

**Winnetka Village Council
REGULAR VIRTUAL MEETING**

Zoom
September 15, 2020
7:00 PM

AGENDA

In accordance with social distancing requirements and Governor Pritzker's Executive Orders 2020-43 and 2020-44, and Section 7(e) of the Illinois Open Meetings Act, the Winnetka Village Council meeting on Tuesday, September 15, 2020 will be held virtually. The meeting will be livestreamed via the Zoom platform. At least one representative from the Village will be present at Village Hall in compliance with Section 7(e) of the Illinois Open Meetings Act, and the virtual meeting will be simulcast at Village Hall for members of the public who do not wish to view the virtual meeting from another location. Pursuant to Executive Orders 2020-43 and 2020-44 issued by the Governor, the number of people who may gather at Village Hall for the meeting is limited due to the mandated social distancing guidelines. Accordingly, the opportunity to view the virtual meeting at Village Hall is available on a "first come, first-served" basis.

The public has two options for observing and participating in this virtual Village Council meeting including the ability to provide oral comments during the meeting. To facilitate an efficient meeting, public comments submitted in advance are encouraged.

- 1) Telephone (audio only Call 312-626-6799), when prompted enter the Meeting ID – 91760795975 (Please note there is no additional password or attendee ID required)
- 2) Livestream (both audio and video feed) Download the Zoom meetings app to your smartphone, tablet or computer and then join Meeting ID:91760795975. Event Password: VC09152020

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, September 15, 2020 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at the beginning of the meeting under the Public Comment agenda item. Comments specific to a particular agenda item will be read during the discussion of that agenda item. The Village will attempt to have comments received after the meeting has started read at the end of the meeting. Public comment is limited to 200 words or less. Public comments should contain the following information:

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

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

Winnetka Village Council
REGULAR VIRTUAL MEETING
September 15, 2020
7:00 p.m.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) October 6, 2020 Regular Meeting
 - b) October 13, 2020 Study Session
 - c) October 20, 2020 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) August 18, 2020 Regular Virtual Meeting Minutes.....3
 - ii) September 1, 2020 Regular Virtual Meeting Minutes10
 - b) Approval of Warrant List dated August 28 – September 10, 202013
 - c) Resolution No. R-59-2020: Monitor/Defibrillator Purchase from the Zoll Corporation (Adoption).....14
 - d) Resolution No. R-62-2020: 2020 Cleanup Week Change Order (Adoption).....25
- 8) Ordinances and Resolutions
 - a) Resolution No. R-60-2020: Sts. Faith, Hope & Charity School Temporary Tent Approval (Adoption).....34
 - b) Resolution No. R-61-2020: Phase III Streetscape Engineering Services (Adoption)48
- 9) Old Business: None.
- 10) New Business: None.

- 11) Appointments
- 12) Closed Session
- 13) Adjournment

NOTICE

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

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3545; T.D.D. 847-501-6041.

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR VIRTUAL MEETING
August 18, 2020**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held virtually on the WebEx videoconference platform on Tuesday, August 18, 2020 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Community Development Director David Schoon, Assistant Community Development Director Brian Norkus, and approximately 24 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) September 1, 2020 Regular Meeting. All of the Council members present said they expect to attend.
 - b) September 8, 2020 Study Session. All of the Council members present said they expect to attend.
 - c) September 15, 2020 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment. None.
- 5) Reports:
 - a) Trustees. None.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. None.
- 6) Approval of the Agenda. Trustee Coladarci, seconded by Trustee Swierk, moved to approve the Agenda. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.
- 7) Hadley Day Proclamation. After President Rintz read the proclamation aloud, Julie Tye, President of Hadley School, thanked the Village for honoring the 100th birthday of the school with a special proclamation. She commended the citizens of Winnetka for their support of the school, which transformed the way visually impaired people can learn.

The Council members expressed their appreciation for all the school has done, and continues to do, for visually impaired people throughout the U.S and around the world.

Ms. Kazenas said there were several audience members who would like to comment.

Mary Nelson, COO, Hadley School. Ms. Nelson thanked the Council and Winnetka community for their support, which empowers the school in its efforts.

Louise Holland, Past Chair of the Hadley Board. Ms. Holland explained that the assistance offered to visually impaired people is invaluable and she toasted both the school and the Village of Winnetka.

Trustee Apatoff, seconded by Trustee Lanphier, moved to proclaim August 18 as Hadley Day. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

8) Consent Agenda

a) Village Council Minutes.

i) July 21, 2020 Regular Virtual Meeting Minutes.

b) Approval of Warrant List dated July 31 – August 13, 2020 in the amount of \$408,919.03.

c) Ordinance No. MC-3-2020: Amending Sign Regulations to Allow Display Case Signs (Adoption).

d) Resolution No. R-52-2020: Approving a Contract with Bee Liner Lean Services, Inc for the repair of the Electric Plant Coping Blocks (Adoption).

e) Resolution No. R-56-2020: Bulk Rock Salt Purchase (Adoption).

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

9) Ordinances and Resolutions.

a) Ordinance No. M-13-2020: Winnetka Local Business Sales Tax Rebate Economic Relief Program (Introduction/Adoption). Ms. Kazenas reviewed the options discussed at the August 11 Study Session to provide cash to local businesses for short-term operational needs. The options are:

- Option A: rebate 50% of the Village's share of the municipal sales tax received in 2019 to eligible local businesses.
- Option B: Offer three tiers of rebates: Tier 1 - \$2,500; Tier 2 - \$5,000; and Tier 3 - \$10,000. The tiers would be based on sales tax revenue generated by the qualified businesses in 2019.

Both options would have a budget of \$400,000 and be offered to 95 eligible local businesses. The application form for each option has been streamlined for ease of use.

Trustee Cripe suggested the payments be qualified as disaster relief so the businesses do not incur a tax burden with the rebates.

President Rintz called for public comment.

Ms. Kazenas read the email comments: Katie Cory, owner of Skandal; Pam Faulkner, Green Bay Cycles; Cynthia Burr, Vivid Art Gallery; Carrie and Ken Londe, Londo Mondo; Meg Carroll, Bedside Manor; Peggy Swartchild, Material Possessions; and

Randi Lamb, Randoons. All of the foregoing urged the Council to adopt Option B, as this will provide the most help to smaller businesses.

Terry Dason, Chamber of Commerce Director. Ms. Dason thanked the Council for considering the rebate program; and she said most eligible businesses are in favor of Option B.

After discussing the options, the Council expressed approval for Option B as the best program.

Trustee Cripe suggested an amendment to the Ordinance to add two more clauses:

Whereas, on March 13, 2020, the President declared a nationwide emergency pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5127-5207 ("**Stafford Act**"), covering all states and territories, including Illinois; and

Whereas, on March 26, 2020, the President declared a major disaster in Illinois pursuant to Section 401 of the Stafford Act.

He explained that under the Internal Revenue Code, these recitals could help to put the economic relief in the category of disaster relief and therefore tax exempt.

Trustee Dearborn, seconded by Trustee Cripe, moved to waive introduction of Ordinance No. M-13-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

Trustee Coladarci, seconded by Trustee Cripe, moved to adopt Ordinance No. M-13-2020, using Option B and with the amendments suggested by Trustee Cripe. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- b) Resolution No. R-54-2020: Approving the Termination and Release of a Restrictive Covenant – 1171 Ash Street (Adoption). Mr. Schoon explained that the Subject Resolution would terminate a stormwater restrictive covenant at 1171 Ash Street that was placed in 1998. Since the Village's current stormwater requirements are more comprehensive than in 1998, the covenant no longer serves any purpose, and the Public Works Director finds it appropriate to release the covenant.

There being no Council discussion or public comment, Trustee Lanphier, seconded by Trustee Apatoff, moved to adopt Resolution No. R-54-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

10) Old Business.

- a) Resolution No. R-47-2020: Amendment to Development Agreement and Restrictive Covenants - 630 Pine Lane. The Subject Resolution was discussed by the Council on July 21, where it was tabled to allow supplemental materials to be submitted. Mr. Norkus reviewed the request to vacate restrictive zoning covenants that were placed by the

Village Council in 2013 when the Subject Property was originally subdivided. The Subject Resolution would reduce some, but not all, of the zoning restrictions, in order to more closely comply with current zoning requirements. During the July 21 Council discussion, the applicants were requested to submit a site plan and to meet with neighbors who have expressed concerns about the request.

Mr. Norkus reviewed the site plan, which was circulated to the concerned neighbors. Several neighbors sent their email comments on the plan, and additional public comment received after the agenda packet was posted has been forwarded to the Council.

Trustee Swierk asked if the proposed new home fits within the existing restrictive covenants. Mr. Norkus explained that while the home does comply with the restrictive setbacks, several proposed accessory buildings would fall outside the current restrictions. Trustee Swierk suggested keeping the restrictive covenants and instead giving specific permission for the accessory buildings.

Trustee Dearborn asked if the request comes from the current owners and if the removal of the covenants would stay with the land even if it is sold in the future. Mr. Norkus explained that the owners are requesting the modification specifically to permit the potential buyers to construct a new home. Attorney Friedman explained that the requested amendment to the covenants are specific to the new owners; however, any amendment to the covenants will run with the property. He added that the amendment could be made contingent at the Council's discretion.

Trustee Lanphier asked why the request for roofed lot coverage is so high.

Trustee Cripe asked if the accessory structures could be carved out of the current restrictive covenants; Attorney Friedman responded in the affirmative.

The applicants attorney, Todd Stephens, explained that the Weinbergs are sensitive to the neighbors' sight lines and tree preservation; they are proposing a much smaller home than could be constructed under the current development agreement. The roofed lot coverage could be reduced if it is an issue with the Council.

Mr. Weinberg explained that the additional impervious surface allowance would be needed for the driveway, not for the home; and the roofed lot coverage is not a major concern as long as the home they're proposing can be built under the current requirements.

Trustee Cripe asked what relief is actually needed. Mr. Weinberg explained expansion of the setbacks is being requested for the future value of the property, since the home will be built inside the zoning restrictions.

Trustee Swierk said the site plan doesn't have the driveway or parking area included. Mr. Weinberg explained that more detailed plans haven't been developed pending the sale of the property; and he described the planned location of the driveway.

Trustee Swierk expressed a desire to see a more detailed site plan and suggested that only the accessory structures be allowed in the current required setbacks. Attorney Stephens agreed that the applicants simply want the opportunity to build a playhouse and greenhouse in the future if the existing covenants are reduced.

Mr. Weinberg added that an easing of the east setback restriction would allow the architect to expand the garage by two or three feet, as it is very tight in the current proposal. In discussing this request with the Council, he explained that the request relates to preserving several large trees, which drives the location of the home on the lot.

Ms. Weinberg explained that she and her husband don't feel the land has its full value with the restrictive covenants in place. She noted that the covenants were placed on the original builder of the subdivision and doesn't have anything to do with her family. The Weinbergs simply want fair value for their property.

Trustee Cripe asked for the history of the CBI Subdivision. Mr. Norkus explained that the original three-lot subdivision approved by the Village Council in 2007 was heavily predicated on the preservation and restoration of the historic residence at 630 Pine Lane. Subject to that original approval, a residence was built on the lot at 624 Pine Lane, and public improvements were also installed. By 2013, the condition of the home at 630 Pine was so deteriorated that the Council approved its demolition; and at this time the restrictive covenants were placed with the idea of placating neighbors who felt harmed by the potential scale of any new home that could be built on such a large lot under the Zoning Ordinance.

Suzanne Murphy, owner of 630 Pine, explained that she and her husband were silent investors of the CBI Subdivision, and the intention was always to renovate the historic home. However, the builders did not look after the vacant home; and water damage coupled with mold issues left them no choice but to demolish the home. She commented that the Weinbergs are passionate about moving to Winnetka and building their dream home.

Trustee Cripe asked what normal setbacks for the property would be if not for the complicated history of the subdivision. Mr. Norkus explained that the standard setbacks from the east and west are in line with what the applicants are requesting; and the side yard requirements would be substantially closer to the north and south property lines under the Zoning Ordinance.

Ms. Weinberg said a big consideration in not requesting relief from the north and south setback restrictions was the Weinbergs sympathy with the neighbors' concerns.

The Council discussed what purpose the restrictive covenants serve for the Village at the current time, and whether there is a fairness issue for the neighbors that the Council needs to account for. It was pointed out that Cook County taxes the property at the going rate, whether it has restrictive covenants or not. Attorney Stephens explained that the neighbors are used to an empty two acre park in their midst, and this drives some of their concerns.

President Rintz pointed out that the east lot line is heavily wooded, and if the home were built to current zoning standards, it would still be 93 ½ feet away from the lot line.

Trustee Swierk asked what the buildable area for the Subject Property would be. Mr. Norkus explained that it would be 5,500 square feet if an owner constructed a home to the maximum allowable zoning provisions.

President Rintz called for public comment.

Jack Weinberg commented that he is helping his son and daughter-in-law to purchase the land. He explained that the Weinbergs have already spent \$40,000 on architects for a piece of land they don't even own. He noted that the lot has been fallow for the last ten years. He questioned the wisdom of regulating a property owner's rights, and he urged the Council to approve the request to modify the restrictive covenants.

Theresa Lepicier, adjacent neighbor. Ms. Lepicier asked the Council to approve the request, as the variance request is a small one.

President Rintz polled the Council; Trustee Cripe did not see a purpose to keeping the restrictions, as they are punitive to new purchasers of the lot; Trustee Coladarci agreed, noting the covenants are no longer relevant; Trustee Dearborn expressed sympathy for the neighbors that developed their property with the understanding that the covenants would be abided by – he suggested a compromise for the east setback; Trustee Apatoff said he had no issue for allowing the accessory structures in the setback and also expressed support for a compromise with the objecting neighbors on the east setback; Trustee Lanphier agreed with Trustees Dearborn and Apatoff; Trustee Swierk favored keeping the covenants but he would allow the two accessory structures.

President Rintz asked the Weinbergs if they could live with a smaller setback increase on the east side and the full request on the west; the Weinbergs responded that they could.

Trustees Apatoff, Lanphier, and Dearborn said they could approve that compromise. Trustee Swierk said he could not approve the request.

Trustee Cripe, seconded by Trustee Lanphier, moved to adopt Resolution No. R-47-2020 as amended with an east setback of 63 ½ feet. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, and Lanphier. Nays: Trustee Swierk. Absent: None.

11) New Business.

- a) Comprehensive Annual Financial Report (CAFR). Mr. Sloth explained that the 2019 Audit once again demonstrates the Village has complete and accurate financial records. He thanked Dell Duckworth, Accounting Manager, for her hard work in helping complete the audit. He said there is a nearly \$2.4 million surplus in the General Fund, which is the Village's main operating fund, as a result of favorable revenue income (State-shared revenues); personnel savings due to lower labor costs; and unspent capital due to a deferred road project that came in above Budget expectations. In addition, all departments posted lower than expected operating costs. After reviewing all of the Village's funds, as well as the funding of the Village's public safety pension funds, Mr. Sloth turned the floor over to Ron Amen, of Lauterbach and Amen, for a more detailed report on the 2019 Audit and to answer questions.

Mr. Amen explained that even though the audit process changed due to the Covid-19 pandemic, his firm is nevertheless required to adhere to auditing standards, and the work product remains reliable. The Village earned a "clean" or "unmodified" opinion, which affirms that the Village's financial statements are materially correct.

Trustee Dearborn asked a question about the Water fund, checked to see if all of the Village's insurance policies are scaled properly, and also asked if the Village could refinance the Village's bond debt in light of current bond rates.

The Council commended the Village on its financial performance. President Rintz lauded Mr. Amen's diligence and oversight as a crucial factor in keeping Winnetka's Aaa bond rating.

Mr. Amen said he could not accomplish it without the Village's expert help.

12) Appointments: None.

13) Closed Session. None.

