

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
June 18, 2019
7:00 p.m.

Emails regarding any agenda item are welcomed. Please email contactcouncil@winnetka.org, and your email will be relayed to the Council members. Emails for the Tuesday Council meeting must be received by Monday at 4 p.m. Any email may be subject to disclosure under the Freedom of Information Act.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) July 2, 2019 Regular Meeting
 - b) July 9, 2019 Study Session
 - c) July 16, 2019 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
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12) Closed Session	
13) Adjournment	

NOTICE

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

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator – Megan Pierce, at 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
June 4, 2019**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, June 4, 2019, at 7:00 p.m.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 p.m. Present: Trustees Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, John Swierk, and Anne Wedner. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Peter Friedman, Community Development Director David Schoon, Assistant Community Development Director Brian Norkus, Police Chief Marc Hornstein, Fire Chief Alan Berkowsky, Deputy Fire Chief John Ripka, Economic Development Coordinator Cindy Plante, and approximately 35 persons in the audience.
- 2) Pledge of Allegiance. Trustee Swierk led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) June 11, 2019 Study Session. All of the Council members present said they expect to attend.
 - b) June 18, 2019 Regular Meeting. All of the Council members present said they expect to attend.
 - c) July 2, 2019 Regular Meeting. All of the Council members present except Trustees Swierk and Lanphier said they expect to attend.
- 4) Public Comment.

Pat Balsamo, Cherry Street. Ms. Balsamo noted that June 4, 2019 is the 100th anniversary of Congress passing the 19th Amendment granting women the right to vote. She explained that Illinois was the first state to ratify the 19th Amendment on June 10, 1919 - edging out Wisconsin by one hour. She urged the Village to consider June 10, 2019 as a day to celebrate women's right to vote, along with Illinois' substantial role in accomplishing that goal.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Lanphier reported that Community Conversations would meet at the Farmers' Market through October.
 - ii) Trustee Wedner reported on the progress of the Skokie Lagoons boat house project at Tower Road and Forest Way Drive; and she invited interested residents to join in the effort.
 - iii) Trustee Swierk thanked the organizers of the Memorial Day observance on the Village Green.

- iv) Trustee Cripe reported that a stormwater meeting with District 36 took place on Monday; good progress is being made with both New Trier High School and District 36.
- v) Trustee Coladarci reported on the most recent Landmark Preservation Commission meeting.
- b) Attorney. None.
- c) Manager. None.
- d) Village President. None.
- 6) Approval of the Agenda. Trustee Cripe, seconded by Trustee Wedner, moved to approve the Agenda. By voice vote, the motion carried.
- 7) Consent Agenda
 - a) Village Council Minutes.
 - i) April 30, 2019 Special Meeting.
 - ii) May 14, 2019 Study Session.
 - iii) May 21, 2019 Regular Meeting.
 - b) Approval of Warrant List dated May 17-30, 2019 in the amount of \$1,661,737.00.
 - c) Ordinance No. M-7-2019: 976 Green Bay Road - Robbins Architecture - Special Use Permit (Adoption).
 - d) Resolution No. R-54-2019: Approving a Class A-1 Liquor License for Wild Thing, LLC d/b/a Spirit Elephant (Adoption).
 - e) Resolution No. R-55-2019: Establishing a Retiree Health Savings (RHS) Program for Members of the International Association of Firefighters (Adoption).
 - f) Resolution No. R-56-2019: Community Rating System Program - Repetitive Loss Area No. 5 (Adoption).

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

- 8) Ordinances and Resolutions.
 - a) Public Hearing.
 - i) Resolution No. R-37-2019: Approving a Banquet and Reception Hall at 915 Green Bay Road (Public Hearing & Adoption).
- Mr. Schoon reviewed the regulations associated with approval of the reception hall, including adopting parking regulations and liquor code amendments, along with approval of a liquor license and valet parking fees. The applicant has submitted a refined proposal for the banquet/catering/café facility; and plans for noise remediation and valet/daytime parking have been strengthened.

Next, Mr. Schoon reviewed amendments to the approval documents since they were first introduced/reviewed, including the frontage of the café, noise standards, parking provisions and penalties, and liquor regulations.

David Ash, Aria Group and project architect. Mr. Ash reviewed the plans for the café and event space entrances, as well as sound control measures that include a new roof and the services of Steiner Acoustics to ensure low noise transmission. He explained that most deliveries would take place during the day, and very little of that noise would transmit beyond the Metra tracks.

Michael from VIP Valet Services. Michael said he is requesting four parking spaces in front of the venue to greet and ticket guests. The cars will be parked at the Hubbard Woods parking garage top level, where there will be an attendant on duty at all times; in addition, the vehicles will be identified as valet-parked. For guests leaving an event, the parking out front can be reduced to two spaces. VIP staffs one driver per every 5-7 cars to expedite the traffic flow, and staffing can be quickly pulled from nearby locations in the event more personnel are needed.

Elaina Vazquez, owner of Boutique Bites, and Jennifer Jambrosic, Director of Operations. Ms. Vazquez explained that she has owned her event/catering business for 11 years and operated in the West Loop for the past five years. She said she has experience with venue operations and dealing with late-night traffic at her West Loop location; and she works exclusively with VIP Valet. She expressed excitement at joining the Winnetka community and reviewed her plans: (i) a café providing prepared lunch and dinner options well as party food for intimate gatherings; (ii) an event venue that preserves the unique traits of the space and creates an option in the area to host celebrations; and (iii) a catering business. Ms. Vazquez noted that she has a proven track record of cultivating and maintaining high end clientele.

Ms. Jambrosic added that Boutique Bites has received a warm welcome from the community, and she expressed a desire to have a positive impact on the community.

President Rintz called for public comment.

Katie Cory, owner of Skandal; Nancy Grant, Winnetka resident and business owner; Cynthia Burr, Vivid Art Gallery; Kelly Appleton, Winnetka resident; Connie Henry, resident; Celeste Robbins, Robbins Architecture; Laurie Rubin, Scott Avenue; Gina Speckman, Director of Chicago North Shore Convention and Visitor's Bureau; Julie Kennedy, Winnetka resident; Sally Tomlinson, Winnetka resident; Lynn Jackson, 777 Rosewood; Alice Campbell, Winnetka resident; Tom Kramer, Glenview resident; Terry Dason, Director of the Winnetka-Northfield Chamber of Commerce; and Enil Pasik, 915 Green Bay Road landlord representative; all spoke in favor of Boutique Bites and urged the Council to approve its operation in Hubbards.

Joanie Vitzel, property manager of 925 Green Bay Road. Ms. Vitzel expressed concerns about parking, designating spaces for guest drop-off and pick-up at events, sound-proofing, and timing of deliveries.

President Rintz closed the public hearing at 8:05 PM.

Trustee Cripe thanked Ms. Vazquez for so thoroughly addressing the community's concerns; noted that the new business will bring vibrancy to the Hubbard Woods business district; and added that the Council will remain sensitive to potential issues that might crop up.

Trustee Swierk said his concerns about noise problems were alleviated by Ms. Vazquez' presentation, and he asked what attendance level triggers a valet parking requirement. Ms. Vazquez said any event above 75 guests is required to have the valet parking as part of their package.

Trustee Wedner said the business concept is a great one, and added that she was thrilled to see so many residents at the meeting to express their support.

Trustee Dearborn said he was excited about the new business coming to Winnetka; however, the Village needs to follow up on any ordinance violations that may occur, and he asked how noise and parking issues will be monitored.

Mr. Schoon explained that the Police Department typically responds to noise complaints; a parking agreement will be developed for Boutique Bites to help the Village monitor parking compliance.

Chief Hornstein said the Police Department works with the offending party to remediate a noise issue. He noted that if an issue cannot be resolved, a citation is issued and the matter is resolved through the Administrative Adjudication process.

Trustee Lanphier thanked Ms. Vazquez for working through the issues and expressed appreciation for the café, as it fills a void in the area. She said the Village and applicant will work together to assure success on an ongoing basis.

Trustee Coladarci said the applicant's proposal addresses concerns raised by the neighbors, and added that if sound does not become an issue, the business is perfect for Hubbard Woods.

President Rintz noted that historically, change is a difficult prospect in Winnetka and sometimes issues can be over-analyzed. He asked the community to trust that the Council and Staff have done their diligence to work through the issues, and he added that the business is a great addition to the Village.

Trustee Dearborn, seconded by Trustee Wedner, moved to adopt Resolution No. R-37-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

b) Ordinance No. MC-3-2019: Adopting Parking Regulations (Adoption).

Trustee Cripe, seconded by Trustee Wedner, moved to adopt Ordinance No. MC-3-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

- c) Resolution No. R-38-2019: Establishing the Fees for the Processing of a Valet Parking Permit Application and Banquet Parking Permits (Adoption).

Trustee Cripe, seconded by Trustee Dearborn, moved to adopt Resolution No. R-38-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

- d) Ordinance No. MC-4-2019: Amending Liquor Code to Create Class Y (Adoption).

Trustee Dearborn, seconded by Trustee Wedner, moved to adopt Ordinance No. MC-4-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

- e) Resolution No. R-39-2019: Approving a Class Y Liquor License for Boutique Bites (Adoption).

Trustee Wedner, seconded by Trustee Dearborn, moved to adopt Resolution No. R-39-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

- f) Ordinance No. MC-5-2019: Adoption of Model Building Codes & Local Amendments (Adoption). Mr. Schoon explained that after concern was expressed with the proposed residential property maintenance code at the May 21st Council meeting, staff had prepared a memo addressing those concerns and others raised by Trustee Dearborn; in addition a hardship appeals process is available for all of the model codes.

During the Council discussion, the possibility of having code infractions dealt with in Administrative Adjudication rather than going to the courts was brought up. Manager Bahan said the hearing process could be modified at any time; and President Rintz commented that the Village's Administrative Law Judge might not have broad enough powers to deal with extreme cases of noncompliance.

After their discussion, the Council was in favor of adopting the Subject Ordinance.

There being no public comment, Trustee Cripe, seconded by Trustee Swierk, moved to adopt Ordinance No. MC-5-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

- 9) Old Business. None.

- 10) New Business. None.

- 11) Appointments: None.

- 12) Closed Session. Trustee Cripe moved to adjourn into Closed Session to discuss Collective Bargaining, Sale or Lease of Village Property, and Pending or Probable Litigation, pursuant to Sections 2c(2), 2c(5) and 2c(11), respectively, of the Illinois Open Meetings Act. Trustee Wedner seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

President Rintz announced that the Council would not return to the open meeting after Executive Session. The Council adjourned into Executive Session at 8:55 p.m.

- 13) Adjournment. Trustee Wedner, seconded by Trustee Cripe, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 10:07 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL STUDY SESSION**

June 11, 2019

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, June 11, 2019, at 7:00 p.m.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 p.m. Present: Trustees Jack Coladarci, Andrew Cripe, Robert Dearborn, Penny Lanphier, John Swierk, and Anne Wedner. Absent: None. Also in attendance: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Public Works Director Steve Saunders, Finance Director Tim Sloth, Village Attorney Peter Friedman, Community Development Director David Schoon, and approximately four persons in the audience.
- 2) Public Comment. None.
- 3) Intergovernmental Agreement with New Trier High School for Stormwater Improvements at Duke Childs Field. Mr. Saunders reviewed the Stormwater Vision process, which began in 2015 with the engagement of Strand Associates. The project area drains to the Skokie River; a system of levees that keeps the river from overflowing its banks into the Village requires pumping to get the area's stormwater to the river.

Mr. Saunders explained that the Stormwater Vision hinges on a wetlands storage project on Cook County Forest Preserve land west of Hibbard Road. Permission to use the land was negotiated with the County and culminated in a Memorandum of Understanding that requires the Village to enter into agreements with other local agencies to develop additional stormwater detention projects upstream of the wetlands storage project.

To comply with the Memorandum of Understanding requirements for additional detention projects, the Village has been negotiating with New Trier District 203, School District 36 and the Park District. An agreement has been reached with District 203 for an underground storage project at Duke Childs Field/Skokie Playfields that will provide approximately 14.2 acre-feet of stormwater detention. The agreement also calls for maintaining the existing grades of the current playfields; provides 50-year flood protection for Duke Childs Field; and allows District 203 to improve and modernize its current playfield facilities.

After Mr. Saunders reviewed the proposed athletic field improvements and project benefits, Attorney Friedman reviewed key points from the Intergovernmental Agreement (IGA). Key elements of the agreement include: (i) the Village will construct compensatory stormwater storage to protect against a 50-year storm event; (ii) the current Declaration of Covenants will be replaced with an easement agreement to allow the stormwater utility under a portion of the playfields; (iii) the property will continue to be used for athletic purposes; and (iv) open space will be preserved at the site. Preliminary plans are approved by the agreement; if the final plans do not substantially differ from the preliminary plans, each body is required to approve the final plans. A text amendment to the Zoning Ordinance will be adopted to provide the necessary zoning variations to allow the Duke Childs Field improvement project. In the event the project is unable to proceed for a reason other than a breach of the IGA, the Village and District 203 have agreed in a Letter of Understanding to negotiate a new easement agreement.

Mr. Schoon reviewed explained that a Public Hearing is scheduled on June 18 for the required Zoning amendments associated with the athletic field improvements: (i) a special use permit; (ii) several setback variations; and (iii) a Certificate of Appropriateness for design elements.

Trustee Cripe thanked New Trier High School for its partnership with the Village, and also thanked President Rintz, Manager Bahan and Mr. Saunders for the tremendous amount of effort that went into the negotiation of the IGA.

Trustee Swierk asked for clarification about who will pay for the athletic field improvements. Mr. Saunders explained that the Village will pay for the detention construction costs and provide a gravel base for the new parking lot; and District 203 will pay for the athletic field improvements.

The Council discussed the IGA, and there being no public comments, there was consensus to bring the IGA and other approval documents to the next Regular Council for a final discussion and adoption.

- 4) Closed Session. Trustee Cripe moved to adjourn into Closed Session to discuss the Sale or Lease of Property Owned by the Village of Winnetka, pursuant to Section 2c(6) of the Illinois Open Meetings Act. Trustee Wedner seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

President Rintz announced that the Council would not return to the open meeting after Closed Session. The Council adjourned into Closed Session at 7:54 p.m.

- 5) Adjournment. Trustee Lanphier, seconded by Trustee Swierk, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:15 p.m.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated May 31 - June 13, 2019

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 06/18/2019

Consent: ☒ YES ☐ NO

☐ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☒ Informational Only

Item History:

None.

Executive Summary:

The Warrant List dated May 31 - June 13, 2019 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated May 31 - June 13, 2019.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-57-2019: Approving Change Order No. 7 to the Contract with B-Max Inc. for Electric Distribution System Work (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 06/18/2019

Consent: ☒ YES ☐ NO

☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

At the April 19, 2016 Village Council Meeting, the Council approved Resolution No. R-23-2016, approving a contract with B-Max Inc. for directional boring services which included the installation of conduit and equipment pads for the electrical distribution system. The contract contained unit pricing for three contract years at the Village's option. The Village Council has previously approved six change orders (Resolution No. R-65-2016, Resolution No. R-45-2017, Resolution No. R-76-2017, Resolution No. R-27-2018, Resolution No. R-73-2018 and Resolution No. R-41-2019).

Executive Summary:

At the April 16 Village Council Meeting, the Council approved Resolution No. R-41-2019 to extend the contract with B-Max Inc. for directional boring. The contract has fixed unit prices for work performed during the period of June 1, 2019 through May 31, 2020. No additional funding authorization was requested by staff at that time, as the Village Council had previously authorized \$250,000 for directional boring services performed after January 1, 2019.

To-date, \$205,986 has been expended for boring work. Staff is requesting additional funding authorization in the amount of \$200,000 for work anticipated during the remainder of 2019. In the event that the additionally authorized funding is expended prior to year's end, staff will request another funding authorization for the remainder of the fiscal year. The cost for any customer-initiated upgrades and/or projects requiring the use of this contractor is reimbursed by the customer.

The 2019 Electric Fund Budget contains \$525,000 for directional boring services. Of this funding, \$85,000 (account #500.42.31-660) is allocated for system reinforcement and the Oak Street bridge deck reconstruction project. The remaining \$440,000 (account 500.42.37-660) is allocated for new business projects initiated by customer requests.

Resolution No. R-57-2019, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest, a change order to the contract with B-Max Inc. pursuant to the funding authorization.

Recommendation:

Consider adoption of Resolution No. R-57-2019, approving Change Order No. 7 to the contract with B-Max Inc. for electric distribution system work.

Attachments:

Resolution No. R-57-2019

RESOLUTION NO. R-57-2019

**A RESOLUTION APPROVING
CHANGE ORDER NO. 7 TO THE CONTRACT WITH B-MAX, INC. FOR
ELECTRIC DISTRIBUTION SYSTEM WORK**

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

WHEREAS, on April 19, 2016, the Village Council approved Resolution R-23-2016 authorizing the Village to enter into a contract ("**Contract**") with B-Max, Inc. ("**Contractor**") for the performance of directional boring, equipment pad installation, splice box installation, conduit installation, and related work necessary to maintain and support the Village's electric distribution system ("**Work**") during the period of June 1, 2016 to May 31, 2017 ("**Term**"); and

WHEREAS, the Contract provided the Village two options, each to extend the contract for an additional year (collectively, "**Contract Extensions**"), which Contract Extensions were exercised extending the Term through May 31, 2019; and

WHEREAS, pursuant to Resolution R-41-2019, the Village further extended the Contract to May 31, 2020; and

WHEREAS, the Village Council previous approved an expenditure of \$250,000 for Work this year; and

WHEREAS, the Village has expended \$206,000 this year under the Contract Extension, and desires to perform additional Work in an amount not to exceed an additional \$200,000; and

WHEREAS, the Contractor has agreed to do such work pursuant to a change order ("**Change Order No. 7**"); and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to enter into Change Order No. 7 with Contractor;

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

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

SECTION 2: APPROVAL OF CHANGE ORDER NO. 7. The Village Council hereby approves Change Order No. 7 to authorize additional Work from the Contractor pursuant to the terms of the Contract in an amount not to exceed \$200,000.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 7. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 7, which shall be in a final form approved by the Village Manager.

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 18th day of June, 2019, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

Title: Resolution No. R-60-2019: Easement Agreement for Boal Parkway Stormwater Pump Station (Adoption)

Presenter: James J. Bernahl, Assistant Director of Public Works and Engineering

Agenda Date: 06/18/2019

Consent: ☒ YES ☐ NO

☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

In 2014, the Village of Winnetka participated in the development of a “Water Solutions Project” led by Baxter and Woodman. This project had been funded by an “IKE” Grant administered by the Illinois Department of Commerce and Economic Opportunity. The focus of the grant was on community planning to address the needs and issues of the population groups most significantly impacted by the 2008 floods associated with Hurricane Ike. The Water Solutions Project was a series of four pilot studies in three communities and a template that was to be used for future studies. Winnetka’s participation role in the study was the investigation of flooding along Boal Parkway.

Executive Summary:

As part of the Village's commitment to improving stormwater management, Winnetka is seeking bids for the construction of a new stormwater pump station at the north end of Boal Parkway. Included in this project is the replacement of the flap gates at two of the storm sewer outfalls into the east diversion ditch, and the addition of new manholes for those storm sewers.

The final engineering design for the proposed stormwater improvements calls for the placement of a pump station to be placed on a strip of land near the entrance to the property at 1548 Tower Road. The property owner is familiar with the proposed design and agrees that the inclusion of the pump station would help to address stormwater issues along Boal Parkway, as well as the rear of the property at 1548 Tower Road. Staff has coordinated with the property owner to ensure the least amount of disturbance is caused by the contractor during construction.

Because no permanent easement exists at this location, the Village will need to establish new temporary and permanent easements to allow for the work to be performed and for ongoing maintenance of the new infrastructure. Staff has worked with the property owner and the Village attorney to develop and execute the required documentation to establish these easements in perpetuity.

No fiscal compensation is being offered to the homeowner for the establishment of these permanent easements. Staff believes the easement will allow for the safe construction and ongoing maintenance of the proposed stormwater improvements.

Recommendation:

Consider approving Resolution No. R-60-2019 for the establishment of temporary and permanent easements at 1548 Tower Road for the installation of a new Village-owned stormwater pump station and appurtenances.

Attachments:

Resolution No. R-60-2019
Easement Agreement

RESOLUTION NO. R-60-2019

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT
FOR THE MAINTENANCE OF STORMWATER INFRASTRUCTURE**
(1548 Tower Road, Winnetka, Illinois)

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, 1548 Tower Land LLC ("**Owner**") is the owner of the property located at 1548 Tower Road in the Village ("**Property**"); and

WHEREAS, the Village desires to construct a new stormwater pump station, attached storm sewer, new electrical utilities servicing the stormwater pump station, a storm sewer inlet, and appurtenances thereto (collectively, the "**Infrastructure**") on the Property as part of its stormwater management program in the Village; and

WHEREAS, the Village desires to obtain, and the Owner is willing to grant, temporary and permanent easements for the Village to install and maintain the Infrastructure on the Property (collectively, "**Easements**") pursuant to an easement agreement ("**Easement Agreement**"); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the Easement Agreement with the Owner;

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 EASEMENT AGREEMENT. The Village Council hereby approves the Easement Agreement by and between the Village and the Owner in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE EASEMENT AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Easement 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 June 18th, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
EASEMENT AGREEMENT

PREPARED BY AND AFTER
RECORDING RETURN TO:
HOLLAND & KNIGHT LLP
131 SOUTH DEARBORN ST.
30TH FLOOR
CHICAGO, IL 60603
ATTN: PETER M. FRIEDMAN

For Recorder's Use Only

THIS AGREEMENT is dated as of this 10th day of April, 2019, by and between the Village of Winnetka, an Illinois home rule municipal corporation ("**Village**"), and 1548 Tower Land LLC, an Illinois limited liability company ("**Owner**").

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

1. **BACKGROUND.**

A. The Owner is the owner of certain real estate commonly known as a vacant parcel of land located at 1548 Tower Road in the Village of Winnetka, County of Cook, State of Illinois, which real estate is legally described in **Exhibit A**, attached to, and by this reference made a part of, this Agreement ("**Subject Property**").

B. The Property is currently vacant other than a driveway and dirt roadway.

C. The Owner and the Village have determined that it is in their respective best interests to enter into this Agreement in order to provide the Village with a sufficient property interest in the Subject Property to fulfill the purposes described herein.

2. GRANT AND USE OF EASEMENT. The Owner grants and conveys to the Village a perpetual easement in, at, over, along, across, through, upon, and under that portion of the Subject Property legally described on **Exhibit B** attached to, and by this reference made a part of, this Agreement (***“Easement Premises”***) and depicted in **Exhibit C** attached to, and by this reference made a part of, this Agreement, to survey, construct, operate, use, maintain, own, test, inspect, repair, remove, and replace (collectively, the ***“Installation”***) a new stormwater pump station, attached storm sewer, new electrical utilities servicing the stormwater pump station, a storm sewer inlet, and any appurtenances thereto (collectively, the ***“Facilities”***). The Village shall, at its sole cost and expense, complete the Installation of the Facilities in a good and workmanlike manner. The Village shall construct the Facilities in substantial conformance with the plans provided to the Owner on January 23, 2019, and in accordance with final plans approved by the Owner, which approval shall not be unreasonably withheld.

3. GRANT AND USE OF TEMPORARY CONSTRUCTION EASEMENT. The Owner grants and conveys to the Village a temporary

construction easement (*“Temporary Construction Easement”*) at, over, along, across, through, and upon that portion of the Subject Property legally described in **Exhibit D**, attached to, and by this reference made a part of, this Agreement (*“Temporary Easement Premises”*), and depicted in **Exhibit E**, attached to, and by this reference made a part of, this Agreement, for the Installation of the Facilities in the Easement Premises and for ingress and egress to the Easement Premises. The Temporary Easement Premises shall be used by the Village only during periods of actual Installation activity and for any necessary restoration of the Easement Premises. The Village acknowledges and agrees that it shall not restrict the ingress and egress of motor vehicles and pedestrians over the Temporary Easement Premises. The Village further acknowledges and agrees that, to the extent reasonably practicable, the Village will conduct its construction activities and its ingress and egress to the Easement Premises to the portion of the Temporary Easement Premises that is either paved or a dirt road to minimize its impact of the Subject Property. Except in case of an emergency, the Village shall, at all times, provide advance notice of any use of the Temporary Easement Premises to the Owner. Prior to the Village’s exercise of the rights under the Temporary Construction Easement, the Village shall provide a general schedule and timetable for the work to be undertaken by the Village on the Temporary Easement Premises. In no event shall the term of the Temporary Construction Easement exceed: (a) 90 consecutive days during the year following the execution of this Easement Agreement by the parties; or (b) one year from the date of execution of this

Agreement. In the event that the Owner applies for a building permit to construct a house on the Subject Property, the Village agrees that it will not deny the permit on the grounds that the house will encroach or be constructed on the Temporary Easement Premises.

4. **HOLD HARMLESS.** The Village agrees to hold the Owner harmless from all claims, causes of action, suits, damages, or demands that arise directly from the Installation of the Facilities on the Easement Premises.

5. **RESERVED RIGHT.** The Owner reserves the right to use the Easement Premises in any manner that will not prevent or interfere in any way with the exercise by the Village of the rights granted herein; provided, however, that the Owner shall not permanently or temporarily improve or obstruct the Easement Premises or cause any improvements or obstructions to be constructed on the Easement Premises that would impair the exercise by the Village of the rights granted herein without the express prior written consent of the Village Manager.

There is currently a roadway located on the Easement Parcel (the "Roadway"). The grant of easement hereunder is subject to and conditioned upon the Village (i) never permanently obstructing the Roadway; or (ii) never improving or obstructing the Roadway in a manner that would prevent or interfere with Owner's and other users use of the Roadway for vehicular and pedestrian ingress and egress and other related roadway uses. Grantor understands that during Village's exercise of the Temporary Construction Easement and construction of the Facilities, vehicular and pedestrian ingress and egress may be impacted but the

Village will use its best efforts to minimize any interference or impact with Owner and other users ingress and egress to their respective properties and use of the Roadway.

6. **ADDITIONAL EASEMENTS.** This Agreement is subject and subservient to any easement agreements that bind the Subject Property as of the execution date of this Agreement. The Owner shall have the right to grant other non-exclusive easements over, along, across or upon the Easement Premises and the Temporary Easement Premises after the execution date of this Agreement; provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby; and provided further, that, if any such easement shall affect the Easement Premises the Village Manager shall have first consented in writing to the terms, nature, and location of any such other easements.

7. **VILLAGE RESTORATION.** Upon completion of any Installation, the Village agrees to (a) replace and grade any and all topsoil removed by the Village; (b) restore any and all fences, roads, plantings, shrubs, identifying signage, and improvements that are damaged or removed as a direct result of the Installation to their condition immediately preceding the Installation; (c) replace any and all sod removed with sod of like quality; and (d) replace any and all natural grass removed by seeding with a good quality seed. Prior to commencing any construction on the Temporary Easement Premises or the Easement Premises, a member of the Village's Public Works Department will meet on the Subject Property with the Owner and identify all trees that may need to be removed from the Temporary

Easement Premises during the course of construction and the Village will replace those removed trees designated by the Owner for replacement.

8. **STORMWATER UTILITY FEES.** To the extent that the Owner is assessed a stormwater utility fee by the Village for the Subject Property during the period that is 20 years following execution of this Agreement, the Village shall make the payments to the Village's stormwater utility fund on the Owner's behalf.

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

10. **ASSIGNMENT OF RIGHTS.** The Owner agrees that the Village may assign its rights or delegate its duties under this Agreement to any assignee: (a) who is reasonably competent to exercise the rights granted herein and the obligations imposed herein; and (b) who makes adequate assurances to the Owner that any activity performed pursuant to such assignment or delegation shall be conducted in a good and workmanlike manner.

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

12. **VILLAGE APPROVAL.** Exhibit F attached to this Agreement is the resolution executed by the Village of Winnetka authorizing the Village to execute this Agreement.

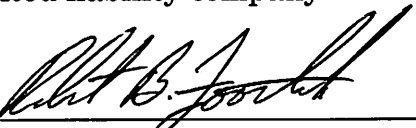
13. **EXHIBITS.** Exhibits A through F attached to this Agreement are incorporated herein and made a part hereof by this reference.

14. **TERMINATION.** In case the Village shall fail to comply with the terms and conditions of this Easement Agreement and/or the Temporary Construction Easement and Owner shall notify the Village of such failure to comply and thereafter the Village shall fail to comply with the terms of this Agreement, Owner shall have the right to terminate the Easement Agreement and Temporary Construction Easement and, if required by Owner, to remove the Facilities from the Easement Premises and restore the Property to a flat and level condition, sodded or with any roadway restored to the condition it was in prior to the removal of the Facilities.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

ATTEST:

1548 Tower Land, LLC, an Illinois limited liability company

By: 
Robert B. Footlik, manager

ATTEST:

VILLAGE OF WINNETKA

By: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2019, by _____, the Village _____ of the Village, an Illinois municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Signature of Notary

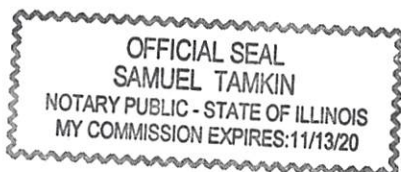
SEAL

My Commission expires: _____

FOR OWNER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on April 10, 2019, by Robert B. Footlik, manager of 1548 Tower Land, LLC, an Illinois limited liability company known to me to be the persons whose names are subscribed to the foregoing instrument and who did acknowledge that they executed the above instrument, duly authorized, voluntarily and as their free act and deed.



SEAL

Signature of Notary

My Commission expires: _____

EXHIBIT A

Legal Description of the Subject Property

LOT C IN TOWER GLEN SUBDIVISION OF LOT 13 (EXCEPT THE SOUTH 14.00 FEET THEREOF) IN FORESTVIEW, BEING A SUBDIVISION OF BLOCKS 1, 2, 3, 7, AND 8, TOGETHER WITH VACATED STREETS AND ALLEYS IN AND ADJOINING SAID BLOCKS, IN ANDERSON'S ADDITION TO GLENCOE, A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1548 TOWER ROAD, WINNETKA, ILLINOIS.

PIN: 05-18-308-051-0000

EXHIBIT B

Legal Description of the Easement Premises

PUBLIC UTILITY EASEMENT

THOSE PARTS OF LOT C IN TOWER GLEN SUBDIVISION IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19221026, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT C; THENCE SOUTH 00 DEGREES 04 MINUTES 51 SECONDS WEST ALONG THE EAST LINE OF SAID LOT C, 65.00 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 09 SECONDS WEST, 20.00 FEET TO A LINE 20.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF LOT C; THENCE NORTH 00 DEGREES 04 MINUTES 51 MINUTES EAST ALONG SAID PARALLEL LINE, 65.00 FEET TO THE NORTH LINE OF SAID LOT C; THENCE SOUTH 89 DEGREES 05 MINUTES 09 SECONDS EAST ALONG SAID NORTH LOT LINE, 20.00 FEET TO THE POINT OF BEGINNING.

ALSO

PARCEL 2

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT C; THENCE NORTH 89 DEGREES 17 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT C, 10.00 FEET TO A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT C; THENCE NORTH 00 DEGREES 04 MINUTES 51 SECONDS EAST ALONG SAID PARALLEL LINE, 10.00 FEET TO A LINE 10.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT C; THENCE SOUTH 89 DEGREES 17 MINUTES 40 SECONDS EAST ALONG SAID PARALLEL LINE, 10.00 FEET TO THE EAST LINE OF SAID LOT C; THENCE SOUTH 00 DEGREES 04 MINUTES 51 SECONDS WEST ALONG SAID EAST LOT LINE, 10.00 FEET TO THE POINT OF BEGINNING.

PIN: 05-18-308-051-0000 (PART OF)

EXHIBIT C

Depiction of Easement Premises

Prepared By: HARGREAVES, P.L.L.C. Date: 03/08/2018
 Drawn By: HARGREAVES, P.L.L.C. Date: 03/08/2018
 Check By: HARGREAVES, P.L.L.C. Date: 03/08/2018
 Title: EASEMENT EXHIBIT C

PIN 05-18-308-051-0000 (PART OF)

EASEMENT EXHIBIT

PUBLIC UTILITY EASEMENT

THOSE PARTS OF LOT C IN TOWER GLEN SUBDIVISION IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19221026, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

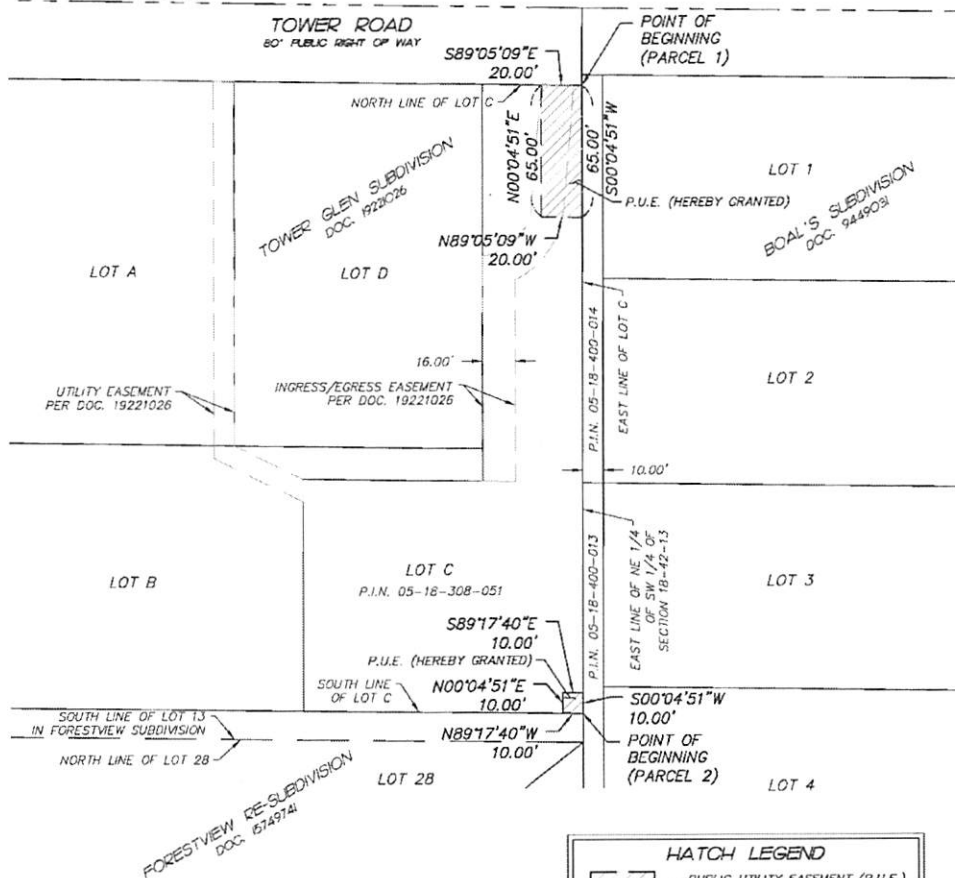
PARCEL 1

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT C; THENCE SOUTH 00 DEGREES 04 MINUTES 51 SECONDS WEST ALONG THE EAST LINE OF SAID LOT C, 65.00 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 09 SECONDS WEST, 20.00 FEET TO A LINE 20.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF LOT C; THENCE NORTH 00 DEGREES 04 MINUTES 51 SECONDS EAST ALONG SAID PARALLEL LINE, 65.00 FEET TO THE NORTH LINE OF SAID LOT C; THENCE SOUTH 89 DEGREES 05 MINUTES 09 SECONDS EAST ALONG SAID NORTH LOT LINE, 20.00 FEET TO THE POINT OF BEGINNING.

ALSO

PARCEL 2

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT C; THENCE NORTH 89 DEGREES 17 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT C, 10.00 FEET TO A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT C; THENCE NORTH 00 DEGREES 04 MINUTES 51 SECONDS EAST ALONG SAID PARALLEL LINE, 10.00 FEET TO A LINE 10.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT C; THENCE SOUTH 89 DEGREES 17 MINUTES 40 SECONDS EAST ALONG SAID PARALLEL LINE, 10.00 FEET TO THE EAST LINE OF SAID LOT C; THENCE SOUTH 00 DEGREES 04 MINUTES 51 SECONDS WEST ALONG SAID EAST LOT LINE, 10.00 FEET TO THE POINT OF BEGINNING.



NOTES:

- This map was created for use as an Easement Exhibit.
- This map is not to be used for any construction or staking purposes without consent from a proper agent of HR Green, Inc.
- This IS NOT a Plat of Survey. No assumptions or agreements as to ownership, use, or possession can be conveyed from this document.
- No underground improvements have been located unless shown and noted.
- No distance should be assumed by scaling.
- This map is void without signature and original embossed or red colored seal affixed.



HATCH LEGEND	
	PUBLIC UTILITY EASEMENT (P.U.E.) AREA: 1,400± SQ. FT.

PREPARED ON: 03/08/2018
 PREPARED BY:

M.C.
 MILAN DOMROSALJEVIC, P.L.S.
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 LICENSE EXPIRES: 11/30/18



DATE	DATE
03/08/2018	03/08/2018
DATE	DATE
03/08/2018	03/08/2018
DATE	DATE
03/08/2018	03/08/2018


SHEET ORIENTATION

EASEMENT EXHIBIT
 LOT C IN TOWER GLEN SUBDIVISION
 1548 TOWER ROAD
 WINNETKA, ILLINOIS 60093



323 Alana Drive
 New Lenox, Illinois 60451
 T. 815.462.9324 F. 815.462.9328
 www.hrgreen.com

Illinois Professional Design Firm # 164-001322

REVISIONS			
#	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

EXHIBIT D

Legal Description of the Temporary Easement Premises

TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF LOT C IN TOWER GLEN SUBDIVISION IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19221026, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT C; THENCE SOUTH 00 DEGREES 04 MINUTES 51 SECONDS WEST ALONG THE EAST LINE OF SAID LOT C, 307.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT C; THENCE NORTH 89 DEGREES 17 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT C, 49.33 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS EAST, 308.11 FEET TO THE NORTHWEST CORNER OF SAID LOT C; THENCE SOUTH 89 DEGREES 05 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT C, 49.20 FEET TO THE POINT OF BEGINNING.

PIN: 05-18-308-051-0000 (PART OF)

EXHIBIT E

Depiction of the Temporary Easement Premises

Printed By: mlsdms, Printed Aug 27, 2018 - 3:52pm
 User: mlsdms
 Project: 05-18-308-051-0000 (PART OF)
 Title: 05-18-308-051-0000 (PART OF)

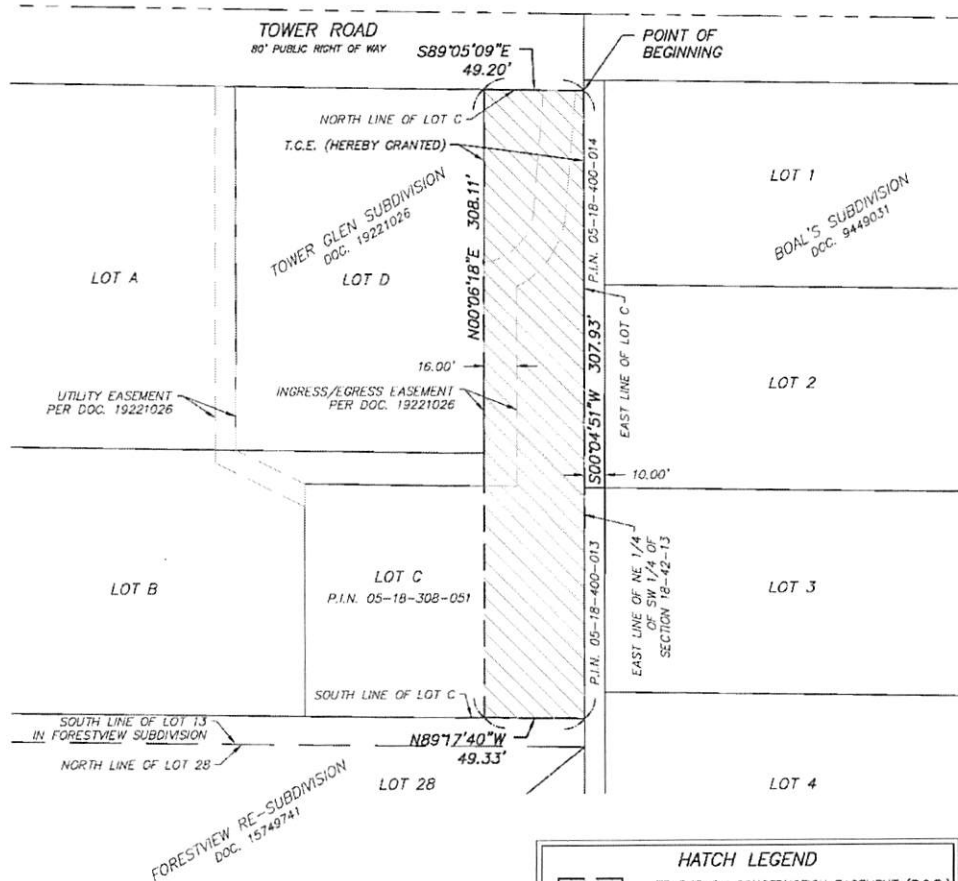
PIN: 05-18-308-051-0000 (PART OF)

EASEMENT EXHIBIT

TEMPORARY CONSTRUCTION EASEMENT

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- No underground improvements have been located unless shown and noted.
- No distance should be assumed by scaling.
- This map is void without signature and original embossed or red colored seal affixed.



