

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
March 1, 2022
7:00 p.m.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) March 8, 2022 Study Session
 - b) March 15, 2022 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes:
 - i) February 8, 2022 Study Session.....3
 - b) Approval of Warrant List dated February 8, 2022 – February 21, 2022.....5
 - c) Resolution No. R-31-2022: Purchase of Brick Pavers (Adoption).....6
 - d) Resolution No. R-32-2022: Approving a Contract with Wesco for the Purchase of Single Phase Pole Mount Transformers (Adoption).....11
 - e) Resolution No. R-33-2022: Approving a Contract with the Okonite Company for the Purchase of 15kV Underground Cable (Adoption).....23
 - f) Resolution No. R-34-2022: Rejecting All Bids, Waiving Bidding Requirements, and Awarding a Contract to Wesco Distribution, Inc. for a 2500 kVA Pad Mount Transformer (Adoption).....37
 - g) Resolution No. R-35-2022: Authorizing a Purchase Order for the Commercial District Floral Program(Adoption).....58
 - h) Resolution No. R-37-2022: Approving Agreement with Thelen Sand & Gravel for Landscape Yard Waste Removal Services (Adoption).....63

- 8) Ordinances and Resolutions:
 - a) Ordinance No. M-4-2022: 455 Linden Street – Variations & Certificate of Appropriateness (Adoption).....84
 - b) Ordinance No. M-5-2022: 108 Fuller Lane - Variations (Introduction/Adoption).....111
- 9) Old Business:
- 10) New Business:
- 11) Appointments
- 12) Closed Session
- 13) Adjournment

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, 847-716-3543; T.D.D. 847-501-6041.

**MINUTES
WINNETKA VILLAGE COUNCIL
VIRTUAL STUDY SESSION
February 8, 2022**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, February 8, 2022 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Andy Cripe, Tina Dalman, Bob Dearborn, and Kim Mancini. Absent: Trustees Robert Apatoff and John Swierk. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Deputy Village Clerk Berina Gradjan, and approximately 4 persons in the audience.
- 2) Public Comment.
 - i) Elisha Gray inquires about the status of the Green Bay Trail per the Village, Park District, and the Lakota Group. President Rintz confirms that there will be discussion regarding the matter at a future Council meeting.
- 3) General Village Council Discussion Regarding Policy Matters for Future Agendas.

President Rintz states that Council will be reviewing current Village initiatives and discussing suggestions for future policy matters. The discussion provides guidance for Council members, and the community, regarding Village related agenda items, emerging topics, and aids in providing a better sense of direction with upcoming matters within the Village.

Village Council initiatives for 2022 include Stormwater Management; final engineering, permitting & licensing for North of Willow RD areas, Final Engineering, Permitting & Licensing for Cook County Site, Cook County Forest Preserve Final Agreement, Final Engineering for Crow Island & South of Willow RD Areas, Resident Communications & Grants, East Side Evaluation. Comprehensive Plan Process; Post Office Site Evaluation, Council Check-ins, Review & Approval, Green Bay Trail Enhancements. Economic Development; Former One Winnetka Re-Development, Hubbard Woods Streetscape Planning, Design & Jurisdictional Transfer, Review Village Owned Property Inventory – Potential Uses, Economic Development Corporation, Community Events to Activate Business Districts. Electric Utility System; Evaluation FY 2022 & 2023, Current Generation System Evaluation, Alternative Energy Review, Undergrounding of Overhead Lines.

Trustee Dearborn elaborates on previous matters presented to Council stating that he would like to see more discussion pertaining to these items surface at future Council meetings. Village Council indicates the importance of the Green Bay Trail amongst the items that will be relevant for discussion and unanimously agree on addressing public safety concerns and the overall enhancements of the trail.

Trustee Mancini indicates her interest in reengaging in the comprehensive sidewalk plans that former Trustee member Penny Lanphier advocated for. Village Manager Bahan confirms that the Village currently has an inventory regarding the prioritization of sidewalks and briefs Council on the Village policy.

Village Council addresses sustainability within the Village, referencing the Environmental and Forestry Commissions work with the Climate Action Plan. Trustee Mancini commends President Rintz for challenging the EFC members towards coming up with actionable items as well as suggesting EFC serve as more of an advisory committee rather than advocacy committee.

Trustee Cripe expressed his interest on discussing taxes within the Village, urging Council to work towards continuing opportunities to consolidate, operationally or functionally. Trustee Cripe also notes his interest in the future of the power plant indicating the importance of Winnetka's power supply and long term affects. In agreement with Village Council, Trustee Cripe would like to continue addressing the post office progress and the enhancements of the Green Bay Trail.

Trustee Dalman stresses the priority of implementing discussion of the Comprehensive Plan at future Council meetings as well as adopting design standards regarding solar panels within the Village. Trustee Dalman conveys her interest in enhancing public safety aspects for the crossing located on Tower Road and Hibbard Road.

President Rintz notes that discussion regarding the Green Bay Trail may be considered at a future study session to address future plans. Village Manager Bahan confirms allocated funding for conceptual studies to address enhancements of the Village portion of the trail. Mr. Bahan stresses that engagement between the Park District, Friends of the Green Bay Trail, users, and the Garden Club will be beneficial to the overall improvements.

Public Comment.

- i) Elisha Gray commends Village Council on prioritizing the Green Bay Trail and conveys the support and expertise that Friends of the Green Bay Trail can contribute alongside the Council.
- 4) Closed Session. None.
- 5) Adjournment. Trustee Dearborn, seconded by Trustee Dalman, moved to adjourn the Village Council meeting. By roll call vote, the motion carried. Ayes: Trustees Cripe, Dalman, Dearborn, and Mancini. Nays: None. Absent: Trustees Apatoff and Swierk. The meeting adjourned at 7:46 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant Lists

Presenter: Robert M. Bahan, Village Manager

Agenda Date:

03/01/2022

Consent:

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Item History:

None.

Executive Summary:

The Warrant List dated February 8, 2022 - February 21, 2022.

Recommendation:

Consider approving the Warrant List dated February 8, 2022 - February 21, 2022.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-31-2022: Purchase of Brick Pavers (Adoption)

Presenter: James J. Bernahl, Director of Engineering/Village Engineer

Agenda Date: 03/01/2022

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

Consent: YES NO

Item History:

Approved Budgeted purchase as part of the Downtown Revitalization Fund; Account No. 420.15.01-650

Executive Summary:

At the February 1, 2022 regular meeting, the Village Council approved the contract for construction services. At that meeting, the updated costs including additional procurement items was presented, this included the purchase of pedestrian and roadway pavers. In the past phases of Streetscape projects, the Village purchased the brick pavers and provided them to the Contractor for installation.

To ensure the color and consistency of the pavers, staff has once again requested a proposal from the same supplier, Site One Landscaping Supply. Site One Landscaping Supply has provided brick pavers to the Village since the Village began converting its paver's from concrete to clay.

Staff is recommending that the Council consider approving the proposal for this long lead time item from Site One Landscaping for pedestrian and roadway pavers for an amount not to exceed \$31,215.20. Site One Landscaping Supply is a sole source provider, and the proposed price is within the anticipated budget amount.

Recommendation:

Consider adopting Resolution No. R-31-2022: Approving Proposal from Site One Landscaping Supply for the Purchase of Pedestrian and Roadway Brick Pavers for the Phase 4 Streetscape Project, for an amount not to exceed \$31,215.20.

Attachments:

1. Resolution No. R-31-2022: Waiving Bidding and Approving the Purchase of Brick Pavers From Siteone Landscaping Supply, Inc.

ATTACHMENT 1

RESOLUTION NO. R-31-2022

**A RESOLUTION WAIVING BIDDING AND APPROVING
THE PURCHASE OF BRICK PAVERS FROM
SITEONE LANDSCAPING SUPPLY, INC.**

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, the Village desires to purchase roadway pavers as part of the Streetscape Project (“*Pavers*”); and

WHEREAS, in the past, the Village has purchased Pavers from Siteone Landscape Supply, Inc. of Roswell, Georgia (“*Vendor*”) for the Streetscape Project; and

WHEREAS, the Village desire to purchase the Pavers from the Vendor to ensure that they match the color and consistency of the Pavers previously used by the Village; and

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

WHEREAS, the Vendor is the sole source proprietary vendor for the Pavers that match the color and consistency previously used by the Village, and has offered to provide the Pavers to the Village for a total price not to exceed \$31,215.20 (“*Agreement*”); and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the Agreement with Vendor;

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

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

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

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

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and

March 1, 2022

R-31-2022

attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Vender; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Vendor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement 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 1st day of March, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

March 1, 2022

R-31-2022

Working Order



Park City IL #24
 600 S Chestnut Ave
 Park City, IL 60085-6806
 W: (847)623-6022

Ordered	Master Order#	PO#
01/13/2022	M115678171	Streetscape
Printed	Customer Contact	Sales Associate
02/09/2022	James Bernahl	Abel Arteaga

Sold To:

Village Of Winnetka (#101096)
 510 Green Bay Rd
 WINNETKA IL Winnetka, IL 60093-2552
 F: (847)716-3504

Ship To:

Village Of Winnetka (#101096)
 510 Green Bay Rd
 WINNETKA IL Winnetka, IL 60093-2552
 C: (847)716-3261 F: (847)716-3504

**For Chemical Emergency Spill, Leak, Fire,
 Exposure, or Accident Emergency Response
 Assistance, call: CHEMTREC
 Day or Night- 1 (800) 424-9300**

Order#: 115678171-001 Ship Via: Delivery Requested Delivery On: 01/20/2022 Any time

LN	Item #	Description	Qty Ordered	Qty Cancelled	Qty Shipped	Qty Open	Net Price	Ext. Price
1	6377-AVS	Pine Hall Rumbled Full Range <i>Item Note:</i> Loads Direct Ship to customers jobsite or yard	3,848	0	0	3,848	3.400 / SF	13083.20
2	017760-AVS-SO	2.75 in. Heavy Duty Rumbled Full Range 84 sq ft/ plt <i>Item Note:</i> Special Order Product *****Non-Returnable***** Non-Refundable***** Loads direct ship to customers jobsite or yard	1,596	0	0	1,596	5.750 / SF	9177.00
3	PALLETDEPOSIT10	Pallet Deposit \$10 <i>Item Note:</i> Non-Refundable Pallet Charge	56	0	0	56	10.000 / EA	560.00

Subtotal: \$22820.20
 Sales Tax: \$0.00
 Freight: \$0.00
 Drop Charge \$8395.00
 Estimated Total: \$31215.20

This working order is for reviewing purposes only. This is not a receipt.

CUSTOMER SIGNATURE: _____

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.



Agenda Item Executive Summary

Title: Resolution No. R-32-2022: Approving a Contract with Wesco for the Purchase of Single Phase Pole Mount Transformers (Adoption)

Presenter: Nicholas Narhi, Assistant Director of Water & Electric

Agenda Date: 03/01/22

Consent: YES NO

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

Item History:

In June of 2021, staff became aware of significant disruptions in the market for single phase transformers. As previously presented, pad-mount transformers have experienced noted increases in price and lead time. The market for pole-mount transformers is similarly volatile, with quoted prices above pre-pandemic prices and lead times higher than previous trends. Staff estimates these market trends to continue well into 2023.

Executive Summary:

As a result of the pandemic, manufacturing lead times for many utility related products have increased significantly and it is increasingly common for manufacturers to further delay the delivery of products on order due to supply chain issues. Recent correspondence with transformer vendors leads us to believe that lead times for these units will run into calendar year 2023 (60+ weeks). In order to ensure that our transformer inventory is secure into 2023, staff is requesting funding authorization in the amount of \$29,595 to purchase the transformers prior to formal approval of the fiscal year 2023 Budget.

The Water & Electric Department issued Bid Number 022-005 for single phase 100 KVA pole mount transformers. The bid notice was posted to the on-line bidding service Demand Star and bid notices were sent to seven companies. Staff received bids from three (3) vendors. Transformers are awarded based on the results of a life cycle cost basis. Inherent to the transformer's design are electrical losses. The cost of these losses is added to the purchase cost of the transformer to arrive at an evaluated life cycle cost. As such, it is possible for a transformer to have a low material cost with high losses to be the highest evaluated cost. Conversely, a transformer with a high material cost, but with very low losses can be the lowest evaluated cost. The bid tabulation with unit prices and load loss evaluation is attached as Exhibit A.

Based on the bid evaluation, the transformer design with the lowest life cycle design was a transformer manufactured by ABB on the bid submitted by electrical equipment distributor, Wesco. The purchase cost for this unit is \$5,919 per unit with a lead time of 60 weeks. These units will serve as spares in inventory in the event of an overhead transformer failure on the distribution system. W&E typically replaces one to two of these units per year as part of routine system maintenance.

Executive Summary (continued):

Based on current market conditions and with no projected change to supply chain issues in the near term, staff is recommending acceptance of the Wesco bid for the purchase of five 100 kVA pole mount transformers. These transformers are not expected to arrive until 2023 at the earliest.

Resolution No. R-32-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Wesco for the purchase of pole mount transformers.

With the extended lead time and market uncertainty, the request for funding authorization is coming in advance of the Village Council's approval of the 2023 Electric Fund Budget. The proposed 2023 Electric Fund Budget (account #500.42.34-660) will contain a placeholder for the procurement of the five single phase pole mount transformers. The purchase of five transformers is consistent with prior historical purchasing trends for these type of transformers.

Recommendation:

Consider adoption of Resolution No. R-32-2022: Approving a Contract with Wesco Distribution, Inc. for the Purchase of Transformers, in an amount not to exceed \$29,595.

Attachments:

1. Resolution No. R-32-2022: Approving a Contract with Wesco Distribution, Inc. for the Purchase of a Single Phase Transformers
2. Exhibit A: Bid Tabulation
3. Exhibit B: Contract - Wesco 100 kVA transformers

ATTACHMENT 1

RESOLUTION NO. R-32-2022

**A RESOLUTION APPROVING A CONTRACT WITH
WESCO DISTRIBUTION, INC.
FOR THE PURCHASE OF SINGLE-PHASE POLE MOUNT TRANSFORMERS**

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

WHEREAS, the Village issued Bid #022-005 (“*Request for Bids*”) for the purchase of five 100 kVA pole mount transformers (“*Transformers*”) by the Village Water & Electric Department; and

WHEREAS, the Village received three bids (“*Bid*”) for the provision of the Transformers to the Village; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that WESCO Distribution, Inc. (“*Wesco*”) is the lowest responsive and responsible bidder to provide the Transformers; and

WHEREAS, the Village Council desires to enter into a contract with Wesco for the Village to purchase the Transformers from Wesco in an amount not to exceed \$29,595.00 (“*Contract*”); and

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

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 Wesco in a final form approved by the Village Attorney

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

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]

March 1, 2022

R-32-2022

ADOPTED this 1st day of March, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

ATTACHMENT 2

100 KVA Pole-Mounted Transformers 1 phase, 120/240V										
Vendor	KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	No Load Losses @ \$12.19	Full Load Losses @ \$2.67	Operational Cost of each Transformer	Total Purchase Cost	Delivery Time (Weeks)
WESCO	100	5	\$ 5,919.00	181	808	\$ 2,206.39	\$ 2,157.36	\$ 10,282.75	\$ 51,413.75	60 Weeks
UUSCO*	100	5	\$ 9,380.00	146	805	\$ 1,779.74	\$ 2,149.35	\$ 13,309.09	\$ 66,545.45	42-44 Weeks
Power Line Supply	100	5	\$ 8,222.00	146	805	\$ 1,779.74	\$ 2,149.35	\$ 12,151.09	\$ 60,755.45	40 Weeks ARO

*QUOTED MANUFACTURER IS NOT ON THE APPROVED LIST

ATTACHMENT 3

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 150KVA 208.120 THREE PHASE PAD-MOUNT TRANSFORMER

Full Name of Bidder:

WESCO DIST INC
("Bidder")

Principal Office Address:

2401 INTERNATIONAL PKY
WOODRIDGE, IL 60577

Local Office Address:

Contact Name: MATT BOGGS Telephone: 

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

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

1. Proposal to Deliver Products.

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

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

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

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

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

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

2. Contract Price Proposal.

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

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
1	100KVA POLE MT	See pricing form in Attachment A.	5919.00	29,595.00

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

See pricing form in Attachment A.

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

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

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will be utilized. Copper base price for bids: \$5.10 per pound. All other manufacturing costs shall be fixed at the bid price.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 60 wks, 20__.

4. Financial Assurance.

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

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

5. Firm Proposal.

- 1) All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 24 days after the date this sealed Contract/Bid is opened. Metals' escalation or de-escalation will be utilized. Copper base price for bids: **\$5.10 per pound**. All other manufacturing costs shall be fixed at the bid price.

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

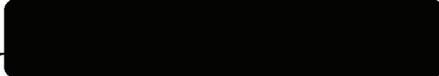
H. Governing Law. This Contract/Bid and all rights of the parties under this Contract/Bid will be interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this 1st date of FEB 2022

Bidder's Status: (M)PA Corporation () Partnership () Individual Proprietor
(State) (State)

Bidder's Name: WESLO DIST INC

Doing Business As (if different): WESLO

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: MATT BOGGS

Title/Position: ACCOUNT REP

Bidder's Business Address: 2401 INTERNATIONAL KEY PKY
WOODRIDGE, IL 60517

Bidder's Business Telephone:  Facsimile: ()

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

<u>JOHN ENGEL</u>	<u>PRESIDENT</u>	
<u>DAVID SCHWITZ</u>	<u>CFO</u>	
<u>CHRIS WOLF</u>	<u>VP, HR OFFICER</u>	

Bid Submittal

Vendor: WESCO DIST INC

Address: 2401 INTERNATIONAL PKY
WOODRIDGE, IL 60517

Email: mboggs@wesco.com

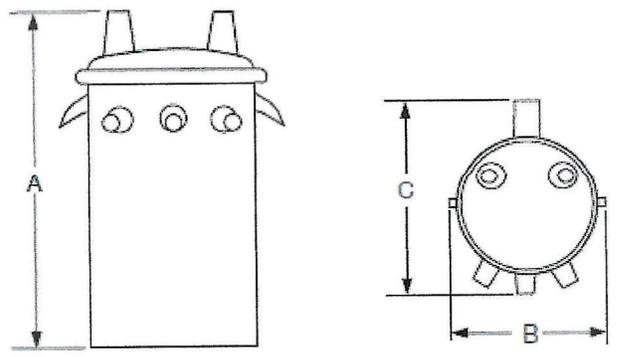
Phone: [REDACTED]

Transformer Manufacturer POWER PARTNERS/ABB

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
100	5	59,199⁰⁰	.181 kW	.808 kW	60 wks

Dimensions (inches)

- A 50"
- B 25"
- C 30"





Agenda Item Executive Summary

Title: Resolution No. R-33-2022: Approving a Contract with the Okonite Company for the Purchase of 15kV Underground Cable (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date:

03/01/22

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Consent:

YES

NO

Item History:

The 2022 Electric Fund Budget contains \$436,806 (account #500.42.31-660) for the purchase of cable.

Executive Summary:

As a result of the pandemic, manufacturing lead times for many utility related products have increased significantly and it is increasingly common for manufacturers to further delay the delivery of products on order due to supply chain issues. Based on a prior 2022 bid, manufacturing lead time for 15kV cable was 42 weeks for the low responsive bidder. In order to ensure that cable is on-hand for fiscal year 2023, the Water & Electric Department issued Bid Number 022-012 for 15kV single phase (1/c) and three phase (3-1/c) 1/0 underground cable. This type of cable is used on the underground distribution system between pad mount transformers and/or to connect the underground cable system to the overhead distribution system. Approximately 3,000 feet of the three phase cable on the bid is required for the storm water project. The cable will be used to serve a proposed pad mount transformer and associated pump that will be located on the golf course.

Staff received one bid from The Okonite Company (Okonite). The vendor quoted cable manufactured by their company which is acceptable to Water & Electric. Two other vendors that have previously bid on 15kV cable did not bid.

The cost of cable is impacted by the current price of metals. The bid price is indexed to the cost of copper. At the time of bid, the base price of \$5.35/lb. for copper was used. Exhibit A contains a bid tabulation along with additional detail on the unit pricing, quantities, and shipping length tolerances.

Resolution No. R-33-2022, prepared by the Village Attorney, authorizes the Village Manager to purchase the 15kV cable in an amount not to exceed \$247,594 under the contract with Okonite.

Executive Summary (continued):

The FY2022 Electric Fund budget contains \$436,806 (account #500.42.31-660) for the purchase of cable. The 2022 budget for underground conducts has been expended. Bid #022-012 was issued to ensure that cable is on-hand for fiscal year 2023.

Okonite quoted a manufacturing lead time of 34-36 weeks. While more than double their normal pre-pandemic lead time, this lead time is better than staff expected.

Due to the significant on-going uncertainty in the market, staff is recommending the procurement of the 1/0 cable to support both anticipated new business projects and the storm water project in 2023.

We have confirmed with Okonite that delivery of the cable would occur in January, 2023, and would be charged to the FY 2023 Budget.

Recommendation:

Consider adoption of Resolution No. R-33-2022: Approving a Contract with The Okonite Company for the Purchase of 15kV Underground Cable, in an amount not to exceed \$247,594.

Attachments:

1. Resolution No. R-33-2022: Approving a Contract with the Okonite Company for the Purchase of 15kV Underground Cable
2. Contract for 15kV Cable

ATTACHMENT 1

RESOLUTION NO. R-33-2022

A RESOLUTION APPROVING A CONTRACT WITH THE OKONITE COMPANY FOR THE PURCHASE OF 15KV UNDERGROUND CABLE

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

WHEREAS, the Village issued Bid #022-012 (“*Request for Bids*”) for the purchase of 15kV underground electric cable (“*Cable*”) by the Village Water & Electric Department; and

WHEREAS, the Village received one bid (“*Bid*”) to provide the Cable and opened the Bid on February 11, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that The Okonite Company, Inc. (“*Okonite*”) is the lowest responsive and responsible bidder to provide the Cable; and

WHEREAS, the Village Council desires to enter into a contract with Okonite for the Village to purchase Cable from Okonite in an amount not to exceed \$247,594.00 (“*Contract*”); and

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

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 Okonite 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]

March 1, 2022

R-33-2022

ADOPTED this 1st day of March, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

ATTACHMENT 2

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 15kV Cable

Full Name of Bidder:

The Okonite Company
("Bidder")

Principal Office Address:

102 Hilltop Road
Ramsey, NJ 07446

Local Office Address:

2820 White Oak Circle
Suite 106
Aurora, IL 60502

Contact Name: Nick Koch Telephone: 630-961-3100 (office)

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

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

1. Proposal to Deliver Products.

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

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

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

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

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

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

2. Contract Price Proposal.

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

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

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

See pricing form in Attachment A.

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

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

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

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 34-36 Weeks 20 -
A.R.O.

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Seller shall and hereby agrees to indemnify, defend and save harmless the Buyer, its affiliates, its officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) that may arise, or alleged to have arisen, out of or in connection with the negligent acts or omissions, violation of law or regulation, or willful misconduct of Seller, its officers, agents and employees, in the performance of this order.

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

5. Firm Proposal.

All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 24 days after the date this sealed Contract/Bid is opened. Metals' escalation or de-escalation will be utilized. Copper base price for bids: \$5.35 per pound. All other manufacturing costs shall be fixed at the bid price. **NOTE: STAFF IS PLANNING TO PRESENT BIDS TO THE VILLAGE COUNCIL AT THE MARCH 1, 2022 REGULAR VILLAGE COUNCIL MEETING. ISSUANCE OF PURCHASE ORDER(S) WOULD FOLLOW NO LATER THAN MARCH 4, 2022.**

6. Bidder's Representations and Warranties.

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

A. The Products. The Products and all of their components will be of merchantable quality and, for a period of not less than one year after delivery (i) will be free from any latent or patent defects and flaws in workmanship, materials, and design, (ii) will strictly conform to the requirements of this Contract/Bid, including without limitation the performance standards set forth in Subsection 1B of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid and the warranties expressed herein will be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) or expressed or implied by law which are hereby reserved unto Owner.