14) Adjournment. Trustee Dearborn, seconded by Trustee Cripe, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None. The meeting adjourned at 9:53 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR VIRTUAL MEETING
September 1, 2020**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, September 1, 2020 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Finance Director Tim Sloth, Community Development Director David Schoon, and approximately three persons in the audience.
- 2) Pledge of Allegiance. Trustee Coladarci led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) September 8, 2020 Study Session. All of the Council members present except Trustee Swierk said they expect to attend.
 - b) September 15, 2020 Regular Meeting. All of the Council members present said they expect to attend.
 - c) October 6, 2020 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment. None.
- 5) Reports:
 - a) Trustees. None.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. President Rintz said the Village is doing its best to ensure Council meetings flow in an orderly manner for ease of the remote audience members to participate.
- 6) Approval of the Agenda. Trustee Coladarci, seconded by Trustee Dearborn, moved to approve the Agenda. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.
- 7) Consent Agenda
 - a) Village Council Minutes.
 - i) August 4, 2020 Regular Virtual Meeting Minutes.
 - ii) August 11, 2020 Virtual Study Session Minutes.

- b) Approval of Warrant List dated August 14 – 27, 2020 in the amount of \$1,933,402.29.
- c) Resolution No. R-57-2020: Streetscape Phase I & II Change Order No. 1 (Adoption).

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

8) Ordinances and Resolutions.

- a) Resolution No. R-50-2020: Shared Principles (Adoption). Chief Hornstein explained that in 2018, the Illinois Association of Chiefs of Police engaged in conversation with the National Association for the Advancement of Colored People (NAACP) with the aim of improving relations between law enforcement agencies and the communities they serve. Ten shared principles were subsequently developed; and since these principles are consistent with the Winnetka Police Department's practices and policies, he recommends formally adopting them. The Village would be joining 231 other Police Departments in Illinois that have already adopted the shared principles; and no changes to Winnetka's police policies will take place as a result.

Trustee Apatoff said he was reassured that the Subject Resolution affirms the procedures already followed by the Winnetka Police Department. He commended the Department for treating people with fairness and respect, and for following best practices. After a brief discussion, it was agreed that the Winnetka Police Department is very ethically and professional run and responds proactively to the needs of the community.

There being no public comment, Trustee Coladarci, seconded by Trustee Lanphier, moved to adopt Resolution No. R-50-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- b) Resolution No. R-58-2020: Approving an Intergovernmental Agreement with Cook County – CARES Funding (Adoption). Mr. Sloth explained that Federal Coronavirus aid is being disbursed to local governments by Cook County; Winnetka qualified for approximately \$95,000. The Subject Resolution would approve an agreement with Cook County qualifying expenses for the aid, and is the first step in applying for the funds.

There being no public comment, after a brief discussion, Trustee Coladarci, seconded by Trustee Lanphier, moved to adopt Resolution No. R-58-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- c) Resolution No. R-55-2020: North Shore Country Day School Temporary Tent Approvals (Adoption). Mr. Schoon reviewed this request for the use of temporary tents for auxiliary classroom space during the pandemic.

Tom Flemma, Headmaster at North Shore Country Day School, explained that outdoor classes are part of the plan to safely resume school during the pandemic.

Several Trustees asked questions; there was no public comment.

Trustee Lanphier, seconded by Trustee Cripe, moved to adopt Resolution No. R-55-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

9) Old Business. None.

10) New Business.

- a) Covid-19 Financial Update. Mr. Sloth explained that since the last update on the financial impact of the Covid-19 pandemic, the Village's revenue projections have improved: an expected \$3.9 million budget shortfall is now estimated to be \$3 million. In addition, performance of the pension funds has improved as the financial markets have recovered over the summer.

Mr. Sloth said current budget cuts are more than sufficient to deal with the 2020 Budget; however, there are 2021 policy considerations for the Council: (i) should the property tax levy remain flat for the 7th consecutive year and (ii) should public safety pension funding target assumptions be updated to be consistent with the anticipated targets of the consolidated pension boards, which will likely match the State Statutory requirements?

Mr. Sloth explained that Winnetka's funding assumptions are more rigorous than the State-recommended funding scenario; and he reviewed five funding alternatives for the Council to contemplate in advance of October's 2021 Budget meeting.

The Council discussed Winnetka's pension funding in light of the State-mandated public safety pension consolidation, which is expected to take effect in 2021. It was agreed that the Village needs to do whatever it needs to do in order to keep its Aaa bond rating. There was also general agreement to keep the property tax levy flat, to keep the current 6.25% rate of return on the public safety pension funding with the State target of 90% funded by 2040. [Option 2]

President Rintz explained that the Village's stormwater bonds could be refinanced to realize significant savings. Winnetka's financial advisor, Speer Financial, will prepare a report for Council discussion at next week's Study Session. Next, he called for public comment; there was none.

11) Appointments:

- a) Trustee Lanphier, seconded by Trustee Dearborn, moved to appoint Kim Handler to the Planned Development Commission to finish the term of Wally Greenough. By voice vote, the motion carried.

12) Closed Session. None.

13) Adjournment. Trustee Dearborn, seconded by Trustee Coladarci, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:06 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated August 28 - September 10, 2020

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 09/15/2020

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

The Warrant List dated August 28 - September 10, 2020 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated August 28 - September 10, 2020.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-59-2020: Monitor/Defibrillator Purchase from the Zoll Corporation (Adoption)

Presenter: Alan Berkowsky, Fire Chief

Agenda Date: 09/15/2020

Consent: ☒ YES ☐ NO

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

Item History:

The Fire Department has three Cardiac Monitor/Defibrillators (CMD); one on each ambulance and one on Engine 28. All three were made by Philips Healthcare, and two of these have been in service for over 12 years. Philips was bought last year by another medical manufacturer who makes their own CMD and has announced they will no longer support the Philips brand of CMDs as of the end of 2020.

Executive Summary:

After much research, we have focused our attention on the Zoll Brand CMD. Its design is streamlined and lighter-weight than our current model. In addition, our neighboring departments all have the Zoll model and have been very pleased with its performance. With this purchase, we would have the same CMDs as our neighboring departments - this is important during a cardiac arrest incident when one of our neighboring department ambulances is called to assist. Having familiarity with the equipment is critical to resuscitation efforts.

In the 2020 budget, we have funding in the amount of \$35,000 for one CMD. However, we felt it would be beneficial to replace all three at one time to ensure we have the same model on each piece of equipment. Thus, on August 17, we requested funding from the Winnetka Foreign Fire Insurance Fund and the purchase was approved. We also requested funding from the Kenilworth Foreign Fire Insurance Fund and that funding was approved on August 24th. With the purchase of three CMDs, we reduced the cost of each unit from \$37,275 to \$26,838 each. The total for the three units inclusive of all accessories is \$81,988.45 (\$27,329.48 each). This price includes a trade-in allowance of \$1,500 per used unit.

Other units we examined were more expensive and not compatible with our neighboring departments. All three fire shifts had a presentation on the Zoll unit and are in full support for the replacement of our current CMDs with the Zoll equipment. Since we are purchasing these units directly from Zoll, we are only able to obtaining pricing from our area representative (see attached letter). Thus, we are requesting the Village Council to waive the bidding process and approve the sole source bid with the Zoll Corporation for the replacement of our CMDs.

Recommendation:

Consider adoption of Resolution No. R-59-2020 authorizing the disposal of the old Philips CMDs, waiving the bidding process, and approving the purchase of three Cardiac Monitor/Defibrillators from the Zoll Corporation in the amount of \$81,988.45.

Attachments:

Resolution No. R-59-2020
Exhibit A: Quote dated August 6, 2020 from the Zoll Corporation
Letter from Zoll Corporation

RESOLUTION NO. R-59-2020

**A RESOLUTION
AUTHORIZING DISPOSITION OF SURPLUS PROPERTY, WAIVING
COMPETITIVE BIDDING, AND APPROVING THE PURCHASE OF
CARDIAC MONITORS AND DEFIBRILLATORS FROM
ZOLL MEDICAL CORPORATION**

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

WHEREAS, the Village Fire Department currently utilizes cardiac monitors and defibrillators ("**Existing Cardiac Monitors**") manufactured by Phillips Healthcare, which no longer fields or services the Existing Cardiac Monitors; and

WHEREAS, the Fire Department has identified the need to replace all three of its Existing Cardiac Monitors ("**Surplus Monitors**"); and

WHEREAS, the fire departments within the Village's mutual aid network use cardiac monitors and defibrillators manufactured by Zoll Medical Corporation of Chelmsford, Massachusetts ("**Zoll**"); and

WHEREAS, in order to ensure compatibility and proficiency while cooperating with neighboring fire departments, the Village desires to purchase three new cardiac monitors and defibrillators, along with the required cables, batteries, and other accessories manufactured by Zoll (collectively, "**New Cardiac Monitors**"); 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, Zoll is the sole source proprietary vendor for the New Cardiac Monitors that are compatible with cooperating fire departments, and has offered to sell the New Cardiac Monitors to the Village for a total price of \$81,988.45; and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code and Section 1V.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to dispose the Surplus Monitors, waive competitive bidding, and approve the purchase of the New Cardiac Monitors from Zoll;

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

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

September 15, 2020
{00116314.1}

R-59-2020

SECTION 2. AUTHORIZATION TO DISPOSE OF SURPLUS MONITORS. The Village Council declares that ownership of the Surplus Monitors is no longer necessary or useful to, or in the best interests of, the Village; and the Village Council hereby authorizes the Village Manager, or the Manager's designee, to dispose of the Surplus Monitors by trading them to Zoll as part of the purchase of the New Cardiac Monitors.

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

SECTION 4. APPROVAL OF NEW CARDIAC MONITORS PURCHASE. The Village Council hereby approves the purchase of the New Cardiac Monitors from Zoll for the total not to exceed amount of \$81,988.45.

SECTION 5. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, the purchase order attached as **Exhibit A** and all other documents necessary to complete the purchase of the New Cardiac Monitors and the disposition of the Surplus Monitors authorized pursuant to Sections 2 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 by the vote of two-thirds of the Trustees.

ADOPTED this 15th day of September, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

September 15, 2020
{00116314.1}

R-59-2020

EXHIBIT A



TO: Winnetka Fire Department
428 Green Bay Road
Winnetka, IL 60093

Attn: Ryan Banks

email: rbanks@winnetka.org

Tel: 847-501-8029

ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 351861 V:1

DATE: August 06, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	X Series Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering ZOLL Noninvasive Pacing Technology:	3	\$37,275.00	\$26,838.00	\$80,514.00 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT gsales@zoll.com OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Caroline Guilbord
EMS Territory Manager
773-425-0710



TO: Winnetka Fire Department
 428 Green Bay Road
 Winnetka, IL 60093

Attn: Ryan Banks

email: rbanks@winnetka.org

Tel: 847-501-6029

ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
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 FEDERAL ID#: 04-2711626

QUOTATION 351861 V:1

DATE: August 06, 2020

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry SP02 • Signal Extraction Technology (SET) • Rainbow SET NIBP Welch Allyn Includes: • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Orion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	3	\$295.00	\$212.40	\$637.20 *
3	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	3	\$295.00	\$212.40	\$637.20 *
4	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	3	\$157.50	\$113.40	\$340.20 *

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Caroline Guibord
 EMS Territory Manager
 773-425-0710

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TO: Winnetka Fire Department
428 Green Bay Road
Winnetka, IL 60093

Attn: Ryan Banks

email: rbanks@winnetka.org

Tel: 847-501-6029

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Worldwide Headquarters
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FEDERAL ID#: 04-2711626

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
5	8000-0580-01	Six hour rechargeable Smart battery	6	\$519.75	\$374.22	\$2,245.32	*
6	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	1	\$2,712.15	\$1,952.75	\$1,952.75	*
7	8900-0810-01	<i>pedi-padz® II Pediatric Multi-Function Electrodes</i> - Designed for use with the AED Plus. The AED recognizes when pedi-padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	2	\$99.75	\$71.82	\$143.64	**
8	8000-000901-01	ECG plain white paper- 80mm (pack of 6 rolls)	1	\$25.20	\$18.14	\$18.14	*
9	7800-0214	MRX Biphasic w/Pacing, 12 lead + 3 parameters Trade-In	3		(\$1,500.00)	(\$4,500.00)	***

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

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Caroline Guilbord
EMS Territory Manager
773-425-0710



TO: **Winnetka Fire Department**
428 Green Bay Road
Winnetka, IL 60093

Attn: **Ryan Banks**

email: rbanks@winnetka.org

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QUOTATION 351861 V:1

DATE: August 06, 2020

TERMS: Net 30 Days

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FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		*Pricing is valid only upon receipt of a signed Region 10 IL Pricing Agreement, which must be received prior to or with the order against this quotation. **Reflects Discount Pricing. ***Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.				

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

TOTAL \$81,988.45

Caroline Guibord
EMS Territory Manager
773-425-0710

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ZOLL Medical Corporation

Worldwide Headquarters
269 Mill Road
Chelmsford, Massachusetts 01824-4105
U.S.A.

978 421-9655
978 421-0025 Main Fax

September 2, 2020

We appreciate your consideration of ZOLL® products for the Winnetka Fire Department. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® Defibrillators for the EMS Market. ZOLL® or Caroline Guibord, EMS Territory Manager, will not sell an X Series® Defibrillator to Winnetka Fire Department through any vendor or dealer.

Caroline Guibord is the sole rep for ZOLL® cardiac monitors in the territory in which Winnetka Fire Department is located.

Should you have any questions or require additional information please contact me at: 773-425-0710 or cguibord@zoll.com

Caroline Guibord
Senior Account Executive
773-425-0710
cguibord@zoll.com



ZOLL Medical Corporation

Worldwide Headquarters
269 Mill Road
Chelmsford, Massachusetts 01824-4105
U.S.A.

978 421-9655
978 421-0025 Main Fax

Aug 24, 2020

We appreciate your consideration of ZOLL® products for the Winnetka Fire Department. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® Defibrillators for the EMS Market. ZOLL® or Caroline Guibord, EMS Territory Manager, will not sell an X Series® Defibrillator to Winnetka Fire Department through any vendor or dealer.

The ZOLL® monitor line is the only source for the patented Rectilinear Biphasic Waveform. This waveform is proven clinically superior by the FDA for the synchronized cardioversion of Atrial Fibrillation and for High Impedance Ventricular Fibrillation. ZOLL® is also the only source of the RLB 40msec pulse duration pacing waveform. This pacing technology is patented technology as well and is not available from any other manufacturer.

Additionally, ZOLL is the sole provider of the Inovise 12 lead algorithm for ALS monitors in the EMS environment. This 12 lead algorithm provides the highest level of accuracy and specificity for determining ST elevations in the EMS environment. Additionally, the exclusive capabilities of the Inovise 12 lead and ZOLL X series to simultaneously capture all EKG leads provides for higher levels of accuracy, reduces the need for acquiring multiple EKG's, therefore increasing the speed and quality of care for the patients. These technologies are exclusive to the Inovise 12 lead algorithm, which can only be found in the ZOLL X series for the EMS Market and not available from any other manufacturer.

ZOLL® is also the sole source manufacturer of FDA approved Real CPR Help and See thru CPR technologies only available in the ZOLL® X Series® and other ZOLL® defibrillation equipment. The ZOLL® monitor line, including the ZOLL X series® is the only ALS Cardiac monitor with both Real CPR Help and See thru CPR technologies. See thru CPR is also the only technology of its kind on the market allowing the rescuer to filter through the CPR to see a verifiable rhythm without stopping CPR. These technologies must be capable of being used through defibrillation pads than must have an attached accelerometer to enable CPR feedback and artifact filtering functionality and are disposable with each event. These technologies and the ZOLL® X Series® cardiac resuscitation monitor are not available from any other manufacturer.