DATE:	03/08/2018
SCALE:	AS SHOWN
BY:	MS
CHECKED BY:	MS
PROJECT NO:	0180037
SHEET NO:	1 OF 1

SHEET ORIENTATION

EASEMENT EXHIBIT
 LOT C IN TOWER GLEN SUBDIVISION
 1548 TOWER ROAD
 WINNETKA, ILLINOIS 60093

HRGreen

323 Alana Drive,
 New Lenox, Illinois 60451
 t. 815.482.9324 f. 815.462.9328
 www.hrgreen.com

Illinois Professional Design Firm # 184-201322

PREPARED ON: 08/27/2018
 PREPARED BY:

MILAN DUBOSAVLJEVIC, P.L.S.
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 LICENSE EXPIRES: 11/30/18



HATCH LEGEND

= TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)
 AREA: 15,173± SQ. FT.

EXHIBIT F

RESOLUTION APPROVING EASEMENT AGREEMENT



Agenda Item Executive Summary

Title: Resolution No. R-58-2019: Intergovernmental Agreement with New Trier High School (Adoption) and Execution of Letter of Understanding (Motion)

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

Agenda Date: 06/18/19

Consent: ☐ YES ☒ NO

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

Item History:

On June 10, 2019, after an extended period of negotiations with the Village, the New Trier High School District 203 Board of Education (NTHS) approved an Intergovernmental Agreement (IGA) with the Village of Winnetka that would permit construction of underground stormwater storage beneath Duke Childs Field, as part of the Village overall flood risk reduction strategy. The IGA also provides zoning approval for NTHS to construct improved athletic facilities on Duke Childs Field, including an additional softball field, additional parking, and an improved maintenance and support facility.

Executive Summary:

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

After Council approval of the MOU, the Village began discussions with NTHS regarding stormwater storage on Duke Childs Field. Village staff, NTHS, and Strand looked at several below-grade options to provide portions of the storage necessary in the greater Duke Childs Field/Skokie Playfield property. Concurrently, NTHS recognized the potential opportunity to upgrade their facilities in conjunction with the expected construction disruption. NTHS has for many years sought solutions to flooding, to replace inadequate changing and bathroom facilities, to improve parking, to reduce issues related to errant baseballs and to facilitate gender equity between softball and baseball. Over the ensuing 12 months, NTHS and the Village developed and evaluated a number of concepts that would accommodate the necessary stormwater improvements as well as modernize the existing athletic complex, finally identifying a cost-effective solutions that provides necessary Village stormwater relief and improves drainage and functionality of a key NTHS athletic complex.

The stormwater improvement consists of 14.2 acre-feet of underground stormwater storage under the lacrosse/soccer fields. The project would also allow the construction NTHS' proposed improvements. The stormwater storage project will not impact use of the existing baseball or softball fields and will ultimately improve playability by virtue of the new underground storage vaults. The stormwater improvement will also allow NTHS to abandon the discharge outlet to the Skokie River that is ineffective in draining the field even after relatively minor rain events. The Village improvements also provide the necessary compensatory storage to satisfy the regulatory requirements associated with the increase in impervious surfaces created by NTHS' field improvements.

Under NTHS' field improvements, the site will be reconfigured to have two baseball and two softball fields, with baseball fields remaining in their existing locations and a new softball field constructed in the northeast corner. The varsity baseball field will be constructed with an artificial turf infield and the entire varsity softball field will be turf. Netting will be installed to prevent spectators at events and balls from hitting cars in the parking lot and passing the field while traveling along Willow Road. The existing access road off of Hibbard Avenue will be repaved and additional parking will be added at that location, with costs shared by the Village and the District. The service building, which is a converted picnic pavilion with inadequate changing and bathroom facilities will be replaced with a new structure. Batting cages will also be installed adjacent to the structure.

Executive Summary (continued):

The proposed IGA for the Duke Childs property will become the new document governing the relationship between the Village and the District regarding the property. The agreement was negotiated over the course of the past year and both parties have made fair and reasonable compromises that will benefit both our respective and shared constituencies. The Village will be allowed to install an underground storm water detention system and water quality improvements on the eastern portion of the property. In turn, the District will benefit from a significant reduction in flooding on the property that will provide protection for a 50-year storm, have proposed District improvements approved by the Village outside the traditional zoning process while saving approximately \$2.5M in associated storm water detention costs that would have otherwise been required for these improvements. The IGA also replaces the Covenants of Sale placed on the property when it was sold to the District from the Village in 1979, while retaining key open space and utility access provisions negotiated during the original land transfer.

The Village will provide the necessary zoning relief for the project via a Zoning Ordinance text amendment allowing the project to be considered by the Village Council for final approval without going through the typical Special Use/Variation/Design Review process, and a Resolution approving the necessary zoning/design review approvals of the field, parking, and building components of NTHS' improvements.

In addition to the IGA, Zoning Ordinance text amendment, and Zoning Approval Resolution, the parties have negotiated a Letter of Understanding regarding the disposition of the existing Declaration of Covenants, should the Village not proceed with constructing the stormwater improvements contemplated by the IGA. In that Letter, the Village and NTHS agree that they will use good faith and best efforts to negotiate a new easement agreement that a) terminates the Declaration of Covenants; b) maintains the concept of open space for the property; c) contemplates, among other things, the presently constructed Village and District improvements existing on Duke Childs Field; and d) encourages collaboration on alternative storm water mitigation solutions.

Recommendation:

1. Consider adoption of Resolution No. R-58-2019, approving and Intergovernmental Agreement regarding stormwater improvements at Duke Childs Field between the Board of Education of New Trier Township High School District 203 and the Village of Winnetka.
2. Consider authorizing the Village President to execute a "Letter of Understanding Regarding Declaration of Covenants and IGA Easement Agreement" between the Board of Education of New Trier Township High School District 203 and the Village of Winnetka.

Attachments:

- 1) Resolution No. R-58-2019- Intergovernmental Agreement
 - Exhibits A - P (due to file size, these Exhibits are available for download on Village website at: <https://www.villageofwinnetka.org/residents/stormwater-management/>)
- 2) Letter of Understanding regarding Declaration of Covenants

RESOLUTION NO. R-58-2019

**A RESOLUTION APPROVING AN
INTERGOVERNMENTAL COOPERATION AGREEMENT
REGARDING STORMWATER IMPROVEMENTS AT DUKE CHILDS FIELD
BETWEEN THE BOARD OF EDUCATION OF NEW TRIER TOWNSHIP HIGH
SCHOOL DISTRICT NO. 203 AND
THE VILLAGE OF WINNETKA**

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

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

WHEREAS, in addition to the part of the stormwater project to be constructed on District property north of Winnetka Avenue and west of Hibbard Road, the Village has determined that the remaining stormwater storage, conveyance, and water quality improvements for the Village stormwater project necessary to provide flood relief ("***Village Stormwater Improvements***") must be constructed, in part, on existing open spaces currently owned by New Trier Township High School District No. 203 ("***School District***") and known as the Duke Childs Field at the northwest corner of Willow Road and Hibbard Road in the Village ("***Property***"); and

WHEREAS, the School District has for some time desired to reconfigure the athletic fields on the Property and add other related improvements ("***Field Improvements***"); and

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

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

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

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

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

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

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

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

ADOPTED this ____ day of____, 2019, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

INTERGOVERNMENTAL COOPERATION AGREEMENT

**INTERGOVERNMENTAL COOPERATION AGREEMENT
REGARDING STORMWATER IMPROVEMENTS AT DUKE CHILDS FIELD
BETWEEN THE BOARD OF EDUCATION OF NEW TRIER TOWNSHIP HIGH
SCHOOL DISTRICT NO. 203 AND THE VILLAGE OF WINNETKA**

This Intergovernmental Cooperation Agreement (“**Agreement**”) is made and entered into as of the ____ day of _____, 2019 (“**Effective Date**”), by and between the Board of Education of New Trier Township High School District No. 203, Cook County, Illinois (“**School District**”), and the Village of Winnetka, a home rule municipal corporation (“**Village**”). The School District and the Village are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the foregoing and the mutual promises contained in this Agreement, the School District and the Village agree to the terms in this Agreement.

I. Background.

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

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

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

C. The Village has determined that the remaining stormwater storage and conveyance for the Village Stormwater Project necessary to provide flood relief must be constructed on existing open spaces currently owned by the School District, the Winnetka Park District, and Winnetka School District 36.

D. The property known as the Duke Childs Field is generally located at the northwest corner of Willow Road and Hibbard Road in the Village (“**Property**”). The Property is depicted on **Exhibit B** to this Agreement and described in **Exhibit 1** to the Easement Agreement, which is attached as **Exhibit D** to this Agreement. The School District is the current owner of the Property and presently uses the Property for sports practices and interscholastic competitions. The Property is generally located within the FEMA 100-year flood plain in an area that experiences frequent stormwater flooding.

E. The Village formerly owned the Property and in conjunction with the conveyance of the Property to the School District in 1979 executed and recorded a “Declaration of Covenants” against the Property on January 31, 1979 (Document No. 24824753) (“**Declaration**”) attached for reference purposes only as **Exhibit C** to this Agreement.

F. Among other things, the Declaration provides that the Property may only be held, transferred, sold, conveyed and occupied subject to the terms and conditions of the Declaration. The Declaration includes restrictions on the School District’s use of the Property and rights of the Village with regard to Village utilities on the Property. The Declaration further identifies a desire to “maintain the concept of open space for the Property,” subject to the terms of the

Declaration.

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

H. The School District has for some time desired to reconfigure the athletic fields on the Property and add other related improvements (“**Field Improvements**”). The need for and construction of the Stormwater Improvements provides a once in a generation opportunity to create significant stormwater relief to the Village as well as to the School District for the Property and the ability of the School District to provide the Field Improvements in a cost-effective and expedited manner.

I. The Parties have determined that, after completion of the Stormwater Improvements, the Village shall, at the Village’s expense, grade the Easement Premises and install a stone base for a parking pad on the Property (“**Village Field Improvements**”), which Village Field Improvements are more fully described in **Exhibit F** to this Agreement. The remaining Field Improvements will be undertaken by the School District, at the School District’s expense (“**District Field Improvements**”), which District Field Improvements are more specifically identified and described in **Exhibit G** to this Agreement.

J. In conjunction with the construction of the Village Stormwater Improvements and

the Field Improvements, the Parties desire to better memorialize and clarify the respective rights and obligations of the Parties with regard to the Property. To do that, the Parties have agreed to terminate the Declaration, pursuant to the terms and conditions of this Agreement, and to have the use and development of the Property governed by this Agreement and a new Easement Agreement to be entered into by the Parties and recorded against the Property, which new Easement Agreement is attached as **Exhibit D** to this Agreement (“**Easement Agreement**”). Pursuant to its terms, the Easement Agreement will, among other things, terminate the Declaration but maintain the concept of open space for the Property.

K. The Village’s construction of the Stormwater Improvements and the Village Field Improvements will provide 50-year flood protection for the fields on the Property, detention and compensatory storage valued at approximately \$2.5 million, new and improved drainage infrastructure for the Property, and other related and beneficial improvements.

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

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

N. After consideration of utility, planning, and intergovernmental issues affecting this matter, the Village has determined that it is in the best interests of its citizens and the public

welfare to enter into this Agreement in order to ensure a level of cooperation and coordination between the School District and the Village necessary to maximize flood relief for impacted homes and property and to enhance the facilities on the Property.

O. The Village recognizes that the School District's agreement as provided in this Agreement to allow the Village to use the Property as an integral and necessary part of the Village Stormwater Project constitutes an important intergovernmental partnership and authorizes the Village to grant, as provided in this Agreement, a 100 percent credit to the School District for the stormwater utility fee that would otherwise be applicable to the Property under Chapter 13.16 of the Village Code.

II. Stormwater Improvements and Village Field Improvements.

A. No Obligation. Nothing in this Agreement obligates the Village to construct the Stormwater Improvements on the Property. If the Village determines, in its sole discretion, to construct the Stormwater Improvements on the Property, then the terms and conditions of this Agreement will apply to any such construction. This Agreement shall terminate if the Village does not commence construction of the Stormwater Improvements ("**Construction Commencement**") by December 31, 2022, unless the Parties agree in writing to extend the date of Construction Commencement ("**Construction Commencement Deadline**"). If the Village does not commence construction by the Construction Commencement Deadline and thereafter does not construct the Stormwater Improvements on the Property and such inaction is not based on a denial or the actions of a third party, the Village shall pay the School District \$58,113.00, which are the costs the Parties agree the School District has incurred related to the negotiation of this Agreement. The Village shall make such payment to the School District within 60 days after providing notice to the School District that it will not proceed with the Stormwater

Improvements on the Property or on the Construction Commencement Deadline, whichever date is sooner.

B. Easement. Prior to Construction Commencement and after District Approval of the Village Final Plans, as provided in Paragraph II.E.3 of this Agreement, the School District shall grant the Village a perpetual and permanent easement on the Easement Premises pursuant to the Easement Agreement that will, among other matters, authorize the Village to own, survey, design, install, construct, operate, use, test, inspect, improve, maintain, repair, remove, or replace, in the locations on the Property as identified in the Easement Agreement (i) the Stormwater Improvements; (ii) the utilities that exist on the Property as of the Effective Date of this Agreement; and (iii) additional, underground Village-owned water distribution utilities, in the locations on the Property as identified in the Easement Agreement, necessary for a potential second fill-line for the Village's water reservoir (collectively, "***Permitted Village Uses and Facilities***"). The Easement Agreement will be perpetual notwithstanding the term of this Agreement as set forth in Subsection VI.D of this Agreement; provided that if this Agreement terminates prior to Construction Commencement, the Easement Agreement will not be executed or recorded and the Declaration will remain in full force and effect.

C. Village Obligations. The Village will construct and maintain the Stormwater Improvements, if at all, at its sole cost and expense and in compliance with all applicable federal, state, and Village laws, statutes, codes, ordinances, resolutions, rules and regulations, including, without limitation, any and all applicable regulations and permits issued by the Army Corps of Engineers, and any other governmental entity with jurisdiction related to the Village Stormwater Improvements (collectively, "***Requirements of Law***"). The Stormwater Improvements will be constructed and maintained so that they do not make impracticable or infeasible the construction

and maintenance of the Field Improvements or otherwise unreasonably interfere with or prevent the School District from continuing to utilize the Property for sports practices and interscholastic competitions (“**School Purposes**”). The Stormwater Improvements will be sufficient to meet the stormwater detention and compensatory storage permit requirements for the Property and the Field Improvements under the Requirements of Law (presently 7.2 acre feet), including specifically, but without limitation, all requirements of the Metropolitan Water Reclamation District (“**MWRD**”) and the terms and conditions of the Winnetka Stormwater Management Code and MWRD’s Watershed Management Ordinance. The Village will obligate its contractors to construct the Stormwater Improvements consistent with the Final Plans. The Stormwater Improvements as provided on the Final Plan will provide a level of protection for the Property as provided in **Exhibit H** to this Agreement.

D. Joint Application for MWRD Permit. The Village and the School District will jointly apply for the MWRD permit necessary to authorize construction of the Stormwater Improvements and the Field Improvements. The permit application will provide that the Village is constructing a generalized, Village-wide stormwater improvement project on land owned by the School District and that part of the improvement project includes a cooperative undertaking with the School District to make certain improvements to the School District’s property. The Village will specifically call out in the application the volume of stormwater storage being provided as detention and compensatory storage for the Field Improvements. The Village represents that because the Village is not obligated to provide a particular or specific level of stormwater protection to its community, the Stormwater Improvements include the construction of sufficient stormwater storage to meet the regulatory detention and compensatory storage required for the Field Improvements, while also meeting the Village’s flood management goals.

In the event that the MWRD does not approve the Field Improvements portion of the Project, the Village will engineer a solution that would segregate off for stormwater detention a portion of the Stormwater Improvements necessary to provide the required detention for the Field Improvements, estimated to be 7.2 acre feet.

E. Cooperative Development and Review of Plans.

1. Preliminary Plans. The Village has provided the School District, and the School District has reviewed and, by approval and execution of this Agreement, preliminarily approved, the Village's preliminary plans and specifications for the Stormwater Improvements and the Village Field Improvements related to the Property ("**Village Preliminary Plans**"). The Village Preliminary Plans are attached to this Agreement as **Exhibit I**. In order to allow the District to make any necessary changes to its Preliminary Plans in advance of seeking Village approval of its final plans and specifications for the District Field Improvements as provided in Paragraph III.C.2 of this Agreement, the Village will regularly consult with the District regarding the Village's preparation of its final plans and specifications for the Stormwater Improvements in advance of seeking the District's approval of those plans and specifications as provided in Paragraph 2 of this Subsection.

2. Final Plans. As the Village proceeds with further development and refinement of its final plans and specifications for the Stormwater Improvements and the Village Field Improvements ("**Village Final Plans**"), the Village will provide the School District with the Village Final Plans for the School District's review and comment, along with information on how, if at all, the Village Final Plans may differ from the Village Preliminary Plans. The School District shall provide the Village with any written comments on the Village Final Plans, if any, within 45 days after receipt of the Village Final Plans ("**Comment Deadline**"). The Village shall

consider the School District's comments and make any changes to the Village Final Plans that the Village deems appropriate. The Village will also provide to the School District a written response to the School District's comments ("**Final Village Response**").

3. Approval of Final Plans. On or before the Comment Deadline (if the School District had no written comments) or within 30 days after the Final Village Response (if the School District provided written comments) ("**Approval Deadline**"), the School District shall approve the Village Final Plans in writing ("**District Approval**") so long as the Final Plans are substantially the same as the Village Preliminary Plans with regard to (i) the general characteristics of the Stormwater Improvements, (ii) the general level of the final grading of the Property, (iii) the general location of the Stormwater Improvements, (iv) the height or elevation of the Stormwater Improvements, and (v) the amount of acre feet of storage to be provided by the Stormwater Improvements ("**Final Plan Standards**"). The School District will have the right to disapprove the Village Final Plans ("**District Disapproval**") only on the specific basis that the Final Plans materially fail to satisfy the Final Plan Standards. The Final Plans shall be deemed approved if the School District does not provide the Village with either the District Approval or the District Disapproval on or before the Approval Deadline.

F. Construction Schedule; Field Interruption.

1. Construction Schedule. Prior to Construction Commencement, the Village and the School District will consult and cooperate with each other to agree upon a construction schedule for the construction of the Stormwater Improvements and the Village Field Improvements ("**Village Construction Schedule**"). Once approved in writing by both Parties, which approval shall not be unreasonably withheld, the Village Construction Schedule shall automatically be deemed to be attached to this Agreement as **Exhibit J**. The Village

Construction Schedule will be consistent with the Requirements of Law, including, without limitation, any permits for the project issued by MWRD, the Army Corps of Engineers, or the Illinois Environmental Protection Agency (“**IEPA**”). Construction of the Stormwater Improvements and Village Field Improvements will only commence after District Approval as provided in Paragraph II.E.3 of this Agreement.

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

- commencing on or after July 5, 2019, and completed on or before June 1, 2020
- commencing on or after July 5, 2020, and completed on or before June 1, 2021
- commencing on or after July 5, 2021, and completed on or before June 1, 2022
- commencing on or after July 5, 2022, and completed on or before June 1, 2023

The Village will provide the School District written notice at least 30 days prior to Construction Commencement. During the Construction Period the Village will have exclusive use of the Easement Premises and the School District will be prevented from undertaking use of the Easement Premises for any of the School Purposes except that: (i) the School District may construct the District Field Improvements in accordance with the District Construction Schedule,

as set forth in Paragraph III.D.1 of this Agreement; (ii) the School District shall have the ability to access the remainder of its Property using the access road located on the Easement Premises; provided that School District acknowledges that the access road may not be available at various periods of time during the Construction Period as the Parties shall mutually agree as part of the approval of the Village Construction Schedule; and (iii) the School District's use of the remainder of its Property shall not be restricted during the Construction Period. The Village will manage construction of the Stormwater Improvements and the Village Field Improvements so that the extent and period of disruption to the Easement Premises is of the shortest duration reasonable under the circumstances.

3. School District Costs. Prior to Construction Commencement and subject to receipt of District Approval as provided in Paragraph II.E.3 of this Agreement, the Village will make the following payments to the School District:

- \$225,000 to offset costs incurred by the School District related to the construction of the Stormwater Improvements and interruption of School Uses on the Easements Premises.
- \$54,600 to partially off-set the costs of the District Field Improvements related to restoration of the portion of the Easement Premises utilized for athletic fields.

4. Compliance with Construction Schedule. The construction of the Stormwater Improvements and the Village Field Improvements will be undertaken in accordance with the Requirements of Law and the Village Construction Schedule. In the event that the Village does not complete construction of the Stormwater Improvements and the Village Field Improvements within the applicable Construction Period, the Village will reimburse the School District \$72 per day, which is based on the specific costs that the School District would actually

be required to incur to reschedule events and activities and rental amounts it will forego that have historically taken place on the Easement Premises as of the Effective Date of this Agreement to the extent of the amount of time the Village is either late in completing construction or restores the Easement Premises as provided in Paragraph 5 of this Subsection.

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

Easement Premises within 30 days after the School District provides the Village with a detailed invoice for such costs.

G. Acceptance and Maintenance of Stormwater Improvements and Village Field Improvements. The Village shall have sole responsibility to construct and maintain, at its sole cost, the Stormwater Improvements in accordance with this Agreement and to construct, at its sole cost, the Village Field Improvements in accordance with this Agreement. Within 90 days after substantial completion of the Stormwater Improvements, the Village shall provide the School District as-built construction plans for the Stormwater Improvements. The as-built plans shall include all details about the Stormwater Improvements installed on the Easement Premises. If the School District Superintendent, or the Superintendent's designee, determines that the Stormwater Improvements have been constructed or maintained, or that the Village Field Improvements have been constructed, so that they do not substantially conform to the Village Final Plans, do not provide a level of flood protection for the Property as provided in **Exhibit H** to this Agreement, or that they make impracticable or infeasible the construction and maintenance of the District Field Improvements or otherwise unreasonably interfere with or prevent the School District from continuing to utilize the Property for School Purposes, the Superintendent, or the Superintendent's designee, shall make a written request of the Village that the Stormwater Improvements and/or the Village Field Improvements be repaired or otherwise reconstructed or removed in order to comply with the requirements of this Agreement. Upon receipt of the School District's notice, the Village and the School District shall promptly meet to discuss the issues raised by the School District in order to mutually agree upon a resolution. Unless otherwise agreed by the Parties, the Village will be solely responsible for any costs

incurred in complying with this Subsection, including any actual costs incurred by the School District to the extent such costs result from the Village's failure to comply with this Subsection.

III. District Field Improvements.

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

B. School District Obligations. The School District will construct and maintain the District Field Improvements, if at all, at its sole cost and expense and in compliance with the Requirements of Law. The District Field Improvements will be constructed and maintained so that they do not make impracticable or infeasible the construction and maintenance of the Stormwater Improvements or the Village Field Improvements or otherwise unreasonably interfere with or prevent the Village from utilizing the Easement Premises for Permitted Village Uses and Facilities.

C. Cooperative Development and Review of Plans.

1. Preliminary Plans. The School District has provided the Village, and the Village has reviewed and, by execution and approval of this Agreement and by resolution duly adopted pursuant to the Text Amendment Ordinance as provided in Section III.F of this Agreement, preliminarily approved, the School District's preliminary plans and specifications for the District Field Improvements related to the Property ("***District Preliminary Plans***"). The District Preliminary Plans are attached to this Agreement as ***Exhibit L***.

2. District Final Plans. As the School District proceeds with further development and refinement of its final plans and specifications for the District Field

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

3. Approval of Final Plans. On or before the Village Comment Deadline (if the Village had no written comments) or within 30 days after the Final District Response (if the Village provided written comments) (“***Approval Deadline***”), the Village shall approve the District Final Plans in writing so long as the District Final Plans are substantially the same as the District Preliminary Plans with regard to (i) the general characteristics of the District Field Improvements, (ii) the general level of the final grading of the Property, (iii) the general location of the District Field Improvements, and (iv) the height, elevations, and materials used for the District Field Improvements (“***Final Plan Standards***”). The Village will have the right to disapprove the District Final Plans (“***Village Disapproval***”) only on the specific basis that the Final Plans materially fail to satisfy the Final Plan Standards. The Final Plans shall be deemed approved if the Village does not provide the School District with the Village Approval or the Village Disapproval on or before the Approval Deadline.

D. Construction Schedule.

1. Construction Schedule. Prior to the commencement of construction of the District Field Improvements, the Village and the School District will consult and cooperate with

each other to agree upon a construction schedule for the construction of the District Field Improvements (“***District Construction Schedule***”). Once approved in writing by both parties, which approval shall not be unreasonably withheld, the agreed upon Construction Schedule shall automatically be deemed to be attached to this Agreement as ***Exhibit M***. The District Construction Schedule will be consistent with the Requirements of Law, including, without limitation, any permits for project issued by MWRD, the Army Corps of Engineers, or the IEPA. The District Construction Schedule may coincide with the Stormwater Improvements and the Village Field Improvements, unless otherwise agreed by the Parties. Construction of the District Field Improvements will only commence after Village Approval as provided in Paragraph III.C.3 of this Agreement.

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

E. Acceptance and Maintenance of Field Improvements. The School District shall have sole responsibility to construct and maintain, at its sole cost, the District Field Improvements in accordance with this Agreement. Within 90 days after substantial completion of the District Field Improvements, the School District shall provide the Village as-built construction plans for the District Field Improvements. The as-built plans shall include all details about the District Field Improvements installed on the Property. If the Village Manager, or the Manager’s designee, determines that the District Field Improvements have been constructed or maintained so that they do not substantially conform to the District Final Plans or that they make

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

F. Zoning Approval of District Preliminary Plans. Recognizing the School District's important cooperation with the Village on stormwater matters as provided in this Agreement and the School District's desire for expedited approval of the District Preliminary and Final Plans in order to allow the School District to construct the District Field Improvements in conjunction with the Village's construction of the Stormwater Improvements and the Village Field Improvements, the Village Board, at the time of approval of this Agreement, has adopted a text amendment to the Village Zoning Ordinance in substantially the form attached as **Exhibit N** to this Agreement ("**Text Amendment Ordinance**"). The Text Amendment Ordinance authorizes

the Village Board to conduct the required public hearing and approve the District Preliminary Plans by resolution duly adopted and allows for the construction of the Field Improvements without any further Village Board approvals, subject to Village Approval of the Final Plans as provided in Paragraph III.C.3 of this Agreement. The Village's consideration of the District Final Plans will be governed by the provisions of Subsection III.C of this Agreement. The Village will waive any zoning application fees related to the District Preliminary and Final Plans.

IV. Partnership Credit.

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

V. Indemnification and Insurance.

A. Village Indemnification. To the extent permitted by law, the Village shall indemnify and hold harmless the School District, its Board of Education, and all School District elected and appointed officials, officers, employees, agents, representatives, engineers, architects, and attorneys ("***School District Parties***"), from and against all claims and liability, including reasonable attorneys' fees and costs, that may be asserted at any time by a third party against any of the School District Parties arising out of or in any way connected with the actions or omissions related to planning, construction, operation, and maintenance of the Stormwater Improvements by the Village as provided in this Agreement, the construction of the Village Field

Improvements and any related liens, or any claim related to flooding or damage to surrounding property resulting from the planning, construction, operation, and maintenance of the Stormwater Improvements as provided in this Agreement.

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

C. Village and School District Insurance.

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

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

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

VI. Miscellaneous Provisions.

A. Force Majeure. For purposes of this Agreement, “***Force Majeure***” means a strike, lockout, act of God, or other factor beyond a party’s reasonable control and reasonable ability to remedy; provided, however, that Force Majeure will not include delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Property. For any delay under this Agreement caused by a Force Majeure, the Party delayed will, upon timely written notice to the other Party, be entitled to an extension of the otherwise applicable time for a period of time equal to the delay resulting from the Force Majeure. The delayed Party shall use reasonable commercial efforts to promptly correct any delay in performance.

B. Intentionally omitted.

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

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

E. Termination of Declaration of Covenants. Prior to Construction Commencement, the Declaration shall be terminated as provided in the Easement Agreement.

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

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

H. Relationship of the Parties; No Third-Party Beneficiaries. No employee, volunteer, or agent of one Party shall be considered the employee, volunteer, or agent of the other Party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the School District and the Village. Notwithstanding any provision to the contrary, this Agreement is entered into solely for the benefit of the Parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal

duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the School District or the Village.

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

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

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

To the School District:
Attention: Superintendent
New Trier Township --
High School District No. 203
7 Happ Road
Northfield, Illinois 60093

With a copy to:
Village Attorney
Peter Friedman
Holland & Knight LLP
131 South Dearborn
Chicago, Illinois 60603

With a copy to:
Brian P. Crowley
Franczek P.C.
300 South Wacker
Chicago, Illinois 60606

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

K. Exhibits. Except for Exhibit C, Exhibits A-P are incorporated into and made part of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF WINNETKA By: _____ Its: President Attest: _____ Village Clerk Dated: _____	BOARD OF EDUCATION OF NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT NO. 203, COOK COUNTY, ILLINOIS By: _____ Its: President Attest: _____ Secretary Dated: _____
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List of Exhibits

Exhibit A	Stormwater Management System Opportunities
Exhibit B	Depiction of Property
Exhibit C	Declaration of Covenants
Exhibit D	Easement Agreement
Exhibit E	Stormwater Improvements
Exhibit F	Village Field Improvements
Exhibit G	District Field Improvements
Exhibit H	Performance Standards
Exhibit I	Village Preliminary Plans
Exhibit J	Village Construction Schedule
Exhibit K	Reserved
Exhibit L	District Preliminary Plans
Exhibit M	District Construction Schedule
Exhibit N	Text Amendment Ordinance
Exhibit O	Village Insurance Policies
Exhibit P	School District Insurance Policies

**Due to file size limitations, Exhibits A - P to the IGA are
available for download on the Village website at:
[https://www.villageofwinnetka.org/residents/stormwater-
management/](https://www.villageofwinnetka.org/residents/stormwater-management/)**

NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT 203



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

Re: Understanding regarding Declaration of Covenants and IGA Easement Agreement

Dear President Rintz -

This letter memorializes our understanding of the Village of Winnetka's and the Board of Education of New Trier Township High School District No. 203's commitments regarding the status of the Declaration of Covenants, dated January 31, 1979 (Document No. 24824753) (the "Declaration of Covenants"), should the Village not proceed with the stormwater improvements at Duke Childs Field contemplated by the Intergovernmental Agreement between the Village and the School District (the "IGA"). Specifically, if the IGA terminates prior to the recordation of the easement agreement included in the IGA (the "IGA Easement Agreement") because (i) the Village decides not to proceed with the stormwater improvements or (ii) the Village is unable to proceed for a reason other than the School District's breach of the IGA, the parties agree that they will use good faith and best efforts to negotiate a new easement agreement ("New Easement Agreement") that:

- a. terminates the Declaration of Covenants (no new provision will be added that grants the Village a first right or option to repurchase the property);
- b. maintains the concept of open space for the property;
- c. contemplates, among other things, the presently constructed Village and District improvements existing on Duke Childs Field; and
- d. encourages collaboration on alternative storm water mitigation solutions.

Sincerely,

Cathleen H. Albrecht
President
New Trier High School District 203

Agreed and accepted

Christopher Rintz
President
Village of Winnetka

Dated:_____

385 Winnetka Ave • Winnetka, IL 60093-3411



Agenda Item Executive Summary

Title: Ordinance No. MC-6-2019 & Resolution No. R-59-2019: NTHS Duke Childs Field Zoning Relief (Public Hearing, Introduction, and Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 06/18/2019

Consent: ☐ YES ☒ NO

☒	Ordinance
☒	Resolution
☐	Bid Authorization/Award
☐	Policy Direction
☐	Informational Only

Item History:

None.

Executive Summary:

On June 18, 2019, the Village Council will conduct a public hearing on an application filed by the President and Village Council of the Village of Winnetka to amend Title 17, Zoning of the Winnetka Code of Ordinances to establish a special approval process for public agencies requesting zoning relief in conjunction with Village-initiated stormwater improvement projects, and an application by New Trier School District No. 203 (the "Applicant") as the owner of the property known as Duke Childs Field (the "Subject Property") for improvements to the athletic fields on the Subject Property and other related improvements ("Field Improvements").

Following the public hearing, the Village Council will consider the following approval documents:

- A. Ordinance No. MC-6-2019, An Ordinance Amending Title 17 (Zoning Ordinance) of the Winnetka Municipal Code for Zoning and Other Relief Related to Stormwater Improvements.
- B. Resolution No. R-59-2019, A Resolution Approving a Special Use, Variations and Certificate of Appropriateness Related to Improvement to Duke Childs Field in Conjunction with Village Stormwater Improvements.

Attached is a separate staff report with more details regarding the requested zoning relief.

Recommendation:

The Council is scheduled to hold a public hearing and to consider following items:

- A. Ordinance No. MC-6-2019, An Ordinance Amending Title 17 (Zoning Ordinance) of the Winnetka Municipal Code for Zoning and Other Relief Related to Stormwater Improvements (Consider waiving introduction and adoption, or consider only introduction)
- B. Resolution No. R-59-2019, A Resolution Approving a Special Use, Variations and Certificate of Appropriateness Related to Improvement to Duke Childs Field in Conjunction with Village Stormwater Improvements (Consider adoption)

Attachments:

June 13, 2019, Staff Report

Attachment A: Ordinance No. MC-6-2019

Attachment B: Resolution No. R-59- 2019

Attachment C: Application Materials

Attachment D: Ordinance No. M-510-97, adopted December 16, 1997

Attachment E: Ordinance No. M-12-2002, adopted April 16, 2002



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, DIRECTOR
DATE: JUNE 13, 2019
SUBJECT: NEW TRIER HIGH SCHOOL DISTRICT NO. 203 - DUKE CHILDS FIELD ZONING RELIEF

INTRODUCTION

On June 18, 2019, the Village Council will conduct a public hearing on an application filed by the President and Village Council of the Village of Winnetka to amend Title 17, Zoning of the Winnetka Code of Ordinances to establish a special approval process for public agencies requesting zoning relief in conjunction with Village-initiated stormwater improvement projects, and an application by New Trier School District No. 203 (the "Applicant") as the owner of the property known as Duke Childs Field (the "Subject Property") for improvements to the athletic fields on the Subject Property and other related improvements ("Field Improvements"). Following the public hearing, the Village Council will consider the introduction and adoption of the following items:

- A. Ordinance MC-06-2019, An Ordinance Amending Title 17 (Zoning Ordinance) of the Winnetka Municipal Code for Zoning and Other Relief Related to Stormwater Improvements. (Attachment A)
- B. Resolution R-59-2019, A Resolution Approving a Special Use, Variations and Certificate of Appropriateness Related to Improvement to Duke Childs Field in Conjunction with Village Stormwater Improvements. (Attachment B)

The Applicant requests the following relief related to improvements on the Subject Property:

1. Approval of a **special use permit** to allow the Field Improvements;
2. Approval of a **zoning variation** to allow a front yard setback of 18.67 feet from Hibbard Road, whereas a minimum of 50 feet is required, a variation of 31.33 feet (62.66%) [Section 17.30.050 – Front and Corner Yard Setbacks] to accommodate a parking lot;
3. Approval of a **zoning variation** to allow a front yard setback of 10.5 feet from Hibbard Road, whereas a minimum of 50 feet is required, a variation of 39.5 feet (79%) [Section 17.30.050 – Front and Corner Yard Setbacks] to accommodate a proposed playfield (JV softball), which would replace the existing soccer field;
4. Approval of a **zoning variation** to allow a front yard setback of 21.33 feet from Hibbard Road, whereas a minimum of 50 feet is required, a variation of 28.67 feet (57.34%) [Section 17.30.050 – Front and Corner Yard Setbacks] to accommodate an existing playfield (lacrosse field);
5. Approval of a **zoning variation** to allow backstop netting at the varsity baseball field at a height of 50 feet, whereas a maximum of 35 feet is permitted, a variation of 15 feet (42.86%) [Section 17.30.080 – Height of Buildings and Structures]; and

6. Approval of a **certificate of appropriateness** for the proposed Field Improvements.

A sign has been posted on the Subject Property indicating the time and date of the public hearings. A mailed notice has been sent to property owners within 250 feet in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Current* on May 30, 2019. As of the date of this memo, staff has not received any written comment from the public regarding these applications.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 15 acres in size, is located at the northwest corner of Willow Road and Hibbard Road and contains existing playfields for New Trier High School. Figures 2, 3 4, and 5 on the following pages identify the Subject Property.

The Comprehensive Plan designates the Subject Property as appropriate for “Park/Open Space” uses. The property is zoned R-2 Single Family Residential, and it is bordered by R-2 Single Family Residential to the north, south and west, and R-5 Single Family Residential to the east (represented on Figure 1).

In addition to single-family residential uses, the R-2 District allows a limited range of additional uses by Special Use Permit. Allowed Special Uses in the R-2 District include (a) church or temple; (b) public school, elementary and high, or private school having a curriculum equivalent to a public elementary school, public high school or public institution of higher learning; and (c) library.

The Applicant’s use of the Subject Property as playfields for a high school is generally consistent with the Comprehensive Plan land use designation and the R-2 zoning district.

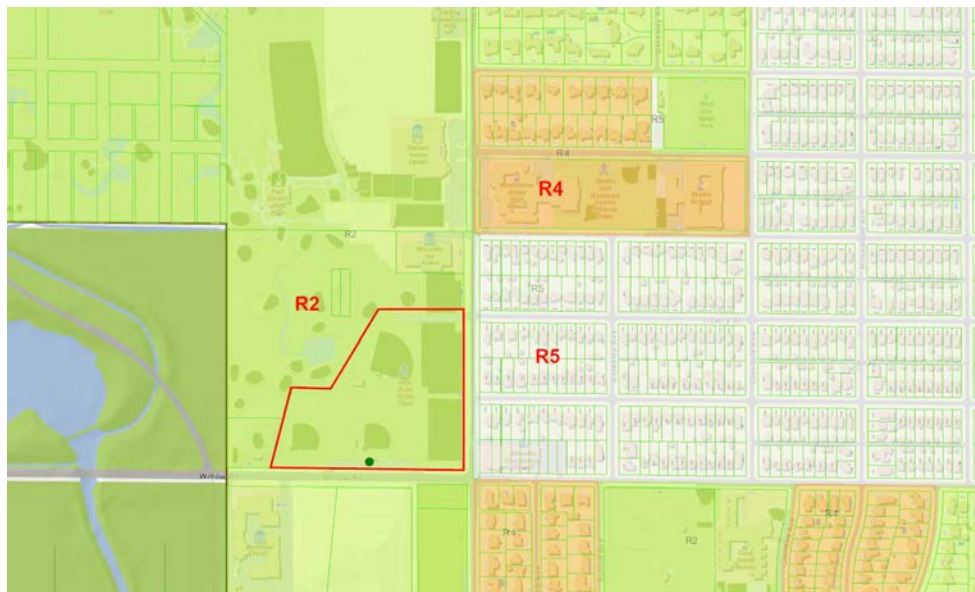


Figure 1 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

There are three previous zoning cases on file for the Subject Property:

1. Ordinance M-510-97 was adopted in December 1997 by the Village Council, granting a Special Use Permit to allow the replacement of ballfield fencing, the scoreboard, and four existing dugouts, as well as the construction of two additional dugouts for existing baseball and softball fields (Attachment D);

2. Ordinance M-12-2002 was adopted in April 2002 by the Village Council, granting a Special Use Permit to allow the replacement of four existing dugouts. (The dugouts approved by Ordinance M-510-97 were never built) (Attachment E);
3. In 2013 the Applicant submitted, and subsequently withdrew, an application for a special use permit and a zoning variation to allow the installation of backstop netting at the varsity baseball field at a height of 50 feet.