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

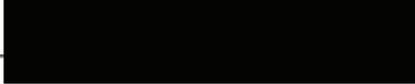
H. Governing Law. This Contract/Bid and all rights of the parties under this Contract/Bid will interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this 7th date of February 2022

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

Bidder's Name: The Okonite Company

Doing Business As (if different): —

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Nick Koch

Title/Position: Sr. Sales Rep.

Bidder's Business Address: 2280 White Oak Circle
Suite 106
Aurora, IL 60502

Bidder's Business Telephone: (630) 961-3100 Facsimile: (630) 961-3273

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

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 15 KV CABLE

Item	Size and Conductor	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Reel Lengths (ft.)
1.	1/0 A.W.G. Copper	1	Full	19	N/A	10,000	Nominal: 2,000 -5%, +5%
2.	1/0 A.W.G. Copper	3	Full	19	Triplex	6,500	Nominal: 1,250 -5%, +5%

- 1) Compressed stranding, strand filled per ICEA T-31-610.
- 2) Concentric copper neutral.
- 3) 220 mil insulation thickness.
- 4) Ethylene propylene rubber insulation (EPR).
- 5) Jacketed.
- 6) Drawing showing cable construction, tolerances and materials shall be submitted with the bid.
- 7) Cable shall be identified on the jacket in contrasting color with manufacturer's name, year of manufacture, type of insulation, conductor size and material, and sequential footage markings.
- 8) All cable ends shall be capped to prevent water entry.
- 9) Reel type shall be non-returnable with a maximum 84" diameter X 58" .
- 10) Reel coverings as shown below. Cable not shipped as shown will be rejected.
Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
- 11) Tolerance of cable lengths, -5%, +5%.
- 12) Cable shall be supplied to the stricter of AEIC and ICEA specifications except that AEIC Table E-1 shall be 5 picocoulombs at all voltages.
- 13) Cable shall be delivered on an open, flat bed truck. Reels shipped flat will be rejected.
- 14) Deliveries: Required 48 hours advance notification @ (847) 716-3556.
Receiving hours: Monday to Friday, 7:30am to 2:30pm.
Village of Winnetka Yards
1390 Willow Road
Winnetka, IL 60093
- 15) Approved cable manufacturers: General Cable, Okonite, Kerite and Prysmian.
- 16) Copper base price for bids: **\$5.35 per pound**. All other manufacturing costs shall be fixed at the bid price.

2) Worksheet

15kV Cable

Item	Description	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Unit Price (per ft.)	Lead Time (weeks)
1.	1/0 A.W.G Copper	1	Full	19	N/A	10,000	7.708	34-36
2.	1/0 A.W.G Copper	3	Full	19	Triplex	6,500	24.419	

___ Cable will be export packaged X Standard packaging, F.O.B. Winnetka

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY. ITEMS WILL BE EVALUATED AND AWARDED TO A SINGLE VENDOR.

MANUFACTURER (15KV CABLE): Okonite

TERMS: Net 30 Days

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

EXHIBIT A
Bid Tabulation and Cable Purchase Detail
RFB #022-012 15kV Cable

Bid Tabulation:

	Vendor
Item	The Okonite Co. <i>(Okonite)</i>
1/c 1/0 cable	\$7.708
3-1/c 1/0 cable	\$24.419

Lead time: 34-36 weeks

Cable Purchase Detail:

Item	Unit Price (\$/ft.)	Order Quantity	Shipping Length / Packaging	Extended Price
1/c 1/0 cable	\$7.7080	10,000	\$3,854.00	\$80,934.00
3-1/c 1/0 cable	\$24.4190	6,500	\$7,936.18	\$166,659.68

TOTAL: \$247,593.68



\$247,594



Agenda Item Executive Summary

Title: Resolution No. R-34-2022: Rejecting All Bids, Waiving Bidding Requirements, and Awarding a Contract to Wesco Distribution, Inc. for a 2500 kVA Pad Mount Transformer (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 03/01/22

Consent: YES NO

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

Item History:

On June 29, 2021, the Village Council approved Ordinance No. M-12-2021, approving an amendment to a special use permit and variations to New Trier High School for the replacement of their gymnasium, construction of an addition to the school building, and parking lot improvements.

Executive Summary:

On February 16, 2021, the New Trier High Board of Education (District No. 203) approved construction of a new gymnasium at the New Trier East Campus. The existing 1928 built Gates Gymnasium is being razed and replaced with a new three-story building with an indoor track, classrooms, workout space and a gymnasium.

Based on the engineering design of the new facilities, the Water & Electric Department will need to replace one of the existing transformers at the school with a larger unit to serve the new electrical load. The 2500 kVA pad-mount transformer required for the project has an extended manufacturing lead time. New Trier has requested that the Village proceed with ordering the equipment to support their project schedule and has provided a Notice to Proceed (Exhibit A), which confirms their commitment to reimburse the Village for the equipment cost.

The Water & Electric Department issued Bid #022-010 for the purchase of one 2500 kVA pad-mount transformer. The bid notice was posted to the on-line bidding service Demand Star. Two vendor submitted the following bids.

Wesco (ABB): \$75,906.00 lead-time 50-52 weeks

Weg (Weg): \$74,906.00 lead-time 84-86 weeks

Both bidders were considered "non-responsive". The bid document specified that bidders provide a firm unit price for the specified transformer. Due to the extended lead times and market uncertainty, the manufacturers took exception to firm price requirement and included a price adjustment clause and/or escalation policy.

Executive Summary (continued):

From a technical perspective, both units were acceptable. Weg bid a unit manufactured by their company. Wesco bid a unit manufactured by ABB.

In accordance with Resolution No. R-93-2021: Establishing Rates and Fees Related to Utility Service, New Trier will be responsible for all costs associated with the utility work, which includes the pad mount transformer, required to serve the new gymnasium. As such, staff shared the bid results and the escalation policies with NTHS staff. NTHS has requested that the Village proceed with ordering the unit bid by Wesco. NTHS is aware of the Price Adjustment Policy in the bid and understands that any increased cost for the transformer will be assessed to their project. Although the unit bid by Wesco is \$900 more than the Weg bid, NTHS is requesting this unit due to the 34 week shorter lead time.

Based on lead time, the transformer will arrive in 2023. The transformer purchase and corresponding reimbursement from NTHS will be accrued during the Fiscal Year 2023 budget.

Resolution No. R-34-2022, prepared by the Village Attorney, rejects all bids, waives bidding requirements and awards a contract to Wesco for the purchase of a 2500 kVA pad mount transformer in an amount of \$75,906, subject to a price adjustment per the contract terms.

Recommendation:

Consider adoption of Resolution No. R-34-2022: Rejecting all Bids, Waiving Bidding Requirements and Awarding a Contract to Wesco for the Purchase of a 2500 kVA Pad /mount Transformer, in an amount of \$75,906, subject to a price adjustment per the contract terms.

Attachments:

1. Resolution No. R-34-2022: Rejecting all Bids, Waiving Bidding Requirements and Awarding a Contract to Wesco Distribution, Inc. for a 2500 kVA Pad Mount Transformer (Adoption)
2. Price Adjustment Clause
3. Notice to Proceed with New Trier 2500 kVA Transformer

ATTACHMENT 1

RESOLUTION NO. R-34-2022

**A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS,
AND AWARDING A CONTRACT TO WESCO DISTRIBUTION, INC.
FOR A 2500 KVA PAD MOUNT TRANSFORMER**

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 January 19, 2022, the Village issued Request for Bid #022-010 ("**Requests for Bids**") for the purchase of a 2500 kVA Pad Mount Transformer ("**Transformer**"); and

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

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

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

WHEREAS, the Village negotiated a favorable rate and reasonable contract terms from Wesco Distribution, Inc. ("**Wesco**") for the purchase of the Transformer; and

WHEREAS, the Village Council desires to enter into a contract with Wesco for the Village to purchase the Transformer from Wesco in an amount set to \$75,906.00, but subject to a price adjustment pursuant to the terms described in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("**Contract**"); and

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

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

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.

March 1, 2022

R-34-2022

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

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

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

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

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

ADOPTED this 1st day of March, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 2500KVA 480.277 THREE PHASE PAD MOUNT TRANSFORMER

Full Name of Bidder:

WESCO DIST INC
("Bidder")

Principal Office Address:

2401 INTERNATIONAL PKWY
WOODBRIDGE, IL 60517

Local Office Address:

Contact Name: MATT BOGGS Telephone: 

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

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

1. Proposal to Deliver Products.

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

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

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

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

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

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

2. Contract Price Proposal.

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

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
1	2500KVA TRANS	See pricing form in Attachment A.	75,906 ⁰⁰	75,906 ⁰⁰ ★

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

See pricing form in Attachment A.

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

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

★ SEE PRICING ATTACHMENT

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

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 50-52 WKS, 20 .

4. Financial Assurance.

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

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

5. Firm Proposal.

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

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 15th date of FEBRUARY 2022

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

Bidder's Name: WESCO DIST INC

Doing Business As (if different): WESCO

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE) Printed Name: MATT BOGGS
Title/Position: ACCOUNT REP

Bidder's Business Address: 2401 INTERNATIONALE PKWY
WOODRIDGE, IL 60517

Bidder's Business Telephone:  Facsimile: ()

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

JOHN ENGEL	PRESIDENT	
DAVID SCHULTZ	CFO	
CHRIS WOLF	VP, HR OFFICER	

ATTACHMENT A: SPECIFICATIONS

SPECIFICATIONS

1. SCOPE

- a. The three-phase pad-mount transformer design is the basis for this specification.
- b. This specification together with the applicable Transformer Data Sheet provides the technical requirements for the design, manufacture and testing of three-phase pad mounted transformers.
- c. This specification covers only the general requirements of the transformer.
- d. The electrical characteristics and mechanical features of three-phase dead front, FR3 oil immersed, self-cooled pad-mount, compartmental-type distribution transformers have the following ranges:
 - I. 2500 KVA
 - II. 65° C rise
 - III. 60 Hertz
 - IV. High Voltage: 12.47 Delta
 - V. High Voltage BIL : 95kV
 - VI. Low Voltage : 480/277V

2. CODES AND STANDARDS

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

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

3. QUALITY ASSURANCE

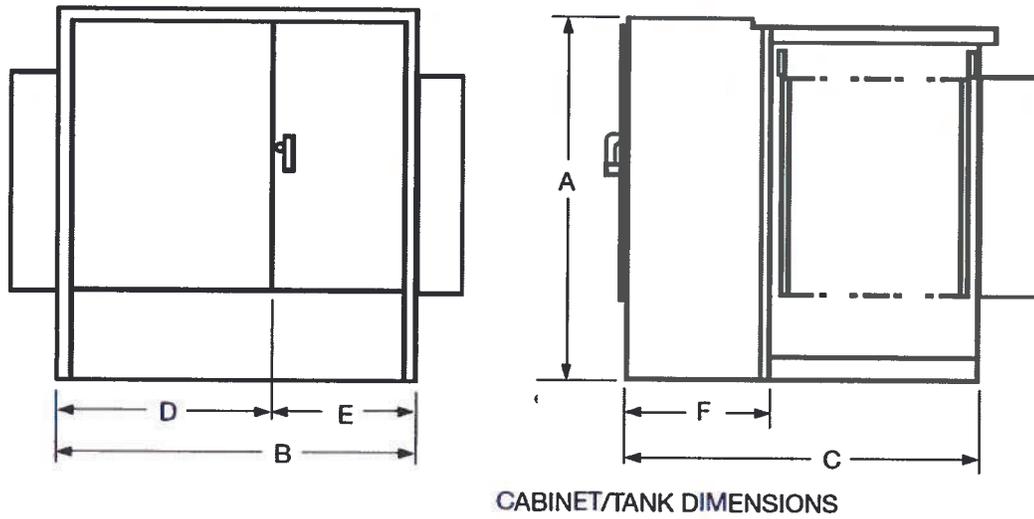
- a. Only approved manufacturer listed below:
 - I. ABB
 - II. Central Maloney
 - III. Cooper
 - IV. ERMCO
 - V. General Electric
 - VI. Pauwels

4. TRANSFORMER TECHNICAL REQUIREMENT

- a. Winding Characteristics
 - i. All windings and internal connections shall be copper or aluminum.
 - ii. The transformer shall be designed and constructed to withstand the external short-circuits, as defined by IEEE C57.12.00.
 - iii. Evidence of compliance to these short-circuit requirements as required in C57.12.00 and C57.12.90 shall be submitted to the Village of Winnetka/Director of Water & Electric upon request.
 - iv. The transformer design shall be capable of operating above rated voltage or below rated frequency in accordance with IEEE C57.12.00.
 - v. The impedance shall be as specified on the Transformer Data Sheet. IEEE tolerance shall apply.
 - vi. Amorphous core shall NOT be included in the bid.
- b. HV Compartment
 - i. The transformer shall be furnished with a high voltage compartment located on the left with a v-arrangement and dimensions as per Figure 2.
 - ii. The high voltage compartment shall be furnished with 200 amp universal bushing wells and 200 amp bushing inserts.
 - iii. A parking stand between the bushing wells shall be provided for attachment of bushing accessories, as per Figure 2.
 - iv. A quantity of three(3), three-phase load break switches mounted above bushing wells, with a minimum 200 amp current rating to disconnect bushing and transformer from internal bushing work, as per Figure 4;
 - i. Line Switch A for H1A, H2A, H3A
 - ii. Line Switch B for H1B, H2B, H3B
 - iii. Xrmr Switch

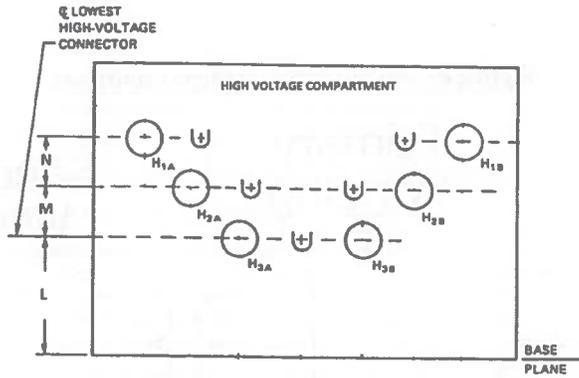
- c. LV Compartment
 - I. The transformer shall be furnished with a low voltage compartment and shall house the LV connections in the form of **12-hole NEMA spades** mounted on threaded copper studs (as per IEEE C57.12.34).
 - II. Bushings shall have insulating supports to roof of transformer.
 - III. **Staggered** Low-Voltage terminal arrangement as per **Figure 3**.
- d. Cabinet
 - I. Tamper resistance shall be enhanced by continuous steel baffling on all edges of the hood and sill without the use of welded or bolted on parts.
 - II. Dimension of cabinet shall be constructed as per **Figure 1**.
 - III. Designed to meet NEMA TR -2013 Audible Sound Levels
- e. Insulating Fluid
 - I. The insulating fluid shall be **FR3 or equivalent**.
 - II. The transformer insulating fluid shall be certified to contain no detectable PCB's (<1 PPM) at the time of shipment and the nameplate shall be so labeled.
 - III. Non-P.C.B. sticker shall be mounted in LV compartment.
- f. Tank Design
 - I. Tanks shall be constructed of heavy gauge steel with welded seams, IEEE C57.13.26.
 - II. Tank design shall include sufficient expansion volume to allow operation under specified load conditions.
 - III. Lifting provisions shall be provided at two or four points on the tank depending on size
 - IV. Vendor shall provide dimension of tank to be constructed, as per bid submittal.
- g. Cooling System
 - I. The transformer shall be self-cooled
- h. Grounding Provisions
 - I. All non-energized metallic components of the transformer shall be grounded.
 - II. Tank grounding provisions shall consist of two ground pads.
 - III. Ground pads shall be per IEEE standards.
- i. Nameplates
 - I. Transformer shall be furnished with a non-corrosive diagrammatic nameplate, permanently attached with non-corrosive hardware. The diagrammatic nameplate shall include the name of the manufacturer of the equipment as well as the location where the transformer was manufactured and tested.
 - II. The nameplate shall contain all connection and rating information in accordance with IEEE C57.12.00 nameplate A, plus the type and quantity of fluid, and the date of manufacture.
- j. Exterior Finish
 - I. The transformer painting system shall be in compliance with IEEE C57.12.28. The finish shall be Munsell No. 7GY/3.2/1.5.green
- k. Reference Drawings:

FIGURE #1 – EXTERIOR DIMENSIONS



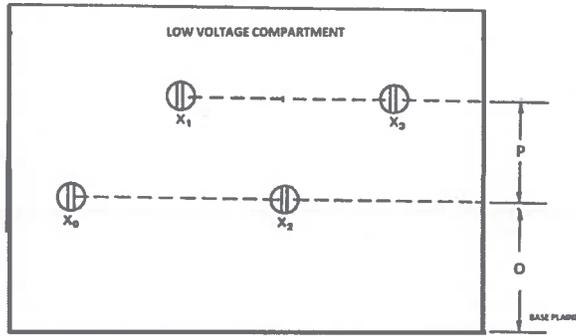
Exterior Dimension	
Dimension	Measurement (inches)
A	TBD BY OEM
B	~79
C	TBD BY OEM
D	~34
E	~45
F	~24

FIGURE # 2- HIGH VOLTAGE COMPARTMENT



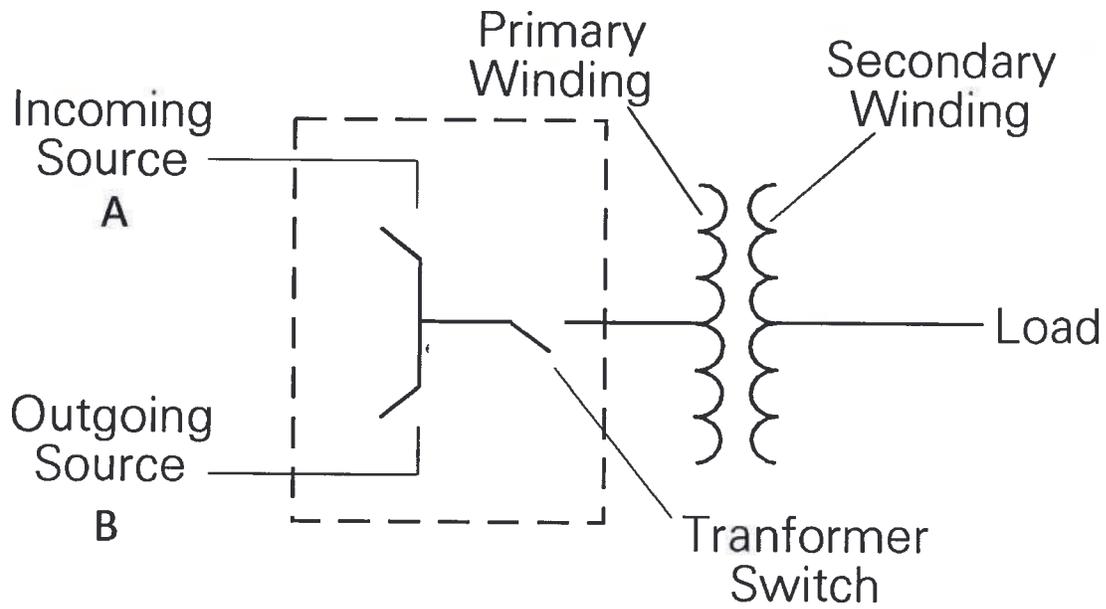
High Voltage Compartment Dimension	
Dimension	Measurement (inches)
L	28
M	6
N	6

FIGURE #3 – LOW VOLTAGE COMPARTMENT



Low Voltage Compartment Dimension	
Dimension	Measurement (inches)
O	45
P	7

Figure 4: Single Line of internal switches



5. TEST

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

6. FEATURES

The transformer shall be equipped with a complete set of standard features, including.

- a. High and low voltage cabinet doors, swinging from inside to outside
- b. A recessed locking assembly with padlock provisions and penta-head locking bolt for tamper-resistant operation.
- c. Oil level/fill plug.
- d. Dial-type thermometer
- e. Automatic pressure relief device (Self-actuating with indicator).
- f. Oil drain plug.
- g. Meet NEMA TR -2013 Audible Sound Levels
- h. A removable front sill that latches with the hood and is internally bolted to the front of the tank.
- i. Cabinet compartment security shall comply with the locking and tamper test provisions of IEEE C57.12.28.
- j. NEMA safety labels.
- k. High voltage 200 amp dead front universal bushing wells with 200 amp bushing inserts.
- l. Low voltage 12-hole NEMA spades mounted on threaded copper studs.
- m. Lightning Protection
 - a. Oil immersed lightning arrestors, suitable for use on 12.47kV-Wye ground system
- n. Overcurrent protection
 - a. Internal oil-immersed weak link expulsion fuse

7. DOCUMENTATION

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

8. PARTS

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

Pad-mount Transformer Data Sheet

<u>3 Phase KVA Rating:</u>	2500
<u>Frequency (Hz):</u>	60Hz
<u>Standard % Impedance:</u>	5.75 %
<u>Temperature Rise (Over 30°C ambient):</u>	65° C
<u>Primary Coil Voltage (kV):</u>	12.47kV Delta
<u>Primary Termination:</u>	200 amp bushing inserts
<u>Feed:</u>	Loop
<u>Primary Taps:</u>	None
<u>Primary BIL (kV):</u>	95
<u>Secondary Coil Voltage (V):</u>	480/277V Wye
<u>Secondary Termination:</u>	12-hole NEMA spades
<u>Insulating Fluid:</u>	FR3 or equivalent fluid

Other Special Instructions:

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

BID SUBMITTAL

Vendor: WESCO DIST
 Address: 240 INTERNATIONAL AVE #100
WOODRIDGE, IL 60517
 Email: mbeggs@wesco.com
 Phone: [REDACTED]
 Transformer: ABB/HITACHI

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
<u>2500</u>	<u>1</u>	<u>75,906*</u>	<u>2,394 KW</u>	<u>16,000 KW</u>	<u>50-52 WKS</u>

Weight (lbs) 12,978

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

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

** SEE ATTACHMENT*



WESCO[®]
ENGLEWOOD ELECTRIC

JAN 1, 2022

RFB 022-010

PRICE ADJUSTMENT CLAUSE

- Price Adjustment Clause

Due to extended delivery dates for 1ph & 3ph transformers, pricing is not held constant between order placement and shipment. The price may be adjusted per the price adjustment clause described below up to 3 months prior to shipment.

A weighted combination of the following indices will be used for price adjustments:

- Core Steel – Hitachi Energy Index - Weighted 22%*
- Aluminum - PPI WPU102501 - Weighted 7%*
- Copper - PPI WPU102502 - Weighted 5%*
- Oil PPI - WPU057604 - Weighted 10%*
- Fab Steel - PPI WPU101703 - Weighted 11%*
- Labor - CEU3133500008 - Weighted 35%*

Should the specified indices be discontinued, proper indices shall be submitted by mutual agreement of both parties.

The Index Baseline will be January 2022.

If the percentage change is less than +/- 2%, then no change will apply.

Both the Buyer and Seller recognize this is a proxy for commodity adjustment and if actual cost varies using this method, then a conversation may be held to discuss corrections.

ATTACHMENT 3

NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT 203



To commit minds to inquiry, hearts to compassion, and lives to the service of humanity.®

To: Brian Keys
From: Chris Johnson
Date: February 17, 2022
Subject: Notice to Proceed with New Trier 2500 kVA Transformer

Please proceed with the purchase of the 2500kVA transformer required to increase the capacity of service. New Trier High School (NTHS) will be responsible for the cost of this equipment even if NTHS changes the need for this equipment.

This equipment will be installed in the area that NTHS has already granted easement rights to the Village of Winnetka (VOW) in a previous Inter-Governmental Agreement. NTHS will provide additional permissions as needed to install and maintain the equipment once the design is further developed. The requested equipment is for the sole benefit of NTHS, as such, all of the costs by the VOW will be at New Trier's sole expense. We elect to procure the Wesco transformer at the cost of \$75,906.00 because the lead time for the WEG transformer does not meet our schedule. Actual cost will be invoiced to NTHS once the equipment has been delivered to the VOW.