In addition, the X series monitor is the only EMS monitor with the following capabilities:

- Device must be capable of acquiring a blood pressure measurement on inflation within 15 to 30 seconds
- Device must be capable of synchronizing the oscillation to the R-wave of the ECG during Non-invasive blood pressure monitoring
- Device must have impedance pneumography for monitoring respiratory rate via ECG Leads I or II
- Device must have a minimum IP55 rating for water and solid foreign objects
- Device shall not exceed 10.6 lbs. (4.82 kg) without battery and paper

Should you have any questions or require additional information please contact me at:
773-425-0710 or cguibord@zoll.com

Caroline Guibord
Senior Account Executive
773-425-0710
cguibord@zoll.com



Agenda Item Executive Summary

Title: Resolution No. R-62-2020: 2020 Cleanup Week Change Order (Adoption)

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

Agenda Date: 09/15/2020

Consent: ☒ YES ☐ NO

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

Item History:

For many years, the Village has been contracting with Lakeshore Recycling Systems to perform its Spring Cleanup Week program. The Village issued Purchase Order #2020-00000070 for \$24,500 in February 2020 to complete this year's program. The cost was based on an agreed hourly rate per vehicle and crew of \$140 per hour, for an estimated 175 vehicle/crew hours based on past cleanup weeks.

Executive Summary:

Due to the COVID-19 pandemic, Spring Cleanup Week was delayed from April to July, after Illinois re-opened to Phase IV status. Lakeshore Recycling Services (LRS) completed the cleanup week program during the period July 13 to July 17. This year's program was wildly successful and generated significantly more material than normal years, again likely due to the COVID-19 pandemic and the additional amount of time at home many residents found themselves with. As a result, LRS had to provide additional labor and vehicles to complete the program on the published schedule. Rather than the estimated 175 hours, LRS committed 253.5 vehicle/crew hours, for a total expense of \$35,490.

The initial purchase order was issued under the Village's purchasing policy, which allows the Village Manager to authorize purchases up to \$25,000. With the additional labor time, however, the total expense of \$35,490 exceeds this limit and requires authorization by the Village Council. Resolution No. R-62-2020 authorizes a change order to Purchase Order #2020-00000070, increasing the amount to \$35,490.

Recommendation:

Consider adopting Resolution No. R-62-2020, authorizing a change order to Purchase Order #2020-00000070 from \$24,500 to \$35,490 for the 2020 Spring Cleanup program.

Attachments:

Resolution No. R-62-2020
Purchase Order #2020-00000070

**A RESOLUTION APPROVING A CHANGE ORDER WITH LAKESHORE
RECYCLING SYSTEMS, LLC FOR 2020 SPRING CLEANUP PROGRAM**

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

WHEREAS, on February 13, 2020, the Village entered into an agreement ("**Agreement**") with Lakeshore Recycling Service LLC, an Illinois Limited Liability Company, of Morton Grove, Illinois ("**Contractor**") to provide solid waste removal services related to the Village's 2020 Spring cleanup event ("**Services**"); and

WHEREAS, the pricing in the Agreement is based on the approximate amount of time required for the Contractor to perform the Services; and

WHEREAS, Village staff negotiated the Agreement with Contractor based on data from previous cleanup events, resulting in a total anticipated cost of \$24,500, an amount within the Village Manager's \$25,000 purchasing authority; and

WHEREAS, the solid waste collected in 2020 far exceeded the volume collected in prior years, increasing the amount of time necessary for the Contractor to perform the Services, and raising the cost of the Agreement to \$35,490, thereby requiring Village Council approval; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to approve a change order to the Agreement for the Contractor to perform the Services;

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

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

SECTION 2: APPROVAL OF CHANGE ORDER. The Village Council hereby approves a change order with Contractor for the Services in an amount not to exceed \$35,490, in substantially the form attached to this Resolution as **Exhibit A ("Change Order")**.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER. 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 Change Order after receipt by the Village Manager of two executed copies of the final Change Order from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Change Order from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Change Order between the Village and Contractor will, at the option of the Village Council, be null and void.

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

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

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CHANGE ORDER

INVOICE

Invoice No	0004490507
Page No	1 of 1
Invoice Date	Aug-10-20
Customer No	21856
Site No	0
Reference	

VILLAGE OF WINNETKA
510 GREEN BAY RD
WINNETKA, IL 60093

Balance forward : \$0.00
 Payments : \$0.00
 Adjustments : \$0.00
 Invoices : \$0.00

Date	Codes	Description	Reference	Quantity	Amount
10 - Aug		(0001) WINNETKA/SINGLE FAMILY HOMES 510 GREEN BAY RD, WINNETKA IL <u>Serv #002 Resi Waste 0.00</u> SPECIAL SERVICE \$140.00 2020 SPRING CLEAN UP 7/13 - 7/17 253.50 HOURS @ \$140.00 PER HOUR	7859596	253.50	\$35,490.00
				Site Total:	\$35,490.00

Current	31-60 Days	61-90 Days	Over 91 Days	Invoice Total	Balance Due
\$35,490.00	\$17,323.57	\$0.00	\$0.00	\$35,490.00	\$52,813.57

NEW PAYMENT ADDRESS Please detach coupon and remit with payment

REMIT
 BANK NAME: Chase Bank
 Bank Address: 225 Vivian Ln., Bakersfield, CA 93308
 Account number: 682286148
 Routine number: 322271627

Payment due upon receipt of this invoice. 1.5% per month (18% per annum) late charges on balances over 30 days from date of invoice. Payments received after invoice date are not reflected. To ensure proper credit, please include your account number on your check and include the bottom portion of this invoice. When making payment on multiple accounts, please include the account numbers and the amounts of payment. We reserve the right to suspend service without notice on any past due account.

Invoice No	0004490507
Page No	1 of 1
Invoice Date	Aug-10-20
Customer No	21856
Site No	0
Reference	

**Bill To**

1390 Willow Rd
WINNETKA, IL 60093

Ship To

1390 Willow Rd
WINNETKA, IL 60093

Reprint Purchase Order

No. 2020-00000070

02/14/2020

Vendor 426 LAKESHORE RECYCLING SERVICES

Deliver by

Ship Via

Freight Terms

Originator

James Bernahl

Resolution Number

Contact

LAKESHORE RECYCLING SYSTEMS
PO BOX 554884
DETROIT, MI 48255-4884

Quantity	U/M	Description	Vendor Part Number	Unit Cost	Total Cost
1.0000	Each	Services		\$24,500.0000	\$24,500.00
Item Description 2020 Spring Cleanup Program					
G/L Account		Project		Amount	Percent
560.80.48-584 (Refuse Collection)					100.00%

Total Due \$24,500.00

Special Instructions

THIS PURCHASE ORDER HAS BEEN ISSUED PURSUANT TO AN APPROVED FORMAL BID OR PROPOSAL.

**THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER ARE GOVERNED BY THE TERMS AND
CONDITIONS CONTAINED WITHIN THE BID/PROPOSAL DOCUMENT REFERENCED ON THE REVERSE SIDE
OF THIS PURCHASE ORDER.**



6132 W. Oakton Ave
Morton Grove, IL 60053
(Phone) 773-685-8811
(Fax) 773-685-8043

DATE: February 13, 2020

TO: Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

FROM: Joshua Connell
Lakeshore Recycling Systems
Phone # 773-960-2091

RE: Spring Clean-up Proposal

Dear Jim,

For your review, Lakeshore Recycling Systems can provide the following service & proposal:

PROPOSAL

WINNETKA SPRING CLEAN-UP PROPOSAL:

LRS will provide clean-up services at a rate of:
Disposal rate:
(\$50 per ton if directed to LRS Northbrook facility)

\$140.00 per hour/vehicle
Delivered to SWANCC

Rates Quoted include the following service specifications:

- *Four-day collection period (8 hour days).*
- *Monday thru Thursday.*
- *Approximately 3 - 4 trucks on Monday, Tuesday & Thursday. 6 to 8 dedicated trucks on Wednesday (approximately 150 – 200 total truck hours).*
- *All material will be disposed at the Glenview Transfer Station (SWANCC facility) and billed directly to the Village of Winnetka.*



6132 W. Oakton Ave
Morton Grove, IL 60053
(Phone) 773-685-8811
(Fax) 773-685-6043

Approximate Cost:

- Approx. 175 total vehicle hours = \$24,500.00 (180 hours)
 - 175 tons = SWANCC rate
- Approx. LRS Cost: = \$24,500.00

Historical Disposal Numbers:

2016 tons = 209.46 tons.
2017 tons = 187.08 tons.
2018 tons = 166.66 tons.
2019 tons = 160.17 tons.

Acceptance:

Village of Winnetka

Lakeshore Recycling Systems

James Bernahl

PRINT NAME

[REDACTED]
PRINT NAME

[REDACTED]
SIGNATURE

[REDACTED]
SIGNATURE

Asst. Dir. of Pw/Engr.
TITLE

[REDACTED]
TITLE



Agenda Item Executive Summary

Title: Resolution No. R-60-2020: Sts. Faith, Hope & Charity School Temporary Tent Approval (Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 09/15/2020

Consent: ☐ YES ☒ NO

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

Item History:

8/4/2020 - The Village Council adopted Ordinance No. MC-4-2020, Amending the Zoning Ordinance to adopt a new Chapter 17.54 approving the use of temporary tents by Schools. The ordinance allows the Village Manager to approve the temporary use of such tents by schools for up to 28 days, and the Village Council to approve the temporary use of tents for up to 180 days.

Executive Summary:

On September 15, the Village Council is scheduled to consider Resolution No. R-60-2020, approving the use of a temporary tent by Sts. Faith, Hope, & Charity School during the COVID-19 pandemic to provide a safer school environment and to lessen the risk of the spread of the illness. The School seeks approval to install the tent for approximately ten weeks this fall. The resolution as drafted would allow the School to use the tent for a total of 180 days over a 12-month period, so if necessary, the School could use the tent again in the spring. The School has also worked with the Fire Department staff on emergency preparedness plans for using the tent.

A notice was mailed to property owners within 250 feet of the School's property. As of the writing of this report, the Village has not received any written comments

Given the school's intent to install the tent prior to Council action, the Village Manager authorized the temporary use of the tent until the Council has an opportunity to consider the request at the September 15 Council meeting.

Recommendation:

Consider adoption of Resolution No. R-60-2020. The Resolution would give Sts. Faith, Hope and Charity School the authority to use temporary tents.

Attachments:

Attachment A: Resolution No. R-60-2020

**A RESOLUTION APPROVING THE ERECTION OF TEMPORARY TENT
BY THE SAINTS FAITH, HOPE, AND CHARITY SCHOOL**

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, on August 4, 2020, the Village approved Ordinance MC-4-2020, adopting a new Section 17.54.010 of the "Winnetka Zoning Ordinance," as amended ("**Zoning Code**"), to allow schools to erect temporary tent for school use with the approval of the Village Council for a period not to exceed 180 days in any 12-month period; and

WHEREAS, The Catholic Bishop of Chicago, an Illinois corporation sole on behalf of Saints Faith, Hope, and Charity Parish and School ("**School**") desires to construct a temporary tent ("**Temporary Tent**") on the portions of its property located at the address commonly known as 180 Ridge Road in the Village and depicted in **Exhibit A** to this Resolution ("**Tent Location**") during the COVID-19 pandemic to provide a safer school environment and lessen the risk of the spread of the illness; and

WHEREAS, the Council of the Village of Winnetka has determined that it is in the best interest of the Village to approve and authorize the issuance of tent permits to allow the School to erect the Temporary Tent at the Tent Location;

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 TEMPORARY TENT. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Resolution, approval is hereby granted pursuant to Section 17.54.010 of the Zoning Code and the home rule powers of the Village, to allow the erection of the Temporary Tent by the School at the Tent Location for school use for a period not to exceed 180 days between the effective date of this Resolution and September 14, 2021.

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

- A. Compliance with Regulations. The erection, use, and maintenance of the Temporary Tent and the Tent Location must comply at all times with all applicable federal, State, and Village statutes, laws, regulations, codes, ordinances, and orders, as they have been or may be amended over time;

- B. Operations with Tent. The erection, use, and maintenance of the Temporary Tent must generally comply with the description of use described in the narrative from the School attached as **Exhibit B**; and
- C. Compliance with Specifications. The Temporary Tent must be generally be consistent with the specifications attached to this Resolution as **Exhibits B**.

SECTION 4: FAILURE TO COMPLY. Upon the failure or refusal of the School to comply with any or all of the conditions, restrictions, or provisions of this Resolution, in addition to all other remedies available to the Village, the approvals granted in Section 2 of this Resolution will, at the sole discretion of the Village Council, by Resolution duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approval granted in Section 2 of this Resolution unless it first provides the School with two weeks advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 5: EFFECTIVE DATE.

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

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

B. In the event that the School does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 5.A.2 of this Resolution within 30 days after the date of passage of this Resolution by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Resolution null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 15th day of September, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A



EXHIBIT B

Ss. Faith Hope and Charity School
FHC Re-Opening Committee
Proposal for a Tented Outdoor Classroom Space

Overview

The FHC Re-Opening Committee feels it would be advantageous to the students and teachers to provide a tented outdoor classroom space for the first two months of the 2020-2021 school year. Due to the guidelines from the Illinois State Board of Education and the Office of Catholic Schools, students and teachers will be required to wear a mask indoors for the entire school day, which will be very hot and uncomfortable during the warm late summer and early fall months.

A tented outdoor classroom space would provide the following benefits:

- Provide a mask break for students and teachers.
- Still provide a structured classroom space.
- Allow the students to get fresh air, while still learning.
- Provide a comfortable area outside of the school and still maintain social distance.

Details of Tented Outdoor Classroom Space

Our proposed tented outdoor classroom space will consist of an approximately 30'x80' tent to be located on the concrete slab outside of the 1st and 2nd grade classrooms, adjacent to the main school parking lot.

- The tent would tentatively be delivered two days prior to the start of school on Monday, August 24, 2020 and would be picked up on Friday, October 30, 2020.
- The tent will extend almost the full length of the concrete slab and will include the stairway outside of the first grade classrooms.
- The tent will have an interior divider that will allow for two different classrooms to be in the tent at the same time, all while staying in the same cohort. An additional divider can be added to allow for three classrooms, depending on class size.
- The tent will be secured with stable, heavy, concrete tent weights and will not damage the concrete slab on the school's property.
- The structure will consist of a roof and will not have sides, allowing students to easily walk under the tent during drop-off and pick-up and will provide a perfect area for temperature checks prior to entering the school building.



30' x 80' Tent Plan

Client: St. Faith, Hope, & Charity
Event Date: August 26, 2020
Site: St. Faith, Hope, & Charity
 Wilmette, Illinois

Proposal Number:
 113140

Drawn By: J.A.K.
Date: 8/18/20
Scale: 1" = 20'
Revised:

PLAN AGREEMENT: This drawing, design, and any ideas contained herein are the sole property of PARTYTIME-HDO PRODUCTIONS, INC. This plan is confidential and is not to be reproduced, changed, or copied in any form, nor is this plan to be disclosed to or used by any third party without obtaining written consent from PARTYTIME-HDO PRODUCTIONS, INC.



IMPORTANT DOCUMENT
Certificate of Flame Resistance

ISSUED BY



Date of Shipment
3/18/18

Registration Number
F140.1

Tent Identification
S30x80

EVANSVILLE, INDIANA 47725

MANUFACTURERS OF THE FINISHED TENT PRODUCTS DESCRIBED HEREIN

This is to certify that the materials described have been flame-retardant treated (or are inherently nonflammable) and were supplied to:

Partytime-HDO Productions
6150 W. Howard Street
Niles, IL 60714



Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshall Code. All fabric has been tested and passes NFPA 701-04, ULC 109.

