

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
February 19, 2019
7:00 p.m.

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

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) March 5, 2019 Regular Meeting
 - b) March 12, 2019 Study Session
 - c) March 19, 2019 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
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10) New Business	
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11) Appointments	
12) Closed Session	
13) Adjournment	

NOTICE

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

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

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
February 5, 2019**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, February 5, 2019, at 7:00 p.m.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 p.m. Present: Trustees Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: Trustees Scott Myers and Anne Wedner. Also present: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Peter Friedman, Community Development Director David Schoon, Director of Water & Electric Brian Keys, Police Chief Marc Hornstein, and approximately 3 persons in the audience.
- 2) Pledge of Allegiance. Trustee Dearborn led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) February 12, 2019 Study Session. All of the Council members present except Trustee Swierk said they expect to attend.
 - b) February 19, 2019 Regular Meeting. All of the Council members present except Trustee Dearborn said they expect to attend.
 - c) March 5, 2019 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment.

Mr. Kaveh Mirani, owner of Mirani's at Home, 567B Lincoln Avenue. Mr. Mirani expressed concern about the disruption to the Lincoln Avenue business district during the Winnetka Music Festival. He explained that during the event in 2018 his business suffered, since his delivery drivers did not have access to his store. He asked the Council to find a way to avoid closing Lincoln Avenue during this year's festival.

President Rintz offered to arrange a meeting with the festival organizers and Mr. Mirani, in anticipation of working out a compromise.
- 5) Reports:
 - a) Trustees.
 - i) Trustees Lanphier and Cripe thanked Village staff for all their work on snow removal and water main breaks during the extreme cold snap.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. President Rintz commended the Public Works Department for its snow removal efforts in the commercial districts.

6) Approval of the Agenda. Trustee Swierk, seconded by Trustee Cripe, moved to approve the Agenda. By voice vote, the motion carried.

7) Consent Agenda

a) Village Council Minutes.

i) January 15, 2019 Regular Meeting.

b) Approval of Warrant List dated January 11 – 31, 2019 in the amount of \$1,175,529.28.

c) Resolution No. R-11-2019: Security for Construction on State Highways (Adoption).

d) Resolution No. R-13-2019: Parkway Tree Trimming, Removal, and Maintenance Contract (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 Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustees Myers and Wedner.

8) Ordinances and Resolutions.

a) Ordinance No. M-1-2019: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction/Adoption). Chief Hornstein explained that the majority of items in the disposal Ordinance are standard obsolete equipment. However, he wished to explain the proposed disposal of six Police Department firearms that are past their useful life. He noted that the weapons can only be sold to a licensed firearms dealer, and will not be purchased by a private citizen, as only another law enforcement agency is qualified to purchase the weapons.

There being no questions or comments from the audience or Council, Trustee Dearborn, seconded by Trustee Cripe, moved to waive introduction of Ordinance No. M-1-2019. By roll call vote, the motion carried. Ayes: Trustees Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustees Myers and Wedner.

Trustee Swierk, seconded by Trustee Cripe, moved to adopt Ordinance No. M-1-2019. By roll call vote, the motion carried. Ayes: Trustees Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustees Myers and Wedner.

b) Public Hearing: Rezoning of 1311 Scott Avenue.

i) Ordinance No. M-2-2019: 1311 Scott Avenue Annexation & Map Amendment (Introduction/Adoption).

President Rintz opened the public hearing at 7:21 p.m.

Mr. Schoon briefly reviewed this matter, which was thoroughly discussed at two previous Council meetings. The Council has also approved an intergovernmental agreement with Glencoe pertaining to “split lots.”

John Gurley, 1293 Scott. Mr. Gurley explained that he was in the original group of residents that disconnected from Glencoe in 2006; however, he still gets two tax bills, still has two PIN numbers for his property, and is still paying taxes for the Glencoe Park District. He urged the Council to do everything it can to get the situation straightened out.

Trustee Lanphier noted that each taxing district has to act separately to disconnect or annex the split lots on Scott Avenue.

Manager Bahan said the Village will ensure the plat consolidations for the lots have been filed, and will investigate the situation with the park districts.

Mr. Schoon explained that a letter sent to the Scott Avenue residents in 2006 informed them that each taxing body would have to be dealt with separately; this would account for the separate PIN numbers.

Mr. Gurley offered to pay any associated legal fees if the Village would take up the issue of the separate park district taxes and PINs.

President Rintz closed the public hearing at 7:33 p.m.

The Council discussed a resolution to the ongoing split lot problem, and Manager Bahan said Village staff will work on a resolution.

Trustee Lanphier, seconded by Trustee Cripe, moved to waive introduction of Ordinance No. M-2-2019. By roll call vote, the motion carried. Ayes: Trustees Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustees Myers and Wedner.

Trustee Cripe, seconded by Trustee Lanphier, moved to adopt Ordinance No. M-2-2019. By roll call vote, the motion carried. Ayes: Trustees Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustees Myers and Wedner.

- c) Resolution No. R-12-2019: Approving an Agreement with L. Marshall Inc. for Water Plant Roof Replacement (Adoption). Mr. Keys explained that the roof replacement is part of the 2019 Capital Plan and Budget. He recommended the low bidder to complete the project, as the Village has previous positive experience with the vendor, L. Marshall Inc.

There being no questions or comments from the audience or Council, Trustee Lanphier, seconded by Trustee Cripe, moved to adopt Resolution No. R-12-2019. By roll call vote, the motion carried. Ayes: Trustees Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustees Myers and Wedner.

9) Old Business. None.

10) New Business. None.

11) Appointments:

- a) Trustee Cripe, seconded by Trustee Swierk, moved to appoint Matt Bradley to a full term as Chair of the Zoning Board of Appeals, to replace Joni Johnson, whose term expired. By voice vote, the motion carried.
- b) Trustee Dearborn, seconded by Trustee Swierk, moved to appoint Matt Bradley to replace Joni Johnson as the Zoning Board of Appeals representative to the Plan Commission. By voice vote, the motion carried.
- c) Trustee Dearborn, seconded by Trustee Cripe, moved to appoint Joe Stuart to a full term on the Landmark Preservation Commission. By voice vote, the motion carried.

- d) Trustee Cripe, seconded by Trustee Lanphier, moved to re-appoint Chris Foley to another full term on the Environmental & Forestry Commission. By voice vote, the motion carried.
 - e) Trustee Lanphier, seconded by Trustee Cripe, moved to re-appoint Chris Foley as the Environmental & Forestry Commission representative to the Plan Commission. By voice vote, the motion carried.
- 12) Closed Session. Trustee Dearborn moved to adjourn into Closed Session to discuss Setting of the Price of Lease or Sale of Village Property and Probable or Imminent Litigation, pursuant to Sections 2c(6) and 2c(11) of the Illinois Open Meetings Act. Trustee Lanphier seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustees Myers and Wedner.
- President Rintz announced that the Council would not return to the open meeting after Executive Session. The Council adjourned into Executive Session at 7:42 p.m.
- 13) Adjournment. Trustee Lanphier, seconded by Trustee Dearborn, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:42 p.m.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated February 1-14, 2019

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 02/19/2019

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

The Warrant List dated February 1-14, 2019 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated February 1-14, 2019.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-14-2019: Agreement with Restore Works, Inc. for Electric Plant Wall (Adoption)

Presenter: Giovanni McLean - Assistant Director of Water & Electric

Agenda Date: 02/19/19

Consent: ☒ YES ☐ NO

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

Item History:

This building addition was constructed in 1959 and the roof area over the wall section was replaced in 2016. Due to the settling of the building and presence of water within the bricks, the climatic freeze/thaw has resulted in exposed tuck-pointing, damaged bricks and water infiltration into the area that houses the boiler controls.

Executive Summary:

As part of the approved 2019 Electric Fund Budget, funding in the amount of \$105,000 (account 500.41.27.615) was allocated for the exterior wall repair at the Electric Plant. The bid scope includes reconstruction of damaged bricks, tuck-pointing, installation of control joints and helical spiral ties to structurally secure the wall.

On December 17, 2018 a bid notice (RFB #018-030) was advertised in the Winnetka Talk and posted to the on-line bidding service Demand Star. Bids were opened on January 28, 2019, three (3) companies submitted bids for the replacement work.

The results are summarized as follows;

Restore Works	\$96,900.00
Ramirez Group	\$110,392.50
JLJ Contracting	\$188,220.00

All bidders were required to provide a contract bond and the successful bidder will be required to provide a performance bond. The contractor, RestoreWorks Inc, submitted the lowest total bid in the amount of \$96,900. The Village has previously utilized RestoreWorks Inc. on a wall restoration project at the Electric Plant in 2017. Based on our previous experience with RestoreWorks Inc, quality of work and commitment to deadlines, staff is recommending the awarding of the work to RestoreWorks Inc.

Executive Summary (continued):

The purchase order would be created in the amount not to exceed \$96,900.

Resolution No. R-14-2019, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Midwest Pressure Washing and Restoration, Inc., d/b/a Restore Works Masonry Restoration for the repair of the Electric Plant south-west corner wall.

Recommendation:

Consider adoption of Resolution No. R-14-2019 approving an agreement with RestoreWorks Inc. for repairs of the Electric Plant Southwest Corner Wall in an amount not to exceed \$96,900.

Attachments:

Resolution No. R-14-2019

Exhibit A: RFB-018-030 Contract for Restore Works for Electric Plant South- West Corner Wall Repair

RESOLUTION NO. R-14-2019

**A RESOLUTION APPROVING AN AGREEMENT WITH
MIDWEST PRESSURE WASHING AND RESTORATION, INC., D/B/A RESTORE
WORKS MASONRY RESTORATION, FOR
REPAIRS TO ELECTRIC PLANT EXTERIOR WALL**

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

WHEREAS, the south-west exterior wall of the Electric Plant is in need of repairs (**“Work”**), which Work includes the reconstruction of damaged bricks, tuck-pointing, and the installation of control joints and helical spiral ties to structurally secure the wall; and

WHEREAS, on January 28, 2019, the Village requested bids for the performance of the Work; and

WHEREAS, the Village received three bids, which were opened on January 28, 2019; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Midwest Pressure Washing and Restoration, Inc., d/b/a Restore Works Masonry Restoration, of Griffith, Indiana (**“Contractor”**) is the lowest responsible and responsive bidder for the procurement of the Work; and

WHEREAS, the Village desires to enter into an agreement with Contractor for the performance of the Work in an amount not to exceed \$96,900.00 (**“Agreement”**); and

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

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

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

February 19, 2019

R-14-2019

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

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

ADOPTED this 19th day of February, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

**VILLAGE OF WINNETKA
CONTRACT FOR THE
ELECTRIC PLANT SOUTH-WEST WALL REPAIR**

Contract Number: [*RFB #018-030*]

**VILLAGE OF WINNETKA
CONTRACT FOR THE
ELECTRIC PLANT SOUTH-WEST CORNER WALL REPAIR**

Contract Number: [*RFB #018-030*]

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Contractor's Certification

Attachment A:	Supplemental Schedule of Contract Terms
Attachment B:	Specifications
Attachment C:	Prevailing Wage Ordinance

**VILLAGE OF WINNETKA
CONTRACT FOR THE
ELECTRIC PLANT SOUTH-WEST CORNER WALL REPAIR**

Contract Number: [*RFB #018-030*]

In consideration of the mutual promises set forth below, the *Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093*, an Illinois municipal corporation ("*Owner*"), and [*name and address of successful bidder*], a [*form of organization*] ("*Contractor*"), make this Contract as of _____, 20____, (the "*Effective Date*") and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

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

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pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

B. Number and Format. Contractor must provide [*three*] complete sets for each Required Submittal. All Required Submittals, except Documents/Drawings, must be prepared on white 8-1/2" x 11".

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

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Documents/Drawings

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal

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working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

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

3.2 Warranty of Work

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

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

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

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction

by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

4.3 Indemnification

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

ARTICLE V: PAYMENT

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final

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

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

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

5.5 Liens

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

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

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

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

5.6 Deductions

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

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

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the

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right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, Documents/Drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

**ARTICLE VII: LEGAL RELATIONSHIPS
AND REQUIREMENTS**

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

with a copy to:
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Village Attorney, Winnetka

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

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

with a copy to:

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

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

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

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

7.12 Compliance with Patents

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

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

CONTRACT

7.16 Amendments

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

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

Village of Winnetka

By: _____

Name: _____

Title: _____

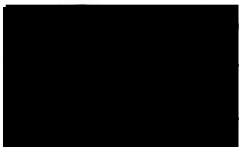
Attest:

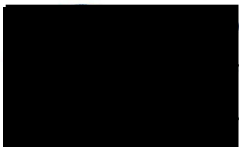
By: _____

Name: _____

Title: _____

[name of contractor] RestoreWorks Masonry Restoration

By:  _____

Name:  _____

Title: President

Attest:

By: Susan Zuidema

Name: Susan Zuidema

Title: Secretary

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS

CONTRACTOR'S CERTIFICATION

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

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

DATED: January 28, 2019.

[name of contractor] Restore Works Masonry Restoration

By: [REDACTED]

Name: Don Zuidema

Title: President

Attest:

By: [REDACTED]

Name: Susan Zuidema

Title: Secretary

Subscribed and Sworn to before me on January 28, 2019.

[REDACTED] 9/17/2023

(SEAL)



**VILLAGE OF WINNETKA
CONTRACT FOR THE
ELECTRIC PLANT SOUTH-WEST CORNER WALL REPAIR**

ATTACHMENT A

SPECIFICATIONS

1. INTRODUCTION

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary to the repair the south –west exterior corner of the Electric Plant building.

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

2. BACKGROUND (PROJECT DESCRIPTION AND SCOPE OF WORK)

The Electric Plant is located at 725 Tower Road in Winnetka. The building encompasses generating units, auxiliary components/equipment and offices. The south-west corner of the exterior wall show signs of deterioration do to extreme weather exposure. The Village has chosen to replace damage bricks, install control joint and stress anchor to

The scope of the work includes:

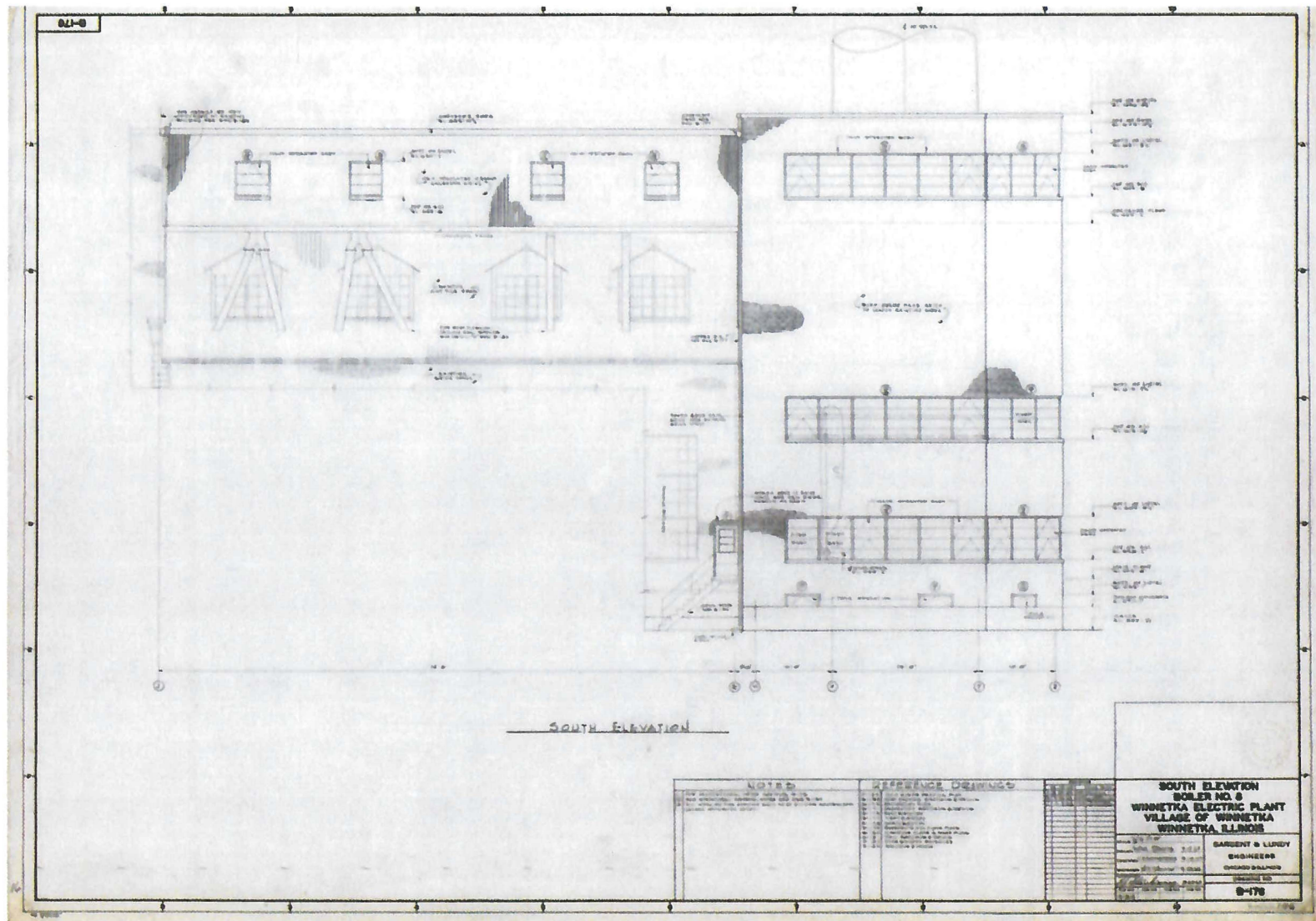
- a. Replace damaged (cracks, broken) bricks to be cut out and replaced with new face brick
 - i. All new bricks install shall be a consistent match with the existing bricks with respect to color, type and finish.
 - ii. Contractor shall match color of mortar for all applications..
- b. Install helical spiral masonry anchor ties, where applicable.
- c. Install control joints, where applicable.
- d. Tuck-pointing areas, where applicable.
- e. Maintain existing brick detail design above newly installed angle irons.
- f. Limestone sill joints beneath windows to be caulked.
- g. Deteriorated mortar joints within area to be ground out then tuck-pointed where necessary.
- h. Install sealant between joints of parapet wall coping block.
- i. While repair work is in progress, Contractor shall cover/protect area from the weather (i.e. rain)

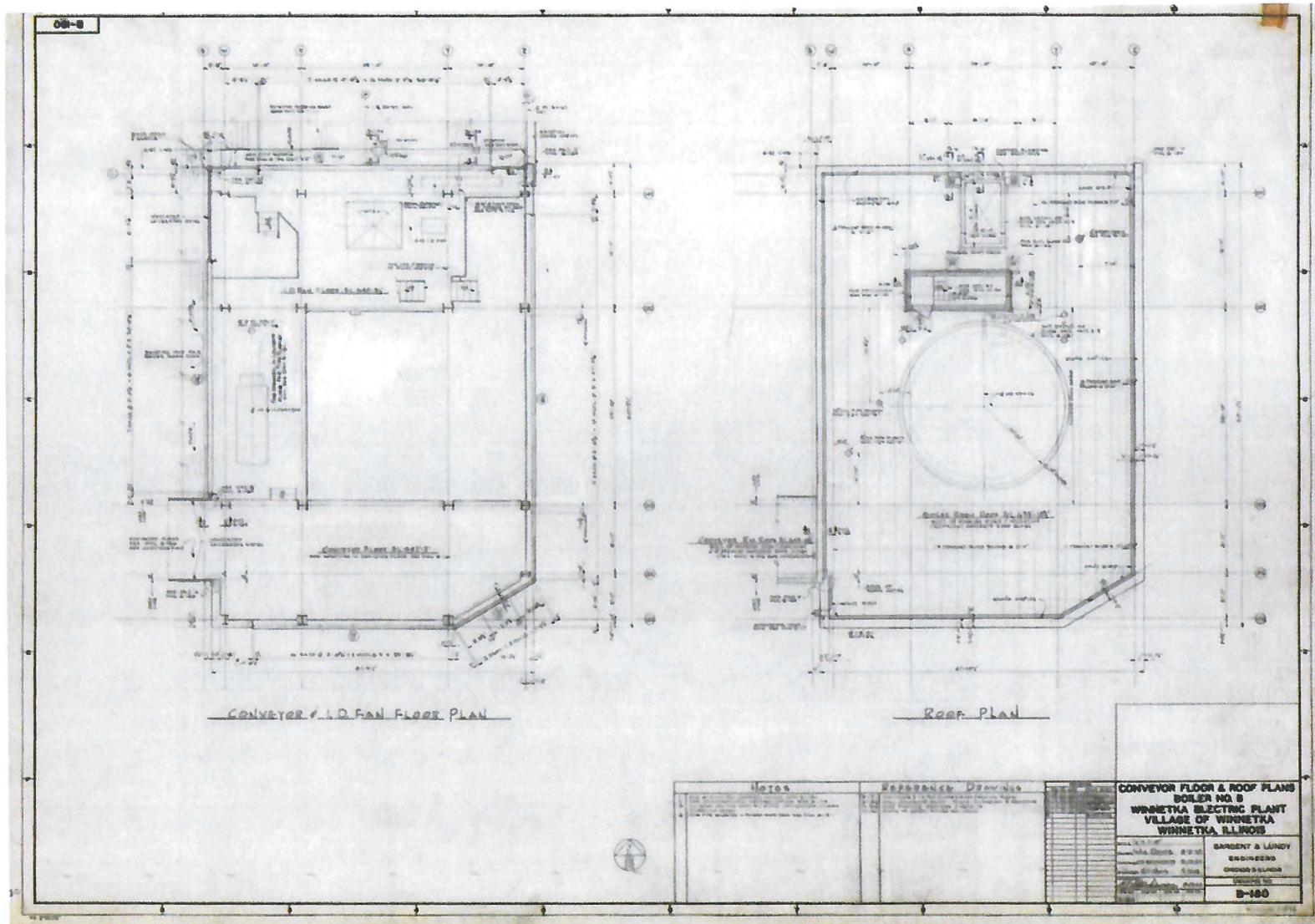
3. LOCATION:

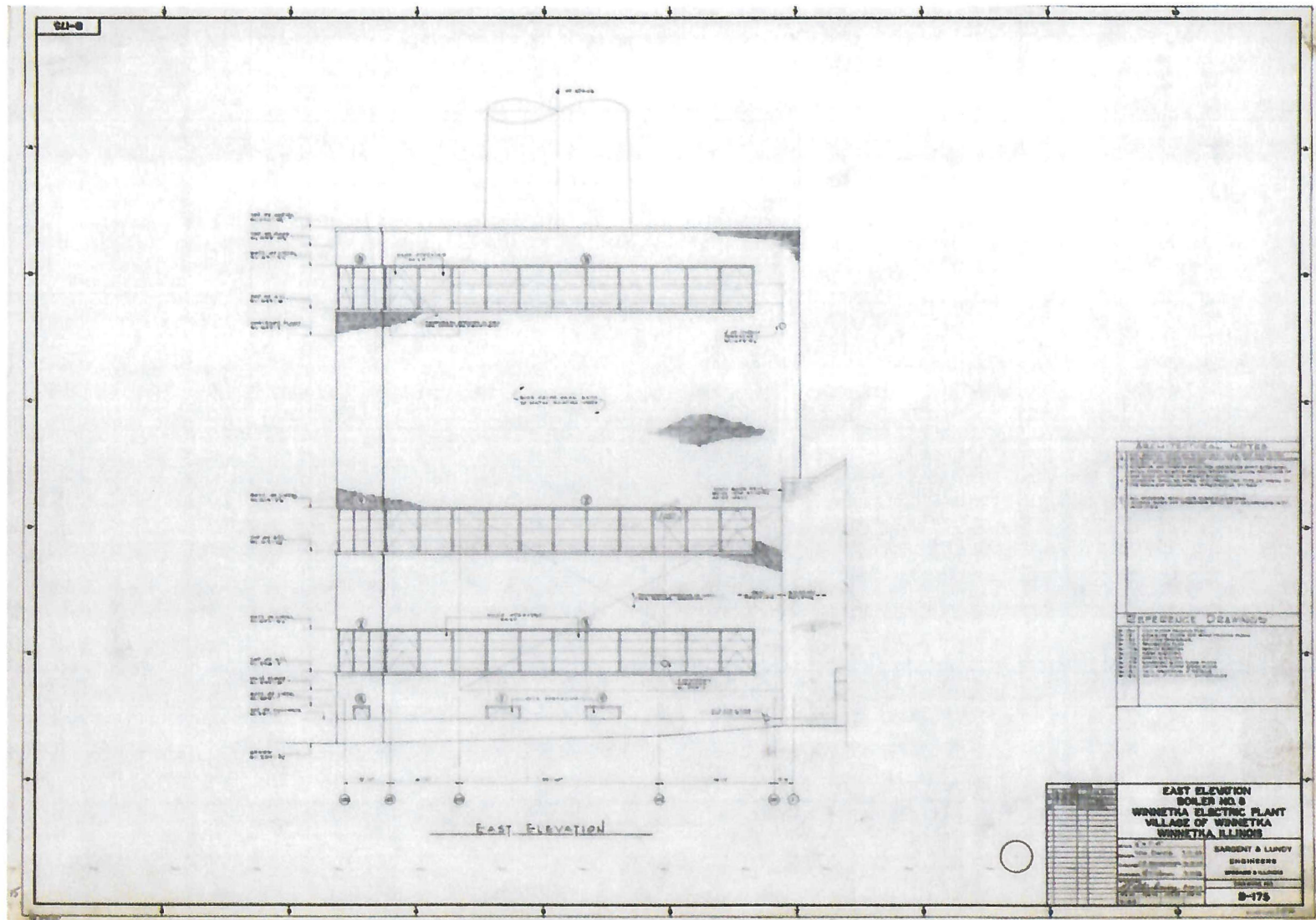
725 TOWER ROAD - WORK AREA
SOUTH-WEST CORNER, EXTERIOR WALL

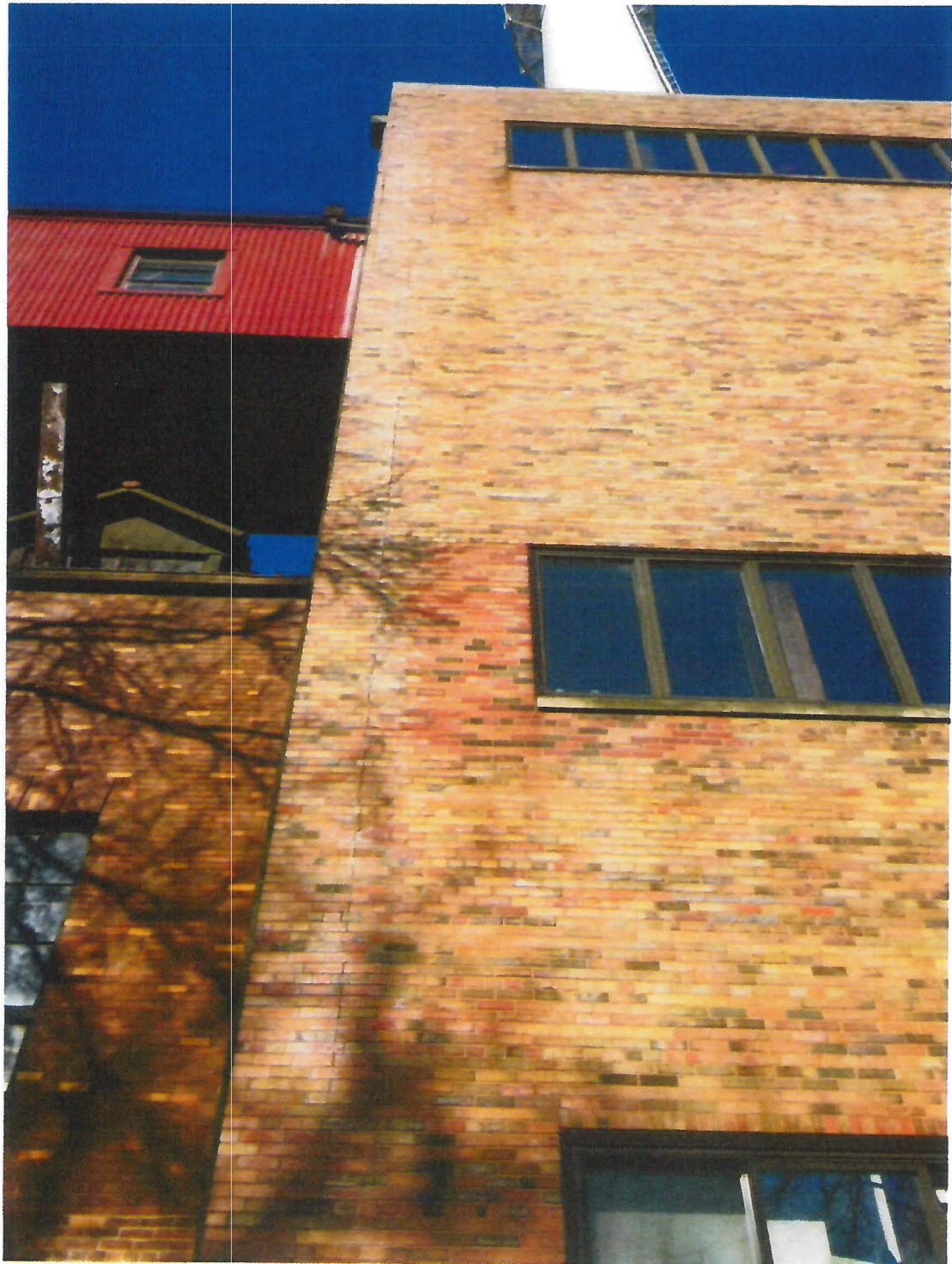
4. PICTURES





















5. Warranty:

Upon the Village's acceptance of the completed job, the Contractor and or manufacturer shall warrant all work performed for;

- Caulking a minimum of 3 year guarantee against peeling, delaminating or cracking.
- Solid Tuck-pointing a minimum of 3 years against cracking, chipping.
- Spot tuck-pointing a minimum of 1 year on mortar joints.
- Brick replacement a minimum of 5 years.
- Any defects in material or workmanship appearing during this period shall be corrected without cost to the Village.

6. Pre-Bid Inspection:

Prior to bid submittal, Contractors may schedule an on-site meeting to review site, by contacting Giovanni McLean at 847-716-3270 or James Olson at 847-716-3601.



Agenda Item Executive Summary

Title: Resolution No. R-15-2019: Landscape Maintenance Services Contract Renewal (Adoption)

Presenter: Steven M. Saunders, Director of Public Works

Agenda Date: 02/19/2019

Consent: ☒ YES ☐ NO

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

Item History:

On March 1, 2016, the Village Council awarded a contract for maintaining publicly-owned landscaped and turf areas to Anthony Scopelliti Landscaping Inc. This contract provided set pricing to maintain landscaping at various parking lots, building or commercial district landscape locations, islands, parkways and right-of-way locations.

Executive Summary:

The Village's initial three-year agreement with Anthony Scopelliti Landscaping Inc. expired at the end of the 2018 season. The original contract allows for an additional two-year renewal term. Anthony Scopelliti Landscaping Inc. provided a letter indicating interest in extending the terms of the contract while holding current pricing. This extension includes all of the previous landscape maintenance activities in addition to weed control services for each of the 18 designated landscape areas and application of fertilizer at the Public Works Yards.

This work consists of weekly mowing; litter pickup; cultivating; spraying; pruning; deadheading; mulching; edging; weed control; trimming of beds and around trees; and planting or relocating/splitting of perennials, from March 15 through November 20. This contract extension is for a period of two years with work expected to commence March 15, 2019 and terminate on November 20, 2020. After the 2020 season, staff is planning to rebid the contract again for a three-year initial term with two additional one-year renewals.

The FY 2019 budget includes \$125,000 in account 100.30.01-543 for landscape and parkway maintenance. Scopelliti Landscaping has proposed to perform this contract for an amount not to exceed \$116,280 for 2019. The contract also establishes hourly rates for additional maintenance activities should these services be required.

Recommendation:

Consider adoption of Resolution No. R-15-2019, awarding the 2019 Landscape Maintenance Services contract to Scopelliti Landscaping, Inc. for an estimated annual amount not to exceed \$116,280.

Attachments:

- Resolution No. R-15-2019
- Bid documents and specifications
- Landscape area overview map
- Bid tabulation

RESOLUTION NO. R-15-2019

**A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT
WITH ANTHONY SCOPELLITI LANDSCAPING INC.
FOR LANDSCAPING SERVICES**

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

WHEREAS, in 2016, the Village entered into an agreement ("**Agreement**") with Anthony Scopelliti Landscaping Inc. ("**Contractor**"), for the maintenance of landscaping at various Village parking lots, building or commercial district landscape locations, islands, parkways and right-of-way locations. ("**Work**"); and

WHEREAS, the Agreement provided that the Village may renew the Agreement with the Contractor for an additional two-year term for the same pricing; and

WHEREAS, the Village Council desires to renew the Agreement for an additional two-years ("**Renewal**") for the Contractor to continue to perform the Work; and

WHEREAS, the Village has appropriated sufficient funds for the procurement of the Work pursuant to the Renewal; and

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

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

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

SECTION 2: APPROVAL OF RENEWAL. The Village Council approves the Renewal of the Agreement for an additional two-year term pursuant to the terms of the Agreement.

SECTION 3: AUTHORIZATION TO EXECUTE RENEWAL AGREEMENT. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, and documents necessary to effectuate the Renewal pursuant to the terms of the Agreement.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 19th day of February, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000

General Email: nmostardo@winnetka.org

Fax: (847) 446-1139

Bid Documents

REQUEST FOR BIDS:	# 016-004	BID ISSUE DATE: 01-15-2016
BID DESCRIPTION:	VILLAGE LANDSCAPE MAINTENANCE SERVICES	
BID SUBMITTAL DATE:	02-17-2016	BID OPENING TIME: 10:00 am
SUBMIT 1 ORIGINAL PACKET PLUS 2 COPIES		

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME AT THE LOCATION INDICATED ON PAGE 2. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

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

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

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

Bids must be delivered and time stamped, prior to the public bid opening date and time, to:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, IL 60093
---	---

Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Financial Services Coordinator).			
BUYER:	Nicholas Mostardo	PHONE:	(847) 716-3504
EMAIL:	nmostardo@winnetka.org		

FULL NAME OF BIDDER	
BID CONTACT PERSON	
TELEPHONE NUMBER	

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

PLEASE NOTE: Our bid documents have changed; please review carefully.

VILLAGE OF WINNETKA, ILLINOIS

PROJECT INFORMATION

PROJECT NAME:	VILLAGE LANDSCAPE MAINTENANCE SERVICES
USER DEPARTMENT:	PUBLIC WORKS

EVENT:	LOCATION:	DATE:	TIME:
Mandatory Pre-Bid Meeting	Public Works Facility 1390 Willow Road Winnetka, IL 60093	2-4-16	10:00AM
Bidder's Submittal to Village; bids will be read allowed in a public forum.	WINNETKA VILLAGE HALL ATTN: FINANCIAL SERVICES COORD. 510 GREEN BAY ROAD	2-17-16	10:00AM

√	SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL BID PACKET
	2 COPIES OF BID PACKET
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	SIGNED AFFIDAVITS CONTAINED IN THIS PROPOSAL DOCUMENT

Description:

The Village of Winnetka is accepting sealed bids for the Village of Winnetka's Landscape Maintenance and Weed Control Services 2016-18. This program will consist of but is not limited to weekly mowing, litter pickup, cultivating, spraying, pruning, deadheading, mulching, edging, hand & herbicide weed control, trimming of beds and around trees, and planting or relocating/splitting of perennials from March 15th through November 20th. This program will also include the application (casting) of fertilizer at the Public Works Yards. The proposed contract would be for a period of thirty-six (36) months with an option to extend an additional two (2) years. This agreement is expected to commence March 15, 2016 and terminate on November 20, 2018.

Written questions regarding the substance of the bid or scope of services must be submitted via e-mail to nmostardo@winnetka.org no later than the Pre-Bid Specification Inquiry Deadline indicated above.

INSTRUCTIONS TO BIDDERS

- 1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Financial Services Coordinator at (847)716-3504 or nmostardo@winnetka.org for these documents.

Companies interested in doing business with the Village of Winnetka are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the Village of Winnetka.

The Village of Winnetka is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

- 2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the Village of Winnetka other than as a service that facilitates communication between the Village and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the Village. Communications to DemandStar.com do not constitute communications to the Village.

3) **BID REQUIREMENTS:**

All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Request for Bids (the RFB). Please make and retain a copy of your Response (Bid) for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form where indicated and have the signature notarized. **Unsigned bids will not be read.**

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

4) **ALTERNATE/EQUAL BIDS:**

The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The Village of Winnetka, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Financial Services Coordinator of the Village shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications and the Financial Services Coordinator's decision will be final and binding.

Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the Village.

The Village recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the Village. Alternates will be compared to the lowest responsive, responsible bid as specified.

5) **COMPETITION INTENDED:**

It is the Village's intent that this Request for Bids (RFB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFB to a single source.

VILLAGE OF WINNETKA, ILLINOIS

Such notification must be received by the Buyer not later than seven (7) days prior to the date set for bids to close.

6) DEVIATIONS:

The Village of Winnetka reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the Village to accommodate accepted deviations.

7) EXCEPTIONS:

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Request for Bids which is being excepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

8) EXAMINATION BY BIDDER:

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the Village, such information represents only the opinion of the Village of Winnetka as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The Village of Winnetka does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

9) ELECTRONIC TRANSMITTALS:

Facsimile and/or e-mail transmitted bids will not be accepted by the Village of Winnetka. In addition, the Village will not transmit facsimile bid specifications to the Bidder.

10) INTERPRETATION OF CONTRACT DOCUMENTS:

If a potential Bidder is uncertain as to the meaning of any part of the specifications or this RFB, the bidder is expected to contact the Financial Services Coordinator up to the deadline listed on the Project Information page for Exceptions to Bids.

11) PREPARATION OF BIDS:

The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the proposal pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the Village and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail. Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award.

VILLAGE OF WINNETKA, ILLINOIS

The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered. In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Financial Services Coordinator shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid. A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

12) SUBMISSION OF BIDS:

The Bidder shall be responsible for delivery of bids to the Financial Services Coordinator before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

You must allow sufficient time for processing through the Village's internal mailroom system.

13) MANDATORY PRE-BID MEETING:

The Bidder shall be required to attend a mandatory pre-bid meeting on **Thursday, February 4th, 2016 at 10:00AM to be held at the Village of Winnetka Public Works Building, located at: 1390 Willow Road, Winnetka, IL 60093.** This meeting is intended to answer questions related to the bid requirements, provide an overview of the Village's expectations, and have bidders participate in a question and answer session about questions they may have about the project.

14) PROPRIETARY INFORMATION:

Under the Illinois Freedom of Information Act, all records in the possession of the Village of Winnetka are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The Village will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception. The Village FOIA Officer is the final authority on judging proposed document redactions.

15) CONTRACT AWARD INFORMATION:

If the bidder wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification can be sent to the vendor receiving the award via mail or fax. Award status can be viewed at <http://www.villageofwinnetka.org/departments/finance/bid-and-proposal-opportunities/>.

END OF INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

1) ACCURACY DISCLAIMER:

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

2) ADDENDUM AND SUPPLEMENT TO REQUEST FOR BIDS (RFB):

If it becomes necessary or advisable to revise any part of this RFB or if additional data is necessary to enable the exact interpretation of provisions of this RFB, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the Internet at <http://www.villageofwinnetka.org/departments/finance/bid-and-proposal-opportunities/>. Adobe Acrobat Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

3) APPLICABLE CODES AND ORDINANCES:

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

4) CHANGES:

The Village of Winnetka reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between the Village of Winnetka and the successful bidder subject to approval by the Village of Winnetka corporate authorities, if applicable.

5) COMMENCEMENT OF WORK:

The successful bidder must not commence any billable work prior to the Village's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the bidder's risk.

6) COMMUNICATIONS:

In an effort to create a more competitive and unbiased procurement process, the Village of Winnetka desires to establish a single point of contact throughout the procurement process. From the issue date of this RFB, until a bid is awarded, all requests for clarification or additional information regarding this RFB, or contacts with the Village personnel concerning this RFB or the evaluation process must be solely to the contact person listed on the cover page of this RFB.

A violation of this provision is cause for the Village to reject the Bidder's submittal. If it is later discovered that a violation has occurred, the Village may reject any bid or terminate any contract awarded pursuant to this RFB. No contact regarding this document with other Village employees is permitted.

7) CONFIDENTIAL INFORMATION AND VILLAGE PROPERTY: It is agreed that any and all specifications, drawings, or data furnished by Village of Winnetka shall (1) remain the Village's sole and exclusive property; (2) be considered and treated by Contractor as the Village's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

8) CONTRACTOR PERFORMANCE: The Instructions, General Conditions, Special Conditions, Specifications and Scope of Work, and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the Village. Failure to comply with any statutory requirements shall be deemed a performance breach.

9) DISCIPLINE:

Nothing herein shall be construed to imply that the Village of Winnetka is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

10) DRUG FREE WORKPLACE:

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

11) ENDORSEMENTS:

Contractor shall not use the name, seal or images of the Village of Winnetka in any form of endorsement to any third-party without the Village's written permission.

12) F.O.B.:

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without the Village of Winnetka's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

13) FORCE MAJEURE:

The Village of Winnetka shall not hold Contractor liable for an extraordinary interruption of events or damage of Village property by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

14) HOLDING OF BIDS:

Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the Village's loss in re-bidding.

15) INDEMNITY:

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the Village and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the Village, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the Village's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The Village does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

16) LAW GOVERNING:

The RFB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

17) LIENS, CLAIMS, AND ENCUMBRANCES:

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

18) MSDS:

When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the Financial Services Coordinator or their designee.

19) MISCELLANEOUS REQUIREMENTS:

The Village will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

20) NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

21) PATENTS:

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the Village of Winnetka, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the Village of Winnetka whenever infringement will result from Contractor's adherence to specifications supplied by the Village or by an authorized Village representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the Village of Winnetka, its Officers, agents or employees therein.

22) PAYMENT:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The Village shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

23) PROTEST:

No protest shall be based on a matter or issue which could have been raised as a question prior to bid opening.

Any protest concerning the award of a contract shall be decided by the Finance Director. Protests shall be made in writing to the Finance Director and shall be filed within three (3) business days of final approval and acceptance of the bid by the Village Council. A protest is considered filed when received by the Finance Director. The written protest shall include the name and address of the protestor, the RFB number, a statement of the specific reasons for the protest and supporting exhibits. The Finance Director will respond to the written protest with a written determination as soon as practical. The Finance Director's decision relative to the protest shall be final.

Upon receipt of a protest the Village may, but is not required to, delay its order under the awarded contract.

24) RESERVATION OF RIGHTS:

The Village of Winnetka reserves the right to reject any or all Bids failing to meet the Village's specifications or requirements and to waive technicalities. If in the Village of Winnetka's opinion, the lowest Bid is not the most responsible, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the Village. In determining the lowest responsible bidder, the Village shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the Village and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Offeror's failure to meet the mandatory requirements of the RFB will result in the disqualification of the bid from further consideration.

The Village further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the Village's discretion and shall be made in the best interest of the Village.

25) SUBCONTRACTORS:

All subcontractors shall be identified on the form contained herein. Contractor shall require that the subcontractor comply with all Village financial requirements. The Village of Winnetka reserves the right to reject any or all subcontractors.

26) TAX:

The Village of Winnetka does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9998-1246-07. A copy of the exemption letter is available upon written request.

27) TERMINATION, CANCELLATION AND DAMAGES:

This contract may be terminated upon mutual agreement of both parties. The Village may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the Village's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective. If the Village terminates this Contract because of the Contractor's breach or default, the Village shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost to cover, incidental and consequential damages and the cost of re-proposing. The Village may offset these additional costs against any sums otherwise due to the Contractor under this proposal or any unrelated contract.

If the Village of Winnetka fails to appropriate funds to enable continued payment of multi-year contracts the Village may cancel the contract without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

28) TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the Village of Winnetka must be notified and approve same in writing.

29) BIDDER QUALIFICATIONS:

Vendor will provide a general history, description and status of their Company.

30) VENUE:

By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Second Judicial District in Cook County, Illinois and that Illinois law will control.

31) WARRANTY:

Complete warranty information detailing period and coverage must be submitted.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

1) PREMISE:

This agreement under which these contractual services are to be provided will be under the direct supervision of the Director of Public Works or authorized representatives. Any alterations or modifications of the work performed under this agreement shall be made only by written agreement between the Contractor and the Village and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

2) QUALIFICATIONS:

Qualified vendors must have at least five years' experience in the areas of mowing, litter pickup, cultivating, spraying, pruning, deadheading, edging, and trimming of beds and around trees. Vendors shall provide with its quote, a list of at least three commercial or municipal references. The references shall be of similar or larger size contracts and are current customers or have been customers in the last three years. The references shall include the name, address and telephone number of the customer and the contact person for each job.

3) CHANGES IN THE SCOPE OF THE CONTRACT:

The Village may, by written order, make changes in the general scope of the contract and in the specifications. The contractor will be given as much advance notice as is practical when, for example, a section or location of the town may added or deleted from the contract. If the changes so ordered cause an increase or decrease in the price of the contract an equitable adjustment will be made and the contract will be modified accordingly. The Village of Winnetka shall have the right at its discretion to increase or decrease the total quantities of the contract by +/- 10% without an cause of change in proposed rates.

