



Village of Winnetka

Village Council Regular Meeting

August 1, 2023 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. August 8, 2023 Study Session - Cancelled
 - b. August 15, 2023 Regular Meeting
 - c. September 5, 2023 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Presentations**
 - a. Resolution No. R-71-2023: Appreciation Resolution - Crone Family (Adoption)
7. **Establishment of Consent Agenda**
8. **Approval of Consent Agenda**
 - a. Approval of Warrant List Dated July 3, 2023 - July 17, 2023
 - b. Ordinance No. M-11-2023: Approving Final Plat of Subdivision and Granting Variations from the Winnetka Zoning Ordinance (1415 and 1423 Asbury Avenue) (Adoption)
 - c. Resolution No. R-72-2023: Waiving Bidding and Approving an Agreement with Govtemp USA, LLC for Temporary Staffing Services (Adoption)
 - d. Resolution No. R-73-2023: Awarding a Contract to O.A.K.K. Construction Co., Inc. for Repair Services to the Fire Training Tower (Adoption)
 - e. Resolution No. R-75-2023: Waiving Bidding and Approving the Purchase of a New Public Works Vehicle from Custom Truck One Source Inc. (Adoption)
9. **Ordinances and Resolutions**
 - a. Ordinance No. M-12-2023: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of an Addition to an Existing Residence

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).

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.

within the R-4 Single Family Residential District (258 Ridge Avenue)
(Introduction/Adoption)

- b. Resolution No. R-74-2023: A Resolution Approving a Reimbursement to the Village of Kenilworth for Design Services for the Green Bay Road Streetscape Concept Plan (Adoption)

10. Old Business

11. New Business

- a. 808 Oak Street - Zoning Ordinance Text Amendment to Allow New Multi-Family Buildings in the C-2 General Retail Commercial District (Policy Direction)

12. Appointments

13. Closed Session

14. Adjournment

RESOLUTION NO. R-71-2023
THE VILLAGE COUNCIL OF WINNETKA, ILLINOIS
August 1, 2023

WHEREAS, Jennifer and Chris Crone have long been advocates and stewards for the Crow Island Woods, and have supported restoration and preservation efforts for the Woods, and have worked with the Village to develop a plan that protects and retains the existing natural resources of the area; and

WHEREAS, it is with great pleasure and gratitude that the Village of Winnetka acknowledges and expresses our deepest thanks to Jennifer and Chris Crone for their cooperation and collaboration in the successful purchase of the property at 1205 Sunset; and

WHEREAS, through the dedication, hard work, and strategic planning of all parties involved, including Jennifer and Chris Crone, legal representatives, and other individuals, the Village purchase of the property was executed with utmost professionalism and efficiency; and

WHEREAS, the purchase of the property has brought significant benefits and opportunities to the Village of Winnetka, and has enabled us to fulfill our vision of the Crow Island phase of the Stormwater Vision project and achieve our goals of overall flood relief for the Village; and

WHEREAS, we recognize the purchase of the property signifies a vital step in completion of the Stormwater Vision Project for the Village of Winnetka; and

NOW THEREFORE, BE IT RESOLVED that the Village Council, on behalf of the Village of Winnetka and Village staff, commends Jennifer and Chris Crone for their extraordinary contribution to the Village and extend our sincere gratitude and warmest thanks to all individuals involved in the purchase of the property; and

BE IT FURTHER RESOLVED that we pledge to be responsible stewards of the property and use the site to further realize the vision of the Stormwater Project.

Chris Rintz, Village President

Attest:

Robert M. Bahan, Village Manager



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated July 3, 2023 - July 17, 2023

PRESENTER: Robert M. Bahan

AGENDA DATE: August 1, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated July 3, 2023 - July 17, 2023

RECOMMENDATION:

Consider Approving the Warrant List Dated July 3, 2023 - July 17, 2023

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Ordinance No. M-11-2023: Approving Final Plat of Subdivision and Granting Variations from the Winnetka Zoning Ordinance (1415 and 1423 Asbury Avenue) (Adoption)

PRESENTER: David Schoon

AGENDA DATE: August 1, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

On July 18, 2023, the Village Council approved introduction of Ordinance No. M-11-2023, an Ordinance Approving a Final Plat of Subdivision and Granting Variations from the Winnetka Zoning Ordinance (1415 and 1423 Asbury Avenue) (**Attachment 1**).

EXECUTIVE SUMMARY:

On July 18, 2023, the Village Council discussed the application submitted by Judy Lesnik (the Applicant), as the owner of the properties located at 1415 Asbury Avenue and 1423 Asbury Avenue (collectively, the "Subject Property"). The Applicant has filed an application seeking:

1. **Final Plat** approval to relocate the lot line dividing the two properties, including a finding of "No Material Increased Adverse Impact" for the existing improvements at 1415 Asbury Avenue (Proposed Lot 2), which (a) exceed the maximum permitted building size (GFA); (b) exceed the maximum permitted front yard lot coverage; (c) observe less than the minimum required front yard setback; and (d) does not provide the required building line articulation on the east side building walls; and
2. Approval of the following **zoning variations**:
 1. **Gross Floor Area (GFA)** of 7,139.32 square feet at 1415 Asbury Avenue (Proposed Lot 2), whereas a maximum of 4,300.51 square feet is permitted, a variation of 2,838.81 square feet (66.01%) [Section 17.30.040 – Maximum Building Size] [Note: The existing residence is currently nonconforming with respect to the GFA];
 2. **Side Yard Setback** of 2.59 feet from the new east property line to the existing residence at 1423 Asbury Avenue (Proposed Lot 1), whereas a minimum of 6.62 feet is required, a variation of 4.03 feet (60.88%) [Section 17.30.060 – Side Yard Setback]; and
 3. **Total Side Yard Setback** of 13.48 feet for the existing residence at 1423 Asbury Avenue (Proposed Lot 1), whereas a minimum of 16.56 feet is required, a variation of 3.08 feet (18.6%) [Section 17.30.060 – Side Yard Setback].

After discussing the proposed plan and the recommendations of the Zoning Board of Appeals and Plan Commission, the Council voted 6-0 to approve introduction of Ordinance No. M-11-2023, granting the requested relief. The Council's discussion was primarily focused on the concerns expressed by the adjacent property owner to the west of the Subject Property related to stormwater. The neighbor submitted correspondence to the Council the evening of the July 18, 2023, Council meeting. The email was provided to the Council via email shortly before the meeting and a hard copy was provided at the meeting (**Attachment 2**). The Applicant will be required to submit final engineering plans with a building permit application to construct the proposed improvements. Village Engineering staff will review the final engineering plans to verify compliance with the Village stormwater regulations and a final as-built topographic survey will be required upon completion of the construction to confirm the improvements comply with the approved final engineering plans.

RECOMMENDATION:

The Council may wish to consider adoption of Ordinance No. M-11-2023.

ATTACHMENTS:

1. Ordinance No. M-11-2023: Approving a Final Plat of Subdivision and Granting Variations from the Winnetka Zoning Ordinance (1415 & 1423 Asbury Avenue)
2. Public Correspondence Received After Posting of July 18, 2023, Village Council Agenda

**AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND
GRANTING VARIATIONS FROM THE WINNETKA ZONING ORDINANCE
(1415 and 1423 Asbury Avenue)**

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

WHEREAS, Judy Lesnik ("***Applicant***"), is the record title owner of the adjoining parcels of real property commonly known as 1423 Asbury Avenue ("***1423 Asbury Property***"), and 1415 Asbury Avenue ("***1415 Asbury Property***"), each legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (the 1423 Asbury Property and 1415 Asbury Property are, collectively, the "***Subject Property***"); and

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

WHEREAS, the Applicant desires to move the lot line between the 1423 Asbury Property and 1415 Asbury Property, thereby creating two new lots of record ("***Proposed Subdivision***"); and

WHEREAS, the Applicant desires to remove the existing detached garage on the 1423 Asbury Property and replace it with a new detached garage; and

WHEREAS, the Applicant desires to construct a new detached garage on the 1415 Asbury Property; and

WHEREAS, the 1415 Asbury Property is currently a legal nonconforming lot because it exceeds the maximum building size permitted by Section 17.30.040 of the Zoning Ordinance; and

WHEREAS, pursuant to Section 17.30.060 of the Zoning Ordinance, the 1423 Asbury Property must have side yard setbacks of no less than 6.62 feet, and a total side yard setback of no less than 16.56 feet; and

WHEREAS, pursuant to Section 17.30.040 of the Zoning Ordinance, the 1415 Asbury Property is permitted a maximum building size of 4,300.51 square feet; and

WHEREAS, following the Proposed Subdivision, the 1423 Asbury Property will have: (i) a side yard setback along the east side of the 1423 Asbury Property of 2.59 feet; and (ii) a total side yard setback of 13.48 feet; and

WHEREAS, following the Proposed Subdivision, the 1415 Asbury Property, with the proposed garage and the existing residence on the 1415 Asbury Property, the total building size would be 7,139.32 square feet; and

WHEREAS, the Applicant filed an application with the Village for: (i) approval of a final plat of subdivision for the Proposed Subdivision ("**Final Plat**"); (ii) a zoning variation from Section 17.30.060 of the Zoning Ordinance for the 1423 Asbury Property to allow for a side yard setback along the east side of the 1423 Asbury Property of 2.59 feet ("**Side Setback Variation**"); (iii) a zoning variation from Section 17.30.060 of the Zoning Ordinance for the 1423 Asbury Property to allow for a the total side yard setback to be 13.48 feet ("**Total Side Setback Variation**"); and (iv) a zoning variation from Section 17.30.040 of the Zoning Ordinance for the 1415 Asbury Property to have a total building size of 7,139.32 square feet ("**Building Size Variation**") (the Side Setback Variation, Total Side Setback Variation, and Building Size Variation are, collectively, the "**Variations**") (the Final Plat and Variations are, collectively, the "**Requested Relief**"); and

WHEREAS, on March 22, 2023, after due notice thereof, the Winnetka Plan Commission held a public hearing on the Final Plat; and

WHEREAS, pursuant to Section 16.12.010.D.4 of the Winnetka Village Code, as amended, the Plan Commission determined that the existing legal nonconformities at it relates to the 1415 Asbury Property, in the context of the proposed Final Plat, would not result in a material increased adverse impact upon the public health, safety, or welfare; and

WHEREAS, on March 22, 2023, the Plan Commission, by a vote of four members in favor and none opposed, recommended that the Council of the Village of Winnetka ("**Village Council**") approve the Final Plat; and

WHEREAS, on June 12, 2023, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the Variations and, by a vote of five members in favor and none opposed, recommended that the Village Council approve the Variations; and

WHEREAS, while the 1415 Asbury Property will remain nonconforming to the Zoning Ordinance, pursuant to Section 16.12.010(D) of the "Winnetka Village Code of 1999," as amended ("**Village Code**"), such nonconformities, in the context of the Requested Relief, will not result in a material increased adverse impact upon the public health, safety or welfare; and

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

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

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

SECTION 2: APPROVAL OF FINAL PLAT. Subject to and contingent upon the conditions set forth in Section 4 of this Ordinance, and pursuant to Sections 16.04.030 and 16.08.010 of the Subdivision Ordinance and the Village's home rule authority, the Village Council hereby approves the Final Plat, prepared by Doland Engineering, LLC, and consisting of one sheet,

with a latest revision date of February 24, 2023, attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Variations from Section 17.30.040 and 17.30.060 are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 4: CONDITIONS. The 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. Compliance with Subdivision Ordinance. The approvals granted in Section 2 and 3 of this Ordinance are subject to and conditioned upon compliance with, and the inclusion of all of the information on the Final Plat required by Chapter 16.08 of the Subdivision Ordinance.
- B. Compliance with 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), the development, use, and maintenance of the Proposed Garages on both the 1415 Asbury Property and the 1423 Asbury Property must be in strict accordance with the following plans copies of which are attached to, and by this reference, made part of this Ordinance as **Group Exhibit C (“Plans”)**:
 - 1. Existing Topography, Tree Preservation, Erosion Control, Demolition Notes & Proposed Grading & Site Restoration Plan, prepared by Bono Consulting Civil Engineers, consisting of one sheet, with a latest revision date of May 23, 2023;
 - 2. Proposed Grading & Utility Plan, prepared by Bono Consulting Civil Engineers, consisting of one sheet, with a latest revision date of May 23, 2023;
 - 3. Standard Details prepared by Bono Consulting Civil Engineers, consisting of one sheet, with a latest revision date of May 23, 2023;
 - 4. Proposed Site Plan for the 1423 Asbury Property, prepared FWC Architects, Inc., consisting of one sheet, with a latest revision date of May 9, 2023;
 - 5. Elevations and Floorplan for the 1423 Asbury Property, prepared FWC Architects, Inc., consisting of two sheets, with a latest revision date of February 23, 2023;
 - 6. Proposed Site Plan for the 1415 Asbury Property, prepared FWC Architects, Inc., consisting of one sheet, with a latest revision date of February 24, 2023; and

7. Elevations and Floorplan for the 1415 Asbury Property, prepared FWC Architects, Inc., consisting of two sheets, with a latest revision date of February 8, 2023.
- C. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Subdivision and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, Ordinances, rules, or regulations, the 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.

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

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

SECTION 7: RECORDATION OF ORDINANCE; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County 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 their heirs, representatives, successors, and assigns.

SECTION 8: 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 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Section 2 and 3 of this Ordinance unless it first provides the 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 9: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

SECTION 10: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 11: EFFECTIVE DATE.

A. This Ordinance will be in full force and effect after the later of: (i) its passage and approval as provided by law; and (ii) the demolition of the existing garage currently located on the 1423 Asbury Property.

B. The Approvals set forth in Sections 2 and 3 of this Ordinance will be effective only upon: (i) the filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit D** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance; and (ii) the approval and recording of the Final Plat.

C. 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 11.B of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare the Approvals granted in this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 1 day of August, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2023.

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 _____,
2023.

Introduced: 18th day of July, 2023

Passed and Approved: _____, 2023

August 1, 2023

6

M-11-2023

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 1:

LOT 20 AND THE WEST 1/2 OF LOT 21 IN BLOCK 22 IN CHICAGO NORTH SHORE LAND CO.'S SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

P.I.N. 05-18-217-019-000

Commonly known as 1423 Asbury Avenue, Winnetka, Illinois.

LOT 2:

THE EAST 1/2 OF LOT 21 AND ALL OF LOT 22 IN BLOCK 22 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 05-18-217-020-0000

Commonly known as 1415 Asbury Avenue, Winnetka, Illinois.

{00133479.1}

EXHIBIT B

FINAL PLAT

(SEE ATTACHED EXHIBIT B)

LESNIK RESUBDIVISION II

A RESUBDIVISION OF LOTS 1 AND 2 IN LESNIK RESUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SURVEYOR

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, JASON R. DOLAND, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 AND 2 IN LESNIK RESUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY IS LOCATED IN WINNETKA, COOK COUNTY, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN, AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE II OF THE ILLINOIS MUNICIPAL CODE, AS HERETOFORE AND HEREFTER AMENDED.

I FURTHER CERTIFY, BASED UPON THE FLOOD INSURANCE RATE MAP No. 1703100232A, WITH EFFECTIVE DATE OF 06/19/08 THAT SAID PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

I HEREBY PERMIT A REPRESENTATIVE OF THE VILLAGE OF WINNETKA, IL TO RECORD THIS DOCUMENT.

DATED AT PALATINE, ILLINOIS THIS _____ DAY OF _____, 20____

REGISTERED ILLINOIS LAND SURVEYOR _____

OWNERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

WE, _____ AND _____, HEREBY CERTIFIES THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON, AND HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN FOR THE USES AND PURPOSES THEREIN SET FORTH.

THIS ____ DAY OF _____, 20____

OWNER'S SIGNATURE _____ ADDRESS: _____

OWNER'S SIGNATURE _____ ADDRESS: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT _____ AND _____, OWNERS OF THE PROPERTY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS STATEMENT AS HIS FREE AND VOLUNTARY ACT.

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

NOTARY PUBLIC _____

VILLAGE OF BOARD OF TRUSTEES

STATE OF ILLINOIS)
COUNTY OF COOK) SS

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

THIS ____ DAY OF _____, 20____

VILLAGE PRESIDENT, WINNETKA, IL _____ VILLAGE CLERK _____

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED BY THE VILLAGE OF WINNETKA PLAN COMMISSION.

AT A MEETING HELD THE ____ DAY OF _____, 20____

CHAIR _____

SECRETARY _____

SUBMITTED BY AND RETURN PLAT TO:

VILLAGE OF WINNETKA
DEPARTMENT OF COMMUNITY DEVELOPMENT
510 GREEN BAY ROAD
WINNETKA, ILLINOIS 60093

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

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

THIS ____ DAY OF _____, 20____

VILLAGE COLLECTOR _____

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED THIS ____ DAY OF _____, 20____ BY THE VILLAGE OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

VILLAGE ENGINEER _____

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED THIS ____ DAY OF _____, 20____ BY THE DIRECTOR OF THE WATER AND ELECTRIC DEPARTMENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

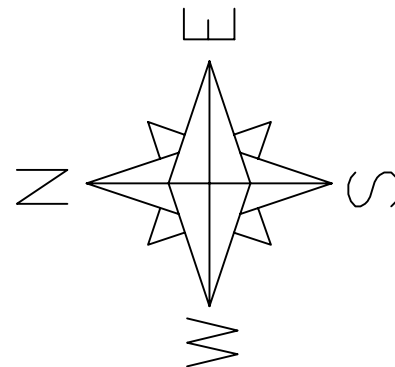
WATER AND ELECTRIC DIRECTOR _____

EXHIBIT B



66' R.O.W.
HERETOFORE DEDICATED
FOR PUBLIC STREET

ASBURY AVENUE



SCALE: 1"=20'

EXISTING PROPERTY P.I.N.'S

05-18-217-020-0000
05-18-217-019-0000

PREPARED BY:

DOLAND ENGINEERING, LLC
-CIVIL ENGINEERING ~ LAND SURVEYING ~ LAND PLANNING-
334 EAST COLFAX STREET, SUITE C
PALATKA, ILLINOIS 60067
(847) 991-9098
(847) 934-3427-FAX

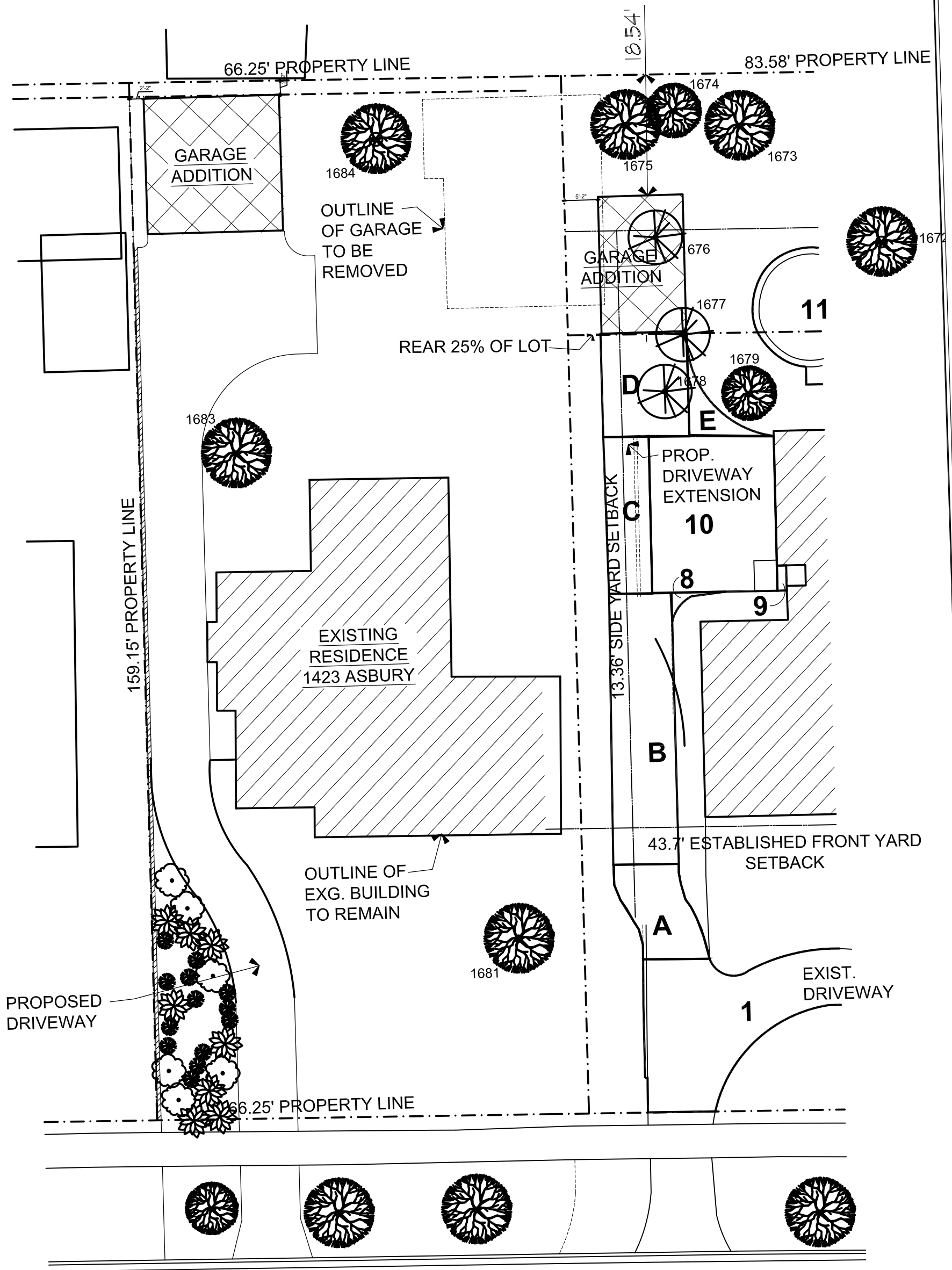
OCTOBER 06, 2022
FEBRUARY 07, 2023
FEBRUARY 24, 2023

EXHIBIT C

PLANS

(SEE ATTACHED EXHIBIT C)

{00133479.1}



PROPOSED SITE PLAN

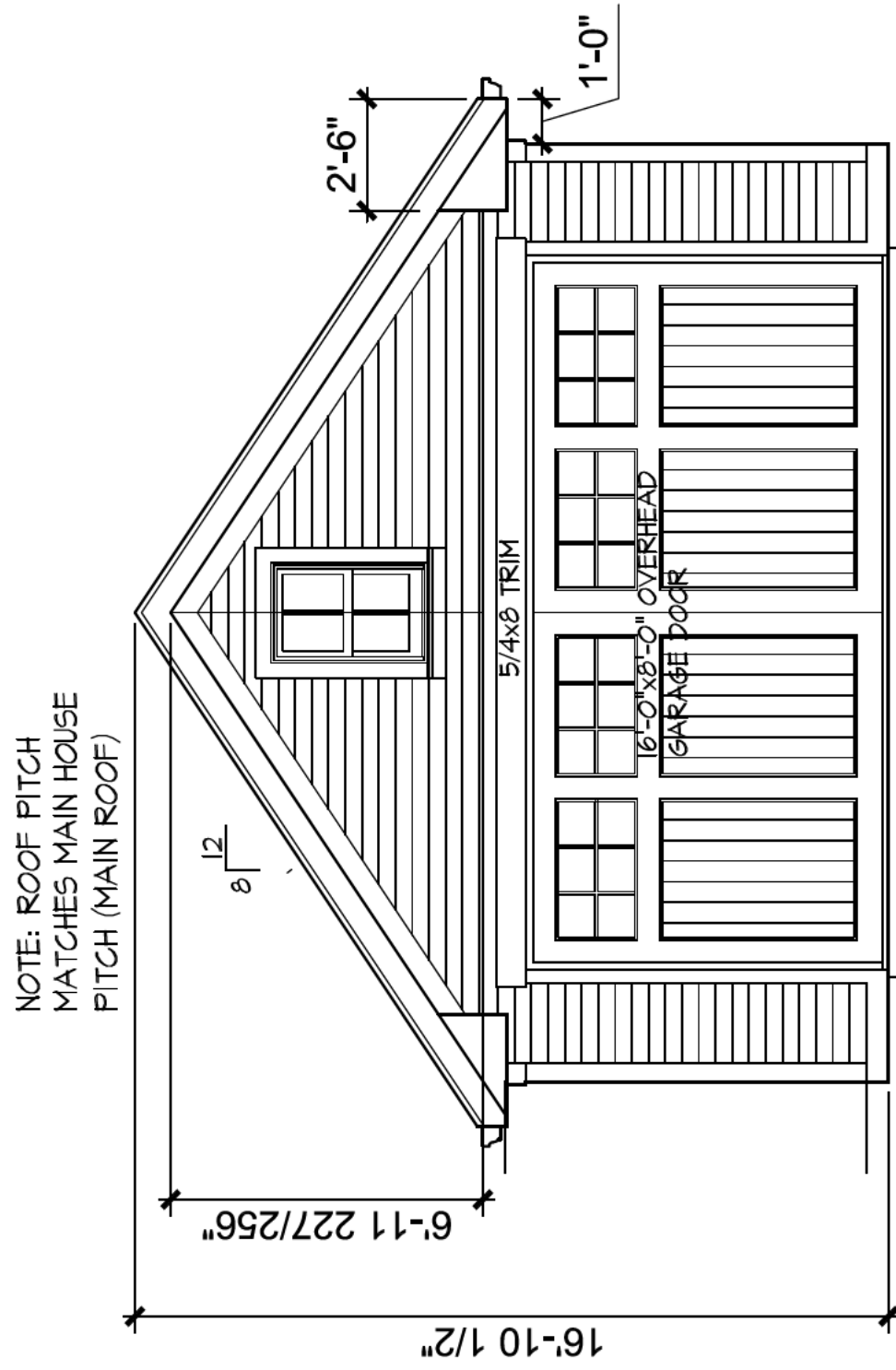
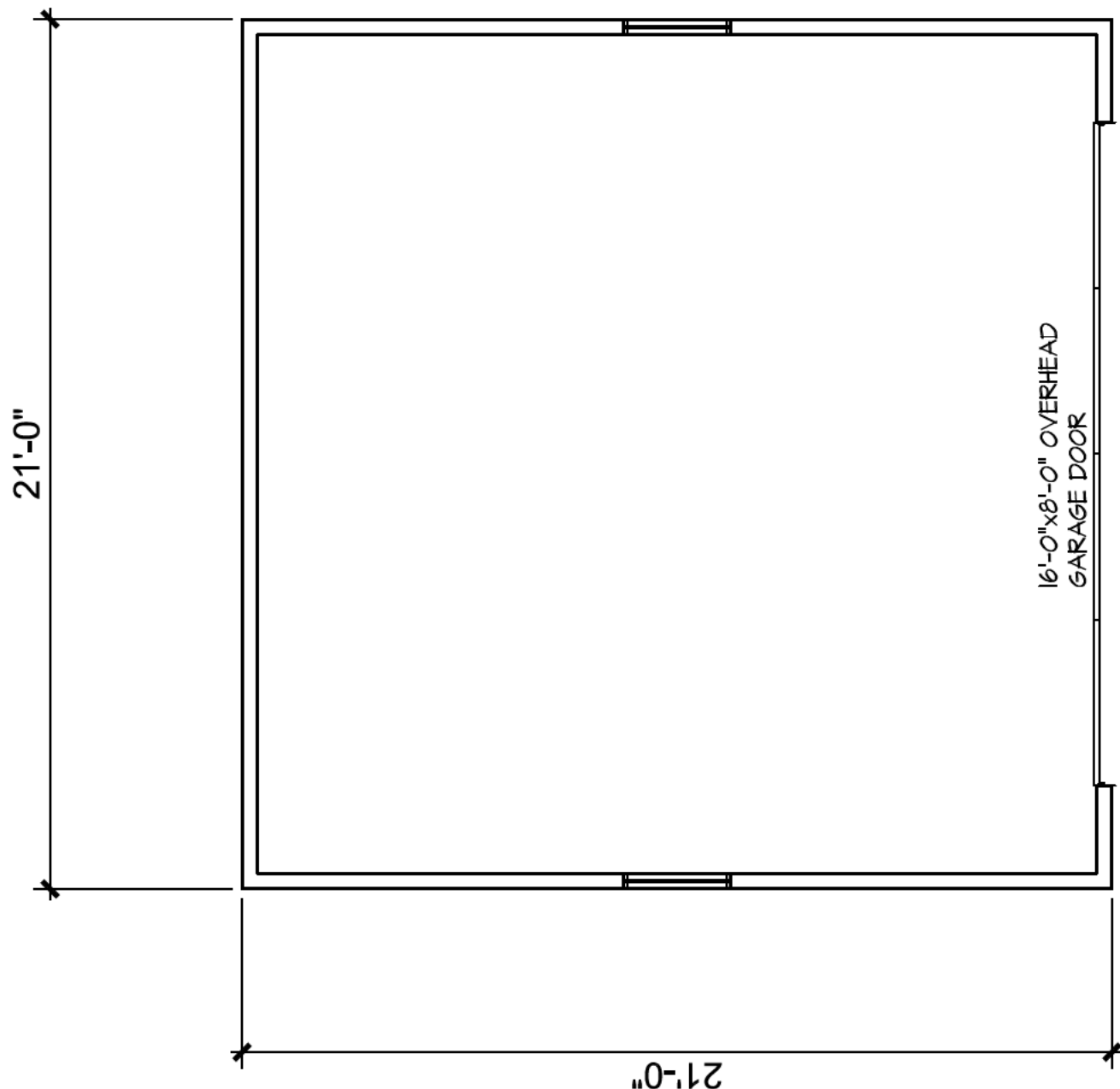
SCALE: 1" = 15'-0"



EXISTING TREE
TO REMAIN



TREE TO BE
REMOVED



NOTE: ROOF PITCH
MATCHES MAIN HOUSE
PITCH (MAIN ROOF)

FRONT ELEVATION

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

FIRST FLOOR PLAN

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

16'-10 1/2"

8' 12"

NOTE: ROOF PITCH
MATCHES MAIN HOUSE
PITCH (MAIN ROOF)

2'-6"

1'-0"

1'-0"

1'-0"

1'-0"

16'-10 1/2"

8' 12"

2'-6"

1'-0"

1'-0"

1'-0"