Agenda Item Executive Summary

Title: Resolution No. R-35-2022: Authorizing a Purchase Order for the Commercial District Floral Program (Adoption)

Presenter: Andrew Lueck, Village Forester

Agenda Date: 03/01/2022

Consent: YES NO

Ordinance
 Resolution
 Bid Authorization/Award
 Policy Direction
 Informational Only

Item History:

The FY 2022 budget includes \$60,000 in account #100.35.26-545 for the commercial district floral program.

Executive Summary:

In the summer of 2018, staff bid the multi-year downtown floral contract (2019-2021) with the option of two, one-year extensions based on performance. The annual contractual cost includes summer baskets and planters, winter planters and maintenance. The Village entered into a three-year contract with Christy Webber Landscapes for the Commercial District Floral Program for an amount not to exceed \$35,570.00.

The scope of the floral program increased in 2021, with additional ground planters added as part of streetscape construction in 2020 and 2021. The planters included both summer and winter decor and maintenance. This increased the cost of the annual program to \$59,023 in 2021 and \$59,749 in 2022. Village Council approved the amended floral contract through Resolution No. R-22-2021 on February 16, 2021.

Christy Webber completed work under the first three years of the contract in a satisfactory manner. Therefore, staff recommends exercising the option to extend the contract with Christy Webber into 2022, with the option for the Village Manager to extend the contract into 2023. Staff will evaluate the performance of Christy Webber at the end of 2022 and determine if an extension into 2023 is advisable.

Recommendation:

Consider adoption of Resolution No. R-35-2022, authorizing the Village Manager to issue a purchase order to Christy Webber Landscapes to complete the 2022 and 2023 Business District Floral Program for an amount not to exceed \$60,000 per year.

Attachments:

1. Resolution No. R-35-2022: Authorizing an Extension of the Agreement with Christy Webber & Company for the Commercial District Floral Program
2. 2022 Hanging Baskets and Ground Planters Proposal

ATTACHMENT 1

RESOLUTION NO. R-35-2022

**A RESOLUTION AUTHORIZING AN EXTENSION OF THE AGREEMENT
WITH CHRISTY WEBBER & COMPANY
FOR THE COMMERCIAL DISTRICT FLORAL PROGRAM**

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, in 2019, the Village entered into a three-year agreement ("**Agreement**") with Christy Webber & Company d/b/a Christy Webber Landscapes ("**Contractor**") for the maintenance of floral hanging baskets and ground planters in the Village's commercial districts ("**Work**"); and

WHEREAS, Contractor has done a satisfactory job performing the Work; and

WHEREAS, the Agreement provided the Village two options to extend the term of the Agreement for additional one-year terms upon the terms set forth on the Agreement; and

WHEREAS, the Village Council desires to exercise the Village's option to extend the term of the Agreement for an additional year ("**Extension**"); and

WHEREAS, the Village has budgeted sufficient funds for the Work to be performed during the Extension; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to authorize the Extension;

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 EXTENSION. The Village Council hereby approves the Extension of the Agreement for an additional year.

SECTION 3: AUTHORIZATION TO EXECUTE EXTENSION. The Village Council hereby authorizes and directs the Village President, Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, any documents necessary to effectuate the Extension.

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]

March 1, 2022

R-35-2022

ADOPTED this 1st day of March, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

Proposal



www.christywebber.com

Estimator: Ben Ubben
 Phone: (773) 533-0477

ATTACHMENT 2

Proposal: BU22023

Date: 1/7/2022

Client Info:
Client Name: Village of Winnetka Client Contact: Andrew Lueck Site Address: 1390 Willow Rd Winnetka

Scope of Work

2022 Hanging Baskets and Ground Planters

Description of Services	Quantity	UOM	Extended Price
<u>Summer Commercial District Planters and Hanging Baskets</u>			
Ground Planters	21.0	EA	\$2,310.00
Street-scape Ground Planters (Chestnut and Lincoln)	38.0	EA	\$5,700.00
Hanging Baskets	106.0	EA	\$10,388.00
8 Additional Chestnut Street-scape Ground Planters	8.0	EA	\$1,200.00
Planter and Hanging Basket Watering and Maintenance/Month	5.0	EA	\$22,315.00

Winter Commercial District Planters

Ground Planters	\$275.00	10.0	EA	\$2,750.00
New Streetscape Ground Planters (Chestnut and Lincoln)	\$295.00	38.0	EA	\$11,210.00
8 Additional Chestnut Street-scape Ground Planters	\$295.00	8.0	EA	\$2,360.00
Planter Maintenance x 2 Months <small>(removal of dead/damaged materials, adjustments to display, and removal of debris)</small>	\$435.00	2.0	EA	\$870.00

Additional Labor \$40.00/hour

Total: \$ 59,103.00

TERMS AND CONDITIONS

TIME:

This estimate is based on the use of 1 crew. Crew size may vary depending on the task but this will NOT change the estimate total. If more or less days are worked the total estimate will remain the same.

WEATHER:

Weather is always a factor to be considered by Christy Webber Landscapes & their subcontractors. As a result, weather conditions may affect the schedule/progress of any job throughout the season. Christy Webber Landscapes will do their best to inform you of any changes, but please be aware that weather may conflict with any deadline.

WATERING: ALL plants need water! Please take responsibility for watering your plants DURING & AFTER installation. A plant's success is most frequently attributed to the provision of water. Not watering your plants will invalidate your guarantee (guarantee details below). Checking both the plants AND soil on a regular basis THROUGHOUT the season, even if you have an irrigation system, will help you know whether they are too dry OR even too wet. A plant care fact sheet is also available from Christy Webber Landscapes that offers tips for watering and general care

Proposal



www.christywebber.com

(see www.christywebber.com)

CONTRACT TERMS:

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon accidents, delays, or product unavailability beyond our control. We reserve the right to make necessary substitutions.

LIMITED GUARANTEE:

No adjustments or replacements will be made until the agreed-upon contract is paid in full. Due to their delicate nature, there are NO guarantees on transplanted material, perennials, boxwoods, rhododendrons, hollies, ground cover, roses, annuals, indoor plants or sod. All other plant material provided by us shall be replaced only if the plant material or our planting method is found to be defective within one (1) year of the contract date. No guarantee on replacements. All hardscape material purchased and installed by Christy Webber Landscapes will be guaranteed for three (3) years from the date of installation. All carpentry work completed by Christy Webber Landscapes will be guaranteed for one (1) year from date of installation. This guarantee covers installation or product defects only; it does not include damage from misuse or acts of nature. Failure to make payment according to the terms of this contract shall invalidate any warranty.

PAYMENT TERMS:

DOWN PAYMENT is due upon contract acceptance, in the amount of \$_____ An additional \$_____ will be due at 50% completion. Payment of the balance due shall be made within 10 days of completion. Payments may be made by VISA, MasterCard, or check. Late payments of the balance will result in a 1.5% late charge (18% annually) assessed monthly until paid in full. At our discretion, based upon the size of the contract and the duration of the project, you may receive a progress billing at 75% completion of the project. A final billing will be made at completion of the project. Payment of the balance due shall be made within 10 days of completion.

ACCEPTANCE OF PROPOSAL:

The proposed prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment shall be made as outlined above. In the event of a default of payment, I shall be liable for your reasonable attorney fees and court costs incident to collection of any unpaid balances. This proposal may be withdrawn by C.W.L. if not accepted within 20 days.

BY SIGNING BELOW, THIS ESTIMATE SERVES AS MY CONTRACT:

Owner/Authorized Agent Signature: _____ Date: _____

Christy Webber & Co. Signature: _____ Date: _____

To make a payment, please visit <https://www.christywebber.com/pay-invoice-cwl>

or contact Accounting directly at 773-533-0477, extension 1286

Credit Card information to be faxed to secure line- 773-533-0670



Agenda Item Executive Summary

Title: Resolution No. R-37-2022: Approving Agreement with Thelen Sand & Gravel for Landscape Yard Waste Removal Services (Adoption)

Presenter: Giovanni McLean, Director of Public Works

Agenda Date: 03/01/2022

Consent: YES NO

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

Item History:

The Refuse Fund FY2022 budget contains \$109,900 (Account #560.80.01-587) for landscape waste disposal.

Under State of Illinois law, yard waste may no longer be disposed of in landfills, but must be composted. The Village of Winnetka maintains a landscape waste transfer station at the Village's closed landfill at 1390 Willow Road. Operationally, the Village collects the landscape yard waste with its refuse collectors and deposits it at the transfer site on the landfill.

Executive Summary:

On January 11, 2022, the Village issued a Request For Bid (RFB) #022-007 for the landscape yard waste removal services. The bid was posted to the on-line bidding service Demand Star. The bidders were required to provide a contract bond and the successful bidder will be required to provide a performance bond.

The bid scope included transportation and disposal services for landscaping yard waste collected by the Village of Winnetka refuse collection operations. The awarded contractor is also responsible for making available 500 cubic yards of horticultural grade screen compost for Village residents at the Municipal Yards.

The bid deadline was February 9, 2022, the Village only received one bid. Thelen Sand & Gravel of Antioch, IL submitted a contract price of \$6.85 per cubic yard. The contract term is for three years with an optional renewal term of two additional years.

Over the past fifteen years, the Village has utilized Thelen Sand & Gravel of Antioch, IL for yard waste removal services. The operation has been reliable and consistent throughout that period.

The five-year average annual expenditure was approximately \$81,755, and staff estimates similar expenditure for CY2022.

Recommendation:

Consider adopting Resolution No. R-37-2022: Approving an Agreement with Thelen Sand & Gravel for Yard Waste Removal Services, and authorize the Village Manager to execute the renewal option.

Attachments:

1. Resolution No. R-37-202: Approving an Agreement with Thelen Sand and Gravel, Inc for Landscape Yard Waste Removal Services

ATTACHMENT 1

RESOLUTION NO. R-37-2022

A RESOLUTION APPROVING AN AGREEMENT WITH THELEN SAND AND GRAVEL, INC. FOR LANDSCAPE YARD WASTE REMOVAL SERVICES

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, the Village desires to obtain landscape yard waste removal services, including the transportation and disposal of yard waste collected by the Village Public Works Department and the provision horticultural grade compost space at the Village’s Municipal Yards (collectively, the “*Services*”); and

WHEREAS, the Village issued Bid #022-007 (“*Request for Bids*”) for the provision of the Services; and

WHEREAS, the Village received one bid (“*Bid*”) to provide the Services and opened the Bid on February 9, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Thelen Sand and Gravel, Inc. (“*Contractor*”) is the lowest responsive and responsible bidder to provide the Services; and

WHEREAS, the Village Council desires to enter into an agreement with Contractor for provision of the Services (“*Agreement*”), and to authorize the Village Manager to execute a two-year renewal option as provided in the Agreement attached to and, by this reference, made a part of this Resolution as **Exhibit A** (“*Renewal Option*”); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement with Contractor and authorize the Village Manager to execute the Renewal Option;

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

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

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement with Contractor in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from

March 1, 2022

R-37-2022

Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

SECTION 4: AUTHORIZATION TO RENEWAL OPTION. The Village Council hereby authorizes the Village Manager to execute, on behalf of the Village, a Renewal Option if (a) the Village Manager determines, in their discretion, that the Renewal Option is favorable to the Village; and (b) the Renewal Option is substantially similar to the Renewal Option in the Agreement attached to this Resolution. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any Renewal Option.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 1st day of March, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

VILLAGE OF WINNETKA
REQUEST FOR CONTRACT PROPOSALS
AND CONTRACT

RFB #022-007

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **Yard Waste Hauling Services**

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **11:00 AM** (local time), **Wednesday, February 9, 2022**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference
None.

Inspection and Examination

Each bidder shall, before submitting its contract proposal, carefully examine the Contract form attached to this Request. Each bidder also shall inspect in detail the Work Site described in the Contract form and the surrounding area and shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Contract; and with all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground, and other concealed conditions. The bidder whose contract proposal is accepted will be responsible for all errors in its contract proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Contract form or the conditions of the Work Site and the surrounding area.

Preparation of Contract Proposals

All contract proposals for the Work shall be made only on the Contract form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract form. All contract proposals must be dated and must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Bids, contact **Anthony Vasquez, Assistant Finance Director** via email only at avasquez@winnetka.org no later than **February 2, 2022**.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Contract proposals may be delivered

by mail or in person. Contract proposals received after the time specified above will be returned unopened.

Opening of Contract Proposals

Contract proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents and interested parties are invited to be present.

Withdrawal of Contract Proposals

No contract proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Contract Proposals

Contract proposals that are not submitted on the Contract form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Contract Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner may accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposal process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their contract proposals.

On acceptance of the successful Bidder's contract proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance, shall become the Contract for the Work.

DATED: January 11, 2022
Village of Winnetka

By: Anthony Vasquez
Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #022-007

CONTRACT FOR

Yard Waste Hauling Services

Full Name of Bidder Thelen Materials, LLC. ("Bidder")
 Principal Office Address 28957 W. IL. Route 173
 Local Office Address Antioch, IL 60002
 Contact Person Christen Daman Telephone Number 847-395-3313
daman@thelenmaterials.com

TO: Village of Winnetka ("Owner")
 510 Green Bay Road
 Winnetka, IL 60093
 Attention: Assistant Finance Director

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, 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 specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Yard Waste Hauling Services.**
2. Permits. 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 insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, 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.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the **specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachment A).** No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in 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 shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement, the **Village will not pay more than the line item prices as outlined in Attachment A.**

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; *and*
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

Invoice to Village upon Work completion. Payment upon acceptance by Village.

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by **March 14, 2025**.

4. Financial Assurance

A. Bonds. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10 percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide. Furthermore, the awarded bidder must furnish performance and payment bonds totaling

100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

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

2. Commercial Motor Vehicle Liability

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

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

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

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder 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 Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

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

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within **five** years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified

classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. **All work activities shall comply with the Prevailing Wage Act.**

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (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. Bidder is not 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 Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's

acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of 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 shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

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

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

Dated: January 26th, 2022

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

Bidder's Name: _____
Thelen Materials, LLC x LLC

Doing Business As (if different):

Signature of _____

(corporate seal) Printed Name: Christian T. Daman
(if corporation) Title/Position: V.P. of Sales

Bidder's Business Address:
28957 W. Dr. Route 173
Antioch, IL 60002

Bidder's Business Telephone: 847-395-3313 Facsimile: 847-395-3452

email: daman@thelenmaterials.com

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS

ATTACHMENT A: SPECIFICATIONS

Areas: Public Works Yards (1390 Willow Road).

Dates: Yard waste hauling services are to begin March 15, 2022 and to be completed by March 14, 2025.

Term: Yard waste hauling services are for a term of 3 years with an optional renewal term of 2 additional years.

The Village of Winnetka uses all prices and answers in the "Bidder Proposed to Furnish" section to evaluate successful bidders. The Village of Winnetka reserves the right to split the bid (use multiple vendors).

YARD WASTE HAULING SERVICES BID ITEMS:	
<p>Yard Waste Hauling Services:</p> <ul style="list-style-type: none"> • Contractor to haul yard waste on an annual basis from the Village's transfer site at 1390 Willow Road to location designated by contractor. • Contractor is responsible for disposition of yard waste. • Yard waste shall include leaves, grass, brush, pine trees, and tree limbs up to six (6) inches in diameter and any other yard waste materials that is collected from locations within the Village's corporate limits. • The Village shall load the contractor's equipment with yard waste using Village owned equipment and personnel. • In accordance with the IEPA, the contractor shall remove yard waste from the transfer site in a timely manner, but no longer than five (5) business days. • The contractor shall also make up to 500 cubic yards of horticultural grade screened compost available for Village residents at the Public Works Yards each year during the term of this agreement. 	
COST PER CUBIC-YARD OF MATERIAL	\$ <u>6.85</u> yd

1) TERMS:

This price will be in effect for thirty-six (36) months, with an option for an additional two-year period. Upon mutual agreement, the Village of Winnetka and Theken Materials, LLC may extend the contract at any time, (automatically renewed annually) but may be canceled by either party at any time by giving sixty (60) days written notice sent by registered mail, prior to date of termination. Payment is to be made monthly, due and payable within thirty days of receipt of invoice. The Village of Winnetka agrees to be responsible for payment and understands in the event of non-payment the Village of Winnetka will be responsible for any and all legal fees including attorneys and court costs. Theken Materials, LLC will provide specified services except when prevented by such emergencies as riots, strikes, accident, acts of God, or other circumstances beyond our control. Holidays are excluded, but may be serviced at an additional charge on a per request basis (i.e. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas).

END OF BID SPECIFICATIONS



JANUARY 25TH, 2021

ADDENDUM NO. 1
REQUEST FOR BIDS
YARD WASTE HAULING SERVICES
RFB #022-007
VILLAGE OF WINNETKA

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages.

- 1) Does the Village have an official record or an estimated average amount of cubic yards it will require to be disposed of per year?

Year	Average Volume (Cubic Yard)
2021	9,900
2020	10,220
2019	14,461
2018	13,721

- 2) Does the Village have a public record of the previous contract amount for this exact same contract available, unless this is the first time the Village has provided this contract opportunity?

There is no historic contracted amount with the current contactor because the volumes vary per year. The four-year average expense has been \$83,955 per year.

3) Is there a way to set up a date and time, in order to conduct a site survey of the Village Transfer site located at 1390 Willow Road?

A site survey/walk through can be coordinated by emailing Giovanni McLean at gmclean@winnetka.org

If you have any questions regarding Addendum #1, please contact me at (847)716-3504.

Anthony Vasquez
Assistant Finance Director

510 Green Bay Road, Winnetka, Illinois 60093



VILLAGE OF WINNETKA

Incorporated in 1869

JANUARY 28TH, 2021

**ADDENDUM NO. 3
REQUEST FOR BIDS
YARD WASTE HAULING SERVICES
RFB #022-007
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages.

1. Does the Village of Winnetka require all the landscape waste generated within this contract, including the annual Fall leaf season, be disposed of at an IEPA permitted landscape waste disposal facility?

Yes, the awarded contractor shall ensure that the yard waste is being disposed of properly and legally at an IEPA permitted landscape waste disposal site.

If you have any questions regarding Addendum #3, please contact me at (847)716-3504.

Anthony Vasquez
Assistant Finance Director

510 Green Bay Road, Winnetka, Illinois 60093



JANUARY 27TH, 2021

**ADDENDUM NO. 2
REQUEST FOR BIDS
YARD WASTE HAULING SERVICES
RFB #022-007
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages. The below Special Conditions will apply to the contract for this bid. Please use the revised bid documents which include this additional language starting on page 9.

SPECIAL CONDITIONS

- 1) **PREMISE:**
This agreement under which these contractual services are to be provided will be under the direct supervision of the Director of Public Works or authorized representatives. Any alterations or modifications of the work performed under this agreement shall be made only by written agreement between the Contractor and the Village and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.
- 2) **QUALIFICATIONS:**
Qualified vendors must have at least five years' experience in the areas of yard waste hauling services. Vendors shall provide with its quote, a list of at least three commercial or municipal references. The references shall be of similar or larger size contracts and are current customers or have been customers in the last three years. The references shall include the name, address and telephone number of the customer and the contact person for each job.
- 3) **CHANGES IN THE SCOPE OF THE CONTRACT:**
The Village may, by written order, make changes in the general scope of the contract and in the specifications. The contractor will be given as much advance notice as is practical when, for example, a section or location of the town may be added or deleted from the contract. If the changes so ordered cause an increase or decrease in the price

510 Green Bay Road, Winnetka, Illinois 60093

of the contract an equitable adjustment will be made and the contract will be modified accordingly. The Village of Winnetka shall have the right at its discretion to increase or decrease the total quantities of the contract by +/- 10% without a cause of change in proposed rates.

4) LIQUIDATED DAMAGE CLAUSE:

If at any time, the minimum tasks as outlined are not performed in accordance with the specifications, the amount of fee may be reduced by the amount equal to the costs associated with the Village seeking a secondary vendor to complete the tasks appropriately plus \$500 per calendar day. This amount will be deducted in the form of a liquidated damage and not as a penalty.

5) TERMINATION OF CONTRACT:

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event that sufficient funds to complete the contract are not appropriated by the Village Board of Trustees. The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event of default by the contractor. Default is defined as failure of the contractor to perform any provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated. The contractor shall be liable for any excess cost for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Agent that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the contractor.

6) SCOPE OF SERVICES:

The contractor shall become fully acquainted with the nature of the work, the areas at which work is to be accomplished, and the conditions affecting the cost and performance of the equipment necessary to complete the intent of waste hauling services in an acceptable manner in accordance with these specifications. The Village of Winnetka operates a transfer site located at its 1390 Willow Road location that is licensed through the IEPA. The contractor shall be responsible for hauling and removing yard waste from the transfer site to the contractor's location. The Village collects yard waste from locations within its corporate limits. Yard waste shall include leaves, grass, brush, pine trees, and tree limbs up to six (6) inches in diameter and any other yard waste materials. The Village shall load the contractor's equipment with yard waste using Village owned equipment and personnel. In accordance with the IEPA, the contractor shall remove yard waste from the transfer site in a timely manner, but no longer than five (5) business days. The contractor shall use practices and techniques that are consistent with industry standards and is solely responsible for the disposition of such yard waste.

The contractor shall also make up to 500 cubic yards of horticultural grade screened compost available for Village residents at the Public Works Yards each year during the term of this agreement.

7) WORK CREW SUPERVISION:

The Contractor shall provide a qualified driver in working under this agreement. The driver must be able to converse in the English language and shall be authorized by the Contractor to accept and act on directives from an authorized representative of the Village. Failure to do so shall be sufficient cause for the Village to give notice that the Contractor is in default of the agreement unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications. In the event only one person is assigned under this agreement, such person shall be considered the foreman and must meet the previously stated requirements. Except for emergencies, the same personnel shall perform the same work each day.

8) PROTECTION OF PUBLIC AND PRIVATE PROPERTY:

The Contractor shall exercise all necessary caution to protect pedestrian traffic and to protect all public and private property from injury or damage caused by the Contractor's operations.

- a. Any practice obviously hazardous in the opinion of an authorized Village representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.
- b. The Contractor shall comply with all OSHA and other Federal and State safety standards including Employee Right to Know Programs.
- c. Contractor shall 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 permission from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

9) LOCATION AND SCHEDULE OF WORK:

Work under the terms of these specifications will be conducted at the Village of Winnetka's Public Works Yards Facility located at 1390 Willow Road.

- a. The Contractor shall submit totals, in cubic yards, of yard waste collected on a monthly basis to the Director of Public Works.

10) MATERIALS AND EQUIPMENT:

- a. Village to furnish. In support of this agreement, the Village will supply the following at no cost to the Contractor:
 - i. Equipment to load contractor's vehicles.
 - ii. Personnel to operate equipment to load contractor's vehicles.
- b. Contractor to Furnish:
 - i. The Contractor shall provide at his sole expense all materials, equipment and supplies needed to complete the work with the exception of those

items being provided by the Village as itemized in paragraph (10a) above. The items to be furnished by the Contractor shall include but not be limited to the following:

- ii. All equipment necessary to complete described yard waste hauling services.
- iii. The Contractor shall provide to the Village a list for approval of any materials or equipment prior to any items being stored at the Public Works Facility.
- iv. A record of all Safety Data Sheets for those products and materials used or stored on Village property shall be maintained on-site at all times for public reference.
- v. All appropriate protective/safety equipment and clothing necessary for work crew members to perform tasks safely in compliance with federal and state regulations and product manufactures instructions.

11) DAMAGE TO THE WORK, THE WORK SITE, AND OTHER PROPERTY:

- a. The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, 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 shall 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 shall, 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 shall exist without regard to, and shall 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.

12) CLEANING STANDARDS AND WORKMANSHIP:

It is the intent of these specifications for the Contractor to provide a high level of service in the performance of yard waste hauling services and in the general interaction with the public at all times. The following statements indicate general standards and workmanship to be furnished under this agreement:

- a. The Contractor shall ensure that all work is performed in a safe and timely manner. Efforts will be made to ensure the least amount of impact to the surrounding businesses and the general public during operations.
- b. The Contractor will ensure that appropriate safety measures including signage and traffic control protection is used during the performance of landscaping maintenance activities.
- c. The contractor will ensure a timely responsiveness to all concerns and complaints that may be received by staff.

