STREET, WINNETKA, ILLINOIS.



SITE NOTES:
 Area of Proposed Lot 1 = 13,506 sq. ft.
 Area of Proposed Lot 2 = 15,307 sq. ft.

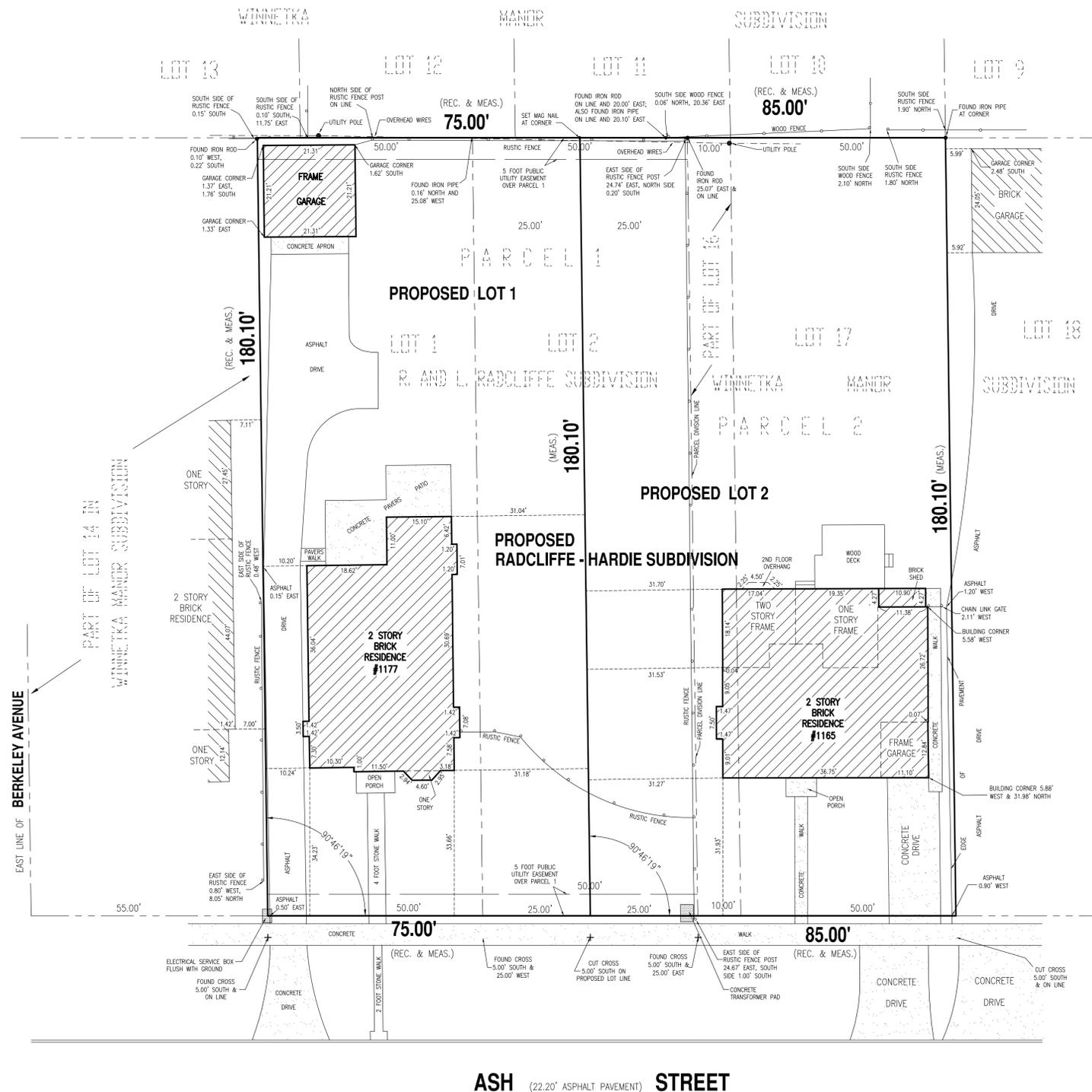
GENERAL NOTES:
 All information provided to the surveyor is shown or noted herein.

The description on this plat was provided to us by the client, and does not guarantee ownership, and should be compared to your Deed, Abstract or Certificate of Title.

All building restrictions, building lines and easements may or may not be shown, check your Deed, Abstract, Title Report, and local ordinances, no responsibility is assumed by Surveyor.

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

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



ASH STREET (22.20' ASPHALT PAVEMENT)

| | |
|--|--|
| B.H. SUHR & COMPANY, INC. | |
| R. R. HANSEN MEMBER: I.P.L.S.A. N.S.P.S. | SURVEYORS ESTABLISHED 1911 450 SKOKIE BLVD. SUITE 105, NORTHBROOK, ILLINOIS, 60062 TEL. (847) 864-6315 / FAX (847) 864-9341 E-MAIL: SURVEYOR@BHSUHR.COM |
| LOCATION 1177, 1171, 1165 ASH STREET SURVEY DATE, JANUARY 22, 2020 | Professional Design Firm License No. 194.008027-0008 |
| ORDER No. 20-005-PROPOSED SUB ORDERED BY RICHARD AND LAURA RADCLIFFE | |
| 2-27-20 - PLAT REVISED | |
| FC ©2020 B. H. Suhr & Company, Inc. All rights reserved. | |

FIELD MEASUREMENTS COMPLETED JANUARY 22, 2020

STATE OF ILLINOIS }
 COUNTY OF COOK }

This is to certify that a survey of the above described property was performed under my supervision and that the above plat correctly represents said survey. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

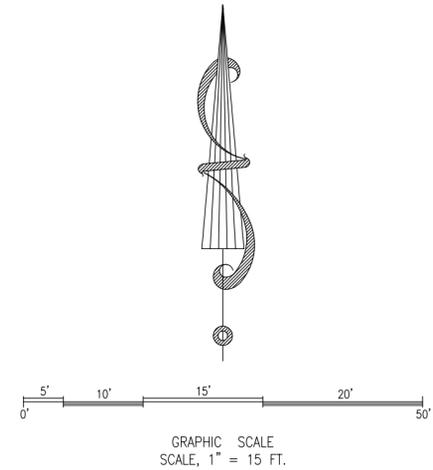
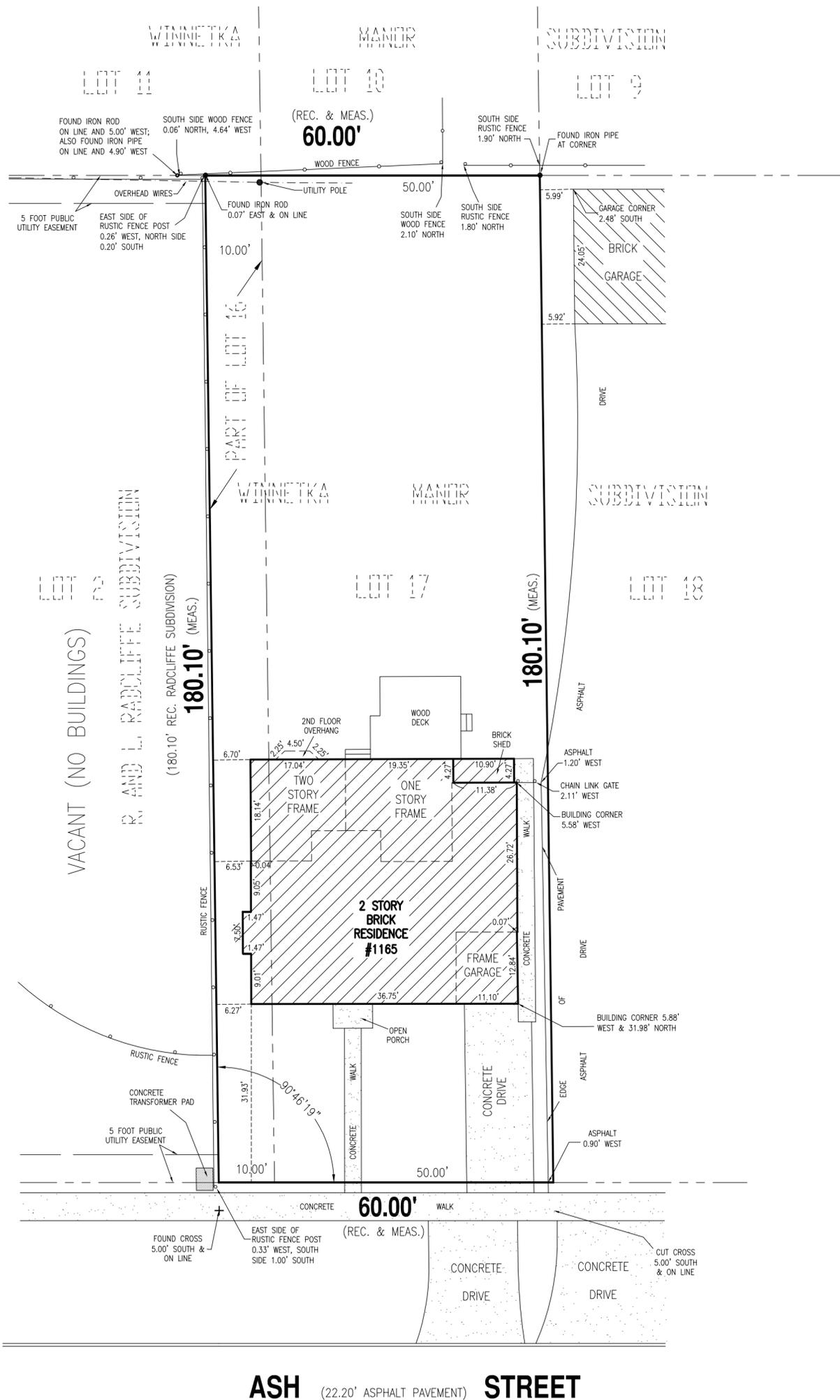
By *Raymond R. Hansen* Dated FEBRUARY 27, 2020
 Raymond R. Hansen
 Illinois Professional Land Surveyor No. 035-002542
 License Expiration Date 11/30/20



PLAT of SURVEY

LEGAL DESCRIPTION:
 LOT 17 AND THE EAST 10 FEET OF LOT 16 IN BLOCK 4 IN
 WINNETKA MANOR, BEING A SUBDIVISION OF THE SOUTH 45
 ACRES OF THE WEST 90 ACRES OF THE NORTHWEST QUARTER
 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:
1165 ASH STREET, WINNETKA, ILLINOIS.



SITE NOTES:
 Area = 10,805 sq. ft.

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

The description on this plat was provided to us by the client, and does not guarantee ownership, and should be compared to your Deed, Abstract or Certificate of Title.

All building restrictions, building lines and easements may or may not be shown, check your Deed, Abstract, Title Report, and local ordinances, no responsibility is assumed by Surveyor.

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

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

| | |
|---|--|
| B.H. SUHR & COMPANY, INC. | |
| R. R. HANSEN MEMBER: I.P.L.S.A. N.S.P.S. | SURVEYORS ESTABLISHED 1911 450 SKOKIE BLVD. SUITE 105, NORTHBROOK, ILLINOIS, 60062 TEL. (847) 864-6315 / FAX (847) 864-9341 E-MAIL: SURVEYOR@BHSUHR.COM |
| LOCATION <u>1165 ASH STREET</u> | Professional Design Firm License No. 184.008027-0008 |
| ORDER No. <u>20-005-1165</u> | SURVEY DATE, <u>FEBRUARY 25</u> 20 <u>20</u> |
| 2/25/20 - PLAT REVISED | ORDERED BY: <u>CARL AND REBECCA HARDIE</u> |
| FC © 2020 B. H. Suhr & Company, Inc. All rights reserved. | |

FIELD MEASUREMENTS COMPLETED FEBRUARY 25 20 20

STATE OF ILLINOIS }
 COUNTY OF COOK } ss.

This is to certify that a survey of the above described property was performed under my supervision and that the above plat correctly represents said survey. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

By Raymond R. Hansen Dated FEBRUARY 27 20 20

Raymond R. Hansen
 Illinois Professional Land Surveyor No. 035-002542
 License Expiration Date 11/30/20



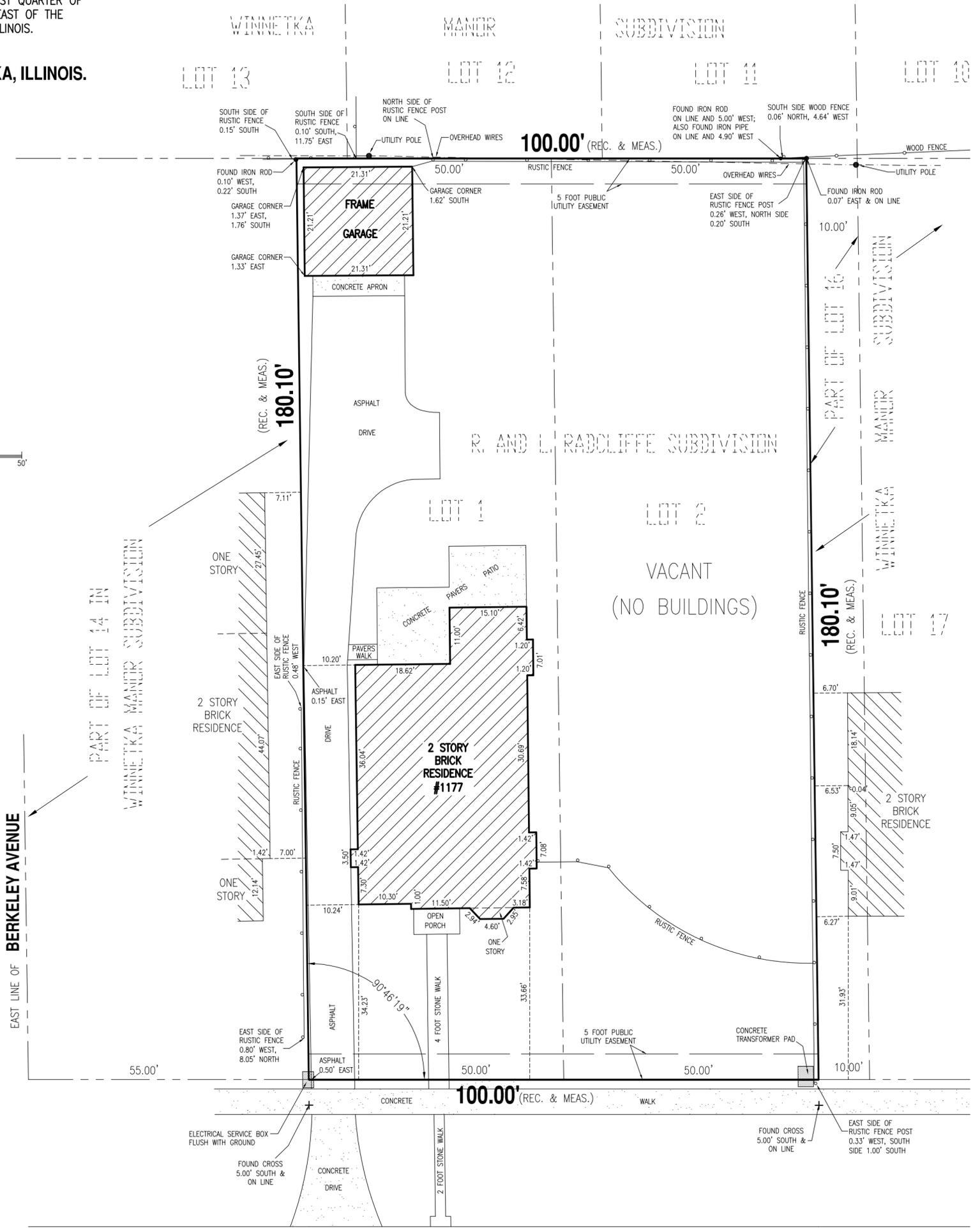
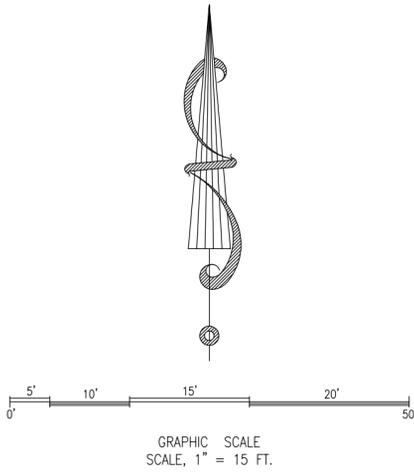
PLAT of SURVEY

LEGAL DESCRIPTION:

LOTS 1 AND 2 IN R. AND L. RADCLIFFE SUBDIVISION IN BLOCK 4 IN WINNETKA MANOR, IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

1177 & 1171 ASH STREET, WINNETKA, ILLINOIS.



SITE NOTES:
Area = 18,008 sq. ft.

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

The description on this plat was provided to us by the client, and does not guarantee ownership, and should be compared to your Deed, Abstract or Certificate of Title.

All building restrictions, building lines and easements may or may not be shown, check your Deed, Abstract, Title Report, and local ordinances, no responsibility is assumed by Surveyor.

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

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

ASH (22.20' ASPHALT PAVEMENT) STREET

| | |
|---|--|
| B.H. SUHR & COMPANY, INC. | |
| R. R. HANSEN MEMBER: I.P.L.S.A. N.S.P.S. | SURVEYORS ESTABLISHED 1911 450 SKOKIE BLVD. SUITE 105, NORTHBROOK, ILLINOIS, 60062 TEL. (847) 864-6315 / FAX (847) 864-9341 E-MAIL: SURVEYOR@BHSUHR.COM |
| Professional Design Firm License No. 184.008027-0008 | |
| LOCATION <u>1177 & 1171 ASH STREET</u> | SURVEY DATE, <u>FEBRUARY 25</u> 20 <u>20</u> |
| ORDER No. <u>20-005-1177</u> | ORDERED BY: <u>RICHARD AND LAURA RADCLIFFE</u> |
| <u>2/25/20 - PLAT REVISED</u> | |
| FC © 2020 B. H. Suhr & Company, Inc. All rights reserved. | |

FIELD MEASUREMENTS COMPLETED FEBRUARY 25 20 20

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

This is to certify that a survey of the above described property was performed under my supervision and that the above plat correctly represents said survey. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

By Raymond R. Hansen Dated FEBRUARY 27 20 20

Raymond R. Hansen
Illinois Professional Land Surveyor No. 035-002542
License Expiration Date 11/30/20



From: [REDACTED]
To: [Planning](#)
Subject: External: Case No. 20-17-SD
Date: Tuesday, May 19, 2020 1:36:56 PM

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

To the Winnetka Plan Commission:

We are long-time (47 years) residents of [REDACTED] Cherry Street in Winnetka. We received the notice regarding the above case involving the vacant lot on Ash Street.

We have two questions to put before the commission:

1. Does either resident have plans to build on their share of the lot?
2. Will present ordinances allow either resident to build on their share of the lot in the future?

We are concerned about reducing the impermeable surface of the block as we have endured flooding in the past.

Thank you for your service and for addressing these questions.

Bill and Betsy Meuer

From: [REDACTED]
To: [Planning](#)
Cc: [REDACTED]
Subject: External: Case # 20-17-50 0 1165-1177 Ash
Date: Thursday, May 21, 2020 3:01:02 PM

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

My name is Seth Reatherford. My wife Allison, children and I live at [REDACTED] Ash, directly across the street from the proposed lot to be subdivided. We are strongly supportive of the subdivision of the lot as proposed and feel that it will be a benefit to Ash street.

You are welcome to contact me with any questions or concerns.

Best regards,
Seth & Allison Reatherford
[REDACTED] Ash Street

From: [REDACTED]
To: [Planning](#)
Subject: External: Case 20-17-sd Radcliffe
Date: Tuesday, May 26, 2020 9:18:22 AM

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

We live in the [REDACTED] Berkeley Ave residence that is directly west of and adjacent to the Radcliffe's 1177 Ash St property.

We support the proposed subdivision as proposed. It is carefully planned, and will be an asset to the neighborhood.

Sally and John Weber [REDACTED] Berkeley Ave. Winnetka

From: [REDACTED]
To: [Planning](#)
Cc: [REDACTED]
Subject: External: Case 20-17-SD
Date: Tuesday, May 26, 2020 10:33:20 AM

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

Re- Subdividing Lot 1165,1171,1177 Ash Street

To Whom It May Concern,

Please be advised by way of introduction, that we are neighbors of the Hardie's and the Radcliffe's. We reside at [REDACTED] Ash Street across from the subject property. We believe that the requested subdivision of this property would result in an appropriate use of this property and would enhance the overall neighborhood.

We vote to approve, unconditionally.

Very Truly Yours,
Susan and Philip Schmidt
[REDACTED] Ash Street
Winnetka, Illinois 60093
PHONE [REDACTED]

#

**WINNETKA PLAN COMMISSION
EXCERPT OF MEETING MINUTES
May 27, 2020**

3#

4#

5#

6#

7# **Members Present:**

Tina Dalman, Chairperson

8#

Mamie Case

9#

Layla Danley

: #

Chris Foley

; #

John Golan

32#

Louise Holland

33#

Jay Vanderlaan

34#

35# **Non-voting Members Present:**

Matthew Bradley

36#

John Swierk

37#

38# **Members Absent:**

Bridget Orsic

39#

3: # **Village Staff:**

David Schoon, Director of Community Development

3; #

Brian Norkus, Assistant Director of Community

42#

Development

43#

Ann Klaassen, Senior Planner

44#

45#

46#

47# **Case No. 20-17-SD: 1165, 1171 and 1177 Ash Street. An application submitted by Richard and Laura**
48# **Radcliffe and Carl and Rebecca Hardie seeking approval of a Final Plat of Subdivision to resubdivide**
49# **the three existing lots into two lots of record and a zoning variation. The requested zoning variation**
4: # **would permit the existing residence at 1165 Ash Street to observe less than the minimum required**
4; # **side yard setback from the east property line. The Village Council has final jurisdiction on this request.**

52# Ms. Klaassen stated Richard and Laura Radcliffe, owners of 1171 Ash, the vacant lot, and 1177 Ash,
53# along with Carl and Rebecca Hardie, owners of 1165 Ash, collectively filed the application seeking final
54# subdivision plat approval. She stated the request is to subdivide the three existing lots into two lots of
55# record along with zoning relief, the first of which is a variation to permit the existing residence at 1165
56# Ash to observe less than the minimum side yard setback from the east property line due to the increase
57# in the minimum required side yard setback as a result of the proposed increase in lot area and increase
58# in average lot width. Ms. Klaassen noted the existing residence is existing nonconforming with regard to
59# the minimum required side yard setback and total side yard setbacks. She stated the second variation is
5: # a finding of no material adverse impact for the existing detached garage at 1177 Ash which observes a
5; # nonconforming west side yard setback and a nonconforming rear yard setback. Ms. Klaassen then stated
62# because the subdivision seeks zoning relief, the application is subject to review by the ZBA which is
63# scheduled for June 8, 2020.

64#

65# Ms. Klaassen then reviewed the location, zoning and size of the existing parcels. Ms. Klaassen stated
66# 1165 and 1177 Ash are each improved with a single family residence with the vacant lot in between.

67#

68# Ms. Klaassen then stated the Radcliffes reside at 1177 Ash along with the vacant lot to the east. She
69# stated the Hardies reside at 1165 Ash. Ms. Klaassen stated the petitioners are proposing to divide the 50
6: # foot wide lot between their residences and if approved, the two new lots of record would measure

#

3# 15,307 square feet for 1165 Ash (proposed Lot 2) and 13,506 square feet for 1177 Ash (proposed Lot 1).
4# She noted all existing improvements would remain and no additional improvements are proposed at this
5# time.

6#

7# Ms. Klaassen referred to the table outlining the R-5 zoning standards and stated the proposed
8# subdivision complies with minimum lot area, lot depth and lot width requirements. She stated the
9# proposed subdivision would also eliminate two nonconforming lots with 1177 and 1171 Ash being
:# nonconforming with regard to the minimum required lot width of 60 feet. Ms. Klaassen then stated as a
;# general rule, the allowable size of buildings and their setback requirements can change with any
32# modification to lot dimensions and as a result, Village staff conducts analyses of the lots and their
33# improvements to determine whether any new zoning nonconformities would be created by the
34# resubdivision and whether there are any existing nonconformities that would remain. She then stated
35# staff's analysis of the proposed subdivision is summarized in Table Nos. 3 and 4 in the agenda report.
36# Ms. Klaassen referred to Table 3 and the nonconformity highlighted in yellow would be created by the
37# proposed subdivision in that it would increase the average lot width of 1165 Ash to 85 feet resulting in
38# an increase in the required minimum side yard setback to 8.5 feet. She then stated the proposed larger
39# lot rendered the existing residence at 1165 Ash nonconforming with regard to the new minimum side
3:# yard setback requirement.

3;#

42# Ms. Klaassen stated the existing improvements providing a minimum side yard of 5.58 feet from the east
43# property line is deficient with the new requirement by 2.92 feet or 34%. She also stated there two
44# existing nonconformities which would remain on the 1177 Ash parcel in that the existing detached
45# garage has nonconforming setbacks. Ms. Klaassen then stated the garage which was constructed in 1939
46# predated the existing zoning ordinance which now required garages in the rear quarter of the lot in the
47# R-5 district to provide a setback of at least 2 feet from the rear and relevant side property line.

48#

49# Ms. Klaassen stated pursuant to the subdivision code, in the instance of such nonconformities, the
4:# Commission shall determine whether such nonconformity in the context of the proposed subdivision
4;# would result in a material increased adverse impact upon the public health, safety and welfare.

52#

53# Ms. Klaassen noted there would be four existing nonconformities which would be eliminated with the
54# subdivision, three of which are highlighted in green in the table. She stated the 1165 Ash residence
55# currently provided a west side yard setback of 4.8 feet whereas a minimum of 6 feet is required, and a
56# total side yard setback of 10.8 feet where 15 feet is required. She also stated the 1177 Ash residence
57# provided an east side yard setback of 4.76 feet whereas a setback of 6 feet is required. Ms. Klaassen
58# referred to Table 4 and stated the existing improvements at 1177 Ash currently exceed the maximum
59# permitted impermeable lot coverage by 168 square feet. She stated the proposed subdivision would
5:# eliminate all four of these existing nonconformities.

5;#

62# Ms. Klaassen informed the Commission the lots are located in the 100 year flood plain and any future
63# improvements would be evaluated by Village engineering staff for compliance with the Village Flood
64# Protection Ordinance and the Village storm water regulations upon submittal of any permits necessary
65# for such improvements. She then stated in terms of the details of the final plats such as utility
66# easements, final plat formatting and related matters, no additional utility easements are being
67# requested and the Water and Electric Department needs to maintain the existing 5 foot utility
68# easements located along Ash Street and a portion to the north of the two remaining lots. Ms. Klaassen
69# stated these easements are proposed to remain on the two subdivided plats.

6:#

#

3# Ms. Klaassen then stated following public comment and Commission discussion, the Commission is to
4# determine whether the proposed subdivision meets the subdivision code standards for approval of such
5# final plat and associated variations. She stated the Commission may then make a recommendation to
6# the Village Council and noted a draft motion is provided on page nos. 9 and 10 of the agenda report. Ms.
7# Klaassen stated with regard to public comment, they have received four emails which would be read
8# after the petitioners' presentation. She then asked if there were any questions.

9#

:# Chairperson Dalman also asked the Commission if they had any questions relating to the Village staff
;# report. She stated given that the vacant lot is a fully platted lot, she asked if it was possible for the lot to
32# be sold and a home built if the subdivision request is not approved. Ms. Klaassen responded since it is a
33# separate buildable lot, it would be possible for a home to be built on that parcel. No additional
34# questions were raised from the Commission at this time.

35#

36# Chairperson Dalman then asked for the petitioner's presentation. Mr. Norkus noted the Radcliffes and
37# the Hardies are present and are represented by legal counsel, Todd Stephens. Chairperson Dalman
38# swore in those speaking to this matter. Mr. Schoon noted there are no members of the public in
39# attendance and if that changed after the petitioner's presentation, he would let them know.

3:#

3;# Mr. Stephens stated the Radcliffes have lived at 1177 Ash Since 1989 and the Hardies moved into 1165
42# Ash in 2016. He then stated they did not want anyone to build on the lot at 1171 Ash and decided to
43# request a subdivision of the lots. Mr. Stephens stated there is a nonconformity on the Hardies' lot for
44# the side yard setback and the Radcliffes' garage with the subdivision eliminating four nonconformities.
45# He stated the applicants intend to keep the property between them as greenspace and install a fence
46# with landscaping. Mr. Stephens stated there would be no negative consequences and the properties
47# being in a flood plain with minimal impervious surfaces would be good for the Village.

48#

49# Mr. Radcliffe stated the request is self-explanatory and they would like to split the lot down the middle.
4:# He also stated any development which went in afterward would be in compliance with the zoning
4;# ordinance. Mr. Radcliffe asked if there were any questions. Mr. Hardie stated he had nothing to add and
52# the request was well summarized.

53#

54# Chairperson Dalman asked if there were any questions from the Commission for the petitioners or their
55# counsel. Mr. Bradley asked if there was any intent to do work on the property with Mr. Radcliffe
56# indicating any work would be compliant. He then asked why they are asking to separate the lot now
57# given that the Radcliffes own the property and the center property with there being no fear of someone
58# building on the middle property. Mr. Radcliffe responded they could sell the lot to a developer or they
59# could build on the lot themselves. He informed the Commission they added an addition onto their home
5:# 20 years ago and they did not want another home next to them. Laura Radcliffe confirmed it is a
5;# separate buildable lot that they could build on or sell to a developer or leave it as is. She stated they
62# believed splitting the lot with the Hardies would be the best alternative for the Village and the
63# neighborhood.

64#

65# Chairperson Dalman asked if there were any other questions. Mr. Radcliffe stated once the lot is divided,
66# the Hardies would like the additional room and reiterated they are glad not to have another home 12
67# feet away from theirs.

68#

69# Mr. Swierk congratulated the petitioners on their request and noted he previously wanted to purchase
6:# the middle lot from the applicants. He also stated they would be saving storm water in the area and

#

3# commended the applicants for the request. Chairperson Dalman asked if there were any other
4# questions. Mr. Radcliffe informed the Commission they have received a positive response from the
5# neighbors regarding the request.

6#

7# Chairperson Dalman asked the Hardies and the Radcliffes if they have submitted the written waiver and
8# consent to the proceeding of the virtual hearing. The Hardies and the Radcliffes confirmed their consent.
9# Mr. Schoon also asked the applicants to confirm whether or not they experienced any difficulties making
:# their presentation and if they had an adequate opportunity to make their case. The Radcliffes and the
;# Hardies confirmed there was no difficulty.

32#

33# Chairperson Dalman then stated they would now review the public comment portion of the meeting
34# and referred to the emails received which Ms. Klaassen read into the record from the following property
35# owners: (i) Bill and Betsy Meuer (1166 Cherry Street), (ii) Seth Rutherford (1172 Ash Street), (iii) Sally
36# and John Webber (415 Berkeley) and (iv) Susan and Phillip Schmidt (1160 Ash Street). Ms. Klaassen also
37# noted they did not receive any preregistered comments or voicemail messages. Mr. Schoon confirmed
38# there are no other members of the public other than those currently on the WebEx platform.
39# Chairperson Dalman then closed the public comment portion of the hearing and stated the Commission
3:# would now deliberate.

3;#

42# Mr. Swierk commented the application is great and referred to the comment from the email relating to
43# increasing the amount of impervious areas and stated that could be done now since it is a legal
44# buildable lot. He commended the applicants again on their application. Mr. Vanderlaan stated he agreed
45# with the comments made and had no concerns. Ms. Holland stated it would be an appropriate use of
46# the small lot and on behalf of the LPC, they are glad to there is not see a small home there that would
47# need to be demolished. Mr. Golan stated the request is a good idea and noted if any improvements are
48# planned for the lot, they would have to come before the Commission since the lots are still
49# nonconforming. Mr. Schoon stated the lots would be conforming. He stated if the any proposed
4:# improvements comply with the zoning code, they would be allowed to move forward without the need
4;# for additional relief. Mr. Foley commended everyone on how the meeting has been conducted and
52# stated with regard to the support letters, the one letter with questions was adequately responded to.
53# He then stated he is in support. Ms. Danley stated the elimination of the four nonconformities would be
54# to the benefit of everyone and is glad the concerns raised in the letter were addressed. She agreed the
55# request would be a good use of the space. Ms. Case stated the request would improve the properties,
56# keeps the greenspace and would also help with storm water. She stated she is highly in favor of the
57# request. Mr. Bradley stated given that the applicants would be presenting the request at the ZBA, he
58# stated he would not be voting this evening and agreed with the comments made.

59#

5:# Chairperson Dalman referred to the hard work of Village staff in preparing for the meeting. She
5;# questioned why there is not a lot consolidation process to make these types of requests easier, which is
62# what other municipalities do. Chairperson Dalman then stated a zoning variation is needed since the
63# larger lot triggered it. She agreed with all of the comments made and noted for the record since there is
64# a zoning variation as part of the request for final plat approval, the standard relating to the continuation
65# of nonconformities remaining on the 1177 Ash parcel is that there is a determination in the context of
66# the proposed subdivision for them to conclude that there would be no material adverse impact. She
67# asked for the Commission Members to confirm agreement with that standard. The Commission
68# Members agreed.

69#

6:# Chairperson Dalman asked if there were any other comments or a motion to be made as stated on page

#

3# 9. Ms. Case moved that the proposed Radcliffe/Hardie subdivision resubdividing three existing lots into
4# two Lots of Record, which requires a zoning variation for 1165 Ash Street (Lot 2) to allow a minimum
5# east side yard of 5.58 feet, whereas a minimum of 8.5 feet is required, meets the Subdivision Code
6# standards for approving such a final plat and associated variation; and a “Finding of No Material
7# Increased Adverse Impact upon the public health safety or welfare” with respect to the following
8# existing zoning nonconformities for the existing detached garage on the 1177 Ash Street parcel (Lot 1):
9# a. The existing detached garage observes a rear yard setback from the north property line of 1.62 feet,
:# versus the required minimum rear yard setback of 2 feet; b. The existing detached garage observes a
;# minimum side yard setback from the west property line of 1.33 feet, versus the minimum required side
32# yard setback of 2 feet. She stated based upon these findings, the Plan Commission recommends that the
33# proposed Radcliffe-Hardie Subdivision with the requested variations be approved. Mr. Golan seconded
34# the motion. A vote was taken and the motion unanimously passed.

35#

36# AYES: Case, Dalman, Danley, Foley, Golan, Holland, Vanderlaan

37# NAYS: None

38# NON-VOTING: Bradley, Swierk

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**WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF JUNE 8, 2020 MEETING MINUTES**

Zoning Board Members Present:

Matt Bradley, Chairman
Sarah Balassa
Gene Greable
Lynn Hanley
Kimberly Handler
Mike Nielsen

Zoning Board Members Absent:

None

Village Staff:

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

Case No. 20-17-SD: 1165, 1171 and 1177 Ash Street: An application submitted by Richard and Laura Radcliffe and Carl and Rebecca Hardie seeking approval of a Final Plat of Subdivision to resubdivide the three existing lots into two lots of record and a zoning variation. The requested zoning variation would permit the existing residence at 1165 Ash Street to observe less than the minimum required side yard setback from the east property line. The Village Council has final jurisdiction on this request.

Ms. Klaassen stated Richard and Laura Radcliffe, owners of 1171 Ash Street, the vacant lot, and 1177 Ash Street, along with Carl and Rebecca Hardie, owners of 1165 Ash Street, have collectively filed an application seeking final subdivision plat approval to resubdivide three existing lots into two lots of record along with a variation to permit the existing residence at 1165 Ash to observe less than the minimum required side yard setback from the east property line due to an increase in the minimum required side yard setback as a result of the proposed increase in total lot area and increase in average lot width. She noted the existing residence is nonconforming with regard to the minimum required side yard setback and the total side yard setback requirement. Ms. Klaassen stated the application was considered by the Plan Commission on May 27, 2020 which voted unanimously to recommend approval of the request with no conditions. She then stated the Village Council has final jurisdiction.

Ms. Klaassen stated the subject property is located on the north side of Ash Street between Glendale Avenue and Berkeley Avenue and is zoned R-5 single family residential and consists of three buildable lots with 1165 Ash measuring 10,805 square feet and both 1171 and 1177 Ash measuring 9,005 square feet. She stated 1165 Ash and 1177 Ash are each improved with a single-family residence with 1171 Ash being a vacant lot located between the two developed lots.

Ms. Klaassen stated the Radcliffes reside at 1177 Ash which they acquired in 1989 along with the vacant lot at 1171 Ash. She then stated the Hardies reside at 1165 Ash which they acquired in 2016. She informed the Board the applicants are proposing to divide the 50 foot vacant lot between their respective lots and if approved, the two new lots of record would measure 15,307 square feet for 1165 Ash (Lot 2) and 13,506 square feet for 1177 Ash (Lot 1) as shown on the illustration. Ms. Klaassen noted all existing improvements would remain and no additional improvements are proposed at this time.

1 Ms. Klaassen stated as indicated in the table outlining zoning standards, the proposed subdivision
2 complies with minimum lot area, lot depth and lot width requirements. She noted the proposed
3 subdivision would eliminate two existing nonconforming lots since 1171 Ash and 1177 Ash are
4 nonconforming with regard to the minimum required lot width of 60 feet. Ms. Klaassen then stated as a
5 general rule, the allowable size of buildings and setback requirements for those buildings change with any
6 modification to lot dimensions. She stated as a result, Village staff conducts analyses with regard to
7 proposed lots and improvements to those lots to determine whether any new zoning nonconformities
8 would be created by the resubdivision and whether there are any existing zoning nonconformities which
9 will remain. Ms. Klaassen referred to the excerpt in Table 3 where it showed one nonconformity
10 highlighted in yellow would be created by the subdivision in that the proposed subdivision has the effect
11 of increasing the average lot width of 1165 Ash to 85 feet, resulting in the increase in the minimum
12 required side yard setback to 8.5 feet. She stated the proposed larger lot rendered the existing residence
13 at 1165 Ash nonconforming with the new minimum side yard requirement of 8.5 feet. Ms. Klaassen then
14 stated the existing improvements provide a minimum of 5.58 feet and would be deficient with the new
15 requirement by 2.92 feet or 34%.

16
17 Ms. Klaassen noted there would be two existing nonconformities that would remain on the 1177 Ash
18 parcel. She then stated the existing detached garage has a nonconforming west side yard setback and rear
19 yard setback. Ms. Klaassen stated it was constructed in 1939 and predated the current zoning ordinance
20 which now required garages in the rear quarter of a lot in the R-5 district to provide a setback of at least
21 2 feet. Ms. Klaassen then stated there are four existing nonconformities which would be eliminated by
22 the proposed subdivision. She stated the existing residence at 1165 Ash Street currently provides a west
23 side yard setback of 4.8 feet and a total side yard setback of 10.8 feet. Ms. Klaassen also stated the existing
24 residence at 1177 Ash Street currently provides an east side yard setback of 4.76 feet. Ms. Klaassen then
25 stated the existing improvements at 1177 Ash Street currently exceed the maximum permitted
26 impermeable lot coverage by 168 square feet and the proposed subdivision would eliminate all four of
27 these existing nonconformities. She noted all of the lots are located in the 100-year flood plain and any
28 future improvements would be evaluated by the Village Engineering staff for compliance with the flood
29 protection ordinance and storm water regulations.

30
31 Ms. Klaassen then stated the Board is to consider whether the requested variation meets the standards
32 for granting the variation and following public comment and Board discussion, the Board may make a
33 recommendation to the Village Council regarding the requested relief. She noted a draft motion is
34 included on page nos. 9 and 10 of the agenda report. Ms. Klaassen informed the Board five emails were
35 submitted for public comment which would be read into the record after the applicants' presentation.
36 She then asked if there were any questions.

37
38 Chairman Bradley stated he heard the presentation at the Plan Commission meeting and also asked if
39 there were any questions. He confirmed the Board is to make a recommendation to the Village Council
40 relating to the variation and that it did not include the Board's consideration of the final plat of
41 consolidation of the lots. Ms. Klaassen confirmed that is correct. No additional comments were made at
42 this time.

43
44 Chairman Bradley then swore in those speaking to this matter.

45
46 Carl and Rebecca Hardie, Todd Stephens an attorney for the applicants, and Richard and Laura Radcliff
47 introduced themselves to the Board. They all confirmed they received the written waiver and consent to

1 the virtual meeting and there are no supplemental materials to the application which are not in the
2 Board's possession.

3
4 Mr. Stephens stated the request is to take three lots with four existing nonconformities and transform
5 them into two lots. He referred to the new side yard setbacks and confirmed there are no plans to make
6 any improvements on the lots at this time other than landscaping and running a fence down the middle
7 of the property.

8
9 Mr. Hardie stated the only new nonconformity would be on the east side yard of one property due to the
10 new subdivision. He stated they appreciated the Board's consideration and asked if there were any
11 questions. Mr. Radcliffe stated they had nothing to add.

12 Chairman Bradley then called the matter in for discussion and asked the Board if they had any questions.
13 He referred to the east side yard setback and stated it would be unusual to ask the applicants to relocate
14 the house to accommodate the new side yard setback 2.9 feet where there was already a nonconformity
15 in that location. Chairman Bradley again asked if there were any questions. No questions were raised at
16 this time. Chairman Bradley described the application as thoughtful and the creation of additional
17 greenspace would be beneficial to everyone. He then asked if there were any comments from the public.
18 Ms. Klaassen confirmed she would read the five emails she received into the record noting four of them
19 were included in the Board's agenda packet. She noted the first four emails were submitted to the Plan
20 Commission and the additional email was also sent to the Board. Ms. Klaassen then read all five emails
21 into the record from Bill and Betsy Meuer, Seth and Allison Reutherford, Sally and John Weber, Susan and
22 Philip Schmidt and Marsha and Bob Sutter.

23
24 Mr. Norkus asked the call-in participant if there was any comment. No comment was made at this time.
25 Chairman Bradley confirmed additional comment, if any, would be read into the record. He then closed
26 the public comment portion of the meeting.

27
28 Chairman Bradley first referred to the four existing nonconformities which would be eliminated by the
29 request and described the request as perfunctory. Mr. Greable stated he is in full support of the
30 application. Ms. Hanley stated she is also in support and referred to the Plan Commission addressing the
31 emails received. She also stated the issue raised in the email with regard to selling the lot outright would
32 be addressed and any potential of either party to expand their homes. Ms. Hanley stated as long as such
33 expansion falls within the zoning ordinance, there is nothing they could do about that. She then referred
34 to the impermeable lot issue raised and stated those issues were already there and the subdivision would
35 not negatively affect that.

36
37 Ms. Balassa, Mr. Nielsen and Ms. Handler stated they are all in full support of the application. Chairman
38 Bradley confirmed he is also in support of recommending approval for the reasons stated. He then asked
39 for a motion to recommend approval of the application as indicated on page 9. Mr. Greable moved to
40 recommend approval of the zoning variation. The motion was seconded by Ms. Balassa. A vote was taken,
41 and the motion unanimously passed.

42 AYES: Balassa, Bradley, Greable, Handler, Hanley, Nielsen

43 NAYS: None

44

45

From: [REDACTED]
To: [Planning](#)
Subject: External: Case No. 20-17-SD
Date: Wednesday, June 3, 2020 10:50:58 AM

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

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

Marcia and Bob Sutter are in favor of the application (Case No. 20-17-SD) submitted by Richard and Laura Radcliffe and Carl and Rebecca Hardie to subdivide the lot at 1165 Ash Street.

marcia sutter

[REDACTED] Berkeley Avenue
Winnetka, IL 60093

[REDACTED]



Agenda Item Executive Summary

Title: Ordinance No. M-10-2020: 700 Elm Street - Hadley ILC Variation (Introduction & Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 07/07/20

Consent: YES NO

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

Item History:

None.

Executive Summary:

On July 7, the Village Council is scheduled to consider Ordinance No. M-10-2020, approving a variation application submitted by the Hadley Institute for the Blind and Visually Impaired (“Applicant”), owner of 700 Elm Street (“Subject Property”). The Applicant requests approval of the following zoning variation to allow construction of new front walkways on the Subject Property: Intensity of Use of Lot (impermeable lot coverage) of 19,265.88 square feet, whereas a maximum of 15,789 square feet is permitted, a variation of 3,476.88 square feet (22.02%), [Note: The site currently contains 18,420.69 square feet of ILC. The proposed improvement would add 845.19 square feet of ILC].

BACKGROUND

In 2018, Ordinance No. M-2-2018 was adopted by the Village Council. The Ordinance grants a Special Use Permit and variations to allow construction of two additions to the second story of the existing building. The variations permit: (a) an impermeable lot coverage of 18,421 square feet to expand the existing entry sidewalk; (b) an unarticulated exterior wall on the east side of the building approximately 59 feet in length; and (c) the second-story additions to incorporate a flat roof form. Construction of the addition was completed in November 2019.

ZONING BOARD OF APPEALS REVIEW

The Zoning Board of Appeals (ZBA) considered the request on June 8, 2020. After hearing from the applicant, their landscape architect, and no members of the public, by a vote of 6-0 the ZBA recommended approval of the requested relief. Draft minutes of the June ZBA meeting are included as Attachment 4. Details of the request can be found in the attached staff report to the ZBA (Attachment 2).

Executive Summary (continued):

DESIGN REVIEW BOARD

At its June 18, 2020, meeting the Design Review Board reviewed an application for a certificate of appropriateness to allow the construction of the new front walkways. After hearing from the applicant and one member of the public, by a vote of 4-0 the Board approved the request. Draft minutes of the June DRB meeting are not yet available. Details of the request can be found in the attached staff report to the DRB (Attachment 3).

Given that the ZBA unanimously recommended approval of the variation and the DRB unanimously recommended approval of the design, this item has been placed on the Council agenda for the Council to consider waiving introduction and adoption at the July 7 meeting.

Recommendation:

Consider waiving introduction and adopting Ordinance M-10-2020 OR consider introduction of Ordinance M-10-2020.

The Ordinance would grant a variation of the maximum allowed impermeable lot coverage to allow the construction of walkways within the B-1 Multi-Family Residential District.

Attachments:

Attachment 1: Ordinance No. M-10-2020

Attachment 2: ZBA Staff Report and Attachments for the June 8 ZBA Meeting

Attachment 3: DRB Staff Report and Attachments for the June 18 DRB Meeting

Attachment 4: Excerpt of draft June 8, 2020 ZBA meeting minutes

ORDINANCE NO. M-10-2020

**AN ORDINANCE GRANTING A VARIATION FROM THE WINNETKA ZONING
ORDINANCE AND A CERTIFICATE OF APPROPRIATENESS
TO ALLOW THE CONSTRUCTION OF ADDITIONAL WALKWAYS
WITHIN THE B-1 MULTIFAMILY RESIDENTIAL DISTRICT
(700 Elm Street)**

WHEREAS, the Hadley Institute for the Blind and Visually Impaired, an Illinois not-for-profit corporation ("**Applicant**") is the record title owner of the parcel of real property commonly known as 700 Elm Street in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Subject Property**"); and

WHEREAS, the Subject Property is located within the B-1 Multifamily Residential District of the Village ("**B-1 District**") measuring approximately 0.6 acres in size and improved with a two-story building ("**Existing Building**"); and

WHEREAS, pursuant to Ordinance No. M-2-2018 ("**Zoning Approval Ordinance**"), the Applicant was granted a special use permit and variations to construct the Existing Building with an impermeable lot coverage of 18,421 square feet ("**Existing Lot Coverage Variation**"); and

WHEREAS, the Applicant desires to improve the Subject Property by constructing a walkway of crushed stone, bluestone, or granite across the front lawn of the Subject Property from the parking lot to the existing main entrance and then to an existing walk along the east property line ("**Proposed Improvements**"); and

WHEREAS, pursuant to Section 17.32.010.F of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"), the Subject Property is prohibited from having an impermeable lot coverage of more than 15,789 square feet; and

WHEREAS, the Existing Lot Coverage Variation grants the applicant an additional 2,632 square feet of impermeable surface; and

WHEREAS, the Proposed Improvements would increase the impermeable lot coverage of the Subject Property to approximately 19,265.88 square feet, in violation of Section 17.32.010.F of the Zoning Ordinance and the Existing Lot Coverage Variation; and

WHEREAS, to permit the construction of the Proposed Improvements, the Applicant filed an application for: (i) a variation from Section 17.32.010.F of the Zoning Ordinance to increase the allowable impermeable lot coverage on the Subject Property to approximately 19,265.88 square feet ("**Variation**"); and (ii) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code ("**Certificate of Appropriateness**") (collectively, the "**Requested Relief**"); and

WHEREAS, on June 8, 2020, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the Variation and, by a vote of six members in favor and none

opposed, recommended that the Council of the Village of Winnetka (“*Village Council*”) approve the Variation; and

WHEREAS, on June 18, 2020, after due notice thereof, the Design Review Board conducted a public hearing on the Certificate of Appropriateness and, by a vote of four members in favor and none opposed, recommended that the Village Council approve the Certificate of Appropriateness; and

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

WHEREAS, the Village Council has determined that approval of the Requested Relief for the Subject Property within the B-1 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Variation from Section 17.32.010.F of the Zoning Ordinance to permit the construction of the Proposed Improvements on the Subject Property 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 CERTIFICATE OF APPROPRIATENESS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Certificate of Appropriateness is granted for the Subject Property, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

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

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvements and the Subject Property must comply at all times with

all applicable Village codes and ordinances, as they have been or may be amended over time.

- C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. Compliance with Plans. The development, use, and maintenance of the Proposed Improvements on the Subject Property must be in strict accordance with the plans prepared by Rossi Landscapes, consisting of 9 sheets, prepared on February 27, 2020, 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), copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**.