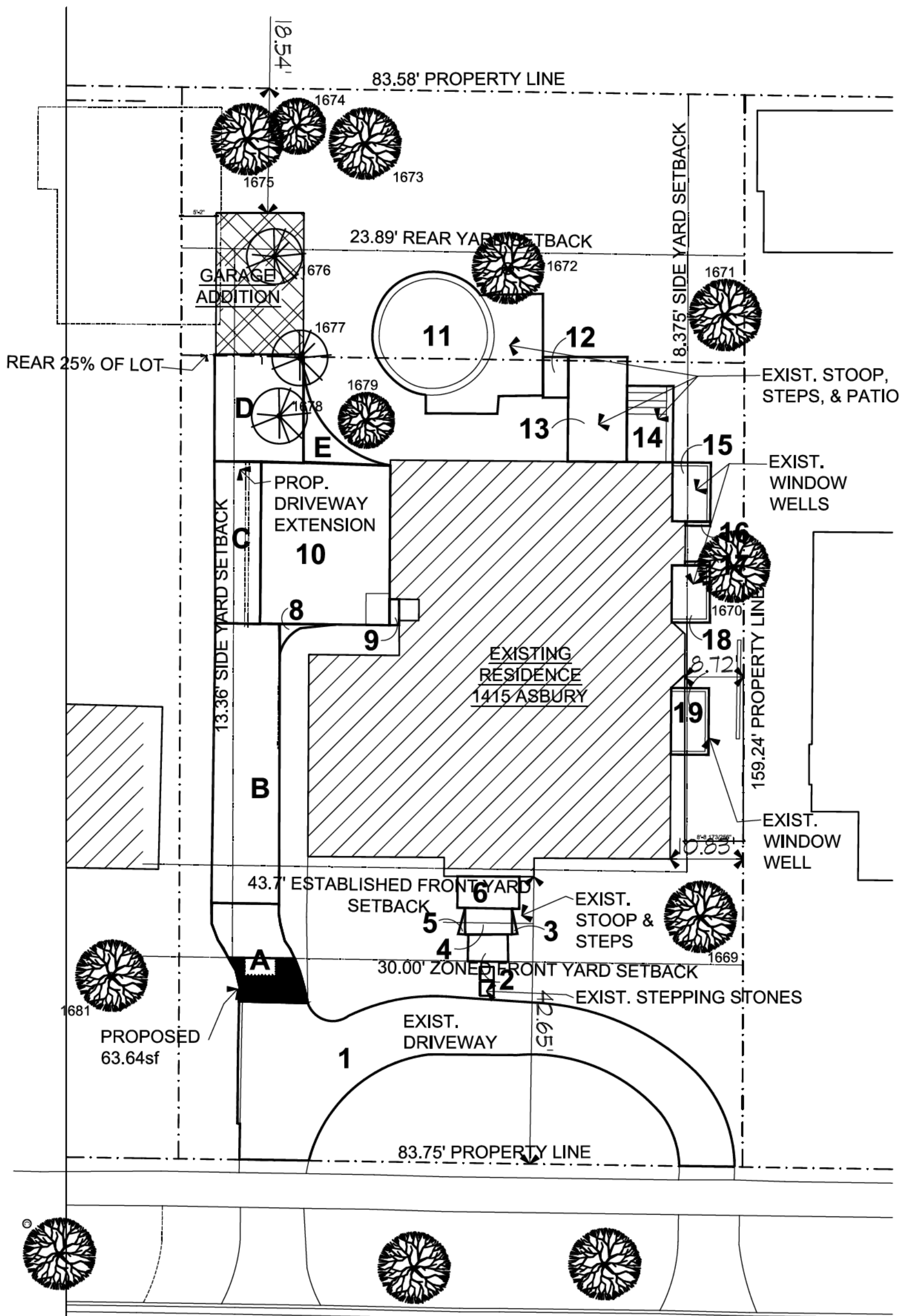
1'-0"

REAR ELEVATION

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

LEFT & RIGHT ELEVATION

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



PROPOSED SITE PLAN

SCALE: 1/16" = 1'-0"

EXISTING TREE TO REMAIN

TREE TO BE REMOVED

COPYRIGHT 2023 FWC ARCHITECTS, INC. ALL RIGHTS RESERVED



FWC ARCHITECTS, INC.
303 WAUKEGAN AVENUE
HIGHWOOD, ILLINOIS 60040
TEL : (847)579-5200

LESNIK RESIDENCE
Page 23 of 178

A New Remodel for:
Judy Lesnik
1415 ASBURY
WINNETKA, IL 60093

COMM. NO.
DATE:
2/24/23

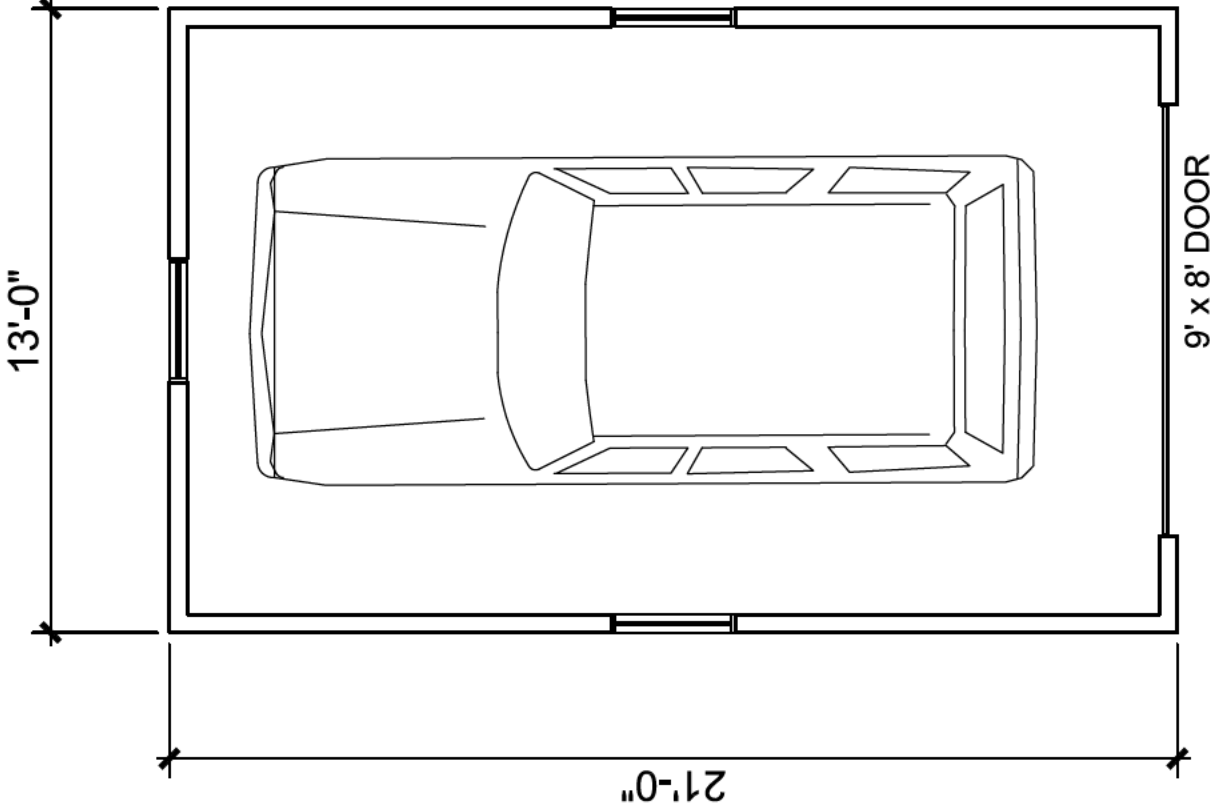


FWC ARCHITECTS, INC.
303 WAUKEGAN AVENUE
HIGHWOOD, ILLINOIS 60040
TEL : (847)579-5200

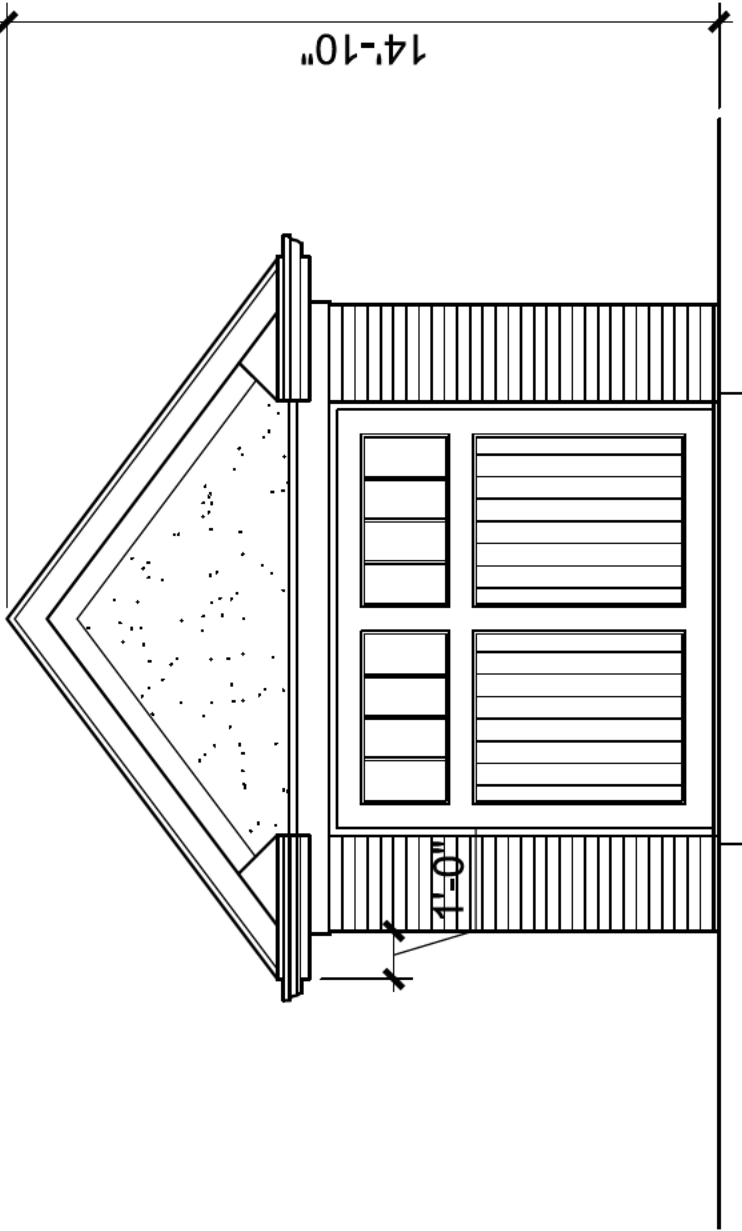
A New Remodel for:
Judy Lesnik
1423 ASBURY
WINNETKA, IL 60035

**LESNIK
RESIDENCE**

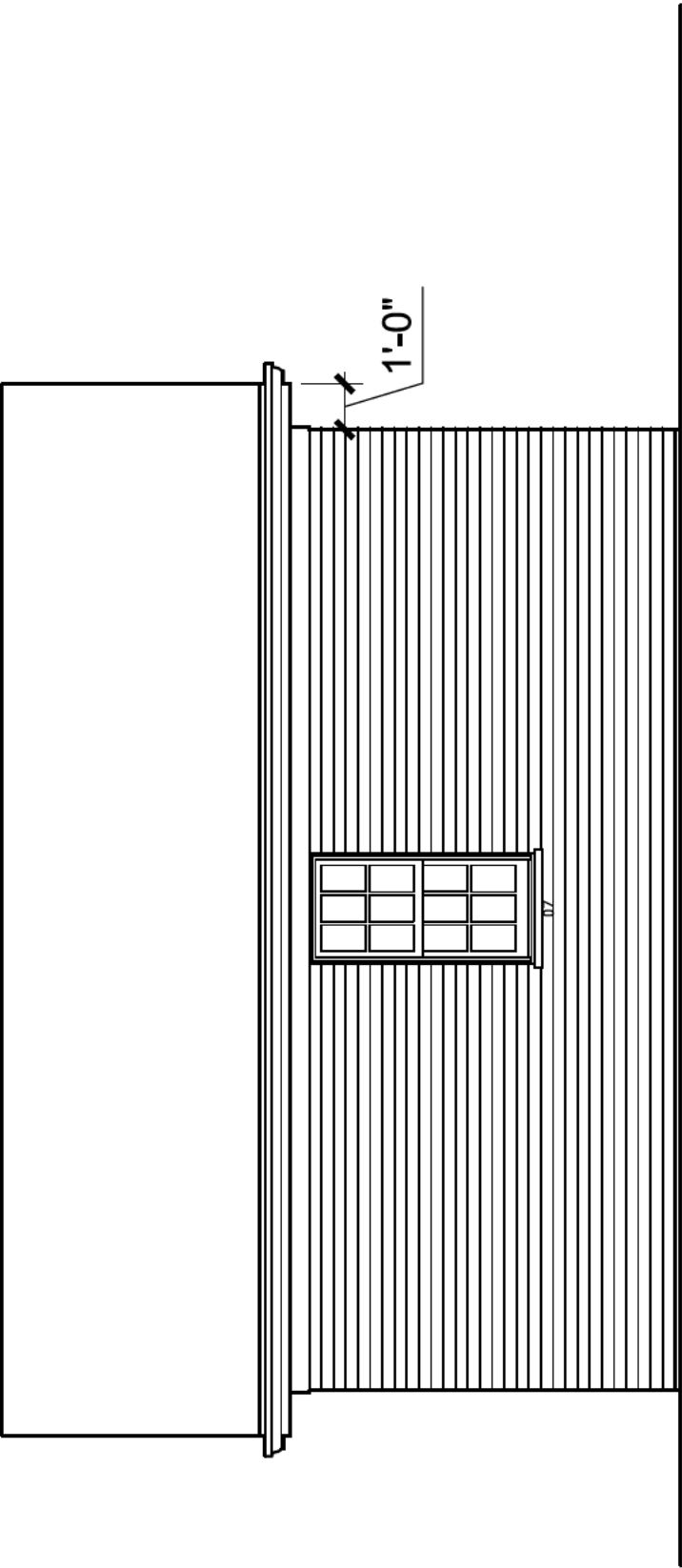
COMM. NO.
DATE:
2/8/23



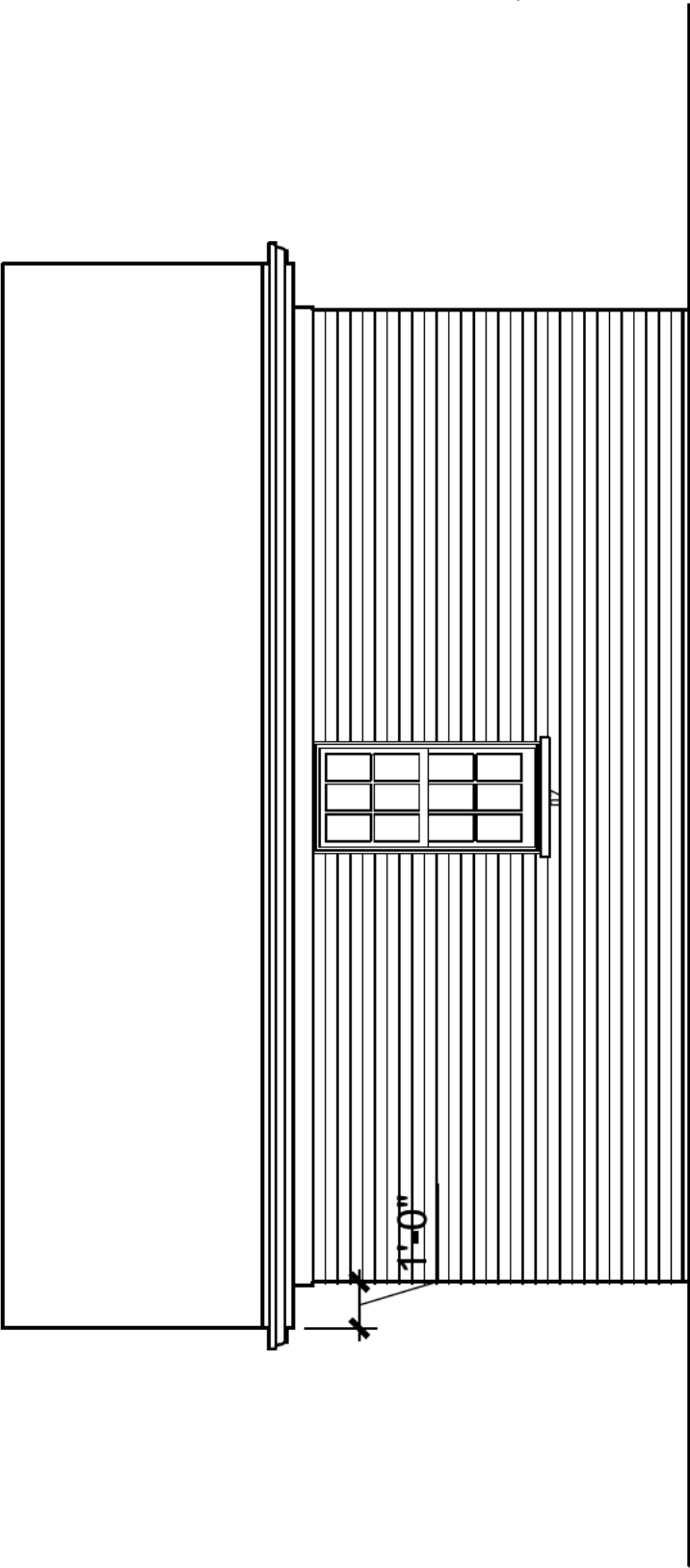
FLOOR PLAN
SCALE: 1/4" = 1'-0"



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



LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

EXHIBIT D
UNCONDITIONAL AGREEMENT AND CONSENT

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

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

WHEREAS, Judy Lesnik ("***Applicant***"), is the record title owner of the adjoining parcels of real property commonly known as 1423 Asbury Avenue ("***1423 Asbury Property***"), and 1415 Asbury Avenue ("***1415 Asbury Property***"), each legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (the 1423 Asbury Property and 1415 Asbury Property are, collectively, the "***Subject Property***"); and

WHEREAS, the Applicant desires to move the lot line between the 1423 Asbury Property and 1415 Asbury Property, thereby creating two new lots of record ("***Proposed Subdivision***"); and

WHEREAS, the Applicant filed an application with the Village for: (i) approval of a final plat of subdivision for the Proposed Subdivision ("***Final Plat***"); (ii) a zoning variation from Section 17.30.060 of the Zoning Ordinance for the 1423 Asbury Property to allow for a side yard setback along the east side of the 1423 Asbury Property of 2.59 feet ("***Side Setback Variation***"); (iii) a zoning variation from Section 17.30.060 of the Zoning Ordinance for the 1423 Asbury Property to allow for a the total side yard setback to be 13.48 feet ("***Total Side Setback Variation***"); and (iv) a zoning variation from Section 17.30.040 of the Zoning Ordinance for the 1415 Asbury Property to have a total building size of 7,139.32 square feet ("***Building Size Variation***") (the Side Setback Variation, Total Side Setback Variation, and Building Size Variation are, collectively, the "***Variations***") (the Final Plat and Variations are, collectively, the "***Requested Relief***"); and

WHEREAS, Ordinance M-11-2023, adopted by the Village Council on _____, 2023 ("***Ordinance***"), approved the Requested Relief; and

WHEREAS, Section 11 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant hereby agrees and covenants 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.

{00133479.1}

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 approval of the Final Plat and grant of the Variation or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the 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 approving the Final Plat and granting the Variation.

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: _____, 2023

JUDY LESNICK

ATTACHMENT 2

From: [REDACTED]
To: [David Schoon](#); [Ann Klaassen](#)
Cc: [REDACTED]
Subject: Input from 1427 Asbury re: 1423 driveway/garage relocation
Date: Tuesday, July 18, 2023 5:59:49 PM
Attachments: [Screenshot 2023-07-18 at 1.54.15 PM.png](#)
[Screenshot 2023-07-18 at 2.45.51 PM.png](#)
[Screenshot 2023-07-18 at 2.54.02 PM.png](#)
[07b05038-3164-47ce-810f-095b31342f22.png](#)

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

To whom it may concern:

We are the residents of 1427 Asbury Avenue and are unfortunately not able to attend tonight's meeting.

We received and appreciated Emily Grimm's June 15th email and response to our stormwater and drainage concerns re: the 1423 Asbury property, as well as the village's responses to our questions and assurance that the relocation of the 1423 garage/driveway will not negatively impact our property - particularly from a stormwater/drainage perspective. Furthermore, that the relocation and proposed stormwater curb will not in any way disturb our existing fence.

We understand they were not able to play the video we provided at the June ZBA meeting which showed the 1423 stormwater issues. To help better understand our concern, attached are several photos of the 1423 Asbury backyard from two rain events in March and April of this year. As the standing stormwater in the photos is in the location in the backyard of 1423 Asbury where the garage/driveway will be relocated, we felt this was important to highlight so you can understand our concern.

As you consider approval for the garage/driveway relocation request from the applicant, we'd like to request the continued assurance and commitment from the village engineers and the applicant that the relocation of the driveway/garage will not negatively impact our property - particularly from a stormwater/drainage perspective - and that the relocation and proposed stormwater curb will in no way disturb our existing fence/driveway.

Thank you for your consideration.

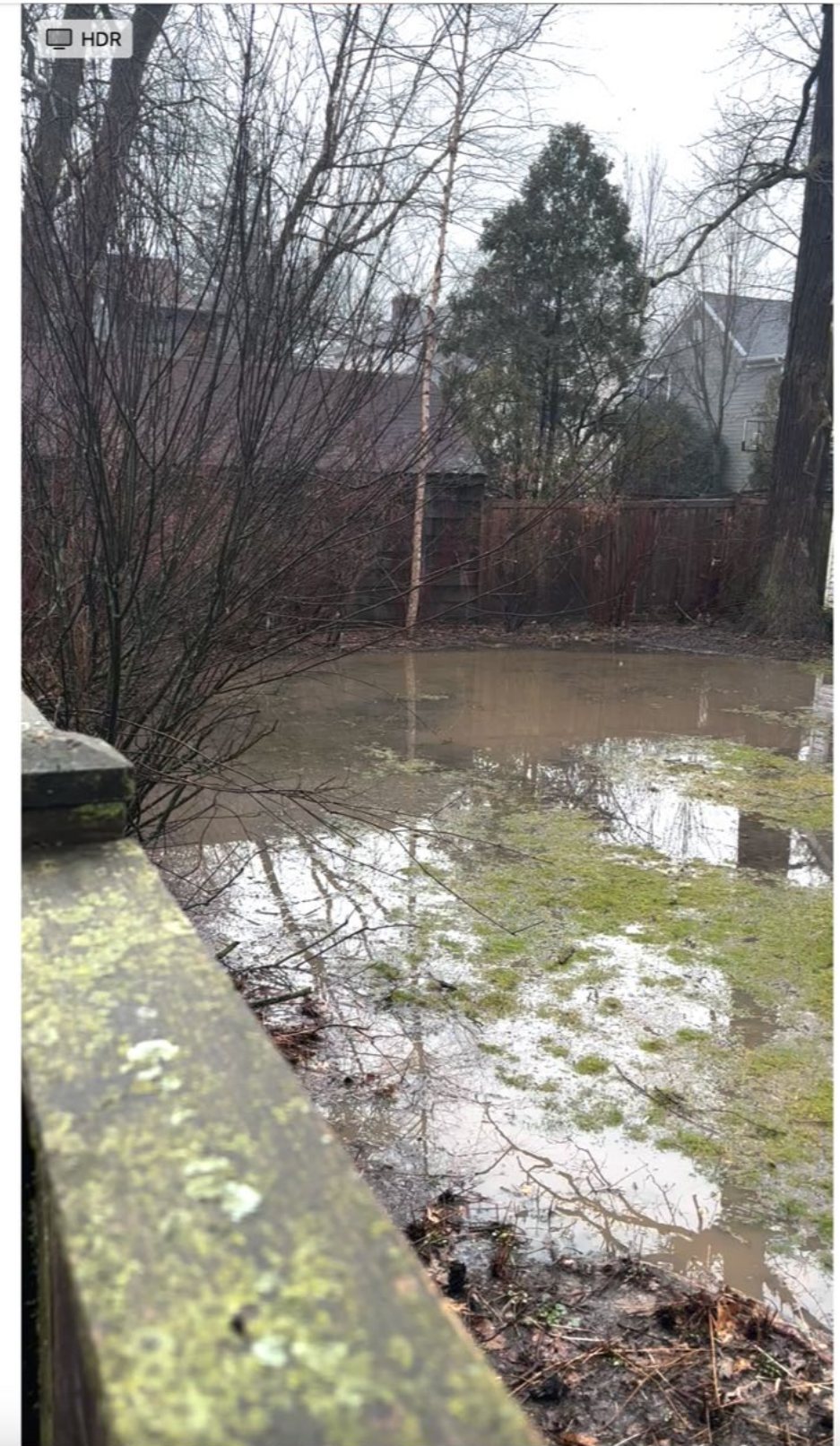
Katie and Corey Minturn
1427 Asbury Avenue

Home

March 31, 2023 at 6:49:59 PM · 209,121 of 220,575









Sent from my iPhone



Agenda Item Executive Summary

TITLE: Resolution No. R-72-2023: Waiving Bidding and Approving an Agreement with Govtemp USA, LLC for Temporary Staffing Services (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: August 1, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

4/3/2023 - Council approved Resolution No. R-43-2023: Waiving Bidding and Approving an Agreement with Govtemp USA, LLC for Temporary Staffing Services to authorize temporary professional services for an Interim Public Works Director through September 1, 2023.

EXECUTIVE SUMMARY:

Govtemp USA, LLC is a public-sector staffing firm that specializes in the temporary placement of positions in local government. The Village has previously utilized Govtemp USA, LLC to assist with various temporary staffing needs for professional positions. Govtemp USA, LLC has provided a highly qualified temporary staff for the position of Public Works Director. The GovTempsUSA temporary staff support has provided critical operational support to the Public Works Department while the Village is actively recruiting for a full-time employee for the Public Works Director position.

The attached Govtemp USA, LLC agreement provides for an extension of the contract previously approved by the Council on April 3, 2023 which authorized 32-40 hours per week through September 1, 2023. The agreement provides for automatic two-week increment extensions of the contract through December 29, 2023, for an additional amount not to exceed \$71,680. This will allow sufficient additional time for the full-time Public Works Director position to be hired, while allowing flexibility in the contract term. Funding for this temporary staffing support is available in the salary budgets in the Public Works Department due to position vacancies.

RECOMMENDATION:

Consider approval of Resolution No. R-72-2023: Waiving Bidding and Approving an Agreement with Govtemp USA, LLC for Temporary Staffing Services.

ATTACHMENTS:

1. Resolution No. R-72-2023 - Waiving Bidding and Approving an Agreement with Govtemp USA LLC for Temporary Staffing Services

RESOLUTION NO. R-72-2023

**A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT WITH
GOVTEMP USA, LLC FOR TEMPORARY STAFFING 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, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village desires to temporarily retain someone to temporarily perform the duties of the Director of Public Works ("***Temporary Staffing Services***"); and

WHEREAS, the Village has previously used GovTemp USA, LLC ("***Contractor***") to provide the Village with Temporary Staffing Services; and

WHEREAS, there are few companies with a proven track record of providing Temporary Staffing Services to Illinois municipalities; and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding for the Temporary Staffing Services 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; and (ii) enter into an agreement with Contractor for Contractor to provide the Temporary Staffing Services; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding for the Temporary Staffing Services; and (ii) enter into an agreement with Contractor for Contractor to provide the Temporary Staffing Services;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, 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 Temporary Staffing Services.

SECTION 3: APPROVAL OF AGREEMENT. The Village Council approves an agreement with Contractor for Temporary Staffing Services ("***Agreement***") in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

August 1, 2023

R-72-2023

SECTION 4: 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 Contractor, 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 August, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

August 1, 2023

R-72-2023

EXHIBIT A

Agreement

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by and between **GOVTEMPUSA, LLC**, an Illinois limited liability company ("GovTemp"), and the Village of Winnetka (the "Municipality") (GovTemp and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

RECITALS

The Municipality desires to lease certain employees of GovTemp to assist the Municipality in its operations and GovTemp desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality hereby agrees to engage the services of GovTemp to provide, and GovTemp hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemp and the Municipality. GovTemp shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, that GovTemp remove or reassign the Worksite Employee, such request shall not be unreasonably withheld by GovTemp. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemp is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemp shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMP AND MUNICIPALITY

Section 2.01. Payment of Wages. GovTemp shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemp's standard payroll practices. GovTemp shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee.

GovTemp shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemp may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemp shall maintain and administer workers' compensation, safety and health programs. GovTemp shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

Section 2.03. Employee Benefits. GovTemp shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemp may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemp under Section 3.01 of this Agreement. The Municipality shall not have any obligation to provide any employee benefits or to offer participation in any employee benefit plan to the Worksite Employee.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemp shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemp in connection with any of the Worksite Employee, shall retain control of such records at such GovTemp location as shall be determined solely by GovTemp, and shall make such records available as required by applicable federal, state or local laws and to the Municipality upon the Municipality's reasonable request.

Section 2.05. Other Obligations of GovTemp. GovTemp shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

Section 2.07. Obligations of the Municipality. As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

- (a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality agrees to comply, at its expense, with all health and safety directives from GovTemp's internal and external loss control specialists, GovTemp's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule. GovTemp and GovTemp's insurance carriers shall have the

right to inspect the Municipality's premises to ensure that the Worksite Employee is not exposed to an unsafe work place. In no way shall GovTemp's rights under this paragraph affect the Municipality's obligations to the Worksite Employees under applicable law or to GovTemp under this Agreement;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall not have the right to remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemp and the Municipality in accordance with Section 1.01, provided GovTemp shall not unreasonably refuse to provide such written agreement;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Municipality shall report to GovTemp any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemp shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemp. The Municipality shall have no obligation to make available a light duty work assignment for the Worksite employee;

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemp within twenty-four (24) hours following notification of said injury by employee or employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMP

Section 3.01. Fees. The Municipality hereby agrees to pay GovTemp fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemp paid to the Worksite Employee as identified on **Exhibit B** hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemp pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

Section 3.02. Increase in Fees. GovTemp may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective. GovTemp may also adjust employer benefit contribution amounts by providing the Municipality with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemp employees.

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, GovTemp shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemp to an account or lockbox as designated on the invoice.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Municipality shall provide GovTemp with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the

Worksite Employee, GovTemp and the Municipality against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the “Effective Date”). The period during which the Worksite Employee works at the Municipality is defined as the (“Term”). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the (“Termination Date”).

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Municipality fails to timely pay the fees required under this Agreement, GovTemp may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemp shall have the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period. GovTemp’s unreasonable failure to remove a Worksite Employee upon request of the Municipality shall constitute a material breach of GovTemp’s obligation under this Agreement.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Arrangement. At the end of the term of the agreement, as outlined in Section 5.01, the Municipality may hire the Employee as a permanent employee of the Municipality. If the Municipality exercises this option, the sum of two weeks gross salary is payable to GovTempsUSA, LLC within thirty (30) days of the permanent employment date. If the Municipality does not exercise the Temp-to-Hire Arrangement by the end of the contract, as outlined in Section 5.01, it agrees not to extend an offer of employment to the Employee for two years after the conclusion of this agreement. If an offer is made within two years after the conclusion of this agreement, as outlined in Section 5.01, then the two weeks gross salary fee is payable to GovTempsUSA, LLC within thirty (30) days of the permanent employment date.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Municipality acknowledges GovTemp's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for

a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemp, nor shall the Municipality hire Worksite Employee as an employee.