4) LIQUIDATED DAMAGE CLAUSE:

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

5) TERMINATION OF CONTRACT:

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

6) SCOPE OF SERVICES:

The contractor shall become fully acquainted with the nature of the work, the areas at which work is to be accomplished, and the conditions affecting the cost and performance of the equipment necessary to complete the intent of landscape maintenance services in an acceptable manner in accordance with these specifications. The contractor shall be required to perform bed and plant maintenance including plant removals and plantings, watering, mulching, edging, hand & chemical weed control, fertilizers, mowing, plant and tree trimming, pruning, and wind-blown trash collection work at all the following locations presented in this bidding documents. Bidder shall refer to the detailed exhibits for all locations and assigned tasks (see attachment A and B).

7) WORK CREW SUPERVISION:

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

8) PROTECTION OF PUBLIC AND PRIVATE PROPERTY:

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

- a. Any practice obviously hazardous in the opinion of an authorized Village representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.
- b. The Contractor shall comply with all OSHA and other Federal and State safety standards including Employee Right to Know Programs.
- c. Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permission from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

9) LOCATION AND SCHEDULE OF WORK:

Work under the terms of these specifications will be conducted at the locations specified on the attached exhibits as well as the specific locations identified landscape maintenance services.

- a. The Contractor shall establish a general **schedule for the completion of the work** outlined by this contract. The schedule shall be submitted to the Director of Public Works at the commencement of the agreement and shall be updated at any time revisions in the schedule occur. The schedule shall include the general order and locations in which daily tasks will be accomplished.
- b. All landscape maintenance services to **begin March 15th** of the given contractual year. All landscape maintenance services **are to end November 20th** of the given contractual year.

10) MATERIALS AND EQUIPMENT:

- a. Village to furnish. In support of this agreement, the Village will supply the following at no cost to the Contractor:
 - i. Mulch/ Compost as required.
 - ii. Adequate trash receptacles for refuse disposal.
 - iii. A central point for refuse disposal.
 - iv. A designated outside location at the Public Works Facility, located at 1390 Willow Road, or appropriate to store equipment difficult to transport that will be used for the maintenance activities germane to the scope of this contract.
- b. Contractor to furnish. The Contractor shall provide at his sole expense all materials, equipment and supplies needed to complete the work with the exception of those items being provided by the Village as itemized in paragraph (10a) above. The items to be furnished by the Contractor shall include but not be limited to the following:
 - v. All equipment necessary to complete described landscape maintenance services, including but not limited to weekly mowing, weed control, litter pickup, cultivating, spraying, pruning, deadheading, mulching, edging, and trimming of beds and around trees.
 - vi. A listing of equipment and materials to be used. All materials and equipment shall be of industrial or commercial type and are to be approved by the Village prior to their use. The Contractor shall provide to the Village a list for approval of any materials or equipment prior to any items being stored at the Public Works Facility.
 - vii. A record of all Safety Data Sheets for those products and materials used or stored on Village property shall be maintained on-site at all times for public reference.
 - viii. All appropriate protective/safety equipment and clothing necessary for work crew members to perform tasks safely in compliance with federal and state regulations and product manufactures instructions.

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

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

12) CLEANING STANDARDS AND WORKMANSHIP:

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

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

13) TURF FERTILIZATION AND WEED CONTROL

- a. Fertilization and weed control activities are included in this Contract and will be handled on a case by case basis as directed. Fertilizer use will comply with the City's ban on phosphorus. Organic fertilizers are preferred. The Village of Winnetka has made a commitment to reduce or eliminate the use of chemical herbicides and pesticides. Accordingly no weed and feed products, pesticides or herbicides will be used on turf except for those classified by the United States Environmental Protection Agency as exempt materials under 40CRF 152.25, or those pesticides of a character not requiring FIFRA regulation. Weed management in turf areas should be accomplished by hand pulling, or spot treating with organic herbicides such as essential oil based, vinegar based or fatty acid products. Examples include, but are not limited to, Burnout and Phydura.
- b. The contractor will be required to provide a list of all licensed applicators to include a copy of issued license for each.

14) COMPLETION OF WORK

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

VILLAGE OF WINNETKA, ILLINOIS

- c. Meetings. The Foreman will meet with the Director of Public Works or his designee Operations on a bi-weekly basis, more frequently if necessary, to discuss schedules, problems, needs and mutual areas of concern. The Contractor shall establish a system whereby notice can be given by the Village to the Contractor indicating problems, complaints and other agreement discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests

15) WORKING HOURS:

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

16) SECURITY AND ACCESS:

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

17) CONTRACTOR ACCESS:

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

18) PERSONNEL REQUIREMENTS:

All employees assigned by the Contractor shall be fully capable, experienced, and trained in the work employed to perform. All employees assigned by the contractor shall comply fully with all State and Federal laws. They shall be physically able to do their work and be free from any communicable diseases. The Foreman shall be fluent in the English language and be authorized by the Contractor to accept and act upon all directives issued by the Director of Public Works or his designee. The Contractor is responsible and liable for any wrongful actions of his employees.

19) SPECIAL AND UNFORESEEN WORK:

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

END OF SPECIAL CONDITIONS

VILLAGE OF WINNETKA, ILLINOIS

BID #016-004 SPECIFICATIONS

GENERAL SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES

Areas: Various locations throughout the Village.

Dates: Landscape maintenance services are to begin March 15, 2016 and to be completed by November 20, 2016.

Term: Landscape maintenance services are for a term of 3 years with an optional renewal term of 2 additional years.

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

See Exhibit A for Landscape Area's Overview Map.

See Exhibit B for Individual Area Landscaping Map.

LANDSCAPE BID ITEM ACTIVITIES AND FREQUENCY:

Letter	Activity	Definition	Frequency
A	Mowing	Cutting down grass to an acceptable level in designated areas on a routine basis. Also includes weed whipping. Remove clippings as needed.	Weekly
B	Pruning	Cutting/lopping off undesirable twigs, branches, roots, etc. from existing trees, shrubs and plantings in Spring and Fall.	Weekly
C	Trimming	Cutting, clipping, pairing existing trees, shrubs and plantings. No blowers, hand sweeping only from June-September.	Weekly
D	Bed Maintenance	Maintenance of existing plant beds including edging, pruning, trimming, watering, weed control and deadheading. Edging shall include removal of grass from edges of beds as well as curbs, sidewalks, etc. otherwise missed by mowing. Also includes hilling of roses. Hilling shall include the construction of 1' high by 1' wide mounds of soil around the canes of the roses.	Weekly
E	Watering	Application of adequate water to trees, shrubs and plantings including beds.	Daily
F	Weed Control	Application of weed control spray in designated areas to eliminate existing and future unwanted weed growth.	Monthly
G	Trash Collection	Collection and disposal of refuse from existing trash containers in designated areas.	Weekly
H	Litter Pickup	Collection and disposal of miscellaneous refuse items throughout the designated area besides the existing trash containers.	Weekly
I	Mulching	Application, spreading and maintenance of mulch to designated areas. All plantings to be composted and chipped (depending on existing material in place) twice per season. Also includes islands.	Seasonally
J	Deadheading	Removal of dead flower heads from existing plants to encourage further blooming.	Seasonally

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K	Edging	Cleaning up edges of beds; see bed maintenance	Weekly
L	Plantings (Flowers)	Planting of previously selected flowers in designated areas including beds.	As Directed
M	Fertilizer Application	Application of fertilizer in designated areas including grass and beds April- September.	3X/year (Late Spring, Early Summer, Early Fall)
N	Drainage Maintenance	Mowing, trimming, brush removal and litter pickup in designated drainage areas and channels.	As Directed
O	Clean Up (Leaf Collection)	Spring cleanup of winter debris, etc. and fall cleanup of all leaves done as needed.	As Specified
P	Fence line/Guard Rail Trimming	Trimming of areas surrounding fence lines and guard rails	Annually

PRICING OPTION BID AMOUNTS

Area	Weekly Price
1	\$
2	\$
3	\$
4	\$
5	\$
6	\$
7	\$
8	\$
9	\$
10	\$
11	\$
12	\$
13	\$

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14	\$
15	\$
16	\$
17	\$
18	\$

HOURLY RATES FOR ADDITIONAL MAINTENANCE ACTIVITIES

Please note: The Village may request that a combination of maintenance activities listed below be performed congruently at additional work locations. It shall be understood that in this case a mutually agreed to hourly rate will be determined prior to commencement of work, and shall not be paid for as a combination of the individual hourly rates for each activity.

Maintenance Activity	Hourly Rate
Mowing	\$
Pruning	\$
Bed Maintenance	\$
Watering	\$
Weed Control (Spraying)	\$
Trash Collection	\$
Litter Pickup	\$
Mulching	\$
Trimming	\$
Cultivating	\$
Deadheading	\$
Edging	\$
Plantings (Flowers)	\$
Fertilizer Application	\$

1) TERMS:

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

END OF BID SPECIFICATIONS

VILLAGE OF WINNETKA, ILLINOIS

BID #016-004

BID FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	
Main Business Address	
City, State, Zip Code	
Telephone Number	
Fax Number	
Bid Contact Person	
Email Address	

TO: Village of Winnetka

The undersigned certifies that he is:

the Owner/Sole
Proprietor

a Member of the
Partnership

an Officer of the
Corporation

a Member of the
Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Financial Services Coordinator, Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

VILLAGE OF WINNETKA, ILLINOIS

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Further, the bidder certifies that he has provided equipment; supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the Village to verify references of business and credit at its option.

The undersigned, upon being first duly sworn, hereby certifies to the Village of Winnetka, Illinois, that all work under this bid shall comply with the Prevailing Wage Rate Act of the State of Illinois (820 ILCS 130/0.01, et set) and as amended by Public Acts 86-799 and 86-693, with rates to be paid in effect at time work is performed. Contractors shall submit certified records to the Village with requests for payment. Contractors shall be responsible for determining local rates throughout the duration of the project.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

TOTAL BID AMOUNT:

\$ _____
Total (in figures)

_____ Dollars and _____ Cents.
(Print or Type)

The Contractor agrees to provide the equipment, service and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X

(Signature and Title)

CORPORATE SEAL
(If available)

**BID MUST BE SIGNED AND NOTARIZED
FOR CONSIDERATION**

Subscribed and sworn to before me this _____ day of _____ AD, 20____

_____ My Commission Expires: _____
(Notary Public)

VILLAGE OF WINNETKA, ILLINOIS

BONDING AND INSURANCE REQUIREMENTS

The Village of Winnetka reserves the right to require reasonable bonding instruments to ensure performance of the awarded vendor. The bonding requirements for this project are listed below:

<u>Instrument Type</u>	<u>Conditions</u>	<u>Submittal</u>	<u>Required</u>
Bid/Proposal Security	Not less than 10% of the total bid amount. Security may be in the form of a bid bond, cashier's check, money order or bank draft.	With bid response.	NOT REQUIRED
Performance Bond	100% of the total contract award amount.	Within fourteen (14) days upon approval of award by corporate authorities.	REQUIRED
Warranty Bond	ONE (1) year warranty bond.	Within fourteen (14) days upon approval of award by corporate authorities.	NOT REQUIRED
Certificate of Insurance	Requirements listed on subsequent page.	Within fourteen (14) days upon approval of award by corporate authorities.	REQUIRED

INSTRUMENT DEFINITIONS

PROPOSAL SECURITY/BOND: The security will be returned when the contract is awarded to the successful Offeror. The successful Offeror's security may be held for a period not to exceed ninety (90) days, to allow the Village of Winnetka's measurement of Contractor performance. Failure to perform will result in security forfeiture as liquidated damages to cover the cost of Village of Winnetka's re-proposal costs.

PERFORMANCE BONDS & LABOR & MATERIALS BONDS: Performance Bonds will provided by the successful vendor in the amount of 100% of the contract price. Said bond shall be issued by a responsible surety listed in Best's Key Ratings Guide, and shall guarantee the prompt payment of all materials, labor, and protect and save harmless the Village of Winnetka from claims and damages of any kind caused by the performance of the contract. The contractor's bond shall also guarantee the faithful performance of the prevailing wage clause as provided by the contract. Failure to furnish said bonds will result in the forfeiture of the bid deposit as liquidated damages, not as a penalty.

WARRANTY BOND: The successful vendor must submit a warranty bond for the period indicated above that ensures that all warranty issues relating to the project herein will be addressed by the vendor during said period.

CERTIFICATE OF INSURANCE: The successful vendor should refer to the applicable amount listed and on the Insurance Graph. Said insurance companies must be listed in the Best's Key Ratings Guide.

INSURANCE REQUIREMENTS

Section 1 GENERAL

The Village of Winnetka requires certain types and amounts of insurance to be carried by those providing services to the Village. The insurance is to be arranged so as to protect the contractor or service provider and the Village from suits arising out of injury to employees, and bodily injury, personal injury or property damage to members of the public. General guidelines are provided in the attached Exhibit. Before beginning any work for the Village, proof of insurance must be furnished by the contractor or service provider. The same guidelines apply to any subcontractor you hire to perform work in conjunction with this contract.

All insurance provided must be with a company satisfactory to the Village of Winnetka. Generally, any company with a rating of less than A-, as issued by the latest edition of Best's Insurance Rating Guide, is unacceptable.

Section 2 WORKER'S COMPENSATION

All contractors or service providers shall furnish satisfactory proof that they have taken out, for the period covered by the work under this agreement, full worker's compensation insurance for all employees whom the contractor or service provider may employ in carrying out the work contemplated under this agreement. Should the work fall within the jurisdiction of the United States Longshoreman's and Harbor Workers Compensation Act and liability under the Admiralty and Railroad Employees Federal Liability Act, it is the contractor's responsibility to extend their coverage to provide and maintain full force coverage, under one or any of these acts, during the period covered by this agreement.

In addition, the contractor or service provider shall furnish to the Village, satisfactory proof that the insurance includes coverage for occupational diseases. Employer's liability should also be provided for both bodily injury and disease that may arise out of the employment of any persons involved under this agreement.

Section 3 GENERAL LIABILITY INSURANCE

General Liability Insurance shall be carried by all contractors or service providers on a comprehensive form and on an occurrence basis. Proof of such coverage shall be furnished to the Village. Such proof shall verify that the coverage includes contractual liability.

Section 4 AUTOMOBILE LIABILITY INSURANCE

The contractor or service provider shall purchase insurance to cover any liability arising out of the use of any vehicle.

Section 5 AMOUNT OF INSURANCE

The worker's compensation insurance covering injury to employees of a contractor or service provider, shall provide statutory coverage.

All other liability coverage shall provide a total limit of liability for this contract. In many cases, the limit of liability is \$5,000,000 combined for both bodily injury and property damage is required. In order to achieve this limit, several policies of insurance may be necessary and this is satisfactory to the Village provided proof of such coverage is provided to the Village.

Section 6 CERTIFICATES OF INSURANCE

Prior to beginning any work, the contractor or service provider is required to provide certificates of insurance verifying coverage. A standard certificate of insurance form is acceptable. The certificate shall verify that each policy shall bear an endorsement precluding cancellation or reduction of, or material change in coverage without first giving the Village of Winnetka 30 days prior notice in writing.

Nothing contained within the insurance requirements shall be construed as limiting the extent of the contractor or service providers' responsibility for payment of damages resulting from his operations under this agreement.

VILLAGE OF WINNETKA, ILLINOIS

Section 7 INDEMNITY

The contractor or service provider shall indemnify and hold harmless the Village, its agents, officials and employees against all injuries, deaths, claims, liabilities, costs and expenses, etc., which may accrue against the Village in consequence of the granting of this agreement.

The required insurance liability for the project outlined in the SPECIFICATIONS section is highlighted in yellow below. Absence of highlighting indicates no proof of insurance is required for this bid:

This table is intended as a general guide. In the event that the activities to be performed don't fall into one of the following categories, the Village may require more or less coverage than indicated below.	Total Limit of Liability (In Millions) Per Project	Worker's Compensation and Employers Liability	Comm'l General Liability	Comprehensive Form	Premises/Operations	Underground Explosion & Collapse	Produces/Completed Operations	Contractual	Independent Contractors	Broad Form Property Damage	Auto Liability	Any Auto	Garage Liability	Aircraft Liability
Auto Repairs	2	X	X	X			X	X	X		X	X	X	
Buildings – Construction, alteration (including roofing), repair and demolition	5	X	X	X		X	X	X	X	X	X	X		
Buildings – Maintenance & Repair (Plumbing, HVAC, electrical, etc.)	2	X	X	X		X	X	X	X	X	X	X		
Delivery and Messenger Services	2	X	X	X			X	X	X		X	X		
Guard Services	2	X	X	X			X	X	X		X	X		
Janitorial Services and Window Washing	2	X	X	X			X	X	X		X	X		
Landscaping – Lawn maintenance, gardening, etc.	2	X	X	X			X	X	X		X	X		
Maintenance & Repair of Office Machines	2	X	X	X			X	X	X	X				
Movie Making	5	X	X	X			X	X	X		X	X		
Permits – Use of Village facilities for meetings	2	X	X		X			X						
Road and Street Construction	5	X	X	X		X	X	X	X	X	X	X		
Rubbish Removal (Scavengers)	5	X	X	X			X	X	X		X	X		
Sewer & Water – Repair and Installation	5	X	X	X		X	X	X	X	X	X	X		
Sidewalk Construction	2	X	X	X		X	X	X	X		X	X		
Special Events – Fireworks, amusement rides, etc.	5	X	X	X			X	X	X		X	X		
Surveys – Aerial	5	X	X	X			X	X	X					X
Surveys – Ground	2	X	X	X			X	X	X		X	X		
Tree Removal, Installation, Trimming	5	X	X	X		X	X	X	X		X	X		
Uniform Supply	2	X	X	X			X	X	X		X	X		

VENDOR COMPLIANCE AFFIDAVIT

As a condition of entering into a contract with the Village of Winnetka, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned deposes and states that he has the authority to make any certifications required by this Affidavit on behalf of the bidder, and that all information contained in this Affidavit is true and correct in both substance and fact.

Section 1: BID RIGGING AND ROTATING

1. This bid is not made in the interest of, or on behalf of an undisclosed person, partnership, company, association, organization or corporation;
2. The bidder has not in any manner directly or indirectly sought by communication, consultation or agreement with anyone to fix the bid price of any bidder, or to fix any overhead profit or cost element of their bid price or that of any other bidder, or to secure any advantage against the Village of Winnetka or anyone interested in the proper contract;
3. This bid is genuine and not collusive or sham;
4. The prices, breakdowns of prices and all the contents quoted in this bid have not knowingly been disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to the bid opening;
5. All statements contained in this bid are true.
6. No attempt has been or will be made by the bidder to induce any other person or firm to submit a false or sham bid.
7. No attempt has been or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition;
8. The undersigned on behalf of the entity making this proposal or bid certifies the bidder is not barred from entering into this contract as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

Section 2: TAX COMPLIANCE

1. The undersigned on behalf of the entity making this proposal or bid certifies that neither the undersigned nor the entity is barred from contracting with the Village of Winnetka because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax;
2. The undersigned or the entity making this proposal or bid understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and in addition voids the contract and allows the municipality to recover all amounts paid to the entity under the contract in civil action.

Section 3: EQUAL EMPLOYMENT OPPORTUNITY

This EQUAL OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act, 775 ILCS 5/101 et seq.

In the event of the contractor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights, the contractor may be declared non-responsive and therefore ineligible for future contractor subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulations.

VILLAGE OF WINNETKA, ILLINOIS

During the performance of this contract, the contractor agrees:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contract's) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other such agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and contracting agency will recruit employees from other sources when to fulfill its obligation thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Departments Rules and Regulations for Public Contracts.
7. That it will include verbatim or by reference the provisions of this Equal Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 4: ILLINOIS DRUG FREE WORK PLACE ACT

The undersigned will publish a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or a use of a controlled substance is prohibited in the work place;
2. Specifying the actions that will be taken against employees for violating this provision;
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Winnetka, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction.

4. Establishing a drug free awareness program to inform employees about:

- i. The dangers of drug abuse in the work place;
- ii. The policy of maintaining a drug-free work place;
- iii. Any available drug counseling, rehabilitation or employee assistance programs;
- iv. The penalties that may be imposed upon an employee for drug violations.

5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Village of Winnetka, and shall post the statement in a prominent place in the work place.

6. The undersigned will notify the Village of Winnetka within ten (10) days of receiving notice of an employee's conviction.

7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.

8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place he shall:

- i. Take appropriate action against such employee up to and including termination;
- or
- ii. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health department, law enforcement, or other appropriate agency.

Section 5: SEXUAL HARASSMENT POLICY

The undersigned on behalf of the entity making this proposal or bid certifies that a written sexual harassment policy is in place pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A).

This Act has been amended to provide that every party to a public contract must have written sexual harassment policies that include, at a minimum, the following information:

- 1. The illegality of sexual harassment;
- 2. The definition of sexual harassment under State law;
- 3. A description of sexual harassment, utilizing examples;
- 4. The vendor's internal complaint process, including penalties;
- 5. The legal recourse, investigative and complaint process available through the Department of Human Rights, and the Human Rights Commission;
- 6. Directions on how to contact the Department and Commission;
- 7. Protection against retaliation as provided by 6-101 of the Act.

VILLAGE OF WINNETKA, ILLINOIS

Section 6: VENDOR INFORMATION

1. Is the bidder a publicly traded company? (Yes or No)

If the answer is yes, state the number of outstanding shares in each class of stock. Provide the name of the market or exchange on which the company's stock is traded.

2. Is the bidder 50% or more owned by a publicly traded company? (Yes or No)

If the answer to the above question is yes, name the publicly traded company or companies owning 50% or more of your stock, state the number of outstanding shares in each class of stock and provide the name of the market or exchange on which the stock of such company or companies is traded.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS PROPOSAL.

CONTRACTOR SIGNATURE: _____

NAME: _____ TITLE: _____
(Print or type)

Subscribed and sworn to me this _____ day of _____, 20____, A.D.

By: _____
(Notary Public)

-Seal-



Mr. Steve Saunders
Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093

Dear Mr. Saunders:

I would like to exercise the option to renew the Village landscape maintenance contract of 2016 – 2018 for an additional two years. As per the agreement signed in 2016, the rates for the 2019 and 2020 seasons will remain the same. Our employees will continue to provide the very best service, in which they take great pride.

Please feel free to call me at 847-446-3262 with any questions or concerns. I look forward to working with you again in the coming year.

Sincerely,

Tom Scopelliti
President
Anthony Scopelliti Landscaping

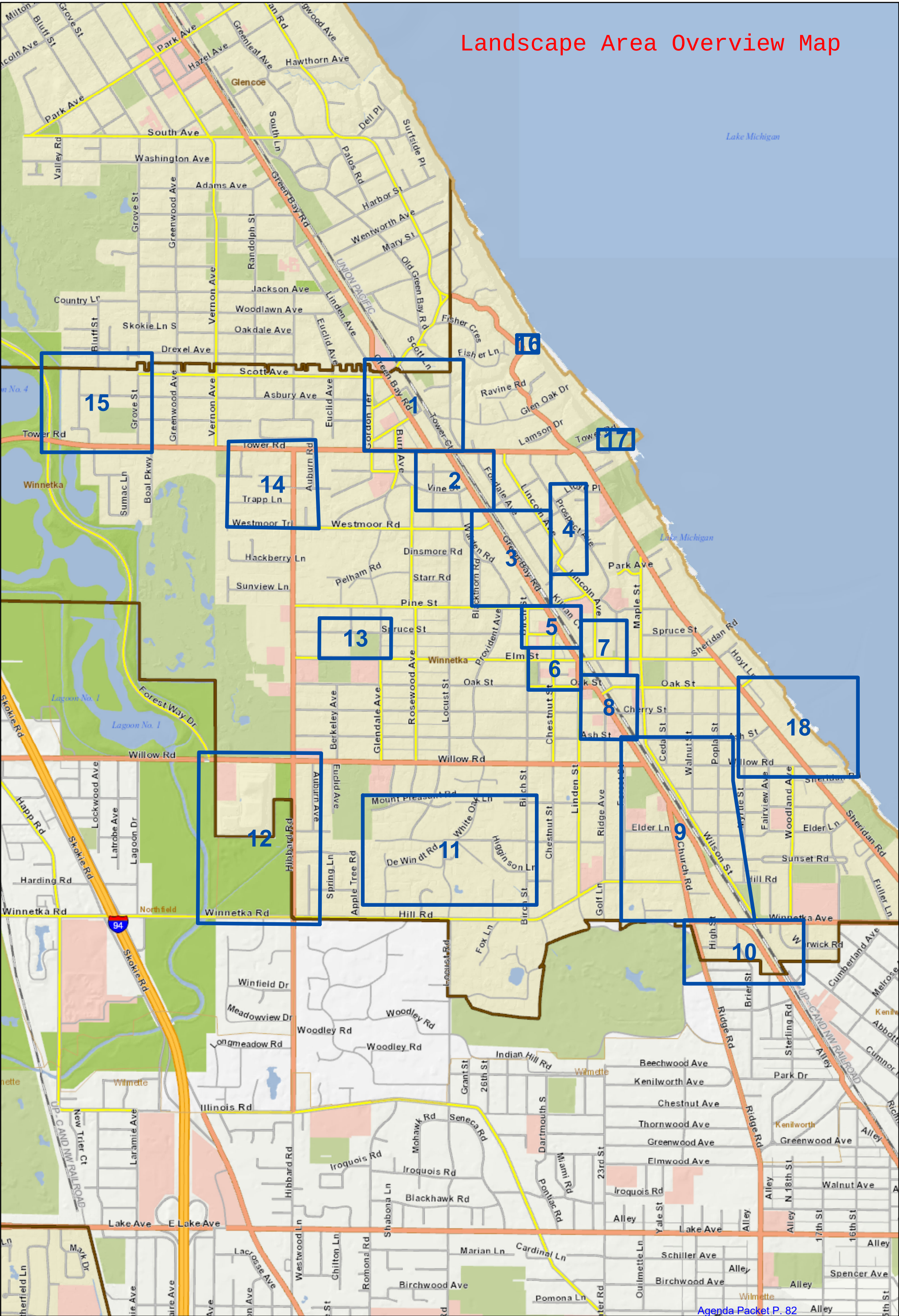


Landscaping Maintenance

Village of Winnetka



Landscape Area Overview Map



Bid Tabulation

2016 VILLAGE LANDSCAPE MAINTENANCE SERVICES

DATE: 2/17/2016

		CHRISTY WEBBER LANDSCAPES 2900 FERDINAND ST CHICAGO, IL 60612	ANTHONY SCOPELLITI LANDSCAPING P.O. BOX 68 WINNETKA, IL 60093	FLECK'S LANDSCAPING 210 INDUSTRIAL LN WHEELING, IL 60090	HERRERA LANDSCAPING 8836 LINCOLNWOOD DR EVANSTON, IL 60203	A. GONZALEZ INC. 35040 N. WILSON RD INGLESIDE, IL 60041
ITEM	UNIT	PRICE	PRICE	PRICE	PRICE	PRICE
AREA 1	WEEKLY	\$4,161.00	\$200.00	\$385.00	\$212.65	\$214.65
AREA 2	WEEKLY	\$4,161.00	\$150.00	\$159.00	\$85.06	\$214.65
AREA 3	WEEKLY	\$4,161.00	\$68.00	\$197.00	\$170.12	\$214.65
AREA 4	WEEKLY	\$4,161.00	\$50.00	\$24.00	\$42.53	\$143.10
AREA 5	WEEKLY	\$4,161.00	\$259.00	\$167.00	\$637.95	\$286.20
AREA 6	WEEKLY	\$4,161.00	\$290.00	\$294.00	\$850.60	\$357.75
AREA 7	WEEKLY	\$4,161.00	\$120.00	\$250.00	\$297.71	\$214.65
AREA 8	WEEKLY	\$4,161.00	\$320.00	\$540.00	\$637.95	\$429.30
AREA 9	WEEKLY	\$4,161.00	\$545.00	\$663.00	\$297.71	\$572.40
AREA 10	WEEKLY	\$4,161.00	\$100.00	\$240.00	\$170.12	\$286.20
AREA 11	WEEKLY	\$4,161.00	\$13.00	\$120.00	\$21.27	\$71.55
AREA 12	WEEKLY	\$4,161.00	\$800.00	\$1,303.00	\$425.30	\$1,073.25
AREA 13	WEEKLY	\$4,161.00	\$25.00	\$16.00	\$85.06	\$71.55
AREA 14	WEEKLY	\$4,161.00	\$50.00	\$61.00	\$42.53	\$143.10
AREA 15	WEEKLY	\$4,161.00	\$95.00	\$212.00	\$85.06	\$143.10
AREA 16	WEEKLY	\$4,161.00	\$10.00	\$143.00	\$42.53	\$71.55
AREA 17	WEEKLY	\$4,161.00	\$103.00	\$216.00	\$127.59	\$214.65
AREA 18	WEEKLY	\$4,161.00	\$32.00	\$126.00	\$21.27	\$71.55
TOTAL WEEKLY AMOUNT		\$4,161 (a)	\$3,230.00	\$5,116.00	\$4,253.01	\$4,793.85
TOTAL BID AMOUNT	AS CALCULATED (As calculated assumes a 36 week contract period)	\$149,796.00	\$116,280.00	\$184,176.00	\$153,108.36	\$172,578.60
	AS READ	\$149,796.00	\$3,230/week (b)	\$163,712.00 (c)	\$408,288.96 (d)	\$167,784.75 (e)
ADDITIONAL HOURLY ACTIVITIES						
MOWING	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$71.55
PRUNING	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$112.50
BED MAINTENANCE	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$112.50
WATERING	HOURLY	\$35.00	\$24.00	\$45.00	\$38.70	\$148.75
WEED CONTROL (SPRAYING)	HOURLY	\$35.00	\$24 + material	\$55.00	\$25.80	\$149.70
TRASH COLLECTION	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$23.85
LITTER PICKUP	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$47.70
MULCHING	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$71.55
TRIMMING	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$112.50
CULTIVATING	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$112.50
DEADHEADING	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$71.55
EDGING	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$112.50
PLANTINGS (FLOWERS)	HOURLY	\$49.50	\$24 + material	\$35.00	\$25.80	\$71.55
FERTILIZER APPLICATION	HOURLY	\$50.00	\$24 + material	\$35.00	\$67.80	\$66.50

(a) Christy Webber provided a weekly lump sum for all landscape areas of \$4,161.

(b) Anthony Scopelliti provided a total bid amount as a weekly amount. Staff multiplied \$3,230 by 36 weeks to get \$116,280.

(c) Fleck's provided a total bid amount of \$163,712. Staff calculated an annual amount of \$184,176 based on their weekly amount of \$5,116 for 36 weeks.

(d) Herrera Landscaping provided a 3-year total as their total bid amount of \$408,288.96. Staff calculated the annual amount by multiplying \$4,253 by 36 weeks.

(e) A. Gonzalez Inc. provided a total bid amount of \$167,784.75. Staff calculated an annual amount of \$172,578.60 based on their weekly amount of \$4,793.85.



Agenda Item Executive Summary

Title: Resolution No. R-16-2019: Authorizing Change Order for Stormwater Engineering Services (Adoption)

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

Agenda Date: 02/19/19

Consent: ☒ YES ☐ NO

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

Item History:

Resolution No. R-55-2017: Approving a Memorandum of Mutual Understanding (MOU) with the Forest Preserve District of Cook County (FPCC) to set forth and fix key parameters of a stormwater storage project on FPCC property in significant detail.

Resolution No. R-63-2017: Authorizing Strand Associates to provide preliminary engineering design, drawings, and services for Phase 1 and Phase 2 aspects of the Stormwater Management Vision for Western and Southwestern Winnetka, for a fee not to exceed \$107,800.

Executive Summary:

On August 1, 2017, the Village Council adopted Resolution No. R-55-2017, approving a Memorandum of Mutual Understanding (MOU) with the Forest Preserve District of Cook County (FPCC) to set forth key parameters of a stormwater storage project on FPCC property in significant detail. This provides conceptual agreement for the project, which allows the Village to proceed with engineering without a significant risk of the project ultimately being rejected by the County. The Council also authorized Village staff to obtain a proposal from Strand Associates for engineering services related to the storage and detention components of the stormwater management plan.

On September 5, 2017, the Village Council adopted Resolution No. R-63-2017, authorizing Strand Associates to provide preliminary engineering design, drawings, and services for Phase 1 and Phase 2 aspects of the Stormwater Management Vision for Western and Southwestern Winnetka, for a fee not to exceed \$107,800. This contract originally provided for preparing necessary preliminary designs and details to commence negotiations for stormwater storage under portions of Duke Childs Field, the Skokie Playfield, and the Crow Island Park property.

Strand Associates commenced their work, developing and refining the preliminary concepts contained in the Village's Stormwater Vision, and preparing preliminary plans and exhibits to be used for discussions with the Winnetka Park District, School District, and New Trier High School District. Initial meetings with these groups took place in early 2018. In the ensuing year, Strand and the Village have worked closely and collaboratively with the Park District, School District and High School District to work and rework the preliminary concepts in a manner that meets the Village's flood protection goals, while also attempting to maximize benefits to our governmental partners. Strand's work has also attempted to minimize disruptive impacts to these facilities, while maintaining the project budget.

Executive Summary (continued):

These competing objectives have resulted in a number of complex and iterative scenarios that have required additional effort and expense beyond Strand's original scope. Strand's original contract anticipated the negotiation effort to be complete in April, 2018. While much progress has been made, negotiations with the Village's governmental partners are still ongoing, and as a result Strand Associates has performed services beyond their original contract.

The Village's purchasing policies allow the Village Manager to approve changes to contracts that have been awarded by the Village Council, up to a maximum change of 25% of the original contract value, or \$25,000, whichever is less. Changes beyond this limit require approval of the Village Council. The Village Manager has previously approved two amendments to the September, 2017 contract. These two amendments, which authorized necessary work for Strand to continue to support the Village's ongoing negotiations, totaled \$24,995, increasing the scope of Strand's contract to \$132,795.

In order to complete the negotiations, the Village needs additional services from Strand to perform further stormwater modeling, concept plans and drawings, and cost estimates for stormwater storage and conveyance options at the Winnetka Park District golf courses and Duke Childs Field. A detailed estimate of the additional work needed is shown in the attached Amendment #3, which would authorize an additional \$28,800 for the work, increasing the total contract to \$161,595.

Resolution R-16-2019 authorizes Strand's Amendment #3 to perform additional stormwater modeling, concept plans and drawings, and cost estimates for stormwater storage and conveyance options in support of the Village's efforts to finalize stormwater relief using existing open spaces in southwestern Winnetka.

Recommendation:

Consider adopting Resolution No. R-16-2019 Approving a Change order with Strand Associates for Stormwater Engineering Services

Attachments:

Resolution R-16-2019
Strand Associates Amendment #3

RESOLUTION NO. R-16-2019

A RESOLUTION APPROVING A CHANGE ORDER TO AN AGREEMENT WITH STRAND ASSOCIATES, INC., FOR PRELIMINARY ENGINEERING SERVICES FOR THE STORMWATER MANAGEMENT WETLANDS PROJECT

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

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

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

WHEREAS, Forest Preserve District of Cook County ("**FPDCC**") is the owner of the 49-acre parcel located at the northwest corner of Hibbard Road and Winnetka Avenue in unincorporated Cook County, Illinois ("**FPDCC Property**"); and

WHEREAS, after several large-scale, 100-year flooding events occurred in a period of only a few years, leading to significant overland and basement flooding in the Village, the Village desires to make infrastructure and other improvements for managing stormwater to reduce flooding in the Village ("**Stormwater Master Plan**"); and

WHEREAS, in 2015, the Village hired Strand Associates, Inc. ("**Consultant**") to prepare a stormwater management study and to develop and evaluate managing stormwater in areas within the Village ("**Western Stormwater Alternatives**"); and

WHEREAS, the Consultant determined that the most effective and viable Western Stormwater Alternative would involve partnering with the FPDCC to create a stormwater management wetlands project on the FPDCC Property to allow the Village to store excess stormwater on the FPDCC Property in the event of any large-scale flooding events ("**Stormwater Management Wetlands Project**"); and

WHEREAS, in the spirit of intergovernmental cooperation, the FPDCC desires to take the steps necessary to grant to the Village a license to complete the Stormwater Management Wetlands Project on the FPDCC Property in exchange for the payment of applicable fees and an offsite contribution by the Village pursuant to an agreement from the Village to maintain the Stormwater Management Wetlands Project ("**IGA**"); and

WHEREAS, on August 1, 2017, the Village Council adopted Resolution R-55-2017, approving a Memorandum of Understanding with the FPDCC ("**MOU**") to memorialize their good-faith intentions to negotiate and eventually enter into an IGA for the construction and operation of the Stormwater Management Wetlands Project that sets forth the rights, responsibilities, and obligations of the FPDCC and the Village; and

WHEREAS, on July 20, 2017, the FPDCC Board of Commissioners unanimously approved the MOU; and

WHEREAS, in order to conduct the negotiations and public process necessary to complete the IGA, it was necessary for the Village to engage an engineer to: (i) complete and submit a joint application to the US Army Corps of Engineers for wetland mitigation at the FPDCC Property; (ii) prepare preliminary designs and engineering details to commence negotiations for stormwater storage under portions of Duke Childs Field and the Skokie Playfield; and (iii) prepare preliminary designs and engineering details to commence negotiations for stormwater storage under portions of Crow Island Park (collectively, **“Services”**); and

WHEREAS, on February 21, 2017, the Village Council adopted Resolution R-12-2017 approving a Master Services Agreement with the Consultant for engineering services (**“Master Services Agreement”**), which Master Services Agreement provided for terms and conditions that would govern future engineering services performed for the Village by the Consultant; and

WHEREAS, the Consultant has previously provided satisfactory engineering services to the Village; and

WHEREAS, on September 5, 2017 the Village approved Resolution R-63-2017 approving an agreement with the Consultant to perform the Services for the Village pursuant to an Extension Agreement, which incorporates the terms of the Master Services Agreement (**“Extension Agreement”**); and

WHEREAS, due to the negotiations between the various stakeholders involved in the stormwater management project, the Village needs additional stormwater modeling, concept plans and drawings, and cost estimates for stormwater storage and conveyance options (**“Additional Services”**); and

WHEREAS, the Village desires to engage the Consultant to perform the Additional Services in an amount of \$28,800 (**“Change Order”**); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Change Order with the Consultant for the Consultant to perform the Additional 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 the Change Order to authorize the Additional Services from the Consultant pursuant to the terms of the Master Services Agreement.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 5. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 5, which shall be in a final form approved by the Village Manager.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
EXTENSION AGREEMENT



February 8, 2019

Village of Winnetka
510 Greenbay Road
Winnetka, IL 60093

Attention: Mr. Steve Saunders, P.E., Director of Public Works

Re: Amendment No. 3 to the September 21, 2017, Extension of Professional Services Agreement
Stormwater Management Vision Preliminary Engineering

This is Amendment No. 3 to the referenced Agreement.

Under **Exhibit A, Scope of Services**, ADD the following:

“H. WPD–18-Hole Golf Course Final Concept:

1. Update engineering drawings of existing golf course topography and drainage system based on information provided by WPD.
2. Review and discuss with WPD’s golf course consultant potential opportunities to reduce overall earthwork and areas of disturbance on the golf course.
3. Revise engineering drawings and quantities for the proposed golf course grade changes based on concept plan updates provided by WPD’s golf course consultant.
4. Perform up to three model updates reflecting golf course modifications.
5. Create exhibits reflecting the final proposed golf course grade changes and resultant flooding for 2-, 10-, 50-, and 100-year design storm events.
6. Develop with WPD’s golf course consultant an opinion of probable construction cost for the final proposed golf course improvements.
7. Review drawings and opinion of probable construction cost with OWNER.
8. Attend one meeting with representatives from OWNER and Park District.

“I. New Trier High School District (NTHSD)–Duke Childs Field:

1. Revise engineering drawings for the proposed underground storage facility under Duke Childs Field.
2. Perform one model update reflecting the underground storage facility under Duke Childs Field and WPD’s Little Duke.
3. Create exhibits reflecting the final underground storage layout under Duke Childs Field and Little Duke and resultant flooding for 50- and 100-year design storm events.

Village of Winnetka
Page 2
February 8, 2019

4. Develop an opinion of probable construction cost for the stormwater improvements on Duke Childs Field and Little Duke.
5. Review drawings and opinion of probable construction cost with OWNER.
6. Attend one meeting with representatives from OWNER and NTHSD.

Under **Exhibit A, Schedule**, CHANGE March 1, 2019, to “May 1, 2019.”

Under **Exhibit C, Compensation**, CHANGE \$132,795 to “\$161,595.”

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

VILLAGE OF WINNETKA

Matthew S. Richards
Corporate Secretary

Date

Robert Bahan
Village Manager

Date



Agenda Item Executive Summary

Title:

Resolution No. R-17-2019: Approving a Class A-1 Liquor License for Paradise Food Italia, LLC d/b/a Tocco (Adoption)

Presenter:

Marc Hornstein, Chief of Police and Peter Friedman, Village Attorney

Agenda Date:

02/19/2019

Consent:

YES



NO

☐

Ordinance

☒

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☐

Informational Only

Item History:

None.

Executive Summary:

Paradise Food Italia, LLC d/b/a Tocco desires to open a restaurant at 507 Chestnut Street. Tocco is a full-service restaurant that sells and serves alcoholic beverages incidental and complementary to the sale and service of meals for consumption. Tocco also has a counter area where food and liquor will be served. Tocco has applied for a Class A-1 liquor license.

A Class A-1 liquor license authorizes the retail sale and service of alcoholic beverages by restaurants, but only when such sales and service are incidental and complementary to the sale and service of meals for consumption only on the premises where sold, provided that patrons may be served alcoholic beverages while waiting to be seated when no tables are available. The Class A-1 license shall additionally authorize the service of food or liquor at a counter, bar or waiting area, subject to certain conditions.

If approved, Resolution No. R-17-2019 will grant the requested liquor license, subject to the following conditions: (i) completion of the liquor license application background investigation by the police department; (ii) final inspection and approval of the premises; (iii) issuance of a certificate of occupancy for the premises. The resolution will also update the appendix to Chapter 5.09 of the Village Code that sets forth all authorized licenses by classification, which is attached to the Resolution as Exhibit A.

Recommendation:

Consider adopting Resolution No. R-17-2019, "Approving and Authorizing a Class A-1 Liquor License for Paradise Food Italia, LLC (507 Chestnut St).

Attachments:

1) Resolution No. R-17-2019

RESOLUTION NO. R-17-2019

**A RESOLUTION APPROVING AND AUTHORIZING A CLASS A-1
LIQUOR LICENSE FOR PARADISE FOOD ITALIA, LLC
(507 Chestnut Street)**

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, Paradise Food Italia, LLC (“**Applicant**”) is the lessee of the property commonly known as 507 Chestnut Street in the Village (“**Property**”); and

WHEREAS, the Applicant desires to operate a full service restaurant on the Property known as Tocco (“**Business**”); and

WHEREAS, pursuant to Section 5.09.100 of the Winnetka Village Code, on January 17, 2019, the Applicant submitted an application to the Village for a Class A-1 liquor license (“**Liquor License**”) for the Business; and

WHEREAS, the Council of the Village of Winnetka (“**Village Council**”) has determined that it is in the best interest of the Village to approve and authorize the issuance of the Liquor License to the Applicant for the Business;

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 AND AUTHORIZATION OF LIQUOR LICENSE. The Village Council hereby approves and authorizes the issuance of the Liquor License to the Applicant for the Business.

SECTION 3: AMENDMENT TO AUTHORIZED LIQUOR LICENSES. Pursuant to Section 5.09.030 of the Village Code, the Village Council hereby amends the Appendix to Winnetka Village Code Chapter 5.09 to read as set forth in **Exhibit A** attached to and, by this reference, made a part of this Resolution.

SECTION 4: EFFECTIVE DATE. This Resolution will be in full force and effect from and after:

- A. Its passage and approval according to law;
- B. Approval of final inspection of the Business by the Village Chief of Police, or his designee;

- C. Completion of a criminal background check of the Applicant by the Village Chief of Police, or his designee; and
- D. Issuance of a certificate of occupancy for the Property.

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

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

APPENDIX TO WINNETKA VILLAGE CODE CHAPTER 5.09

Authorized Liquor Licenses

Classification	Issued	Licensee
A	4	Kyoto Sushi Plus, Inc. Michael Little Lan's Café Aroma
A-1	<u>89</u>	Avli Restaurant Little Ricky's Bad Dog House, LLC (Stacked and Folded) Trifecta Grill/The 21 Club Fred's Garage, LLC Mino's, LLC <u>Paradise Food Italia, LLC</u>
A-2	1	Grateful Bites Pizza Shoppe, LLC
A-3	0	
A-4	0	
A-5	0	
B	3	Grand Food Center A1 Koh Enterprise Global, LLC (Lakeside Foods) Walgreens #21150
C	Unlimited	Issued on an event-by-event basis
D	2	Good Grapes Albatross Wine Company, LLC
E	0	
E-1	0	
E-2	1	Good Grapes
F	0	
P	1	Winnetka Park District
Wine Station Rider	1	Trifecta Grill/The 21 Club

[Deleted language is struck through; **inserted language is double underlined.**]



Agenda Item Executive Summary

Title: Resolution No. R-21-2019: Streetscape Engineering (Adoption)

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

Agenda Date: 02/19/19

Consent: ☐ YES ☒ NO

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

Item History:

5-9-17 - Village Council agreed to pursue Teska Associates services to assist Downtown Master Plan (DMP) Task Force with Streetscape Plan.
9-19-17 - Village Council approved Resolution No. R-65-2017: Downtown Master Plan Streetscape Consulting Services with Teska Associates.
2-6-18 & 4-3-18 - DMP Task Force provided Village Council with updates regarding its work on Elm Street Business District Streetscape
6-5-18 - DMP Task Force presented Draft Downtown Streetscape & Signage Plan to Village Council
6-19-18 - Village Council adopted Downtown Streetscape & Signage Plan
2-12-19 - Village Council reviewed proposed revisions to Downtown Streetscape & Signage Plan and authorized staff to solicit engineering proposals

Executive Summary:

Following a nine-month public planning process that included guidance by the DMP Task Force and public engagement, the Village Council adopted the Downtown Streetscape and Signage Master Plan (Plan) on June 19, 2018. During the Council's consideration of the Plan, the Council heard comments from downtown businesses owners expressing concerns regarding the loss of both on-street customer parking and sidewalk trees as a result of the Plan. In response to those concerns the Village Council directed staff to further evaluate the impact of the Plan on parking and trees prior to the preparation of construction documents.