SECTION 5: CONTINUED EFFECT; CONFLICTS. Except as expressly modified by this Ordinance, the Zoning Approval Ordinance will remain in full force and effect, and the Applicant must comply with all requirements, conditions, and restrictions in the Zoning Approval Ordinance. Any violation of this Ordinance will be deemed a violation of the Zoning Approval Ordinance and the Zoning Ordinance. In the event of a conflict between the provisions of Zoning Approval Ordinance and the provisions of this Ordinance, the provisions of this Ordinance shall control.

SECTION 6: 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 7: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2 and 3 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 and 3 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 Zoning Approval Ordinance, the regulations of the applicable zoning district, and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of

such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 8: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

SECTION 9: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 10: EFFECTIVE DATE.

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 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: _____, 2020

Passed and Approved: _____, 2020

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 2 IN HADLEY SCHOOL SUBDIVISION IN THE WEST ½ OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 700 Elm Street, Winnetka, Illinois.

PIN: 05-21-109-013-0000

EXHIBIT B

PLANS



February 27, 2020

John Eskandari

The Urban Plantsman

7621 N. Greenview Ave. Unit 3A

Chicago, IL. 60626

Hadley School 700 Elm Street Winnetka, IL. 60093

material list

flagstone outcropping:





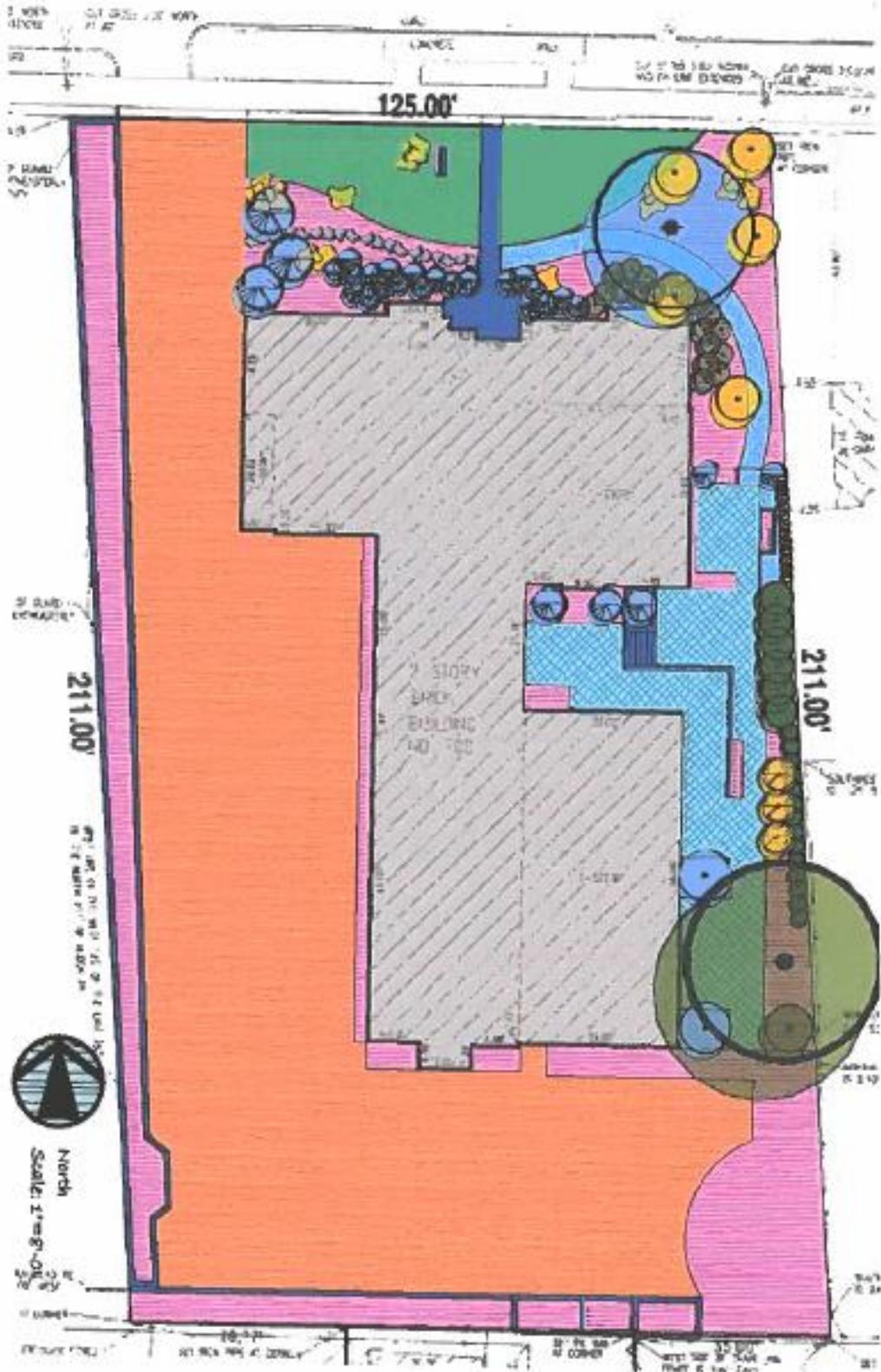
gravel pathway:

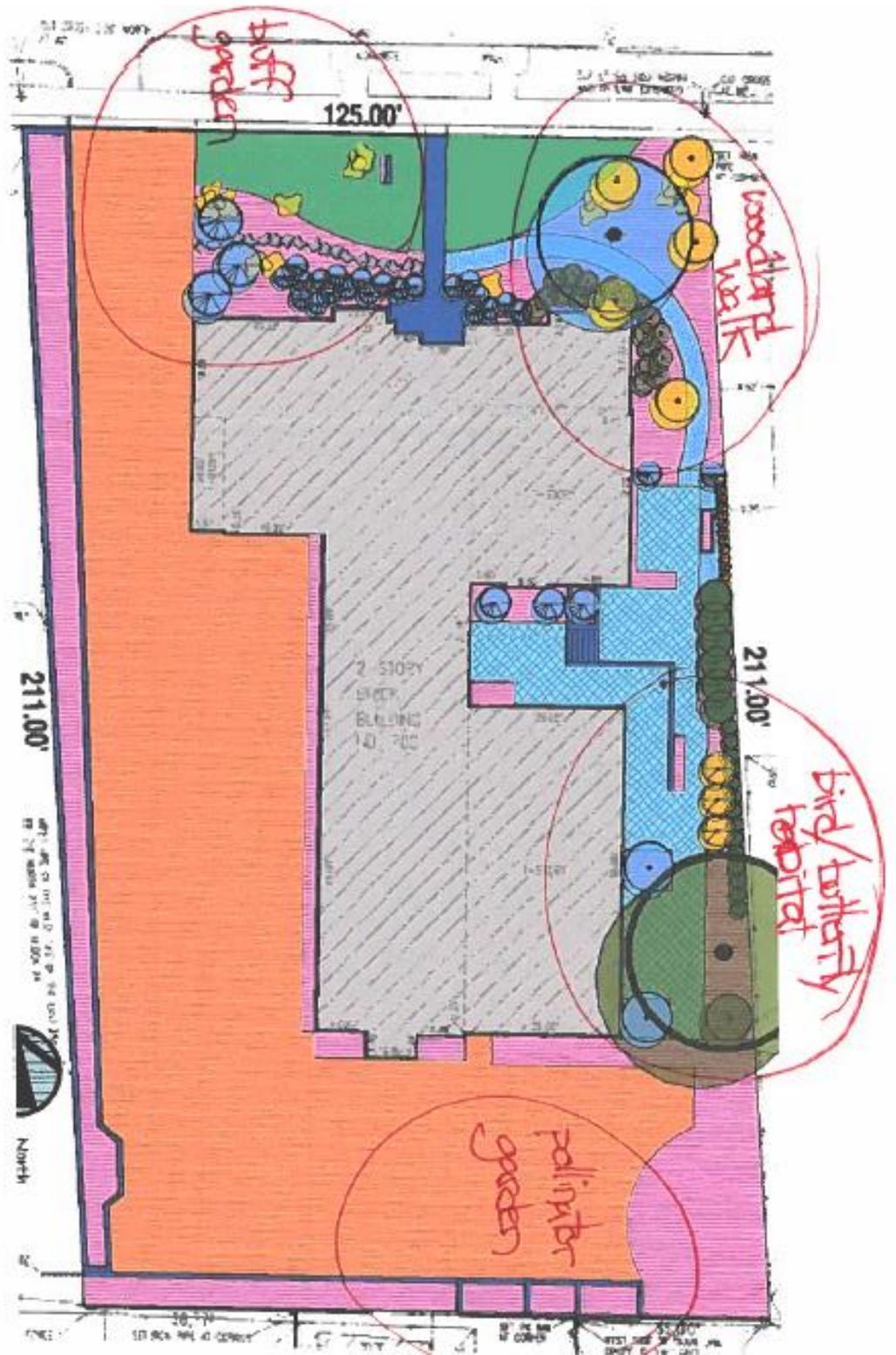




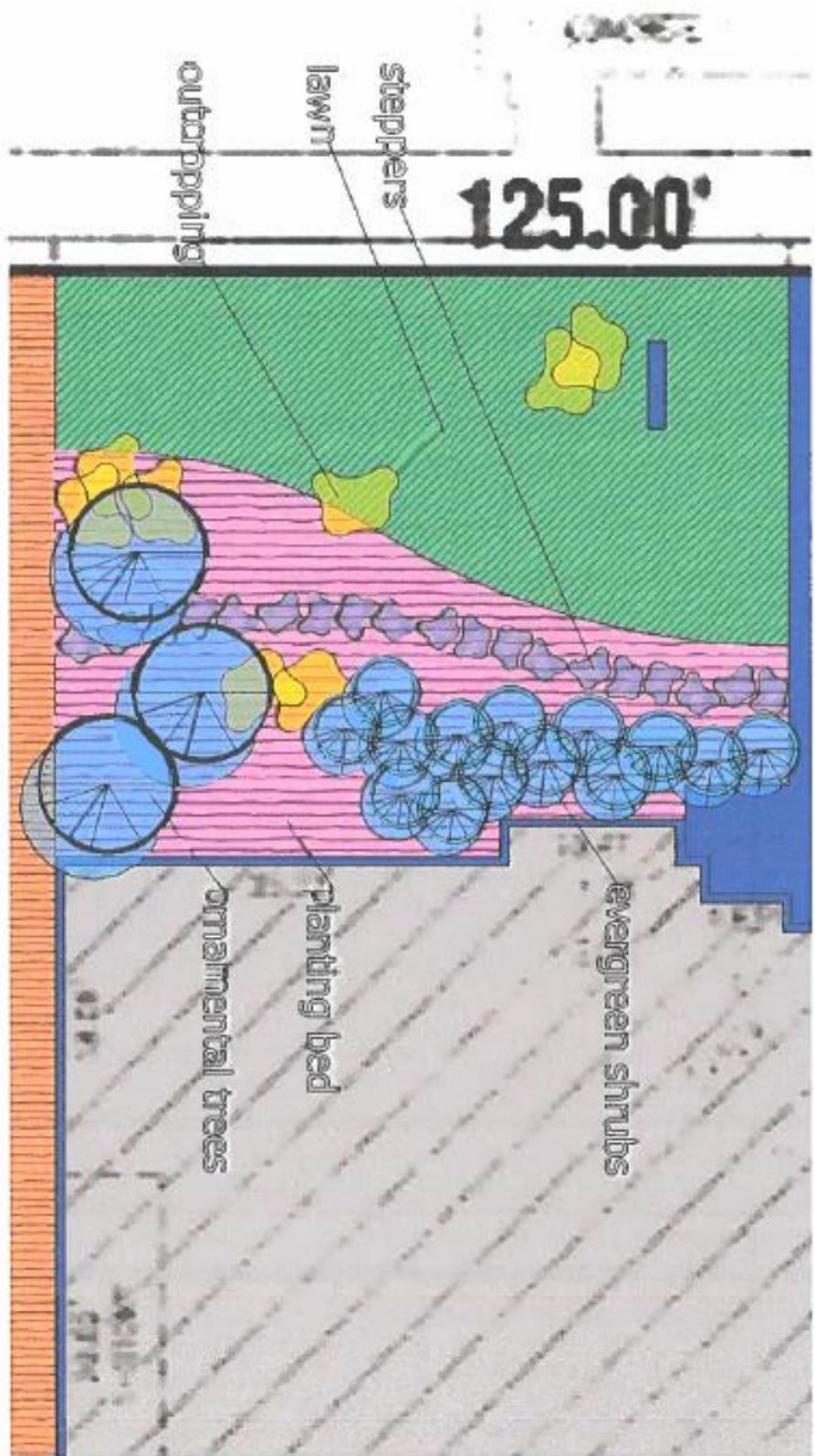
LM

STREET

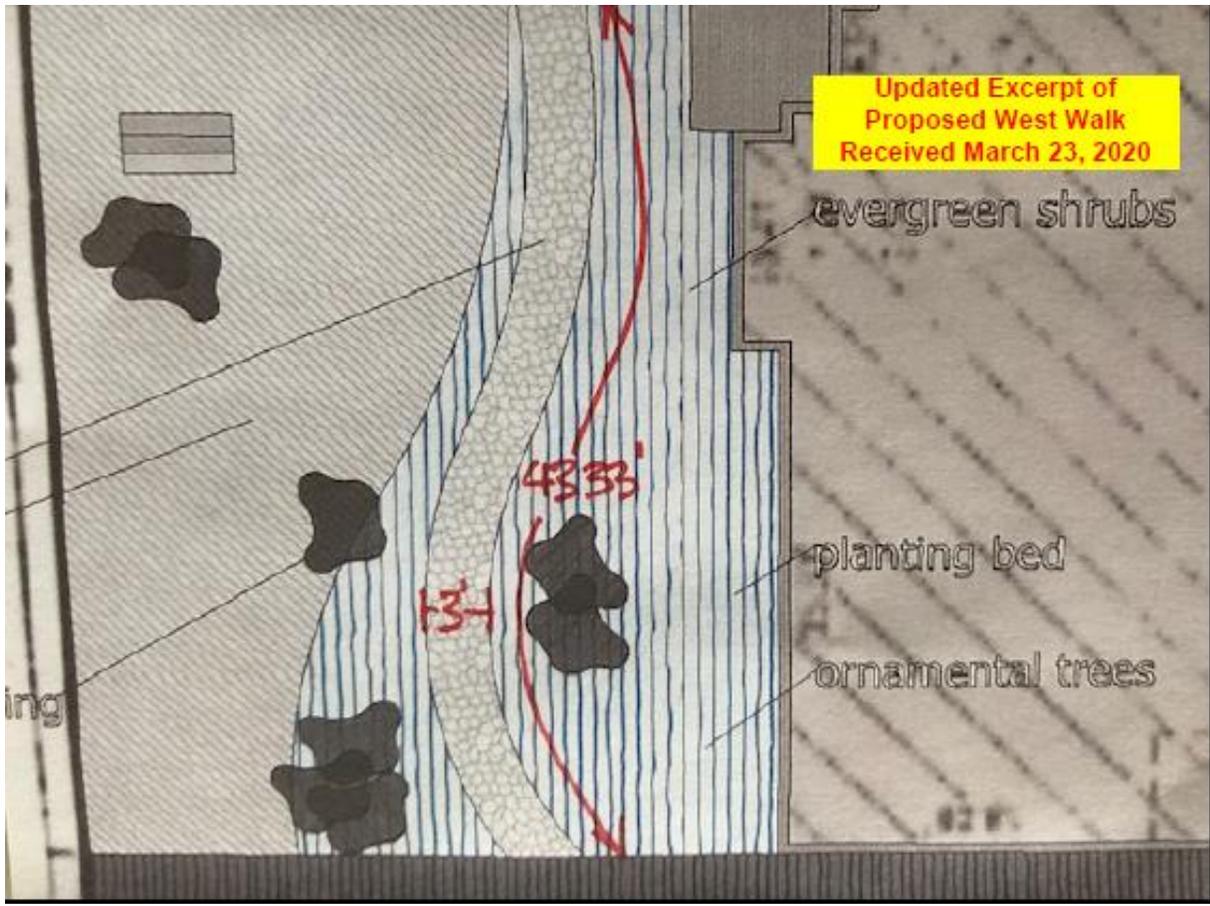




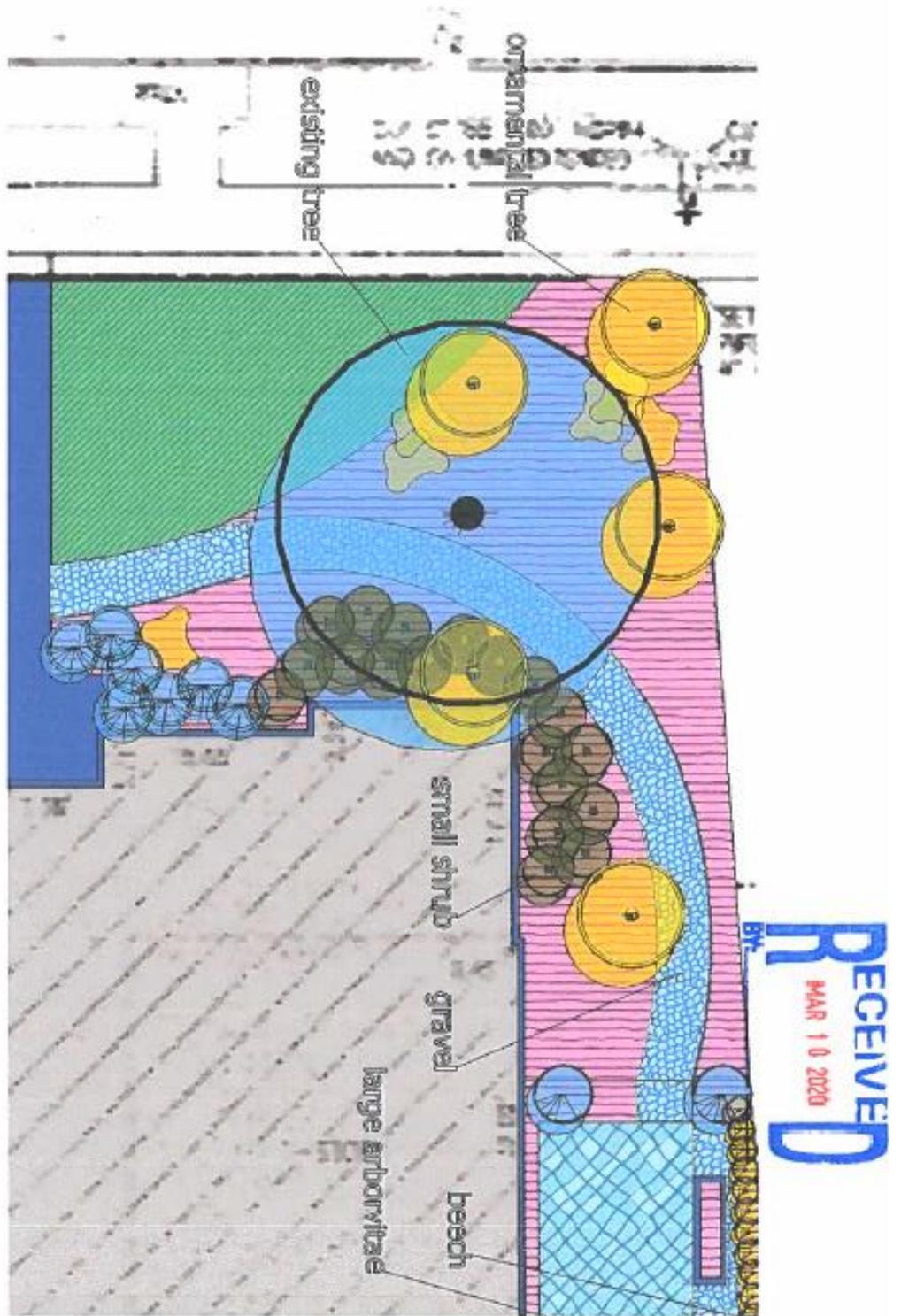
Overall Plan



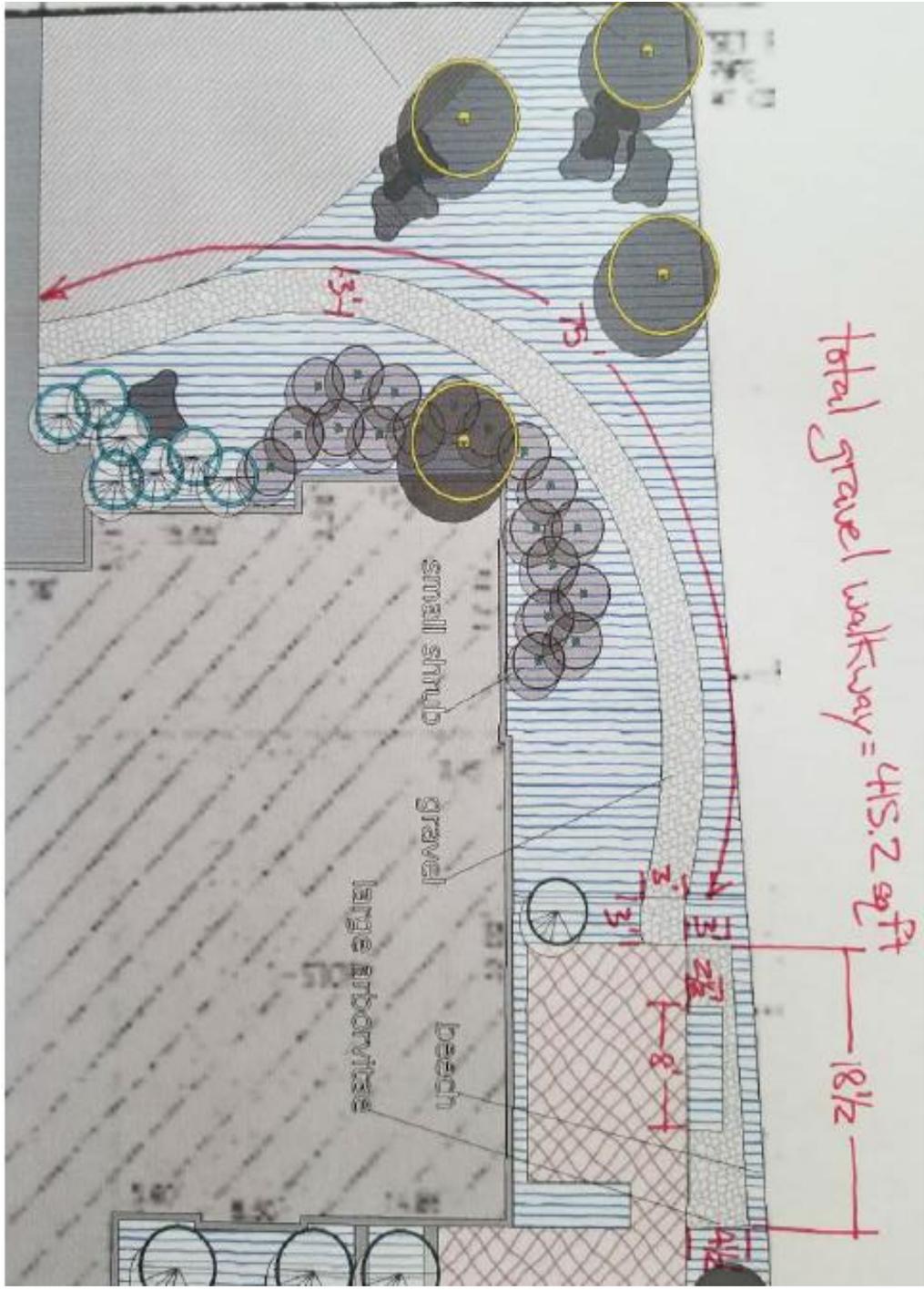
West Walk – Original with Landscaping



West Walk - Updated



East Walkway with Landscaping



East Walkway

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, the Hadley Institute for the Blind and Visually Impaired ("***Applicant***") is the record title owner of the parcel of real property known as 700 Elm Street in the Village ("***Subject Property***"); and

WHEREAS, the Applicant desires to improve the Subject Property by constructing a walkway of crushed stone, bluestone, or granite across the front lawn of the Subject Property from the parking lot to the existing main entrance and then to an existing walk along the east property line ("***Proposed Improvements***"); and

WHEREAS, Ordinance No. M-10-2020, adopted by the Village Council on _____, 2020 ("***Ordinance***"), grants a variation from the provisions of the Winnetka Zoning Ordinance to permit the construction of the Proposed Improvements on the Subject Property; and

WHEREAS, Section 10 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

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

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

Dated: _____, 2020

ATTEST: **HADLEY INSTITTUE FOR THE BLIND AND VISUALLY IMPAIRED**

By: _____ By: _____

Its: _____ Its: _____



MEMORANDUM VILLAGE OF WINNETKA

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: JUNE 1, 2020
SUBJECT: CASE NO. 20-14-V2: 700 ELM STREET - VARIATION - HADLEY INSTITUTE FOR THE BLIND AND VISUALLY IMPAIRED

INTRODUCTION

On June 8, 2020, the Zoning Board of Appeals is scheduled to hold a virtual public hearing, in accordance with social distancing requirements and Governor Pritzker's Executive Order, on an application submitted by the Hadley Institute for the Blind and Visually Impaired (the "Applicant"), as the owner of the property at 700 Elm Street (the "Subject Property"). The Applicant requests approval of the following zoning variation to allow construction of new front walkways on the Subject Property:

1. Intensity of Use of Lot (impermeable lot coverage) of 19,265.88 square feet, whereas a maximum of 15,789 square feet is permitted, a variation of 3,476.88 square feet (22.02%) [Section 17.32.010 – B-1 Multifamily Residential District regulations] [Note: The site currently contains 18,420.69 square feet of ILC. The proposed improvement would add 845.19 square feet of ILC].

A mailed notice was sent to property owners within 250 feet of the Subject Property in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Talk* on May 21, 2020. As of the date of this memo, staff has not received any written comments from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant a variation to exceed the maximum permitted impermeable lot coverage by more than 20%.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.6 acres in size, is located on the south side of Elm Street, between Lincoln Avenue and Maple Street, and is improved with an existing two-story institutional building (see Figure 1). The property is zoned B-1 Multifamily Residential, and it is bordered B-1 Multifamily to the west, R-4 Single Family Residential to the north, south, and east, and R-5 Single Family Residential and B-2 Multifamily Residential to the south (see Figure 2).

As suggested by its name, the B-1 Multifamily Residential District allocates areas of the Village appropriate for higher density residential development, and is designated largely in transitional areas, often lying as a buffer between higher intensity commercial uses and lower intensity single-family districts. In addition to multifamily residential uses, the B-1 District allows a limited range of additional uses by special use permit. Permitted special uses in the B-1 District include (a) parking lots; (b) day care centers; (c) institutions of an educational, philanthropic or eleemosynary nature; and (d) planned

developments. Figure 1 below demonstrates the transitional nature of the B-1 District and the Hadley Institute parcel, located between the Village's East Elm Business District on the west and lower intensity, single family residences on the east.

The Comprehensive Plan designates the Subject Property as appropriate for "public/semi-public" uses. The zoning of the property is consistent with the Comprehensive Plan.



Figure 1 – Aerial Map

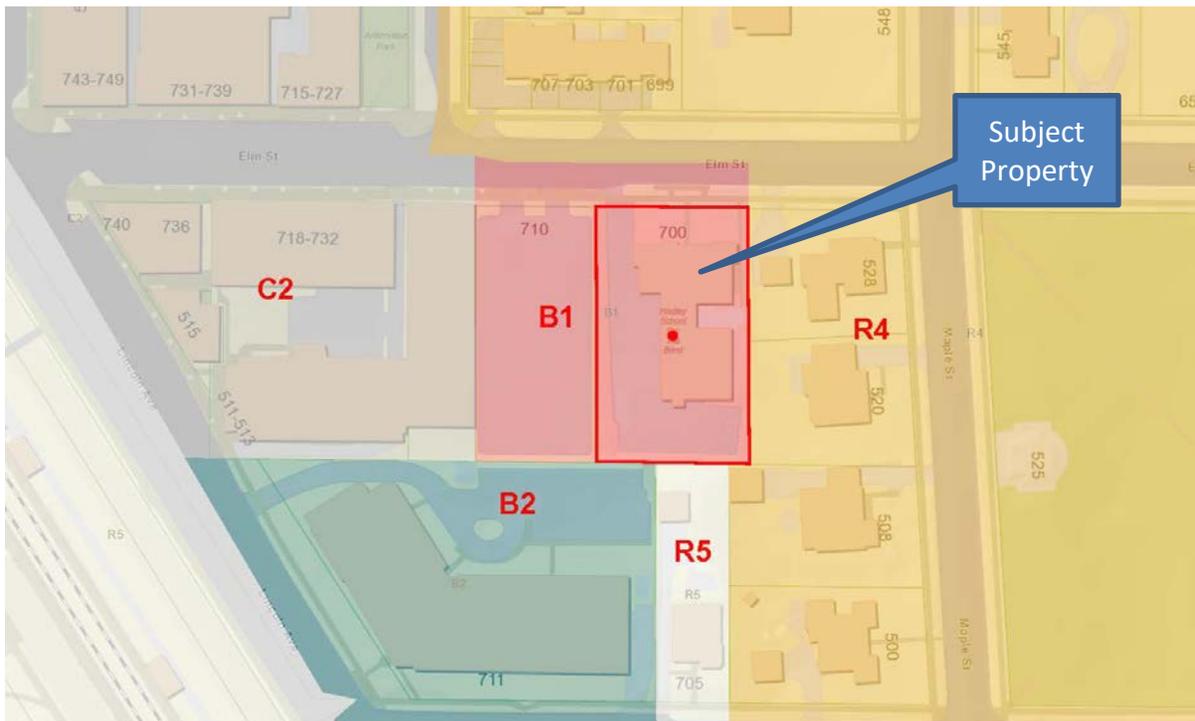


Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

Village records indicate that Hadley School for the Blind was first constructed in 1956. Prior to 1980, institutional uses were permitted by right in the B-1 Multifamily District. In 1980 the Village adopted zoning amendments which reclassified institutions such as Hadley School as special uses in the B-1 District. The Hadley Institute is an existing legal conforming use.

The building was expanded in 1969-70, and improved with a 21 space parking lot. Hadley Institute received approval of a zoning variation in 1969 to provide 21 parking spaces on site, versus the 57 spaces required at that time. [Note: 1969 zoning regulations for the B-1 District called for 5 parking spaces per 1,000 square feet of floor area. Current regulations do not have a prescriptive parking formula for institutional uses; rather, the adequacy of parking is evaluated on a case-by-case basis through the special use permit process.]

In 2008, Hadley School received approval of a zoning variation to exceed the maximum permitted impermeable lot coverage to allow construction of a ramp, stairs and patio area (approximately 756 square feet in area) within a recessed area on the east side of the building.

In 2018, Ordinance M-2-2018 was adopted by the Village Council, granting a Special Use Permit and variations to allow construction of two additions to the second story of the existing building. The variations were (a) to permit an impermeable lot coverage of 18,421 square feet to expand the existing entry sidewalk; (b) to permit an unarticulated exterior wall on the east side of the building approximately 59 feet in length; and (c) to permit the second-story additions to incorporate a flat roof form. Ordinance M-2-2018 is included in this report as Attachment D. Construction of the addition was completed in November 2019.

Figures 3 and 4 contain photos of the site.



Figure 3 – Subject Property



Figure 4 – Subject Property

PROPOSED PLAN

The variation is being requested in order to construct a walkway across the front lawn area of the Subject Property. The walkway would run east from the parking lot to the main concrete entrance walk to the building. The walkway would continue east along the front of the site and extend south along the east property line to connect with the existing walk on the east side of the Subject Property. The proposed walkway would be constructed of a crushed stone, bluestone or granite. The walkway from the parking lot to the main entrance walk would measure approximately 130 square feet and the walk continuing east in the front lawn along the east portion of the lot would measure approximately 415 square feet. The proposed plan also includes adding approximately 300 square feet of stone outcroppings in the front lawn area between the parking lot and the existing walk to the main entrance. In total the proposed plan would add approximately 845 square feet of impermeable lot coverage.

Excerpts of the proposed plan are provided on the following page as Figures 5 and 6. The complete set of plans representing the proposed walkways and landscape plan is provided in Attachment C.

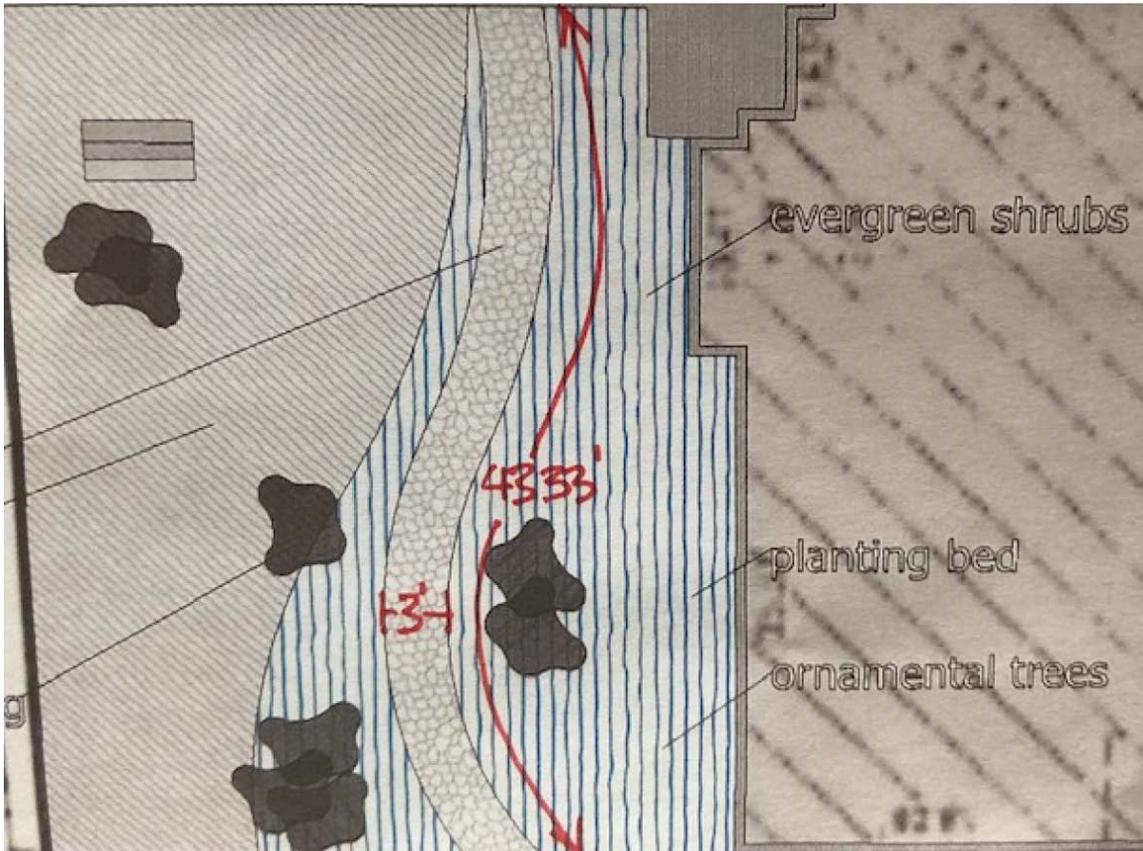


Figure 5 – Excerpt of Proposed Site Plan – West Walk

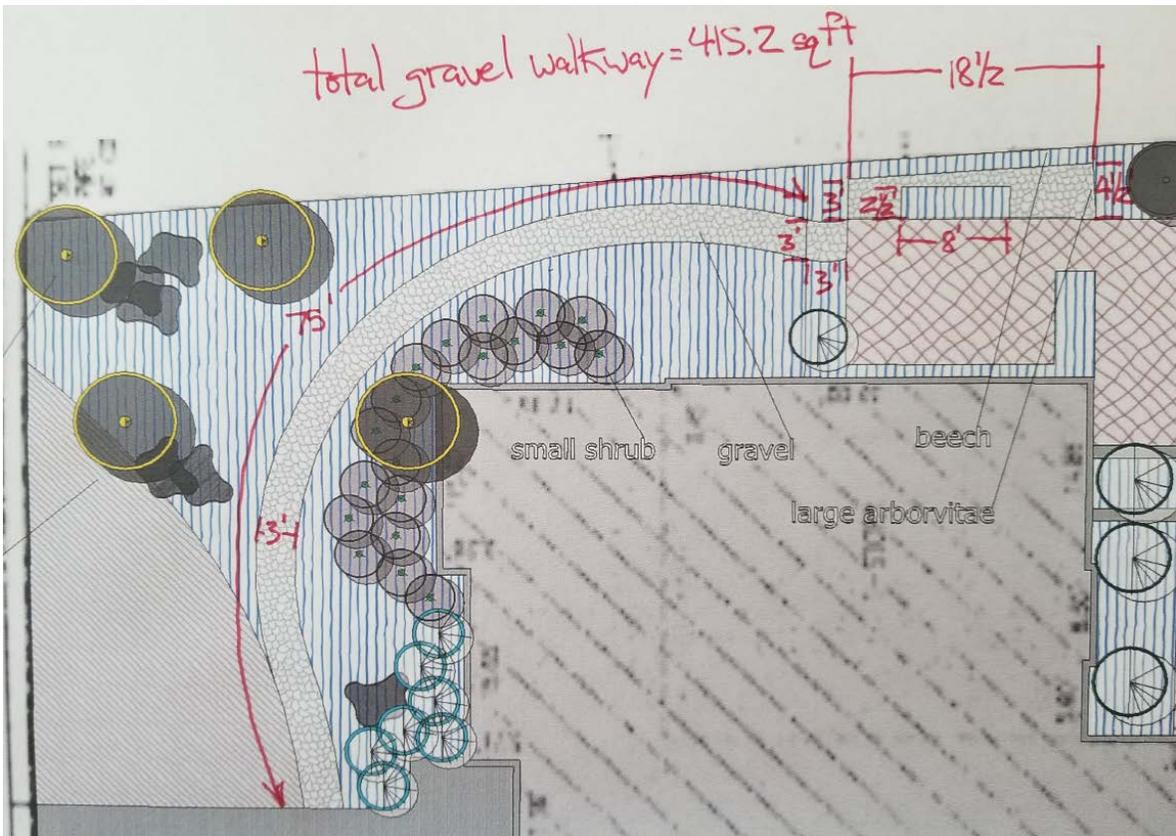


Figure 6 – Excerpt of Proposed Site Plan – East Walk

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, attached is a Stormwater Matrix (Attachment B). Based on the proposed plan, it appears additional stormwater detention would not be required. However, a final determination will be made by Village Engineering staff. Additionally, Figure 7 below represents the Subject Property's proximity to the floodplain. The grey represents the 100-flood area and the purple represents the 500-year flood area.



Figure 7 – GIS Floodplain Map

CONSIDERATION BY DESIGN REVIEW BOARD

The Design Review Board (DRB) is scheduled to consider a certificate of appropriateness for the proposed improvement on June 18, 2020. The DRB will consider the overall appropriateness of the materials and design of the proposed walkways and landscaping.

REQUESTED ZONING RELIEF

The attached zoning matrix highlights the existing lot and the proposed improvement's compliance with the B-1 zoning district (Attachment A). One variation is being requested for the intensity of use of lot, more specifically the impermeable lot coverage (ILC). The B1 District allows a maximum of impermeable lot coverage of 60%. Given the lot is 26,315 square feet, the existing improvements are legally nonconforming with respect to the ILC limitations as the site currently contains 18,420.69 square feet of ILC (70%), exceeding the maximum permitted ILC of 15,789 square feet by 2,631.69 square feet (16.67% over the maximum amount allowed). The proposed improvements would add an additional 845.19 square feet of ILC for a total of 18,265.88 square feet of ILC (73.21%). A variation of 3,476.88 feet, or 22.02% over the maximum amount of ILC allowed, is required.

FINDINGS

Does the ZBA find that the requested variation meets the standards for granting such variation; and if so, is the ZBA prepared to make a recommendation to the Village Council regarding the requested

relief? If so, a ZBA member may wish to make a motion recommending approval or recommending denial based upon the following:

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

1. Intensity of Use of Lot (impermeable lot coverage) of 19,265.88 square feet, whereas a maximum of 15,789 square feet is permitted, a variation of 3,476.88 square feet (22.02%) [Section 17.32.010 – B-1 Multifamily Residential District regulations] [Note: The site currently contains 18,420.69 square feet of ILC. The proposed improvement would add 845.19 square feet of ILC].

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

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

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Stormwater Matrix

Attachment C: Application Materials

Attachment D: Ordinance M-2-2018, adopted January 2, 2018

ZONING MATRIX

ADDRESS: 700 Elm St. (Hadley Institute)

CASE NO: 20-14-V2

ZONING: B-1

| ITEM | MIN/MAX REQUIREMENT | EXISTING | PROPOSED | DIFFERENCE BETWEEN PROPOSED & EXISTING | ZONING CODE COMPLIANCE (2) |
|-------------------------------|----------------------------|-----------------|-----------------|---|---------------------------------------|
| Min. Lot Size | N/A | 26,315 SF | N/A | N/A | OK |
| Min. Average Lot Width | 60 FT | 124.71 FT | N/A | N/A | OK |
| Max. Roofed Lot Coverage | 10,526 SF (1) | 7,782.06 SF | 0 SF | 0 SF | OK |
| Max. Gross Floor Area | 21,052 SF (1) | 15,333.99 SF | 0 SF | 0 SF | OK |
| Max. Impermeable Lot Coverage | 15,789 SF (1) | 18,420.69 SF | 19,265.88 SF | 845.19 SF | 3,476.88 SF (22.02%) VARIATION |
| Min. Front Yard (Elm/North) | 25 FT | 30.95 FT | 30.95 FT | N/A | OK |
| Min. Side Yard (East) | 12 FT | 14.84 FT | 14.84 FT | N/A | OK |
| Min. Side Yard (West) | 12 FT | 26.69 FT | 26.69 FT | N/A | OK |
| Min. Rear Yard (South) | 30 FT | 45.63 FT | 45.63 FT | N/A | OK |

NOTES:

(1) Based on actual lot area of 26,315 s.f.

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

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

| | Storm Water Detention Volume Requirements | Applicable Requirement |
|---|---|---|
| A. New Home Construction - Previously Developed Lot | The amount of additional required storm water detention volume is based upon the difference between maximum impermeable lot coverage, per Zoning Code, and existing lot coverage, using the run-off coefficient for a 100-year storm event for both. | |
| B. New Home Construction - Previously <u>Undeveloped</u> Site | The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event. | |
| C. Redevelopment of Site for Different Use (e.g. single family to multi-family, or commercial) | The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event. | |
| D. Improvements to Existing Home and/or Lot, causing an increase in impermeable lot coverage <u>greater or equal to 25%</u>. | The amount of additional required storm water detention volume is based upon the difference between the proposed and existing impermeable lot coverage, using the run-off coefficient for 100 year storm event. (Note: If the increase in impermeable lot coverage is less than 25%, additional storm water detention volume is <u>not</u> required.) | <i>Applies to 700 Elm Street</i> <i>Based upon preliminary review of information to date, it appears that 700 Elm Street <u>would not</u> have to provide additional storm water detention volume. However, a final determination will be made by Village Engineering staff.</i> |

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

RECEIVED
MAR 10 2020
BY: _____

ZONING VARIATION APPLICATION

Case No. 20-K-V2

VA-2020-158

Property Information

Site Address: 700 Elm Street

Owner Information

Name: Hadley

Primary Contact: Mary Nelson

Address: 700 Elm St.

Phone No. 800 323 4238

City, State, ZIP: Winnetka, IL 60093

Email: maryn@hadley.edu

Date property acquired by owner: _____

Architect Information

Attorney Information

Name: Urban Plantsman LLC

Name: _____

Primary Contact: John Eskandari

Primary Contact: _____

Address: 7621 N. Greenview Ave Unit 3A

Address: _____

City, State, ZIP: Chicago, IL 60626

City, State, Zip: _____

Phone No. 773 458 0265

Phone No. _____

Email: urbanplantsman@gmail.com

Email: _____

Nature of any restrictions on property: _____

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

impermeable gravel, steppers and outcroppings to be added to landscape. planter box install fee

Property Owner Signature: 

Date: 3/6/20

MARCH 8, 2020



DEAR VILLAGE OF WINNETKA,

THANK YOU FOR TAKING THE TIME TO REVIEW MY LANDSCAPE CONCEPT FOR THE HADLEY INSTITUTE FOR THE BLIND AND VISUALLY IMPAIRED.

THE DESIGN I CREATED FOR HADLEY IS BASED ON RESPECT FOR THE ENVIRONMENT AND SUSTAINABILITY, WHILE ALSO CREATING A GARDEN SPACE THAT IS APPROPRIATE TO THE NEIGHBORING AREA. EACH MAJOR SECTION OF THE PROPERTY HAS BEEN BROKEN DOWN INTO THEMES THAT REPRESENT REGIONS OF ILLINOIS SUCH AS A WOODLAND WALK IN THE NE CORNER, A BLUFF GARDEN IN THE NW QUADRANT, A POLLINATOR GARDEN IN THE FAR BACK ELEVATED SPACE ALONG THE S PROPERTY LINE AND THEN A BIRD/BUTTERFLY GARDEN IN THE SE QUADRANT OF THE COURTYARD. THE FRONT PATH WILL 'CASUALLY' CONNECT THE PARKING LOT TO THE FRONT LAWN/GARDEN AREAS, ACROSS THE MAIN FRONT WALKWAY AND CONTINUE DISCREETLY TOWARDS THE EAST GATE TO THE REAR GARDEN. THROUGHOUT ALL GARDEN AREAS NATIVE FORBS AND WOODY PLANTS WILL BE HEAVILY FOCUSED ON, WHILE ALSO ENSURING THAT THE CURB APPEAL OF HADLEY IS CLEAN AND ATTRACTIVE ALL YEAR LONG.

THE PROPOSED PATH WOULD CROSS THE FRONT PROPERTY OF HADLEY, ALLOWING FOR A GARDEN-INTERACTIVE SPACE FOR VISITORS, AND IT WILL BISECT THE MAIN FRONT CONCRETE WALKWAY CONTINUING TOWARDS THE E ENTRANCE GATE TO THE BACK COURTYARD. THE MATERIAL WE ARE PROPOSING TO USE WOULD BE A COARSE GRAVEL MATERIAL THAT WOULD BE COMPACTED ENOUGH TO WALK ON AND COARSE ENOUGH TO ALLOW EFFECTIVE DRAINAGE OF EXCESS WATER. THIS SAID 'PATH' WOULD BE SUBTLE AND IT IS DESIGNED TO WORK VISUALLY WITH THE SHRUB BORDER THAT WILL BE INSTALLED ALONG THE FOUNDATION OF HADLEY. THIS MATERIAL WOULD ALSO BE USED IN THE REAR INTERIOR COURTYARD IMMEDIATELY AS A VISITOR ENTERS THE SIDE GARDEN GATE AND THEN MERGE SEAMLESSLY WITH THE EXISTING BLUESTONE OF THE INTERIOR COURTYARD GARDEN.

THANK YOU VERY MUCH FOR YOUR TIME AND CONSIDERATION.

REGARDS,

JOHN ESKANDARI

URBAN PLANTSMAN LLC

URBANPLANTSMAN@GMAIL.COM

773-458-0265

Dear Village of Winnetka, Department of Community Development,

The landscape design concept I created for the Hadley Institute for the Blind and Visually Impaired incorporates a path that would cut across the front lawn area, running E-W. This path is not to be substituted for the main concrete entrance to the building it is, however, designed to allow visitors a chance to pass through garden areas and engage with the sensory garden areas. The proposed material would be a crushed stone, like bluestone or granite that would be coarse enough to allow water to pass through and be firm enough to walk on.

Regarding the standards outlined on the Zoning Variation Application:

1. The landscape design for Hadley creates a space for all visitors to safely engage with the garden. However, the primary goal is to create interactive garden areas that are designed specifically for the blind or visually impaired. I planned for a grittier textural surface to act as a sensory cue, for visually impaired visitors, to freely engage in the garden space they are in when they are strolling on this 'softer' surface.
 - a. The material proposed is a crushed stone with a permeable fabric barrier installed beneath it and then a coarser base material would be added to enable better drainage and aquifer recharge. NO compacted screening or denser soil substrate will be added as a base. The material selection is designed to improve and assist in drainage and percolation.
2. The topography of Hadley lends itself to design ideas that make the garden area more usable.
 - a. This path could be used as a 'short-cut' of sorts from the 2 visitor parking spaces along the driveway across the front property to the main entrance walkway making it a shorter meander to the front door.
 - b. Given the elevation change up towards the street, this footpath would also provide a low spot to slow water down, during heavy rain events or during rain events that occur when the soil is already saturated, and allow the water to move into the path and then percolate through the path media and then soil profile.
 - c. Sustaining an interactive garden space closer to the building with access to plants, boulders or small woody plants via the pathway, instead of nearer the narrow parkway and public sidewalk, will make the garden areas at Hadley more accessible and usable for employees, patrons and visitors.
3. The overall character and look of the garden space will be similar to its history and the gravel choice will not exacerbate water run off to any surrounding property.
4. This path will not affect any air or light quality adjacent to the property
5. There will be no increased fire hazard or other damage due to the design.
6. The landscape plan will not diminish the taxable value of the land and buildings throughout the Village.
7. There will be no increase in congestion in the public street.
8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be impaired in any way.

Thank you very much for your time and consideration.

Regards,

John Eskandari

Urban Plantsman LLC

urbanplantsman@gmail.com

773-458-0265

RECEIVED
MAR 10 2020

ELM

STREET PAVEMENT RESTORATION
(ASSOCIATED WITH WATER UTILITY
CONSTRUCTION)

RESTORE LAWN/LANDSCAPING (TYP)
(ASPHALT PAVEMENT = 38.00')

PROPOSED CONCRETE WALK

WATI

RECC

RECC

FOUND CROSS 5.00' NORTH
AND ON LINE EXTENDED

FOUND CROSS 5.00' NORTH
AT 90°

CURB

CONCRETE

WALK

FOUND CROSS 5.00' NORTH
AND ON LINE EXTENDED

CURB

CONCRETE

6.00'

125.00

REC. & MEAS.