Figure 2 – Aerial Map



Figure 3 – Varsity Baseball Field



Figure 4 – Existing Varsity Baseball Chain-link Backstop to Be Replaced



Existing chain-link
fence surrounding
property to be
replaced

Figure 5 – Duke Childs Field looking southwest

PROPOSED PLAN

The Field Improvements would not change the existing use of the site. Rather the improvements are focused on replacement of equipment and improving safety. The Field Improvements include the following:

- Asphalt parking lot and access road on the north and west portion of the Subject Property. The parking lot would accommodate 107 parking spaces with landscape peninsulas;
- Junior varsity (JV) softball field, which would replace the existing soccer field;
- Existing maintenance building would be replaced with a new maintenance building that would provide locker rooms and accessible public restrooms;
- Sidewalk connection at Cherry Street and Hibbard Road that would connect to pedestrian access throughout the site;
- Three non-illuminated ground signs would be added to identify the site;
- Black-vinyl coated chain-link fence surrounding the outer limits of the Subject Property;
- Outfield fencing would be added or replaced throughout the site;
- A total of four dugouts would be added; two for the JV baseball field and two for the JV softball field. These dugouts would consist of black-vinyl coated chain-link fencing on concrete pads with dark green shade structures;
- Synthetic turf would be added for the following:
 - Entire varsity softball field (infield and outfield);
 - Varsity baseball infield;
 - Batting complex (consisting for four batting cages);
 - Bullpens for both varsity fields
- Stadium seating behind home plate of varsity baseball field;
- 18-foot high black vinyl-coated chain-link clamshell style backstop would be added to the JV softball field. The existing 18-foot high clamshell style backstop at the JV baseball field would be repainted and new black vinyl-coated chain-link would be added to the existing frame;
- Backstop netting 35 feet in height to end of dugouts for varsity softball field;
- Backstop netting 50 feet in height to end of first and third bases for varsity baseball field.

The existing soccer field, which would be replaced with a JV softball field, and the existing lacrosse field, are both located within the front yard along Hibbard Road. Figure 6 on the following page is an excerpt of the site plan illustrating the location of the proposed JV softball field and the existing lacrosse field, as well as the proposed parking lot, all of which are located within the required 50-foot front yard along Hibbard Road.

The proposed improvements comply with the maximum permitted impermeable lot coverage; this includes the areas where synthetic turf is being added. It should also be noted that lighting is not proposed.

Photos of the existing equipment and facilities as well as the proposed improvements are included in the plans provided by the Applicant and are included in Exhibit B of Resolution R-59-2019 (Attachment B). In addition to the photos and plans, the Applicant has provided a narrative description of the proposed plans, which is included in Attachment C.

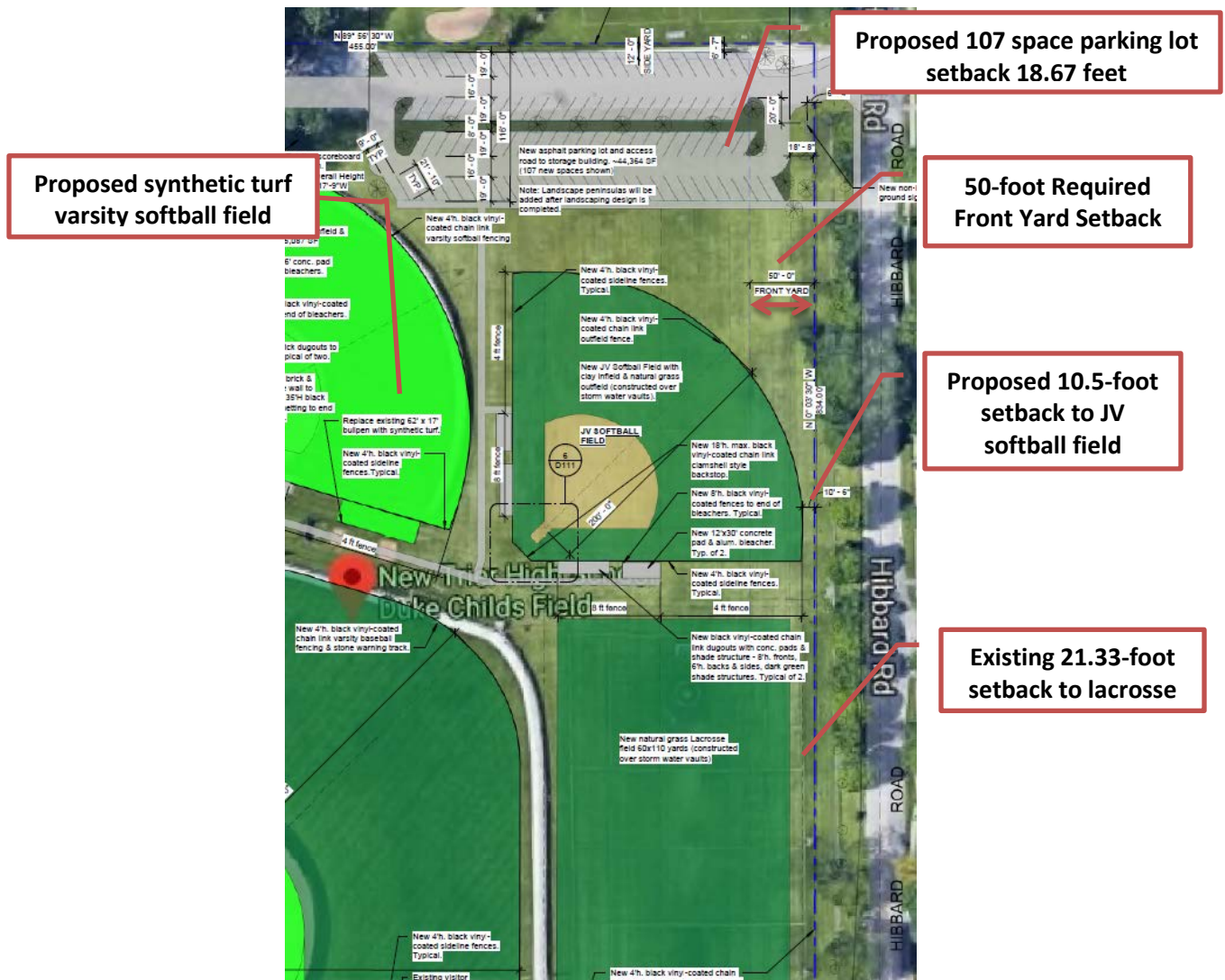


Figure 6 – Excerpt of Site Plan

NECESSARY ZONING RELIEF AND CERTIFICATE OF APPROPRIATENESS

Zoning Ordinance Text Amendment.

The draft ordinance before the Village Council for its consideration establishes a special approval process for property improvement projects that a cooperating public agency proposes to undertake in conjunction with the Village's construction of stormwater improvements on that public agency's property. Under such situations, the draft ordinance allows the Village Council to approve any applicable zoning relief, (e.g. special use, variations, etc.) and other relief (e.g. certificates of appropriateness) without first receiving recommendations from its advisory bodies. The rationale behind this approach is that the Village Council has been in significant negotiations with other public entities, including the New Trier School District Board, regarding the use of their properties for the Village's proposed major stormwater improvement projects. Given the Village Council's involvement the thought is that the Village Council should have the authority, without the review and

recommendations of the applicable advisory bodies, to approve the necessary zoning and design review relief.

Special Use Permit & Variations

Athletics fields associated with a public high school are only allowed in the R-2 District by special use permit approval. As previously stated the Applicant is proposing improvements to the existing athletic fields on the Subject Property. In the attached application materials submitted by the Applicant, the Applicant has provided a statement of justification regarding how the requested use meets the following standards for granting the requested special use permit:

1. That the establishment, maintenance and operation of the special use will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare;
2. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion in the public ways;
5. That adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the special use exist or are to be provided; and
6. That the special use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes.

Variations are being requested to allow improvements to two existing playfields and to add a parking lot within the minimum required front yard setback along Hibbard Road. The existing soccer field, located north of the existing lacrosse field, would be replaced with a JV softball field. The proposed JV softball field would have 4-foot high outfield fencing, which would provide a setback of 10.5 feet, whereas a minimum setback of 50 feet is required. The existing lacrosse field is setback 21.33 feet and would remain in the same location. The proposed parking lot would provide a setback of 18.67 feet, whereas a minimum setback of 50 feet is also required.

Lastly, a variation is being requested to allow the proposed 50-foot high backstop netting at the varsity baseball field, whereas a maximum height of 35 feet is required. The netting would extend 50 feet in length behind home plate and 100 feet to the end of first base and 100 feet to the end of third base, for an aggregate length of 250 feet of backstop netting at a height of 50 feet.

In the attached application materials submitted by the Applicant, the Applicant has provided a statement of justification regarding how the requested variations meet the following zoning variation standards that the Village Council uses to evaluate variation requests:

"...upon finding that the variation requested is in harmony with the general purpose and intent of the Zoning Ordinance and in accordance with general or specific rules contained in this chapter, and upon finding that there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of the provisions or regulations of the Zoning Ordinance..."

Certificate of Appropriateness.

The proposed Field Improvements do require approval of a Certificate of Appropriateness. The following are the primary improvements to focus on when considering the Certificate of Appropriateness:

- Parking lot and related landscaping;
- New maintenance building;
- Site fencing, outfield fencing, backstop netting, and other athletic field amenities; and
- Three non-illuminated ground signs.

The proposed Field Improvements are typical of what is found on athletic fields associated with a high school.

When considering a certificate of appropriateness, the Village Codes states that the following issues should be considered:

- 1) whether the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;
- 2) whether the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;
- 3) whether the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board (Note: the Village's Design Guidelines were created for the Village's three business districts and their surroundings and are not necessarily applicable in this situation); and
- 4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.

In reviewing the certificate of appropriateness for the Applicant's proposed improvements, the Council will want to consider these issues.

RECOMMENDATION

At the June 18 Village Council meeting, the Council is scheduled to hold a public hearing and consider introduction and adoption of the following items:

- A. Ordinance MC-06-2019, An Ordinance Amending Title 17 (Zoning Ordinance) of the Winnetka Municipal Code for Zoning and Other Relief Related to Stormwater Improvements.
- B. Resolution R-59-2019, A Resolution Approving a Special Use, Variations and Certificate of Appropriateness Related to Improvements to Duke Childs Field in Conjunction with Village Stormwater Improvements.

ATTACHMENTS

Attachment A: Ordinance MC-06-2019

Attachment B: Resolution R-59-2019

Attachment C: Application Materials (see Exhibit B in Resolution R-59-2019 for plan sheets)

Attachment D: Ordinance M-510-97, adopted December 16, 1997

Attachment E: Ordinance M-12-2002, adopted April 16, 2002

ATTACHMENT A

ORDINANCE NO. MC-06-2019

AN ORDINANCE AMENDING TITLE 17 (ZONING ORDINANCE) OF THE WINNETKA MUNICIPAL CODE FOR ZONING AND OTHER RELIEF RELATED TO STORMWATER IMPROVEMENTS

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

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

WHEREAS, in addition to the part of the stormwater project to be constructed on District property north of Winnetka Avenue and west of Hibbard Road, the Village has determined that the remaining stormwater storage, conveyance, and water quality improvements for the Village stormwater project necessary to provide flood relief ("***Village Stormwater Improvements***") must be constructed, in part, on existing open spaces currently owned by New Trier Township High School District No. 203 ("***School District***") and known as the Duke Childs Field at the northwest corner of Willow Road and Hibbard Road in the Village ("***School District Property***"); and

WHEREAS, concurrently with the adoption of this Ordinance, the Village is entering into an intergovernmental agreement with the School District ("***IGA***") in order to comply with the MOU and to ensure a level of cooperation and coordination necessary to maximize flood relief for impacted homes and property and to enhance the facilities on the School District Property; and

WHEREAS, the Village Council has determined that it is appropriate to amend Title 17 of the Winnetka Municipal Code ("***Zoning Ordinance***") to provide a special zoning review and approval process for the improvement project that the School District intends to undertake at the School District Property in conjunction with the construction of the Village Stormwater Improvements and as provided in the IGA ("***Proposed Amendments***"); and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Code, on June 18, 2019, after due notice thereof, the Village Council held a public hearing to consider the Proposed Amendments; and

WHEREAS, the Village Board has determined that adoption of the Proposed Amendments, as set forth in this Ordinance, will serve and be in the best interest of the Village;

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

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this

Section as the findings of the Village Council, as if fully set forth herein.

SECTION 2: ZONING AND OTHER RELIEF RELATED TO STORMWATER IMPROVEMENTS. Title 17, titled “Zoning,” of the Winnetka Municipal Code, is hereby amended by adding a new Chapter 17.76 which new Chapter 17.76 shall be and read as follows:

“Chapter 17.76
Zoning And Other Relief Related to Stormwater Improvements

Sections:

- 17.76.010 Applicability
- 17.76.020 Special Zoning and Other Relief Procedures

Section 17.76.010 Applicability

This Chapter 17.76 and the special procedures set forth in Section 17.76.020 shall only apply to requests for zoning and other relief required to be approved by the Village Council and filed by a public agency serving all or part of the Village of Winnetka that has entered into an intergovernmental agreement with the Village related to the Village’s construction of stormwater improvements (“**Cooperating Public Agency**”).

Section 17.76.020 Special Zoning and Other Relief Procedures

A. Form of Approval. Notwithstanding anything to the contrary set forth in this Code, relief required under Chapter 15.40 (Certificate of Appropriateness of Design), Chapter 17.56 (special uses), Chapter 17.58 (planned developments), Chapter 17.60 (variations), and Section 17.72.040 (amendments) (“**Applicable Zoning and Other Relief**”) for property improvement projects that a Cooperating Public Agency proposes to undertake in conjunction with the Village’s construction of stormwater improvements (“**Stormwater Related Projects**”), may be granted by the Village Council by resolution duly adopted. The Village Council may include in any resolution approving Applicable Zoning and Other Relief for a Stormwater Related Project, such stipulations, conditions or restrictions as it deems necessary to protect the public health, safety, comfort, morals or general welfare and not inconsistent with the applicable intergovernmental agreement.

B. Public Hearings and Notice. The Village Council shall be the Village body to conduct all public hearings on the Applicable Zoning and Other Relief for Stormwater Related Projects under this Section. All otherwise required public notices related to the Applicable Zoning and Other Relief for any Stormwater Related Project, including, without limitation, notice publication, notice posting, notice mailing, and website notice, shall continue to apply.”

SECTION 3: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this ____ of _____, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2019.

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 _____,
2019.

Introduced: _____, 2019

Passed and Approved: _____, 2019

ATTACHMENT B

RESOLUTION NO. R-59-2019

A RESOLUTION APPROVING A SPECIAL USE, VARIATIONS, AND CERTIFICATE OF APPROPRIATENESS RELATED TO IMPROVEMENTS AT DUKE CHILDS FIELD IN CONJUNCTION WITH VILLAGE STORMWATER IMPROVEMENTS

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

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

WHEREAS, in addition to the part of the stormwater project to be constructed on District property north of Winnetka Avenue and west of Hibbard Road, the Village has determined that the remaining stormwater storage, conveyance, and water quality improvements for the Village stormwater project necessary to provide flood relief ("**Village Stormwater Improvements**") must be constructed, in part, on existing open spaces currently owned by New Trier Township High School District No. 203 ("**School District**") and known as the Duke Childs Field at the northwest corner of Willow Road and Hibbard Road in the Village, and as depicted on **Exhibit A** to this Resolution ("**Property**"); and

WHEREAS, the School District has for some time desired to reconfigure the athletic fields on the Property and add other related improvements ("**Field Improvements**"); and

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

WHEREAS, pursuant to Resolution No. R-58-2019, the Village has approved an intergovernmental cooperation agreement with the School District ("**IGA**") in order to comply with the MOU and to ensure a level of cooperation and coordination necessary to maximize flood relief for impacted homes and property and to enhance the facilities on the School District Property; and

WHEREAS, pursuant to the IGA, the Village has agreed to approve the School District's preliminary plans and specifications for the Field Improvements, which Plans are attached to this Resolution as **Exhibit B** ("**School District Plans**"); and

WHEREAS, pursuant to the IGA, the School District has requested the required variations, special use permit, and certificate of appropriateness to allow the Field Improvements to be constructed on the Property pursuant to the School District Plans ("**Zoning and Other Required Relief**"); and

WHEREAS, pursuant to the IGA, the Village Council has adopted Ordinance No. MC-06-2019, amending Title 17 of the Winnetka Municipal Code ("**Zoning Ordinance**") to provide

a special zoning review and approval process for the School District Plans for the Field Improvements; and

WHEREAS, pursuant to the applicable provisions of the Zoning Ordinance and the Winnetka Municipal Code, on June 18, 2019, after due and required notice thereof, the Village Council held a public hearing to consider the Zoning and Other Required Relief for the Field Improvements and the School District Plans; and

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

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

WHEREAS, the Village Council has further determined that issuance of the required certificate of appropriateness satisfies the applicable standards set forth in Section 15.40.010 of the Winnetka Municipal Code; and

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

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

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

SECTION 2: APPROVAL OF SPECIAL USE PERMIT. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in the intergovernmental cooperation agreement between the Village and the School District as approved pursuant to Resolution No. R-58-2019 (“IGA”), a Special Use Permit is hereby granted to allow construction of the Field Improvements in accordance with the School District Plans and the “District Final Plans” as defined in and approved in accordance with the IGA, pursuant to Chapter 17.56 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in the IGA, the following variations are granted to allow construction of the Field Improvements in accordance with the School District Plans and the “District Final Plans” as defined in and approved in accordance with the IGA, pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village:

A. To reduce the minimum front yard setback from 50 feet to 18'-8" to accommodate the parking lot along Hibbard Road;

B. To reduce the minimum front yard setback from 50 feet to 10'-6" to accommodate the proposed JV softball field, which replaces the existing soccer field, along Hibbard Road;

C. To reduce the minimum front yard setback from 50 feet to 21'-4" to accommodate an existing playfield (the lacrosse field) along Hibbard Road; and

D. To increase the maximum height allowed from 35 feet to 50 feet to accommodate backstop netting at the varsity baseball field.

SECTION 4: APPROVAL OF CERTIFICATE OF APPROPRIATENESS.

Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in the IGA, a Certificate of Appropriateness is hereby issued to allow construction of the Field Improvements in accordance with the School District Plans and the "District Final Plans" as defined in and approved in accordance with the IGA, pursuant to Section 15.40.010 of the Winnetka Municipal Code and the home rule powers of the Village.

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

SECTION 6: EFFECTIVE DATE.

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

ADOPTED this 18th day of June, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed: _____

Village President

Countersigned: _____

Village Clerk

EXHIBIT A

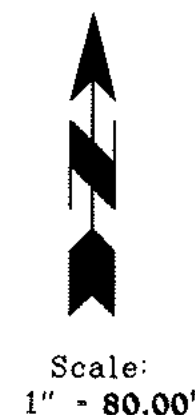
DEPICTION OF PROPERTY

(SEE ATTACHED EXHIBIT A)

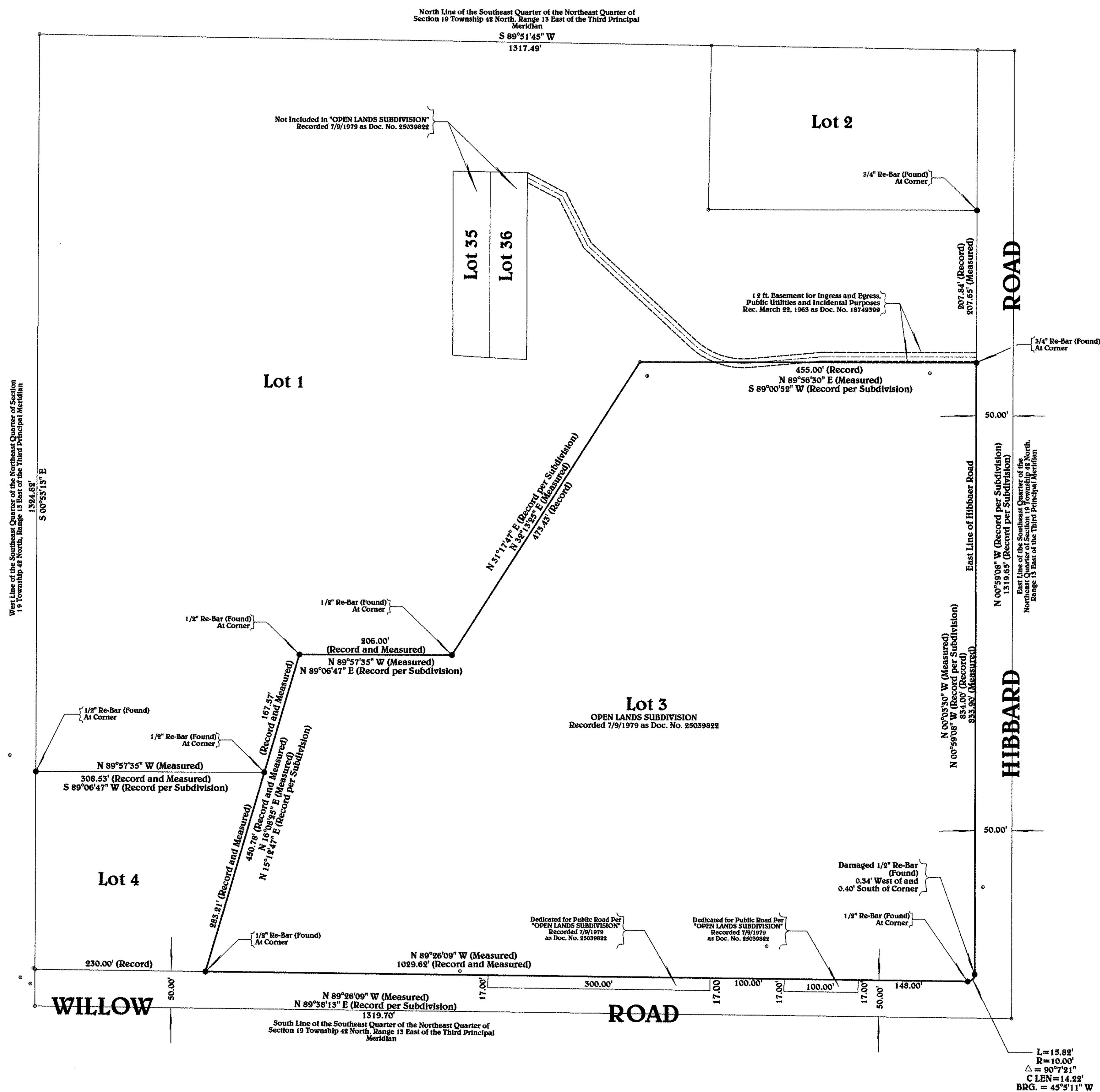
PLAT OF SURVEY

LEGAL DESCRIPTION

LOT 3 IN "OPEN LANDS SUBDIVISION". A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 9, 1979 AS DOC. NO. 25039822, IN COOK COUNTY, ILLINOIS.



NOTE:
"MEASURED" BEARINGS SHOWN HEREON ARE WITH REFERENCE TO GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM.
"RECORD" BEARINGS ARE AS SHOWN ON THE RECORDED "OPEN LANDS SUBDIVISION". NO TITLE REPORT WAS SUPPLIED FOR THIS SURVEY.



Notes:

1. This plat is subject to the conditions and restrictions as shown on the title insurance policy. A copy of a current title insurance policy should be obtained when using this plat.
2. All survey points should be compared on the ground and with one another before building by same and any discrepancies be reported immediately to this firm.
3. No dimensions or angles hereon to be assumed by scaling. Distances noted hereon are in feet and decimal parts thereof.
4. Any information relative to utilities or elevations hereon are taken from available records, unless otherwise noted.
5. Easement shown hereon are plotted per the Subdivision document No. 25039822 and as referenced in title commitment No. 18012810SK. Commitment Date July 16, 2018.

DANIEL CREANEY COMPANY
CONSULTING CIVIL ENGINEERS
450 SKOKIE BLVD. SUITE 105
NORTHBROOK, ILLINOIS
(847) 480 - 5757
FAX (847) 480 - 7209

BOOK: _____

JOB NO.: **7716**

Date: **March 27, 2018**

Sheet No.

1 of 1

REVISION: EASEMENT ADDED 8-7-2018

STATE OF ILLINOIS SS
COUNTY OF COOK

I, Jeffrey D. Carlson, do hereby certify that I, have surveyed the property as described in the above caption and that the Plat hereon drawn is a correct representation of said survey.

I further state that this professional service conforms to current Illinois minimum standards for a boundary survey. The work was performed for _____, and the field work was completed on _____.

Northbrook, Illinois _____

Jeffrey D. Carlson
Illinois Professional Land Surveyor No. 2538

My license expires November 30, 2018



EXHIBIT B

SCHOOL DISTRICT PLANS
(SEE ATTACHED EXHIBIT B)

Project Name:

Duke Childs Field Renovations

Architect's Project Number: CSG691

Owner:

New Trier Township High School District 203

385 Winnetka Avenue
Winnetka, Illinois 60093

Locations:

Duke Childs Field

1321 Willow Road
Winnetka, Illinois 60093

Issue:

Village of Winnetka Zoning & Land Use Relief Special Use Submittal June 7, 2019



Civil Engineer:

Eriksson Engineering Assoc., LTD.601 W Randolph Street, Suite 500
Chicago, IL 60661
tel: 312-219-8859 Cell: 847-767-8273

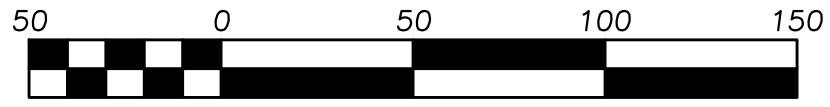
Architect:

**Cashman Stahler Group, Inc.**1910 S. Highland Avenue, Suite 310
Lombard, Illinois 60148
630-889-8800 www.cashmanstaher.com

Landscape Architect

The Lakota Group116 West Illinois St., Floor 7
Chicago, IL 60654

P: 312.467.5445 www.thelakotagroup.com



EXISTING		PROPOSED
	Manhole	
	Catch Basin	
	Inlet	
	Area Drain	
	Storm Sewer	
	Sanitary Sewer	
	Water Main	
	Gas Line	
	Overhead Wires	
	Electrical Cable (Buried)	
	Telephone Line	
	Fire Hydrant	
	Valve Vault	
	Buffalo Box	
	Gas Meter	
	Light Pole	
	Utility Pole	
	Sign	
	Fence	
	Accessible Parking Stall	
	Curb & Gutter	
	Depressed Curb	
	Curb Elevation	
	Gutter Elevation	
	Pavement Elevation	
	Sidewalk Elevation	
	Ground Elevation	
	Swale	
	Contour Line	
	Deciduous Tree	
	Coniferous Tree	
	Brushline	
	Tree Protection Fencing at Drip Line	

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6. No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Erikson Engineering Associates, Ltd.
7. The Engineer is Furnishing These Drawings For Construction Purposes. A Consent From The Owner, Architect, Surveyor, or Contractor, Prior To The Use Of These Drawings For Construction Purposes, The User Of This Means To Verify All Dimensions and Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items, if Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
8. Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor To The Owner, Engineer, and The Authorities Having Jurisdiction Which Shall Include as a Minimum All Elevation Basins and Best Management Practices, Including All Storm and Sanitary Sewers, Structure Locations, Pipes, Pits and Manholes, Elevation, Structure Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.
9. The Illinois Department of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.

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SITE PLAN OVERALL

C100



EMAIL: INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2021

NEW TRIER TOWNSHIP H.S.
DUKE CHILDS FIELD
WILLOW ROAD & HIBBARD ROAD
WINNETKA, ILLINOIS

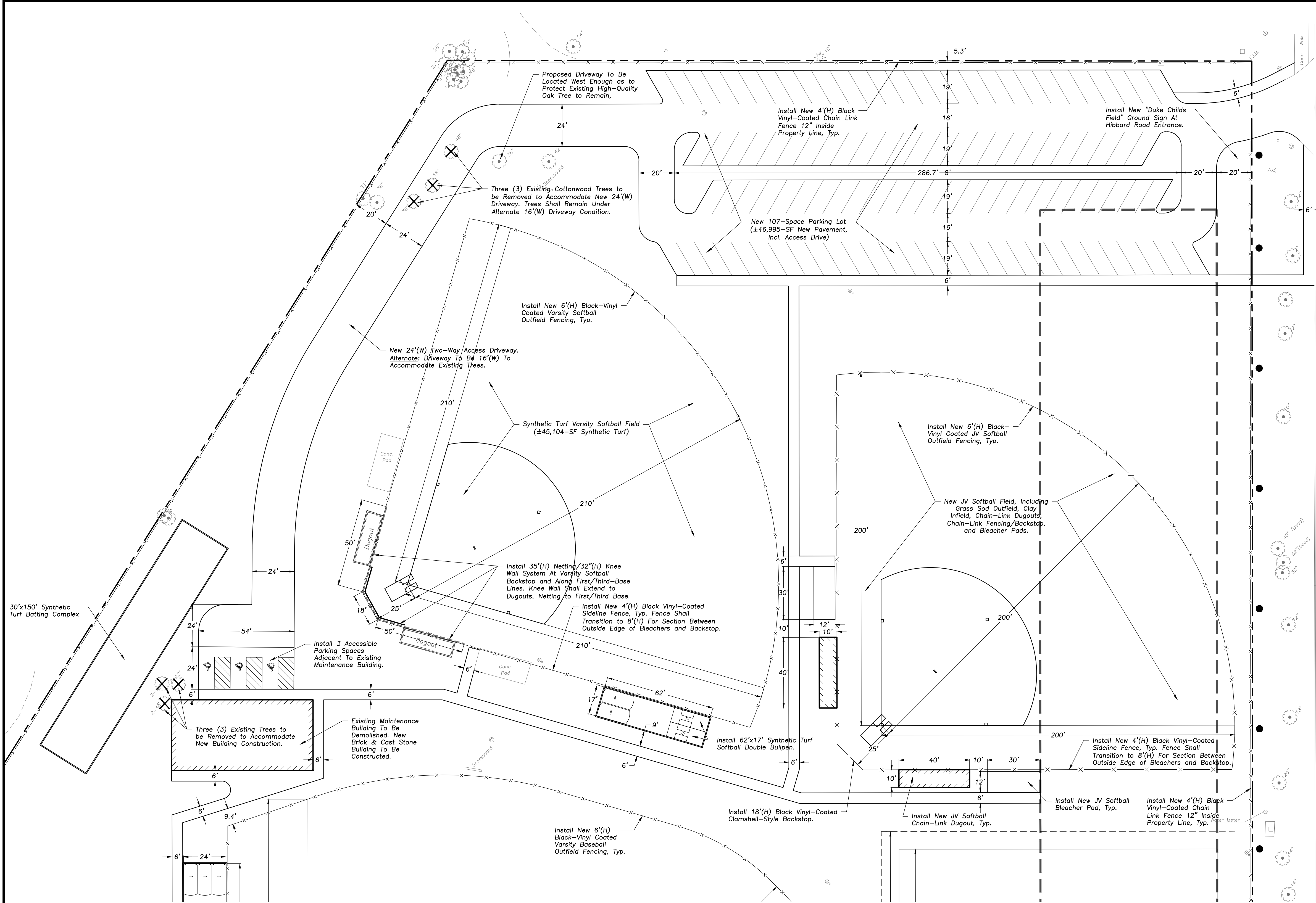
No.	Date	Description
	06/07/19	Concept Q Geometry & Grading

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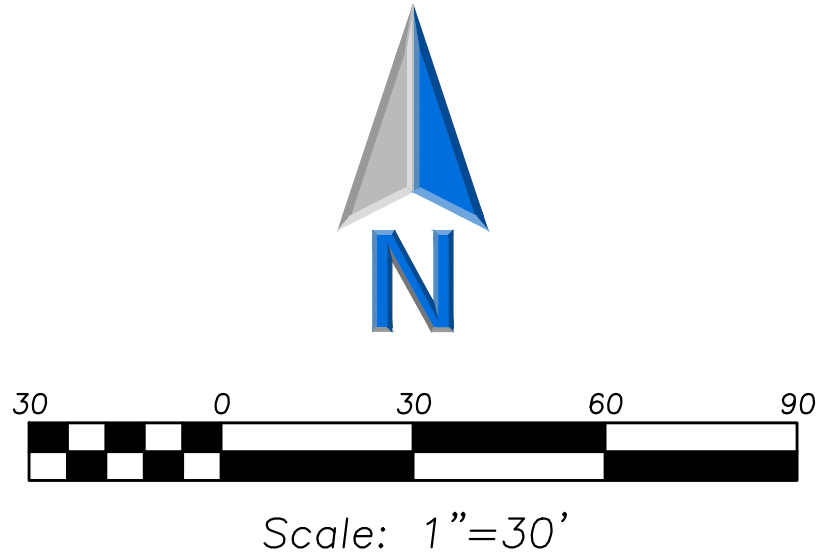
SITE PLAN OVERALL

C100

EEA - P:\Aaron\Cashman Stahler Group - New Trier Duke Childs Field Improvements\Drawings\Duke Childs Field Siteplan.dwg
Plotted: 6/07/19 @ 2:35pm By: abrunder



HIBBARD ROAD



LEGEND	
EXISTING	PROPOSED

GENERAL NOTES

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**ERIKSSON
ENGINEERING
ASSOCIATES, LTD.**

145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
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FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2021

**NEW TRIER TOWNSHIP H.S.
DUKE CHILDS FIELD**
WILLOW ROAD & HIBBARD ROAD
WINNETKA, ILLINOIS

Reserved for Seal:

No.	Date	Description
	06/07/19	Concept Q Geometry & Grading

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Design By:	Approved By:	Date:
AB	KC/TH	06/07/19

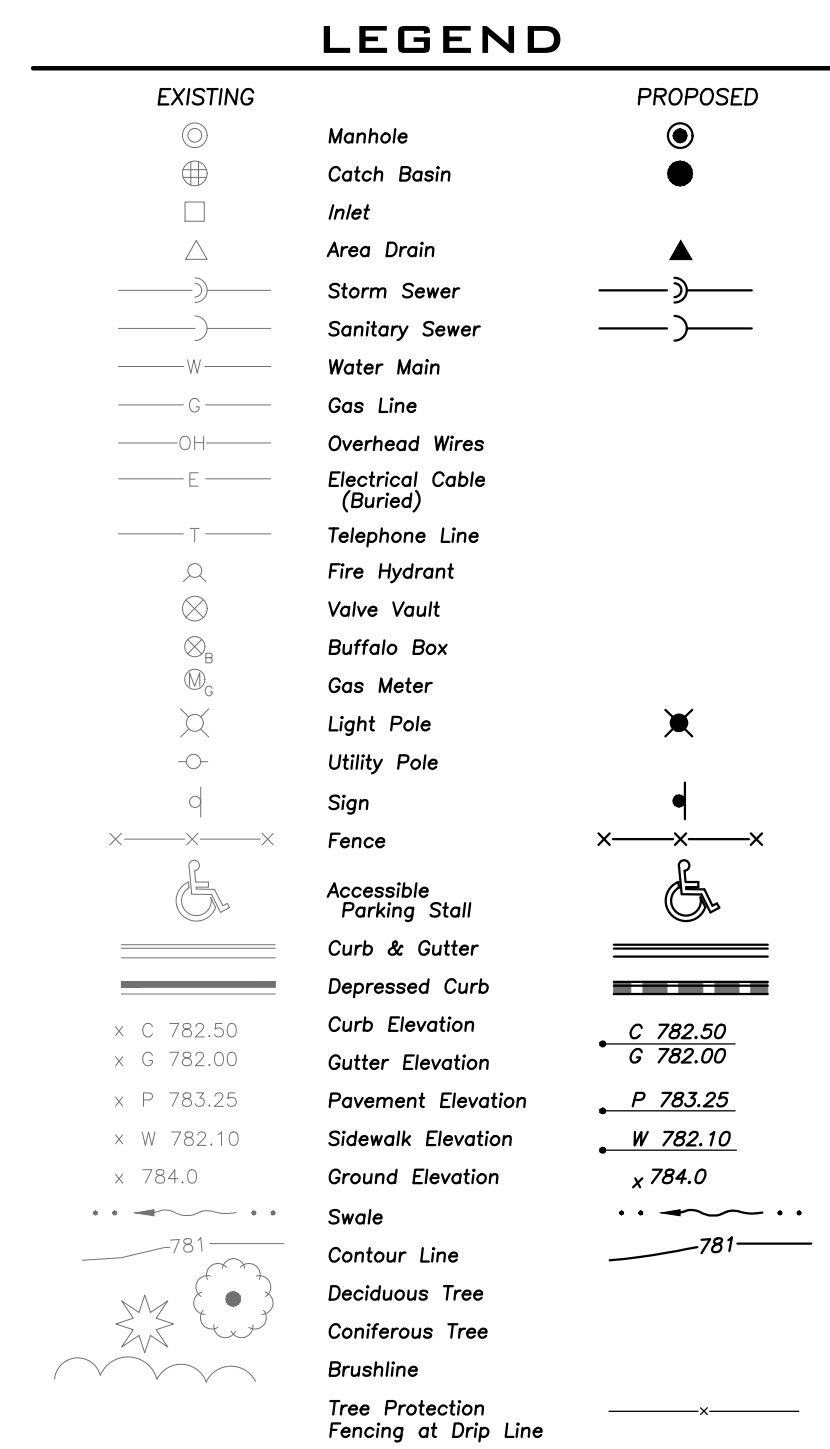
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**SITE GEOMETRY
PLAN (NORTH)**

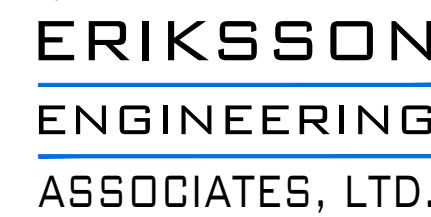
Sheet No:

C201

PRELIMINARY - NOT FOR CONSTRUCTION



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7. The Engineer is Furnishing These Drawings For Construction Use Only As A Current Reference. The Engineer, Consultant, Surveyor, or Contractor, Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
8. Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The American Roving Surveying and Mapping Association's As A Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Structures, Structure Sizes, Slopes, Etc., And All Detention Basins, Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.
9. The Illinois Department of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereunder, Shall Govern The Existing And Paving Work Under This Contract Unless Noted Otherwise.