Over the last few months, Teska Associates and staff, with guidance from President Rintz, began to further review the impact of the Plan on on-street parking and street trees. Planned improvements for this first phase include improvements along Chestnut Street between Spruce and Elm Street, and the Chestnut and Elm intersection. Given these improvements are located in the western portion of the Elm Street Business District, we sought input from these businesses through a series of two meetings - one held on December 6, 2018, and one held on January 9, 2019.

At the February 12, 2019, Study Session, the Village Council discussed revisions to the Plan design for the proposed West Elm Business District streetscape improvements. The revisions, made as a result of the two meetings with West Elm Street businesses, relate to on-street public parking, sidewalk trees, and off-street parking. The Village Council reviewed the proposed revisions to the Plan and directed staff to develop and present a contract for construction design services for Phase 1 streetscape improvements, which includes Chestnut Street between Spruce and Elm, as well as the intersections on both ends. The Village Council adopted the proposed revisions and authorized Village staff to return to the Council with a proposed engineering contract to develop plans, specifications, and bidding documents for the improvements.

The Village has included funding for both engineering and construction of improvements along Chestnut Street between Spruce and Elm Street, and the Chestnut and Elm intersection in the FY 2019 Budget. In order to construct the improvements in calendar 2019, a compressed time schedule is necessary for the engineering needed to bring the concept plans to a full set of construction plans, specifications, and bidding documents. Typically, the time schedule would include a six- to eight-week period for soliciting scope and fee proposals from qualified engineering design firms to produce final design plans. However, given the Village's desire to complete improvements this year, Village staff proposes to waive the competitive selection process and work directly with two firms, Ciorba Group and Teska Associates, to complete the necessary documents.

Executive Summary (continued):

Both Ciorba Group and Teska Associates have a significant amount of history and previous work with the Village's Streetscape project. 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 conceptual plan, and much of that work is still valid. Teska Associates completed the recently adopted Downtown Streetscape and Signage Master Plan as well as the modifications approved by the Village Council on February 12.

Ciorba and Teska have worked together to develop an appropriate scope of work to prepare final plans, specifications, and bidding documents, and to provide bidding assistance, for the first phase of streetscape construction. Under this proposed scope, the pre-final Downtown Streetscape plans previously prepared by Ciorba Group will be modified for the proposed roadway and streetscape improvements within the above project limits. Roadway geometric revisions will be required to match the Downtown Streetscape and Signage Master Plan as prepared and revised by Teska. The roadway within the project limits will be resurfaced, and Chestnut Street will be narrowed (12" on west side and 6" on east side) to provide a wider sidewalk. An AutoTurn analysis will be completed at the Chestnut/Spruce and Chestnut/Elm intersections to check the encroachment onto new bump outs. The roadway and streetscape plans will be prepared in AutoCAD and delivered in electronic format, with PDF files for bidding and CADD files. The streetscape and construction documents will be organized so they can be used for the business community and public open house. Ciorba and Teska's detailed scope of work is attached.

The proposed design fees for the project are \$38,970 for Ciorba Group and \$40,460 for Teska Associates, for a total of \$79,430. In response to the Village's desire to consider adding resurfacing, re-striping, and landscaping of the North Post Office Parking Lot to the project, Ciorba and Teska have also proposed an additional \$6,820.20 in design fees, as an add/alternate, for this scope. The Village's FY 2019 contains \$132,200 in the Downtown Redevelopment Fund for engineering of the 2019 and potential 2020 streetscape projects, in Account 420.15.01-620.

The project schedule includes two public check-in points. First, a business community and public open house will be held the week of April 8 to invite review and comment on the 60% design plans. In addition, a final public input session will take place at the May 7 Council Meeting to review the 90% plans and authorize bidding the project. Bidding is anticipated in June, with a construction contract being awarded in July, 2019.

Recommendation:

Consider adopting No. Resolution R-21-2019:

- 1) Waiving the competitive solicitation process;
- 2) Awarding a contract for professional design services to Ciorba Group and Teska Associates in the amount of \$79,430 for design engineering and landscape architectural services for streetscape improvements on Chestnut Street and Spruce Street; and
- 3) Authorizing the Village Manager to approve Alternate 1 and Alternate 2 for design engineering and landscape architectural services for the North Post Office Parking Lot in the amount of \$2,820.20 and \$4,000, respectively.

Attachments:

Resolution No. R-21-2019

Ciorba Group and Teska Associates Proposed Scope of Services and Fees for design engineering and landscape architectural services

RESOLUTION NO. R-21-2019

**A RESOLUTION APPROVING AN AGREEMENT WITH
THE CIORBA GROUP AND TESKA ASSOCIATES FOR DESIGN ENGINEERING
SERVICES AND LANDSCAPE ARCHITECTURE SERVICES FOR
STREETSCAPE IMPROVEMENTS TO CHESTNUT AND SPRUCE STREETS**

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 Chestnut Street between Spruce Street and Elm Street and the within the Chestnut Street and Elm Street intersection (collectively, "**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, the Village also requested Ciorba and Teska to submit a proposal for additional Services regarding the resurfacing, re-striping, and landscaping of the North Post Office Parking Lot ("**Parking Lot Improvements**"); and

WHEREAS, Ciorba submitted a proposal to the Village for the performance the Engineering Services in an amount not to exceed \$38,970 for the Streetscape Improvements and \$2,820.20 for the Parking Lot Improvements; and

WHEREAS, Teska submitted a proposal to the Village for the performance the Landscape Services in an amount not to exceed \$40,460 for the Streetscape Improvements and \$4,000 for the Parking Lot 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, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, the bidding requirements may be waived for contracts which by their nature are not adaptable to competitive bidding; and

WHEREAS, the Village Council desires to enter into an agreement with Teska for the Landscape Services for the Streetscape Improvements and the Parking Lot Improvements in a total amount not to exceed \$40,460.00 ("**Teska Proposal**"); and

WHEREAS, the Village Council desires to enter into an agreement with Ciorba for the Engineering Services for the Streetscape Improvements and the Parking Lot Improvements in a total amount not to exceed \$41,790.20 ("**Ciorba Proposal**") (the Teska Proposal and Ciorba Proposal are, collectively, the "**Proposals**"); 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 AND TESKA PROPOSALS. The Village Council hereby approves the Ciorba Proposal and the Teska Proposal in the form attached to this Resolution as **Exhibit A** and an agreement in a final form approved by the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENTS. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreements after receipt by the Village 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 5: 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 19th day of February, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CIORBA AND TESKA PROPOSAL

SCOPE OF SERVICES

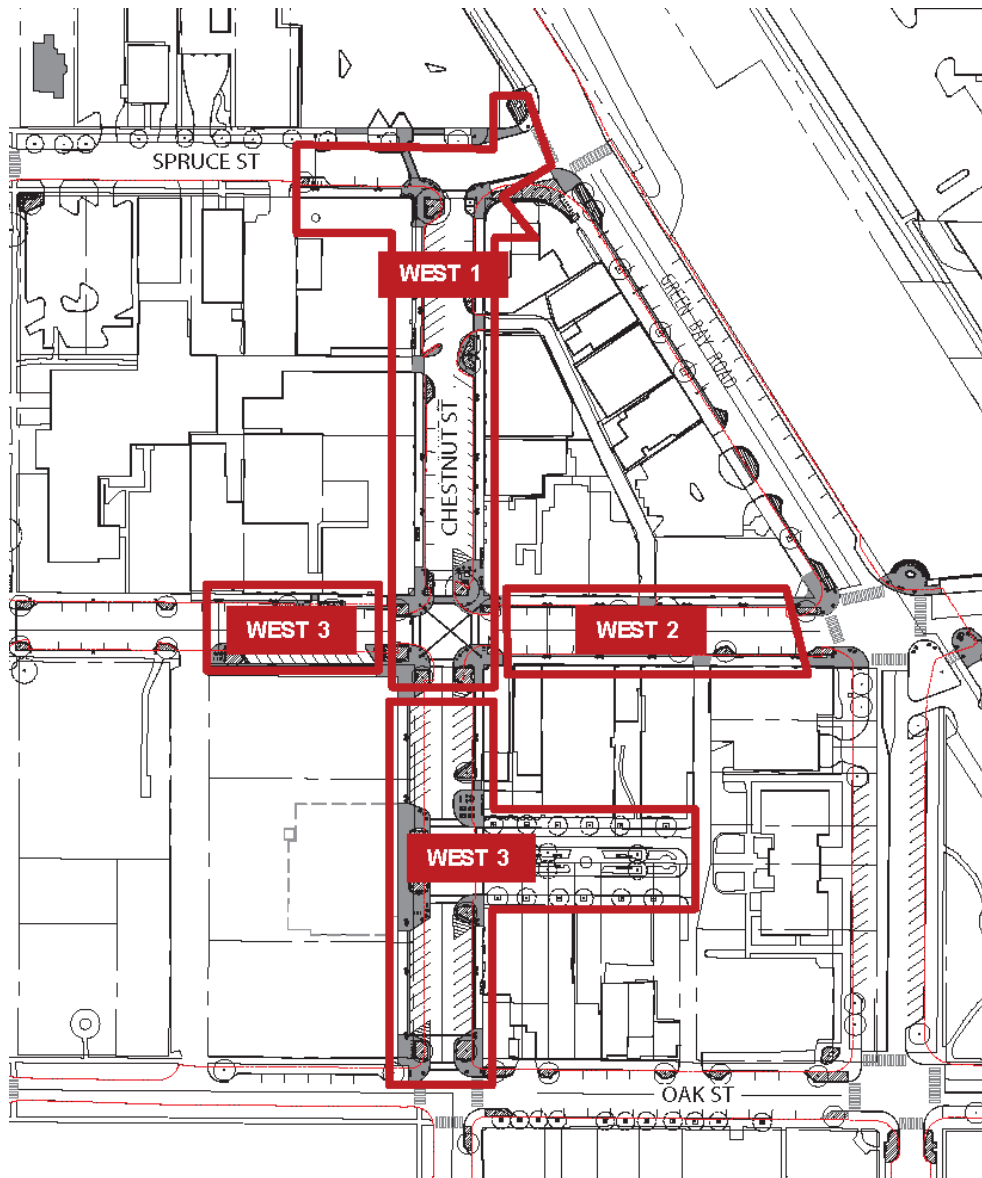
DOWNTOWN STREETSCAPE - PHASE I

VILLAGE OF WINNETKA

Design engineering and landscape architectural services are required to prepare plans, specifications, and cost estimates for streetscape improvements on Chestnut Street and Spruce Street. The project limits are:

- Chestnut Street – both sides of the street from Elm Street to south side of Spruce Street.
- Spruce Street – south side of the street from Chestnut to Green Bay Road.

The location area is identified as “West 1” in the Village of Winnetka Streetscape and Signage Master Plan as illustrated in the diagram below.



The pre-final Downtown Streetscape plans previously prepared by Ciorba Group will be modified for the proposed roadway and streetscaping improvements within the above project limits. Roadway

SCOPE OF SERVICES

DOWNTOWN STREETSCAPE - PHASE I

VILLAGE OF WINNETKA

geometric revisions will be required to match the *Downtown Streetscape and Signage Master Plan* (adopted June 19, 2018) as prepared by Teska. The roadway within the project limits will be resurfaced. Chestnut Street will be narrowed (12" on west side and 6" on east side) to provide a wider sidewalk. An Autoturn analysis at the Chestnut/Spruce and Chestnut/Elm intersections to check the encroachment onto new bump outs. The roadway and streetscape plans will be prepared in AutoCAD. Deliverables will be in electronic format, with pdf files for bidding and CADD files. The streetscape documents will be organized so that they can be used for the Business Community and Public Open House as well as construction documents. The streetscape documentation will depict surface streetscape treatments including, but not limited to: sidewalk jointing patterns, unit paving areas, site furnishings and landscape plantings. The streetscape documents will be supported by materials and products catalogue cuts and photographs.

1. Meetings and Coordination

- a. Ciorba and Teska will meet with Village staff and two Trustees to review the 60% plan documents prior to the Business Community and Public Open House. Plan revisions based on meeting comments will be made prior to the public meeting. Ciorba will also meet with Village staff to review the 90% plan documents.
- b. Coordination activities will be required with the Village staff and private utility companies. Coordination with IDOT is not included since the improvements will not be within the IDOT ROW of Green Bay Road.

2. Topographic Survey

- a. Re-establish vertical and horizontal control points.
- b. Conduct vertical survey to supplement previously obtained elevation data.
- c. Develop base sheets.

3. Plans, Specifications, and Estimates (60% and 90% Submittals)

- 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. Drainage Plans
- g. Pavement Marking and Signing Plans
- h. Maintenance of Traffic Plans.
- i. MOT General Notes and Description
- j. Lighting Plans
 - i. Plan
 - ii. One Line Diagram
 - iii. Equipment Details
 - iv. Pole Foundation Details
- k. Streetscape Plans -
 - i. Hardscape Plans
 - ii. Site Furnishings Plans
 - iii. Landscape Planting Plans

SCOPE OF SERVICES

DOWNTOWN STREETSCAPE - PHASE I

VILLAGE OF WINNETKA

- iv. Streetscape Details / General Notes
- v. Specifications
- vi. Quantities List / Cost Estimate
- l. Roadway Details including Village and IDOT Standards
- m. ADA Ramp Details
- 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. Business Community and Public Open House

- a. The Business Community and Public Open House meeting format is anticipated to include a formal projector style presentation followed by open house exhibit review. Teska will prepare and print all exhibits including but not limited to:
 - i. Context map depicting existing and reallocated parking, including a 5-minute walking radius between Chestnut Street shops and surrounding parking areas
 - ii. Color rendered streetscape plan depicting existing and proposed curb layout and business names
 - iii. Streetscape renderings prepared during the Master Plan will be included and updated as required
 - iv. Streetscape amenities photo exhibits prepared during the Master Plan will be included and updated as required
 - v. Comment/ input tools
- b. Comments will be collected, summarized and reported back to Village staff.
- c. Ciorba and Teska will attend and present the project at a Village Council meeting after to the Business Community and Public Open House.
 - i. A projector style presentation is anticipated with the same materials from the public meeting.
 - ii. Comments from the public meeting will be reported to the Council.
 - iii. Q&A with the Council will follow the presentation.

5. Bidding Assistance

- a. Answer bidder questions and issue addenda as necessary
- b. Review and tabulate bids
- c. Contact bidder references as needed
- d. Prepare a memorandum to Village recommending award to the lowest responsible bidder
- e. Review contractor alternative streetscape recommendations.

6. ALT: Rehabilitation and Restriping of the Post Office Parking Lot

- a. Use aerials to define limits of improvements. A topographic survey of the parking lot will not be performed.
- b. Field visit to determine patching and curb and gutter removal and replacement locations.
- c. Prepare plan sheet and quantities for the rehabilitation and restriping of the parking lot.

SCOPE OF SERVICES DOWNTOWN STREETSCAPE - PHASE I VILLAGE OF WINNETKA

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 - PHASE I VILLAGE OF WINNETKA

Work Task	2019				
	Feb	Mar	Apr	May	Jun
Notice to Proceed *	 2/25				
Topographic Survey					
P.S.&E. Preparation and Submittal (60%)					
Village Review of 60% P.S.&E.					
Meet with Village Staff and Two Trustees					
Revise 60% P.S.&E. and Prepare for Public Meeting					
Business Community and Public Open House			 4/11		
Village Council Meeting				 5/7	
P.S.&E. Preparation and Submittal (90%)					
Village Review of 90% P.S.&E.					
Final P.S.&E. Preparation					
Bidding					

DESIGN FEE SUMMARY DOWNTOWN STREETSCAPE - PHASE I VILLAGE OF WINNETKA

See attached exhibits.

Ciorba Group	\$38,970.00
Teska	<u>\$40,460.00</u>
Total	\$79,430.00

Alternate 1: Add Rehabilitation and Restriping of the Post Office Parking Lot

Ciorba Group	\$2,820.20
--------------	------------

Alternate 2: Add Post Office Parking Lot Landscaping

Teska	<u>\$4,000.00</u>
-------	-------------------

Fee for Additional Village Council Meeting:

Ciorba Group	\$ 800.00
Teska	<u>\$ 600.00</u>
Total	\$ 1,400.00

STAFF HOURS
Village of Winnetka
Downtown Streetscape - Phase I

Task	Sub-Task	Activity	Grand Total	Principal	Project Manager	Lead Structural Engineer	Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Technician
			310	6	36	1	77	21	72	61	30	6
1.	Meetings and Coordination		Task Total:		13		13		2	3		
	010 Meetings		Subtotal:		12		10					
		Meetings with Village Staff - 2 (Plan Reviews)	16		8		8					
		Village Council Meetings - 1	4		4							
		Meeting Minutes	2				2					
	011 Coordination		Subtotal:		1		3		2	3		
		Coordination with Village	3		1		2					
		Coordination with Utilities	6				1		2	3		
2.	Topographic Survey		Task Total:				3	3			20	6
	020 Field Survey		Subtotal:				3	3			18	4
		Project Setup	2								2	
		Site Visits by Staff	6				3	3				
		Re-Establish Vertical and Horizontal Control	8								4	4
		Supplemental Vertical Survey	12								12	
	021 Process Survey Information		Subtotal:								2	2
		Down Loading Total Station	2								2	
		Base Sheet Development	2									2

STAFF HOURS
Village of Winnetka
Downtown Streetscape - Phase I

Task	Sub-Task	Activity	Grand Total	Principal	Project Manager	Lead Structural Engineer	Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Technician
3. Plans, Specifications and Cost Estimates			Task Total:	200		7	1	39	18	70	55	10
	055	Contract Plans	Subtotal:	31				3		7	11	10
		Title Sheet	1							1		
		Typical Sections	6						2	4		
		Alignment, Ties and Benchmarks	10								10	
		Index of Sheets/General Notes	4				1		3			
		Summary of Quantities	6						2	4		
		Plan Assembly - 2 Submittals	2							2		
		Disposition of Comments - 2 Submittals	2				2					
	056	Roadway Plans	Subtotal:	76		4		13		23	36	
		Maintenance of Traffic	5		1		1		3			
		MOT General Notes and Description	4				1		3			
		Pavement Marking and Signing Plans (1"=20')	6				2			4		
		Plans and Elevations (1"=20')	22		2		4		4	12		
		Existing Conditions Removal Plans (1"=20')	3						1	2		
		Drainage Plans (1"=20')	6				2		4			
		Details including Village and IDOT Standards	5						1	4		
		ADA Ramp Details (4 corners + 4 alley)	25		1		3		7	14		
	042	Lighting Plans	Subtotal:	48		1	1	6	16	24		
		Plan	21		1		4	8	8			
		One Line Diagram	7				1	2	4			
		Details	3				1	2				
		Pole Foundation Details	17			1		4	12			

STAFF HOURS
Village of Winnetka
Downtown Streetscape - Phase I

Task	Sub-Task	Activity	Grand Total	Principal	Project Manager	Lead Structural Engineer	Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Technician
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.	Business Community and Public Open House	Task Total:	21		6		12			3		
070	Presentation Preparation	Subtotal:	9		1		5			3		
		Text	5		1		4					
		Exhibits	4				1			3		
071	Open House	Subtotal:	12		5		7					
		Attendance	8		4		4					
		Public Comments - Summary and Response	4		1		3					
5.	Bidding Assistance	Task Total:	6		2		4					
090	Bidding Assistance	Subtotal:	6		2		4					
		Bidding Assistance	6		2		4					

STAFF HOURS
Village of Winnetka
Downtown Streetscape - Phase I

Task Sub-Task	Activity	Grand Total	Principal	Project Manager	Lead Structural Engineer	Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Technician
6. QC/QA	Task Total:	8		2		6					
090 QC/QA	Subtotal:	8		2		6					
	Plans and Specifications	8		2		6					
7. Project Management & Administration	Task Total:	12	6	6							
100 Project Management & Administration	Subtotal:	12	6	6							
	Project Administration	6	3	3							
	Project Management	6	3	3							



Client: Village of Winnetka

Date 02/11/19

ITEM	MANHOURS (A)	PAYROLL (B)	(2.8) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Meetings and Coordination	31	\$ 1,730.50	\$ 4,845.40	\$ 100.00		\$ 4,945.40	11.83%
Topographic Survey	32	\$ 1,246.50	\$ 3,490.20	\$ 130.00		\$ 3,620.20	8.66%
Plans, Specifications and Cost Estimates	200	\$ 8,088.50	\$ 22,647.80			\$ 22,647.80	54.19%
Business Community and Public Open House	21	\$ 1,114.50	\$ 3,120.60	\$ 100.00		\$ 3,220.60	7.71%
Bidding Assistance	6	\$ 340.00	\$ 952.00			\$ 952.00	2.28%
QC/QA	8	\$ 440.00	\$ 1,232.00			\$ 1,232.00	2.95%
Project Management & Administration	12	\$ 840.00	\$ 2,352.00			\$ 2,352.00	5.63%
ALT: Rehabilitation and Restriping of the Post Office Parking Lot	24	\$ 984.00	\$ 2,755.20	\$ 65.00		\$ 2,820.20	6.75%
TOTALS	334	\$ 14,784.00	\$ 41,395.20	\$ 395.00		\$ 41,790.20	100.00%



04 February 2019

To: Jerry Heimsoth, gheimsoth@ciorba.com, Ciorba Group, 773 355 2922

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

Re: Village of Winnetka, Chestnut Street Streetscape – proposal for streetscape design services

Dear Jerry,

Please see the enclosed proposal containing Teska's scope items. As compared to the previous proposal dated July 17 2018, this proposal includes additional streetscape scope items highlighted in Teska's scope and summarized below:

1. Directional & Identification Signage: The scope is expanded to include directional and identification signage for the public parking lot at the SW corner of Chestnut and Elm Streets. This is included in the base contract.
2. Perimeter landscape plantings at the USPS Parking Lot: The scope is expanded to include perimeter landscape treatments to the USPS parking lot. This is included as an additional service.

We are providing this information to you for coordination purposes.

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,

A handwritten signature in blue ink that reads 'Jodi Mariano' followed by a horizontal line.

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

INTRODUCTION: The intent of the Chestnut Street streetscape assignment is to continue the planning efforts documented in the Village of Winnetka Streetscape and Signage Master Plan (*adopted June 19, 2018*). The streetscape scope items identified below represent Teska's streetscape scope to be coordinated with engineering scope items.

PROJECT STUDY AREA: The study area for this project includes the "West I" area identified in the Village of Winnetka Streetscape and Signage Master Plan as the public ROW areas generally located along Chestnut Street between Elm Street and Spruce Street and portions of Spruce Street.

SCOPE TASKS

1. **Topographical Survey and Base Data:** 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 Winnetka Streetscape and Signage Master Plan to Ciorba Group for their use in developing roadway and sidewalk geometrics.
2. **Roadway and Sidewalk Geometric Plan Review:** Teska will review roadway and sidewalk geometric plans 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.
3. **Prepare 60% 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, but not limited to: sidewalk jointing patterns, unit paving areas, site furnishings, parking lot directional and identification 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.
4. **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.
5. **Attend Public Open House Meeting.** The public open house meeting format is anticipated to include a formal projector style presentation followed by open house exhibit review. 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 Chestnut Street shops and surrounding parking areas;
 - b. Color rendered streetscape plan depicting existing and proposed curb layout, and business names;
 - c. Streetscape renderings prepared during the Master Plan will be included and updated as required;
 - d. Streetscape amenities photo exhibits prepared during the Master Plan will be included and updated as required;
 - e. Comment/ input tools

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

6. **Attend Village Council Meeting.** A projector style presentation is anticipated. Teska will be present to make a presentation and answer questions.
7. **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 90% and 100% levels. A preliminary sheet layout for Teska's streetscape sheets may include, but is not limited to:

SHEET NUMBERS	DESCRIPTION
L1-L2	Hardscape Plans
L3-L4	Site Furnishings Plans
L5-L6	Landscape Planting Plans
L7-L14	Streetscape and Signage Details / General Notes
Word format	Specifications
Excel format	Quantities List / Cost Estimate

8. **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

ADDITIONAL SERVICES – USPS Parking Lot Landscaping

Beyond the scope of services, Teska is available to document proposed perimeter landscape treatments for the USPS parking lot along the north and east perimeter areas. The scope of this work would include:

- Measure and document existing conditions.
- Create a base plan upon which landscape plan sheets would be prepared.
- Prepare landscape plan documents. Landscape plan documents include plan sheets, details and technical specifications. These items would be coordinated with the 60%, 90% and 100% streetscape document submittals described above.



WINNETKA - CHESTNUT STREET STREETSCAPE

Project Fees 02/04/2019

Note: Highlighted items represent requested scope additions since the July 17 proposal

TESKA ASSOCIATES							
Principal/PM		Snr. Assoc LA		Assoc LA		SUBTOTAL	
\$150		\$110		\$100			
TESKA SCOPE ITEMS							
1	\$150	0	\$0	2	\$200	\$350	
2	\$300	2	\$220	0	\$0	\$520	
0	\$0	8	\$880	16	\$1,600	\$2,480	
0	\$0	8	\$880	16	\$1,600	\$2,480	
0	\$0	8	\$880	16	\$1,600	\$2,480	
0	\$0	2	\$220	6	\$600	\$820	
4	\$600	6	\$660	8	\$800	\$2,060	
4	\$600	0	\$0	8	\$800	\$1,400	
6	\$900	0	\$0	16	\$1,600	\$2,500	
4	\$600	4	\$440	0	\$0	\$1,040	
6	\$900	0	\$0	16	\$1,600	\$2,500	
4	\$600	0	\$0	0	\$0	\$600	
0	\$0	2	\$220	10	\$1,000	\$1,220	
0	\$0	2	\$220	10	\$1,000	\$1,220	
0	\$0	2	\$220	10	\$1,000	\$1,220	
0	\$0	4	\$440	10	\$1,000	\$1,440	
4	\$600	5	\$550	4	\$400	\$1,550	
4	\$600	5	\$550	4	\$400	\$1,550	
4	\$600	6	\$660	10	\$1,000	\$2,260	
0	\$0	2	\$220	6	\$600	\$820	
0	\$0	2	\$220	6	\$600	\$820	
0	\$0	2	\$220	6	\$600	\$820	
0	\$0	4	\$440	6	\$600	\$1,040	
4	\$600	5	\$550	4	\$400	\$1,550	
4	\$600	5	\$550	4	\$400	\$1,550	
4	\$600	4	\$440	8	\$800	\$1,840	
8	\$1,200	8	\$880	0	\$0	\$2,080	
63	\$9,450	96	\$10,560	202	\$20,200	\$40,210	
						\$250	
						\$40,460	
2	\$300	0	\$0	8	\$800	\$1,100	
2	\$300	0	\$0	8	\$800	\$1,100	
2	\$300	0	\$0	6	\$600	\$900	
2	\$300	0	\$0	6	\$600	\$900	
8	\$1,200	0	\$0	28	\$2,800	\$4,000	



Agenda Item Executive Summary

Title: Resolution No. R-18-2019: Authorization to Use Motor Fuel Tax Funds (Adoption)

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

Agenda Date: 02/19/19

Consent: ☐ YES ☒ NO

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

Item History:

The Village's 2019 budget itemizes Motor Fuel Tax (MFT) funds to be used for the the Village's share of the Construction Engineering Services (Phase III) and Participating Construction costs for a federal aid project for improvements to the Oak Street and Cherry Street bridges.

Executive Summary:

The Village has obtained federal funding assistance for Construction Engineering Services (Phase III) and Participating Construction Items for this project. This federal funding source funds 80% of the eligible project expenses, including Engineering Services and Construction.

On January 18, 2019, the Village received an e-mail notification from IDOT with the project bid opening results. The low bid received for this project was from the construction firm Dunnet Bay Construction Company of Glendale Heights, Illinois. After review of the bids, the Village notified IDOT that it concurred with the recommendation to award the contract to the apparent low bidder. Based on this recommendation, the Village's commitment would be to pay for the remaining 20% of the Construction Engineering Services (Phase III) and Participating Construction costs totaling \$1,009,885. This total is an accumulation of three costs:

1. Participating Construction Costs: \$906,909
2. Construction Engineering: \$82,976
(Village to Fund 100% initially - \$414,882 - reimbursed 80% upon completion)
3. Utilities: \$20,000

Because the Village is initially required to assume 100% of the costs for construction engineering services, the Village will need to include those costs in the recommended resolution to use MFT funds, for a total authorization not to exceed \$1,321,791.00.

Executive Summary (continued):

As part of the development of the 2019 Budget, staff used the most up to date construction cost when recommending the budget transactions for this project. The 2019 Budget has committed MFT funds for this project in an amount not to exceed \$912,000; Account No. 200.12.01-650. Staff believes the \$912,000 approved MFT funds for this budget year will be sufficient to meet any payment obligations in 2019. The additional obligations funds (\$409,791) will be budgeted in the 2020 budget.

The Village has a total MFT account balance of \$2.8 million dollars. Staff is recommending the council authorize the use of the additional available MFT funds to meet the Village's fiscal obligation for this program, for a total commitment level not to exceed \$1,321,791.00.

The Illinois Department of Transportation requires that the Village submit a "Resolution for Improvement by Municipality Under the Illinois Highway Code" form (BLR 09110) to authorize the use of MFT funds. Resolution No. R-18-2019 authorizes use of MFT funds for the Village's share of Construction Engineering Services (Phase III) and Participating Construction Costs in the amount of \$1,321,791.00.

Recommendation:

Consider adopting Resolution No. R-18-2019 authorizing use of Motor Fuel Tax funds for the Village's portion of Construction Engineering Services (Phase III) and Participating Construction costs for a federal aid project for improvements to the Oak Street and Cherry Street bridges for an amount not to exceed \$1,321,791.

Attachments:

Resolution No. R-18-2019



Resolution for Improvement Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
R-18-2019	Original	15-00104-00-BR

BE IT RESOLVED, by the President and Board of Trustees of the Village
Governing Body Type Local Public Agency Type
of Winnetka Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

	Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+					

For Structures:

	Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+	Oak Street	016-8257	3050	E. of Green Bay Road	UPRR
+	Cherry Street	016-8256	3045	E. of Green Bay Road	UPRR

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction engineering services (Phase III) and Participating Construction costs for the rehabilitation of 2 bridge structures over the Union Pacific Railroad. The project is using STP-Bridge funding towards funding 80% of the Construction engineering fees. These MFT funds will contribute towards the remaining 20% local share.

2. That there is hereby appropriated the sum of One Million Three Hundred Twenty One Thousand

Seven Hundred and Ninety One Dollars. Dollars (\$1,321,791.00) for the improvement of
said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Robert M. Bahan Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
of Winnetka in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Winnetka at a meeting held on February 19, 2019
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 19th day of February, 2019
Day Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date



Agenda Item Executive Summary

Title: Resolution No. R-19-2019: Approval of Local Agency Agreement for Federal Participation (Adoption)

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

Agenda Date: 02/19/19

Consent: ☐ YES ☒ NO

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

Item History:

The Village's 2019 budget itemizes Motor Fuel Tax (MFT) funds to be used for the the Village's share of participating construction costs for a Federal aid project for improvements to the Oak and Cherry Street bridges.

Executive Summary:

The Village is scheduled to replace the superstructures on both the Oak and Cherry Street Bridges beginning in the spring of 2019. The proposed improvement to both bridges is being bid as a single project. The project and federal funding has been approved by the Illinois Department of Transportation (IDOT).

The Surface Transportation Program (STP) provides funds for bridges that are structurally deficient and/or functionally obsolete; have a sufficiency rating of 80 or less; and are located on a public road. The objective of STP is to provide Federal aid for improvements to facilities not on the national highway system. The Program is aimed at providing more flexibility in determining transportation solutions as well as enhanced planning and management systems to state and local governments. STP funds are distributed to each state based on its lane-miles of Federal-aid highways, total vehicle-miles traveled on those highways, and estimated contributions to the highway account of the Highway Trust Fund. Because of its emphasis on highway facilities that do not have national importance, STP provides the largest source of Federal-aid funds available for local facilities in Illinois. Funds for this Program can only be used to fund up to 80% of the construction and associated engineering. The local public agency is responsible for the cost of preliminary engineering, land acquisition, utilities, and other pre-construction activities.

The project was let in December of 2018, and bids for construction services were received by IDOT on January 18, 2019. The low bid received for this project was from the construction firm Dunnet Bay Construction Company from Glendale Heights, Illinois. The bid results for this project are as follows:

- | | |
|------------------------------------|-----------------|
| 1. Dunnet Bay Construction Company | \$ 3,345,571.04 |
| 2. Rausch Infrastructure, LLC | \$ 3,637,981.20 |
| 3. Lorig Construction Company | \$ 3,814,535.25 |
| 4. Copenhagen Construction, Inc. | \$ 3,999,416.77 |
| 5. Areatha Construction Co., Inc. | \$ 4,314,332.75 |

Executive Summary (continued):

In order to obtain Federal reimbursement for expenditures related to participating construction costs, the Village must enter into a Local Agency Agreement with IDOT (attached form BLR 05310) that contains provisions and conditions for the use of Federal funding.

The Village will be using allocated Motor Fuel Tax Dollars to pay for the Village's portion of participating construction costs. The Village's obligated 20% portion of participated construction costs, based on the approved surface transportation funding budgeted for the project, will be \$906,909.

The 2019 Budget has committed MFT funds for this project in an amount not to exceed \$912,000; Account No. 200.12.01-650. Staff believes that the approved MFT funds for this budget year will be sufficient to meet any payment obligations. Any additional obligation funds will be budgeted in the 2020 Budget and subsequent years as needed.

Recommendation:

Consider adopting No. Resolution R-19-2019 authorizing the Village to enter into a Local Agency Agreement with IDOT for Federal Participation (BLR 05310) for an obligation not to exceed \$906,909.

Attachments:

Resolution No. R-19-2019

IDOT BLR Form 05310 - Local Public Agency Agreement for Federal Participation

RESOLUTION NO. R-19-2019

A RESOLUTION APPROVING A LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION IN CONNECTION WITH THE CONSTRUCTION OF IMPROVEMENTS TO THE OAK STREET AND CHERRY STREET BRIDGES

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

WHEREAS, the Village was awarded federal funds (collectively, "**Phase I and II Grants**") for the design of ("**Phase I**") and preliminary engineering for ("**Phase II**") improvements to the Oak Street and Cherry Street bridges located within the Village ("**Project**"); and

WHEREAS, to receive the Phase I and II Federal funds, the Illinois Department of Transportation ("**IDOT**") required the Village to enter into Local Agency Agreements for Federal Participation with IDOT setting forth the rights and responsibilities of the Village and IDOT in connection with the completion of the Project; and

WHEREAS, the Village completed Phase I and Phase II of the Project and now desires to engage in the construction and Construction Engineering (Phase III) for the project; and

WHEREAS, the Village was awarded federal funds in the amount of \$5,049,425 for Participating Construction items, Construction Engineering, and Utilities; and

WHEREAS, to receive the federal funds, IDOT requires the Village to enter into a Local Public Agency Agreement for Federal Participation with IDOT ("**Agreement**"); and

WHEREAS, pursuant to the terms of the Participating Construction Grant and the Local Agency Agreement, up to \$3,627,634 of the Participating Construction cost, \$331,906 of the Construction Engineering, and \$80,000 of the Utility costs will be paid by federal funds, and up to \$906,909 of the Participating Construction items, \$82,976 of the Phase III Project, and \$20,000 of the Utility costs will be paid by the Village as a local match; and

WHEREAS, the Village Council has determined that is in the best interest of the Village to enter into the Agreement;

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

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

SECTION 2: APPROVAL OF LOCAL AGENCY AGREEMENT. The Village Council approves the Agreement with IDOT in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Attorney.

February 19, 2019

R-19-2019

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Agreement.

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 19th day of February, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

Agreement

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency Village of Winnetka	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 15-00104-00-BR	Fund Type STP-Br	ITEP, SRTS, or HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-239-16	PHYV(585)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA**, approved by the **STATE** and the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

Location

Local Name 1) Cherry Street 2) Oak Street Route 1) MUN 3045 2) MUN 3050A Length 0.02 mi.
Termini 1) AT Metra/ UPRR 2) AT Metra/ UPRR

Current Jurisdiction LPA/ STATE TIP Number 02-16-0011 Existing Structure No 1) 016-8256
2) 016-8257

Project Description

Construction, Construction Engineering for the management of bridge superstructure replacements, and Utility Relocation for the rehabilitation of Oak Street and Cherry Street Bridges.

Division of Cost

Type of Work	STP-Br	%	%	LPA	%	Total
Participating Construction	3,627,634	(*)	()	906,909	(BAL)	4,534,543
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	331,906	(*)	()	82,976	(BAL)	414,882
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities	80,000	(*)	()	20,000	(BAL)	100,000
Materials						
TOTAL	\$ 4,039,540			\$ 1,009,885		\$ 5,049,425

*Maximum FHWA (STP-Br) participation 80% not to exceed \$4,039,540.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of **LPA** Obligation) _____
METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---**LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield,

Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/railroad** agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or

from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence

of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 5 – GATA Reporting

Number 1- Location Map. Number 2 – LPA Appropriation Resolution Number 3 - Maintenance Number 4 - ICC Agreement

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Chris Rintz

Name of Official (Print or Type Name)

Village President, Village of Winnetka

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6006162 conducting business as a Governmental
Entity.

DUNS Number 010590784

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



Agenda Item Executive Summary

Title: Resolution No. R-20-2019: Approval of Phase III Construction Engineering Agreement for Oak and Cherry Street Bridges (Adoption)

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

Agenda Date: 02/19/19

Consent: ☐ YES ☒ NO

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

Item History:

The Village's 2019 budget itemizes Motor Fuel Tax (MFT) funds to be used for the Village's share of the Construction Engineering Services (Phase III) for a federal aid project for improvements to the Oak Street and Cherry Street bridges.

Executive Summary:

The Village is scheduled to replace the superstructures on both the Oak and Cherry Street Bridges beginning in the spring of 2019. The proposed improvement to both bridges is being bid as a single project. The project and federal funding has been approved by IDOT.

Due to the complexity of the project, the Village will be using Construction Engineering Services provided by Baxter and Woodman, Inc. Also known as a Resident Engineer, the on-site service provides the Village with a technical field representative to observe the contractor's construction activities, to serve as the owner's "eyes and ears" during construction, and to promptly address construction issues as they arise. The Resident Engineer will be the main point of communication between the contractor, the railroad, IDOT, and the Village as work progresses. The Resident Engineer will track all progress on the project, including the review of documents from the contractor, analysis of plans prior to construction, and maintenance of project files. The Resident Engineer is there to record what has been installed or constructed, what hasn't started, and what parts are a work-in-progress. Their photos and records validate the quantity of materials that come to and leave the site.

Baxter & Woodman will provide full-time on-site Resident Engineering services, Project Management, and complete reviews of all work and submittals. As the on-site representative for the Village, they will properly document and inspect the work to ensure it meets the Federal requirements for the funding obtained. Baxter & Woodman will initiate bi-weekly progress meetings with the contractor, IDOT, and Village staff to discuss the project status, provide website updates to the Village, and be the liaison with IDOT Bureau of Construction. All documentation will be in accordance with IDOT requirements, proper audits will be conducted, and the final project documents will be provided to IDOT for final approval.

Executive Summary (continued):

In order to obtain Federal reimbursement for its expenditures for construction engineering services, the Village must enter into an agreement with the Village's Engineering firm using the IDOT forms for Construction Engineering Services for Federal Participation (attached form BLR 05611).

Baxter and Woodman, Inc. has successfully completed the Phase 1 and II design for this project. Based on their performance, believes they will continue to provide the same high level of service serving as Resident Engineer during the duration of the construction.

Construction engineering service costs are eligible for Federal reimbursement at the rate of 80%. The Village will be using allocated Motor Fuel Tax Dollars to pay for the Village's portion of construction engineering services. The proposal received from Baxter & Woodman for Construction Engineering Services is \$414,882; the Village's obligated portion (20%) will be \$82,976.

The 2019 Approved budget has committed MFT funds for this project in an amount not to exceed \$912,000; Account No. 200.12.01-650. Staff believes the \$912,000 approved MFT funds for this fiscal year will be sufficient to meet any payment obligations. Any additional obligation funds will be budgeted in the 2020 budget and subsequent years as needed.

Recommendation:

Consider adopting Resolution No. R-20-2019 authorizing the Village to enter into a Construction Engineering Service Agreement for Federal Participation (IDOT form BLR 05611) with Baxter and Woodman, Inc. for an obligation not to exceed \$82,976.

Attachments:

Resolution No. R-20-2019

IDOT BLR Form 05611 - Construction Engineering Services Agreement for Federal Participation

RESOLUTION NO. R-20-2019

**A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING AGREEMENT
FOR FEDERAL PARTICIPATION IN CONNECTION WITH THE CONSTRUCTION
OF IMPROVEMENTS TO THE OAK STREET AND CHERRY STREET BRIDGES**

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

WHEREAS, the Village was awarded federal funds (collectively, ***“Phase I and II Grants”***) for the design of (***“Phase I”***) and preliminary engineering for (***“Phase II”***) improvements to the Oak Street and Cherry Street bridges located within the Village (***“Project”***); and

WHEREAS, to receive the Phase I and II federal funds, the Illinois Department of Transportation (***“IDOT”***) required the Village to enter into Local Agency Agreements for Federal Participation with IDOT setting forth the rights and responsibilities of the Village and IDOT in connection with the completion of the Project; and

WHEREAS, the Village completed Phase I and Phase II of the Project and now desires to engage in the construction engineering for the Project (***“Phase III”***) to oversee construction of the Project; and

WHEREAS, the Village was awarded federal funds for Phase III (***“Phase III Grant”***); and

WHEREAS, Baxter & Woodman, Inc. (***“Consultant”***) submitted a proposal to the Village to perform Phase III construction engineering in the not-to-exceed amount of \$414,882; and

WHEREAS, pursuant to the terms of the Phase III federal funds, up to \$331,906 of the Phase III Project cost will be paid by the Phase III federal funds, and up to \$82,976 of the Phase III Project cost will be paid by the Village as a local match; and

WHEREAS, to receive the Phase III federal funds, IDOT requires the Village to enter into a Construction Engineering Services for Federal Participation Agreement (***“Agreement”***) with Consultant; and

WHEREAS, the Village Council has determined that is in the best interest of the Village to enter into the Agreement;

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.

February 19, 2019

R-20-2019

SECTION 2: APPROVAL OF AGREEMENT. The Village Council approves the Agreement with Consultant in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Agreements.