44.11'

APPROXIMATE LOCATION
OF EXISTING TREE

FOUND IRON PIPE AT CORNER

NORTHEASTERLY EDGE OF GUARD
RAIL POST IS 2.26' EAST,
NORTH SIDE IS 1.90' SOUTH

86° 08' 20"

stoppers
100 ft

DRIVE

74.89'

7.51'

30.08'

1.00'

OPEN AT 1ST FLOOR

BLDG. IS
33.19' SOUTH

29.27'

GUARD RAIL

ASPHALT

18.06'

25.33'

10.47'

1.39'

2.04'

4.63'

7.36'

3.71'

15.65'

2.20'

15.67'

14.84'

17.35'

15.40'

15.40'

15.40'

15.40'

15.40'

PROPOSED 2ND
FLOOR ADDITION

EAST SIDE
WOOD FENCE
1.20' WEST

17.65'

WALK

FLAG

STONE WALLS

PROPOSED VERTICAL
ELEVATOR OVER RUN

Agenda Packet P. 85

MINNETKA

NORTHEASTERLY EDGE OF GUARD
RAIL ON LINE

RECEIVED
MAY 10 2020
BY

ELM

STREET PAVEMENT RESTORATION
(ASSOCIATED WITH WATER UTILITY
CONSTRUCTION)

RESTORE LAWN/LANDSCAPING (TYP)
(ASPHALT PAVEMENT = 38.00')

PROPOSED CONCRETE WALK

WATER

RECC

RECC

FOUND CROSS 5.00' NORTH
AND ON LINE EXTENDED

FOUND CROSS 5.00' NORTH
AT 90°

CURB

CONCRETE

WALK

FOUND CROSS 5.00' NORTH
AND ON LINE EXTENDED

CURB

CONCRETE

6.00'

125.00'

REC. & MEAS.

APPROXIMATE LOCATION
OF EXISTING TREE

74.89'

44.11'

FOUND IRON PIPE AT CORNER

NORTHEASTERLY EDGE OF GUARD
RAIL POST IS 2.26' EAST,
NORTH SIDE IS 1.90' SOUTH

86° 08' 20"

gravel and
planter
400 sq ft

7.51'

30.08'

1.00'

BLDG. IS
33.19' SOUTH

29.27'

DRIVE

ASPHALT

GUARD RAIL

18.06'

25.33'

10.47'

1.39'

2.04'

4.63'

7.36'

15.65'

17.35'

5.00'

18.02'

5.93'

0.36'

26.69'

2.33'

2.22'

1.11'

3.71'

15.67'

2.28'

14.84'

17.65'

PROPOSED 2ND
FLOOR ADDITION

EAST
WOOD
1.20'

WALK

17.65'

FLAG

PROPOSED VERTICAL
ELEVATOR OVER RUN

Agenda Packet P. 86

MINNETKA

NORTHEASTERLY EDGE OF GUARD
RAIL POST IS 2.26' EAST,
NORTH SIDE IS 1.90' SOUTH

STONE WALLS

125.00'

125.00'

steppers

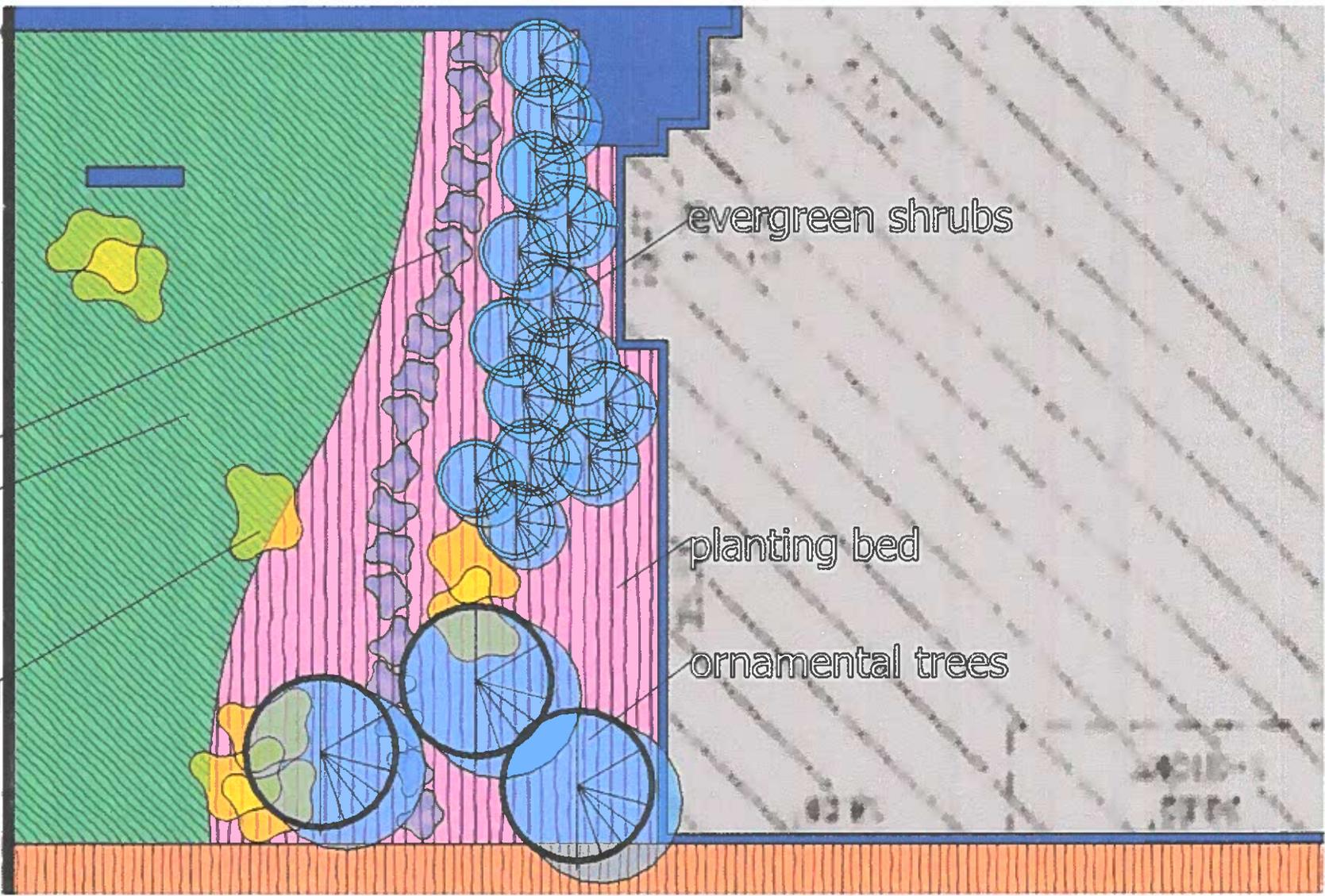
lawn

outcropping

evergreen shrubs

planting bed

ornamental trees

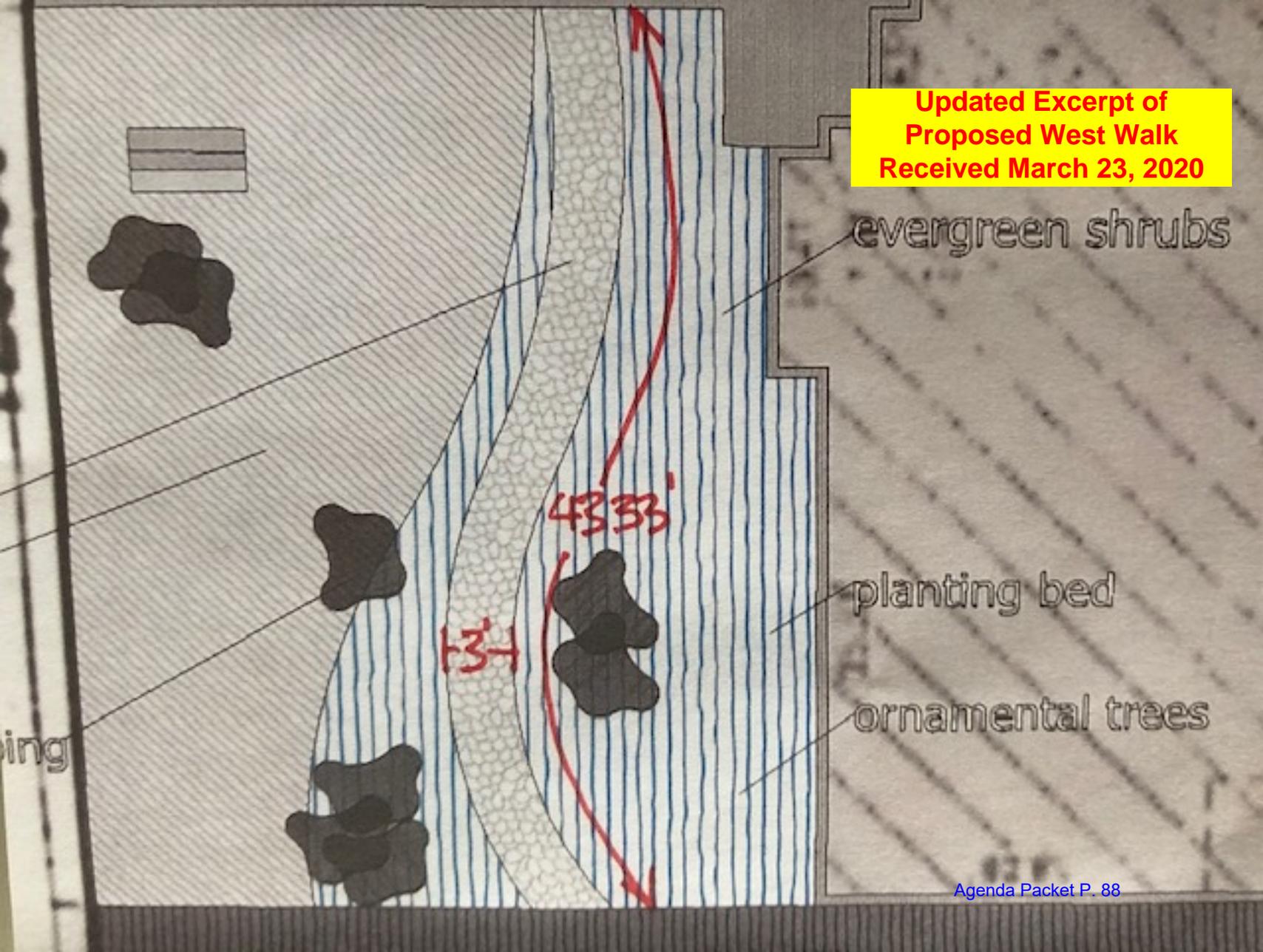


Updated Excerpt of
Proposed West Walk
Received March 23, 2020

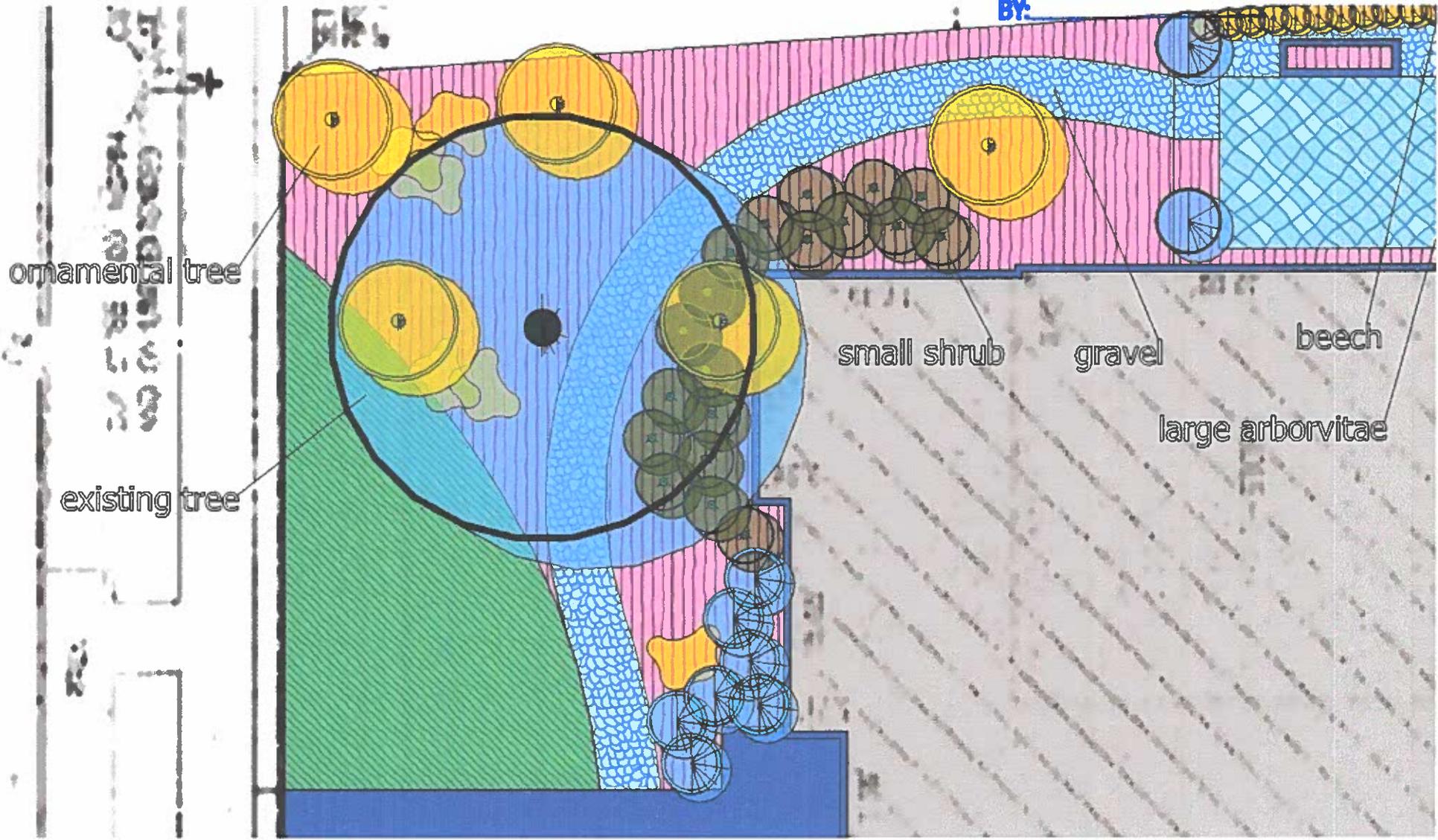
evergreen shrubs

planting bed

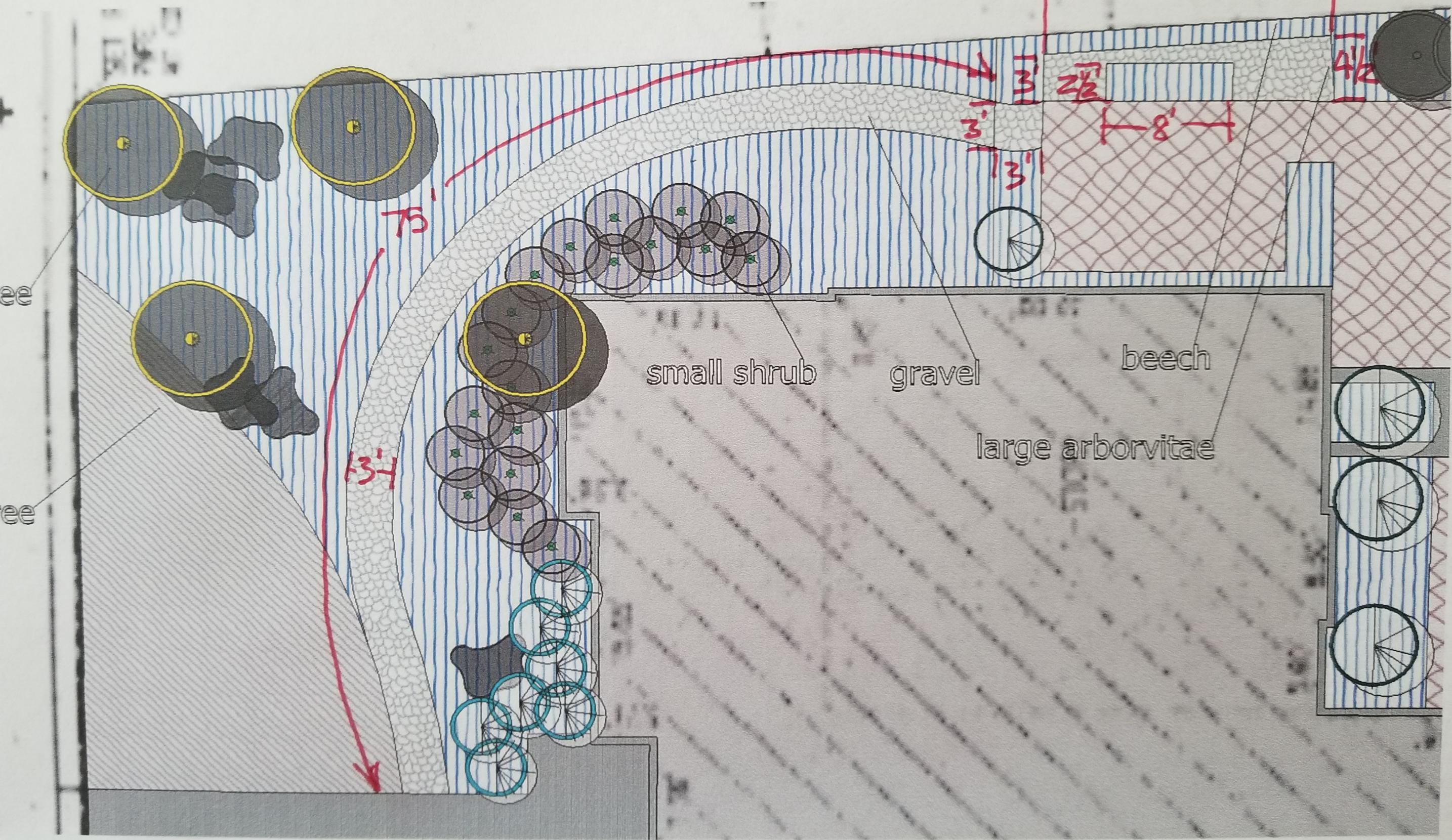
ornamental trees



RECEIVED
MAR 10 2020
BY:



total gravel walkway = 415.2 sq ft



small shrub

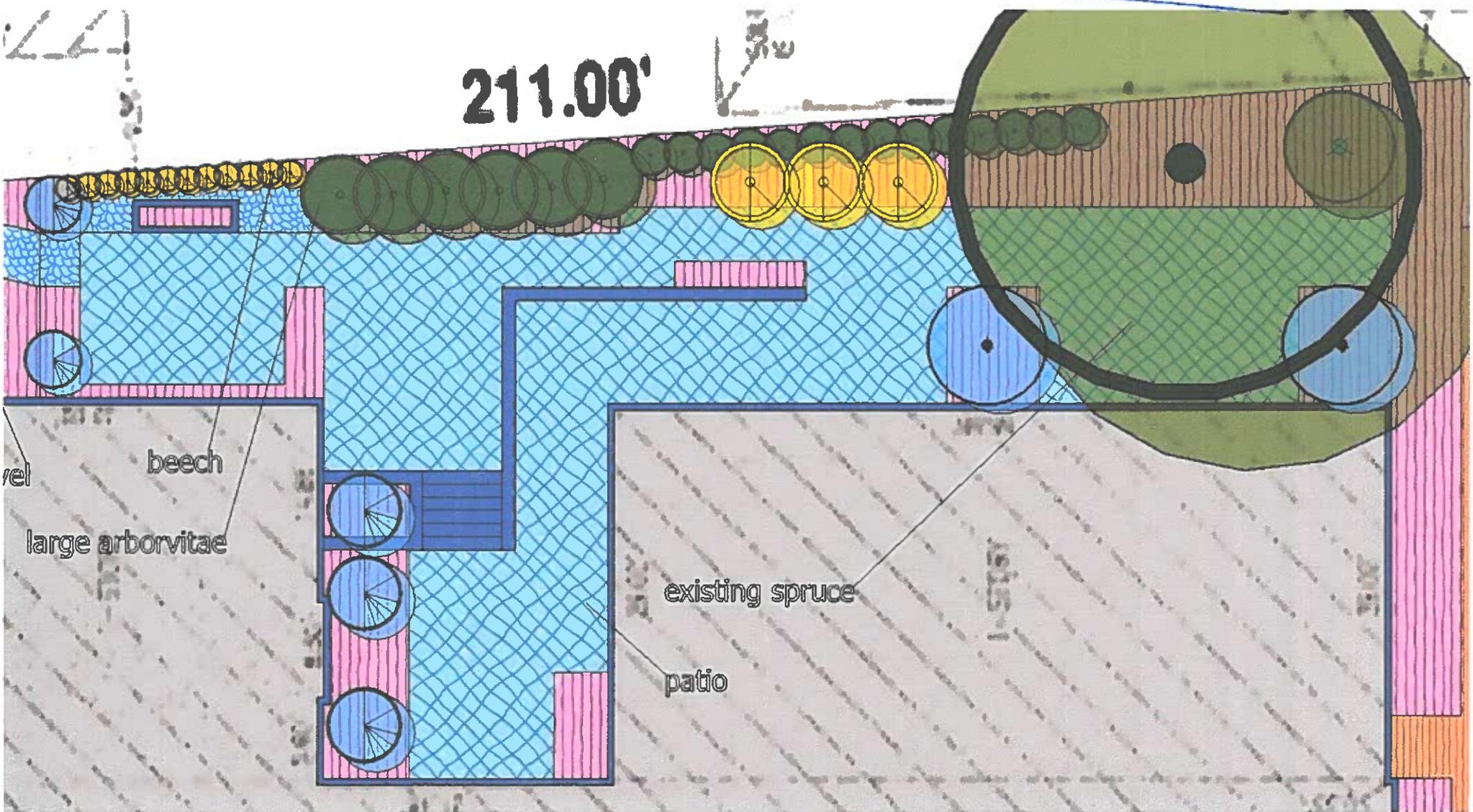
gravel

beech

large arborvitae

RECEIVED
MAR 10 2020
BY:

211.00'



rel
beech
large arborvitae

existing spruce
patio

VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

ORDINANCE NO. M-2-2018

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND
VARIATIONS FROM THE WINNETKA ZONING ORDINANCE FOR THE
CONSTRUCTION OF IMPROVEMENTS AT WITHIN THE B-1
MULTIFAMILY RESIDENTIAL ZONING DISTRICT (700 Elm Street)**



1815122055

Doc# 1815122055 Fee \$84.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/31/2018 03:27 PM PG: 1 OF 24

PASSED AND APPROVED by the
President and Board of Trustees
of the Village of Winnetka,
Cook County, Illinois, this
2nd day of January, 2018.

PUBLISHED IN PAMPHLET FORM

by authority of the President
and Board of Trustees of the
Village of Winnetka, Cook
County, Illinois, this 3rd day of
January, 2018.

MAY 23 2018

ORDINANCE NO. M-2-2018

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND
VARIATIONS FROM THE WINNETKA ZONING ORDINANCE
FOR THE CONSTRUCTION OF IMPROVEMENTS AT
WITHIN THE B-1 MULTIFAMILY RESIDENTIAL ZONING DISTRICT
(700 Elm Street)**

WHEREAS, the Hadley Institute for the Blind and Visually Impaired ("*Applicant*") is the record title owner of that certain parcel of real property commonly known as 700 Elm Street Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, the Subject Property is improved with a two-story building known as the Hadley Institute for the Blind and Visually Impaired ("*Building*"); and

WHEREAS, the Subject Property is located within the B-1 Multifamily Residential Zoning District of the Village ("*B-1 District*"); and

WHEREAS, the Applicant desires to construct on the Subject Property two second-floor additions to the Building (collectively, the "*Proposed Improvements*"); and

WHEREAS, pursuant to Section 17.32.010.F of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), the Subject Property is prohibited from having an impermeable lot coverage of more than 15,789 square feet; and

WHEREAS, pursuant to Section 17.32.010.M of the Zoning Ordinance, the Subject Property may not have an unarticulated exterior wall greater than 50 feet in length; and

WHEREAS, pursuant to Section 17.32.010.O of the Zoning Ordinance, flat roofs are not permitted on the Subject Property; and

WHEREAS, the Applicant desires to construct the Proposed Improvements on the Subject Property with: (i) an impermeable lot coverage of 18,421 square feet, in violation of Section 17.32.010.F of the Zoning Ordinance; (ii) an unarticulated exterior wall on the east side of the Building approximately 59 feet in length, in violation of Section 17.32.010.M of the Zoning Ordinance; and (iii) flat roofs, in violation of Section 17.32.010.O of the Zoning Ordinance; and

WHEREAS, pursuant to Section 17.32.010.B.2 of the Zoning Ordinance, the operation of an institution of an educational, philanthropic or eleemosynary nature is permitted within the B-1 District only with a special use permit; and

WHEREAS, pursuant to Section 17.56.090 of the Zoning Ordinance, no special use may be enlarged or extended by structural alteration of a building or structure without a special use permit; and

WHEREAS, the Applicant filed an application for: (i) a special use permit pursuant to Section 17.32.010.B.2 and Chapter 17.56 of the Zoning Ordinance to allow expansion of the Building through construction of the Proposed Improvements ("*Special Use Permit*"); and (ii) variations from (a) Section 17.32.010.F of the Zoning Ordinance to permit the construction of the Proposed Improvements on the Subject Property with an impermeable lot coverage of 18,421 square feet; (b) Section 17.32.101.M of the Zoning Ordinance to permit the construction of the Proposed Improvements on the Subject Property with an unarticulated exterior wall on the east side of the Building approximately 59 feet in length; and (c) Section 17.32.010.O of the Zoning Ordinance to permit the construction of the Proposed Improvements on the Subject Property with flat roofs (collectively, "*Variations*") (collectively, the Special Use Permit and the Variations are the "*Requested Relief*"); and

WHEREAS, on November 13, 2017, after due notice thereof, the Zoning Board of Appeals ("*ZBA*") conducted a public hearing on the Requested Relief and, by the unanimous vote of the seven members, recommended that the Council of the Village of Winnetka ("*Village Council*") approve the Requested Relief; and

WHEREAS, pursuant to Chapter 17.60 and Chapter 17.56 of the Zoning Ordinance, the ZBA heard evidence and made certain findings in support of recommending approval of the Variations and the Special Use Permit, respectively; and

WHEREAS, on November 15, 2017, after due notice thereof, the Plan Commission met to consider whether approval of the Requested Relief is consistent with "Winnetka 2020," the Winnetka comprehensive plan ("*Comprehensive Plan*"), and found, by a vote of 7 in favor and none opposed, and, that approval of the Requested Relief is consistent with the Comprehensive Plan; and

WHEREAS, on October 19, 2017, after due notice thereof, the Design Review Board met to consider the Requested Relief and, by unanimous vote of the five members then present, recommended that the Village Council approve the Requested Relief; and

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

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit: (i) is consistent with the Comprehensive Plan; and (ii) satisfies the standards for the approval of special use permits set forth in Chapter 17.56 of the Zoning Ordinance; and

WHEREAS, the Village Council has determined that approval of the Requested Relief for the construction of the Proposed Improvements on the Subject Property within the B-1 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF SPECIAL USE PERMIT. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.32.010.B.2 of the Zoning Ordinance and the home rule powers of the Village, to allow the construction of the Proposed Improvements and the expanded use and operation of an institution of an educational, philanthropic or eleemosynary nature on the Subject Property within the B-1 District.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Variations from Sections 17.32.010.F, 17.32.010.M, or 17.32.010.O of the Zoning Ordinance to permit the construction of the Proposed Improvements on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 4: CONDITIONS. The Special Use Permit granted by Section 2 of this Ordinance and the Variations granted by Section 3 of this Ordinance are subject to, and contingent upon, compliance by the Applicant with the following conditions:

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

with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards: the plans prepared by Fitzgerald Architecture, Planning, and Design, consisting of 14 sheets, a copy of which is attached to, and by this reference, made a part of this Ordinance as **Exhibit B** (“Plans”).

SECTION 5: 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 6: 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 and 3 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 and 3 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 7: AMENDMENT OF VARIATIONS AND SPECIAL USE PERMIT. Any amendments to the approvals granted in Sections 2 and 3 of this Ordinance 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 8: 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 9: 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 9.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.

PASSED this 2nd day of January, 2018, pursuant to the following roll call vote:

AYES: Trustees Cripe, Dearborn, Lanphier, Myers, Swierk and Ziv
 NAYS: None
 ABSENT: None

Signed _____
 [Redacted Signature]
 Village President

Countersigned:
 [Redacted Signature]
 Village Clerk

Published by authority of the
 President and Board of Trustees of
 the Village of Winnetka, Illinois,
 this 3rd day of January, 2018.

Introduced: Waived

Passed and Approved: January 2, 2018

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

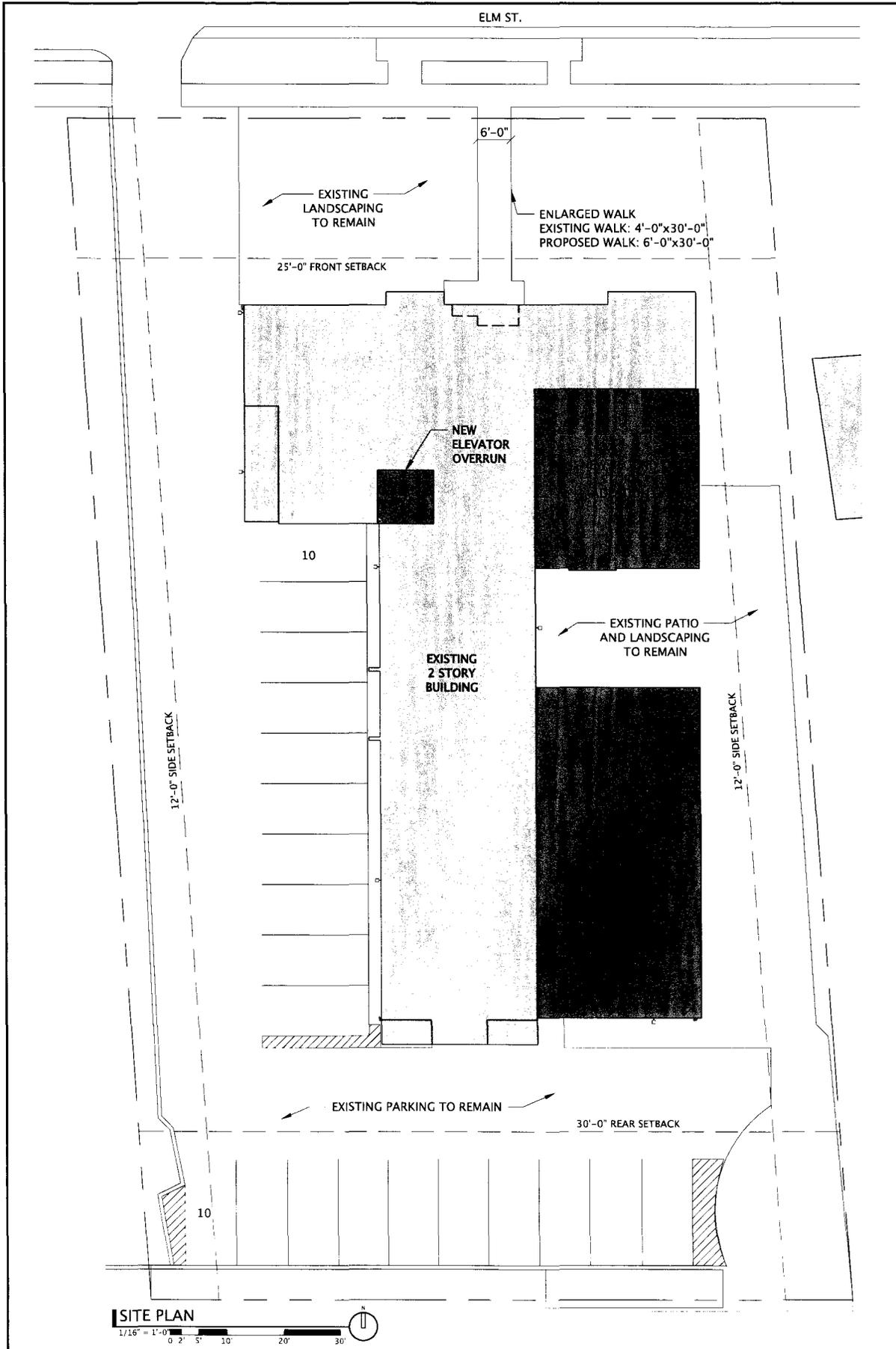
LOT 2 IN HADLEY SCHOOL SUBDIVISION IN THE WEST 1/2 OF THE
NORTHWEST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 42 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS

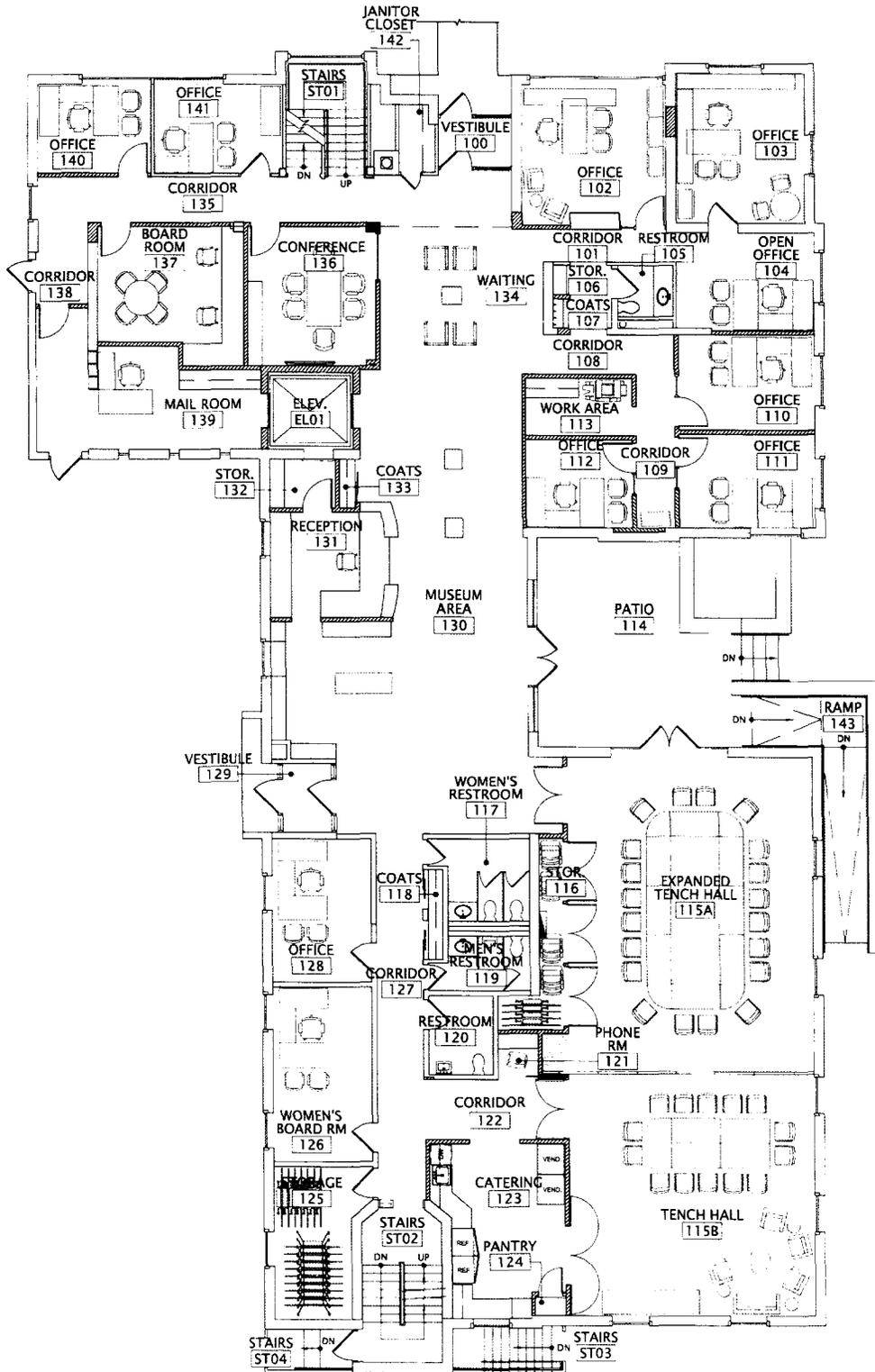
Commonly known as 700 Elm Street, Winnetka, Illinois.

PIN 05-21-109-013-0000

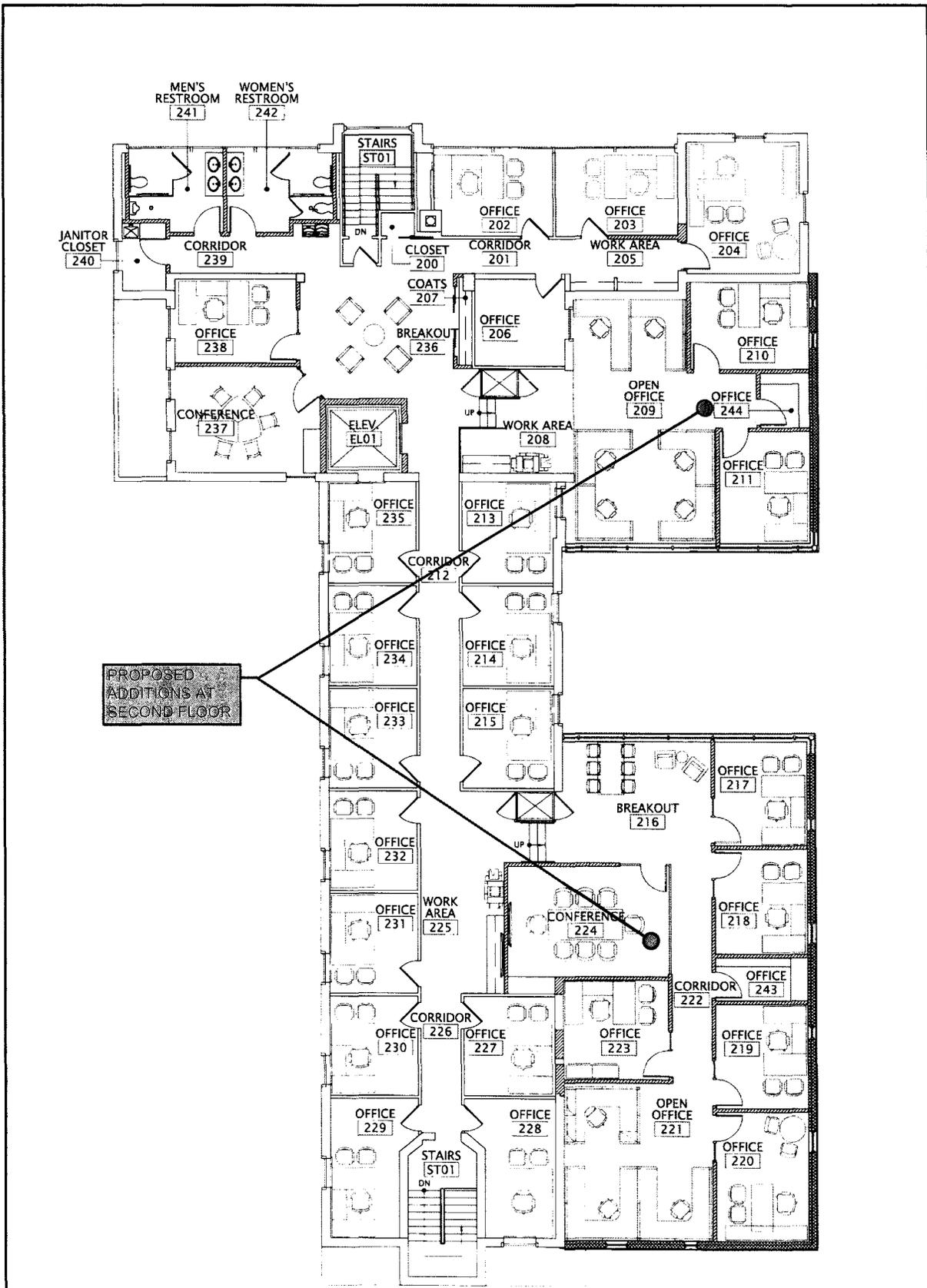
EXHIBIT B
PLANS

EXHIBIT B





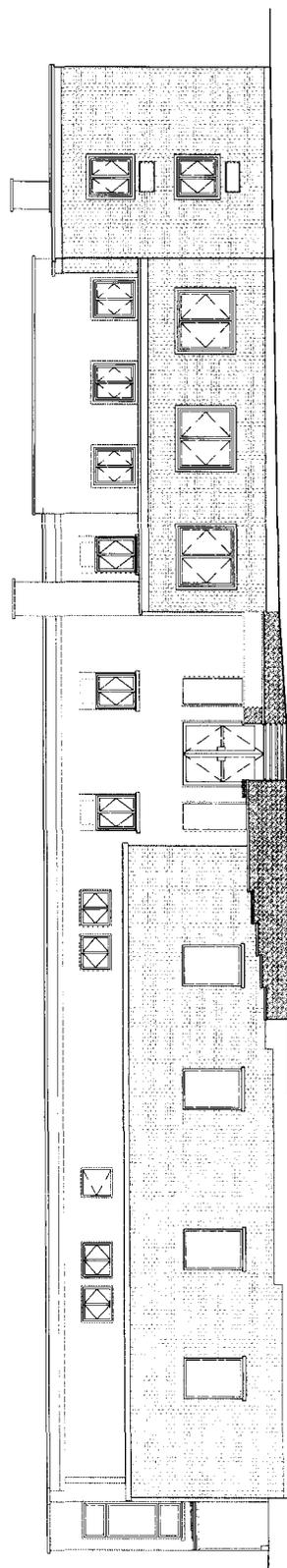
MAIN LEVEL PLAN
 3/32" = 1'-0"
 0 2' 5' 10' 15' 20'



PROPOSED
ADDITIONS AT
SECOND FLOOR

SECOND LEVEL PLAN
3/32" = 1'-0"

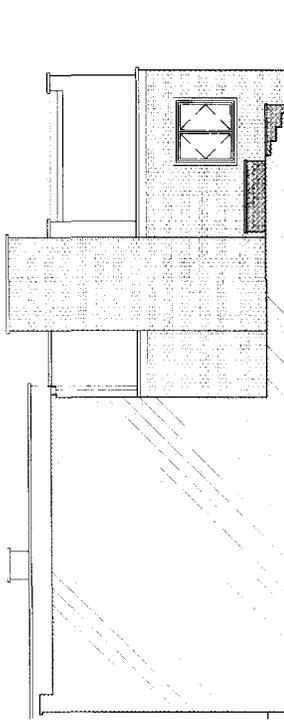
- TOP OF CHIMNEY
+22'-10 1/2" (ELEV. 79'-10 1/2")
- TOP 1951 SOUTH PARAPET
+20'-11 1/2" (ELEV. 77'-11 1/2")
- TOP 1970 PARAPET
+20'-1" (ELEV. 77'-1")
- TOP 1951 NORTH PARAPET
+19'-1 1/2" (ELEV. 76'-1 1/2")
- TOP 1970 1ST FLOOR PARAPET
+13'-1" (ELEV. 70'-1")
- TOP 1951 1ST FLOOR PARAPET
+11'-4" (ELEV. 68'-4")
- SECOND FLOOR LINE
+10'-0" (ELEV. 67'-0")
- FIRST FLOOR LINE
0'-0" (ELEV. 57'-0")



EXISTING EAST ELEVATION
3/32" = 1'-0"
0 2 5 10 15 20'

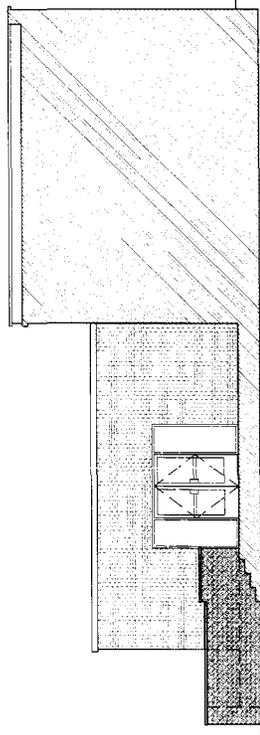
- BASEMENT FLOOR LINE
-8'-0" (ELEV. 49'-0")
- BOOK STACK FLOOR LINE
-12'-8" (ELEV. 44'-4")

- TOP OF CHIMNEY
+22'-10 1/2" (ELEV. 79'-10 1/2")
- TOP 1951 SOUTH PARAPET
+20'-11 1/2" (ELEV. 77'-11 1/2")
- TOP 1970 PARAPET
+20'-1" (ELEV. 77'-1")
- TOP 1951 NORTH PARAPET
+19'-1 1/2" (ELEV. 76'-1 1/2")
- TOP 1970 1ST FLOOR PARAPET
+13'-1" (ELEV. 70'-1")
- TOP 1951 1ST FLOOR PARAPET
+11'-4" (ELEV. 68'-4")
- SECOND FLOOR LINE
+10'-0" (ELEV. 67'-0")
- FIRST FLOOR LINE
0'-0" (ELEV. 57'-0")



EXISTING NORTH PATIO ELEVATION
3/32" = 1'-0"
0 2 5 10 15 20'

- BASEMENT FLOOR LINE
-8'-0" (ELEV. 49'-0")
- BOOK STACK FLOOR LINE
-12'-8" (ELEV. 44'-4")



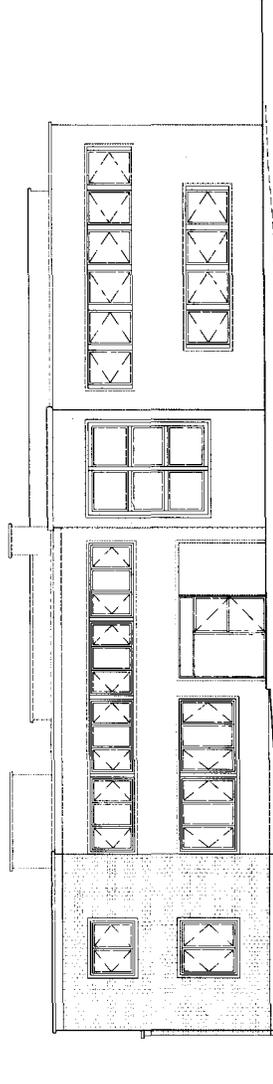
EXISTING SOUTH PATIO ELEVATION
3/32" = 1'-0"
0 2 5 10 15 20'

- TOP OF CHIMNEY
+22'-10 1/2" (ELEV. 79'-10 1/2")
- TOP 1951 SOUTH PARAPET
+20'-11 1/2" (ELEV. 77'-11 1/2")
- TOP 1970 PARAPET
+20'-1" (ELEV. 77'-1")
- TOP 1951 NORTH PARAPET
+19'-1 1/2" (ELEV. 76'-1 1/2")
- TOP 1970 1ST FLOOR PARAPET
+13'-1" (ELEV. 70'-1")
- TOP 1951 1ST FLOOR PARAPET
+11'-4" (ELEV. 68'-4")
- SECOND FLOOR LINE
+10'-0" (ELEV. 67'-0")
- FIRST FLOOR LINE
0'-0" (ELEV. 37'-0")

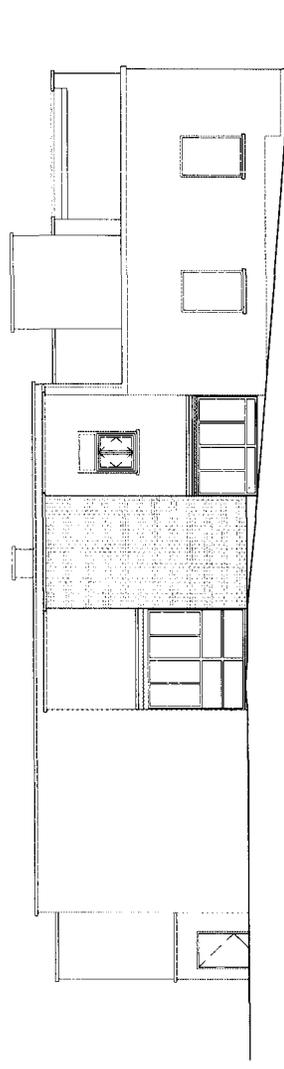
- BASEMENT FLOOR LINE
-8'-0" (ELEV. 49'-0")
- BOOK STACK FLOOR LINE
-12'-8" (ELEV. 44'-4")

- TOP OF CHIMNEY
+22'-10 1/2" (ELEV. 79'-10 1/2")
- TOP 1951 SOUTH PARAPET
+20'-11 1/2" (ELEV. 77'-11 1/2")
- TOP 1970 PARAPET
+20'-1" (ELEV. 77'-1")
- TOP 1951 NORTH PARAPET
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- TOP 1970 1ST FLOOR PARAPET
+13'-1" (ELEV. 70'-1")
- TOP 1951 1ST FLOOR PARAPET
+11'-4" (ELEV. 68'-4")
- SECOND FLOOR LINE
+10'-0" (ELEV. 67'-0")
- FIRST FLOOR LINE
0'-0" (ELEV. 37'-0")

- BASEMENT FLOOR LINE
-8'-0" (ELEV. 49'-0")
- BOOK STACK FLOOR LINE
-12'-8" (ELEV. 44'-4")