Section 6.02. Injunctive Relief. The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemp shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Municipality also understands and agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the GovTemp may be entitled.

Section 6.03. Survival. The provision of this Section 6 shall survive any termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemp. GovTemp agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemp's breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemp and its related business entities, their agents, representatives, and employees (the "GovTemp Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemp or any of the GovTemp Parties.

Section 7.02. Indemnification by the Municipality. The Municipality agrees to indemnify, defend and hold the GovTemp Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, including without limitation, the Worksite Employee workers' compensation claims, and (c) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemp Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps

satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

SECTION 8 ADDITIONAL PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

Section 8.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 8.04. Definitions. Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 8.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemp's provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.06. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

Section 8.07. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 8.08. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemp:

GOVTEMPUSA, LLC
630 Dundee Road, Suite 130
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
Email: mearl@govhrusa.com

If to the Municipality:

Village of Winnetka
510 Green Bay Rd
Winnetka, IL 60093
Attention: Ann Eriksson
Telephone: 847-716-3546
Email: Aeriksson@winnetka.org

Section 8.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.10. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.11. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent

action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.12. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.14. No Third Party Beneficiary. This Agreement is for the benefit of GovTemp and the Municipality only and no other person or entity shall have any rights under this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than GovTemp and the Municipality any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPUSA, LLC,
an Illinois limited liability company

By 
Name: Joellen J. Cademartori
Title: President/Co-owner

EFFECTIVE DATE: April 22, 2023

MUNICIPALITY

By _____
Name: _____
Title: _____

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Mark Janeck

POSITION/ASSIGNMENT: Interim Director of Public Works

POSITION TERM: April 22, 2023 – September 1, 2023.

Unless either party provides two weeks advance written notice, agreement will automatically be extended in two-week increments up to December 29, 2023.

BASE COMPENSATION: \$112/hour. Employee's weekly hours will vary but are anticipated to average 32-40 hours/week. Employee will be paid only for hours worked.

Hours should be reported via email to payroll@govtempsusa.com on the Monday after the prior work week. The Municipality will be invoiced every other week for hours worked.

GOVTEMPUSA, INC.:

MUNICIPALITY:

By: 

By: _____

Date: March 20, 2023

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

EXHIBIT B
Summary of Benefits

Not applicable.



Agenda Item Executive Summary

TITLE: Resolution No. R-73-2023: Awarding a Contract to O.A.K.K. Construction Co., Inc. for Repair Services to the Fire Training Tower (Adoption)

PRESENTER: John Ripka

AGENDA DATE: August 1, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Winnetka Fire Training Tower is a four-story live-burn training facility built in the 1970's with a new two-story section added in 2006. The Tower provides opportunities for firefighters to practice hose line advancement, ladder placement, victim rescue, and ventilation under live fire and smoke conditions. Over the years, the building has sustained significant wear and tear due to extreme heat from training and exposure to the elements.

EXECUTIVE SUMMARY:

The repairs needed for the training tower were estimated at \$135,000 and started in 2021 over a 3-year phased in approach. Northfield, Glencoe, and Wilmette each agreed to contribute \$25,000 toward the repairs and agreed to pay through installments over 3-5 years.

The first phase completed in 2021 included exterior masonry and roof repairs and was completed for \$39,935. The second phase completed in 2022 included interior masonry work and new steel panel window enclosures was completed for \$14,800. The final Phase for 2023 includes replacement of the interior stairs and was budgeted at \$35,000.

We received one response to the request for bids #023-017 issued on May 18, 2023. The bid received was over the phase three budgeted amount of \$35,000 listed below:

O.A.K.K. Construction Co. Inc: \$58,000

O.A.K.K. Construction has done the previous two phases of the training facility repair project along with other work for the Village. They were recommended for their quality of work and responsiveness on the previous projects.

Staff recommends utilizing accumulated fund balance from the previous year's project costs being under budget to fund the additional \$23,000 needed to complete the project this budget year. The overall project will be under budget for the three phases, spending \$112,735 of the \$135,000 that was originally approved in 2021. See chart below:

		Budget	Spent	Remaining Budget
Training Tower Repairs		\$ 135,000		
Phase I	2021	\$ 50,000	\$ 39,935	\$ 95,065
Phase II	2022	\$ 50,000	\$ 14,800	\$ 80,265
Phase III	2023	\$ 35,000	\$ 58,000	\$ 22,265
		\$ 135,000	\$ 112,735	\$ 22,265

RECOMMENDATION:

Consider adopting Resolution No. R-73-2023, approving the Training Tower repair contract with O.A.K.K. Construction Company Inc.

ATTACHMENTS:

1. Resolution No. R-73-2023: Awarding a Contract to O.A.K.K. Construction Co., Inc. for Repair Services to the Fire Training Tower

RESOLUTION NO. R-73-2023

**A RESOLUTION AWARDING A CONTRACT TO O.A.K.K. CONSTRUCTION CO.,
INC. FOR REPAIR SERVICES TO THE FIRE TRAINING TOWER**

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 owns and manages the fire department training tower located at the Village's Public Works Facility at 1390 Willow Road, for the use by the Village and partnering municipalities to train, perform, and observe simulated fire rescue functions that simulate real fire conditions ("***Training Tower***"); and

WHEREAS, the Training Tower has sustained significant wear and tear due to extreme heat from training and exposure to the elements; and

WHEREAS, the repairs needed for the Training Tower started in 2021 over a 3-year phased in approach and the Village has appropriated funds for the Phase 3 repair of the Training Tower for 2023 ("***Repair Services***"); and

WHEREAS, the Village requested and received bids for the performance of the Repair Services; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that O.A.K.K. Construction Co., Inc. ("***Contractor***") is the lowest responsible bidder for the Services; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for Contractor to perform the Repair Services in an amount not to exceed \$58,000.00 ("***Contract***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to award the Contract to Contractor;

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in substantially the form attached as **Exhibit A**, and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest,

August 1, 2023

R-73-2023

respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

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

ADOPTED this 1 day of August, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

COPY

Fee Proposal:

Company Name: O.A.K.K. Construction Co., Inc

Contact Name: Alex Nitchoff

Signature: [REDACTED]

Phone: 708-594-9363

Item	Description of Work	Total Cost (\$)
1	Demolition of old stair system in 4-story masonry training tower.	\$11,000.00
2	Installation of new stair system to the specification listed.	\$44,000.00
3	Clean-up & removal of all construction debris.	\$3,000.00

Grand Total

\$58,000.00

Note: Quoted costs are to be all inclusive for all equipment, forms, labor, material, tools, machinery, disposal, and incidentals for the completion of the project.

END OF BID SPECIFICATIONS



MAY 25th, 2023

**ADDENDUM NO. 1
REQUEST FOR BIDS
FIRE DEPARTMENT TRAINING TOWER REPAIRS – PHASE 3
RFB #023-017
VILLAGE OF WINNETKA**

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

This addendum is to clarify that bids are due on June 22nd at 1:00PM, as stated on page 1 of the bid documents. The due date on page 9 of the bid documents, which states that bids are due on June 23rd, is incorrect.

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

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

James I. Moore

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: Unlimited

Surety Bond Number: Bid Bond
Principal: O.A.K.K. Construction Co., Inc.
Obligee: Village of Winnetka

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 18, 2024

Notary Public
My Commission Expires
October 18, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 22nd day of June 2023

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anthony Chiarito & Associates, Inc. 1011 STATE ST STE 100 LEMONT, IL 60439 (630) 257-9300 (066/843)		CONTACT Anthony Chiarito & Associates, Inc. PHONE (630) 257-9300 FAX (855) 578-5611 E-MAIL achiarito@amfam.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: American Family Mutual Insurance Company, S.I. 19275	
		INSURER B: Midvale Indemnity Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐			CA00015889	10/04/2022	10/04/2023	BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 250,000 BODILY INJURY \$ \$
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER			12-XJ0103-06	10/04/2022	10/04/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			12-XJ0103-07	10/04/2022	10/04/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCP1014798	10/04/2022	10/04/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Commercial GL and Commercial Auto Policy is endorsed to include Owner (Village of Winnetka), including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives as additional insured on the CG 20 10 endorsement. A waiver of subrogation applies in favor of the Workers Compensation policy.

CERTIFICATE HOLDER	CANCELLATION
Village of Winnetka 510 Green Bay Road Winnetka, IL 60093	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Crystal Harvey

**City of Chicago
Department of Buildings
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

O.A.K.K. CONSTRUCTION CO., INC.
7742 W. 61ST PLACE
SUMMIT IL 60501-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04360

CERTIFICATE NUMBER : GC04360-20

FEE: \$ 2000

DATE ISSUED: 03/09/2023

DATE EXPIRES: 04/29/2024

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

**Lori E Lightfoot
Mayor**

**Matthew Beaudet
Commissioner**



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000 Fax: (847) 446-1139
General Email: avasquez@winnetka.org

REQUEST FOR BIDS:	#023-017	BID ISSUE DATE: 05/18/2023
BID DESCRIPTION:	FIRE DEPARTMENT TRAINING TOWER REPAIRS – PHASE 3	
BID OPENING DATE:	06/22/23	BID OPENING TIME: 1:00 PM
SUBMIT 1 ORIGINAL BID PACKAGE PLUS 2 COPIES		

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME AT THE LOCATION INDICATED IN THE BID DOCUMENT. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby requested to submit your bid for the item(s) or service(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid package and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the bid number and name on the lower left corner.

All bids are subject to staff analysis. The Village of Winnetka reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time to:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, ILLINOIS 60093
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Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Assistant Finance Director).

Unauthorized contact with other Village of Winnetka staff or officers is strictly forbidden.

BUYER:	Anthony Vasquez	PHONE:	(847)716-3504
EMAIL:	avasquez@winnetka.org		

FULL NAME OF BIDDER	O.A.K.K. Construction Co., Inc
BID CONTACT PERSON	Alex Nitchoff
TELEPHONE NUMBER	708-594-9363

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

VILLAGE OF WINNETKA
REQUEST FOR CONTRACT PROPOSALS
AND CONTRACT

RFB #023-017

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **Fire Department Training Tower Repairs – Phase 3**

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **1:00 PM** (local time), **Thursday, June 22, 2023**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

Optional Pre-Bid conference on June 15, 2023 at 9:00 AM at 1390 Willow Road, Winnetka, Illinois 60093.

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 **June 16, 2023**.

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: May 18, 2023
Village of Winnetka

By: Anthony Vasquez
Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #023-017

CONTRACT FOR

Fire Department Training Tower Repairs – Phase 3

Full Name of Bidder O.A.K.K. Construction Co., Inc ("Bidder")
Principal Office Address 7742 W 61st Pl Summit, IL 60501
Local Office Address 7742 W 61st Pl Summit, IL 60501
Contact Person Alex Nitchoff Telephone Number 708-594-9363

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. 1 [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 **Fire Department Training Tower Repairs – Phase 3**.

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 **September 15, 2023.**

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: June 21st, 2023.

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

Bidder's Name:

O.A.K.K. Construction Co., Inc

Doing Business As (if different):

Signature of Bidder or Authorized Agent:


(corporate seal)
(if corporation)

Printed Name: Alex Nitchoff

Title/Position: President

Bidder's Business Address:

7742 w 61st Pl

Summit, IL 60501

Bidder's Business Telephone: 708-594-9363

Facsimile:

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

NAME	TITLE	ADDRESS
Alex Nitchoff	President	1357 Gordon Ln, Lemont, IL

ATTACHMENT A: SPECIFICATIONS

Introduction

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary to replace the interior stairwell in the 4-story brick portion of the fire training facility with open style tread stairs similar to what is being used in the 2-story portion of the facility.

The Village reserves the right to reject all bids. The Village also reserves the right to reduce the work scope due to budgetary constraints.

Background (Project Description & Scope of Work)

The Training Tower is located at 1390 Willow Rd, behind the Winnetka Public Works Fleet building, and is utilized for fire department live fire training. The building is a 4-story brick building with an interior stairwell. The Village has chosen to replace the damaged stairwell for firefighter safety, increase the tower's viable usage as a training facility, and to facilitate clean-up and drainage to protect the tower against freeze damage from weather.

Scope of Work includes –

Construction Requirements

1. Demolition and removal of existing poured concrete and steel stair system.
2. Install new stair system to the following specifications listed below.
 - a. Stringers shall be 1½" wide channel, minimum MC10x8.4. Drill all required holes prior to hot-dip galvanizing.
 - b. Stair top rails shall be minimum 1½"x 1½" 11-gauge square tubing. Mid-rails shall be ¾" solid steel rod. Distance between rails shall be a maximum of 12". Rails shall be a three-line design and shall be a completely welded assembly welded to the posts with all welds ground smooth, prior to hot-dip galvanizing.
 - c. Stair end posts and intermediate posts shall be minimum 1½"x 1½"x 3/16" structural square tubing. Posts shall be a completely welded assembly welded to the stair stringer and rails with all welds ground smooth, prior to hot-dip galvanizing.
 - d. Handrails shall be hot-dipped galvanized schedule 40 pipe with a 1.66" outside diameter. Handrails shall extend from the nose of the first tread to the nose of the landing for each run of stairs.
 - e. Stair treads shall be constructed of 19W-4, 1" x 3/16" bar grate, hot-dipped galvanized steel with checker plate nosing. Intermediate stair landings, where used, are to be identical to stair treads in design. The stair treads shall be bolted to the stringer to allow for ease of replacement of damaged treads.

- f. Stair stringers shall be connected to the existing block wall using industry standard means and methods.
- 3. Clean-up and removal of all construction debris from the site.

Important Dates

- a. Optional Pre-Bid conference on June 15th, 2023, at 9:00AM at the training facility located behind 1390 Willow Rd.
- b. Bids are due on June 23rd, 2023.
- c. Work should be completed by September 15, 2023.
- d. Main Point of Contact –
Deputy Fire Chief Tom Hutchison
thutchison@winnetka.org
847-716-3309

Additional Information

Location



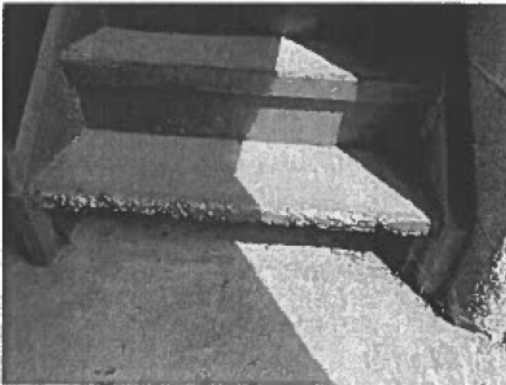
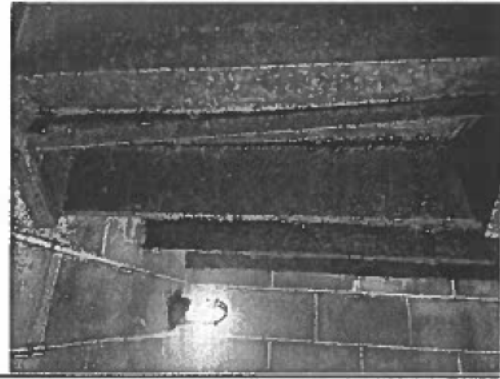
The Training Tower is located within the Public Works facility. The contractor must work with the Village to ensure traffic is not impeded during the construction work.

Warranty

- a. Upon the Village's acceptance of the completed job, the Contractor and or manufacturer shall warranty all work performed for:
 - o 5-year labor guarantee
- b. Any defects in material or workmanship appearing during this period shall be corrected at no cost to the Village.

Pictures

Pictures below provide a sample of the work to be completed but are not representative or inclusive of all work to be completed.



Old existing stairwell to be demolished and replaced.



Example of new stairwell as listed in the Specification.

**VILLAGE OF WINNETKA
CONTRACT FOR FIRE DEPARTMENT TRAINING
TOWER REPAIRS**

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

O.A.K.K. Construction Co., Inc ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business: General Contractor / Roofer

2. Composition of Work

During the past three years, Bidder's work has consisted of:

<u>50</u> % Federal	<u>95</u> % As Contractor	<u>60</u> % Bidder's Forces
<u>45</u> % Other Public	<u>5</u> % As Subcontractor	<u>20</u> % Subcontractors
<u>5</u> % Private		<u>20</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 26 years.

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>City of Chicago</u>	<u>GCL</u>	<u>TGC04360</u>	<u>04/29/2024</u>
<u>State of Illinois</u>	<u>Roofing</u>	<u>104.006392</u> <u>105.001100</u>	<u>12/31/2023</u>

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Village of Winnetka</u>	<u>Winnetka Fire Department</u>	<u>Lombard Park District</u>
Owner Address	<u>510 Green Bay Road</u>	<u>428 Green Bay Road</u>	<u>227 W. Parkside Ave</u>
	<u>Winnetka, IL</u>	<u>Winnetka, IL</u>	<u>Lombard, IL</u>
Reference	<u>Brian Curley</u>	<u>Thomas Hutchison</u>	<u>Dean Styburski</u>
Telephone Number	<u>847-716-3620</u>	<u>847-501-6029</u>	<u>630-620-3046</u>
Type of Work	<u>Masonry & Roof Replacement</u>	<u>Masonry</u>	<u>Roof Replacement</u>

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED: June 21st, 2023.

Bidder

By: _____

Title: President

Attest

By: _____

Title: Project Mgr.

Subscribed and Sworn to before me on June 21st, 2023.

Notary Public _____

My commission expires: June 23rd, 2026



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: Resolution No. R-75-2023: Waiving Bidding and Approving the Purchase of a New Public Works Vehicle from Custom Truck One Source Inc. (Adoption)

PRESENTER: Erik Jensen

AGENDA DATE: August 1, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Public Works is requesting the purchase of a Refuse Truck to replace an existing fifteen (15) year old refuse vehicle, referred to as Truck #33. This existing truck was identified for and budgeted for replacement in FY2025 due to age and condition of the vehicle through the approved five (5) year Capital Plan. After discussion and investigation relative to the Village's refuse program, Public Works determined that the same size and type of truck is a necessary purchase, and has been researching and actively looking for vendors that can deliver a new or slightly used refuse vehicle like Truck #33 to meet the FY2025 purchase date. When Custom Truck Source One Inc. contacted the Village due to a refuse truck order that was canceled while being constructed, Public Works personnel immediately visited the truck under construction, concluding that the subject refuse truck meets all Village refuse needs, contains a Cummins 350hp motor, Allison transmission, and 25 cubic yard Loadmaster body for which parts readily available, has good operator visibility and access, and ease of use. Delivery of this vehicle for use by Public Works personnel is expected to be within thirty (30) days of Council approval.

Normally Village vehicles are purchased through Sourcwell, a government contracting cooperative agency whose vendors adhere to cost effective pricing levels due to economies of scale from joint bidding/purchasing. In this particular case, Sourcwell vendors cannot deliver a refuse truck until late 2025, while the proposed vendor, Custom Truck Source One, can deliver a refuse truck at a sales price (\$287,927) within 2% of the estimated Sourcwell vendor price of \$283,084.75. Because the Sourcwell vendor cannot deliver a refuse truck until mid to late 2025, it is very likely that additional cost increases will be attached to the final purchase price. Within the existing 5 Year Capital Improvement Plan, the Village budgeted \$400,000 for a new refuse truck in FY2025. This proposed purchase for \$287,927, through Custom Truck Source One Inc., will reduce the budgeted refuse truck cost to the Village by approximately \$110,000. The 5-Year Capital Improvement Plan will be adjusted to remove the \$400,000 currently budgeted for a refuse vehicle in 2025.

RECOMMENDATION:

Consider approval of Resolution No. R-75-2023, waiving bidding requirements and purchasing a new Battle Motors LNT2 (6x4), Item # 100-03394 refuse truck, including a Loadmaster Excel 25 Yard Rear Loader box, equipped as described in the vendor's proposal at a cost of \$287,927, from Custom Truck Source One.

ATTACHMENTS:

1. Resolution No. R-75-2023: Waiving Bidding and Approving the Purchase of a New Public Works Vehicle from Custom Truck One Source Inc.
2. Memorandum: Recommended Purchase of a Rear Load Refuse Truck for the Public Works Department

RESOLUTION NO. R-75-2023

A RESOLUTION WAIVING BIDDING AND APPROVING THE PURCHASE OF A NEW PUBLIC WORKS VEHICLE FROM CUSTOM TRUCK ONE SOURCE 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, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village Public Works Department ("***Department***") has identified the need to purchase a new Battle Motors LNT2 (6x4), Item #100-03394 refuse truck, which includes a Loadmaster Excel 25 Yard Rear Loader box ("***Rear Load Refuse Truck***"); and

WHEREAS, the Village participates in the NWMC Suburban Purchasing Cooperative ("***SPC***"), which permits local governments to purchase commodities and services according to contracts negotiated by the NWMC, however, there are no vehicles meeting the needed specifications available through the SPC, and due to region-wide vehicle shortages, the Department explored market purchase options; and

WHEREAS, the Village obtained a proposal ("***Proposal***") from Custom Truck One Source Inc. ("***Vendor***") for the purchase of the Rear Load Refuse Truck with a purchase price of \$287,927.00; and

WHEREAS, Village staff has recommended that the Village Council waive competitive bidding for the purchase of the Rear Load Refuse Truck 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; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding for the purchase of the Rear Load Refuse Truck from the Vendor; and (ii) approve the Proposal from Vendor for the purchase of the Rear Load Refuse Truck;

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 Rear Load Refuse Truck.

SECTION 3: APPROVAL OF PURCHASE OF REAR LOAD REFUSE TRUCK.

The Village Council hereby approves the purchase by the Village of the Rear Load Refuse Truck from the Vendor, in the total amount of \$287,927.00 as provided in the Proposal attached to this Resolution as **Exhibit A**.

SECTION 4: EXECUTION OF REQUIRED DOCUMENTS. The Village President and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all purchase orders and documents necessary to complete the purchase of the Rear Load Refuse Truck authorized pursuant to Section 3 of this Resolution.

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 August, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

Proposal



Loadmaster Excel 25 Yd Rear Loader(Short)

New Battle Motors LNT2 (6x4)

Item # 100_03394

QR-044530 Village of Winnetka

CHASSIS SPECS

ENGINE

Cummins L9 350 HP
18.7 CFM Compressor
Engine Exhaust Brake
120V 750 Watt Block Heater
(3) 925 CCA Batteries

TRANSMISSION

Allison 3000 RDS Auto

BRAKE SYSTEM

Air Brakes
Wabco 4S/4M ABS

FRONT BUMPER

Painted Steel Bumper

FUEL TANK(S)

80 Gallon Alum Single Tank, Round
10 Gallon Def Tank

FRONT AXLE

D2000F - Air Disc Brakes
FAWR: 20,000 Lbs
315/80R22.5 Tires
Aluminum Wheels

FRONT SUSPENSION

20,000 Lb Parabolic Taper Leaf

REAR SUSPENSION

Hendrickson HMX460
46,000 Lb

Item # 200_02794

Item # 201_00818

888-684-8146 www.customtruck.com

ASK ABOUT THE CUSTOMIZED AND FLEXIBLE LEASING & FINANCING
SOLUTIONS AVAILABLE FROM CUSTOM TRUCK CAPITAL

DISCLAIMER: Specifications are believed to be correct, but may contain errors and/or omissions.
Pictures are representative and may not be identical.

REAR AXLES

D46-170
RAWR: 46,000 Lbs
5.25 Ratio
11R22.5 Tires
Aluminum Wheels

GVWR

66,000 Lbs

CAB FEATURES

LNT2 Cab (Low Narrow Tilt)
94" W x 54" D x 78" H, All 2-Sided Galvaneal
Steel, 18" Cab Floor Height Both Sides
(2) 19x8 Black 4 Way Mirrors (Heated)
Heated Convex Mirrors Mounted Under Primary
Mirrors
Power Windows
Dual Tone Air Horn Under Cab

INTERIOR FEATURES

Cab Interior Trim Padded Engine Cover,
Upholstered Rear Panels and Headliner
Seats: LH Sears C2 Air Ride, Asphalt Gray
RH Forward 2-WayAdj., Asphalt Gray
Tilt/Telescoping Steering Column
Air Conditioning: Integral w/Cab Dash & Heater System
AM/FM Stereo WB/MP3/WMA/USB & iPod/Bluetooth



EQUIPMENT SPECS

LOADMASTER Excel 25 Yd Rear Loader Short

Polyurethane Enamel Paint White
Pump & PTO
Sump Sludge Control Option SXL/PTO/In Body Tank
Uni Latch Coupler
Container Bumper Bar
Dual Work Lights Outside Hopper with Brush Guard
Hopper Work Light Double
2-10 Yd Reeving Winch System
Install Single Curbside Tipper w/Loadmaster Hydraulics Perkins D6620
Camera System w/ Color 7" Flat Screen RayView
Dual Clean Out Doors
Excel S Remote Zerk Ejector
Triple Tailgate Side and Sweep Base Remote Zerks
LED Strobe System (2) 4" Front of Body Short
LED Strobe System (4) 4" Dia T/G (2) High (2) Low
Anti Sail Mud Flaps Behind Rear Axle
Anti Sail Mud Flaps Ahead of Rear Axle
Roof Tube Protector Excel S 25
Cordura Fabric Wrapped Body & T/G Hoses



PRICE: \$287,927 USD

FET NOT INCLUDED

Ex Works: Union Grove, WI

*Price Is Subject To Change Without Notice And Is Not Guaranteed Due To Fluctuation In Material
Or Component Prices, Including Manufacturer's Surcharges.*

Sample 60 Month Lease Payment: \$5,258 Subject To Approval
For More Details Call Custom Truck Capital (833) CTC-FIN1

QUOTE NUMBER: MDL1.25-H_22

EXPIRATION DATE: 9-30-23

MEMORANDUM

TO: Rob Bahan, Village Manager

FROM: Mark Janeck, Director of Public Works

DATE: July 20, 2023

SUBJECT: Recommended Purchase of a Rear Load Refuse Truck for the Public Works department.

EXECUTIVE SUMMARY

Public Works is recommending acceptance of a proposal from Custom Truck One Source Inc. for the purchase of one (1) Battle Motors LNT2 (6x4), Item # 100-03394 refuse truck, including a Loadmaster Excel 25 Yard Rear Loader box and equipped as described in attachments, at a cost of \$287,927.

Background

The Fleet Division, during previous annual evaluations and grading of fleet vehicles, identified a fifteen (15) year old refuse vehicle, referred to as Truck #33, as a candidate for replacement due to age and condition of the vehicle. As a result, the approved five (5) year Capital Plan budgeted the subject vehicle for replacement in FY2025. Although Truck #33 is currently not able to be used for normal refuse pickup due to the condition of the body or 'box', it is particularly valuable as a back-up to the other regular refuse trucks, use during special residential load requests, yard waste pickups, and leaf pickup season due to its large holding capacity of 25 cubic yards (cy) and its ability to handle all types of the Village's leaf collection pans.

The Fleet Division frequently analyzes Village vehicles when performing preventive maintenance or other repairs as deemed necessary. In general, refuse trucks are operated more consistently, are constantly exposed to inclement weather conditions, and are tasked with substantial daily weight loading compared to any other municipal vehicle assets. Truck #33 was purchased in 2008, has 82,500 miles on the odometer, and is in need of substantial repairs including sheet metal installation on the underside of the box body, and hydraulic repairs to the tipping mechanism at the rear. Fleet personnel are concerned that continued daily use of this truck will result in breakdowns and extensive costly repairs in the near future. Consistent repair down time for any refuse truck, especially Truck #33, will create a negative impact on normal operations of the Village's refuse program.

Discussion

In October of 2020, Fleet personnel started identifying and evaluating potential replacements for Truck #33 and concluded that replacement in FY2025 was necessary. During the past three years, further discussion and investigation has taken place relative to the Village's refuse program and whether the same type and size of truck will be needed to meet future refuse operational expectations. Public Works' Staff determined that the same size and type of truck is necessary, and as such, staff has observed operations of other refuse trucks and have been researching vendors that can deliver, on a timely basis, a new or slightly used refuse vehicle like Truck #33. Because of the estimated 1-1.5 year lead time to construct this type of vehicle, Staff has been actively looking for manufacturers to build a new truck to meet the FY2025 purchase date. When Custom Truck Source One Inc. contacted the Village due to a refuse truck order that was canceled while being constructed,

Public Works staff immediately visited the truck under construction, with the conclusion that the subject refuse truck meets all Village refuse needs, has ample power, retains a 25cy box, has good operator visibility and access, and ease of use. Delivery of this vehicle for use by Public Works personnel is expected to be within thirty (30) days of approval.

Mechanically, the Fleet Division has confidence that the proposed refuse truck with a combination of a Cummins 350hp motor, Allison transmission, and Loadmaster body will be very reliable, and easy to maintain, diagnose and repair if a problem does occur. Parts for this machine are typically readily available. In summary, the Battle Motors LNT2 (6x4), Item # 100-03394, with the standard equipment and requisite options as listed, including a Loadmaster Excel, 25 cy Rear Load box, matches the operational and budgetary requirements of the Public Works Department.

Budget

Normally Village vehicles are purchased through an entity such as Sourcewell, a government contracting cooperative agency whose vendors adhere to cost effective pricing levels due to economies of scale from joint bidding/purchasing. Purchases from Sourcewell are permitted under the Village's purchasing policy. In this particular case, Custom Truck Source One is not an approved member of Sourcewell, but is selling a vehicle at a sales price (\$287,927) within 2% of the current Sourcewell price (\$283,084.75) for this vehicle. If the Village purchased this vehicle from a Sourcewell vendor, it is likely that not only will the finished product not be delivered until the Spring of 2025, but also that additional inflationary cost increases are likely to be attached to the final purchase price.

Within the existing 5 Year Capital Improvement Plan, the Village estimated a purchase cost of \$400,000 for a new refuse truck in FY2025. Custom Truck Source One Inc., because of the recently canceled refuse truck contract during construction, will sell this vehicle to the Village for \$287,927, approximately \$110,000 less than the cost estimated and budgeted to be expended in FY2025. The 5-Year Capital Improvement Plan will be adjusted to remove the \$400,000 currently budgeted for a refuse vehicle in 2025.