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 19th day of February, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

Agreement

Local Public Agency Village of Winnetka	LOCAL AGENCY	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	CONSULTANT	Consultant Baxter & Woodman, Inc
County Cook				Address 8678 Ridgefield Rd
Section 15-00104-00-BR				City Crystal Lake
Project No. PHYV(585)				State Illinois
Job No. C-91-239-16				Zip Code 60012
Contact Name/Phone/E-mail Address James Bernahl, PE, CFM 847.716.3261 jbernahl@winnetka.org				Contact Name/Phone/E-mail Address Craig Mitchell/ 815-444-3278 cmitchell@baxterwoodman.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name	1) Cherry Street Bridge 2) Oak Street Bridge	Route	Off System	Length	1)0.1mi 2) 0.1mi	Structure No.	016-8256 & 016-8257
Termini	1) Over Union Pacific Railroad 2) Over Union Pacific Railroad						

Description: Project consists of bridge rehabilitation, curb & gutter and sidewalk installation, HMA resurfacing, adjustment of drainage structures, storm sewers, parkway restoration and other items of work as detailed in the Plans and Specifications. Engineers Project #150754.60

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:
 - ☒ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - ☒ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - ☒ c. For soils, to obtain samples and perform testing as noted below.
 - ☒ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- ☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - ☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - ☒ g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - ☐ h. Geometric control including all construction staking and construction layouts.
 - ☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - ☒ j. Measurement and computation of pay items.
 - ☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - ☒ l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
 - ☒ m. Revision of contract drawings to reflect as built conditions.
 - ☒ n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
 - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
 12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
Formulas

- ☒ $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
☐ $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.
8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.
- 5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.
 10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Baxter & Woodman, Inc	36-2845242	\$394,739.00
Sub-Consultants:	TIN Number	Agreement Amount
Soil and Material Consultants	36-3094075	\$20,143.00
	Sub-Consultant Total:	\$20,143.00
	Prime Consultant Total:	\$394,739.00
	Total for all Work:	\$414,882.00

Executed by the LPA:

Village of Winnetka

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Exhibit A - Construction Engineering

Route: _____
 Local: Village of Winnetka
 (Municipality/Township/County)
 Section: 15-00104-00-BR
 Project: PHYV(585)
 Job No.: C-91-239-16

*Firm's **approved rates** on file with
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 144.71 %
 Complexity Factor (R) 0.00
 Calendar Days _____

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate ☐
 Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Project Initiation									
	Sr. Eng IV	8.00	\$65.61	\$524.88	\$759.55	\$0.00	\$32.50	\$190.95	\$1,507.88
	Eng III	3.00	\$34.95	\$104.85	\$151.72	\$0.00	\$32.50	\$41.91	\$ 330.98
	Clerical	2.00	\$30.90	\$61.80	\$89.43	\$0.00	\$0.00	\$21.92	\$ 173.15
Const Adm									
	Sr. Eng IV	290.00	\$65.61	\$19,026.90	\$27,533.82	\$0.00	\$845.00	\$6,873.83	\$54,279.55
	Clerical	6.00	\$30.90	\$185.40	\$268.29	\$0.00	\$0.00	\$65.78	\$ 519.47
Field Observation									
	Eng III	1640.00	\$34.95	\$57,318.00	\$82,944.87	\$0.00	\$11,635.00	\$22,025.19	\$173,923.06
	Eng I	840.00	\$29.04	\$24,393.60	\$35,299.97	\$0.00	\$4,957.31	\$9,374.37	\$74,025.25
Complete Project									
	Sr. Eng IV	20.00	\$65.61	\$1,312.20	\$1,898.88	\$0.00	\$65.00	\$475.03	\$3,751.11
	Eng III	600.00	\$34.95	\$20,970.00	\$30,345.68	\$0.00	\$4,875.00	\$8,147.64	\$64,338.32
	Eng I	240.00	\$29.04	\$6,969.60	\$10,085.70	\$0.00	\$1,760.35	\$2,728.27	\$21,543.92
	Clerical	4.00	\$30.90	\$123.60	\$178.86	\$0.00	\$0.00	\$43.85	\$ 346.31
Material Testing						\$20,143.00	\$0.00		\$20,143.00
Totals		3,653.0		\$130,990.83	\$189,556.77	\$20,143.00	\$24,202.66	\$49,988.74	\$414,882.00



Agenda Packet P. 142

Exhibit C **Federal Qualification Based Selection (QBS) Checklist**

Exhibit C does not apply.
See attached Village letter

Local Public Agency _____
 Section Number _____
 Project Number _____
 Job Number _____

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

☐ Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? ☐ Yes ☐ No			
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? ☐ Yes ☐ No If no, IDOT's approval date: _____			
3.	Was the scope of services for this project clearly defined? ☐ Yes ☐ No			
4.	Was public notice given for this project? ☒ Yes ☐ No Due date of submittal: _____ Method(s) used for advertisement and dates of advertisement: _____			
5.	Do the written QBS policies and procedures cover conflicts of interest? ☐ Yes ☐ No			
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? ☐ Yes ☐ No			
7.	Do the written QBS policies and procedures discuss the method of evaluation? ☐ Yes ☐ No			
	Criteria for this project	Weighting	Criteria for this project	Weighting
	_____	_____ %	_____	_____ %
	_____	_____ %	_____	_____ %
	_____	_____ %	_____	_____ %
	_____	_____ %	_____	_____ %
8.	Do the written QBS policies and procedures discuss the method of selection? ☐ Yes ☐ No			
	Selection committee (titles) for this project: _____			
	Top three consultants selected for this project in order: 1) _____			
	2) _____ 3) _____			
	If less than 3 responses were received, IDOT's approval date: _____			
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? ☐ Yes ☐ No			
10.	Were negotiations for this project performed in accordance with federal requirements? ☐ Yes ☐ No			
11.	Were acceptable costs for this project verified? ☐ Yes ☐ No ☐ LPA will rely on IDOT review and approval of costs.			
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? ☐ Yes ☐ No			
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? ☐ Yes ☐ No			



*Office of the Assistant Director of Public Works and Engineering
James J. Bernahl, P.E., CFM
(847) 716-3261*

October 3, 2018

Mr. Christopher Holt, P.E.
Bureau of Local Roads and Streets
Illinois Department of Transportation
Division of Highways, District 1
201 West Center Court
Schaumburg, Illinois 60196-1096

Attention: Temi Latinwo, Bureau of Local Roads and Streets

Subject: Village of Winnetka
Cherry and Oak Street Bridge Improvements
Section No.: 15-00104-00-BR

Dear Mr. Holt:

This is to inform you that we have selected Baxter & Woodman, Inc. of Crystal Lake, Illinois to perform construction engineering services for Phase III of the Oak Street and Cherry Street Bridge Improvements over the Union Pacific Railroad.

The Village had conducted a Qualified Based Selection process of engineering firms to complete this multi-phase, multi-year project. During this process, the Village publicly solicited statements of interest from consulting firms prequalified with IDOT that have completed similar projects to this scope of work.

Statements of Qualifications were submitted to the Village and interviews were conducted with selected consulting firms. After interviewing, the Village of Winnetka staff evaluated and concluded that Baxter & Woodman, Inc. was the most-qualified firm to complete this project and would be recommended to IDOT for approval upon successful negotiations. This process was completed in January 2016.

Please accept this letter as confirmation for complying with the Quality Based Selection process at the time the project originated.

Sincerely,

James J. Bernahl, P.E., CFM
Assistant Director of Public Works and Engineering

Public Works Department
1390 Willow Road, Winnetka IL 60093



Agenda Item Executive Summary

Title: Ordinance No. M-3-2019: 720 Humboldt Avenue - Variations (Introduction/Adoption)

Presenter: David Schoon, Director of Community Development

Agenda Date: 02/19/2019

Consent: ☐ YES ☒ NO

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

Item History:

None.

Executive Summary:

On February 19, the Village Council is scheduled to consider Ordinance No. M-3-2019 in response to an application submitted by John Robert and Susan Hollender (the Applicants), as the owners of the property located at 720 Humboldt Avenue (the Subject Property). The Applicants are requesting approval of the following variations from the Zoning Ordinance to allow additions to the existing residence on the Subject Property:

1. A variation to allow a total Gross Floor Area of 13,548.19 square feet, whereas a maximum of 9,347.27 square feet is permitted, a variation of 4,200.92 square feet (44.94%) [It should be noted the site currently has a total of 13,186.66 square feet, exceeding the maximum permitted by 41%];
2. A variation to allow a corner (front) yard setback of 24.42 feet, whereas a minimum of 35.9 feet is required, a variation of 11.48 feet (31.98%); and
3. A variation to allow a total garage width for all front facing garages of 48.92 feet, whereas a maximum of 22 feet is permitted, a variation of 26.92 feet (122.36%); and a total of four 9-foot wide front facing garage doors, whereas a maximum of two 9-foot wide front facing garage doors are permitted.

The application was considered by the Zoning Board of Appeals (ZBA) at its September and October 2018 meetings and its January 2019 meeting. On January 14, the ZBA recommended approval of the requested variations by a vote of 5 to 0. Since the Applicants' request evolved over time through the ZBA review process, attached is an Agenda Report to explain how the Applicants revised their proposal to address the concerns of the ZBA. Additionally, details of the request can be found in the attached staff report to the ZBA. For additional details, please reference this report, which is included as Attachment 3.

Recommendation:

Consider waiving introduction and adopting Ordinance No. M-3-2019 OR consider only introduction of Ordinance No. M-3-2019.

The Ordinance would grant variations from the maximum gross floor area, minimum corner (front) yard setback, and the front facing attached garage regulations to allow construction of additions on the existing residence at 720 Humboldt Avenue.

Attachments:

- Attachment 1: Village Council Agenda Report
- Attachment 2: Ordinance No. M-3-2019
- Attachment 3: ZBA Staff Report
- Attachment 4: Application Materials
- Attachment 5: Excerpt of draft January 14, 2019 ZBA meeting minutes
- Attachment 6: Excerpt of October 8, 2018 ZBA meeting minutes
- Attachment 7: Excerpt of September 10, 2018 ZBA meeting minutes



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, DIRECTOR
DATE: FEBRUARY 14, 2019
SUBJECT: ORDINANCE NO. M-03-2019 - 720 HUMBOLDT AVENUE - VARIATIONS

INTRODUCTION

On February 19, 2019, the Village Council is scheduled to consider the Zoning Board of Appeals recommendation and approval of Ordinance No. M-03-2019 regarding an amended request filed by John Robert Hollender and Susan Hollender (the "Applicants") as the owners of the property commonly known as 720 Humboldt Avenue (the "Subject Property"), for variations of the Winnetka Zoning Ordinance to allow construction of additions to the existing residence on the Subject Property. In summary, the proposed additions include creating garage space closer to the kitchen for easier access to the home and to provide space for pool equipment and a covered porch. On the following page is an excerpt from the site plan for the project. The Applicants' request requires the following variations:

- A variation to allow a total gross floor area of 13,548.19 square feet, whereas a maximum of 9,347.27 square feet is permitted, a variation of 4,200.92 square feet (44.94%) [It should be noted the site currently has a total of 13,186.66 square feet, exceeding the maximum permitted by 41%];
- A variation to allow a corner (front) yard setback of 24.42 feet along Humboldt Avenue, whereas a minimum of 35.9 feet is required, a variation of 11.48 feet (31.98%); and
- A variation to allow a total garage width for all front facing garages of 48.92 feet, whereas a maximum of 22 feet is permitted, a variation of 26.92 feet (122.36%); and a total of four (4) 9-foot wide front facing garage doors, whereas a maximum of two (2) 9-foot wide front facing garage doors are permitted.

In this case, it is important to note the extent to which the existing residence is nonconforming. The following table compares the Zoning Code requirements as well as the difference between the existing conditions and the current proposal.

	Code Requirement	Existing Conditions	Current Proposal*
Maximum GFA	9,347.27 square feet	13,186.66 square feet	13,548.19 square feet
Minimum Corner (Front) Yard Setback	35.9 feet	32.71 feet	24.42 feet
Maximum Front-Facing Attached Garage Width	22 feet	49.34 feet	48.92 feet
Maximum Front-Facing Attached Garage Door Width	Two 9-foot wide doors	Three 8-foot wide doors & One 9.83-foot wide doors	Four 9-foot wide doors

* Same as 01.14.19 proposal before the ZBA.

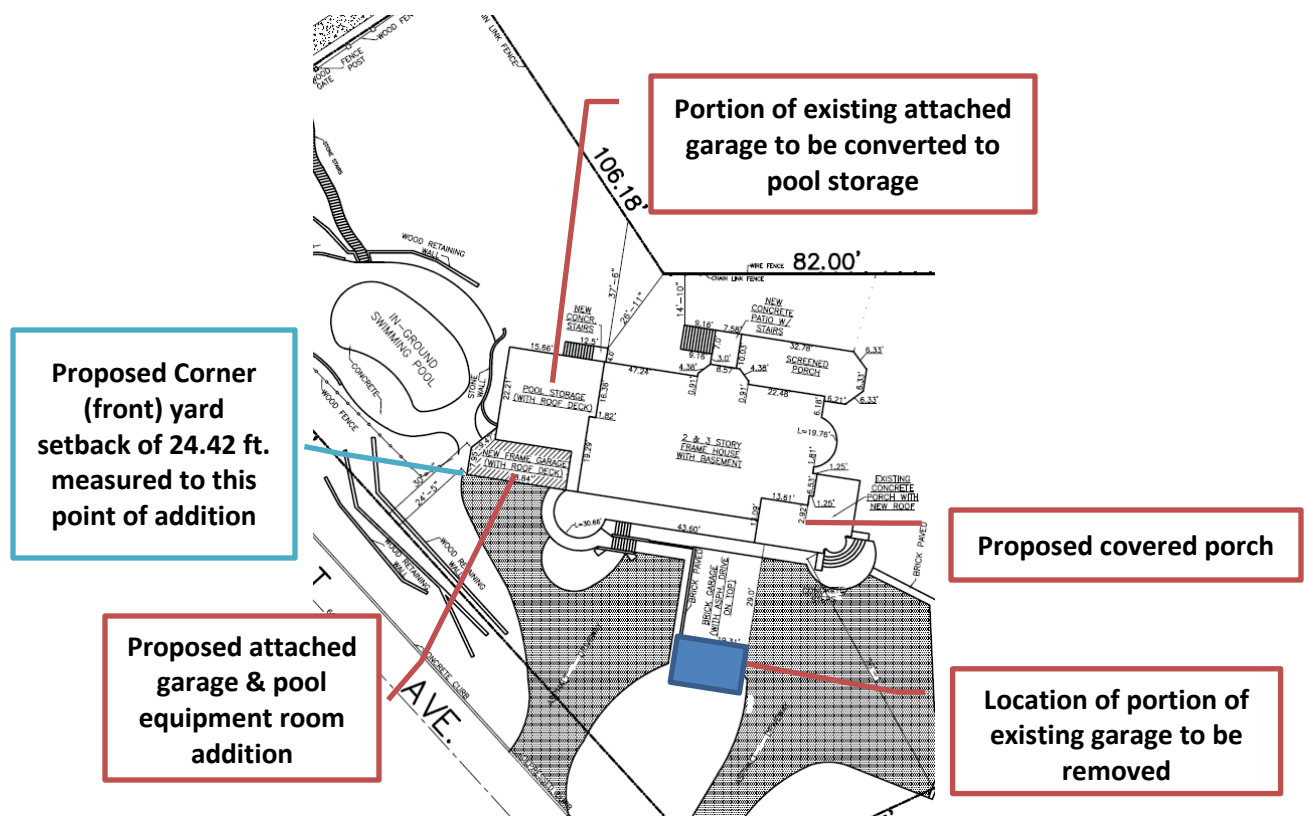


Figure 1 – Current Proposal Site Plan

ADVISORY BOARD CONSIDERATION

The Zoning Board of Appeals discussed this case over three meetings (September 10, 2018, October 3, 2018 and January 14, 2019). Additional details of the request and the ZBA's consideration is included in the attached January ZBA Staff Report (Attachment 3) and meeting minutes (Attachment 5).

During those meetings the ZBA focused its discussions with the Applicants to limit the increase in the amount of gross floor area (GFA) by reducing the GFA of the existing garage area and to minimize the proposed new GFA. Overtime the Applicants made the following changes to address the concerns of the ZBA:

October Changes:

- Garage addition reduced by approximately 204 square feet;
- Eliminated balcony over proposed covered porch.

January Changes (Current Proposal):

- Removed approximately 187 square feet of existing three-car garage;
- Pool equipment room addition reduced by approximately 11 square feet.

At the first meeting the ZBA considered the request, a neighbor expressed concern regarding the proposed covered porch and the balcony that would be added above the covered porch. In response to the neighbor's concern, the Applicants revised the plans to eliminate the balcony above the proposed covered porch.

The following table summarizes how the Applicants' proposal has evolved over time through this process.

	Existing Conditions	09.10.18 Proposal	10.08.18 Proposal	Current Proposal*
Maximum GFA	13,186.66 s.f.	13,949.7 s.f.	13,745.96 s.f.	13,548.19 s.f.
Minimum Corner (Front) Yard Setback	32.71 feet	21.58 feet	24.42 feet	24.42 feet
Maximum Front-Facing Attached Garage Width	49.34 feet	48.92 feet	48.92 feet	48.92 feet
Maximum Front-Facing Attached Garage Door Width	Three 8-foot wide doors & One 9.83-foot wide doors	Four 9-foot wide doors	Four 9-foot wide doors	Four 9-foot wide doors

* Same as 01.14.19 proposal before the ZBA.

The current proposal (a) increases the gross floor area by 361.53 square feet, (b) sets the home with its attached garages closer to the corner front yard lot by 8.29 feet, and (c) continues to propose two separate garages, which in total exceed the maximum allowed front facing garage door width by 26.92 feet and the maximum number of front facing garage doors by two.

After considering the Applicant's request at three separate meetings, on January 14, the ZBA recommended, by a vote of 5 to 0, approval of the requested variations. The ZBA found the existing topography of the Subject Property to be unique and the requested variations to be minimal in order to modernize and maintain a home built circa 1890.

SUMMARY

On the February 19, the Council is scheduled to consider Ordinance M-03-2019, an ordinance granting variations from the maximum gross floor area, minimum corner (front) yard setback, and the front facing attached garage regulations to allow construction of additions on the existing residence at 720 Humboldt Avenue.

Given the Zoning Board of Appeals unanimously recommended approval, the Council may wish to (a) consider waiving introduction of Ordinance M-03-2019 and consider adoption of the Ordinance OR (b) consider only introduction of Ordinance M-03-2019.

Attachment 2

ORDINANCE NO. M-3-2019

**AN ORDINANCE GRANTING VARIATIONS
FROM THE WINNETKA ZONING ORDINANCE
FOR THE CONSTRUCTION OF ONE-STORY GARAGE AND POOL EQUIPMENT
ROOM ADDITIONS AND A COVERED PORCH
WITHIN THE R-2 SINGLE FAMILY RESIDENTIAL DISTRICT
(720 Humboldt Avenue)**

WHEREAS, John Robert Hollender and Susan Hollender (collectively, "***Applicant***") are the record title owners of the parcel of real property commonly known as 720 Humboldt Avenue in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("***Subject Property***"); and

WHEREAS, the Subject Property is located within the R-2 Single Family Residential District of the Village ("***R-2 District***"); and

WHEREAS, the Subject Property is improved with a single family residence ("***Building***"), an attached garage ("***Existing Garage***"), and an in-ground swimming pool; and

WHEREAS, the Applicant desires to remove a 187-square-foot portion of the Existing Garage and construct (i) a 339-square-foot garage addition to the Building; (ii) a 74-square-foot pool equipment room addition to the Building; and (iii) a covered front porch on the southwest side of the Building (collectively, the "***Proposed Improvements***"); and

WHEREAS, pursuant to Section 17.30.040 of the Winnetka Zoning Ordinance ("***Zoning Ordinance***"), the gross floor area of the Building on the Subject Property may not exceed 9,347.27 square feet; and

WHEREAS, pursuant to Section 17.30.050 of the Zoning Ordinance, the Building on the Subject Property must have a corner (front) yard setback of at least 35.9 feet along the northwesterly property line of the Subject Property; and

WHEREAS, pursuant to section 17.30.110 of the Zoning Ordinance, a garage that faces the front yard must be no more than 22 feet wide and contain no more than two nine-foot-wide garage doors; and

WHEREAS, the existing Building has (i) a legal nonconforming gross floor area of 13,186.66 square feet ("***Building Gross Floor Area Nonconformity***"); (ii) a legal nonconforming front (corner) yard setback of 32.71 feet between the south-west wall of the Existing Garage and the North-West Property Line ("***Corner (Front) Yard Setback Nonconformity***"); and (iii) legal nonconforming front-facing garages with a total width of 49.34 feet and a total of three 8-foot-wide garage doors and one 9.83-foot-wide garage door ("***Garage Nonconformities***"); and

WHEREAS, pursuant to Section 17.64.060 of the Zoning Ordinance, a legal nonconforming building may not be enlarged or added to so as to create an additional nonconformity or increase the extent or degree of any existing nonconformity; and

WHEREAS, construction of the Proposed Improvements on the Subject Property would cause: (i) the gross floor area of the Building to increase from 13,186.66 to 13,548.19 square feet and increase the extent of the Building Gross Floor Area Nonconformity in violation of Section 17.30.040 of the Zoning Ordinance; (ii) the corner (front) yard setback between the Proposed Improvements and the north-west property line to be decreased from 32.71 feet to 24.42 feet and increase the extent of the Corner (Front) Yard Setback Nonconformity, in violation of Section 17.30.050 of the Zoning Ordinance; and (iii) the front-facing garage width to be decreased from 49.34 feet to 48.92 feet and the total garage door width to be increased from 33.83 feet to 36 feet and increasing the extent of the Garage Nonconformity, in violation of Section 17.30.110 of the Zoning Ordinance; and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for variations from: (i) Section 17.30.040 of the Zoning Ordinance to permit the gross floor area of the Building to be 13,548.19 square feet; (ii) Section 17.30.050 of the Zoning Ordinance to permit a corner (front) side setback of 24.42 feet between the Proposed Improvements and the north-west property line; and (iii) Section 17.30.110 of the Zoning Ordinance to permit the front-yard facing garages to be a total of 48.92 feet wide and have a total of four nine-foot-wide garage doors (collectively, “**Variations**”); and

WHEREAS, on September 10, 2018, after due notice thereof, the Zoning Board of Appeals (“**ZBA**”) conducted a public hearing on the Variations, which hearing was first continued to October 8, 2018 and a second time to January 14, 2019; and

WHEREAS, on January 14, 2019, by a vote of five to zero, the members then present recommended that the Council of the Village of Winnetka (“**Village Council**”) approve the Variations; and

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

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

WHEREAS, the Village Council has determined that approval of the Variations for the construction of the Proposed Improvements on the Subject Property within the R-2 District is in the best interest of the Village and its residents;

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

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

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

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

- A. **Commencement of Construction.** The Applicant must commence the removal of the 187-square-foot portion of the Existing Garage and construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvements and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. **Compliance with Plans.** The development, use, and maintenance of the Proposed Improvements on the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards: the plans prepared by RED Architects, Ltd., consisting of 13 sheets and dated January 7, 2019, a copy of which is attached to, and by this reference, made part of this Ordinance as **Exhibit B**.

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

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

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

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

SECTION 8: EFFECTIVE DATE.

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

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

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 8.A.3 of this

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

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2019.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the President
and Board of Trustees of the Village of
Winnetka, Illinois, this ____ day of
_____, 2019.

Introduced:

Passed and Approved:

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1:

ALL THAT PART OF LOT 4 IN THE RESUBDIVISION OF BLOCK 8 IN PARK ADDITION TO WINNETKA IN THE SOUTH 1/2 OF FRACTIONAL SECTIONS 16 AND 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 4 AND RUNNING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT (BEING ALSO THE SOUTHWESTERLY LINE OF SHERIDAN ROAD) 123.3 FEET TO A POINT 244.96 FEET NORTHWESTERLY FROM THE SOUTHEAST CORNER OF SAID LOT 4, THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF SAID LOT, 106.46 FEET, THENCE SOUTH ALONG A LINE DRAWN NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 4 FROM A POINT IN SAID SOUTH LINE 223 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 4, 82 FEET TO A POINT 65 FEET NORTH OF THE SOUTH LINE OF SAID LOT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, 147 FEET, THENCE NORTHWESTERLY 71.27 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 4, 130 FEET NORTHEASTERLY FROM THE ANGLE POINT IN SAID NORTHWESTERLY LINE OF LOT 4 AND THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 4 (BEING ALSO THE SOUTHEASTERLY LINE OF HUMBOLDT AVENUE) 266.89 FEET MORE OR LESS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED MAY 24, 1999 AND RECORDED JUNE 2, 1999 AS DOCUMENT 99526702 AND RE-RECORDED SEPTEMBER 16, 1999 AS DOCUMENT 99878141, AND RERECORDED OCTOBER 12, 1999 AS DOCUMENT 99957969 BETWEEN KARL V. ROHLEN, JR., AND CAROLYN WALKER ROHLEN, HIS WIFE, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 107328-08 FOR RECREATIONAL USE OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 4 IN THE RESUBDIVISION OF BLOCK 8 IN PARK ADDITION TO WINNETKA, IN THE SOUTH 1/2 OF FRACTIONAL SECTIONS 16 AND 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 4, 223 FEET WEST OF THE SOUTHEAST CORNER THEREOF, RUNNING THENCE NORTH AT RIGHT ANGLES TO SAID SOUTH LINE, 65 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, 81.0 FEET; THENCE SOUTH 65 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4, 81.0 FEET WEST OF THE PLACE OF BEGINNING; THENCE EAST 81.0 FEET TO THE PLACE OF BEGINNING.

(AFFECTS PIN 05-16-101-015-0000)

Permanent Index Number:	05-16-101-106-0000
Property Commonly Known As:	720 Humboldt Avenue, Winnetka, Illinois 60093

EXHIBIT B

Plans

(SEE ATTACHED EXHIBIT B)

NEW FRAME GARAGE WITH ROOF DECK AND FRONT WOOD DECK ADDTION TO EXISTING FRAME BUILDING

NOTES

CODE NOTES:

1. ALL WINDOWS WITHIN 24 INCHES OF THE FLOOR AND WITHIN 12 INCHES OF ANY DOOR ARE TO BE GLAZED WITH TEMPERED GLASS.
2. ALL TUB AND SHOWER ENCLOSURES ARE TO BE GLAZED WITH TEMPERED GLASS.
3. ALL SKYLIGHTS ARE TO BE GLAZED WITH SAFETY TEMPERED GLASS WITH WIRE BURGLAR SCREEN INSIDE.
4. ALL INTERIOR FINISHES TO BE A MINIMUM OF CLASS 1 (0 TO 25 F.S.R.).
5. PROVIDE A HARDWIRED SMOKE DETECTOR WITHIN 15 FEET OF EVERY BEDROOM AND AT THE TOP OF EVERY STAIR AT EACH LEVEL.
6. PROVIDE A HARDWIRED CARBON MONOXIDE DETECTOR WITHIN 40 FEET OF EVERY BEDROOM, AT LEAST ONE ON EACH LEVEL, AND ONE IN THE ROOM CONTAINING THE CENTRAL HEATING UNIT.
7. NO OPEN CUT OF VILLAGE STREETS ALLOWED & NO NEW SANITARY SERVICE.
8. NO CONCENTRATED DISCHARGE OF STORM WATER TO ADJACENT PROPERTIES SHALL BE ALLOWED.
9. PROVIDE FIRESTOPPING AT FOLLOWING LOCATIONS:
 - A) IN CONCEALED SPACES OF STUD WALLS AND PARTITIONS, INCLUDING PURRED SPACES, AT THE CEILING AND FLOOR LEVEL.
 - B) AT ALL INTERCONNECTIONS BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES SUCH AS AT SOFFITS, DROP CEILINGS, COVE CEILINGS, ETC;
 - C) IN CONCEALED SPACES BETWEEN STAIR STRINGERS AT THE TOP AND BOTTOM OF THE RUN.
 - D) AT OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS AND FIREPLACES AT CEILING AND FLOOR LEVEL.
 - E) BETWEEN STUDS AT 6'-0" HEIGHT MAX.

UNTEL SCHEDULE:

EXCEPT AS OTHERWISE NOTED, IN OPENINGS IN MASONRY WALLS, PROVIDE STEEL ANGLE FOR EACH 4" OF NOMINAL THICKNESS OF MASONRY IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

ANGLE SIZE	WIDTH OF OPENING
L1 - 3 1/2 x 3 1/2 x 3/8	UP TO 4'-6"
L2 - 1 3/8 x 3 1/2 x 5/8	UP TO 5'-6"
L3 - 1 1/2 x 3 1/2 x 5/8	UP TO 6'-6"
L4 - W 8-21	UP TO 8'-6"

ALL STEEL UNTELS SHALL BE 8" LONGER THAN THE CLEAR OPENING AT EACH END, AND MUST BEAR ON SOLID MASONRY (FILL CORERS OR FROGS WITH NON-SHRINK GROUT). ANGLES MUST BE PLACED WITH THE LONGER LEG VERTICAL UNLESS NOTED OTHERWISE.

MASONRY:

1. MASONRY CONSTRUCTION MUST CONFORM TO ACI 530-95.
2. ALL HOLLOW MASONRY UNITS SHALL BE ASTM C90 NORMAL WEIGHT, TYPE 1.
3. JOINT REINFORCEMENT FOR SINGLE WYTHE WALLS MUST BE DURO-WALL TRUSS TYPE, HOT DIPPED GALVANIZED AFTER FABRICATION. THICKNESS OF SIDE RODS SHALL BE A MINIMUM OF 3/16 INCH THICK; CROSS TIES, A MINIMUM 9 GAUGE THICK.
4. PREFORMED CONTROL JOINTS MUST BE RUBBER MATERIAL ASTM D2240 WIDE FLANGE "RAPID CONTROL JOINT" AS MANUFACTURED BY DURO-WALL.
5. JOINT FILLER MUST BE EXPANDED CLOSED CELL NEOPRENE, WIDTH AND LENGTHS.
6. MORTAR MUST BE TYPE S, 1800psi CONFORMING TO ASTM C476 USING THE PROPORTION METHOD.
7. GROUT MIX MUST ACHIEVE 3,000 PSI AT 28 DAYS. SLUMP MUST BE 7-8 INCHES IN ACCORDANCE WITH ASTM C476.
8. DEFORMED VERTICAL REINFORCING STEEL IN WALLS, WHERE REQUIRED, MUST CONFORM TO ASTM A615, NEW BILLET STEEL GRADE 60, SEE DRAWINGS FOR SIZE AND LOCATIONS.
9. LAY MASONRY UNITS IN RUNNING BOND WITH CONCAVE MORTAR JOINTS. ONE MASONRY JOINT WITH ONE UNIT MASONRY SHALL BE 8 INCHES IN HEIGHT.
10. INSTALL ALL REINFORCING IN WALLS WHERE INDICATED ON DRAWINGS. PLACE CONTROL JOINTS WHERE INDICATED ON DRAWINGS WHERE CONTROL JOINTS ARE NOT INDICATED IN WALLS, SPACING SHALL NOT EXCEED 30 FEET ON CENTER.
11. SET LOOSE UNTELS WHERE INDICATED ON DRAWINGS, AT EACH UNTEL BEARING PLACE MINIMUM TWO COURSES FILLED SOLID WITH GROUT OR SOLID MASONRY UNITS UNDER EACH UNTEL BEARING POINT, UNLESS NOTED OTHERWISE.

CONCRETE AND FOUNDATIONS:

1. ALL CONCRETE WORK MUST CONFORM TO ACI 318, STANDARD BUILDING CODE REQUIREMENTS FOR CONCRETE, LATEST EDITION.
2. CONCRETE MUST HAVE A STRENGTH OF F'c = 3,500psi AT 28 DAYS. AT THE DISCRETION OF THE CONTRACTOR, HIGH EARLY STRENGTH CONCRETE MAY BE SUBSTITUTED, IF HIGH EARLY STRENGTH CONCRETE IS USED IT MUST ATTAIN A MINIMUM STRENGTH OF 3,500psi AT 7 DAYS.
3. CONCRETE MUST BE VIBRATED IMMEDIATELY AFTER PLACING. DO NOT USE CHLORIDE ADDITIVES.
4. CONCRETE EXPOSED TO WEATHER OR POURED AGAINST THE GROUND MUST HAVE 6% AIR ENTRAINMENT.
5. FOOTINGS ARE DESIGNED FOR 3000psi SOIL BEARING CAPACITY.
6. MINIMUM COVER OF REINFORCEMENT IN CONCRETE OR CONCRETE CAST AGAINST EARTH MUST BE 3 INCHES. CONCRETE MUST HAVE MINIMUM COVER OF 2 INCHES IN OTHER LOCATIONS, IF NOT SHOWN OTHERWISE.
7. FORMS MAY BE RE-USED AS OFTEN AS PRACTICABLE.
8. DO NOT PLACE CONCRETE UNTIL ALL CONDUITS, PIPING OR OTHER EMBEDMENTS HAVE BEEN PLACED.
9. MECHANICAL PIPING UNDER SLABS MUST BE ENCASED BY A MINIMUM OF 6 INCHES OF CONCRETE.
10. EXPANSION JOINTS, WHERE SHOWN MUST BE FULL DEPTH THICKNESS OF CONCRETE.
11. CONCRETE FLOOR SLABS WILL BE BROOM FINISHED.
12. REINFORCING STEEL SHALL BE NEW BILLET STEEL CONFORMING TO ASTM A615 GRADE 60.
13. WELDED WIRE FABRIC (WWF) MUST CONFORM TO ASTM A185 GRADE 60 OR HIGHER.
14. EXCEPT FOR WWF, REINFORCING MUST NOT BE WELDED.
15. SUBMIT SHOP DRAWINGS FOR ALL REINFORCED CONCRETE WORK FOR REVIEW.
16. ALL PLACING AND DETAILING MUST CONFORM TO ACI MANUAL OF STANDARD PRACTICE FOR REINFORCEMENT.
17. ALL CONCRETE MUST BE TESTED FOR COMPRESSION STRENGTH. STANDARD TEST SPECIMENS MUST BE PREPARED AND TESTED BY AN INDEPENDENT CERTIFIED LABORATORY AND CONFORM TO ASTM C-31 AT NO ADDITIONAL COST TO OWNER. SUBMIT A COPY OF TEST REPORT TO THE OWNER AND THE ARCHITECT.
18. EACH SAMPLING MUST CONSIST OF A MINIMUM OF 2 (TWO) CYLINDERS PER OPERATION, OR WHENEVER A CHANGE OCCURS IN WATER-CEMENT RATIO OR AGGREGATE.

NOTICE TO CONTRACTORS:

1. THE CONTRACT DOCUMENTS FOR THIS PROJECT INCLUDE AN OWNER-CONTRACTOR AGREEMENT (AN EXECUTED WRITTEN PROPOSAL PREPARED BY THE CONTRACTOR DESCRIBING THE WORK) AND THESE DRAWINGS PREPARED BY THE ARCHITECT.
2. THE ARCHITECT IS PROVIDING A "PLANS ONLY" SERVICE. NO OTHER TYPE OF ARCHITECTURAL SERVICE IS INTENDED OR IMPLIED. THESE PLANS ARE ONLY TO BE USED BY COMPETENT CONTRACTORS LICENSED WITHIN THE CITY OF CHICAGO, AND KNOWLEDGEABLE IN THE BUILDING TRADES.
3. THE CONTRACTOR MUST FAMILIARIZE HIMSELF WITH THE PROJECT LOCATION AND EXISTING CONDITIONS. CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND WILL BE RESPONSIBLE FOR THEM. DISCREPANCY WITH PLANS & EXISTING CONDITIONS MUST BE REPORTED TO ARCHITECT BEFORE STARTING ANY WORK. NON-COMPLIANCE WITH THE ABOVE CONDITION DISQUALIFIES ANY CLAIMS FOR ADDITIONAL COMPENSATION.
4. THE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT AND THE ARCHITECTURAL DESIGN CONCEPT, INCLUDING THE DIMENSIONS OF THE BUILDING, THE MAJOR ARCHITECTURAL ELEMENTS, AND TYPES OF STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL SYSTEMS.
5. THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL THE WORK REQUIRED FOR REALIZATION OF THE SCOPE OR INTENT OF THE PROJECT, NOR ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. BASED ON THE GENERAL SCOPE DESCRIBED IN THESE DRAWINGS, THE

CONTRACTOR WILL FURNISH AND INSTALL ALL THE ITEMS REQUIRED FOR THE PROPER EXECUTION OF THE INTENDED SCOPE OF THIS PROJECT.

6. THE ARCHITECT'S DECISION AS TO WHAT IS INCLUDED IN THE SCOPE AND WHAT IS NOT WILL BE FINAL AND BINDING ON THE CONTRACTOR.

7. BY SUBMITTING A BID OR PRICE PROPOSAL THE CONTRACTOR CONCEDES THAT HE HAS EXAMINED AND UNDERSTANDS ALL THE CONTRACT DOCUMENTS INCLUDING THESE DRAWINGS.

8. THE INTENTION OF CONTRACT DOCUMENTS IS TO PERFORM THE WORK REQUIRED TO ACHIEVE THE FINISHED PROJECT IN A FIRST CLASS MANNER, COMPLYING WITH APPLICABLE TRADE STANDARDS AND GUIDELINES, LOCAL, STATE AND NATIONAL CODES, AND OBSERVING OSHA RULES.

9. THE START OF WORK WILL BE CONSIDERED AFFIRMATION THAT THE CONTRACTOR IS FULLY INFORMED OF THE SCOPE OF WORK AND THE TIME, WORK, MATERIALS, EQUIPMENT, APPLIANCES AND SERVICES NECESSARY TO ACHIEVE THE SCOPE OF WORK.

10. THE CONTRACTOR MUST SUBMIT TO THE OWNER AND COPY TO THE ARCHITECT A CERTIFICATE OF INSURANCE WHICH NAMES THE FOLLOWING AS ADDITIONALLY INSURED FOR THIS PROJECT:

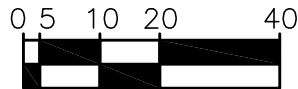
OWNER
ARCHITECT
CITY OF CHICAGO

GENERAL NOTES:

1. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.
2. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE - DO NOT SCALE DRAWINGS.
3. INTERIOR DIMENSIONS ARE TO THE FACE OF A WALL UNLESS NOTED OTHERWISE.
4. EXTERIOR DIMENSIONS ARE TO THE FACE OF MASONRY FOUNDATION WALLS. UPPER FLOORS ARE TO THE FACE OF SHEATHING, OR MASONRY IF USED.
5. EXTERIOR DIMENSIONS OF FRAME WALLS ARE TO FACE OF SHEATHING UNLESS NOTED OTHERWISE.
6. ALL MATERIALS AND EQUIPMENT MUST BE INSTALLED IN COMPLIANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.
7. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND PROPER DISPOSAL OF ALL DEBRIS GENERATED BY THE WORK. CLEAN UP IS REQUIRED ON A DAILY BASIS. DISPOSE OF DEBRIS LEGALLY.
8. CONTRACTORS IS TO GUARANTEE ALL THE WORK, MATERIALS AND LABOR IN WRITING FOR A MINIMUM OF ONE (1) YEAR AGAINST ALL DEFECTS OF MATERIALS, EQUIPMENT AND WORKMANSHIP.
9. STRUCTURAL DESIGN CRITERIA:
 - 1. ROOF: SNOW LOAD=30PSF, DEAD LOAD=20PSF, WIND UPLIFT LOAD=30PSF TOTAL LOAD=50PSF AND/OR PORCH
 - 2. STAIRWAY & BALCONY RAILINGS (EXTERIOR & INTERIOR) MUST BE DESIGNED TO RESIST A SIMULTANEOUS VERTICAL AND HORIZONTAL THRUST OF 50PLF AND A 200 PLF LOAD AT ANY LOCATION ALONG THE RAIL
 - 3. PORCH, DECK AND BALCONY LIVE LOAD 100 PSF, DEAD LOAD 10 PSF
 - 4. FLOOR: LIVE LOAD=40PSF, DEAD LOAD=10PSF --- TOTAL LOAD=50PSF.
 - 5. LUMBER: DOUGLAS LARCH No1 or BETTER
 - Fb=1000psi
 - Fc=625psi
 - Ft=675psi
 - Fv=1450psi
 - E=1,600,000
 - 6. SOIL BEARING: MINIMUM 3,000psi, CONCRETE: 3,500psi @ 28 DAYS
 - 7. STEEL REINFORCING ROLL SECTIONS CONFORM TO A572, AND A36
 - 8. ALL MANUFACTURED BEAMS TO BE MICROLAM 1.9 E
 - 9. PARTITION LOAD 5LB PER L.F.

CARPENTRY NOTES:

1. INSTALL DOUBLE JOISTS UNDER ALL PARALLEL PARTITIONS AND UNDER ANY TUB OR WHIRLPOOL.
2. TYPICAL DOOR OR WINDOW HEADER TO BE 2-2X8 UNLESS NOTED OTHERWISE.
3. PROVIDE GALVANIZED SHEET METAL DRIP CAPS AT ALL EXTERIOR DOORS AND WINDOW OPENINGS.
4. INSTALL DOUBLE FRAMING AROUND ALL FLOOR OR ROOF OPENINGS OR AS INDICATED, INCLUDING STAIRS OPENINGS AND ACCESS PANELS.
5. DO NOT CUT OR DRILL THROUGH THE BOTTOM THIRD OF ANY BEAM OR JOIST.
6. AN INSPECTION OF FLOOR JOISTS MUST BE CONDUCTED BEFORE COVERING WITH SHEATHING.



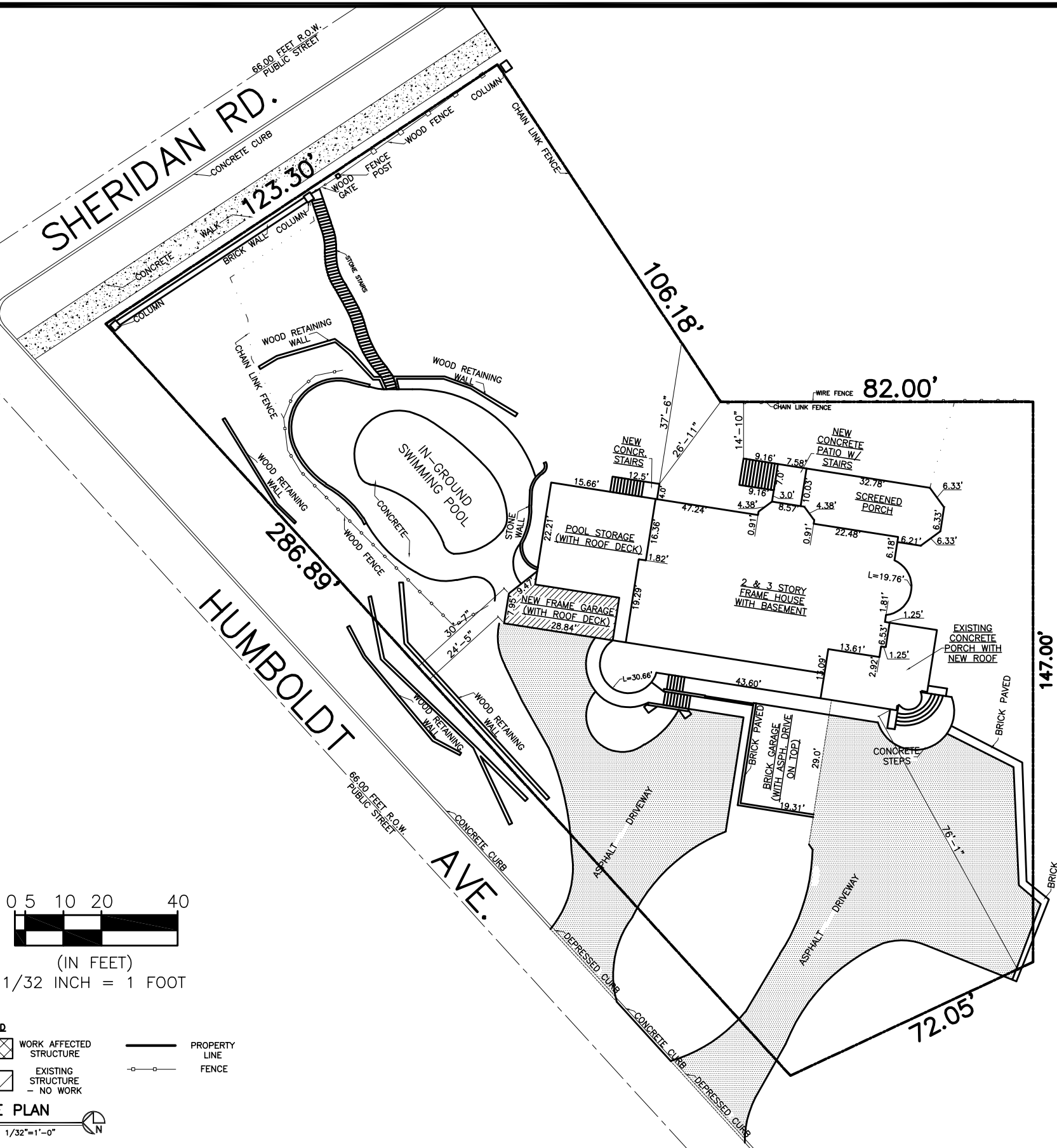
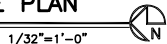
(IN FEET)
1/32 INCH = 1 FOOT

LEGEND

- WORK AFFECTED STRUCTURE
- PROPERTY LINE
- EXISTING STRUCTURE - NO WORK
- FENCE

SITE PLAN

SCALE: 1/32"=1'-0"



NOTES, & SITE PLAN

720 HUMBOLDT ST
WINNETKA, IL

SCOPE OF WORK:

1. NEW FRAME GARAGE WITH ROOF DECK AND FRONT WOOD DECK ADDITION TO EXISTING FRAME BUILDING
2. DEMOLISH EXISTING REAR WOOD DECKS
3. ERECT NEW WOOD FRONT PORCH
4. ERECT NEW FRAME GARAGE

INDEX OF DRAWINGS:

- T1.0 NOTES & SITE PLAN
- D1.0 EXISTING BASEMENT PLAN
- D1.1 EXISTING FIRST FLOOR PLAN
- D1.2 EXISTING SECOND FLOOR PLAN
- D1.3 EXISTING THIRD FLOOR PLAN
- D2.0 EXISTING ELEVATIONS
- D2.1 EXISTING ELEVATIONS
- A1.0 PROPOSED BASEMENT PLAN
- A1.1 PROPOSED FIRST FLOOR PLAN
- A1.2 PROPOSED SECOND FLOOR PLAN
- A1.3 PROPOSED THIRD FLOOR PLAN
- A2.0 PROPOSED ELEVATIONS
- A2.1 PROPOSED ELEVATIONS

CERTIFICATION STATEMENT

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY CONFORM TO THE WINNETKA BUILDING CODE.