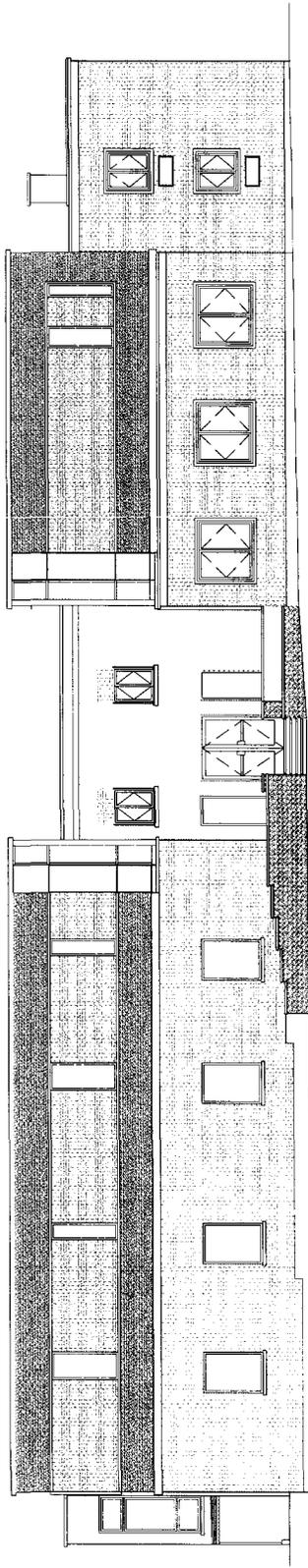


EXISTING NORTH ELEVATION
3/32" = 1'-0"
0 2 5 10 15 20



EXISTING SOUTH ELEVATION
3/32" = 1'-0"
0 2 5 10 15 20

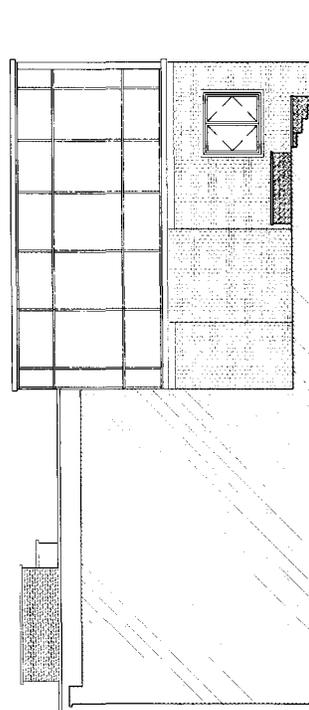
- TOP OF NEW ADDITION
+25'-3 1/2" (ELEV. 82'-3 1/2")
- TOP OF ELEVATOR
+24'-3 1/2" (ELEV. 81'-3 1/2")
- TOP OF CHIMNEY
+22'-10 1/2" (ELEV. 79'-10 1/2")
- TOP 1951 SOUTH PARAPET
+20'-11 1/2" (ELEV. 77'-11 1/2")
- TOP 1970 PARAPET
+20'-1" (ELEV. 77'-1")
- TOP 1951 NORTH PARAPET
+19'-1 1/2" (ELEV. 76'-1 1/2")
- TOP 1970 1ST FLOOR PARAPET
+13'-1" (ELEV. 70'-1")
- TOP 1951 1ST FLOOR PARAPET
+11'-4" (ELEV. 68'-4")
- SECOND FLOOR LINE
+10'-0" (ELEV. 67'-0")
- FIRST FLOOR LINE
0'-0" (ELEV. 57'-0")



PROPOSED EAST ELEVATION
3/32" = 1'-0" 0 2 5 10 15 20

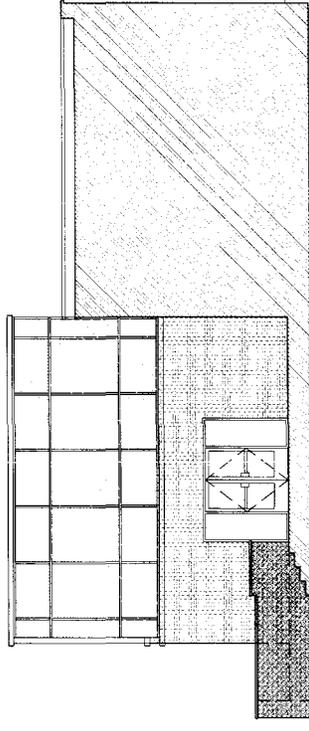
- BASEMENT FLOOR LINE
-8'-0" (ELEV. 49'-0")
- BOOK STACK FLOOR LINE
-12'-8" (ELEV. 44'-4")

- TOP OF NEW ADDITION
+25'-3 1/2" (ELEV. 82'-3 1/2")
- TOP OF ELEVATOR
+24'-3 1/2" (ELEV. 81'-3 1/2")
- TOP OF CHIMNEY
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- TOP 1951 SOUTH PARAPET
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- SECOND FLOOR LINE
+10'-0" (ELEV. 67'-0")
- FIRST FLOOR LINE
0'-0" (ELEV. 57'-0")



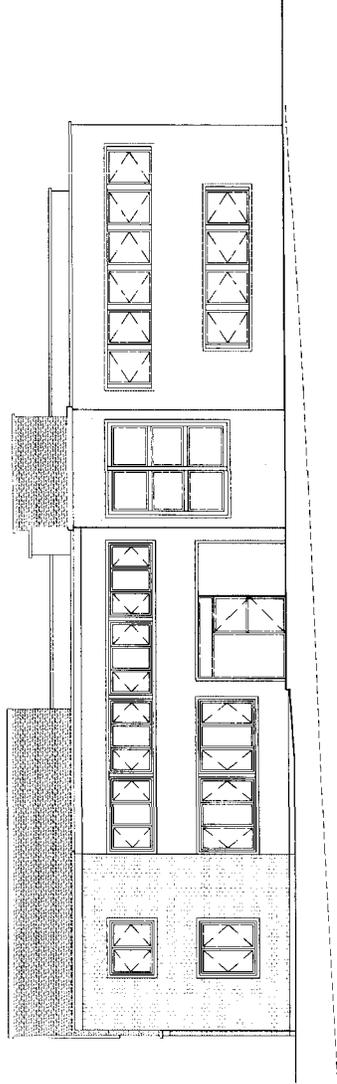
PROPOSED NORTH PATIO ELEVATION
3/32" = 1'-0" 0 2 5 10 15 20

- BASEMENT FLOOR LINE
-8'-0" (ELEV. 49'-0")
- BOOK STACK FLOOR LINE
-12'-8" (ELEV. 44'-4")



PROPOSED SOUTH PATIO ELEVATION
3/32" = 1'-0" 0 2 5 10 15 20

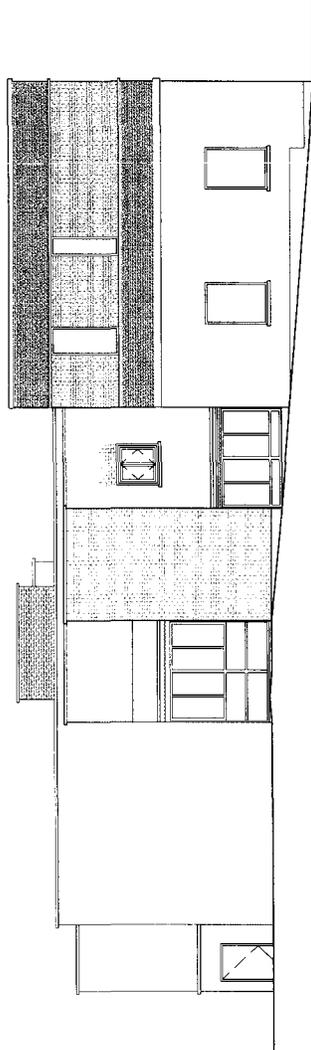
- TOP OF NEW ADDITION
+25'-3 1/2" (ELEV. 82'-3 1/2")
- TOP OF ELEVATOR
+24'-3 1/2" (ELEV. 81'-3 1/2")
- TOP OF CHIMNEY
+22'-10 1/2" (ELEV. 79'-10 1/2")
- TOP 1951 SOUTH PARAPET
+20'-11 1/2" (ELEV. 77'-11 1/2")
- TOP 1970 PARAPET
+20'-1" (ELEV. 77'-1")
- TOP 1951 NORTH PARAPET
+19'-1 1/2" (ELEV. 76'-1 1/2")
- TOP 1970 1ST FLOOR PARAPET
+13'-1" (ELEV. 70'-1")
- TOP 1951 1ST FLOOR PARAPET
+11'-4" (ELEV. 68'-4")
- SECOND FLOOR LINE
+10'-0" (ELEV. 67'-0")
- FIRST FLOOR LINE
0'-0" (ELEV. 37'-0")



- BASEMENT FLOOR LINE
-8'-0" (ELEV. 49'-0")
- BOOK STACK FLOOR LINE
-12'-8" (ELEV. 44'-4")

PROPOSED NORTH ELEVATION
1/8" = 1'-0" 0 1' 2' 5' 10' 15'

- TOP OF NEW ADDITION
+25'-3 1/2" (ELEV. 82'-3 1/2")
- TOP OF ELEVATOR
+24'-3 1/2" (ELEV. 81'-3 1/2")
- TOP OF CHIMNEY
+22'-10 1/2" (ELEV. 79'-10 1/2")
- TOP 1951 SOUTH PARAPET
+20'-11 1/2" (ELEV. 77'-11 1/2")
- TOP 1970 PARAPET
+20'-1" (ELEV. 77'-1")
- TOP 1951 NORTH PARAPET
+19'-1 1/2" (ELEV. 76'-1 1/2")
- TOP 1970 1ST FLOOR PARAPET
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+11'-4" (ELEV. 68'-4")
- SECOND FLOOR LINE
+10'-0" (ELEV. 67'-0")
- FIRST FLOOR LINE
0'-0" (ELEV. 37'-0")



- BASEMENT FLOOR LINE
-8'-0" (ELEV. 49'-0")
- BOOK STACK FLOOR LINE
-12'-8" (ELEV. 44'-4")

PROPOSED SOUTH ELEVATION
1/8" = 1'-0" 0 1' 2' 5' 10' 15'



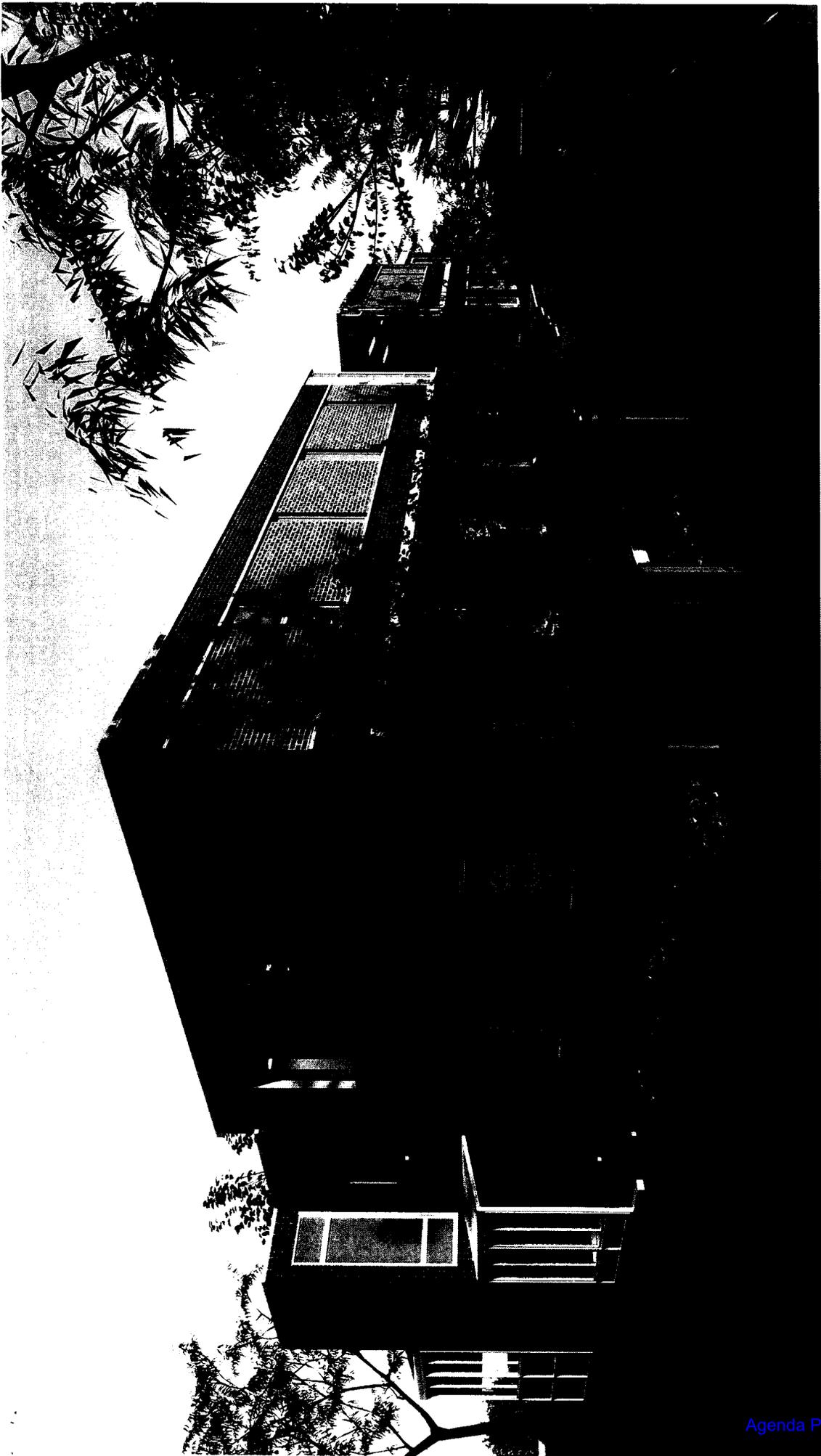






FITZGERALD
ARCHITECTURE | PLANNING | DESIGN

HADLEY
INSTITUTE FOR THE BLIND
AND VISUALLY IMPAIRED



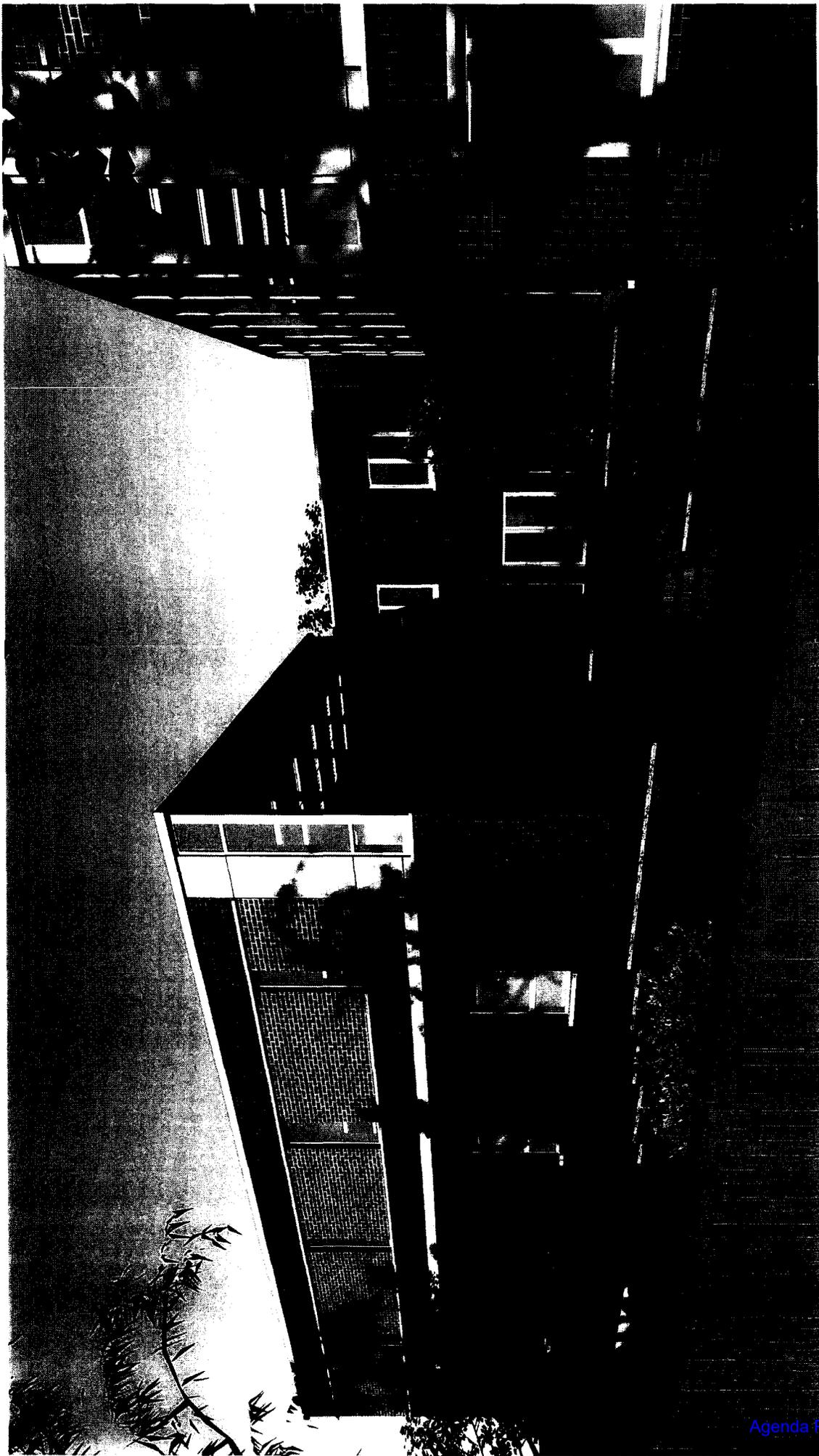


EXHIBIT C
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, the Hadley Institute for the Blind and Visually Impaired ("*Applicant*") is the record title owner of the property commonly known as 700 Elm Street in the Village ("*Subject Property*")

WHEREAS, the Applicant desires to construct on the Subject Property two second-floor additions to the existing two-story building ("*Proposed Improvements*"); and

WHEREAS, Ordinance No. M-2-2018, adopted by the Village Council on January 2, 2018 ("*Ordinance*"), grants a certain variations from the provisions of the Winnetka Zoning Ordinance and a special use permit to the Applicant to permit the construction of the Proposed Improvements on the Subject Property and the expanded use of the Subject Property for the operation of an educational, philanthropic, or eleemosynary institution; and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

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

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

Dated: May 23, 2018

ATTEST:

HADLEY INSTITUTE FOR THE BLIND AND VISUALLY IMPAIRED

By: 
Its: Chief Human Resources Officer

By: 
Its: Chief Operating Officer



MEMORANDUM VILLAGE OF WINNETKA

TO: DESIGN REVIEW BOARD
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: JUNE 12, 2020
SUBJECT: CASE NO. 20-14-V2: 700 ELM STREET - HADLEY INSTITUTE FOR THE BLIND AND VISUALLY IMPAIRED - CERTIFICATE OF APPROPRIATENESS

INTRODUCTION

On June 18, 2020, the Design Review Board (DRB) is scheduled to hold a virtual public hearing, in accordance with social distancing requirements and Governor Pritzker's Executive Order, on an application submitted by the Hadley Institute for the Blind and Visually Impaired (the "Applicant"), as the owner of the property at 700 Elm Street (the "Subject Property"). The Applicant is seeking a Certificate of Appropriateness to allow construction of new front walkways on the Subject Property.

In addition to the Certificate of Appropriateness being considered by the DRB, the Applicant also submitted a variation application seeking approval to exceed the maximum permitted impermeable lot coverage (ILC). As will be discussed later in this report, the site currently exceeds the maximum permitted ILC. Therefore, the proposed walkways require zoning relief. The Zoning Board of Appeals considered the variation application at its meeting on June 8, 2020 and voted unanimously to recommend approval of the requested zoning relief. The Village Council has final jurisdiction on the requested zoning relief.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.6 acres in size, is located on the south side of Elm Street, between Lincoln Avenue and Maple Street and is improved with an existing two-story institutional building (see Figure 1). The property is zoned B-1 Multifamily Residential, and it is bordered B-1 Multifamily to the west, R-4 Single Family Residential to the north, south, and east, and R-5 Single Family Residential and B-2 Multifamily Residential to the south.

PREVIOUS APPROVALS

On February 22, 2019, the DRB approved screening of the rooftop mechanical units on the existing building.

On October 19, 2017, the DRB recommended approval of two additions to the second-story of the existing building. After receiving favorable recommendations from all three advisory bodies, on January 2, 2018, Ordinance M-2-2018 was adopted by the Village Council, granting a Special Use Permit and variations to allow construction of two additions to the second story of the existing building. The variations were (a) to permit an impermeable lot coverage of 18,421 square feet to expand the existing entry sidewalk; (b) to permit an unarticulated exterior wall on the east side of the building

approximately 59 feet in length; and (c) to permit the second-story additions to incorporate a flat roof form. Ordinance M-2-20018 is included in this report as Attachment D. Construction of the addition was completed in November 2019.

Landscaping improvements were not part of the proposal that was reviewed by the DRB in 2017 and ultimately approved by the Village Council in 2018. At that time, landscaping was not proposed as the Applicant wanted to see what landscaping would survive the construction. Now that construction of the additions is complete, the Applicant is proposing the landscape improvements currently proposed.



Figure 1 – Aerial Map



Figure 2 – Subject Property



Figure 3 – Subject Property

CURRENT REQUEST

The Applicant is proposing landscape improvements for the Subject Property. The improvements include a walkway across the front lawn area as well landscaping themes for each section of the property that represent regions of Illinois. According to the explanation provided by the Applicant, the landscaping themes would be as follows: (i) a woodland walk in the northeast area of the property; (ii) a bluff garden in the northwest area; (iii) a pollinator garden along the rear of the property; and (iv) a bird/butterfly garden in the courtyard on the east side of the property. The garden areas are identified on a landscaping plan provided in the application materials, which is included in this report as Attachment A.

All of the garden areas will be focused on native and woody plants, while maintaining an open front lawn area along the Elm Street sidewalk. More specifically, low native ferns and perennials are proposed under the existing birch tree in the front lawn. A similar front shrub border would be added along the north foundation of the building. Small native ornamental trees are proposed for the northwest area along Elm Street to represent a bluff-like setting. Low native perennials and a few dwarf ornamental conifers are also proposed for this area. The intent is to update the landscaping of the Subject Property to be more native and climate tolerant.

The proposed walkway would run east from the parking lot to the main concrete entrance walk to the building. The walkway would continue east along the front of the site and extend south along the east property line to connect with the existing walk on the east side of the Subject Property. The proposed

walkway would be constructed of a crushed stone, bluestone or granite. The walkway from the parking lot to the main entrance walk would measure approximately 130 square feet and the walk continuing east in the front lawn along the east portion of the lot would measure approximately 415 square feet. The proposed plan also includes adding approximately 300 square feet of stone outcroppings in the front lawn area between the parking lot and the existing walk to the main entrance. In total the proposed plan would add approximately 845 square feet of impermeable lot coverage.

Excerpts of the proposed plan are provided below and on the following page as Figures 4 through 6. The complete set of plans representing the proposed walkways and landscape plan is provided in Attachment A.

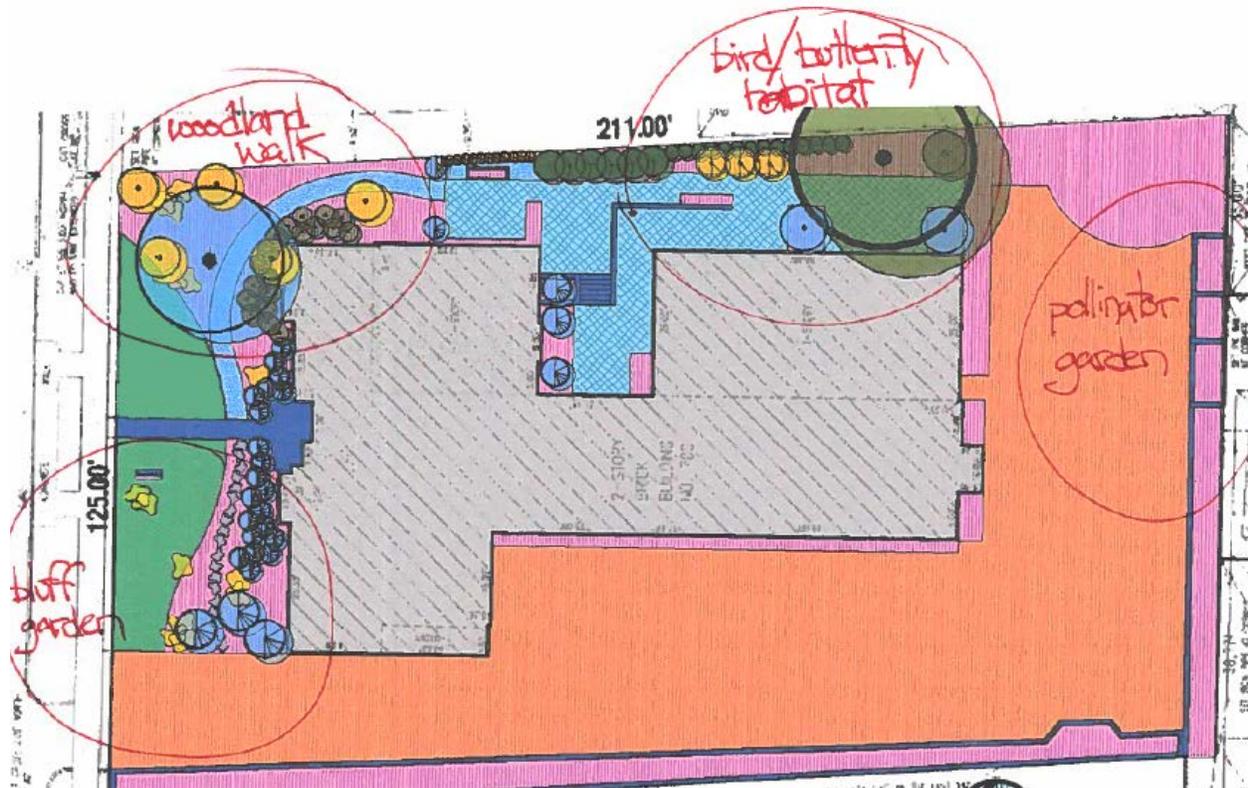


Figure 4 – Excerpt of Proposed Landscape Plan

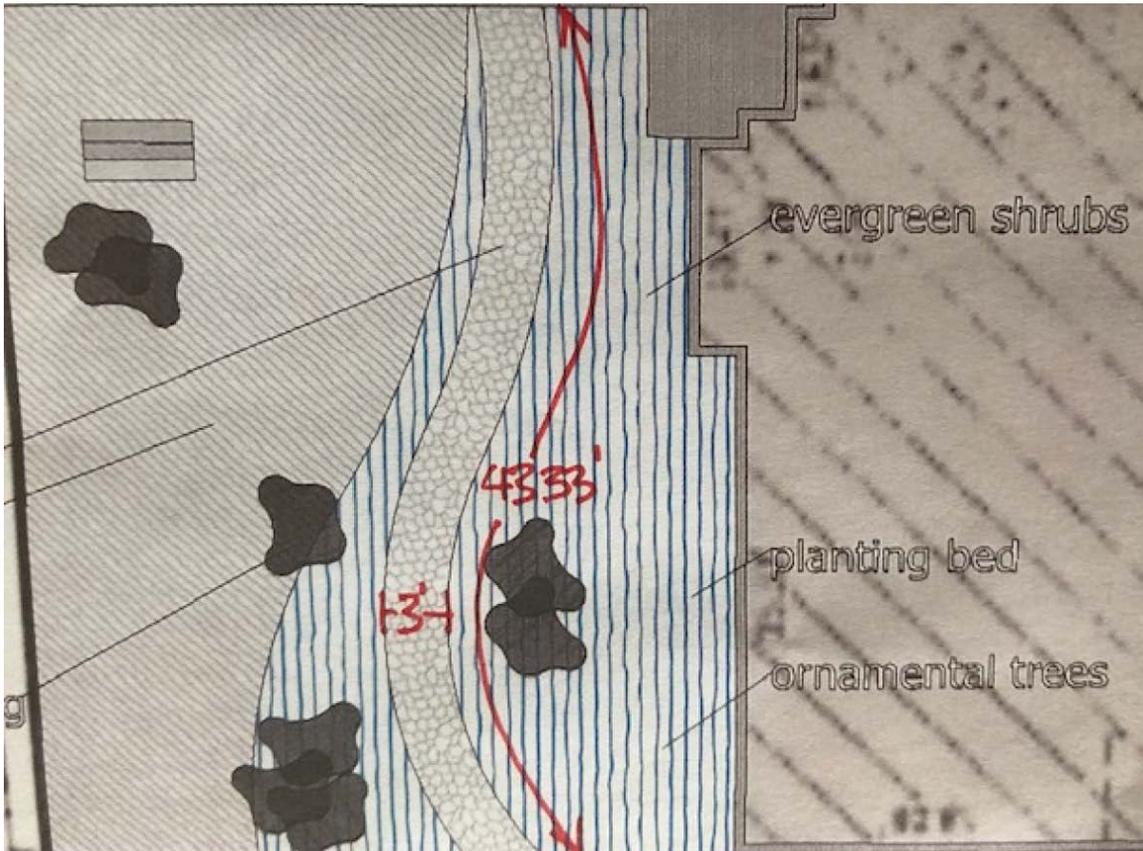


Figure 5 – Excerpt of Proposed Site Plan – West Walk

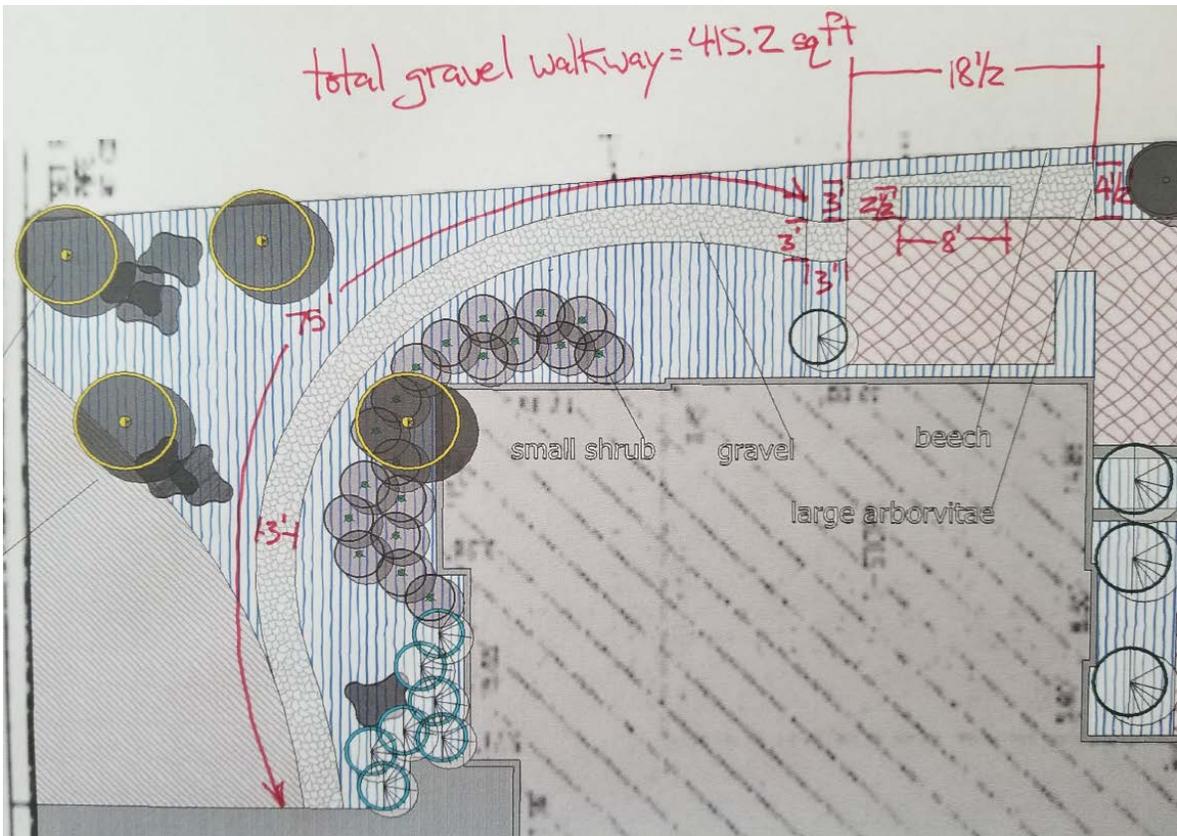


Figure 6 – Excerpt of Proposed Site Plan – East Walk

CONSIDERATION BY ZONING BOARD OF APPEALS

The Zoning Board of Appeals (ZBA) considered the request to exceed the permitted impermeable lot coverage (ILC) on June 8, 2020. The existing improvements are legally nonconforming with respect to the ILC limitations as the site currently contains 18,421 square feet of ILC, exceeding the maximum permitted ILC of 15,789 square feet by 2,632 square feet (16.67% over the maximum allowed). The proposed improvements would add an additional 845 square feet of ILC, requiring a variation of 3,477 square feet, or 22% of the maximum amount of ILC. After hearing from the Applicant, and no members of the public, the ZBA recommended, by a vote of 6-0, approval of the zoning variation.

DESIGN GUIDELINES ANALYSIS

The Village's Design Guidelines provides guidance on appropriately designed open spaces, a Village plant palette is also provided. Excerpts of these relevant sections are included in this report as Attachments B and C.

SUMMARY

The Applicant requests that the DRB find the proposed landscape improvements as appropriate and compatible with the Design Guidelines and approve the application as proposed. Should the DRB approve the application, the Applicant would first need to receive a building permit from the Community Development Department prior to commencing construction. Additionally, the requested zoning variation will also need to be approved by the Village Council.

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Excerpt of Design Guidelines – Open Space

Attachment C: Excerpt of Design Guidelines – Appendix B – Village Plant Palette

Attachment D: Ordinance M-2-2018, adopted January 2, 2018

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

CERTIFICATE OF APPROPRIATENESS APPLICATION

Project Address: 700 Elm St

Name of Business(es): Hadley Institute

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

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

Please provide a detailed description of the proposed work (attach additional information such as material specifications, photographs, etc.): lawn and garden install

I/We hereby certify that as Hadley (Lessee/Owner) of the property located at 700 Elm (address), I am/we are authorized to submit plans for alterations of the subject property. I/We agree to perform the subject work in accordance with the conditions of approval by the Winnetka Design Review Board as well as all other applicable codes, rules and regulations of the Village of Winnetka.

SIGNED 
PRINTED NAME(S) Mary Nelson
ADDRESS 700 Elm
PHONE NO. 800 323 4238
EMAIL hadley.edu

| FOR OFFICE USE ONLY | |
|-------------------------|-------------------|
| COA applied for (date): | <u>02.27.2020</u> |
| COA Case Number: | <u>20-14-V2</u> |
| COA Issued (date): | _____ |

| | |
|---------------------|-------|
| PRIMARY DESIGN FIRM | _____ |
| CONTACT NAME | _____ |
| ADDRESS | _____ |
| PHONE NO. | _____ |
| EMAIL | _____ |

COA-2020-134
\$125⁰⁰

February 25, 2020

Dear Village of Winnetka,

Thank you for taking the time to review my landscape concept for the Hadley Institute for the Blind and Visually Impaired.

The design I created for Hadley is based on respect for the environment and sustainability, while also creating a garden space that is appropriate to the neighboring area. Each major section of the property has been broken down into themes that represent regions of Illinois such as a Woodland Walk in the NE corner, a Bluff Garden in the NW quadrant, a Pollinator Garden in the far back elevated space along the S property line and then a Bird/Butterfly Garden in the SE quadrant of the courtyard. The front path will 'casually' connect the parking lot to the front lawn/garden areas, across the main front walkway and continue discreetly towards the east gate to the rear garden. Throughout all garden areas native forbs and woody plants will be heavily focused on, while also ensuring that the curb appeal of Hadley is clean and attractive all year long.

Keeping a large open lawn area was important to maintain the general curb appeal that Hadley has incorporated over the decades, so much of the front garden design keeps an open and clean lawn area adjacent to the pedestrian sidewalk and is set back enough to provide a large green space. The existing Birch tree will remain and the garden space surrounding it will sustain the tree's health by slightly increasing the actual garden bed under it to reduce compaction of the root system of the tree. Low native ferns and perennials will be added under the Birch tree to 'share' the garden space with the neighbor to the east so the transition between properties is seamless. Also the diffused border of plants (i.e. ferns and low perennials under the Birch tree) will disguise the side gate to the interior courtyard making it more discreet. A very similar front shrub border will be planted along the north foundation of Hadley and will extend out from the building approximately the same distance into the lawn as the previous decades-long border, again to maintain the curb appeal. In front of the low window well area, I want to excavate and shift the lowest spot slightly to the north, a bit more away from the window well area, to allow any excess water to sit and percolate into the ground *away* from the building. This terrain shift will not change how much water enters the property during a heavy rain event. It will only slightly shift where any standing water may sit after heavy downpours.

There will be a small copse of native ornamental trees, diminutive in stature, but will serve to anchor the NW corner of the building and replace the dead hawthorn tree that had been there for many years. Some large outcropping boulders will be subtly embedded in the NW quadrant of the design to represent a bluff-like setting and have low native perennials and a few dwarf ornamental conifers adjacent to some of them to provide structure and 12-month interest. All of these items will be low profile and mostly out of site due to the grade change at the NW corner of the building. Overall the garden bed shapes and sizes will be very similar to what Hadley has historically maintained, but the plant material will be updated to be more native and climate tolerant so the design can carry Hadley into the future as the garden spaces mature.

I have a deep, heartfelt connection to Winnetka, since my brother and his family live in the Village, and I believe that Hadley is such a wonderful establishment. It is an honor to take part in the process to create a design concept that we can work on together to keep Winnetka beautiful.

Thank you very much for your time and consideration.

Regards,

John Eskandari

Urban Plantsman LLC

urbanplantsman@gmail.com

773-458-0265



February 27, 2020

John Eskandari

The Urban Plantsman

7621 N. Greenview Ave. Unit 3A

Chicago, IL. 60626

Hadley School 700 Elm Street Winnetka, IL. 60093

material list

flagstone outcropping:



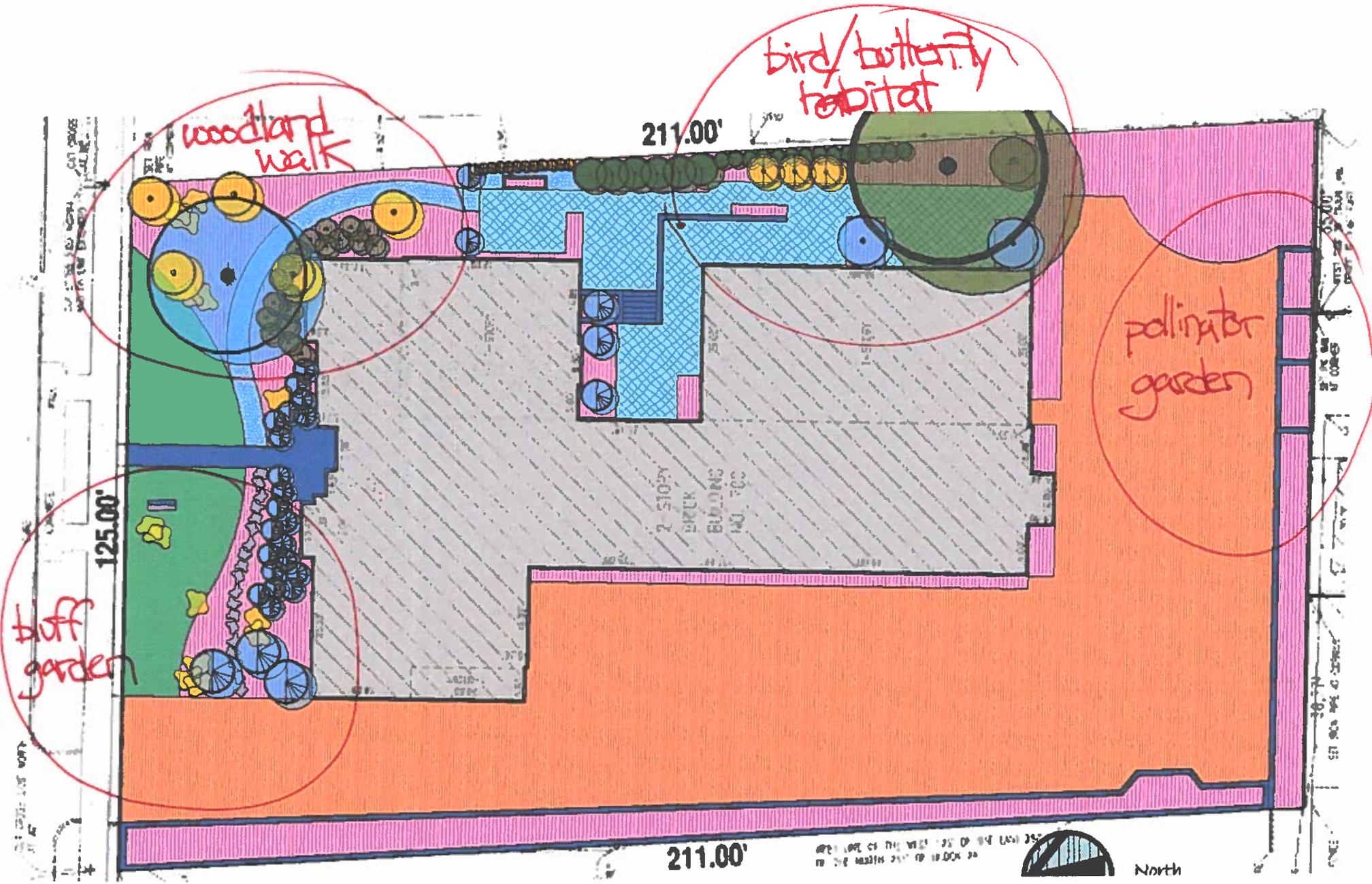


gravel pathway:



10/10/2019 10:10:10 AM





125.00'

125.00'

steppers

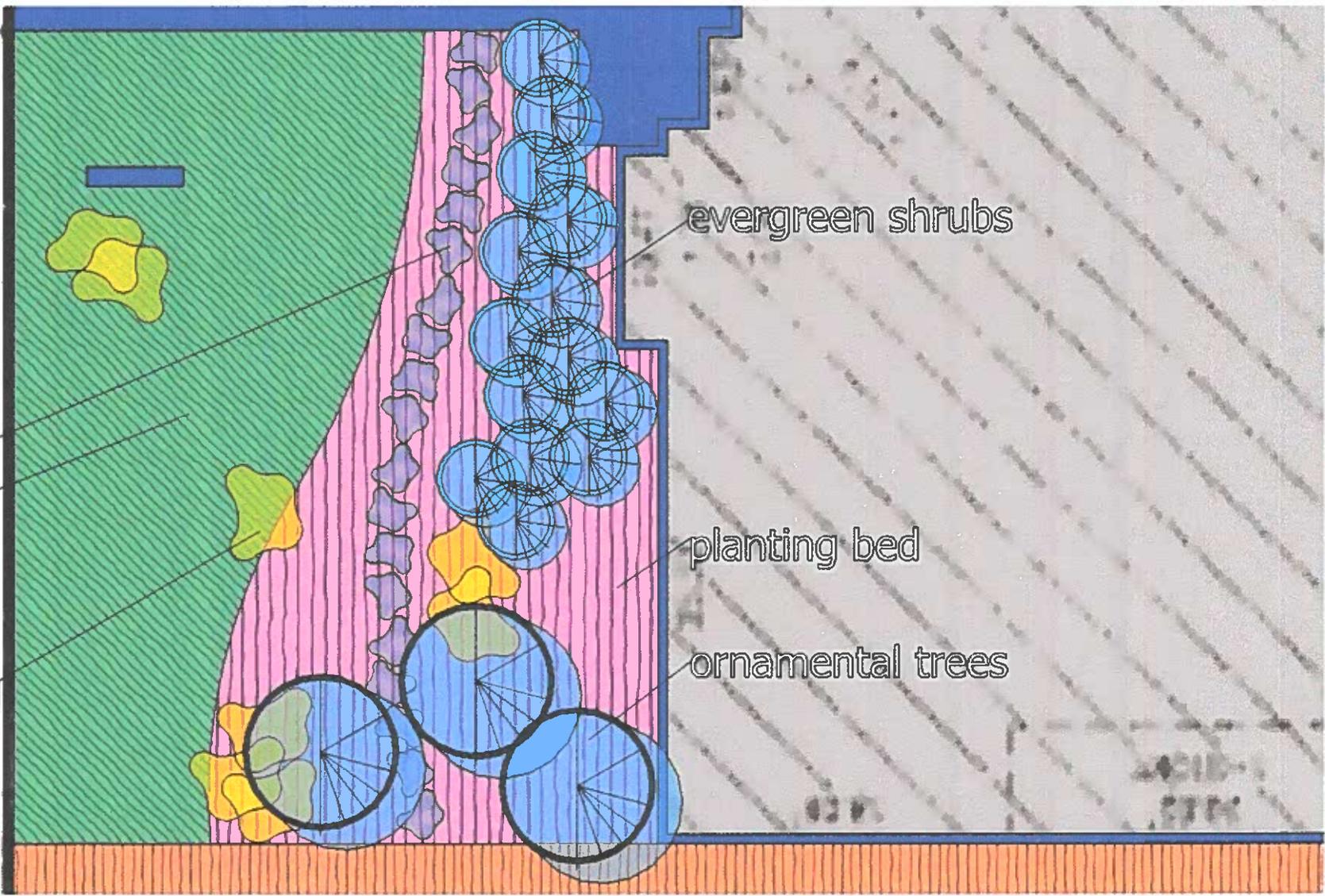
lawn

outcropping

evergreen shrubs

planting bed

ornamental trees

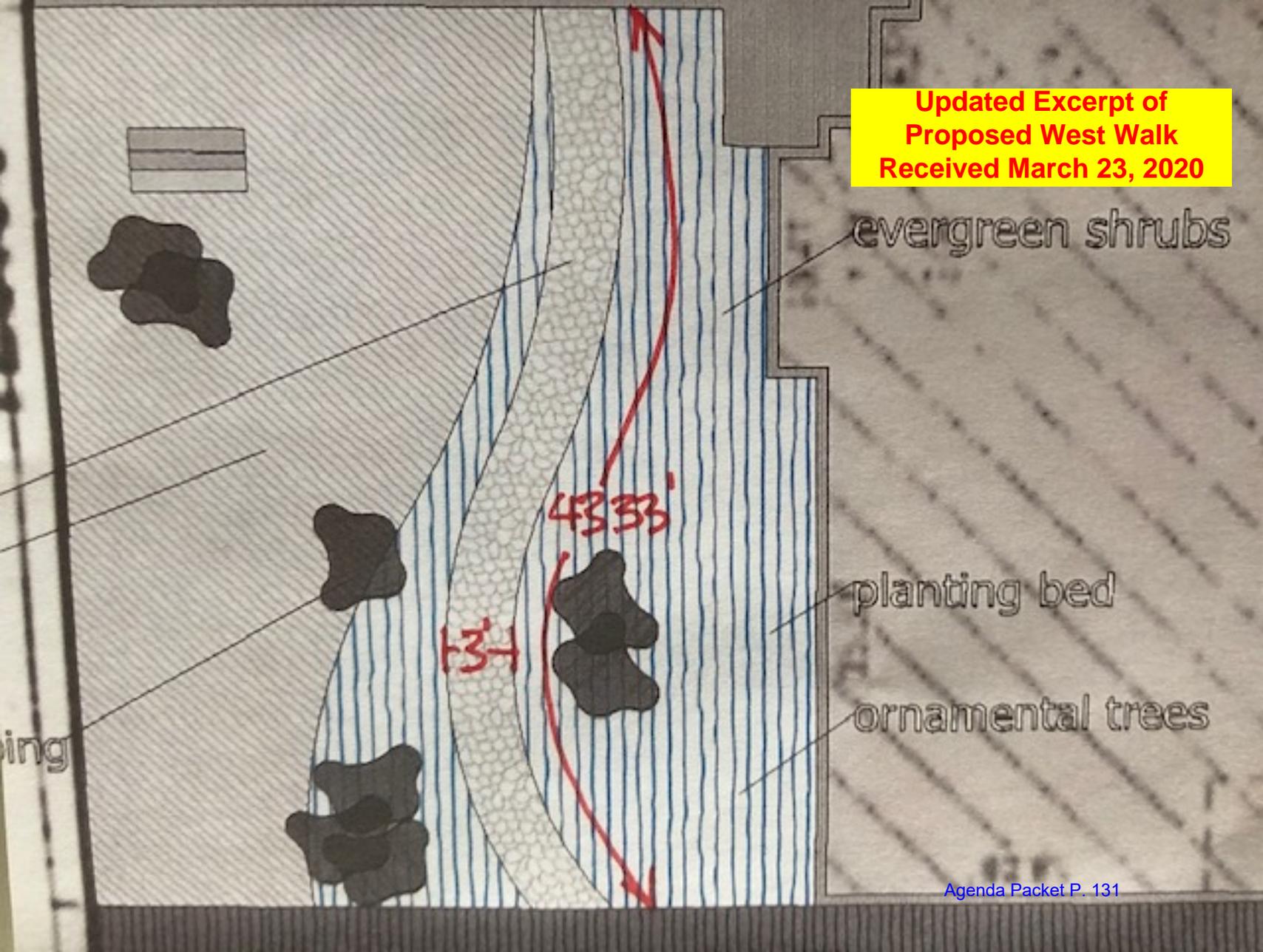


Updated Excerpt of
Proposed West Walk
Received March 23, 2020

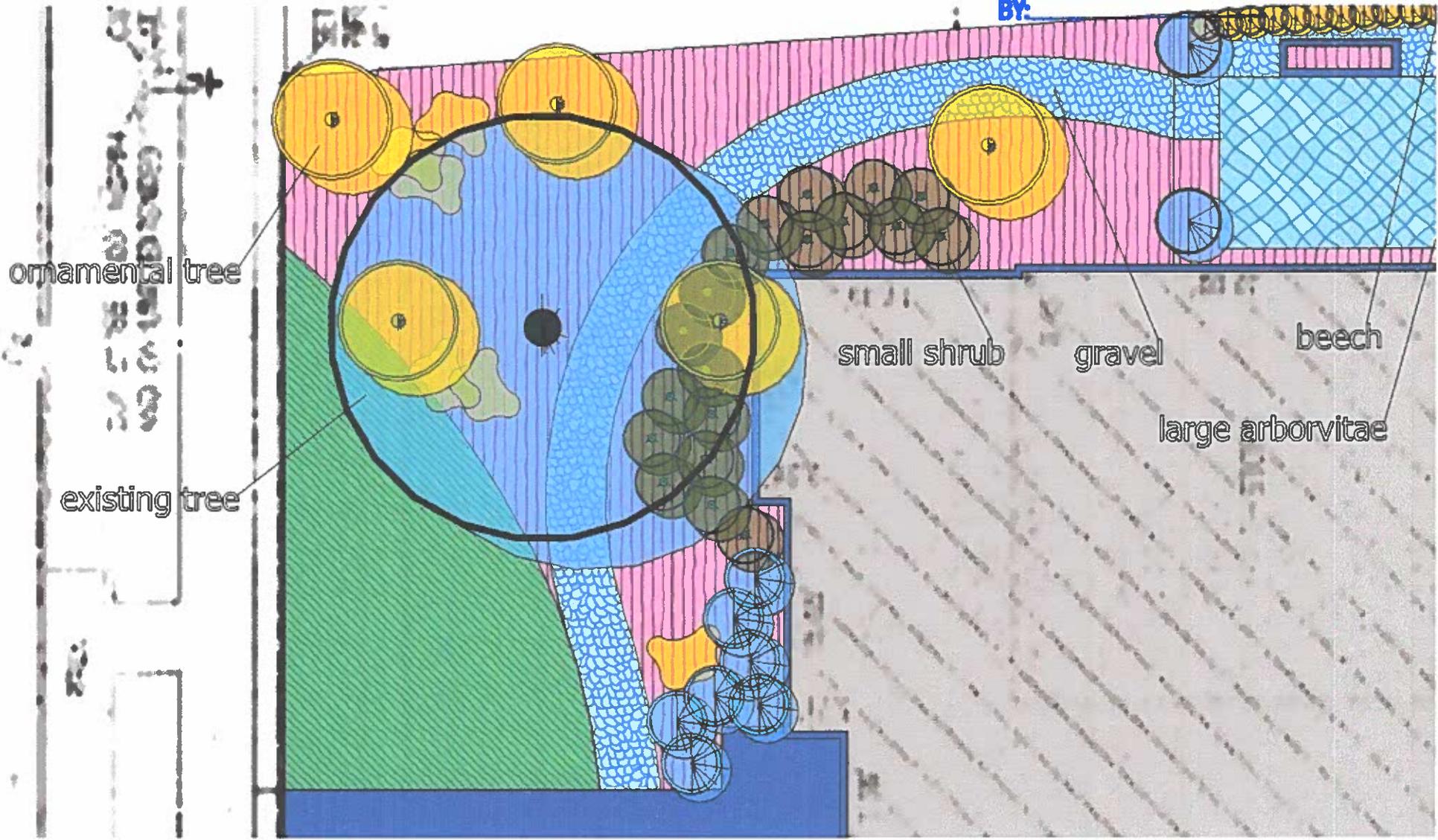
evergreen shrubs

planting bed

ornamental trees



RECEIVED
MAR 10 2020
BY:



XV. OPEN SPACE

A common element unifying Winnetka's Business Districts, Multiple Family Residential and Institutional Areas are the unique public and private open spaces they have been created over time. Many of these open spaces lend to Winnetka's sense of place, culture and history.