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NEW TRIER TOWNSHIP H.S.
DUKE CHILDS FIELD
WILLOW ROAD & HIBBARD ROAD
WINNETKA, ILLINOIS

Reserved for Seal:

[illegible]

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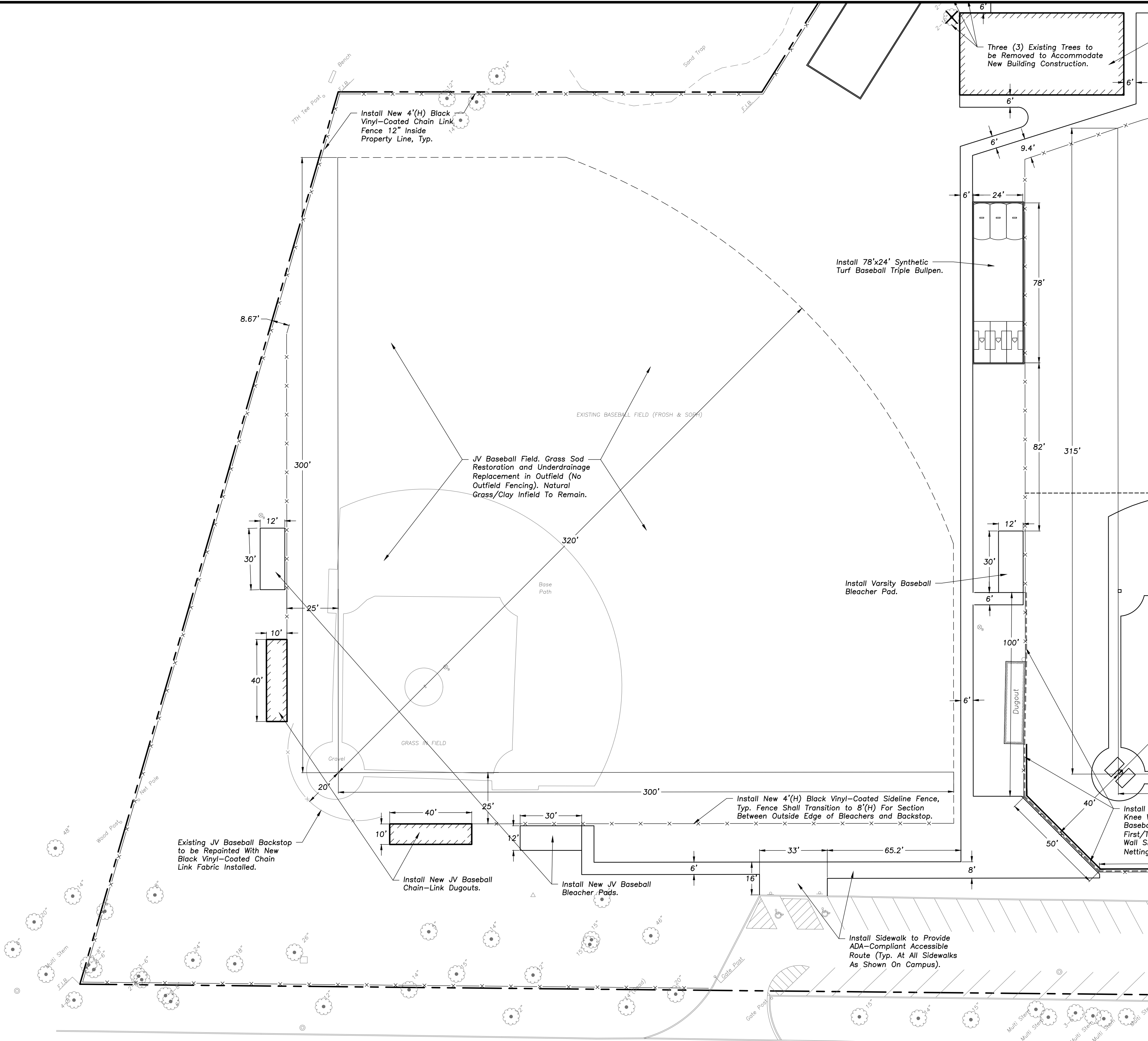
Design By: AB	Approved By: KC/TH	Date: 06/07/19
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Sheet Title:

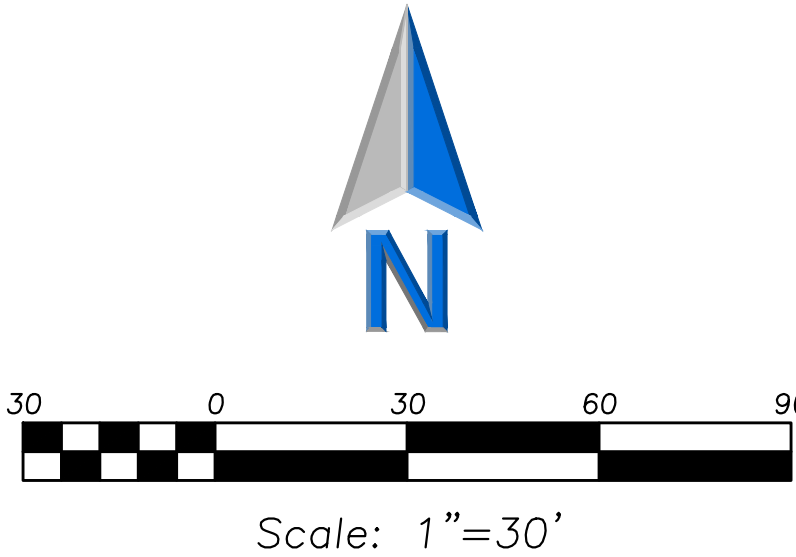
SITE GEOMETRY PLAN (EAST)

Sheet No:

C202



WILLOW ROAD



EXISTING		PROPOSED
	Manhole	
	Catch Basin	
	Inlet	
	Area Drain	
	Storm Sewer	
	Sanitary Sewer	
	Water Main	
	Gas Line	
	Overhead Wires	
	Electrical Cable (Buried)	
	Telephone Line	
	Fire Hydrant	
	Valve Vault	
	Buffalo Box	
	Gas Meter	
	Light Pole	
	Utility Pole	
	Sign	
	Fence	
	Accessible Parking Stall	
	Curb & Gutter	
	Depressed Curb	
	Curb Elevation	
	Gutter Elevation	
	Pavement Elevation	
	Sidewalk Elevation	
	Ground Elevation	
	Swale	
	Contour Line	
	Deciduous Tree	
	Coniferous Tree	
	Brushline	
	Tree Protection Fencing at Drip Line	

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No.	Date	Description
	06/07/19	Concept Q Geometry & Grading

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Design By: AB	Approved By: KC/TH	Date: 06/07/19
------------------	-----------------------	-------------------

Sheet Title:

SITE GEOMETRY PLAN (WEST)

Sheet No: _____

C203

50-Year Storm Inundation Area
On-Site Area That Would Be Inundated As A Result of 50-Year Storm Event, Based on Modeling Data Presented By Village of Winnetka/Strand Associates.

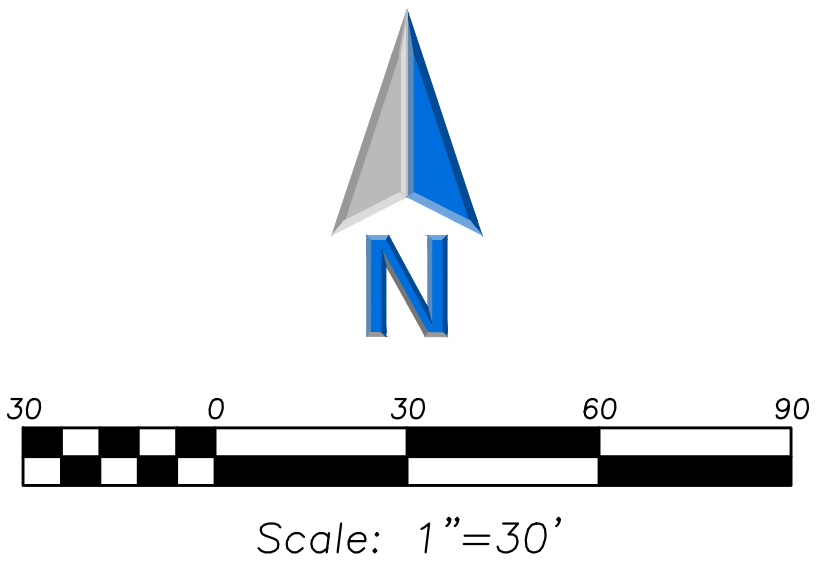
50-Year High Water Elevation = 620.66
Calculated Drawdown Time = 3 to 4 Hours

100-Year Storm Inundation Area
On-Site Area That Would Be Inundated As A Result of 100-Year Storm Event, Based on Modeling Data Presented By Village of Winnetka/Strand Associates.

100-Year High Water Elevation = 621.32
Calculated Drawdown Time = 8 to 10 Hours

500-Year Storm Inundation Area (Estimated)
On-Site Area That Would Be Inundated As A Result of 500-Year Storm Event, Based on Extrapolation of 50/100-Year Storm Modeling Data Presented By Village of Winnetka/Strand Associates.

Estimated 500-Year High Water Elevation = ± 622.00
Estimated Drawdown Time > 8 to 10 Hours



LEGEND

	Proposed
	Manhole
	Catch Basin
	Inlet
	Area Drain
	Storm Sewer
	Sanitary Sewer
	Water Main
	Gas Line
	Overhead Wires
	Electrical Cable (Buried)
	Telephone Line
	Fire Hydrant
	Valve Vault
	Buffalo Box
	Gas Meter
	Light Pole
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	Sign
	Fence
	Accessible Parking Stall
	Curb & Gutter
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8. Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The Authorities Having Jurisdiction Which Shall Include as A Minimum All Detention Basins and Best Management Practices, including All Detention Basins, Sewers, Detention Structures, Sizes, Rim and Invert Elevations, and Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.
9. The Illinois Department of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.

No.	Date	Description
	06/07/19	Concept Q Geometry & Grading

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Design By: AB	Approved By: KC/TH	Date: 06/07/19

Sheet Title:

**SITE GRADING
PLAN (NORTH)**

Sheet No:

C301



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ASSOCIATES, LTD.

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EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2021

NEW TRIER TOWNSHIP H.S.
DUKE CHILDS FIELD
WILLOW ROAD & HIBBARD ROAD
WINNETKA, ILLINOIS

Reserved for Seal:

50-Year Storm Inundation Area
 On-Site Area That Would Be Inundated As A Result of 50-Year Storm Event, Based on Modeling Data Presented By Village of Winnetka/Strand Associates.

50-Year High Water Elevation = 620.66
 Calculated Drawdown Time = 3 to 4 Hours

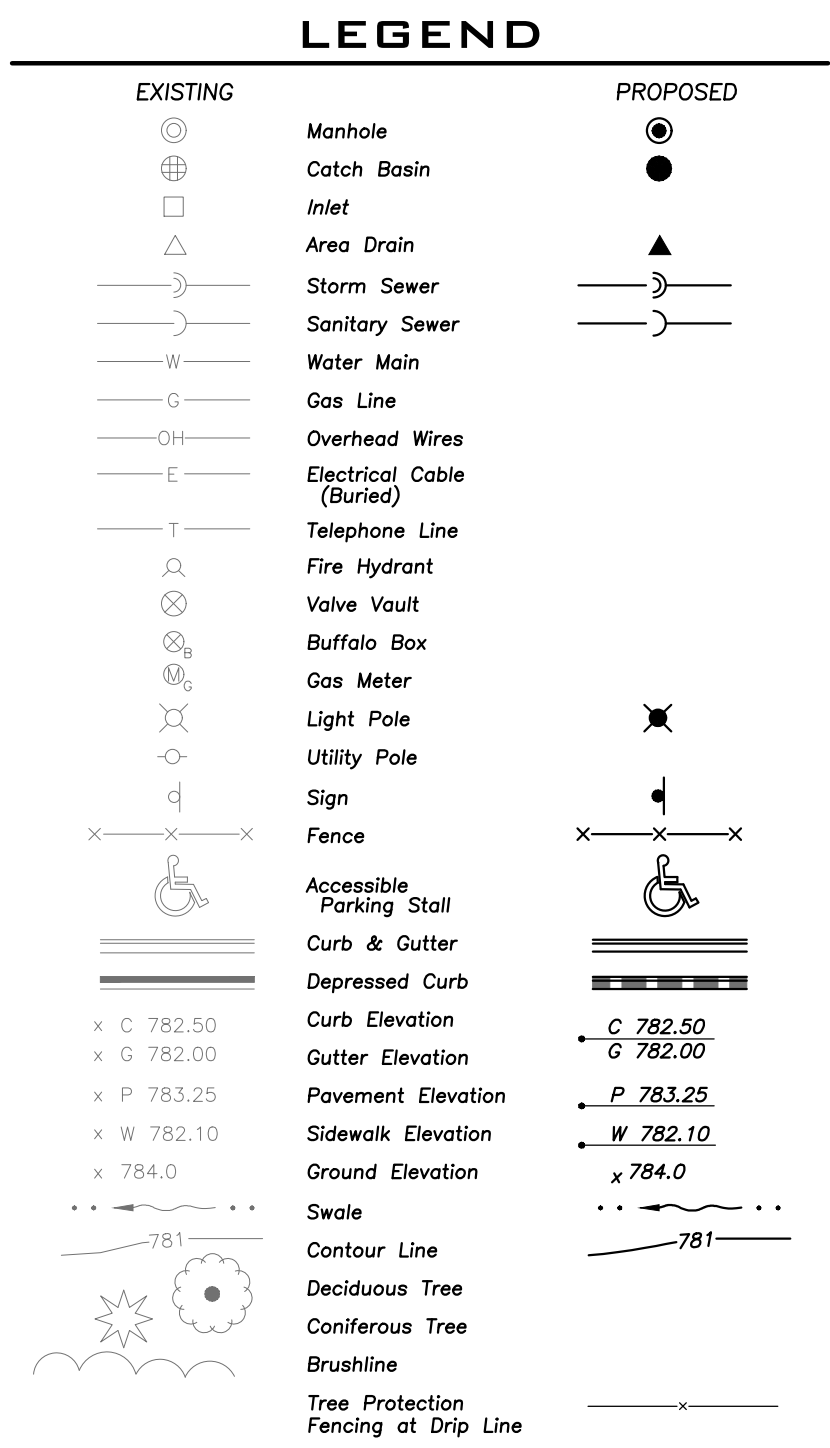
100-Year Storm Inundation Area
 On-Site Area That Would Be Inundated As A Result of 100-Year Storm Event, Based on Modeling Data Presented By Village of Winnetka/Strand Associates.

100-Year High Water Elevation = 621.32
 Calculated Drawdown Time = 8 to 10 Hours

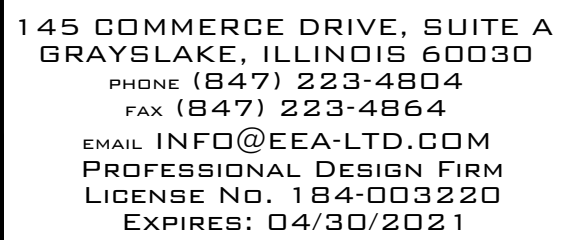
500-Year Storm Inundation Area (Estimated)
 On-Site Area That Would Be Inundated As A Result of 500-Year Storm Event, Based on Modeling Data Presented By Village of Winnetka/Strand Associates.

Estimated 500-Year High Water Elevation = ± 622.00
 Estimated Drawdown Time > 8 to 10 Hours

HIBBARD ROAD



1. The Location of Existing Underground Utilities, Such As Waterlines, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and is Given For The Convenience Of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately if Surface and Surface Features Are Different Than Shown On The Drawings.
2. Notify The Engineer Without Delay of Any Discrepancies Between The Drawings and Existing Field Conditions.
3. Notify The Owner, Engineer and The Village of Winnetka A Minimum of 48 Hours In Advance of Performing Any Work.
 - 4. All Areas, On or Off Site, Disturbed During Construction Operations and Not Previously Shown As Disturbed Areas Shall Be Restored To Original Condition To the Satisfaction of The Owner at No Additional Cost to the Owner. It is incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
5. These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) and Stake All Site Improvements Accordingly.
6. No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Erikson Engineering Associates, Ltd.
7. The Engineer is Furnishing these Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Material Must Verify The Accuracy Of The Information Shown On The Drawings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
8. Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor To The Engineer. The Engineer, Authorities Having Jurisdiction Which Shall Include as a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Location, Eases, Right of Way, and Detention Volume Calculations For The Basins(s), Manholes and Valve and Appurtenance Locations.
9. The Illinois Department of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork and Paving Work Under This Contract Unless Noted Otherwise.



NEW TRIER TOWNSHIP H.S.
DUKE CHILDS FIELD
WILLOW ROAD & HIBBARD ROAD
WINNETKA, ILLINOIS

No.	Date	Description
	06/07/19	Concept Q Geometry & Grading

Sheet Title:

**SITE GRADING
PLAN (EAST)**

Sheet No:

C302

 50-Year Storm Inundation Area
On-Site Area That Would Be Inundated As A Result of 50-Year Storm Event, Based on Modeling Data Presented By Village of Winnetka/Strand Associates.

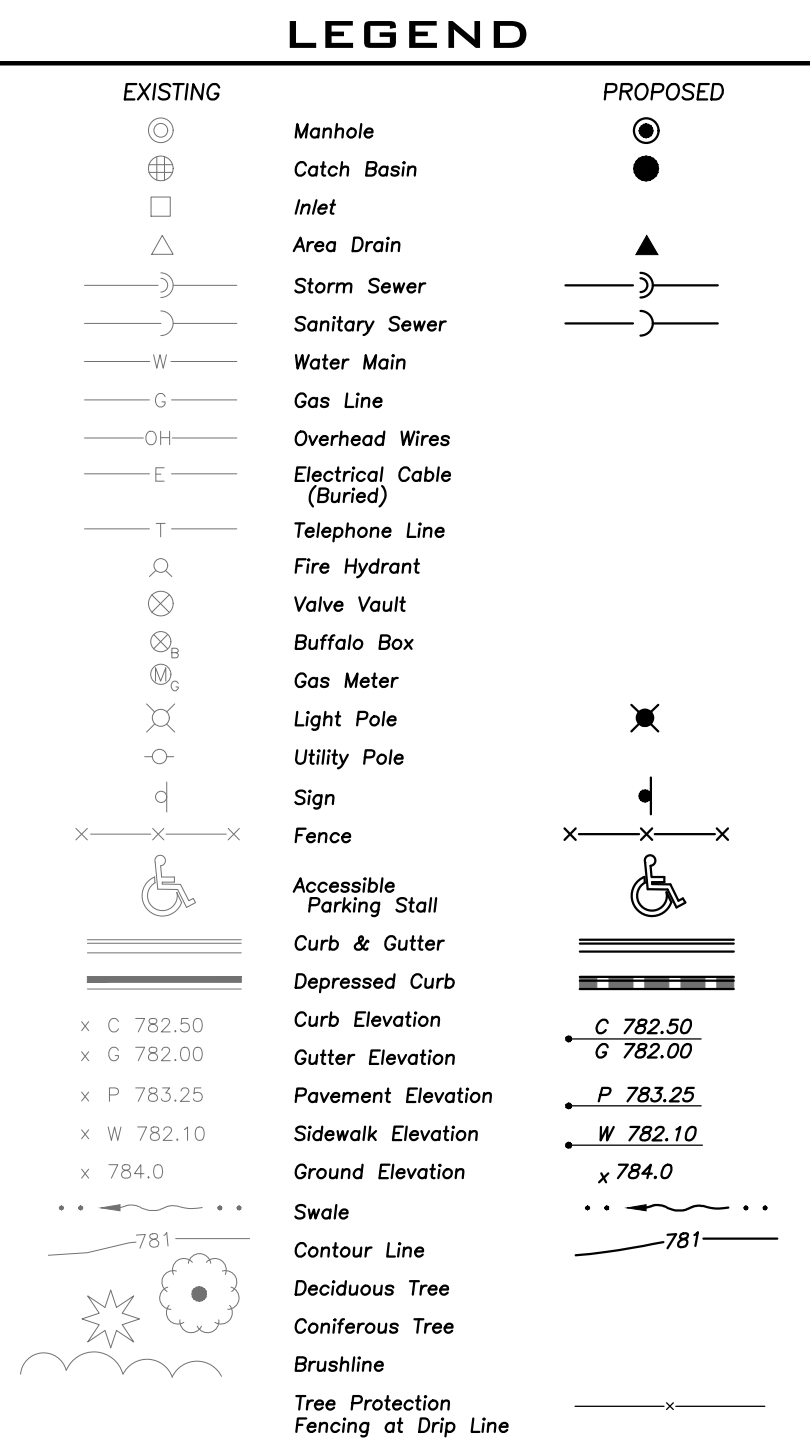
50-Year High Water Elevation = 620.66
Calculated Drawdown Time = 3 to 4 Hours

 100-Year Storm Inundation Area
On-Site Area That Would Be Inundated As A Result of 100-Year Storm Event, Based on Modeling Data Presented By Village of Winnetka/Strand Associates.

100-Year High Water Elevation = 621.32
Calculated Drawdown Time = 8 to 10 Hours

 500-Year Storm Inundation Area (Estimated)
On-Site Area That Would Be Inundated As A Result of 500-Year Storm Event, Based on Extrapolation of 50/100-Year Storm Modeling Data Presented By Village of Winnetka/Strand Associates.

Estimated 500-Year High Water Elevation = ± 622.00
Estimated Drawdown Time > 8 to 10 Hours



1. The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and Given For The Convenience Of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately If Surface and Surface Features Are Different Than Shown On The Drawings.
2. Notify The Engineer Without Delay of Any Discrepancies Between The Drawings and Existing Field Conditions.
3. Notify The Owner, Engineer and The Village of Winnetka A Minimum of 48 Hours In Advance of Performing Any Work.
4. All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of The Work Area Shown Herein Shall Be Restored To Original Condition To The Satisfaction of The Owner at No Additional Cost to The Owner. It Is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
5. These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) and Stake All Site Improvements Accordingly.
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8. Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor To The City Of Winnetka. The Authorities Having Jurisdiction Which Shall Include as a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Storm, Storm and Sanitary, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.
9. The Illinois Department of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.

No.	Date	Description
	06/07/19	Concept Q Geometry & Grading

Sheet Title:

SITE GRADING
PLAN (WEST)

Sheet No:

C303



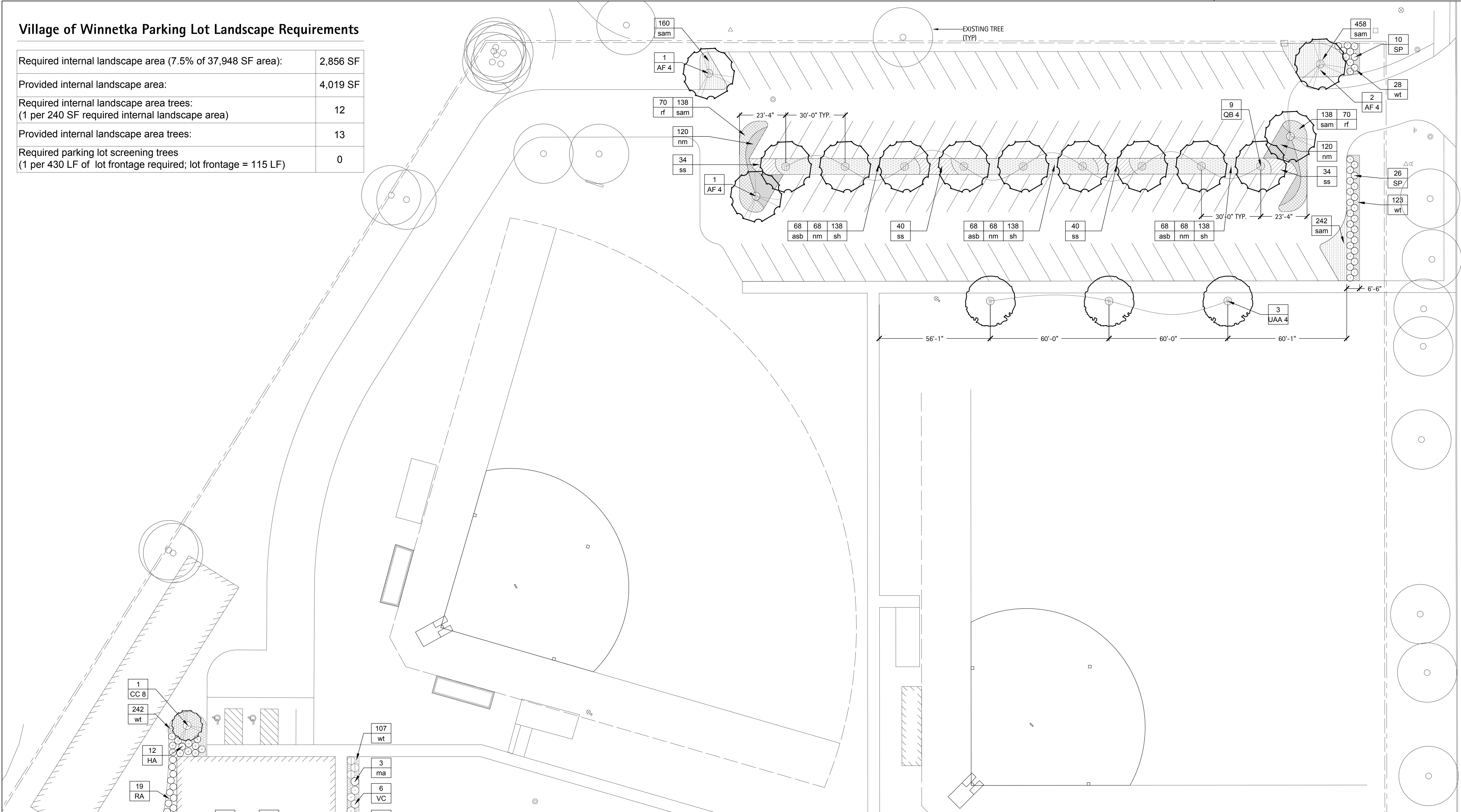
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2021

NEW TRIER TOWNSHIP H.S.
DUKE CHILDS FIELD
WILLOW ROAD & HIBBARD ROAD
WINNETKA, ILLINOIS

Reserved for Seal:

Village of Winnetka Parking Lot Landscape Requirements

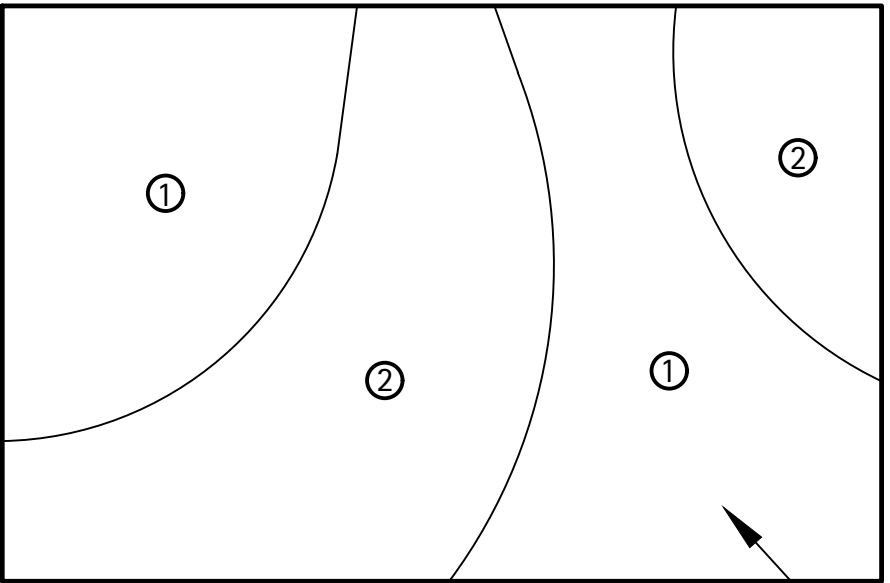
Required internal landscape area (7.5% of 37,948 SF area):	2,856 SF
Provided internal landscape area:	4,019 SF
Required internal landscape area trees: (1 per 240 SF required internal landscape area)	12
Provided internal landscape area trees:	13
Required parking lot screening trees (1 per 430 LF of lot frontage required; lot frontage = 115 LF)	0



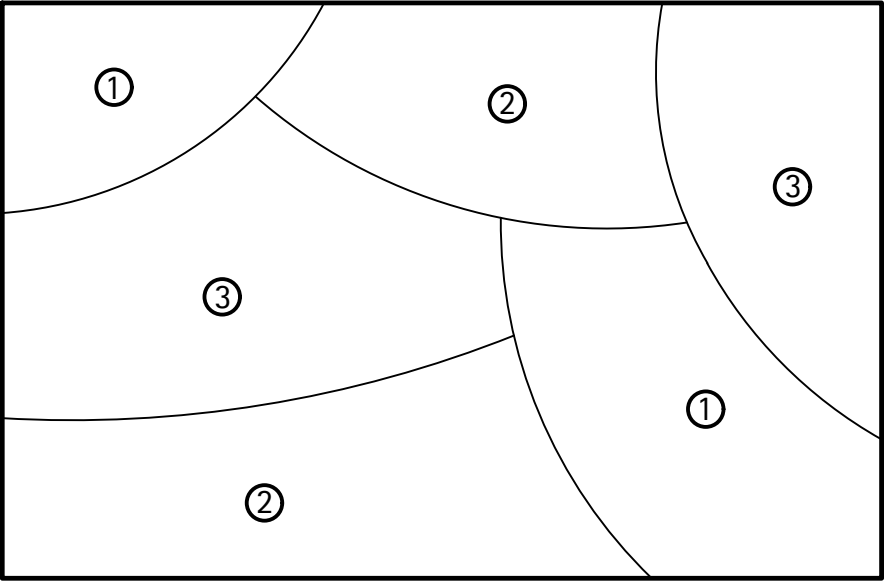
Plant Schedule

SYMBOL		BOTANIC NAME	COMMON NAME	SIZE	SPACING
DECIDUOUS TREES					
AF 4	4	Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	4" caliper/BtB	on plans
QB 4	9	Quercus bicolor	Swamp White Oak	4" caliper/BtB	on plans
UAA 4	3	Ulmus 'Morton'	Accolade Elm	4" caliper/BtB	BtB
ORNAMENTAL TREES					
CC 8	2	Cercis canadensis	Red bud	8" ht/BtB	on plans
DECIDUOUS SHRUBS					
AM	6	Aronia melanocarpa	Glossy Black Chokeberry	#5 Container	on plans
HA	17	Hydrangea arborescens 'Abetwo'	Incrediball Smooth Hydrangea	#5 Container	on plans
RA	19	Ribes alpinum	Alpine Currant	30" ht/BtB	on plans
SP	36	Syringa patula 'Ms. Kim'	Ms. Kim Lilac	#5 Container	on plans
VC	6	Viburnum carlesii 'Compactum'	Dwarf Koreanspice Viburnum	30" ht/BtB	on plans
PERENNIALS, ORNAMENTAL GRASSES					
asb	204	Allium 'Summer Beauty'	Summer Beauty Allium	1 gal./CG	18" o.c. spacing
nm	444	Nepeta x faassenii 'Blue Wonder'	Blue Wonder Catmint	1 gal./CG	18" o.c. spacing
ma	11	Miscanthus sinensis 'Adagio'	Adagio Maiden Grass	1 gal./CG	18" o.c. spacing
rf	140	Rudbeckia fulgida 'Goldstrum'	Goldstrum Black-eyed Susan	1 gal./CG	18" o.c. spacing
ss	148	Schizachyrium scoparium 'Standing Ovation'	Standing Ovation Little Bluestem	1 gal./CG	18" o.c. spacing
sam	1124	Sesleria Autumnalis	Autumn Moor Grass	1 gal./CG	12" o.c. spacing
sh	414	Sporobolus heterolepis	Prairie Dropseed	1 gal./CG	18" o.c. spacing
GROUNDCOVERS					
wt	825	Waldsteinia ternata	Barren Strawberry	quart/CG	12" o.c. spacing

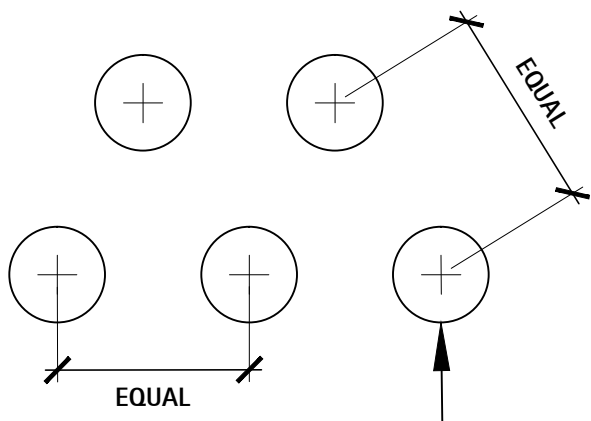
PLANT MIX TYPES
Mixes with 2 Plant Species/Types



Mixes with 3 Plant Species/Types



EQUIDISTANT TRIANGULAR SPACING



All perennials shall be planted at equal triangular spacing. Spacing indicated per Plant Schedule.

Legend
③ Plant Species/Type

- Notes:
1. All planting mixes are to be installed in drifts as shown in the above diagrams.
 2. Individual plant drifts shall have a range of 3-9 plants of the same type shown on the plant schedule.
 3. Individual plant drifts shall not be adjacent to like plant selections as shown in the above diagrams.

2 Plant Layout Plan

Scale: 1" = 1'-0"

116 West Illinois Street
Floor 7
Chicago, Illinois 60654
P 312.467.5445
F 312.467.5484
thelakotagroup.com

THE LAKOTA GROUP.

Consultant:

Duke Childs Field Renovation
New Trier High School
1321 Willow Rd, Winnetka, IL 60093
New Trier Township High School District 203
385 Winnetka Ave., Winnetka IL 60093

Project:

Cashman Stahler Group
1910 S. Highland Avenue, Suite 310
Lombard, Illinois 60148
T: 630-889-8800
www.cashmanstahler.com

Architect:

Project Number:
CSG591
Sheet Issue Date:
06/07/2019
Drawing Scale:

Client:

Sheet Name:

Landscape Plan

Sheet Number:
L1.0



1" = 50'-0"



1910 S. Highland Avenue, Suite 310
 Lombard, Illinois 60148

D100

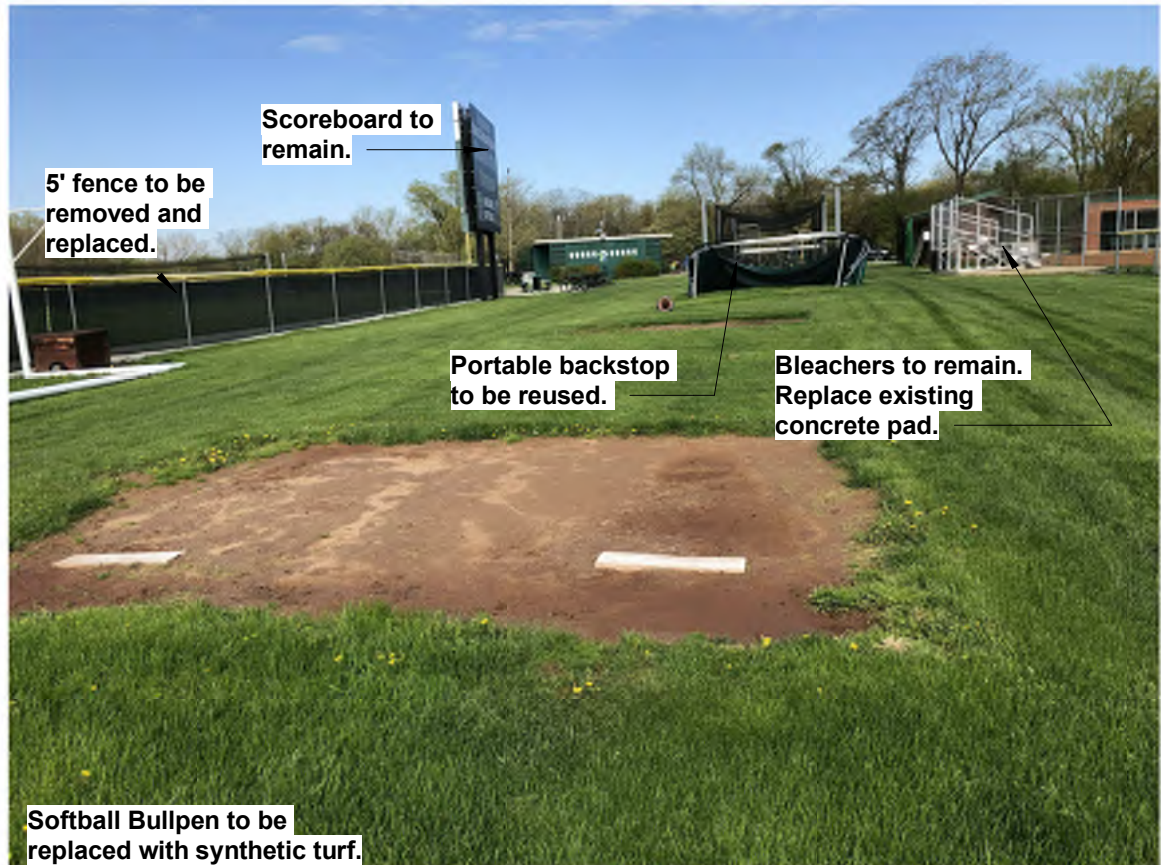
Project Number:	CSG691
Sheet Issue Date:	06/07/19
Drawing Scale:	

13221 Willow Rd, Winnetka, IL 60093

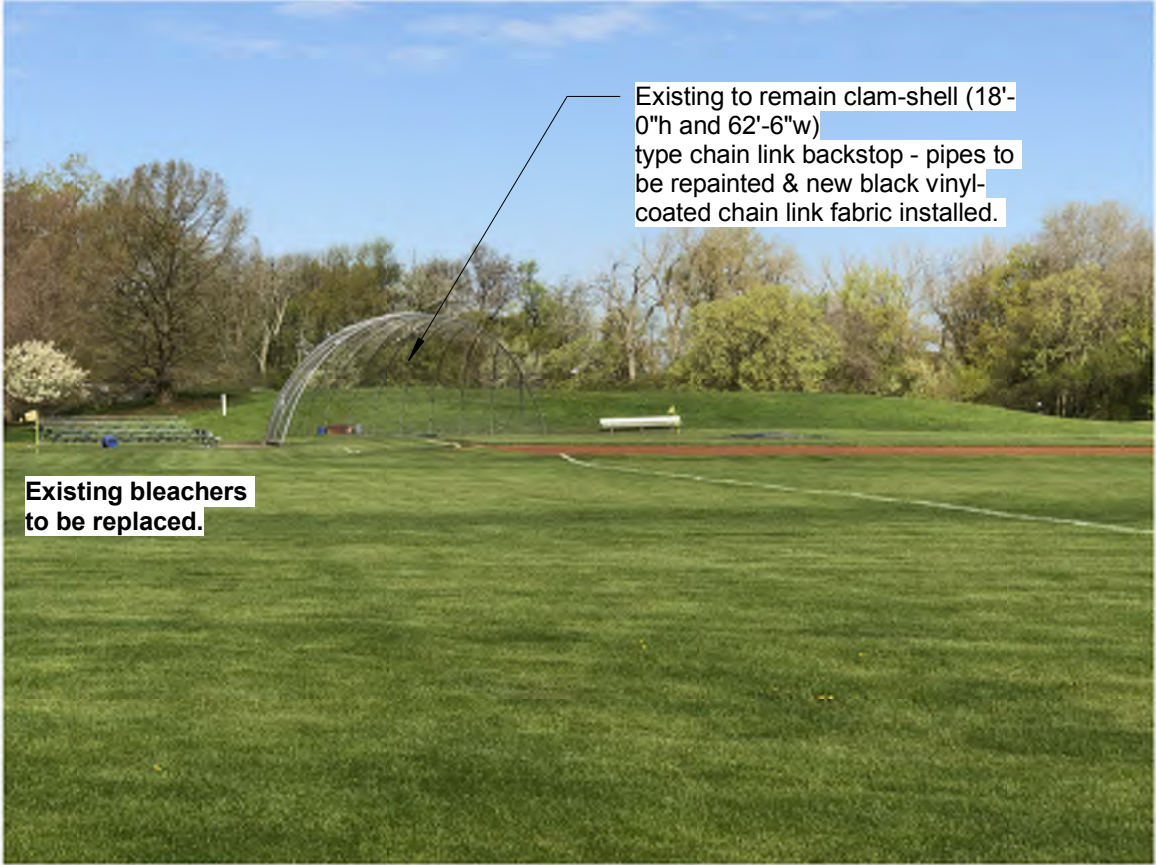
New Trier Township High School District 203
385 Winnetka Ave., Winnetka IL 60093

KEYPLAN

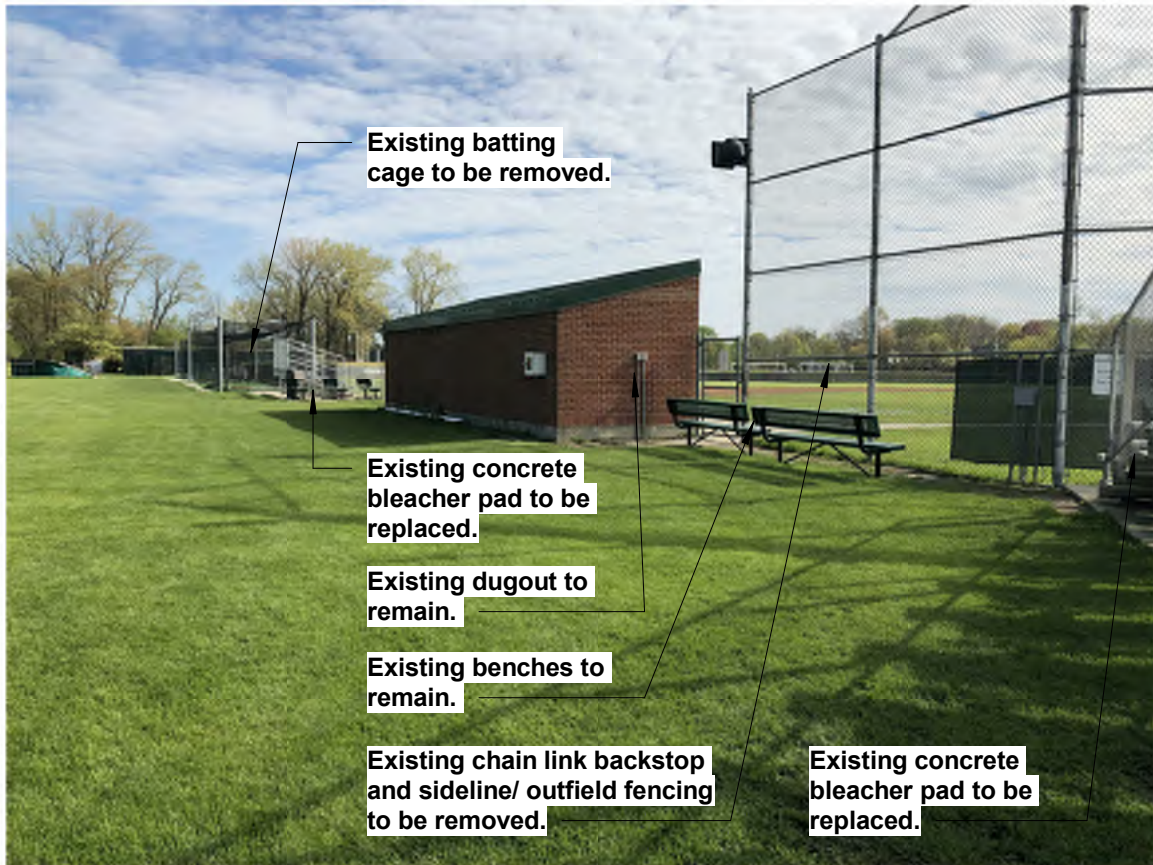
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5 Existing Softball Bullpen
Not to Scale