There is no specific offset in the FY2023 Refuse Fund Budget to fund a \$287,927 purchase in the current year. Therefore, staff is recommending utilization of accumulated fund balance reserves in the Refuse Fund. Based on the recently completed audit, the Refuse cash balance totals \$1,342,824 as of December 31, 2022. With the proposed refuse truck purchase, the Refuse cash balance is projected to be \$1,055,562 as of December 31, 2023 as shown in the projected cash flow analysis below:

Village of Winnetka
Projected Cash Flow - Refuse Fund
@ 7/20/2023

Cash on hand 12/31/2022	\$ 1,342,824
Estimated Revenue	\$ 2,615,500
Estimated Expenses	<u>\$ 2,614,835</u>
Cash on Hand 12/31/2023	\$ 1,343,489
<i>Advanced Refuse Truck Purchase</i>	<u>\$ (287,927)</u>
Cash on Hand 12/31/2023	<u>\$ 1,055,562</u>
Policy (4 months operating expense)	\$ 872,437
Excess Cash over policy:	\$ 183,125

The Fund Balance Policy for this fund is four months of operating expenses or \$872,437. There are sufficient reserves are on hand to advance this purchase from FY2025 to the current fiscal year without going below the Council's approved fund balance policy of 4 months of operating expenses – the excess cash over the required minimum balance per the policy is \$183,125.

Recommendation

Staff is recommending that the Village Council consider waiving public bidding requirements in order to purchase a new Battle Motors LNT2 (6x4), Item # 100-03394 refuse truck, including a Loadmaster Excel 25 Yard Rear Loader box, equipped as described in the attached document, at a cost of \$287,927, from Custom Truck Source One. Funds for this purchase are available within the Village's Refuse Fund utilizing accumulated fund balance reserves. The ability to use this vehicle, in conjunction with Truck #33, during the FY2023 Fall leaf and yard waste season will very likely substantially reduce personnel overtime costs normally associated with this time period of refuse collection.



Agenda Item Executive Summary

TITLE: Ordinance No. M-12-2023: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of an Addition to an Existing Residence within the R-4 Single Family Residential District (258 Ridge Avenue) (Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: August 1, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

INTRODUCTION

On August 1, 2023, the Village Council is scheduled to consider Ordinance No. M-12-2023 in response to an application submitted by Robert and Kerry Nelson (collectively, the “Applicant”) as the owners of the property located at 258 Ridge Avenue (the “Subject Property”). (**Attachment 1**) The Applicant requests approval of the following zoning variation to allow construction of a one-story addition to the existing residence on the Subject Property:

1. **Gross Floor Area (GFA)** of 3,836.94 square feet, whereas a maximum of 3,291.2 square feet is permitted, a variation of 545.74 square feet (16.58%) [Section 17.30.040 – Maximum Building Size] [Note: The existing residence currently consists of 3,766.86 square feet. The proposed addition would add 70.08 square feet of GFA].

The variation is being requested in order to construct a mudroom addition on the rear elevation of the existing residence, which is legally nonconforming with respect to the GFA due to the inclusion of approximately 842 square feet of the existing basement. Currently, the existing residence exceeds the permitted GFA by approximately 475 square feet (14%).

In April of this year, the Applicant submitted a Preliminary Property History Study Preparation Request. This is the first step in the Historic and Architecturally Significant Maximum Building Size Bonus review process. The Winnetka Historical Society (WHS) conducted its research on the Subject Property and property ownership in May of this year. The WHS found that the Subject Property likely maintains historical and architectural significance due to its association with early developer John T. Dale. Mr. Dale was an attorney who moved to Winnetka and began investing in and developing real estate in the early 1870’s. He developed multiple subdivisions in the Village, within which he built many large Victorian homes. The WHS commented that “258 Ridge is a good example of the

vernacular Victorian style that was popular in Winnetka in the 19th and early 20th centuries. While we do not know with certainty that this house was built by Dale in the 1890's, the style is in-line with his other Victorian houses and it falls within Dale's 3rd subdivision."

The Applicant has received the results of the WHS research. If the Applicant wishes to continue to pursue the Historic and Architecturally Significant Maximum Building Size Bonus, the next step would be for the Applicant to commission a Historic and Architectural Impact Study (HAIS) that is then reviewed by the Landmark Preservation Commission to determine whether the property is historic or architecturally significant and therefore worthy of the 20% GFA bonus. At this time, the Applicant is not moving forward with commissioning an HAIS.

ADVISORY BOARD/COMMISSION REVIEW

The Zoning Board of Appeals (ZBA) considered the request on July 10, 2023. **Attachment 2** includes the staff report to the ZBA and the meeting minutes, which summarize the request. There were no public comments received prior to the ZBA meeting or at the meeting. After hearing from the Applicant, the Board discussed the request. The Board's discussion focused on the GFA variation request before it and what significance should the Board place on the fact that the Applicant has started the process for the Historic and Architecturally Significant Maximum Building Size Bonus. Members expressed concern that applicants may end up applying for a GFA variation rather than completing the 20% GFA bonus process if obtaining approval of a variation is less time consuming and costly than commissioning an HAIS and completing the Historic and Architecturally Significant Maximum Building Size review process.

Prior to its vote, Board members indicated that review of the request was based upon the standards for considering variations and independent of the potential historic or architectural significance of the home. By a vote of 6-0, the Board recommended approval of the request.

RECOMMENDATION:

Given the ZBA recommendation of approval was unanimous, the Council may wish to (a) consider waiving introduction of Ordinance No. M-12-2023 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-12-2023.

ATTACHMENTS:

1. Ordinance No. M-12-2023: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of an Addition to an Existing Residence
2. July 10, 2023, Zoning Board of Appeals Meeting Staff Report & Draft Meeting Minutes

ORDINANCE NO. M-12-2023

**AN ORDINANCE GRANTING A VARIATION FROM THE
WINNETKA ZONING ORDINANCE TO ALLOW THE CONSTRUCTION
OF AN ADDITION TO AN EXISTING RESIDENCE WITHIN
THE R-4 SINGLE FAMILY RESIDENTIAL DISTRICT
(258 Ridge Avenue)**

WHEREAS, Robert and Kerry Nelson (collectively, “*Applicant*”) are the record title owners of the parcel of real property commonly known as 258 Ridge Avenue 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 0.19 acres in area and located within the R-4 Single Family Residential District of the Village (“*R-4 District*”) and is improved with a single-family residence (“*Residence*”); and

WHEREAS, the Applicant desires to construct a one-story addition to the Residence (“*Proposed Addition*”); and

WHEREAS, pursuant to Section 17.30.040 of the Winnetka Zoning Ordinance (“*Zoning Ordinance*”), the maximum permitted gross floor area for the Subject Property is 3,291.20 square feet; and

WHEREAS, to construct the Proposed Addition on the Subject Property, the Applicant filed an application for a variation from Section 17.30.040 to allow a gross floor area of 3,836.94 square feet, a variation of 545.74 square feet (16.58%) (“*Variation*”); and

WHEREAS, on July 10, 2023, after due notice thereof, the Zoning Board of Appeals (“*ZBA*”) conducted a public hearing on the Variation and, by a vote of six members in favor and zero opposed, recommended that the Council of the Village of Winnetka (“*Village Council*”) approve the Variation; and

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

WHEREAS, the Village Council has determined that approval of the Variation for the Subject Property within the R-4 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variation from Section 17.30.040 of the Zoning Ordinance to allow the construction of the Proposed Addition on the Subject Property is hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 3: CONDITIONS. The Variation granted by Section 2 of this Ordinance is 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 Addition 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 Addition and 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 Addition on the Subject Property must be in strict accordance with the plans prepared by Healy M. Rice, P.C., consisting of four sheets, with a latest revision date of June 7, 2023, 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 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 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Section 2 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

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

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

SECTION 8: EFFECTIVE DATE.

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

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit 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 August, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2023.

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 _____,
2023.

Introduced: _____, 2023

Passed and Approved: _____, 2023

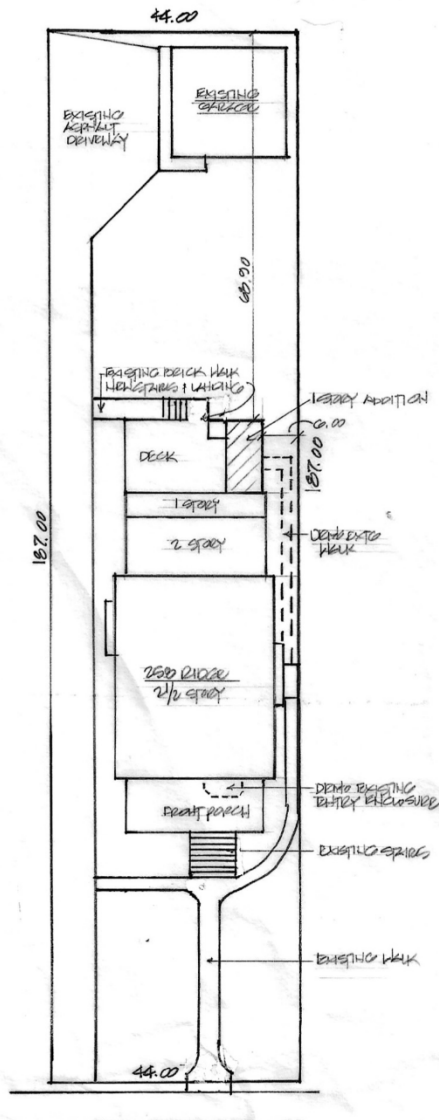
EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE SOUTH 44 FEET OF LOT 4 IN BLOCK 5 IN DALE'S THIRD ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTHEAST QUARTER (EXCEPT THE NORTHEAST QUARTER THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as 258 Ridge Avenue, Winnetka, Illinois.

PIN: 05204060130000

EXHIBIT B
PLANS



RIDGE AVENUE

SITE PLAN

N

1" = 20'-0"

NELSON RESIDENCE
258 RIDGE AVE.
WINNETKA, IL. 60093

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

DATE 7 JUNE 23



NIELSON RESIDENCE
 288 RIDGE ST.
 WINNETKA, IL 60093
 HEALY M. RICE, INC.
 415 WASHINGTON AVE.
 WILMETTE, IL 60091
 Tel: 708.261.1100
 healyrice@comcast.net
 DATE 7 JUNE 23
 REVISED
 SHEET 4 OF 4

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Robert and Kerry Nelson (collectively, "**Applicant**") are the record title owners of the parcel of real property commonly known as 258 Ridge Avenue in Winnetka, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is approximately 0.19 acres in area and located within the R-4 Single Family Residential District of the Village ("**R-4 District**") and is improved with a single-family residence ("**Residence**"); and

WHEREAS, the Applicant desires to construct a one-story addition to the Residence ("**Proposed Addition**"); and

WHEREAS, to construct the Proposed Addition on the Subject Property, the Applicant filed an application for a variation from Section 17.30.040 to allow a gross floor area of 3,836.94 square feet, a variation of 545.74 square feet (16.58%) ("**Variation**"); and

WHEREAS, Ordinance No. M-__-2023, adopted by the Village Council on August 1, 2023 ("**Ordinance**"), grants the Variation; 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 Variation for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

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

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

Dated: _____, 2023

ATTEST: **ROBERT NELSON**

By: _____

ATTEST: **KERRY NELSON**

By: _____

WINNETKA ZONING BOARD OF APPEALS MEETING MINUTES - EXCERPTS
JULY 10, 2023

Zoning Board Members Present: Matt Bradley, Chairman
Mark Haller
Lynn Hanley
Kate Casale MacNally
Mike Nielsen
Max Weigandt

Zoning Board Members Absent: Todd Vender

Village Staff: David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community Development

Call to Order & Roll Call:

Chairman Bradley called the meeting to order at 7:00 p.m. Ms. Klaassen took roll call of the Board Members present.

New Cases:

a. **Case No. 23-09-V2: 258 Ridge Avenue:** An application seeking approval of a zoning variation to allow a one-story addition to the existing residence at 258 Ridge Avenue. The requested variation would permit the addition to exceed the maximum permitted gross floor area. The Village Council has final jurisdiction on this request.

Ms. Klaassen identified the property's location, size and zoning classification, noting the existing lot is legally nonconforming. She stated the home dated to the 1890's and that a Preliminary Property History Study Preparation Request was submitted which is the first step in obtaining the GFA bonus for homes deemed to be architecturally or historically significant by the LPC. Ms. Klaassen then explained the Historical Society's comments that the home may be architecturally and historically significant. The next step in the historic GFA bonus process would be for an applicant to provide the LPC with an HAIS. The LPC would then make the determination if the home is architecturally or historically significant. This applicant hasn't moved forward with that step. Ms. Klaassen then explained the variation requested and identified the GFA totals with and without the potential historic GFA bonus as well as the proposed one-story addition and its components and measurements.

Ms. Klaassen then identified the first-floor plan and rear and side elevations of the proposed addition. She noted no correspondence was received and stated following the applicant's presentation and Board discussion, a Board Member may wish to make a motion as indicated on page nos. 15 and 16. Ms. Klaassen then asked if there were any questions.

Chairman Bradley also asked if there were any questions. Ms. Casale MacNally asked if there were any memoranda received from neighbors. Ms. Klaassen stated a question from a neighbor was asked but no written comments were received. Chairman Bradley asked Ms. Klaassen to further describe the basement as part of the GFA calculation due to the change in the zoning code which Ms. Klaassen provided to the Board. In response to a question, she also informed the Board regarding two similar historical GFA bonus applications that had been received. A Board Member asked if the portion of the home to be demolished has been done. Ms. Klaassen identified the enclosed front vestibule to be removed.

1
2 Chairman Bradley swore in those speaking to this matter. Healy Rice, the architect, introduced herself
3 along with Kerry and Rob Nelson, the homeowners. She identified the basement as the driver behind the
4 request since more than 4 feet of it extended out of the ground. Ms. Rice stated they decided to apply for
5 the modest 87 square foot variation as opposed to going through the GFA bonus historical significance
6 application. She identified the small addition previously added in the back as unsatisfactory and stated
7 they would like to have a small mudroom at the rear of the home. Ms. Rice added it would be offset to
8 meet the articulation requirement and asked if there were any questions.
9

10 Chairman Bradley asked Ms. Rice if she is having longer term conversations with the applicants so that
11 they are not dealing with multiple applications for variation relief in terms of getting the bonus and the
12 ability to build within that without going through that process. Ms. Rice responded she is working with
13 615 Elm where additional work was being requested and there was not the necessity to get the additional
14 square footage in this case. She added the cost of the HAIS also drove the decision to seek the variation
15 request.
16

17 Chairman Bradley noted there is no one in the audience to comment and called the matter in for
18 discussion and referred to the standards on page 10.
19

20 Mr. Weigandt commented that this is a home that is at least 100 years old with a basement that is an odd
21 issue for the GFA. He also stated there is no objection from neighbors. Mr. Weigandt stated he is in
22 support of the request. Ms. Hanley agreed with his comments. She stated her only concern is that she
23 did not want variations to become a de facto 20% bonus request. Ms. Hanley stated for those projects
24 that come before the Board, the historical aspect should not be considered by the Board as part of the
25 application. Mr. Haller stated if the applicant decided they can qualify for an additional 20%, the Board
26 should not put it in as part of what that calculation is if the applicant advised the Board they are going
27 through that process. Chairman Bradley noted the basement is driving the request in this instance. Mr.
28 Haller stated he is in support of the request for all the reasons stated.
29

30 Mr. Nielsen stated he is also in agreement with the request and described the request as de minimus
31 with the historical aspect having no bearing on his consideration. Ms. Casale MacNally stated although
32 the first standard would be hard to meet, the remaining standards have been met. She also stated she
33 appreciated the articulation being provided and referred to the property's uniqueness. Chairman Bradley
34 stated he is also in support of the request and referred to the standards. He then asked for a motion.
35

36 Ms. Casale MacNally moved to recommend approval of the variation request for 258 Ridge Avenue. Mr.
37 Weigandt seconded the motion. A vote was taken, and the motion unanimously passed, 6 to 0:

38 AYES: Bradley, Haller, Hanley, Casale MacNally, Nielsen, Weigandt

39 NAYS: None
40



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: JULY 6, 2023
SUBJECT: 258 RIDGE AVENUE - VARIATION (CASE NO. 23-09-V2)

INTRODUCTION

On July 10, 2023, the Zoning Board of Appeals (ZBA) is scheduled to hold a public hearing on an application submitted by Robert and Kerry Nelson (collectively, the "Applicant") as the owners of the property located at 258 Ridge Avenue (the "Subject Property"). The Applicant requests approval of the following zoning variation to allow construction of a one-story addition to the existing residence on the Subject Property:

1. **Gross Floor Area (GFA)** of 3,836.94 square feet, whereas a maximum of 3,291.2 square feet is permitted, a variation of 545.74 square feet (16.58%) [Section 17.30.040 – Maximum Building Size] [Note: The existing residence currently consists of 3,766.86 square feet. The proposed addition would add 70.08 square feet of GFA].

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 June 22, 2023. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant a variation to allow a zoning lot with a pre-FAR building (constructed prior to 1989) to exceed the maximum permitted GFA by more than 10%.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.19 acres in size, is located on the west side of Ridge Avenue, between Sunset Road and Mount Pleasant Street, and contains an existing two-and-half-story residence and a detached garage (see Figure 1). The property is zoned R-4 Single Family Residential, and it is bordered by R-4 Single Family Residential to the north and south, R-5 Single Family Residential to the east, and R-3 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 interior lot that is 8,228 square feet in lot area, while the minimum required lot area for an interior lot in the R-4 District is 12,600 square feet. Also, the lot has an average lot width of 44 feet, while the minimum required average lot width for an interior lot in the R-4 District is 60 feet.

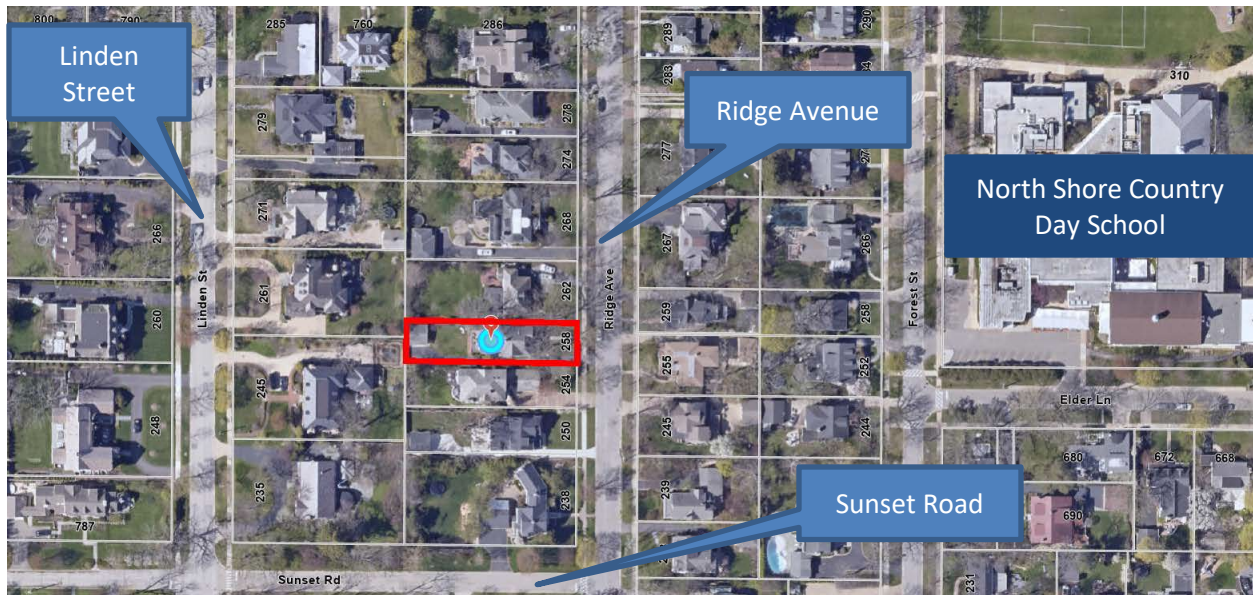


Figure 1 – Aerial Map

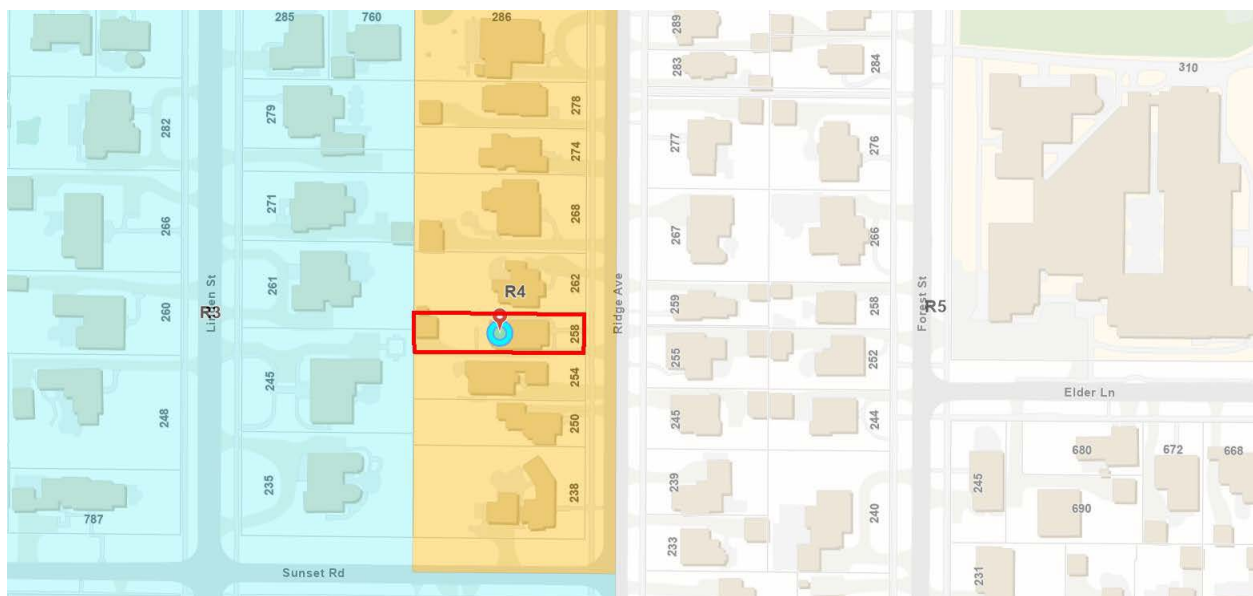


Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The original date of construction of the residence is not able to be determined from Village records. According to research by the Winnetka Historical Society (WHS), the residence is circa 1890's. The following subsequent building permits were issued in:

1. 1930 to alter a two car garage;
2. 1993 to erect a two car detached garage;
3. 1994 to construct an addition at the rear of the existing residence;
4. 1995 to renovate two bedrooms and two bathrooms on the second floor; and
5. 2018 to renovate two bathrooms and add a second floor laundry room.

Other minor permits have been issued over the last several years. The Applicant acquired the property in 2013. There is one previous zoning case on file for the Subject Property. In 1994, ZBA Case No. 1638 was approved by the ZBA granting a variation to exceed the maximum permitted roofed lot coverage to allow a one-story addition on the rear elevation of the existing residence.

In April of this year, the Applicant submitted a Preliminary Property History Study Preparation Request. This is the first step in the Historic and Architecturally Significant Maximum Building Size Bonus review process. In March of 2021, the Village Council amended the Village Code to further encourage the preservation of historic or architecturally significant homes. The adopted amendments provide a 20% maximum building size (GFA) bonus to any single-family home that the Landmark Preservation Commission (LPC) finds to be historic or architecturally significant, provided the home is not demolished or altered in a manner that destroys the home's historic or architectural significance. The goal of the bonus is to encourage property owners and developers to preserve significant homes rather than demolish them.

After a Preliminary Property History Study Preparation Request is received, staff compiles the permit records, and any other relevant documents in Village files, for the property and provides the information to the WHS and requests comments from the WHS. The WHS conducted its research on the Subject Property and property ownership in May of this year (Attachment D). The WHS found that the Subject Property likely maintains historical and architectural significance due to its association with early developer John T. Dale. Mr. Dale was an attorney who moved to Winnetka and began investing in and developing real estate in the early 1870's. He developed multiple subdivisions in the Village, within which he built many large Victorian homes. The WHS commented that "258 Ride is a good example of the vernacular Victorian style that was popular in Winnetka in the 19th and early 20th centuries. While we do not know with certainty that this house was built by Dale in the 1890's, the style is in-line with his other Victorian houses and it falls within Dale's 3rd subdivision."

The Applicant has received the results of the WHS research. If the Applicant wishes to continue to pursue the Historic and Architecturally Significant Maximum Building Size Bonus, the next step would be for the Applicant to commission a Historic and Architectural Impact Study that is then reviewed by the LPC to determine whether the property is historic or architecturally significant and therefore worthy of the 20% GFA bonus. At this time, the Applicant has decided to pursue the variation request that is currently before the Board.

For the Board's information, the maximum allowed GFA on the Subject Property is 3,291.2 square feet. A 20% maximum building size bonus, if the home was designated a historic or architecturally significant structure, would allow the home to have an additional 658.24 square feet for a total of 3,949.44 square feet. The Applicant is requesting a variation to allow a total of 3,836.94 square feet of GFA on the property, which is 112.5 square feet less than would be allowed by the 20% maximum building size bonus.

Figure 3 on the following page is a photo of the Subject Property taken earlier this year and Figure 4 is a photo believed to have been taken in 2013.



Figure 3 – Subject Property - Front Elevation (Ridge Avenue)



Figure 4 – Subject Property - Rear Elevation

The variation is being requested in order to construct a one-story addition on the rear elevation of the existing residence. A portion of the existing deck would be removed to accommodate the proposed addition, which would consist of a mudroom measuring 13 feet by 6.75 feet (87.75 square feet). The proposed plans also include removing the existing front entry enclosure; this area consists of 17.67 square feet of gross floor area (GFA). Therefore, the net increase in GFA is approximately 70 square feet.

[illegible]

Page 5

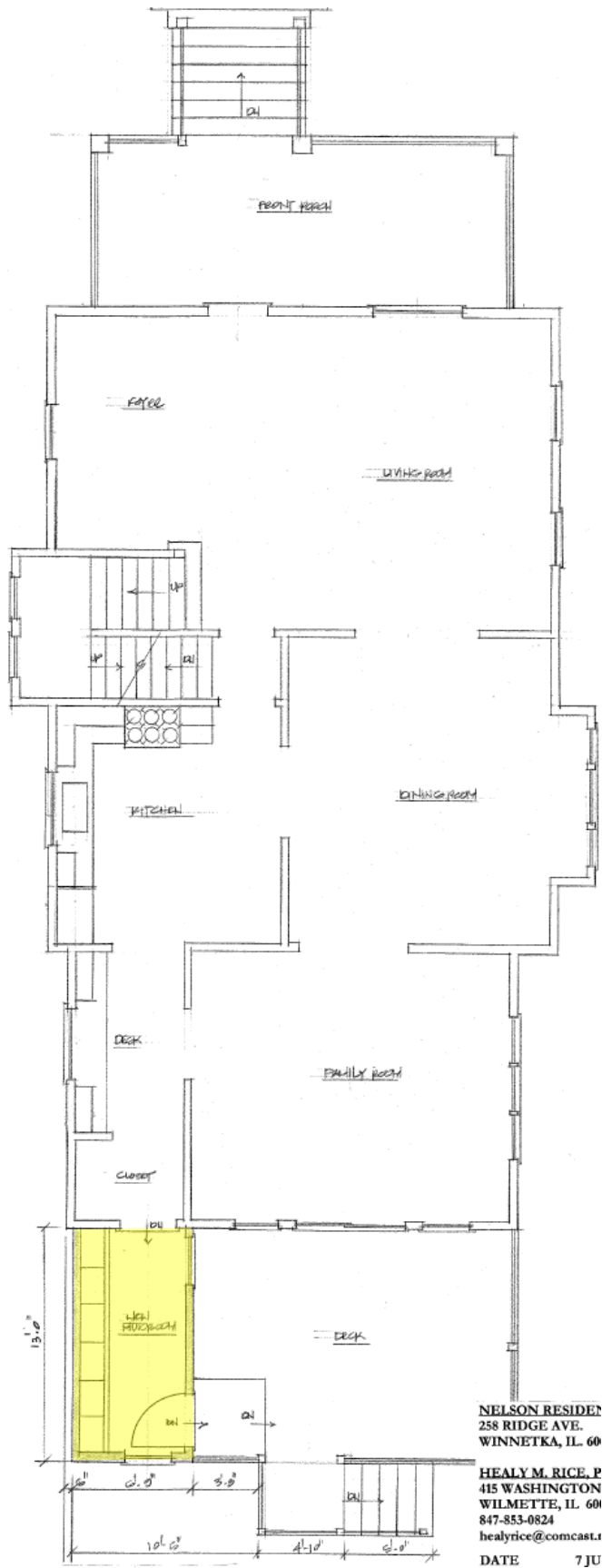


Figure 6 – Proposed First Floor Plan



Figure 7 – Proposed Rear Elevation (West)



Figure 8 –Proposed Side Elevation (North)



Figure 9 – Proposed Side Elevation (South)

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, which represents a negligible increase in impermeable lot coverage, it appears additional stormwater detention would not be required. However, a final determination will be made by Village Engineering staff. Figure 10 on the following page represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year flood area and the orange represent the 500-year flood area.

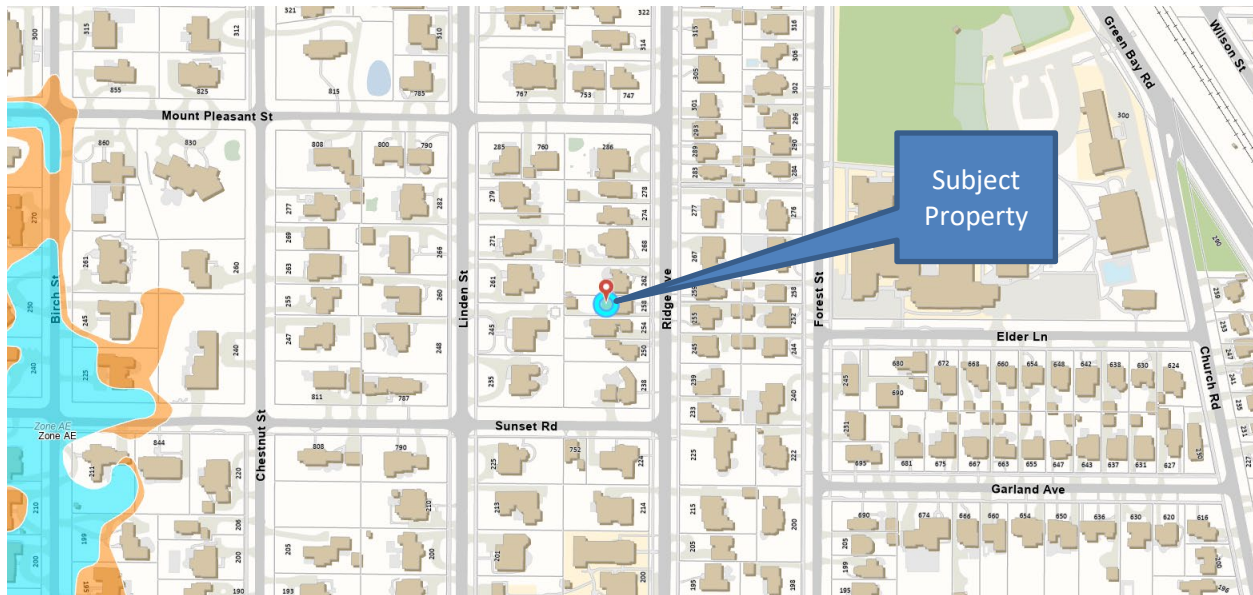


Figure 10 – GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached Zoning Matrix highlights the existing lot and the proposed improvement's compliance with the R-4 zoning district (Attachment A). One variation is being requested to exceed the maximum permitted GFA. The site currently contains 3,766.86 square feet of GFA, exceeding the maximum permitted GFA by 475.66 square feet (14.45%). The net increase in GFA with the proposed addition is 70.08 square feet, bringing the total GFA to 3,836.94 square feet, whereas a maximum of 3,291.2 square feet is permitted, a variation of 545.74 square feet (16.58%).