The Village's open spaces range in size and activity level from the large and active Hubbard Woods Park to the small and passive sculpture corner near Village Hall. The Village has expressed a desire to expand its open space system and link, where possible, these spaces together in a unified Village open space plan.

- a. Purpose.** To ensure that current and future open spaces contribute to Winnetka's ambiance; public and vehicular streetscapes should link open spaces to create a unified, continuous landscape system with mature plantings and seasonal interest. By working as a system, the Village's open spaces intend to:
- physically and symbolically unify and enhance the Village's natural features and character;
 - preserve significant areas and encourage new tree, shrub and perennial plantings on public and private properties to the greatest extent possible;
 - encourage pedestrian and bicycle circulation throughout the Village, especially among the Business Districts;
 - create gathering points for Village events and activities;
 - provide educational opportunities about the natural environment; and
 - enhance property values.
- b. Location.** With this purpose in mind, new public and private developments within the Business Districts, Multiple Family Residential and Institutional areas should provide for ample, appropriately designed open space within the proposed site development plan. Recognizing the spatial limitations of each site, creative, relevant open space should strive to enhance the Village's natural character.

Public, semi-public, or private open space and landscaped buffers should be located between low and higher density areas and to serve as a transitional element between land uses.

Where new or existing developments abut adjacent planned or existing open spaces, every effort should be made to integrate open spaces and link them into a unified whole.

c. **Open Space Types.** There are a variety of active and passive open space types from which to select to create an optimal and appropriate open space amenity. Open space types include:

1. Active Open Space: (See Figures 89a-89h)

- Small park/playground
- Fountain garden
- Corner pocket park or plaza
- Mid-block walkways
- Entries or forecourts
- Courtyards
- Enhanced public parkway/pedestrian zone
- Bike path



*Typical pocket park/playground
Figure 89a*



*A fountain element can be used as a focal point or
community landmark
Figure 89b*



Figure 89c



*A simple corner pocket park or plaza can help screen
vehicular areas
Figure 89d*



*Landscaped pedestrian mid-block walkways can activate otherwise unattractive areas
Figure 89e*



*Enhanced and articulate front yard setback in commercial, institutional or multiple-family residential areas
Figure 89 f*



Prominent architectural articulation and streetscape elements at key building frontages help activate a streetscape
Figure 89g



Enhanced public parkway/pedestrian zone
Figure 89h

2. Passive Open Space: (See Figures 90a – 90d)

- Sculpture or art pockets
- Perennial gardens
- Enhanced or enlarged landscape transition buffer zones
- Passive garden areas
- Entries or forecourts
- Courtyards
- Corner gateway architecture treatments
- Enlarged front, side or rear yard landscape buffers



*Example of Art Pocket
Figure 90a*



*Enhanced or enlarged landscape transition buffer zone adjacent to vehicular use areas or single family residential.
Figure 90b*



*Enhanced private open space in yard setback
Figure 90c*



*Enhanced landscaping/streetscape setback from new development
Figure 90d*

- d. Components.** Regardless of the size of the open space or its active/passive character, a creative plan can integrate a variety of well-designed components from architectural and streetscape/pedestrian zone elements similar to those design standards set forth earlier in these guidelines. Both public and private open space design should incorporate architectural and streetscape/pedestrian zone elements.

APPENDIX B

Village Plant Palette

& Recommended Minimum Size Plant Material at Planting

DECIDUOUS SHADE TREES/ STREET TREES

minimum 4" caliper/ BB

| | |
|---|---------------------------------------|
| Acer x freemanii 'Autumn Blaze' | Freemanii Maple |
| Acer nigrum | Black Maple |
| Acer platanoides 'Emerald Queen' | Emerald Queen Norway Maple |
| Acer rubrum 'Red Sunset' | Red Sunset Red Maple |
| Acer saccharum | Legacy Sugar Maple |
| | Columnar Sugar Maple (Columnar Shape) |
| Acer saccharum 'Columnare' | |
| Celtis occidentalis | Hackberry |
| Celtis occidentalis 'Prairie Pride' | Prairie Pride Hackberry |
| Fraxinus americana 'Autumn Purple' | Autumn Purple White Ash |
| Fraxinus americana 'Rose Hill' | Rose Hill White Ash |
| Fraxinus pennsylvanica 'Marshall' | Marshall Green Ash |
| Fraxinus pennsylvanica 'Patmore' | Patmore Green Ash |
| Fraxinus pennsylvanica 'Summit' | Summit Green Ash |
| Fraxinus quadrangulata | Blue Ash |
| Ginkgo biloba | Ginkgo (Male) |
| Gleditsia triacanthos inermis 'Skyline' | Skyline Thornless Honeylocust |
| Gymnocladus dioicus | Kentucky coffeetree |
| Pyrus calleryana 'Aristocrat' | Aristocrat Pear |
| Quercus bicolor | White Oak |
| Quercus muehlenbergii | Chinkapin Oak |
| Quercus rubra | Red Oak |
| Quercus robur | English Oak |
| Tilia americana | American Linden |
| Tilia cordata 'Greenspire' | Little leaf Linden |
| Tilia euchlora 'Redmond' | Redmond Linden |
| Tilia tomentosa | Silver Linden |
| Tilia tomentosa 'Sterling Silver' | Sterling Silver Linden |
| Ulmus carpinifolia 'Regal' | Regal Smoothleaf Elm |
| Ulmus cultivars | Elm (disease resistant cultivars) |
| Zelkova serrata | Greenvase Zelkova |

DECIDUOUS ORNAMENTAL TREES

minimum 6'-10' height - clump form/ 2 1/2"-3" caliper - single stem/ BB

| | |
|---------------------------|--------------------------|
| Alnus glutinosa | Black Alder |
| Acer palmatum 'Bloodgood' | Japanese Bloodgood Maple |
| Amelanchier canadensis | Shadblow Serviceberry |

| | |
|--|---|
| Amelanchier x grandiflora 'Autumn Brilliance' | Apple Serviceberry Autumn Brilliance |
| Betula nigra 'Heritage' | Heritage River Birch |
| Betula platyphylla 'japonica' | Whitespire Birch |
| Carpinus caroliniana | American Hornbeam |
| Cercis canadensis | Red bud |
| Cornus alternifolia | Pagoda Dogwood |
| Crataegus crusgalli 'Inermis' | Thornless Cockspur Hawthorn |
| Malus floribunda | Japanese Crabapple |
| Malus 'Red Jewel' | Red Jewel Crabapple |
| Malus sargentii | Sargent Crabapple |
| Malus 'Snowdrift' | White Crabapple |
| Magnolia stellata | Star Magnolia |
| Magnolia x loebnerii 'Merill' | Dr. Merrill Magnolia |
| Malus Zumi calocarpa | Zumi Crabapple |
| Pyrus calleryana 'Chanticleer' | Chanticleer Pear |
| Syringa reticulata 'Ivory Silk' | Japanese Tree Lilac |
| Viburnum prunifolium | Blackhaw Viburnum |

EVERGREEN TREES

minimum 6'-8' height/ BB

| | |
|------------------------|-----------------------|
| Picea glauca 'Densata' | Black Hills Spruce |
| Pinus nigra | Austrian Pine |
| Picea pungens | Green Colorado Spruce |
| Picea pungens 'Glauca' | Colorado Blue Spruce |
| Pseudotsuga menziesii | Douglas Fir |
| Taxodium distichum | Bald Cypress |

DECIDUOUS SHRUBS

minimum size range 18"-34"/ BB (species/location dependant)

| | |
|---------------------------------|-----------------------------|
| Aronia arbutifolia | Red Chokeberry |
| Acer ginnala | Amur Maple Shrub Form |
| Aronia melanocarpa | Glossy Black Chokeberry |
| Berberis thunbergii | Crimson Pygmy Barberry |
| Cotoneaster horizontalis | Rockspray horizontalis |
| Cotoneaster lucidus | Peking Cotoneaster |
| Clethra alnifolia | Summer Sweet Clethra |
| Cornus sericea 'Albo-Marginata' | Variegated Dogwood |
| Corylus columna | Turkish Filbert |
| Cornus alba 'marginata' | Variegated Tatarian Dogwood |
| Cornus mas | Cornelian Cherry Dogwood |
| Cornus alternifolia | Pagoda Dogwood |
| Cornus racemosa | Gray Dogwood |
| | Alleman's Compact Redtwig |
| Cornus sericea 'Allemans' | Dogwood |
| Cornus sericea 'Isanti' | Redtwig Dogwood |

| | |
|---|-----------------------------------|
| Euonymus alatas 'Compactus' | Dwarf Winged Euonymus |
| Euonymus fortunei 'Emerald Gaiety' | Emerald Gaiety Euonymus |
| Forsythia spp. | Forsythia |
| Hydrangea arborescens 'Annabelle' | Annabelle Smooth Hydrangea |
| Hydrangea paniculata 'Tardiva' | Tardiva Hydrangea |
| Hydrangea 'Nikko Blue' | Nikko Blue Hydrangea |
| Hamamelis virginiana | Common Witch Hazel |
| Ilex verticillata 'Jim Dandy/ Red Sprite' | Winterberry (Male and Female 1:5) |
| Kerria japonica | Japanese Kerria |
| Lonicera xylosteum 'Emerald Mound' | Emerald Mound Honeysuckle |
| Lonicera xylosteum 'Claveys Dwarf' | European Fly Honeysuckle |
| Myrica pennsylvanica | Bayberry |
| Potentilla fruticosa 'Abottswood' | White Bush Cinquefoil |
| Potentilla fruticosa 'Golddrop' | Gold Bush Cinquefoil |
| Rhus aromatica 'Gro-Low' | Fragrant Sumac |
| Ribes alpinum 'Greenmound' | Greenmound Alpine Currant |
| Ribes alpinum | Alpine Currant |
| Rosa 'Carefree Wonder' | Carefree Wonder Rose |
| Rosa 'Fairy Rose' | The Fairy Rose |
| Rhododendron 'Catawba' | Catawba Rhododendron |
| Rosa 'Sea Foam' | Sea Foam Rose |
| Rosa Meidland 'Scarlet' | Scarlet Meidland Rose |
| Spiraea x bumalda 'Froebelli' | Froebel Spirea |
| Spiraea x bumalda 'Gold Flame' | Gold Flame Spirea |
| Spiraea japonica 'Little Princess' | Japanese Spirea |
| Syringa meyeri | Meyer Lilac |
| Syringa patula 'Ms. Kim' | Ms. Kim Lilac |
| Spiraea x bumalda 'Roebels' | Roebels Spirea |
| Viburnum carlesii | Korean Spice Viburnum |
| Viburnum dentatum | Arrowwood Viburnum |
| Viburnum x judii | Judd Viburnum |
| Viburnum trilobum 'Hahs' | Hahs American Cranberrybush |
| Viburnum lentago 'Mohican' | Viburnum |
| Viburnum prunifolium | Nannyberry Viburnum 'Mohican' |
| Viburnum trilobum 'Wentworth' | Blackhawk Viburnum |
| | Wentworth American Cranberrybush |

EVERGREEN SHRUBS

minimum size range 18"-24"/ BB (species/ location dependent)

| | |
|---|----------------------------|
| Buxus microphyla 'Wintergreen' | Wintergreen Boxwood |
| Ilex x meserveae 'China Boy/China Girl' | China Boy/China Girl Holly |
| Juniperus chinensis 'Sea Green' | Sea Green Juniper |
| Juniperus chinensis 'Kallays Compacta' | Kallays Compact Juniper |
| Pinus mugho | Mugho Pine |
| Taxus media 'Densiformis' | Dense Yew |

| | |
|------------------------------|--------------------|
| Taxus media 'Hicks' | Hicks Yew |
| Thuja occidentalis 'Mission' | Mission Arborvitae |

PERENNIALS, ORNAMENTAL GRASSES

minimum size 1 gallon container

| | |
|---|-------------------------------|
| Astilbe japonica 'Deutschland' | Deutschland Astilbe |
| Astilbe x arendsii 'Fanal' | Fanal Astilbe |
| Anemone japonica | Japanese Anemone |
| Amorpha canescens | Lead Plant |
| Andropogon scoparius | Little Bluesteam |
| Astilbe x arendsii 'Peach Blossom' | Peach Blossom Astilbe |
| Aster novae-angliae | Purple Dome New England Aster |
| Alchemilla mollis | Lady's Mantle |
| Bergenia rotblum | Rotblum Bergenia |
| Buddleia davidii 'Black Night' | Black Night Davidii |
| Calamagrostis acutifolia 'Stricta' | Feather Reed Grass |
| Chrysanthemum x superbum 'Alaska' | Shasta Daisy |
| Echinacea purpurea 'Magnus Pink' | Coneflower |
| Festuca 'Elijah Blue' | Elijah Blue Fescue |
| Dianthus 'Helen' | Helen Dianthus |
| Geranium sanguineum | Bloody Red Cranesbill |
| Hemerocallis 'Happy Returns' | Happy Returns Daylily |
| Hemerocallis 'Stella D'Oro' | Yellow Daylily |
| Heuchera micrantha 'Purple Palace' | Purple Palace Coral Bells |
| Helictotrichon sempervirens | Blue Oat Grass |
| Hosta sieboldiana 'Frances William' | Frances William Hosta |
| Hosta sieboldiana 'Elegans' | Elegans Hosta |
| Iris siberica 'Caesar's Brother' | Caesar's Brother Iris |
| Ligularia 'Rocket' | Rocket Ligularia |
| Liatis spicata 'Kobold' | Gayfeather |
| Liriope spicata | Lilyturf |
| Lysimachia clethroides 'White Gooseneck' | White Gooseneck Loosestrife |
| Lavander mandeal | Mandel Lavander |
| Coreopsis vert 'Moonbeam' | Moonbeam Coreopsis |
| Miscanthus sinensis 'purpurescens' | Maiden Grass |
| Nepata x faassenii | Blue Wonder Catmint |
| Panicum virgatum cultivars | Switch grass |
| Pennisetum apeloкуроoides 'Hameln' | Dwarf Fountain Grass |
| Perovskia atriplicifolia 'Longin' | Russian Sage |
| Phlox divaricata | Tall Phlox 'purple' |
| Panicum virgatum cultivars | Switch Grass |
| Papaver | Oriental Poppy |
| Penisetum 'rubrum' | Purple Fountain Grass |
| Rudbeckia fulgida 'Goldstrum' | Black-eyed Susan |
| Sedum 'Autumn Joy' | Autumn Joy Sedum |

Sporobolus heterolepias
Veronica spicata

Prairie Dropseed
Sunny Blue Veronica

GROUNDCOVERS

minimum size 3" pot/ Quart container preferred

| | |
|----------------------------------|---------------------------|
| Ajuga reptans | Bugleweed |
| Euonymus fortuneii 'Colorata' | Purpleleaf Winter creeper |
| Laminum Galeobdolon 'variegatum' | Variegated Lamiastrum |
| Vinca Minor 'Bowles' | Bowles Periwinkle |
| Pachysandra terminalis | Japanese Flowering Spurge |
| Waldsteinia ternata | Barren Strawberry |

BULBS

Topsizes

| | |
|----------------|-----------------------|
| Daffodils spp. | Ice Follies Daffodils |
| Hyacinths spp. | Grape Hyacinths |
| Tulips spp. | Mixed Colors Tulips |

ANNUALS

2 1/2" container/ 1 quart

VINES

*minimum size 1 gallon container
staked*

| | |
|---------------------------------------|--------------------|
| Campsis radicans | Trumpet Creeper |
| Clematis spp. | Clematis |
| Hydrangea anomala petiolans | Climbing Hydrangea |
| Parthenocissus quinquefolia | Virginia Creeper |
| Parthenocissus tricuspidata 'Robusta' | Boston Ivy |

For a complete copy of ordinance, see Attachment 2 - ZBA Staff Report and Attachment for the June 8 ZBA Meeting.

VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

ORDINANCE NO. M-2-2018

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND VARIATIONS FROM THE WINNETKA ZONING ORDINANCE FOR THE CONSTRUCTION OF IMPROVEMENTS AT WITHIN THE B-1 MULTIFAMILY RESIDENTIAL ZONING DISTRICT (700 Elm Street)



1815122055

Doc# 1815122055 Fee \$84.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/31/2018 03:27 PM PG: 1 OF 24

PASSED AND APPROVED by the President and Board of Trustees of the Village of Winnetka, Cook County, Illinois, this 2nd day of January, 2018.

PUBLISHED IN PAMPHLET FORM

by authority of the President and Board of Trustees of the Village of Winnetka, Cook County, Illinois, this 3rd day of January, 2018.

MAY 23 2018

WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF JUNE 8, 2020 MEETING MINUTES

Zoning Board Members Present: Matt Bradley, Chairman
Sarah Balassa
Gene Greable
Lynn Hanley
Kimberly Handler
Mike Nielsen

Zoning Board Members Absent: None

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

Case No. 20-14-V2: 700 Elm Street: An application submitted by Hadley Institute for the Blind and Visually Impaired seeking approval of a zoning variation to allow the construction of new front walkways at 700 Elm Street. The requested zoning variation would permit the improvements to exceed the maximum permitted impermeable lot coverage. The Village Council has final jurisdiction on this request.

Ms. Klaassen stated the application was submitted by the Hadley Institute for a variation to allow impermeable lot coverage of 19,285 square feet, whereas a maximum of 15,789 square feet is permitted, a variation of 3,476 square feet (22%). She noted the site currently contains 18,420 square feet of lot coverage and the proposed improvement would add 845 square feet of impermeable lot coverage. Ms. Klaassen stated the Design Review Board is scheduled to consider a certificate of appropriateness of the materials and design of the proposed walkways and landscaping.

Ms. Klaassen stated the subject property is located on the south side of Elm Street between Lincoln Avenue and Maple Street and improved with a two-story institutional building. She noted the property is zoned B-1 multifamily residential and is bordered by B-1 multifamily to the west, R-4 single family residential to the north, south and east and R-5 single family residential as well as B-2 multifamily residential to the south. She stated in addition to multifamily uses, the B-1 district allows an additional range of uses by special use permit and those uses include parking lots, daycare centers and educational institutions. Ms. Klaassen informed the Board there are previous zoning cases for the property and a variation was approved to exceed the amount of impermeable lot coverage and the construction of a ramp, stairs and patio area totaling 750 square feet which is located in a recessed courtyard space area of the building. She then stated in 2018, a special use permit was approved by the Village Council to allow two second floor additions to the building. Ms. Klaassen stated one of the variations was to further exceed impermeable lot coverage in order to expand the concrete walkway she identified in the slide to the main entrance from 4 feet to 6 feet. She stated the current variation is being requested to allow a walkway across the front lawn area. Ms. Klaassen stated it would run east to the main concrete entrance and continue east along the front of the site and extend along the east property line to connect to the sidewalk on the east side of the site.

1 Ms. Klaassen then stated the proposed walkway would be constructed of crushed blue stone or granite
2 and noted the walkway from the parking lot to the main entrance walkway would measure 130 square
3 feet and the walkway continuing east in the front lawn would measure 415 square feet. She stated the
4 proposed plan also included adding approximately 300 square feet of stone outcroppings in the front lawn
5 which she identified in the illustration in Figure 5 between the parking lot and the existing walkway. Ms.
6 Klaassen stated the proposed plan would add 845 square feet of impermeable lot coverage and the B-1
7 district allows a maximum impermeable lot coverage of 60% of the lot area and noted the existing
8 improvements are legally nonconforming in terms of the impermeable lot coverage limitation in that the
9 existing lot currently exceeds the amount allowed by 2,632 square feet. She stated the proposed
10 improvements would increase the coverage by 3,477 square feet or 22% over the maximum permitted.
11 Ms. Klaassen informed the Board no public comments were received prior to the meeting.
12

13 Ms. Klaassen then stated the Board is to consider whether the variation meets the standards for granting
14 such variation and following public comment and Board discussion, the Board may make a
15 recommendation to the Village Council. She noted a draft motion is provided on page 7 of the agenda
16 report and asked if there were any questions.
17

18 Chairman Bradley also asked if there were any questions. Ms. Handler stated the proposed walkway is
19 defined as impermeable surface and the architect's proposal speaks to different materials they are using.
20 She asked if that came into play as to how it is defined as either impermeable or permeable. Ms. Klaassen
21 responded it did not and stated the zoning ordinance calculated surfaces at 100% and instances where a
22 25% allowance can be received would be a designed system with a subsurface drainage system built in
23 with the Village Engineer confirming it met certain standards. She confirmed that is not proposed in this
24 case.
25

26 Chairman Bradley asked if there were any other questions. No additional comments were made at this
27 time. Chairman Bradley then asked for the applicant's presentation and swore in those speaking to this
28 matter as well as for the applicant to confirm and accept their written waiver to the virtual hearing. He
29 stated they would confirm at the end of their presentation that there were no technical difficulties that
30 precluded the presentation to the Board.
31

32 Julie Tie, President of the Hadley Institute, Mary Nelson, Chief Operating Officer of the Hadley Institute,
33 and John Eskandari of Urban Plantsman introduced themselves to the Board. Chairman Bradley asked the
34 applicants to confirm their receipt of the written waiver and consent to the hearing on this matter. The
35 applicants confirmed their consent.
36

37 Ms. Nelson stated they came before the Board last year and identified this as the last phase of their
38 building renovation after two additions were done last year. She stated they redesigned the building for
39 their low vision staff and the community they serve. Ms. Nelson then stated the idea behind the garden
40 design is for those with limited vision to interact within the space without accompaniment. She stated the
41 pathway served as an important piece of that since it would serve as a guide throughout the space.
42

43 Ms. Tie informed the Board that part of the goal with the garden is for it to serve as a learning opportunity
44 and the hope for it to be used as an example for other blindness organizations to learn the joys of the
45 outdoor space. Mr. Eskandari informed the Board the reason gravel was chosen as the material is because
46 he was certified in horticultural therapy 6 years ago and he wanted to find an overlap between healthcare
47 and horticulture. He stated in coming up with a design, he wanted to use a material that is auditorily and
48 textural to trigger an individual with visual limitation to be able to touch anything within a graveled

1 surface. Mr. Eskandari referred to the fourth sketch of the outcropping stones which he described as
2 smooth and which would represent Illinois regions and its natural areas. He referred to the parking spaces
3 near the driveway and stated they would have the ability to cut through the pathway to the main entrance
4 and on toward the back. Mr. Eskandari noted there is gate access to the east and described the area as a
5 trip hazard. He stated the proposal would allow for a smoother surface although it would be gravel with
6 a weed pattern beneath it with his preference being rock and granite.

7
8 Chairman Bradley asked if there is nothing new other than what was provided to the Village staff in their
9 application. Mr. Eskandari confirmed that is correct. Chairman Bradley then asked if there were any
10 questions.

11
12 Mr. Greable referred to page 12 and commented the applicant's reasoning for the request was well done
13 and clear in terms of the need for their clientele. Ms. Hanley asked why this was not included with the
14 original application last year. Ms. Nelson responded they were asked by the Village to handle and make
15 sure they had their occupancy permit in place for the original improvements before they submitted the
16 proposed landscaping plan. She noted they received the occupancy certificate in January 2020. Mr.
17 Eskandari stated one concern was that they did not know how well the plants in the back would survive
18 construction and they held off on that to determine which plants would survive.

19
20 Chairman Bradley asked if there were any other questions. He asked the applicants to speak to the
21 standard relating to reasonable return and the necessity of the garden space relating to the variance
22 request. Ms. Nelson stated the path would enable them to engage everyone in terms of accessibility of
23 the grounds and would be inclusive and allow for individuality which cannot be done now without a guide.
24 She stated they promote independence and the request would allow them to complete what they are
25 trying to do with regard to their mission. Ms. Tie stated the Hadley Institute is in the process of
26 transforming and they have learned a lot over the years about the needs of individuals with low vision.
27 She then stated they want to be a model for other organizations and have been evolving with regard to
28 how to be a model.

29
30 Chairman Bradley asked if there are future plans to request subsequent variations to complete their
31 vision. Ms. Nelson responded there are no additional plans. Chairman Bradley asked if there were any
32 other questions. No additional questions were raised at this time. He then asked for the applicants to
33 confirm there were no technical difficulties in terms of their presentation to the Board. The applicants
34 confirmed there were no difficulties. He then called the matter in for discussion as well as put into the
35 record any written comments. Mr. Schoon confirmed while there were no prior written comments, there
36 are individuals now in attendance.

37
38 Mr. Norkus asked Stacy I. if she had any public comment. No comment was made at this time. He
39 confirmed two prior meeting attendees were no longer part of the meeting. Chairman Bradley stated if
40 there is any additional public comment, it would be added to the meeting and then closed the public
41 portion comment of the meeting and stated they would proceed with the Board's deliberation.

42
43 Mr. Greable stated he is in full support of the application which he commented was well done. He also
44 stated the Hadley Institute is an important part of the community. She also stated with regard to the
45 building's appearance, it had strong architectural lines and the landscaping plan would make it more
46 attractive. Ms. Balassa agreed with Ms. Handler's comments and stated the request would greatly
47 enhance the work already done. Ms. Hanley stated she is also in support of the application. Mr. Nielsen
48 stated the request is less than 1,000 square feet, he is in support. Chairman Bradley also stated he is in

1 support of the application and agreed Hadley is an important member of the community and provides a
2 great service. He stated he assumed it would have been assumed into the prior special use granted before
3 and was meant to be part of the overall phased project. Chairman Bradley then stated it would make the
4 iconic part of the Village better. He then asked for a motion to recommend approval as indicated on page
5 7 of the agenda packet.

6
7 A motion was made by Mr. Nielsen and Ms. Balassa seconded the motion. A vote was taken, and the
8 motion unanimously passed.

9 AYES: Balassa, Bradley, Greable, Handler, Hanley, Nielsen

10 NAYS: None

11

12

DRAFT



Agenda Item Executive Summary

Title: Resolution No. R-44-2020; Approving A Contract With Siemens Industry, Inc. For The Purchase of 15kV Switchgear (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 07/07/20

Consent: YES NO

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

Item History:

The Five Year Capital Plan contains projects for the planned expansion of the Northfield Substation. Expansion of the substation will improve system contingency related to the electric system's sources of power. For reference, staff has prepared an Agenda Report (attached) with additional background information on the project.

In 2019, the Village entered into a contract with Strand Associates for professional services to develop specifications for the 15kV switchgear. The 2020 Electric Fund contains \$670,010 (account #500.42.36-660) for the purchase and installation of the switchgear required for the substation project.

Executive Summary:

On March 4, 2020, the Village issued Request For Bid #020-009 for the purchase of 15kV metal-enclosed switchgear, including the associated circuit breakers and protective relaying. In addition to the switchgear, the successful vendor will also be providing commissioning and training services upon installation. The bid was posted to the on-line bidding service Demand Star.

The switchgear for this project must be manufactured with specific physical dimensions such that it can be connected to the existing 15kV switchgear bus and align with the existing conduit entrances in the concrete floor of the substation building. The switchgear design will incorporate seven vertical metal sections. Six sections will contain a 15kV, 2000 amp vacuum breaker and one section will be used to transition to the existing switchgear bus. The allocation of the breakers includes: the transformer connection, the bus-tie connection, a connection with an existing load center; the remaining three breakers will be used to serve load on the electric distribution system. The bid document specifies the type of relays, metering equipment, and the associated system protection logic; and also requests pricing for an option (bid Alternate No. 1) to install an additional breaker in place of a bus only section of the switchgear. Based on the vendor responses, this option was not deemed feasible or pursued in further detail.

As a result of business impacts from COVID-19, the original bid deadline of April 3, 2020, was extended to April 17. Six companies provided bid responses with bid amounts of \$431,105 to \$731,824. The technical bid analysis was performed by Strand Associates. Strand has confirmed that the lowest responsible bidder is Siemens Industry, Inc. in the amount of \$431,105 (Reference Engineer's Resulting Bid Tabulation). The vendor's switchgear conforms to both the technical and physical layout requirements for the project. The bid is lower than the Engineer's Estimate of \$525,000.

Executive Summary (continued):

Resolution No. R-44-2020 authorizes the Village to contract with Siemens Industry, Inc., for the purchase of 15kV switchgear in an amount not to exceed \$431,105.

The 2020 Electric Fund budget contains \$670,010 (account #500.42.36-660) for the purchase and installation of the switchgear. Upon award of the contract for the switchgear, staff will proceed with the issuance of a Request For Bid for the installation services required to install the switchgear within the substation building. The cost for this scope of work is currently estimated at \$164,800.

Recommendation:

Consider adoption of Resolution No. R-44-2020 approving a contract with Siemens Industry, Inc., for the purchase of 15kV switchgear in an amount not to exceed \$431,105.

Attachments:

Agenda Report - Northfield Substation Expansion dated June 30, 2020
Resolution No. R-44-2020
Engineer's Resulting Bid Tabulation dated June 30, 2020

AGENDA REPORT

SUBJECT: Northfield Substation Expansion

PREPARED BY: Brian Keys, Director Water & Electric

REF: October 29, 2019 Budget Presentation

DATE: June 30, 2020

Executive Summary:

In 2020, the Electric Fund will reach critical milestones with the planned expansion of the Village's Northfield Substation. In prior budget years, smaller supporting projects such as HVAC improvements, installation of a fire suppression system and professional services for the development of switchgear specifications have been funded. The 2020 Electric Fund Budget contains \$1,430,010 for the purchase and installation of 15kV switchgear, installation of a fire wall in the transformer yard, ComEd interconnection fees and the professional services required to develop a specification for the substation transformer. In aggregate, the Electric Fund's Five Year Capital Plan contains \$2,484,500 in projects associated with the substation project.

Expansion of the Northfield Substation, which adds a second transformer, is being undertaken to address system contingency issues related to the electric system's sources of power. System contingency is currently reliant on aging generation assets at the Electric Plant that take several hours to activate and have started to experience an increasing number of repairs. In addition, the single existing substation transformer at the Northfield Substation is twenty-five years old and no spare transformer is currently held in inventory.

In July 2020, staff will be presenting recommendations to the Village Council related to the procurement of 15kV switchgear and approval of payment to ComEd for the required interconnection work to support a second transformer at the Northfield location. These are long-lead time procurements that impact the targeted in-service date of the first quarter of 2022.

Background:

The Village's electrical distribution system is supported by three sources of power which include underground tie lines with ComEd, a Village owned substation, and generation equipment at the Electric Plant. During summer months when the electric system serves elevated loading, two of the three sources are required to meet the Village's electrical needs. Capacity sources of power for the Village's electric system are summarized in Exhibit 1.

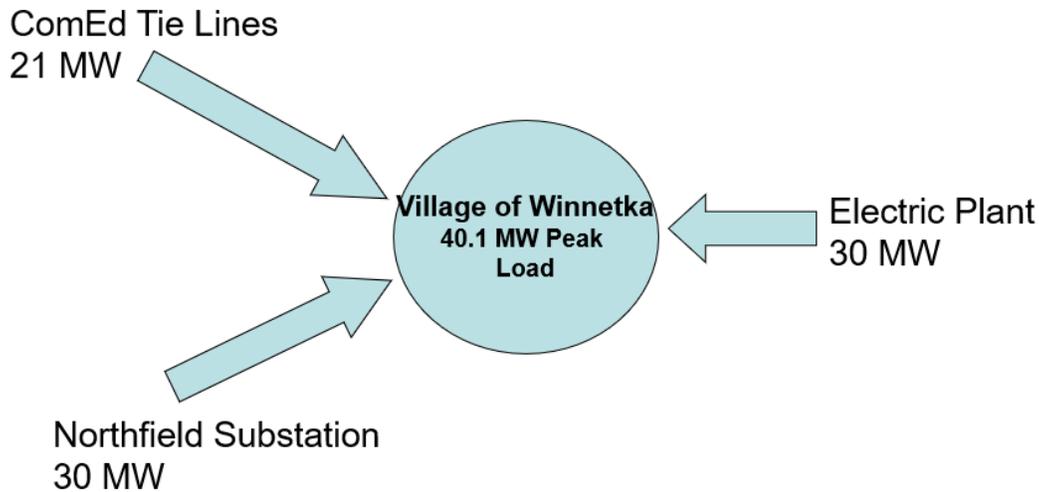


Exhibit 1 – Sources Of Power

In 1996, the Village of Winnetka constructed the Northfield Substation to provide additional capacity for the Village’s electrical distribution system. The substation is located in Northfield, near the New Trier West campus on Happ Road. The 30 megawatt (MW) transformer is connected to ComEd’s transmission system. The transformer reduces the electric voltage from 138,000 volts to 12,470 volts for distribution on the Village’s electrical system. The substation is located on property owned by the Forest Preserve with a lease that extends through 2056. This is the largest transformer owned by the Electric Department and no spare unit exists for the substation at this time.

In addition to the substation, Winnetka is served by three 12,470 volt tie lines from ComEd. The lines were originally installed in the 1970’s and originate from ComEd’s Northbrook Substation. The interconnection point is a piece of switchgear located near the CarMax dealership on Skokie Boulevard. At this location, ownership and maintenance of the facilities transfers from ComEd to Winnetka. Since their original installation, Winnetka has replaced their portion of the three underground tie lines with new cable. The cable lines are routed in a common duct bank along Tower Road. Two lines terminate at the Village’s South Load Center on Spruce Street and one line terminates at the Electric Plant.

The third source of power is the Village’s Electric Plant. Generation at the Electric Plant consists of two diesel generators and three steam turbines. The diesel units were installed in 1978 with a rated capacity of 2,400 kW each. Three steam turbines installed during the period 1948-1960 provide an additional 25,400 kW of capacity. These units are powered by steam created by four boilers that are fired on natural gas (previously coal until ~1990) with installation dates ranging from 1938 to 1964. It takes approximately 6 hours to generate sufficient steam to begin operating one or two of the turbines with full output being available in 8-9 hours. A summary of the generation resources has been included at the end of the report (Appendix). Use

of the Electric Plant generating units is currently limited to periodic maintenance runs, localized emergency events and/or generation dispatch events by the Village’s wholesale electric provider, Illinois Municipal Electric Agency, IMEA. Due to the plant’s age and design, it is not economical to operate it on a 24x7 basis as a primary source of supply to the Village’s electric system.

The 2017 Electric Fund Rate Study affirmed the financial benefit of the Village’s capacity credit agreement with IMEA for the generation. For 2020, the projected capacity credits for the generating units is \$1.4 million under the agreement that extends into the year 2035. The decision to continue operating the generating units resides with the Village Council.

The electric system must have sufficient capacity to handle peak electrical demands both for present needs as well as projected future peak demand. The historical hourly peak electric demand was established in 2006 at 40.1 MW. In 2019, peak electrical demand was 35 MW. IMEA’s 2039 long term predicted peak for Winnetka’s electric system is 37.5 MW (Exhibit 2). IMEA’s predicted peak load forecast is based on a normal summer and the preceding peaks and growth.

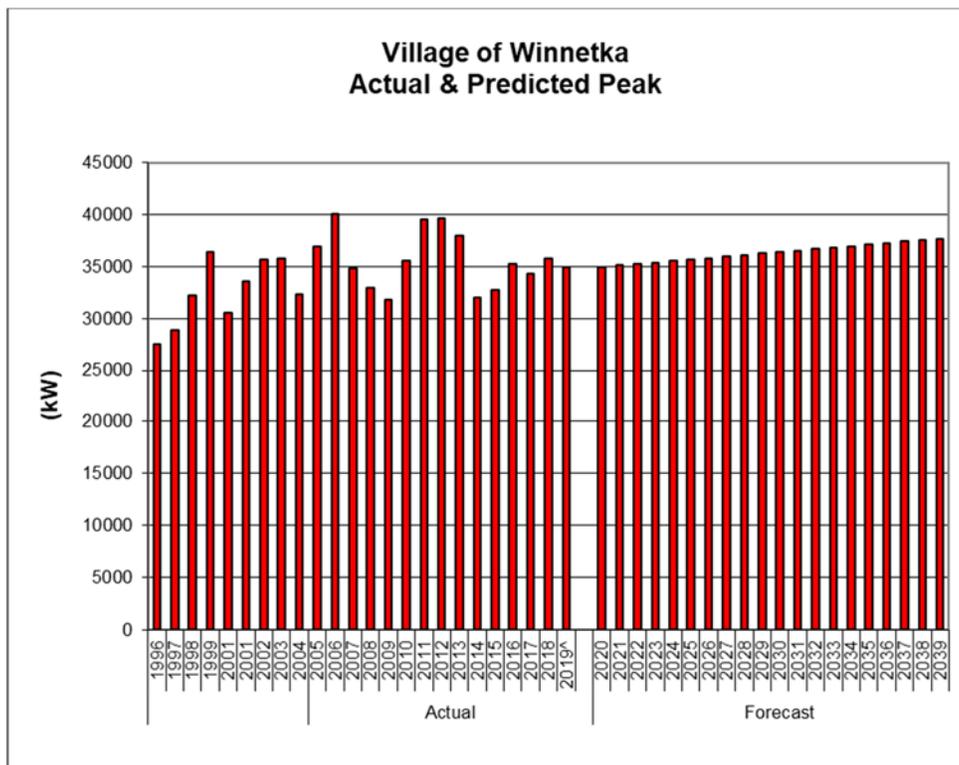


Exhibit 2 – Actual And Forecasted System Peaks

It should be noted that Winnetka has experienced peaks in excess of 39 MW in both 2011 and 2012. During normal operation with a load requirement of 39 MW, approximately 15 MW of load is provided by the tie lines and the balance is served through the Northfield substation.

As currently designed and operated, the electric system has sufficient operating flexibility to cover the loss of its largest capacity source, the Northfield transformer. However, estimated restoration times for loss of the transformer are dependent on electrical demand on the system at that time. Load would be restored using tie lines, generation equipment and/or field switching consistent with the scenarios described below:

- *System Load under 21 MW:* Plant Operator would utilize tie lines to restore load in less than 20 minutes.
- *System Load 21.1 – 26 MW:* Plant Operators would utilize tie lines and diesel units to restore load in approximately 90 - 120 minutes.
- *System Load 26.1 - 41 MW:* Plant operators would utilize tie lines, diesel units, and steam turbines to restore load. Line crews would need to perform field switching to balance loading between available sources. The estimated time for total restoration of all customer load is approximately 8-10 hours.

Depending on the nature of the transformer failure and/or cause of a “trip”, field repairs would be attempted at the substation. Lead time for these repairs would be measured in day(s). If the transformer failed catastrophically or could not be field repaired, industry inquiries to locate a used transformer or mobile substation transformer would be required. Lead times for new substation transformers vary with market demand, but typically range around 40 weeks.

For the majority of the year, Winnetka’s system load is under 21 MW. In last four years, system load was above 26 MW for an average of 202 hours which equates to 2.3% of the year (Exhibit 3). This typically occurs during the period of June – September.

| SYSTEM PEAK LOAD (%) | | | | SYSTEM PEAK LOAD (HOURS) | | |
|----------------------|---------|----------------|---------|--------------------------|----------------|---------|
| YEAR | < 21 MW | 21 MW TO 26 MW | > 26 MW | YEAR | 21 MW TO 26 MW | > 26 MW |
| 2016 | 89.5% | 7.2% | 3.3% | 2016 | 633 | 292 |
| 2017 | 93.6% | 5.1% | 1.3% | 2017 | 448 | 115 |
| 2018 | 91.4% | 5.8% | 2.8% | 2018 | 509 | 248 |
| 2019 | 94.0% | 4.3% | 1.7% | 2019 | 378 | 151 |
| Average: 2.3% | | | | Average: 202 | | |

Exhibit 3 – Duration Of System Peak Loading

During those periods when system load is above 26 MW, a transformer outage will result in extended outage restoration times for many customers. As noted earlier, it would take

approximately 8-10 hours to produce the required amount of steam, place the steam turbines on-line and ramp them up to their full output levels.

Prior planning discussions have initially focused on a second transformer at the Northfield Substation for future capacity purposes. However, based on current system design, the Village has sufficient capacity until system load growth approaches 50 MW. As shown in the projected graph of actual and forecasted system peaks (Exhibit 2), the Village is not projected to reach this magnitude of system loading until some period well after 2039. Therefore, expansion of the Northfield Substation is now focused on improving the operating contingency of the electric system in the event of a partial system failure.

The positive benefits resulting from the installation of a second transformer and associated equipment at the Northfield Substation are as follows:

- Provides for an in-service spare transformer and additional long-term system capacity.
- Reduces the need to rely solely on the Electric Plant for system contingency and improves the ability to restore service quicker following the loss of a source of power.
- Provides flexibility for future operating equipment retirement decisions related to the long-term operations of boilers, steam turbines, etc. at the Electric Plant.

As peak system load gradually increases over time, there is increased reliance on the Electric Plant for system contingency. Customer perception is that the generating plant is immediately (or already) on-line and available. As previously noted, there is a delay of approximately 8-10 hours to reach full output levels and perform any required field switching. While staff has continued to maintain the generating units, the Village has experienced more recent equipment failures with the generating units (such as rotor failures) and started to encounter an increasing number of boiler tube leaks.

At some future date, the cost of on-going repairs may consistently exceed \$1.4 million and a decision to retire some and/or all components of the Electric Plant may be warranted. Without an additional source of power, a reduction in generation capability results in a reduction in overall system contingency.

Alternatives that exist for providing additional capacity and contingency that were previously examined include the following:

- New substation site:
In 2011, the Village pursued the purchase of another site located along ComEd's transmission lines as a potential future substation site. The site was not procured based on the preliminary environmental assessment and remediation costs. New substation site and associated duct runs estimated at \$5M+.
- Additional 12.5kV underground tie line(s) from ComEd
 - 7.8 MW of capacity (2011 timeframe)

- Existing duct line from interconnect to Village limits has room for one additional circuit. Any additional circuits would require construction of a new duct line.
 - Annual Facilities Charges: estimated cost \$54,700
 - Winnetka Construction Cost: estimated \$450,000
 - ComEd Construction Cost: Unknown (Best “guess” ~\$1M- \$1.5M)
- Installation of additional generation (2011 timeframe)
 - 2.25MW diesel unit: \$650,000
 - Installation cost dependent on location
 - Requires environmental permitting

Northfield Substation Proposal:

The Northfield Substation was originally designed for two transformers. The transformer pad and underground conduit for the second unit was installed when the substation was initially constructed in 1996. In addition to the transformer, additional equipment such as switchgear and cable are required to connect the transformer to the distribution system. In order to reduce the risk of a single event impacting both transformers, additional modifications to the existing site have been identified. These include installation of a fire suppression system in the building, which was completed in 2019, and a fire wall in the transformer yard which is planned for 2020.

The 2020 Electric Fund contains \$1,430,010 for work associated with the expansion of the Northfield Substation. Work planned in this budget year includes the purchase and installation of 15kV switchgear, installation of a fire wall in the transformer yard and payment of ComEd interconnection fees. The budget also contains funding to begin the development of the bid specification for the substation transformer.

The status of each of these items is as follows:

15kV Switchgear: RFB #020-009 bid has been issued. Six companies responded and staff is evaluating the bids. This item is tentatively scheduled for the Village Council’s consideration in July. Contingent on the award of the switchgear, a corresponding Request For Bid will be issued for the physical installation of the switchgear within the substation building. Manufacturing lead times quoted for the switchgear ranged from 11 to 18 weeks after final drawing approval.

ComEd Interconnection: ComEd has completed preliminary engineering work to estimate the interconnection fee. Staff has asked for clarification on a few facets of their work scope. The cost for the required interconnection work is also tentatively scheduled for presentation to the Village Council in July, 2020. Acceptance of this work in July or August of 2020 will be required to insure that ComEd completes the interconnection work by January 2022.

Transformer Yard Fire Wall: Staff has secured engineering services to assist with the specification development of the transformer fire wall. The transformer wall will be constructed

using a precast design. Staff anticipates a bid for material and associated construction services being released in July, 2020. Due to the anticipated electrical clearance requirements in the transformer yard, construction cannot occur on this portion of the project until late fall or early winter when the existing transformer can be taken out of service during lower demand periods.

RECOMMENDATION:

Staff is recommending that the Electric Fund continue with the expansion of the Northfield Substation to mitigate potential system contingency issues.

**A RESOLUTION APPROVING A CONTRACT WITH SIEMENS INDUSTRY, INC.
FOR THE PURCHASE OF 15KV SWITCHGEAR**

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 4, 2020, the Village issued Request for Bid #020-009 (“**Requests for Bids**”) for the purchase of 15kV metal enclosed switchgear, which includes the associated circuit breakers, protective relaying, and commissioning and training (collectively, “**Switchgear**”); and

WHEREAS, the Village received six bids (“**Bids**”) to provide the Switchgear; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Siemens Industry, Inc. (“**Bidder**”) was the lowest responsive and responsible bidder to the Request for Bids; and

WHEREAS, the Village Council desires to enter into a contract with Bidder for the Village to purchase Switchgear from Bidder in an amount not to exceed \$431,105 (“**Contract**”); and

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

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Bidder in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

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

[SIGNATURE PAGE FOLLOWS]

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

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

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA

CONTRACT FOR THE SUPPLY
OF 15 KV METAL-ENCLOSED SWITCHGEAR AND BREAKERS

Contract Number: 020-009

**VILLAGE OF WINNETKA
 CONTRACT FOR THE SUPPLY
 OF 15 KV METAL-ENCLOSED SWITCHGEAR AND BREAKERS**

Contract Number: 020-009

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Contractor’s Certification

- Attachment A:** Supplemental Schedule of Contract Terms
- Attachment B:** Specifications
- Attachment C:** List of Drawings
- Attachment D:** Special Project Requirements
- Appendix:** Schedule of Prevailing Wage Rates

**VILLAGE OF WINNETKA
CONTRACT FOR THE SUPPLY
OF 15 KV METAL-ENCLOSED SWITCHGEAR AND BREAKERS**

Contract Number: 020-009

In consideration of the mutual promises set forth below, the Village of Winnetka, 610 Green Bay Road, Winnetka, Illinois 60093, an Illinois municipal corporation (“*Owner*”), and *[name and address of successful bidder]*, a *[form of organization]* (“*Contractor*”), make this Contract as of _____, 2020, (the “*Effective Date*”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

B. **Number and Format.** Contractor must provide submittals as specified in Attachment B, Section 01 33 00 for each Required Submittal.

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

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Drawings

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

indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during

performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

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

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

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and

completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to “Contractor” is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor’s duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor’s provision, performance, or completion of the Work.