13) COMPLETION OF WORK

- a. Schedule: The Contractor shall perform his work in accordance with the schedules submitted to and as presented for proposed work. The schedule will indicate the day, date or period by which the scheduled task will be completed.
- b. Regular Reporting: It shall be the Contractor's responsibility to assign a full time Winnetka dedicated crew of sufficient manpower, skill diversity and experience to complete the assigned tasks irrespective of sickness, holidays, vacations or other personnel matters. The report will indicate the name of the Foreman and an alternate foreman of which will be assigned to oversee services and be on sight at all times. The Foreman shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Foreman will schedule and coordinate all services and functions as required by the agreement and as specified in the task schedule.

14) WORKING HOURS:

The Contractor shall schedule normal work activities, exclusive of Village holidays, during normal working hours 7:00AM to 3:30PM Monday thru Friday. Permission to work on weekends or during different times may be granted on a case by case basis if the Village deems it appropriate to ensure the work is completed in a timely manner and provides a benefit to the Village. The Contractor shall be available and provide a telephone number for 24 hour emergency call back for emergency situations.

15) SECURITY AND ACCESS:

The Contractor will be working in several areas which have limited access. All such areas shall be maintained in a secured condition at all times and these areas shall be cleaned and restored to their original condition immediately upon completing the required work.

16) CONTRACTOR ACCESS:

The Contractor shall be allowed access to designated public areas to perform the required work in accordance with the times set forth in paragraphs above. All activities of the Contractor will be coordinated through the Director of Public Works or his designee.

17) PERSONNEL REQUIREMENTS:

All employees assigned by the Contractor shall be fully capable, experienced, and trained in the work employed to perform. All employees assigned by the contractor shall comply fully with all State and Federal laws. They shall be physically able to do their work and be free from any communicable diseases. The Foreman shall be fluent in the English language

and be authorized by the Contractor to accept and act upon all directives issued by the Director of Public Works or his designee. The Contractor is responsible and liable for any wrongful actions of his employees.

18) SPECIAL AND UNFORESEEN WORK:

Due to the generalized nature of the work under this agreement, instances may occur where the Village desires to have additional landscaping installed beyond the original intent of this agreement. Payment for these services will be made based on the bid proposal hourly rate submitted to these specifications and any negotiations between the Contractor and the Director of Public Works or his designee, prior to the performance of the additional work.

END OF SPECIAL CONDITIONS

If you have any questions regarding Addendum #2, please contact me at (847)716-3504.

Anthony Vasquez
Assistant Finance Director

510 Green Bay Road, Winnetka, Illinois 60093

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Winnetka ("Owner") as of _____, 20__.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF WINNETKA

Signature: _____
Printed name: _____
Title: _____



Agenda Item Executive Summary

Title: Ordinance No. M-4-2022: 455 Linden Street - Variations & Certificate of Appropriateness (Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 03/01/2022

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

Consent: YES NO

Item History:

02/15/2021 - Village Council approved introduction of Ordinance No. M-4-2022, an Ordinance Granting Variations from the Winnetka Zoning Ordinance and a Certificate of Appropriateness for the Construction of a New Multi-Family Residential Building within the B-1 Multifamily Residential District (455 Linden Street)

Executive Summary:

On February 15, the Village Council discussed the application submitted by Linden Winnetka LLC, as the owner of the property located at 455 Linden Street, seeking approval of zoning variations and a certificate of appropriateness to allow construction of a new four-unit multi-family residential building with below grade structured parking. After discussing the proposed plan and the recommendations of approval by the Zoning Board of Appeals and the Design Review Board, the Council voted by a vote of 5 in favor and 1 opposed to approve introduction of Ordinance No. M-4-2022, granting the requested relief. The Council did ask the applicant at the next Council meeting to provide further information regarding landscaping for the project and more clear plans regarding the building design and materials.

The Applicant intends to present additional information at the Council meeting on March 1, 2022.

Staff sent an email to interested parties informing them that the Village Council is considering adoption of Ordinance No. M-4-2022 at the regular Village Council meeting on March 1, 2022.

Ordinance No. M-4-2022 is included as Attachment 1.

Recommendation:

The Council may wish to consider adoption of Ordinance No. M-4-2022.

Attachments:

1. Ordinance No. M-4-2022: Granting Variations from the Winnetka Zoning Ordinance and a Certificate of Appropriateness for the Construction of a New Multi-Family Residential Building within the B-1 Multifamily Residential District (455 Linden Street)

ATTACHMENT 1

ORDINANCE NO. M-4-2022

AN ORDINANCE GRANTING VARIATIONS FROM THE WINNETKA ZONING ORDINANCE AND A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF A NEW MULTI-FAMILY RESIDENTIAL BUILDING WITHIN THE B-1 MULTIFAMILY RESIDENTIAL DISTRICT (455 Linden Street)

WHEREAS, Linden Winnetka LLC, an Illinois limited liability company ("*Applicant*"), is the record title owner of the parcel of real property commonly known as 455 Linden 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 0.23 acres in size and is currently improved with a single-family residence, which has been converted into two residential units and a detached garage (collectively, "*Existing Buildings*"); and

WHEREAS, the Applicant desires to demolish the Existing Buildings and redevelop the Subject Property with a new, multifamily residential building ("*Proposed Improvements*"); and

WHEREAS, pursuant to Section 17.32.010.F of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), the Subject Property must have a roofed lot coverage of no more than 3,980.72 square feet; and

WHEREAS, pursuant to Section 17.32.010.H of the Zoning Ordinance, the Subject Property must have a corner yard setback of at least 19.53 feet; and

WHEREAS, pursuant to Section 17.32.010.I of the Zoning Ordinance, the Subject Property must have a side yard setback of at least 12 feet; and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for variations from: (i) Section 17.32.010.F of the Zoning Ordinance to permit a roofed lot coverage of 4,728.7 square feet; (ii) Section 17.32.010.H of the Zoning Ordinance to permit a corner yard setback of 16.36 feet; (iii) Section 17.32.010.I of the Zoning Ordinance to permit a side yard setback of 0.46 feet (collectively, the "*Variations*"); and (iv) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code ("*Certificate of Appropriateness*") (collectively, the "*Requested Relief*"); and

WHEREAS, on September 29, October 21, and November 18, 2021, after due notice thereof, the Winnetka Design Review Board conducted public hearings to consider the Certificate of Appropriateness for the Proposed Improvements; and

WHEREAS, on November 18, 2021, the Design Review Board, by a unanimous vote, recommended the Village Council of the Village of Winnetka approve the Certificate of Appropriateness; and

{00124829.2}
March 1, 2022

M-4-2022

WHEREAS, on January 10, 2022, after due notice thereof, the Zoning Board of Appeals (“**ZBA**”) conducted a public hearing on the Variations and, by a vote of six members in favor and none opposed, recommended that the Village Council approve the Variations; and

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

WHEREAS, the Village Council has determined that approval of the 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 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.H, and 17.32.010.I of the Zoning Ordinance to allow 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 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, 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 Filoramo Talsma Architecture, consisting of 17 sheets, with a latest revision date of December 7, 2021, copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

SECTION 5: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Clerk Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 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: 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 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.

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of _____, 2022.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ___ day of _____,
2022.

Introduced: February 15, 2022

Passed and Approved: _____, 2022

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 7 (EXCEPT THE EAST 60 FEET THEREOF) AND LOT 8 (EXCEPT THE EAST 60 FEET THEREOF AND EXCEPT THE NORTH 21.18 FEET THEREOF) IN THE SUBDIVISION OF BLOCK 36 IN WINNETKA, IN THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1893 AS DOCUMENT 1842994, IN COOK COUNTY, ILLINOIS.

Commonly known as 455 Linden Street, Winnetka, Illinois.

PIN: 05-20-218-017-0000

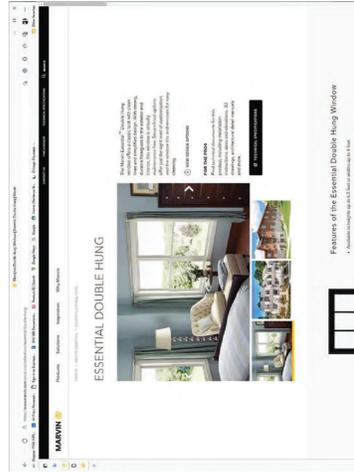
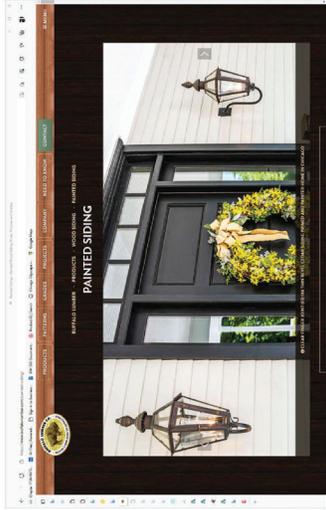
EXHIBIT B

PLANS

(SEE ATTACHED EXHIBIT B)



1 Wood Siding
6" x 1'-0"



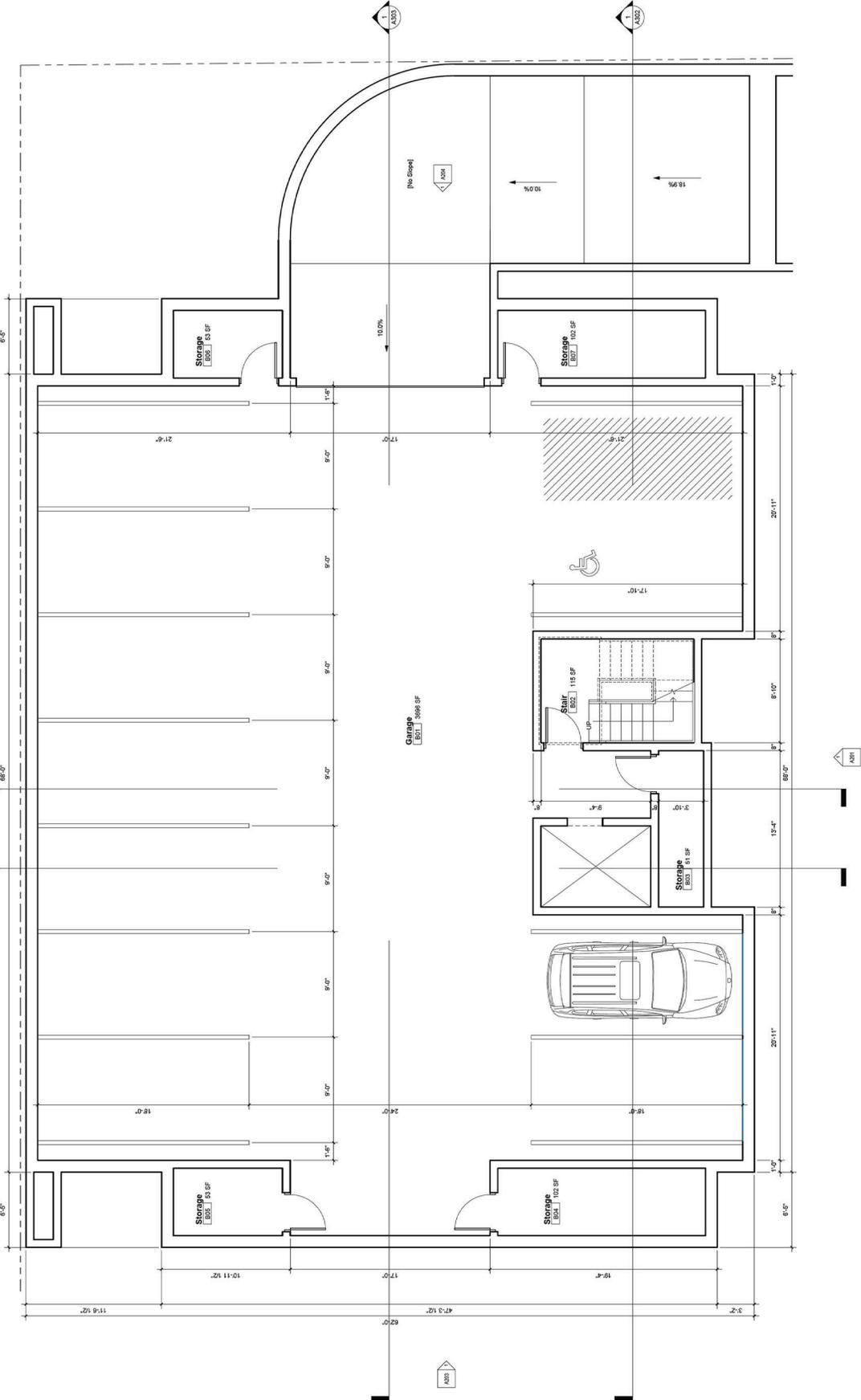
2 Windows
36" x 1'-0"

11/17/2021 Thursday, 12/20/2021 3:57:45 PM
11/17/21 Thursday, 12/20/2021 3:57:45 PM
ISSUE DATES

FIORAMONTA SIMA
ARCHITECTURE

1710 N. Elston Ave., #212, Chicago, IL 60642 info@fioramonta.com
FIORAMONTA SIMA ARCHITECTURE is a registered professional architectural firm in the State of Illinois. The firm is licensed under the Illinois Professional Architecture Act, Public Act 000-007, as amended. The firm's license number is 000-000-0000. The firm's principal office is located at 1710 N. Elston Ave., #212, Chicago, IL 60642. The firm's website is www.fioramonta.com. The firm's telephone number is (773) 327-4519. The firm's fax number is (773) 327-4520. The firm's email address is info@fioramonta.com. The firm's contact information is as follows: Name: FIORAMONTA SIMA ARCHITECTURE; Address: 1710 N. Elston Ave., #212, Chicago, IL 60642; Telephone: (773) 327-4519; Fax: (773) 327-4520; Email: info@fioramonta.com.

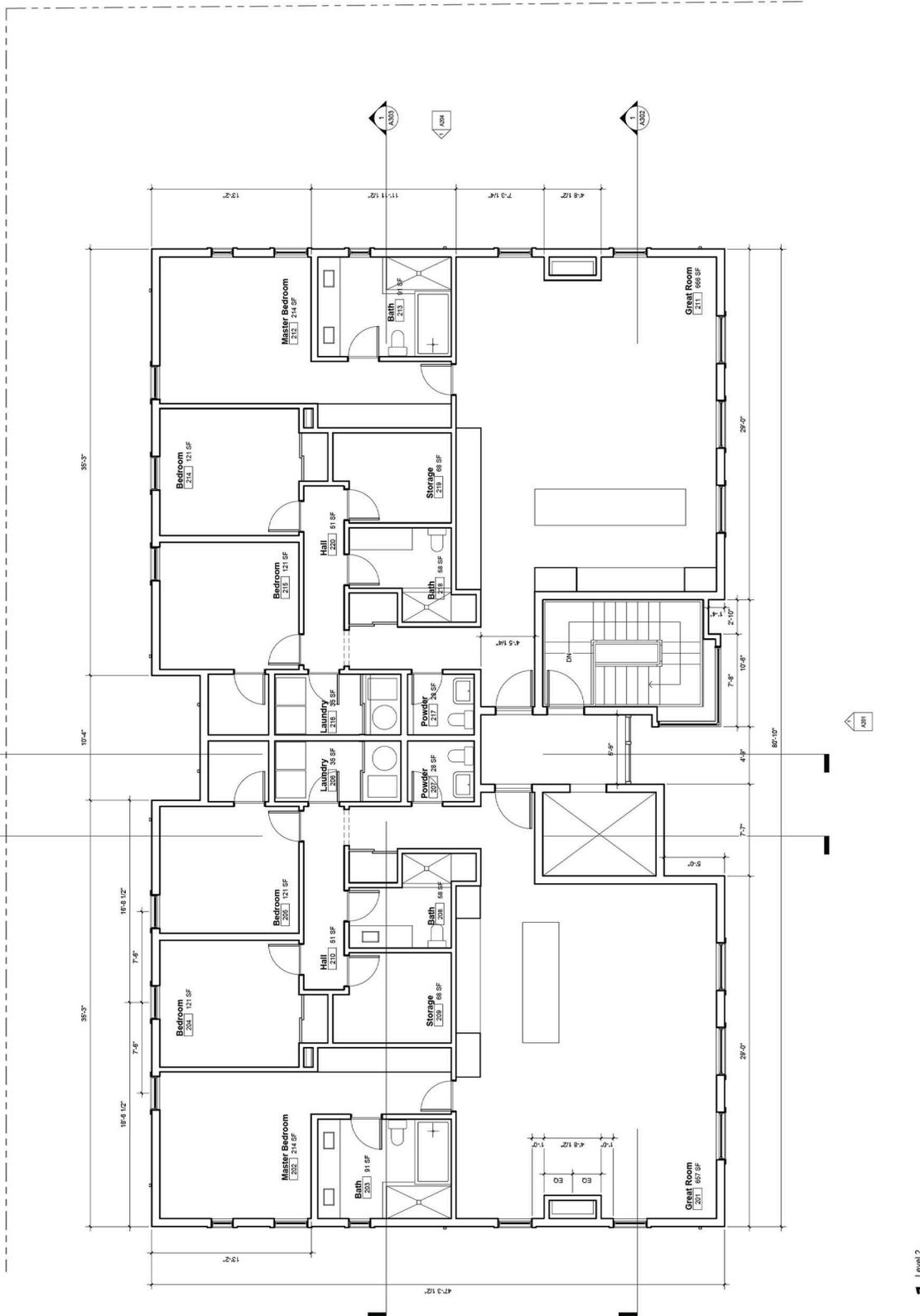
DATE: 11/17/21



1 Basement
1/4" = 1'-0"

11/17/21 11/17/21
 11/17/21 11/17/21
 ISSUE DATES
FIORANO TALSMA
 ARCHITECTS
 11761 Liberty Ave., #252, Chicago, IL 60642 info@fiorano.com
 773.462.1111
 www.fiorano.com
 Cherry / Linden Homes
 600 Linden Street, Westmont
 60178
 Date:

A100
 Basement Plan

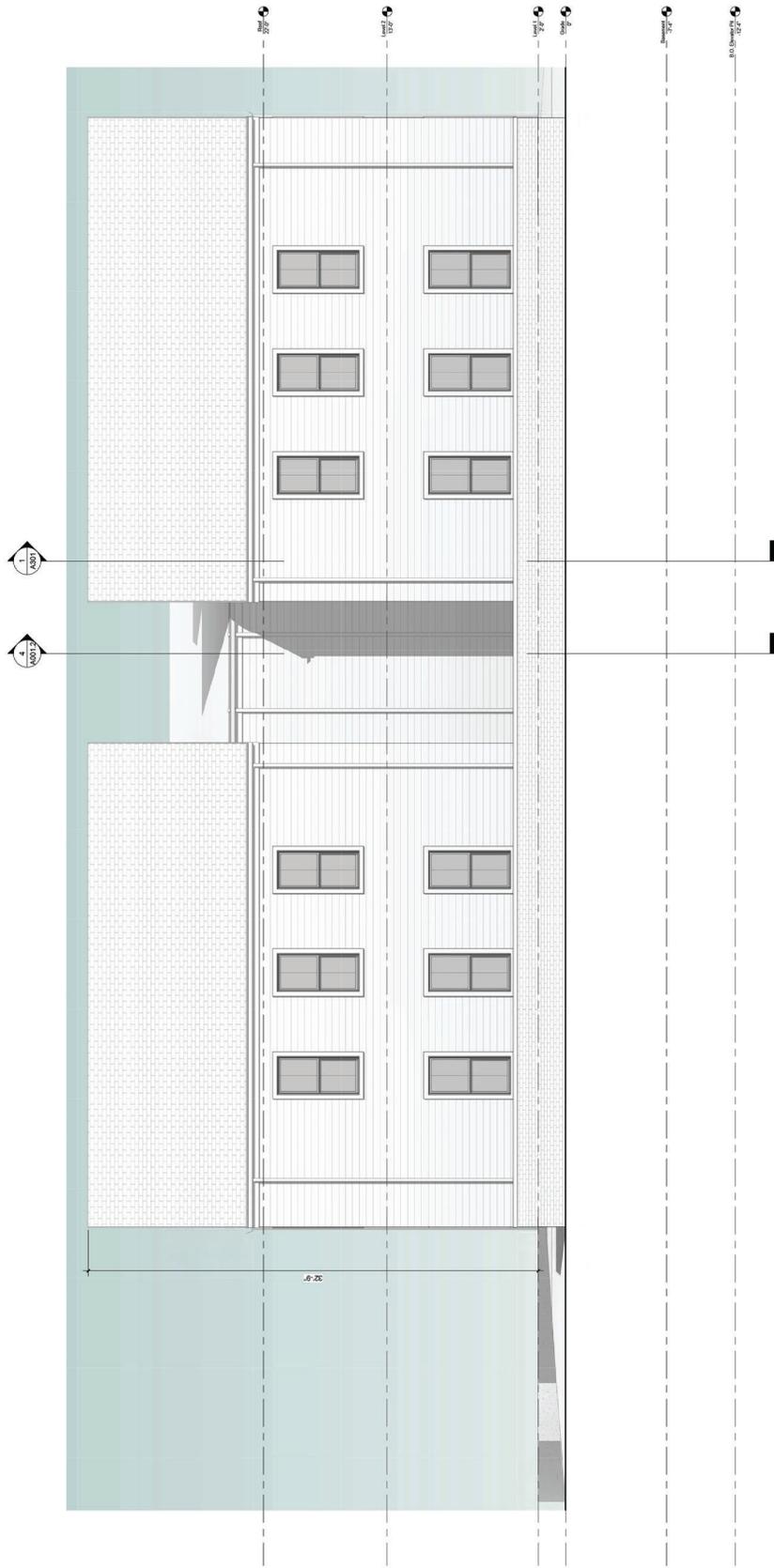


1 Level 2
1/4" = 1'-0"

11/17/21 11/17/21
 11/17/21
 ISSUE DATES
FIORANO TALAMA
 ARCHITECTS
 11701 Liberty Ave., Suite 1000, Chicago, IL 60642 info@fiorano.com
 773.462.1170
 400 North Dearborn Street
 Chicago, IL 60610
 © 2021 FIORANO TALAMA ARCHITECTS
 ALL RIGHTS RESERVED
 THIS DOCUMENT IS THE PROPERTY OF FIORANO TALAMA ARCHITECTS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF FIORANO TALAMA ARCHITECTS.