4 Existing JV Baseball Backstop and Bleachers
Not to Scale



3 Existing Dugout - Typ. of 4
Not to Scale



2 Existing Bleachers and Pad
Not to Scale



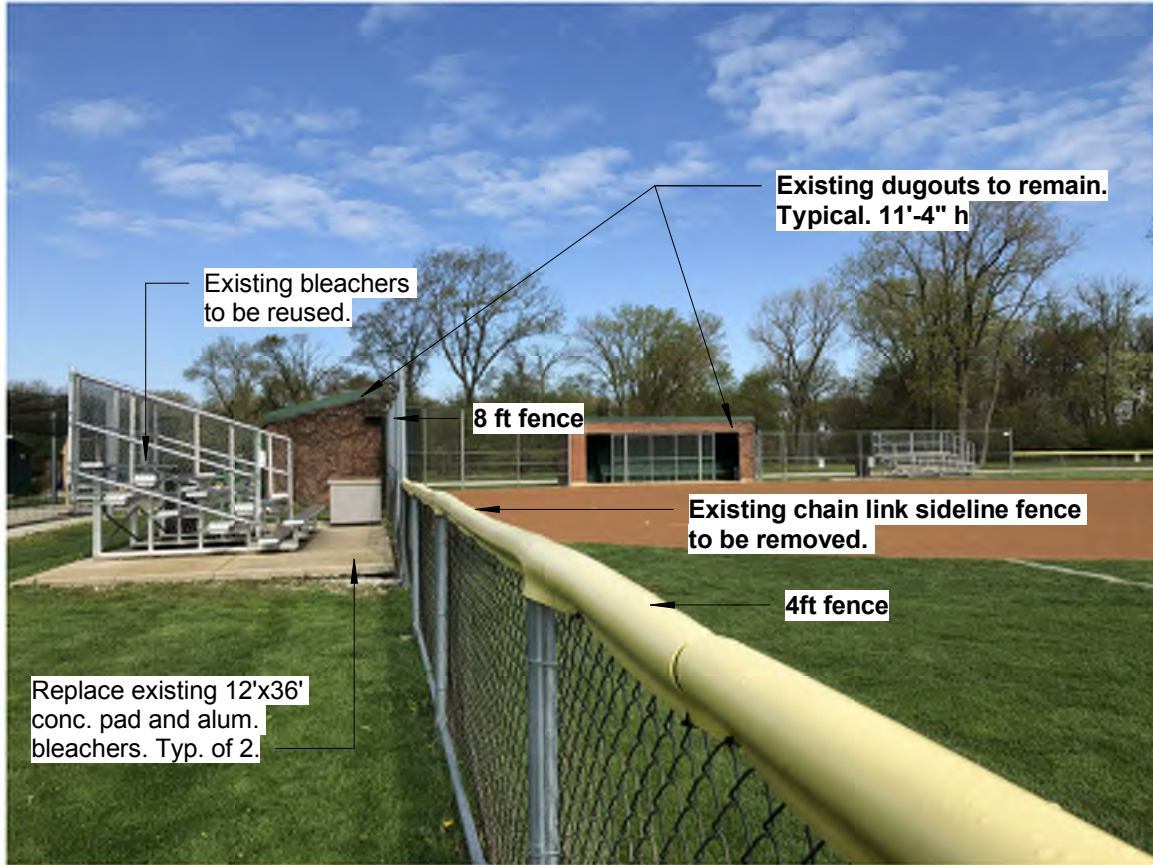
1 Existing Baseball Scoreboard
Not to Scale



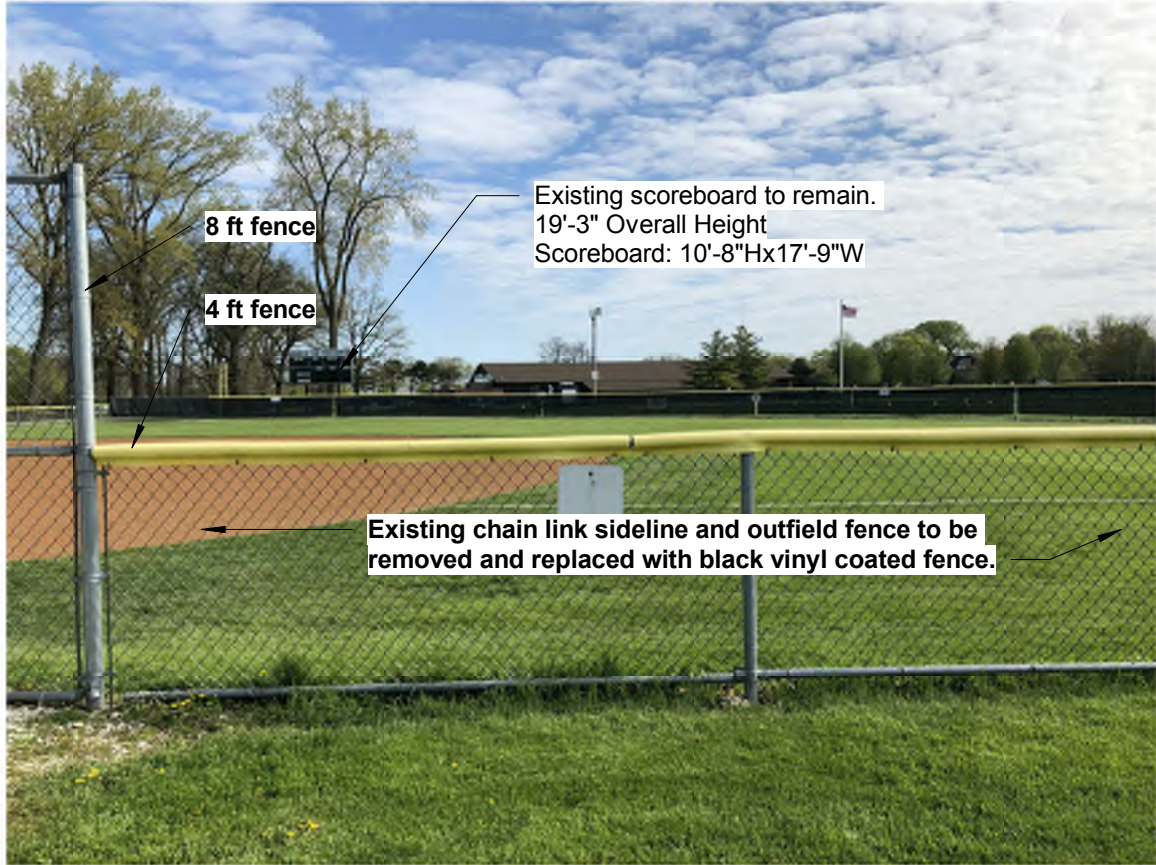
9 Existing Varsity Baseball Backstop and Bleachers
Not to Scale



8 Existing Softball Batting Cages
Not to Scale



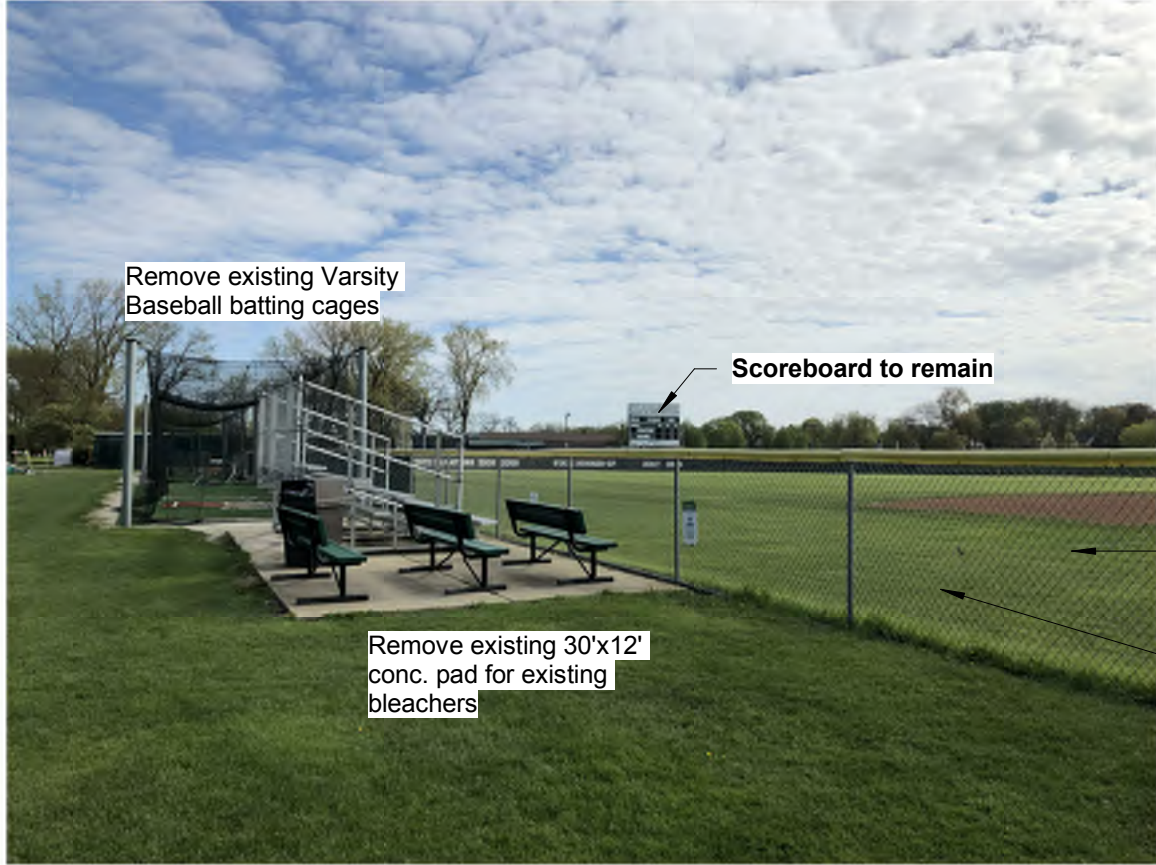
7 Existing Softball Infield
Not to Scale



6 Existing Softball Field and Scoreboard
Not to Scale



11 Existing Varsity Baseball Bull Pen and Storage Building
Not to Scale



10 Existing Varsity Baseball Batting Cage and Benches
Not to Scale



Cashman Stahler Group

1910 S. Highland Avenue, Suite 310
Lombard, Illinois 60148

T: 630-889-8800
www.cashmanstahler.com

Project

Duke Childs Field Renovation
New Trier High School
1321 Willow Rd, Winnetka, IL 60093

Client

New Trier Township High School District 203
385 Winnetka Ave., Winnetka IL 60093

Architect

Project Number
CSG991

Sheet Number
D101

Scale
1/2" = 1'-0"

Issue/Revision Schedule

No.	Date	Description
1	05/13/19	Draft Village of Winnetka zoning submittal.
2	05/14/19	Revised Village of Winnetka submittal
3	05/29/19	Village of Winnetka Zoning & Land Use Relief Special Use Submittal
4	06/07/19	Village of Winnetka Zoning & Land Use Relief Special Use Submittal

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Consultant

Existing Conditions
Photos

Agenda Packet P. 93

- Duke Childs Field Zoning & Land Use Relief**
- Maximum Height Limits
- Fencing & Netting
 - Within required yards – no more than 6 1/2 feet tall
 - Proposed 6th. black vinyl-coated chain link fence 1'-0" inside property line. Typical.
 - Outside of required yards – no more than 35 feet tall
 - Proposed: 50' black backstop netting
 - Structures other than buildings – no more than 35 feet tall
 - New Storage Building is 12'-8"
 - Maximum Gross Floor Area –
 - Maximum Gross Floor Area allowed is 154,452 sf; the proposed limited amount of gross floor areas is less than the maximum amount allowed.
 - Maximum Impermeable Lot Coverage (includes synthetic turf fields, pavement, structures, etc.) – 50% of lot area
 - Site Area: 663,342 SF
 - A. 50% = 331,671 SF
 - Impermeable Area: 178,345 SF = 26.9%
 - A. The proposed impermeable surface is less than maximum amount allowed.
 - Maximum Roofed Lot Coverage – 25% of lot.
 - Maximum Roofed Lot Coverage allowed is 165,910 sf; the proposed limited amount of roofed lot coverage is less than the maximum amount allowed.

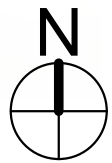
Impervious Surface Calculations		
Type	Area	Area / 663342 SF
Building	3200 SF	0.004824
Concrete Pad	3518 SF	0.005303
Dugouts	2926 SF	0.004411
New Parking/ Drive	46995 SF	0.070846
Parking Lot exst	20507 SF	0.030914
Synthetic Turf	83741 SF	0.126242
Walkways	17458 SF	0.026318
Total	178345 SF	0.268858



1

Duke Childs - Proposed Site Plan

1" = 50'-0"



Issue/Revision Schedule		
No.	Date	Description
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2	05/14/19	Revised Village of Winnetka submittal
3	05/29/19	Village of Winnetka Zoning & Land Use Relief Special Use Submittal
4	06/07/19	Village of Winnetka Zoning & Land Use Relief Special Use Submittal

KEYPLAN

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Consultant:

Duke Childs Field Renovation		Project:	Duke Childs Field Renovation	
New Trier High School				
1321 Willow Rd, Winnetka, IL 60093		Client:		
New Trier Township High School District 203				
385 Winnetka Ave., Winnetka IL 60093		Proposed Site Plan	Duke Childs Field	
Cashman Stahler Group				
1910 S. Highland Avenue, Suite 310		Architect:	D110	
Lombard, Illinois 60148				
T: 630-889-8800		Project Number:	CSG991	
www.cashmanstahler.com				
Sheet Name:		Issue Date:	06/07/19	
Duke Childs Field				
Proposed Site Plan		As indicated		



4 Lower Level Dugout
Not to Scale



3 Bullpen 78' x 24'
Not to Scale



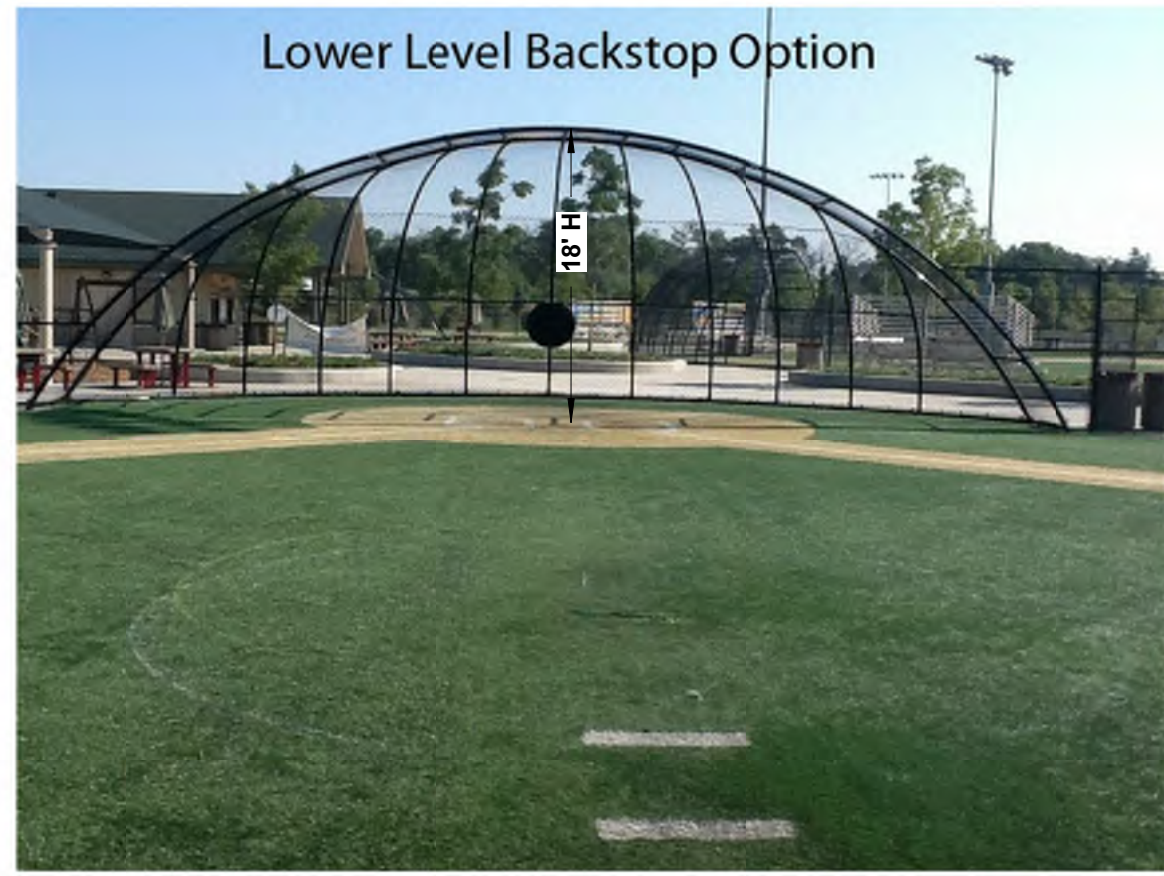
2 Stadium Seating
Not to Scale



1 Varsity Knee Wall 32" H
Not to Scale



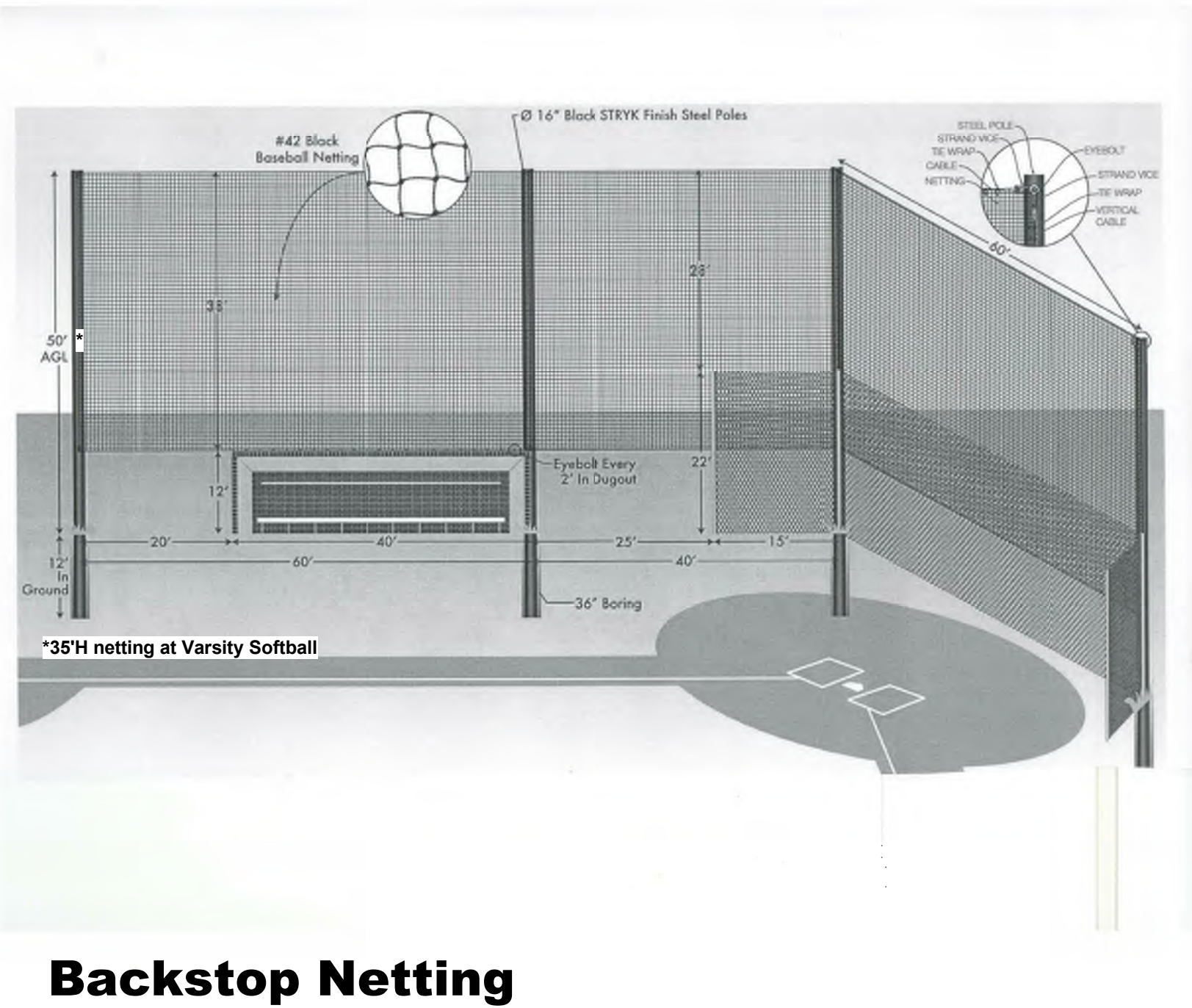
7 Lower Level Field
Not to Scale



6 Lower Level Softball Backstop
Not to Scale



5 Batting Cage - 150'Lx30'Wx14'H
Not to Scale



8 Backstop Netting
Not to Scale



9 Netting - Bilskie Field
Not to Scale



10 Netting - Bilskie Field
Not to Scale



11 Netting - Bilskie Field
Not to Scale



Existing example Netting - VHAC
Not to Scale



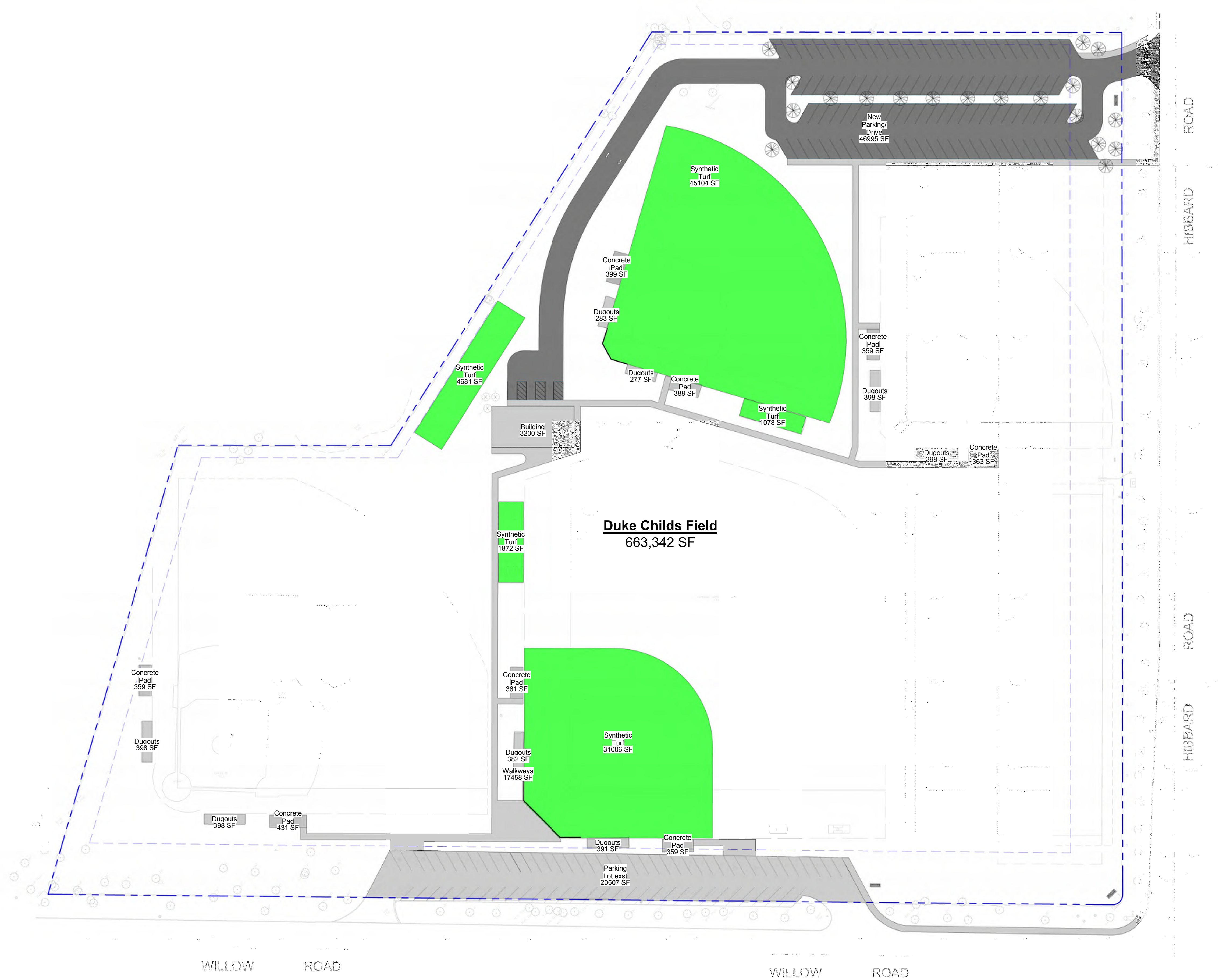
Existing Example Netting - Rantoul
Not to Scale



Existing Example Netting - Naperville North
Not to Scale

Issue/Revision Schedule		
No.	Date	Description
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Consultant:		
Project: Duke Childs Field Renovation New Trier High School 1321 Willow Rd, Winnetka, IL 60093		
Client: New Trier Township High School District 203 385 Winnetka Ave., Winnetka IL 60093		
Architect: Cashman Stahler Group 1910 S. Highland Avenue, Suite 310 Lombard, Illinois 60148 T: 630-889-8800 www.cashmanstahler.com		
Sheet Number: CS-091 Project Number: CS-091 Scale: 1/2" = 1'-0"		
Date: 06/07/19 Drawn by: [Name] Checked by: [Name]		
Proposed Field Structures - Photos		
D111		

Impervious Surface Calculations		
Type	Area	Area / 663342 SF
Building	3200 SF	0.004824
Concrete Pad	3518 SF	0.005303
Dugouts	2926 SF	0.004411
New Parking/ Drive	46995 SF	0.070846
Parking Lot exst	20507 SF	0.030914
Synthetic Turf	83741 SF	0.126242
Walkways	17458 SF	0.026318
Total	178345 SF	0.268858



1 Duke Childs - Impervious Surface

Issue/Revision Schedule		
No.	Date	Description
3	05/29/19	Village of Winnetka Zoning & Land Use Relief Special Use Submittal
4	06/07/19	Village of Winnetka Zoning & Land Use Relief Special Use Submittal
KEYPLAN		

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Consultant:

Duke Childs Field Renovation
New Trier High School
1321 Willow Rd, Winnetka, IL 60093

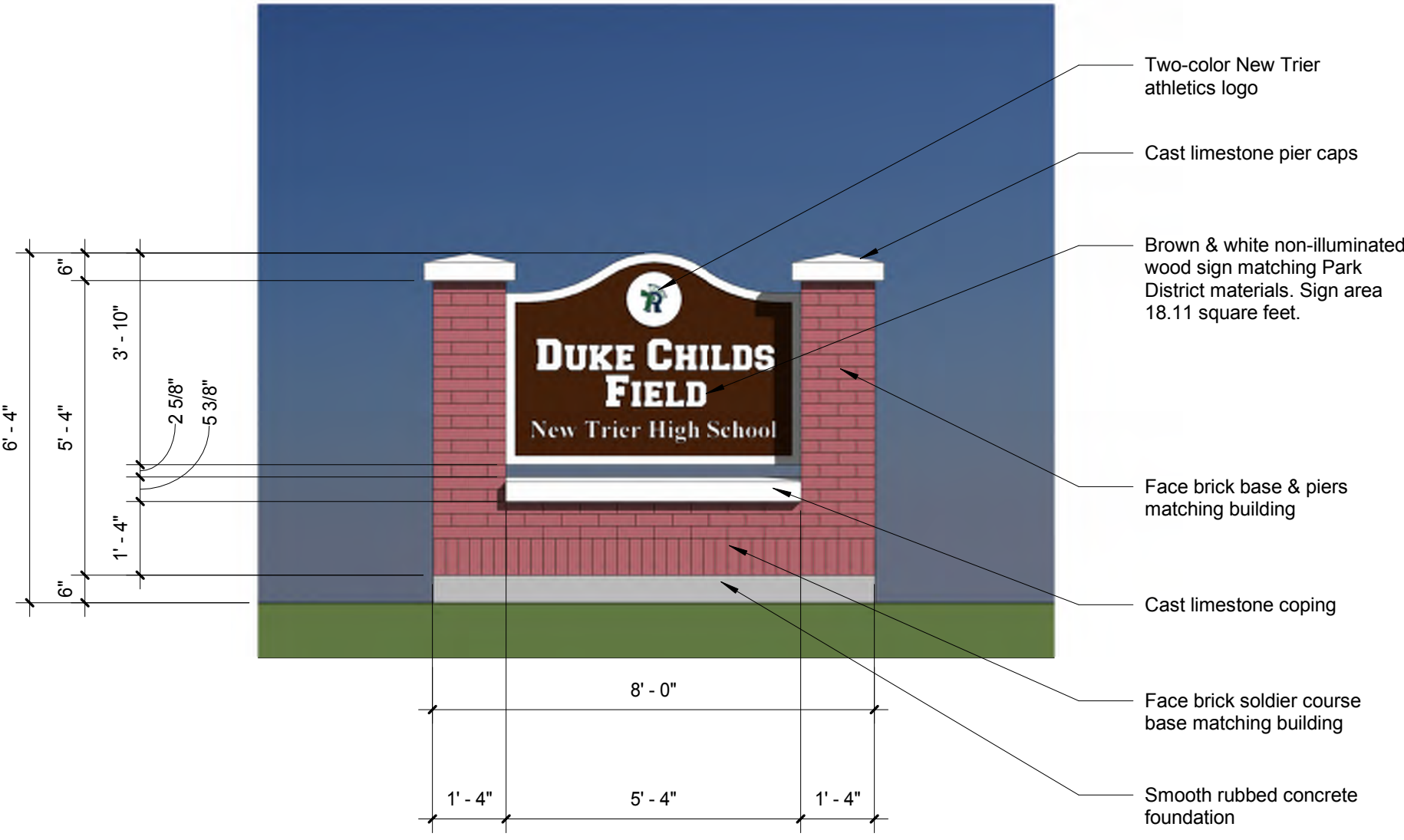
New Trier Township High School District 203
385 Winnetka Ave., Winnetka IL 60093

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Sheet Number: D112	Project Number:	CSG691
	Sheet Issue Date:	06/07/19
	Drawing Scale:	
	Sheet Name: Impevious Surface Plan	

D112

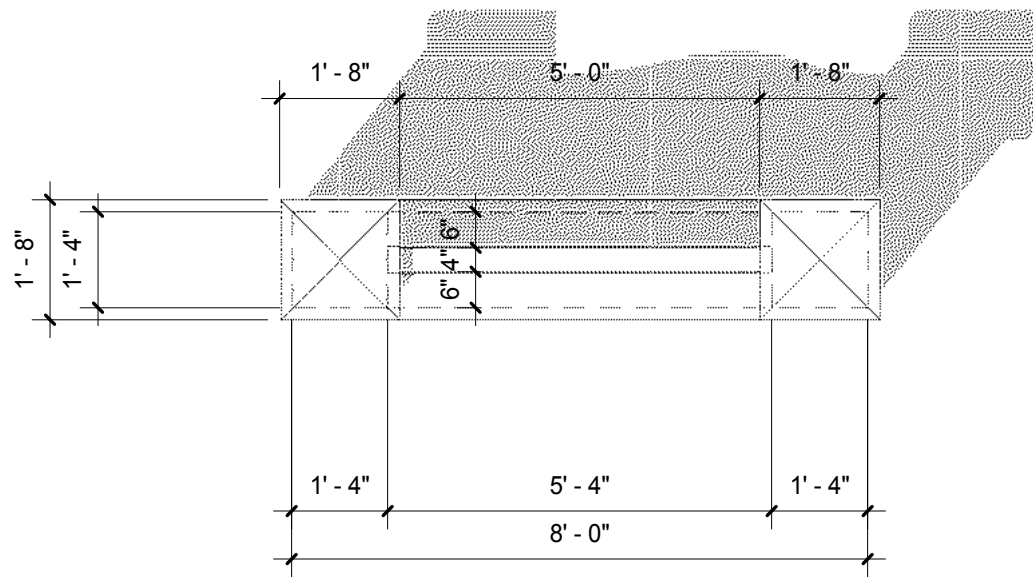
Impevious S Plan



1 Proposed Ground Sign Elevation
3/8" = 1'-0"



2 Proposed Ground Sign 3D View



3 Proposed Ground Sign Plan
3/8" = 1'-0"

Issue/Revision Schedule		
No.	Date	Description
1	05/13/19	Draft Village of Winnetka Submittal
2	05/14/19	Draft Village of Winnetka Submittal
3	05/29/19	Village of Winnetka Zoning & Land Use Relief Special Use Submittal

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Consultant:

Project:	Duke Childs Field Renovation
	New Trier High School
Client:	1321 Willow Rd, Winnetka, IL 60093
	New Trier Township High School District 203
Client:	385 Winnetka Ave., Winnetka IL 60093

Architect:	Cashman Stahler Group	T: 630-889-8800
	1910 S. Highland Avenue, Suite 310	www.cashmanstahler.com
Sheet Number:	CSG001	Project Number:
	06/07/19	Sheet Name:
Date:	06/07/19	Project Number:
	06/07/19	Sheet Name:
Scale:	3/8" = 1'-0"	Project Number:
	3/8" = 1'-0"	Sheet Name:

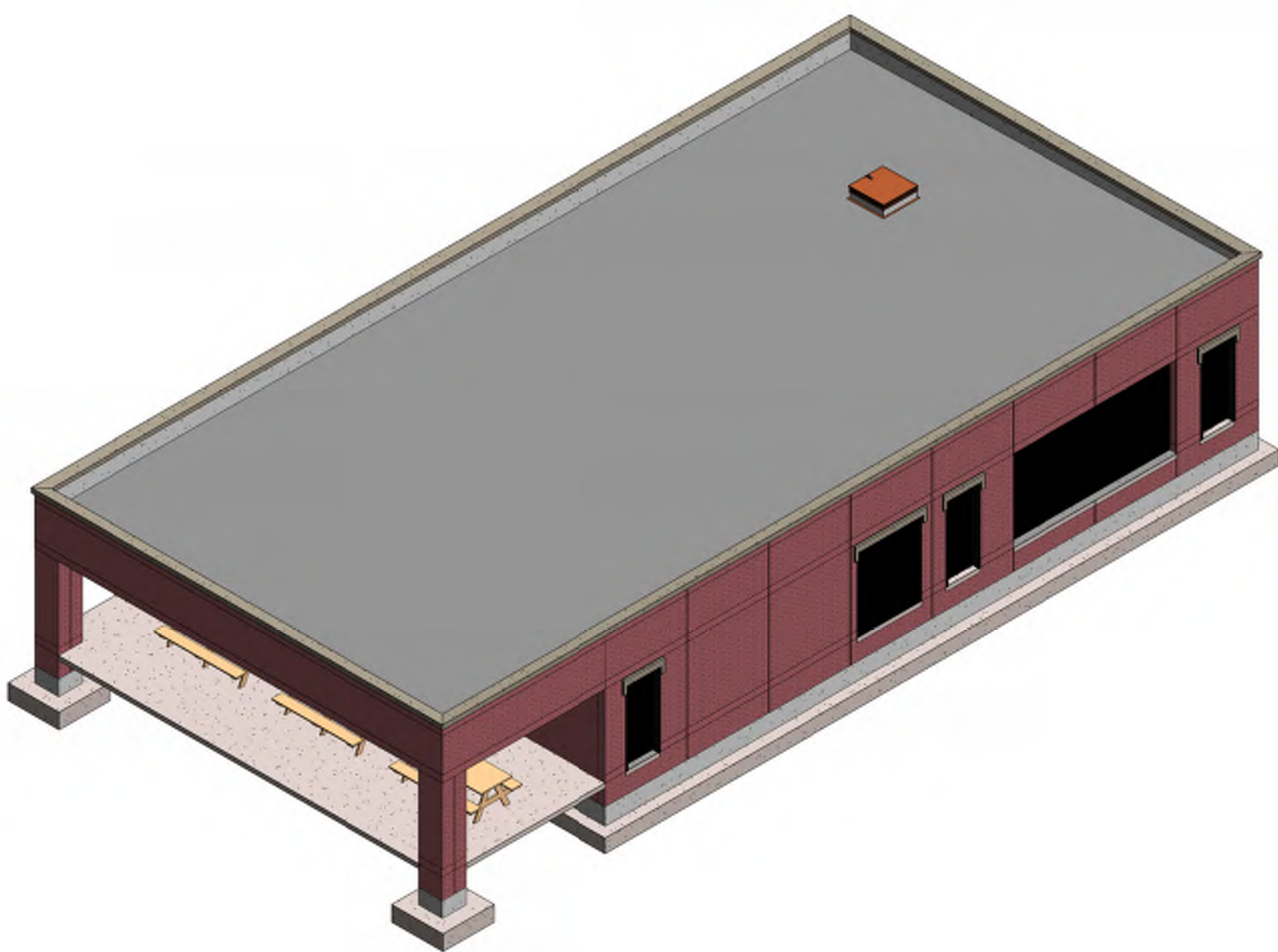
D113

Area Schedule (Gross Building)		
Name	Area	
Covered Area	640 SF	
Enclosed Area	2560 SF	
Grand total	3200 SF	