FINDINGS

Section 17.60.040 of the Zoning Ordinance lists eight variation standards that the Board must find a variation application meets. The Applicant has supplied as part of their application materials a narrative addressing how this proposal meets these standards.

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

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

1. Gross Floor Area (GFA) of 3,836.94 square feet, whereas a maximum of 3,291.2 square feet is permitted, a variation of 545.74 square feet (16.58%) [Section 17.30.040 – Maximum Building Size].

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

ATTACHMENT A

ZONING MATRIX

ADDRESS: 258 Ridge Avenue

CASE NO: 23-09-V2

ZONING: R-4

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	12,600 SF	8,228 SF	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	60 FT	44 FT	N/A	N/A	EXISTING NONCONFORMING
Min. Lot Depth	120 FT	187 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	2,221.56 SF (1)	1,713.89 SF	1,783.97 SF	70.08 SF	OK
Max. Gross Floor Area	3,291.2 SF (1)	3,766.86 SF	3,836.94 SF	70.08 SF	545.74 SF (16.58%) VARIATION
Max. Impermeable Lot Coverage	4,114 SF (1)	4,099.32 SF	4,099.73 SF	0.41 SF	OK
Min. Front Yard (Ridge/East)	30 FT	43.7 FT	43.7 FT	0 FT	OK
Min. Side Yard (North)	6 FT	2.9 FT	2.9 FT (3)	0 FT	EXISTING NONCONFORMING
Min. Side Yard (South)	8 FT	8.8 FT	8.8 FT	0 FT	OK
Min. Rear Yard (West)	25 FT	81.8 FT	68.8 FT	-13 FT	OK

NOTES:

(1) Based on lot area of 8,228 s.f.

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

(3) Existing nonconforming setback of 2.9 feet will remain. Proposed addition would provide a setback of 6.2 feet.

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. An exception is for lots along the lakefront that directly discharge into Lake Michigan; those lots are not required to provide stormwater volume detention on-site. They are required to meet all other Village stormwater system design requirements.

	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 258 Ridge Avenue</i> <i>Based upon preliminary review of information to date, it appears that 258 Ridge Avenue <u>would not</u> have to provide additional storm water detention volume. However, a final determination will not occur until engineering plans are submitted with a building permit application.</i>
E. Improvements to existing lots, who currently exceed maximum impermeable lot coverage (e.g., School sites,	The amount of additional required storm water detention volume is based upon: a) The amount of the impermeable lot coverage (ILC) currently in excess of the maximum	

Stormwater Volume Requirements for Development Sites

single family and multi-family sites)	permitted amount of ILC allowed by zoning that will be removed and replaced, and/or b) The amount of ILC in addition to what currently exists on the lot. The amount of required detention value is then determined using the run-off coefficient for 100-year storm event.	
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ATTACHMENT C

Village of Winnetka
ZONING VARIATION APPLICATION

VILLAGE OF WINNETKA, ILLINOIS

DEPARTMENT OF COMMUNITY DEVELOPMENT

VA 2023-545

ZONING VARIATION APPLICATION

Case No. 23-09-V2

Property Information

Site Address: 258 Ridge Ave.

Owner Information

Name: Robert and Kerry Nelson

Address: 258 Ridge Ave.

City, State, ZIP: Winnetka, IL 60093

Email: [REDACTED]

Primary Contact: Kerry Nelson

Phone No. [REDACTED]

Date property acquired by owner: 2013

Architect Information

Healy M. Rice

Name: [REDACTED]

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: [REDACTED]

Primary Contact: [REDACTED]

Address: [REDACTED]

City, State, Zip: [REDACTED]

Phone No. [REDACTED]

Email: [REDACTED]

Nature of any restrictions on property: none known

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

FAR request to construct new 1 story mudroom in place of existing deck.

Property Owner Signature: [REDACTED]

Date: 06/07/2023

**Kerry and Rob Nelson
258 Ridge Avenue
Winnetka, Illinois 60093**

Request for Zoning Variation

258 Ridge Avenue is located on the west side of Ridge between Sunset Road and Mt. Pleasant Street. We are seeking a 373.67 sf (10.78 8%) Floor Area Ratio variation to permit construction of a one-story 87.75 sf mudroom addition that would replace a section of our existing deck on our legally non-conforming home. Lot coverage and remaining setbacks are compliant with required.

We seek this variation due to unique circumstances, practical difficulty and hardship. Our home was built in the 1870's and predates the current zoning ordinance. At 44.0 feet wide, it is a narrower and therefore smaller than the average lot of the neighborhood. Typical of its era, the house sits high off the ground on its foundation; the topography of our lot slopes downhill making the back higher off the ground than the front, exacerbating this condition. The exposed basement exterior walls are more than 4' tall, causing the majority of our basement to be included in our FAR. The basement adds 841.04 sf to our FAR by current standards; if the basement did not count, we would be more than 467 sf under the requirement.

Our basement is a modest collection of small rooms with ceiling heights at and under 7'-0" high. An addition built in 1994-5 on the rear of the home has only crawl space underneath, the interior clearance there is less than 5'-0" and used as storage only. At present we have a raised deck off our family room and steps down to grade. The mudroom would replace the north 6'-9" of the deck and project the same 13'-0" distance west. The steps to grade would just shift to the south.

The 1994 addition by former owners does include a small mud area by the back door. We have lived in the home for 10 years now and this nook is insufficient for our family of 6 people. Adjacent to the mud area is a narrow countertop and then our kitchen. We have tried to work with the existing area with clever storage options, but it falls far short. A mudroom addition with dedicated storage will provide the needed location for our everyday coats, shoes, boots, and sporting equipment. We have considered alternative locations within our existing footprint but none of them really work with the first-floor plan; building a new mudroom off the back of the house with access from our driveway makes the most practical sense.

The only neighbors impacted by the additions are to our north and west. To the west, our rear lot line will be 68.90 feet from the addition, and our detached garage at the back of our lot is behind the addition providing adequate separation and a visual screen. To the north, we are offsetting the mudroom addition to comply with the 6'-0" side yard minimum and the 18" articulation requirements. Our house is actually only 4.50 feet from the north property line so the mudroom will be farther away from our north neighbor and, at only one story, will not be imposing. There will be no impact to the light or air to any property in the rest of the neighborhood.

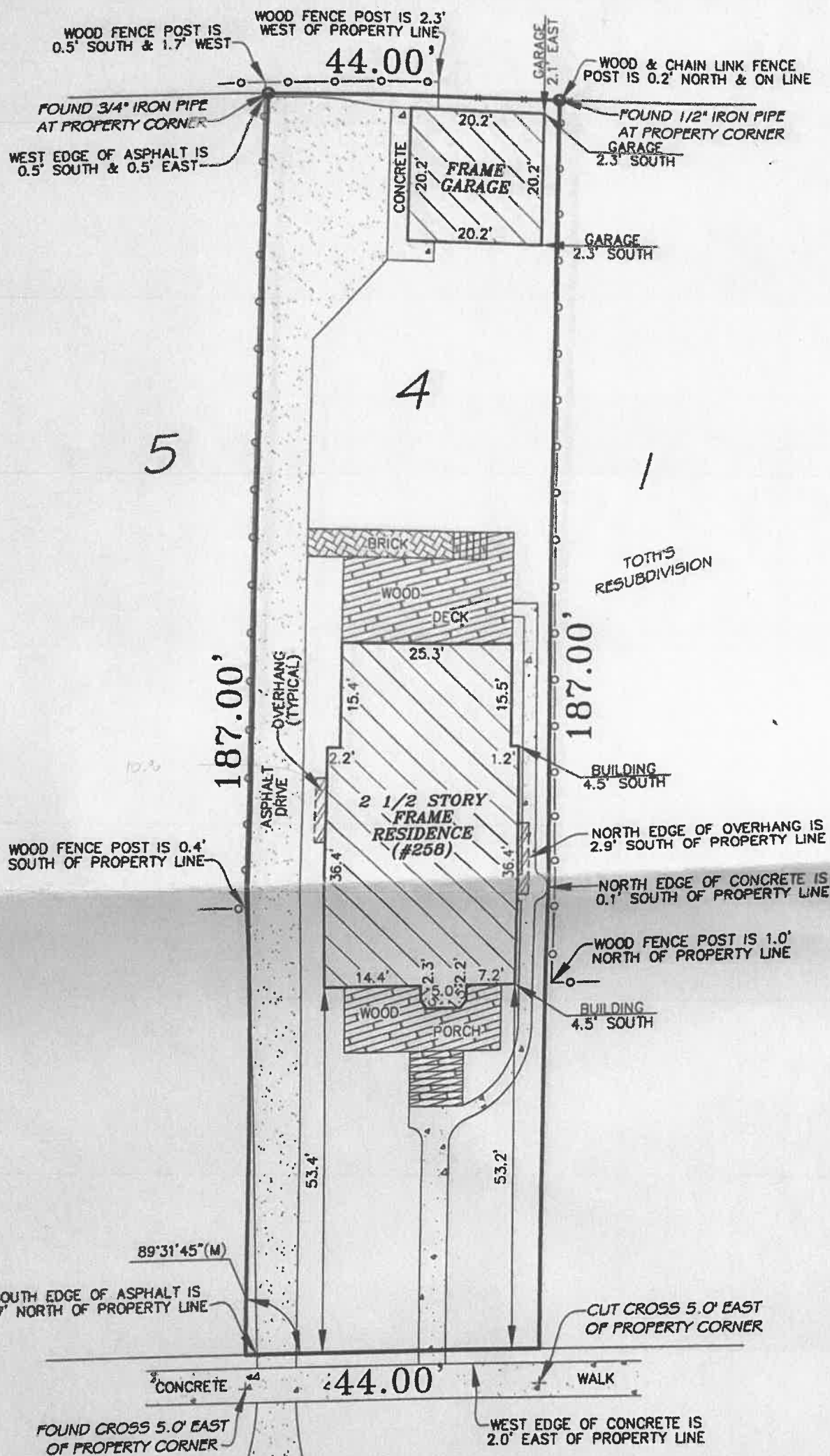
The proposed zoning relief does not alter the essential character of the neighborhood and will be consistent with the goals, objectives, and policies established in the zoning ordinance. The proposed variation will not impair an adequate supply of light and air to the adjacent properties, will not injure 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.

PLAT OF SURVEY

OF

THE SOUTH 44 FEET OF LOT 4 IN BLOCK 5 IN DALE'S THIRD ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTHEAST QUARTER (EXCEPT THE NORTHEAST QUARTER THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



AREA = 8,228 SQ. FT.
MORE OR LESS

LEGEND

(R/M) - RECORD / MEASURED
L - ARC LENGTH
R - RADIUS
CH - CHORD

PREPARED FOR: DANIEL F. HOFSTETTER (ATTORNEY AT LAW)
JOB ADDRESS: 258 RIDGE AVENUE, WINNETKA, IL
SELLER/BUYER: MARTIN / NELSON
JOB NO.: 13-06-0021

NEKOLA SURVEY, INC.

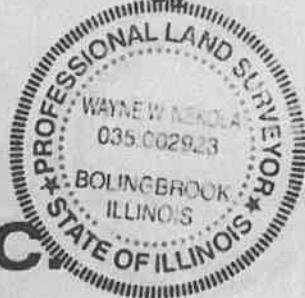
PROFESSIONAL LAND SURVEYING SERVICES

WWW.NEKOLASURVEY.COM

400 N. SCHMIDT RD., STE. 203

BOLINGBROOK, ILLINOIS 60440

(630) 226-1530 PHONE (630) 226-1430 FAX



NORTH

SCALE: 20'

FIELD WORK COMPLETED ON THE 13TH DAY OF JUNE, 2013.

(STATE OF ILLINOIS)
(COUNTY OF WILL) SS

NEKOLA SURVEY INC. DOES HEREBY CERTIFY THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

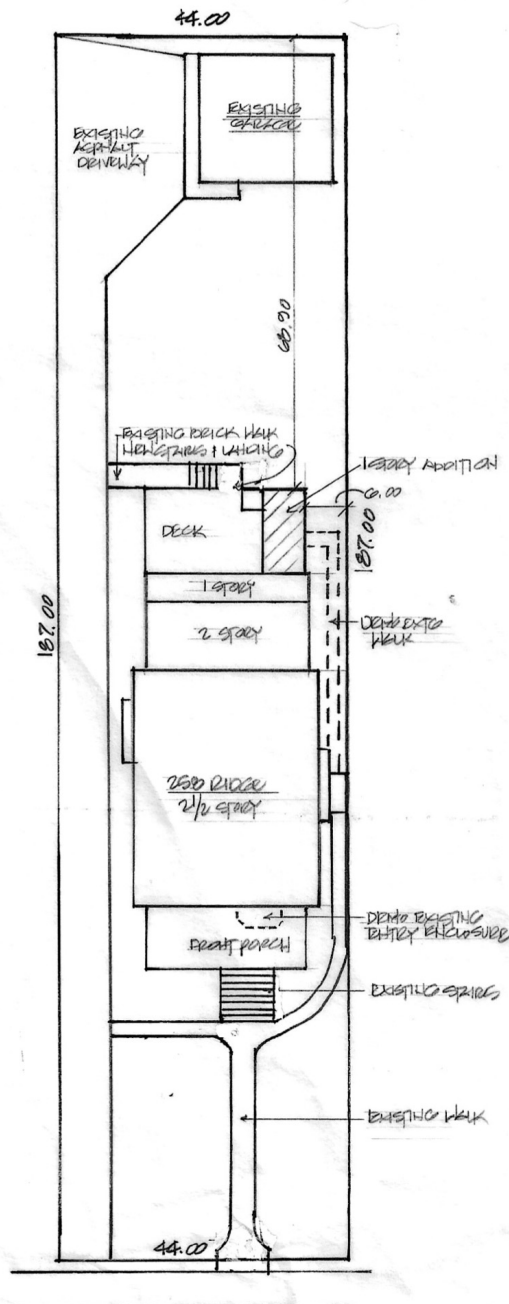
DATED THIS 14TH DAY OF JUNE, 2013.

Wayne W. Neola

IPLS No. 2923

LICENSE RENEWAL DATE: 30 NOVEMBER 2014.

NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF ANY AND ALL CONSTRUCTION. FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.



RIDGE AVENUE

SITE PLAN

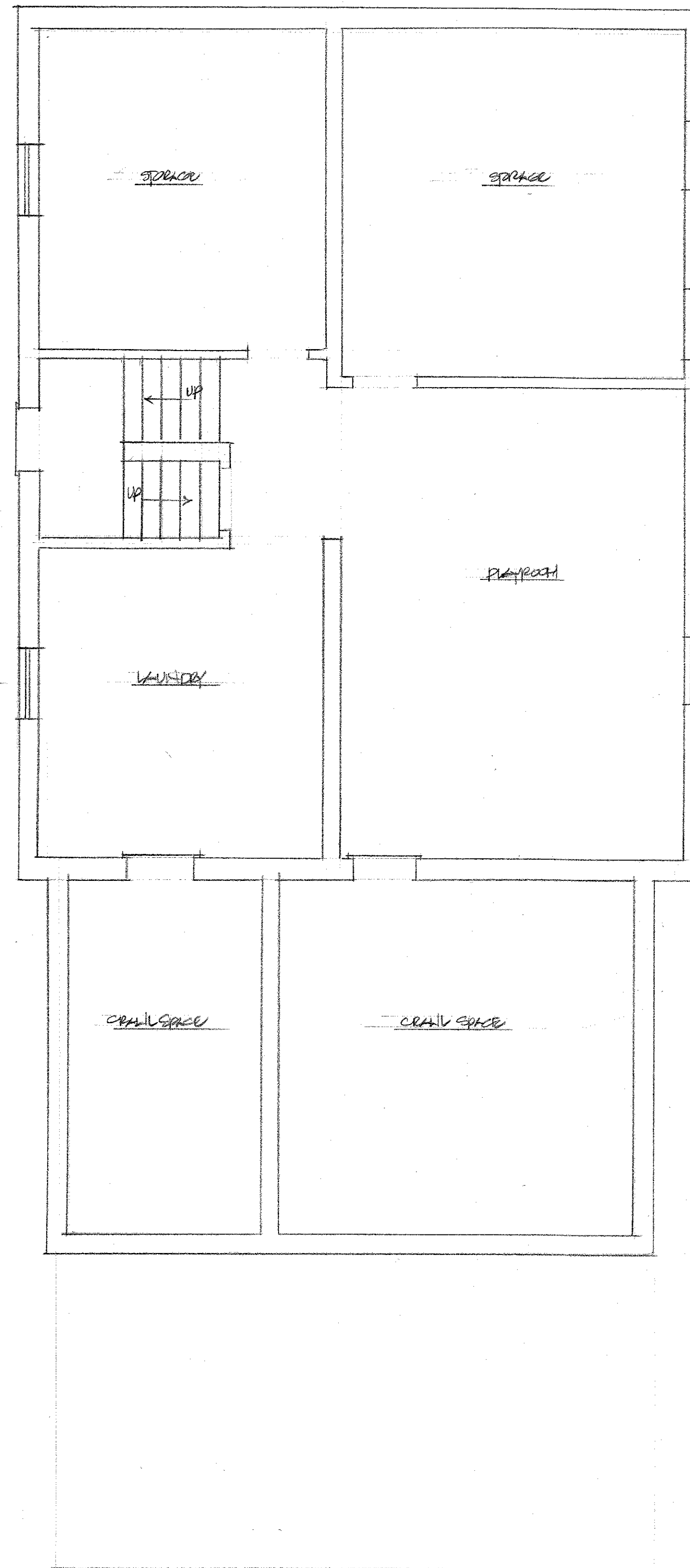
N

1" = 20'-0"

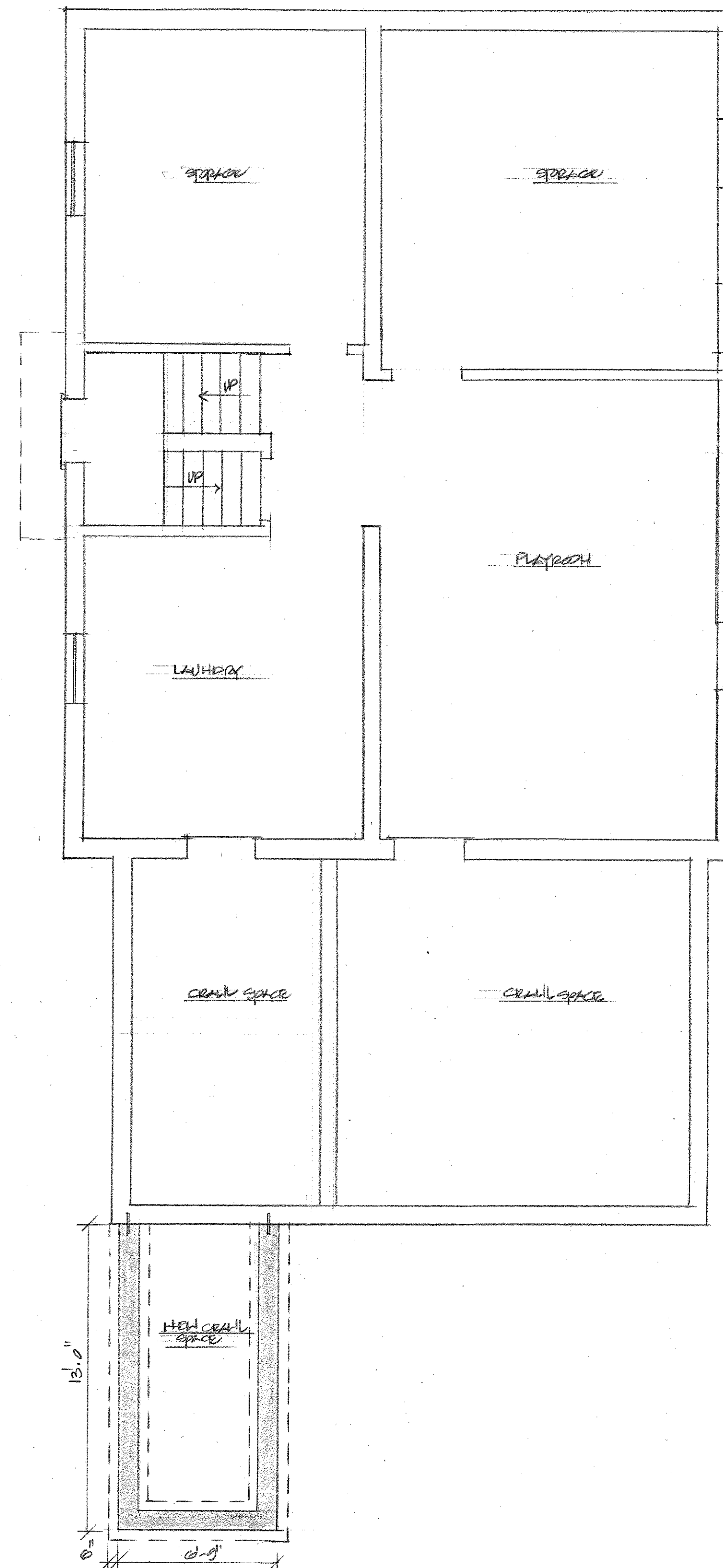
NELSON RESIDENCE
258 RIDGE AVE.
WINNETKA, IL. 60093

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

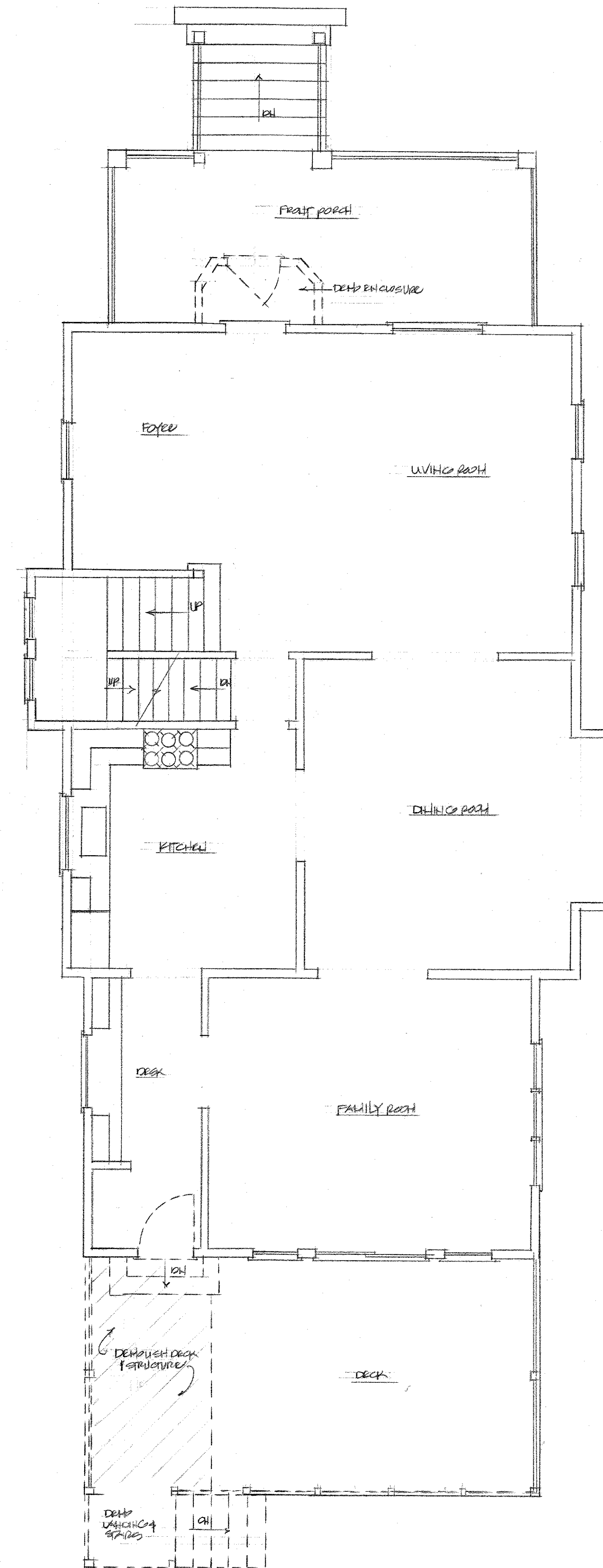
DATE 7 JUNE 23



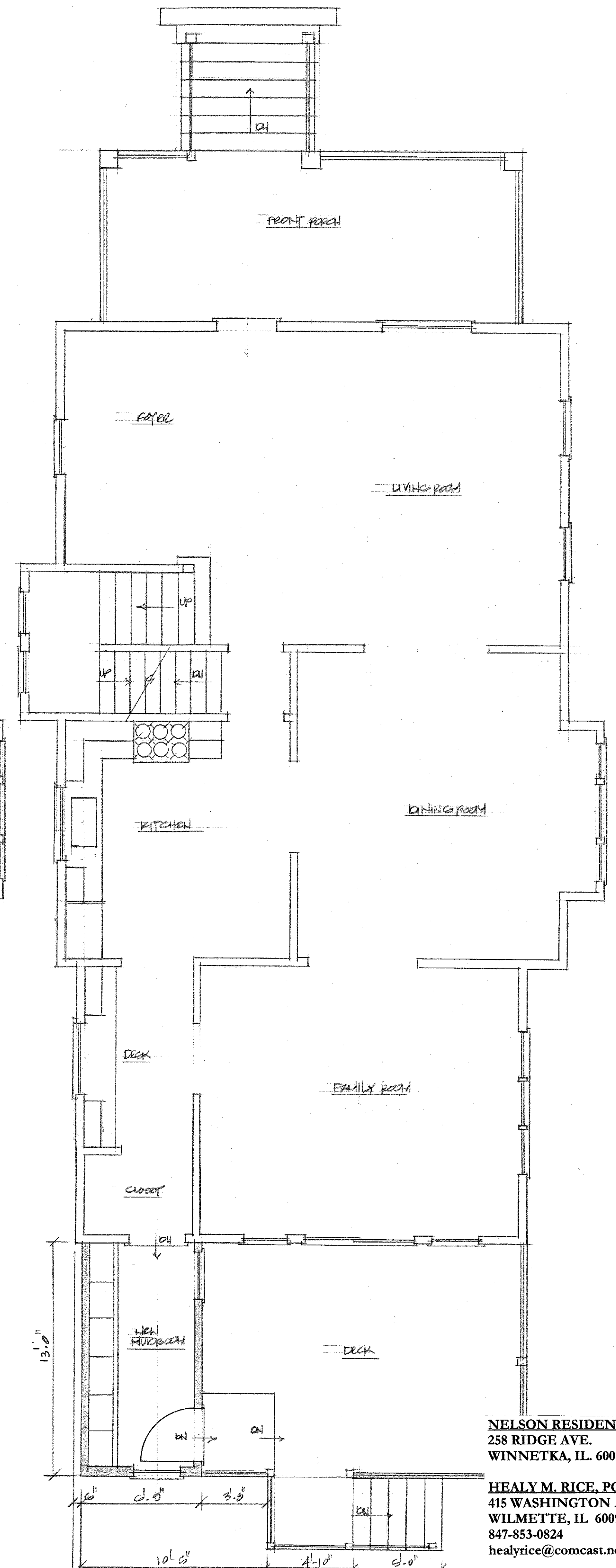
BASEMENT DEMOLITION
 1/4" = 1'-0"
 DEMOLITION



BASEMENT PLAN
 1/4" = 1'-0"
 NEW CONSTRUCTION



1ST FLOOR DEMOLITION
 1/4" = 1'-0"
 DEMOLITION



1ST FLOOR PLAN
 1/4" = 1'-0"
 NEW CONSTRUCTION

NELSON RESIDENCE
 258 RIDGE AVE.
 WINNETKA, IL. 60093

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

DATE 7 JUNE 23
REVISED

SHEET 2 OF 4



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



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



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

NELSON RESIDENCE
258 RIDGE AVE.
WINNETKA, IL. 60093

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

DATE 7 JUNE 23
REVISED

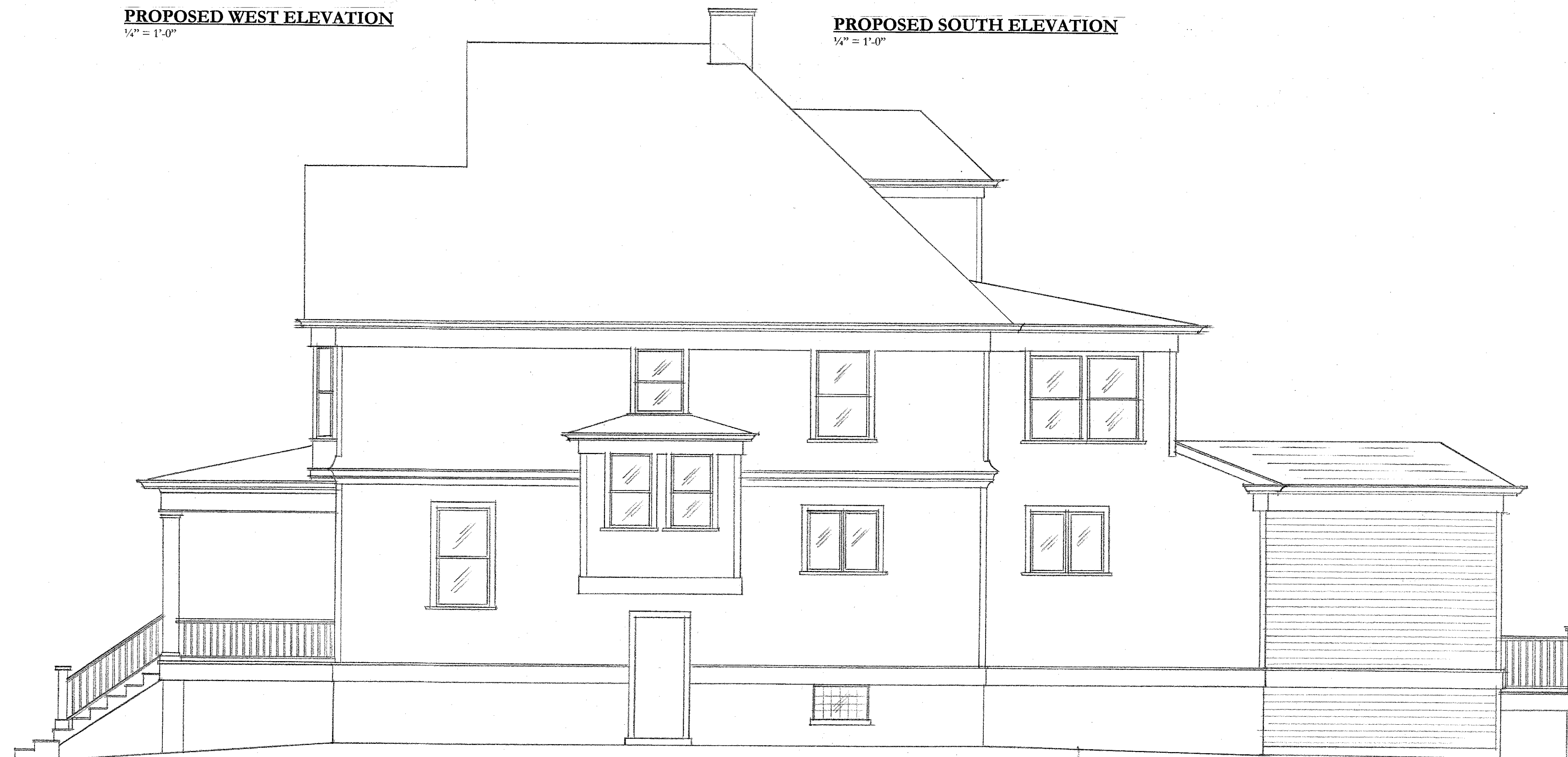
SHEET 3 OF 4



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



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



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

NELSON RESIDENCE
258 RIDGE AVE.
WINNETKA, IL. 60093

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

DATE 7 JUNE 23
REVISED

SHEET 4 OF 4

PROPERTY RESEARCH COVERSHEET



Address: 258 Ridge

Construction Details:

Original construction date: c. 1890s¹

Construction type: Wood siding

Style: Victorian

OWNERSHIP HISTORY:

OWNER NAME	DATES OCCUPIED	INFORMATION ATTACHED	SIGNIFICANCE
John T. Dale	1870s – at least 1890s	Examination of Title for 258 Ridge, plat survey for Dale's 3 rd Subdivision	Dale was an early developer who built several historic Victorian houses in Winnetka. He served as the second President of the Village of Winnetka.
Hoyt and Lillian McClain	By 1909 – at least 1920	1909 directory, 1920 directory, <i>Winnetka Talk</i> obituary	Hoyt was the president of Tengwell Co. printers and binders.
Marx A. Stockley	1923	1923 directory, <i>Winnetka Talk</i> advertisement	Marx was a potato producer and supplier.
Duncan W. Dietrich	By 1925 – at least 1933	1925 directory, <i>Winnetka Talk</i> obituary	Duncan was the owner of the Dietrich Paper Company.
R. W. McMahon	By 1935 – 1950	1935 directory, real estate listing	
Lourde J. Welch	By 1954 – at least 1969	1954 directory, 1969 directory, <i>Winnetka Talk</i> obituary	Lourde was the Vice President of the World Book Encyclopedia.
Dr. Robert S. and Sharon A. Callaghan	By 1975 – 1994	Building permit application, 1975 directory	
Peter and Jane McNitt	1994 – 2002	Building permit application, <i>Winnetka Talk</i> property sales, Hub Group "About Us" webpage	Peter is the former Vice Chairman of BMO Harris Bank and the lead directory of the Hub Group.
Gary C. and Nan L. Martin	2003 – 2013	Cook County Recorder records	

¹ We have not been able to determine the exact build date. It is possible that it was built in the 1890s by John T. Dale as part of his 3rd subdivision, but we did not find any listings in the directories until 1909.