Serial # 3311964c (8)

Description of item certified: 30' x 80' White Frame Tent

**Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric**

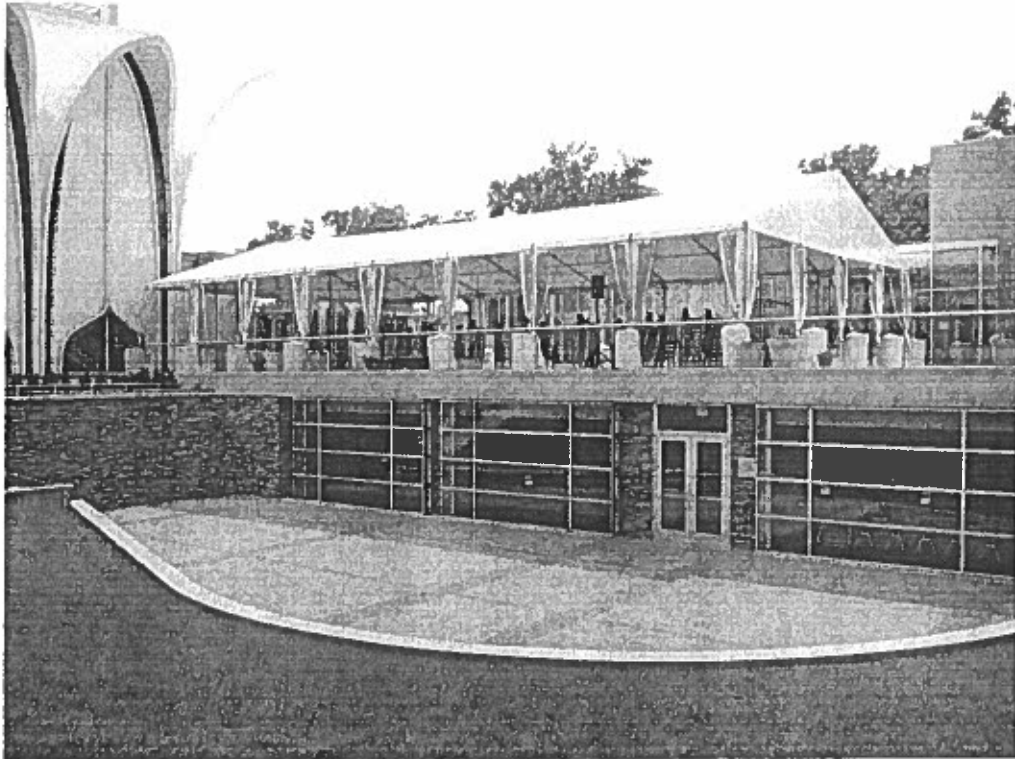
SNYDER MFG NEW PHILADELPHIA, OH

Name of Applicator of Flame Resistant Finish

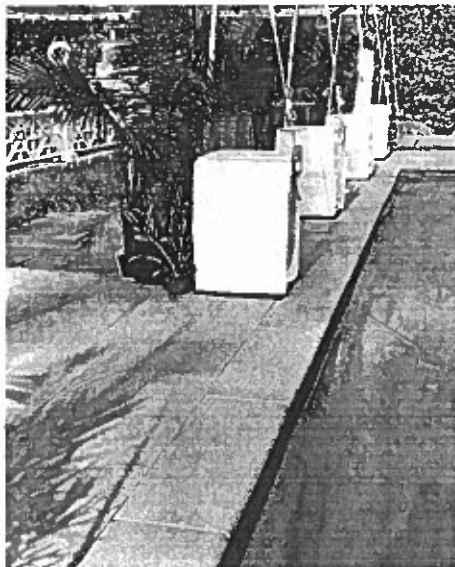
Signed:

A handwritten signature in black ink, appearing to read "A. Clark".
ANCHOR INDUSTRIES INC

A picture of a similar tent to the proposed FHC tent is located below. Please note that the proposed FHC tent will not have side panels, but will be open sided with either one or two internal dividers.



A picture of the weights used to secure the tent is located below:



Usage

The tent will provide outdoor classroom space for grades 1 through 8 on a daily basis. It has been assumed that PK3, PK3/4, and SK will utilize the courtyard for outdoor space and will not need a dedicated classroom structure.

Based on an approximately six hour school day, each of the 14 classes in grades 1 through 8 could use the tent for one class period per day, assuming the tent is divided into two classrooms. A schedule for the tent will be maintained by the school office and teachers will reserve space in the tent in advance.

In addition to the school's usage of the tent during the school day, we believe the tent would provide a perfect outdoor space for the parish and religious education students for after school and weekend related events (i.e. mass, religious education classes, parish group meetings, staging area for First Communion, baptisms, etc.)

Seating

In order to provide temporary seating for students under the tent, we are proposing that the school purchase each student a portable camp style chair and clipboard. The chair will be kept in the students' locker and used when moving to the outdoor tented classroom. This lightweight chair is kept in a bag and students in grades 1 through 8 should have no problem carrying it outside. The clipboard would hold the necessary work for the students.

The chairs and clipboards could also be used by students and teachers during the school day when they do not have reserved tent space. The chairs could be brought to various shaded areas around the school and parish property for more informal class work or discussions.

Cost

The cost of the proposed 30'x80' tent with one divider would be \$20,754 for the period of time between August 24, 2020 and October 30, 2020. Payments would be made over three equal installments of \$6,918 on August 24, September 15, and October 15, 2020. In the event that school would need to shut down during the proposed term of the tent contract, FHC would be responsible for the first month and the tent company would need two weeks' notice after that. FHC would be responsible for the two weeks notice.

The cost of the portable chairs and clipboard would be approximately \$20 per student.

Source of Funding

In order to pay for the cost of the tent, we would propose charging each student in grades 1 through 8 a COVID-related fee of \$100. This would cover the cost of the tent, chair, clipboard, and other supplies needed to provide a safe and clean environment for the students.

Conclusion

The Re-Opening Committee strongly encourages the school to provide a dedicated outdoor space for students for the first two months of school. We believe a tent, which provides space for two additional, separate classrooms will be extremely beneficial to both students and teachers, all while providing a unique, comfortable, classroom, where students can learn without a mask.

EXHIBIT C
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, The Catholic Bishop of Chicago, an Illinois corporation sole on behalf of the Saints Faith, Hope, and Charity Parish and School ("***School***") desires to construct temporary tent ("***Temporary Tent***") during the COVID-19 pandemic to provide a safer school environment and lessen the risk of the spread of the illness; and

WHEREAS, pursuant to Section 17.54.010 of the Village Code, the School submitted applications to erect three Temporary Tent for a period not to exceed 180-days in a 12-month period on portions of its property located at the address commonly known as 180 Ridge Road in the Village (collectively, "***Tent Location***"); and

WHEREAS, Resolution R-60-2020, adopted by the Village Council on September 15, 2020 ("***Resolution***"), grants approval to the School for the erection of Temporary Tent at the Tent Location; and

WHEREAS, Section 5 of the Resolution provides, among other things, that the Resolution will be of no force or effect unless and until the School has filed, within 30 days following the passage of the Resolution, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Resolution;

NOW, THEREFORE, the School hereby agrees and covenants as follows:

1. The School does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Resolution.

2. The School acknowledges that required procedures have been properly followed with respect to the adoption of the Resolution, has considered the possibility of the revocation provided for in the Resolution, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The School acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of approval for the erection of the Temporary Tent and the adoption of the Resolution, and that the Village's approvals do not, and will not, in any way, be deemed to insure the School against damage or injury of any kind and at any time.

4. The School represents and warrants that it has received the consent from the owners of all the Temporary Location not owned by the School to erect the Temporary Tent thereon.

5. The School does hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees,

agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Resolution granting approval to erect the Temporary Tent at the Tent Location.

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

Dated: _____, 2020

ATTEST:

THE CATHOLIC BISHOP OF CHICAGO, an
Illinois corporation sole

By: _____
Its: _____

By: _____
Its: _____



Agenda Item Executive Summary

Title: Resolution No. R-61-2020: Phase III Streetscape Engineering Services (Adoption)

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

Agenda Date: 09/15/20

Consent: ☐ YES ☒ NO

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

Item History:

With the successful completion of Phase I and II Streetscape Improvements in the West Elm Business District, staff is seeking approval for the design and development of construction documents for the next phase of improvements in the East Elm District (Lincoln Avenue north of Elm Street up to the entrance of the Lincoln Avenue commuter parking lot). The 2020 budget contains \$70,000 in the Downtown Business Revitalization Fund for engineering in Account 420.15.01-620.

Executive Summary:

The 2020 Budget contains funding for engineering design services for Phase III Streetscape improvements. In order to construct the improvements during calendar 2021, it is necessary for the engineering to begin now. The proposed work scope includes a full set of construction plans, and bidding documents. By approving the engineering services now, the design work is expected to be completed in January 2021, allowing the project to proceed with ample time for check points with the Council prior to proceeding with construction.

Typically, the project schedule would include a six- to eight-week period for soliciting proposals from qualified design engineering firms to produce final design/engineering plans. However, considering the experience and knowledge gained from Phase I & II projects, and the desire to begin construction in the spring of 2021, Village staff proposes to waive the competitive selection process and work directly with our two existing firms, Ciorba Group and Teska Associates, to complete the necessary documents.

Both Ciorba Group and Teska Associates have a significant amount of history and previous experience with the Village's Streetscape project. The Ciorba Group prepared both conceptual and detailed design plans for Winnetka's previously proposed streetscape program in 2008-2009. While that program did not proceed to bidding or construction, that detailed engineering served as the basis for the current streetscape plans. Much of that work is still valid, which reduces design costs. Teska Associates prepared the Downtown Streetscape and Signage Master Plan, and was critical to the construction of the Phase I & II Streetscape plans. Phase I & II projects have been well-received by the community, resulting in many positive comments. At the conclusion of the Phase II project, some questions were raised by Trustees regarding various design elements. Attached, please find a report prepared by Teska and Ciorba providing the design rationale behind the implementation of the project elements.

Executive Summary (continued):

Ciorba and Teska have developed an appropriate scope of work to prepare final plans, specifications, and bidding documents, and to provide bidding assistance for Phase III Streetscape construction. Under this proposed scope of work, the Lincoln Avenue Streetscape plans will be developed for the proposed improvements within the project limits. Roadway geometrics will match the Downtown Streetscape and Signage Master Plan as prepared and revised by Teska after outreach efforts with the West Elm businesses for Phases I & II. Given the extent of the project, Lincoln Avenue will be resurfaced. Ciorba will also work with the Water & Electric Department for the potential replacement of a 20-inch water main in the Lincoln Avenue roadway.

Lincoln Avenue is proposed to be slightly narrowed to provide wider sidewalk and seating areas. An AutoTurn analysis will be completed at the Lincoln Avenue and Elm Street intersection to ensure safe clearance of automobiles. The Streetscape and roadway plans will be prepared in AutoCAD and delivered in electronic format, with PDF files for bidding and CADD files. The Streetscape documents will be prepared for use in public open houses, as well as for construction documents. Ciorba and Teska's detailed scope of work is attached.

The proposed design fees for the project are \$43,688.78 for Ciorba Group and \$24,900 for Teska Associates, for a total of \$68,588.78. The 2020 budget contains \$70,000 in the Downtown Redevelopment Fund for engineering in Account 420.15.01-620.

Recommendation:

Consider adopting Resolution No. R-61-2020, waiving the competitive solicitation process and awarding a contract for professional design services to Ciorba Group and Teska Associates in the amount of \$68,588.78 for design engineering and landscape architectural services for Streetscape improvements on Lincoln Avenue.

Attachments:

1. Resolution No. R-61-2019
2. Memorandum - Teska Associates Ciorba Group - Implementation Review

RESOLUTION NO. R-61-2020

A RESOLUTION WAIVING BIDDING AND APPROVING AGREEMENTS WITH THE CIORBA GROUP AND TESKA ASSOCIATES FOR DESIGN ENGINEERING SERVICES AND LANDSCAPE ARCHITECTURE SERVICES FOR STREETSCAPE IMPROVEMENTS TO LINCOLN AVENUE

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 June 19, 2018, the Village Council adopted the Downtown Streetscape and Signage Master Plan, which has been revised after further input and evaluation; and

WHEREAS, the Village has appropriated funds for the engineering and construction of streetscape improvements, in accordance with the Downtown Streetscape and Signage Master Plan, along Lincoln Avenue ("**Streetscape Improvements**"); and

WHEREAS, the Village requested proposals from Ciorba Group ("**Ciorba**") for the performance of design engineering services ("**Engineering Services**") and Teska Associates ("**Teska**") for the performance of landscape architecture services ("**Landscape Services**"); and

WHEREAS, Ciorba submitted a proposal to the Village for the performance the Engineering Services in an amount not to exceed \$43,688.78 for the Streetscape Improvements; and

WHEREAS, Teska submitted a proposal to the Village for the performance the Landscape Services in an amount not to exceed \$24,900 for the Streetscape Improvements; and

WHEREAS, Ciorba and Teska have performed services for the Village in the past, to the Village's satisfaction and have prior experience with the Village's streetscape projects; and

WHEREAS, the Village Council desires to enter into an agreement with Teska for the Landscape Services for the Streetscape Improvements in a total amount not to exceed \$24,900 ("**Teska Agreement**"); and

WHEREAS, the Village Council desires to enter into an agreement with Ciorba for the Engineering Services for the Streetscape Improvements in a total amount not to exceed \$43,688.78 ("**Ciorba Agreement**") (the Teska Agreement and Ciorba Agreement are, collectively, the "**Agreements**", with payment requests from Teska being administered and submitted by Ciorba); 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 enter into the Agreements with Teska and Ciorba;

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 procurement of Landscape Services and Engineering Services.

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

SECTION 4: APPROVAL OF TESKA AGREEMENT. The Village Council hereby approves the Teska Agreement in substantially the form attached to this Resolution as **Exhibit B** and in a final form approved by the Village Attorney.

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

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 15th day of September, 2020, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CIORBA AGREEMENT

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 15th day of September, 2020, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. CONSULTANT.

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

Consultant Name ("Consultant**"):** CIORBA GROUP, INC.

Address: 8725 W. HIGGINS ROAD, SUITE 600, CHICAGO, IL 60631

Telephone No.: (773) 775-4009

Email:

Project Name/Description: LINCOLN AVENUE STREETSCAPE – PHASE III

Agreement Amount: \$68,588.78

B. Project Description. *Professional design engineering and landscape architectural services for streetscape improvements on Chestnut Street and Spruce Street*, as more fully described in the proposal attached to this Agreement as Exhibit A ("**Proposal**").

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in Exhibit A – Scope of Services ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

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

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

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Agreement by the Village, but in no event later than shown on the *Project Schedule* included in Exhibit A ("**Time of Performance**").

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement

(**“Additional Services”**), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

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

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

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term “**Confidential Information**” shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (“**Time of Disclosure**”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant agrees to maintain, at its sole cost and expense, insurance coverage in the following minimum amounts:

Professional Liability	\$2,000,000 per claim/aggregate
General Liability	\$1,000,000 Each Occurrence – Bodily Injury \$1,000,000 Each Occurrence – Property Damage \$2,000,000 Aggregate
Automotive Liability – including non-ownership and hired car coverage	\$1,000,000 Per Person/Per Occurrence
Employer's Liability	\$500,000 Each
Worker's Compensation	Per Statutory Amount

The Consultant shall file with the Village, not later than 10 days after Commencement Date, a Certificate of Insurance showing complete coverage of all insurance required, signed by the insurance companies or their authorized agents. Each certificate shall provide that the coverage shall not be terminated without 30 days advance written notice to the Village except for 10 days notice for cancellation due to non-payment. The Consultant shall name the Village as an additional insured for general liability and automotive liability for limits stated above. ENGINEER shall require all subcontractors and subconsultants to carry insurance in the amounts stated above. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

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

SECTION 7.

CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are

provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

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

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

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

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the

Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

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

H. Village Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Council.

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

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

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

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

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

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

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

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

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

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

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

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

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

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

D. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and

communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

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

With a copy to:

Elrod Friedman, LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

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

Ciorba Group, Inc.
8725 W. Higgins Road, Suite 600
Chicago, IL 60631
Attention: Gerald W. Heimsoth,
President

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

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

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. 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 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, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. The Village. The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibit A attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 20__.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

Design engineering services are required to prepare plans, specifications, and cost estimates for streetscape improvements and resurfacing of on Lincoln Avenue from Elm Street to the south side of the west entrance into the Village parking lot, a distance of approximately 500 feet. Only the northwest and northeast corners of the Lincoln/Elm intersection will be improved.

The roadway within the project limits will be resurfaced. The roadway and streetscape plans will be prepared in MicroStation. Deliverables will be in electronic format, with pdf files for bidding and CADD files. The streetscape documentation will depict surface streetscape treatments including, but not limited to: sidewalk jointing patterns, unit paving areas, site furnishings and landscape plantings.

1. Meetings, Coordination and Data Collection

- a. Two meetings or conference calls with the Village are anticipated during the plan development.
- b. Coordination activities will be required with the Village staff, Teska, and private utility companies.
- c. One site visit by staff.
- d. Electrical Plan in Hand Walk Through.

2. Topographic Survey

- a. Establish vertical and horizontal control points.
- b. Complete topographic survey.
- c. Obtain inverts of storm and sanitary sewers.
- d. Develop base sheets.

3. Plans, Specifications, and Estimates

- a. Title Sheet
- b. Typical Sections
- c. Alignment, Ties, and Benchmarks
- b. Index of Sheets/General Notes
- c. Summary of Quantities
- d. Existing Conditions/Removal Plans
- e. Plans and Elevations
- f. Water Main Plans
- g. Drainage Plans
- h. Pavement Marking and Signing Plans
- i. Maintenance of Traffic Plans.
- j. MOT General Notes and Description
- k. Lighting Plans
 - i. Perform wire sizing to determine if future Lincoln Avenue Streetscape from Elm Street to Oak Street can operate from the same lighting controller.
 - ii. One Line Diagram
 - iii. Equipment Details
 - iv. Pole Foundation Details
- l. Streetscape Plans (Provided by Teska)
 - i. Hardscape Plans
 - ii. Site Furnishings Plans

- iii. Landscape Planting Plans
- iv. Streetscape Details / General Notes
- v. Specifications
- vi. Quantities List / Cost Estimate
- m. Roadway Details including Village and IDOT Standards
- n. Quantity Calculations and Construction Cost Estimate
- o. Specifications conforming to the IDOT Standard Specifications for Road and Bridge Construction and the Village of Winnetka requirements. Special Provisions will be prepared for pay items not included in Standard Specifications.

4. Bidding Assistance

- a. Answer bidder questions and issue addenda as necessary
- b. Review and tabulate bids
- c. Contact bidder references as needed
- d. Review contractor alternative streetscape recommendations.

Note: Clean construction demolition debris (CCDD) and soil analysis will be risk managed during construction with the contractor either wasting earth excavation on the site or performing the necessary screenings and analysis for disposal.

Project Schedule

PROJECT SCHEDULE DOWNTOWN STREETSCAPE - LINCOLN AVENUE VILLAGE OF WINNETKA

Work Task	2020					2021		
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Notice to Proceed			9/18					
Topographic Survey								
P.S.&E. Preparation and Submittal (60%)								
Village Review of 60% P.S.&E.								
P.S.&E. Preparation and Submittal (90%)								
Village Review of 90% P.S.&E.								
Final P.S.&E. Preparation and Submittal								
Bidding								



**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Client: Village of Winnetka

Date 09/10/20

ITEM	MANHOURS	PAYROLL	(2.8) TIMES PAYROLL	DIRECT COSTS	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
	(A)	(B)	(C)	(D)	(E)	(C+D+E)	
Meetings, Coordination, & Data Collection	44	\$ 2,414.84	\$ 6,761.55	\$ 100.00		\$ 6,861.55	10.00%
Topographic Survey	23	\$ 898.14	\$ 2,514.78	\$ 130.00		\$ 2,644.78	3.86%
Plans, Specifications and Cost Estimates	238	\$ 10,617.73	\$ 29,729.65			\$ 29,729.65	43.34%
Bidding Assistance	6	\$ 384.11	\$ 1,075.52			\$ 1,075.52	1.57%
QC/QA	10	\$ 646.17	\$ 1,809.28			\$ 1,809.28	2.64%
Project Management & Administration	8	\$ 560.00	\$ 1,568.00			\$ 1,568.00	2.29%
Teska					\$ 24,900.00	\$ 24,900.00	36.30%
TOTALS	329	\$ 15,520.99	\$ 43,458.78	\$ 230.00	\$ 24,900.00	\$ 68,588.78	100.00%

STAFF HOURS
Village of Winnetka
Downtown Streetscape - Lincoln Avenue

Task Sub-Task	Activity	Grand Total	Project Manager	Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Technician II
		329	20	91	35	98	56	21	8
1. Meetings, Coordination, & Data Collection	Task Total:	44	2	27	7	5	3		
010 Meetings	Subtotal:	8	2	6					
	Meetings with Village Staff - 2 (Plan Reviews)	6	2	4					
	Meeting Minutes	2		2					
011 Coordination	Subtotal:	36		21	7	5	3		
	Coordination with Village	8		8					
	Coordination with Teska	8		8					
	Coordination with Utilities	6		1		2	3		
	Site Visits by Staff	6			3	3			
	Electrical Plan in Hand Walk Through	8		4	4				
2. Topographic Survey	Task Total:	23						15	8
020 Field Survey	Subtotal:	20						14	6
	Project Setup	2						2	
	Establish Vertical and Horizontal Control	8						4	4
	Topographic Survey, Cross Sections, Structure Dips	10						8	2
021 Process Survey Information	Subtotal:	3						1	2
	Down Loading Total Station	1						1	
	Base Sheet Development	2							2

STAFF HOURS
Village of Winnetka
Downtown Streetscape - Lincoln Avenue

Task Sub-Task	Activity	Grand Total	Project Manager	Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Technician II
3. Plans, Specifications and Cost Estimates	Task Total:	238	4	54	28	93	53	6	
055 Contract Plans	Subtotal:	37		7		7	17	6	
	Title Sheet	1					1		
	Typical Sections	6				2	4		
	Alignment, Ties and Benchmarks	6						6	
	Index of Sheets/General Notes	4		1		3			
	Summary of Quantities	10				2	8		
	Plan Assembly - 2 Submittals	6		2			4		
	Disposition of Comments - 2 Submittals	4		4					
056 Roadway Plans	Subtotal:	94	2	20	6	38	28		
	Staging Plans	12		4		8			
	MOT General Notes and Description	4		1		3			
	Pavement Marking and Signing Plans (1"=20')	6		2			4		
	Plans and Elevations (1"=20')	24	2	4		6	12		
	Water Main Plans and Details	16		4	4	8			
	IEPA Permit	6		2		4			
	Existing Conditions Removal Plans (1"=20')	10			2		8		
	Drainage Plans (1"=20')	10		2		8			
	Details including Village and IDOT Standards	6		1		1	4		
042 Lighting Plans	Subtotal:	62		10	20	32			
	Wire Sizing for Future Improvements	8		4	4				
	Plan	28		4	8	16			
	One Line Diagram	7		1	2	4			
	Details	3		1	2				
	Pole Foundation Details	16			4	12			

STAFF HOURS
Village of Winnetka
Downtown Streetscape - Lincoln Avenue

Task Sub-Task	Activity	Grand Total	Project Manager	Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Technician II
058	Quantity Calculations	Subtotal:	21	3	2	8	8		
	Quantities (Roadway)	14		2		4	8		
	Quantities (Lighting)	7		1	2	4			
059	Specifications & Estimates	Subtotal:	24	2	14	8			
	Specifications	13	1	12					
	Estimate of Cost (Pre-final & Final)	11	1	2		8			
4.	Bidding Assistance	Task Total:	6	2	4				
090	Bidding Assistance	Subtotal:	6	2	4				
	Bidding Assistance	6	2	4					
5.	QC/QA	Task Total:	10	4	6				
090	QC/QA	Subtotal:	10	4	6				
	Plans and Specifications	10	4	6					
6.	Project Management & Administration	Task Total:	8	8					
100	Project Management & Administration	Subtotal:	8	8					
	Project Administration	8	8						

EXHIBIT B
TESKA AGREEMENT



10 September 2020

To: Eric Spina, espina@ciorba.com, Ciorba Group, 773 355 2940

From: Jodi Mariano, Teska Associates, JMariano@TeskaAssociates.com, 847 869 2015

Re: Village of Winnetka, Lincoln Avenue Streetscape – proposal for streetscape design services

Dear Eric,

As requested, please see the enclosed proposal containing Teska's scope and fee for the above – mentioned project.

As we discussed, this scope and fee is based on our recent work at Chestnut Street in the West Business District.

We look forward to working with the Ciorba team on this exciting and important project for the Village of Winnetka.

I am happy to address any questions or clarifications that may arise.

Best,

Jodi Mariano, Principal, Teska Associates | JMariano@TeskaAssociates.com | 847 869 2015

INTRODUCTION: The intent of the Lincoln Avenue streetscape assignment is to continue the streetscape efforts documented in the Village of Winnetka Streetscape and Signage Master Plan (*adopted June 19, 2018*) and constructed at Chestnut and Elm Streets in the West Elm Business District. The streetscape scope items identified below represent Teska's streetscape scope to be coordinated with engineering items.

PROJECT STUDY AREA: The study area for this project includes Lincoln Avenue from Elm Street to the south to the municipal parking lot to the north. Topographical survey and engineering tasks to be completed by others.

SCOPE TASKS

1. ***Review Base Data and Document Existing Donor Bricks:*** Prior to conducting streetscape design tasks, Teska will obtain topographical survey and base information to be provided by others. Teska will provide relevant materials and exhibits prepared during the East Elm Business District Stakeholder Meetings assignment to Ciorba Group for their use in developing roadway and sidewalk geometrics. Teska will photo document existing donor bricks and record all donor names / text in a word file to be incorporated into the design plans.
2. ***Review Roadway and Sidewalk Geometric Plan:*** Teska will review roadway and sidewalk geometric plans (completed by others) and provide input to Ciorba. Comments will be provided in the form of marked up plans and will be developed to conform to the design intent of the adopted Streetscape and Signage Master Plan and East Elm Business District Stakeholder Meetings assignment.
3. ***Review Photometric Plan:*** Teska will review photometric plans (provided by others) and provide input to Ciorba. Comments will be provided in the form of marked up plans. Special focus will be on tree preservation, light color temperature and light pattern.
4. ***Prepare 75% / 100% Streetscape Documents:*** Based on roadway and sidewalk geometric plans prepared by Ciorba, Teska will produce streetscape documents. The streetscape documents will be prepared in AutoCAD format atop Ciorba's base files. The streetscape documents will be organized that they can be used for the public open house as well as construction documents. The streetscape documentation will depict surface streetscape treatments including: tree protection, sidewalk jointing patterns, unit paving areas (including donor brick replacement), site furnishings, signage and landscape plantings. The streetscape documents will be supported by materials and products catalogue cuts and photographs, outline specifications and cost estimate. Coordination with Ciorba shall be conducted by phone and email.
5. ***Attend Village Staff review:*** Teska will meet with Ciorba and Staff to review the 60% document set. Revisions will be made as required prior to the public open house.
6. ***Attend Public Open House Meeting.*** The public open house meeting format is anticipated to include a slide show style presentation followed by open house exhibit review. This meeting can be an in-person or video conference meeting. Teska will prepare and print all exhibits including but not limited to:
 - a. Context map depicting existing and reallocated parking, including a 5-minute walking radius between Lincoln Avenue shops and surrounding parking areas;

- b. Color rendered streetscape plan depicting existing and proposed curb layout, and business names;
- c. Streetscape materials prepared during the Master Plan and East Elm Business District Stakeholder efforts will be included as appropriate;
- d. Streetscape amenities photo exhibits prepared during the Master Plan will be included as appropriate;
- e. Comment/ input tools.

Comments will be collected, summarized and reported back to Village staff.

7. **Attend Village Council Meeting.** A projector style presentation is anticipated. Teska will be present to make a presentation and answer questions.
8. **Prepare Bid Documents.** Based on inputs gathered previously, prepare bid documents. Teska's documents will be prepared in AutoCAD atop the base files to be provided by Ciorba Group. Coordination with Ciorba Group as required. Review bid documents with staff at 75% and 100% levels. A preliminary sheet layout for Teska's streetscape sheets may include, but is not limited to:

SHEET NUMBERS	DESCRIPTION
L1-L3	Tree Protection Plans and Details
L4-L8	Hardscape Plans and Donor Brick Replacements
L9-L11	Site Furnishings Plans
L12-L14	Landscape Planting Plans
L15-L17	Signage Plans and Details
Word format	Specifications
Excel format	Quantities List / Cost Estimate

9. **Bid Assistance.** Provide assistance during public bidding phases of the project. Bid assistance may include: review bids; contact bidder references as needed; confirm bids conform to the project documents; and assist the design team with contractor recommendations.

END OF SCOPE

Teska's fees are on the following page



LINCOLN AVENUE STREETSCAPE

Project fees: 09/10/2020

		TESKA ASSOCIATES					
		Principal/PM		Snr. Assoc LA		Assoc LA	
		\$150		\$110		\$100	
TESKA SCOPE ITEMS							
1	Review base data and document existing donor bricks	2	\$300	0	\$0	12	\$1,200
2	Review/comment on roadway/sidewalk geometric plan	2	\$300	0	\$0	0	\$0
3	Review/comment on photometric plan	2	\$300	0	\$0	0	\$0
4	75% STREETSCAPE DOCUMENTS						
	Prepare 75% streetscape documents - tree protection sheets	2	\$300	0	\$0	8	\$800
	Prepare 75% streetscape documents - hardscape sheets	2	\$300	0	\$0	16	\$1,600
	Prepare 75% streetscape documents - site furnishings sheets	2	\$300	0	\$0	16	\$1,600
	Prepare 75% streetscape documents - landscape sheets	2	\$300	0	\$0	16	\$1,600
	Prepare 75% streetscape documents - details sheets	2	\$300	0	\$0	6	\$600
	Prepare 75% streetscape documents - streetscape specifications	2	\$300	0	\$0	4	\$400
	Prepare 75% streetscape documents - streetscape quantities & costs	2	\$300	0	\$0	4	\$400
	Prepare 75% streetscape documents - signage sheets, specs, qty and costs	2	\$300	0	\$0	16	\$1,600
5	Attend Village staff review	2	\$300	0	\$0	0	\$0
6	Prep / Attend Business Community & Public Open House meeting	4	\$600	0	\$0	20	\$2,000
7	Attend Village Council meeting	4	\$600	0	\$0	0	\$0
9	100% STREETSCAPE DOCUMENTS						
	Prepare 100% streetscape documents - tree protection sheets	2	\$300	0	\$0	6	\$600
	Prepare 100% streetscape documents - hardscape sheets	2	\$300	0	\$0	6	\$600
	Prepare 100% streetscape documents - site furnishings sheets	2	\$300	0	\$0	6	\$600
	Prepare 100% streetscape documents - landscape sheets	2	\$300	0	\$0	6	\$600
	Prepare 100% streetscape documents - details sheets	2	\$300	0	\$0	6	\$600
	Prepare 100% streetscape documents - streetscape specifications	2	\$300	0	\$0	4	\$400
	Prepare 100% streetscape documents - streetscape quantities & costs	2	\$300	0	\$0	4	\$400
	Prepare 100% streetscape documents - signage sheets, specs, qty and costs	2	\$300	0	\$0	8	\$800
10	Bid assistance	8	\$1,200	0	\$0	0	\$0
	SUBTOTAL DESIGN FEES	56	\$8,400	0	\$0	164	\$16,400
	REIMBURSABLES (REPRODUCTIONS)						\$100
	TOTAL						\$24,900

Attachment 2



Memorandum

To: David Schoon, Director of Community Development
Steve Saunders, Director of Public Works

From: Jodi Mariano, Principal, Teska Associates
Joe Vondra, Project Manager, Ciorba

Date: September 10, 2020

RE: **Winnetka Downtown Streetscape – Phase 1 & 2 Implementation Review**

The Village of Winnetka has received questions regarding the implementation of design elements that were part of Phases 1 and 2 of the Elm Street Business District streetscape construction project: (1) roadway and sidewalk lighting, (2) accent lighting, (3) tree plantings, and (4) planter pots. Phases 1 & 2 included Chestnut Street between Elm and Spruce streets, generally Elm Street between Green Bay Road and Birch Street, and the Village parking lot north of the United States Postal Service building. The purpose of this memo is to explain and detail the design rationale behind the implementation of each element and any adjustments that have been made to the elements.