SIGNED *Frederick R. Royal* DATE: 01.07.2019
EXPIRATION DATE: 11-30-18

ENERGY CONSERVATION CODE COMPLIANCE STATEMENT

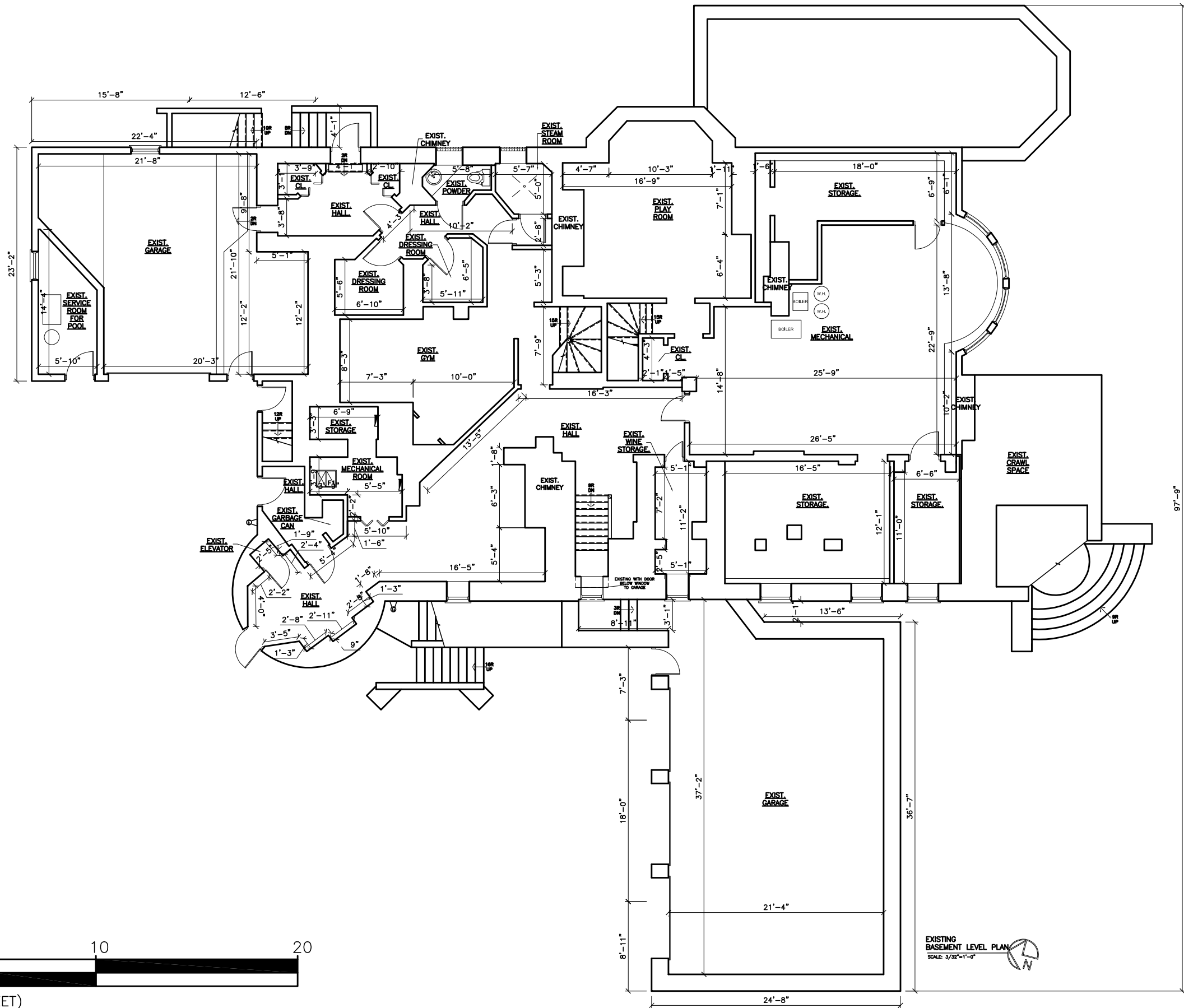
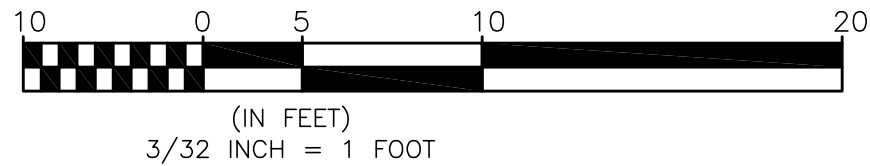
I CERTIFY THAT I AM A REGISTERED ENERGY PROFESSIONAL (REP) I ALSO CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THE PLANS FOR 720 HUMBOLDT, WINNETKA, IL FULLY COMPLY WITH THE REQUIREMENTS OF CHAPTER 18-13, ENERGY CONSERVATION OF THE MUNICIPAL CODE OF WINNETKA

SIGNED *Frederick R. Royal* DATE: 01.07.2019
EXPIRATION DATE: 11-30-18

2123 N. Damen Ave.
Chicago IL 60647
773 772 2756 office
773 772 2854 fax

ARCHITECTS
ARCHITECTURE
PLANNING
ARCHITECTURAL ENGINEERING

REVISIONS:	PROJECT: 720 HUMBOLT	SHEET: T1.0
CHECKED BY:	SCALE: 1/32" = 1'-0"	
F.E.K.	DATE:	
DRAWN BY:	01.07.2019	1 OF 13
IKJ/H		



EXISTING
BASEMENT LEVEL PLAN
SCALE: 3/32"=1'-0"

REVISIONS:
CHECKED BY: F.E.K.
DRAWN BY: IK/KH

EXISTING
BASEMENT PLAN

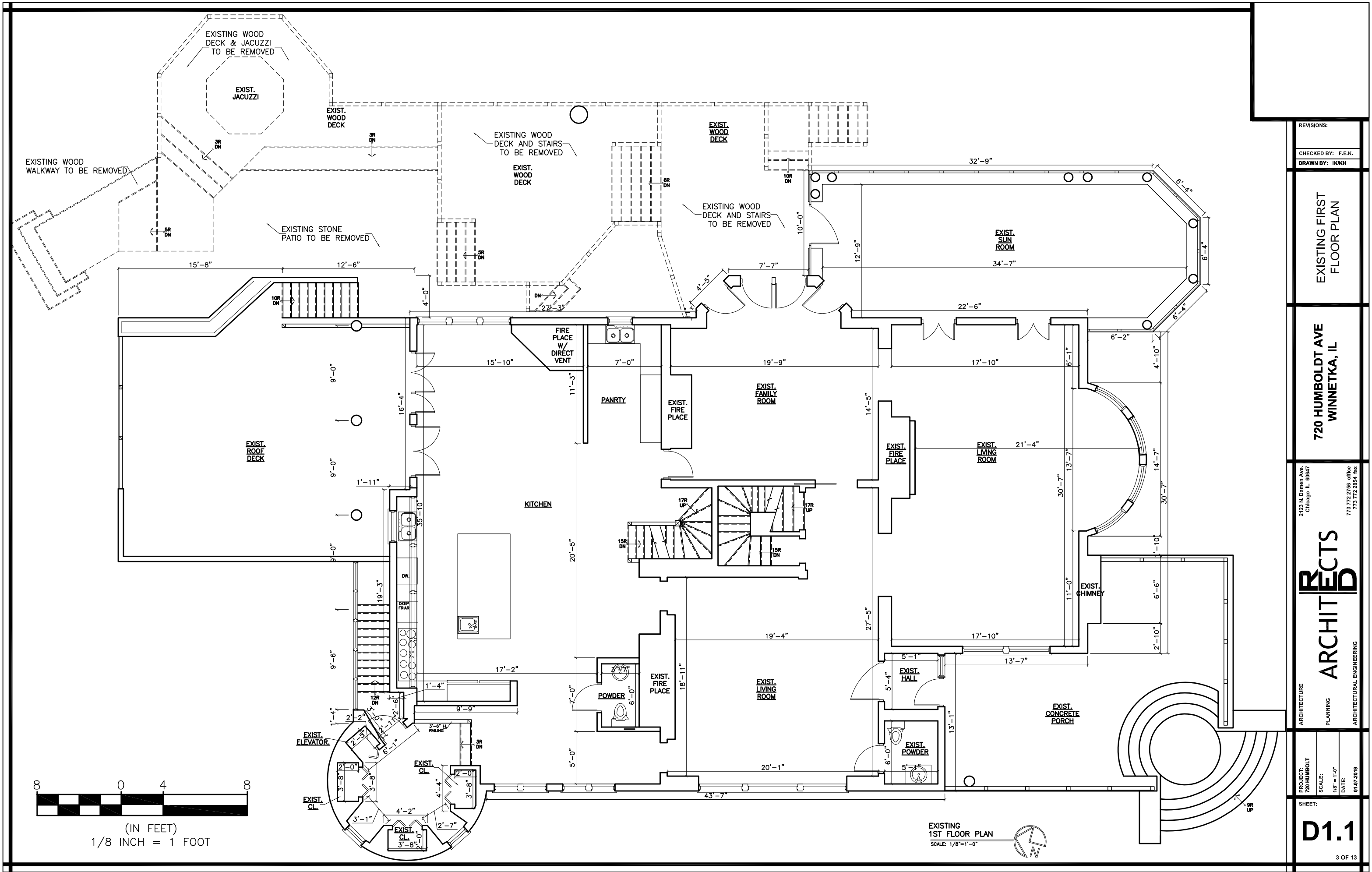
720 HUMBOLDT AVE
WINNETKA, IL

2123 N. Damen Ave.
Chicago IL 60647
773.772.2756 office
773.772.2854 fax

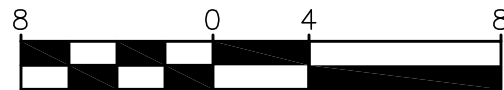
ARCHITECTURE
ARCHITECTS
PLANNING
ARCHITECTURAL ENGINEERING

PROJECT:
720 HUMBOLDT
SCALE:
3/32" = 1'-0"
DATE:
01.07.2019

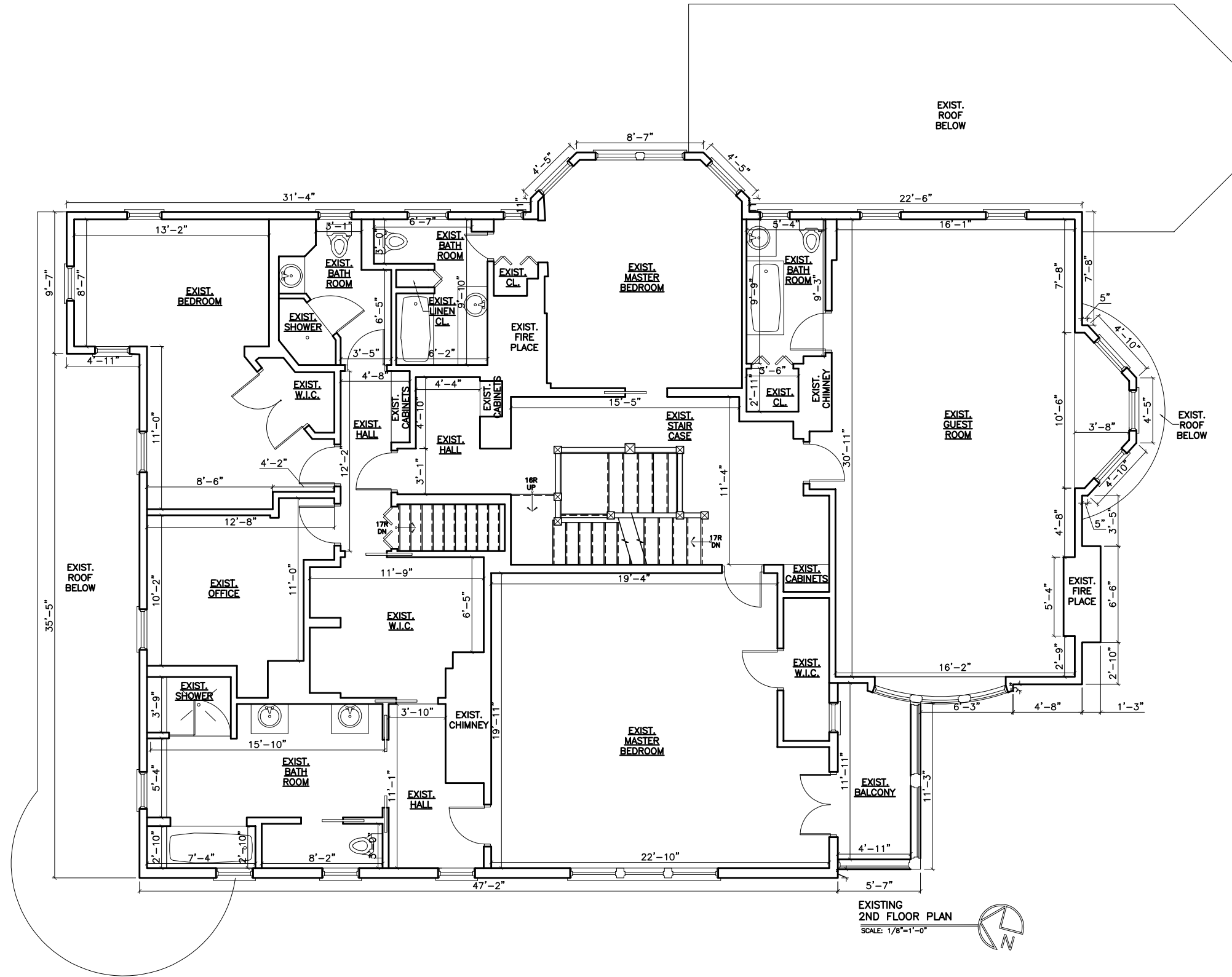
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REVISIONS:	
CHECKED BY:	F.E.K.
DRAWN BY:	IK/KH
EXISTING FIRST FLOOR PLAN	
720 HUMBLDT AVE WINNETKA, IL	
2123 N. Damen Ave. Chicago IL 60647 773.772.2756 office 773.772.2854 fax	
ARCHITECTURE	
ARCHITECTURAL ENGINEERING	
PROJECT: 720 HUMBLDT	
SCALE: 1/8" = 1'-0"	
DATE: 01.07.2019	
SHEET:	
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3 OF 13	



(IN FEET)
1/8 INCH = 1 FOOT



EXISTING
2ND FLOOR PLAN
SCALE: 1/8"=1'-0"

REVISIONS:
CHECKED BY: F.E.K.
DRAWN BY: IK/KH

EXISTING SECOND
FLOOR PLAN

720 HUMBOLDT AVE
WINNETKA, IL

2123 N. Damen Ave.
Chicago IL 60647
773.772.2756 office
773.772.2854 fax

ARCHITECTS
RECTS

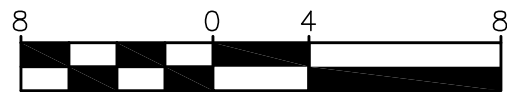
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ARCHITECTURAL ENGINEERING

PROJECT:
720 HUMBOLT
SCALE:
1/8" = 1'-0"
DATE:
01.07.2019

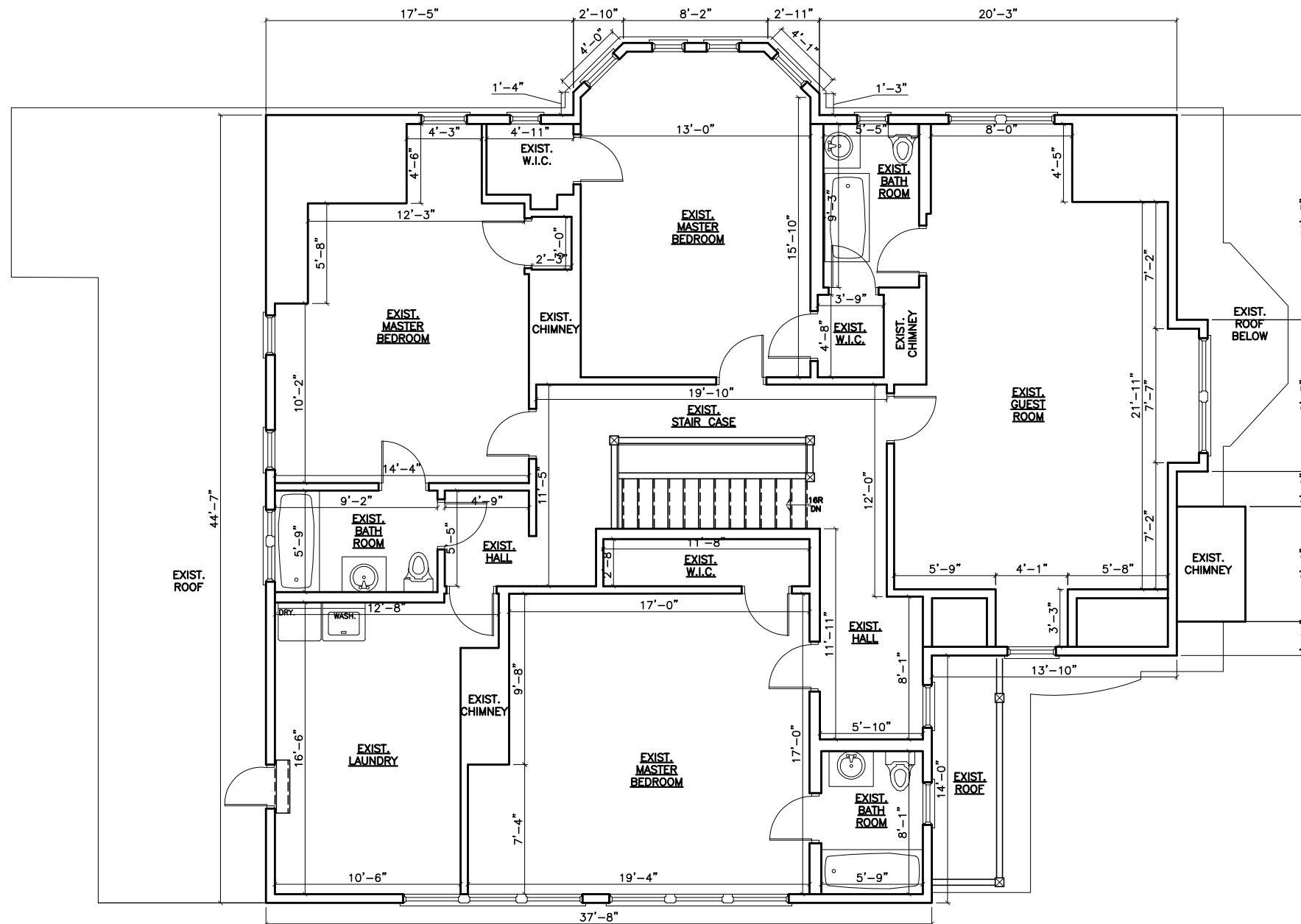
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4 OF 13



(IN FEET)
1/8 INCH = 1 FOOT



EXISTING
3RD FLOOR PLAN
SCALE: 1/8"=1'-0"



REVISIONS:
CHECKED BY: F.E.K.
DRAWN BY: IK/KH

EXISTING THIRD
FLOOR PLAN

720 HUMBOLDT AVE
WINNETKA, IL

2123 N. Damen Ave.
Chicago IL 60647
773.772.2756 office
773.772.2854 fax

ARCHITECTS
RECTS

ARCHITECTURE
PLANNING
ARCHITECTURAL ENGINEERING

PROJECT:
720 HUMBOLT
SCALE:
1/8" = 1'-0"
DATE:
01.07.2019

SHEET:

D1.3

5 OF 13



EXISTING
WEST ELEVATION
SCALE: 3/32"=1'-0"

T/ RIDGE 44'-1"
CEILING 3RD FLOOR 34'-7"
THIRD FLOOR 26'-2"
SECOND FLOOR 16'-6"
1ST FLOOR LEVEL 5'-11"
GRADE LEVEL 0'-0"
BASEMENT LEVEL -4'-4"



EXISTING
SOUTH ELEVATION
SCALE: 3/32"=1'-0"

T/ RIDGE 44'-1"
CEILING 3RD FLOOR 34'-7"
THIRD FLOOR 26'-2"
SECOND FLOOR 16'-6"
1ST FLOOR LEVEL 5'-11"
GRADE LEVEL 0'-0"
BASEMENT LEVEL -4'-4"



(IN FEET)
3/32 INCH = 1 FOOT

REVISIONS:

CHECKED BY: F.E.K.

DRAWN BY: IK/KH

EXISTING
ELEVATIONS

720 HUMBOLDT AVE
WINNETKA, IL

929 N. Damen Ave.
Chicago IL 60622

773.772.2756 office
773.772.2854 fax

PROJECTS
ARCHITECT

ARCHITECTURE
PLANNING
ARCHITECTURAL ENGINEERING

PROJECT:
720 HUMBOLT

SCALE:
3/32" = 1'-0"

DATE:
01.07.2019

SHEET:

D2.0

6 OF 13



T/ RIDGE 44'-1"

CEILING 3RD FLOOR 34'-7"

THIRD FLOOR 26'-2"

SECOND FLOOR 16'-6"

1ST FLOOR LEVEL 5'-11"

GRADE LEVEL 0'-0"

BASEMENT LEVEL -4'-4"



T/ RIDGE 44'-1"

CEILING 3RD FLOOR 34'-7"

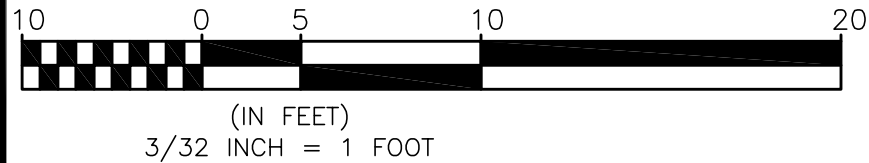
THIRD FLOOR 26'-2"

SECOND FLOOR 16'-6"

1ST FLOOR LEVEL 5'-11"

GRADE LEVEL 0'-0"

BASEMENT LEVEL -4'-4"



REVISIONS:

CHECKED BY: F.E.K.

DRAWN BY: IK/KH

EXISTING
ELEVATIONS

720 HUMBOLDT AVE
WINNETKA, IL

929 N. Damen Ave.
Chicago IL 60622
773.772.2756 office
773.772.2854 fax

ARCHITECTURE
PLANNING
ARCHITECTURAL ENGINEERING

ARCHITECTS

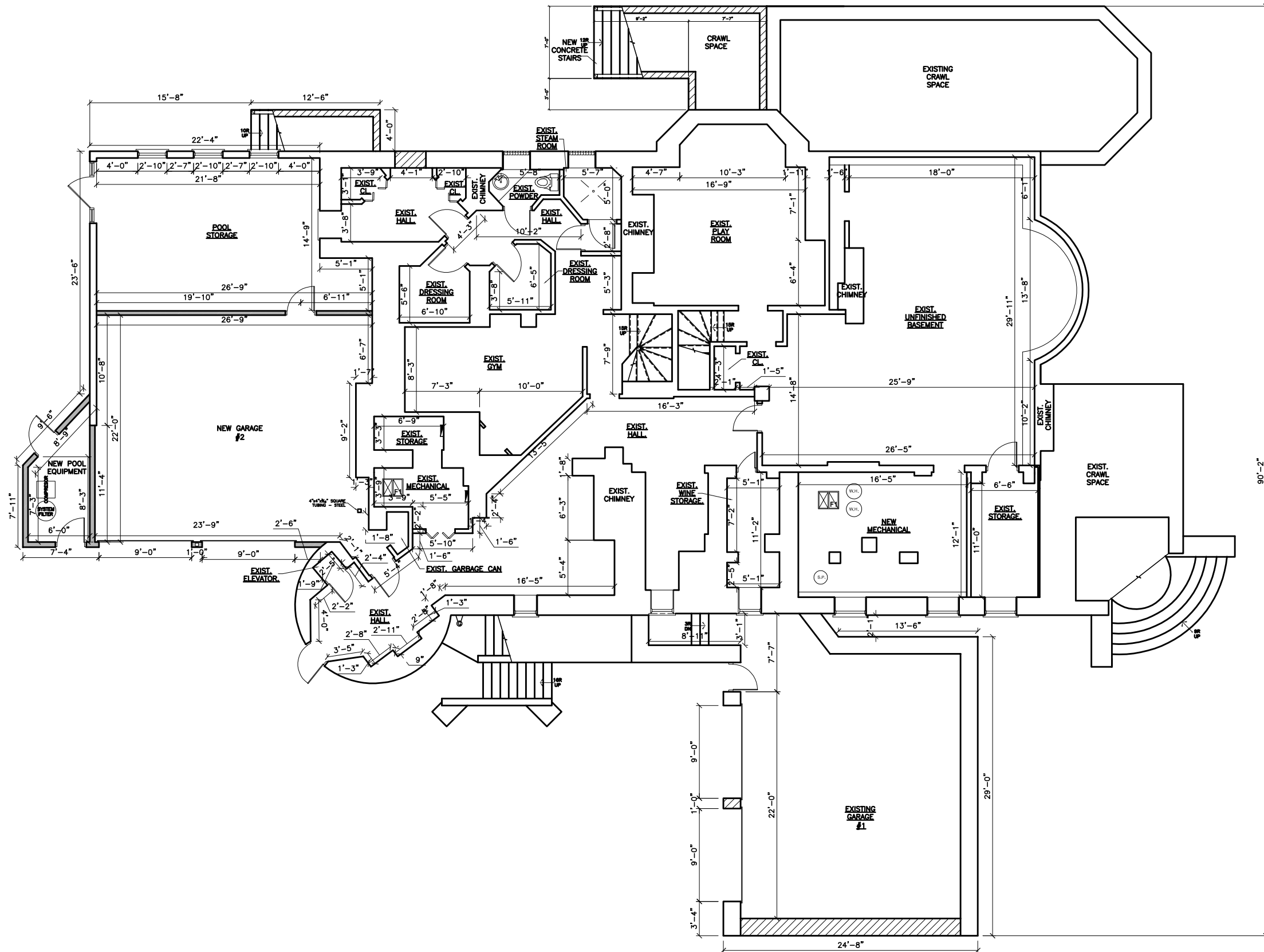
PROJECT:
720 HUMBOLT

SCALE:
3/32" = 1'-0"

DATE:
01.07.2019

SHEET:
D2.1

7 OF 13



(IN FEET)
3/32 INCH = 1 FOOT

PROPOSED
BASEMENT LEVEL PLAN
SCALE: 3/32"=1'-0"

REVISIONS:
CHECKED BY: F.E.K.
DRAWN BY: IK/KH

PROPOSED
BASEMENT PLAN

720 HUMBOLDT AVE
WINNETKA, IL

2123 N. Damen Ave.
Chicago IL 60647
773.772.2756 office
773.772.2854 fax

ARCHITECTS
RECTS

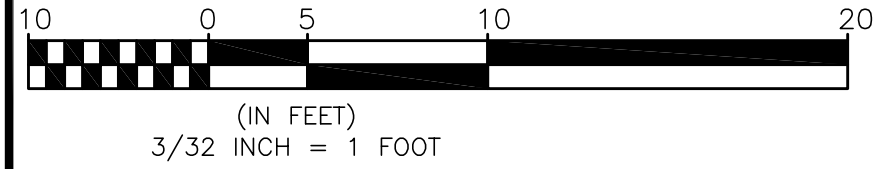
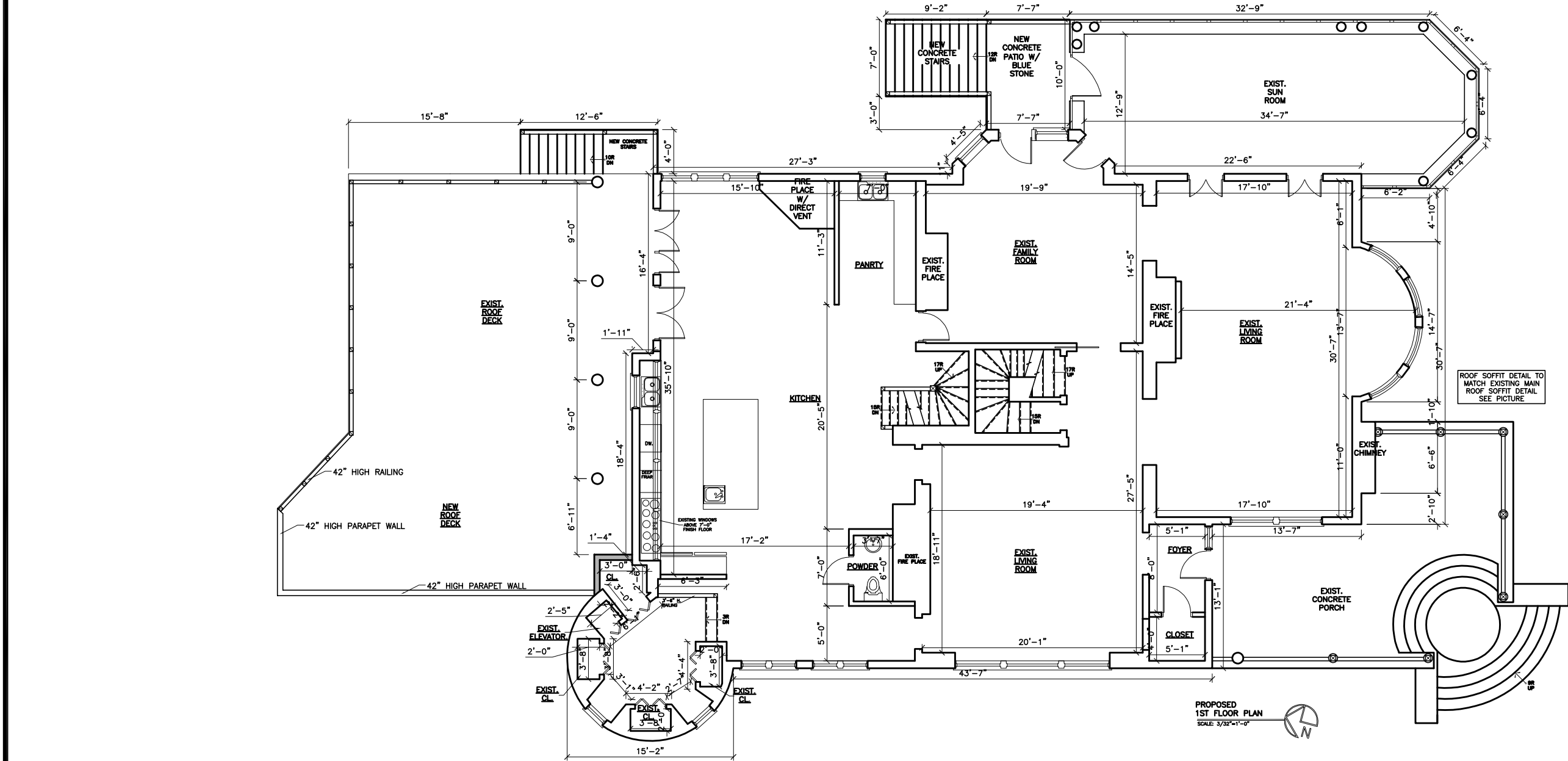
ARCHITECTURE
PLANNING
ARCHITECTURAL ENGINEERING

PROJECT:
720 HUMBOLT
SCALE:
3/32" = 1'-0"
DATE:
01.07.2019

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8 OF 13



REVISIONS:
CHECKED BY: F.E.K.
DRAWN BY: IK/KH

PROPOSED
FIRST FLOOR PLAN

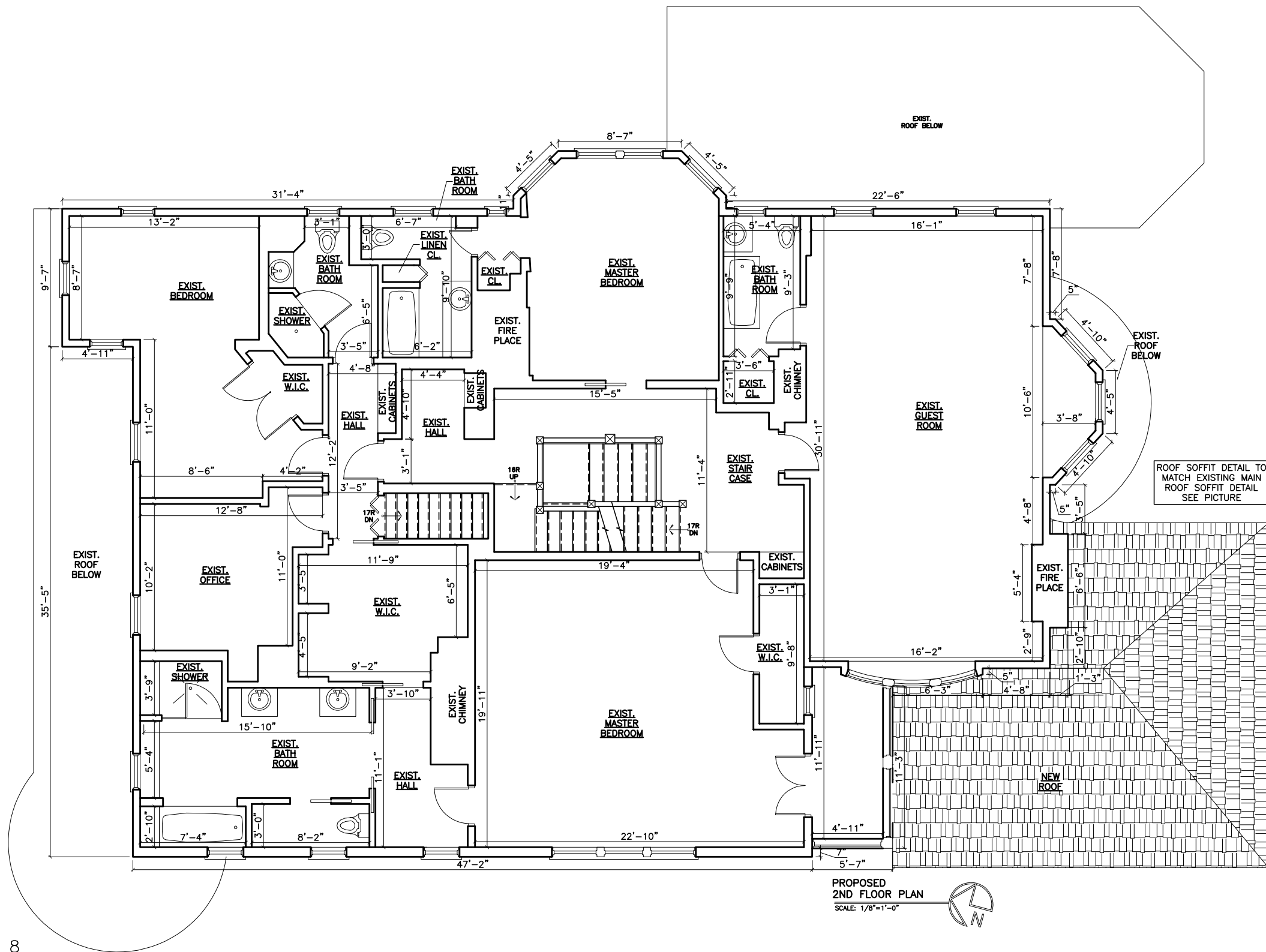
720 HUMBOLDT AVE
WINNETKA, IL

929 N. Damen Ave.
Chicago IL 60622
773.772.2756 office
773.772.2854 fax

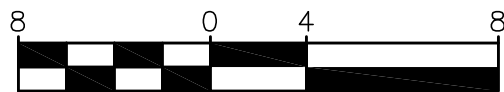
ARCHITECTURE
ARCHITECTS
PLANNING
ARCHITECTURAL ENGINEERING

PROJECT:
720 HUMBOLT
SCALE:
3/32" = 1'-0"
DATE:
01.07.2019

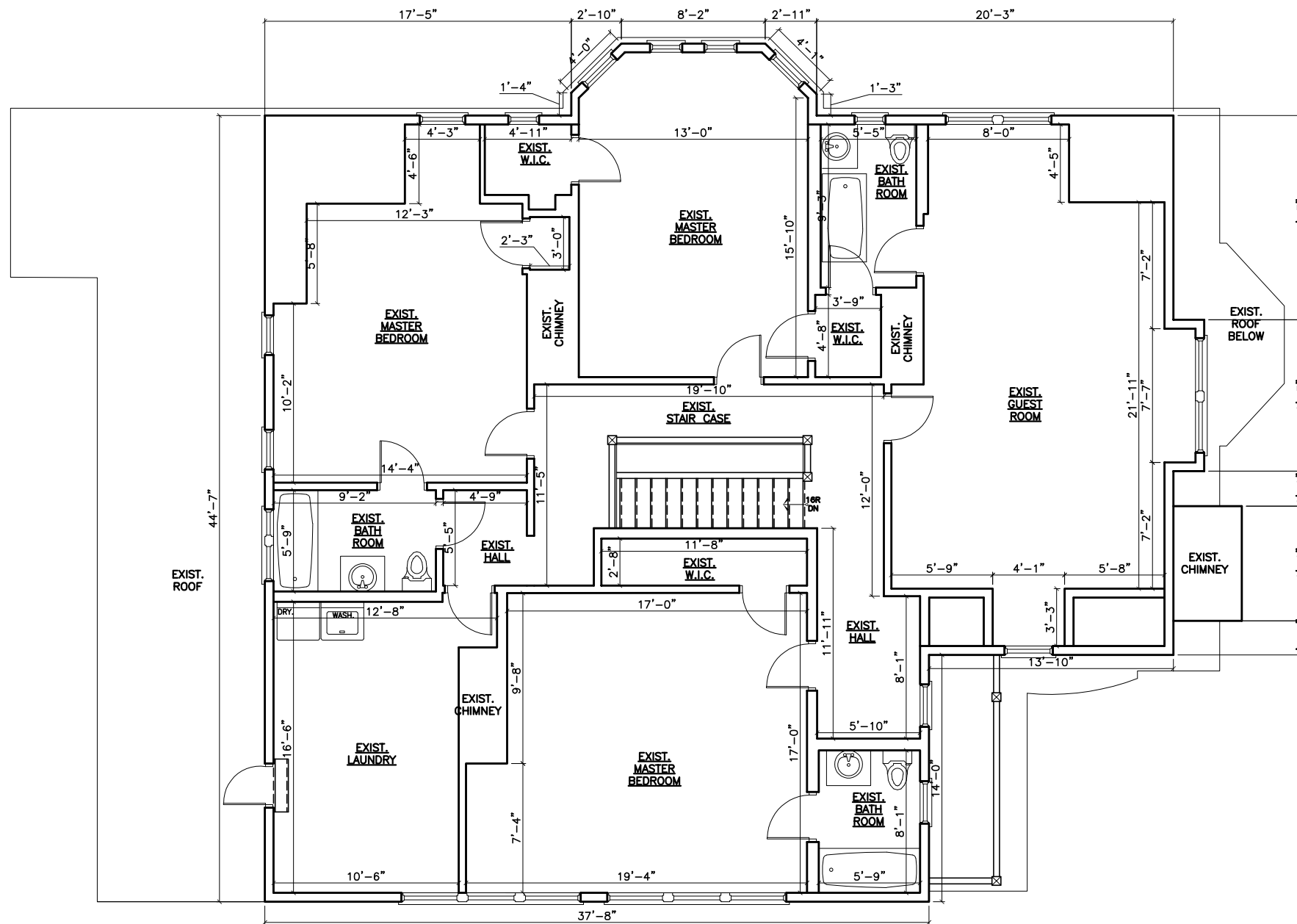
SHEET:
A1.1
9 OF 13



10 OF 13



(IN FEET)
1/8 INCH = 1 FOOT



EXISTING
3RD FLOOR PLAN
SCALE: 1/8"=1'-0"



REVISIONS:
CHECKED BY: F.E.K.
DRAWN BY: IK/KH

PROPOSED
THIRD FLOOR PLAN

720 HUMBOLDT AVE
WINNETKA, IL

929 N. Damen Ave.
Chicago IL 60622
773.772.2756 office
773.772.2854 fax

ARCHITECTS

ARCHITECTURAL ENGINEERING

PLANNING

PROJECT:
720 HUMBOLT
SCALE:
1/8" = 1'-0"
DATE:
01.07.2019

SHEET:

A1.3

11 OF 13



PROPOSED
WEST ELEVATION
SCALE: 3/32"=1'-0"

CEILING 3RD FLOOR ● 34'-7"

THIRD FLOOR ● 26'-2"

SECOND FLOOR ● 16'-6"

1ST FLOOR LEVEL ● 5'-11"

GRADE LEVEL ● 0'-0"

BASEMENT LEVEL ● -4'-4"

T/ RIDGE ● 44'-1"

CEILING 3RD FLOOR ● 34'-7"

THIRD FLOOR ● 26'-2"

SECOND FLOOR ● 16'-6"

1ST FLOOR LEVEL ● 5'-11"

GRADE LEVEL ● 0'-0"

BASEMENT LEVEL ● -4'-4"



(IN FEET)
3/32 INCH = 1 FOOT



PROPOSED
SOUTH ELEVATION
SCALE: 3/32"=1'-0"

REVISIONS:

CHECKED BY: F.E.K.

DRAWN BY: IK/KH

PROPOSED
ELEVATIONS

720 HUMBOLDT AVE
WINNETKA, IL

929 N. Damen Ave.
Chicago IL 60622

773.772.2756 office
773.772.2854 fax

PROJECTS
ARCHITECT

ARCHITECTURE
PLANNING
ARCHITECTURAL ENGINEERING

PROJECT:
720 HUMBOLT

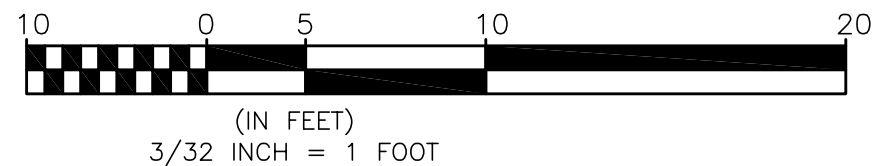
SCALE:
3/32" = 1'-0"

DATE:
01.07.2019

SHEET:

A2.0

12 OF 13



REVISIONS:

CHECKED BY: F.E.K.

DRAWN BY: IK/KH

PROPOSED
ELEVATIONS

720 HUMBOLDT AVE
WINNETKA, IL

929 N. Damen Ave.
Chicago IL 60622

773.772.2756 office
773.772.2854 fax

ARCHITECTS

ARCHITECTURAL ENGINEERING

ARCHITECTURE

PLANNING

PROJECT:
720 HUMBOLDT

SCALE:
3/32" = 1'-0"

DATE:
01.07.2019

SHEET:

A2.1

13 OF 13

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, John Robert Hollender and Susan Hollender (collectively, "**Applicant**") are the record title owners of the property commonly known as 720 Humboldt Avenue in the Village ("**Subject Property**"); and

WHEREAS, the Applicant desires to remove a 187-square-foot portion of the existing garage and construct (i) a 339-square-foot garage addition, (ii) a 74-square-foot pool equipment room addition, and (iii) a covered porch on the southwest side of the Property (collectively, the "**Proposed Improvements**"); and

WHEREAS, Ordinance No. M-03-2019, adopted by the Village Council on _____, 2019 ("**Ordinance**"), grants variations from the provisions of the Winnetka Zoning Ordinance to the Applicant to permit the construction of the Proposed Improvements on the Subject Property with: (i) a gross floor area of 13,548.19 square feet; (ii) a corner (front) yard setback along the north-west side of the Subject Property of 24.42 feet; and (iii) front-yard facing attached garages with a total width of 48.92 feet and four nine-foot-wide garage doors; and

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

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

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

be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variations for the Subject Property.

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

Dated: _____, 2019

ATTEST: **JOHN ROBERT HOLLENDER**

By: _____ By: _____

Its: _____ Its: _____

ATTEST: **SUSAN HOLLENDER**

By: _____ By: _____

Its: _____ Its: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: JANUARY 10, 2019
SUBJECT: CASE NO. 18-14-V2 [AMENDED]: 720 HUMBOLDT AVENUE -
VARIATIONS

INTRODUCTION

On January 14, 2019 the Zoning Board of Appeals (ZBA) will continue the public hearing on an **amended** request filed by John Robert and Susan Hollender (the "Applicants") as the owners of the property commonly known as 720 Humboldt Avenue (the "Subject Property"). The Applicants' current request requires approval of the following variations from the Zoning Ordinance to allow additions to the existing residence on the Subject Property:

1. Gross Floor Area of 13,548.19 square feet, whereas a maximum of 9,347.27 square feet is permitted, a variation of 4,200.92 square feet (44.94%) [Section 17.30.040 – Maximum Building Size] [Note: The site currently contains 13,186.66 square feet of gross floor area];
2. Corner (front) yard setback of 24.42 feet, whereas a minimum of 35.9 feet is required, a variation of 11.48 feet (31.98%) [Section 17.30.050 – Front and Corner Yard Setbacks]; and
3. Front-facing attached garage width of 48.92 feet, whereas a maximum of 22 feet is permitted, a variation of 26.92 feet (122.36%) and a total of four (4) 9-foot wide garage doors, whereas a maximum of two (2) 9-foot doors are permitted [Section 17.30.110 – Garages].

The initial hearing on September 10, 2018 was properly noticed on August 23, 2018 in the *Winnetka Current* and a mailed notice was sent to property owners within 250 feet of the Subject Property. As of the date of this memo, staff has not received additional written comment from the public regarding this application since the last public hearing on October 8, 2018. The public correspondence previously received and distributed to the ZBA is included in Attachment G.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant a variation to allow a pre-FAR building (built prior to 1989) to exceed the maximum permitted gross floor area by more than 10%.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.75 acres in size, is located at the southwest corner of Humboldt Avenue and Sheridan Road and contains a single family residence and in-ground swimming pool. The property is zoned R-2 Single Family Residential, and it is bordered by R-2 Single Family Residential to the south, east and west, and R-3 Single Family Residential to the north (represented in Figure 1 on the following page).

The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

PROPERTY HISTORY AND PREVIOUS ZONING RELIEF APPLICATIONS

As previously reported to the Commission, the original date of construction of the residence is not able to be determined from Village records. According to the Winnetka Historical and Architectural Survey conducted in 1989, the residence is circa 1890. Subsequent building permits were issued in 1959 to construct the pool, in 1970 to repair fire damage, in 1981 to build a deck, in 1982 to build the hot tub and patio/deck area, in 1985 for a kitchen alteration and garage conversion, in 1986 to build the three car garage, in 2007 to renovate the master bathroom, and in 2018 to remodel the kitchen and replace the HVAC systems. There are no other zoning cases for this property. The Applicants acquired the property in June 2018.