DATE: 12/27/2021 3:57:51 PM
 PROJECT: Cherry / Linden Homes
 400 North Dearborn Street
 DATE:

Second Floor Plan
A102



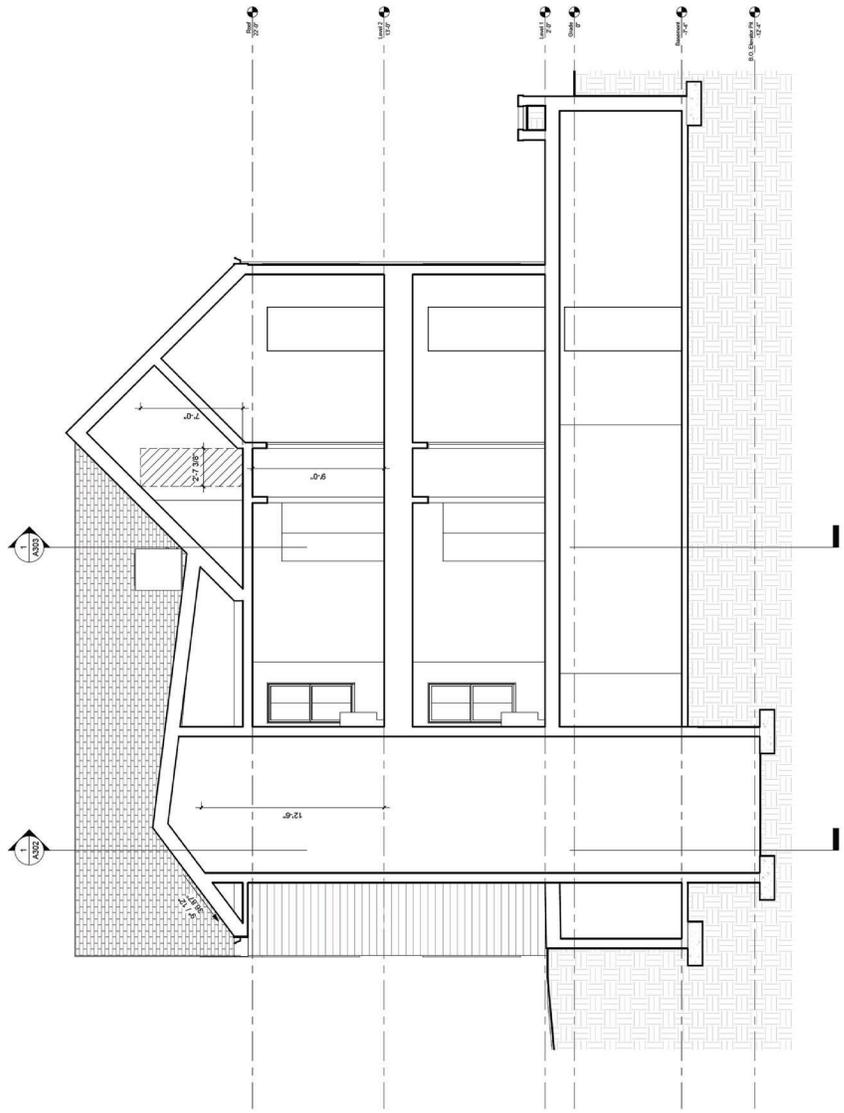
1 North Elevation
 1/4" = 1'-0"

11/17/21 11/17/21
 11/17/21
 ISSUE DATES

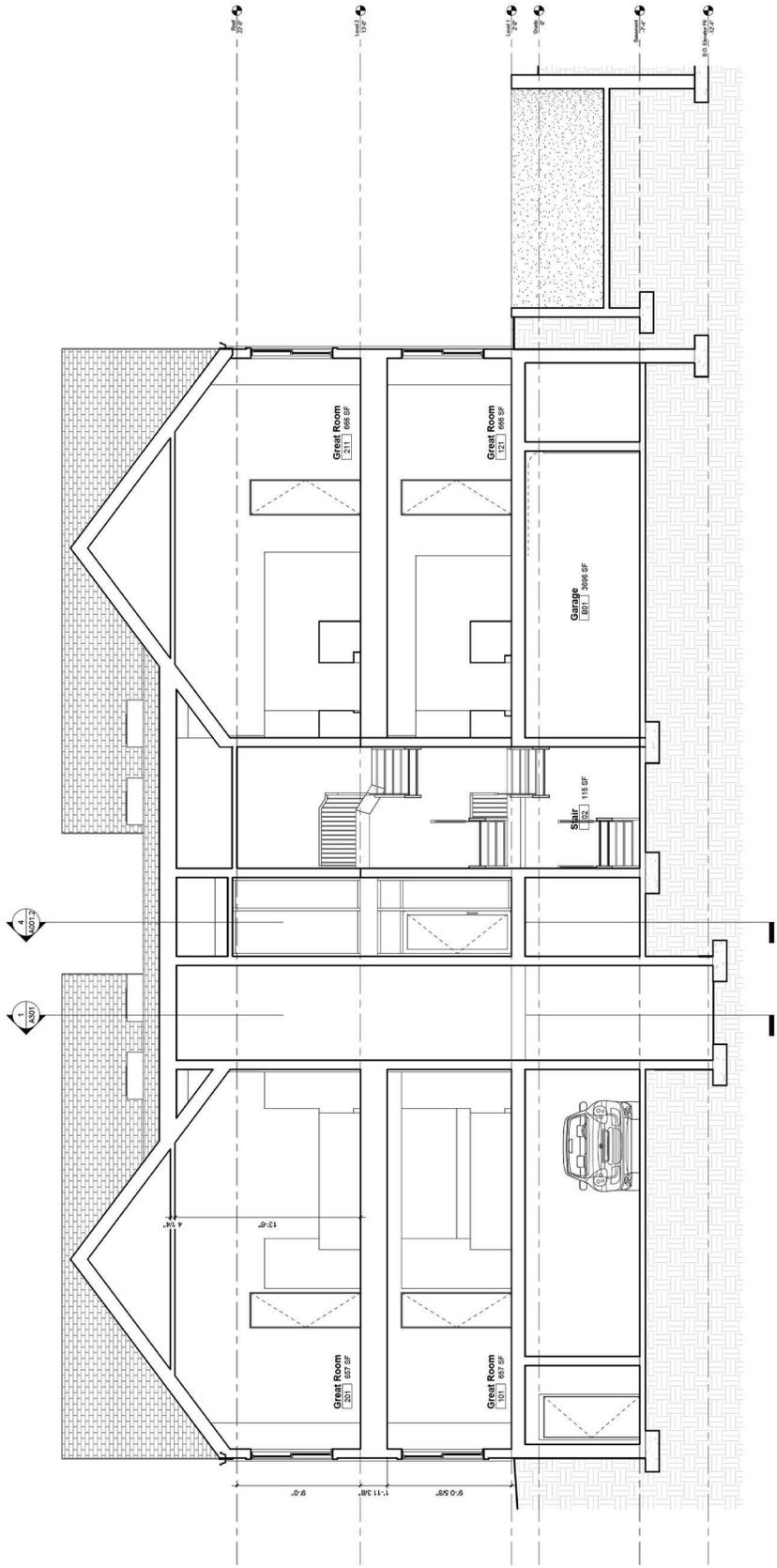
FIORAMONTA SINIA
 ARCHITECTS P.C.
 1111A Linden Ave. #202, Chicago, IL 60642 info@fioramonta.com
 312.467.1111 www.fioramonta.com
 All drawings are the property of Fioramonta Sinia Architects P.C. and are to be used only for the project and location specified. No part of these drawings may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Fioramonta Sinia Architects P.C.

PROJECT NAME: Cherry / Linden Homes
 600 Linden Street, Westmont
 DATE:

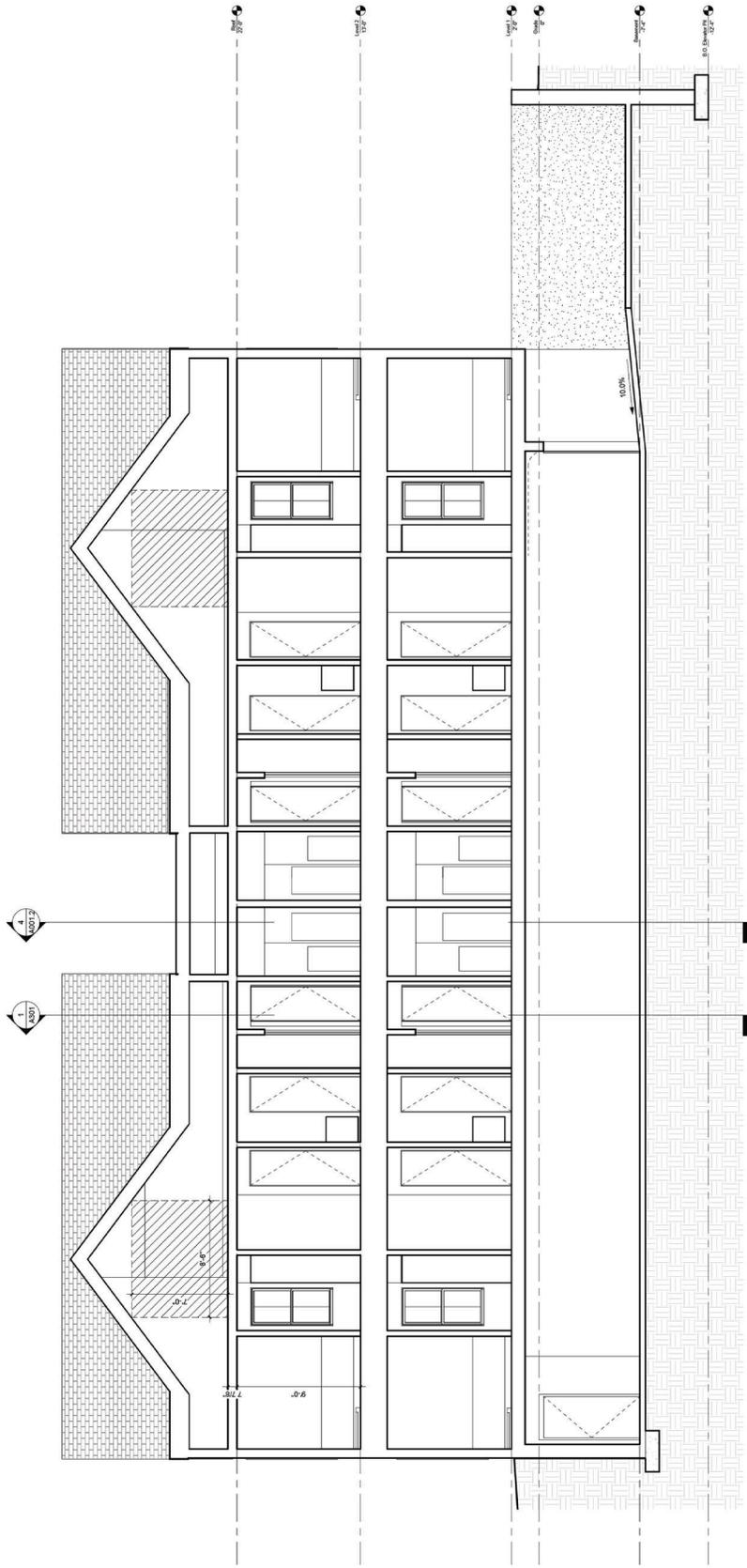
Building Section
A301



1 Lateral Building Section (NS)
 1/4" = 1'-0"



1 Longitudinal Section
 1/4" = 1'-0"



1 Longitudinal Section
 1/4" = 1'-0"

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Linden Winnetka LLC, an Illinois limited liability company ("*Applicant*"), is the record title owner of the parcel of real property commonly known as 455 Linden Street in Winnetka, Illinois ("*Subject Property*"); and

WHEREAS, the Subject Property is located within the B-1 Multifamily Residential District of the Village ("*B-1 District*") measuring approximately 0.23 acres in size and is currently improved with a single-family residence which has been converted into two residential units ("*Existing Buildings*"); and

WHEREAS, the Applicant desires to demolish the Existing Buildings on the Subject Property and redevelop the Subject Property with a new, multifamily residential building ("*Proposed Improvements*"); and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for variations from: (i) Section 17.32.010.F of the Zoning Ordinance to permit a roofed lot coverage of 4,728.7 square feet; (ii) Section 17.32.010.H of the Zoning Ordinance to permit a corner yard setback of 16.36 feet; and (iii) Section 17.32.010.I of the Zoning Ordinance to permit a side yard setback of 0.46 feet and (iv) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code (collectively, the "*Requested Relief*"); and

WHEREAS, Ordinance No. M-4-2022, adopted by the Village Council on _____, 2022 ("*Ordinance*"), grants the Requested Relief; 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 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

Requested Relief 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 Requested Relief for the Subject Property.

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

Dated: _____, 2022

ATTEST:

LINDEN WINNETKA LLC

By: _____

By: _____

Its: _____

Its: _____



Agenda Item Executive Summary

Title: Ordinance No. M-5-2022: 108 Fuller Lane - Variations (Introduction/Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date:

03/01/22

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

Consent:

YES

NO

Item History:

None

Executive Summary:

On March 1, the Village Council is scheduled to consider Ordinance No. M-5-2022, in response to an application submitted by Julia and Brian Goodwin (collectively, the “Applicant”), as the owners of the property located at 108 Fuller Lane (the “Subject Property”). The Applicant requests approval of the following zoning variations to allow construction of an addition to the existing residence on the Subject Property:

1. Gross Floor Area (GFA) of 3,789.03 square feet, whereas a maximum of 3,600.34 square feet is permitted, a variation of 188.69 square feet (5.24%) [Section 17.30.040 – Maximum Building Size];
2. Corner Yard Setback of 12.25 feet from Winnetka Avenue, whereas a minimum of 25.24 feet is required, a variation of 12.99 feet (51.46%) [Section 17.30.050 – Front and Corner Yard Setbacks];
3. Side Yard Setback of 3.57 feet from the north property line, whereas a minimum of 8.41 feet is required, a variation of 4.84 feet (57.55%) [Section 17.30.060 – Side Yard Setback] [Note: The residence currently provides a north side yard setback of 2.78 feet];
4. Rear Yard Setback of 2 feet from the west property line, whereas a minimum of 16.05 feet is required, a variation of 14.05 feet (87.54%) [Section 17.30.070 – Rear Yard Setback]; and
5. Front-facing attached garage door width of 18 feet, whereas a maximum width of 9 feet is permitted for an individual door, a variation of 9 feet (100%) [Section 17.30.110 – Garages].

Executive Summary (continued):

ZONING BOARD OF APEALS REVIEW

The Zoning Board of Appeals (ZBA) considered the request on February 14, 2022. After hearing from the Applicant, their architect, and receiving one email from the public in support of the request, the ZBA briefly discussed the request and recommended, by a vote of 6-0, approval of the application.

Details of the request can be found in the attached staff report to the ZBA and draft minutes for the ZBA meeting (Attachment 2).

Recommendation:

Given the Zoning Board of Appeals unanimously recommended approval of the requested variations, the Council may wish to (a) consider waiving introduction of Ordinance No. M-5-2022 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-5-2022.

Attachments:

1. Ordinance No. M-5-2022: Granting Variations from the Winnetka Zoning Ordinance to Allow the Construction of Additions within the R-5 Single Family Residential District (108 Fuller Lane)
2. February 9, 2022 ZBA Staff Report and Attachments, and Draft February 14, 2022 ZBA Meeting Minutes

ATTACHMENT 1

ORDINANCE NO. M-5-2022

**AN ORDINANCE GRANTING VARIATIONS
FROM THE WINNETKA ZONING ORDINANCE
TO ALLOW THE CONSTRUCTION OF ADDITIONS
WITHIN THE R-5 SINGLE FAMILY RESIDENTIAL DISTRICT
(108 Fuller Lane)**

WHEREAS, Brian J. Goodwin and Julia Goodwin, as tenants-by-the-entirety (collectively, the “*Applicant*”) are the record title owners of the parcel of real property commonly known as 108 Fuller Lane in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Subject Property*”); and

WHEREAS, the Subject Property is approximately 0.21 acres in area and located within the R-5 Single Family Residential District of the Village (“*R-5 District*”) and is improved with a single-family residence (“*Residence*”) and a detached garage (“*Existing Garage*”); and

WHEREAS, the Applicant desires to demolish the Existing Garage and construct one-story and 1.5-story additions to the west side of the Residence consisting of a family room, a mudroom, and a two-car garage with an office and bathroom above (collectively, the “*Proposed Additions*”); and

WHEREAS, pursuant to Section 17.30.040 of the Winnetka Zoning Ordinance (“*Zoning Ordinance*”), the maximum gross floor area permitted on the Subject Property is 3,600.34 square feet; and

WHEREAS, pursuant to Section 17.30.050 of the Zoning Ordinance, the minimum corner yard setback for the Subject Property is 25.54 feet; and

WHEREAS, pursuant to Section 17.30.060 of the Zoning Ordinance, the minimum side yard setback for the Subject Property is 8.41 feet; and

WHEREAS, pursuant to Section 17.30.070 of the Zoning Ordinance, the minimum rear yard setback for the Subject Property is 16.05 feet; and

WHEREAS, pursuant to section 17.30.110 of the Zoning Ordinance, an individual, front-facing attached garage door must be no more than nine-feet-wide; and

WHEREAS, in order to construct the Proposed Additions on the Subject Property, the Applicant filed an application for variations from: (i) Section 17.30.040 of the Zoning Ordinance to allow a gross floor area of 3,789.03 square feet; (ii) Section 17.30.050 to allow a corner yard setback of 12.25 feet from Winnetka Avenue; (iii) Section 17.30.060 to allow a side yard setback of 3.57 feet from the north property line; (iv) Section 17.30.070 to allow a rear yard setback of 2 feet from the west property line; and (v) Section 17.30.110 to allow a front-facing attached garage door that is 18 feet wide (collectively, the “*Variations*”); and

{00125137.2}
March 1, 2022

M-5-2022

WHEREAS, on February 14, 2022, after due notice thereof, the Zoning Board of Appeals (“**ZBA**”) conducted a public hearing on the Variations and, by a vote of six members in favor and none opposed, recommended that the Council of the Village of Winnetka (“**Village Council**”) approve the Variations; and

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

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

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

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

SECTION 2: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variations from Sections 17.30.040, 17.30.050, 17.30.060, 17.30.070, and 17.30.110 of the Zoning Ordinance to allow the construction of the Proposed Additions on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Additions 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 Additions 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 Additions on the Subject Property must be in strict accordance with the plans prepared by Healy M. Rice P.C., consisting of 5 sheets, with a latest revision date of January 13, 2022, copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

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

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

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

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

SECTION 8: EFFECTIVE DATE.

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

{00125137.2}
March 1, 2022

M-5-2022

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 1st day of March, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2022.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ____ day of _____,
2022.

Introduced: _____, 2022

Passed and Approved: _____, 2022

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 18 IN ORTH'S SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

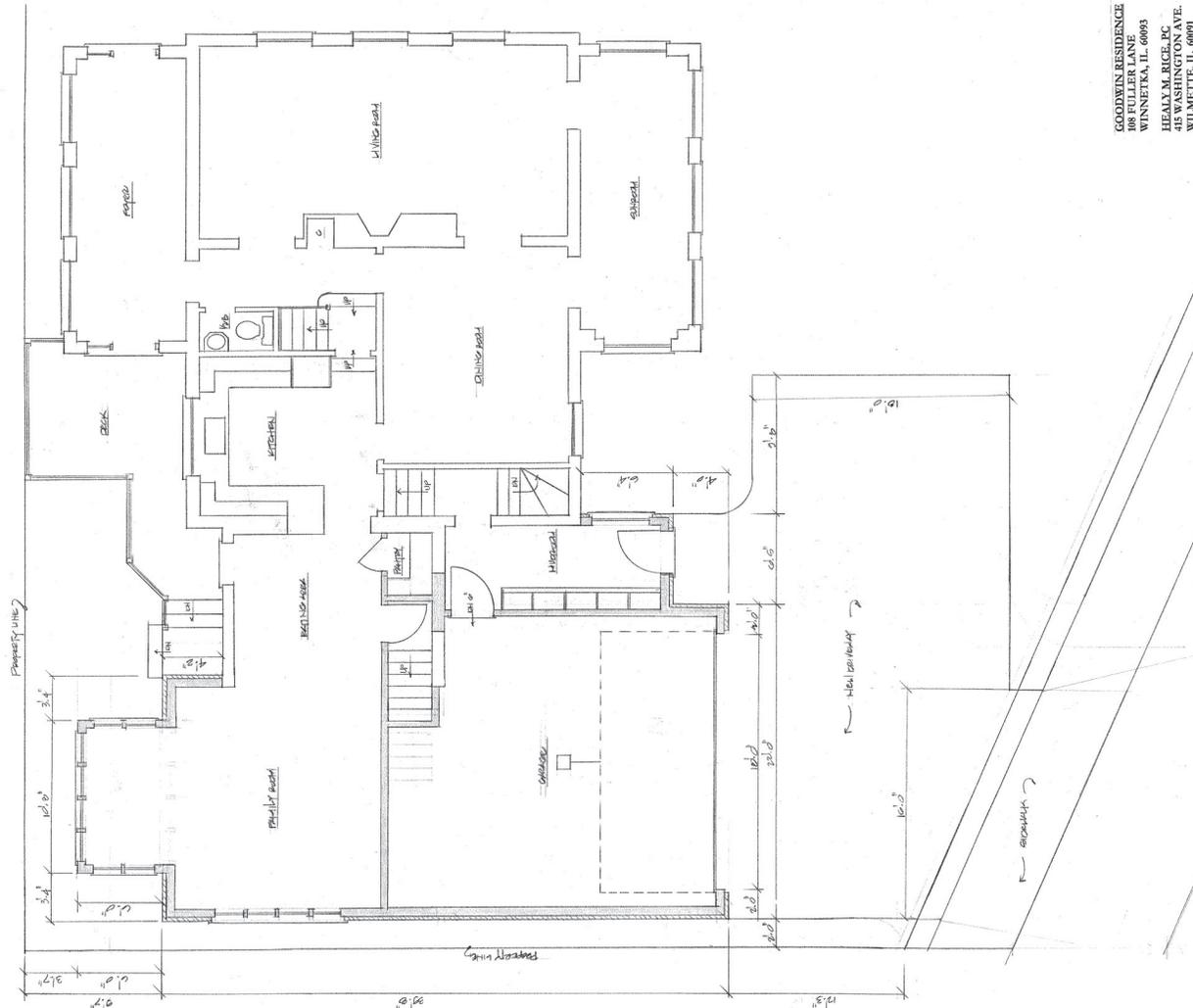
Commonly known as 108 Fuller Lane, Winnetka, Illinois.