Downtown Master Plan & Streetscape Master Plan Introduction and Background

The Village of Winnetka *Downtown Streetscape and Signage Master Plan* was the direct result of the *Downtown Master Plan* adopted by the Village Council on November 3, 2016. The Downtown Master Plan was the result of a year-long process led by a steering committee of eleven community members. (See **Appendix A** for a list of community members that participated in the development of the plan). The efforts included the involvement of 70 community members who participated in working groups, stakeholder interviews with residents, business owners, property owners/realtors/developers, and other public bodies, a project web site that had 2,600 unique visitors, an idea chalkboard that was up for five weeks, a vision workshop, a community open house, as well as an urban design quick poll on the project web site that received over 1,000 votes. Through the quick poll Winnetkans ranked outdoor dining, landscaping, lighting and bike amenities among the top four urban design elements (see graph on following page). Through the community outreach efforts, the Village learned from the community that “the lack of unified urban design, gateway, and streetscape elements diminishes the visibility, character, and appearance of the business districts.” One of the eight urban design themes identified by the community in the Plan included “Future development and streetscape elements should promote consistent, cohesive application of urban design (lighting, street furniture, year-round landscaping, etc.); that celebrates Village identity and as outlined in the Commercial Design Guidelines.” The Action Plan section of the Downtown Master Plan identified

streetscape planning as a high priority item.



The *Downtown Streetscape and Signage Master Plan* was adopted by the Village Board on June 19, 2018 following a nine-month public planning process that included guidance by the seven-member Downtown Master Plan (DMP) Task Force in coordination with Village staff (see **Appendix A** for a list of task force members). This 2018 Plan was the culmination of work that started in the fall of 2017. The planning efforts included six task force public meetings, attendance at two community events (the 2017 Ice Expo and 2018 Egg Hunt) to gather input from residents (approximately 50 people at one and 40 at the other), a presentation to the Chamber of Commerce, and three Village Council public meetings. This planning effort also incorporated relevant streetscape design elements from the *Commercial Districts Master Streetscape and Wayfinding Plan* (2008). This 2008 Plan was the culmination of work that started in the Spring of 2006 and was developed by the guidance of a seven-member task force with the assistance of a design and planning firm, The Lakota Group, and public input received during the task force’s 10 public meetings (See **Appendix A** for list of task force members).

Streetscape design elements from the 2008 plan were applied to the 2018 plan, including: *lighting design and paving treatments*. In addition, after the Council adopted the 2018 Streetscape Plan, the Village held two meetings with business owners and managers of the West Elm Business District to gather further input prior to constructing the streetscape improvements. Those meetings led to changes in the plan including removing midblock bump outs, placing trees back within the sidewalk along the curb line, and implementing ways to provide additional parking spaces for customers of the district.

Implementation Activities Completed to Date

Following adoption of the *Downtown Streetscape and Signage Master Plan*, Teska assisted the Village with additional outreach and design services. These efforts guided the first two phases of streetscape construction, as well as current planning and outreach for the third phase of streetscape implementation.

- *Phase 1, Chestnut Street Streetscape.* As previously stated, the scope of work included improvements to Chestnut Street between Spruce and Elm Streets, a small segment of Spruce west of Chestnut Street, and the USPS parking lot improvements. The project reached substantial completion December 2019 with landscaping installed in the Spring 2020.
- *Phase 2, West Elm Street Streetscape.* The scope of this work included Elm Street between Green Bay Road and Chestnut Street and includes one-half block of the north side of Elm Street, west of Chestnut. The project reached substantial completion Spring 2020.
- *Phase 3, East Elm Business District Streetscape.* The purpose of the East Elm planning assignment is to reach out to East Elm businesses to finalize the streetscape design for East Elm, with a focus on Lincoln Avenue from Elm Street north to the public parking lot. This project is currently in planning. It is anticipated to be bid in Spring 2021, for a summer 2021 construction season.

STREETSCAPE REVIEW AND AREAS OF FOCUS

Review of the following streetscape features are organized by topic:

1. *Roadway and sidewalk lighting*
 2. *Accent lighting*
 3. *Tree plantings*
 4. *Planter pots*
-

1. ROADWAY AND SIDEWALK LIGHTING



Prior to streetscape improvements, roadways and sidewalks were generally lit by 14' tall pedestrian scale poles and 30' tall vehicular scale poles at a relatively wide spacing.

Lighting Hierarchy and Applications

Streetscape lighting recommendations from the Downtown Master Streetscape and Signage Plan included the following light standards:

- Vehicular (30' tall) poles – to be located primarily at intersections
- Decorative (14' tall) pedestrian poles (Sternberg)– to be located in the sidewalks between intersections.

The existing decorative pedestrian poles located at Moffat Mall and the Elm Street Bridge were chosen as the Village's decorative lighting standard to be repeated throughout the streetscape design.

Lighting Design Standards

Based on this design direction, photometric calculations were prepared to evaluate light pole placement and light levels along the roadway and the sidewalk. Calculations were performed in accordance with the Illuminating Engineering Society Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting (IES RP-8-18). The IES (<https://www.ies.org/>) is an accredited Standards Development Organization (SDO) under the American National Standards Institute (ANSI) approved procedures. Key excerpts from this document used in the design have been provided in Appendix B. The

design also incorporates elements of the Illinois Department of Transportation District 1 Guidelines for Lighting Design.

Roadway Lighting Levels

Roadway lighting calculations were performed based on the luminance method, as recommended by IES. The luminance method considers the directionality of light to ensure objects are visible to motorists. Using IES criteria, a roadway classification of *Local* and a pedestrian activity area of *Medium* were selected for Chestnut Street. Per Table 11.1 of the RP-8, Average Luminance for this project should be 0.5 cd/m². The calculated average luminance for Chestnut Street is 0.55 cd/m², which is near the low end of the generally accepted range of 100 to 150% of the IES level. Uniformity ratios, which are a measure of the consistency of light, are well under the maximum values recommended by IES as noted in the table below.

<i>Roadway Lighting</i>			
	Average Luminance (cd/m ²)	Average Uniformity Ratio (L _{avg} /L _{min})	Maximum Uniformity Ratio (L _{max} /L _{min})
IES Recommendations	0.5	<6.0:1	<10:1
Chestnut Street	0.55	1.62:1	2.88:1

Pedestrian Lighting Levels

Pedestrian lighting calculations were performed based on the illuminance method, as recommended by IES for pedestrian areas. The illuminance method considers all light incident on a surface, regardless of the direction. A pedestrian activity area of *Medium* was selected for Chestnut Street. Per Table 16.1 of the RP-8, Average Illuminance for this project should be 0.5 foot-candles (fc). The calculated average illuminance for the east side of Chestnut Street is 0.72 fc and 0.75 for the west side of Chestnut. Both values are within the generally accepted range of 100 to 150% of the IES level. Uniformity ratios, which are a measure of the consistency of light, are under the maximum values recommended by IES as noted in the table below.

<i>Pedestrian Lighting</i>		
	Average Illuminance (fc)	Average Uniformity Ratio (E _{avg} /E _{min})
IES Recommendations	0.5	<4:1
Chestnut Street – East Side	0.72	3.6:1
Chestnut Street – West Side	0.75	2.5:1

Pole Layout

An opposite pole layout with a 55' spacing was selected to meet the target lighting levels. Taller roadway poles were provided near intersections to supplement the pedestrian poles and distribute light to the center of the intersections for improved visibility and safety.

Perception of Light and Brightness

The Chestnut Street streetlights may currently be perceived as bright for the following reasons:

- *Light Color Temperature.* The preexisting luminaires were high pressure sodium (HPS) fixtures with a color temperature of 2000 Kelvin (K). The color temperature for newly installed LED lights is 2700K, as recommended by the International Dark-Sky Association. LED lighting is generally perceived to be brighter than HPS lighting due to the 'whiter' appearance of the higher color temperature.
- *Light Loss Factor.* The output of luminaires declines over its lifespan due to the aging of the equipment and the accumulation of dust and dirt. IES design procedures account for this decline by calculating light output at the end of a luminaire's lifespan. The design was prepared using a Light Loss Factor of 0.8. Thus, on day 1 of the lighting installation, the streetlights were 25% brighter than their eventual light levels. New luminaires have not yet experienced this reduction in output, therefore the light levels for a new lighting system are generally higher than the calculated values. It is worth noting the lumen depreciation for the old high-pressure sodium lighting system may have been as much as 50%, making the new lighting system appear that much brighter.
- *Glare.* The low mounting height of the pedestrian poles places the luminaire within the field of view for pedestrians and may lead to the perception of brightness since this is a new condition for those familiar with the district.
- *Young Tree Canopy.* The newly planted trees do not filter much of the light at their current size. As this new plant material matures, the linear perception of pedestrian lighting will be mitigated. A good example of ultimate design intent can be viewed by looking east on Elm Street while standing on the sidewalk or street approximately in a location even with Dwyer Park. The newly planted trees should thrive given the appropriately selected species, the addition of structural soils and appropriate care, which will lead to a tree canopy that will help deflect light in time.

2. ACCENT LIGHTING



Festoons and lighted bollards

The *Downtown Streetscape and Signage Master Plan* recommended accent festoon lighting treatments at key roadway intersections. As a result of public outreach and recommendations of the Task Force, the purpose of the festoon lighting treatments was to add a sense of place and atmosphere to key downtown roadway intersections.

After the final design plans were produced, the Village Council elected to replace the proposed festoon lights with lighted bollards as an alternative accent lighting treatment at designated roadway intersections.

The lighted bollards were subsequently field adjusted with an interior luminaire application to diminish glare and to provide a lower light level consistent with design intent. Feedback from staff and residents has been positive since making these adjustments.

3. TREE PLANTINGS



Preexisting trees

The design team worked with the Village Forester to evaluate preexisting trees, including species, health, and form. Several preexisting trees were in poor condition and were planned for removal, including Green Ash, Callery Pear, Norway Maple, and Japanese Lilac. Due to the planned infrastructure associated with underground electrical, curb and sidewalk work, it was determined that some of the trees that were in good condition, including Ginkgo, Elm and Hackberry, would not survive construction and needed to be replaced.

New tree species

The design team worked with Village forestry staff to specify tree species and installation methods that would contribute to Winnetka's urban canopy. Tree species selected for Chestnut Street include Red Oak, American Elm, Kentucky Coffeetree and Hackberry. These species are recognized for their ability to thrive within urban conditions, including exposure to deicing salts. In addition, these trees are recognized for contributing to tree diversity

Tree installation standards

To provide more healthful conditions for new trees within the streetscape area, the project included structural soils beneath the sidewalk pavements throughout the project area. Structural soils are a growth medium comprised of crushed stone and organic and mineral soil mixtures. It is compactable for use beneath pavements and permits root growth. In the project area, structural soils surround each 4'x6' (24 square feet) sidewalk tree planting pit for approximately the full sidewalk width (+/-12') and for a length of 26'-0" (312 square feet). Therefore, the growing space for trees is increased to more than ten times the size of the tree pit. When trees are planted with structural soils, they have demonstrated substantially better tree growth in urban streetscapes.

Tree and root ball size

Trees are installed at approximately 3" caliper, as measured 6" above the base of the tree. Tree size was selected based on best practices for tree plantings in urban areas. Best practices show that when trees of this size are installed in streetscapes, they have better survivability and growth rates than trees installed at larger caliper sizes.

Tree size is coordinated with the size of the Chestnut Street planting pits and tree root balls. The American Standard for Nursery Stock (ANSI Z60.1) is a publication by the American Horticulture Industry Association. <https://www.americanhort.org/page/standards> This publication defines terms, numerical relationships, and relative sizes among tree parts. Tree size, including the size of the root ball, is selected to ensure proper fit within the tree pit, and to allow for soil growing media surrounding the root ball. The Chestnut Street tree pits are 4' x 6'. The root ball size for a 3" caliper tree is 32" diameter. This provides sufficient space for the root ball and the specified planting soil mix surrounding the root ball.

4. PLANTER POTS



Precast concrete planter pots selected for the streetscape serve aesthetic purposes and provide a safer sidewalk area. The planter pots at the intersections provide visual separation between the sidewalk seating and gathering areas and the roadway. The planter pots are approximately 20" tall x 36" wide. This size allows motorist visibility over the planters and serves to guide pedestrians into the crosswalks. Aesthetically, the planter pots provide locations for seasonal rotations of annual plantings, providing variety to the streetscape and reinforcing a sense of place in downtown Winnetka. Planter pots were selected by the Streetscape Task Force. Village Council approved the streetscape design palette on June 19, 2018.

SUMMARY

Beyond the technical aspects of streetscape design and construction, it is worth noting that the Chestnut and Elm Street streetscapes are designed to grow with time. These streetscapes are young installations designed to meet modern day standards including:

- Bump outs that support additional seating and gathering spaces;
- Trees installed with structural soils to encourage healthier canopies;
- LED technology lighting that will conserve energy and will see reductions in brightness over time due to the loss light factor and the growth in the tree canopies;
- Site furnishings and planter pots selected to maximize pedestrian comfort.

Winnetka's downtown streetscapes serves more than just infrastructure replacement and utilitarian needs. The streetscapes integrate functional and aesthetic components designed to support a sense of community and placemaking in Downtown Winnetka, and signals that we are a community that will make the necessary investments to ensure our business districts will be successful

These investments, taken together, will make Winnetka more desirable for prospective businesses to locate in the community. Many times, businesses seeking a new location (in addition to economic factors, traffic counts and foot traffic) often look for updated public amenities including lighting, landscaping, furnishings, and areas for the public to gather.