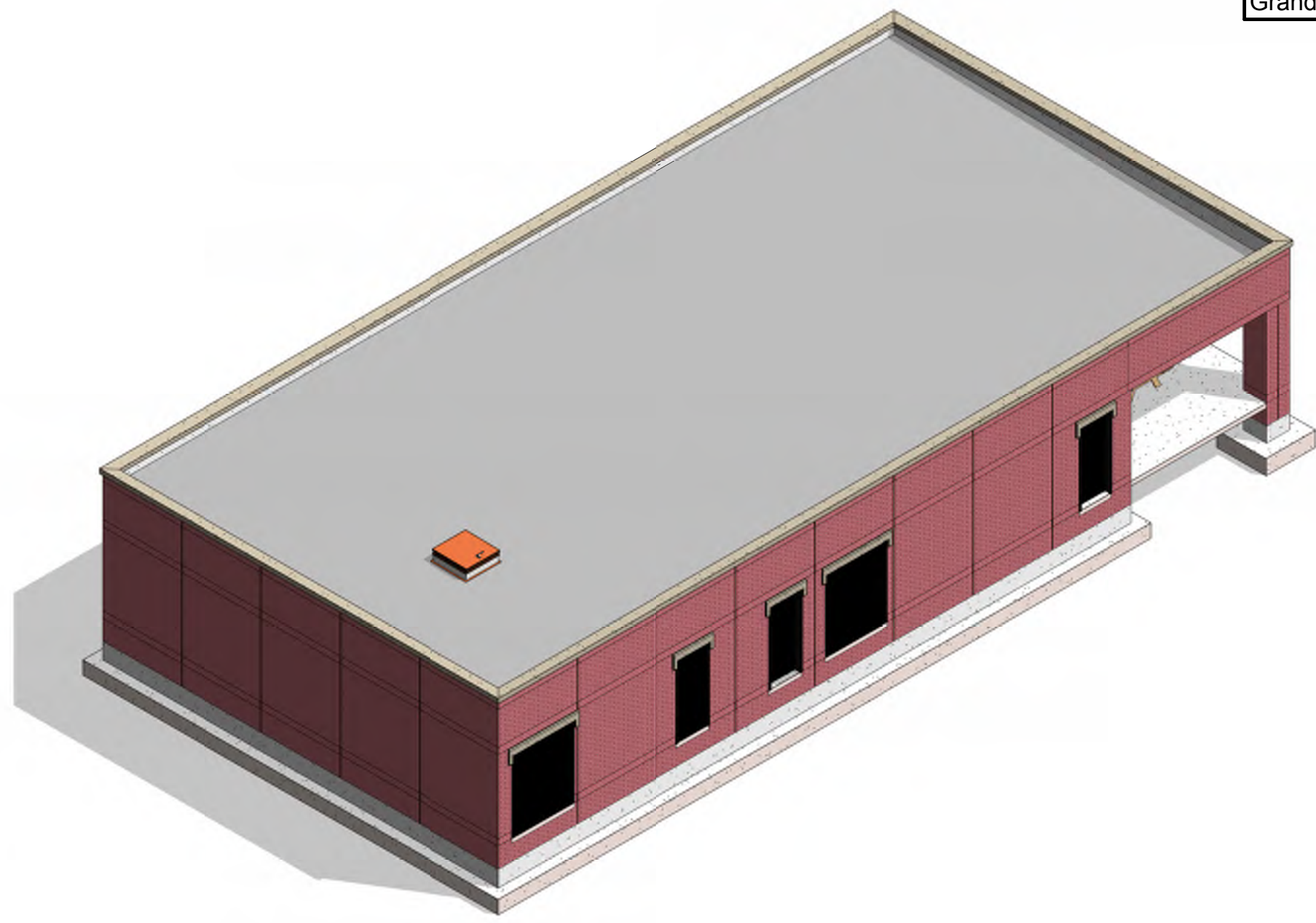
Issue/Revision Schedule		
No.	Date	Description
1	05/13/19	Draft Village of Winnetka zoning submittal.
2	05/14/19	Draft Village of Winnetka zoning submittal.
3	05/29/19	Village of Winnetka Zoning & Land Use Relief Special Use Submittal
4	06/07/19	Village of Winnetka Zoning & Land Use Relief Special Use Submittal

KEYPLAN

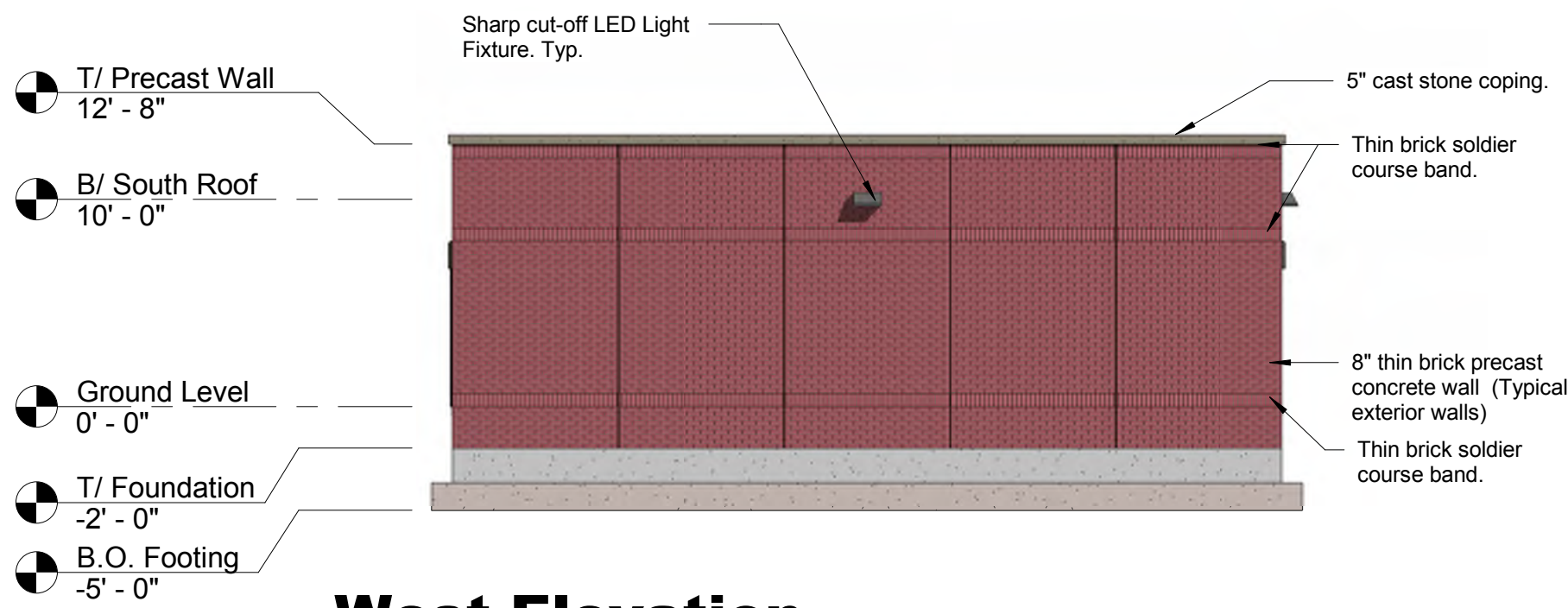
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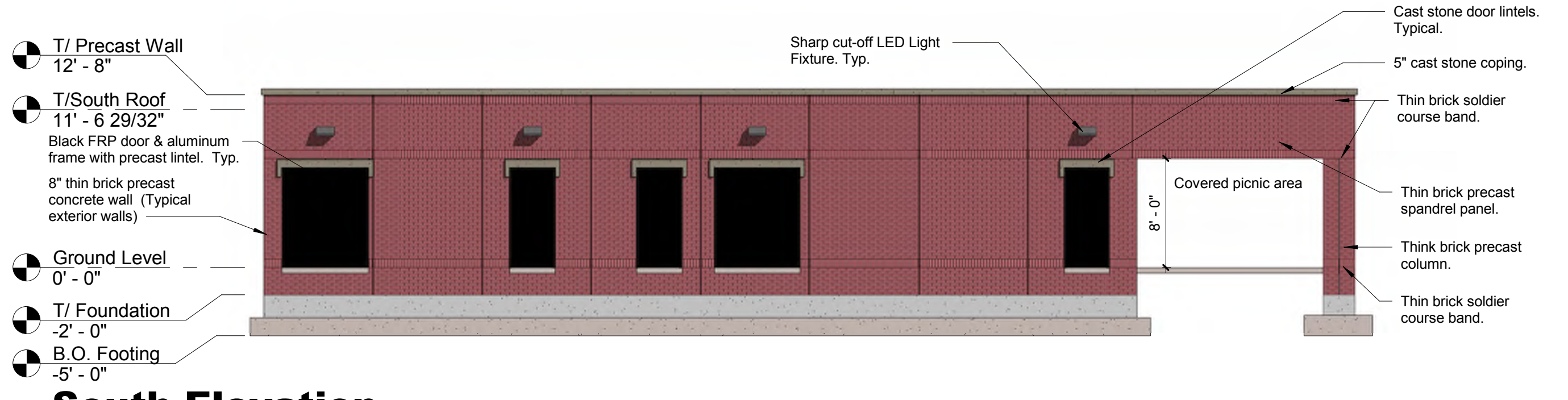
7 3D View from SE



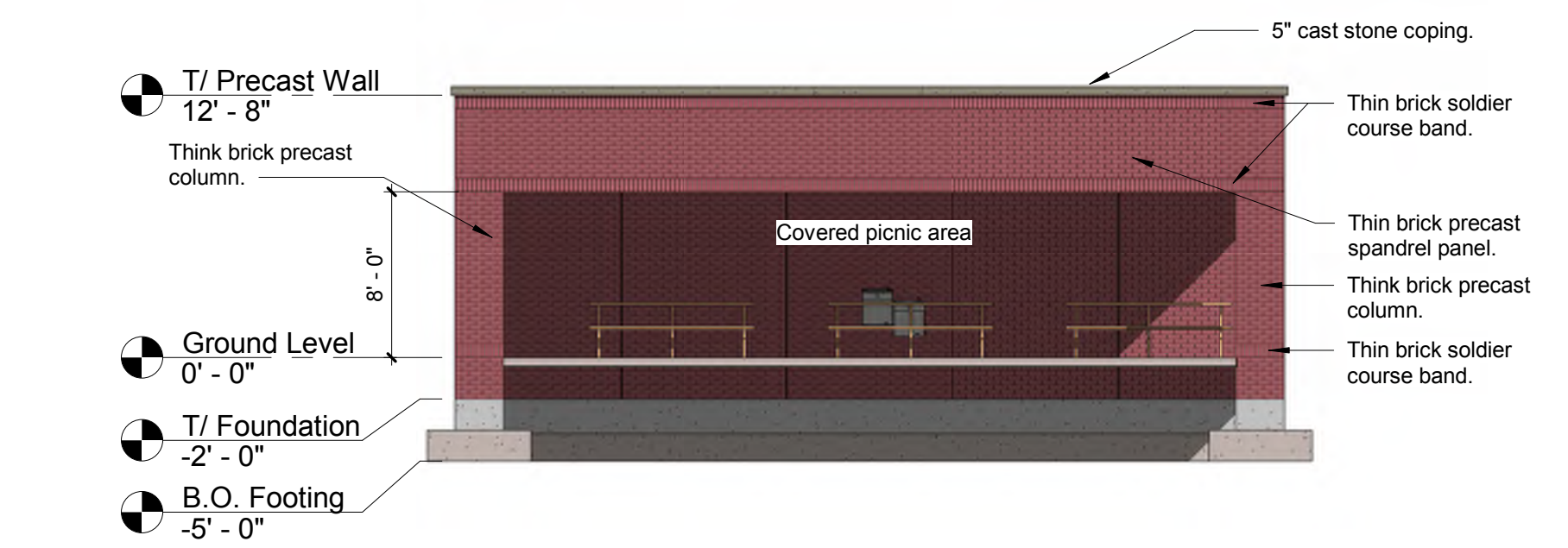
6 3D View from NW



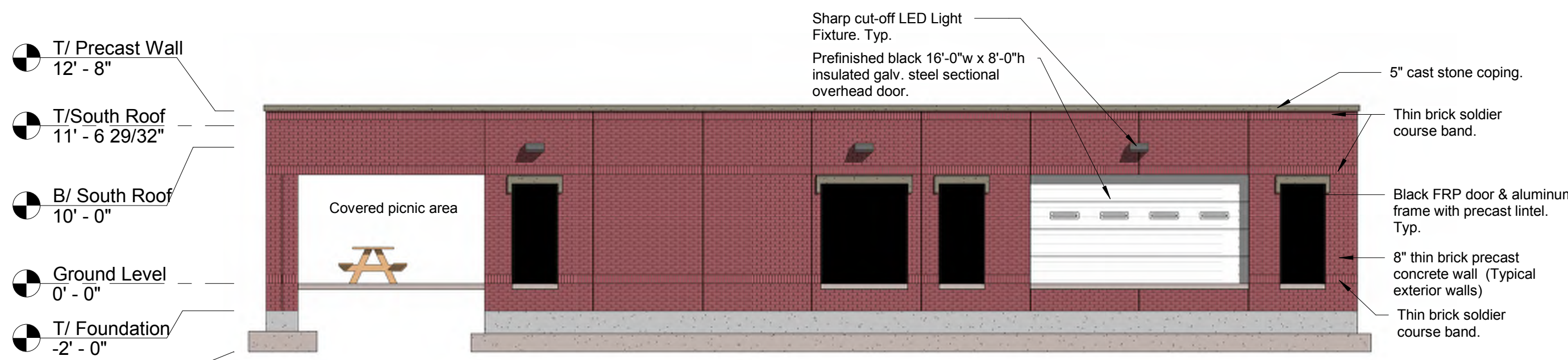
5 West Elevation
1/8" = 1'-0"



3 South Elevation
1/8" = 1'-0"



4 East Elevation
1/8" = 1'-0"



2 North Elevation
1/8" = 1'-0"



WST LED Architectural Wall Sconce

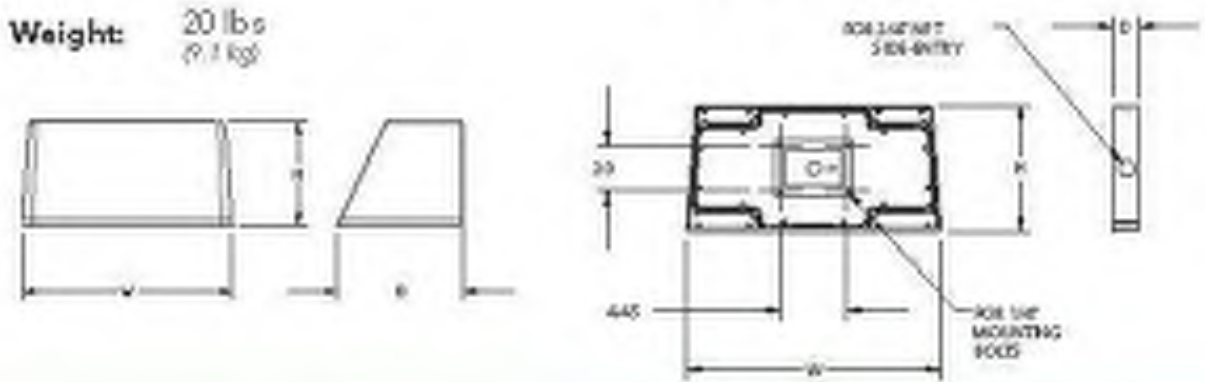


Specifications Luminaire

Height: 8-1/2" (21.59 cm)
Width: 17" (43.18 cm)
Depth: 10-3/16" (25.9 cm)
Weight: 20 lbs (9.1 kg)

Optional Back Box (BBW)

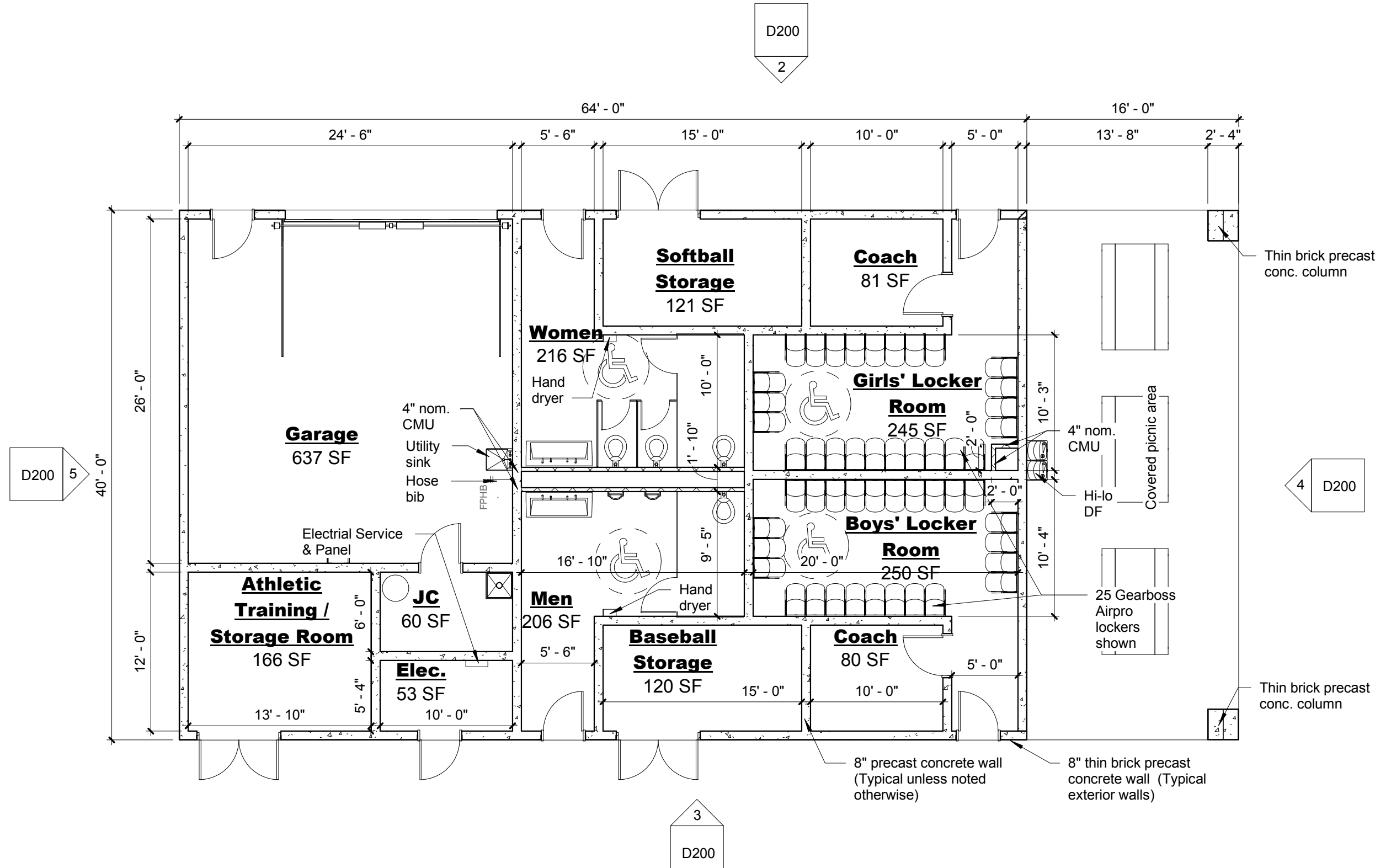
Height: 4" (10.2 cm)
Width: 5-1/2" (14.0 cm)
Depth: 1-1/2" (3.8 cm)



9 Lithonia WST LED Wall Sconce
Not to Scale



8 Context - Winnetka Public Works
Not to Scale



1 Proposed Storage Building - Plan
1/8" = 1'-0"

Consultant:

Duke Childs Field Renovation
New Trier High School
1321 Willow Rd, Winnetka, IL 60093
New Trier Township High School District 203
385 Winnetka Ave., Winnetka IL 60093

Project:

Client:

Cashman Stahler Group
1910 S. Highland Avenue, Suite 310
Lombard, Illinois 60148
T: 630-889-8800
www.cashmanstahler.com



Sheet Number: CS-GB01

Project Number: CS-GB01

Issue Date: 06/07/19

Issue By: [Signature]

As indicated

Sheet Name: Duke Childs

Proposed Storage Building

D200



WST LED

Architectural Wall Sconce



Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The WST LED is designed with the specifier in mind. The traditional, trapezoidal shape offers a soft, non-pixelated light source for end-user visual comfort. For emergency egress lighting, the WST LED offers six battery options, including remote. For additional code compliance and energy savings, there is also a Bi-level motion sensor option. With so many standard and optional features, three lumen packages, and high LPW, the WST LED is your "go to" luminaire for most any application.

Specifications

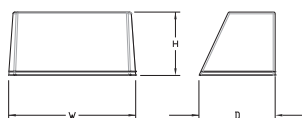
Luminaire

Height: 8-1/2"
(21.59 cm)

Width: 17"
(43.18 cm)

Depth: 10-3/16"
(25.9 cm)

Weight: 20 lbs
(9.1 kg)

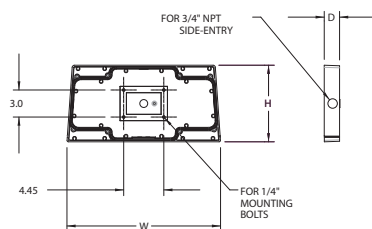


Optional Back Box (BBW)

Height: 4"
(10.2 cm)

Width: 5-1/2"
(14.0 cm)

Depth: 1-1/2"
(3.8 cm)



Ordering Information

EXAMPLE: WST LED P1 40K VF MVOLT DDBTXD

WST LED					
Series	Performance Package	Color temperature	Distribution	Voltage	Mounting
WST LED	P1 1,500 Lumen package P2 3,000 Lumen package P3 6,000 Lumen package	27K 2700 K 30K 3000 K 40K 4000 K 50K 5000 K	VF Visual comfort forward throw VW Visual comfort wide	MVOLT ¹ 120 ¹ 208 ¹ 240 ¹	277 ¹ 347 480
					Shipped included (blank) Surface mounting bracket Shipped separately BBW Surface-mounted back box ² PBBW Premium surface-mounted back box ^{2,3}

Options	Finish (required)
PE Photoelectric cell, button type PER NEMA twist-lock receptacle only PER5 Five-wire receptacle only PER7 Seven-wire receptacle only PIR Motion/Ambient Light Sensor, 8-15' mounting height ⁴ PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc ⁴ PIRH 180° motion/ambient light sensor, 15-30' mounting height ⁴ PIRH1FC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc ⁴ SF Single fuse (120, 277, 347V) ⁵ DF Double fuse (208, 240, 480V) ⁵ DS Dual switching ⁵ E7WH Emergency battery backup (7W) ⁷	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DSSXD Sandstone DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone
E7WC Emergency battery backup (cold, 7W) ^{7,8} E7WHR Remote emergency battery backup (remote 7W) ^{7,9} E20WH Emergency battery backup (20W) ^{7,10} E20WC Emergency battery backup (cold, 20W) ^{7,8,10} E23WHR Remote emergency battery backup (remote 20W) ^{7,9} LCE Left side conduit entry ¹¹ RCE Right side conduit entry ¹¹ Shipped separately RBPW Retrofit back plate ² VG Vandal guard ¹² WG Wire guard ¹²	

Accessories

Ordered and shipped separately.

WSTVCPBBW DDBXD U	Premium Surface - mounted back box
WSBBW DDBTX U	Surface - mounted back box
RBPW DDBXD U	Retrofit back plate

NOTES

- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240 or 277 options only. when ordering with button type photocell (PE), fusing (SF, DF), or dual switching (DS).
- Also available as a separate accessory; see accessories information.
- Top conduit entry standard.
- Not available with PE, PER, PER5, PER7, VG or WG.
- Not available with MVOLT option. Button photocell (PE) can be ordered with a dedicated voltage option. Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.

- Not available with E7WH, E7WC, E7WHR, E20WC, E20WH, or E23WHR. Used with inverter system. Not available with 347/480V. Not available with PE, PER, PER5 & PER7.
- Not available with 347/480V.
- Battery pack rated for -20° to 40°C.
- Comes with PBBW.
- Warranty period is 3-years.
- Not available with BBW.
- Must order with fixture; not an accessory.



To: Steve Linke - New Trier High School

From: Matt Jacobs

Date: May 16, 2019

Steve:

As a follow up to our conversation, below is pricing for a 250' long x 50' AGL, 5-pole backstop netting system to be supplied and installed at the Duke Childs varsity baseball field:

SPECS:

- We will demo the existing backstop fencing and remove from site.
- We will supply (5) 62' long x 12 3/4" OD x .375 thick, Black, weather treated, heavy duty steel poles and install them into the ground 12' deep utilizing 36" boring and 4,000 psi concrete. Two poles will be centered behind home plate spaced 60' OC. A pole will be installed in front of the 1st base and 3rd base dugouts at 40' OC. An additional pole will be installed approximately 20' beyond the 1st base dugout at 60' OC.
- (5/16") 1 x 7 Galvanized, extra heavy strength steel strand cable will be secured to the top and at wall and dugout rooftop level on each pole utilizing strand vises and galvanized steel eyebolts.
- Stainless steel eyenuts will be secured to the 3' high concrete wall and dugout rooftops spaced 3' OC to accept the bottom cable. Concrete wall to be supplied and installed by others.
- (4) Custom sections of (# 42), 1 3/4" Black, weather treated, on the square baseball netting containing a perimeter rope border will be secured to the cables utilizing spring loaded snaps , weather treated twine and steel mounting clamps.

This will be a delivered and installed system. We will need a clear path to the site for pole delivery and our installation equipment. There may be an additional charge should we encounter rock or very poor soil conditions prior to reaching the necessary depth. We can discuss the payment options.

I will follow up with you to confirm receipt and answer any questions you may have.

Thank you,
Matt Jacobs
National Sports Nets, LLC



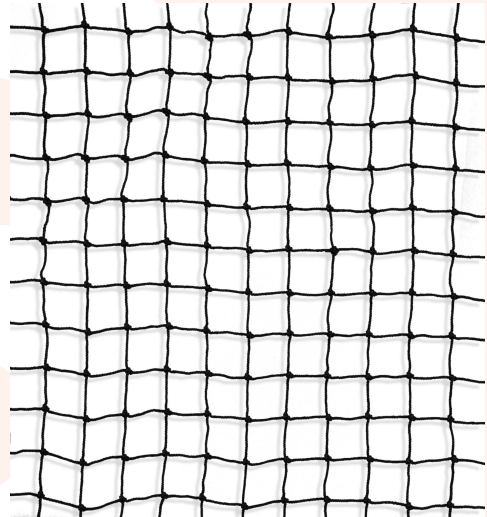
Ball Fabrics

510 W Arizona Ave DeLand, FL 32720

Email info@ballfabrics.com | www.ballfabrics.com | Phone 386-740- 7212 • Toll Free 866-360-1008 | Fax 386-740- 7206

42 Baseball Netting Specifications

Product:	#42 Baseball Netting
Fiber:	100% UV Treated Nylon
Color:	Black
Construction:	Knotted 1 ¾" Square Mesh
Break Test:	375 LBS
Burst Test:	505 LBS



Ball Fabrics



June 11th, 2019

National Sports Nets, LLC
7700 W 79th St. Suite 101
Bridgeview, IL 60455
Attn: Matt Jacobs

NETTING POLE SUBMITTAL

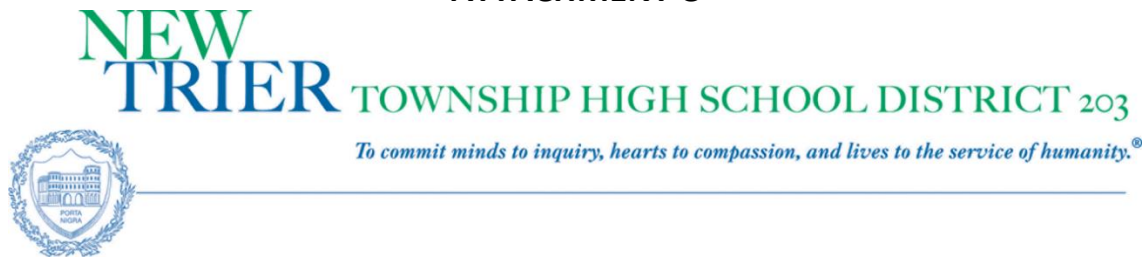
The steel netting poles below, which we propose to supply to National Sports Nets, will meet and exceed the minimum yield and tensile strengths of ASTM Gr. A500 B/C steel specification.

- Straight Seam Carbon Steel Pipe
- 12.75" O.D. x .375" wall
- 62 ft. Overall length
- Circumference midwelds (if required) to be performed by AWS D1.1 certified fabricators
- Cap and bottom plates fully welded to both ends
- Weight per foot: 49.6 lbs.

Steel supplied will include sandblasting, primer, and black top-coat paint.

Should you require further assistance, please call.

Eagle Tubular Products, Inc.



June 07, 2019

David Schoon, Director
Village of Winnetka Community Development
510 Green Bay Road
Winnetka, IL 60093

**New Trier Township High School - Duke Childs Field
Duke Childs Field Zoning & Land Use Relief**

Special Use Permit

New Trier Township High School - Duke Childs Field
1321 Willow Rd
Winnetka, IL 60093

Zoning – R2 Single Family Residential

Variation Standards

Overall the proposed improvements are in harmony with the general purpose and intent of the Zoning Ordinance as the Ordinance allows for public high schools and their associated activities including athletic fields in the R2 District. Athletic fields by their nature consume a significant amount of land area. With a fixed amount of land area, fitting the necessary athletic fields and their associated parking areas and service buildings can be a challenge. Due to these challenges, parts of the JV softball field and lacrosse playfield are located within the required 50-foot front yard along Hibbard Wood. Also, certain playfields, such as varsity baseball fields, can result in errant balls leaving the playfield and hitting spectators, pedestrians and vehicles. Minimizing that that from happening within the existing maximum 35-foot height allowed for such structures in the R2 District is a practical difficulty and hardship; that is why a 50-foot tall netting is proposed to run (100 feet in the east-west direction parallel to Willow road on the home-1st, 50 feet along the backstop, 100 feet in the north-south direction along the 3rd to home sidelines of the varsity baseball field) so as to increase the safety of pedestrians, spectators and vehicles.

Special Use Standards

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

The proposed improvements will actually improve the public health, safety, comfort, and general welfare of the community. The playfield improvements will help improve the safety of the students and community members who use the fields by improving the surfaces. Replacing the existing building will create better washroom facilities for the site, gender equity by adding female locker facilities (which do not exist now). Additional parking with a turnaround will relieve parking in the surrounding neighborhood and golf course. The netting will provide both additional safety for spectators, pedestrians and vehicles, along with additional parking spots as no one parks in the foul ball area now.

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

The proposed improvements continue the use of the property that has occurred on the property for forty (40) years. The safety upgrades and facility improvements will neither diminish nor impair property values in the immediate vicinity. The addition of the northerly parking lot should minimize the number of visitors to the site that will need to park in the adjacent neighborhoods.

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

The proposed improvements will not change the current use of the property which use has not impeded the normal and orderly development or improvement of other property in the immediate vicinity. The proposed improvements will upgrade the facilities currently in use at the site and is designed to enhance the site by being well-suited to its use as athletic fields.

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

With the creation of the northerly parking lot, visitors arriving by vehicle will be provided more opportunities to park on site, and the access to this parking lot has been designed to align with Cherry Street at its intersection with Hibbard Road. The designed turn area will also help traffic flow. The addition of sidewalks into the facility from the intersection of Cherry and Hibbard and from the intersection of Willow Road and Hibbard will improve pedestrian access and safety. There will be no lighting included in the parking or playing areas as New Trier does not intend to have night games or allow overnight parking.

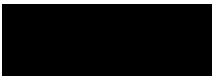
That adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the special use exist or are to be provided.

Please see the responses to the previous standards regarding parking and access roads. The site will not need utility improvements by the Village, and the School District is working with the Village to ensure that drainage and all stormwater needs are addressed as part of the Village's proposed stormwater improvements on the property. These improvements will not result in an increase of use of the field, just a better quality athletic space for both New Trier students and the other community groups that use the space like the Winnetka Park District, AYSO, Trevian Softball and Wilmette Baseball.

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

The improvements to the property will conform with the other applicable Village ordinances and codes.

Sincerely,



Dave Conway
Director of Physical Plant Services
New Trier High School District 203
7 Happ Road
Northfield, IL 60063

Duke Childs Field Renovation
LANDSCAPE PLAN NARRATIVE
Prepared by The Lakota Group
May 21, 2019

The Landscape Plan includes landscape buffer screening and internal parking lot planting for the proposed new north parking lot, as well as plantings around the new Restroom and Maintenance building.

For the new north parking lot, landscape buffer plantings and internal parking lot landscape areas are incorporated in accordance with the Village of Winnetka requirements. The 6'-6" width landscape buffer along Hibbard Road includes a flowering shrub hedge and groundcover plantings. While a canopy tree layer in the parking lot screening is not required for the 115 linear feet lot frontage, the street trees along Hibbard provide an overstory layer. The parking lot incorporates 11% internal landscape area (7.5% required) planted with 13 canopy trees (12 required), perennials, and grasses. Three additional canopy trees are included at the south side of the parking lot to provide supplemental shade.

Plantings at the proposed new Restroom and Maintenance building include new ornamental trees at the northwest and southwest as well as deciduous and flowering shrubs, grasses, and groundcover.

Comparison of the differences between existing and proposed operations, and how the differences may or may not impact properties in the area. (e.g. frequency, number, and time of events on the fields, any sound amplification, lighting, etc.) Who will be doing this?

The proposed improvements for Duke Childs fields will not increase our existing operations, and surrounding properties will not be impacted with an increase in events. Rather, the intentions of the proposed improvements focus on replacing old and inadequate equipment, providing gender equity (baseball and softball), and adding safety, accessibility, and aesthetic enhancements for both the Village of Winnetka and New Trier High School.

The primary use of Duke Childs fields will remain New Trier High School baseball and softball practice/games with occasional soccer practices/games. In theory, the fields will be used less in the fall than current, and remain the same for spring. Additionally, New Trier High School still intends to allow organizations such as the Winnetka Park District, AYSO, Trevian Softball, Wilmette Baseball and others to rent fields at Duke Childs. Again, this is existing usage and will not increase the number of times Duke is used by outside organizations.

Finally, sound amplification will remain the same as now, which is minimal. Lightning is not included in the proposed improvements.

Given the expanded parking lot along the north side of the property, how do you plan to mitigate any potential traffic impacts to the neighborhood to the east?

The proposed Northeast parking lot is intended to address the current unsafe and inadequate parking issues at Duke Childs, and will not cause an increase in traffic. Rather, providing designated parking spaces in the Northeast parking lot for Winnetka Park District and New Trier spectators for events at Duke Childs and Little Duke will address the current issue of spectators parking randomly throughout the site, including portions of the golf course.

Also, the proposed netting on the varsity baseball field will not only significantly decrease foul balls heading onto Willow Road, it will provide an option for spectators to park in the parking lot located along Willow Road, which most people will not use due to the risk of having their cars hit with a baseball. We should actually see a decrease in traffic at Cherry street since many cars will choose to park in the South lot for baseball now that it will be a safe and viable option. After renovations occur, the expectations will be spectators, players, and coaches will utilize the Northeast and South parking lots for events, and no cars will be parked along fields or the golf course.

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
TO ALLOW FOR CONSTRUCTION OF BASEBALL/SOFTBALL
DUGOUTS AT NEW TRIER HIGH SCHOOL'S
DUKE CHILDS ATHLETIC FIELD**

WHEREAS, New Trier Township High School District No. 203 is the owner of the following described real estate ("Subject Property"):

Lot 3 in Open Lands Subdivision, being a subdivision of the Southeast Quarter of the Northeast Quarter, excepting therefrom the Southerly 50.00 feet thereof and the Easterly 50.00 feet thereof, also excepting therefrom Lots 35 and 36 in Block 1 in the resubdivision of Blocks 8 to 12, inclusive, in Winnetka Manor Addition, in Section 19, Township 42 North, Range 13 East of the Third Principal Meridian in the Village of Winnetka, Cook County, Illinois,

which is commonly known as New Trier High School Athletic Field (Duke Childs Field), and is located at the northwest corner of Hibbard and Willow Roads, Winnetka, Illinois, in the "A-3" (One-Half Acre) Single-Family Residential Zoning District provided in the Winnetka Zoning Ordinance, Chapter 22, Winnetka Village Code; and

WHEREAS, the Subject Property was originally owned by the Village of Winnetka and was conveyed to New Trier Township High School District, subject to recorded covenants that restrict the use of the Subject Property to that of an athletic field and sports facility, with associated parking and a then-present storage building, with all construction of improvements to be subject to approval by the Village; and

WHEREAS, New Trier Township High School District No. 203 ("New Trier") has submitted a request to the Council of the Village of Winnetka, seeking a special use permit under Section 22.13 of the Winnetka Zoning Ordinance, in order to permit the replacement of ballfield

fencing, the scoreboard and four existing dugouts, and the construction of two additional dugouts for existing baseball and softball diamonds; and

WHEREAS, on October 16, 1997, the Design Review Board considered New Trier's request and made unanimous comment that the proposed improvements are appropriate and that the Board would issue a Certificate of Appropriateness for the project presented, subject to further study of the buildings' wall and roof treatments and of the landscaping at the Willow Road parking lot, which is scheduled to be paved in 1998; and

WHEREAS, at its meeting of October 22, 1997, by the concurrence of six of the eight members then in attendance, the Plan Commission recommended that the special use permit be approved, finding the proposal to be consistent with the Winnetka Comprehensive Plan, subject to the condition that the height of the proposed structures be limited to one story; and

WHEREAS, at its meeting on October 22, 1997, by the concurrence of all eight of the members then in attendance, the Plan Commission endorsed the recommendations of the Design Review Board; and

WHEREAS, on November 3, 1997, the Zoning Board of Appeals conducted a public hearing, pursuant to due notice thereof, and by the unanimous vote of the six members then present, has reported to the Council recommending that the requested special use permit be granted; and

WHEREAS, public uses are permitted as special uses in all zoning districts, subject to the conditions and requirements pertaining to special uses, as set forth in Section 22.13 of the Winnetka Zoning Ordinance, Chapter 22, Winnetka Village Code; and

WHEREAS, the proposed, improved special use will benefit the public health, safety, comfort, morals and general welfare of the Village, by enhancing the safe use of the athletic field by student athletes and by creating a more attractive and easily maintained athletic field; and

WHEREAS, the proposed, improved special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity, nor will it substantially diminish or impair property values in the immediate vicinity, as the existing baseball and softball diamonds are an established use in the neighborhood and the proposed improvements will enhance the aesthetic qualities of the existing facilities and allow for improved maintenance; and

WHEREAS, the proposed special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted under applicable zoning regulations, as the existing baseball and softball diamonds are an established use in the neighborhood and the proposed improvements are designed to enhance the use and appearance of the Subject Property; and

WHEREAS, adequate measures have been taken to provide ingress and egress in a manner that minimizes pedestrian and vehicular traffic congestion in the public ways, since the proposal does not change the nature or intensity of the use of the athletic fields and thus will have no measurable effect on traffic in the area; and

WHEREAS, adequate parking, access roads, utilities, drainage and other facilities necessary to the operation of the existing special use exist or will be provided on the Subject Property, as the nature and intensity of the use of the athletic fields will not be increased and the existing gravel parking lot will be paved; and

WHEREAS, the proposed special use consisting of the existing use of the fields and the existing and proposed improvements, will continue to be in conformity with the applicable regulations of the Zoning Ordinance and the Winnetka Village Code;

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

SECTION 1: That the Village Council hereby adopts the foregoing recitals as their findings.

SECTION 2: That a special use permit under Section 22.13 of the Zoning Ordinance adopted by the Village of Winnetka, Cook County, Illinois, and now in effect, is granted with respect to the Subject Property, which is commonly known as New Trier High School Athletic Field (Duke Childs Field) and which is located at the northwest corner of Hibbard and Willow Roads in the "A-3" (One-Half Acre) Single-Family Residential District provided in said Zoning Ordinance, to allow the replacement of ballfield fencing, the scoreboard and four existing dugouts, and the construction of two additional dugouts for existing baseball and softball diamonds, said work to be done in accordance with the revised site plans, elevations and specifications presented at the November 3, 1997, hearing before the Zoning Board of Appeals, subject to the terms and conditions hereinafter set forth.

SECTION 3. That the special use permit hereby granted is conditioned upon the commencement of the installation of the proposed improvements within 12 months after the effective date of this Ordinance.

SECTION 4: That, pursuant to Section 22.13(g) of the Zoning Ordinance, all stipulations, conditions and restrictions set forth in this Ordinance as part of the terms under which the special use is granted, may be modified or revised from time to time by the village council following public

notice and hearing, using the same procedures set forth in the Zoning Ordinance for processing the original special use application.

SECTION 5: That this Ordinance shall be in full force and effect from and after its passage, approval, and posting.

Passed and approved this 16th day of December, 1997.