Kerry D. and Robert M. Nelson	2013 – present	Cook County Recorder records	
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ARCHITECTS:

ARCHITECT NAME	DATE AND DESCRIPTION OF PROJECT	INFORMATION ATTACHED
OAI – Rob Walker	1994 – construct rear addition; 1995 – renovate two bedrooms and two bathrooms on second floor	

RESEARCH SOURCES USED: *Winnetka Talk*, Cook County Assessor records, Cook County Recorder records, historic phone books, WHS property files, WHS digital files, Ancestry.com, *Chicago Tribune*

Findings:

Our research indicates that this home likely maintains historical and architectural significance due to its association with early developer John T. Dale. Dale was an attorney who moved to Winnetka and began investing in and developing real estate in the early 1870s. He developed multiple subdivisions in Winnetka, within which he built many large Victorian homes. Dale's father, Thomas, was a master carpenter (both an architect and builder) who likely designed and built the more ornate Italianate and Gothic Victorian houses in Dale's 1st and 2nd subdivisions.² Thomas Dale died in 1880. John Dale continued to develop Victorian houses after his father's death, though they tend to be vernacular Victorian in style.³

258 Ridge is a good example of the vernacular Victorian style that was popular in Winnetka in the 19th and early 20th centuries. While we do not know with certainty that this house was built by Dale in the 1890s, the style is in-line with his other Victorian houses and it falls within Dale's 3rd subdivision.

Date of Research: 5/10/2023

Submitted by:

Meagan McChesney, PhD
Curator, Winnetka Historical Society

Mary Trieschmann, MS Ed
Executive Director, Winnetka Historical Society

² 352 Linden, 352 Ridge (demolished in 1967), 326 Ridge, and 328 Linden, for example.

³ 238 Ridge is another example.



TITLE: Resolution No. R-74-2023: A Resolution Approving a Reimbursement to the Village of Kenilworth for Design Services for the Green Bay Road Streetscape Concept Plan (Adoption)

AGENDA DATE: August 1, 2023

ITEM TYPE: Ordinances and Resolutions

None

INTRODUCTION

COMPREHENSIVE PLAN & DOWNTOWN MASTER PLAN

The recently adopted Winnetka Futures 2040 Plan, the Comprehensive Plan for the Village, contains the following vision statement regarding Vibrant Business Districts and includes the following related streetscape goals and initiative to achieve that vision:

Vision Statement: A community with a strong commitment to supporting and enhancing its unique, walkable, mixed-use business districts, which serve both as the community's commercial and social centers.

Goal 2.5: The Village will partner with others to provide public infrastructure to support vibrant business districts.

Initiative 2.5.1: Continue the Village's streetscape improvement efforts that are occurring in the Elm Street Business District by implementing similar, but district-appropriate, improvements in the Hubbard Woods and Indian Hill business districts and along the Green Bay Road corridor.

The goals and initiatives in the Comprehensive Plan further the goals and initiatives identified in the Downtown Master Plan, which was adopted in November 2016.

Green Bay Road Design Services with Kenilworth

In early 2023, Kenilworth and Winnetka staff jointly prepared and released a request for proposals to prepare and refine concepts for Green Bay Road. The RFP was released, and two design/engineering firms provided proposals. Winnetka and Kenilworth staff reviewed the proposals, and the team unanimously selected the proposal from the Ciorba Group as the preferred option. The Ciorba proposal was identified as the preferred proposal for several reasons, which include:

- Experience working on the Winnetka streetscape enhancement projects;
- Proposed partnership with Teska Associates, who also worked on the streetscape project;
- Experience with Kenilworth working on several projects, including Green Streets;
- Offering the lowest proposed price for services.

Because of these reasons, the village managers of both communities recommend entering into a professional services agreement with the Ciorba Group to initiate a study of Green Bay Road between Kenilworth Avenue and Winnetka Road. The purpose of the study would be to explore the feasibility and desirability of roadway and streetscape enhancement. The analysis would serve as the foundation for a Phase 1 Engineering report which would be the required next step should the communities wish to proceed with any roadway work. This is due to the fact that the roadway is owned and maintained by the Illinois Department of Transportation. A detailed description of the proposed services, which includes public meetings in both communities, is included in the Ciorba Scope of Work as Exhibit A to the professional services agreement (See materials from the Village of Kenilworth - **Attachment 2**).

As written, the Village of Kenilworth would engage the Ciorba Group. However, Winnetka representatives would be participating as desired at all stages. On June 20, 2023, the Kenilworth Village Board adopted a resolution authorizing execution of the agreement. If the Winnetka Village Council adopts the resolution on the August 1 agenda, work would commence as soon as possible.

BUDGET CONSIDERATIONS

The total cost for the professional services agreement with Ciorba for Green Bay Road Design Services would be \$109,200. The Village of Winnetka's share would be \$32,760. Given the amount is over \$25,000, the Village Council must approve the authorization to spend these funds.

This project was not budgeted in the 2023 Business District Revitalization Fund; however, this Account 420.15.01-620 will have sufficient funds to cover the project expenses as we do not anticipate spending the total amount of \$150,0000 for the Hubbard Woods Streetscape Concept Design & Phase 1 this year.

RECOMMENDATION:

The Council is scheduled to consider Resolution No. R-74-2023, Approving a Reimbursement to the Village of Kenilworth for Design Services for the Green Bay Road Streetscape Concept Plan.

ATTACHMENTS:

1. Resolution No. R-74-2023: Approving a Reimbursement to the Village of Kenilworth for Design Services for Green Bay Road Streetscape Concept Plan
2. Village of Kenilworth Professional Services Agreement for Design and Engineering Services

RESOLUTION NO. R-74-2023

**A RESOLUTION APPROVING A REIMBURSEMENT OF THE VILLAGE OF
KENILWORTH FOR DESIGN SERVICES FOR
THE GREEN BAY ROAD STREETScape CONCEPT PLAN**

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

WHEREAS, the Village of Winnetka (“*Winnetka*”) and Village of Kenilworth (“*Kenilworth*”) desire to improve the streetscape along the southern portion of Green Bay Road in Winnetka and the portion of Green Bay Road in Kenilworth, and to do so in a coordinated fashion; and

WHEREAS, Kenilworth has retained the Ciorba Group to provide design service for a Green Bay Road concept plan (“*Services*”) in an amount of \$109,200.00 pursuant to a professional services agreement; and

WHEREAS, Winnetka desires to reimburse Kenilworth for the portion of the Services for the portion of Green Bay Road in Winnetka in an amount of \$32,760.00 (“*Reimbursement*”); and

WHEREAS, the Village Council has determined that it is in the best interests of Winnetka and its residents to provide Kenilworth the Reimbursement;

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 REIMBURSEMENT. The Village Council hereby approves the Reimbursement to Kenilworth for the Services in an amount of \$32,760.00.

SECTION 3: AUTHORIZATION TO EXECUTE DOCUMENTS. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of Winnetka, any documents necessary to make the Reimbursement in accordance with Section 2 of this Agreement.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 1st day of August, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



Request for Board Action

Agenda Item: 07

Considered By:
Village Board

Date:
06/20/23

Staff Contact: Patrick Brennan, Administration

Subject: Adoption of a Resolution Authorizing Execution of a Professional Services Agreement with the Ciorba Group of Chicago, Illinois for Green Bay Road Design Services in the Estimated Amount of \$109,200

Summary: One of the goals in the FY23 budget was to commence a review of the configuration of Green Bay Road within the business district. An RFP was released and staff from Winnetka and Kenilworth reviewed the proposals. Based upon that review, it is recommended that the Ciorba Group is engaged for the project as a precursor to a future Phase 1 engineering study.

Background of Matter: In 2022, the Village completed the re-visioning process for the Green Bay Road business corridor. The process included focus group meetings, and public forums as well as stakeholder surveys. During the visioning process, a number of commenters raised concerns related to traffic speed and pedestrian safety along Green Bay Road.

An analysis of the Green Bay Road corridor mobility was conducted in 2012. The transportation corridor analysis was funded by the Regional Transportation Agency (RTA) through a planning grant. A steering committee for the project, led by the Plan Commission, included representatives from Sears School, the Park District, PACE, METRA, Union Pacific, and IDOT. Consulting support was provided by Houseal Lavigne as the lead planner, Gewalt Hamilton (traffic engineering), Active Transportation Alliance (transit specialists), and Altamanu (urban planning). The team reviewed the Green Bay Road corridor and its surrounds, and offered recommendations to improve traffic, pedestrian, and transit uses in the area. The Green Bay Road Conceptual Transportation and Streetscape report (Green Bay Report) was delivered in October of 2013.

The Green Bay Report included a number of recommended options to improve the corridor. Several have been implemented in the time since the report was released. Examples include the relocation of Sterling Road and the reconfiguration of the Richmond/Kenilworth intersection near the train station. One of the most significant recommendations in the Green Bay Report was to reconfigure the roadway from four lanes to three. The recommendation was for a single lane of travel north and south, a center turn lane, and a protected diagonal parking lane on the west side of the roadway. A number of residents expressed opposition at the time, believing that the change would cause long traffic delays, a point disputed by the traffic engineering team.

Ten years have passed since the Green Bay Report was released. With a renewed interest in the business district, continued concerns regarding traffic flow, and a desire to create a pedestrian friendly area, the Village Board agreed to revisit the reconfiguration concept for Green Bay Road in 2023. The project is listed in the budget goals for the current fiscal year.

A reconfiguration of Green Bay Road would have the potential to impact the Village of Winnetka. Therefore, President Kaz and the Village Manager initiated discussions with representatives from the Village of Winnetka regarding the potential to revisit the Green Bay Report. The goal being to take a joint approach and ensure a seamless transition of roadway and possibly streetscape between the villages. The initial response from the Winnetka representatives was encouraging.

In early 2023, staff jointly prepared and released a request for proposals to revisit the concepts for Green Bay Road. The RFP was released and two design/engineering firms provided proposals. The proposals were reviewed by staff from both Winnetka and Kenilworth and the team unanimously selected the proposal from the Ciorba Group as the preferred option. There are a number of reasons the proposal from the Ciorba Group was identified as preferred. Those include:

- Experience working on the Winnetka streetscape enhancement projects;
- Proposed partnership with Teska Associates, who also worked on the streetscape project;
- Experience with Kenilworth working on several projects, including Green Streets;
- Offering the lowest proposed price for services.

Because of these reasons, the village managers of both communities recommend entering into a professional services agreement with the Ciorba Group to initiate a study of Green Bay Road between Kenilworth Avenue and Winnetka Road. The purpose of the study would be to explore the feasibility and desirability of the roadway reconfiguration concepts as proposed in the Green Bay Report, and identify streetscape enhancements. The analysis would serve as the foundation for a Phase 1 Engineering report which would be the required next step should the communities wish to proceed with any roadway work. This, due to the fact that the roadway is owned and maintained by the Illinois Department of Transportation. A detailed description of the proposed services, which includes public meetings in both communities, is included in the Ciorba Scope of Work as an exhibit to the professional services agreement.

As written, the Village of Kenilworth would engage the Ciorba Group. However, Winnetka representatives would be participating as desired at all stages. If the agreement is authorized by the Village Board, work would commence as soon as possible. The Village of Winnetka is likely to consider the proposal in either late June or early July.

Policy: Village Board approval is required to engage in non-emergency agreements in excess of \$20,000. Additionally, the Village Purchasing Manual guides the process for the purchase of materials in excess of \$20,000. The practice of the Village is to solicit proposals for professional services in a like manner.

Financial Impact: The proposal from Ciorba was for \$109,200. The Village of Winnetka has tentatively agreed to pay 30% (\$32,760), leaving \$76,440 in Village expenses. The study area is approximately 70% in Kenilworth and 30% in Winnetka.

The TIF fund included \$45,000 in projected expenditures for the project. The remaining \$31,440 may be funded through either the Capital Improvement Fund (27), or Tax Increment Financing Fund (14).

Recommendation: The Village Manager recommends that the Village Board adopt the resolution as presented, authorizing the agreement with the Ciorba Group.

Attachments: Resolution and Professional Services Agreement

**VILLAGE OF KENILWORTH
RESOLUTION NO. 2023-__**

**A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT WITH THE CIORBA GROUP FOR GREEN BAY ROAD
DESIGN & ENGINEERING SERVICES**

WHEREAS, the Village of Kenilworth ("Village") is a non-home rule municipality located in Cook County, Illinois; and

WHEREAS, the Village solicited professional engineering services proposals for Green Bay Road Design and Engineering Services ("Services") on behalf of the Village and the Village of Winnetka ("Winnetka"); and

WHEREAS, the Village received two proposals in response to the solicitation; and

WHEREAS, staff from both the Village and Winnetka ("Review Team") reviewed the proposals in substantial conformance with the Village Purchasing Manual; and

WHEREAS, the Review Team determined the proposal from the Ciorba Group of Chicago, Illinois to best meet the needed Services; and

WHEREAS, the Ciorba Group proposed providing the Services for \$109,200; and

WHEREAS, The Village and the Ciorba Group desire to enter into a professional services agreement for the Services (**Exhibit A**); and,

WHEREAS, the Board of Trustees finds that it is in the best interest of the Village and its residents to contract the Services from the Ciorba Group; and,

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated in and made a part of this Resolution by this reference.

Section 2. Approval. The Agreement with Ciorba Group is hereby approved in a form substantially similar to that provided in Exhibit A.

Section 3. Execution. The Village Manager is hereby authorized and directed to execute, on behalf of the Village, the Agreement with Ciorba Group. If an executed copy of the agreement is not signed by both parties within 60 days after the effective date of this Resolution, then the Village has the right but not the obligation to cancel the agreement without further obligation.

Passed this _____ day of _____, 2023.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Village President

Attest:

Village Clerk

Exhibit A

Professional Services Agreement

**VILLAGE OF KENILWORTH
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN AND ENGINEERING SERVICES**

THIS AGREEMENT is dated as of the ____ day of June, 2023 ("**Agreement**") and is by and between the **VILLAGE OF KENILWORTH**, an Illinois municipal corporation ("**Village**") and the Consultant identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

Ciorba Group, Inc. ("**Consultant**")
8725 W. Higgins Rd., Suite 600
Chicago, IL 60031
Telephone: 773-775-4009
Email: dolaughlin@ciorba.com

B. Project Description. The Consultant will provide design and engineering services for the refinement of the Green Bay Road Realignment and Streetscape concepts. The work will be conducted jointly with the Village of Kenilworth and Village of Winnetka. The design and engineering services are more fully set forth in Exhibit A.

C. Representations of Consultant. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit A to this Agreement ("**Services**"). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

D. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed \$109,200, as outlined in Exhibit A, including reimbursable expenses, unless amended pursuant to Subsection 8A of this Agreement.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement: Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "**Commencement Date**"). The Consultant shall diligently and

continuously prosecute the Services until the completion of the Work, but in no event later than 30 days working days from the start of the project (***"Time of Performance"***).

D. Reporting. The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount billed for the Proposal during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Village.

B. Invoices and Payment. The Consultant shall be paid as provided in Exhibit A. The Consultant shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit A. The Village shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

D. Claim In Addition To Agreement Amount. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits and Royalties. The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

F. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL: SUBCONTRACTORS.

A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

C. **Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. **Confidential Information.** The term "***Confidential Information***" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement ("***Time of Disclosure***"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE.

A. Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, indemnify, save harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the Village.

C. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Village Manager may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village Manager may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6A, Warranty of Services, of this Agreement.

D. No Personal Liability. No elected or appointed official, or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a 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 the Consultant 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 Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

E. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

F. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the

event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit A.

G. Term. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the Village Manager determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the Village by the Consultant.

H. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant 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 Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

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

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

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any

and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

J. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

K. Village Board Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

L. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other consultants engaged by the Village.

M. News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager.

N. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

O. GIS Data. The Village has developed digital map information through Geographic Information Systems Technology ("**GIS Data**") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the Village shall be limited to the scope of the Work that the Consultant is to provide for the Village;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Work; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;

b. Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;

c. **Supply to Village.** At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. **Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Kenilworth
419 Richmond Road
Kenilworth, Illinois 60043
Attention: Patrick Brennan
E-mail: pbrennan@vok.org

With a copy to:

Ancel Glink, P.C.
140 S. Dearborn St., 6th Floor
Chicago, IL 60603
Attention: Kenilworth Attorney

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

Ciorba Group, Inc. (***“Consultant”***)
8725 W. Higgins Rd., Suite 600
Chicago, IL 60031
Telephone: 773-775-4009
Attn: Duane O’Laughlin, Chief Operating Officer
Email: dolaughlin@ciorba.com

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. Time. Time is of the essence in the performance of this Agreement.

H. Governing Laws. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Proposal and the Services.

J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. Exhibit. Exhibits A, B, and C are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

M. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ATTEST:

VILLAGE OF KENILWORTH

By: _____
Management Analyst

By: _____
Village Manager

ATTEST:

CONSULTANT

By: _____
Title: _____

By: _____
Its: _____

EXHIBIT A

SCOPE OF SERVICES

&

AGREEMENT AMOUNT

SCOPE OF WORK

CONSULTANT:	Ciorba Group, Inc.
PRINCIPAL	Duane O’Laughlin, PE
PROJECT MANAGER:	Ryan Jacox, PE, PTOE, RSP ₁
PROJECT ENGINEER:	Mark Johnson, PE, PTOE
ROUTE:	Green Bay Road
COUNTY:	Cook
LOCAL AGENCY CONTACT:	Patrick Brennan, Village of Kenilworth

PROJECT UNDERSTANDING

This project involves redevelopment of a concept plan for Green Bay Road from Kenilworth Avenue to Winnetka Avenue and is considered the Concept Refinement Phase. In addition to the Village of Kenilworth, engaging both the Village of Winnetka and IDOT will be critical to the success of any proposed concept for this section of Green Bay Road. Successful completion of the Concept Refinement Phase will ideally allow the Villages to move forward with a full Phase I preliminary engineering study involving the preferred concept and Streetscape Refinement Phase for the project corridor.

SCOPE OF SERVICES

1. Meetings, Coordination & Data Collection

a. Meetings

- i. Prepare for and attend one virtual kick-off meeting with Kenilworth and Winnetka staff. At this meeting the project scope and key outcomes of previous and current planning efforts will be discussed. Project needs and goals will be defined. Prepare meeting minutes and distribute for approval. (Ciorba and Teska)
- ii. Prepare for and attend individual virtual meetings with both Kenilworth and Winnetka staff to understand maintenance and operational needs along Green Bay Road specific to each community. (Ciorba and Teska)
- iii. Prepare for and attend one in-person presentation to the Kenilworth Village Board. Assume Village Board will prepare required meeting minutes. (Ciorba and Teska)
- iv. Prepare for and attend one in-person presentation to the Winnetka Village Council. Assume Village Council will prepare required meeting minutes. (Ciorba and Teska)
- v. Prepare for and attend 2 meetings with IDOT (assume one virtual, one in-person). Prepare meeting minutes and distribute for approval. (Ciorba)
- vi. Prepare for and attend monthly virtual meetings with Kenilworth to discuss project progress (8 meetings). Winnetka staff will be invited to all meetings. (Ciorba and Teska)

b. Coordination

- i. Coordination with Kenilworth, Winnetka, IDOT, UP/Metra, Illinois Commerce Commission (ICC).
- ii. Coordinate project with private utility companies to identify potential conflicts.
- iii. Internal project team coordination to gauge progress, identify issues, and verify interdisciplinary coordination.

c. Data Collection

- i. Obtain and review existing roadway and traffic signal plans and ROW plats/plans from Kenilworth, Winnetka, IDOT, and other sources.

SCOPE OF WORK

- ii. Perform a J.U.L.I.E. design locate and obtain utility atlases. Plot utilities into existing CADD files.
 - iii. Conduct a site visit to observe existing conditions, existing travel and parking patterns, and to perform a photo log.
 - iv. Obtain Aerials from USGS Site and other sources.
- 2. Topographic Survey
 - a. Ciorba has recent topographical survey along Green Bay Road for portions of the project corridor. The information is focused from the centerline and west along Green Bay Road, from Park Drive north to the Kenilworth/Winnetka limits. This survey will be supplemented later in Phase I. Scaled aerial exhibits will be developed for the Concept Refinement Phase and verified using the existing survey data.
 - b. Develop existing condition plan sheets.
- 3. Preliminary Streetscape Design (**Performed by Teska Associates, Inc.**)
 - a. Plan review. Obtain and summarize relevant past and current planning efforts, including: *The Village of Kenilworth Green Bay Road Conceptual Transportation and Streetscape Plan (2013)*; *The Village of Winnetka Downtown Plan (2016)*; *The Village of Winnetka Streetscape and Signage Plan (2018)*; and *Winnetka Futures 2040 (The “Draft Comprehensive Plan”)*.
 - b. Base map, site visit and documentation. Based on survey information and aerial photography provided by others, a base map will be created and used as a basis for the design work. A site visit will be conducted to document existing conditions (pedestrian circulation, key nodes, critical viewsheds, mature vegetation, etc.) which will be added to the base map as required.
 - c. Streetscape webpage. As the project progresses, narratives and graphics will be provided for use by Kenilworth/Winnetka to develop informational webpages on their respective websites. The webpages may serve as information hubs and may include input tools.
 - d. A preliminary design concept package will be prepared. This package will be conveyed graphically through narrative text, plans, enlargements, sections, comparable photos, products, materials, and plantings. Information will be shared and discussed with Kenilworth/Winnetka staff in draft form for review and comment prior to presenting publicly. The preliminary design concept package will be presented to Public Workshop #1.
- 4. Engineering Studies
 - a. Traffic Studies
 - i. Existing and proposed typical sections will be developed for the project corridor including up to two alternatives for proposed cross sections. Deliverable: Typical Section Plan Sheets.
 - ii. Perform a crash analysis, identifying any crash patterns and mitigation strategies. Crash data from the past 5 years for the project corridor assumed to be provided by the Village. Location, type, severity, and number of crashes will be tabulated. (Crash diagrams and a technical memorandum will be prepared in Phase I.)
 - b. Geometric Studies
 - i. Develop project specific design criteria and document all potential design exceptions that would be required. Perform concept level geometric

SCOPE OF WORK

- checks following IDOT reconstruction or rehabilitation criteria. The geometric checks will evaluate the existing alignments, superelevation rates and transition lengths.
- ii. Develop horizontal geometric layout and plan sheets for up to two proposed alternatives. All geometric design work will be performed using Microstation Geopak SS10 software, scaled aerials, and existing topographic survey information.
 - iii. Prepare a concept level construction cost estimate for up to two alternatives.
- c. Roadway Lighting Feasibility
 - i. Perform high-level photometric analysis and lighting layout to ensure the selected roadway lighting from the streetscape concept meets IES standards for the selected roadway cross section.
 - d. Technical Memorandum
 - i. A technical memorandum will be prepared that discusses purpose and need of the project, existing conditions, traffic and crash studies, geometric studies and alternatives analysis, streetscape elements, and final recommendations.
5. Public Involvement
- a. Prepare for and attend one in-person public workshop for each of the Villages of Kenilworth and Winnetka, for a total of two public workshops. Workshop events will be advertised in Village newsletter/emails, on Village websites, and via Village social media. During the public workshops, the project team will introduce the project, review past research and site analysis information, confirm stakeholder behaviors and attitudes, and brainstorm desired streetscape outcomes. Preliminary recommendations will be presented with alternatives as appropriate. Each event will incorporate engagement activities designed to obtain community input and inform the design work. Workshop events would be coordinated with Kenilworth and Winnetka to determine locations and meeting formats that are appropriate for each community. The workshops may be conducted informally via a pop-up booth at a community event or at a designated venue. Following each event, input will be gathered, documented, and summarized for reporting back to the community and included in the technical memorandum provided as a capstone for the Concept Refinement Phase. (Ciorba and Teska)
6. QC/QA
- a. Perform Quality Control/Quality Assurance during the project per Ciorba Group's Quality Assurance/Quality Control Plan. QC/QA reviews will be conducted by Ciorba for all sub-consultant submittals prior to being submitted to the Village, IDOT, or other agencies/project stakeholders.
7. Project Management and Administration
- a. Provide project oversight.
 - b. Prepare invoices and progress reports.
 - c. Project control of scope, schedule, and budget.
8. Additional Project Assumptions
- a. All deliverables to the Village and other organizations will be provided electronically unless otherwise noted.