APPENDIX A_

2008 COMMERCIAL DISTRICTS MASTER STREETScape AND WAYFINDING PLAN - AD-HOC COMMITTEE MEMBERS

- Ellen Abell (Chamber of Commerce)
- Ken Behles (Village Trustee)
- Tom Kerwin (Design Review Board)
- Mark Kurensky (Plan Commission)
- Roberta Rubin (BCDC Member- Business Owner, Chamber of Commerce)
- Heidi Sibert (Chamber of Commerce)
- Betty Skalski (BCDC Member - Business Owner, Chamber of Commerce)

2016 DOWNTOWN MASTER PLAN - PARTICIPANTS

Steering Committee	Working Groups	Working Groups (cont.)	Working Groups (cont.)
Meg Benson, Chair	<u>Property Owners</u>	<u>Community Organizations</u>	<u>Business Districts</u>
Tina Dalman	Bob Berger	Matt Bradley	Louie Alexoukis
Jim Gordon	Josh Braun	Laurie Cahill	Pat Berwanger
Gene Greable	David Hoffmann	Bethany Crocker	Wade Bundy
Steve Hudson	Kearby Kaiser	Patti Van Cleave	Dan Fields
Bill Krucks	Leslie Stevens	Terry Dason	Bill Hiscott
Ian Larkin	Glen Weaver	Erin Donaldson	Stephanie Hochschild
Scott Myers	Cliff Zimmerman	Amber Farashahi	Vickie Hofstetter
Jon Talty		Christy Fowler	Bill Leske
Gwen Trindl	<u>Developers / Real Estate</u>	Linda Furey	Patrick O'Neil
Bob Winter	Paul Dunn	Dorsey Gordon	Shermin Pelinski
	Tom Eilers	Harry Grace	Peg Swartchild
Village Council	Bob Horne	Mary Hastings	Paul Zurowski
<i>Past and Present</i>	Warren James	Matt Hulsizer	
E. Gene Greable, President	Steve Livaditis	Beth Kauffman	Project Consultants
Andrew Cripe, Trustee		Trish Kocanda	Teska Associates, Inc.
Carol Fessler, Past Trustee	<u>Design Character</u>	Greg Kurr	Michael Blue
William Krucks, Trustee	Gary Frank	Besty Landes	Erin Cigliano
Stuart McCrary, Trustee	Tom Kerwin	Dee Macey	The Goodman Williams Group
Scott Myers, Trustee	Paul Konstant	Gina Matthews	Linda Goodman
Marilyn Prodomos, Past Trustee	Penny Lanphier	Tim McCabe	Zach Lowe
Chris Rintz, Trustee	Peggy Stanley	Tracey McDowell	Aneesha Marwah
Kristin Ziv, Trustee	John Swierk	Alison McNally	Sam Schwartz Engineering
	<u>Residents At Large</u>	Greta O'Keef	Kelly Conolly
Village Staff	Richard Pierce	Laurie Petersen	Mark de la Vergne
Robert Bahan, Village Manager	Dan Streif	Paul Salley	
Michael D'Onofrio	Todd Helmick	Rose Selker	
Brian Norkus	Kristin Ziv	Ann Sharp	
Megan Pierce	Wes Baumann	Heather Smith	
Lori Weaver	Gil Fitzgerald	Greg Robitaille	
	Mike Nielsen	Kim Ronan	
		Rebecca Wolf	
		Linda Yonke	

2018 WINNETKA STREETScape AND SIGNAGE PLAN – AD-HOC COMMITTEE MEMBERS

- Jon P. Talty, Chair
- Meg Benson
- Steve Hudson
- Margaret Lamason
- Scott Myers, Village Trustee
- John Swierk, Village Trustee
- Bob Winter

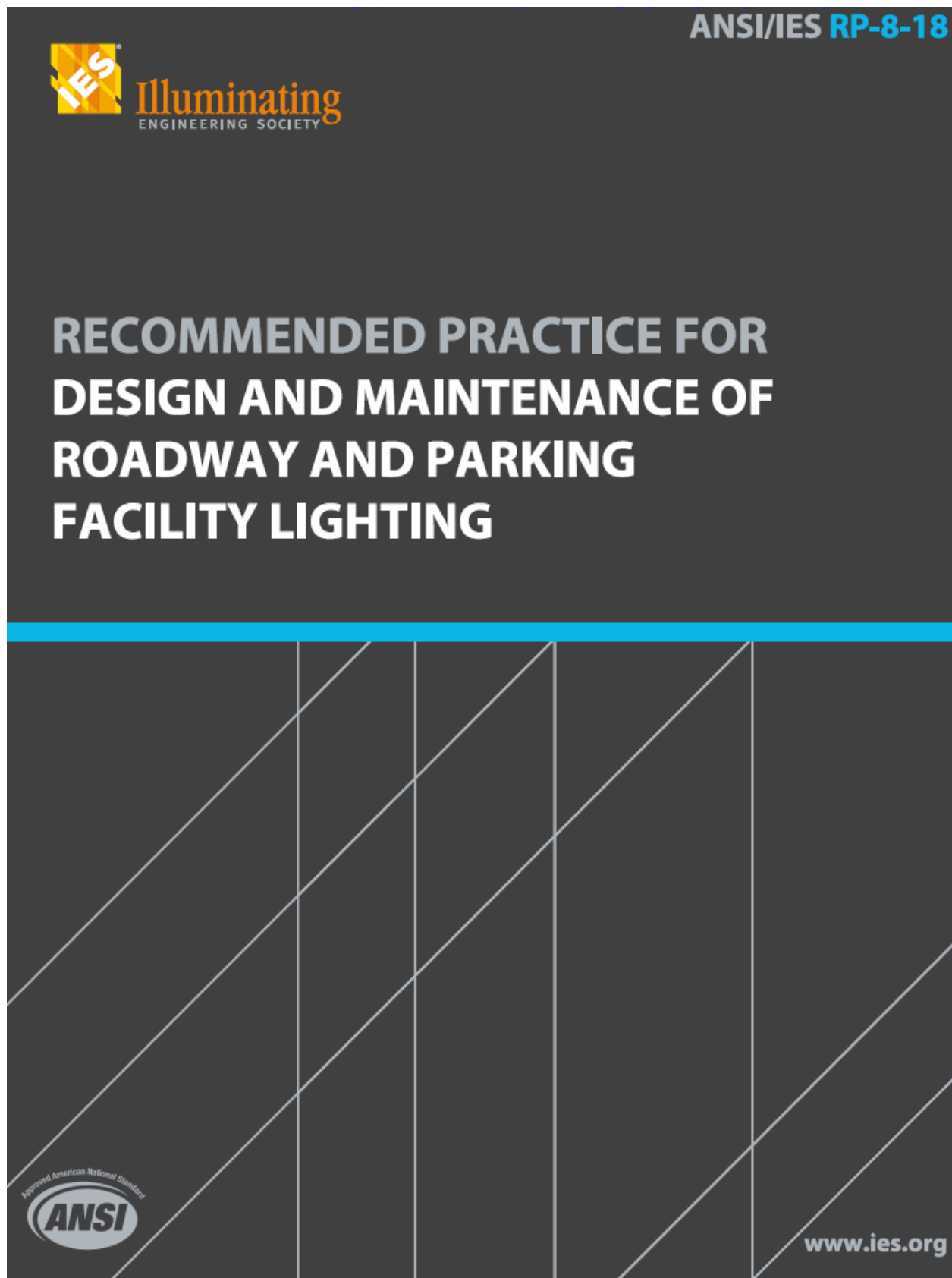




Figure 11-1. Typical highway lighting installations.
(Images courtesy of Paul Lutkevich, WSP)

obstacles, provide adequate visibility of pedestrians and cyclists, and assist in visual search tasks, both on and adjacent to the street.

11.3 Classifications And Definitions

The terms used in this document might be used and defined differently by other documents, zoning bylaws, building codes, and agencies. For lighting design purposes, the classification for an area or roadway should best fit the descriptions contained within this document and not those of other sources.

11.3.1 Street Classifications.

Major street: That part of the roadway system that serves as the principal network for through-traffic flow. These routes connect areas of principal traffic generation and important rural roadways entering and leaving the city. They are often known as *arterials*, *thoroughfares*, or *preferentials*. They are sometimes subdivided into primary and secondary; however, such

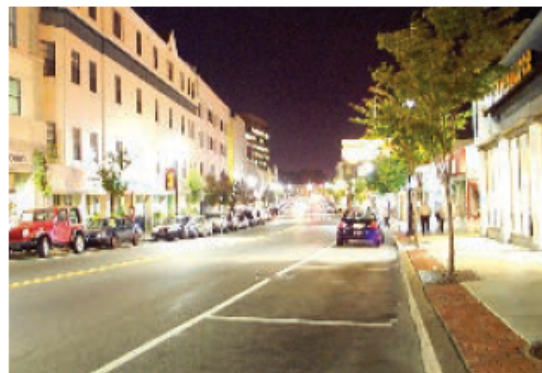


Figure 11-2. Typical street lighting installations. (Top image courtesy of Rick Kauffman; right image courtesy of Paul Lutkevich, Parsons Brinkerhoff)

distinctions are not necessary for the purposes street lighting. These routes primarily serve through-traffic and secondarily provide access to abutting property.

Collector street: A road servicing traffic between major and local streets. These are streets used mainly for traffic movements within residential, commercial, and industrial areas. They do not handle long, through trips. Collector streets may be used for truck or bus movements and give direct service to abutting properties.

Local street: Local streets are used primarily for direct access to residential, commercial, industrial, or other abutting property. They make up a large percentage of the total street system but carry a small proportion of vehicular traffic.

Alley: A narrow public way within a block, generally used for vehicular access to the rear of abutting properties.

Isolated traffic conflict area: A traffic conflict area is part of a road system where an increased potential exists for collisions between vehicles, between vehicles

and pedestrians, and/or between vehicles and fixed objects. Examples include intersections, crosswalks, and merge areas. When this type of area occurs on a roadway without a fixed lighting system (or separated from one by 20 seconds or more of driving time), it is considered an isolated traffic conflict area.

Median: The portion of a divided roadway physically separating the traveled ways for traffic in opposite directions.

11.3.2 Pavement Classifications. The calculation of either pavement luminance or Small Target Visibility (STV) requires information about the directional surface reflectance characteristics of the pavement. Studies have shown that most common pavements can be grouped into a limited number of standard road surfaces having specific reflectance characteristics. These data have been experimentally determined and presented in r-tables. (See **Section 3.1.5** for a description of the pavement classifications and **Section 3.3.1** for the r-tables.)

11.3.3 Pedestrian Activity Classifications. Pedestrian areas are classified according to the likely level of pedestrian activity, sometimes called *pedestrian volume*, during nighttime hours.

11.3.3.1 High Pedestrian Activity Areas. Commercial areas in urban environments can have high nighttime pedestrian activity. It is important to provide lighting systems that will increase the visibility of pedestrians. Since the visual environment is much more cluttered, and a high probability for detection of pedestrians is required, the use of both horizontal and vertical illuminances is recommended for design.

11.3.3.2 Medium Pedestrian Activity Areas. Intermediate areas have moderate nighttime pedestrian activities. These areas might typically be those near community facilities such as libraries and recreation centers. Safety for the pedestrian and providing guidance to primary travel ways are key elements in the design of a lighting system in these areas.

11.3.3.3 Low Pedestrian Activity Areas. The lighting system in residential areas can allow both driver and pedestrian to visually orient in the environment, detect obstacles, identify other pedestrians, read street signs, and recognize landmarks.

11.4 Design Considerations

11.4.1 Appearance and Scale. In areas with heavy pedestrian traffic, luminaire height and pole design should consider and respond to the human scale. This often results in the use of lower mounting heights for street lighting; for example, 3 to 6 meters (10 to 25 ft), instead of the more typical highway lighting pole heights of 10 to 15 meters (25 to 50 ft). In some cases, a combination of mounting height ranges is used to meet the needs of the pedestrian as well as the driver. Controlling glare and maximizing system efficiencies are difficult with lower mounting heights. Because of this and other reasons described in this Recommended Practice, the cost of the lighting system in these areas is typically greater than in areas of lower pedestrian use.

11.4.2 Visual Task. An effort should be made to completely understand the visual task in a given setting.¹ Too often, the designer thinks only in terms of the driving task. When designing for areas of congestion or significant interest, allowance needs to be made for the myriad tasks that may be present. On a street, these could include seeing pedestrians, dropping off passengers, viewing elements within the streetscape, dealing with traffic tie-ups, reading signs, and other driving tasks related to urban areas. Other users of the urban street right of way, such as pedestrians and bicyclists, will also require adequate lighting for their tasks (covered in **Section 16.1**). The recommendations included in this Recommended Practice are for typical situations. If the designer notes unusual situations when considering these items, reasonable engineering judgment should be applied when applying the recommendations in this document.

11.4.3 Integration with Non-lighting Elements. In urban areas, particularly in medium-to-high pedestrian usage areas, many elements might have to be integrated and coordinated with the lighting system. Some of these elements are noted in **Figure 11-3**. The locations of light poles need to be coordinated with the street furniture and landscaping. An assessment might be required of the impact that these objects will have on the performance of the lighting system. The designer and owner of the lighting system should look at the installation with all of the non-lighting elements and work to resolve conflicts.

ANSI/IES RP-8-18 Design and Maintenance of Roadway and Parking Facility Lighting

influence in the selection of the proper Street Classification.

- No off-road lighting shall be considered in determining a Street Classification, nor shall any off-road lighting contribution be used to achieve the minimum lighting requirements of a classification.
- Street lighting design shall be restricted as much as possible to the roadway area.
- However, it may be desirable to extend the lighting to adjacent areas such as:
 - Sidewalks, utilizing the proper maintained illuminance values for walkways (see **Section 16.1**)
 - Building verticals, for security
- This should be a predetermined agreement with the responsible local authorities.
- Off-road lighting installations shall take into consideration any adjacent streets so as not to create any safety issues for drivers.

11.7.2 Lighting Criteria. Street lighting is provided for roads where pedestrians and cyclists are present. These roads can range from major to local streets and require different lighting levels based on the expected pedestrian volumes. The design methodology also employs luminance as the design criterion for the

lighting system. The recommended values are in **Table 11-1**. Horizontal and vertical illuminances are used for pedestrian areas within the right of way (see **Tables 11-2, 11-3, and 11-4, Section 11.7.2.1**).

11.8 Design Calculations

Refinements in computer roadway lighting design software have changed the way a lighting design is undertaken. Today's computer hardware and software allow a designer to quickly run multiple calculations and refine lighting layouts. Variables can now be changed and a new calculation completed in a matter of minutes or seconds, allowing the designer to try numerous combinations in an efficient manner.

11.8.1 Recommended Calculation Methods. Three methods are typically available in computer software for those performing roadway lighting calculations. They are the luminance, illuminance, and STV design methods, as defined in **Chapter 3 – Calculations**. Most computer design software will make calculations and provide results using all three methods.

For street lighting, the recommended method of calculation is luminance. For cul-de-sacs, the recommended method of calculation is illuminance. The designer should make design decisions and adjust

Table 11-1. Lighting Design Criteria for Streets.

Street Classification	Pedestrian Activity Classification*	Average Luminance L_{avg} (cd/m ²)	Average Uniformity Ratio L_{avg}/L_{min}	Maximum Uniformity Ratio L_{max}/L_{min}	Maximum Veiling Luminance Ratio $L_{v,max}/L_{avg}$
Major	High	1.2	3.0	5.0	0.3
	Medium	0.9	3.0	5.0	0.3
	Low	0.6	3.5	6.0	0.3
Collector	High	0.8	3.0	5.0	0.4
	Medium	0.6	3.5	6.0	0.4
	Low	0.4	4.0	8.0	0.4
Local	High	0.6	6.0	10.0	0.4
	Medium	0.5	6.0	10.0	0.4
	Low	0.3	6.0	10.0	0.4

Table Notes:

* Pedestrian Activity Classifications are defined in Section 11.3.3.

L_{avg} : Maintained average pavement luminance

L_{min} : Minimum pavement luminance

$L_{v,max}$: Maximum veiling luminance

ANSI/IES RP-8-18 Design and Maintenance of Roadway and Parking Facility Lighting

Other considerations when applying these recommendations include:

- When a specifying authority sets a specific B-U-G rating for a particular highway or street's luminaires, this should not serve to compromise the design criteria as determined by the pedestrian classification.
- It may be desirable to extend the roadway lighting to cover adjacent walkways and bikeways, following the recommended maintained illuminance values for walkways. This should be a predetermined agreement with the responsible local authorities.
- Off-road lighting installations should take into consideration any adjacent highways or streets so as not to create any safety issues to drivers.

The lighting design criteria provided in **Tables 16-1** through **16-4** do not consider areas with increased crime and vandalism. IES G-1-16, *Security Lighting Guidelines for People, Property, and Critical Infrastructure*,³ offers excellent guidance for such areas. Definitions for pedestrian activity areas can be found in **Chapter 11, Section 11.3.3**. The recommended values include consideration of reflected light from the sidewalk surface, which can be a significant contributor. Semi-cylindrical illuminance may also be considered as a design metric. Additional information on this metric can be found in CIE 115:2010, *Lighting of Roads for Motor and Pedestrian Traffic*.⁴ The **References for Chapter 16**, found at the end of this chapter, give more background information on the design criteria.^{5,6,7,8}

16.1.4.1 Lighting for Areas with High Pedestrian Activity. **Table 16-1** includes recommended horizontal and vertical illuminances for high-activity pedestrian areas at night. Glare from the luminaires should be restricted by paying careful attention to luminaire mounting heights, light output, and photometric distribution.