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

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

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own

expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

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

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

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

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

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to

make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

B. Additional Insureds. The Comprehensive General Liability insurance coverages required pursuant to this Contract shall name the Persons identified in Attachment A as additional insured parties (the "Additional Insureds"). The coverage afforded the Additional Insureds shall be primary and non-contributory insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of Contractor. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance companies' liability under the insurance policies Contractor maintains shall not be reduced by the existence of such other insurance.

4.3 Indemnification

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

The indemnification obligations of Contractor under this Section 4.3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or Supplier under workers' compensation acts, disability benefit acts or other employee benefit acts.

4.3 Penalties

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof. Contractor may contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

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

compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A ("*Progress Payments*").

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("*Pay Request*"). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

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

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

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner (“*Final Pay Request*”). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract (“*Final Payment*”). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner and Engineer of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner or Engineer arising out of, relating to, or in connection with the Work.

5.5 Liens

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

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

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

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

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

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

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve

the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, drawings, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

Contractor, and its Subcontractors and Suppliers, will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

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

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

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however,

that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

with a copy to:
Elrod Friedman, LLP
325 North LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

Strand Associates, Inc.
910 West Wingra Drive
Madison, WI 53715
Attention: Rick Thimm

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

[name of successful bidder]
[address of successful bidder]

with a copy to:

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section); (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract), any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with

Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

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

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

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

7.12 Compliance with Patents

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

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as

may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

Village of Winnetka

By: _____

Name: _____

Title: _____

Attest: _____

By: _____

Name: _____

Title: _____

[name of contractor]

By: SIEMENS INDUSTRY, INC.

Name: ARVIND THIRUMALAI

Title: Offerd Engineering Manager

Attest: _____

By: _____

Name: _____

Title: _____



STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

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

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

DATED: June 29, 2020.

[name of contractor]

By: SIEMENS INDUSTRY, INC.

Name: ARVIND THIRUMALAI

Title: Offens Engineering Manager

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 2020.

My Commission expires: _____

Notary Public

(SEAL)



**VILLAGE OF WINNETKA
CONTRACT FOR THE SUPPLY
OF 15 KV METAL-ENCLOSED SWITCHGEAR AND BREAKERS**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:** Work includes supply of 15 kV metal-enclosed switchgear and breakers, as well as delivery of the equipment to the work site free on board Winnetka, startup and commissioning services, training services, and coordination with the installation contractor.

2. **Work Site:** Northfield Substation, 91 North Happ Road, Winnetka, IL 60093.

3. **Engineer:** Strand Associates, Inc., of Joliet, Illinois, or such additional or different Person as Owner may from time to time designate in writing to perform any and all functions of the Engineer under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.

4. **Permits, Licenses, Approvals, and Authorizations:**

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations. No permits from the Village are anticipated at this time.

5. **Commencement Date:**

30 days after execution of the Contract by Owner.

6. **Completion Date:**

All equipment shall be delivered to the site **252 days** after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

All field start-up and commissioning and training services specified shall be provided within 28 days after request by the Village. Contractor shall coordinate field start-up and commissioning and training service dates with the Village.

7. **Insurance Coverage:**

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

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

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

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

All employees must be included as insureds.

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

- (1) General Aggregate: \$2,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

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

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

All employees must be included as insured.

- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company’s consent.

- E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.
- F. Environmental Impairment/Pollution Liability or pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and provide coverage for incidents occurring during transportation of pollutants. Limits shall be not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.
- G. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.
- H. Deductible. Any deductibles or self-insured retentions must be declared to and approved by Owner. At the option of Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

- I. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:
 - (1) Comprehensive General Liability
 - (2) Comprehensive Motor Vehicle Liability

The Additional Insured endorsement must identify Owner as follows:

The Village of Winnetka, Illinois, and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget. Additional insured coverage shall be provided on endorsements at least as broad as ISO form CG2010 or CG2026 (pre 2004 editions).

- J. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

| <u>Additional Insured</u> | <u>Policy or Policies</u> |
|---------------------------|---|
| Strand Associates, Inc.® | Comprehensive General Liability Comprehensive Motor Vehicle Liability Owner's and Contractor's Protective Liability Insurance |

7. Contract Price:

A. LUMP SUM CONTRACT

- 1. For providing, performing, and completing all Work related to the supply of 15 kV metal-enclosed switchgear and breakers, as well as delivery to the work site free on board Winnetka, start-up and commissioning services, training services, and coordination with the installation contractor, the total sum of (*write in numbers only*):

\$ \$431,105.00

Insert the following if Bid Alternative noted below is to be included in the Contract.

B. ADDITIVE BID ALTERNATIVE NO. 1

1. For providing, performing, and completing all Work related to providing a circuit breaker vertical section in the switchgear lineup identical to the vertical section housing the Unit 6-03 Breaker, including a 2000-amp circuit breaker, relaying, metering devices, etc. in place of the through-bus vertical section if Bidder's design permits, the sum of (*write in numbers only*):

\$ 464,399.00

The awarded Contract amount will include the Lump Sum Base Bid amount plus Additive Bid Alternative No. 1 amount, if selected.

8. Progress Payments:

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

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

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

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

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

9. **Per Diem Administrative Charge:**

\$ 300

10. **Standard Specifications:**

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

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

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

See Attachment D for any special project requirements.

**VILLAGE OF WINNETKA
CONTRACT FOR THE SUPPLY
OF 15 KV METAL-ENCLOSED SWITCHGEAR AND BREAKERS**

ATTACHMENT B

SPECIFICATIONS

SECTION 00 01 10

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15 KV METAL-ENCLOSED SWITCHGEAR AND BREAKERS
CONTRACT 020-009
VILLAGE OF WINNETKA, ILLINOIS

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SECTION 01 11 00
SUMMARY OF WORK

PART 1-GENERAL

1.01 DIVISION ONE

- A. The requirements of Division 01 apply to all sections of the Contract(s).

1.02 PROJECT SCOPE

- A. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes, and permits necessary to complete the Work as described within the Contract Documents.

1.03 CONTRACT DOCUMENTS-INTENT AND USE

- A. Intent of Documents:
1. Singular notations and specifications shall be considered plural where application is reasonably inferred.
 2. Mention or indication of extent of work under any division or Specification section is done only for convenience of CONTRACTOR and shall not be construed as describing all work required under that division or section.
 3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. CONTRACTOR may not rely upon this listing for determination of scope of work. Other sections of the Specifications not referenced in individual sections shall apply as required for proper performance of the Work.
 4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to CONTRACTOR.
 5. Symbols for various elements and systems are shown on the Drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from ENGINEER.
- B. Use of Documents:
1. CONTRACTOR shall examine all Specifications and Drawings for the Work, including those that may pertain to Work CONTRACTOR does not normally perform with its own forces.
 2. CONTRACTOR shall use all of the Project Drawings and Specifications:
 - a. For a complete understanding of the Project.
 - b. To determine the type of construction and systems required.
 - c. For coordination with other contractors.
 - d. To determine what other work may be involved in various parts or phases.
 - e. To anticipate and notify others when work by others will be required.
 - f. And all other relevant matters related to the project.
 3. CONTRACTOR is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its Work as may be shown or inferred by the entire set of Project Drawings and Specifications.

1.04 CONSTRUCTION REQUIREMENTS

- A. General Information and Requirements:
 - 1. It shall be the responsibility of CONTRACTOR to not in any way impair the normal operating efficiency of the facilities, regardless of the work underway.
 - 2. Operation of existing facilities will be the responsibility of OWNER. CONTRACTOR shall cooperate with OWNER's staff at all times. A minimum of 48 hours prior to visiting or making deliveries to existing facilities, CONTRACTOR shall notify OWNER in writing. At the time of notification, CONTRACTOR shall submit a schedule for completion of the Work, including a description of measures that will be taken to minimize the impact to existing facilities.
 - 3. Access: CONTRACTOR shall maintain roadways open at all times to meet OWNER's requirements.
- B. Construction Sequence: CONTRACTOR shall coordinate design visits, equipment deliveries, field modifications, and startup support activities with OWNER and installation contractor.

1.05 CONTRACTOR USE OF SITE

- A. General:
 - 1. OWNER's property lines shall be considered the "area of the site."
 - 2. Construction activities shall be confined within the "area of the site" limits.
 - 3. From the start of work to completion CONTRACTOR is responsible for the care of the site and the premises which are affected by operations of Work of this Contract.
- B. Parking and Deliveries:
 - 1. CONTRACTOR is responsible for control of traffic by vehicles and persons within the limits of its operations.
 - 2. Parking for employees, subcontractors, and agents of CONTRACTOR shall be in areas subject to approval of OWNER.
 - 3. Access to the site for delivery of construction material or equipment shall be subject to approval of OWNER.

1.06 EXISTING SERVICES, OVERHEAD UTILITIES, AND UNDERGROUND FACILITIES INCLUDING STRUCTURES

- A. Interruption of existing services and systems including heating, ventilating, air conditioning, water, sanitary, lighting and power, signal and security will not be permitted unless specifically indicated otherwise. Provide temporary facilities to maintain services.
- B. Work shall not commence until all labor, materials, and equipment are available so Work can continue without interruption or delay.
- C. Cooperate with OWNER and utility companies in keeping respective services in operation and repair any damage.
- D. CONTRACTOR shall not interrupt existing services occupied and used by OWNER or others, except when permitted in writing by OWNER.
- E. Any accidental interruption of services shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.

- F. CONTRACTOR shall coordinate with overhead utility companies prior to the Work. CONTRACTOR shall provide all necessary temporary and permanent support relocation or temporary and permanent restraint to maintain overhead utilities in service.
- G. CONTRACTOR shall keep an accurate and complete record of all such services encountered and shall provide OWNER a copy of this record. The record shall include a description of the item encountered, opinion as to conditions, and adequate measurements and depths so that the item can be located in the future.
- H. CONTRACTOR shall inspect all services for condition and soundness. Unsound conditions shall be reported to OWNER immediately after exposing. CONTRACTOR shall not proceed with the Work until the service or facility owner has been notified. Service or facility owner shall then be given time to inspect and correct, if required, the service. CONTRACTOR may make claim under the provisions of Articles 11 and 12 of the General Conditions should CONTRACTOR feel a price or time adjustment is justified.
- I. Any additional costs incurred because of failure of CONTRACTOR to report the condition of any and all existing services encountered shall be paid for by CONTRACTOR.

1.07 PROTECTION OF WORK AND IMPROVEMENTS

- A. CONTRACTOR shall protect the property of OWNER, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.
- B. CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.
- C. CONTRACTOR shall keep property, existing improvements, and the Work free from dirt and foreign matter at all times.
- D. Property and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of OWNER.

1.08 AVAILABILITY OF LANDS

- A. Easements were not obtained for this Project. CONTRACTOR shall confine its operations, equipment and storage areas to the lands and rights-of-way in which the Project is to be located. CONTRACTOR may enter into written agreements with property owners for use of other lands during construction. Copies of such agreements shall be provided to OWNER.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 29 00

CONTRACT CONSIDERATIONS

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included: Measurement and Payment–Lump Sum.

1.02 MEASUREMENT AND PAYMENT–LUMP SUM

- A. Payment for Lump Sum projects will be based on the accepted schedule of values for the project.
- B. An acceptable schedule of values will include the following features:
1. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction. Schedule shall be subdivided as necessary by specification section and work area.
 2. Identify each line item with the number and title of the respective Specification Section.
 3. For each major line item list sub-values of major products or operations under the item.
 4. For the various portions of the work:
 - a. Each item shall include a directly proportional amount of CONTRACTOR's overhead and profit.
 - b. For items on which progress payments will be requested for stored materials, break down the value into:
 - (1) The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by ENGINEER.
 - (2) The total installed value.
 5. The sum of all values listed in the schedule shall equal the total Contract Sum.
 6. Schedule shall include a separate listing of general items such as bonds, insurance, start-up and commissioning services, training services, operation and maintenance manuals, and record documents.
- C. Once a schedule of values is accepted, it shall not be revised, except for changes associated with subsequently executed change orders.
- D. No separate measurement for payment will be performed for Lump Sum Work.
- E. CONTRACTOR shall estimate percentage of Work completed. ENGINEER will review CONTRACTOR's estimate of quantity of Work completed.
- F. Payment will be made based on the percentage of the Contract completed less retainage and/or liquidated damages.
- G. Unless noted otherwise, all Work described in the Specifications and/or shown on the Drawings shall be included in the Lump Sum Bid.
- H. Some technical specification sections may include payment provisions. These provisions are in addition to the provisions of this section which apply to all of the Work.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 31 00

COORDINATION, FIELD ENGINEERING, AND MEETINGS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: Coordination.

1.02 COORDINATION

- A. CONTRACTOR shall coordinate scheduling, submittals, and work of the various sections of the work to provide an efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later. See Section 01 11 00-Summary of Work for specific construction sequence.
- B. CONTRACTOR shall coordinate equipment space requirements with OWNER and installation contractor.
- C. CONTRACTOR shall coordinate completion and cleanup of Work of separate sections in preparation for substantial completion.
- D. CONTRACTOR shall coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of OWNER's activities.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
 - 2. To facilitate CONTRACTOR's understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by ENGINEER.
 - 3. The type of submittal requirements specified in this section include construction progress schedule, submittal schedule, shop drawings, product data, samples, maintenance manuals, and other miscellaneous work-related submittals.
- B. Related work described elsewhere: More detailed requirements for submittals are described in other sections of these specifications for some materials and equipment. They are to be considered additional requirements to supplement the requirements specified in this section. Submittals shall conform to Article 7 of the General Conditions.
- C. Definitions: "Electronic Submittal" is defined as any submittal transmitted electronically to ENGINEER for review.

1.02 IDENTIFICATION OF SUBMITTALS

- A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least the following information:
 - 1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
 - 2. Name and location of project and identification number.
 - 3. Drawing number and specifications section number to which the submittal applies.
 - 4. Include the date of each submittal or resubmittal.

1.03 GROUPING OF SUBMITTALS

- A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.
- B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

1.04 TIMING OF SUBMITTALS

- A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approval, for possible revision and resubmittal, and for placing orders and securing delivery.

- B. The review period for submittals that are received after 3 P.M. shall commence on the following business day.

1.05 CONSTRUCTION PROGRESS AND SUBMITTAL SCHEDULES

- A. Submit preliminary schedules within 10 days of the effective date of the Agreement.
- B. Revise schedules incorporating any comments provided.
- C. As a minimum, the construction progress schedule shall consist of a horizontal bar chart with a separate line for each major portion of Work or operation, identifying first workday of each week.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration for each activity. Identify activities that are on the critical path.
- E. Include line items for milestones (if any), Substantial, and Final Completion.
- F. Submit updated schedules with each Application for Payment, identifying changes since previous version.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.06 SHOP DRAWINGS

- A. Shop drawings shall include specially prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be submitted for all manufactured or fabricated items. See individual technical sections for special requirements.
- B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.
- C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR in accordance with the General Conditions before transmittal to ENGINEER for review and approval.
- D. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 50% completion of the Work. Applications for payment beyond 50% of the Contract amount will not be recommended for payment until all shop drawings are submitted, including the required hard copies, or a revised schedule for any remaining submittals is agreed to by OWNER and ENGINEER.
- E. CONTRACTOR shall submit shop drawings following the electronic submittal procedure described below.
- F. Shop drawings submitted to ENGINEER will be reviewed and stamped "Approved," "Approved as Noted," "Approved as Noted-Resubmit," or "Not Approved." CONTRACTOR

shall resubmit the above number of corrected shop drawings for all shop drawings stamped "Approved as Noted-Resubmit" and "Not Approved" and will continue this process until shop drawings are stamped "Approved" or "Approved as Noted." If drawings are stamped "Approved as Noted-Resubmit," fabrication may proceed in accordance with the marked-up shop drawings. Installation shall not proceed until shop drawings have been resubmitted and stamped "Approved" or "Approved as Noted."

- G. If shop drawings are stamped "Approved as Noted" or "Approved as Noted-Resubmit" and CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication shall not proceed and shop drawings shall be resubmitted with explanation of CONTRACTOR's position.
- H. All shop drawings used for construction site activities shall bear the "Approved" or "Approved as Noted" stamp of ENGINEER.
- I. Arrangements may be made between CONTRACTOR and ENGINEER to provide additional copies of "Approved" shop drawings for field activity purposes.
- J. PDF Submittal Procedures:
 - 1. Summary:
 - a. Shop drawing and product data submittals shall be transmitted to ENGINEER in electronic (PDF) format.
 - b. The intent of PDF submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
 - c. The PDF submittal process is not intended for color samples, color charts, or physical material samples.
 - 2. Procedures:
 - a. CONTRACTOR shall review and apply a stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.
 - b. CONTRACTOR shall transmit each cover letter and submittal to ENGINEER as an e-mail attachment.
 - c. ENGINEER will return the reviewed shop drawing via e-mail with a transmittal letter, after review, indicating the status of the shop drawing review.
 - d. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of CONTRACTOR.
 - e. Electronically submitted shop drawings shall follow the following format:
 - (1) All files shall be delivered in PDF format with a minimum resolution of 300 dpi unless otherwise requested by ENGINEER. Scanned in material shall be scanned in color and any markings by CONTRACTOR shall be made in red. Pages shall be rotated to the appropriate position for easy reading on a computer monitor such that the majority of text is vertical.
 - (2) Files shall be delivered without security features activated.
 - (3) Shop Drawings shall be uploaded as individual files. Files combined into a zip drive are not acceptable. All pages of one submittal should be contained in one file.
 - (4) The file shall open to a cover page containing, at a minimum, the following information:
 - (a) CONTRACTOR's stamp.
 - (b) Name, e-mail, and telephone number of the individual who may be contacted for further information.

- (c) Project number.
 - (d) Submittal number.
 - (e) Submission date, if resubmittal, all previous submission dates.
 - (f) Index detailing contents and the total number of pages in the submittal.
- f. Once a shop drawing has been "Approved" or "Approved as Noted," CONTRACTOR shall provide three hard color copies of the "Approved" or "Approved as Noted," shop drawings to ENGINEER. CONTRACTOR is responsible for the hard copy color replication of ENGINEER's "Approved" or "Approved as Noted," shop drawings for use by CONTRACTOR. Hard copy shop drawings shall be submitted in 3-ring binders or 3-tab report covers.

K. Shop drawings shall include verification that the item meets applicable codes and standards.

1.07 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product, CONTRACTOR shall submit accurate color charts and pattern charts to ENGINEER for OWNER's review and selection.
- B. Unless all available colors and patterns have identical wearing capabilities and are identically suited for the installation, CONTRACTOR shall completely describe the relative capabilities of each.

1.08 PRODUCT DATA

- A. CONTRACTOR shall provide product data as required to supplement shop drawings.
- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of the work.
- C. CONTRACTOR shall collect required product data into one submittal for each unit of work or system.
- D. CONTRACTOR shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other special coordination requirements.
- E. CONTRACTOR shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.
- F. CONTRACTOR shall supplement manufacturer's standard data to provide information unique to the work.

1.09 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by ENGINEER.

- B. Shop Drawings and Product Data:
 - 1. Revise initial drawings or data and resubmit as specified for initial submittal.
 - 2. Itemize in a cover letter any changes which have been made other than those requested by ENGINEER.

1.10 MAINTENANCE MANUAL

- A. Prior to 75% completion of the Contract or at a minimum of 45 days prior to the scheduled start-up date of any individual item of equipment, whichever is earlier, CONTRACTOR shall furnish to ENGINEER four complete copies of a maintenance manual for all equipment furnished. Applications for payment beyond 75% of the contract amount will not be recommended for payment until all maintenance manuals are submitted or a revised schedule for remaining maintenance manuals is agreed to by OWNER and ENGINEER.
- B. The manuals shall include manufacturer's instructions for maintenance and operation for each item of mechanical and electrical equipment. Manuals shall be specific for the equipment as installed; provide project specific inserts as required. Manuals shall contain: operation instructions, lubrication schedules, types and quantities, preventative maintenance program, spare parts list, parts lists, I.D. No. and exploded views, assembly instructions, parts supplier location, trouble shooting and startup procedures and, where applicable, test data and curves.
- C. All sheets shall have reduced dimensions as described for shop drawings, and shall be furnished in 3-ring binders or 3-tab report covers.
- D. CONTRACTOR is responsible for producing an electronic version of the Equipment Operations and Maintenance (O&M) Manuals Manual. The Electronic Equipment O&M Manual shall be delivered in Portable Document Format (PDF). The entire manual may be converted to PDF via scanning or other method of conversion. Drawings or other graphics must be converted to PDF format and made part of the PDF document. The CONTRACTOR shall provide all Equipment O&M Manuals in the electronic format as defined below.
- E. The filename for the Equipment O&M Manual submittal will be provided with the request for final Equipment O&M Manuals. Filenames use the "eight dot three" convention (XX XX XX_YY.PDF) where XX XX XX is the specification section number and YY is an ID number. No one file shall be larger than 10 MB. If technical problems require that the submittal be divided into more than one file, a letter extension shall be added to the end of each filename.
- F. The number of files shall be kept to a minimum. Equipment O&M Manuals that span more than one file shall have the final Bookmark "Return to Table of Contents" which shall take the User to the first file on the Equipment O&M Manual.
- G. All text (word processed), spreadsheets, and electronic graphics shall be delivered in portable document format (*.PDF). The resolution of all scanned images shall be a minimum of 300 dpi unless otherwise requested by ENGINEER. Scanned images shall be processed with the "original image with hidden text" option (Adobe Acrobat 6 or higher). This results in a clear image and provides for optical character recognition (OCR) and word search functionality. Graphical files shall be fully searchable. All submittals must be indexed with the Adobe Catalog feature. Placement and structure of index files shall be in accordance with Adobe's recommendations to minimize problems when transferring files. Successful searches for words or strings in the PDF document shall demonstrate proof of OCR.

- H. Rotate pages viewed in landscape to the appropriate position for easy reading on a computer monitor.
- I. Bookmarks shall be created in the navigation frame for each entry in the Table of Contents. Three levels deep is usually enough (i.e., "Chapter", "Section", "Subsection"); however, complex submittals like instrumentation and electrical may be required at the discretion of ENGINEER. When setting bookmarks for Chapter level heading, the page shall be displayed at Full Page. Section and Subsection level heading pages shall be displayed as a magnified view. Bookmarks shall be displayed as subordinate (to other bookmarks in their hierarchy set so that only the Chapter level headings are displayed.
- J. Thumbnails shall be generated and embedded in each PDF file.
- K. Files shall be delivered without Security features activated. Password protected files will be unacceptable.
- L. The opening view for PDF files shall be set as follows:
 - 1. Initial View: Bookmarks and Page
 - 2. Magnification: Fit In Window
 - 3. Page Layout: Single Page
- M. The file shall open to the cover page of the Equipment O&M Manual with bookmarks to the left. The first bookmark shall be the name of Equipment O&M Manual.
- N. The submittal shall be delivered on CD after all Equipment O&M Manuals have been received and reviewed. Each CD shall be labeled, at a minimum, as follows, including:
 - 1) CD-ROM disks, 2) jewel cases, and 3) hard copies.
 - 1. Manufacturer name, point of contact, telephone number, facsimile number, and e-mail address as appropriate.
 - 2. Equipment name and/or O&M title spelled out in complete words.
 - Example "Operations and Maintenance Manual"
 - "Horizontal Centrifugal Nonclog Pump"
 - 3. Specifications section number.
 - 4. Project name.
 - 5. Date and File Name: Example "12-20-07," "19876_01.pdf."
- O. CONTRACTOR shall reprocess any portion of the document that does not view or print to OWNER's satisfaction.
- P. CONTRACTOR is fully responsible for obtaining any and all copyright permissions associated with conversion of this information to electronic format.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
1. OSHA requirements.
 2. 35 Ill. Adm. Code 1100.
 3. Roadway limits.

1.02 OSHA REQUIREMENTS

- A. All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the "Occupational Safety and Health Act."

1.03 35 ILL. ADM. CODE 1100

- A. CONTRACTOR shall comply with 35 Ill. Adm. Code 1100 when disposing of clean construction or demolition debris (CCDD) or uncontaminated soil at a CCDD or uncontaminated soil fill operation.

1.04 ROADWAY LIMITS

- A. CONTRACTOR shall comply with roadway weight restrictions including seasonal weight restrictions.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 42 00

REFERENCE STANDARDS AND DEFINITIONS

PART 1-GENERAL

1.01 SUMMARY

A. Work Included:

1. Reference Standards:

- a. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
- b. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is CONTRACTOR's responsibility to provide materials and workmanship which meet or exceed that specifically named code or standard.
- c. It is also CONTRACTOR's responsibility, when so required by the Contract Documents, to deliver to ENGINEER all required proof that the material or workmanship, or both, meet or exceed the requirements of the specifically named code or standard.

2. Definitions:

- a. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including the Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon.
- b. Certain terms used in the Contract Documents are defined generally in this section to supplement definitions of the Agreement, General Conditions, Supplementary Conditions, and other general contract documents.
- c. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the Work.

- B. Related Work Described Elsewhere: The specific naming of codes or standards occurs on the Drawings and in other sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Familiarity with Pertinent Codes and Standards:

1. It is CONTRACTOR's responsibility to verify the requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.
2. When required by individual sections of these specifications, CONTRACTOR shall obtain a copy of each pertinent code or standard and maintain the copies at the job site during submittals, planning, and progress of the Work until Substantial Completion of the Work is attained.

B. Overlapping or Conflicting Requirements:

1. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different

or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

2. Refer all uncertainties to ENGINEER for decision before proceeding.

1.03 REFERENCE STANDARDS

- A. Applicable standards of the construction industry are made a part of the Contract Documents by reference as if copied directly into the Contract Documents, or as if published copies were bound herewith. See Article 3.02 of the General Conditions for additional provisions regarding references.
- B. Standards referenced directly in the Contract Documents or by governing regulation, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.
- C. Nonreference standards are hereby defined to have no particular applicability to the work except as a general measurement of whether the Work complies with standards recognized in the construction industry.
- D. Reference standards and codes listed in these specifications may include, but are not necessarily limited to, standards or codes published by the following agencies and organizations:

1. AA Aluminum Association
1525 Wilson Boulevard, Arlington, VA 22209
2. AAMA American Architectural Manufacturer's Association
1827 Walden Office Square Suite 550, Schaumburg, IL 60173-4268
3. AASHTO American Association of State Highway & Transportation Officials
444 North Capitol Street NW Suite 249, Washington, DC 20001
4. ACI American Concrete Institute
38800 Country Club Drive, Farmington Hills, MI 48331-3439
5. AI Asphalt Institute
2696 Research Park Drive, Lexington, KY 40511-8480
6. AISC American Institute of Steel Construction
One East Wacker Drive Suite 700, Chicago, IL 60601-1802
7. AISI American Iron and Steel Institute
25 Massachusetts Avenue NW Suite 800, Washington, DC 20001
8. ANSI American National Standards Institute
25 West 43rd Street, New York, NY 10036

9. APA American Plywood Association
7011 South 19th, Tacoma, WA 98466-5333
10. API American Petroleum Institute
1220 L Street NW, Washington, DC 20005-4070
11. ARI Air-Conditioning & Refrigeration Institute
4100 North Fairfax Drive Suite 200, Arlington, VA 22203
12. ASHRAE American Society of Heating, Refrigerating, and Air Conditioning Engineers
1791 Tullie Circle NE, Atlanta, GA 30329
13. ASME American Society of Mechanical Engineers
Two Park Avenue, New York, NY 10016-5990
14. ASSE American Society of Sanitary Engineering
901 Canterbury Suite A, Westlake, OH 44145
15. ASTM ASTM International
100 Barr Harbor Drive, West Conshohocken, PA 19428-2959
16. AWI Architectural Woodwork Institute
46179 Westlake Drive Suite 120, Potomac Falls, VA 20165-5874
17. AWPA American Wood Protection Association
P.O. Box 361784, Birmingham, AL 35236-1784
18. AWS American Welding Society
8669 Doral Boulevard Suite 130, Doral, FL 33166
19. AWWA American Water Works Association
6666 West Quincy Avenue, Denver, CO 80235
20. BHMA Builder's Hardware Manufacturers Association
355 Lexington Avenue 15th floor, New York, NY 10017
21. BIA Brick Industry Association
1850 Centennial Park Drive Suite 301, Reston, VA 20191
22. CRSI Concrete Reinforcing Steel Institute
9333 North Plum Grove Road, Schaumburg, IL 60173
23. EJMA Expansion Joint Manufacturers Association
25 North Broadway, Tarrytown, NY 10591
24. FM FM Global
FM Global Corporate Offices, 270 Central Avenue, Johnston, RI 02919

- 25. FTI Facing Tile Institute
Box 8880, Canton, OH 44711

- 26. GA Gypsum Association
6525 Belcrest Road Suite 480, Hyattsville, MD 20782

- 27. GANA Glass Association of North America
800 SW Jackson Street Suite 1500, Topeka, KS 66612-1200

- 28. ICC International Code Council
500 New Jersey Avenue NW 6th Floor, Washington, DC 20001

- 29. IES Illuminating Engineering Society
120 Wall Street, Floor 17, New York, NY 10005-4001

- 30. MIL Military Specifications
Naval Publications and Forms Center
5801 Tabor Avenue, Philadelphia, PA 19120

- 31. NAAMM National Association of Architectural Metal Manufacturers
800 Roosevelt Road Building C Suite 312, Glen Ellyn, IL 60137

- 32. NCMA National Concrete Masonry Association
13750 Sunrise Valley Drive, Herndon, VA 20171-4662

- 33. NECA NECA
National Electrical Contractors Association
3 Bethesda Metro Center Suite 1100, Bethesda, MD 20814

- 34. NEMA National Electrical Manufacturers Association
1300 North 17th Street Suite 1752, Rosslyn, VA 22209

- 35. NFPA National Fire Protection Association
1 Batterymarch Park, Quincy, MA 02169-7471

- 36. NIST National Institute of Standards and Technology
(U.S. Department of Commerce), 100 Bureau Drive, Stop 1070
Gaithersburg, MD 20899-1070

- 37. NRCA National Roofing Contractors Association
10255 West Higgins Road Suite 600, Rosemont, IL 60018-5607

- 38. NSF National Sanitation Foundation International
P.O. Box 130140, 789 North Dixboro Road, Ann Arbor, MI 48113-0140

- 39. OSHA Occupational Safety & Health Administration
200 Constitution Avenue NW, Washington, DC 20210

- 40. PCA Portland Cement Association
5420 Old Orchard Road, Skokie, IL 60077
- 41. PCI Prestressed Concrete Institute
200 West Adams Street Suite 2100, Chicago, IL 60606
- 42. SAE Society of Automotive Engineers
SAE World Headquarters
400 Commonwealth Drive, Warrendale, PA 15096-0001
- 43. SDI Steel Deck Institute
P.O. Box 25, Fox River Grove, IL 60021
- 44. SDI Steel Door Institute
30200 Detroit Road, Westlake, OH 44145-1987
- 45. SIGMA Sealed Insulating Glass Manufacturers Assoc.
401 North Michigan Avenue Suite 2400, Chicago, IL 60611
- 46. SJI Steel Joist Institute
234 Cheves Street, Florence, SC 29501
- 47. SMACNA Sheet Metal and Air Conditioning
Contractor's National Association
4201 Lafayette Center Drive, Chantilly, VA 20151-1219
- 48. SSPC Society for Protective Coatings
40 24th Street 6th Floor, Pittsburgh, PA 15222-4656
- 49. TCA Tile Council of America
100 Clemson Research Boulevard, Anderson, SC 29625
- 50. UL Underwriters Laboratories
333 Pfingston Road; Northbrook, IL 60062

1.04 SUBMITTALS

- A. For OWNER's records, CONTRACTOR shall submit copies of permits, licenses, certifications, inspection reports, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.05 DEFINITIONS

- A. Indicated:
 - 1. The term "indicated" is a cross-reference to details, notes, or schedules on the drawings, to other paragraphs or schedules in the specifications and to similar means of recording requirements in the Contract Documents.

2. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.
- B. Approve (or Words of Similar Nature):
1. Where used in conjunction with ENGINEER's response to submittals, requests, applications, inquiries, reports, and claims by CONTRACTOR, the meaning of the term "approve" will be held to the limitation of ENGINEER's responsibilities and duties as specified in Paragraph 1.02.B.1. of the General Conditions.
 2. In no case will "approval" by ENGINEER be interpreted as a release of CONTRACTOR from responsibility to fulfill requirements of the Contract Documents.
- C. Minimum Requirements:
1. Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry.
 2. Actual work must comply with (or within specified tolerances) or exceed minimums.
 3. CONTRACTOR shall refer uncertainties to ENGINEER before proceeding.
- D. Abbreviations: Abbreviations, where not defined in the Contract Documents, will be interpreted to mean the normal construction industry terminology.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1—GENERAL

1.01 SUMMARY

- A. Work Includes:
 - 1. Quality Assurance—Control of Installation.
 - 2. Tolerances.
 - 3. Manufacturers' Field Services and Reports.

1.02 QUALITY ASSURANCE—CONTROL OF INSTALLATION

- A. CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
- B. CONTRACTOR shall comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.
- D. CONTRACTOR shall comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by persons qualified to produce workmanship of specified quality.
- F. CONTRACTOR shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

- A. CONTRACTOR shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.
- B. CONTRACTOR shall comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.
- C. CONTRACTOR shall adjust products to appropriate dimensions; position before securing products in place.

1.04 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections or when requested by ENGINEER, CONTRACTOR shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship.

- B. CONTRACTOR shall submit qualifications of observer to ENGINEER 30 days in advance of required observations.
- C. CONTRACTOR shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. CONTRACTOR shall submit report in duplicate within 30 days of observation to ENGINEER for information.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 57 00

TEMPORARY CONTROLS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Dust Control.
 - 2. Noise Control.
 - 3. Traffic Control.
 - 4. Site Security.
 - 5. Daily Cleanup.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

3.01 DUST CONTROL

- A. CONTRACTOR shall execute the Work by methods to minimize raising dust from construction operations.
- B. CONTRACTOR shall provide positive means to prevent airborne dust from dispersing into atmosphere.
- C. CONTRACTOR shall provide partitions, enclosures, etc., within buildings as necessary to confine dust and protect adjacent areas.

3.02 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

3.03 TRAFFIC CONTROL

- A. CONTRACTOR shall be responsible for providing all signs, barricades, flagmen, and other traffic control devices during delivery.
- B. Do not close or obstruct roadways without approval of OWNER.
- C. Conduct operations with minimum interference to roadways.
- D. Maintain two-way traffic on streets at all times.

- E. All traffic control measures shall meet the requirements of Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, and the Standard Specifications for Traffic control Items, Latest Edition.
- F. Do not close or obstruct roadways without approval of OWNER.

3.04 SITE SECURITY

- A. CONTRACTOR shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. CONTRACTOR shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public rights-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.
- B. CONTRACTOR shall at all times be responsible for the security of the Work including materials and equipment. OWNER will not take any responsibility for missing or damaged equipment, tools, or personal belongings. CONTRACTOR shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

3.05 DAILY CLEANUP

- A. CONTRACTOR shall clean up the Site and remove all rubbish on a daily basis.

END OF SECTION

SECTION 01 60 00

MATERIALS AND EQUIPMENT

PART 1-GENERAL

1.01 SUMMARY

- A. **Work Included:** CONTRACTOR shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.
- B. **Related Sections and Divisions:** Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

1.02 PRODUCTS

- A. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- B. CONTRACTOR shall not use materials and equipment removed from existing construction, except as specifically required, or allowed, by the Contract Documents.
- C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by CONTRACTOR, result in additional costs to CONTRACTOR or other contractors, such additional costs shall be borne by CONTRACTOR. CONTRACTOR shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by ENGINEER.
- D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalogue number or designation.

1.03 TRANSPORTATION AND HANDLING

- A. Materials, products and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.
- B. CONTRACTOR shall not overload any portion of the structure in the transporting or storage of materials.
- C. CONTRACTOR shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.

1.04 DELIVERY AND RECEIVING

- A. CONTRACTOR shall deliver equipment free on board, freight prepaid, to the Work Site in Winnetka, Illinois, and shall be responsible for such equipment until after OWNER has inspected and accepted the contents on the trailer.
- B. CONTRACTOR shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.

- C. CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the Site; work activities of other contractors or OWNER; limitations on storage space; availability of personnel and handling equipment and OWNER's use of premises.
- D. CONTRACTOR shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.
- E. CONTRACTOR shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.
- F. Immediately on delivery, installation contractor shall inspect shipment to review that:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Accessories and installation hardware are correct.
 - 4. Containers and packages are intact and labels legible.
 - 5. Products are protected and undamaged.

If inspection by installation contractor reveals any noncompliance with the delivered equipment, CONTRACTOR shall provide missing components and/or replacements for noncompliant components and shall field-install such components.

1.05 EQUIPMENT WARRANTIES

- A. Warranties shall be nonprorated, include all parts and labor, and be in written form. Warranties shall specifically exclude buyer's indemnification language. Warranty language shall not eliminate manufacturer's responsibility for sizing of the equipment. During warranty period, manufacturer shall be responsible for any travel expenses, outside contractor fees, and rental equipment fees associated with providing warranty service. Manufacturer shall pay expenses incurred for repairs and parts replacement not made by manufacturer if manufacturer's response is not within 72 hours of notification by OWNER. Warranty language shall be provided with the shop drawings.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 77 00
CONTRACT CLOSEOUT

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Closeout procedures.
 - 2. Adjusting.
 - 3. Project record documents.
 - 4. Warranties.

1.02 CLOSEOUT PROCEDURES

- A. CONTRACTOR shall provide submittals to ENGINEER that are required by governing or other authorities.
- B. CONTRACTOR shall comply with General Conditions and Supplementary Conditions and complete the following before requesting ENGINEER's observation of the Work or designated portion thereof for substantial completion.
 - 1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, and similar required documentation for specific units of Work, enabling OWNER's unrestricted occupancy and use.
 - 2. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar operational items.
 - 3. Submit consent of surety (if surety required in Contract).

1.03 ADJUSTING

- A. CONTRACTOR shall adjust operating products and equipment to provide smooth and unhindered operation.

1.04 PROJECT RECORD DOCUMENTS

- A. CONTRACTOR shall maintain on Site one set of the following record documents to record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. CONTRACTOR shall make entries that are complete and accurate, enabling future reference by OWNER.
- C. CONTRACTOR shall store record documents separate from documents used for construction.
- D. CONTRACTOR shall record information concurrent with construction progress.

- E. Specifications: CONTRACTOR shall legibly mark and record at each Product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by addenda and modifications.

- F. Record Drawings: CONTRACTOR shall legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

1.05 WARRANTIES

- A. CONTRACTOR shall provide warranties beyond project one-year warranty as required by technical sections and as follows.

- B. Submit warranty information as follows:
 - 1. Provide notarized copies.
 - 2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers, and provide Table of Contents and assemble in three-ring binder with durable cover.
 - 3. Submit with request for certificate of Substantial Completion.
 - 4. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance listing date of acceptance as start of warranty period.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 91 00

STARTING OF SYSTEMS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. General.
 - 2. Equipment and system installation.
 - 3. Starting equipment and systems.
 - 4. Demonstration, instructions, and operator training.
 - 5. Start-up and testing.
 - 6. Equipment systems requiring certification of proper installation.
- B. CONTRACTOR shall perform the Work described in the following subsections.

1.02 GENERAL

- A. The number of days for manufacturer's services stated in the Specifications shall be considered as the minimum number of days. Should additional time be required for services because of equipment malfunction or other problem, such time shall be at the expense of CONTRACTOR, with no change in Contract Price.
- B. "Days" specified shall consist of 8-hour days on-site, excluding travel time.
- C. CONTRACTOR shall designate and provide one person to be responsible for scheduling, coordinating, and expediting the specified services. Scheduling the services shall be done in cooperation with, and with the prior approval of ENGINEER and OWNER. Such schedule shall be arranged with the appropriate subcontractors, manufacturers, and suppliers with sufficient time to allow their compliance with the service requirements.
- D. CONTRACTOR shall manage equipment checkout such that checkout has been completed and deficiencies addressed prior to demonstration and training. Scheduling training prior to checkout may result in cancellation when checkout cannot be completed prior to training.

1.03 EQUIPMENT AND SYSTEM INSTALLATION

- A. Competent and experienced technical personnel shall represent the manufacturers of all equipment and systems for as many days as may be necessary to provide proper installation and to resolve assembly or installation problems at the site that are attributable to, or associated with, the equipment furnished. This requirement applies to manufacturers for all equipment furnished, whether or not specifically set forth in the Specifications.
- B. Where a manufacturer's certificate is called for in this Specification Section, the manufacturer's representative shall provide the attached certificate stating that the equipment or system has been installed in accordance with the manufacturer's instructions and has been inspected by a manufacturer's authorized representative, that it has been serviced with the proper initial lubricants, that applicable safety equipment has been properly installed, that the proper electrical and mechanical connections have been made, and that any other manufacturer requirements have been met. This certification shall be provided to

ENGINEER and OWNER prior to the start-up. This certificate is in addition to the manufacturer's standard startup reports, checklists, and other pertinent information.

- C. Functional (or run) testing is required for all equipment and systems. The manufacturer's representative shall supervise the functional test, which shall include checking for proper rotation, alignment, speed, excessive vibration, and noisy operation. The Manufacturer's Certificate of Proper Installation shall state that proper adjustments have been made and that the equipment or system is ready for start-up.
- D. Manufacturer shall demonstrate, using laser alignment equipment, if appropriate, that the installed equipment has been aligned properly. Final acceptance of equipment will not be granted until manufacturer has demonstrated to ENGINEER that acceptable alignment to tolerances have been achieved. For pumps with motors 7.5 hp and larger, the acceptable shaft alignment tolerances shall be as recommended in the pump manufacturer's written instructions and shall include parallel offset and angular gap measurements.

1.04 STARTING EQUIPMENT AND SYSTEMS

- A. Where field testing and start-up services are called for in the Specifications, or when technical assistance is necessary as a result of any malfunction of the equipment or system furnished, the manufacturer's representative shall provide such services.
- B. Manufacturer's representative shall also conduct and/or assist with performance testing, as required by the Specifications. These services shall continue until such times as the applicable equipment or system has been successfully tested for performance and has been accepted by OWNER for full-time operation.
- C. Coordinate schedule for start-up of various equipment and systems. Coordination includes, but is not limited to, communication with subcontractors, suppliers, OWNER, and ENGINEER. CONTRACTOR shall confirm that all necessary work is complete and that the equipment and systems can be operated in conjunction with all associated processes.
- D. Notify ENGINEER and OWNER a minimum of 7 days prior to start-up of each item using the attached Equipment Startup and O&M Training Scheduling form. CONTRACTOR shall submit form to ENGINEER.
- E. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or for other conditions that may cause damage.
- F. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- G. Verify wiring and support components for equipment are complete and tested.
- H. Execute start-up under supervision of applicable manufacturer's representative and CONTRACTOR's personnel in accordance with manufacturers' instructions.
- I. Require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation. Authorized representative shall provide approval for starting of systems in writing where specified.

- J. Equipment manufacturer shall provide a written report covering checkout, testing, inspections, and start-up and shall identify any deficiencies noted. Report shall be submitted to ENGINEER. CONTRACTOR shall be responsible for correcting all deficiencies noted in report. In addition, CONTRACTOR shall submit a fully executed Certificate of Proper Installation form if required in Paragraph 3.01 of this section.

1.05 DEMONSTRATION, INSTRUCTIONS, AND OPERATOR TRAINING

- A. For all mechanical equipment and systems and where called for in the Specifications, provide a qualified technical representative to provide detailed instructions to OWNER's personnel for operation and maintenance of equipment and associated instrumentation. Training services shall include pre-start-up classroom instruction and start-up on-site instruction, as stated in the Specifications.
- B. Refer to the Specifications for additional training requirements.
- C. CONTRACTOR shall coordinate the pre-start-up training periods with OWNER's operating personnel and manufacturers' representatives.
 - 1. Schedule training dates and times with OWNER, that are acceptable to the OWNER, using equipment, startup, and O&M training form. Normal hours available for training are between 7:30 A.M. to 3 P.M., Monday through Friday, except for holidays.
 - 2. Submit outline and presentation to ENGINEER at least 7 days in advance of training.
 - 3. Provide name, contact information, and brief synopsis of qualifications of the trainer.
 - 4. If materials above are not provided at least 7 days in advance, training may be canceled.
 - 5. Failure of supplier's or manufacturer's representative to appear for scheduled training, failure to notify OWNER 24 hours in advance of need to cancel scheduled training or failure to arrive within 30 minutes of start of scheduled training shall result in reimbursement to OWNER for time lost by OWNER's personnel in waiting for arrival of manufacturer's representative. Except in case of failure to arrive on time, time will not exceed 1 hour for each employee scheduled to receive training. Failure to arrive on time will be reimbursed by actual time late, up to 1 hour, after 1 hour, training will be rescheduled. CONTRACTOR shall reimburse OWNER via a change order.
 - 6. During the training, instructor will dedicate its time solely to training and not start-up services.
 - 7. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with OWNER's personnel in detail to explain all aspects of operation and maintenance.
 - 8. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment.
 - 9. Prepare and insert additional data in operation and maintenance manuals when need for additional data becomes apparent during instruction.
 - 10. OWNER may videotape the training for future internal use. Provide to OWNER paper and electronic copies of any media used as part of training.
 - 11. Provide training handouts for each of OWNER's personnel present.
- D. CONTRACTOR shall provide attached Certificate of Operator Training cosigned by OWNER and supplier's representative verifying training was accomplished to satisfaction of all parties.

- E. Operation and maintenance manual submitted in accordance with Section 01 33 00–Submittals shall be provided prior to operator training.
- F. For equipment or systems requiring seasonal operation, perform demonstration for dormant season at start of dormant season.
- G. Final payment for various items of equipment will not be made by OWNER until the equipment is operating to OWNER's satisfaction.
- H. Where items of equipment are placed into service at different times or sequence, manufacturer's services for start-up, field testing, and supervision shall be provided for each time or sequence. Training shall be provided prior to or at the time the first similar item of equipment is placed in service.

1.06 START-UP AND TESTING

- A. Prior to acceptance of any portion of the Work, start-up and testing of all equipment and testing of all materials furnished on the Project by CONTRACTOR shall have been conducted in the presence of representatives of CONTRACTOR, OWNER, and ENGINEER and also manufacturer if requested by OWNER or ENGINEER.
- B. CONTRACTOR shall provide whatever temporary installations and conditions are necessary in order to perform start-up and testing operations on all equipment and materials furnished under the Contract. Temporary connections and equipment necessary during start-up and testing operations shall include, but not be limited to, temporary piping and electrical power and control equipment and devices, temporary connection from various parts of the systems and any other labor, materials, fuel, devices, or items that may be required for start-up and testing operations. Temporary conditions shall include filling with water, if necessary, to check equipment and materials.
- C. All temporary installations and conditions shall be removed by CONTRACTOR upon completion of start-up and testing.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 EQUIPMENT SYSTEMS REQUIRING CERTIFICATION OF PROPER INSTALLATION

- A. 26 13 26–Medium-Voltage Circuit Breaker Switchgear.

END OF SECTION

TS No. _____

**EQUIPMENT START-UP AND O&M TRAINING SCHEDULING FORM
STRAND ASSOCIATES, INC.®**

PROJECT _____ CLIENT _____

CONTRACT _____

CONTRACTOR _____ Date: _____

The following equipment is scheduled for start-up on _____

EQUIPMENT NAME: _____ SPECIFICATION SECTION: _____

MANUFACTURER: _____ MINIMUM HOURS OF TRAINING: _____

DATE O&M MANUALS SUBMITTED: _____

Specification Section 01 91 00 requires that start-up and operation and training be conducted by a qualified manufacturer's representative prior to placing equipment in operation. Review Specification Sections 01 33 00 and 01 45 00 and the individual equipment sections for start-up and training requirements. OWNER may find it necessary to propose alternate dates for training based on conflicts with other training and staff availability. The Operation and Maintenance Manuals must be submitted prior to training.

After the equipment or system has been properly installed and is functioning correctly, submit a written report in accordance with Specification Section 01 45 00.

Submit the completed form to ENGINEER and OWNER at least 7 days prior to start-up and training.

Proposed Training Date: _____ Time of Training: _____

Factory-trained representative giving training:

Name(s): _____

Company: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

CERTIFICATE OF PROPER INSTALLATION

Project _____

Equipment _____

Specification Section _____

Contract _____

I hereby certify the equipment supplier/manufacturer has inspected this equipment and that it has been properly installed, adjusted, and calibrated. I further certify this equipment may now be operated for test purposes and/or normal use.

MANUFACTURER'S REPRESENTATIVE

Signature _____ Date _____

Name (print) _____

Title _____

Representing _____

CONTRACTOR

Signature _____ Date _____

Name (print) _____

Title _____

This form shall be completed and submitted to ENGINEER prior to OWNER training.

CERTIFICATE OF OPERATOR TRAINING

Project _____

Equipment _____

Specification Section _____

Contract _____

I hereby certify the equipment supplier/manufacturer has instructed OWNER's personnel in the start-up operation and maintenance of this equipment as required in the Specifications.

MANUFACTURER'S REPRESENTATIVE

Signature _____ Date _____

Name (print) _____

Title _____

Representing _____

CONTRACTOR

Signature _____ Date _____

Name (print) _____

Title _____

OWNER

I hereby certify that my operating personnel received instruction for start-up, operation, and maintenance of this equipment.

Signature _____ Date _____

Name (print) _____

Title _____

END SECTION

Section 01 91 00-7
1619 028/020-009

SECTION 26 13 26

MEDIUM-VOLTAGE CIRCUIT BREAKER SWITCHGEAR

PART 1-GENERAL

1.01 SUMMARY

- A. **Work Included:** Manufacturer shall furnish the equipment as specified herein and as shown on the Contract drawings.
- B. **Related Sections and Divisions:** Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. The metal-clad switchgear and all components shall be designed, manufactured, and tested in accordance with the latest applicable standards as follows:
 1. ANSI/IEEE C37.06, Switchgear-AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis-Preferred Ratings and Related Required Capabilities.
 2. ANSI/IEEE C37.09, Testing Procedures for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis.
 3. IEEE C37.04, Rating Structure for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis.
 4. IEEE C37.20.2, Standards for Metal-Clad Switchgear.
 5. ANSI/IEEE C57.13, Standard Requirements for Instrument Transformers.
 6. IEEE C37.11-2014, Standard Requirements for Electrical Control for AC High-Voltage Circuit Breakers rated on a Symmetrical Current Basis.
 7. IEEE C37.010, Application Guide for AC High-Voltage Circuit Breakers rated on a Symmetrical Current Basis.
 8. NEMA SG-4 and SG-5.