PIN: 05-21-411-041-0000

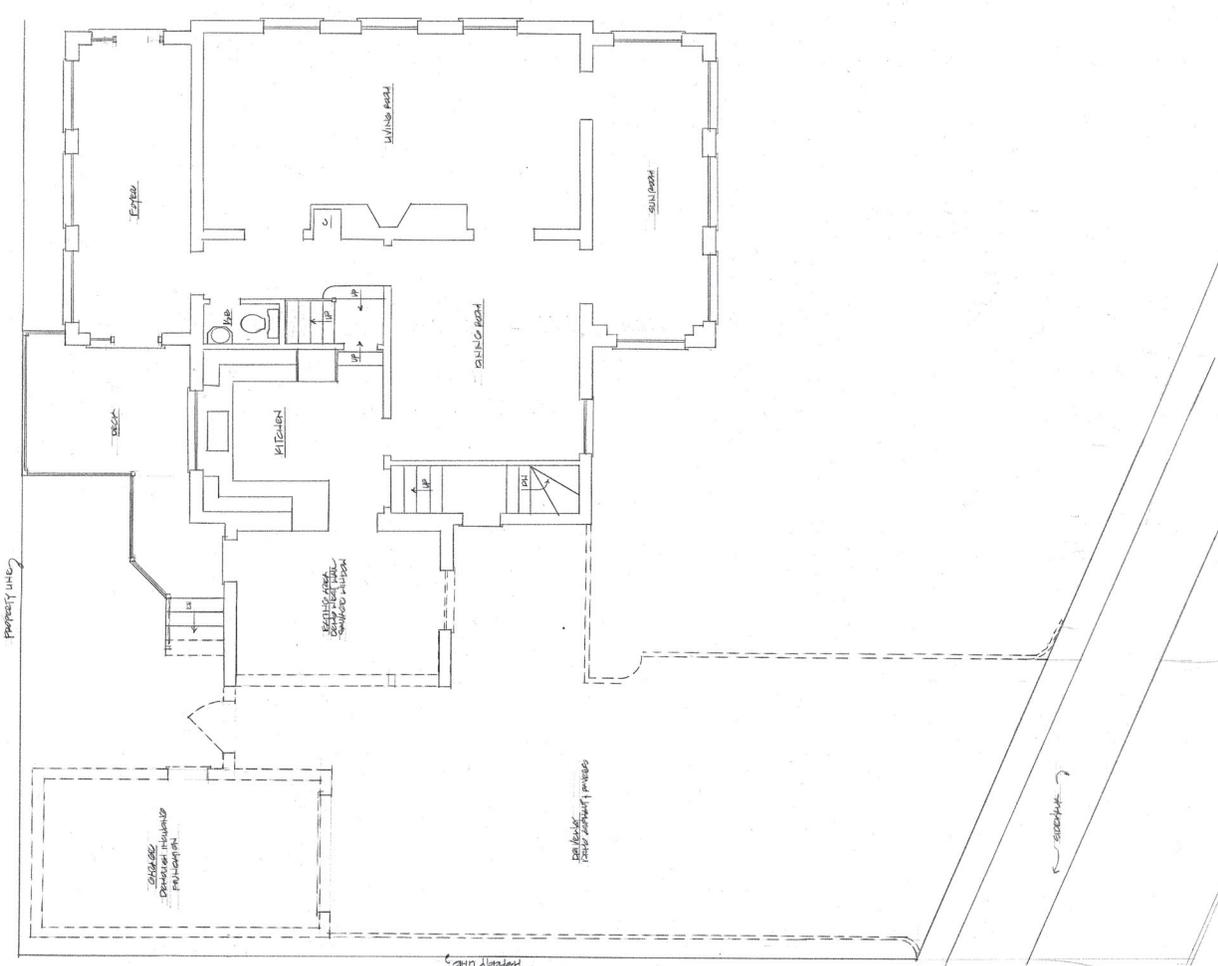
EXHIBIT B

PLANS

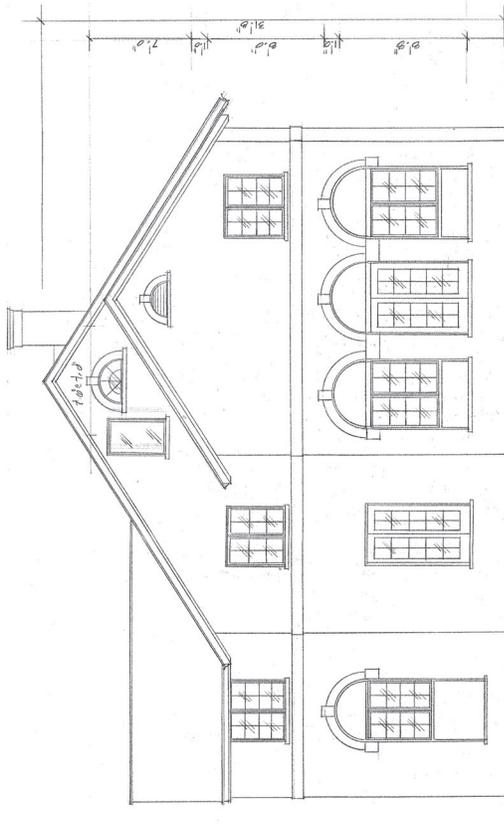
(SEE ATTACHED EXHIBIT B)



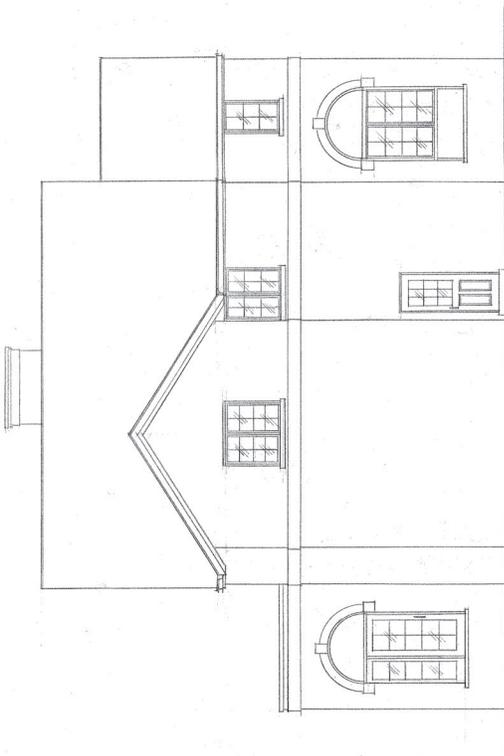
HEALY M. RICE, DC
1ST FLOOR PLAN
 1/13/22
 NEW CONSTRUCTION



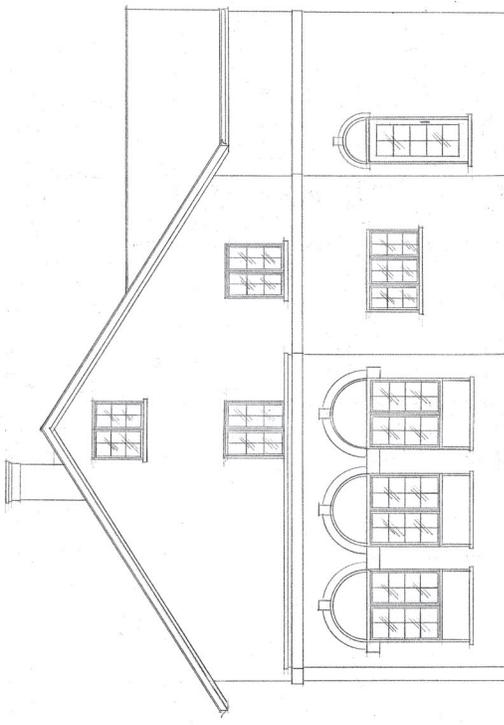
HEALY M. RICE, DC
1ST FLOOR DEMOLITION
 1/13/22
 DEMOLITION



EXISTING SOUTH ELEVATION
1/8" = 1'-0"

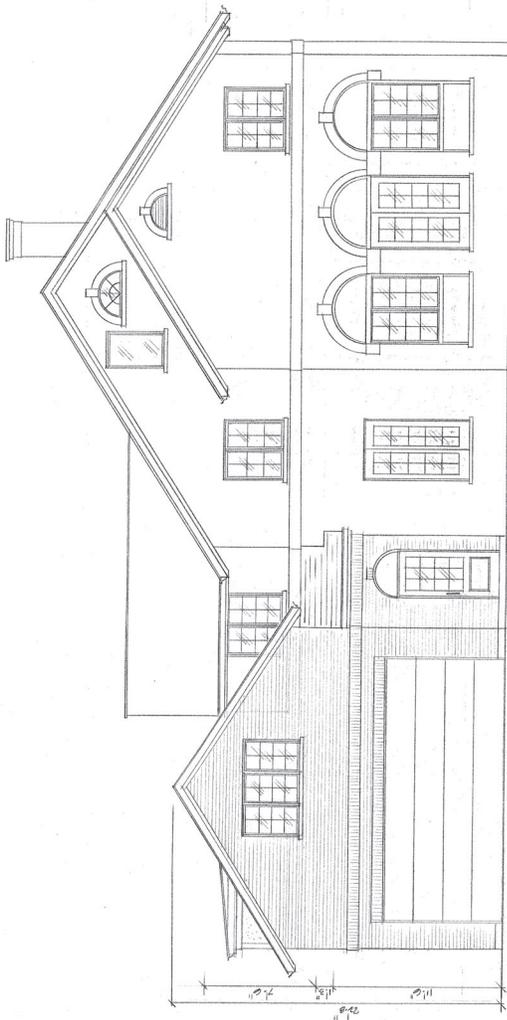


EXISTING WEST ELEVATION
1/8" = 1'-0"

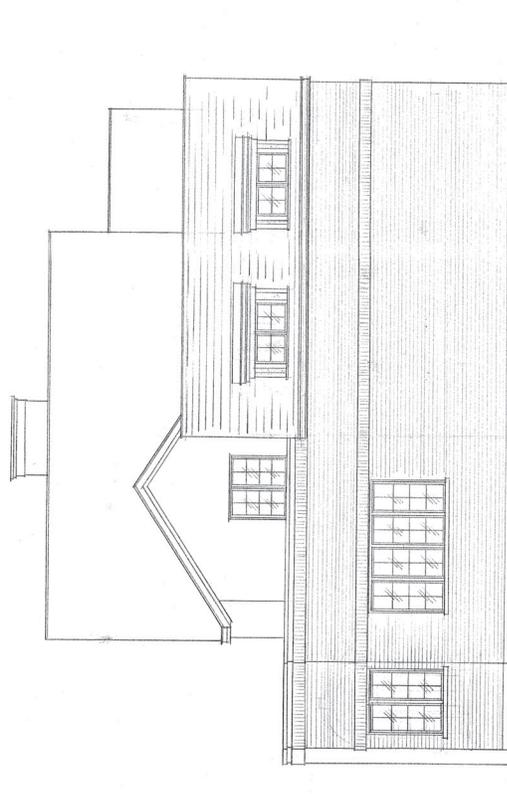


EXISTING NORTH ELEVATION
1/8" = 1'-0"

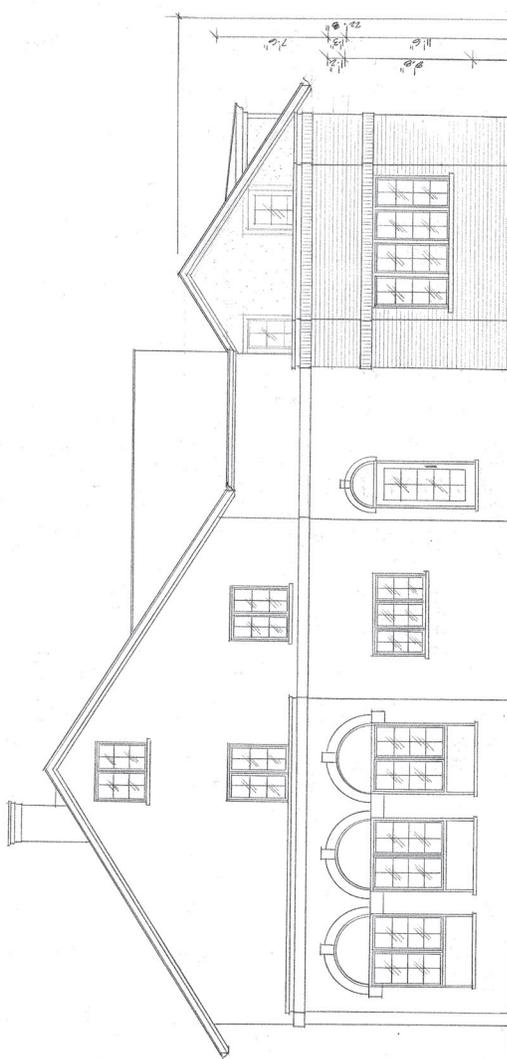
GOODWIN RESIDENCE
108 FULLER LANE
WINNETKA, IL. 60093
HEALY, M. RICE, PC
415 WASHINGTON AVE.
WILMETTE, IL. 60091
847-853-0824
healyrhc@comcast.net
DATE 13 JAN 22
REVISED
SHEET 3 OF 4



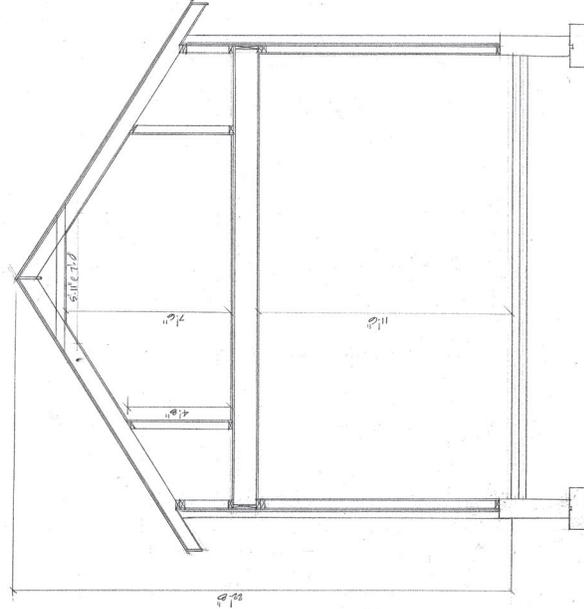
PROPOSED SOUTH ELEVATION
1/4" = 1'-0"



PROPOSED WEST ELEVATION
1/4" = 1'-0"



PROPOSED NORTH ELEVATION
1/4" = 1'-0"



GOODWIN RESIDENCE
 808 FULLER LANE
 WINNETKA, IL 60093
 HEALY M. RICE, EC
 415 WASHINGTON AVE.
 DEERFIELD, IL 60015
 847.454.4234
 healyrice@comcast.net
 DATE 13 JAN 22
 REVISED
 SHEET 4 OF 4

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Brian J. Goodwin and Julia Goodwin, as tenants-by-the-entirety (collectively, the "*Applicant*") are the record title owners of the parcel of real property commonly known as 108 Fuller Lane in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part hereto ("*Subject Property*"); and

WHEREAS, the Subject Property is approximately 0.21 acres in area and located within the R-5 Single Family Residential District of the Village ("*R-5 District*") and is improved with a single-family residence ("*Residence*") and a detached garage ("*Existing Garage*"); and

WHEREAS, the Applicant desires to demolish the Existing Garage and construct one-story and 1.5-story additions to the west side of the Residence consisting of a family room, a mudroom, and a two-car garage with an office and bathroom above (collectively, the "*Proposed Additions*"); and

WHEREAS, in order to construct the Proposed Additions on the Subject Property, the Applicant filed an application for variations from: (i) Section 17.30.040 of the Zoning Ordinance to allow a gross floor area of 3,789.03 square feet; (ii) Section 17.30.050 to allow a corner yard setback of 12.25 feet from Winnetka Avenue; (iii) Section 17.30.060 to allow a side yard setback of 3.57 feet from the north property line; (iv) Section 17.30.070 to allow a rear yard setback of 2 feet from the west property line; and (v) Section 17.30.110 to allow a front-facing attached garage door that is 18 feet wide (collectively, the "*Variations*"); and

WHEREAS, Ordinance No. M-5-2022, adopted by the Village Council on _____, 2022 ("*Ordinance*"), grants the Variations; and

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

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

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

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

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

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

Dated: _____, 2022

ATTEST: **BRIAN J. GOODWIN**

By: _____ By: _____

ATTEST: **JULIA GOODWIN**

By: _____ By: _____



MEMORANDUM
VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: FEBRUARY 9, 2022
SUBJECT: 108 FULLER LANE - VARIATIONS (CASE NO. 22-04-V2)

INTRODUCTION

On February 14, 2022, the Zoning Board of Appeals is scheduled to hold a virtual public hearing, in accordance with social distancing requirements and Governor Pritzker’s Executive Orders and Section 7(e) of the Illinois Open Meetings Act, on an application submitted by Julia and Brian Goodwin (collectively, the “Applicant”) as the owners of the property located at 108 Fuller Lane (the “Subject Property”). The Applicant requests approval of the following zoning variations to allow construction of an addition to the existing residence on the Subject Property:

1. Gross Floor Area (GFA) of 3,789.03 square feet, whereas a maximum of 3,600.34 square feet is permitted, a variation of 188.69 square feet (5.24%) [Section 17.30.040 – Maximum Building Size];
2. Corner Yard Setback of 12.25 feet from Winnetka Avenue, whereas a minimum of 25.24 feet is required, a variation of 12.99 feet (51.46%) [Section 17.30.050 – Front and Corner Yard Setbacks];
3. Side Yard Setback of 3.57 feet from the north property line, whereas a minimum of 8.41 feet is required, a variation of 4.84 feet (57.55%) [Section 17.30.060 – Side Yard Setback] [Note: The residence currently provides a north side yard setback of 2.78 feet];
4. Rear Yard Setback of 2 feet from the west property line, whereas a minimum of 16.05 feet is required, a variation of 14.05 feet (87.54%) [Section 17.30.070 – Rear Yard Setback]; and
5. Front-facing attached garage door width of 18 feet, whereas a maximum width of 9 feet is permitted for an individual door, a variation of 9 feet (100%) [Section 17.30.110 – Garages].

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 January 27, 2022. As of the date of this memo, staff has received one written comment from the public regarding this application. The comment is provided in Attachment D of this report.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant a variation to reduce a corner yard setback, side yard setback, or rear yard setback for a principal building by more than 50% of the required setback. Typically, the Zoning Board of Appeals has final jurisdiction on requests to allow a zoning lot with a pre-FAR building (constructed prior to 1989) to exceed the maximum permitted GFA by no more than 10%. Additionally, the Zoning Administrator typically has final jurisdiction on requests to exceed the permitted width for front-facing attached garage doors; however, since this request includes additional zoning relief for which the Board and the Zoning

Administrator do not have jurisdiction, the Village Council also has final jurisdiction on the requests to exceed the permitted GFA and width for a front-facing attached garage door.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.21 acres in size, is located on the northwest corner of the intersection of Fuller Lane and Winnetka Avenue and contains an existing two-story residence and a detached garage (see Figure 1). The Subject Property is not a rectangular shape. It is an irregular trapezoid with a front lot line, which runs along Fuller Lane, that is wider than the rear lot line, which is the west property line. Also, the side lot line is not parallel with the corner lot line, which runs along Winnetka Avenue. The property is zoned R-5 Single Family Residential, and it is bordered by R-5 Single Family Residential to the east and north, and R-4 Single Family Residential to the west (see Figure 2). The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

The existing lot is a legal nonconforming corner lot that is 107 feet in lot depth, while the minimum required lot depth for a lot in the R-5 District is 120 feet.



Figure 1 – Aerial Map

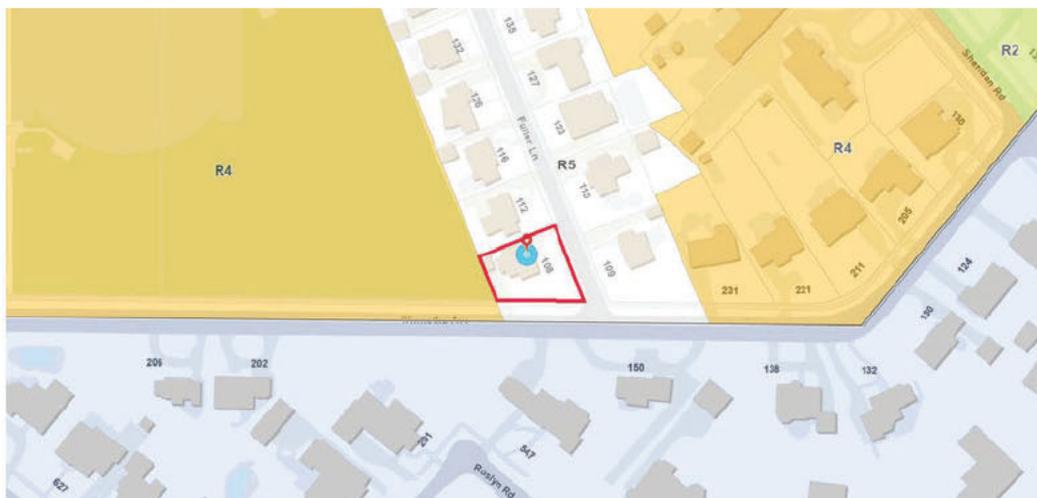


Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The residence was built in 1921. The following subsequent building permits were issued in:

1. 1966 to enclose a porch; and
2. 1995 to construct a second-floor addition.

Other minor permits have been issued over the last several years. The Applicant acquired the property in 2018. There are no previous zoning cases on file for the Subject Property.

Figure 3 below and Figures 4 and 5 on the following page are current photos of the site.



Figure 3 – Subject Property (Front Elevation – Fuller Lane)



Figure 4 – Subject Property (Corner - Front Elevation – Winnetka Avenue)



Figure 5 – Subject Property (Rear Elevation – West)

PROPOSED PLAN

The variations are being requested in order to construct a one-and-half-story addition on the west side of the existing residence. The existing nonconforming one-car detached garage would be removed to accommodate the proposed addition, which would include a two-car attached garage. The proposed increase in GFA is 993.23 square feet. The proposed additions are described as follows:

First Floor:

- Two-car attached garage measuring approximately 22 feet by 20 feet (440 square feet);
- Garage storage measuring approximately 3.92 feet by 13 feet (51 square feet);
- Family room measuring approximately 16.6 feet by 16.75 feet (278 square feet) with a bay window measuring 64 square feet that does not contribute to the GFA; and
- Mudroom measuring approximately 5.9 feet by 15.84 feet (93 square feet).

Second Floor/Half-Story:

- Office and bathroom contributing 132 square feet of GFA.

Excerpts of the proposed site plan, floor plans, and proposed building elevations are provided on the following pages as Figures 7 through 12. The complete set of plans are provided in the application materials (Attachment C).

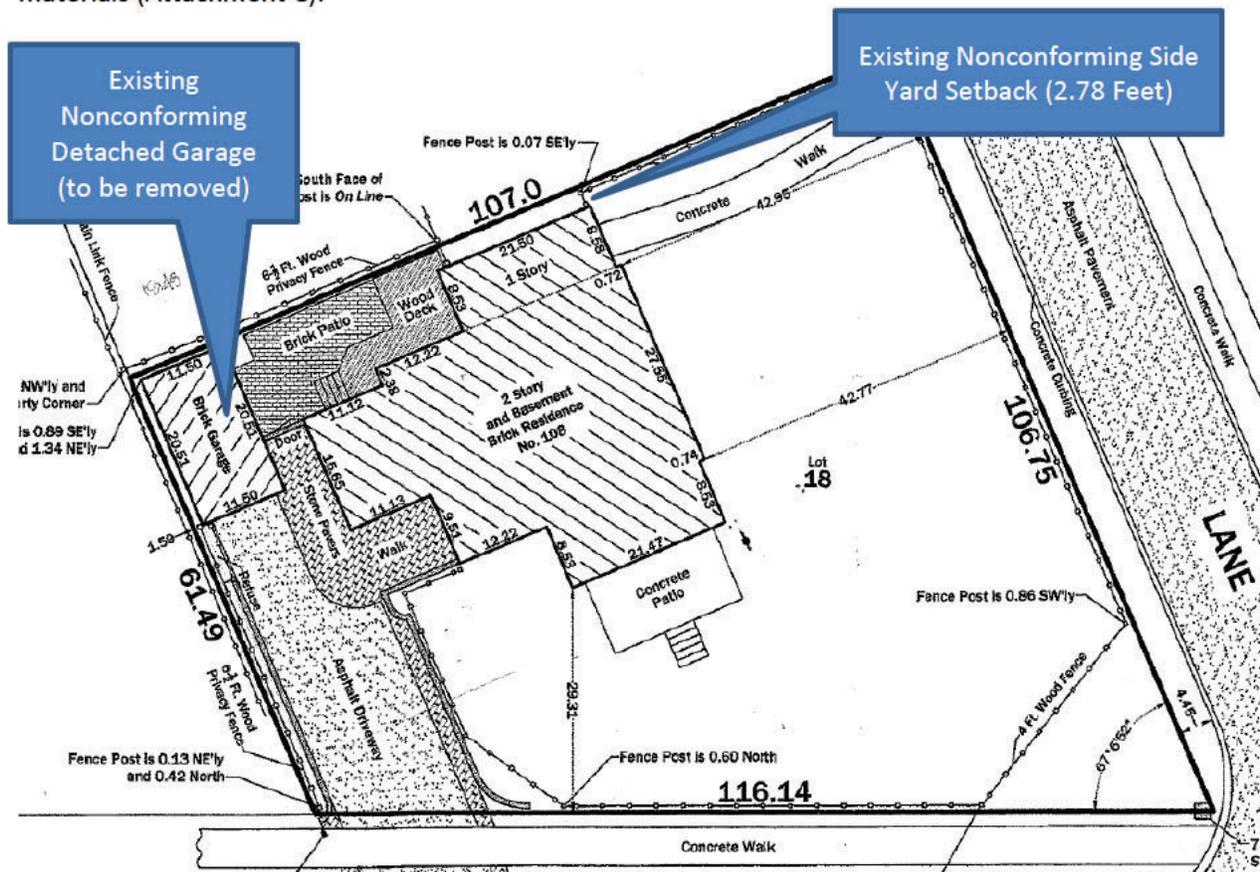


Figure 6 – Excerpt of June 15, 2018 Plat of Survey (Existing Improvements)