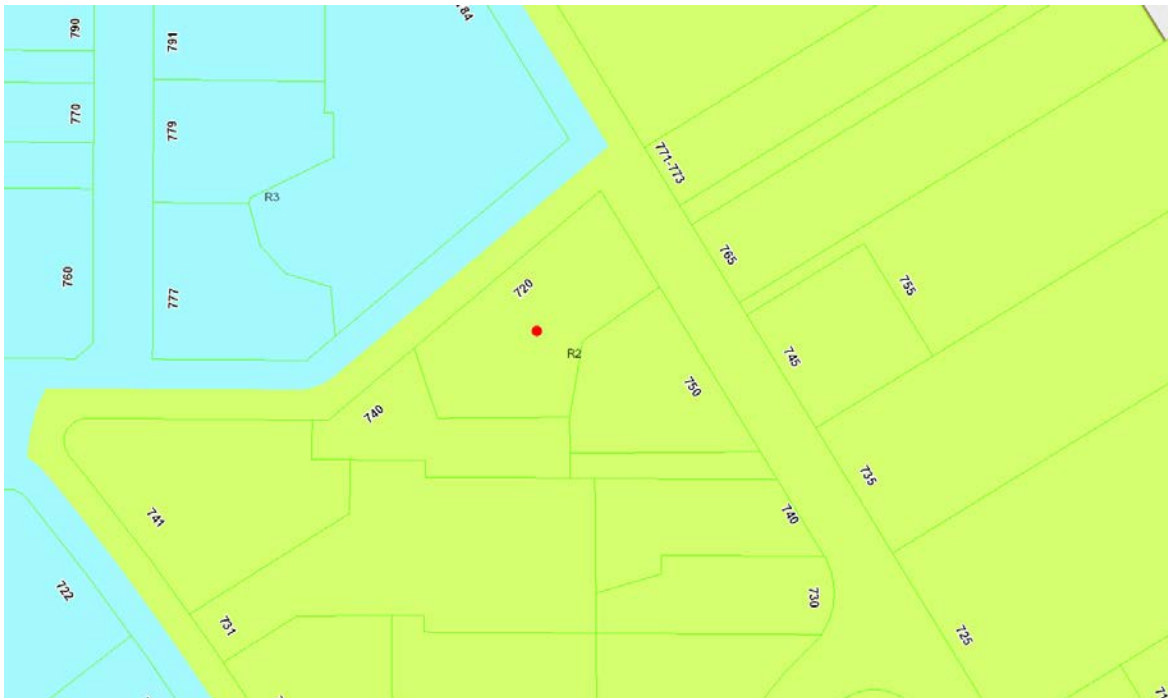


Figure 1 – Zoning Map

PROPOSED PLAN

At the October 8, 2018 ZBA meeting, the Applicants requested, for a second time, that the public hearing be continued in order to provide the Applicants an opportunity to further revise the request in response to concerns expressed by the ZBA. Minutes of the October 8 ZBA meeting are included as Attachment E.

At the October ZBA meeting, ZBA members reiterated concerns expressed at the September 10, 2018 ZBA meeting regarding the overall size of the residence with the proposed additions. Specifically, the amount of gross floor area (GFA) attributed to the garages. At both the September and October meetings there was discussion about reducing the size of the existing three-car garage. Additionally, at the October meeting, there was discussion regarding the proposed pool equipment room and locating the space within the pool storage area. The ZBA did not seem concerned with the location of the garage addition and expressed support of the proposed covered porch based on the revised plans considered by the ZBA at the October meeting, which eliminated the balcony above the porch.

In addition to providing revised plans on January 7, 2019, the Applicants have provided a written explanation describing the amended request. The explanation is the first page of Attachment D.

Revised plans submitted by the Applicants on January 7 reflect a reduction in the size of the existing three-car garage. An area measuring 7.58 feet by 24.67 feet (187 square feet) would be removed from the garage. Rather than solely making interior alterations to the existing garage so that the garage would have capacity for two vehicles in order to comply with the maximum vehicle capacity of four vehicles on the Subject Property, the Applicants are proposing to reduce the GFA of the existing garage by eliminating the westernmost bay of the garage. Additionally, the size of the proposed pool equipment room has been reduced by approximately 11 square feet.

The previous plans considered by the ZBA in October had reduced the proposed garage addition from the original proposal considered by the ZBA in September by approximately 204 square feet. The revised plans currently being considered by the ZBA further reduce the total GFA by approximately 198 square feet. In total, the amount of proposed additional GFA has been reduced by approximately 402 square feet, from approximately 763 additional square feet to 361 additional square feet, since the request was first considered by the ZBA in September.

The GFA for the proposed additions consists of the following: (1) Garage – 339 square feet; (2) Pool equipment room – 74 square feet; and (3) Coverage porch – 135 square feet. Taking the removal of the 187 square feet from the existing garage into consideration, the net increase in GFA is approximately 361 square feet.

On the following pages are images reflecting the change between the originally proposed (09.10.18 ZBA meeting), previously proposed (10.08.19 ZBA meeting), and current revised additions (01.14.19 ZBA meeting). (The full-size plans representing the proposed additions are provided in Attachment D.)

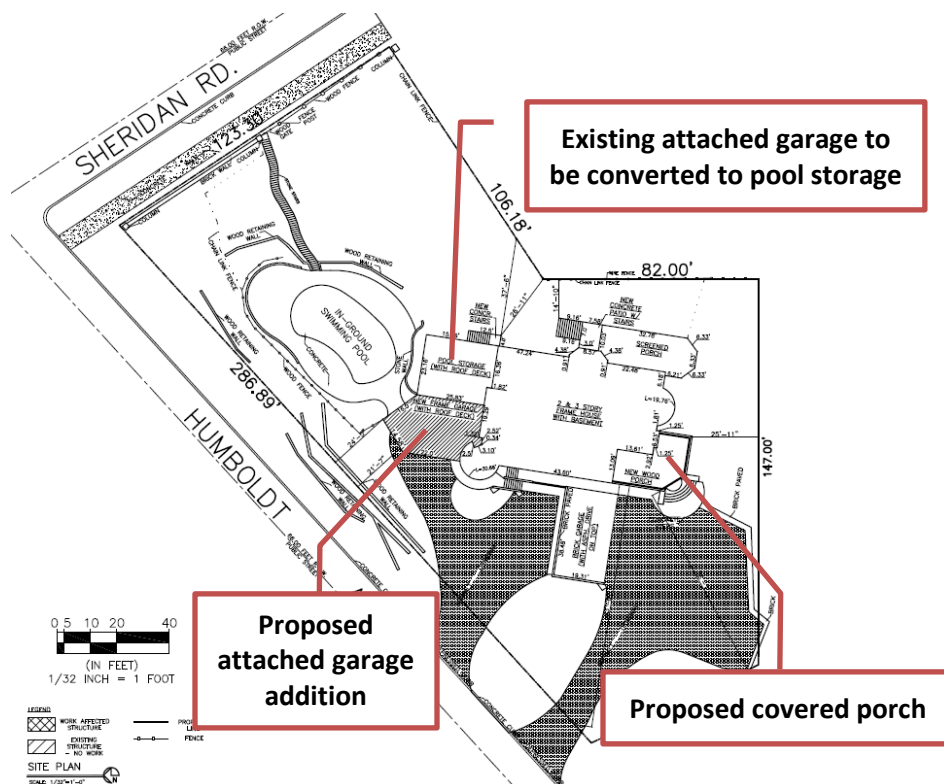


Figure 2 – Original Site Plan

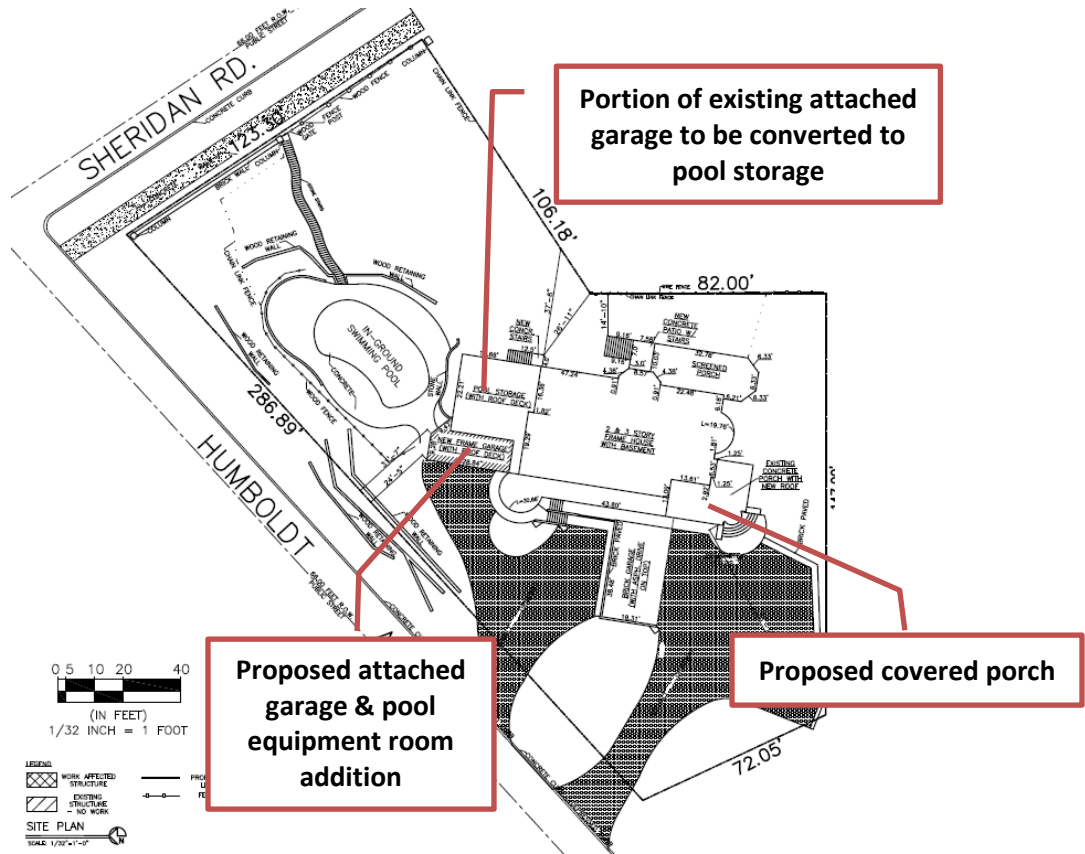


Figure 3 – Previous Site Plan

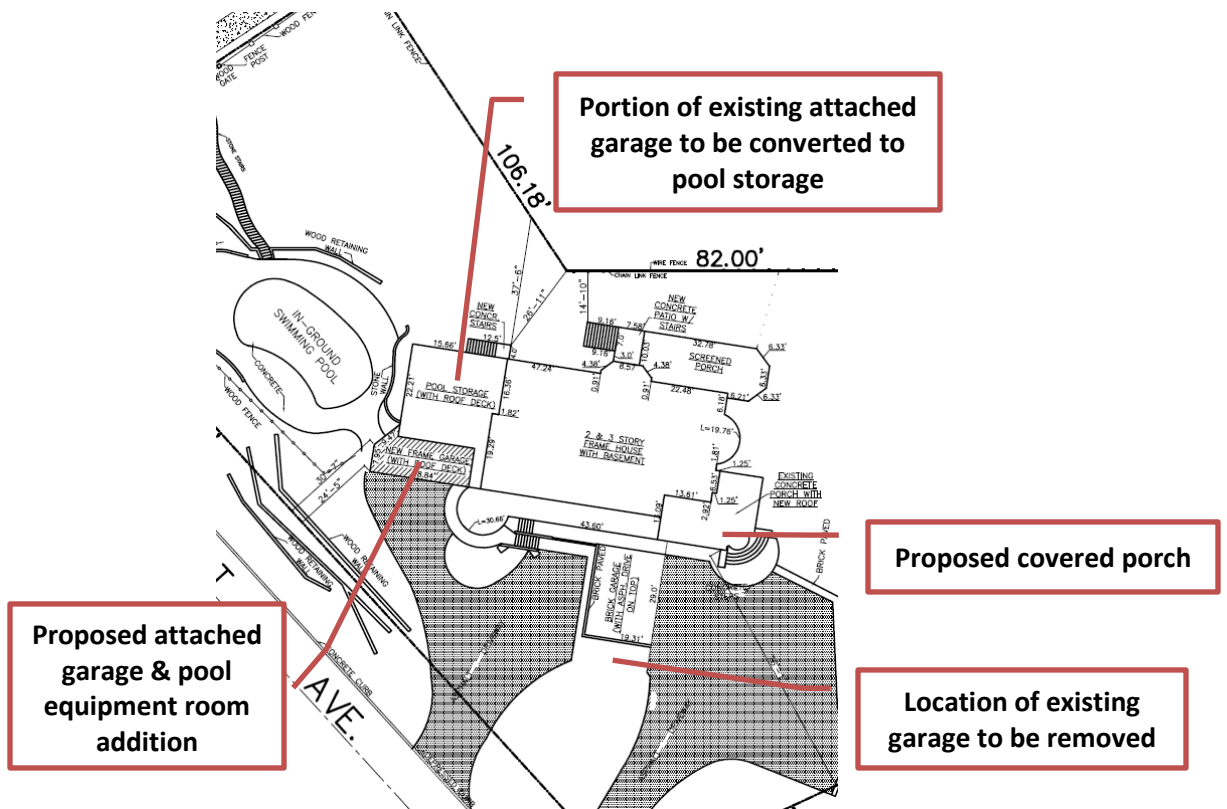
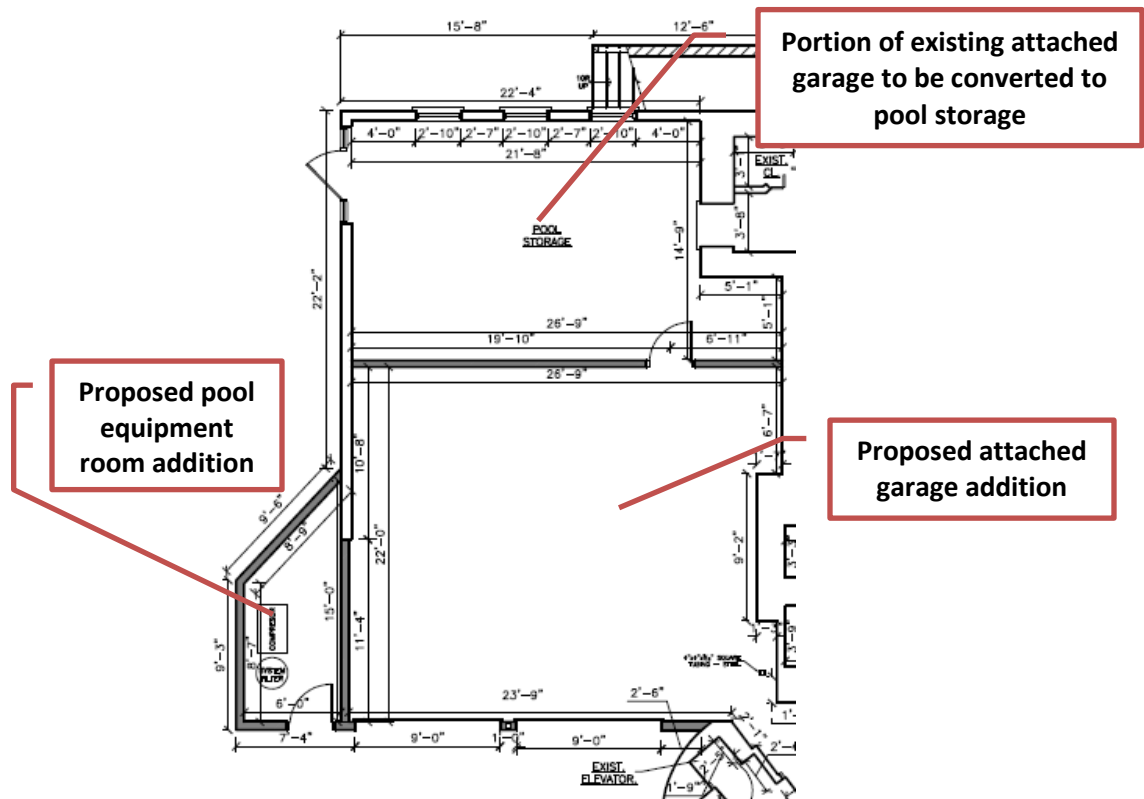
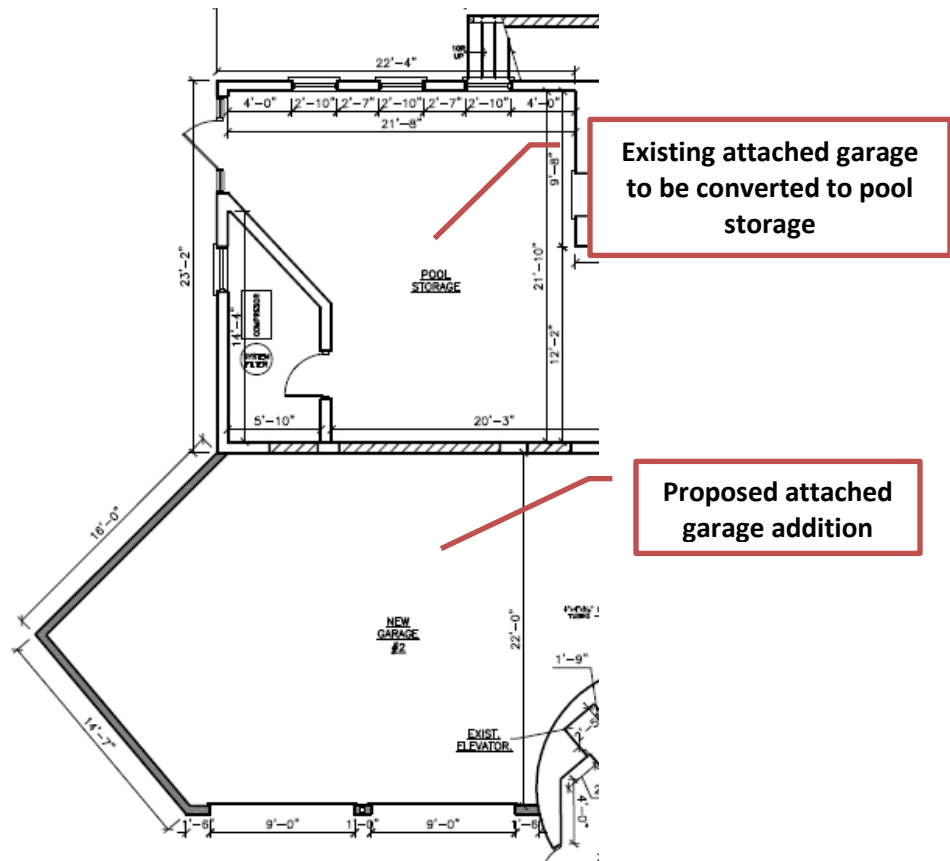


Figure 4 – Current Site Plan



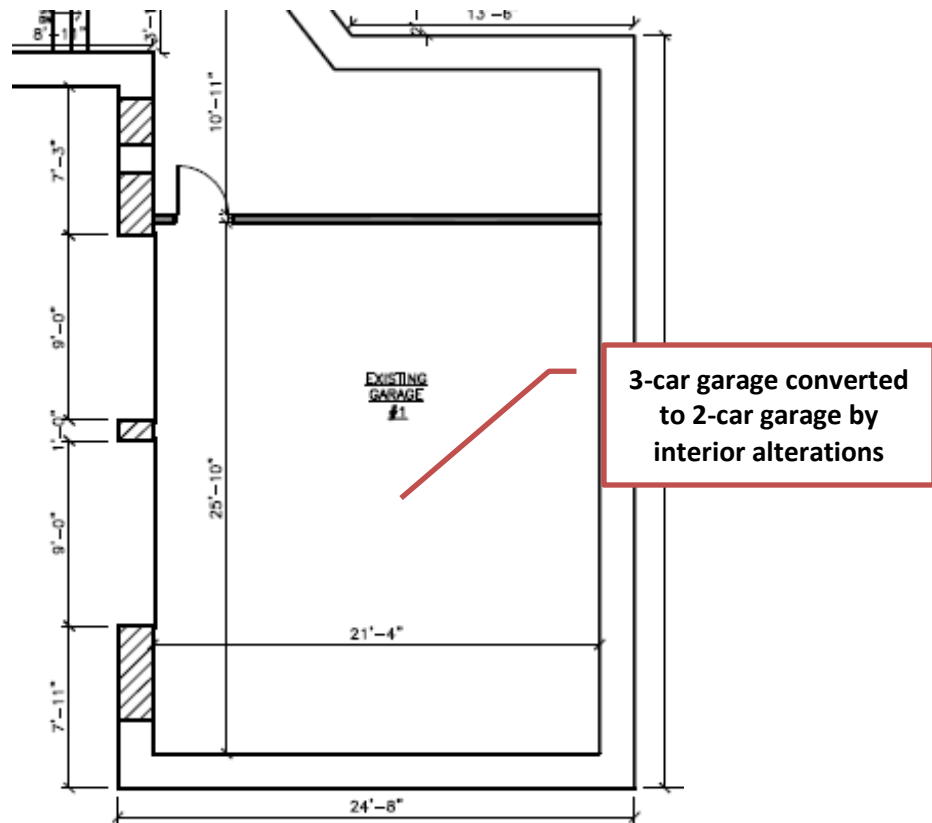


Figure 9 – Excerpt of Previous Lower Level Plan – Existing Garage

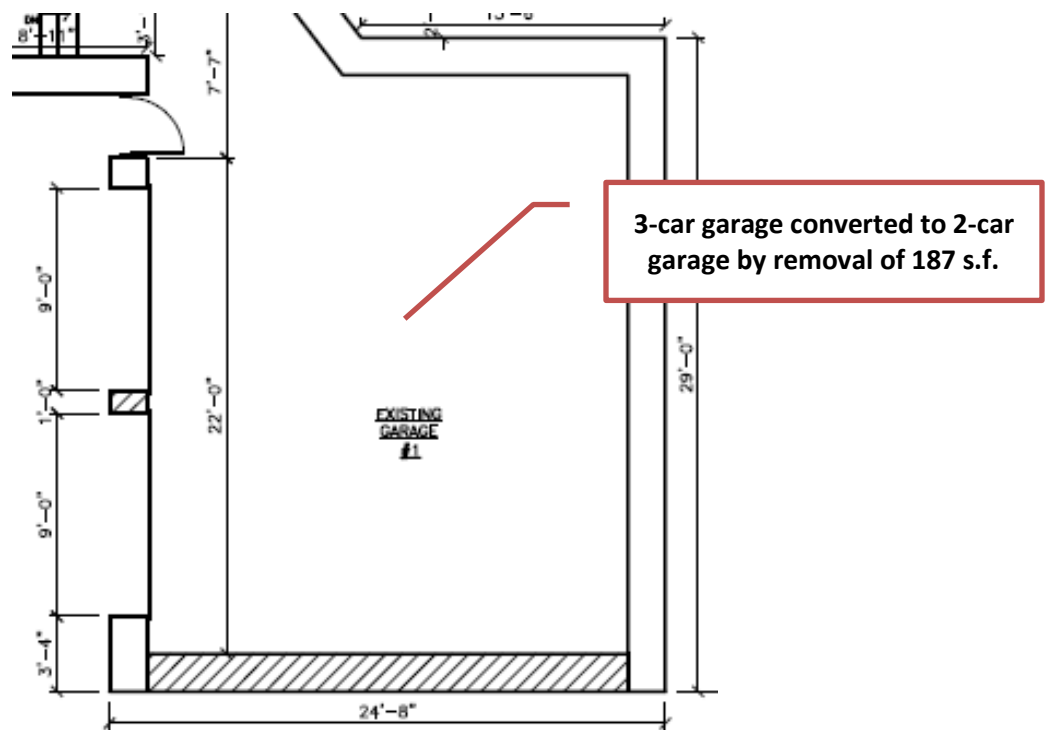


Figure 10 – Excerpt of Current Lower Level Plan – Existing Garage

REQUESTED ZONING RELIEF

The attached revised zoning matrix highlights the existing lot and the proposed improvements' compliance with the R-2 zoning district (Attachment A). Three variations are being requested: 1) GFA; 2) Corner (front) Yard Setback; and 3) Garages. In total, the proposed additions would add approximately 361 square feet of GFA, bringing the total GFA to 13,548.19 square feet, whereas a maximum of 9,347.27 square feet is permitted. The existing GFA (13,186.66 square feet) is nonconforming, exceeding the maximum permitted by approximately 3,839 square feet (41%).

The proposed corner yard setback, as measured from Humboldt Avenue to the closest point of the addition, remains the same as the previous proposal at 24.42 feet, whereas a minimum of 35.9 feet is required. The existing residence is also nonconforming with respect to the required corner yard setback. The existing three-car garage (identified in Figure 10 on the following page) is setback 32.71 feet.

The third variation relates to the regulations that apply to front-facing attached garages. The Subject Property currently has two front-facing attached garages facing Humboldt Avenue and is currently considered nonconforming with respect to the width of front-facing attached garages and garage door width. The aggregate width of both the proposed garage addition and the existing garage that would remain is 48.92 feet, whereas a maximum of 22 feet is permitted. Additionally, a total of four (4) 9-foot wide garage doors are proposed, whereas a maximum of two (2) 9-foot wide doors are permitted. Currently, there are four (4) front-facing garage doors.

The following compares the Zoning Code requirements as well as the difference in zoning relief between the existing conditions and what the Applicants originally proposed, previously proposed and what is currently before the ZBA for a recommendation to the Village Council.

	CODE REQUIREMENT	EXISTING	ORIGINAL PROPOSAL (09.10.18)	PREVIOUS PROPOSAL (10.08.18)	CURRENT PROPOSAL (01.14.19)
MAXIMUM GFA	9,347.27 s.f.	13,186.66 s.f.	13,949.7 s.f.	13,745.96 s.f.	13,548.19 s.f.
MINIMUM CORNER SETBACK	35.9 feet	32.71 feet	21.58 feet	24.42 feet	24.42 feet
ATTACHED GARAGE & GARAGE DOOR WIDTH	22-foot wide garage Two 9-foot wide doors	49.34 feet Three 8-foot wide doors & One 9.83-foot wide door	48.92 feet Four 9-foot wide doors	48.92 feet Four 9-foot wide doors	48.92 feet Four 9-foot wide doors

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, attached is a Stormwater Matrix (Attachment C). Based on the proposed plan, it appears additional stormwater detention would not be required. However, Village Engineering staff will confirm compliance upon submittal of a building permit.

The Applicants are requesting approval of three variations to permit construction of additions to the existing residence on the Subject Property: (i) with a GFA of 13,548.19 square feet; (ii) a corner yard setback of 24.42 feet; and (iii) an aggregate front-facing attached garage width of 48.92 feet with four (4) 9-foot wide garage doors.

FINDINGS

In the attached application materials submitted by the Applicants, the Applicants have provided a statement of justification regarding how the requested variations meet the standards for granting the requested zoning variations. Does the ZBA find that the requested variations meet the standards for granting such variations; and if so, is the ZBA prepared to make a recommendation to the Village Council regarding the requested variations?

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: GIS Aerial Map

Attachment C: Stormwater Matrix

Attachment D: Application Materials **(Included as Attachment 4 in Village Council materials)**

Attachment E: Excerpt of October 8, 2018 ZBA meeting minutes **(Included as Attachment 6)**

Attachment F: Excerpt of September 10, 2018 ZBA meeting minutes **(Included as Attachment 7)**

Attachment G: Public Correspondence



Figure 11 – North Elevation



Figure 12 – West Elevation

ATTACHMENT A

ZONING MATRIX

(Revised 01.08.2018)

ADDRESS: 720 Humboldt Avenue

CASE NO: 18-14-V2

ZONING: R-2

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	25,200 SF	32,748.99 SF	N/A	N/A	OK
Min. Average Lot Width	115 FT	119.74 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	8,187.25 SF (1)	5,124.44 SF	5,712.81 SF	588.37 SF	OK
Max. Gross Floor Area	9,347.27 SF (1)	13,186.66 SF	13,548.19 SF	361.53 SF	4,200.92 SF (44.94%) VARIATION
Max. Impermeable Lot Coverage	16,374.49 SF (1)	15,315.9 SF	15,128.9 SF	-187	OK
Min. Front Yard (Sheridan/East)	50 FT	98.59 FT	98.59 FT	N/A	OK
Min. Corner (Front) Yard (Humboldt/North)	35.9 FT	32.71 FT	24.42 FT	-8.29	11.48 FT (31.98%) VARIATION
Min. Side Yard (South)	12 FT	(+/-) 5.5 FT	14.83 FT	9.33	OK
Min. Rear Yard (West)	25 FT	22.34 FT	22.34 FT	N/A	EXISTING NONCONFORMING

NOTES:

(1) Based on lot area of 32,748.99 s.f.

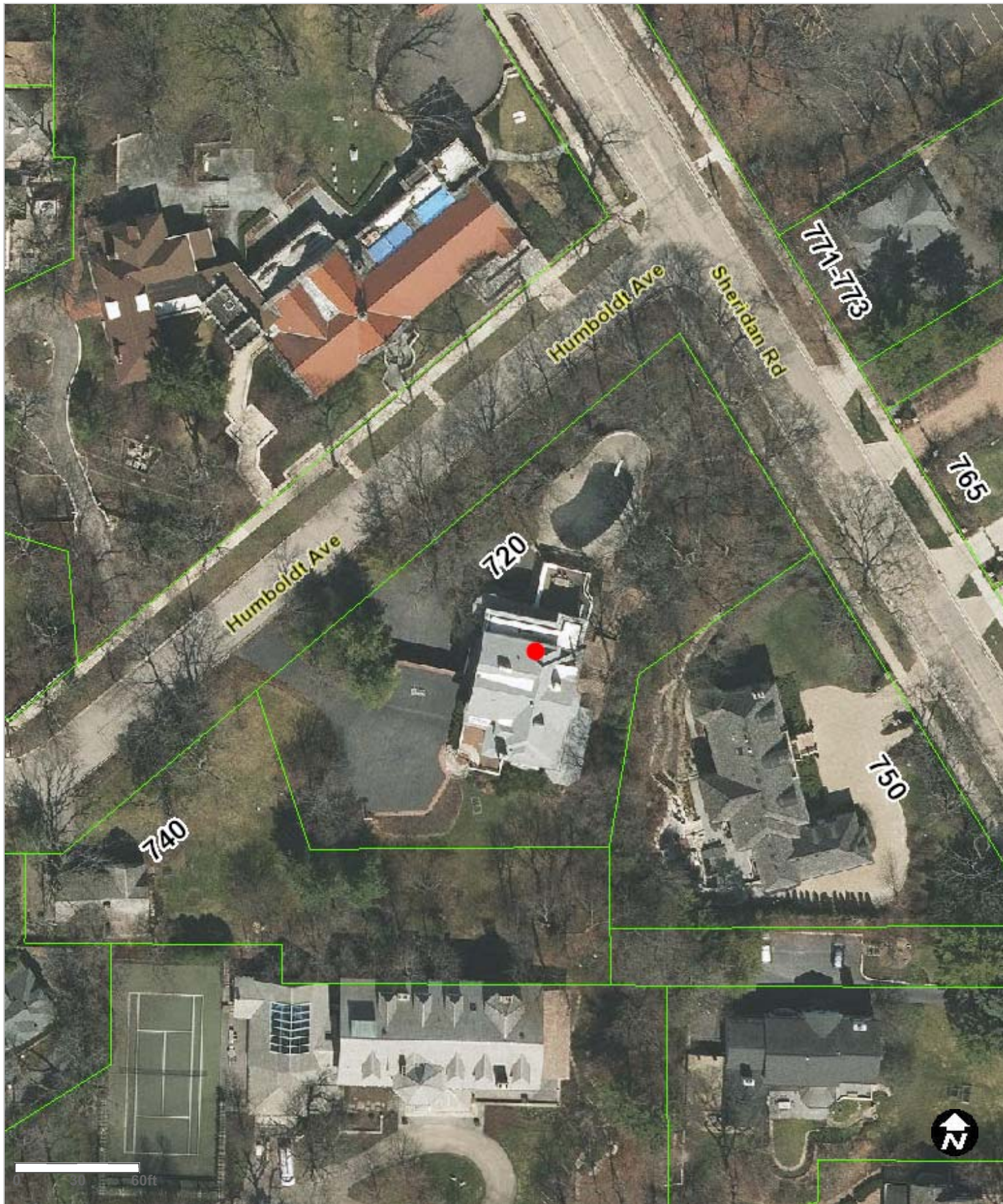
(2) Variation amount is the difference between proposed and requirement.

(3) Variations are required to allow an aggregate attached garage width of 48.92 feet, whereas the maximum permitted width is 22 feet, and a total of four (4) 9-foot wide garage doors, whereas a maximum of two (2) 9-foot wide doors are permitted.



MapOffice™

720 Humboldt Avenue



Map created on September 4, 2018.

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ATTACHMENT C

Stormwater Volume Requirements for Development Sites

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

	Storm Water Detention Volume Requirements	Applicable Requirement
A. New Home Construction - Previously Developed Lot	The amount of additional required storm water detention volume is based upon the difference between maximum impermeable lot coverage, per Zoning Code, and existing lot coverage, using the run-off coefficient for a 100-year storm event for both.	
B. New Home Construction - Previously <u>Undeveloped</u> Site	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
C. Redevelopment of Site for Different Use (e.g. single family to multi-family, or commercial)	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
D. Improvements to Existing Home and/or Lot, causing an increase in impermeable lot coverage <u>greater or equal to 25%</u>.	The amount of additional required storm water detention volume is based upon the difference between the proposed and existing impermeable lot coverage, using the run-off coefficient for 100 year storm event. (Note: If the increase in impermeable lot coverage is less than 25%, additional storm water detention volume is <u>not</u> required.)	<i>Applies to 720 Humboldt Avenue</i> <i>Based upon preliminary review of information to date, it appears that 720 Humboldt Avenue <u>would not</u> have to provide additional storm water detention volume. However, a final determination will not occur until plans are submitted with a building permit application and reviewed by Village Engineering staff.</i>

ATTACHMENT G

From: [Ann Klaassen](#)
To: [Ann Klaassen](#)
Subject: FW: 720 N. HUMBOLDT
Date: Wednesday, October 03, 2018 8:39:21 AM

From: [REDACTED]
Sent: Tuesday, October 02, 2018 5:54 PM
To: Ann Klaassen
Subject: Fwd: 720 N. HUMBOLDT

Good evening ! He gave me permission and here is his email , thank you and have a good evening , sincerely ,

Robert Hollender
Hollender House, Inc.
[REDACTED]

Sent from my iPhone

Begin forwarded message:

From: Benjamin Lenhardt <[REDACTED]>
Date: September 29, 2018 at 4:11:23 PM CDT
To: [REDACTED]
Subject: Re: 720 N. HUMBOLDT

Robert, thank you for sending the photo of the proposed covered porch soffit as well as the drawings for the house. I think you have made some major improvements and commend you and your architects for doing so. If I remember right you have now pushed the garage area back a few feet so that it does not intersect the turret but allows the turret to stand on its own. This is much better than before. Also, I like the parapet wall instead of railing on the front of the garage.

Regarding the porch all looks good and I hope that you plan on having the columns in the same tuscan style of the existing large column. The previous drawings showed this feature but these do not. Please let me know.

Based on these new drawings I told Ann Klaassen to withdraw my letter of September 18 to the Zoning Board of Appeals. Thanks for sharing with me.

Ben

On Sep 28, 2018, at 1:55 PM, [REDACTED] wrote:

Good afternoon, hope you're enjoying your travels. As promised here is a copy of the plans. Please note that these drawings do not show the exact detail that we are planning but it is noted in the notes. I included a picture for the Village and I will send that picture to you separately. Have a good day and thanks again,

Robert Hollender
Hollender House, Inc.



Sent from my iPhone

From: [REDACTED]
To: [Ann Klaassen](#)
Subject: 720 Humboldt
Date: Friday, September 07, 2018 2:58:31 PM

To the Zoning Board of Appeals

I am writing in regard to the zoning requests relating to 720 Humboldt.

This historic home is one of the last survivors of the "great shingle houses" built on the bluff overlooking Sheridan Road.

Even though 720 Humboldt is not a Winnetka local landmark, please treat this iconic home with great care.

Thank You,

Louise Holland

[REDACTED] Oak St.

Winnetka

From: [REDACTED]
To: [Ann Klaassen](#)
Subject: 720 Humboldt Ave. Variance Request
Date: Monday, September 10, 2018 9:20:37 AM

To: Village of Winnetka, Zoning Board of Appeals

Re: 720 Humboldt Avenue, Case No. 18-14-V2

We have discussed the requested zoning variance for 720 Humboldt Ave. with our neighbors, Ben and Cindy Lenhardt, and are in agreement with their objection to the proposed increase in gross floor area. As long term Winnetka residents we have followed with concern the multi year debate over increasing stormwater runoff problems in Winnetka. We believe that allowing increases over Winnetka's gross floor area limitations will only exacerbate that problem. Therefore, we join in the Lenhart's objection to the proposed variance.

We thank you for your consideration of our concerns.

Kevin and Joan Evanich

ATTACHMENT 4

John Robert & Susan Hollender
720 Humboldt Avenue
Winnetka, IL 60093

January 7, 2019

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

Re: 720 Humboldt Variance- **Amended request based on October 8, 2018 ZBA meeting**

Dear Board Chair and Members,

Based on the discussions and comments made at the October 8th ZBA meeting, we would like to summarize our amended request. You asked us to come back with another option for an alternative plan that would decrease the GFA for the proposed garage addition.

Below are our recommendations following the Oct 8th meeting:

1. As discussed at the October meeting, we received some additional quotes that continue to be estimated in the same range as the one proposed prior. However, we understand the need to decrease the 900 square feet/existing 3 car garage. After deep consideration, we will invest in removing 300 square feet/1 car stall off of the existing garage, leaving us with a 2 car garage.
2. As discussed at the October meeting, we would like to keep the pool equipment room adjacent to the proposed 2 car garage addition. We did decrease the room depth of the room from 9' 3" to 7' 11." We know it is a modest reduction but we omitted as much as we could. On a weekly basis, the pool cleaning service will need access to the equipment room and need to be as close to the driveway to drain the water out of the filter system. We would like thee access to be independent from having to get into our backyard or through the garage where cars are parked. The independent access lessens the chances of damage due to hose leaks, drainage issues, landscape damage and guarantees our family privacy in our backyard.

We appreciate your time and consideration and look forward to the discussions at the upcoming January meeting.

In the meantime, please feel free to contact us if you have any questions.

Best regards,

John Robert and Susan Hollender
Owners of 720 Humboldt

John Robert & Susan Hollender
720 Humboldt Avenue
Winnetka, IL 60093

October 1, 2018

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

Re: 720 Humboldt Variance **Amended** Request

Dear Board Chair and Members,

Based on the discussions and comments made at the Sept 10th ZBA meeting, we would like to summarize our amended request. You asked us to come back with an alternative plan that would decrease the GFA and setbacks.

Below are the following:

1. We **will not construct** a deck above front covered porch request (~ 300 sq. ft). Instead, to continue with the goal of keeping the architectural integrity, we will replicate the roof details such as the exposed rafters and beams found on the rear enclosed screened in porch as well as the second floor (see attached photos).
2. As suggested by one of the board members, we will push the proposed two car garage to the other side of the turret and **push back** into the existing one car garage (proposed pool storage) by approximately 7 feet. This will result in the proposed pool storage to be reduced from 21.83 feet in depth to the pool storage area to 14.75 feet in depth. This will force us to relocate the existing pool equipment to the angled corner space in proposed 2 car garage.

Lastly, we looked into the options of reducing the existing three car garage. We spoke to our contractors and due to the way it has been constructed (i.e.: built into the side of the hill), it will be cost prohibitive to remove and/or reduce the existing three car garage. Our request is to convert the existing three-car to a two-car garage as proposed in our initial request.

We appreciate your time and consideration and look forward to the discussions at the upcoming October meeting.

In the meantime, please feel free to contact us if you have any questions.

Best regards,

John Robert and Susan Hollender
Owners of 720 Humboldt

Attachment 1 (Roof Rafter Design-2nd floor)



Attachment 2: Back Closed Porch Columns





CASE NO. 18-14-V2

**APPLICATION FOR VARIATION
WINNETKA ZONING BOARD OF APPEALS**

Owner Information:

Name: John Robert and Susan Hollender

Property Address: 720 Humboldt Avenue, Winnetka IL 60093

Home and Work Telephone Number: John Robert Mobile: [REDACTED] Susan Mobile: [REDACTED] Fax

and E-mail: Susan email: [REDACTED] and Robert email: [REDACTED]

Architect Information: Name, Address, Telephone, Fax & E-mail:

Red Architects, Contact: Tom Drapszo, 929 Damen Avenue, Chicago IL 60622, tel: (773) 772-2756, fax: (773)

772-2854

Attorney Information: Name, Address, Telephone, Fax & E-mail:

Date Property Acquired by Owner: June 15, 2018

Nature of Any Restrictions on Property: _____

Explanation of Variation

Requested: (Attach separate sheet
if necessary) Please see attached.

OFFICE USE ONLY

Variation Requested Under Ordinance Section(s): _____

Staff Contact: _____ Date: _____

STANDARDS FOR GRANTING OF ZONING VARIATIONS

Applications must provide evidence and explain in detail the manner wherein the strict application of the provisions of the zoning regulations would result in a clearly demonstrated practical difficulty or particular hardship. In demonstrating the existence of a particular difficulty or a particular hardship, please direct your comments and evidence to each of the following items:

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

For your convenience, you will find attached examples of general findings, for and against the granting of a variation, which have been made by the Zoning Board of Appeals and Village Council in prior cases.

NOTE: The Zoning Board of Appeals or the Village Council, depending on which body has final jurisdiction, must make a finding that a practical difficulty or a particular hardship exists in order to grant a variation request.

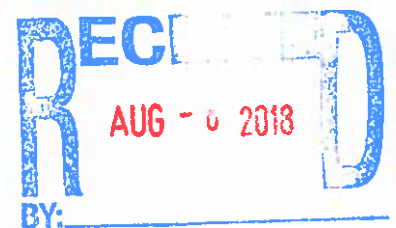
Property Owner's Signature

Date:

8/8/18

(Proof of Ownership is required)

Variations, if granted, require initiation of construction activity within 12 months of final approval. Consider your ability to commence construction within this 12 month time period to avoid lapse of approvals.



August 6, 2018

John Robert & Susan Hollender
720 Humboldt Avenue
Winnetka, IL 60093



RE: Variance Request

To whom it may concern,

By way of introduction, we are the recent purchasers of 720 Humboldt. Due to the unique topography of the site as well as the original built date in the late 1800's, we are writing to request for a variance change in order to build a new garage. Currently, there is an existing 3 car garage situated on the lowest level of the property which is two levels below the main floor of the home. As you can see from the proposed plans, we would like to build a new garage closer to the kitchen entrance for ease of access and flow and to meet the modern homeowner's need for proximity of the garage to be near the kitchen location.

We are aware of the 4 car maximum garage allowance in the Village. We are proposing the following:

1. Change existing 3 car garage to a 2 car garage.
2. Build a new 2 car garage near the kitchen in which we are requesting for a variance change.
3. Change existing one car garage near the proposed 2 car garage location to be converted into the pool storage room.

We have young kids (3y and 5y) where we will be spending lots of time getting in and out of the car with sports equipment, groceries, etc. The existing entrance from the current garage to the entryway of the home is two full flights of stairs. Those stairs are a falling and slipping hazard to young kids walking and running (even if we tell them not to run...unfortunately) into the house.

The flow of the entrance to the garage is cumbersome and not an efficient layout to access the house from the garage. As we continue to work towards improving and restoring the historic significance of the home, we believe the location of a new garage will significantly improve the structure and layout of the home without taking away from its historic integrity.

Please feel free to contact Robert at [REDACTED] with any questions.

We thank you in advance for your time and consideration.

Best regards,

Robert and Susan Hollender



1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.

Response from 720 Humboldt: the property sits on an irregular topography with various elevations and entrances into the house. The existing 3 car garage is located down the hill which is 2 levels below the kitchen and towards the front of the house versus the rear side where the kitchen is located. With a growing family with two young boys, we know there will be heavy traffic and constant use of the garage. We are requesting for a variance change to build a garage closer to the kitchen area in order to improve and modernize the layout, restore the historical architecture of the home while only improving the overall usefulness and integrity of the home.

2. The plight of the owner is due to unique circumstance. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.

Response from 720 Humboldt: The plight is due to the site's unique topography and the original build in the late 1800's. Most likely there was no garage space when it was originally built. We assume later owners of the property built the 3 car garage in the late 1980's and it worked for their needs at the time. However, we believe that the proposed new garage to be located adjacent to the kitchen area will meet the needs of our current time. It will be built to match the original and existing style of the home.

3. The variation, if granted, will not alter the essential character of the locality.

Response from 720 Humboldt: No, it will not alter the essential character of the locality.

4. An adequate supply of light and air to the adjacent property will not be impaired whatsoever.

Response from 720 Humboldt: The current light and air to the adjacent property will not be impaired whatsoever.

5. The hazard from fire and other damages to the property will not be increased.

Response from 720 Humboldt: There will not be any increase in fire hazard or other damages to the property whatsoever.

6. The taxable value of the land and buildings throughout the Village will not diminish.

Response from 720 Humboldt: The taxable value of the land and/or buildings throughout the Village will not be diminished whatsoever.

7. The congestion in the public street will not increase.

Response from 720 Humboldt: The public street congestion will not increase whatsoever.