16.1.4.2 Lighting for Areas with Medium Pedestrian Activity. **Table 16-2** includes recommended horizontal and vertical illuminance values for areas with a medium level of pedestrian activity during nighttime hours.

16.1.4.3 Lighting for Areas with Low Pedestrian Activity. **Table 16-3** includes recommended illuminance values for areas with low volumes of pedestrian activity at night.

Table 16-1. Recommended Values for High Pedestrian Activity Areas

Maintained Illuminance Values for Walkways/Bikeways			
	E_{avg} (lux/ft)	$E_{v,min}$ (lux/ft)	E_{avg}/E_{min}^*
Mixed Vehicle and Pedestrian	20/1.9	10/0.9	4.0
Pedestrian Only	10/0.9	5/0.5	4.0

Table Notes:

E_{avg} : Minimum maintained average horizontal illuminance at pavement

E_{min} : Minimum horizontal illuminance at pavement

$E_{v,min}$: Minimum vertical illuminance at 1.5m above the pavement in both directions and parallel to the main pedestrian flow.

Pedestrian Only areas apply to areas such as sidewalks.

* Horizontal only

Table 16-2. Recommended Values for Medium Pedestrian Activity Areas

Maintained Illuminance Values for Walkways/Bikeways			
	E_{avg} (lux/ft)	$E_{v,min}$ (lux/ft)	E_{avg}/E_{min}^*
Pedestrian Only	5/0.5	2/0.2	4.0

Table Notes:

E_{avg} : Minimum maintained average horizontal illuminance at pavement

E_{min} : Minimum horizontal illuminance at pavement

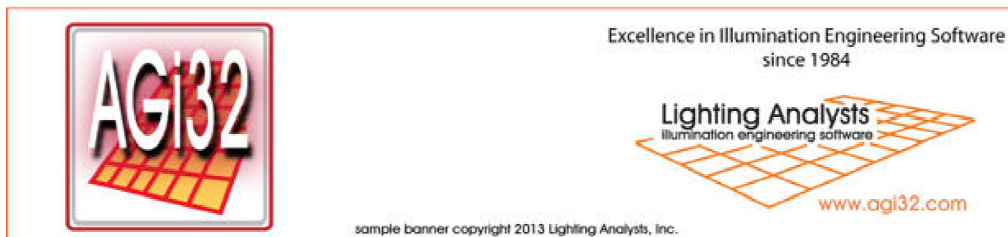
$E_{v,min}$: Minimum vertical illuminance at 1.5m above the pavement in both directions and parallel to the main pedestrian flow.

Pedestrian Only areas apply to areas such as sidewalks.

* Horizontal only

16.1.4.4 Pedestrian Underpasses. For underpasses, facial recognition and security considerations should be of primary concern because of the limited options for retreat from a hostile individual. In addition, luminaire mounting restrictions can create problems by causing obstructions or hazards to pedestrians as well as making glare from the luminaires more difficult to limit. Underpasses or pedestrian tunnels can also have daytime lighting needs. The recommendations for the pedestrian areas of an underpass are given in **Table 16-4**.

Note: E_v/min ratio not evaluated per IDOT D1 Guidelines



Roadway Optimizer - Layout 1

General:

Roadway Standard: IES RP-8-14
 R-Table: R3 (Slightly Specular), Q0=0.07 Actual Q0 Value: 0.07

Roadway Layout:

Layout Type: Two Rows, Opposite; 2R_OPP
 Roadway Width: 42 ft
 Lanes In Direction Of Travel: 4
 Driver's Side Of Roadway: Right

Luminaire Information:

MS805LED-3ARC45T3-MDL03-SV2

Description: MS805LED-3ARC45T3-MDL03-SV2
 File Name: MS805LED-3ARC45T3-MDL03-SV2.IES
 Lumens Per Lamp: N.A.
 Number Of Lamps: 1
 Total Lamp Lumens: N.A.
 Luminaire Lumens: 3594
 Luminaire Watts: 48.3
 Efficiency (%): N.A.
 S/P Ratio: 1.00
 Total Light Loss Factor: 0.660
 Luminaire Arrangement: SINGLE
 Arm Length: 0 ft
 Offset: 0 ft

Luminaire Location Summary:

Coordinates in ft

Spacing - Row 1: 55

Spacing - Row 2: 55

<u>Label</u>	<u>X-Coord</u>	<u>Y-Coord</u>	<u>Z-Coord</u>	<u>Orient</u>	<u>Tilt</u>	<u>Spin</u>
MS805LED-3ARC45T3-M...	275	-3.5	14	90	0	0
MS805LED-3ARC45T3-M...	-220	-3.5	14	90	0	0
MS805LED-3ARC45T3-M...	-165	-3.5	14	90	0	0
MS805LED-3ARC45T3-M...	-110	-3.5	14	90	0	0
MS805LED-3ARC45T3-M...	-55	-3.5	14	90	0	0
MS805LED-3ARC45T3-M...	0	-3.5	14	90	0	0
MS805LED-3ARC45T3-M...	55	-3.5	14	90	0	0

Roadway Optimizer - Layout 1 - Cont.

Luminaire Location Summary:

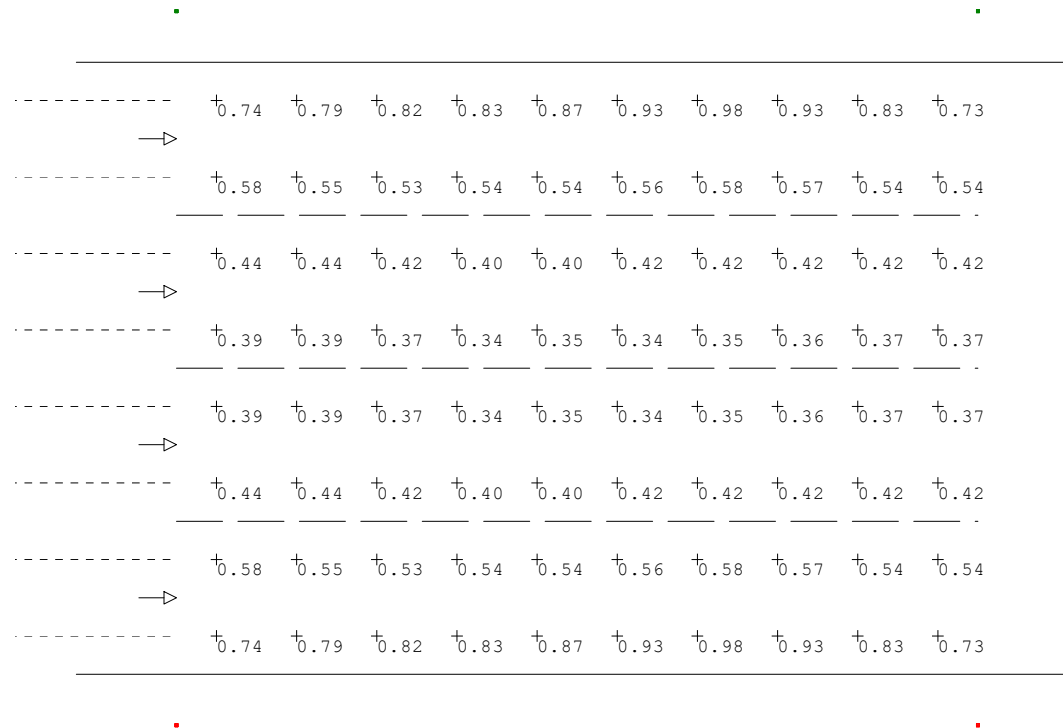
Coordinates in ft

MS805LED-3ARC45T3-M...	110	-3.5	14	90	0	0
MS805LED-3ARC45T3-M...	165	-3.5	14	90	0	0
MS805LED-3ARC45T3-M...	-275	-3.5	14	90	0	0
MS805LED-3ARC45T3-M...	220	-3.5	14	90	0	0
MS805LED-3ARC45T3-M...	275	45.5	14	270	0	0
MS805LED-3ARC45T3-M...	-220	45.5	14	270	0	0
MS805LED-3ARC45T3-M...	-165	45.5	14	270	0	0
MS805LED-3ARC45T3-M...	-110	45.5	14	270	0	0
MS805LED-3ARC45T3-M...	-55	45.5	14	270	0	0
MS805LED-3ARC45T3-M...	0	45.5	14	270	0	0
MS805LED-3ARC45T3-M...	55	45.5	14	270	0	0
MS805LED-3ARC45T3-M...	110	45.5	14	270	0	0
MS805LED-3ARC45T3-M...	165	45.5	14	270	0	0
MS805LED-3ARC45T3-M...	220	45.5	14	270	0	0
MS805LED-3ARC45T3-M...	-275	45.5	14	270	0	0

Total Number of locations: 22

Roadway Optimizer - Layout 1

RoadOpt_Luminance



Luminance (Cd/SqM)

Average = 0.55

Maximum = 0.98

Minimum = 0.34

Avg/Min Ratio = 1.62

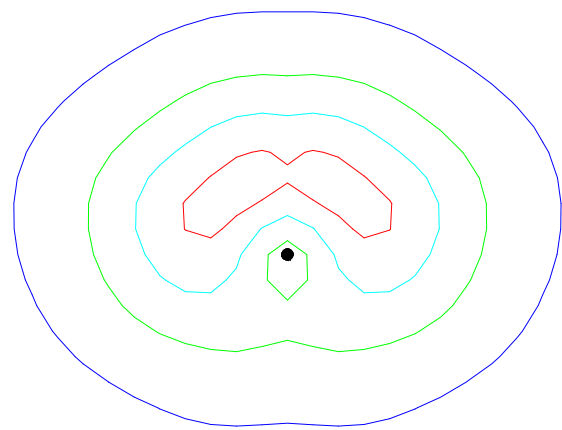
Max/Min Ratio = 2.88

Max/Avg Ratio = 1.78

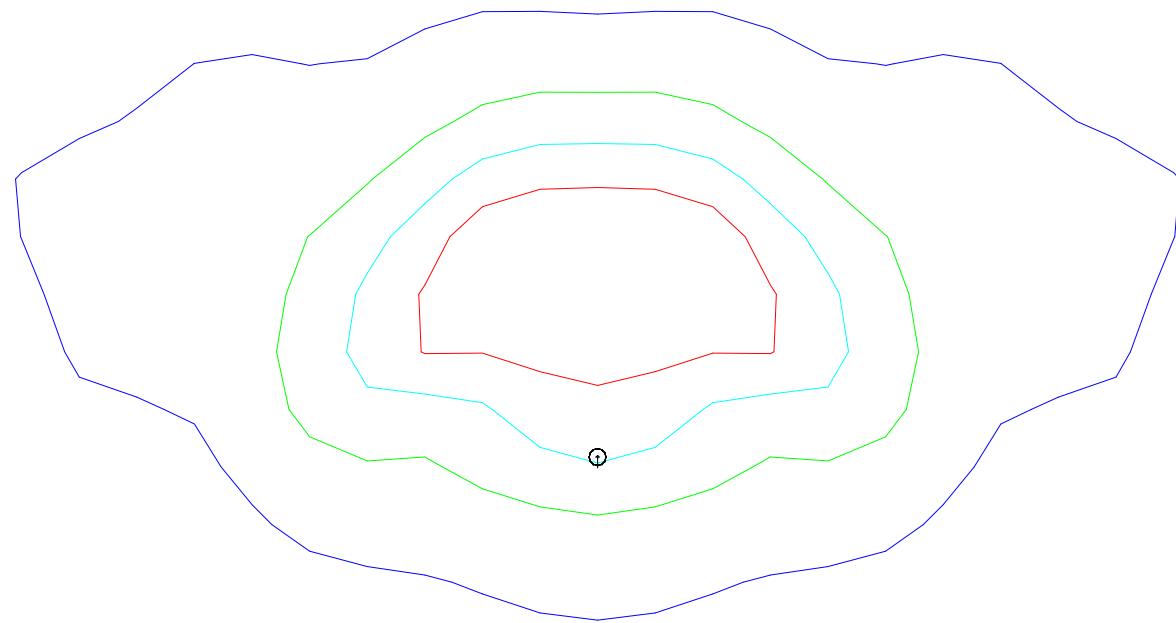
Luminaire Schedule			
Symbol	Label	LLF	Description
	Pedestrian Pole	0.660	Sternberg MS805LED-3ARC45T3-MDL03-SV2
	Roadway Pole	0.750	Kim CC25A (Winnetka Custom)

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
East Sidewalk	Illuminance	Fc	0.72	1.3	0.2	3.60
West Sidewalk	Illuminance	Fc	0.75	1.4	0.3	2.50

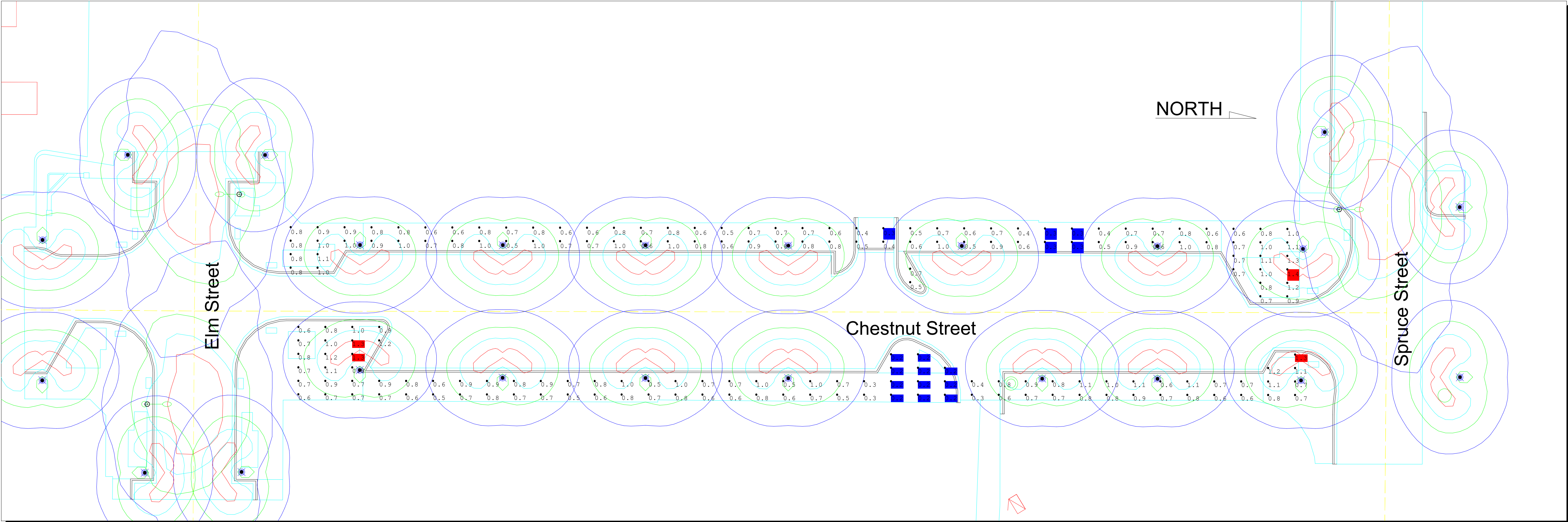
Target levels: 0.5-0.75 <4



Pedestrian Pole



Roadway Pole



#	Date	Comments
Revisions		

Drawn By: JMV	Checked By:	Date: 6/25/2020	Scale: 1" = 20'
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Chestnut St. Photometrics	Luminaire Isolines
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