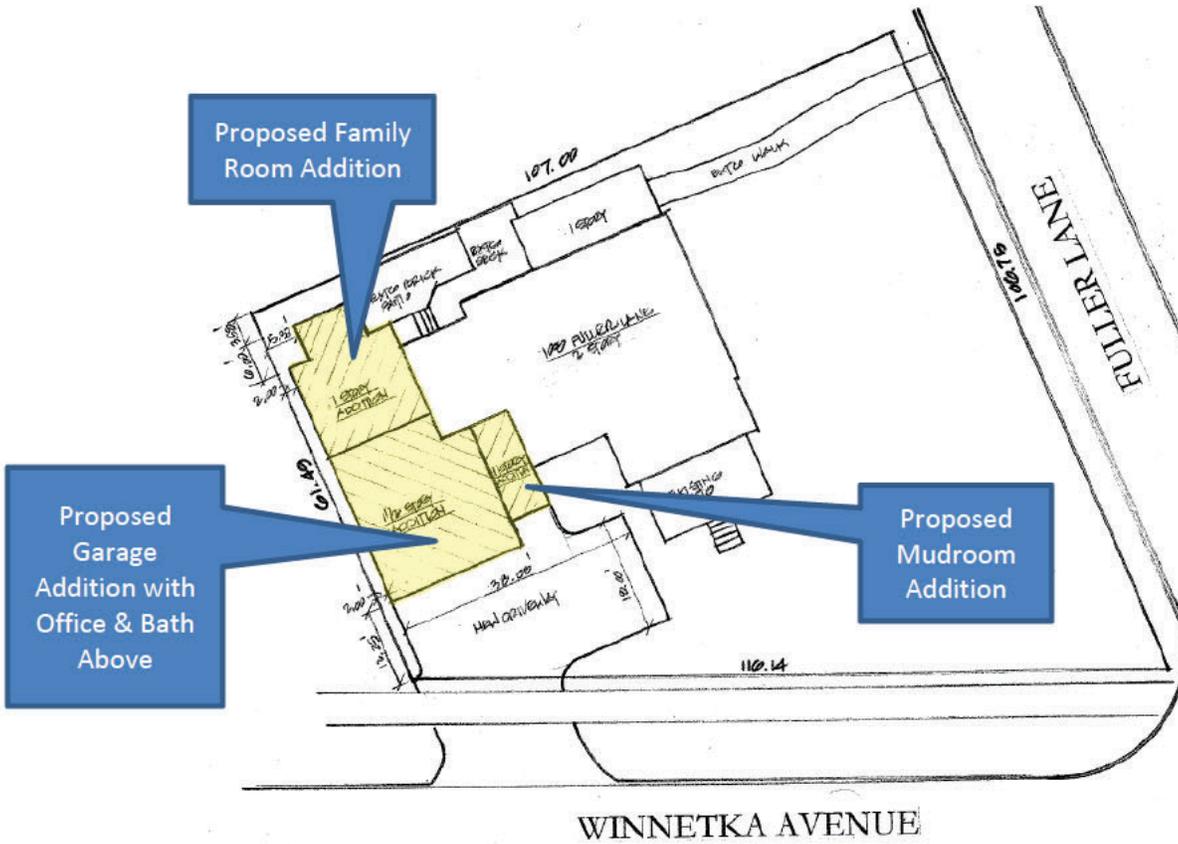


Figure 7 – Excerpt of Site Plan

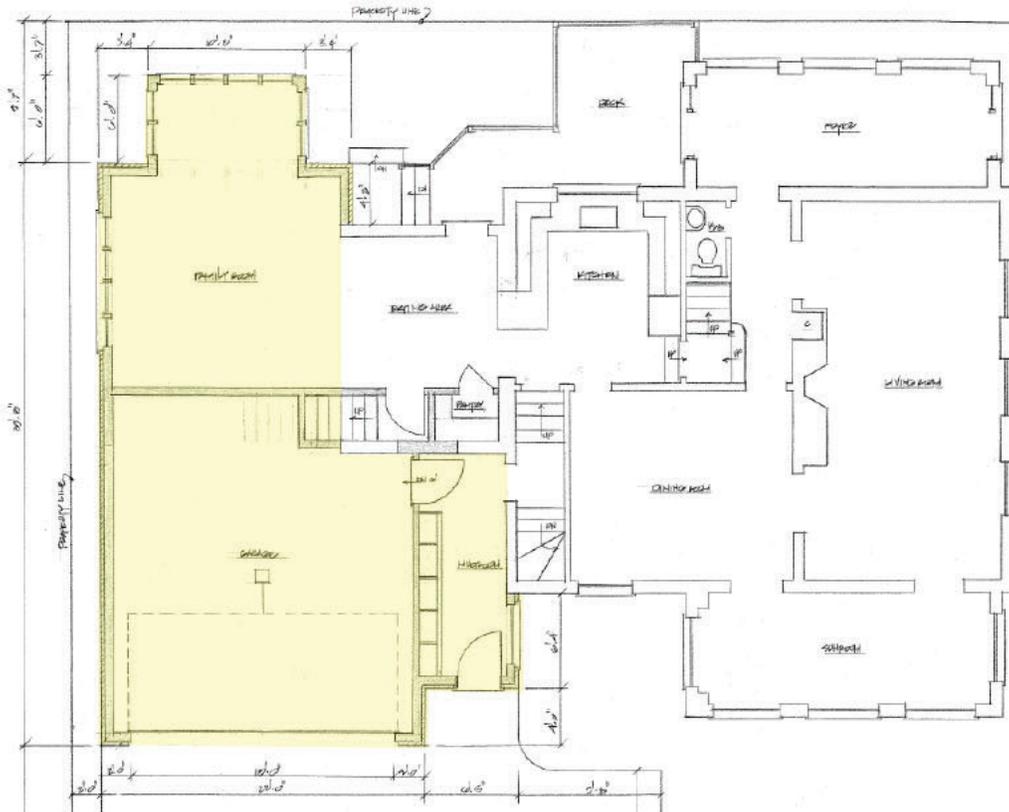


Figure 8 – Excerpt of Proposed First Floor Plan



Figure 9 – Excerpt of Proposed Second Floor Plan



Figure 10 – Proposed South Elevation (Winnetka Avenue)



Figure 11 – Proposed North Elevation

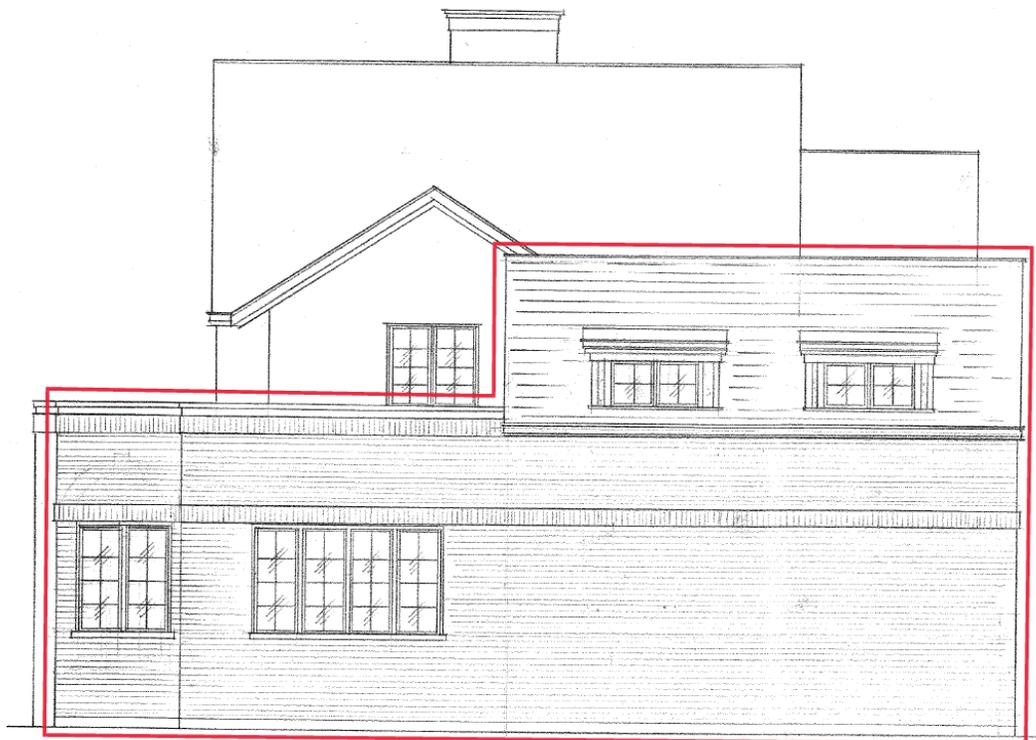


Figure 12 – Proposed West Elevation

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. Figure 13 on the following page represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year flood area.



Figure 13 – GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached zoning matrix highlights the existing lot and the proposed improvement's compliance with the R-5 zoning district (Attachment A). Five variations are being requested: (1) gross floor area; (2) minimum corner yard setback; (3) minimum side yard setback; (4) minimum rear yard setback; and (5) maximum front-facing attached garage door width.

Maximum Building Size (GFA). The site currently contains 2,795.8 square feet of GFA. The increase in GFA with the proposed addition is 993.23 square feet; bringing the total GFA to 3,789.03 square feet, whereas a maximum of 3,600.34 square feet is permitted, a variation of 188.69 square feet (5.24%).

Corner Yard Setback (Winnetka Avenue). The existing residence currently provides a corner yard setback of 29.31 feet. The proposed addition would provide a corner yard setback of 12.25 feet, whereas a minimum of 25.24 feet is required, a variation of 12.99 feet (51.45%).

Side Yard Setback (North Property Line). The existing residence is legally nonconforming with respect to the required side yard setback as it currently provides a side yard setback of 2.78 feet from the north property line, encroaching the minimum required setback of 8.41 feet by 5.63 feet. The proposed addition would provide a side yard setback of 3.57 feet, requiring a variation of 4.84 feet (57.55%). It is worth noting that the existing detached garage is also legally nonconforming with respect to the required side yard setback as it currently provides a side yard setback of 0.8 feet from the north property line. Detached garages are allowed reduced setbacks when located in the rear quarter of the lot depth. In this particular case, a minimum side yard setback of 2 feet from the north property line is allowed.

Rear Yard Setback (West Property Line). The existing residence currently provides a rear yard setback of 18.49 feet from the west property line and the existing detached garage provides a rear yard setback of 1.34 feet. The existing detached garage would be removed to accommodate the proposed addition, which would provide a rear yard setback of 2 feet, whereas a minimum rear yard setback of 16.05 feet is required, a variation of 14.05 feet (87.54%). An attached garage is required to comply with the same setbacks required for the residence. If a detached garage is located in the rear quarter of the lot, a minimum rear yard setback of 6 feet is required in this case because the Subject Property is abutting the side yard of the adjacent property to the west (the New Trier Athletic Fields).

Front-Facing Attached Garage Door Width. The proposed garage door would be 18 feet in width. The Zoning Ordinance allows a maximum of two individual 9-foot wide garage doors on a front-facing attached garage.

FINDINGS

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

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

1. Gross Floor Area (GFA) of 3,789.03 square feet, whereas a maximum of 3,600.34 square feet is permitted, a variation of 188.69 square feet (5.24%) [Section 17.30.040 – Maximum Building Size];
2. Corner Yard Setback of 12.25 feet from Winnetka Avenue, whereas a minimum of 25.24 feet is required, a variation of 12.99 feet (51.46%) [Section 17.30.050 – Front and Corner Yard Setbacks];
3. Side Yard Setback of 3.57 feet from the north property line, whereas a minimum of 8.41 feet is required, a variation of 4.84 feet (57.55%) [Section 17.30.060 – Side Yard Setback];
4. Rear Yard Setback of 2 feet from the west property line, whereas a minimum of 16.05 feet is required, a variation of 14.05 feet (87.54%) [Section 17.30.070 – Rear Yard Setback]; and
5. Front-facing attached garage door width of 18 feet, whereas a maximum width of 9 feet is permitted for an individual door, a variation of 9 feet (100%) [Section 17.30.110 – Garages].

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

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

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: Public Correspondence

ATTACHMENT A

ZONING MATRIX

ADDRESS: 108 Fuller Lane
CASE NO: 22-04-V2
ZONING: R-5

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN	
				PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	8,900 SF	9,000.84 SF	N/A	N/A	OK
Min. Average Lot Width	70 FT	84.12 FT	N/A	N/A	OK
Min. Lot Depth	120 FT	107 FT	N/A	N/A	EXISTING NONCONFORMING
Max. Roofed Lot Coverage	2,430.23 SF (1)	1,525.67 SF	2,415.2 SF	889.5 SF	OK
Max. Gross Floor Area	3,600.34 SF (1)	2,795.8 SF	3,789.03 SF	993.23 SF	188.69 SF (5.24%) VARIATION
Max. Impermeable Lot Coverage	4,500.42 SF (1)	3,111.57 SF	3,574.33 SF	462.76 SF	OK
Min. Front Yard (Fuller/East)	30 FT	42.77 FT	42.77 FT	0 FT	OK
Min. Corner Yard (Winnetka/South)	25.24 FT	29.31 FT	12.25 FT	(17.06) FT	12.99 FT (51.46%) VARIATION
Min. Side Yard (North)	8.41 FT	2.78 FT	3.57 FT (3)	0 FT	4.84 FT (57.55%) VARIATION
Min. Rear Yard (West)	16.05 FT	18.49 FT (4)	2 FT	(16.49) FT	14.05 FT (87.54%) VARIATION

NOTES:

- (1) Based on lot area of 9,000.84 s.f.
- (2) Variation amount is the difference between proposed and requirement.
- (3) Setback to proposed addition. Existing setback of 2.78 feet would remain.
- (4) Setback to existing residence. Existing detached garage is setback 1.34 feet.
- (5) Variation is required to allow a front-facing attached garage door 18-feet in width, whereas a maximum width of 9 feet is permitted.**

ATTACHMENT B

Stormwater Volume Requirements for Development Sites

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

	Storm Water Detention Volume Requirements	Applicable Requirement
A. New Home Construction - Previously Developed Lot	The amount of additional required storm water detention volume is based upon the difference between maximum impermeable lot coverage, per Zoning Code, and existing lot coverage, using the run-off coefficient for a 100-year storm event for both.	
B. New Home Construction - Previously <u>Undeveloped</u> Site	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
C. Redevelopment of Site for Different Use (e.g. single family to multi-family, or commercial)	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
D. Improvements to Existing Home and/or Lot, causing an increase in impermeable lot coverage <u>greater or equal to 25%</u>.	The amount of additional required storm water detention volume is based upon the difference between the proposed and existing impermeable lot coverage, using the run-off coefficient for 100 year storm event. (Note: If the increase in impermeable lot coverage is less than 25%, additional storm water detention volume is <u>not</u> required.)	<i>Applies to 108 Fuller Lane</i> <i>Based upon preliminary review of information to date, it appears that 108 Fuller Lane <u>would not</u> have to provide additional storm water detention volume. However, a final determination will be made by Village Engineering staff.</i>

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. _____

Property Information

Site Address: 108 Fuller Lane

Owner Information

Name: Julia and Brian Goodwin

Address: 108 Fuller Lane

City, State, ZIP: Winnetka, IL 60093

Email: [REDACTED]

Primary Contact: Brian Goodwin

Phone No. [REDACTED]

Date property acquired by owner: 6/2018

Architect Information

Name: Healy M. Rice

Primary Contact: Healy Rice

Address: 415 Washington Ave.

City, State, ZIP: Wilmette, IL 60091

Phone No. 847-853-0824

Email: healyrice@comcast.net

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Nature of any restrictions on property: none known

Brief explanation of variation(s) requested (attach separate sheet providing additional details):
rear yard setback/sideyard setback/side yard adjoining a street setback/garage door width

Property Owner Signature [REDACTED]

Date: 1/5/2022

**Julia and Brian Goodwin
108 Fuller Lane
Winnetka, Illinois 60093**

Request for Zoning Variation

108 Fuller Lane is located on northwest corner of Winnetka Avenue and Fuller Lane. We are seeking zoning relief to construct one- and one and a half-story additions to our legally non-conforming home. We wish to demolish our existing detached one car garage, and build a new two-car garage, family room and mudroom on our legally non-conforming property. The proposed additions will require rear, side and side yard adjoining a street variations, and FAR variation of 188.00 sf. We also seek permission to use one 18'-0" overhead garage door in lieu of two individual doors. Lot coverage requirements will be compliant, and impervious surface coverage will be reduced.

We seek this variation due to practical difficulty and hardship. Our corner lot is an irregular trapezoid with the wider front yard on Fuller Lane. The lot narrows from 106.75 to 61.49 feet on the west side. We wish to demolish our detached one-car garage and existing driveway, and construct a new two-car garage, mudroom, family room and more practical driveway. The existing garage is dilapidated and insufficient for our cars, bicycles, yard equipment, etc. There is no mudroom or family room. The siting of the house on the property is original. Having two legal front yards, the only practical location for an addition is west of the main house. As the lot narrows, the required setbacks are not achievable. We are not eligible for the 200 sf attached garage bonus because of having two front yards and not enough room behind the house to build a proper structure; this is the FAR variation square footage we request.

Our property is adjacent to the New Trier High School and its east athletic field. We feel our proposed addition location is logical as it is highly unlikely that there will ever be a home or structure built on the New Trier property. Our additions are one and one and a half stories, lower than our existing house and neighboring homes on Fuller that butt up to the field. The proposed west location also preserves the open feel of our corner lot as the addition is tucked behind the house.

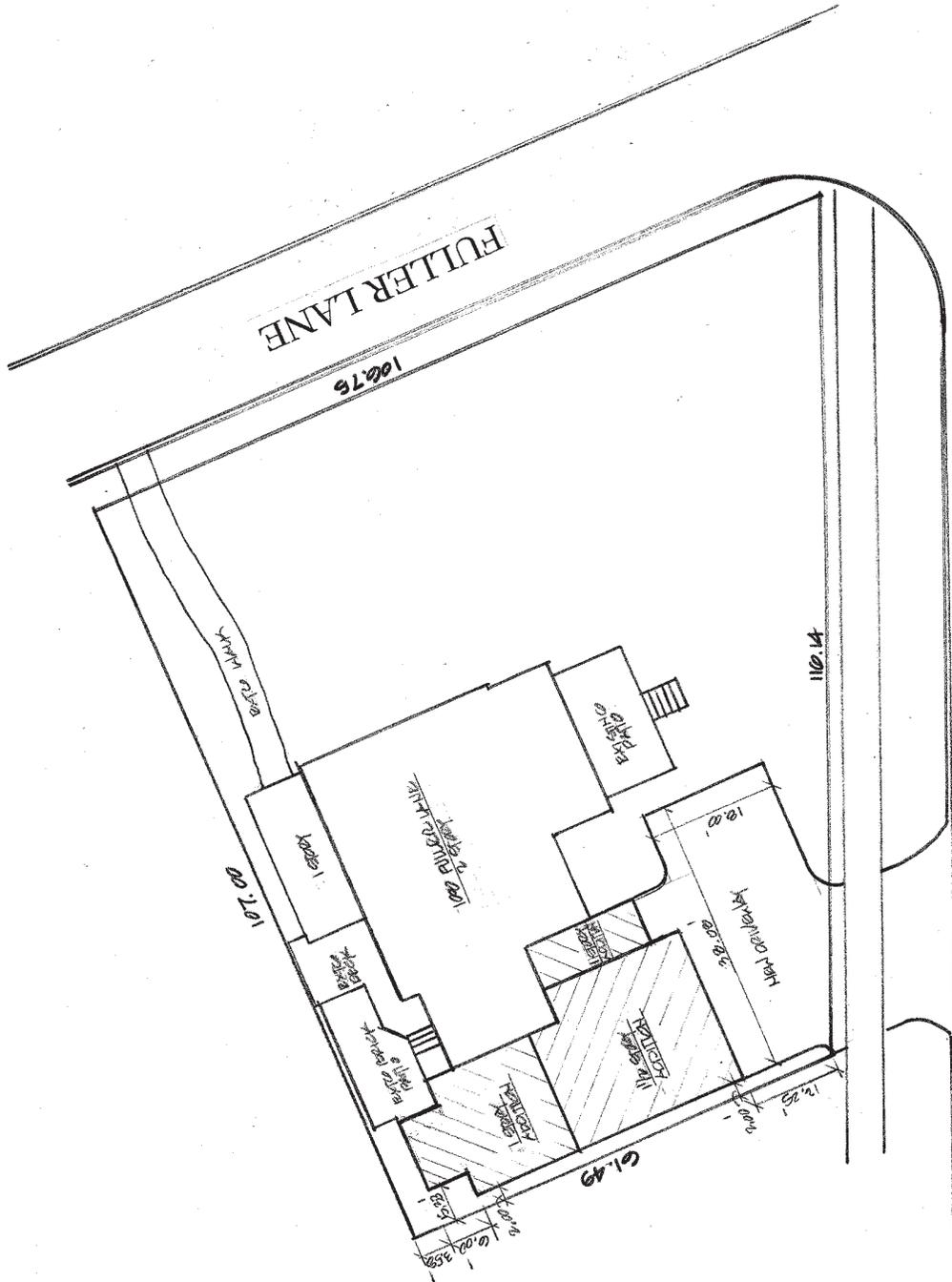
There is very restrictive parking for school staff and students on both Winnetka Avenue and Fuller Lane. We feel strongly that a two-car garage is a reasonable request, and ask permission for a single 18.0' garage door in lieu of two 9.0' doors to make turning around on our property a safer option, rather than having to back out blindly between cars and pedestrians onto Winnetka Avenue. The proposed wider door enables easier access to the new turnaround space, which also provides a place for our family and guest vehicles to park during restricted hours.

The proposed addition would improve the north and west setbacks from what currently exist and reduces the impervious surface coverage by 347 square feet. The south setback will encroach on Winnetka Avenue closer than the current house south wall by 1.80 feet. The current garage is only 1.34 feet from the west property line, and .89' (10 1/2") from the north property line; the house is 2.78 feet from the north property line. Our addition will be 2.00 feet from the west property line, and would be 3.58 feet from our north lot line, improving both setbacks from their existing non-conformities. We will be closer to Winnetka Avenue than presently exists, but the proposed driveway layout provides adequate turning space to safely enter and exit the property.

Our adjacent neighbors will be minimally affected by the proposed changes. To the south, the closest homes are Kenilworth properties and face Roslyn and Cumberland Roads; they are more than 60 feet away from our new garage. To the east, there is no change from the existing, and to the west is the New Trier athletic field. To the north, the addition will be farther away than our existing house and garage, and will be equal in height to the north wall closest to their home.

The proposed zoning relief does not alter the essential character of the neighborhood and will be consistent with the goals, objectives, and policies established in the zoning ordinance. The proposed variation will not impair an adequate supply of light and air to the adjacent properties, will not injure other property and its use, will not substantially increase the danger of fire or otherwise endanger public health, safety and welfare, and will not substantially diminish or impair property values within the neighborhood.

Thank you for your consideration.