Activity			Grand Total	Principal	Project Manager	Sr. Project Engineer	Project Engineer	Senior Engineer	Engineer II
TOTAL			391	20	6	77	13	115	160
1.	Meetings, Coordination & Data Collection	Task Total:	100	10		38	4	38	10
	0100 Meetings	Meetings	60	10		20		30	
	Kick-off Meeting with Villages (1 mtg x 1 hrs/mtg x 3 of staff)		3	1		1		1	
	Village Board Meetings (2 mtg x 3 hrs/mtg x 3 of staff)		18	6		6		6	
	Individual meetings with Villages (1 mtg x 1 hrs/mtg x 2 of staff)		4			2		2	
	Meetings with IDOT (Virtual) (1 mtg x 1 hrs/mtg x 3 of staff)		3	1		1		1	
	Meetings with IDOT (In-Person) (1 mtg x 2 hrs/mtg x 3 of staff)		6	2		2		2	
	Monthly Status Meetings with Village (8 mtg x 0.5 hrs/mtg x 2 of staff)		8			4		4	
	Meeting Minutes (4 mtg x 2 hr/mtg minutes)		8			2		6	
	Prepare Agenda/Exhibits for Meetings (5 mtg x 2 hr/mtg)		10			2		8	
	0120 Coordination	Subtotal:	22			14	2	2	4
	Coordination with Village		8			8			
	Coordination with Other Agencies (Winnetka, IDOT, UP/Metra, ICC)		4			4			
	Coordination with Project Team		6			2		2	2
	Coordination with Utilities		4				2		2
	0130 Data Collection	Subtotal:	18			4	2	6	6
	Obtain and Review Roadway Plans		4				2		2
	Obtain Utility Atlases (J.U.L.I.E. Locate)		6					2	4
	Site Visit/Observations/Photo Log		8			4		4	
2.	Survey	Task Total:	12					2	10
	0220 Process Survey	Subtotal:	12					2	10
	Add Utilities to Existing Conditions		4						4
	Base Sheet Development (2 hrs/sheet) (scale = 50)		8					2	6
3.	Preliminary Streetscape Design	Task Total:	2			2			
	0310 Coordination	Subtotal:	2			2			
	Geometric/Streetscape Design Considerations Coordination		2			2			
4.	Engineering Studies/Plans	Task Total:	176	2	1	10	9	52	102
	0510 Traffic Studies	Subtotal:	24			2	2	6	14
	Develop Existing and Proposed Typical Sections		12			1	1	2	8
	Crash Analysis		12			1	1	4	6
	0530 Geometric Studies	Subtotal:	108			4	4	22	78
	Develop Project Design Criteria and Perform Geometric Checks		4					2	2
	Horizontal Geometric Layout - 2 Alternatives (40 hrs/alternative)		80			2	2	12	64
	Construction Cost Estimates - 2 Alternatives		24			2	2	8	12
	0550 Roadway Lighting Feasibility	Subtotal:	4	1			3		
	High-Level Photometric Analysis		4	1			3		
	0560 Technical Memorandum	Subtotal:	40	1	1	4		24	10
	Prepare Technical Memorandum		40	1	1	4		24	10
5.	Public Involvement	Task Total:	85	8	3	13		23	38
	0610 Public Workshops	Subtotal:	85	8	3	13		23	38
	Advertise in Newspaper		2			2			
	Prepare Meeting Exhibit Boards		36		3	3		12	18
	Attend Public Meeting (2 Meetings: Initial Workshop, Open House Public Meeting)		32	8		8		8	8
	Collect/Manage Public Comments		15					3	12
6.	QC / QA	Task Total:	8		2	6			
	0900 QC / QA	Subtotal:	8		2	6			
	QC / QA		8		2	6			
7.	Project Management & Administration	Task Total:	8			8			
	1000 Project Management & Administration	Subtotal:	8			8			
	Project Management/Administration		8			8			



Payroll Escalation Table
Fixed Raises
DLM 2.90

FIRM NAME Ciorba Group, Inc.
PRIME/SUPPLEMENT PRIME

DATE 05/30/23
PTB NO. _____

CONTRACT TERM 9 MONTHS
START DATE 6/19/2023
RAISE DATE 1/1/2024

OVERHEAD RATE _____
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

6/19/2023 - 1/1/2024 7 9	1/2/2024 - 3/1/2024 2 9			
= 77.78%	= 22.89%			
= 1.0067				
The total escalation for this project would be:		0.67%		



**Illinois Department
of Transportation**

Payroll Rates

FIRM NAME Ciorba Group, Inc. DATE 05/30/23
PRIME/SUPPLEMENT PRIME
PTB NO. _____

ESCALATION FACTOR 0.67%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$86.00	\$86.00
Project Manager	\$83.38	\$83.94
Lead Structural Engineer	\$86.00	\$86.00
Sr. Project Engineer	\$72.72	\$73.20
Project Engineer	\$56.94	\$57.32
Senior Resident Engineer	\$64.00	\$64.43
Senior Engineer	\$47.25	\$47.57
Structures Engineer II	\$42.00	\$42.28
Engineer II	\$38.43	\$38.69
Structures Engineer I	\$37.00	\$37.25
Engineer I	\$35.92	\$36.16
Senior Technician	\$49.50	\$49.83
Technician II	\$39.50	\$39.76
Administrative Services	\$48.83	\$49.16



(Direct Labor Multiple)

Date	05/30/23
Overhead Rate	0.00%
Complexity Factor	0

Page 3 of 8
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Route	Green Bay Road
Section	
County	Cook
Job No.	
PTB/Item	

Date 05/30/23

Sheet 1 OF 2

Payroll Classification	Avg Hourly Rates	Total Project Rates			Meetings, Coordination & Data			Survey			Preliminary Streetscape Design			Engineering Studies/Plans			Public Involvement		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$86.00	20	5.12%	4.40	10	10.00%	8.60							2	1.14%	0.98	8	9.41%	8.09
Project Manager	\$83.94	6	1.53%	1.29										1	0.57%	0.48	3	3.53%	2.96
Lead Structural Engineer	\$86.00	0																	
Sr. Project Engineer	\$73.20	77	19.69%	14.42	38	38.00%	27.82				2	100.00%	73.20	10	5.68%	4.16	13	15.29%	11.20
Project Engineer	\$57.32	13	3.32%	1.91	4	4.00%	2.29							9	5.11%	2.93			
Senior Resident Engineer	\$64.43	0																	
Senior Engineer	\$47.57	115	29.41%	13.99	38	38.00%	18.07	2	16.67%	7.93				52	29.55%	14.05	23	27.06%	12.87
Structures Engineer II	\$42.28	0																	
Engineer II	\$38.69	160	40.92%	15.83	10	10.00%	3.87	10	83.33%	32.24				102	57.95%	22.42	38	44.71%	17.30
Structures Engineer I	\$37.25	0																	
Engineer I	\$36.16	0																	
Senior Technician	\$49.83	0																	
Technician II	\$39.76	0																	
Administrative Services	\$49.16	0																	
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TOTALS		391	100%	\$51.83	100	100%	\$60.65	12	100%	\$40.17	2	100%	\$73.20	176	100%	\$45.02	85	100%	\$52.42

Sheet 2 OF 2



Payroll Escalation Table
Fixed Raises
DLM 2.90

FIRM NAME Teska Associates, Inc.
PRIME/SUPPLEMENT PRIME

DATE 04/21/23
PTB NO. _____

CONTRACT TERM 9 MONTHS
START DATE 6/19/2023
RAISE DATE 1/1/2024

OVERHEAD RATE _____
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

6/19/2023 - 1/1/2024 7 9	1/2/2024 - 3/1/2024 2 9			
= 77.78%	= 22.89%			
= 1.0067				
The total escalation for this project would be:		0.67%		



**Illinois Department
of Transportation**

Payroll Rates

FIRM NAME Teska Associates, Inc. DATE 04/21/23
PRIME/SUPPLEMENT PRIME
PTB NO. _____

ESCALATION FACTOR 0.67%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal/Project Manager	\$61.00	\$61.41
Assoc Landscape Architect	\$43.29	\$43.58
Designer	\$39.36	\$39.62
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



(Direct Labor Multiple)

Date	04/21/23
Overhead Rate	0.00%
Complexity Factor	0

BDE 3606 Template (Rev. 10/31/16)



Average Hourly Project Rates

Route	Green Bay Road
Section	
County	Cook
Job No.	
PTB/Item	

Consultant Teska Associates, Inc.

Date 04/21/23

Sheet 1 **OF** 2

Payroll Classification	Avg Hourly Rates	Total Project Rates			Plan Review			Base Map, Site Visit and Docur			Staff Kickoff/Staff Interviews			Streetscape Webpage			Prelim Concept: Streetscape La		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal/Project Manager	\$61.41	84	22.95%	14.09	8	50.00%	30.70	4	16.67%	10.23	8	50.00%	30.70	8	50.00%	30.70	8	7.41%	4.55
Assoc Landscape Architect	\$43.58	128	34.97%	15.24	8	50.00%	21.79	4	16.67%	7.26	8	50.00%	21.79				40	37.04%	16.14
Designer	\$39.62	154	42.08%	16.67				16	66.67%	26.41				8	50.00%	19.81	60	55.56%	22.01
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TOTALS		366	100%	\$46.01	16	100%	\$52.49	24	100%	\$43.91	16	100%	\$52.49	16	100%	\$50.51	108	100%	\$42.70



Sheet 2 OF 2

BDE 3606 Template (Rev. 10/31/16)



Agenda Item Executive Summary

TITLE: 808 Oak Street - Zoning Ordinance Text Amendment to Allow New Multi-Family Buildings in the C-2 General Retail Commercial District (Policy Direction)

PRESENTER: David Schoon

AGENDA DATE: August 1, 2023

CONSENT: No

ITEM TYPE: New Business

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

On Tuesday, August 1, 2023, the Village Council is scheduled to consider a request submitted by 808 Oak, LLC (the "Applicant"), that the Village amend the Zoning Ordinance to allow, in the C-2 General Retail Commercial District, residential uses on the ground floor that are less than 50 feet from the front street line.

The Applicant is the prospective purchaser of the property located at 808 Oak Street (the "Subject Property"), which is owned by Bartnell Ltd. (the "Property Owner") and who has authorized the Applicant to submit a Zoning Ordinance text amendment related to the zoning of the Subject Property. If the requested text amendment is approved, the Applicant intends to construct a four-story building with ground floor parking and three condominium units above on the Subject Property.

Please refer to the attached staff report regarding the Applicant's request.

RECOMMENDATION:

Staff requests direction from the Village Council regarding if the Council prefers to first hold a public hearing and consider adopting the requested text amendment, and then have the Applicant apply for the special use and variation requests?

Or would the Council prefer to forward the text amendment, special use, and variation requests all at one time to the Plan Commission and Zoning Board of Appeals for their review and recommendation? (In addition, the Design Review Board will also need to review the proposed building design and provide a recommendation.)

ATTACHMENTS:

1. C-2 General Retail Commercial District - Residential Uses Text Amendment - 808 Oak Street
(Case No. 23-13-TX)
2. Application Materials



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, DIRECTOR OF COMMUNITY DEVELOPMENT
DATE: JULY 28, 2023
SUBJECT: C-2 GENERAL RETAIL COMMERCIAL DISTRICT - RESIDENTIAL USES
TEXT AMENDMENT - 808 OAK STREET (CASE NO. 23-13-TX)

INTRODUCTION

On Tuesday, August 1, 2023, the Village Council is scheduled to consider a request submitted by 808 Oak, LLC (the "Applicant"), that the Village amend the Zoning Ordinance to allow, in the C-2 General Retail Commercial Zoning District, residential uses on the ground floor that are less than 50 feet from the front street line. The Applicant is the prospective purchaser of the property located at 808 Oak Street (the "Subject Property"), which is owned by Bartnell Ltd. (the "Property Owner") and who has authorized the Applicant to submit a Zoning Ordinance text amendment related to the zoning of the Subject Property. If the requested text amendment is approved, the Applicant intends to construct a four-story building with ground floor parking and three condominium units above on the Subject Property.

As established in Section 17.72.040 of the Zoning Ordinance, an amendment to the text of the Zoning Ordinance may be proposed by a property owner, a board or commission, the Village Manager, or the Village Council. Upon receipt of such requests the Village Council designates one of its advisory bodies to conduct a public hearing and to provide its recommendation to the Council. The Council may designate itself as the body to conduct the public hearing. The current point in the text amendment process is further elaborated on later in the report.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.14 acres in size, is located on the south side of Oak Street, between Chestnut Street and Green Bay Road/Linden Street and is currently vacant (see Figures 1 and 3). It is worth noting that the Subject Property is 33.5 feet in width and has ingress/egress easements which provide vehicular access to Chestnut Street (see Figure 2). Because the lot area is less than 10,000 square feet, redevelopment of the Subject Property does not require approval of a planned development, nor may the Applicant request planned development approval.



Figure 1 – Subject Property



Figure 2 – Private Alley Accessing 800, 808 and 812 Oak Street

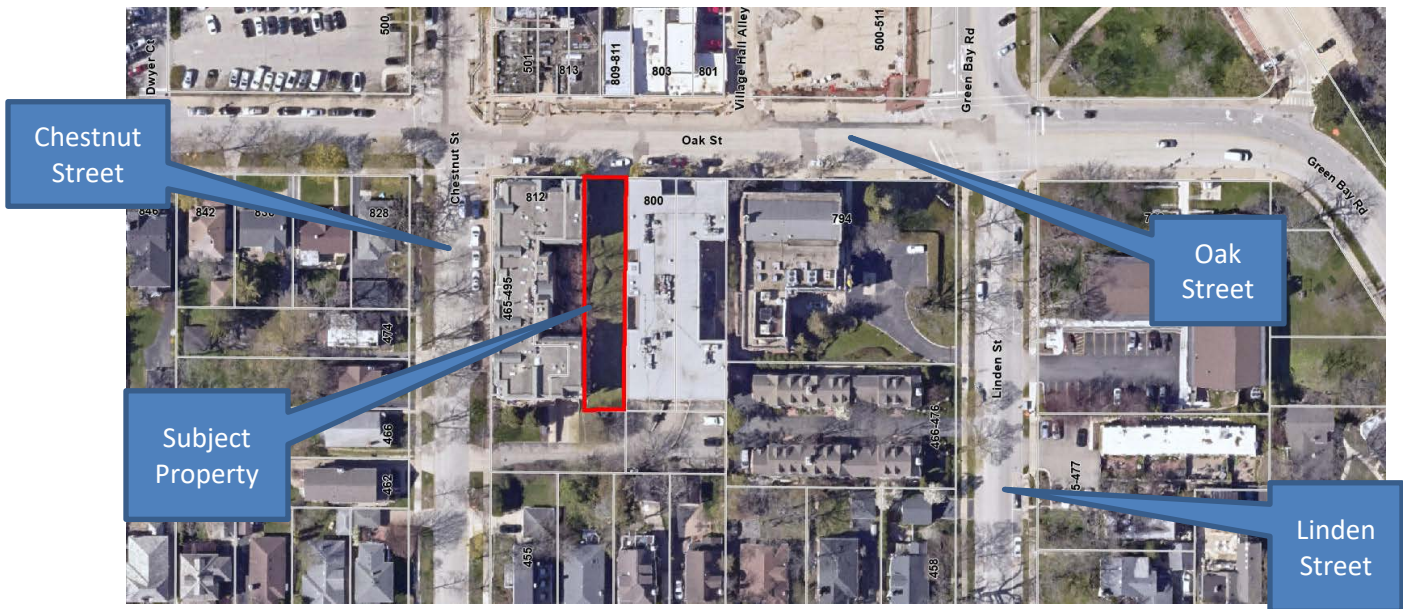


Figure 3 – Aerial Map

The property is zoned C-2 General Retail Commercial, and it is bordered by C-2 General Retail Commercial (the “C-2 District”) to the north, east, and west, and B-1 Multifamily Residential to the south. As shown in Figure 4, it is not located within the Commercial Overlay District.

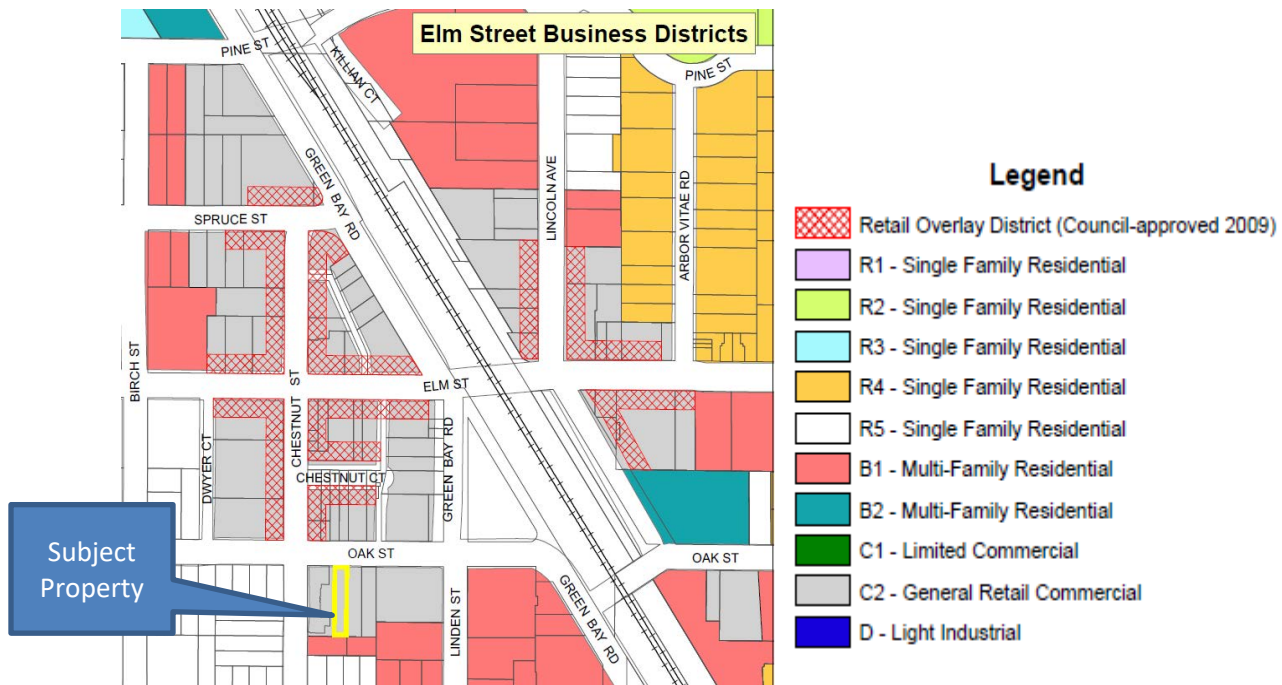


Figure 4 – Zoning Map

The Comprehensive Plan designates the Subject Property as appropriate for commercial and mixed-use land uses as shown in Figure 5.



Figure 5 – Comprehensive Plan Land Use Map

In addition to the Comprehensive Plan Future Land Use Map, the Winnetka Futures 2040 Plan contains vision statements and goals that are relevant to the proposed application, including the following.

Quality Livable Neighborhoods Vision Statement: A community of connected neighborhoods with safe, pedestrian-oriented streets, tree-lined parkways, and a variety of well-maintained housing offerings to meet the needs of all its residents and create a unique and powerful sense of place.

Goal 1.2: The Village will continue to explore housing diversity and address the housing gap to provide a supply that supports changing demographic needs and ensures a variety of product types, options, and costs available to seniors, empty nesters, families, and young residents.

Goal 1.6: The Village will encourage multi-family unit development in and near the downtown commercial districts.

Vibrant Business Districts Vision Statement: A community with a strong commitment to supporting and enhancing its unique, walkable, mixed-use business districts, which serve both as the community's commercial and social centers.

Goal 2.3: The Village will continue to encourage the highest-quality design, materials, and maintenance for building exteriors, landscaping, and signage in the commercial districts and along the Green Bay Road corridor.

Goal 2.4: The Village will provide a business environment focused on retaining successful existing businesses, attracting businesses to the community that meet a market need, and assisting start-up business through local permitting and licensing processes.

Mobility and Connectivity Vision Statement: A progressive community with forethought in developing safe and efficient local and regional mobility connections for all through public transportation, regional trails and pedestrian and bike friendly neighborhood street networks.

Goal 8.4: The Village will continue to support quality transit service and encourage increased ridership.

Goal 8.5: The Village will manage its parking assets to support the success of its business districts while balancing parking location and supply with the needs of the distinctive walkable and transit-oriented character that is uniquely Winnetka.

RECENT SUBDIVISION APPROVAL

On July 20, 2021, the Village Council adopted Resolution R-65-2021, a resolution granting a plat of subdivision (Bartnell's Subdivision – 800-808-812 Oak Street). The plat of subdivision cleaned up ownership lines between three property owners that owned portions of the two existing lots of record. See Figures 6 & 7 compare the previous lots of record with the three new lots of record.

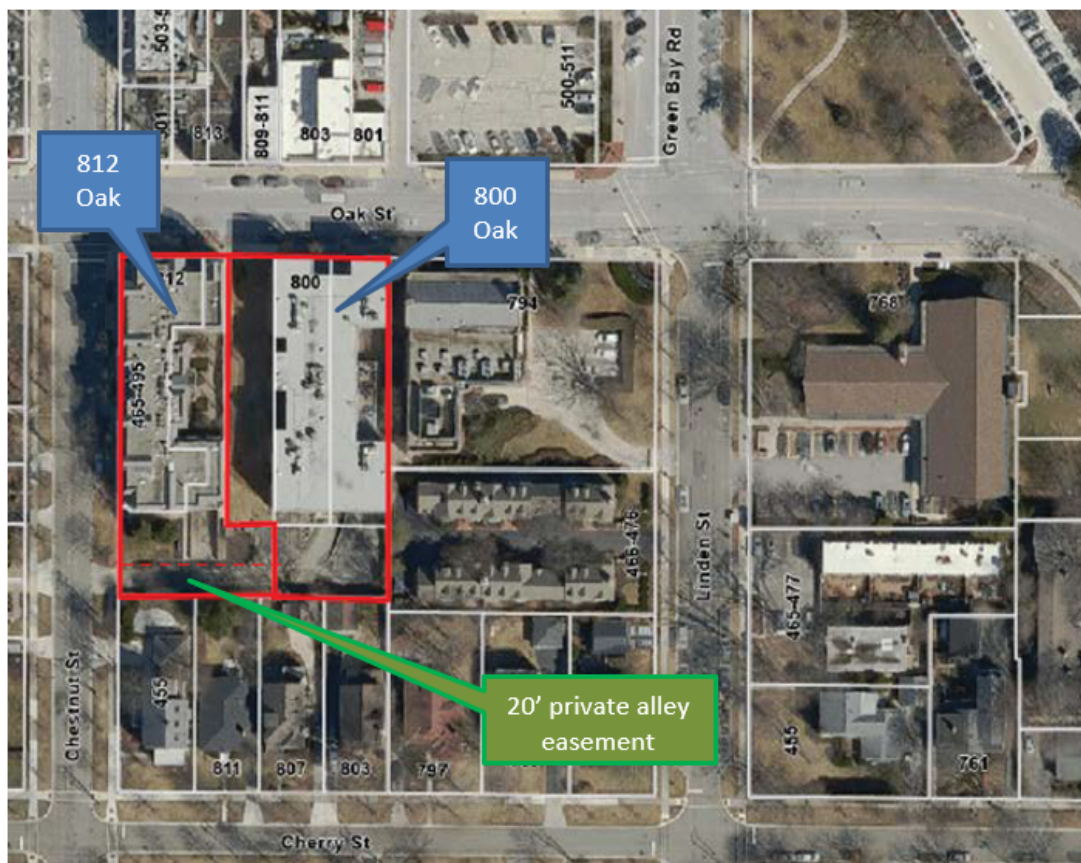


Figure 6 – Lot Configuration Prior to Subdivision

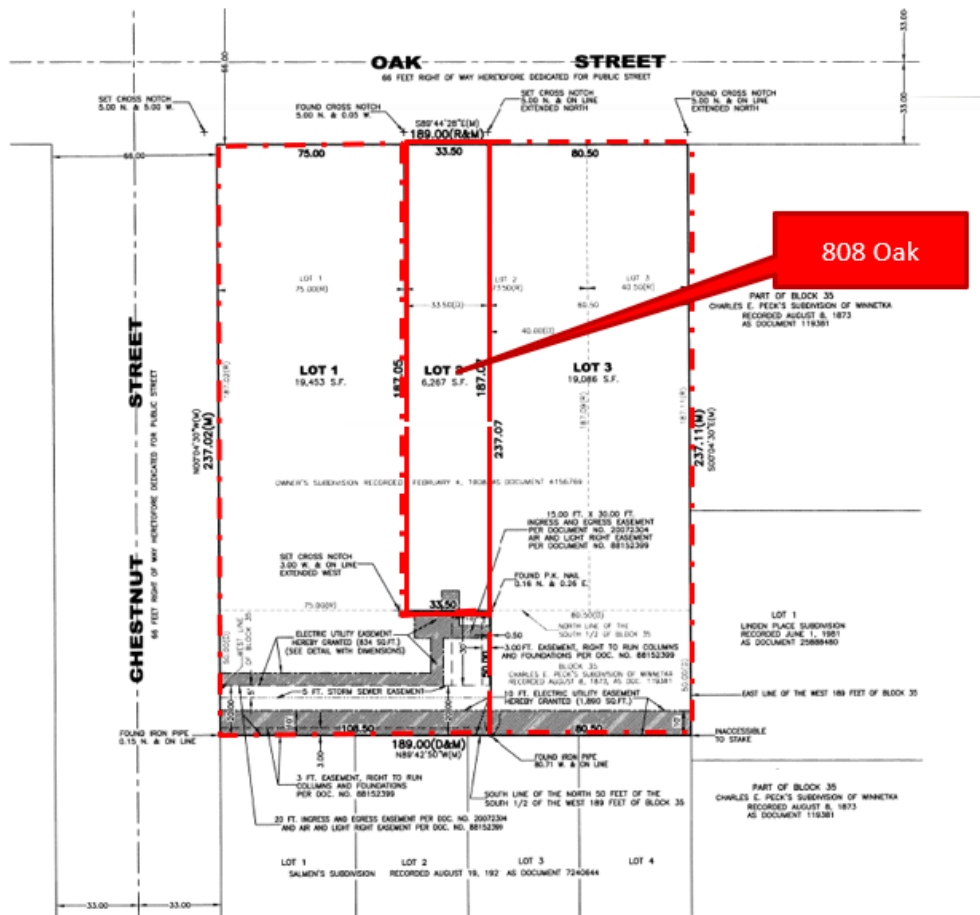


Figure 7 – Lot Configuration After Subdivision

SUMMARY OF PROPOSED ORDINANCE AMENDMENT

Currently, the Village's Zoning Ordinance does not allow in the C-2 District a dwelling unit at the ground floor that is less than 50 feet from the front street line (See Table 1 below – "NO" means not allowed). However, in the C-1 Neighborhood Commercial Zoning District, a dwelling unit at the ground floor that is less than 50 feet from the front street line is allowed as a special use, which requires Village Council approval. As outlined in Section 17.46.010 Table of Uses in the Zoning Ordinance (see Table 1 below), dwelling units are a permitted use in all the Village's commercial districts when located above the ground floor in a commercial building, including the Commercial Overlay District. A dwelling located at the ground floor that is 50 feet or more from the front street line is also allowed as a special use in the commercial zoning districts.

Section 17.46.010 Table of uses.

<i>Table of Uses</i>	<i>C-1 Neighborhood Commercial</i>	<i>C-2 General Retail</i>	<i>C-2 Commercial Overlay</i>
P = Permitted uses SU = Special uses NO = Not permitted			
A. RESIDENTIAL USES			
Dwelling unit above the ground floor in a commercial building	P	P	P
Dwelling unit at the ground floor, less than 50 feet from front street line	SU	NO	NO
Dwelling unit at the ground floor, 50 feet or more from front street line	SU	SU	SU

Table 1 – Table of Uses for Commercial Zoning Districts (Section 17.46.010)

The Applicant's proposed development does not include any commercial space at the ground level. At the ground level located within 50 feet from the front street line is a lobby and driveway/parking for the residential units above. In essence, the building is solely a multi-family residential building, which the C-2 District currently does not allow.

The Applicant is requesting that residential uses be allowed as a special use in the C-2 District when such uses are located on the ground floor and less than 50 feet from the front street line. Table 2 below represents the Applicant's proposed amendment to the Table of Uses in Section 17.46.010 of the Zoning Ordinance.

<i>Table of Uses</i>	<i>C-1 Neighborhood Commercial</i>	<i>C-2 General Retail</i>	<i>C-2 Commercial Overlay</i>
P = Permitted uses SU = Special uses NO = Not permitted			
A. RESIDENTIAL USES			
Dwelling unit above the ground floor in a commercial building	P	P	P
Dwelling unit at the ground floor, less than 50 feet from front street line (See Section 17.44.030.B.5 for additional standards for the C-2 District)	SU	NO <u>SU</u>	NO
Dwelling unit at the ground floor, 50 feet or more from front street line	SU	SU	SU

Table 2 – Proposed Amendment to Section 17.46.010 Table of Uses

Section 17.44.030, Development Standards, of the Zoning Ordinance provides additional development standards for certain special uses. These standards focus on automobile service stations, parking lots,

public parking garages, and fast-food restaurants. The Applicant is suggesting that the following standard be added:

“5. Dwelling Units at the Ground Floor in the C-2 General Retail Commercial District. Dwelling units and their accessory parking facilities shall comply with the following standards:

- a. The proposed lot shall be along the south side of Oak Street between Chestnut Street and Green Bay Road/Linden Street.
- b. The width of the lot makes it physically impractical to provide both a commercial space within 50 feet from the street lot line and to provide any portion of the number of required parking spaces.”

The Applicant has identified a specific area within the C-2 District where it finds that a purely multi-family building may be appropriate. The area is on the southern edge of the Elm Street Business District. On this block face, mixed use buildings with commercial space on the ground floor are located on both sides of the Subject Property, and the AT&T building is located on the far east end of the block face. On the following maps, the gray areas without the red cross hatch are areas in the community that are zoned the C-2 General Retail Commercial District but are not zoned the Commercial Overlay District. When considering the Applicant’s request, the Council may also wish to consider C-2 District areas that others may make a similar text amendment request. That is a C-2 zoned property that is not also zoned the Commercial Overlay District, and which is located on the periphery of a business district and has a narrow lot width.



Figure 8 – C-2 General Retail Commercial District

PROPOSED PLAN

As mentioned earlier in this report, if the Applicant's proposed text amendment is approved, it intends to acquire the Subject Property and construct a four-story residential condominium building with three single-floor units. Each unit would contain three bedrooms. The ground floor would consist of six (6) parking spaces, a lobby, elevator, two staircases, and a trash enclosure. The second, third, and fourth floors would each have one residential unit. Excerpts of the proposed floor plans and building elevations are provided below and on the following page as Figures 9 through 13. The Applicant has also provided a rendering of the proposed building (see Figure 14). The complete set of preliminary plans are provided in the application materials (Attachment 1).

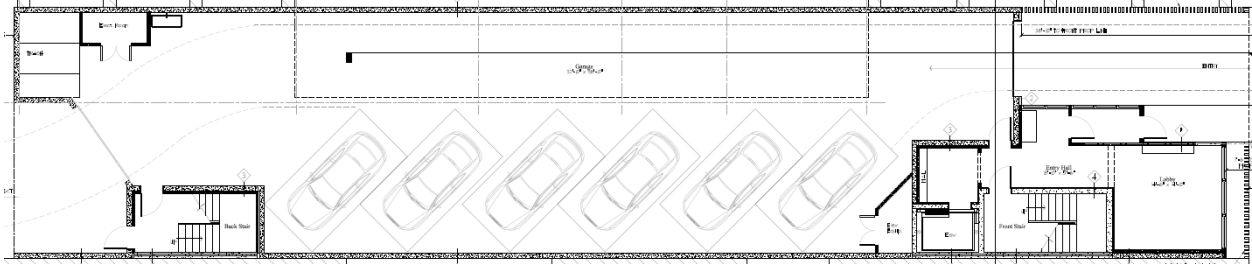


Figure 9 – Ground Level Floor Plan

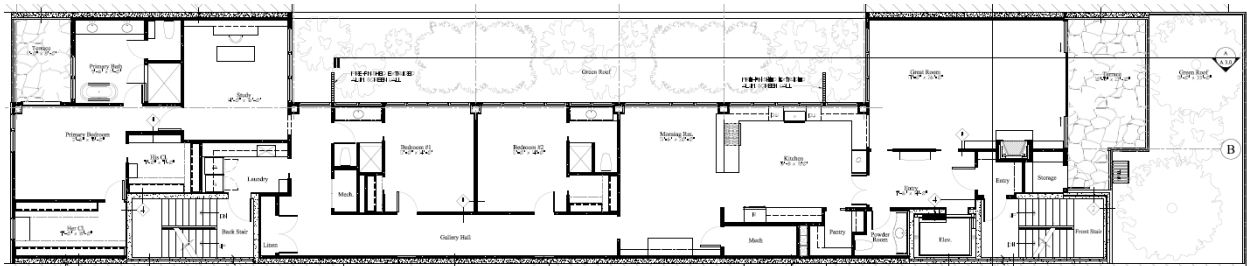


Figure 10 – Second and Third Floor Plan

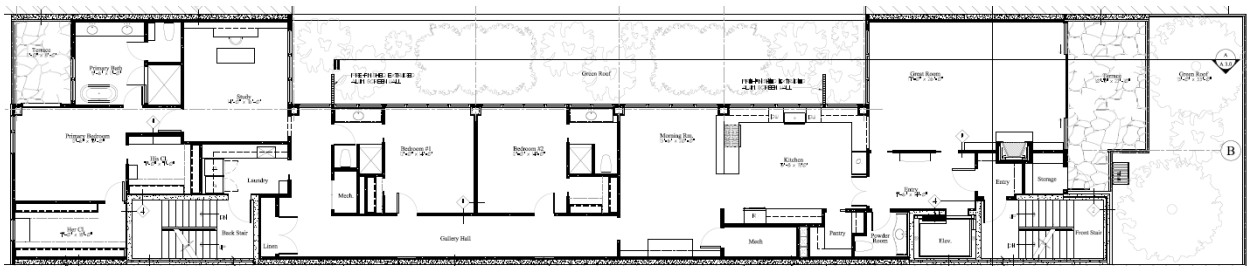


Figure 11 – Fourth Floor Plan



Figure 12 – North Elevation (Oak Street)



Figure 13 – South Elevation (Rear)



Figure 14 – Rendering of Proposed Residential Condominium Building

Development of the Subject Property will require the provision of stormwater detention at a volume to accommodate a 100-year storm event assuming 100% impermeable lot coverage, which is allowed under the zoning.