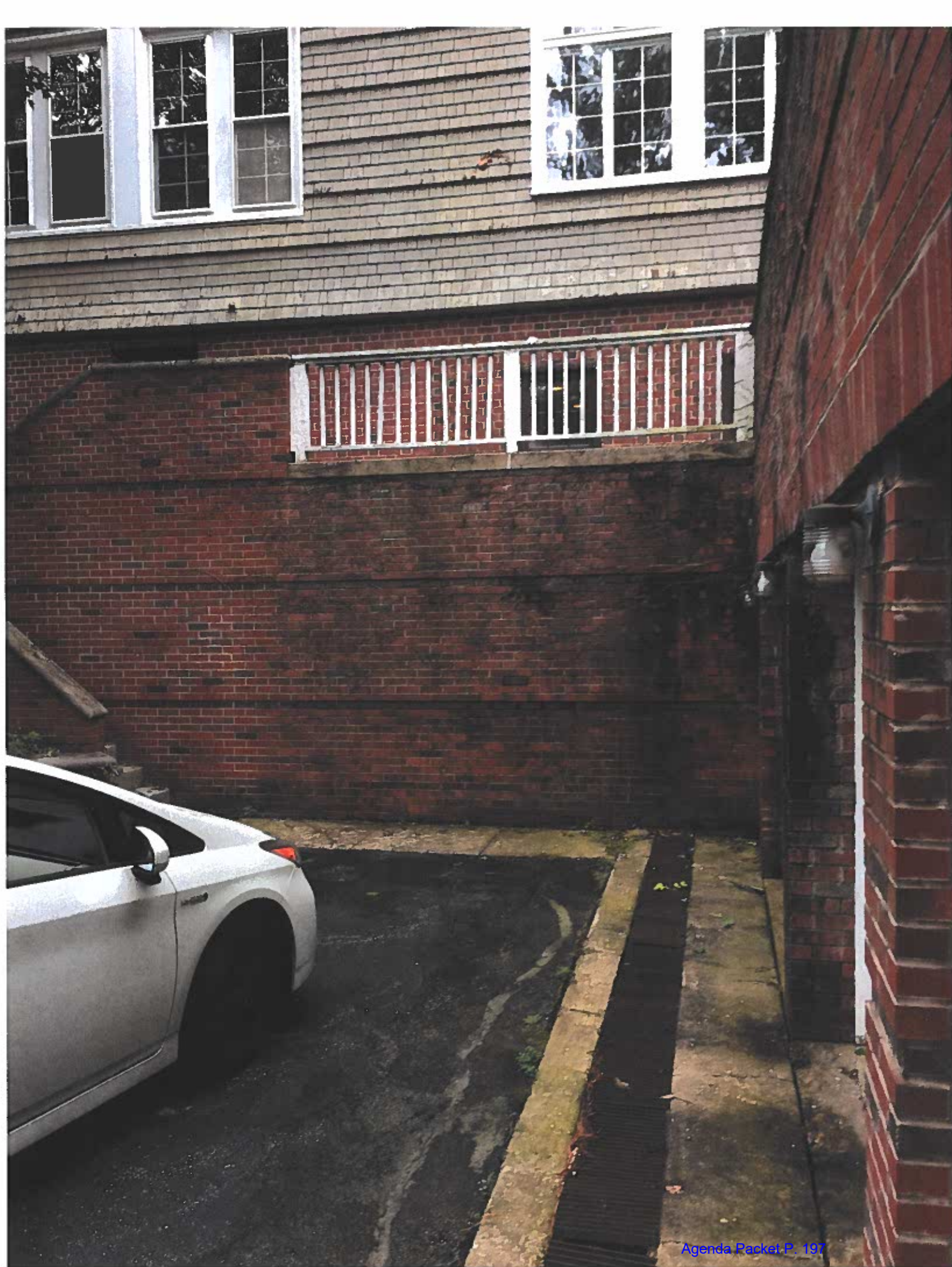
8. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

Response from 720 Humboldt: The public health, safety, comfort, morals and welfare of the

inhabitants of the Village will not be impaired whatsoever.









ATTACHMENT 5

WINNETKA ZONING BOARD OF APPEALS EXCERPT OF MEETING MINUTES JANUARY 14, 2019

Zoning Board Members Present: Joni Johnson, Chairperson
Matthew Bradley
E. Gene Greable
Wally Greenough
Mark Naumann

Zoning Board Members Absent: Sarah Balassa

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

Village Attorney: Benjamin Schuster

Case No. 18-14-V2: 720 Humboldt Avenue - Continued from the October 8, 2018 meeting: An amended application submitted by John Robert Hollender and Susan Hollender seeking approval of zoning variations to allow additions to the existing residence at 720 Humboldt Avenue. The requested zoning variations would permit the existing residence (a) to exceed the maximum permitted building size, (b) to provide less than the minimum required front (corner) yard setback from Humboldt Avenue, and (c) to provide more than the maximum permitted width of 22 feet for a front-facing attached garage and more than maximum permitted width of front-facing garage doors. The Village Council has final jurisdiction on this request.

Ms. Klaassen stated Case No. 18-14-V2, 720 Humboldt Avenue, which was continued from the October 8, 2018 meeting, is an amended request filed by John Robert and Susan Hollender as the owners of the property, 720 Humboldt. She stated the applicants' current request requires the approval of the following variations from the zoning ordinance to allow additions to the existing residence. (i) gross floor area of 13,548 square feet whereas a maximum of 9,347 square feet is permitted, a variation of approximately 4,200 square feet or 44%, (ii) a corner yard setback of 24.42 feet whereas a minimum of 35.9 feet is required, a variation of approximately 11.5 feet or 32% and (iii) a front facing attached garage width of 48.92 feet whereas a maximum of 22 feet is permitted, a variation of 26.92 feet and a total of four 9 foot wide garage doors whereas a maximum of two garage doors are permitted.

Ms. Klaassen stated as the Board would remember, this case was first considered by the Board in September 2018 and the case was continued at the request of the applicants to provide them an opportunity to revise the request in response to concerns expressed by the Board. Ms. Klaassen stated the Board considered an amended request in October 2018 and the applicants revised the design of the proposed covered porch addition and reduced the size of the proposed garage addition by approximately 204 square feet. She stated at the October meeting, the Board reiterated concerns expressed at the September meeting regarding the overall size of the residence with the proposed additions, specifically with regard to the GFA which was attributed to the garages. Ms. Klaassen stated there was discussion in connection with the size of the existing three car garage as well as the pool equipment room and its location. She stated the request currently before the Board includes the removal of the westernmost bay of the three car garage which measured approximately 187 square feet

1 as well as reducing the size of the pool equipment room by approximately 11 square feet. Ms. Klaassen
2 also stated the amended request further reduces the GFA by 198 square feet which resulted in the total
3 amount of the proposed GFA being reduced by approximately 402 square feet from approximately 760
4 square feet to 360 square feet since the request was first considered in September.

5
6 Chairperson Johnson stated the proposal is to remove the westernmost bay of the three car garage and
7 asked if that portion would still need a variation for the corner yard setback. Ms. Klaassen responded it
8 would not since that setback would be increasing with the closest point being to the pool equipment
9 room. Mr. Bradley stated the point at which they are drawing the line for the setback variance request is
10 to the current proposal's pool equipment room. Ms. Klaassen confirmed that is correct. Mr. Bradley
11 stated that setback is currently existing nonconforming and is further complicated by where they are
12 placing the pool equipment room. Ms. Klaassen confirmed that is correct.

13
14 Chairperson Johnson asked if there were any other questions for Ms. Klaassen. No additional questions
15 were raised by the Board. She then asked for the applicants to describe the changes made to the
16 request and thanked the applicants for considering the Board's comments. Chairperson Johnson then
17 swore in those speaking to this matter.

18
19 Susan Hollender thanked the Board for the extension for them to reconsider the proposal. She then
20 stated as much as they did not want to remove a portion of the three car garage, they understand why
21 and the ultimate need to decrease the amount of GFA. Ms. Hollender then stated in September 2018,
22 they were at 763 and they are now at about half at 361. She stated as Ms. Klaassen mentioned, they
23 would be lopping off the north/west side of the garage which seemed to be the most vocal request by the
24 Board at the last meeting in October. Ms. Hollender stated they got several more estimates and it would
25 still be in the same cost range because of the topography. She also stated they planned to decrease the
26 pool equipment room by several feet and they would still like to keep that in front due to several
27 scenarios which Robert would explain. Ms. Hollender then stated because of the hill and landscaping in
28 the back, she informed the Board they have had this problem before where different equipment folks
29 did not care about landscaping the area and did not want to take a chance of running the whole thing
30 around and wrapping through, etc. She also stated since it is a flat surface in the front, they would like
31 to keep that in the front as much as possible and away from the backyard and separate and
32 independent from the backyard entrance to the home.

33
34 Chairperson Johnson asked if there were any questions from the Board. Mr. Greable stated he is
35 confused on the one garage and stated it is a garage now but it is not going to be a garage. Chairperson
36 Johnson stated they would be making it into a pool storage room. She stated for clarity, she assumed it
37 would be used for outdoor furniture as well. Ms. Hollender responded they live between several
38 beaches and their children would grow and they have lots of equipment. She stated they are looking at
39 it in terms of long term growth and noted they also have lawn and patio equipment. Ms. Hollender then
40 stated while it is a lot of square footage in the sense of pool storage, there is a lot of equipment which
41 needed to be there to which accounts for the square footage. Chairperson Johnson stated it would
42 be 320 square feet. Ms. Hollender confirmed the one car garage would not be a garage anymore.
43 Chairperson Johnson stated they would be using part of it for a two car garage. Mr. Hollender confirmed
44 it would be a two car garage and the back would be used for outdoor storage. He added they have no
45 intention to park a vehicle there.

46
47 Chairperson Johnson stated the applicants have reduced it although this is the third hearing on the
48 request, she commented they could have reduced it more. She also stated they already reduced it 200

1 square feet from September to October which was from reconfiguring the new and old garage space.
2 Chairperson Johnson asked if there were any other questions. Mr. Greenough and Mr. Naumann had no
3 questions.
4

5 Mr. Bradley thanked the applicants for coming back for a third time and stated the proposal
6 demonstrating the applicants' and the Board's vantage point of wanting to make sure the Board
7 did their duty to hold them to the guidelines. He described the request as a game of whack a mole
8 where all three variations are tethered together and all have an impact on one another. Mr. Bradley
9 then stated he had great concerns and wanted clarity in order to get to where the other Board members
10 are and asked the applicants to remind him again if the GFA overage of 135 square feet is for the
11 covered porch. He then stated he saw in an earlier attachment letters which were sent which noted they
12 would not be constructing a deck above the covered porch which eliminated 300 square feet from the
13 proposal. Mr. Bradley also asked them to explain the 150 square feet of covered porch is to cover
14 the front area of the home where the main entrance is and is not presently covered which contributing
15 to rotting, etc. Mr. Bradley commented 135 square feet being part of the 300 square foot number is not
16 a small amount.
17

18 Mr. Hollender responded there is an existing front uncovered porch which has a crawl space underneath
19 and was original to the home. He also stated it is comprised of steel I beams and with poured concrete
20 over it and pavers/flooring on top. Mr. Hollender stated water is infiltrating through and rusting the old
21 beams and they want to cover it to stop water infiltration as well as the fact it would look much better.
22 He noted it was covered at one time and was taken off with the plan being to put it back to the way it
23 was.
24

25 Mr. Bradley asked Mr. Hollender to explain with regard to where they positioned the pool storage room
26 and not the maintenance equipment room; the applicants' original proposal completely contracted what
27 they said in wanting it to be close to the driveway for access for pipes. He stated it was inside that room
28 which required people to come around it to get into it and by moving it to where they have it now
29 opened Pandora's Box in that 174 square feet of the overage and GFA and is the reason for the extreme
30 setback variation request. Mr. Bradley stated they demonstrated to the Board in a prior proposal there
31 is a viable alternative to where it can be which is now where it is and making it more difficult for him to
32 understand its value. He asked Mr. Hollender to explain the importance of it being there to determine if
33 there can be an offset for the two variations requested.
34

35 Mr. Hollender responded they overlooked it in the first proposal and the architect put it there and he
36 overlooked it. Mr. Bradley referred to Figure 5 in the plan which has it inside. Ms. Klaassen confirmed
37 that is the existing location and then identified it in the proposed addition. Mr. Bradley asked if it was
38 always meaning to go into the garage nook area and Mr. Hollender confirmed that is correct and
39 they want to keep it in a similar location and apologized to the Board. He then stated it involves a big
40 hose and a large sand filter which would require unreeling the hose down the driveway to change the
41 filter with the water going down the driveway and into the gutter. He stated the other way would be in
42 the back and require bringing the hose around which would interfere with their planting and they did
43 not want a hose dragged through and destroying the landscaping. Mr. Hollender described this
44 alternative as foolproof and it would be very convenient for them and to keep the landscaping safe.
45

46 Mr. Bradley then referred to Figure 7 and the proposed addition now and they are looking at a 22x14
47 foot pool storage room of 310 square feet of completely free space for pool equipment and furniture.
48 He asked if it is their testimony that room cannot be reduced to reduce the variation on GFA and on the

1 setback. Mr. Hollender stated it may be difficult and noted the home has been remodeled so many
2 times and stated half of the kitchen was previously exterior space.

3
4 Mr. Bradley stated for the garage, the variation is to allow four 9 foot garage doors where two doors are
5 allowed. He then stated for the proposal for those two garages, they made the case it would be highly
6 inefficient for families and for those two garages to remain as garages. Mr. Hollender confirmed that is
7 correct. Mr. Bradley then asked Mr. Hollender if they would be willing to overlook one variation request
8 since the GFA has been reduced. Mr. Hollender agreed and stated they thought four car garages were
9 allowed. Chairperson Johnson stated four garage doors are allowed, but one cannot have four front-
10 facing garage doors. She stated they already have them separate and are not proposing four contiguous
11 garage door bays which are front-facing. Mr. Hollender stated they cannot change how it is. Chairperson
12 Johnson confirmed they have never granted variations for four front-facing garage doors.

13
14 Chairperson Johnson asked the applicants to explain in terms of safety the access to the pool and how
15 they are trying to keep other people from accessing the pool. Mr. Hollender responded for the pool
16 equipment room, they want to put a door on the back so only the pool equipment people can access it
17 and eliminate the gate. He then described how the pool equipment service people would service the
18 pool through that room.

19
20 Chairperson Johnson asked if there were any other questions. No additional questions were raised at
21 this time. Chairperson Johnson then called the matter in for discussion and noted the Board is providing
22 a recommendation to the Village Council for three different variations.

23
24 Mr. Greenough stated Mr. Bradley made some good points and described the proposal as a decent
25 compromise for a very unique piece of property. He described the topography as challenging and for the
26 applicants to work with the old home, he is glad they are taking on the project. Mr. Greenough then
27 stated he is in favor. Mr. Greable agreed with the comments made and stated he is also in favor. He
28 referred to looking at the request from the standpoint of understanding of what is causing the GFA
29 which mainly the two car garage is causing the increase. Mr. Greable referred to the 1890 historic home
30 and the applicants being a new family with young children taking on the task of remodeling and
31 maintaining the home. He then stated the fact that it would now be 13,548 square feet and the 362
32 square feet for the additional variation is only 2.7%. Mr. Greable stated the importance of maintaining
33 an historic home is worth the effort. Mr. Greable concluded the Board has looked at this request over
34 three meetings and the applicants are making an effort to maintain an old home in Winnetka and
35 reiterated he is in favor of the request.

36
37 Mr. Bradley commended the applicants for taking on this project and the efforts to restore the home
38 and keep it in the character and spirit of the community. He stated it is a situation where they have an
39 obligation and responsibility as a Board to deliver on service. Mr. Bradley then stated while the
40 applicants made concessions, he did not like the concept of three times being the charm. He indicated
41 mitigating things can still be done and the code was meant to be applied. Mr. Bradley then stated
42 overall, they have done a nice job and referred to the 200-300 square feet in consideration of what they
43 are trying to do and they do not want to discourage others from doing the same thing. He then stated
44 he is leaning toward being in favor of recommending approval.

45
46 Mr. Naumann referred to the second wall and agreed with the comments made and thanked the
47 applicants for their patience. He then stated while he felt they could find a little more, the Board should
48 be more pragmatic and referred to the spirit of the code versus applying it to the exact letter. Mr.

1 Naumann concluded in response to the efforts made by the homeowners, he would be supportive of the
2 request.

3
4 Chairperson Johnson stated she is also in support of the application and the topography represented
5 unique circumstances. She referred to the reasonable return standard being met by needing a garage
6 contiguous to the kitchen area which is expected in Winnetka for a modern home to have. Chairperson
7 Johnson then stated with regard to the covered porch of the GFA variation, covering the porch would
8 enhance the aesthetics and provide protection for the basement from water damage. She noted at the
9 last meeting a conforming garage could be placed in the rear quadrant which would not require a
10 variation but would not be pleasing for the neighborhood and impractical for the owners. Chairperson
11 Johnson then stated in terms of the variation for four 9 foot garage doors, it is different than having
12 them in a row and referred to the topography of the elevation and it being a corner lot. She stated
13 because there would now be two garage bays on one level and two on the other level, there would be
14 no issue.

15
16 Chairperson Johnson then stated they cannot rationalize the cost issue and the need for a four car
17 garage. She stated the applicants indicated it would be cost prohibitive to take it down and they are
18 willing to take off part of it to make it a two car garage. Chairperson Johnson stated there is no
19 implication of there being a standard for a four car garage and if it was not cost prohibitive, they would
20 be having a different discussion since the way it is built in the bluff made it difficult to remove it.

21
22 Chairperson Johnson stated with regard to the pool and equipment storage room, the pool is already
23 there and it made sense to have the reconfiguration for the equipment serving the area the way they
24 have it. She referred to their privacy not being invaded by the service people coming into the garage
25 during the summer. Chairperson Johnson noted they are also going to be significantly below RLC and
26 they would be adding 588 square feet to that and they would only be at 5,700 square feet which is
27 positive. She then stated she would be in favor of the request and the amount of GFA being added is
28 infinitesimal. Chairperson Johnson then asked for a motion.

29
30 Mr. Greenough moved to recommend approval of the variations for the reasons articulated by
31 Chairperson Johnson relating to light and air, unique circumstances and the topography of the property.
32 Mr. Naumann seconded the motion. A vote was taken and the motion was unanimously passed.

33
34 AYES: Bradley, Greable, Greenough, Johnson, Naumann

35 NAYS: None

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1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.
 2. The plight of the owner is due to unique circumstance. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.
 3. The variation, if granted, will not alter the essential character of the locality.
 4. An adequate supply of light and air to the adjacent property will not be impaired.
 5. The hazard from fire and other damages to the property will not be increased.

6. The taxable value of the land and buildings throughout the Village will not diminish.
7. The congestion in the public street will not increase.
8. The public health, safety, comfort, moral, and welfare of the inhabitants of the Village will not otherwise be impaired.

DRAFT

ATTACHMENT 6

Minutes adopted 11.12.2018

WINNETKA ZONING BOARD OF APPEALS EXCERPT OF MEETING MINUTES OCTOBER 8, 2018

Zoning Board Members Present: Joni Johnson, Chairperson
Sarah Balassa
Matthew Bradley
E. Gene Greable
Wally Greenough
Carl Lane
Mark Naumann

Zoning Board Members Absent: None

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

Case No. 18-14-V2: 720 Humboldt Avenue - Continued from the September 10, 2018 meeting: An application submitted by John Robert and Susan Hollender seeking approval of zoning variations to allow additions to the existing residence at 720 Humboldt Avenue. The requested zoning variations would permit the existing residence: (a) to exceed the maximum permitted building size; (b) to provide less than the minimum required front (corner) yard setback from Humboldt Avenue; and (c) to provide more than the maximum permitted width of 22 feet for a front-facing attached garage and more than maximum permitted width of front-facing garage doors. The Village Council has final jurisdiction on this request.

Ms. Klaassen stated the request is an amendment of the previous application which included a change to the size of the garage addition. She stated the applicants maintain the request for the three car garage and still need a GFA variation, a reduced corner setback variation down to 24.14 feet and variations for the garage door width and the width of the attached garages which would remain the same.

Chairperson Johnson swore in those that would be speaking to this matter.

Mr. Hollender stated they wrote a letter which contained a compromise. He began by stating he thought the top of the covered porch was part of the variation and the neighbor did not like it so they compromised and went with the styling of it and which is better for construction costs to match the home. Mr. Hollender also stated they pushed back the new two car garage 6 or 7 feet to the rear side of the turret and into the pool storage room in a convenient location to the kitchen as suggested at the previous meeting. He also stated they went with the contractor's suggestion in connection with the existing three car garage which is downhill and which would be cost prohibitive to remove any part of that structure since it is built into the hill. Mr. Hollender confirmed they would make the existing structure a two car garage and install a brick wall for storage. He informed the Board he discussed it at length with his contractor and decided it would have been cost prohibitive to remove one stall and fill the hill in.

1 Mr. Bradley asked Mr. Hollender whether the contractor stated the three car garage which is there is
2 providing structural support for the home. Mr. Hollender confirmed the structure is in good shape but
3 the wall needed to be rebuilt which was not built correctly. Mr. Bradley stated they previously spoke
4 with regard to the overall number they were working toward in order to offset and they all agreed in
5 connection with the legitimate need for a garage and the families' access into the home. He then stated
6 in stating after conversations with the contractor that the overage generated by maintaining the three
7 car garage space even if it is used as a two car garage, it would be cost prohibitive to remove 1/3 of the
8 structure in order to minimize the amount of the variance request. Mr. Hollender confirmed that is
9 correct. He reiterated they pushed back the new two car garage.

10
11 Chairperson Johnson stated they are now focusing on the three car garage and the consensus reached
12 at the last meeting was to lop off all or part of it and the applicant agreed to consider that although he
13 had not spoken to anyone then. She then asked how much of it is built into the hill and Mr. Hollender
14 responded all three are built into the hill. He stated the removal cost would take funds away from other
15 aspects of the project.

16
17 Chairperson Johnson asked if there were any photos and Mr. Bradley referred to Figures 9 and 10 in the
18 packet and identified it for the Board. Mr. Hollender referred to even if they were to discuss removing
19 the one furthest from the home. Mr. Bradley asked if the contractor provided an estimate and Mr.
20 Hollender responded it would be \$40,000 to \$50,000 to remove one garage stall. Chairperson Johnson
21 asked what would be the cost of removing the entire garage and Mr. Hollender responded it would cost
22 a lot more and they do want four car parking.

23
24 Mr. Bradley asked if the revised plan contemplated what they would do even if the existing old garage
25 was steady, if the third stall furthest out could be bricked in or otherwise shut out. Mr. Hollender stated
26 that was included in the first plan and included putting in a masonry wall and enclosing the door
27 completely, which would have been the one furthest away from the home.

28
29 Chairperson Johnson asked if there were any other questions.

30
31 Mr. Lane asked with regard to the equipment room, why they need a separate structure for pool
32 storage. Mr. Hollender responded since they are pushing the garage back 6 or 7 feet into the pool
33 storage, it would have to be relocated and although it would be part of the garage, they have to be able
34 to park a vehicle there. Mr. Lane asked how big the pool storage space is in the revised plan and Mr.
35 Hollender responded 14x20 feet or 320 square feet. Mr. Hollender informed the Board there is another
36 door leading to the home and this is the best place to put it or they would have to create a shed. He
37 described this alternative as more appealing.

38
39 Mr. Lane then questioned features of the pool room and asked if that related to the size of the
40 equipment. Mrs. Hollender and Mr. Hollender responded that illustration is not to scale and the room
41 size is 10x4 square feet which resulted in just enough room to open the door as shown in the existing
42 plan. Mr. Lane asked why they could not put that in the room against the inner or outer wall against the
43 garage in the pool storage space. Mr. Hollender stated he and the architect agreed it would be easier
44 work to move it to this location as opposed to removing the existing concrete to move it somewhere
45 else. He stated most importantly, the pool servicer would service the pool from the driveway which
46 drains to the street. Mr. Bradley stated that was not contemplated in the previous drawing. Mr.
47 Hollender stated the existing equipment drained into the driveway and if they are allowed to build a

1 new garage, they want to keep the same system for the pool company to access the equipment as
2 opposed to running it through the garage. He added the main concern was access and ease of use.

3
4 Mr. Greenough referred to page 5 and the bottom drawing which is from the previous application and
5 which showed the pool equipment room in the pool storage room and the only door to it is inside the
6 room and asked if they had to pull a hose through that door. Mr. Hollender responded that is a mistake
7 and it should have been in the triangle space below it. He also stated the triangle space did not have a
8 door as well. Mr. Greenough then asked why the pool equipment room cannot go into the pool storage
9 space. Mr. Hollender stated they do not want to have the pool service people work on the pool with a
10 vehicle in the way. Mr. Greenough asked why the hose could not go out the door on the other side. Mr.
11 Hollender responded it could and would require a much longer hose. He stated while he understood the
12 question, the ideal situation would be for them to access it through the driveway as it is currently. Mr.
13 Hollender added the filter is treated weekly. Mr. Greenough asked if the neighbors are happy. Mr.
14 Hollender and Mrs. Hollender agreed they have worked with the neighbors.

15
16 Chairperson Johnson asked if there are any more questions.

17
18 Mr. Greenough asked how big of a deal would it be to move the pool equipment room into the pool
19 storage room although it would require a longer hose. Mr. Hollender stated they are looking to close the
20 pool so no one could walk into it and secure the pool.

21
22 Mr. Bradley agreed it would make sense for the pool service people to access it through the driveway.
23 He then stated said another way, to justify the need for a 19x14 pool storage room and reduce its size to
24 offset the added square footage gained by having the pool equipment room in the proposed location.
25 Mr. Bradley stated if they were to take the applicants' testimony that it is cost prohibitive to remove the
26 non-essential third wing of the old garage to help the Board get there. Mr. Hollender responded nothing
27 is impossible but the main concern is the cost, ease of access for them and having access from the
28 outside to the pool. He stated the idea is for there to be no access to the pool other than through the
29 home or from the equipment room as well as to avoid any accidents.

30
31 Mr. Greenough asked what would happen if they were to move it and cut into the pool storage and have
32 a door to the pool equipment room facing out which would still allow driveway access. He stated he is
33 suggesting cutting back on the size of the pool storage room by including it in the pool equipment room.
34 Mr. Hollender stated while he understood the suggestion, it related to the potential of having a vehicle
35 in the way and the main concern was to keep the pool equipment room separate so there is no potential
36 damage to vehicles or water on the garage floor as well as to enclose the pool area. He then stated he
37 hoped the 6 or 7 foot pushback was enough of a compromise. Mr. Greenough stated they appreciated
38 the compromise.

39
40 Chairperson Johnson asked if there were any other questions. No additional questions were raised at
41 this time. She then called the matter in for discussion.

42
43 Mr. Bradley stated it is a difficult situation with regard to some of things which were done to the
44 property and the owners wanting a more appropriate garage situated near the home where families are
45 expected to be able to get in and out of the home. The present garage structure which is not in keeping
46 with the character of the home they are trying to restore and which is completely ineffective to normal
47 access in and out of the home. He stated it is a problem since it is creating much of the overage they
48 need to offset. Mr. Bradley also stated the pool room and pool storage is where the Board needed to

1 place a lot of their focus and it did seem unnecessary to have a 19x15 pool storage room for pool toys,
2 particularly if it meant having a variance of 600 square feet over the allotment although most of it is
3 grandfathered in. Mr. Bradley stated it is almost a 4,400 square foot overage with 13,000 square feet
4 already existing. He then stated he is in favor of getting the family a garage which is befitting the home
5 of that kind in that neighborhood but to hear the applicants say they cannot do it from a cost prohibitive
6 standpoint to remedy that non-essential, non-character garage that was added into the hill and are not
7 going to concede on that, the Board would either have to say no to the entire thing or allow for what
8 would be a bad precedent to allow for the overage to be done on the basis of one contractor's quote. He
9 also stated while he understood the desire for a four-car garage, they do not necessarily have to have it.
10 Mr. Bradley stated the variance could not be required if they could rectify the 1986 garage.

11
12 Ms. Klaassen confirmed they would still need a variance since the existing improvements would still
13 exceed the permitted GFA even with the removal of the three car garage.

14
15 Mr. Bradley then stated to put the two car garage where it is now and the pool storage behind it,
16 everyone would be in favor of that application but the challenge is the cost effectiveness.

17
18 Chairperson Johnson reminded the Board they are a recommending body to the Village Council. She
19 asked if there were any other comments.

20
21 Mr. Greable stated he is struggling with a four car garage and amount of space and the applicants
22 cannot find some way to reduce that. He then stated he was surprised to see where they are at with the
23 garage issue which concerned him. Mr. Greable also stated they recognize the historic nature of the
24 home and the applicants' attempt to improve it which takes a lot of planning, effort and money and
25 suggested someone else take a look at it and satisfy what the Board felt is a concern.

26
27 Mr. Naumann stated with regard to the standards and unique circumstances and reasonable return,
28 they have explored alternatives and now have two proposals of 200 square feet. He also stated he
29 understood the needs of the homeowners but he struggled with whether all of the alternatives have
30 been explored. Mr. Bradley stated he appreciated the efforts made on the deck and they are trying to
31 get around the issue of the storage space.

32
33 The Board discussed the amount of square footage in various areas and GFA. Chairperson Johnson asked
34 what the GFA of the three car garage is. Ms. Klaassen responded it is approximately 900 square feet.
35 Chairperson Johnson stated to be clear, the applicants are suggesting reducing it to a two car garage and
36 putting in a wall in the center which would still mean it is the same size of 900 square feet. She asked if
37 there were any other comments.

38
39 Mr. Lane stated the difference between this case and others the Board has seen is they are starting off
40 with an existing variation and because of that, he is struggling with adding to it. He stated the standards
41 are in place to keep them as close as possible and it is for a 40% variation. Mr. Lane then stated with
42 some of the items they previously discussed, he could have gotten there and he is not comfortable with
43 the request as currently proposed. He also referred to the garage location issue and while he
44 understood the need to have a garage which is attached in a convenient location, not all homes in
45 Winnetka have garages which are attached and in a perfect location and the Board has never said it has
46 to be in a certain point or convenient. Mr. Lane then stated a vast majority of people have detached
47 garages and have to deal with the elements and carrying items and the standard is not that you have to
48 have a two car garage where they want to have it. He noted there is already a one car garage where

1 they want it. Mr. Lane reiterated he could have gotten there with the changes they discussed last time
2 and struggled with the requirement to have a two car garage where they want it.

3
4 Mr. Greenough stated in being new to the Board, he listened to the Board Members' comments. He
5 stated he is more sympathetic to the landscaping plight and walking up several flights of stairs. Mr.
6 Greenough then stated with regard to reasonable return that resonated with him that having a more
7 convenient garage in this situation made sense to him. Mr. Greenough then stated if they were to move
8 the pool equipment room into the pool storage area, it would be in the template and would not stick
9 out further into the yard, he would be in favor of that proposal.

10
11 Mr. Naumann stated 900 square feet is the sum total of the 1986 garage and asked if it is fair to say each
12 of those stalls would count for 300 square feet. Ms. Klaassen confirmed that is correct. Mr. Naumann
13 then stated for this current proposal, he did not believe the applicants explored all of the options which
14 would potentially eliminate the third stall in a cost effective way which would buy the 300 square feet
15 from the overage being requested. He stated that would offset what they are proposing to do which is
16 add a garage measuring 335 square feet. Mr. Naumann also stated it would be more in keeping with the
17 spirit of occupants of the home and described the 1986 garage as an abysmal mistake which did not
18 benefit the owners having to walk up exterior steps to get to the home. He described the outside
19 structure as an eyesore and an impediment in terms of what they want to do to the home and there
20 may be options which could reduce the request by 300 square feet and allow for a cleaner look and
21 would be an application he would support.

22
23 Mr. Naumann then questioned what the applicants could come back with which would sway Mr. Bradley
24 one way or another such as another contractor's estimate that it would cost \$50,000 to remove a
25 portion of the garage. Mr. Bradley responded that is not within the Board's purview and reasonable
26 alternatives exist. He then stated if it would cost \$50,000 to \$100,000 to remove 300 square feet from
27 the 1986 garage from a landscaping perspective, it would have to be determined if that is allowable
28 enough for a variance to be requested. Mr. Lane stated there was also testimony the garage was not
29 well built and has water soaking in it and questioned why they are trying to save something which would
30 potentially have to be replaced later.

31
32 Chairperson Johnson stated there may be a consensus the Board would not recommend approval of the
33 request although everyone recognizes having a two car garage would be reasonable but only with a
34 corresponding reduction in the attached three car garage. She stated Mr. Hollender stated the need to
35 have a three car garage and would not consider removing the whole thing. Chairperson Johnson stated
36 the Board can move ahead with a negative recommendation and noted the Board did not engage in cost
37 analysis in determining what is reasonable or not. She then referred to a case on Hawthorn where a
38 variance was allowed for a family room addition. She added that without the variance, the applicant
39 would have been required to lop off the side of the home which would not be reasonable. Chairperson
40 Johnson stated at this point, 900 square feet is a large amount and 25% of what the total overage is. She
41 also stated there was no testimony that it is architecturally important to the home and was done in
42 1986 and did not enhance the home's architecture.

43
44 Mr. Hollender then asked the Board if they could look at the garage addition one more time. Mrs.
45 Hollender stated based on what they are hearing from the Board, they would need to make some
46 serious considerations of the proposed recommended approval for a two car garage on top. She asked
47 for a continuance to ask another contractor to assess the recommendation and compare that to the
48 next proposal and consider if that is a cost they are willing to bear, then to come back to the Board with

1 the three car garage which seemed to be everyone's concern. Mrs. Hollender stated they now have a
2 better understanding of what the Board would like and asked for a continuance for another month.

3
4 Mr. Lane asked the applicants to think about the addition of the pool equipment space and see if they
5 can put that space in the pool storage room while understanding their concern to not have pool service
6 people in the garage. Mr. Greenough confirmed they are asking for it to be in the same space as the
7 pool storage room. Mr. Lane added they would still have to get in the fenced area. Mr. Hollender agreed
8 that would work and their proposal related to ease of service. Mr. Lane stated not for a 47% variation.

9
10 Mr. Hollender then asked if they were to remove 300 square feet from the three car garage if that
11 would put them in a better situation. Chairperson Johnson stated they realize they are converting it to a
12 two car garage even though it would be the size of a three car garage. Mr. Hollender then stated it
13 related to cost to remove it and they did not need the storage space. He reiterated to remove the stall
14 would be a lot of work.

15
16 Mr. Greenough referred to the porch. Chairperson Johnson stated she is fine with that and the pool
17 equipment configuration but is more concerned with the three car garage. Mr. Naumann stated the
18 Board's job is to figure out alternatives in order to minimize the variation being requested.

19
20 Mrs. Hollender then asked if the front porch is ok. The Board Members confirmed that is correct.

21
22 A motion was made by Mr. Naumann and seconded by Mr. Greable to continue the matter to the next
23 meeting. A vote was taken and the motion was unanimously passed.

24
25 AYES: Balassa, Bradley, Greable, Greenough, Johnson, Lane, Naumann

26 NAYS: None

27
28 ***

ATTACHMENT 7

Minutes adopted 10.08.2018

WINNETKA ZONING BOARD OF APPEALS EXCERPT OF MEETING MINUTES SEPTEMBER 10, 2018

Zoning Board Members Present: Joni Johnson, Chairperson
Matthew Bradley
E. Gene Greable
Wally Greenough
Carl Lane
Mark Naumann

Zoning Board Members Absent: Sarah Balassa

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

Case No. 18-14-V2: 720 Humboldt Avenue

Ms. Klaassen set up the PowerPoint presentation and began by stating this is an application submitted by John Robert and Susan Hollender seeking approval of zoning variations to allow additions to the existing residence at 720 Humboldt. She stated the variations would permit additions to the existing residence that would provide a GFA of 13,950 square feet, whereas a maximum of 9,347 square feet is permitted, a variation of approximately 4,600 square feet or 49.24%. Ms. Klaassen noted the site currently contains approximately 13,134 square feet of GFA, a corner (front) yard setback of 21.58 feet, whereas a minimum of 35.9 feet is required, a variation of 14.32 feet or 39.89% and front facing garage width of 48.92 feet, whereas a maximum of 22 feet is permitted, a variation of 26.92 feet or 122% and a total of four 9-foot wide garage doors, whereas a maximum of two 9-foot garage doors are permitted.

Chairperson Johnson swore in those that would be speaking to this matter.

Susan Hollender introduced herself to the Board as one of the co-owners of the property along with her husband, John Robert. She began by stating a lot of the square footage is preexisting. Ms. Hollender stated one of the two things they are requesting is to use the front porch which is not covered and cover that and add a two car garage on the upper level of the existing garage. Ms. Hollender informed the Board there are photographs in their presentation which show the unique topography on the bluff and that the home is one of a few 1890's homes left in the Village. She then stated when they purchased the home, she stated their passion is to restore historical homes and it was never their intention to take down the historical home. Ms. Hollender stated they then found a lot of surprises which are the reasons why they are asking for relocations and covered portions to sustain the home.

Ms. Hollender then stated with regard to the enclosed front porch request, she noted the original design of the home had a covered porch. She informed the Board they spent time at the Historical Society to look at photographs and found evidence that it was initially a covered porch. Ms. Hollender stated they discovered and estimated the covered porch was taken off in the 1940's or 1950's and also uncovered major water damage in the basement, the first floor and second level. She then stated in connection with restoration, they spent a lot of time thinking about current lifestyles of families in 2018 and with

1 regard to the integrity of the home when it was built, a lot of different remodeling was done in the
2 1970's and 1980's. Ms. Hollender stated they are now recovering decades of problems which were not
3 done correctly. She indicated while the intentions of the previous owners may have been to do it well,
4 she noted her husband is a general contractor and they found what was lacking was a long term plan to
5 sustain this type of property going forward.
6

7 Ms. Hollender stated with regard to the evidence of the covered porch found from the Historical
8 Society, she referred the Board to an illustration and indicated they are estimating it was in the early
9 1900's when it was covered when the home was originally built.
10

11 Mr. Bradley stated it appeared from the photograph they are looking east. Ms. Hollender confirmed the
12 view is to the south. She then informed the Board they found an old real estate ad from the 1940's and
13 1950's from the Historical Society which is the closest evidence they have that the porch was taken off.
14 Ms. Hollender commented it did not look like the same home and reiterated it has been changed many
15 times. Mr. Hollender informed the Board the second part of the "W" is the addition and they also have a
16 photograph of the other side showing the chimney. Mr. Robert referred the Board to the top of the
17 circle and bay windows which were covered with a screened porch.
18

19 Chairperson Johnson stated she did not see the history of zoning relief in the agenda report. Ms.
20 Klaassen confirmed it is on page 2 and that there have been no other zoning cases requested;
21 only building permits.
22

23 Ms. Hollender then referred the Board to an illustration of the current porch condition. She stated they
24 realize the home would need a lot of TLC and referred the Board to a photograph of water damage on
25 the front porch. Ms. Hollender also referred to the exterior portion of the front porch and the water
26 damage shown on the brick as well as the area under the porch. She noted the steel beam underneath is
27 completely rusted and there has been a slow continuous leak which had not been taken care of for
28 decades. Ms. Hollender also stated you can see the original rebar seeping from underneath the porch.
29 She also identified photographs of short term fixes including steel supported by an extra layer of
30 additional brick. Mr. Hollender informed the Board it was originally the coal room for the home which
31 is why they covered it. He identified the area where they would scoop the coal through and noted the
32 living room is directly above that wall and is now a covered porch.
33

34 Ms. Hollender stated they spent a lot of time with landscapers and taking down vines on the brick to see
35 the water damage. She stated they found the water damage along the brick after taking down all of
36 the vines and landscaping out on the lower floor. Ms. Hollender then referred to a photograph of
37 the continued water damage on the brick and indication of mold and moss on the side of the porch. She
38 also then referred the Board to an illustration of the current layout and the proposal which showed the
39 difference of the current and proposed layout enclosure and the two car garage. Ms. Hollender then
40 asked if there were any questions.
41

42 Mr. Greable referred to the applicant knowing the condition of the home before they bought it. Mr.
43 Hollender confirmed that is correct and stated they fell in love with the home and knew they wanted
44 to restore it. Ms. Hollender also stated in the basement and the other things, you cannot see them with
45 the naked eye. She stated they knew they would have to restore the home from the ground floor and
46 up, they want to fix it for the long term.
47

1 Mr. Bradley thanked the applicants for the context and noted none of that is in the materials the Board
2 reviewed in preparation for the meeting. He also stated the front porch was not mentioned or put
3 forward as a leading reason for seeking a variation. Mr. Bradley also stated because of the damage done
4 to the structure of the home, to do the remodel the way they need to and the home being brought back
5 to its original form. He stated secondly, with regard to the use of the property, it is identified nowhere in
6 the application and indicated he is curious as to where the disconnect was. Ms. Hollender stated she
7 answered the questions quickly and thought this was the time to tell the story.

8
9 Mr. Greable stated he calculated the applicants are asking for 816 additional square feet and he
10 assigned 135 square feet to the porch. Chairperson Johnson stated the Village staff provided that
11 number and that it was not addressed in the letter addressing the eight standards and that she
12 would have asked the applicants to address that before they began. She also stated one of
13 the neighbors implied there would be more usable space on the second floor because of the covered
14 porch and asked if there is a screened porch between that. Mr. Hollender responded they thought it
15 would look nicer to make it a walkout terrace and they are welcoming to not having the terrace. He also
16 commented it would match the bottom level and balance the home out better. Chairperson Johnson
17 stated the 135 square feet did not consider that space.

18
19 Ms. Hollender then stated with regard to the garage variance request, she referred to the unique
20 topography of the property sitting above the bluff. She noted there are two existing garages and two
21 driveways. She also stated on the other side below that is a three car garage which has a lot of water
22 issues. Ms. Hollender informed the Board they have two young children and would like to prepare as the
23 children older the need for more equipment storage and their growing family. She also stated they have
24 older parents and would like to make the garage closer to the kitchen area which is where most garages
25 are located. Ms. Hollender stated they are trying to get as close to the first level versus two flights of
26 stairs to go up to the kitchen. She stated there are challenges to having a home from the late 1980's to
27 balance out the current lifestyles for now and the future.

28
29 Ms. Hollender stated to recap the garages, they would like to build a new two car garage next to the one
30 car garage and convert the one car garage to equipment storage. She also stated there is an in-ground
31 pool from the 1950's where they have squeezed in equipment which caused a lot of the issues prior to
32 closing. Chairperson Johnson asked where they currently stored it. Mr. Hollender responded it is inside
33 the one car garage where there is a little closet. Mr. Bradley asked if that is the space they are marking
34 now for proposed pool storage. Mr. Hollender confirmed they want to put the pool equipment there
35 and use it as an outdoor pool/storage area and to put the new garage in front so it is adjacent to the
36 stairs to the kitchen. He noted that contributes to the GFA variance. Mr. Hollender added there
37 are stairs and doors everywhere as well as a stair which did not match the style of the home which they
38 would eliminate and put the garage there and make it more consistent with the deck.

39
40 Ms. Hollender then stated with regard to the back of the home, she referred to a photograph of
41 a screened in porch going up one flight of stairs to the kitchen which would be eliminated. Mr. Hollender
42 confirmed the stairs will go inside the home leading to the kitchen. He then referred to a photograph of
43 the existing deck with the screened in staircase.

44
45 Chairperson Johnson asked if the turret has the elevator. Ms. Hollender responded it is a dumb waiter
46 and not an elevator which was used due to the two flights of stairs.

1 Mr. Greenough stated he saw only one garage door which appeared to be sized to fit two vehicles. Mr.
2 Hollender responded the pool equipment covered 1/3 of the garage and there may be 15-17 feet left.

3
4 Chairperson Johnson stated the proposed two car garage on the first level looks to be the same width as
5 the current one car garage. Ms. Klaassen referred the Board to Sheet D1.0 on page 20. Chairperson
6 Johnson asked if they could convert that to the same size garage. Mr. Hollender responded not with the
7 pool equipment. Chairperson Johnson then asked if there is any space for the pool equipment behind
8 that. Mr. Hollender noted the garage is not deep enough and there would have to be a major relocation
9 of the pool equipment, filter, pump, etc. and there would be nowhere to put toys, etc.

10
11 Ms. Hollender referred the Board to an illustration of the current condition versus the proposal taking
12 out the screened in staircase which showed the wrapping of the porch as well as the proposed two
13 car garage. She also referred the Board to a photograph of another home showing pillars and
14 architecture which is similar to what they want to do to extend the enclosed porches. Ms. Hollender
15 then asked if there were any other questions.

16
17 Chairperson Johnson asked Village staff, if someone wanted a five car garage, could they just come to
18 the Board for a variation. Ms. Klaassen stated that would be a variation from the permitted uses section
19 of the code. Chairperson Johnson stated she wanted to point out the way the code works is even though
20 the proposed fourth garage bay would not be next to each other they still aggregate them for purposes
21 of the zoning ordinance.

22
23 Mr. Bradley asked if the existing three car garage is not historic to the home. Mr. Lane stated it was built
24 in 1986. Mr. Bradley then stated in terms of the applicants framing their talking points as a restoration
25 project, they intend to keep and maintain that jutting cut-out three car garage and reduce it to a two car
26 garage and maintain it as part of the home. Ms. Hollender confirmed it is there and they could have a
27 detached bonus two car garage on the other side. Mr. Bradley stated their original arguments were
28 made there is a need to restore the front porch were anchored to restoring the character of the home
29 and that it would help maintain the stability of the home going forward. Ms. Hollender also stated it
30 related to the current lifestyle they envision. Mr. Bradley asked Village staff to what extent is the
31 additive of the three car garage GFA from 1986 to the overall total. Mr. Lane estimated it to be 800
32 square feet.

33
34 Mr. Bradley then stated in order to turn it into a two car garage they are not reducing the size but
35 are just making it have two doors for ingress/egress and asked how a three car garage became a two car
36 garage. Mr. Hollender responded there is a brick wall inside and no accessibility for a vehicle. He
37 indicated they can take it off if necessary.

38
39 Chairperson Johnson stated the property is substantially nonconforming and they ask applicants to
40 reduce the nonconformity. She indicated a simple way to do that is give them a garage closer to the
41 living space and take off the three car garage. Chairperson Johnson stated the applicants would have to
42 explain to the Village Council why that is not reasonable. Ms. Klaassen confirmed they would still need a
43 zoning variation because the way the home exists, it is nonconforming. Mr. Lane also stated the covered
44 porch adds to RLC and GFA. Mr. Hollender informed the Board they have three vehicles and two
45 children. Chairperson Johnson stated that is specific to the applicants' family and the Board has to look
46 at the neighborhood and what is reasonable. She also stated there are many three and two car garages
47 and having a very large home did not bootstrap having a four car garage with all these variations.