AYES: Trustees Lien, Lanphier, Duhl, Darning, Meuer and Hilton

NAYS: None

ABSENT: None

Signed:


Village President

Countersigned:


Village Clerk

Introduced December 2, 1997

Posted December 3, 1997

Passed and Approved December 16, 1997

Posted December 17, 1997

A:\Agenda 12-2\M-510-97 Duke Childs Field.wpd

ATTACHMENT E**ORDINANCE NO. M-12-2002****AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW FOR CONSTRUCTION OF BASEBALL/SOFTBALL DUGOUTS AT NEW TRIER HIGH SCHOOL'S DUKE CHILDS ATHLETIC FIELD**

WHEREAS, New Trier Township High School District No. 203 ("New Trier") is the owner of the following described real estate ("Subject Property"):

Lot 3 in Open Lands Subdivision, being a subdivision of the southeast quarter of the northeast quarter, excepting therefrom the southerly 50 feet thereof and the easterly 50 feet thereof, also excepting therefrom Lots 35 and 36 in Block 1 in the Resubdivision of Blocks 8 to 12, inclusive, in the Winnetka Manor Addition, in Section 19, Township 42 North, Range 13 East of the Third Principal Meridian in the Village of Winnetka, Cook County, Illinois,

which is commonly known as Duke Childs Field, 1321 Willow Road (northwest corner of Willow and Hibbard Roads), Winnetka, Illinois, in the R-2 Single-Family Residential Zoning District provided in Chapter 17.24 of the Winnetka Zoning Ordinance, Title 17, Winnetka Village Code; and

WHEREAS, the Subject Property was originally owned by the Village of Winnetka and was conveyed to New Trier Township High School District, subject to recorded covenants that restrict the use of the Subject Property to that of an athletic field and sports facility, with associated parking and a then-present storage building, with all construction of improvements to be subject to approval by the Village; and

WHEREAS, New Trier has submitted a request for a special use permit under Section 17.56 of the Winnetka Zoning Ordinance, to permit the replacement and expansion of four existing dugouts; and

WHEREAS, on February 21, 2002, the Design Review Board considered New Trier's request and issued favorable comment on the project presented, subject to the following recommendations: (a) that the applicant substitute a brick material for the split-face concrete masonry units, due to the location's visibility as an entry gateway to the Village, and (b) that climbing vines be planted and maintained to soften the appearance and visibility of the dugouts; and

WHEREAS, at its meeting of February 27, 2002, the eight members of the Plan Commission then present unanimously found the proposed special use to be consistent with the Comprehensive Plan and further recommended that special attention be given to the height of the structures, the final color selections, the roof material and color and the inclusion of ivy as wall covering because of the significant visual impact of the dugouts; and

WHEREAS, pursuant to due notice, the Zoning Board of Appeals conducted a public hearing on March 11, 2002, and, by the favorable vote of four of the five members then present, has recommended that the requested special use permit be granted; and

WHEREAS, public high schools are permitted as special uses in the R-2 Zoning District pursuant to Section 17.24.010(B)2b of the Zoning Ordinance, and the Council of the Village of Winnetka find and determine that the baseball field and dugouts are necessary and reasonable facilities that are part of the total educational operation of the New Trier Public High School; and

WHEREAS, nonessential public uses are permitted as special uses in all zoning districts, subject to the conditions and requirements pertaining to special uses, as set forth in Section 17.56.010(B) of the Winnetka Zoning Ordinance, Title 17, Winnetka Village Code and the Council of the Village of Winnetka find and determine that the baseball fields and dugouts also constitute a nonessential public use as defined in Section 17.56.010(B) of the Zoning Ordinance; and

WHEREAS, the proposed changes to the dugouts are substantially similar to changes previously approved for the Subject Property pursuant to Ordinance M-510-97, except that the current application does not seek to add any new dugouts; and

WHEREAS, the proposed, improved special use will benefit the public health, safety, comfort, morals and general welfare of the Village, by enhancing the safe use of the athletic field by student athletes and by creating a more attractive and easily maintained athletic field; and

WHEREAS, the proposed, improved special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity, nor will it substantially diminish or impair property values in the immediate vicinity, as the existing baseball and softball diamonds are an established use in the neighborhood and the proposed improvements will enhance the aesthetic qualities of the existing facilities and allow for improved maintenance; and

WHEREAS, the proposed special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted under applicable zoning regulations, as the existing baseball and softball diamonds are an established use in the neighborhood and the proposed improvements are designed to enhance the use and appearance of the Subject Property; and

WHEREAS, adequate measures have been taken to provide ingress and egress in a manner that minimizes pedestrian and vehicular traffic congestion in the public ways, since the proposal does not change the nature or intensity of the use of the athletic fields and thus will have no measurable effect on traffic in the area; and

WHEREAS, adequate parking, access roads, utilities, drainage and other facilities necessary to the operation of the existing special use exist or will be provided on the Subject Property, as the nature and intensity of the use of the athletic fields will not be increased and the existing parking lot has recently been paved and upgraded; and

WHEREAS, the proposed special use consisting of the existing use of the fields and the existing and proposed improvements, will continue to be in conformity with the applicable regulations of the Zoning Ordinance and the Winnetka Village Code;

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

SECTION 1: That the Village Council hereby adopts the foregoing recitals as their findings.

SECTION 2: That, pursuant to Sections 17.24.010(B)2b and 17.56.010 of the Zoning Ordinance, Title 17 of the Winnetka Village Code, a special use permit is hereby granted to the Subject Property, which is located in the R-2 Single-Family Residential District, is commonly known as Duke Chills Field at the northwest corner of Hibbard and Willow Roads, and is owned by the New Trier Township High School District No. 203, to allow the replacement of four existing dugouts, said work to be done in accordance with the revised site plans, elevations and specifications submitted with the application for special use, subject to the following terms and conditions:

A. That the height of the front of the dugouts, which face the ball diamonds, shall be reduced to 10-feet, 4-inches at the front, and the height of the back of the dugouts shall be reduced to 8-feet, 4-inches;

B. That the final landscaping plan shall be subject to approval by the Village Council, with the Village Council reserving the right and authority to determine whether and to what extent landscaping shall be provided around the dugouts until the dugouts have been constructed; and

C. That any graphics or signage to be placed on the dugouts or the Subject Property shall be subject to approval by the Village Council, following review by and recommendation from the Design Review Board, with the Village Council reserving the right to determine the consistency of any proposed graphics and signage with both the Village's Design Guidelines and the restrictive covenants that apply to the Subject Property; and

D. That the proposed improvements, including landscaping, graphics and signage, shall be completed within 12 months after the effective date of this Ordinance

SECTION 3: That, pursuant to Section 17.56.010(G) of the Zoning Ordinance, all stipulations, conditions and restrictions set forth in this Ordinance as part of the terms under which the special use is granted, may be modified or revised from time to time by the Village Council following public notice and hearing, using the same procedures set forth in the Zoning Ordinance for processing the original special use application.

SECTION 4: This Ordinance shall take effect immediately upon passage, approval and posting.

ADOPTED this 16th day of April, 2002, pursuant to the following roll call vote:

AYES: Trustees Aquilino, Brower, Powell, Presser, and Woodbury

NAYS: Trustee Greenough

ABSENT: None

Signed:

s/s Michael F. Duhl

Village President

Countersigned:

s/s Douglas G. Williams

Village Clerk

Introduced: April 9, 2002

Posted: April 10, 2002

Passed and Approved: April 16, 2002

Posted: April 17, 2002



Agenda Item Executive Summary

Title: Resolution Nos. R-61-2019 & R-62-2019: Chestnut and Spruce Street Streetscape Improvement Project (Adoption)

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

Agenda Date: 06/18/19

Consent: ☐ YES ☒ NO

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

Item History:

6-19-18: Village Council adopted Downtown Streetscape & Signage Plan
2-12-19: Village Council reviewed proposed revisions to Downtown Streetscape & Signage Plan and authorized staff to solicit engineering proposals
2-19-19: Village Council awarded contract for design engineering services
4-9-19: Village Council reviewed 60% Downtown Streetscape Plan and directed staff to proceed developing 90% construction bid documents
5-7-19: Village Council authorization to seek project bids

Executive Summary:

At the May 7, 2019 Council meeting, staff was directed to seek bids for the proposed Chestnut Street and Spruce Street Streetscape Improvements project. A total of four sealed bids were received, with the lowest responsible bid being offered by ALamp Concrete Company, of Schaumburg, Illinois.

The Village sought bid pricing for the base work bid plus four alternatives, which include (1) private water service work, (2) water main work, (3) festoon lighting, and (4) lighted bollards. The following is a list of the bids received for the base work plus all four alternatives from each contractor. The attached bid tab includes detailed proposal information for each alternative.

1. Alamp Concrete Contractors	\$1,806,372.04
2. Copenhagen Construction	\$2,115,289.00
3. Alliance Contractors	\$2,230,004.13
4. Martam Construction	\$2,527,844.20

Engineer's Estimate: \$2,169,825.30

The 2019 Village Budget contains \$2,074,340 for the construction of this phase of the project (Account No. 420.15.01-650). The design team has completed an estimate of probable construction cost for the project, and found the proposed bid from ALamp Concrete to be reasonable and below the anticipated budget. The Village will purchase the paver bricks separately to ensure that identical paver bricks are used throughout the business district, and this is included with the budget. Also, as explained later in this report, the Village plans to separately purchase the pedestrian and roadway lights at a cost of \$100,000.00, which would bring the total cost for the streetscape improvements to \$1,906,372.04.

The following is detailed information about each of the four bid alternatives.

Alternative No. 1 (\$59,670.00): Is in coordination with the owners of the building located at 555-571 Chestnut Street for the installation of a new private 6-inch water service line to meet fire protection requirements. The building owner will be responsible for the cost to install the water service line and vaults.

Executive Summary (continued):

Alternative No. 2 (\$52,460.00): Is for work associated with a new Village-owned water main extending south of the intersection of Elm and Chestnut Streets and reconnecting to the existing water main. The installation of the new main will prevent disturbance to the intersection during future construction phases of the Master Streetscape program.

Alternative No. 3 (\$257,567.82): Is for the installation of festoon lighting at the four corners of the intersection of Elm and Chestnut Streets as well as at the entryway to Chestnut at Spruce Street.

Alternative No. 4 (\$17,500.00): Is for the installation of lighted bollards at the four corners of the intersection of Elm and Chestnut Streets.

As part of the bid award at the June 18 meeting, staff will seek approval or denial for each of the four alternatives.

The schedule for the project anticipates work commencing on July 22 after the conclusion of the sidewalk sale. Substantial completion of the work is expected by October 18, with final punch list items completed by November 1. All landscaping items and installation of any benches or bike racks will be completed in Spring (April-May) 2020.

To ensure the work is completed on time and to avoid potential mark-up fees, staff is also requesting authorization to move forward with directly purchasing the pedestrian and roadway lights. These lighting fixtures typically have longer lead times for delivery and since they are considered critical for the completion of the work, staff is seeking to expedite their purchase. A Resolution is included on the agenda item authorizing staff to move forward with the purchase of these lighting fixtures.

ALamp Concrete Contractors has successfully performed work for the Village in the past, including the 2018 & 2019 Street Rehabilitation Program, and the Lincoln and Elm Street Parking Lot improvements. Staff believes that the proposed streetscape project will be completed within the budget and within the time schedule specified in the contract. Staff recommends awarding the Chestnut Street and Spruce Street Streetscape Improvements project to ALamp Concrete Contractors for a price not to exceed the total of the base bid work (\$1,419,174.22) in addition to the authorized alternatives approved by the Council.

Recommendation:

Consider adopting Resolution No. R-61-2019, awarding a purchase order to ALamp Concrete Contractor for the Chestnut Street and Spruce Street Streetscape Improvements project, and approved alternatives for an amount not to exceed \$1,806,372.04.

Consider adopting Resolution No. R-62-2019, authorizing staff to purchase Pedestrian and Roadway lighting fixtures for a total amount not to exceed \$98,462.

Attachments:**1. Resolution No. R-61-2019**

- Proposal from ALamp Concrete Contractors
- Bid tabulation

2. Resolution No. R-62-2019

- Proposal from KSA Lighting
- Proposal from Wesco

RESOLUTION NO. R-61-2019

**A RESOLUTION APPROVING A CONTRACT WITH
A LAMP CONCRETE CONTRACTORS, INC. FOR THE
STREETSCAPE IMPROVEMENT PROJECT**

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 adopted the Downtown Streetscape and Signage Plan, which calls for pavement preservation services and signage replacement on Chestnut and Spruce Street (collectively, "**Work**"); and

WHEREAS, the Village requested bids for performance of the Work, seeking prices for (i) a base scope of Work ("**Base Bid**") and (ii) for four additional options to supplement the Work (collectively, "**Additional Work**"); and

WHEREAS, the Municipalities received four bids for the Work and the Additional Work, and opened the bids on June 5, 2019; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois ("**Contractor**"), is the lowest responsive and responsible bidder for the Work and Additional Work; and

WHEREAS, the Contractor provided a Base Bid in the amount of \$1,419,237.58; and

WHEREAS, the Contractor provided a first alternative bid in the amount of \$59,670 to coordinate with the owners of the building located at 555-571 Chestnut Street for the installation of a new private 6-inch water service line ("**Alternate No. 1**"); and

WHEREAS, the Contractor provided a second alternative bid in the amount of \$52,460 for work related to a new Village owned water main extending to the south of the intersection of Elm and Chestnut Street and reconnecting to the existing water main ("**Alternate No. 2**"); and

WHEREAS, the Contractor provided a third alternative bid in the amount of \$257,567.82 for the installation of new holiday festoon lighting at the four corners of the intersection of Elm and Chestnut Street ("**Alternate No. 3**") ; and

WHEREAS, the Contractor provided a forth alternative bid in the amount of \$17,500 for the installation of new illuminated bollards at the four corners of the intersection of Elm and Chestnut Street ("**Alternate No. 4**"); and

WHEREAS, the Village Council desires to enter into a contract with the Contractor for the performance of the Work to include the Base Bid, Alternate No. 1, Alternate No. 2, Alternate No. 3, and Alternate No. 4 ("**Contract**") in an amount not to exceed \$1,806,372.04; and

June 18, 2019

R-61-2019

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

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

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

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

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

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 18th day of June, 2019, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION OF
CHESTNUT STREET AND SPRUCE STREET
STREETSCAPE IMPROVEMENTS

BID PACKAGE

INVITATION FOR BIDDER'S PROPOSALS

OWNER: Village of Winnetka
510 Green Bay Road
Winnetka Illinois

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

The work includes pavement, curb, sidewalk, planter and tree removal; new curb & gutter, brick and concrete sidewalk, tree grates, planters, brick paver crosswalks, trees, landscape furnishings, pavement markings, drainage structures, storm sewer, water main, adjusting/replacing frames and grates/lids, and related collateral work.

The Work shall be performed at the following Work Site:

Chestnut Street from Elm Street to Spruce Street;
Spruce Street from Alley (appx. 165' west of Chestnut Street) to Green Bay Road;

2. The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- A. Invitation for Bidder's Proposals;
- B. General Instructions to Bidders;
- C. Addenda, if any are issued during the bidding process;
- D. Bidder's Proposal;
- E. Bidder's Sworn Acknowledgement;
- F. Bidder's Sworn Work History Statement;
- G. Other information submitted by Bidder, if requested during the bidding process;
- H. Notice of Award; and

- I. Contract, including all of its attachments and appendices, if any.

4. Inspection and Examination

Bid Documents may be obtained

1. Via the Internet at <http://www.villageofwinnetka.org/departments/finance/bid-and-proposal-opportunities/>., at no charge.

In making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

The Contract specifications may include the Illinois Department of Transportation's General Conditions of the Contract, "State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB); "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS); "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD). The specifications also may include Owners' [City/Village] Code and Building Code. References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

5. Pre-Bid Meeting

Every prospective bidder is required to attend a Bid Meeting scheduled for **10:30 a.m., local time, May 30, 2019 in the Public Works Conference Room at Village of Winnetka Public Works Building**, 1390 Willow Road, Winnetka Illinois 60093 to review the scope of the improvements and the project specifications. Failure to attend this mandatory meeting will disqualify the bidder.

6. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until **11:00, a.m., local time, June 6, 2019**, at the Office of the Assistant Director of Finance, Village of Winnetka, 510 Green Bay Road, Winnetka Illinois, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

7. Bid Security, Bonds and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least 5 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.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond on award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be

INVITATION

accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, Owner, on award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract on award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance on award of the Contract to Bidder.

DATED: _____, 20__

Village of Winnetka

[insert name and title of issuing official]

By: _____
Name

Title

VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION OF
CHESTNUT STREET AND SPRUCE STREET
STREETSCAPE IMPROVEMENTS

BID PACKAGE

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VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION OF
CHESTNUT STREET AND SPRUCE STREET
STREETSCAPE IMPROVEMENTS

BID PACKAGE

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied on by Prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work.

3. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. Specific provisions relating to the Prevailing Wage Act, and required of the Contractor, are included in the Contract. A copy of Owner's ordinance ascertaining the prevailing rate of wages in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. Taxes and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

The Village typically provides an electronic spreadsheet for submitting schedules of prices. If the Village requests handwritten proposals, then entries on the those proposal form shall be entered or written legibly written in ink. In case of any conflict between words and numbers, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

ACKNOWLEDGEMENT

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder on satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("*Bid Security*"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

ACKNOWLEDGEMENT

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time. The Contractor must be able to perform a minimum of 51% of the contract work under their own forces.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely on, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 45 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 45 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare two copies of the Contract based on Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

15. Finalization of Contract

A. Finalization Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all conditions precedent to signing the Contract before the 10th day after the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("*Finalization Date*").

B. Conditions Precedent to Finalization. On or before the Finalization Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Finalization Date, and submit to Owner both copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Finalization Date; and (2) submit two executed copies of all required Bonds dated as of the Finalization Date and all certificates and policies of insurance.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Finalization. On the Finalization Date, and provided that all documents required to be submitted prior to or on the Finalization Date have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract and tender one copy to the successful Bidder at the Finalization. The successful Bidder shall tender a copy to its surety company or companies.

16. Failure to Finalize

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the conditions precedent to finalization or to properly finalize and execute the Contract shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. On annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION OF
CHESTNUT STREET AND SPRUCE STREET
STREETSCAPE IMPROVEMENTS**

BID PACKAGE

BIDDER'S PROPOSAL

Full Name of Bidder _____ ("Bidder")

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

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

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. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the *work including pavement, curb, sidewalk, planter and tree removal, new curb & gutter, brick and concrete sidewalk, tree grates, planters, brick paver crosswalks, trees, landscape furnishings, pavement markings, drainage structures, storm sewer, water main, adjusting/replacing frames and grates/lids, and related collateral work*; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

ACKNOWLEDGEMENT

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, 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 on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

☐

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of (*write in numbers only*):

\$ _____

☐

FORCE ACCOUNT OPTION. All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to "extra work." Contractor shall be paid in installments as provided in the Contract. Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

☒

B. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1	TREE REMOVAL	UNIT	278	\$ _____	\$ _____
2	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,074	\$ _____	\$ _____
3	BENCHES	EACH	15	\$ _____	\$ _____
4	LITTER RECEPTACLES	EACH	7	\$ _____	\$ _____
5	RECYCLING RECEPTACLES	EACH	7	\$ _____	\$ _____
6	BICYCLE RACKS	EACH	13	\$ _____	\$ _____
7	TREE GRATES	EACH	13	\$ _____	\$ _____
8	PLANTER POTS	EACH	17	\$ _____	\$ _____
9	DECIDUOUS TREES, 2.5" CAL	EACH	23	\$ _____	\$ _____
10	SHRUBS, 5 GAL	EACH	140	\$ _____	\$ _____
11	PERENNIALS, 1 GAL	EACH	619	\$ _____	\$ _____
12	36" STRUCTURAL SOIL	CU YD	351	\$ _____	\$ _____
13	PLANTING SOIL MIX	CU YD	144	\$ _____	\$ _____
14	MULCH, SHREDDED HARDWOOD BARK	CU YD	20	\$ _____	\$ _____
15	MULCH, DECOMPOSED MUSHROOM COMPOST	CU YD	12	\$ _____	\$ _____
16	MASONRY SEAT WALL	EACH	1	\$ _____	\$ _____
17	DRINKING FOUNTAIN	LUMP	1	\$ _____	\$ _____
18	LANDSCAPE BOLLARD	EACH	18	\$ _____	\$ _____
20	HOLIDAY DÉCOR	EACH	24	\$ _____	\$ _____
20	AGGREGATE BASE COURSE, TYPE B	TON	281	\$ _____	\$ _____
21	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,231	\$ _____	\$ _____
22	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	674	\$ _____	\$ _____
23	BRICK PAVER SIDEWALK, PEDESTRIAN	SQ FT	6,822	\$ _____	\$ _____
24	BRICK PAVER CROSSWALK, VEHICULAR	SQ FT	95	\$ _____	\$ _____
25	PORTLAND CEMENT CONCRETE PAVEMENT 9 INCH	SQ FT	56	\$ _____	\$ _____
26	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	8,483	\$ _____	\$ _____

ACKNOWLEDGEMENT

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
27	DETECTABLE WARNINGS	SQ FT	96	\$ _____	\$ _____
28	PAVEMENT REMOVAL	SQ YD	546	\$ _____	\$ _____
29	HOT-MIX ASPHALT SURFACE REMOVAL (MILLING)	SQ YD	2,314	\$ _____	\$ _____
30	PCC DRIVEWAY REMOVAL & REPLACEMENT. 6"	SQ YD	20	\$ _____	\$ _____
31	CURB REMOVAL	FOOT	158	\$ _____	\$ _____
32	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,350	\$ _____	\$ _____
33	COMBINATION CURB & GUTTER REMOVAL AND REPLACE	FT	200	\$ _____	\$ _____
34	SIDEWALK REMOVAL	SQ FT	9,387	\$ _____	\$ _____
35	BRICK PAVER REMOVAL	SQ FT	2,494	\$ _____	\$ _____
36	HOT-MIX ASPHALT PAVEMENT PATCH - FULL DEPTH	SQ YD	630	\$ _____	\$ _____
37	STORM SEWER REMOVAL	FOOT	98	\$ _____	\$ _____
38	PIPE UNDERDRAIN 4"	FOOT	1,200	\$ _____	\$ _____
39	CATCH BASIN, TYPE D, 3'- DIA. WITH FRAME AND GRATE	EACH	6	\$ _____	\$ _____
40	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	2	\$ _____	\$ _____
41	STORM SEWERS, PVC SDR 26, 8"	FOOT	166	\$ _____	\$ _____
42	REMOVING CATCH BASINS	EACH	7	\$ _____	\$ _____
43	REMOVING INLETS	EACH	2	\$ _____	\$ _____
44	STRUCTURE TO BE ADJUSTED	EACH	20	\$ _____	\$ _____
45	UTILITY STRUCTURE TO BE ADJUSTED	EACH	4	\$ _____	\$ _____
46	FRAMES AND GRATES/LIDS	EACH	10	\$ _____	\$ _____
47	CONCRETE PLANTER CURB	FOOT	361	\$ _____	\$ _____
48	COMBINATION CONCRETE CURB AND GUTTER, TYPE B- 6.12	FOOT	1,547	\$ _____	\$ _____
49	MOBILIZATION	L SUM	1	\$ _____	\$ _____
50	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	7,000	\$ _____	\$ _____
51	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	64	\$ _____	\$ _____

ACKNOWLEDGEMENT

<u>Unit Price Item</u>		<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
52	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,884	\$ _____	\$ _____
53	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	556	\$ _____	\$ _____
54	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	67	\$ _____	\$ _____
55	SIGN, BUSINESS DIRECTORY KIOSK	EACH	1	\$ _____	\$ _____
56	SIGN, REGULATORY	EACH	12	\$ _____	\$ _____
57	SIGN, IDENTIFIER	EACH	1	\$ _____	\$ _____
58	SIGN, LIGHT POLE MOUNT	EACH	1	\$ _____	\$ _____
59	SIGN, DIRECTIONAL POLE MOUNT	EACH	3	\$ _____	\$ _____
60	PEDESTRIAN LIGHT	EACH	25	\$ _____	\$ _____
61	ROADWAY LIGHT	EACH	3	\$ _____	\$ _____
62	LIGHT POLE FOUNDATION, 18" DIAMETER	FOOT	146	\$ _____	\$ _____
63	GFCI CORDSET FOR TREE LIGHTING	EACH	16	\$ _____	\$ _____
64	PERFORMANCE AREA RECEPTACLES	EACH	2	\$ _____	\$ _____
65	UNDERGROUND CONDUIT, PVC, 3/4" DIA.	FOOT	525	\$ _____	\$ _____
66	UNDERGROUND CONDUIT, PVC, 1 1/2" DIA.	FOOT	1,142	\$ _____	\$ _____
67	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	2,153	\$ _____	\$ _____
68	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	664	\$ _____	\$ _____
69	UNDERGROUND CONDUIT, PVC, 4" DIA.	FOOT	352	\$ _____	\$ _____
70	HANDHOLE, PORTLAND CEMENT CONCRETE	EACH	7	\$ _____	\$ _____
71	HANDHOLE, COMPOSITE CONCRETE	EACH	13	\$ _____	\$ _____
72	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 12	FOOT	2,491	\$ _____	\$ _____

ACKNOWLEDGEMENT

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
73	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	4,058	\$ _____	\$ _____
74	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	27,050	\$ _____	\$ _____
75	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	2,382	\$ _____	\$ _____
76	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C 300MCM	FOOT	280	\$ _____	\$ _____
77	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	8	\$ _____	\$ _____
78	DRILL EXISTING HANDHOLE	EACH	14	\$ _____	\$ _____
79	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	4,881	\$ _____	\$ _____
80	REMOVE EXISTING HANDHOLE	EACH	12	\$ _____	\$ _____
81	REMOVE EXISTING CONCRETE FOUNDATION	EACH	8	\$ _____	\$ _____
82	GFCI 20 AMP DUPLEX RECEPTACLE	EACH	17	\$ _____	\$ _____
83	LIGHTING CONTROLLER, SPECIAL	EACH	1	\$ _____	\$ _____
84	LIGHTING CONTROLLER FOUNDATION	EACH	1	\$ _____	\$ _____
85	TEST HOLE	EACH	25	\$ _____	\$ _____
86	MAINTAIN LIGHTING SYSTEM	L SUM	1	\$ _____	\$ _____
87	TEMPORARY PAVEMENT	SQ YD	39	\$ _____	\$ _____
88	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ _____	\$ _____
ALTERNATE 1 (6" WATER SERVICE)					
36	HOT-MIX ASPHALT PAVEMENT PATCH - FULL DEPTH	SQ YD	187		
89	DUCTILE IRON PIPE WATER MAIN CLASS 55, 6" ID	FOOT	205		
90	6" VALVE ASSEMBLY WITH 60" VAULT	EACH	1		
91	6" VALVE ASSEMBLY WITH 48" VAULT	EACH	1		

ACKNOWLEDGEMENT

<u>Unit Price Item</u>		<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
ALTERNATE 2 (10" WATER MAIN)					
36	HOT-MIX ASPHALT PAVEMENT PATCH - FULL DEPTH	SQ YD	296		
92	DUCTILE IRON PIPE WATER MAIN CLASS 55, 10" ID	FOOT	110		
93	10" VALVE ASSEMBLY WITH 72" VAULT	EACH	1		
94	CUT AND CAP EXISTING WATER MAIN	EACH	1		
ALTERNATE 3 (FESTOON LIGHTING)					
19	HOLIDAY DÉCOR	EACH	-8		
60	PEDESTRIAN LIGHT	EACH	-10		
62	LIGHT POLE FOUNDATION, 18" DIAMETER	FOOT	-50		
68	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	33		
73	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	80		
74	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,280		
85	TEST HOLE	EACH	4		
95	FESTOON LIGHTING SYSTEM, COMPLETE	L SUM	1		
96	COMBINATION PEDESTRIAN/FESTOON LIGHT	EACH	10		
97	DECORATIVE FESTOON POLE	EACH	4		
98	LIGHT POLE FOUNDATION, 28" DIAMETER	FOOT	168		
ALTERNATE 4 (LED BOLLARDS)					
18	LANDSCAPE BOLLARD	EACH	-12		
62	LIGHT POLE FOUNDATION, 18" DIAMETER	FOOT	48		

ACKNOWLEDGEMENT

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
67	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	200		
73	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	280		
74	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,120		
99	BOLLARD, LED	EACH	12		

TOTAL CONTRACT PRICE (BASE BID) (*write in numbers only*):

\$ _____

TOTAL CONTRACT PRICE (ALTERNATE 1) (*write in numbers only*):

\$ _____

TOTAL CONTRACT PRICE (ALTERNATE 2) (*write in numbers only*):

\$ _____

TOTAL CONTRACT PRICE (ALTERNATE 3) (*write in numbers only*):

\$ _____

TOTAL CONTRACT PRICE (ALTERNATE 4) (*write in numbers only*):

\$ _____



C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

- (1) For providing, performing, and completing all Work related to, the total sum of (*write in numbers only*):

\$ _____

- (2) For providing, performing, and completing all Work related to, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1				\$ _____	\$ _____
2				\$ _____	\$ _____
3				\$ _____	\$ _____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2) (*write in numbers only*):

\$ _____

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- [1. USE THIS PARAGRAPH WHEN APPROPRIATE] *The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;***
- Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
 - All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
 - All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to ***[dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to]*** claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11 and that 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 Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish on request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for 5 percent of Bidder's Price Proposal ("*Bid Security*").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or five percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

ACKNOWLEDGEMENT

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED: _____, 20____.

Bidder

Attest

By: _____

By: _____

Title: _____

Title: _____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION OF
CHESTNUT STREET AND SPRUCE STREET
STREETSCAPE IMPROVEMENTS**

BID PACKAGE

BIDDER'S SWORN ACKNOWLEDGEMENT

_____, ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such 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 its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____

3. Individual

Bidder is an individual as follows:

Full name: _____
Residence address: _____
Business address: _____
If operating under a trade or assumed
name that name is: _____

4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)

ADDRESS

_____ ()	_____
_____ ()	_____
_____ ()	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

ACKNOWLEDGEMENT

DATED: _____, 20____.

Bidder

Attest

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to before me on _____, 20____.

Notary Public

My commission expires: _____, 20____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION OF
CHESTNUT STREET AND SPRUCE STREET
STREETSCAPE IMPROVEMENTS**

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

_____ ("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: _____

2. Composition of Work

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

_____% Federal	_____% As Contractor	_____% Bidder's Forces
_____% Other Public	_____% As Subcontractor	_____% Subcontractors
_____% Private		_____% 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: _____ 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>
_____	_____	_____	_____
_____	_____	_____	_____

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	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

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

DATED: _____, 20____.

Bidder

Attest

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to before me on _____, 20____.

Notary Public

My commission expires: _____, 20____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

BID PACKAGE

Agenda Packet P. 147

A Lamp Proposal

Proposal Submitted By:

Contractor A Lamp Concrete Contractors, Inc.

Address 1900 Wright Boulevard

Schaumburg, IL 60193

VILLAGE OF WINNETKA, ILLINOIS

SPECIFICATIONS, PROPOSAL & CONTRACT DOCUMENTS

FOR

**CHESTNUT STREET AND SPRUCE STREET
STREETSCAPE IMPROVEMENTS**

Bid Number 19-009

May 16, 2019

ACKNOWLEDGEMENT

COMPLETE TABLE AS INDICATED

Unit Price Item		Unit	Approximate Number of Units	Price Per Unit	Extension
1	TREE REMOVAL	UNIT	278	\$ <u>24</u>	\$ <u>6,672-</u>
2	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,074	\$ <u>1.50</u>	\$ <u>1,611-</u>
3	BENCHES	EACH	15	\$ <u>3,600-</u>	\$ <u>54,000-</u>
4	LITTER RECEPTACLES	EACH	7	\$ <u>2,000-</u>	\$ <u>14,000-</u>
5	RECYCLING RECEPTACLES	EACH	7	\$ <u>2,500-</u>	\$ <u>17,500-</u>
6	BICYCLE RACKS	EACH	13	\$ <u>700-</u>	\$ <u>9,100-</u>
7	TREE GRATES	EACH	13	\$ <u>2,800-</u>	\$ <u>36,400-</u>
8	PLANTER POTS	EACH	17	\$ <u>1,300-</u>	\$ <u>22,100-</u>
9	DECIDUOUS TREES, 2.5" CAL	EACH	23	\$ <u>810-</u>	\$ <u>18,630-</u>
10	SHRUBS, 5 GAL	EACH	140	\$ <u>76-</u>	\$ <u>10,640-</u>
11	PERENNIALS, 1 GAL	EACH	619	\$ <u>26-</u>	\$ <u>16,094-</u>
12	36" STRUCTURAL SOIL	CU YD	351	\$ <u>150-</u>	\$ <u>52,650-</u>
13	PLANTING SOIL MIX	CU YD	144	\$ <u>87-</u>	\$ <u>12,528-</u>
14	MULCH, SHREDDED HARDWOOD BARK	CU YD	20	\$ <u>94-</u>	\$ <u>1,880-</u>
15	MULCH, DECOMPOSED MUSHROOM COMPOST	CU YD	12	\$ <u>94-</u>	\$ <u>1,128-</u>
16	MASONRY SEAT WALL	EACH	1	\$ <u>25,000-</u>	\$ <u>25,000-</u>
17	DRINKING FOUNTAIN	LUMP	1	\$ <u>8,500</u>	\$ <u>8,500-</u>
18	LANDSCAPE BOLLARD	EACH	18	\$ <u>2,305</u>	\$ <u>41,490</u>
20	HOLIDAY DÉCOR	EACH	24	\$ <u>1,350</u>	\$ <u>32,400-</u>
20	AGGREGATE BASE COURSE, TYPE B	TON	281	\$ <u>30-</u>	\$ <u>8,430-</u>
21	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,231	\$ <u>.01</u>	\$ <u>12.31</u>
22	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	674	\$ <u>105-</u>	\$ <u>70,770-</u>
23	BRICK PAVER SIDEWALK, PEDESTRIAN	SQ FT	6,822	\$ <u>21-</u>	\$ <u>143,262-</u>
24	BRICK PAVER CROSSWALK, VEHICULAR	SQ FT	95	\$ <u>35-</u>	\$ <u>3,325-</u>
25	PORTLAND CEMENT CONCRETE PAVEMENT 9 INCH	SQ FT	56	\$ <u>15-</u>	\$ <u>840-</u>
26	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	8,483	\$ <u>10.50</u>	\$ <u>89,071.50</u>

ACKNOWLEDGEMENT

	Unit Price Item	Unit	Approximate Number of Units	Price Per Unit	Extension
27	DETECTABLE WARNINGS	SQ FT	96	\$ <u>45-</u>	\$ <u>4,320-</u>
28	PAVEMENT REMOVAL	SQ YD	546	\$ <u>25-</u>	\$ <u>13,650-</u>
29	HOT-MIX ASPHALT SURFACE REMOVAL (MILLING)	SQ YD	2,314	\$ <u>6.50</u>	\$ <u>15,041-</u>
30	PCC DRIVEWAY REMOVAL & REPLACEMENT. 6"	SQ YD	20	\$ <u>75-</u>	\$ <u>1,500-</u>
31	CURB REMOVAL	FOOT	158	\$ <u>5-</u>	\$ <u>790-</u>
32	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,350	\$ <u>5-</u>	\$ <u>6,750-</u>
33	COMBINATION CURB & GUTTER REMOVAL AND REPLACE	FT	200	\$ <u>40-</u>	\$ <u>8,000-</u>
34	SIDEWALK REMOVAL	SQ FT	9,387	\$ <u>1.75</u>	\$ <u>16,427.25</u>
35	BRICK PAVER REMOVAL	SQ FT	2,494	\$ <u>2-</u>	\$ <u>4,988-</u>
36	HOT-MIX ASPHALT PAVEMENT PATCH - FULL DEPTH	SQ YD	630	\$ <u>60-</u>	\$ <u>37,800-</u>
37	STORM SEWER REMOVAL	FOOT	98	\$ <u>1-</u>	\$ <u>98-</u>
38	PIPE UNDERDRAIN 4"	FOOT	1,200	\$ <u>20-</u>	\$ <u>24,000-</u>
39	CATCH BASIN, TYPE D, 3'-DIA. WITH FRAME AND GRATE	EACH	6	\$ <u>3,500-</u>	\$ <u>21,000-</u>
40	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	2	\$ <u>2,500-</u>	\$ <u>5,000-</u>
41	STORM SEWERS, PVC SDR 26, 8"	FOOT	166	\$ <u>95-</u>	\$ <u>15,770-</u>
42	REMOVING CATCH BASINS	EACH	7	\$ <u>500-</u>	\$ <u>3,500-</u>
43	REMOVING INLETS	EACH	2	\$ <u>400-</u>	\$ <u>800-</u>
44	STRUCTURE TO BE ADJUSTED	EACH	20	\$ <u>450-</u>	\$ <u>9,000-</u>
45	UTILITY STRUCTURE TO BE ADJUSTED	EACH	4	\$ <u>450-</u>	\$ <u>1,800-</u>
46	FRAMES AND GRATES/LIDS	EACH	10	\$ <u>600-</u>	\$ <u>6,000-</u>
47	CONCRETE PLANTER CURB	FOOT	361	\$ <u>51-</u>	\$ <u>18,411-</u>
48	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,547	\$ <u>32-</u>	\$ <u>49,504-</u>
49	MOBILIZATION	L SUM	1	\$ <u>140,000-</u>	\$ <u>140,000-</u>
50	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	7,000	\$ <u>.01</u>	\$ <u>70-</u>
51	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	64	\$ <u>13.50</u>	\$ <u>864-</u>

ACKNOWLEDGEMENT

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
52	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,884	\$ <u>1.10</u>	\$ <u>2072.40</u>
53	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	556	\$ <u>1.65</u>	\$ <u>917.40</u>
54	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	67	\$ <u>13.50</u>	\$ <u>904.50</u>
55	SIGN, BUSINESS DIRECTORY KIOSK	EACH	1	\$ <u>10,000-</u>	\$ <u>10,000 -</u>
56	SIGN, REGULATORY	EACH	12	\$ <u>750-</u>	\$ <u>9,000 -</u>
57	SIGN, IDENTIFIER	EACH	1	\$ <u>3,000-</u>	\$ <u>3,000-</u>
58	SIGN, LIGHT POLE MOUNT	EACH	1	\$ <u>400-</u>	\$ <u>400 -</u>
59	SIGN, DIRECTIONAL POLE MOUNT	EACH	3	\$ <u>3,000-</u>	\$ <u>9,000-</u>
60	PEDESTRIAN LIGHT	EACH	25	\$ <u>1,001 -</u>	\$ <u>25,025-</u>
61	ROADWAY LIGHT	EACH	3	\$ <u>1,171.50</u>	\$ <u>3,514.50</u>
62	LIGHT POLE FOUNDATION, 18" DIAMETER	FOOT	146	\$ <u>192.50</u>	\$ <u>28,105-</u>
63	GFCI CORDSET FOR TREE LIGHTING	EACH	16	\$ <u>808.50</u>	\$ <u>12,936-</u>
64	PERFORMANCE AREA RECEPTACLES	EACH	2	\$ <u>682-</u>	\$ <u>1,364-</u>
65	UNDERGROUND CONDUIT, PVC, 3/4" DIA.	FOOT	525	\$ <u>6.14</u>	\$ <u>3,234-</u>
66	UNDERGROUND CONDUIT, PVC, 1 1/2" DIA.	FOOT	1,142	\$ <u>9.90</u>	\$ <u>11,305.80</u>
67	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	2,153	\$ <u>11.22</u>	\$ <u>24,156.66</u>
68	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	664	\$ <u>12.54</u>	\$ <u>8,326.56</u>
69	UNDERGROUND CONDUIT, PVC, 4" DIA.	FOOT	352	\$ <u>13.57</u>	\$ <u>4,840-</u>
70	HANDHOLE, PORTLAND CEMENT CONCRETE	EACH	7	\$ <u>1,980 -</u>	\$ <u>13,860 -</u>
71	HANDHOLE, COMPOSITE CONCRETE	EACH	13	\$ <u>398.70</u>	\$ <u>5,174.60</u>
72	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 12	FOOT	2,491	\$ <u>.88</u>	\$ <u>2,192.08</u>

ACKNOWLEDGEMENT

Unit Price Item		Unit	Approximate Number of Units	Price Per Unit	Extension
73	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	4,058	\$ <u>1.26</u>	\$ <u>5,113.08</u>
74	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	27,050	\$ <u>1.54</u>	\$ <u>41,657-</u>
75	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	2,382	\$ <u>2.31</u>	\$ <u>5,502.42</u>
76	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C 300MCM	FOOT	280	\$ <u>7.54</u>	\$ <u>2,111.20</u>
77	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	8	\$ <u>550-</u>	\$ <u>4,400-</u>
78	DRILL EXISTING HANDHOLE	EACH	14	\$ <u>275-</u>	\$ <u>3,850-</u>
79	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	4,881	\$ <u>.72</u>	\$ <u>3,514.32</u>
80	REMOVE EXISTING HANDHOLE	EACH	12	\$ <u>440-</u>	\$ <u>5,280-</u>
81	REMOVE EXISTING CONCRETE FOUNDATION	EACH	8	\$ <u>440-</u>	\$ <u>3,520-</u>
82	GFCI 20 AMP DUPLEX RECEPTACLE	EACH	17	\$ <u>671-</u>	\$ <u>11,407-</u>
83	LIGHTING CONTROLLER, SPECIAL	EACH	1	\$ <u>3,080-</u>	\$ <u>3,080-</u>
84	LIGHTING CONTROLLER FOUNDATION	EACH	1	\$ <u>3,080-</u>	\$ <u>3,080-</u>
85	TEST HOLE	EACH	25	\$ <u>10-</u>	\$ <u>250-</u>
86	MAINTAIN LIGHTING SYSTEM	L SUM	1	\$ <u>1,100-</u>	\$ <u>1,100-</u>
87	TEMPORARY PAVEMENT	SQ YD	39	\$ <u>75-</u>	\$ <u>2,925-</u>
88	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ <u>40,000-</u>	\$ <u>40,000-</u>
ALTERNATE 1 (6" WATER SERVICE)					
36	HOT-MIX ASPHALT PAVEMENT PATCH - FULL DEPTH	SQ YD	187	<u>60-</u>	<u>11,220-</u>
89	DUCTILE IRON PIPE WATER MAIN CLASS 55, 6" ID	FOOT	205	<u>190-</u>	<u>38,950-</u>
90	6" VALVE ASSEMBLY WITH 60" VAULT	EACH	1	<u>5,000</u>	<u>5,000-</u>
91	6" VALVE ASSEMBLY WITH 48" VAULT	EACH	1	<u>4,500</u>	<u>4,500-</u>

ACKNOWLEDGEMENT

Unit Price Item		Unit	Approximate Number of Units	Price Per Unit	Extension
ALTERNATE 2 (10" WATER MAIN)					
36	HOT-MIX ASPHALT PAVEMENT PATCH - FULL DEPTH	SQ YD	296	60-	17,760-
92	DUCTILE IRON PIPE WATER MAIN CLASS 55, 10" ID	FOOT	110	220-	24,200-
93	10" VALVE ASSEMBLY WITH 72" VAULT	EACH	1	7,500-	7,500-
94	CUT AND CAP EXISTING WATER MAIN	EACH	1	3,000-	3,000-
ALTERNATE 3 (FESTOON LIGHTING)					
19	HOLIDAY DÉCOR	EACH	-8	1215-	(9,720)
60	PEDESTRIAN LIGHT	EACH	-10	910-	(9,100)
62	LIGHT POLE FOUNDATION, 18" DIAMETER	FOOT	-50	175-	(8,750)
68	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	33	12.54	413.82
73	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	80	1.26	100.80
74	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,280	1.54	1,971.20
85	TEST HOLE	EACH	4	45-	260-
95	FESTOON LIGHTING SYSTEM, COMPLETE	L SUM	1	53,900-	53,900-
96	COMBINATION PEDESTRIAN/FESTOON LIGHT	EACH	10	13,310-	133,100-
97	DECORATIVE FESTOON POLE	EACH	4	10,450-	41,800-
98	LIGHT POLE FOUNDATION, 28" DIAMETER	FOOT	168	319-	53,592-
ALTERNATE 4 (LED BOLLARDS)					
18	LANDSCAPE BOLLARD	EACH	-12	2,093	(25,116)
62	LIGHT POLE FOUNDATION, 18" DIAMETER	FOOT	48	195-	9,360-

ACKNOWLEDGEMENT

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
67	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	200	11.50	2,300-
73	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	280	1.30	364-
74	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,120	1.60	1,792-
99	BOLLARD, LED	EACH	12	2,400-	28,800-

TOTAL CONTRACT PRICE (BASE BID) (write in numbers only):

\$ 1,419,237.58

TOTAL CONTRACT PRICE (ALTERNATE 1) (write in numbers only):

\$ 59,670-

TOTAL CONTRACT PRICE (ALTERNATE 2) (write in numbers only):

\$ 52,460-

TOTAL CONTRACT PRICE (ALTERNATE 3) (write in numbers only):

\$ 257,567.82

TOTAL CONTRACT PRICE (ALTERNATE 4) (write in numbers only):

\$ 17,500-



C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

- (1) For providing, performing, and completing all Work related to, the total sum of (write in numbers only):

\$

- (2) For providing, performing, and completing all Work related to, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ACKNOWLEDGEMENT

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2) (*write in numbers only*):

\$ _____

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- [1. USE THIS PARAGRAPH WHEN APPROPRIATE] *The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;***
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to ***[dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to]*** claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

ACKNOWLEDGEMENT

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11 and that 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 Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish on request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for 5 percent of Bidder's Price Proposal ("*Bid Security*").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or five percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

ACKNOWLEDGEMENT

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED: June 6, 2019.