1.03 QUALITY ASSURANCE

- A. **Manufacturers:** Firms regularly engaged in the manufacture of electrical equipment, cable and wire products of the types and ratings necessary, whose products have been in satisfactory use in similar service for not less than 5 years. Manufacturer of the assembly shall be the manufacturer of the major components within the assembly. The manufacturer shall be ISO 9000, 9001, or 9002 certified.
- B. **Installer:** A firm with at least 5 years of successful installation experience on projects with electrical wiring installation work similar to that in this project.
- C. **Code Compliance:** Comply with National Electrical Code (NFPA 70) as applicable to construction and installation of electrical equipment, cable, wire, and connectors.
- D. **UL Labels:** All electrical equipment and material shall be listed and labeled by Underwriters Laboratories, except where UL does not include the equipment in their listing procedures.

- E. NEMA/ANSI Compliance: Comply with National Electrical Manufacturers Association, American National Standards Institute and other standards pertaining to material, construction and testing, where applicable.

1.04 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00–Submittals.
- B. Include outline and support point dimensions of enclosures and accessories, front view elevations, floor plan and top view drawings, interior and exterior layout drawings showing all equipment and devices, unit weight, voltage, short-circuit rating, continuous current, basic impulse level, cable terminal sizes, and a component list.
- C. Include single line diagrams, three line diagrams, and control circuit diagram drawings for the complete system.
- D. Include detailed drawings and materials list for phase and ground bus connections to existing switchgear, as well as complete bus routing and assembly information for connections between new and existing switchgear. All existing switchgear information required for the design shall be confirmed onsite by manufacturer's representative and shown on the shop drawings.
- E. Calculations Summary: Calculations summary shall include calculations performed to determine 125 Vdc control power requirements for the switchgear.

1.05 OPERATION AND MAINTENANCE DATA

- A. Submit operation and maintenance data under provisions of Section 01 33 00–Submittals.
- B. The following information shall be submitted for record purposes:
 - 1. Final as-built drawings and information for items listed for shop drawing submittals, incorporating all change made during the manufacturing process.
 - 2. Wiring diagrams.
 - 3. Certified production test reports.
 - 4. Installation information including equipment anchorage provisions.
 - 5. Include a recommended spare parts listing.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Store and protect products under provisions of Section 01 60 00–Materials and Equipment.
- B. Equipment shall be handled and stored in accordance with manufacturer's recommendations.
- C. Each switchgear assembly shall be split into shipping groups for handling as indicated on the drawings, as required for installation, or as the manufacturer's limitations dictate. Shipping groups shall be designed to be shipped by truck, rail, or ship. Shipping groups shall be bolted to skids. Accessories shall be packaged and shipped separately. Each switchgear shipping group shall be equipped with lifting eyes for handling solely by crane.

1.07 WARRANTY

- A. **Standard One-Year Warranty:** Unless otherwise stated below, manufacturer shall warrant the equipment to be free from defects in material and workmanship for a period of one year from the date established for Substantial Completion of the project.

PART 2-PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Medium-voltage, metal-clad switchgear shall be manufactured by Eaton, ABB, Siemens, or equal, as approved by ENGINEER and in accordance with substitutions under provisions of the General Conditions.
- B. The drawings and specifications were prepared to provide a product similar to the existing switchgear SWGR-5 lineup and to allow for connection to the existing switchgear tie bus and use of existing conduits. Manufacturer design shall allow for connection to existing tie bus and use of existing medium voltage conduits.

2.02 RATINGS

- A. The distribution system will be solidly grounded.
- B. Switchgear Ratings:
 - 1. kV, nominal: 12.47, 3-phase, 60 Hz.
 - 2. kV, maximum design: 15.
 - 3. Rated Voltage Range Factor: $K = 1.0$.
 - 4. kV, BIL: 95.
 - 5. Main bus continuous, amperes: As shown on the drawings.
 - 6. Short Time Withstand rating (2-second), amperes: 40,000.
 - 7. Momentary, peak closing and latching capability, amperes: 104,000.
 - 8. Short-circuit current at rated maximum voltage, amperes: 40,000.

2.03 ENCLOSURE

- A. Switchgear shall consist of breaker and auxiliary units, as indicated in drawings, assembled to form a rigid, self-supporting, metal-clad structure. In each unit, major primary circuit parts (breaker, buses, and transformers) shall be completely enclosed by grounded metal barriers. The main bus compartment shall be accessible from the rear through the cable compartment.
- B. Switchgear units and compartments shall be indoor-type and shall be arranged as shown on attached drawings.
- C. For rigidity during fault conditions all connections to roll-out potential transformer trays shall be rigid bus bars insulated to full voltage rating of switchgear assembly.
- D. Circuit breaker compartments shall be designed to house 15.0 KV circuit breakers. Stationary primary disconnect contacts shall be silver-plated copper. Automatic grounded safety shutters shall cover primary disconnect stabs when the circuit breaker is withdrawn to test/disconnect position.

- E. Energized bare parts mounted on doors shall be guarded where the door must be opened for maintenance of equipment or removal of draw out equipment.
- F. Furnish hinged rear doors which can be bolted closed for each cable compartment. Doors for the upper and lower compartments shall be separate. Front breaker doors shall be capable of being padlocked.
- G. Provide metal barriers between primary circuits in cable pull sections or bus transition sections.
- H. Engraved nameplates, mounted on the face of the assembly (for door-mounted items) or mounted on the back panels (for internal items), shall be furnished for all door-mounted and internal items to match the wiring diagrams. This shall include, but not be limited to, instruments, switches, relays, indicating lights, circuit breaker compartments, potential transformers, and current transformers. Nameplates shall be laminated plastic with white characters on black background. Circuit nameplates shall be provided with circuit designations as shown on the Drawings.
- I. Provide "CAUTION-HIGH VOLTAGE KEEP OUT" sign on doors with access to high voltage components or bus work.
- J. Switchgear enclosures shall be rated NEMA 1.
- K. Switchgear enclosures shall have width and height dimensions as indicated on the Drawings, and be 85 to 99 inches deep.
- L. Each breaker compartment door shall include a viewing window to allow the operator to visually confirm the breaker position inside the compartment.
- M. Provide a minimum of one infrared inspection window for each switchgear rear cable termination compartment to allow for infrared scanning of medium voltage cable connections within the switchgear.

2.04 MAIN BUS BAR

- A. Mount bus bar with epoxy resin bus supports. Bus supports between units shall be glass polyester.
- B. Bus and interconnectors shall consist of silver plated copper. Bus bars shall be insulated with flame retardant and track-resistant insulation with a continuous current rating as indicated on the Drawings. Bus insulation shall be fluidized epoxy. Taped bus installation shall not be allowed.
- C. Bus supports, bus, and interconnections shall withstand stresses associated with short-circuit currents up through maximum rating of switchgear.
- D. Bolted connections shall be silver-plated, insulated with boots, and be made with at least two bolts per joint.
- E. Temperature rise of the bus and connections shall be in accordance with ANSI Standards and documented by design tests.

2.05 GROUND BUS

- A. Provide ground bus of short-circuit rating equal to integrated assembly, maintaining electrical continuity throughout integrated assembly. Connections shall be provided to each breaker grounding contact and cable compartment ground terminal.
- B. Ground bus shall consist of 1/4-inch by 2-inch tin-plated or silver-plated copper bar.
- C. Station ground connection points shall be located in each section of the switchgear assembly to accept two 4/0 AWG conductors in each section.

2.06 LOW VOLTAGE COMPONENTS

- A. Low voltage components, including switch operators not integrally mounted in switchgear stile, shall be located in grounded, metal-enclosed compartments separate from high voltage to provide isolation. Arrange to allow complete accessibility for operation without exposure to high voltage.
- B. The switchgear manufacturer shall provide suitable terminal blocks for all secondary wire terminations, and a minimum of 10% spare terminals shall be provided. One control circuit cutout device shall be provided in each circuit breaker housing.
- C. Control components mounted within the assembly shall be suitably marked for identification corresponding to the appropriate designations on the manufacturer's wiring diagrams.
- D. Secondary control wiring shall be No. 14 gauge extra flexible, stranded, tinned-copper control wire, Type SIS cross-linked polyethylene, rated 600 volts. CT circuits wiring shall be No. 12 gauge minimum.
- E. Secondary control wires shall be installed in grounded metal conduit or braided metal jacket where they pass through primary compartments.
- F. Provide marking sleeves on each end of all switchgear control wiring with wire origin and/or destination information.
- G. All indicator lights shall be LED, push-to-test type.

2.07 CIRCUIT BREAKERS

- A. Three-pole vacuum interrupter circuit breakers shall have a symmetrical interrupting rating of 40 kA, or rated as indicated on the drawings. The vacuum interrupter pole unit shall be mounted on glass polyester supports. All circuit breakers provided shall be interchangeable. Circuit breakers shall be operated by an electrically charged, mechanically and electrically trip-free, stored-energy spring. Operating mechanism design shall be modular, allowing quick and simple replacement without adjustment. In addition to the electrical spring charging motor, a handle shall be provided to manually charge the spring for closing.
- B. Circuit breakers shall utilize an umbilical cord for connection of secondary controls and contacts with proper interlock to prevent racking the breaker in or out without the secondary coupler connected. Sidewall-mounted sliding-type secondary disconnects may also be provided instead of an umbilical cord.

- C. Each breaker shall be horizontal draw-out-type, capable of being rolled directly onto the floor when installed in lower compartments. The racking mechanism shall be self-aligning and hold the breaker firmly in the operating position. In the disconnect position, the breaker shall be easily removable from the compartment. Breaker racking shall be accomplished with the door closed and latched. The handle shall be inserted through a hole in front door to operate rack out device.
- D. Each breaker shall be complete with pistol-grip handle Trip-Close and Local-Remote control switches; and red (closed), green (open), and white (spring charged) indicating lights to indicate breaker contact position on the front door of the breaker cell.
- E. Mechanical indicators on the rails shall show breaker position (Connect, Test, and Disconnect position) when racking breakers in or out of their connected positions.
- F. Provide Spring Charged and Discharged status indicators on the front of each breaker.
- G. Interlocks shall prevent moving breaker to or from operating position unless main contacts are open. Operating springs shall be discharged automatically when breaker is rolled fully into connected or disconnected position. Rack out device shall have provisions to padlock in connected or disconnected position.
- H. Automatic shutters shall cover primary disconnect stabs when breaker is withdrawn to test/disconnect position. Shutters shall be positively driven by linkages connected to racking mechanism. A stationary barrier shall be located in front of the shutters for additional safety.
- I. Breaker control voltage for close and trip operations, as well as general switchgear control circuitry shall be 125 Vdc. Control power to this circuitry in the switchgear lineup shall be through an external two-pole lighting panel circuit breaker with ampacity as required by manufacturer.
- J. Circuit breakers shall have a rated interrupting time of 3 cycles.
- K. Each circuit breaker shall be provided with an auxiliary switch (or auxiliary switch with equivalent additional contacts) to provide a minimum of nine "a" and eight "b" contacts. Spare contacts shall be wired to terminal blocks for future use.
- L. Provide trip-free interlock to prevent racking the breaker into the connected position.
- M. Each circuit breaker shall be provided with a position switch indicating whether the circuit breaker is in the "Connect" or Disconnect" position.
- N. Provide wiring to contact blocks to accept "remote trip" and "remote close" commands for control of each circuit breaker from external customer equipment when the associated breaker Local-Remote control switch is in the Remote position.
- O. The front of each circuit breaker shall be provided with open and close pushbuttons as well as flags to indicate open or close position.
- P. Circuit breakers shall be provided with operation counters.
- Q. Circuit breakers shall be Eaton Type VCP-W, ABB type ADVAC, or Siemens GMSG.

2.08 INSTRUMENT TRANSFORMERS

- A. Provide ring-type, 5-amp output, multi-ratio current transformers (CTs) to monitor currents in the switchgear where shown on the Drawings and as specified herein. Current transformer ratios shall be set as indicated on the Drawings. Current transformer accuracy shall be equal to or higher than ANSI standard requirements (C200 relaying accuracy and 0.3 metering accuracy), in accordance with IEEE C57.13. Transformer thermal and mechanical ratings shall be coordinated with circuit breakers. The current transformers shall be rigidly installed over insulated bushings, one in each phase (unless otherwise shown), in the primary and secondary circuit as indicated on the Drawings. CTs shall be front-accessible to permit adding or changing CTs without removing high-voltage insulation connections.
- B. Voltage transformers shall be draw out type, with current-limiting fuses and with BIL rating equal to the switchgear, and be contained in an enclosed auxiliary compartment. Shutters shall isolate primary bus stabs when drawers are withdrawn. Voltage transformer secondary wiring shall also be fused individually within each switchgear section that the wiring is used. Voltage transformers shall be ABB-type VIZ, or equal. Provide transformer ratios, quantities, and configurations as specified on drawings.
- C. Ring terminals shall be furnished on all CT circuit wire ends.
- D. Short circuit style terminal blocks shall be installed in current transformer secondary wiring between the current transformer and all connected devices. Terminal blocks shall be test disconnect terminal blocks as manufactured by Phoenix Contact, Model RT 5-T, or equal.
- E. Provide an additional rating label on the back side of the compartment door to indicate the CT ratio settings and ratings associated with that compartment door.

2.09 PROTECTIVE AND MONITORING DEVICES

- A. The switchgear manufacturer shall provide in the metal-clad switchgear, the quantity, type and rating of protection relays and monitoring devices for the vacuum breakers and external equipment as described herein in this specification, and as shown on the Drawings. Protective relays shall be mounted on the front-door of the associated vacuum breaker switchgear section. The protective relays shall be UL-recognized.
- B. Protective relays shall be provided with all accessories and options required for protection, monitoring, and control functions specified herein and shown on the Drawings. Protective relays shall be manufactured by Schweitzer Engineering Laboratories, no equal.
 - 1. A mechanical trip actuator assembly and the protective relay(s) shall be installed on each vacuum breaker. Each protective relay shall be front-accessible.
 - 2. Protective relays shall be connected to CTs and PTs as shown on the Drawings to monitor voltage and current. Each CT/PT shall produce a secondary output signal proportional to the load sensed. Each protective relay shall continuously analyze the secondary output signals and, when preset levels and time delay settings are exceeded, send an initiating trip signal to the trip actuator of the vacuum breaker. The trip actuator shall cause tripping of the vacuum breaker by providing the required mechanical force for the tripping.
 - 3. SEL-311C Transmission Protection Relay shall be microprocessor-based, multi-function protective relay with ANSI device functions as shown on the Drawings and described herein.

4. SEL-387L Transmission Line Current Differential Protection Relay shall be microprocessor-based, multi-function protective relay with ANSI device functions as shown on the Drawings and described herein. The relay shall be provided with a 1,300 nm multimode/single-mode fiber optic current differential communications interface to accept an external fiber optic cable connection for communication with an existing off-site SEL-387L relay on the other end of the transmission line.
5. SEL-487B-1 Bus Differential Protection Relay shall be microprocessor-based, multi-function protective relay with ANSI device functions as shown on the Drawings and described herein. The relay shall monitor up to seven terminals on a bus (21 analog current inputs total).
6. SEL-751 Protection Relay shall be microprocessor-based, multi-function protective relay with instantaneous metering and ANSI device functions as shown on the Drawings and described herein.
 - a. The phase and ground time-overcurrent response curves shall have following characteristics:
 - (1) Phase Instantaneous: FLAT.
 - (2) Ground Instantaneous Overcurrent: FLAT or I2t (selectable).
 - (3) The sensing current for Ground protection shall be derived from the residual connections of the phase sensors.
 - b. Relays shall be equipped with a selectable maintenance mode for arc and energy reduction.
 - c. Each protective relay shall provide loss of potential detection for remote indication.
 - d. Each relay shall be provided with a minimum of four (for each feeder and tie breaker) or eight (for each main breaker) fiber-optic arc flash detection inputs for connection to fiber-optic sensors installed within the switchgear. Bare fiber and point fiber-optic arc flash detection sensors manufactured by Schweitzer Engineering Laboratories shall be provided in locations specified herein for selective tripping of switchgear circuit breakers. Fiber optic installation and placement shall be per sensor and switchgear manufacturer guidelines. Lengths shall be as required by switchgear manufacturer. Provide drawings showing expected bare-fiber loop sensor routes to be taken for use by the installing contractor:
 - (1) Provide the following sensors within each feeder breaker and the Bus Tie 6-3/6-2 breaker section connected to the associated protective relay:
 - (a) One factory-installed point sensor in each outgoing cable connection compartment.
 - (b) One factory-installed point sensor within each PT compartment (in the back near the draw out drawer stabs).
 - (c) One factory-installed point sensor within each breaker cell (in the back near the breaker stabs).
 - (2) Provide the following sensors within the Bus Tie 6-5 Breaker section connected to the associated protective relay:
 - (a) Furnish a bare-fiber loop sensor and all required connectors (for field installation by the installing contractor) to provide arc flash detection along the entire tie bus route between the Bus Tie 6-5 section and the existing Switchgear 5 Bus Tie 5-6 section. This sensor shall be connected to the Bus Tie 6-5 breaker protective relay.
 - (b) One factory-installed point sensor within the breaker cell (in the back near the breaker stabs).
 - (3) Provide the following sensors within the main breaker section connected to the main protective relay:
 - (a) One factory-installed point sensor in the incoming cable connection compartment.

- (b) One factory-installed point sensor within the breaker cell (in the back near the breaker stabs).
 - (c) One factory-installed point sensor within each PT compartment (in the back near the draw out drawer stabs).
 - (4) Furnish a bare-fiber loop sensor and all required connectors (for field installation by the installing contractor) to provide arc flash detection throughout the common bus section of the switchgear assembly. This sensor shall be connected to the main breaker protective relay.
 - (5) Calculations shall be provided showing that the link budget for each sensor is not exceeded for the length and number of splices installed.
 - (6) Fiber optic cables shall be placed in position and secured with ties. Avoid sharp bends, and provide protective sleeves wherever fiber optic cable passes through sheet metal.
7. SEL-787-2 Transformer Protection Relay shall be microprocessor-based, multi-function protective relay with ANSI device functions as shown on the Drawings and described herein.
 8. Each protective relay shall be provided with a user interface that includes an LCD display and navigation keys.
 9. Each protective relay, except for SEL-387L relays, shall include an Ethernet communications port for future external Modbus TCP/IP (preferred) or DNP3 (where Modbus TCP/IP is not available) Ethernet communications.
 10. Protective relays shall be powered from the 125 Vdc control circuit within the switchgear.
 11. All protective functions shall be three-phase protective functions, where applicable, unless noted on the Drawings to be single-phase.
- C. Test switches shall be provided within control circuits where shown on the Drawings. Additionally, PT and CT input signals into each protective relay (except for SEL-487B relays) and transducer shall be wired through test switches. Test switches shall be mounted on low voltage compartment doors and panels and shall be ABB FT-1 type, or equal.
- D. Current transducers shall be provided where shown on the drawings to monitor average RMS three phase currents and shall be Paladin Transducers 250 Series, Accuracy Class 0.5 transducers, Model 256-TAL as manufactured by Crompton Instruments, or equal.
1. Current transducers shall be powered from the 125 Vdc control circuit within the switchgear and shall provide current measurement down to zero input.
 2. Each current transducer shall provide three 0-1 mA DC outputs for remote indication of L1, L2, and L3 currents.
- E. Power transducers shall be provided where shown on the drawings to monitor watts and VAR values and shall be Paladin Transducers 250 Series, Accuracy Class 0.2 transducers, Model 256-XDM, as manufactured by Crompton Instruments, or equal.
1. Power transducers shall be powered from the 125 Vdc control circuit within the switchgear and shall provide power measurement down to zero input current.
 2. Each power transducer shall provide 0-1 mA DC outputs (two total) for remote indication of watts and VARs.
- F. Voltage transducers shall be provided where shown on the Drawings to monitor phase voltages and shall be Paladin Transducers 250 Series, Accuracy Class 0.5 transducers, Model 256-TVA (single phase) or Model 256-TVL (three-phase) as manufactured by Crompton Instruments, or equal.
1. Voltage transducers shall be three-phase type, unless noted otherwise on the Drawings.

2. Three-phase voltage transducers shall be powered from the 125 Vdc control circuit within the switchgear and shall provide voltage measure down to zero input.
 3. Single phase voltage transducers shall be self-powered and shall provide accurate measurement down to 20% of full scale.
 4. Each voltage transducer shall provide 0-1 mA DC output(s) for remote indication of the associated phase voltage(s).
- G. Provide a trip coil monitor with integral red "Healthy" light for each circuit breaker, model SEL-2652B, as manufactured by Schweitzer Engineering Laboratories, no equal, for remote monitoring of the circuit breaker trip coil health.

2.10 MAIN BREAKER SECTION

- A. Vacuum circuit breaker, amps as indicated on the Drawings.
- B. Current transformers, quantity as indicated on the Drawings.
- C. Bus and synchronization voltage transformers, quantity as indicated on the Drawings.
- D. Protective relays, quantity and types as specified herein and as indicated on the Drawings.
- E. 8.4 kV intermediate class surge arrestors.
- F. Lugs, quantity and size as required to accept the incoming power conductors shown on the Drawings.
- G. Additional items specified herein and as indicated on the Drawings.

2.11 FEEDER BREAKER AND BUS TIE 6-3BT/6-2BT BREAKER SECTIONS

- A. Vacuum circuit breaker, amps as indicated on the drawings.
- B. Current transformers, quantity as indicated on the Drawings.
- C. Synchronization voltage transformers, quantity as indicated on the Drawings.
- D. Protective relays, quantity and type as specified herein and as indicated on the Drawings.
- E. 8.4 kV intermediate class surge arrestors.
- F. Lugs, quantity and size as required to accept the incoming power conductors shown on the Drawings.
- G. Additional items specified herein and indicated on the Drawings.

2.12 BUS TIE 6-5BT BREAKER SECTION

- A. Vacuum circuit breaker, amps as indicated on the Drawings.
- B. Current transformers, quantity as indicated on the Drawings.
- C. Protective relays, quantity and type as specified herein and as indicated on the Drawings.

- D. Outdoor switchyard L8805 circuit switcher controls.
- E. Bus connections required to connect to existing switchgear SWGR-5 tie bus.
- F. Additional items specified herein and indicated on the Drawings.

2.13 TOOLS AND SPARE PARTS

- A. Provide one manual racking handle.
- B. Provide one lift truck and breaker lifting yoke for installation/removal of breaker or voltage transformer to/from its compartment.
- C. Provide one maintenance tool for manually charging the breaker closing spring and manually opening the shutter.
- D. Provide one test jumper for electrically operating the breaker while out of its compartment.
- E. Provide one set of rail extensions and rail clamps.
- F. Provide one Manual Ground and Test device, 2000 A.
- G. Provide one circuit breaker test cabinet for testing electrically operated breakers outside of the switchgear.
- I. Provide one set of spare fuses for each type and size of fuse provided within each switchgear assembly and the control panel.
- J. Provide one spare relay for each type of control relay provided, including time delay relays, but not including protective relays.
- K. Provide one spare vacuum-interrupter circuit breaker.

2.14 FINISH

- A. All steel structure members shall be cleaned, rinsed, and phosphatized prior to painting.
- B. The switchgear shall be provided with an electrostatically applied polyester powder coat paint, meeting IEEE C37.20 requirements for indoor equipment.
- C. All exterior and interior surfaces of the switchgear assembly shall be ANSI 61 light gray.

2.15 EXISTING SWITCHGEAR SWGR-5 TIE BUS CONNECTION

- A. Furnish all materials required to connect to the existing switchgear tie bus and extend it to the new switchgear as generally described on the Drawings. This shall include, but not be limited to, the following:
 - 1. Insulated bus connecting existing switchgear phase bus to new switchgear bussing and all modifications required to connect to the existing bus.
 - 2. Silver-plated-copper ground bus connecting existing switchgear ground bus to the new switchgear ground bus and all modifications required to connect to existing bus.

3. Insulating boots for all new connections to existing bolted bus joints.
 4. Insulating bus support mounted on a cover-plate for routing new bussing through the side wall of the existing switchgear. This shall be designed for fastening over the existing bus opening on the side of the existing switchgear.
 5. Miscellaneous bus supports.
 6. Metal throat to cover exposed bus routed between the new and existing switchgear sidewalls (if manufacturer's representative determines, based on onsite investigation, that a gap is required between the new and existing switchgear lineups in order to properly align with existing in-floor conduit locations)
- B. Provide drawings and detailed instructions to assist the installing contractor in installation of these materials.

PART 3-EXECUTION

3.01 SWITCHGEAR CONTROLS

- A. Provide a Local/Remote control switch on the front door of the associated switchgear section for control of each circuit breaker:
1. In the Local mode, the circuit breaker shall be controlled from the Trip-Close control switch on the front door of the associated switchgear section.
 2. In the Remote mode, the circuit breaker shall be controlled from remote trip and remote close signals from external equipment.
- B. Provide white indicator lights on the front of the switchgear wired to each internal and external PT circuit for indication of "Voltage Present," unless noted otherwise. This shall include, but not be limited to, the following:
1. "XXX 12.5kV PT A-phase Voltage Present", where "XXX" is the associated breaker name. This indicator light shall be wired to the Sync PT within the associated section. This indicator shall not be required for the BT 6-5 section.
 2. "Bus 6 12.5kV PT Phase X Voltage Present", where "X" is A, B, or C. An indicator light shall be wired to each phase of the Bus 6 PT Sync circuit (three lights total) (Main 73TR breaker section only).
 3. "73TR 138kV PT Phase X Voltage Present", where "X" is A, B, or C. An indicator light shall be wired to each phase of the 73TR 138kV Metering PT circuit (three lights total) (73TR Main breaker section only).
- C. Provide the following protective relay control logic within the switchgear. Manufacturer shall provide all hardwired and relay logic programming required to achieve these functions. Manufacturer shall also program all protective relay trip settings to match existing switchgear SWGR-5 relay settings. Manufacturer's representative shall gather existing protective relay trip settings onsite. Any trip settings that are required for the new switchgear protective relays, but not currently included in the existing switchgear SWGR-5 protective scheme, shall be programmed based on OWNER-furnished trip settings:
1. Transformer T-73 Pressure and Thermal Protection (within main breaker 73TR section): Provide terminals for connection to future external transformer sensing device 26, 49, and 63 relay contacts (630I-PR-1 Main Tank Pressure Relief Device; 630I-PR LTC Pressure Relief Device; 630I-PC LTC Sudden Pressure; 26Q-1 Oil Temperature (100 deg C); 49T-1 Winding Temperature (130 deg C); 630I-RPR Sudden Pressure Main Tank) as generally shown on the drawings, and associated control logic to trip and lock out the following devices as well as inhibit the device close circuit operations with

- redundant lockout relays whenever an alarm is received from any of the transformer relays:
- a. Line L8805 circuit switcher (89-9)
 - b. Bus tie circuit switcher (89-7) (for connection to existing control circuit in SWGR-5 by others).
 - c. Switchgear 6 73TR Main Breaker
2. Transformer T73 SEL-787-2 Relay Protection (within main breaker 73TR section):
 - a. Provide 51H (based on T73 138kV high side current) and 51N (based on T73 neutral current) protection to trip and lock out the following devices as well as inhibit the device close circuit operations with redundant lockout relays:
 - (1) Line L8805 circuit switcher (89-9).
 - (2) Bus tie circuit switcher (89-7) (for connection to existing control circuit in SWGR-5 by others).
 - (3) Switchgear 6 73TR Main Breaker.
 - b. Provide 87T protection (based on T73 138kV high side current and SWGR-6 bus current) to trip and lock out the following devices as well as inhibit the device close circuit operations with redundant lockout relays:
 - (1) Line L8805 circuit switcher (89-9).
 - (2) Bus tie circuit switcher (89-7) (for connection to existing control circuit in SWGR-5 by others).
 - (3) Switchgear 6 73TR Main Breaker.
 3. Transformer T73 SEL-311C Relay Protection (within main breaker 73TR section):
 - a. Provide 21 protection (distance protection looking toward transmission line; based on T73 12.5kV low side current and SWGR-6 bus voltage) for T73 to trip the following devices:
 - (1) Line L8805 circuit switcher (89-9).
 - (2) Bus tie circuit switcher (89-7) (for connection to existing control circuit in SWGR-5 by others).
 - (3) Switchgear 6 73TR Main Breaker.
 - b. Provide transformer high-side 27/59 protection (based on T73 138kV B phase-to-neutral voltage) for T73 to trip the following devices. This shall be wired through a main breaker 73TR 52/a contact to only trip the devices in the event that the main breaker is closed:
 - (1) Line L8805 circuit switcher (89-9).
 - (2) Bus tie circuit switcher (89-7) (for connection to existing control circuit in SWGR-5 by others).
 - (3) Switchgear 6 73TR Main Breaker.
 - c. Provide transformer high-side ground fault protection using high side 27/59 protection (based on T73 138kV B phase-to-neutral voltage) and transformer low side current for T73 to trip the following devices in the event that an undervoltage or overvoltage conditions occurs and low side current drops below a minimum setting. This shall be wired through a main breaker 73TR 52/a contact to only trip the devices in the event that the main breaker is closed:
 - (1) Line L8805 circuit switcher (89-9).
 - (2) Bus tie circuit switcher (89-7) (for connection to existing control circuit in SWGR-5 by others).
 - (3) Switchgear 6 73TR Main Breaker.
 4. Switchgear SWGR-6 Bus SEL-487B-1 Relay Protection (within 6-5BT bus tie breaker section):
 - a. Provide 87B protection for the SWGR-6 bus to trip and lock out the following devices as well as inhibit the device close circuit operations in the event of a bus current differential condition:

- (1) Line L8805 circuit switcher (89-9).
 - (2) Bus tie circuit switcher (89-7) (for connection to existing control circuit in SWGR-5 by others).
 - (3) Switchgear 6 73TR Main Breaker.
 - (4) All feeder breakers.
 - (5) ALL tie breakers.
- b. Provide backup 51 protection to individually trip each of the following devices based on the line current through the associated breaker:
- (1) All feeder breakers.
 - (2) 6-5BT bus tie breaker.
5. Switchgear 6 73TR Main Breaker SEL-751 Relay Protection (within main breaker 73TR section):
- a. Provide 32 (reverse power) and 81U (based on SWGR-6 bus current and bus voltage) protection to trip the following devices:
- (1) Line L8805 circuit switcher (89-9).
 - (2) Bus tie circuit switcher (89-7) (for connection to existing control circuit in SWGR-5 by others).
 - (3) Switchgear 6 73TR Main Breaker.
- b. Provide Switchgear SWGR-6 51/51G Bus overcurrent protection to trip the following devices:
- (1) Line L8805 circuit switcher (89-9).
 - (2) Bus tie circuit switcher (89-7) (for connection to existing control circuit in SWGR-5 by others).
 - (3) Switchgear 6 73TR Main Breaker.
 - (4) 6-5BT Bus Tie Breaker.
- c. Provide 50P AF protection to trip and lock out the following devices as well as inhibit the device close circuit operations:
- (1) Line L8805 circuit switcher (89-9).
 - (2) Bus tie circuit switcher (89-7) (for connection to existing control circuit in SWGR-5 by others).
 - (3) Switchgear 6 73TR Main Breaker.
 - (4) All feeder breakers.
 - (5) All tie breakers.
- d. Provide A-phase synchronism check to enable/disable breaker close operations. In addition to synchronism check with both the line and bus energized, the synchronism check function shall allow the breaker to close during dead line and/or dead bus conditions.
6. Feeder Breaker SEL-751 Relay Protection:
- a. Provide A-phase synchronism check to enable/disable breaker close operations. In addition to synchronism check with both the line and bus energized, the synchronism check function shall allow the breaker to close during dead line and/or dead bus conditions.
- b. Provide 50P Arc Flash protection:
- (1) If an outgoing cable compartment or PT drawer arc flash occurs, the breaker shall trip.
 - (2) If a breaker cell arc flash occurs, the following devices shall trip and lock out, and their device close circuit operations shall be inhibited:
 - (a) Line L8805 circuit switcher (89-9).
 - (b) Bus tie circuit switcher (89-7) (for connection to existing control circuit in SWGR-5 by others).
 - (c) Switchgear 6 73TR Main Breaker.
 - (d) All feeder breakers.

- (e) All tie breakers.
 - c. Provide 51/51G protection to trip the breaker.
 - 7. Bus Tie 6-3/6-2 Breaker SEL-751 Relay Protection:
 - a. Provide A-phase synchronism check to enable/disable breaker close operations. In addition to synchronism check with both the line and bus energized, the synchronism check function shall allow the breaker to close during dead line and/or dead bus conditions.
 - b. Provide 50P Arc Flash protection:
 - (1) If an outgoing cable compartment or PT drawer arc flash occurs, the breaker shall trip and an output from the relay shall be wired to terminals for future tripping of an off-site bus tie protective device on the opposite end of the transmission line.
 - (2) If a breaker cell arc flash occurs, the following devices shall trip and lock out, and their device close circuit operations shall be inhibited:
 - (a) Line L8805 circuit switcher (89-9).
 - (b) Bus tie circuit switcher (89-7) (for connection to existing control circuit in SWGR-5 by others).
 - (c) Switchgear 6 73TR Main Breaker.
 - (d) All feeder breakers.
 - (e) All tie breakers.
 - c. Provide 67/67G protection to trip the breaker.
 - 8. Bus Tie 6-3/6-2 Breaker SEL-387L Relay Protection:
 - a. Provide 87L current differential protection (based on SWGR-6 bus current through Bus Tie 6-3/6-2 Breaker and an external fiber optic signal for SWGR-2 (or SWGR-3) bus current through Bus Tie 2-6 (or 3-6; TBD)) to trip the breaker. A firmware update will be required for the existing SEL-387L relay at SWGR-2 (or SWGR-3) to match the firmware version for the new SWGR-6 relay. A qualified factory-trained manufacturer's representative shall update the firmware version on the existing SEL-387L relay at the designated remote site to match the new SWGR-6 relay. This update shall be coordinated with OWNER and ENGINEER.
 - 9. Bus Tie 6-5 Breaker SEL-751 Relay Protection:
 - a. Provide A-phase synchronism check to enable/disable breaker close operations. In addition to synchronism check with both the line and bus energized, the synchronism check function shall allow the breaker to close during dead line and/or dead bus conditions.
 - b. Provide 50P Arc Flash protection:
 - (1) If an arc flash occurs on the tie bus between SWGR-5 and SWGR-6, the breaker shall trip and an output from the relay shall be wired to terminals to trip the existing Bus Tie 5-6 protective device in Switchgear 5.
 - (2) If a breaker cell arc flash occurs, the following devices shall trip and lock out, and their device close circuit operations shall be inhibited:
 - (a) Line L8805 circuit switcher (89-9).
 - (b) Bus tie circuit switcher (89-7) (for connection to existing control circuit in SWGR-5 by others).
 - (c) Switchgear 6 73TR Main Breaker.
 - (d) All feeder breakers.
 - (e) All tie breakers.
 - c. Provide 51/51G protection to trip the breaker.
- D. The Switchgear 6 73TR Main Breaker shall also trip based on the following Remote Trip signals received from the existing outdoor switchyard circuit switcher and transfer trip equipment:

1. Outdoor switchyard Line 8805 Northbrook Transfer Trip (from existing ComEd 94TT/L8805 (Northbrook)). Provide terminals to accept this remote trip signal.
 2. Outdoor switchyard Line 8806 Northbrook Transfer Trip (from existing ComEd 94TT/L8806 (Northbrook)). This signal shall only trip the breaker if the existing bus tie circuit switcher (89-7) is also closed. Provide terminals to accept the remote trip and bus tie circuit switcher closed position signals.
 3. Outdoor switchyard Line 8806 Skokie Transfer Trip (from existing ComEd 94TT/L8806 (Skokie)). This signal shall only trip the breaker if the existing bus tie circuit switcher (89-7) is also closed. Provide terminals to accept the remote trip and bus tie circuit switcher closed position signals.
 4. The Switchgear 6 73TR Main Breaker shall trip if the bus tie circuit switcher (89-7) and the L8805 circuit switcher (89-9) are both open. Provide terminals to accept an open status signal for each circuit switcher.
- E. Provide a Local/Remote control switch and a Close/Trip control switch on the front door of the Bus Tie BT6-5 breaker section for control of the outdoor switchyard L8805 Circuit Switcher (89-9):
1. In the Local mode, the circuit switcher shall be controlled from the Trip-Close control switch on the front door of the switchgear section.
 2. In the Remote mode, the circuit switcher shall be controlled from remote trip and remote close signals from external equipment.
 3. Provide terminals to accept a remote Com Ed Trip input signal, which shall be wired in parallel with all other control logic to bypass all other control logic and trip the circuit switcher in all modes.
 4. Provide Red (Closed) and Green (Open/Tripped) indicator lights on the front of the switchgear section for circuit switcher position indication based on external closed and open/tripped status signals received from the circuit switcher.
 5. Provide a fused 30 amp, 125VDC control power feed for power to the external/internal circuit switcher control circuit.
 6. In general, the control circuit logic for this circuit switcher shall be wired similar to existing circuit switch L8806 control circuit logic in SWGR-5. Wiring diagrams for this existing circuit and the existing L8805 circuit switcher will be provided to the successful bidder.
- F. In addition to the signals specified herein and shown on the drawings, the following inputs/outputs (I/O) shall be wired to terminal strips for remote monitoring/control. Provide control and interface relays as well as protective relay programming within the switchgear as required. All control wiring requiring external wiring connections shall be factory-wired to dedicated terminal blocks within each section of the switchgear, and not intermixed with internal switchgear control wiring connection terminals. All analog signals shall be 0-1 mA signals, unless noted otherwise:
1. I/O Definitions:
 - a. DI—Discrete Input
 - b. DO—Discrete Output
 - c. AI—Analog Input
 - d. AO—Analog Output
 2. 73-TR Main Breaker:
 - a. Phase A, B, and C Currents (AOs from current transducer)
 - b. Bus 6 Phase A, B, and C Voltages (AOs from voltage transducer)
 - c. MW, KVAR (AOs from power transducer)
 - d. Circuit Breaker Open and Close Commands (DIs to breaker control circuit)

- e. Circuit Breaker Tripped/Open, Closed, Spring Charged Statuses (DOs from circuit breaker)
 - f. Circuit Breaker Trip Coil Healthy Status (DO from Trip Coil Monitor relay)
 - g. Circuit Breaker Local and Remote Mode Statuses (DOs from Local-Remote control switch)
 - h. Protection Relay Tripped, Breaker Trip Fail (BF), and Self-Monitor Statuses (DOs from SEL-751 relay)
 - i. DC Control Power Fuse Monitor Alarm Status (DO) - Provide a monitoring relay on each breaker trip control circuit and breaker close control circuit wired for common remote alarm indication when the fuse has blown on either the close or trip control circuit.
 - j. Synch PT Loss of Potential Alarm Status (DO from SEL-751 relay)
 - k. Synch Closing Fail Alarm Status (DO from SEL-751 relay; activated in the event that the Synchronism Check does not allow the breaker to close within a time setpoint)
 - l. 52 M.O.C./b Status (DO from circuit breaker M.O.C./b contact to existing tie switcher control circuit in SWGR-5)
 - m. 52 M.O.C./a Status (DO from circuit breaker M.O.C./a contact to Com Ed SCADA)
3. All Other Breakers:
- a. Phase A, B, and C Currents (AOs from current transducer) (except for where current transducers are not shown on the drawings)
 - b. MW, KVAR (AOs from power transducer) (except for where power transducers are not shown on the drawings)
 - c. Circuit Breaker Open and Close Commands (DIs to breaker control circuit)
 - d. Circuit Breaker Tripped/Open, Closed, Spring Charged Statuses (DOs from circuit breaker)
 - e. Circuit Breaker Trip Coil Healthy Status (DO from Trip Coil Monitor relay)
 - f. Circuit Breaker Local and Remote Mode Statuses (DOs from Local-Remote control switch)
 - g. Protection Relay Tripped, Breaker Trip Fail (BF), and Self-Monitor Statuses (DOs from each SEL-751, SEL-387L (where applicable) relay)
 - h. DC Control Power Fuse Monitor Alarm Status (DO) - Provide a monitoring relay on each breaker trip control circuit and breaker close control circuit wired for common remote alarm indication when the fuse has blown on either the close or trip control circuit.
 - i. Synch PT Loss of Potential Alarm Status (DO from SEL-751 relay)
 - j. Synch Closing Fail Alarm Status (DO from SEL-751 relay; activated in the event that the Synchronism Check does not allow the breaker to close within a time setpoint)
4. Transformer 73TR:
- a. Main Tank Pressure Relief Device, LTC Pressure Relief Device, LTC Sudden Pressure, Oil Temp (100 deg C), Winding Temp (130 deg C), and Main Tank Sudden Pressure Statuses (DOs from external 73TR Pressure and Temperature Relays)
 - b. 138kV Metering VT Phase A, B, and C Voltages (AOs from voltage transducer)
 - c. 86T73-1, 86T73-2 Transformer Lockout Relay Active Statuses (DOs from lockout relays mounted on front door of main breaker 73TR section)
 - d. 94T73 Relay Active Status (DO from relay mounted on front door of main breaker 73TR section)
5. Bus Differential Relay (SEL-487B)
- a. Bus Differential Protection On/Off Command (DI to relay to turn bus differential protection on/off)
 - b. Bus Differential Protection On/Off Status (DO from relay)
 - c. Relay Tripped, Breaker Trip Fail (BF), and Self-Monitor Statuses (DOs from relay)

6. 86B6-1 Lockout Relay Active Status (DO from lockout relay mounted on front door of 6-5BT bus tie section)
 7. 86B6-2 Lockout Relay Active Status (DO from lockout relay mounted on front door of main breaker 73TR section)
 8. SEL-311C and SEL-787 relays
 - a. Relay Tripped, Breaker Trip Fail (BF) and Self-Monitor Statuses (DOs from relay)
 9. 125VDC Control Circuit Undervoltage 27DC (DO) - Provide an undervoltage monitoring relay on incoming 125 Vdc circuit.
- G. The following modifications shall be made to the existing Switchgear SWGR-5 onsite by the manufacturer's representative.
1. Shop drawings of the existing switchgear lineup will be made available to the successful bidder, and shall be confirmed onsite by manufacturer's representative. Provide updated modification drawings showing all modifications made to the existing switchgear lineup. This shall include, but not be limited to, updated single-line diagrams, front elevation view drawings, three-line elementary diagrams, schematic diagrams, and connection diagrams. All modification drawings shall be completed using electronic CAD software. Handwritten or PDF markups of any kind will not be allowed.
 2. Extend the existing Bus 5 PT synchronization circuit within the switchgear lineup to terminals for connection to the 6-5BT breaker 25 relay protection in SWGR-6. Field wiring connections between the new and existing switchgear will be by the installing contractor.

3.02 FACTORY TESTING

- A. The following standard factory tests shall be performed on the equipment provided under this section. All tests shall be in accordance with the latest version of ANSI and NEMA standards.
1. The assembled control equipment and wiring connections shall be insulated for 600 V and shall be subjected to a one second test of 1800 V AC at the factory.
 2. An operational test sequence shall be performed on the control circuits at the normal voltage and current to confirm proper operation of circuit breakers, circuit breaker simulators, switches, contactors, interlocks, etc.
 3. If necessary, instruments shall be energized from the low voltage winding of the PTs and the low current winding of the CTs. Where practical, each instrument shall be operated through its range of voltage, current, and/or phase angle and frequency to produce deflections over the entire scale.
 4. The ratio and interconnections of any potential transformers shall be functionally checked to verify conformance to the electrical drawings and electrical bills of material.
 5. Relays shall be tested by applying rated current and/or voltage as required to determine proper performance characteristics. Each relay shall be tested to determine its proper operation individually and in the total overall circuit performance.
 6. A static circuit check shall be performed for auxiliary switches, external circuit connections and parts of circuitry that have not been checked or cannot be checked functionally. The devices shall be checked for mechanical function and for conformance to the schematic and wiring diagrams.
 7. The factory setting of the circuit breaker element contact gap shall be confirmed.
 8. Alignment shall be tested to confirm circuit breaker and circuit breaker housing alignment with the master cell to confirm all interfaces and interchangeability.

9. After all electrical and mechanical checks have been completed and corrections have been signed off, the following dielectric tests shall be performed:
 - a. Each bus shall be given a high voltage withstand test from phase to phase and phase to ground at the specified voltage, frequency, and time domain indicated in IEEE C37.20.2 or C37.20.3.
 - b. Control wire shall be given a high voltage withstand test from wire to ground at the specified voltage, frequency and time duration with reference to the proper standard.
- B. The manufacturer shall provide three certified copies of the factory test reports.
- C. Permit ENGINEER and OWNER to observe vendor's staging records or other quality assurance records relating to equipment supplied. Manufacturer shall assemble the system components as a complete system and demonstrate that the system is operational before shipment from factory to the job site. This testing shall be as an integrated assembly by simulating each of the specified I/O points, controls, and all specified algorithms and protective relay functions. This test shall be witnessed by OWNER (three personnel). The manufacturer shall notify OWNER four weeks prior to the dates of the testing. The manufacturer shall provide lodging and transportation for OWNER during the testing. All problems, errors, insufficiencies, and failures identified during testing shall be resolved before shipment. In the event the equipment does not operate in accordance with the specifications, programming of relays is incomplete, or setup of equipment is incomplete, there shall be deducted from payments due Manufacturer the amount of \$1,500 per day for OWNER's time plus travel and expenses, for all additional factory acceptance testing and office time spent by OWNER.

3.03 INSTALLATION

- A. Installing contractor shall install all equipment per the manufacturer's recommendations and the Contract drawings.

3.04 FIELD START-UP AND COMMISSIONING

- A. Provide the services of a qualified factory-trained manufacturer's representative to assist the installing contractor in installation and start-up of the equipment specified in this section and as shown on the Drawings. The manufacturer's representative shall provide technical direction and assistance to the installing contractor in general operation of the equipment, connections and adjustments, modifications to existing switchgear, and testing of the assembly and components contained therein.
- B. Medium-Voltage Protective Relays: The manufacturer's representative shall perform, at a minimum, the following inspections and tests for the protective relays installed in the switchgear. Should the manufacturer's representative recognize the need for further inspections and tests to meet the requirements of these Specifications or the referenced Standards, such inspections and tests shall be provided and included in the report.
 1. Compare and document equipment nameplate information and device ratings with the Drawings and Specifications.
 2. Verify the protective relays are showing the correct date and time.
 3. Review settings for all required functions for the protective relays and adjust the settings as necessary to match recommended settings.
 4. Perform protection element tests for the protective relays for all project-required relay elements. Operation of protection elements should be calibrated using manufacturer's

- recommended tolerances. All protection element tests shall meet NETA and ANSI standards.
5. Perform system functional testing for the protective relays and associated interlocked devices. The following are the minimum required items that shall be included as part of the system functional testing:
 - a. Operation of protective relay internal logic functions as described herein.
 - b. Operation of all communications (e.g., hardwired inputs and outputs, fiber, and Ethernet).
 - c. Operation of all fiber-optic arc-flash detection sensor trips using manufacturer-recommended camera flash and primary current sources as needed.
 - d. Trip circuits.
 - e. Lock-out relays.
 - f. Local indicator lights.
 - g. Relay metering accuracy (e.g., voltage, current, kW, kVAR, pf)
 6. All min/max records and fault counters shall be reset and sequence-of-events records and all event records shall be deleted at completion of testing.
- C. Manufacturer's representative shall perform field adjustments of the new protective devices as required to place the equipment in final operating condition.
- D. The manufacturer's representative shall provide inspection of the final installation. The manufacturer's representative shall perform site start-up and functional checkout of the equipment. Upon completion of the manufacturer's start-up and checkout, the manufacturer shall generate a site start-up and functional checkout report, documenting all systems checked as well as any incomplete work remaining and operational deficiencies.
- E. Manufacturer shall provide three copies of the manufacturer's site start-up and functional checkout report to ENGINEER for review. Once ENGINEER has reviewed the report and all equipment is operating in accordance with the specifications, ENGINEER will make one site visit to check operation of the equipment. Manufacturer's representative and the installing contractor shall demonstrate that all equipment and controls operate in compliance with the Contract Documents. Signals shall be simulated only where associated with future equipment. All other system components shall be installed and in full operating condition so that all equipment functions are able to be tested using real-time data. If the equipment is not ready or does not operate as specified, OWNER shall deduct payment to Manufacturer and make payment to ENGINEER for additional travel, expenses, and site visits until the equipment operates as specified. Manufacturer shall be responsible for all costs required to check operation of the system.

3.05 TRAINING

- A. Upon successful completion of checkout by ENGINEER, a manufacturer's representative shall provide a demonstration of the automated sequences of operation. After this demonstration and acceptance by OWNER, the manufacturer shall provide 8 hours of "hands-on" training for OWNER's operating personnel which shall cover the following topics:
1. Overall system description and theory of operation.
 2. Automatic operation.
 3. Manual operation.
 4. Safeties and protective devices.
 5. Recommended system check lists and log sheets.
 6. Recommended preventative maintenance.

- B. One 8-hour training session for four operators shall be provided. The training session shall be conducted by a manufacturer's qualified representative. Training program shall include instructions on the assembly, controls, protective devices, and other major components. Travel time and expenses to the jobsite shall be over and above the time required to perform the training and shall be included in the Bid.