REQUIRED ZONING RELIEF

Though not part of the Applicant's request for a text amendment, staff thought it would be appropriate to mention other potential relief required by the project. Based upon staff's initial review of the preliminary plans submitted to date, the following zoning relief has been identified; additional relief may be necessary as the plans evolve:

Front Yard Setback. The maximum front yard setback shall be no more than three feet; the Applicant proposes the building to be setback more than three feet from the property line along Oak Street.

Rear Yard Landscaping. A landscaped area at least five feet deep is required along the rear property line. Given vehicles will exit the ground floor parking from the rear of the building, the plan does not include a landscaped area.

Special Use Permit – Location of Off-Street Parking. In order to encourage below-grade parking, the Zoning Ordinance requires off-street parking located at street-level to receive approval of a special use permit. The Applicant is proposing parking on the ground floor level within the interior of the building. The proposed plan includes a one-way drive aisle with vehicles entering from Oak Street and exiting out the rear of the building onto Chestnut Street.

The Zoning Ordinance requires a minimum of two parking spaces per three-bedroom unit. Therefore, the proposed development requires a minimum of six (6) parking spaces. The proposed development would include six (6) parking spaces on the ground floor level, in compliance with the off-street parking requirement.

The special use permit for the off-street parking requires review and a recommendation from both the Zoning Board of Appeal and the Plan Commission, and any zoning variations require review and a recommendation from the Zoning Board of Appeals.

TEXT AMENDMENT PROCESS

As previously mentioned, upon receipt of a request to amend the text of the Zoning Ordinance the Village Council designates a body to conduct a public hearing and to provide its recommendation to the Council. The Council may designate itself to conduct the public hearing or may designate another board or commission to hold a public hearing on the request, which is to be held within 60 days of receipt. Notice of the public hearing requires publication in the newspaper at least 15 days before the hearing. If the Council would hold the public hearing on the request, the Council would hold the public hearing on the application and consider adoption of the text amendment. If the Council would adopt the text amendment, then the Applicant would then need to go before the Plan Commission and the Zoning Board of Appeals for the special use requests and the Zoning Board of Appeals for the variation requests all regarding the specifics of the proposed development. The Design Review Board would also need to review the proposed building design and provide a recommendation to the Village Council. After receiving recommendations from the advisory bodies, the Council would then consider approval of the proposed development.

Rather than itself holding the public hearing on the text amendment request, the Council can designate one of its advisory bodies to hold the public hearing on the amendment. The advisory body would hold the public hearing on the text amendment at the same time it considers any other zoning relief being

requested. As with the other scenario, the Council would then consider the development project after receiving recommendations from all three advisory bodies.

RECOMMENDATION

Staff requests direction from the Village Council regarding if the Council prefers to first hold a public hearing and consider adopting the requested text amendment, and then have the Applicant apply for the special use and variation requests? Or would the Council prefer to forward the text amendment, special use, and variation requests all at one time to the Plan Commission and Zoning Board of Appeals for their review and recommendation? (In addition, the Design Review Board will also need to review the proposed building design and provide a recommendation.)

ATTACHMENTS

Attachment 1: Application Materials

TXT



VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING ORDINANCE TEXT AMENDMENT

Applicant Information

Legal Name: 808 Oak LLC

Primary Contact: PAUL KONSTANT

Address: [REDACTED] WINNETKA, IL 60093

Phone No: 0:847-967-6119 [REDACTED] Email: PK@KONSTANTARCHITECTURE.COM

Consultant (or Legal Counsel) Information

Name: TODD STEPHANS ESQ

Primary Contact: TODD

Address: 1330 NORTH AVE

City, State, ZIP: BANNICKBURN 60015

Phone No. 847-338-4279

Email: TODD@WINNETKALAWOFFICES.COM

Address of Subject Property for which the Text Amendment is necessary:

Parcel Identification Number (PIN) for Subject Property: 05-20-217-002-0000

Zoning District of Subject Property: C-2

Please provide the following information:

1. Attach a narrative that includes:
 - a. Proposed language for the Zoning Ordinance text amendment;
 - b. Explains the need for the Zoning Ordinance text amendment and why the amendment would be appropriate for the zoning district for which it would apply.
2. Proof of ownership (e.g. deed, title policy, certified copy of trust agreement, etc.) or legal interest in Subject Property (e.g. lease, letter of intent, etc.); and
3. Application Fee: \$800.00

Applicant Signature: [REDACTED]

Date: 21 JUNE '23

Printed Name: PAUL KONSTANT

Konstant □ Architecture □ Planning
5300 Golf Road, Skokie, IL 60077 847-967-6115

June 21, 2023

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

To Whom it May Concern:

It is my intent to purchase the vacant property at 808 Oak St.,
Winnetka, and develop a 3-unit condominium building on the site.
I have agreed to purchase the property following positive
approvals for the project from the Village of Winnetka.

Regards,



Paul Konstant

June 23, 2023

Proposed Text Amendment

<i>Table of Uses</i>	<i>C-1 Neighborhood Commercial</i>	<i>C-2 General Retail</i>	<i>C-2 Commercial Overlay</i>
P = Permitted uses SU = Special uses NO = Not permitted			
A. RESIDENTIAL USES			
Dwelling unit above the ground floor in a commercial building	P	P	P
Dwelling unit at the ground floor, less than 50 feet from front street line (See Section 17.44.030.B.5 for additional standards for the C-2 District)	SU	NO <u>SU</u>	NO
Dwelling unit at the ground floor, 50 feet or more from front street line	SU	SU	SU

Section 17.44.030 Development standards.

A. General Development Standards. The development standards for all uses in the C-2 General Retail Commercial District shall be as provided in Chapter 17.46 of this code.

B. Additional Development Standards for Certain Special Uses. In addition to complying with all other applicable standards, the following special uses shall also be subject to the specific criteria set forth herein.

5. Dwelling Units at the Ground Floor in the C-2 General Retail Commercial District. Dwelling units and their accessory parking facilities shall comply with the following standards:

- a. The proposed lot shall be along the south side of Oak Street between Chestnut Street and Green Bay Road/Linden Street.
- b. The width of the lot makes it physically impractical to provide both a commercial space within 50 feet from the street lot line and to provide any portion of the number of required parking spaces.

Reasoning for the Zoning Ordinance Text Amendment

The parcel at 808 Oak Street is in the C-2 General Retail Commercial District located between Chestnut Street and Green Bay Road/Linden Street. The property is 33 feet wide causing a hardship in order to develop a mixed-use building. The proposed project seeks to construct a new four-story residential condominium building with three units. The units are proposed to be 3-bedroom full-floor units along with their required parking of 6 total onsite spaces which would be provided at grade level.

The case for elimination of the retail component is as follows:

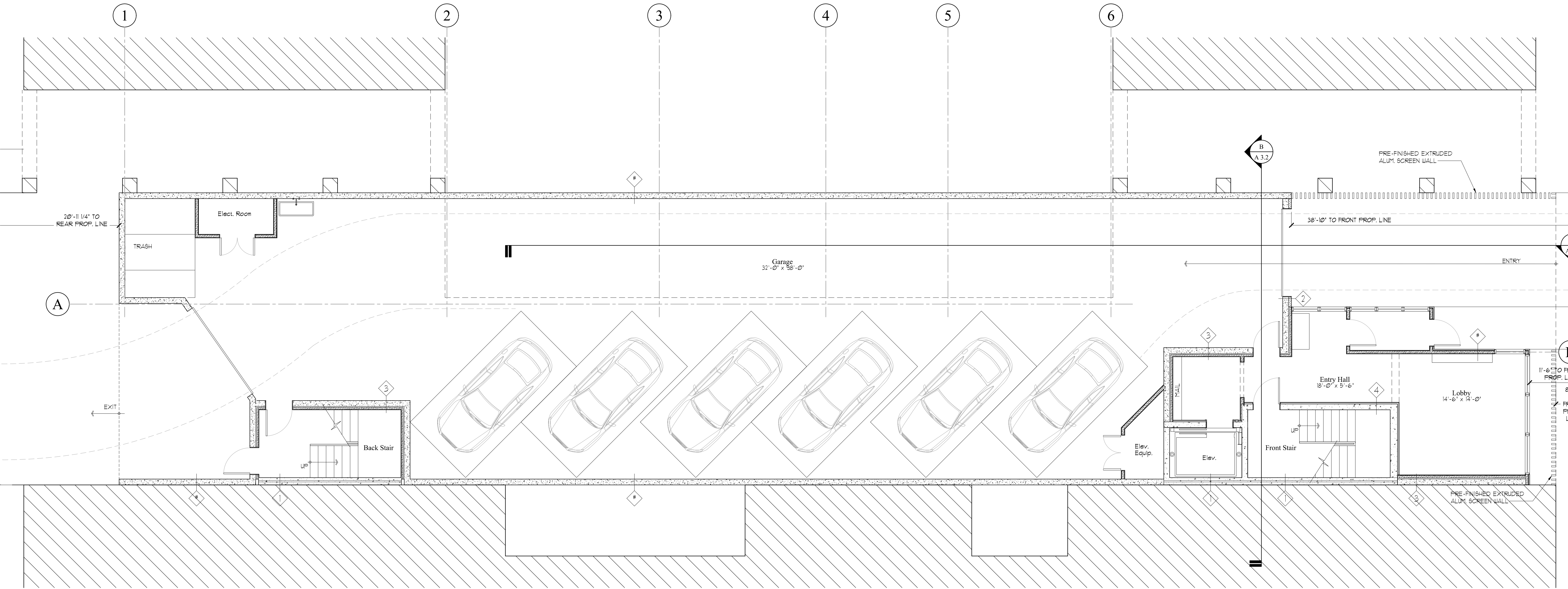
- 1) The parcel is on the periphery of the C-2 Zoning district so the elimination of retail at this particular location would not disrupt the continuity of the block.
- 2) The parcel is nestled between two adjacent buildings each of which have a basement. If parking were moved to the basement there is a concern about compromising the structure of the neighboring buildings to the east and west of the site.
- 3) The building parcel is 33 feet wide. Along the 33 foot width of facade, the proposed design calls for a residential entry (approximately 15 feet in width) and a driveway (approximately 15 feet in width) to access the required accessory parking for owners. The remaining street frontage does not allow for retail. In addition, it is physically impractical given the width of the lot to locate parking below grade or on the second level in order to accommodate commercial on the first floor because there is no way to turn around given the 33 foot width. There is only one practical way to provide parking for the development and that is by a one way aisle at the grade level, thus not allowing vehicular access into and out of the rear of the site.
- 4) There may be other parcels in the Village of Winnetka where such a hardship may occur and where upon review by the Zoning Administrator it could be determined that it would benefit the village to allow the parcel to eliminate the requirement of ground floor retail from the site.

WALL TYPES:

DESCRIPTION

- W-1 EXTERIOR STAIR WALL (2 HR. FIRE RATED)-
10" THICK PRECAST INSULATED COMPOSITE LOAD BEARING
WALL PANELS (131' R-13.5 PHENOLIC INSULATION)
- W-2 EXTERIOR NORTH STAIR WALL -
10" THICK PRECAST INSULATED COMPOSITE LOAD BEARING
WALL PANELS (R-13.5) WITH 4" THICK LARGE FORMAT (12'X24')
EXTERIOR STONE VENEER
- W-3 EXTERIOR UNIT WALL (2 HR. FIRE RATED)-
8" THICK PRECAST LOAD BEARING WALL PANELS
WITH INTERIOR BUILD-OUT: 5/8" THICK GYPSUM BOARD
ON 3 5/8" METAL STUD FRAMING, 16" O.C. WITH
R-20 CLOSED CELL SPRAY FOAM INSULATION IN STUD CAVITIES
- W-4 INTERIOR STAIR WALL -
8" THICK PRECAST LOAD BEARING WALL PANELS
WITH INTERIOR BUILD-OUT: 5/8" THICK GYPSUM BOARD
ON 1 5/8" METAL STUD FRAMING, 16" O.C.
- W-5 8" THICK PRECAST LOAD BEARING WALL PANELS WITH
4" THICK LARGE FORMAT (12'X24') STONE VENEER
- W-6 INTERIOR STAIR AND ELEVATOR SHAFT WALL

Date:
05.19.23
07.26.23



Ground Level Floor Plan
3/16" = 1'-0"

Konstant Architecture Planning

808 Oak Street

Winnetka, Illinois

5300 Golf Road

Skokie Illinois 60077

847-967-6115

Sheet:

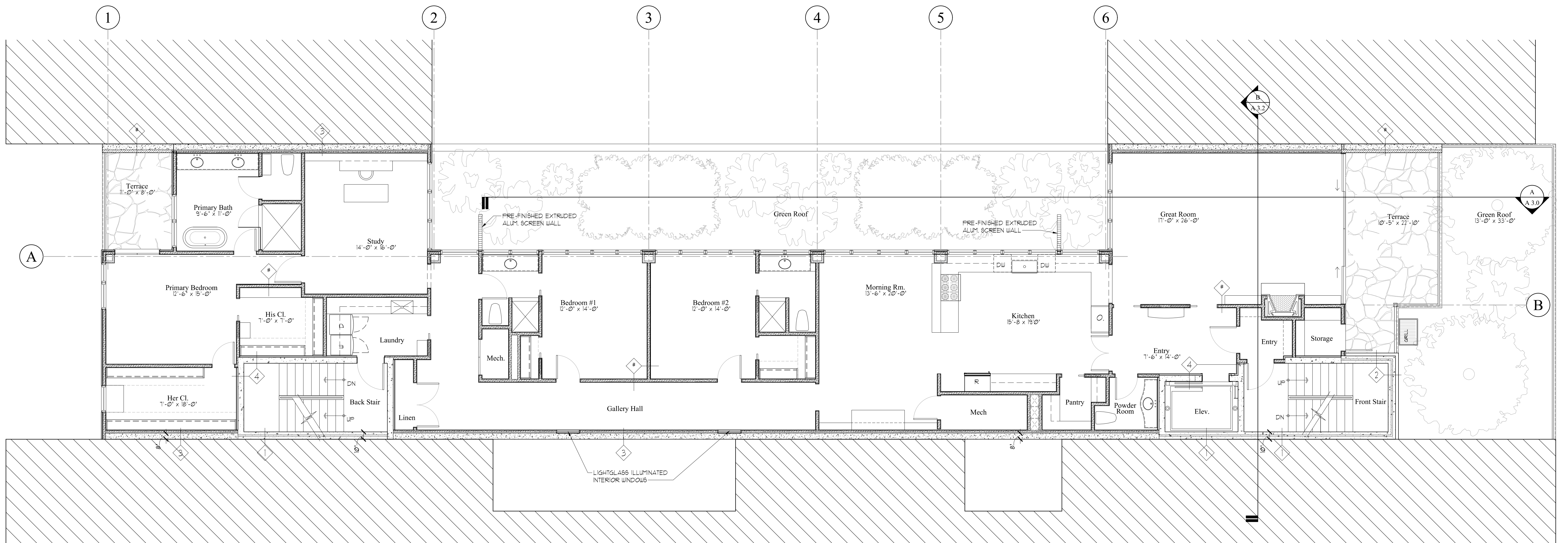
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Job No: 1805

WALL TYPES:

DESCRIPTION

- W-1 EXTERIOR STAIR WALL (2 HR FIRE RATED)-
8" THICK PRECAST INSULATED COMPOSITE LOAD BEARING
WALL PANELS (131' R-13.5 PHENOLIC INSULATION)
- W-2 EXTERIOR NORTH STAIR WALL-
8" THICK PRECAST INSULATED COMPOSITE LOAD BEARING
WALL PANELS (R-13.5) WITH 4" THICK LARGE FORMAT (12'X24")
EXTERIOR STONE VENEER
- W-3 EXTERIOR UNIT WALL (2 HR FIRE RATED)-
8" THICK PRECAST LOAD BEARING WALL PANELS
WITH INTERIOR BUILD-OUT: 5/8" THICK GYPSUM BOARD
ON 3 5/8" METAL STUD FRAMING, 16" O.C. WITH
R-20 CLOSED CELL SPRAY FOAM INSULATION IN STUD CAVITIES
- W-4 INTERIOR STAIR WALL-
8" THICK PRECAST LOAD BEARING WALL PANELS
WITH INTERIOR BUILD-OUT: 5/8" THICK GYPSUM BOARD
ON 1 5/8" METAL STUD FRAMING, 16" O.C.
- W-5 8" THICK PRECAST LOAD BEARING WALL PANELS WITH
4" THICK LARGE FORMAT (12'X24") STONE VENEER
- W-6 INTERIOR STAIR AND ELEVATOR SHAFT WALL



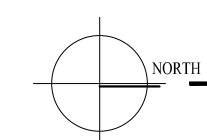
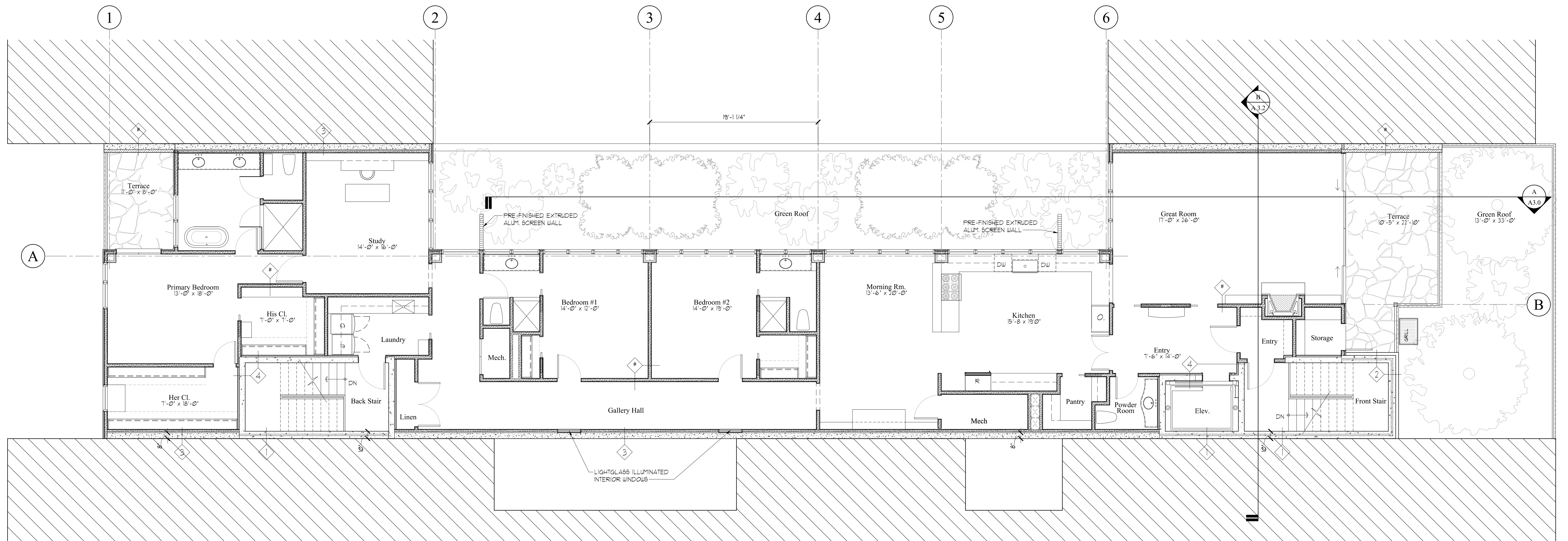
Second and Third Floor Plan
3/16\"/>

WALL TYPES:

DESCRIPTION

- W-1 EXTERIOR STAIR WALL (2 HR FIRE RATED)-
8" THICK PRECAST INSULATED COMPOSITE LOAD BEARING
WALL PANELS (131' R-13.5 PHENOLIC INSULATION)
- W-2 EXTERIOR NORTH STAIR WALL-
8" THICK PRECAST INSULATED COMPOSITE LOAD BEARING
WALL PANELS (R-13.5) WITH 4" THICK LARGE FORMAT (12'X24")
EXTERIOR STONE VENEER
- W-3 EXTERIOR UNIT WALL (2 HR FIRE RATED)-
8" THICK PRECAST LOAD BEARING WALL PANELS
WITH INTERIOR BUILD-OUT: 5/8" THICK GYPSUM BOARD
ON 3 5/8" METAL STUD FRAMING, 16" O.C. WITH
R-20 CLOSED CELL SPRAY FOAM INSULATION IN STUD CAVITIES
- W-4 INTERIOR STAIR WALL-
8" THICK PRECAST LOAD BEARING WALL PANELS
WITH INTERIOR BUILD-OUT: 5/8" THICK GYPSUM BOARD
ON 1 5/8" METAL STUD FRAMING, 16" O.C.
- W-5 8" THICK PRECAST LOAD BEARING WALL PANELS WITH
4" THICK LARGE FORMAT (12'X24") STONE VENEER
- W-6 INTERIOR STAIR AND ELEVATOR SHAFT WALL

Date:
05.19.23
07.26.23



4th Floor Plan

3/16" = 1'-0"

Konstant Architecture Planning

847-967-6115

Skokie, Illinois 60077

808 Oak Street

Winnetka, Illinois

5300 Golf Road

Sheet:

A1.2

Job No: 1805



North Elevation

3/16"=1'-0"



South Elevation

3/16"=1'-0"

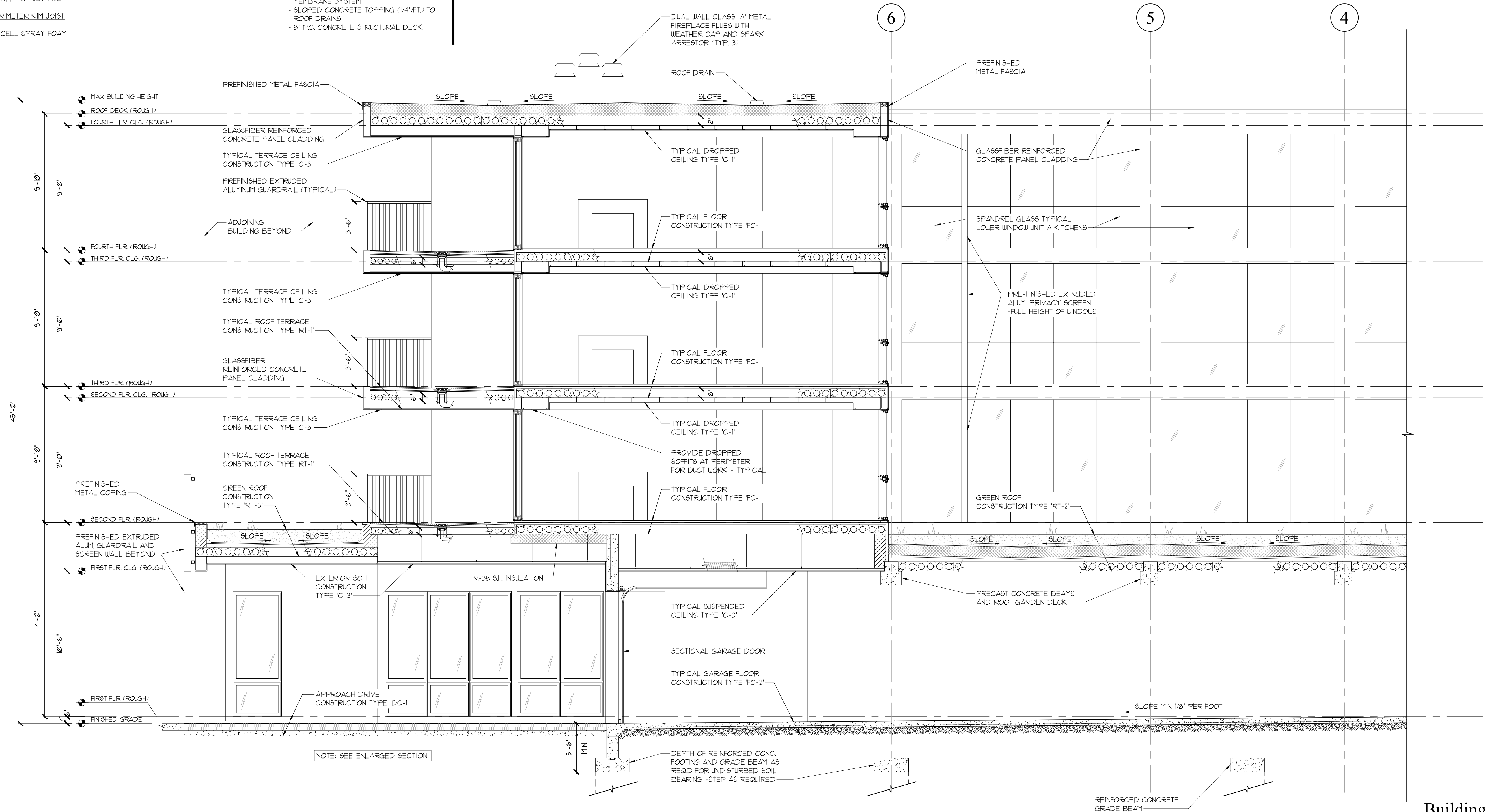
Date:
05.19.23
07.26.23

Konstant Architecture Planning
5300 Golf Road Skokie Illinois 60077 847-967-6115
808 Oak Street
Winnetka, Illinois

Sheet:
A2.0
Job No: 1805

TYP. SECTION CONSTRUCTION NOTES

FLOOR CONSTRUCTION EC-1 TYPICAL UNIT FLOOR - FINISH FLOOR SYSTEM: STONE OR WOOD PER DETAIL - 1/2" (6mm) THICK SOUND CONTROL MAT - VAPOR BARRIER/MASTIC - 2" THICK CONCRETE TOPPING - 8" THICK PRECAST CONCRETE PLANKS EC-2 GARAGE FLOOR - 5" THICK REINFORCED CONCRETE SLAB W/ EPOXY COATING - 6" MIL VAPOR BARRIER - 6" COMPACTED STONE - PREPARED SUBGRADE DC-1 APPROACH DRIVE CONSTRUCTION (ASPHALT WITH PAVEMENT BOARDER) - 2 COURSE ASPHALT PAVING (BINDER & SURFACE COURSE) - 2 THREE INCH LIFTS OF COMPACTED BOARD GRAVEL - PREPARED SUBGRADE INSULATION I-1: TYPICAL ROOF INSULATION - R-49 CLOSED CELL SPRAY FOAM I-2: TYPICAL EXTERIOR WALL INSULATION - R-20 CLOSED CELL SPRAY FOAM I-3: TYPICAL PERIMETER RIM JOIST INSULATION - R-20 CLOSED CELL SPRAY FOAM	CEILING CONSTRUCTION C-1 TYPICAL FURRED/FRAMED CEILING - 5/8" THK GYPSUM BOARD - 3 5/8" 25 GAUGE METAL FURRING 2'-0" O.C. C-2 TYPICAL SUSPENDED CLG. - 5/8" THICK GYPSUM BOARD - 1/8" DEEP GALVANIZED STEEL FURRING CHANNELS, 2'-0" - 1 1/2" DEEP WIRE SUSPENDED, 16 GAUGE GALVANIZED STEEL FRAMING CHANNELS, 4'-0" O.C. MAX C-3 TYPICAL EXTERIOR TERRACE CEILING & SOFFITS - PREFINISHED EXTRUDED ALUMINUM PLANKS - SELF ADHERED AIR BARRIER MEMBRANE - 5/8" THICK EXTERIOR GYPSUM BOARD - GALVANIZED STEEL FRAMING, 24" O.C. ROOF CONSTRUCTION R-1 TYPICAL ROOF CONSTRUCTION - 60-MIL FULLY ADHERED SINGLE PLY T.P.O. ROOF MEMBRANE SYSTEM - 1/4" THICK COVER BOARD - 3 LAYER POLYISO INSULATION BOARDS WITH STAGGERED JOINTS 8.4" THICK (R-49 MIN.) WITH TOP LAYER TAPERED (1/4" / FT.) - 8" P.C. CONCRETE STRUCTURAL DECK R-2 TYPICAL ROOF CONSTRUCTION - GROWTH MEDIA WITH 4'-8" OIL DEPTH - MIRADRAIN G4 OR EQUAL COMPOSITE FILTER FABRIC, WATER RETENTION AND DRAINAGE BOARD - 40 MIL ROOT BARRIER - 3 LAYER XPS RIGID INSULATION BOARDS W/ STAGGERED JOINTS 9" THICK (R-49 MIN.) - 60-MIL FULLY ADHERED SINGLE PLY T.P.O. ROOF MEMBRANE SYSTEM - SLOPED CONCRETE TOPPING (1/4"/FT.) TO ROOF DRAINS - 8" P.C. CONCRETE STRUCTURAL DECK RT-1 ROOF TERRACE: UNINSULATED - 2cm PORCELAIN PAVERS - ADJUSTABLE PAVEMENT SUPPORT PEDESTALS - 1/8" THICK PROTECTION BOARD - 60-MIL FULLY ADHERED SINGLE PLY T.P.O. ROOF MEMBRANE - SLOPED CONCRETE (1/4"/FT.) TO ROOF DRAINS - 6" THICK P.C. CONCRETE STRUCTURAL DECK RT-2 TYPICAL GREEN ROOF: EXTENSIVE/ MEDIUM DEPTH SYSTEM: UNINSULATED - GROWTH MEDIA WITH 4'-8" OIL DEPTH - MIRADRAIN G4 OR EQUAL COMPOSITE FILTER FABRIC, WATER RETENTION AND DRAINAGE BOARD - 40 MIL ROOT BARRIER - 1/8" THICK PROTECTION BOARD - 60 MIL FULLY ADHERED T.P.O. ROOF MEMBRANE SYSTEM - SLOPED CONCRETE TOPPING (1/4"/FT.) TO ROOF DRAINS - 8" P.C. CONCRETE STRUCTURAL DECK
--	---



Building Section A

Konstant Architecture Planning
5300 Golf Road
Skokie, Illinois 60077
847.967.6115
808 Oak Street
Winnetka, Illinois

Date:
05.19.23
07.26.23