Bidder

By:

Adele Lampignano
Adele Lampignano

Title: President

Attest

By:

Adele Lampignano
Adele Lampignano

Title: Secretary



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

Bid Tabulation

2019 CHESTNUT & SPRUCE STREETScape IMPROVEMENTS BID OPENING DATE: 6/6/2019				Engineer's Cost Estimate		Alamp Concrete Contractors 1900 Wright Boulevard Schaumburg, IL 60193		Copenhaver Construction 75 Koppie Drive Gilberts, IL 60136		Alliance Contractors 1166 Lake Avenue Woodstock, IL 60098		Martam Construction 1200 Gasket Drive Elgin, IL 60120	
ITEM	UNIT PRICE ITEM	UNIT	APPROXIMATE NUMBER OF UNITS	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	TREE REMOVAL	UNIT	278	\$40.00	\$11,120.00	\$24.00	\$6,672.00	\$35.00	\$9,730.00	\$21.00	\$5,838.00	\$45.00	\$12,510.00
2	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,074	\$2.00	\$2,148.00	\$1.50	\$1,611.00	\$2.00	\$2,148.00	\$1.00	\$1,074.00	\$2.00	\$2,148.00
3	BENCHES	EACH	15	\$4,000.00	\$60,000.00	\$3,600.00	\$54,000.00	\$3,400.00	\$51,000.00	\$3,275.00	\$49,125.00	\$3,800.00	\$57,000.00
4	LITTER RECEPTACLES	EACH	7	\$1,800.00	\$12,600.00	\$2,000.00	\$14,000.00	\$1,830.00	\$12,810.00	\$2,400.00	\$16,800.00	\$1,600.00	\$11,200.00
5	RECYCLING RECEPTACLES	EACH	7	\$1,800.00	\$12,600.00	\$2,500.00	\$17,500.00	\$2,100.00	\$14,700.00	\$2,500.00	\$17,500.00	\$1,600.00	\$11,200.00
6	BICYCLE RACKS	EACH	13	\$1,500.00	\$19,500.00	\$700.00	\$9,100.00	\$800.00	\$10,400.00	\$850.00	\$11,050.00	\$1,200.00	\$15,600.00
7	TREE GRATES	EACH	13	\$4,000.00	\$52,000.00	\$2,800.00	\$36,400.00	\$2,800.00	\$36,400.00	\$3,500.00	\$45,500.00	\$4,500.00	\$58,500.00
8	PLANTER POTS	EACH	17	\$1,500.00	\$25,500.00	\$1,300.00	\$22,100.00	\$720.00	\$12,240.00	\$550.00	\$9,350.00	\$800.00	\$13,600.00
9	DECIDUOUS TREES, 2.5" CAL	EACH	23	\$750.00	\$17,250.00	\$810.00	\$18,630.00	\$900.00	\$20,700.00	\$935.00	\$21,505.00	\$1,100.00	\$25,300.00
10	SHRUBS, 5 GAL	EACH	140	\$85.00	\$11,900.00	\$76.00	\$10,640.00	\$90.00	\$12,600.00	\$93.00	\$13,020.00	\$110.00	\$15,400.00
11	PERENNIALS, 1 GAL	EACH	619	\$16.00	\$9,904.00	\$26.00	\$16,094.00	\$20.00	\$12,380.00	\$35.00	\$21,665.00	\$40.00	\$24,760.00
12	36" STRUCTURAL SOIL	CU YD	351	\$250.00	\$87,750.00	\$150.00	\$52,650.00	\$232.00	\$81,432.00	\$200.00	\$70,200.00	\$235.00	\$82,485.00
13	PLANTING SOIL MIX	CU YD	144	\$75.00	\$10,800.00	\$87.00	\$12,528.00	\$98.00	\$14,112.00	\$110.00	\$15,840.00	\$130.00	\$18,720.00
14	MULCH, SHREDDED HARDWOOD BARK	CU YD	20	\$75.00	\$1,500.00	\$94.00	\$1,880.00	\$150.00	\$3,000.00	\$95.00	\$1,900.00	\$110.00	\$2,200.00
15	MULCH, DECOMPOSED MUSHROOM COMPOST	CU YD	12	\$75.00	\$900.00	\$94.00	\$1,128.00	\$150.00	\$1,800.00	\$86.00	\$1,032.00	\$105.00	\$1,260.00
16	MASONRY SEAT WALL	EACH	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$26,000.00	\$26,000.00	\$41,000.00	\$41,000.00	\$36,200.00	\$36,200.00
17	DRINKING FOUNTAIN	LUMP	1	\$45,000.00	\$45,000.00	\$8,500.00	\$8,500.00	\$9,000.00	\$9,000.00	\$15,065.00	\$15,065.00	\$8,000.00	\$8,000.00
18	LANDSCAPE BOLLARD	EACH	18	\$3,000.00	\$54,000.00	\$2,305.00	\$41,490.00	\$1,200.00	\$21,600.00	\$2,093.00	\$37,674.00	\$2,200.00	\$39,600.00
19	HOLIDAY DÉCOR	EACH	24	\$1,200.00	\$28,800.00	\$1,350.00	\$32,400.00	\$506.00	\$12,144.00	\$1,215.00	\$29,160.00	\$1,400.00	\$33,600.00
20	AGGREGATE BASE COURSE, TYPE B	TON	281	\$9.00	\$2,529.00	\$30.00	\$8,430.00	\$28.00	\$7,868.00	\$40.00	\$11,240.00	\$42.00	\$11,802.00
21	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,231	\$1.00	\$1,231.00	\$0.01	\$12.31	\$1.00	\$1,231.00	\$0.51	\$627.81	\$4.00	\$4,924.00
22	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	674	\$80.00	\$53,920.00	\$105.00	\$70,770.00	\$133.00	\$89,642.00	\$91.15	\$61,435.10	\$150.00	\$101,100.00
23	BRICK PAVER SIDEWALK, PEDESTRIAN	SQ FT	6,822	\$30.00	\$204,660.00	\$21.00	\$143,262.00	\$16.00	\$109,152.00	\$17.75	\$121,090.50	\$38.00	\$259,236.00
24	BRICK PAVER CROSSWALK, VEHICULAR	SQ FT	95	\$35.00	\$3,325.00	\$35.00	\$3,325.00	\$39.00	\$3,705.00	\$102.50	\$9,737.50	\$92.00	\$8,740.00
25	PORTLAND CEMENT CONCRETE PAVEMENT 9 INCH	SQ FT	56	\$75.00	\$4,200.00	\$15.00	\$840.00	\$85.00	\$4,760.00	\$18.00	\$1,008.00	\$27.00	\$1,512.00
26	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	8,483	\$6.50	\$55,139.50	\$10.50	\$89,071.50	\$9.00	\$76,347.00	\$9.50	\$80,588.50	\$8.00	\$67,864.00
27	DETECTABLE WARNINGS	SQ FT	96	\$42.00	\$4,032.00	\$45.00	\$4,320.00	\$39.00	\$3,744.00	\$33.00	\$3,168.00	\$45.00	\$4,320.00
28	PAVEMENT REMOVAL	SQ YD	546	\$15.00	\$8,190.00	\$25.00	\$13,650.00	\$16.00	\$8,736.00	\$10.00	\$5,460.00	\$18.00	\$9,828.00
29	HOT-MIX ASPHALT SURFACE REMOVAL (MILLING)	SQ YD	2,314	\$3.50	\$8,099.00	\$6.50	\$15,041.00	\$11.00	\$25,454.00	\$7.96	\$18,419.44	\$10.00	\$23,140.00
30	PCC DRIVEWAY REMOVAL & REPLACEMENT. 6"	SQ YD	20	\$65.00	\$1,300.00	\$75.00	\$1,500.00	\$65.00	\$1,300.00	\$110.00	\$2,200.00	\$125.00	\$2,500.00
31	CURB REMOVAL	FOOT	158	\$8.00	\$1,264.00	\$5.00	\$790.00	\$8.00	\$1,264.00	\$30.00	\$4,740.00	\$8.00	\$1,264.00
32	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,350	\$10.00	\$13,500.00	\$5.00	\$6,750.00	\$7.00	\$9,450.00	\$30.00	\$40,500.00	\$8.00	\$10,800.00
33	COMBINATION CURB & GUTTER REMOVAL AND REPLACE	FT	200	\$30.00	\$6,000.00	\$40.00	\$8,000.00	\$33.00	\$6,600.00	\$68.00	\$13,600.00	\$45.00	\$9,000.00
34	SIDEWALK REMOVAL	SQ FT	9,387	\$2.50	\$23,467.50	\$1.75	\$16,427.25	\$2.00	\$18,774.00	\$3.00	\$28,161.00	\$3.00	\$28,161.00
35	BRICK PAVER REMOVAL	SQ FT	2,494	\$5.50	\$13,717.00	\$2.00	\$4,988.00	\$3.00	\$7,482.00	\$6.25	\$15,587.50	\$7.00	\$17,458.00
36	HOT-MIX ASPHALT PAVEMENT PATCH - FULL DEPTH	SQ YD	630	\$100.00	\$63,000.00	\$60.00	\$37,800.00	\$77.00	\$48,510.00	\$61.75	\$38,902.50	\$122.00	\$76,860.00
37	STORM SEWER REMOVAL	FOOT	98	\$25.00	\$2,450.00	\$1.00	\$98.00	\$15.00	\$1,470.00	\$25.00	\$2,450.00	\$20.00	\$1,960.00
38	PIPE UNDERDRAIN 4"	FOOT	1,200	\$25.00	\$30,000.00	\$20.00	\$24,000.00	\$16.00	\$19,200.00	\$20.00	\$24,000.00	\$23.00	\$27,600.00
39	CATCH BASIN, TYPE D, 3'-DIA. WITH FRAME AND GRATE	EACH	6	\$3,000.00	\$18,000.00	\$3,500.00	\$21,000.00	\$1,800.00	\$10,800.00	\$5,000.00	\$30,000.00	\$2,600.00	\$15,600.00
40	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	2	\$1,600.00	\$3,200.00	\$2,500.00	\$5,000.00	\$1,200.00	\$2,400.00	\$4,000.00	\$8,000.00	\$1,600.00	\$3,200.00
41	STORM SEWERS, PVC SDR 26, 8"	FOOT	166	\$85.00	\$14,110.00	\$95.00	\$15,770.00	\$59.00	\$9,794.00	\$147.00	\$24,402.00	\$85.00	\$14,110.00
42	REMOVING CATCH BASINS	EACH	7	\$500.00	\$3,500.00	\$500.00	\$3,500.00	\$600.00	\$4,200.00	\$250.00	\$1,750.00	\$600.00	\$4,200.00
43	REMOVING INLETS	EACH	2	\$400.00	\$800.00	\$400.00	\$800.00	\$500.00	\$1,000.00	\$250.00	\$500.00	\$200.00	\$400.00
44	STRUCTURE TO BE ADJUSTED	EACH	20	\$400.00	\$8,000.00	\$450.00	\$9,000.00	\$700.00	\$14,000.00	\$100.00	\$2,000.00	\$600.00	\$12,000.00
45	UTILITY STRUCTURE TO BE ADJUSTED	EACH	4	\$450.00	\$1,800.00	\$450.00	\$1,800.00	\$900.00	\$3,600.00	\$100.00	\$400.00	\$1,200.00	\$4,800.00
46	FRAMES AND GRATES/LIDS	EACH	10	\$700.00	\$7,000.00	\$600.00	\$6,000.00	\$800.00	\$8,000.00	\$500.00	\$5,000.00	\$400.00	\$4,000.00
47	CONCRETE PLANTER CURB	FOOT	361	\$35.00	\$12,635.00	\$51.00	\$18,411.00	\$45.00	\$16,245.00	\$36.00	\$12,996.00	\$45.00	\$16,245.00
48	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,547	\$22.00	\$34,034.00	\$32.00	\$49,504.00	\$25.00	\$38,675.00	\$38.00	\$58,786.00	\$25.00	\$38,675.00
49	MOBILIZATION	L SUM	1	\$94,750.00	\$94,750.00	\$140,000.00	\$140,000.00	\$96,180.00	\$96,180.00	\$451,257.00	\$451,257.00	\$124,000.00	\$124,000.00
50	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	7,000	\$1.00	\$7,000.00	\$0.01	\$70.00	\$0.50	\$3,500.00	\$0.50	\$3,500.00	\$0.60	\$4,200.00
51	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	64	\$4.25	\$272.00	\$13.50	\$864.00	\$112.00	\$7,168.00	\$8.00	\$512.00	\$15.00	\$960.00

52	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,884	\$1.00	\$1,884.00	\$1.10	\$2,072.40	\$2.00	\$3,768.00	\$0.50	\$942.00	\$2.00	\$3,768.00
53	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	556	\$1.25	\$695.00	\$1.65	\$917.40	\$3.00	\$1,668.00	\$3.50	\$1,946.00	\$3.00	\$1,668.00
54	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	67	\$4.15	\$278.05	\$13.50	\$904.50	\$12.00	\$804.00	\$8.75	\$586.25	\$15.00	\$1,005.00
55	SIGN, BUSINESS DIRECTORY KIOSK	EACH	1	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$16,000.00	\$16,000.00	\$125,000.00	\$125,000.00
56	SIGN, REGULATORY	EACH	12	\$7,000.00	\$84,000.00	\$750.00	\$9,000.00	\$8,000.00	\$96,000.00	\$2,500.00	\$30,000.00	\$8,000.00	\$96,000.00
57	SIGN, IDENTIFIER	EACH	1	\$9,500.00	\$9,500.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$11,000.00	\$11,000.00
58	SIGN, LIGHT POLE MOUNT	EACH	1	\$7,800.00	\$7,800.00	\$400.00	\$400.00	\$13,000.00	\$13,000.00	\$2,500.00	\$2,500.00	\$12,000.00	\$12,000.00
59	SIGN, DIRECTIONAL POLE MOUNT	EACH	3	\$9,500.00	\$28,500.00	\$3,000.00	\$9,000.00	\$10,000.00	\$30,000.00	\$5,000.00	\$15,000.00	\$10,000.00	\$30,000.00
60	PEDESTRIAN LIGHT	EACH	25	\$5,200.00	\$130,000.00	\$1,001.00	\$25,025.00	\$1,710.00	\$42,750.00	\$910.00	\$22,750.00	\$1,000.00	\$25,000.00
61	ROADWAY LIGHT	EACH	3	\$3,500.00	\$10,500.00	\$1,171.50	\$3,514.50	\$1,710.00	\$5,130.00	\$1,065.00	\$3,195.00	\$1,200.00	\$3,600.00
62	LIGHT POLE FOUNDATION, 18" DIAMETER	FOOT	146	\$225.00	\$32,850.00	\$192.50	\$28,105.00	\$219.00	\$31,974.00	\$175.00	\$25,550.00	\$200.00	\$29,200.00
63	GFCI CORDSET FOR TREE LIGHTING	EACH	16	\$600.00	\$9,600.00	\$808.50	\$12,936.00	\$906.00	\$14,496.00	\$735.00	\$11,760.00	\$800.00	\$12,800.00
64	PERFORMANCE AREA RECEPTACLES	EACH	2	\$2,000.00	\$4,000.00	\$682.00	\$1,364.00	\$1,642.00	\$3,284.00	\$620.00	\$1,240.00	\$800.00	\$1,600.00
65	UNDERGROUND CONDUIT, PVC, 3/4" DIA.	FOOT	525	\$12.00	\$6,300.00	\$6.16	\$3,234.00	\$5.30	\$2,782.50	\$5.60	\$2,940.00	\$6.00	\$3,150.00
66	UNDERGROUND CONDUIT, PVC, 1 1/2" DIA.	FOOT	1,142	\$15.00	\$17,130.00	\$9.90	\$11,305.80	\$9.50	\$10,849.00	\$9.00	\$10,278.00	\$10.00	\$11,420.00
67	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	2,153	\$16.00	\$34,448.00	\$11.22	\$24,156.66	\$12.20	\$26,266.60	\$10.20	\$21,960.60	\$12.00	\$25,836.00
68	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	664	\$17.00	\$11,288.00	\$12.54	\$8,326.56	\$141.00	\$93,624.00	\$11.40	\$7,569.60	\$45.00	\$29,880.00
69	UNDERGROUND CONDUIT, PVC, 4" DIA.	FOOT	352	\$20.00	\$7,040.00	\$13.57	\$4,776.64	\$29.00	\$10,208.00	\$12.50	\$4,400.00	\$15.00	\$5,280.00
70	HANDHOLE, PORTLAND CEMENT CONCRETE	EACH	7	\$2,500.00	\$17,500.00	\$1,980.00	\$13,860.00	\$1,687.00	\$11,809.00	\$1,800.00	\$12,600.00	\$2,000.00	\$14,000.00
71	HANDHOLE, COMPOSITE CONCRETE	EACH	13	\$500.00	\$6,500.00	\$398.20	\$5,176.60	\$1,090.00	\$14,170.00	\$362.00	\$4,706.00	\$400.00	\$5,200.00
72	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 12	FOOT	2,491	\$1.50	\$3,736.50	\$0.88	\$2,192.08	\$0.90	\$2,241.90	\$0.80	\$1,992.80	\$1.00	\$2,491.00
73	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	4,058	\$2.25	\$9,130.50	\$1.26	\$5,113.08	\$1.85	\$7,507.30	\$1.15	\$4,666.70	\$1.30	\$5,275.40
74	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	27,050	\$2.50	\$67,625.00	\$1.54	\$41,657.00	\$2.18	\$58,969.00	\$1.40	\$37,870.00	\$1.60	\$43,280.00
75	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	2,382	\$3.00	\$7,146.00	\$2.31	\$5,502.42	\$3.10	\$7,384.20	\$2.10	\$5,002.20	\$2.50	\$5,955.00
76	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C 300MCM	FOOT	280	\$10.00	\$2,800.00	\$7.54	\$2,111.20	\$10.50	\$2,940.00	\$6.85	\$1,918.00	\$8.00	\$2,240.00
77	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	8	\$1,000.00	\$8,000.00	\$550.00	\$4,400.00	\$1,000.00	\$8,000.00	\$500.00	\$4,000.00	\$600.00	\$4,800.00
78	DRILL EXISTING HANDHOLE	EACH	14	\$250.00	\$3,500.00	\$275.00	\$3,850.00	\$323.00	\$4,522.00	\$250.00	\$3,500.00	\$300.00	\$4,200.00
79	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	4,881	\$1.25	\$6,101.25	\$0.72	\$3,514.32	\$0.50	\$2,440.50	\$0.65	\$3,172.65	\$0.80	\$3,904.80
80	REMOVE EXISTING HANDHOLE	EACH	12	\$500.00	\$6,000.00	\$440.00	\$5,280.00	\$760.00	\$9,120.00	\$400.00	\$4,800.00	\$500.00	\$6,000.00
81	REMOVE EXISTING CONCRETE FOUNDATION	EACH	8	\$1,000.00	\$8,000.00	\$440.00	\$3,520.00	\$500.00	\$4,000.00	\$500.00	\$4,000.00	\$600.00	\$4,800.00
82	GFCI 20 AMP DUPLEX RECEPTACLE	EACH	17	\$600.00	\$10,200.00	\$671.00	\$11,407.00	\$1,750.00	\$29,750.00	\$610.00	\$10,370.00	\$700.00	\$11,900.00
83	LIGHTING CONTROLLER, SPECIAL	EACH	1	\$10,000.00	\$10,000.00	\$3,080.00	\$3,080.00	\$4,800.00	\$4,800.00	\$2,800.00	\$2,800.00	\$4,000.00	\$4,000.00
84	LIGHTING CONTROLLER FOUNDATION	EACH	1	\$2,000.00	\$2,000.00	\$3,080.00	\$3,080.00	\$2,300.00	\$2,300.00	\$2,800.00	\$2,800.00	\$4,000.00	\$4,000.00
85	TEST HOLE	EACH	25	\$400.00	\$10,000.00	\$10.00	\$250.00	\$100.00	\$2,500.00	\$65.00	\$1,625.00	\$100.00	\$2,500.00
86	MAINTAIN LIGHTING SYSTEM	L SUM	1	\$3,000.00	\$3,000.00	\$1,100.00	\$1,100.00	\$10,100.00	\$10,100.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
87	TEMPORARY PAVEMENT	SQ YD	39	\$45.00	\$1,755.00	\$75.00	\$2,925.00	\$90.00	\$3,510.00	\$100.00	\$3,900.00	\$185.00	\$7,215.00
88	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$47,500.00	\$47,500.00	\$40,000.00	\$40,000.00	\$80,000.00	\$80,000.00	\$12,750.00	\$12,750.00	\$133,000.00	\$133,000.00
ALTERNATE 1 (6" WATER SERVICE)													
89	HOT-MIX ASPHALT PAVEMENT PATCH - FULL DEPTH	SQ YD	187	\$100.00	\$18,700.00	\$60.00	\$11,220.00	\$115.00	\$21,505.00	\$87.40	\$16,343.80	\$136.00	\$25,432.00
90	DUCTILE IRON PIPE WATER MAIN CLASS 55, 6" ID	FOOT	205	\$80.00	\$16,400.00	\$190.00	\$38,950.00	\$115.00	\$23,575.00	\$270.00	\$55,350.00	\$185.00	\$37,925.00
91	6" VALVE ASSEMBLY WITH 60" VAULT	EACH	1	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$6,300.00	\$6,300.00	\$10,000.00	\$10,000.00	\$6,300.00	\$6,300.00
92	6" VALVE ASSEMBLY WITH 48" VAULT	EACH	1	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	\$5,300.00	\$5,300.00	\$10,000.00	\$10,000.00	\$5,800.00	\$5,800.00
ALTERNATE 2 (10" WATER MAIN)													
93	HOT-MIX ASPHALT PAVEMENT PATCH - FULL DEPTH	SQ YD	296	\$100.00	\$29,600.00	\$60.00	\$17,760.00	\$97.00	\$28,712.00	\$78.88	\$23,348.48	\$136.00	\$40,256.00
94	DUCTILE IRON PIPE WATER MAIN CLASS 55, 10" ID	FOOT	110	\$90.00	\$9,900.00	\$220.00	\$24,200.00	\$134.00	\$14,740.00	\$385.00	\$42,350.00	\$285.00	\$31,350.00
95	10" VALVE ASSEMBLY WITH 72" VAULT	EACH	1	\$45,000.00	\$45,000.00	\$7,500.00	\$7,500.00	\$12,800.00	\$12,800.00	\$15,000.00	\$15,000.00	\$9,600.00	\$9,600.00
96	CUT AND CAP EXISTING WATER MAIN	EACH	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$3,800.00	\$3,800.00
ALTERNATE 3 (FESTOON LIGHTING)													
97	HOLIDAY DÉCOR	EACH	-8	\$1,200.00	-\$9,600.00	\$1,215.00	-\$9,720.00	\$506.00	-\$4,048.00	\$1,215.00	-\$9,720.00	\$1,215.00	-\$9,720.00
98	PEDESTRIAN LIGHT	EACH	-10	\$5,200.00	-\$52,000.00	\$910.00	-\$9,100.00	\$920.00	-\$9,200.00	\$910.00	-\$9,100.00	\$910.00	-\$9,100.00
99	LIGHT POLE FOUNDATION, 18" DIAMETER	FOOT	-50	\$225.00	-\$11,250.00	\$175.00	-\$8,750.00	\$115.00	-\$5,750.00	\$175.00	-\$8,750.00	\$175.00	-\$8,750.00
100	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	33	\$17.00	\$561.00	\$12.54	\$413.82	\$34.00	\$1,122.00	\$11.40	\$376.20	\$45.00	\$1,485.00
101	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	80	\$2.25	\$180.00	\$1.26	\$100.80	\$1.80	\$144.00	\$1.15	\$92.00	\$1.80	\$144.00
102	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,280	\$2.50	\$3,200.00	\$1.54	\$1,971.20	\$2.20	\$2,816.00	\$1.40	\$1,792.00	\$2.00	\$2,560.00
103	TEST HOLE	EACH	4	\$400.00	\$1,600.00	\$65.00	\$260.00	\$100.00	\$400.00	\$65.00	\$260.00	\$100.00	\$400.00
104	FESTOON LIGHTING SYSTEM, COMPLETE	L SUM	1	\$10,000.00	\$10,000.00	\$53,900.00	\$53,900.00	\$45,150.00	\$45,150.00	\$49,000.00	\$49,000.00	\$56,000.00	\$56,000.00
105	COMBINATION PEDESTRIAN/FESTOON LIGHT	EACH	10	\$13,000.00	\$130,000.00	\$13,310.00	\$133,100.00	\$14,500.00	\$145,000.00	\$12,100.00	\$121,000.00	\$14,500.00	\$145,000.00
106	DECORATIVE FESTOON POLE	EACH	4	\$10,000.00	\$40,000.00	\$10,450.00	\$41,800.00	\$11,300.00	\$45,200.00	\$9,600.00	\$38,400.00	\$11,000.00	\$44,000.00

107	LIGHT POLE FOUNDATION, 28" DIAMETER	FOOT	168	\$300.00	\$50,400.00	\$319.00	\$53,592.00	\$225.00	\$37,800.00	\$290.00	\$48,720.00	\$320.00	\$53,760.00
ALTERNATE 4 (LED BOLLARDS)													
108	LANDSCAPE BOLLARD	EACH	-12	\$3,000.00	-\$36,000.00	\$2,093.00	-\$25,116.00	\$1,400.00	-\$16,800.00	\$2,093.00	-\$25,116.00	\$2,093.00	-\$25,116.00
109	LIGHT POLE FOUNDATION, 18" DIAMETER	FOOT	48	\$225.00	\$10,800.00	\$195.00	\$9,360.00	\$205.00	\$9,840.00	\$175.00	\$8,400.00	\$175.00	\$8,400.00
110	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	200	\$16.00	\$3,200.00	\$11.50	\$2,300.00	\$20.00	\$4,000.00	\$10.20	\$2,040.00	\$12.00	\$2,400.00
111	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	280	\$2.25	\$630.00	\$1.30	\$364.00	\$1.80	\$504.00	\$1.15	\$322.00	\$1.40	\$392.00
112	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,120	\$2.50	\$2,800.00	\$1.60	\$1,792.00	\$2.20	\$2,464.00	\$1.40	\$1,568.00	\$1.80	\$2,016.00
113	BOLLARD, LED	EACH	12	\$2,500.00	\$30,000.00	\$2,400.00	\$28,800.00	\$3,650.00	\$43,800.00	\$2,160.00	\$25,920.00	\$2,400.00	\$28,800.00
	TOTAL CONTRACT PRICE (BASE BID) (AS READ)						\$1,419,237.58		\$1,699,115.00		\$1,811,099.65		\$2,074,710.20
	TOTAL CONTRACT PRICE (BASE BID) (AS CALCULATED)				\$1,837,704.30		\$1,419,174.22		\$1,699,115.00		\$1,810,907.65		\$2,074,710.20
	TOTAL CONTRACT PRICE (ALTERNATE 1) (AS CALCULATED)				\$71,100.00		\$59,670.00		\$56,680.00		\$91,693.80		\$75,457.00
	TOTAL CONTRACT PRICE (ALTERNATE 2) (AS CALCULATED)				\$86,500.00		\$52,460.00		\$57,052.00		\$82,198.48		\$85,006.00
	TOTAL CONTRACT PRICE (ALTERNATE 3) (AS CALCULATED)				\$163,091.00		\$257,567.82		\$258,634.00		\$232,070.20		\$275,779.00
	TOTAL CONTRACT PRICE (ALTERNATE 4) (AS CALCULATED)				\$11,430.00		\$17,500.00		\$43,808.00		\$13,134.00		\$16,892.00
	COMBINED LUMP SUM/UNIT PRICE CONTRACT (AS CALCULATED)				\$2,169,825.30		\$1,806,372.04		\$2,115,289.00		\$2,230,004.13		\$2,527,844.20
	Notes:												

RESOLUTION NO. R-62-2019

**A RESOLUTION WAIVING BIDDING AND APPROVING THE PURCHASE
OF PEDESTRIAN AND ROADWAY LIGHTING FIXTURES**

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 adopted the Downtown Streetscape and Signage Plan which calls for the installation of pedestrian lighting fixtures ("**Pedestrian Fixtures**") and roadway lighting fixtures ("**Roadway Fixtures**") (collectively, the Pedestrian Fixtures and Traffic Fixtures are the "**Fixtures**") on Chestnut and Spruce Streets; and

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

WHEREAS, KSA Lighting Inc. ("**Pedestrian Fixture Vendor**") is currently the sole source proprietary vendor in the market for Pedestrian Fixtures that are consistent with the Village's Downtown Streetscape and Signage Plan; and

WHEREAS, Wesco Distribution ("**Roadway Fixture Vendor**") is currently the sole source proprietary vendor in the market for Roadway Fixtures that are consistent with the Village's Downtown Streetscape and Signage Plan; and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and (i) approve the purchase of the Pedestrian Fixtures from the Pedestrian Fixture Vendor, and (ii) approve the purchase of the Roadway Fixtures from the Roadway Fixture Vendor;

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

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

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

SECTION 3: APPROVAL OF PEDESTRIAN FIXTURE PURCHASE. The Village Council hereby approves of the purchase of the Pedestrian Fixtures from the Pedestrian Fixture Vendor in an amount not to exceed **\$79,475**.

SECTION 4: APPROVAL OF ROADWAY FIXTURE PURCHASE. The Village Council hereby approves of the purchase of the Roadway Fixtures from the Roadway Fixture Vendor in an amount not to exceed **\$16,987.**

SECTION 5: AUTHORIZATION TO EXECUTE PURCHASE ORDERS. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary for the purchases of the Fixtures approved pursuant to Sections 3 and 4 of this Resolution.

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

ADOPTED this 18th day of June, 2019, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



LIGHTING & CONTROLS

Quote

Job Name: Village of Winnetka
Quote #: 19-33012-4
Quote Label: base bids only for the village
Job Location: Winnetka, Illinois
Issue Date: 6/4/2019
Good Through: 7/27/2019
Quoted By: Bach, Kelly

KSA LIGHTING INC
1220 CENTRAL AVE
HANOVER PARK, IL 60133-5420
(Phn) 630-307-6955 EXT:
(Fax) 630-307-6965

Quoted To: KSA LIGHTING INC
1220 CENTRAL AVE
HANOVER PARK, IL 60133-5420

Type	Qty	Manufacturer / Brand	Catalog #	Line Comment	Unit \$	Ext \$
			BASE BID			
60	25	Sternberg Lighting	PEDESTRIAN LIGHT	PT-MS805ALED-7-3ARC27T3-MDL03-SV2-FMC(MOD)/4211'-2.5"TFP5/1-GFI IUC/CM	\$3,149.00	\$78,725.00
	1	Sternberg Lighting	LOT CHARGE - CM: CUSTOM MATCH FINISH	TAVERN MARKET GREEN FINISH. per release.	\$750.00	\$750.00
			Subtotal			\$79,475.00

Grand Total: \$79,475.00

Notes

- * Lamps NOT Included Except as Noted
- * Manufacturer's Standard Freight Terms and Conditions for Sale Apply
- * Any deviation voids this quote.
- * Alternate Fixtures are not included in the total.
- * Final confirmation of quantities and design intent is the responsibility of the contractor.
- * Subject to approval; No plans or specs were provided at bid time.
- * Certain assumptions have been made to assemble a functional system from the supplied documents. Final verification that all necessary equipment has been specified and ordered is the responsibility of the specifier/contractor. Please read the accompanying Bill of Materials carefully to verify that all items are correct.
- * Please reference KSA quote number on purchase order.
- * A set of submittals marked "Approved as Noted", or KSA Release Waiver Form, will be required for all project orders.
- * Partial releases are subject to additional freight charges.
- * Linear product over eight foot runs will require Factory Drawings approved. Distributor Hold For Release po is required to get factory drawings - which can take 1-2 weeks. Order will not be released to production until factory drawings are approved. Standard catalog cuts/specs will NOT be accepted.
- * KSA does not take responsibility for accuracy of submittals unless they are done by KSA or reviewed by KSA prior to submitting.
- * All control products will require submittal sets generated by KSA. Full Submittal sets are available upon receipt of HFR Purchase orders and require approximately 2 weeks to produce. Device color, voltage and counts must be verified prior to project release.
- * nLight devices require CAT 5 cable connections between devices. 1500 ft max cable length per zone. The preferred CAT 5 cable pin out for the nLight network is T568B.



LIGHTING & CONTROLS

Quote

Job Name: Village of Winnetka
Quote #: 19-33012-4
Quote Label: base bids only for the village
Job Location: Winnetka, Illinois
Issue Date: 6/4/2019
Good Through: 7/27/2019
Quoted By: Bach, Kelly

Freight/Order Terms

Sternberg Lighting:

All shipments will be FOB origin. Most orders will be shipped common carrier and freight prepaid (freight allowed) by Sternberg. Consult factory quotation for the specific freight terms. \$50.00 minimum order.

Sternberg Lighting Terms of Sale:

- 1) Freight terms: Full freight allowed for one shipment & quoted quantities.
- 2) All orders \$10,000.00 and over require approved drawings prior to release.
- 3) Price good until expiration date. Lamps not included unless noted in part number.
- 4) Sternberg Lighting reserves the right to correct any typographical errors.
- 5) Cancellation of released purchase orders are subject to a 50% cancellation fee.

Freight Minimum:

Always Covered

Qualifies: Yes

Order Minimum:

\$50.00

Qualifies: Yes

MATERIAL QUOTE

QUICK SERVICE QUOTATION

This quotation constitutes an offer to sell which offer expressly limits acceptance to the terms of this offer on the back of this quotation. This offer shall be firm for a period of thirty (30) business days from the date of this offer. Subject to Buyers credit worthiness, the return of this form with a Purchase Order number or any other reasonable manner of acceptance will be sufficient to form an agreement on the terms and conditions on the back of this quotation.



WESCO Distribution

2401 International
Woodridge, IL 60517
Phone: 630-327-7017
Fax: 630-633-2026

DATE:	6/11/19	TO:	VILLAGE OF WINNETKA
PROJECT NAME:	VALMONT POLES AND KIM LIGHTING		TCPN CONTRACT R142106
QUOTE#		ATTENTION:	GIOVANNI MCLEAN
SALESPERSON:	MATT BOGGS		

Item	Qty	DESCRIPTION	UNIT PRICE	U/M	TOTAL
1	5	VALMONT 300045708T4C 30' POLE WINNETKA GREEN	\$1,443.00	E	\$7,215.00
		TO INCLUDE 2 PIECE SPUN COLLAR			
		PER WINNETKA DRAWING A3042			
2	7	KIM	\$1,396.00	E	\$9,772.00
		MOD-CC25A-3E35-120L3K-PICO EMITTER -250 3000K TEMP			
		WATT EQUAL INCLUDES LENS			
		(2700K SAME PRICE)			
		OR			
		1A-CC25A-3-P70-96L-3K-120-BL-A25-7 PICO PRISM NO LENS	\$1,355.00	E	
		(2700K SAME PRICE)			
		FIXTURES TO BE MARKET SQUARE TAVERN GREEN PER			
		PREVIOUS PROJECTS			
		PRICING PER TCPN CONTRACT R142106			

If you have any questions,
please call me at (630) 327-7017.

Thank You. _____

GRAND TOTAL \$16,987.00

MATT BOGGS

VILLAGE OF WINNETKA

INTEROFFICE MEMORANDUM

TO: Village Council
FROM: Chris Rintz, Village President
CC: Robert Bahan, Village Manager
SUBJECT: Planned Development Commission Appointments
DATE: June 13, 2019

Pursuant to Section 3.22.030 of the Village Code, the Planned Development Commission (PDC) consists of nine members, selected from the current members of the Plan Commission (PC) and the Zoning Board of Appeals (ZBA). The Chairs of the ZBA and PC will serve on the PDC; and the chair of the PDC will be the individual then serving as the chair of the body that holds four seats on the PDC. The vice chair will be the chair of the body holding five seats on the PDC.

The initial composition of the Planned Development Commission shall consist of five Plan Commission members and four Zoning Board of Appeals members. Thereafter, the majorities and chairpersons of the PDC will alternate every two years.

I have appointments to create the inaugural Planned Development Commission for the June 18th Regular Meeting as follows:

- Matt Bradley (ZBA), Chair
- Tina Dalman (PC), Vice Chair
- Wally Greenough (ZBA)
- Sarah Balassa (ZBA)
- Lynn Hanley (ZBA)
- John Golan (PC)
- Bridget Orsic (PC)
- Layla Danley (PC)
- Jay Vanderlaan (PC)

If you have questions, please contact Rob or me directly. Thank you.