WINNETKA AVENUE



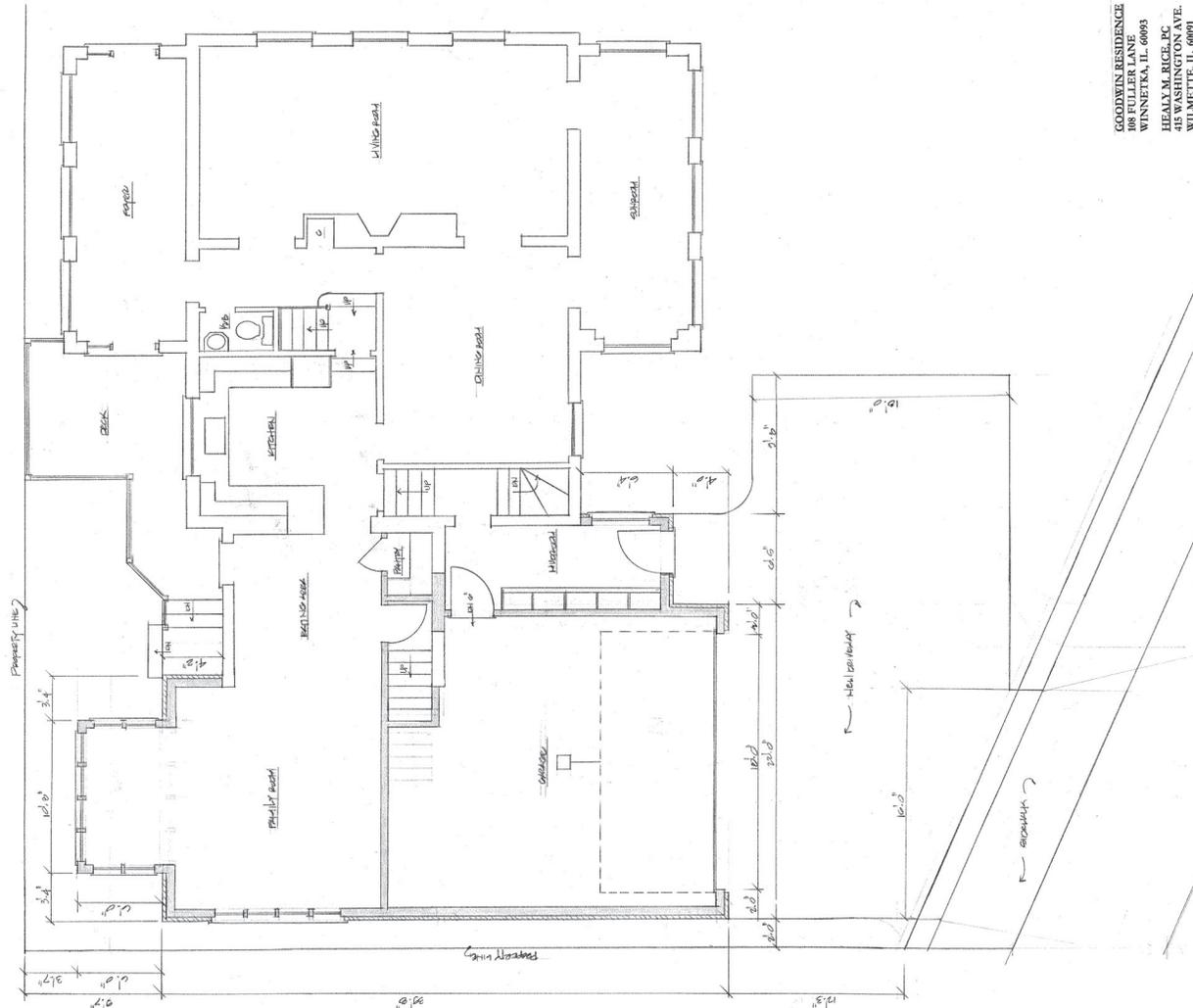
SITE PLAN

1"=16'-0"

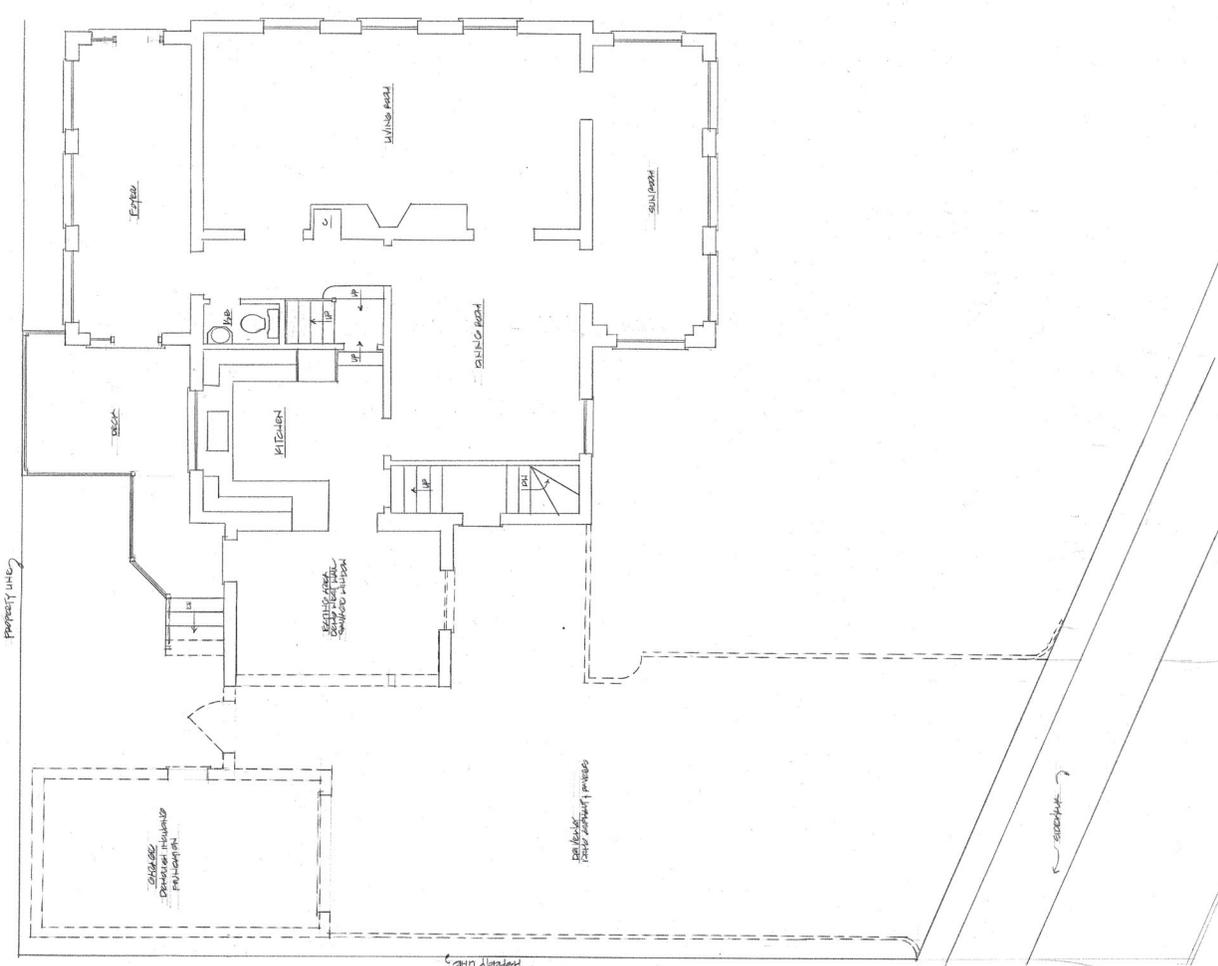
GOODWIN RESIDENCE
 108 FULLER LANE
 WINNETKA, IL. 60093

HEALY M. RICE, PC
 415 WASHINGTON AVE.
 WILMETTE, IL 60091
 847-853-0824
 healyrice@comcast.net

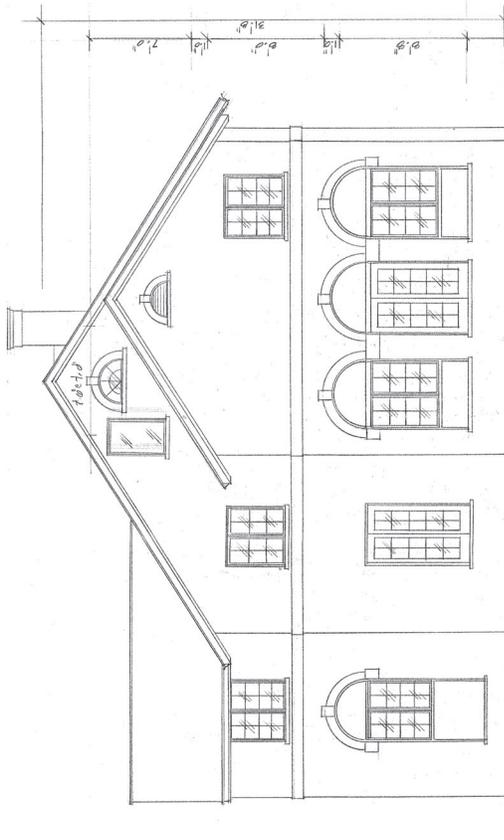
ZBA Agenda
 DATE 8 Fuller - Page 5 JAN 22



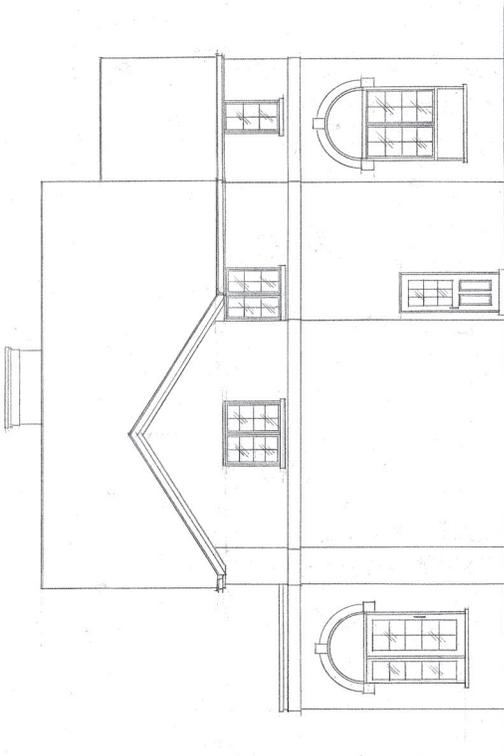
1ST FLOOR PLAN
 NEW CONSTRUCTION



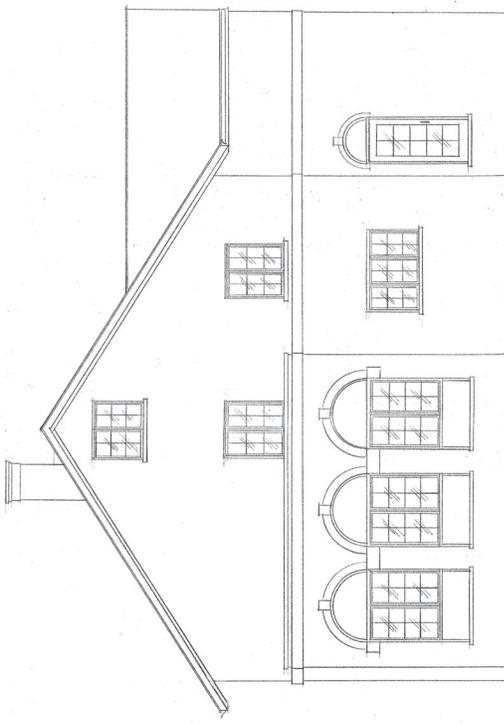
1ST FLOOR DEMOLITION



EXISTING SOUTH ELEVATION
1/8" = 1'-0"

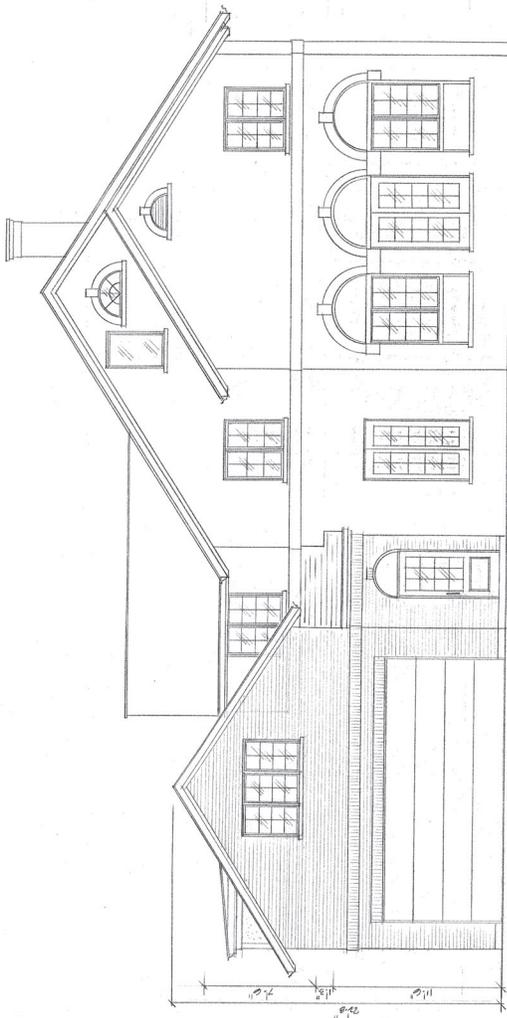


EXISTING WEST ELEVATION
1/8" = 1'-0"

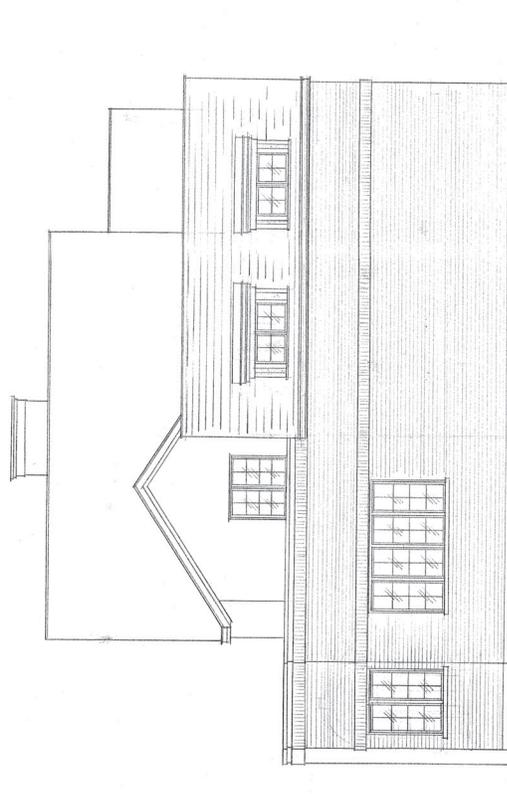


EXISTING NORTH ELEVATION
1/8" = 1'-0"

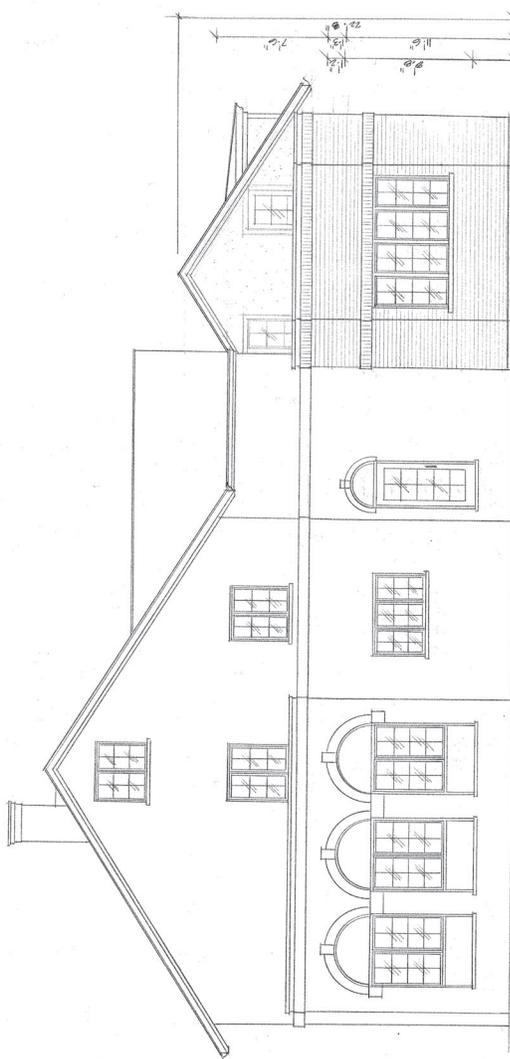
GOODWIN RESIDENCE
108 FULLER LANE
WINNETKA, IL. 60093
HEALY M. RICE, PC
415 WASHINGTON AVE.
WILMETTE, IL. 60091
847-853-0824
healmr@comcast.net
DATE 13 JAN 22
REVISED
SHEET 3 OF 4



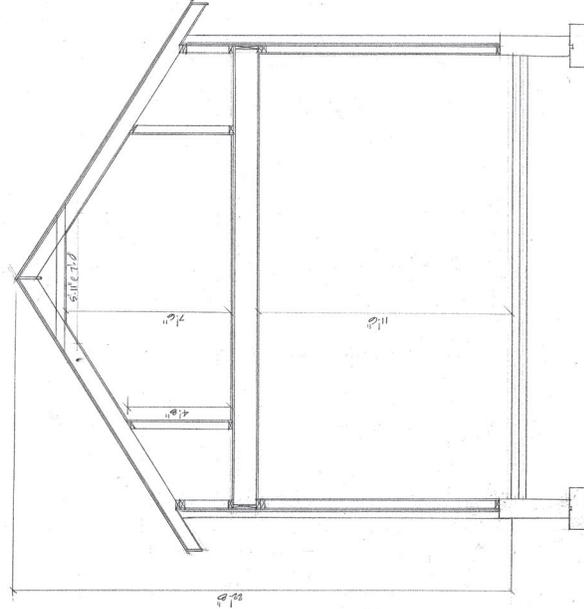
PROPOSED SOUTH ELEVATION
1/4" = 1'-0"



PROPOSED WEST ELEVATION
1/4" = 1'-0"



PROPOSED NORTH ELEVATION
1/4" = 1'-0"



GOODWIN RESIDENCE
808 FULLER LANE
WINNETKA, IL 60093
HEALY M. RICE, EC
415 WASHINGTON AVE.
NORTON, MA, IL 60091
877-854-4234
healyrice@comcast.net
DATE 13 JAN 22
REVISED
SHEET 4 OF 4
SCALE: 1/4" = 1'-0"

ATTACHMENT D

From: [REDACTED]
To: [Planning](#)
Subject: 22-04-V2
Date: Thursday, January 27, 2022 8:28:58 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.

Writing to support approval of addition to 108 Fuller lane
Godwin residence

Todd Helmink
115 Fuller

[Sent from Yahoo Mail for iPhone](#)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

**WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MEETING MINUTES
FEBRUARY 14, 2022**

Zoning Board Members Present: Matt Bradley, Chairman
Kate Casale MacNally
Kim Handler
Lynn Hanley
Mike Nielsen
Todd Vender

Zoning Board Members Absent: Max Weigandt

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

Case No. 22-04-V2: 108 Fuller Lane: An application submitted by Julia and Brian Goodwin seeking approval of zoning variations to allow construction of an addition to the existing residence at 108 Fuller Lane. The requested zoning variations would permit the addition to: (i) exceed the maximum permitted building size; and (ii) provide less than the minimum required corner yard setback from Winnetka Avenue; (iii) provide less than the minimum required side yard setback from the north property line; (iv) provide less than the minimum required rear yard setback from the west property line; and (v) exceed the maximum permitted width for a front facing attached garage door. The Village Council has final jurisdiction on this request.

Ms. Klaassen identified the variations being requested and the property's location, legal nonconforming size and zoning classification noting the lot's irregular shape. She also referred to property photos and current plat of survey containing the existing improvements. Ms. Klaassen then described the proposed addition's size and room composition and identified the first and second proposed floor plans and proposed corner, north and west elevations. She stated one email was received and no additional public correspondence was received. Ms. Klaassen stated following Board discussion and public comment, a Board Member may wish to make a motion to recommend approval or denial of the request as indicated on page 10. She noted there is no one at the Village Hall to comment and asked if there were any questions.

Mr. Vender asked if the detached garage was added later. Ms. Klaassen responded there may not have been a separate permit for the detached garage, as there is no record of a separate building permit for the garage in Village files and added the homeowner may know. Chairman Bradley referred to Figure 8 and asked if an area he identified is a bay window and not considered part of GFA. Ms. Klaassen explained how the zoning ordinance allowed 64 square feet for chimneys and bay windows and the encroachment limit into the side yard. She also explained the intent behind the requirements for two individual garage doors as opposed to allowing one larger 18-foot wide garage door.

Ms. Casale MacNally stated there is a fence on the Winnetka Avenue portion of the lot and asked if consideration was given to screening the proposed 18-foot garage door. Ms. Klaassen stated the site plan

1 doesn't represent any fencing; the applicant may be able to respond to that question. She confirmed a
2 detached garage located in the rear quarter of the lot would have received up to a 400 square foot GFA
3 bonus. Ms. Handler questioned whether two garage doors would not fit into the 18-foot opening resulting
4 in the request for a single garage door. Ms. Klaassen stated the proposed garage width of 22 feet is the
5 maximum width allowed for a front-facing attached garage. Mr. Nielsen asked if the GFA was not over by
6 188 feet if the home's siting is causing the problems. Ms. Klaassen confirmed that is correct with regard
7 to the side yard setback but not necessarily for the corner yard setback.
8

9 Mr. Norkus allowed the applicants into the meeting. Chairman Bradley swore in those speaking to this
10 matter. Julia and Brian Goodwin, the property owners, and Healy Rice, the architect, introduced
11 themselves to the Board. Ms. Rice stated the majority of the requests relate to the lot's unique
12 circumstances with limited area to build. She stated the one car garage is falling apart and is insufficient
13 to accommodate vehicles and storage. Ms. Rice stated the rear corner is the best option for adding the
14 garage as well as the family room and office in the space above the garage. She stated due to the proximity
15 to New Trier, there is limited on-street parking and described their current method of accessing the
16 property. Ms. Rice added their goal is to preserve open space and they have not yet considered fencing
17 issues at this time. She then asked if there were any questions. Mr. Goodwin added they want to make
18 the older home practical for a family of today.
19

20 Chairman Bradley asked if there were any questions. Ms. Hanley asked how long the owners have lived in
21 the home. The Goodwins responded four years and informed the Board they currently back their cars out
22 of the property. They confirmed they have the ability to park two vehicles side by side. Chairman Bradley
23 asked the applicants if they rent their driveway to students, and the Goodwins responded they do not.
24 Chairman Bradley asked if they considered a smaller 1.5 car garage although it would still require a
25 variance. Ms. Rice explained the lot size and setback limitations in terms of their ability to build and stated
26 a tandem setup would exacerbate the situation with the proposal making the most sense. Ms. Rice also
27 described the turning radius required if a garage post was installed to create two garage doors as opposed
28 to having a single garage door. Ms. Handler asked if consideration was given to make the single garage
29 door appear to be two doors. Ms. Rice confirmed they plan to incorporate that feature. Ms. Casale
30 MacNally asked how long construction would take and questioned staging for construction with regard to
31 the existing congestion. Ms. Rice responded permission is granted to allow construction vehicles to park
32 and estimated the project completion to take four months over the summer.
33

34 Chairman Bradley questioned the bay window which triggered a setback variance and whether it could be
35 made smaller. Ms. Rice informed the Board the home has no family room or mudroom and described the
36 manner in which the home is laid out. She stated the family addition at the rear would provide the kitchen-
37 family room layout desired by today's families. Ms. Rice also stated the addition would solve a number of
38 problems in the home and addressed the second floor addition design, function and features which would
39 work for the applicants. She added the inability to have the garage in the rear drove the design. No
40 additional questions were raised at this time.
41

42 Chairman Bradley then asked for public comment. Mr. Norkus allowed members of the public into the
43 meeting to comment. No comments were made at this time.
44

45 Chairman Bradley called the matter in for discussion. Ms. Handler stated she is in favor of granting the
46 variance due to the number of hardships and location. She then stated the addition on the west side of
47 the property was the best location, adds functionality and contributes to the home's architecture. Ms.
48 Hanley agreed with Ms. Hanley's comments referring to the difficulty in connection with corner lots in

1 terms of zoning and commented on the parking difficulty in the area. Mr. Nielsen agreed with the
2 comments made and stated he is in support of the request. Ms. Casale MacNally agreed with the
3 comments made and referred to the reasonable return standard which has not been met. She then stated
4 with regard to unique circumstances and it being a corner lot, she would be in favor of the request. Mr.
5 Vender stated it is an old home on a unique lot and commented it is a good design and he is in favor of
6 the request. Chairman Bradley stated he is also in support of the request and referred to the context being
7 set in terms of turnaround driveways.

8
9 Chairman Bradley then asked for a motion to recommend approval as noted on page 10. Ms. Casale
10 MacNally moved to recommend approval of the requested variations. The motion was seconded by Ms.
11 Hanley. A vote was taken and the motion unanimously passed, 6 to 0:

12 AYES: Bradley, Casale MacNally, Handler, Hanley, Nielsen, Vender

13 NAYS: None

14

15

DRAFT