END OF SECTION

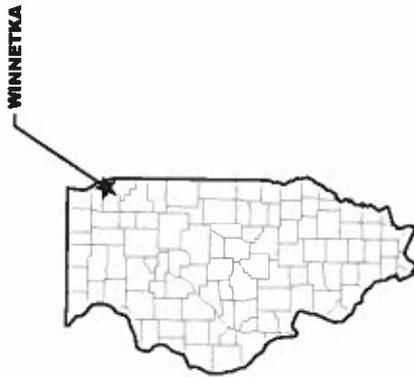
**VILLAGE OF WINNETKA
CONTRACT FOR THE SUPPLY
OF 15 KV METAL-ENCLOSED SWITCHGEAR AND BREAKERS**

ATTACHMENT C

LIST OF DRAWINGS

| <u>SHEET NO.</u> | <u>DRAWING NO.</u> | <u>SHEET TITLES</u> | <u>DATE LAST REVISED</u> |
|----------------------|------------------------|---|----------------------------------|
| 1 | G0.1 | General–Title Sheet, Location Map, and List of Drawings | 3/4/2020 |
| 2 | G0.2 | Electrical Symbols and Abbreviations | 3/4/2020 |
| 3 | E1.1 | Electrical–Switchgear Building Electrical Plan | 3/4/2020 |
| 4 | E6.1 | Electrical–SWGR 5 One-Line Diagram | 3/4/2020 |
| 5 | E6.2 | Electrical–SWGR 6 One-Line Diagram | 3/4/2020 |
| 6 | E7.1 | Electrical–Switchgear Elevations | 3/4/2020 |

NORTHFIELD SUBSTATION 15KV METAL ENCLOSED SWITCHGEAR AND BREAKERS FOR THE VILLAGE OF WINNETKA WINNETKA, IL



LIST OF DRAWINGS

| SHEET NO. | DRAWING | TITLE |
|-----------|------------|--|
| 04.1 | GENERAL | 15KV METAL ENCLOSED AND LIST OF DRAWINGS |
| 04.2 | ELECTRICAL | 15KV METAL ENCLOSED AND LIST OF DRAWINGS |
| 04.3 | ELECTRICAL | 15KV METAL ENCLOSED AND LIST OF DRAWINGS |
| 04.4 | ELECTRICAL | 15KV METAL ENCLOSED AND LIST OF DRAWINGS |
| 04.5 | ELECTRICAL | 15KV METAL ENCLOSED AND LIST OF DRAWINGS |
| 04.6 | ELECTRICAL | 15KV METAL ENCLOSED AND LIST OF DRAWINGS |
| 04.7 | ELECTRICAL | 15KV METAL ENCLOSED AND LIST OF DRAWINGS |



ISSUED FOR BID, 03/04/2020

BIDDING
1
00.1

**1170 SOUTH HOUBOLT ROAD
JOLIET, IL 60431
815 744-4200
815 744-4215 FAX
WWW.STRAND.COM
IDFPR NO. 184-001273
CONTRACT 020-009**

File: \\vms001\projects\020-009\1170SOUTH\020-009\000.dwg User: jpayne Date: 03/04/2020 11:15:00

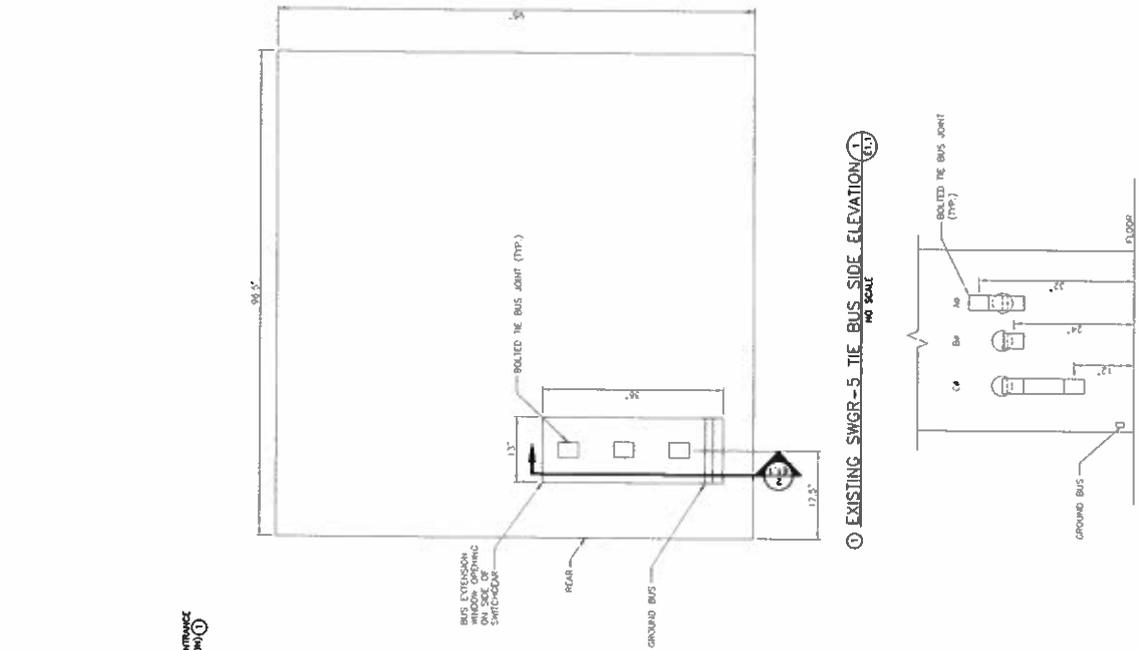
| NO. | SYMBOL | DESCRIPTION | NO. | SYMBOL | DESCRIPTION |
|-----|--------|------------------------------|-----|--------|--------------------------|
| 1 | ⊖ | METAL CLAD | 100 | ⊖ | UNDERGROUND ELECTRIC |
| 2 | ⊖ | MOTOR CONTROL CENTER | 101 | ⊖ | OVERHEAD ELECTRIC |
| 3 | ⊖ | ELECTRICAL JUNCTION BOX | 102 | ⊖ | CABLE TELEVISION SERVICE |
| 4 | ⊖ | ARC FLASH DETECTOR | 103 | ⊖ | TELEPHONE SERVICE |
| 5 | ⊖ | MAIN CIRCUIT BREAKER | 104 | ⊖ | FIBER OPTIC CABLE |
| 6 | ⊖ | MOLDING CASE CIRCUIT BREAKER | 105 | ⊖ | UTILITY POLE |
| 7 | ⊖ | THIRDS CIRCUIT BREAKER | 106 | ⊖ | |
| 8 | ⊖ | TRANSFORMER | 107 | ⊖ | |
| 9 | ⊖ | BLANK-NON-FUSED | 108 | ⊖ | |
| 10 | ⊖ | BLANK-FUSED | 109 | ⊖ | |
| 11 | ⊖ | TRANSFORMER | 110 | ⊖ | |
| 12 | ⊖ | TRANSFORMER | 111 | ⊖ | |
| 13 | ⊖ | TRANSFORMER | 112 | ⊖ | |
| 14 | ⊖ | TRANSFORMER | 113 | ⊖ | |
| 15 | ⊖ | TRANSFORMER | 114 | ⊖ | |
| 16 | ⊖ | TRANSFORMER | 115 | ⊖ | |
| 17 | ⊖ | TRANSFORMER | 116 | ⊖ | |
| 18 | ⊖ | TRANSFORMER | 117 | ⊖ | |
| 19 | ⊖ | TRANSFORMER | 118 | ⊖ | |
| 20 | ⊖ | TRANSFORMER | 119 | ⊖ | |
| 21 | ⊖ | TRANSFORMER | 120 | ⊖ | |
| 22 | ⊖ | TRANSFORMER | 121 | ⊖ | |
| 23 | ⊖ | TRANSFORMER | 122 | ⊖ | |
| 24 | ⊖ | TRANSFORMER | 123 | ⊖ | |
| 25 | ⊖ | TRANSFORMER | 124 | ⊖ | |
| 26 | ⊖ | TRANSFORMER | 125 | ⊖ | |
| 27 | ⊖ | TRANSFORMER | 126 | ⊖ | |
| 28 | ⊖ | TRANSFORMER | 127 | ⊖ | |
| 29 | ⊖ | TRANSFORMER | 128 | ⊖ | |
| 30 | ⊖ | TRANSFORMER | 129 | ⊖ | |
| 31 | ⊖ | TRANSFORMER | 130 | ⊖ | |
| 32 | ⊖ | TRANSFORMER | 131 | ⊖ | |
| 33 | ⊖ | TRANSFORMER | 132 | ⊖ | |
| 34 | ⊖ | TRANSFORMER | 133 | ⊖ | |
| 35 | ⊖ | TRANSFORMER | 134 | ⊖ | |
| 36 | ⊖ | TRANSFORMER | 135 | ⊖ | |
| 37 | ⊖ | TRANSFORMER | 136 | ⊖ | |
| 38 | ⊖ | TRANSFORMER | 137 | ⊖ | |
| 39 | ⊖ | TRANSFORMER | 138 | ⊖ | |
| 40 | ⊖ | TRANSFORMER | 139 | ⊖ | |
| 41 | ⊖ | TRANSFORMER | 140 | ⊖ | |
| 42 | ⊖ | TRANSFORMER | 141 | ⊖ | |
| 43 | ⊖ | TRANSFORMER | 142 | ⊖ | |
| 44 | ⊖ | TRANSFORMER | 143 | ⊖ | |
| 45 | ⊖ | TRANSFORMER | 144 | ⊖ | |
| 46 | ⊖ | TRANSFORMER | 145 | ⊖ | |
| 47 | ⊖ | TRANSFORMER | 146 | ⊖ | |
| 48 | ⊖ | TRANSFORMER | 147 | ⊖ | |
| 49 | ⊖ | TRANSFORMER | 148 | ⊖ | |
| 50 | ⊖ | TRANSFORMER | 149 | ⊖ | |
| 51 | ⊖ | TRANSFORMER | 150 | ⊖ | |
| 52 | ⊖ | TRANSFORMER | 151 | ⊖ | |
| 53 | ⊖ | TRANSFORMER | 152 | ⊖ | |
| 54 | ⊖ | TRANSFORMER | 153 | ⊖ | |
| 55 | ⊖ | TRANSFORMER | 154 | ⊖ | |
| 56 | ⊖ | TRANSFORMER | 155 | ⊖ | |
| 57 | ⊖ | TRANSFORMER | 156 | ⊖ | |
| 58 | ⊖ | TRANSFORMER | 157 | ⊖ | |
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| 60 | ⊖ | TRANSFORMER | 159 | ⊖ | |
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| 64 | ⊖ | TRANSFORMER | 163 | ⊖ | |
| 65 | ⊖ | TRANSFORMER | 164 | ⊖ | |
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| 67 | ⊖ | TRANSFORMER | 166 | ⊖ | |
| 68 | ⊖ | TRANSFORMER | 167 | ⊖ | |
| 69 | ⊖ | TRANSFORMER | 168 | ⊖ | |
| 70 | ⊖ | TRANSFORMER | 169 | ⊖ | |
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ELECTRICAL
SWITCHGEAR BUILDING ELECTRICAL PLAN
 NORTHFIELD SUBSTATION 15KV METAL ENCLOSED
 SWITCHGEAR AND BREAKERS
 VILLAGE OF WINNETKA, IL
 WINNETKA, ILLINOIS

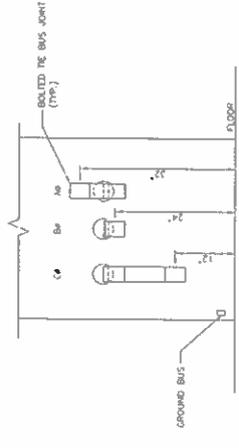
JOB NO. 1519429
 PROJECT NAME: PROJECT YIMMIA
SA STRAND ASSOCIATES
 ARCHITECT
 3
 E1.1

| NO. | DESCRIPTION | DATE |
|-----|----------------|-----------|
| 1 | CREATED FOR 90 | 1/14/2020 |
| | REVISIONS | |

- GENERAL NOTES**
- SWITCHGEAR SHALL BE INSTALLED AS APPROXIMATELY 117" CLEARANCE ON ALL SIDES OF SWITCHGEAR.
- REVISIONS**
- NEW SWITCHGEAR SWGR-8 SHALL BE DESIGNED FOR INSTALLATION ADJACENT TO EXISTING SWITCHGEAR SWGR-5. NEW SWITCHGEAR SWGR-8 SHALL BE INSTALLED TO ALLOW FOR PROPER CLEARANCE BETWEEN NEW SWITCHGEAR SECTION POWER CABLE ALIGNMENT AND EXISTING SWITCHGEAR SWGR-5. NEW SWITCHGEAR SWGR-8 SHALL BE INSTALLED TO ALLOW FOR PROPER CLEARANCE BETWEEN NEW SWITCHGEAR SECTION POWER CABLE ALIGNMENT AND EXISTING SWITCHGEAR SWGR-5. NEW SWITCHGEAR SWGR-8 SHALL BE INSTALLED TO ALLOW FOR PROPER CLEARANCE BETWEEN NEW SWITCHGEAR SECTION POWER CABLE ALIGNMENT AND EXISTING SWITCHGEAR SWGR-5. NEW SWITCHGEAR SWGR-8 SHALL BE INSTALLED TO ALLOW FOR PROPER CLEARANCE BETWEEN NEW SWITCHGEAR SECTION POWER CABLE ALIGNMENT AND EXISTING SWITCHGEAR SWGR-5.

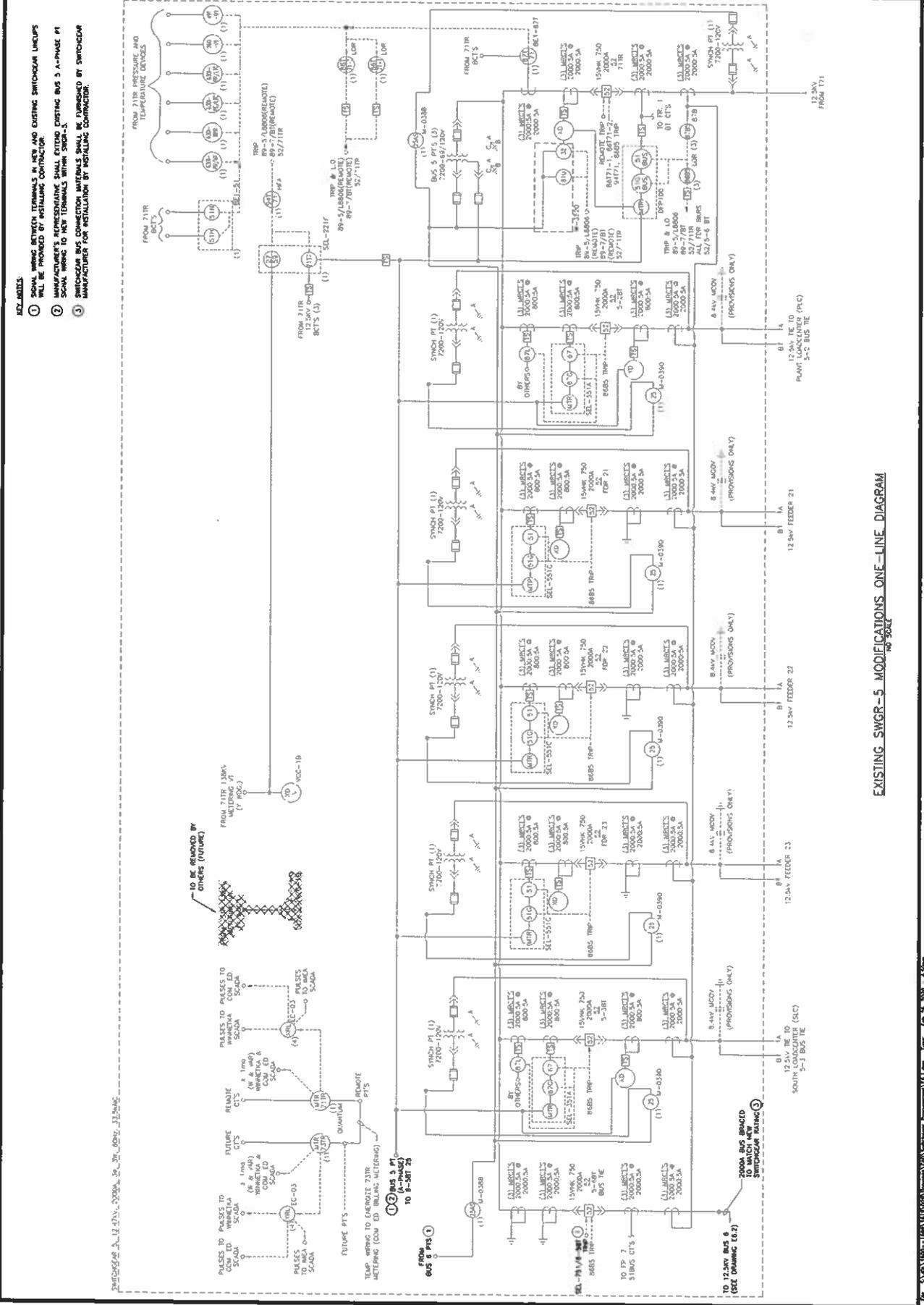


① EXISTING SWGR-5 TIE BUS SIDE ELEVATION (1)
 NO SCALE



② EXISTING SWGR-5 5-6BT BREAKER SECTION REAR ELEVATION (2)
 NO SCALE

SWITCHGEAR BUILDING ELECTRICAL PLAN



KEY NOTES:

- 1 SIGNAL WIRING BETWEEN TERMINALS IN NEW AND EXISTING SWITCHGEAR ENCLOSURES WILL BE PROVIDED BY INSTALLING CONTRACTOR.
- 2 MANUFACTURER'S REPRESENTATIVE SHALL VERIFY EXISTING BUS 3 A-PHASE PT SIGNAL WIRING TO NEW TERMINALS WITHIN SWGR-5.
- 3 SWITCHGEAR BUS CONNECTION WIRING SHALL BE FURNISHED BY SWITCHGEAR MANUFACTURER FOR INSTALLATION BY INSTALLING CONTRACTOR.

EXISTING SWGR-5 MODIFICATIONS ONE-LINE DIAGRAM
NO. 5024

GENERAL NOTES:

1. TEST SWITCHES FOR PVS AND CTS NOT SHOWN FOR CLARITY. REFER TO THE SPECIFICATIONS FOR ADDITIONAL TEST SWITCHES REQUIRED.
2. SIGNAL/CONTROL WIRING FOR REMOTE OR FUTURE EQUIPMENT/DEVICES SHALL BE WIRED TO TERMINALS WITHIN THE SWITCHGEAR TO ALLOW FOR EXTERNAL WIRING CONNECTIONS BY OTHERS.

SVC NOTES:

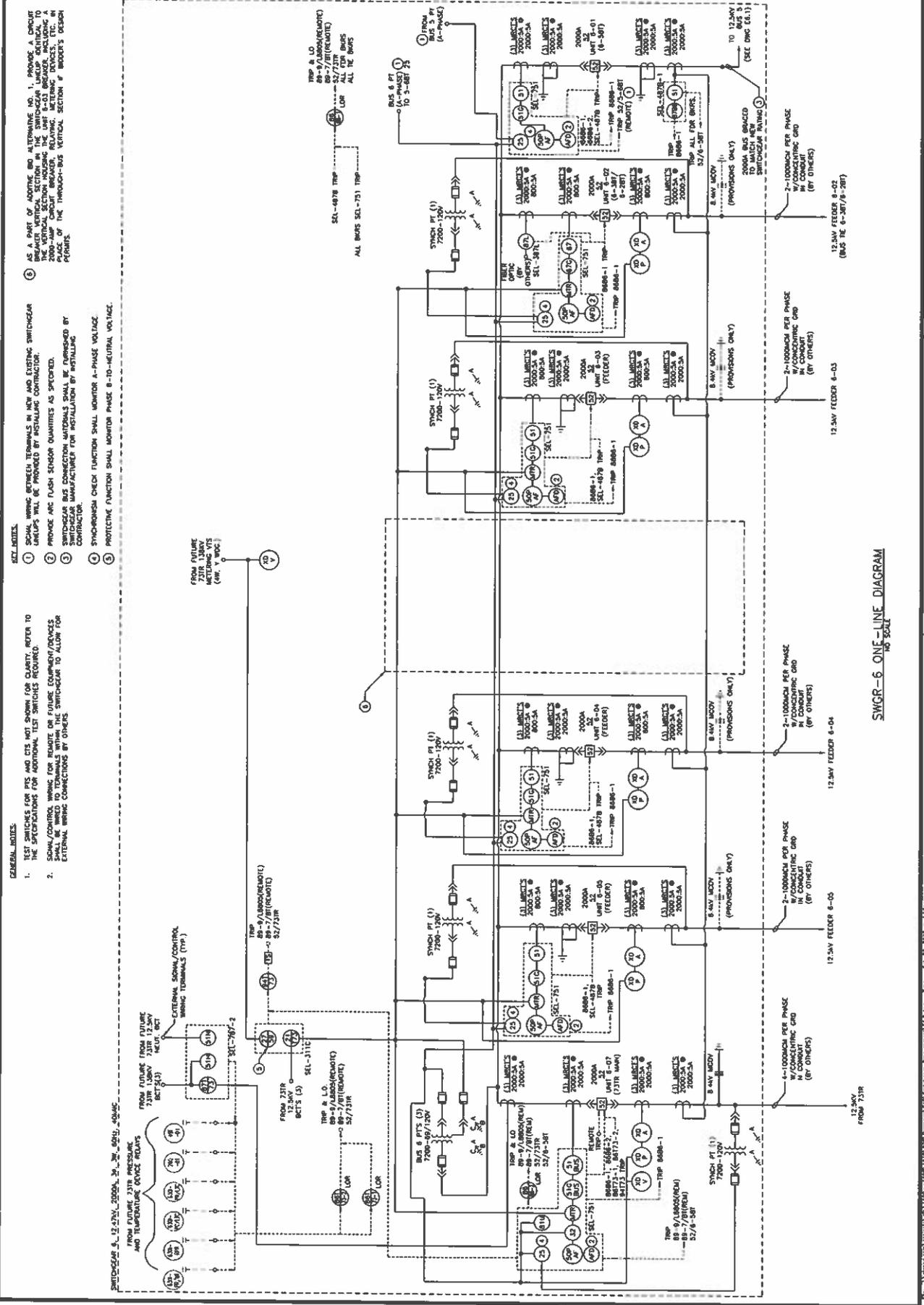
1. SIGNAL WIRING BETWEEN TERMINALS IN NOW AND EXISTING SWITCHGEAR LIFELAPS WILL BE PROVIDED BY INSTALLING CONTRACTOR.
2. PROVIDE ARC FLASH SENSOR QUANTITIES AS SPECIFIED.
3. SWITCHGEAR ARC SENSORS/SENSORS SHALL BE PROVIDED BY SWITCHGEAR MANUFACTURER FOR INSTALLATION BY INSTALLING CONTRACTOR.
4. SYNCHRONISM CHECK FUNCTION SHALL MONITOR A-PHASE VOLTAGE.
5. PROTECTIVE FUNCTION SHALL MONITOR PHASE B-TO-NEUTRAL VOLTAGE.

6. AS A PART OF ADOPTIVE OR ALTERNATIVE NO. 1, PROVIDE A COMPLETE VERTICAL SECTION HOUSING THE UNIT 8-03 BREAKER INCLUDING A COMPLETE VERTICAL SECTION HOUSING THE UNIT 8-01 BREAKER INCLUDING A COMPLETE VERTICAL SECTION HOUSING THE THROUGH-BUS VERTICAL SECTION # BROWER'S DESIGN PERMITS.

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ELECTRICAL
SWGR-6 ONE-LINE DIAGRAM
NONFIELD SUBSTATION (TYPE METAL ENCLOSED)
VILLAGE OF WINNETKA, IL
WINNETKA, ILLINOIS

STRAND ASSOCIATES
 LIBRARY 5
 56.2
 JOB NO. 1811-0005
 PROJECT NAME: SWGR-6



SWGR-6 ONE-LINE DIAGRAM

**VILLAGE OF WINNETKA
CONTRACT FOR THE SUPPLY
OF 15 KV METAL-ENCLOSED SWITCHGEAR AND BREAKERS**

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

[NONE]



Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200

June 30, 2020

Mr. Brian Keys, Director of Water and Electric
Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

Re: Northfield Substation 15kV Metal Enclosed Switchgear and Breakers Procurement
Contract No. 020-009
Village of Winnetka, Illinois

Dear Mr. Keys:

Bids for the above-referenced project were opened on April 17, 2020. Six bids were received with the resulting bid tabulation enclosed. The low bid of \$431,105 was less than ENGINEER's opinion of probable construction cost. It is our understanding that any alternative bids will not be considered by the Village. As such, the bid information related to alternate bids has been omitted from the bid tabulation.

Siemens Industry, Inc. of Wendell, North Carolina was the apparent low bidder at \$431,105. Based on review of the technical documents included with the bid forms, the switchgear will fit within the available space and can meet the technical specifications. The bid is deemed to be responsive.

If you determine that Siemens Industry, Inc. is a responsible bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract.

Sincerely,

STRAND ASSOCIATES, INC.®



Andrew J. Runde, P.E.

Enclosure

Village of Winnetka, Illinois
RFB #020-009 15kV Metal Enclosed Switchgear and Breakers Procurement
Bid Tabulation

| Company | Manufacture of Switchgear | Manufacture of Breaker Assembly | UL Approved | Lead Time For Shop Drawings (weeks) | Manufacturing Lead Time After Drawing Approval (weeks) | Bid Amount |
|-------------------------------------|----------------------------------|--|--------------------|--|---|-------------------|
| Siemens Industry, Inc. | Siemens | Siemens | Yes | 4 | 11 | \$ 431,105.00 |
| Myers Controlled Power LLC | Myers Controlled Power | Eaton | No | 8 to 10 | Unknown | \$ 479,340.00 |
| Philadelphia Electric Equipment Co. | Philadelphia Electric Equipment | ABB | Yes | Unknown | Unknown | \$ 551,450.00 |
| WESCO International | ABB | ABB | Yes | 6 | 16 | \$ 559,800.00 |
| Power Line Supply | Eaton | Eaton | Yes | 4 to 6 | 14 to 18 | \$ 575,707.38 |
| SAI Advanced Power Solutions, Inc. | SAI Advanced Power Solutions | Unknown | Unknown | Unknown | Unknown | \$ 731,824.00 |

Reviewed by: 



Agenda Item Executive Summary

Title: Resolution No. R-45-20: Approving An Agreement With ComEd For The Installation Of An Interconnection And Related Services At The Northfield Electric Substation (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 07/07/20

Consent: YES NO

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

Item History:

The Five Year Capital Plan for the Electric Fund contains multiple projects required to support the installation of second substation transformer at the Village's Northfield Substation. The 2020 Electric Fund Budget contains funding for the interconnection work to be performed by ComEd in preparation for the installation of a second substation transformer in 2022.

Executive Summary:

In 2019, Water & Electric notified ComEd of the Village's intent to move forward with the installation of a second 138kV:12.47kV 30MVA transformer at the Northfield Substation in 2022. Staff entered into an engineering agreement with ComEd to have a prior 2013 study updated to determine the current cost for the required interconnection work. When the project is completed, the transformer will be connected to their 138kV transmission system.

ComEd has provided an engineering estimate for the required work (Exhibit A). The Village will be responsible for paying the actual costs for engineering, material and installation labor associated with the project. The total cost is estimated at \$432,882. Of this cost, Illinois Municipal Electric Agency will reimburse the Village \$8,383 for work associated with the revenue metering. Staff requested that ComEd provide a "not-to-exceed" amount for the required work. Based on the engineering work completed to date, ComEd has indicated that the total project will not exceed \$541,103. As noted in the letter proposal, staff requested and ComEd agreed to notify Winnetka before exceeding the estimated project cost and to provide a cost breakdown detailing all costs.

The work scope includes the following:

- Installation of additional hardware and programming costs to incorporate the new substation equipment into ComEd's Supervisory and Data Acquisition (SCADA) system.
- Installation of underground fiber to the substation for communication with ComEd's SCADA system.
- Review and approval of electrical design drawings and relay settings.
- Perform witness testing of Winnetka owned relaying and control systems.

Executive Summary (continued):

The costs associated with the work are in accordance with filed tariffs. ComEd will provide the required services to support the Village's requested completion date of January 15, 2022. In order to move forward, ComEd requires prepayment of 50% of the estimated project cost to begin the project.

Resolution No. R-45-2020 authorizes agreements with ComEd for interconnection work associated with the installation of a second transformer at the Village's Northfield Substation. The funding authorization noted in the Resolution is the not-to-exceed amount of \$541,103 quoted by ComEd.

The 2020 Electric Fund contains \$500,000 (account #500.42.36-660) for ComEd interconnection fees associated with the Northfield Substation expansion project. ComEd requires payment of at least 50% (\$216,441) in order to begin the project. Staff will need to budget the remaining amount of \$324,662 (balance of not to exceed amount) in 2021 and/or 2022.

Recommendation:

Consider adoption of Resolution No. R-45-20, Waiving Competitive Bidding And Approving An Agreement With Commonwealth Edison (ComEd) For The Installation Of An Interconnection And Related Services At The Northfield Electric Substation.

Attachments:

Resolution No. R-45-2020

Exhibit A - ComEd Estimate Proposal dated June 30, 2020

- Village of Winnetka ESS-C434 Project (Cost Detail)
- ComEd Project Diagram #4P131404
- ComEd Customer Work Agreement

A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING AN AGREEMENT WITH COMMONWEALTH EDISON FOR THE INSTALLATION OF AN INTERCONNECTION AND RELATED SERVICES AT THE NORTHFIED ELECTRIC SUBSTATION

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

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

WHEREAS, the Village plans to install a second transformer at the Northfield Substation (“*Transformer*”), which requires Commonwealth Edison (“*ComEd*”) to install interconnection relaying and monitoring equipment to connect the Transformer to ComEd’s transmission system (“*Services*”); and

WHEREAS, since the Transformer needs to be connected to ComEd’s transmission system, only ComEd may perform the Services, and accordingly, ComEd is a sole source proprietary vendor for the Services; and

WHEREAS, ComEd provided the Village a proposal for an agreement to complete the Services in an amount not to exceed \$541,103, and in an estimated amount of \$432,882; and

WHEREAS, \$8,383 of the costs for the completion of the Services will be reimbursed to the Village from the Illinois Municipal Electric Agency; and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code and Section 1V.3.D of the Village's Purchasing Manual, 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 agreements with ComEd for the completion of the Services;

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 N.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 Services.

SECTION 3: APPROVAL OF AGREEMENTS. The Village Council hereby approves the agreements in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney (collectively, “*Agreements*”).

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENTS. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreements after receipt by the Village Clerk of two executed copies of the final Agreements from ComEd; provided, however, that if the Village Clerk does not receive two executed copies of the final Agreements from the ComEd within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreements 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 by the vote of two-thirds of the Trustees.

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

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENTS

June 30, 2020

Mr. Brian Keys
Director of Water & Electric
Village of Winnetka

Subject: Cost Estimate Proposal - ComEd Requirements for the Village of Winnetka Switchgear installation as per the customer PD 4P131404-R1.

Dear Mr. Keys,

This letter is for ComEd estimate of cost for the proposed work on the customer PD 4P131404-R1. A scope of work, schedule and estimate of cost for the design and construction is described below.

ComEd Scope of Work:

At the ESS-C434:

- Connect the new TR 73 alarms and 12.5kV TR 73 circuit breaker status to the existing SCADA. Use the TR 71 as a reference for the new alarms
- Install and own all necessary control cables connecting the ComEd equipment to the ComEd side of the demarcation cabinet.
- Connect the metering for TR 73 to the ComEd SCADA upon installation of the customer purchased PT's and CT's. Connect the TR 73 analog Volts, MW, and MVAR's to the SCADA.
- Install a UCOMM MPLS Smart Grid router at the existing SCADA panel for the fiber communication.
- Install two fiber paths from the ComEd transmission line R.O.W. to the ESS to allow for the increase in the SCADA points as a part of this project. The current communication network – Silver Springs Radio Network (SSN) cannot support any additional SCADA points added to this system. There are two additional points required as a part of this new construction.
- Review and approve the customer's electrical design drawings and relay settings.

Customer requirements:

- Design, procure and install all electrical equipment associated with the substation expansion project, except for the ComEd owned equipment and scope as listed above.
- Install the protective relaying systems with the functionality as specified in the relay notes on the project diagram and as approved by ComEd.
- Customer drawings showing the work to be performed and connected to the ComEd system
- Provide the aux power, control logic and SCADA/metering signals as required to ComEd. Install the necessary cable for these signals to the demarcation cabinet.
- Provide the relay settings and testing plan for the customer owned relays for ComEd review and approval at a minimum of 60 days prior to the energizing.

- Perform acceptance testing, control checks and in-service tests on equipment and protective relays as specified by ComEd.
- Purchase the required metering PT's and CT's for the initial installation and operational requirements as approved by ComEd.

Cost Estimate:

The total cost is estimated at \$432,882. ComEd's scope of work. This estimate is a non-binding estimate to be used for budgetary purposes only. The Village of Winnetka will be responsible for paying the actual costs of the engineering, material, and labor associated with this project. Notwithstanding anything contained in the letter to the contrary, ComEd agrees that the total costs of the engineering, material, and labor associated with this project shall not exceed \$541,103.00. In the event that the total cost of the project is going to exceed \$432,882.00, ComEd shall provide the Village prior notice before exceeding such amount and a cost breakdown detailing all costs. Also, it is agreed by ComEd that the Village of Winnetka can pay ComEd either the full estimate amount of \$432,882 up front, or this could be split into two payments of 50% of the estimate for engineering and 50% prior to construction. Once construction is complete, ComEd will true-up the final costs for a breakout to the Village of Winnetka and expects payment or credit to the Village of Winnetka within 60 days of completion.

Preliminary schedule:

ComEd will provide the necessary services to support the Village of Winnetka project for the in-service date of Jan. 2022.

Project and estimate assumptions:

- This engineering design will be based on the scope as outlined in the customer PD 4P131404R1.
- Additional or different project requirements may alter this design and may require additional design work and funds by the customer to complete.
- This scope assumes no additional load will be added to the ComEd system as a part of this project.
- ComEd standard payment terms per applicable tariffs shall apply as specified in the ComEd Rates and Tariffs as approved by the ICC.
- The cost estimate will be based on standard 40-hour work week without overtime, weekend, or holiday work.
- A wire transfer or check made payable to ComEd are acceptable forms of payment. Checks should reference the project name and can be forwarded to the project manager for processing.
- No field construction work will begin until all the necessary design engineering drawings have been reviewed and issued for construction. This also applies to any specific permits and/or easements as deemed required during the phase 2 design requirements.
- This proposal is valid for 30 days
- Upon completion of the project, the Village of Winnetka agrees to pay ComEd for any remaining balance of costs outstanding.
- ComEd will take over the ownership and maintenance of the new PT's and CT's purchased by the Village of Winnetka for this new TR 73 installation project.

The Village of Winnetka is responsible for all costs incurred to complete this project, which costs shall not exceed \$541,103.00. An initial payment of **\$432,882** is required to begin the process. Again, this is not a final cost. A true up of the costs will be performed once the construction is complete. Any balance in the costs over or under the initial estimate will be trued up with the Village of Winnetka with either a final payment or a credit, respectively.

I appreciate the opportunity to be of assistance to you, and should you have any questions, please feel free to call me at 847-846-3375

Sincerely,

Mark S Bartolameolli, PMP

_____ 

Senior Project Manager – Transmission and Substation Projects
One Lincoln Center, Suite 500
Oakbrook Terrace, Illinois 60181

ComEd Approval:

Customer Approval:

Signature

Signature

Printed Name

Printed Name

ComEd Title

Customer Title

| Village of Winnetka ESS-C434 Project | | |
|---|--|----------------------|
| Category/Detail | | Project Total |
| ComEd Labor | Project Management/Project Controls | \$25,088 |
| | Substation/Relay/SCADA Engineering | \$8,078 |
| | Substation Construction/Operations | \$17,496 |
| | Testing | \$38,562 |
| | Total ComEd Labor | \$89,224 |
| Contractor | Engineering | \$36,400 |
| | Civil Subgrade Boring | \$39,337 |
| | IT Design Fiber/Other | \$42,339 |
| | Total Contractor Labor | \$118,076 |
| Material | Materials | \$24,880 |
| | Total Materials | \$24,880 |
| Total Directs | | \$232,180 |
| Indirect cost | AIA + Indirect Costs (includes Supervision and Project Support; and Administrative and General Overheads) | \$162,521 |
| | Gross Up for ComEd Tax | \$38,181 |
| Total Indirects | | \$200,702 |
| Grand Total (Direct and Indirect) | | \$432,882 |

Estimated Metering Costs would be as follows:

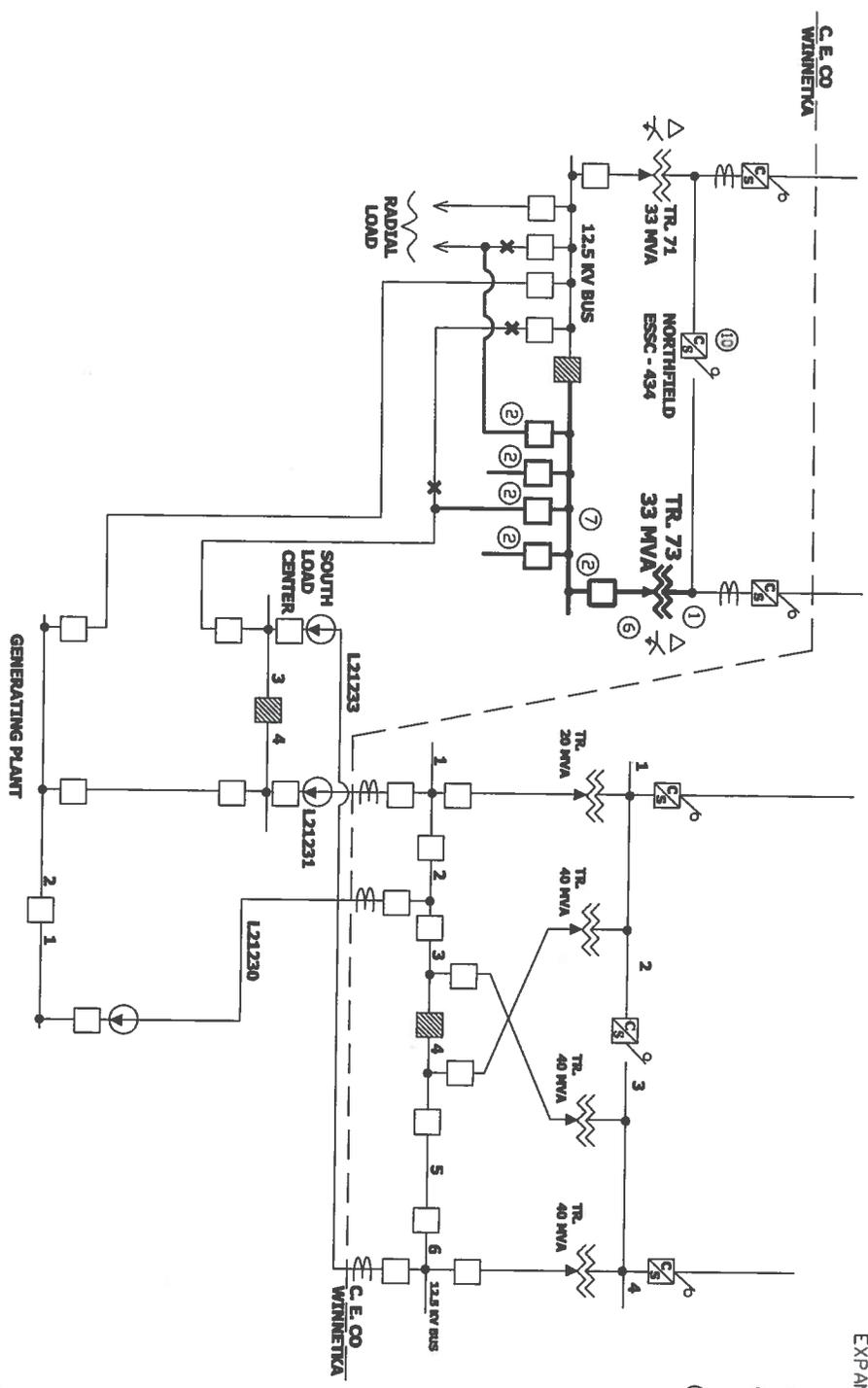
| | |
|------------------------------|----------------|
| Testing Labor for Metering | \$4,240 |
| Indirect Cost | <u>\$4,143</u> |
| Total Cost for Metering Work | \$8,383 |

REVISION #1

PD # 4P131404

VILLAGE OF WINNETKA IS INSTALLING CUSTOMER OWNED 33MVA TRANSFORMER AT ESSC434. THE VILLAGE PRESENTLY HAS A PEAK LOAD OF 39.6 MW. THERE IS NO LOAD ADDITION ASSOCIATED WITH THE EXPANSION OF THIS ESS.

Agenda Packet P. 270



WORK BY WINNETKA:

- ① 18/24/30/33 MVA 132-12.47Y/ 7.2 KV + DR - 10% LTC BASE, STANDARD TAPS.
- ② 2000 AMP 12.5 KV CIRCUIT BREAKER, 750 MVA INTERRUPTING, CUSTOMER'S SECONDARY CONNECTIONS NOT YET FINALIZED, DRAWING IS BASED ON PRELIMINARY DISCUSSIONS. (5 LOCATIONS)

WORK BY COMED:

- 3 RELAY NOTES TO BE PROVIDED BY RELAY AND PROTECTION ENGINEERING DEPT.
- 4 NEW BUSINESS ENGINEER TO COMMUNICATE ANY APPLICABLE COSTS AND RELATED REQUIREMENTS TO THE CUSTOMER.

| | | | | |
|---|-----------------|-------------------|------------|-----|
| Date | 5/14/13 | Relay Notes Added | NB | FAL |
| Revision | | | | |
| PROJECT DIAGRAM EED DISTRIBUTION CAPACITY PLANNING | | | | |
| VILLAGE OF WINNETKA - NORTHFIELD ESS C-434 SECOND TRANSFORMER INSTALLATION | | | | |
| Planner | NICK BURICA | Date | 12/17/2012 | |
| PD# | 4P131404 | Program Code# | B6 | |
| Region | NORTHEAST | ITN | TBD | |
| Reply to SER# | N/A | Planning Area | N04 | |
| Project ID# | TBD | RDY | NA | |
| Service Date | TBD | Page | 1 of 2 | |
| Manager | RUSSELL DESALVO | Date | 12/12/2012 | |

VILLAGE OF WINNETKA IS INSTALLING CUSTOMER OWNED 33MVA TRANSFORMER AT ESSC434. THE VILLAGE PRESENTLY HAS A PEAK LOAD OF 396 MW. THERE IS NO LOAD ADDITION ASSOCIATED WITH THE EXPANSION OF THIS ESS.

REVISION #1

RELAY NOTES:
 (5) NOTE RESTRICTED

(6) For the new customer transformer protection, two independent high-speed current differential relaying schemes with phase and ground over current back up are recommended. However, the customer shall, at a minimum, install one high-speed differential protection relaying scheme and a separate transformer protection back-up scheme. Both schemes are to be separate from one another. The primary and back-up schemes shall include instantaneous fault detection and tripping for 138KV transformer faults and shall trip both the transformer low side circuit breaker and applicable high side circuit switcher(s) at a minimum. The two independent schemes shall be fed from separate primary current transformers, shall each afford required tripping via separate auxiliary tripping devices, and shall be supplied via separately fuses/protected DC circuits, etc.

(7) In case of backfeed to CamBd's 138KV system due to customer configuration (installed generation or interwired distribution system), 138KV backup protection at the customer site is required. Typically, 138KV ground backup can be provided by a 59G relay fed by 3-138KV potential devices or 27/19 Under/Overshage protection fed by a single 138KV potential device. 138KV phase backup can be provided by a distance relay connected to 3-phase current and potential transformers on the 12KV side of the customer transformer. This relaying is only required to trip the transformer low side circuit breaker (loadout not required).

(8) Due to Village of Winnetka generating, all 12KV bus circuit breakers shall have a synch check function for any closing. This will require at least one potential transformer or device is connected phase to phase to the line side of each breaker. This function can be part of a multifunction utility grade feeder protection relay.

(9) Breaker failure protection shall be provided for the 12KV bus circuit breaker.

(10) Remove the existing 138KV bus tie circuit switcher auto close scheme (this appears to be connected on the CamBd side of the demarcation cabinet). This scheme automatically closed the normally open the circuit switcher for a permanent CamBd line fault (CamBd line lockout). This scheme is no longer needed and causes operational issues for CamBd. Customer to install a 138KV bus tie circuit switcher synch check function for manual closing. Since no added load is associated with this project, for loss of 138KV source line or transformer, the customer has the option to automatically or manually close the 12KV bus tie to ensure the applicable bus. The close scheme should be inhibited for any of the following: the associated bus transformer low side circuit breaker is not open or an associated 12KV bus fault or any circuit breaker on the associated bus has failed. Retain existing line and bus tie circuit switcher tripping.

RELAY NOTES- CONTI

11. CamBd will install new or modify the existing SCADA equipment at ESS C434 for this installation. SCADA communications circuits to be maintained and repaired in a timely manner by the customer per CamBd requirements. See SCADA spec for details.

12. Required customer-owned relays are to be utility-grade and approved for use on the CamBd system.

13. CamBd protection engineering personnel shall review and approve all DC schematic drawings, 3 line current and potential schematic drawings, and relay settings to verify CamBd required customer protective functions are incorporated into the design. Review and approval of the CamBd required portions of the customer design shall be successfully completed prior to scheduling any CamBd testing resources.

14. CamBd testing personnel shall witness customer testing of all protective functions required by CamBd. CamBd will provide a list of required witness testing. Witness testing shall be successfully completed prior to allowing the customer to energize to the CamBd system.

15. CamBd's protective requirements, reviews, and witness testing as stated above are designed to protect CamBd equipment and coordinate with standard CamBd sub-restoration schemes in order to provide adequate reliability to the customer and all other customers connected to the CamBd line. These schemes are the minimum functional requirements to protect and coordinate CamBd equipment and do not purport to cover every aspect of detailed protection design. The requirements do not and are not intended to address proper protective requirements for protecting the customer's equipment. Protection of customer equipment is the sole responsibility of the customer.

16. Communications, and SCADA specifications will be issued for this project. Relay specifications for this project are not required, notes to suffice.

| | | | |
|--|-----------------|------------------------------------|------------|
| PROJECT DIAGRAM | | EED DISTRIBUTION CAPACITY PLANNING | |
| VILLAGE OF WINNETKA - NORTHFIELD ESS C-434 | | | |
| SECOND TRANSFORMER INSTALLATION | | | |
| Planner: NICK BURICA | | Date: 12/17/2012 | |
| PD#: | 4P131404 | Program Code#: | 86 |
| Region: | NORTHEAST | ITN: | TBD |
| Reply to SER#: | N/A | Planning Area: | N04 |
| Project ID#: | TBD | RDY: | NA |
| Service Date: | TBD | Page: | 2 of 2 |
| Manager: | RUSSELL DESALVO | Date: | 12/12/2012 |

| | | | |
|---------|-------------------|----|-----|
| 5/14/13 | Relay Notes Added | NB | FAL |
| Date | Revision | By | |

CUSTOMER WORK AGREEMENT

PL#: 427301

CWA#: ND200601 R:0000

Date:

VILLAGE OF WINNETKA ("Customer") and **ComEd** ("Company") agree that the Company will furnish at the Customer's expense the labor and materials necessary to do the work for the Customer on or adjacent to the Customer's premises at **510 GREEN BAY RD, 01, NEW TRIER TWP, IL 60093**, descr bed below.

CUSTOMER WORK AGREEMENT - CUSTOMER WORK ORDER VILLAGE OF WINNETKA ESS-C434 PROJECT

| | |
|------------------------------|---------------------|
| MATERIALS AND LABOR | \$541,103.00 |
| TOTAL CUSTOMER CHARGE | \$541,103.00 |

The Customer agrees to pay to the Company the sum of **\$541,103.00**, payment in full due prior to beginning of Company work.

The charges listed in this contract are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and materials are required to complete the work, or if the scope of work is altered, ComEd reserves the right to collect, and the owner agrees to pay, additional money to cover the increased costs.

The sketch, if any, attached hereto is hereby made a part of this Agreement and expressly designates ownership of the facilities referred to.

The Total Customer Charge reflects the scope of work described in this Customer Work Agreement that will be performed by the Company. This does not include charges for the relocation or removal of equipment owned by others, such as cable television or communication companies, that are attached to the Company's poles. It is the Customer's responsibility to contact these other companies to schedule the relocation or removal of their equipment from the poles. These companies will bill the Customer separately for the work they must perform.

Work will be done during the Company's regular working hours, unless otherwise specified.

This Agreement shall be void if not accepted by the Customer within thirty days from date submitted.

Transformers and metering equipment installed in conjunction with this work, shall in all cases, remain the property of the Company.

In the event the work covered by this Agreement cannot be completed within one year from the above date as a result of delays on the part of the Customer or because the Company has been denied access to the premises, the charge to the Customer shall be recomputed based on the level of costs prevailing at the time of completion of the work as stipulated in the Company's General Company Order No. 25.

This agreement is subject to the provisions of the Company's Schedule of Rates and Information and Requirements for Electric Services as on file with the Illinois Commerce Commission.

FOR THE COMPANY:

FOR APPLICANT:

RUSS ROSTKOWSKI

Submitted By

Accepted By

Signature

Accepted By

Signature

Print Name

Print Name

Official Capacity

Account Number: [REDACTED]

Work Task Number: 1594095101

Payment Stamp

Mail Bills To: **VILLAGE OF WINNETKA
RUSS ROSTKOWSKI/LCS ACCT MGR
COMED LIBERTYVILLE OFFICE, 1500 FRANKLIN AVE
LIBERTYVILLE, IL 60048**