1 Mr. Lane stated they did not have to get rid of the entire thing but turn the three car garage into a one
2 car garage. He also stated it may be shorter so there would be less GFA and then have the pool room on
3 the backside of it. Mr. Lane then suggested instead of having the entire garage for the pool room, to use
4 the back piece for the pool room and have the garage go out to the curb of the turret where the
5 applicants would be getting a garage up top and taking out 500 square feet. Chairperson Johnson asked
6 Mr. Lane if he is suggesting the existing three car garage becomes a one car garage and Mr. Lane
7 confirmed that is correct and to have a two car garage upstairs. He stated while a three car garage
8 makes sense for the home and the neighborhood, they now have a parking pad on top of the garage and
9 they would not need the parking pad. Mr. Hollender informed the Board they have three vehicles. Mr.
10 Lane stated different people have different preferences and the Board did not provide variations for
11 owners but for properties. He added other owners may not want a four car garage and he understood
12 people buy for their preference.
13

14 Mr. Greenough referred to page 4 of the application and asked what is the use of the triangle space to
15 the left of the garage addition. Mr. Hollender responded it followed the contour of the pool. He also
16 stated there is a fence there and they would be following the line of the fence to privately secure the
17 pool. Mr. Greenough asked if it is empty storage space. Mr. Hollender confirmed that is correct.
18

19 Chairperson Johnson asked when was the three car garage added and referred to the illustration. Mr.
20 Hollender stated they tried to match the existing foundation and brick and when the brick was added to
21 match the existing brick, it was poorly done. He also stated the three car garage is in bad shape and they
22 are suggesting to making it stone instead of brick and continue the limestone up to improve the
23 property further.
24

25 Chairperson Johnson stated it is clear the proposal is to keep the three car garage the same size but with
26 two doors. Mr. Hollender confirmed that is correct with a masonry wall inside so it is not used as a three
27 car garage. He then stated they could lop off that portion if the Board wanted.
28

29 Mr. Greenough stated they understand the topography and the home challenge and thanked the
30 applicants for taking it on. He then stated he is lost as to the second story and asked if there would be
31 a new garage on the old story. Mr. Greenough then stated the pool comes up against the old garage and
32 they could not put the triangle there for storage. He questioned whether the use of the old garage is
33 more efficient or what happens if they lop off a portion and whether they would lose something
34 upstairs. Mr. Hollender confirmed they could lop off the triangle. He reiterated the fence line is there
35 and asphalt. Mr. Hollender also stated there is a patio on top of the old garage.
36

37 Mr. Lane suggested to start the two car garage further south and use some of that pool room space and
38 they would still have pool room space. He stated while that would still not get them below the variation
39 amount, it would be closer and stated it would be negligible. Chairperson Johnson asked if that would
40 improve the corner front yard setback. Mr. Hollender agreed it would help slightly. Ms. Klaassen
41 confirmed it would be improved.
42

43 Chairperson Johnson stated they also discussed the attached three car garage and asked if there were
44 any other questions from the Board. No additional questions were raised by the Board at this time. She
45 then asked if there were any questions from the audience.
46

47 Cindy Lenhardt, 777 Bryant Avenue, read the letter her husband, Benjamin Lenhardt, wrote into the
48 record as follows:

1 "My wife and I live at 777 Bryant Avenue where we have lived for over 38 years. In addition, my wife is
2 the owner of 730 Humboldt Avenue which we rent and which is adjacent to 720 Humboldt. It is because
3 of our strong interest in this case that I write.
4

5 Over the last few weeks I have had conversations with Robert Hollender about his plans for expanding
6 his existing northwest garage facilities and more recently his desire to alter the front entrance with a
7 covered porch and second floor balcony. I have told Robert we do not have objections to his proposed
8 garage alterations which would require several variances. However, my wife and I have major objections
9 to the proposed front porch addition and second floor balcony which would require a variance to
10 increase the maximum permitted building size (gross floor area).
11

12 According to my conversation last week with Ann Klaassen, Senior Planner, Department of Community
13 Development, the property at 720 Humboldt is allowed a gross floor area of 9,347 square feet. The
14 existing floor area is 13,134 square feet which is grandfathered.
15

16 A portion of the proposed front porch addition will add 177 square feet to the gross floor area and
17 requires a variance due to the enclosure on two sides. This covered porch will also extend over the
18 proposed concrete/blue stone porch floor and in so doing will add approximately 197 more square feet
19 of covered porch with one side. This proposal also adds approximately 374 square feet of usable area to
20 the second floor due to the new wood balcony above the first floor porch (see attached proposed
21 second floor plan A1.2). Therefore, this front porch addition will add approximately 748 square feet of
22 covered porch and balcony area to the house. Equally importantly the proposed front porch alters an
23 important historic structure in the Village of Winnetka.
24

25 The house at 720 Humboldt was built circa 1890 by Edward L. Ryerson, a distinguished Chicago
26 businessman. He and his other partners built four large Shingle Style houses on the bluff overlooking
27 Lake Michigan. The original four houses were built on a 16-acre block bounded by Prospect Avenue,
28 Humboldt Avenue, Sheridan Road and Snake Hill and formed a compound that shared interconnected
29 gardens and three tennis courts that were below the bluff along Sheridan Road. This compound was
30 described as "A Lesson from a Chicago suburb where four families planned their places together - each
31 enjoys four times as big a place, without extra cost" in Country life in America on August 1, 1912. Today
32 720 Humboldt and its next-door neighbor, 731 Prospect Avenue, are the only two remaining original
33 houses. 720 Humboldt is an outstanding example of the Shingle Style house built in the late 19th
34 century.
35

36 731 Prospect Avenue was the recipient in 2000 of a Historic Preservation Award from the Winnetka
37 Landmark Preservation Commission. This ceremony highlighted "When is a Shingle Style house a work of
38 art?" Like 731 Prospect 720 Humboldt is a work of art and the original entrance should be preserved and
39 not altered.
40

41 Below is a photo of the current original front entrance. The proposed front porch destroys the integrity
42 of the original architecture as can be seen from attached proposed elevation A2.0. The expansion of the
43 front porch requires a variance from the maximum permitted building size (gross floor area) and my
44 wife and I urge you to deny this variance request."
45

46 Mrs. Lenhardt also stated there were other letters received. Chairperson Johnson confirmed they are in
47 the agenda packet and they appreciated her sharing the historical information. She added you cannot

1 see 731 Prospect from the street. Mrs. Lenhardt informed the Board that property owner wrote the
2 letter.

3
4 Mr. Greenough asked Mrs. Lenhardt with regard to the Historical Society picture of the home which had
5 a covered porch if she is suggesting it be done in that manner. Mrs. Lenhardt noted her husband did the
6 research and he may have missed that. Mr. Greenough asked her if they are objecting to the
7 appearance. Mrs. Lenhardt responded they are objecting to the bulk and the appearance is fine.

8
9 Chairperson Johnson asked if there were any other comments. No additional comments were made by
10 the audience at this time. She then called the matter in for discussion.

11
12 Chairperson Johnson stated the Board would start with the front porch addition and asked Ms. Klaassen
13 if the 177 square feet is included in the addition. Ms. Klaassen responded that part of the existing
14 second floor cantilevers out over a portion of the porch. She stated their calculation excluded that
15 portion because it was already included, so it is a minor difference.

16
17 Mr. Bradley stated given the porch which he assumed related to the GFA discussion, he questioned how
18 they propose to bifurcate that portion of the discussion. He also asked which one of the variation
19 requests that obviates. Mr. Bradley then referred to 9,000 square feet of GFA overage which already
20 exists on the property and it seemed only to be valid to the GFA question. Chairperson Johnson stated
21 they are to focus on the GFA number and if they felt comfortable that the request met the standards.

22
23 Mr. Bradley commented there was a nice presentation about the validity of having a covered front
24 porch. He stated in anchoring that to the effects of whatever, he asked how to apply the standards and
25 there are lots of homes without covered porches and whether to say that is a basis to grant a variation.
26 He indicated he is worried about setting a precedent.

27
28 Mr. Lane stated the home dated to the 1890's and gets water damage. He then stated there are ways to
29 solve those issues without having a porch. Mr. Lane stated he agreed with Mr. Bradley's comments and
30 the water would now gather on top of the porch instead of the concrete. He then stated in connection
31 with what Mr. Bradley did not talk about is what is happening on top of the porch which he described as
32 a walkout area for guests and is not part of the calculations here. Mr. Lane stated there is an added
33 benefit of having it and it is already there as a roof. He indicated his suspicion is it is driving what
34 the request is which is for the porch. Mr. Lane then stated much would be cured in terms of bringing the
35 front porch back into restoration with brick work to ameliorate the rain effects. Mr. Lane also stated
36 letting the porch be there as already adding to the GFA overrun, there are issues with that and what
37 is legitimate as the real issue is having a garage where people have use of it and if the applicants
38 are asking only for a variation for them to go over the GFA amount to put a top onto the porch area,
39 then his vote would be no.

40
41 Chairperson Johnson stated they could put a top on it but no walls. Ms. Klaassen confirmed putting a
42 roof on constitutes additional area for a portion of the porch, even without walls.

43
44 Mr. Lane asked if it would not change if it was just decorative even if they cannot walk out on it. Ms.
45 Klaassen confirmed that is correct. Mr. Lane then referred to making it decorative and in the same
46 design without the ability to walk out on it. He also stated he would be worried about water in better
47 situations and the question is whether they can solve the GFA issue. Mr. Lane then referred to whether
48 he could get past this one and adding the roof line.

1 Mr. Bradley stated he cannot get around the questions and would need to come to have peace of mind
2 with regard to the applicants' inability to realize reasonable return. He then stated the normal standards
3 did not warrant that this home needs to have an enclosed covered front porch and described the 800
4 square feet elephant as the relocation of the garage.

5
6 Chairperson Johnson asked if there were any other questions about the porch.

7
8 Mr. Greable stated in the overall scheme, 135 square feet seemed insignificant to him. He also stated in
9 looking at the overall amounts, they would be going to 13,134 square feet and not 9,000 square feet
10 which long in the past compared to 13,939 square feet. Mr. Greable then suggested they should address
11 the views to the garage calculations.

12
13 Mr. Lane stated his figures are 681 square feet for the garage and 381 square feet for the porch. Ms.
14 Klaassen confirmed 361 square feet is for RLC and he is confusing the GFA and RLC figures. Mr. Bradley
15 confirmed 135 square feet of the 815 square feet is for the porch.

16
17 Mr. Naumann referred to Mr. Lane's point of the strict interpretation of reasonable return and
18 that materiality is considered here. He stated a small piece of it is GFA and they cannot bifurcate it.
19 Chairperson Johnson confirmed they are talking about the whole thing. She then stated to be clear, they
20 are considering the GFA variation, a corner front yard setback, the front facing width of the garage and
21 having a total number of four garage doors which required variances. Chairperson Johnson also stated
22 they have discussed with the applicants the possibility of changing the design for the proposed two car
23 garage and eliminating some of the three car garage and not just putting in a wall.

24
25 Mr. Bradley then stated on the GFA question, while 651 square feet is from the newly added garage, he
26 felt for the owners in this regard. He stated he drove by the property and bringing children and groceries
27 up the stairs must not be an easy task and they cannot reasonably expect a return having the existing
28 three car garage where it is. Mr. Bradley stated it would increase the value and use of the property
29 100% with the applicants to have a modern two car garage on the property in order to make things
30 more in line with the standards for a home of that size. He then stated concessions can be made here to
31 reduce overall impact of the variance request and it is the Board's prerogative to find alternatives or to
32 minimize the disruption so that it is not precedent setting. Mr. Bradley also stated even though they
33 have a pool, there is no standard relating to the size of the pool storage facility and there is an ability to
34 reduce the overall GFA impact keeping the two car garage where it is but setting it back and eating into
35 the space designed for the pool storage which would obviate the pain in connection with standard nos.
36 1 and 2. Mr. Bradley stated with regard to the corner front yard setback, if they pushed the two car
37 garage in a little bit, it would come down 14 or 13 feet which is there which he described as a no
38 brainer. He agreed they need space for the mechanical equipment and pool storage in the home and he
39 would be in favor of that. Mr. Bradley then stated the rest of the question is how to reduce the GFA
40 further in dealing with the existing 1986 three car garage and he appreciated while the applicants want
41 to have a four car garage with two on top and two at the bottom, they would then need to lose the third
42 door. Mr. Bradley concluded that a concession on the part of the applicants to reduce the footprint
43 further by not putting up a masonry wall and lopping it off would allow him to get behind the entire
44 proposal.

45
46 Mr. Naumann asked Ms. Klaassen in working with the applicants, how extensive was the discussion on
47 alternatives to mitigate the variations requested. He then stated being new to the area, they should
48 know what the different options are. Ms. Klaassen responded she informed the applicants it would be

1 highly likely it would come to this type of discussion and they were aware they could have a two car
2 detached garage in the rear quarter which is a conforming option and which would not contribute to
3 GFA. She noted that did not meet their needs with regard to proximity to the kitchen. Mr. Hollender
4 stated it would be easier to do that than to fix what is there now. He described it as being very ugly in
5 the neighborhood and not a good solution. He also stated they would work with the neighbors.

6
7 Chairperson Johnson agreed it would not be reasonable. Mr. Naumann confirmed the applicants looked
8 at that alternative and it was not deemed viable. Chairperson Johnson then referred to lopping off part
9 of the three car garage which did not match the home anyway.

10
11 Mr. Bradley stated judging aesthetics is not the Board's job and agreed it is quite an eyesore now. Mr.
12 Hollender stated they planned to improve it as much as they can. He reiterated they can make it stone
13 veneer instead of brick to match the foundation wall. Chairperson Johnson stated the Board is not to
14 focus on the design. Mr. Hollender added that for garage doors which are only 8 feet wide, they
15 can barely get a vehicle in.

16
17 Chairperson Johnson asked if there were any other questions. Mr. Greenough stated he is not troubled
18 with four front facing garage doors which are invisible from the street and are on a 90 degree angle. He
19 then stated he agreed with Mr. Bradley with regard to the lopping off concession.

20
21 Mr. Lane stated there have been situations where they say to move a garage 1 foot and this is more
22 complex and would not solve their problem. He stated he also agreed with Mr. Bradley and a four car
23 garage is not standard. Mr. Lane also stated while there are not conforming alternatives, there
24 are alternatives which deal with the issues here. He stated at the end of the day, having a two car
25 smaller garage up top is not so much square feet. Mr. Lane also stated they did not need that much
26 space for the pool equipment and cutting off the first floor garage. He then stated they can get there
27 with regard to the porch and 135 square feet is not the biggest issue and that the historical analysis is
28 not an issue. Mr. Lane referred to what is decorative and not a walk-out porch which would be better
29 for him and referred to water going into the gutters. He suggested the applicants come back before the
30 Board.

31
32 Chairperson Johnson emphasized a four car garage is not necessary for what they need for a modern
33 home in the R-2 district as Mr. Lane stated. Chairperson Johnson stated in hearing the Board's
34 comments, the applicants can continue the request to the next hearing date and come back with
35 alternatives speaking to the concerns. Or they could proceed with a negative recommendation to
36 the Village Council and not come back before the Board.

37 Mr. Hollender informed the Board they would alter their plans and make concessions. Ms. Hollender
38 asked what the magic number is and they made a good faith attempt to minimize the amount of
39 variations. She referred to whether it is their job to be a limiter but to minimize the variations and being
40 asked to consider different options.

41
42 Chairperson Johnson stated the mantra is that you do not always get what you want but what you need.
43 She described the home as significantly oversized and they would exacerbate that by having more
44 garage space than they need. Chairperson Johnson stated they all agree there is a need for the garage to
45 be closer to the living space. She then stated with regard to the porch, it is secondary and the way it
46 looks now is not appropriate for such a grand home.

1 Mr. Hollender stated they knew the biggest concern would be walking on top of it and they concede
2 that.

3
4 Chairperson Johnson asked for a motion to continue the request.

5
6 Mr. Greable stated he appreciated the effort they made to work on the historic home and their
7 willingness to put sweat equity and money into the home.

8
9 Chairperson Johnson agreed they all do and understand the challenge.

10
11 Mr. Lane then moved to continue the request to the next meeting date. Chairperson Johnson added or
12 to a further date if the applicants need more time. Mr. Hollender responded they can do it within a
13 month.

14
15 Mr. Lane again moved to continue the request to next month. Mr. Greable seconded the motion. A vote
16 was taken and the motion was unanimously passed.

17
18 AYES: Bradley, Greable, Greenough, Johnson, Lane, Naumann

19 NAYS: None

20
21 ***



Winnetka Founder's Day **PROCLAMATION**

WHEREAS, the Village was incorporated on March 10, 1869 and 2019 is designated as a year of celebration in honor of the 150th anniversary of Winnetka's founding, with the official theme of "People, Places and Progress;" and

WHEREAS, Winnetka's earliest residents were well-educated and reform-minded, and included John and Susannah Garland, who bought the Patterson tavern and added further improvements including a saw mill, a brick home, and Winnetka's first church, and Charles and Sarah Peck, who organized the Winnetka's first school and in 1869, donated the land known as the Village Green to the community, which was the site of Martin Luther King Jr.'s historic visit in 1965; and

WHEREAS, distinguished architects including Edwin Clark, Dwight and Larry Perkins, Eliel and Eero Saarinen, Robert Seyfarth, Walter Burley and Marion Mahony Griffin, Howard Doren Van Shaw, George Maher, and many others used their skills to enhance Village homes and buildings; and

WHEREAS, progressive educators such as Carleton Washburn and Perry Dunlap Smith developed revolutionary new education systems that stressed the inclusion of creative activities and support for the emotional and social development of schoolchildren, and William Hadley, who after losing his sight in middle age, addressed the absence of educational opportunities for blind people by establishing a school for the blind and visually impaired; and

WHEREAS, Winnetka's civic life was enriched through the professional management of its second and longest-serving Village Manager, Herbert Woolhiser, who oversaw the introduction of the Winnetka Plan, construction of the Village Hall, formation of the Skokie Lagoons, addition of Tower Road Beach and the Skokie Playfields, and the creation of railway grade separation project; and

WHEREAS, Winnetka is home to Crow Island School, a National Historical Landmark located adjacent to Crow Island Woods, which is the location of the Schmidt-Burnham log house, the oldest surviving home in Winnetka and oldest log structure in Cook County; and

WHEREAS, Winnetka's greatest asset is and always has been its citizens, who are committed to excellence in education, protection of the natural environment, preservation of its architectural heritage, and fostering innovation and foresight in public works projects, demonstrating their dedication and loyalty to the Village of Winnetka.

NOW THEREFORE, the Council of the Village of Winnetka gives thanks for all Winnetka residents - past and present - for their selfless contributions, hard work, and devotion, and invites the community to celebrate the history and heritage of Winnetka in 2019.

Chris Rintz, President
Village of Winnetka

Dated: _____



Agenda Item Executive Summary

Title: Request for Code Amendments for Revised Proposed Banquet Facility at 915 Green Bay Road

Presenter: David Schoon, Community Development Director

Agenda Date: 02/19/2019

Consent: ☐ YES ☒ NO

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

Item History:

01/15/2019 - Village Council review of Applicant's original request.

Executive Summary:

On February 19, 2019 the Village Council is scheduled to consider a revised request by Boutique Bites (the "Applicant"), as the potential lessee of the property located at 915 Green Bay Road (the "Subject Property"), which would require the following:

- A. Amendment to the Zoning Ordinance to allow banquet facilities in the C2 General Retail Commercial District and the C2 Commercial Overlay District.
- B. Amendments to Chapter 5.09 Liquor Control Regulations to either amend an existing liquor classification, or create a new liquor classification for the service of alcohol proposed banquet facility.
- C. Creation of valet parking regulations to allow licensing and establishment of such services from a public right-of-way or other Village property.

The Applicant has revised her proposal since the Council reviewed her original request on January 15, 2019. As currently proposed, the operation would have only two distinct, but related components: (1) a banquet and reception venue and (2) a commercial catering kitchen and storage area. The Applicant is no longer able to include the retail specialty foods store and café as she has learned the building has less usable square footage than she originally thought.

Attached is a staff report summarizing the Applicant's revised proposal and outlining the Village Code amendments that would be necessary in order to allow the Applicant's proposed operation.

Recommendation:

Consideration of the application at this point is focused on designating a body to conduct the public hearing on the Zoning Ordinance text amendment. The Council may either designate itself to conduct the public hearing or refer it to one of its advisory bodies. In preparation for the Council's future consideration, the Village Council may wish to provide direction to staff regarding information it may find helpful with making its decision regarding potential zoning, liquor, and valet parking code amendments.

Attachments:

Village Staff Report dated February 14, 2019

Attachment A – Applicant's Revised Proposal

Attachment B – Staff Report and Attachments Regarding Applicant's Original 1/15/19 Proposal



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, DIRECTOR
DATE: FEBRUARY 14, 2019
SUBJECT: BOUTIQUE BITES - 915 GREEN BAY ROAD
- CODE AMENDMENTS

INTRODUCTION

On February 19, 2019 the Village Council is scheduled to consider a **revised** request by Boutique Bites (the "Applicant"), as the potential lessee of the property located at 915 Green Bay Road (the "Subject Property"), which would require the following:

- A. Amendment to the Zoning Ordinance to allow banquet facilities in the C2 General Retail Commercial District ("C2 District") and the C2 Commercial Overlay District ("Overlay District").
- B. Amendments to Chapter 5.09 Liquor Control Regulations to either amend an existing liquor classification, or create a new liquor classification for the service of alcohol proposed banquet facility.
- C. Creation of valet parking regulations to allow the licensing and establishment of such services from a public right-of-way or other Village property.

On January 15, 2019 the Village Council considered a request for policy direction regarding multiple code amendments related to the Applicant's proposal to relocate their existing business, Boutique Bites to the Subject Property. While the Applicant continues to propose relocating and expanding to the Subject Property, the revised proposal now calls for the facility to only include the following two related components (1) a banquet and reception venue, and (2) a commercial catering kitchen storage area. The Applicant is no longer proposing to include the retail specialty foods store and café as she has learned the building has less usable square footage than she originally thought. The applicant has provided details explaining the proposed revised business operation, which is included in Attachment A.

Direction provided by the Council on January 15 indicated that a majority of Trustees favored amending the zoning ordinance to allow banquet facilities as a permitted use subject to several conditions, including that the layout of such uses be such that the street frontage is occupied by retail specialty food store and/or café. Given the change in the proposed operation, staff is looking for direction from the Village Council regarding how to proceed with the Zoning Ordinance amendments.

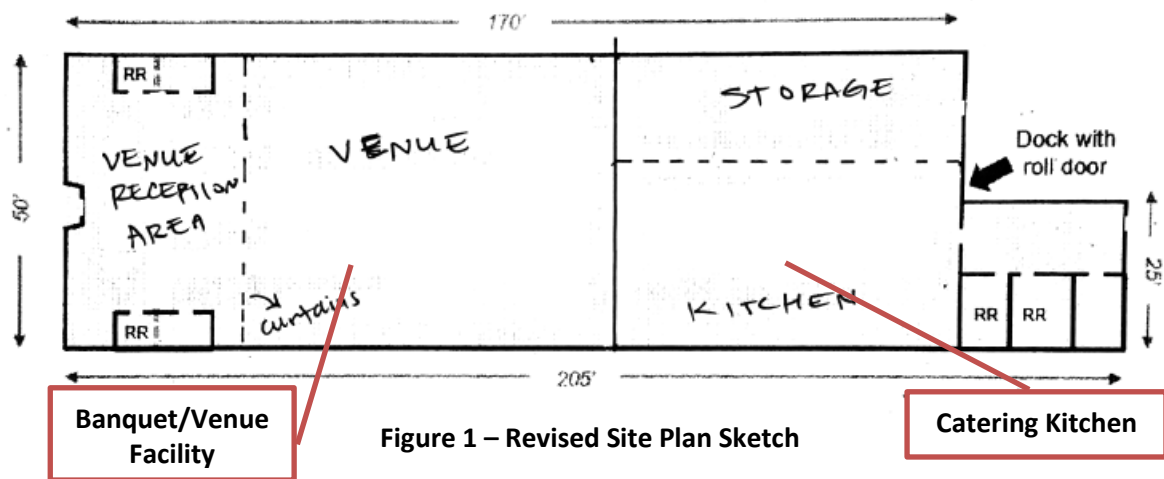
ORIGINAL PROPOSAL

On January 15, 2019, the Village Council reviewed the Applicant's proposal to operate the following related components on the Subject Property: (1) a retail specialty foods store and café; (2) a banquet and reception venue; and (3) a commercial catering kitchen and storage area. At that point in time, the Applicant believed the building on the Subject Property contained 10,000 square feet of usable floor area. (Attachment B – Staff Report and Attachments Regarding Applicant's Original 1/15/19 Proposal)

Village Council members expressed an openness to consider necessary amendments to the Zoning Ordinance, the Village's liquor license requirements, and the Village Code regarding allowing commercial businesses to offer valet parking services. Regarding the Zoning Ordinance amendments, the Council decided that the public hearing to allow a banquet facility in the C2 District and the Overlay District would be held by the Village Council. The Council also decided that the public hearing would be on an amendment to allow banquet and reception halls as a **permitted use** subject to the use meeting certain conditions, such as (a) the use must have a café/specialty food store along the street frontage, (b) the use would need to comply with certain noise standards, and (c) the use would need to submit a parking and loading plan for approval by the Director of Community Development, and such plan could include valet parking.

REVISED PROPOSAL

The Applicant proposes the following two business components on the Subject Property (1) a banquet and reception venue and (2) a commercial catering kitchen and storage area. The Applicant has provided revised details explaining the proposed business operation, which is included in Attachment A.



Since the January 15 Village Council meeting, the Applicant has measured the space to begin designing her operation. During that process, the Applicant learned that the usable space is only approximately 8,500 square feet, significantly less than the 10,000 square feet she originally believed it to be. The Applicant has indicated that her current space is approximately 8,200 square feet and only houses a banquet hall and catering facility. It does not contain a café/specialty food store. She states in her revised proposal that the proposed business relocation was predicated on finding a larger space to expand the core banquet/catering component of her business from its current size of 8,200 square feet. The 10,000 square feet, she originally thought the building had, would provide her with space to slightly expand her two existing operations as well as provide a café/specialty food store of approximately 1,000 to 1,500 square feet. Unfortunately, she has learned that the usable square footage would not provide her the space to provide a permanent café/specialty food store.

In the attached email submitted by the Applicant, she has stated that she would have a “pop-up” café on occasions as well as “open houses” to provide the public with an opportunity to see what services they offer and to explore what residents may want in terms of a café. She has stated that after the banquet hall and catering facility are up and running, she would like to lease space nearby to open the café/special food store concept that she has discussed.

NECESSARY RELIEF

Zoning Ordinance - As previously stated, an amendment to the Zoning Ordinance is necessary in order to allow a banquet facility as an allowed use in either the C2 District or the Overlay District. Should the Council continue to be interested in considering an amendment to the Zoning Ordinance to allow the proposed banquet facility, it would be advisable to develop a zoning definition describing such a use to differentiate it from other facilities such as restaurants which may also host such events. Staff had previously presented the following possible definition:

BANQUET OR RECEPTION HALL. A facility rented out for private events, which involve the service of a meal and at which seating is provided at tables. As used herein, “private event” means a gathering of persons who have been individually invited to the event and from which persons not so invited are excluded. Live entertainment and dancing is permitted in a banquet hall; however, such live entertainment or dancing shall not be the primary use of a banquet hall. Alcoholic beverages may be sold or consumed within a banquet hall during a private event subject to state law requirements and subject to Village liquor license approval.

If the Council is inclined to amend the Zoning Ordinance to allow a banquet facility in the C2 District and Overlay District, the Council will also need to determine if it wishes to continue to consider the use as a permitted use, which would be by right and not require a public review process, or given the changes with the Applicant’s proposed business operation, that banquet facility uses would be allowed only as a special use, which would require evaluation under the standards for special uses and would include a public hearing.

Also, the Council will need to determine if it should be the body that holds the public hearing on the Zoning Ordinance text amendment, or if the proposed amendment should be referred to the Plan Commission and/or Zoning Board of Appeals. Notice of the public hearing requires publication in the newspaper at least 15 days before the hearing. If the Council is inclined to consider allowing banquet facilities only as a special use, then the Plan Commission would also be required to hold a public hearing on the special use request given that a portion of the special use would be located within the Overlay District. If that is the case, the Council may wish to refer the Zoning Ordinance text amendment to the Plan Commission for the public hearing, so that the public hearing on the text amendment and the special use request could be held simultaneously.

Liquor License Regulations. As previously reported to the Village Council, though the liquor control regulations within the Village code contain several different types of licenses, the code does not currently contain a license that accurately aligns with the vision of how alcohol would be sold and served within the banquet space for private events. In order to accommodate the current proposal, the Village would need to consider creating a new classification of liquor license or amend an existing license classification. The Village Council has the authority to amend this section of the Code without referring the matter to another advisory body for a public hearing.

Valet Parking Regulations. The Applicant’s revised changes continue to include the offering valet parking services which would require the Village to amend the Village Code to allow businesses to offer such services. The Village Council has the authority to amend this section of the Code without referring the matter to another advisory body for a public hearing.

RECOMMENDATION

Staff is looking for direction from the Village Council regarding the necessary amendments to the Municipal Code regarding zoning, liquor license, and valet parking regulations.

- Regarding the necessary zoning amendment to allow banquet facilities in the C2 District and the Overlay District, consideration of the **revised** application at this point is focused on designating a body to conduct the public hearing on the zoning ordinance text amendment. The Council may either designate itself to conduct the public hearing or refer it to one of its advisory bodies.
- Regarding the necessary liquor license amendment, is the Council still interested in considering the creation of a new classification of liquor license or amending an existing license classification to allow the proposed banquet facility to serve alcoholic beverages?
- Regarding the proposed valet parking, is the Council still interested in considering the establishment of valet parking regulations?

In conjunction with the scheduling of a public hearing, staff will prepare a more detailed report on the zoning text amendment as well as amendments related to the liquor license requirements and valet parking regulations. In preparation of those reports, the Village Council may wish to provide direction to staff regarding information it may find helpful with making its decision.

ATTACHMENTS

Attachment A – Applicant’s Revised Proposal

Attachment B – Staff Report and Attachments Regarding Applicant's Original 1/15/19 Proposal

David Schoon

From: Elaina Vazquez <elaina@boutiquebites.com>
Sent: Thursday, February 7, 2019 1:38 PM
To: David Schoon
Subject: Boutique Bites Updated Proposal - 915 Green Bay
Attachments: Updated Boutique Bites x Winnetka.docx; Updated Site Plan Sketch.pdf

Hi David,

Feel free to share this email/info with the committee. It summarizes what we have recently discussed on the phone.

I have attached the revised plan and layout of the space at 915 Green Bay Road. Based on the updated square footage, we are no longer able to fit the specialty food store / café concept into the existing space. The new plan is to open as a venue only, with my catering kitchen and storage facility onsite.

I would, however, like to test the café concept in the venue through a series of “pop-ups”. The idea being to have certain days (determined by my company based on our events schedule) where we are open to the public so they can stop in and purchase to-go food items. These days will be promoted in advance and we can also put signage outside so anyone walking by knows that they can drop in. Holidays especially will be very popular for our pop ups. For example, the 2 days leading up to Thanksgiving as well as X-Mas Eve will be a benefit to the community for their holiday menu considerations.

In addition, for the first few months after the venue opens, we will host monthly “open houses”. These will take place on weekend mornings/afternoons, and anyone is welcome to drop in and tour the space. We will have complimentary snacks and drinks available, and it’s a good way for the community and potential clients to see what we do.

After we have the venue up and running, I would like to lease a space on the same block (either across the street or same side of the street a few doors down) to open the café concept that we previously discussed. I anticipate the café opening in 2020 or 2021, contingent on property availability as well as timing of the current project.

Thank you for your consideration and please feel free to reach out if you have any questions. My cell is 847-334-6525.

Warmly,
Elaina

ELAINA VAZQUEZ
Founder :: CEO

BOUTIQUE BITES
224 N. Ada St. | Chicago, IL | 60607
office: (773) 313-3211

[Website](#) | [BRIQUE](#) | [Instagram](#)

.....
Book our venue **BRIQUE** for your next event!
Please contact jennifer@boutiquebites.com
for more info or to schedule a tour!

BOUTIQUE BITES PROPOSAL

Location:

915 Green Bay Road, Winnetka, IL 60093

Concept:

The property will be used for 2 purposes (see attached Site Plan Sketch):

- Event Venue
 - Located in the front and middle portion of the building
- Commercial Catering Kitchen & Storage for Boutique Bites
 - Located in the back portion of the building, attached to the loading dock

Venue Vision:

- [Haven's Kitchen](#) meets [Cannon Green](#)
 - The venue will be similar to our current venue [BRIQUE](#). We envision the design and layout to feel comparable what we have created in the West Loop. "Napa Valley meets Nantucket" is the guiding aesthetic of the space
 - We want to keep one of the trees that currently exists in the space, and incorporate it into the venue design
- Operating Details
 - Approximately 4,500 sq. ft.
 - Capacity – approximately 150 guests seated with a dance floor
 - We will need to add additional restrooms to the space. Architectural plans for rehab work will be submitted for permitting
 - We expect bookings to fill in for 2019, with maximum Saturday bookings filled by summer of 2020. Approximately half of our Fridays and Sundays will fill in, and weekday corporate bookings will be popular September-December. We will also book multi-day meetings & conferences
 - We hire & train all servers & bartenders to serve the food & drinks/alcohol
 - All bartenders are Basset certified
 - The venue will have approximately 8-25 employees on-site depending on the number of guests per event (this includes the catering kitchen staff)
 - Clients are able to add on a valet option for their events (we typically recommend VIP valet). See below in Miscellaneous Section for explanation
- Licensing
 - On & Off-Premise catering & liquor license
 - Valet license or ordinance that allows valet parking by a company

- Pricing
 - In addition to a Venue Rental Fee, we sell food & liquor packages for all events in the space (see attached sample menus and pricing). No individual alcoholic drinks (or cash bar packages) are sold for events.
 - We have food & beverage minimums in place based on the time of year and day of the week
- Community Considerations
 - The venue will have a Preferred Vendor List for planners, florists, photographers, décor, and audiovisual needs. Many of them will be businesses that we currently work with in the city, but this is also an opportunity for us to recommend vendors local to Winnetka and the surrounding area
 - Based on our client list and reputation, we expect to draw substantial business from Chicago and surrounding suburbs that will help local Winnetka businesses. We have a proven 10-year track record of acquiring and keeping high-end & high-income clientele. Our design aesthetic, food quality, and service standards all ensure that the venue will be booked by a wide range of clients looking for a “city experience” without directly being in Chicago (as this is becoming increasingly popular)

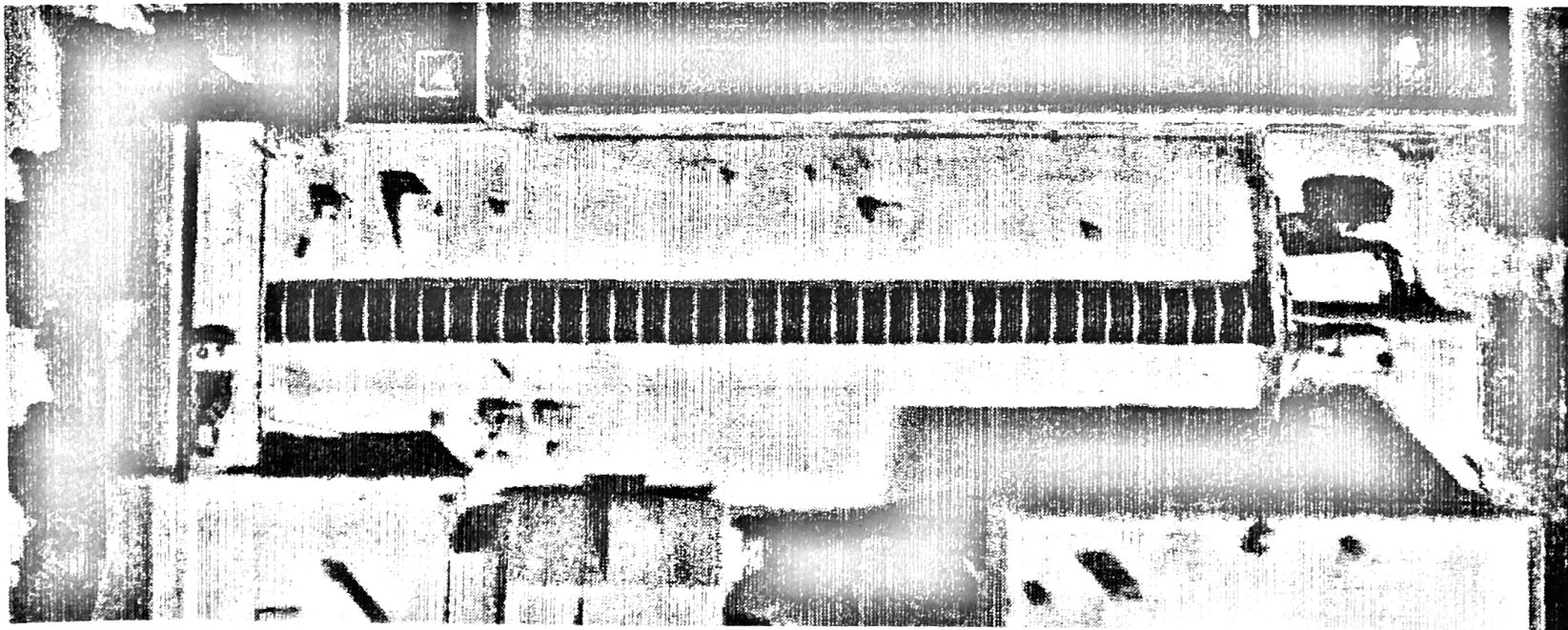
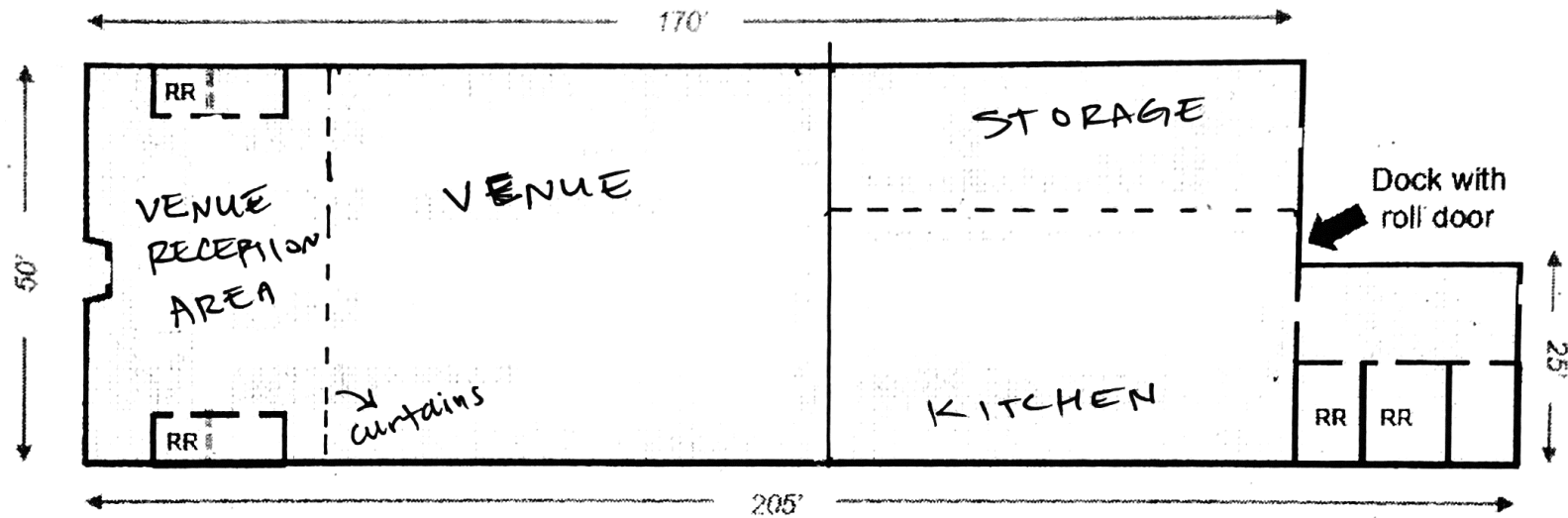
Boutique Bites Catering Kitchen Vision:

- The kitchen will mimic our current space in the West loop
 - It will be divided between kitchen prep space, office space and storage space (for our venue tables, chairs, and other catering supplies).
- Operating Details
 - Approximately 4,000 sq. ft.
 - All deliveries will be received through the loading dock. Deliveries usually take 5 to 15 minutes, thereby minimizing any traffic related issues
 - The catering company will have about 8-15 employees on site at any given time (this includes the kitchen and administrative staff)
 - Following are some of our current vendors & purveyors:
 - Halls Rentals
 - Tablescapes Rentals
 - BBJ Linen
 - Testa Produce
 - Fortune Fish
- Licensing
 - On & Off-Premise catering & liquor license (same as venue licensing needs)

Miscellaneous:

- Guest + Employee Parking
 - Street parking on Green Bay Road
 - Parking from both nearby city garages
 - Parking behind building across from loading dock area
 - My staff will either take public transportation or park in one of the garages nearby. If employee permit parking exists, we would be interested in exploring this option as well.
 - For events at the venue, we will recommend valet parking. In my current experience, the valet company is licensed by the City of Chicago and coordinates all logistics associated with parking at each location. For frame of reference, only on days/evenings of booked events at the venue, the valet company is issued “no parking signs” by the city for the specific event hours, and they post them in front of my venue so that guests can pull up in front. From there, the valet company parks the cars in the area. We recommend the use of the 2 nearby garages.
- Project Timeline
 - Preliminary approval of all licenses by early April, 2019 in order to finalize & execute the lease of premises
 - Construction/remodel begins mid May, 2019
 - Anticipated opening date – October 1, 2019

SITE PLANS





MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, DIRECTOR
DATE: JANUARY 10, 2019
SUBJECT: BOUTIQUE BITES - 915 GREEN BAY ROAD - CODE AMENDEMENTS

INTRODUCTION

On January 15, 2019 the Village Council is scheduled to consider a request by Boutique Bites (the "Applicant"), as the potential lessee of the property located at 915 Green Bay Road (the "Subject Property"), which would require the following:

- A. Amendment to the Zoning Ordinance to allow banquet facilities in the C2 General Retail Commercial District and the C2 Commercial Overlay District.
- B. Amendments to Chapter 5.09 Liquor Control Regulations to either amend an existing liquor classification, or create a new liquor classification for the service of alcohol proposed banquet facility.
- C. Creation of valet parking regulations to allow the licensing and establishment of such services from a public right-of-way or other Village property.

PROPERTY DESCRIPTION

The Subject Property at 915 Green Bay Road consists of a two-story commercial building, located on the east side of Green Bay Road, between Tower Road and Gage Street.

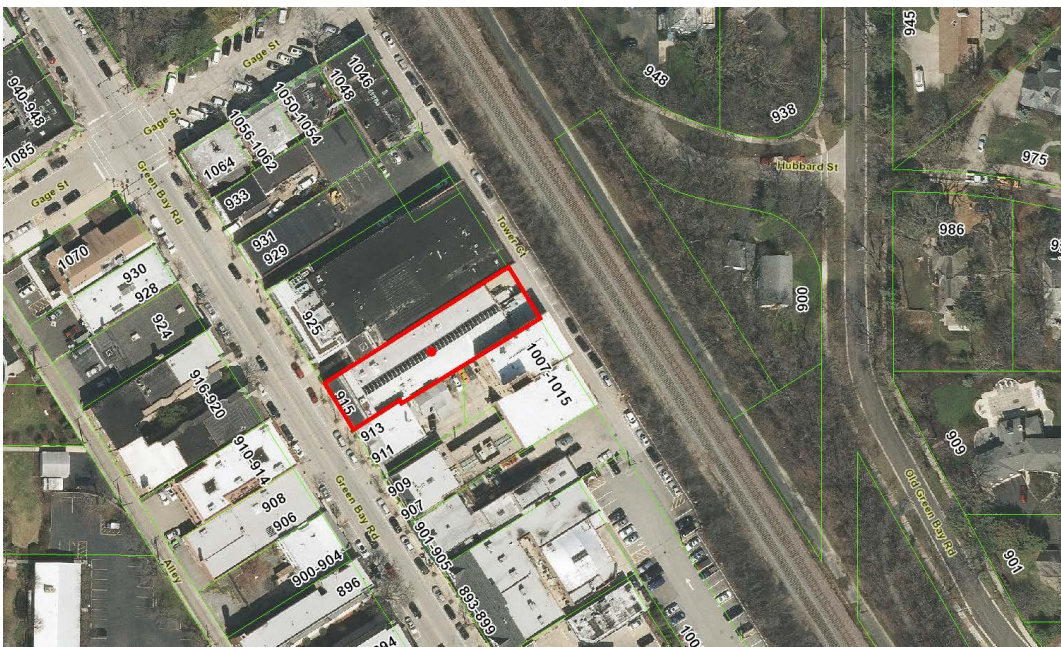


Figure 1 – Subject Property (GIS Aerial View)

The Subject Property most recently was the home of *The Antique Emporium* and has been vacant for approximately six (6) years. The first floor commercial space measures approximately 10,000 square feet in area. The second floor of the building measures approximately 1,000 square feet, and is depicted in *Figure 2* below. The second floor space was previously used as office space for the *Antique Emporium*.



Figure 2 – Subject Property (Street View)

The property is zoned C-2 General Retail Commercial (the “C2 District”) and is located within the C2 Commercial Overlay District (the “Overlay District”). The zoning of the property is consistent with the Comprehensive Plan, which designates the property as appropriate for mixed use development.

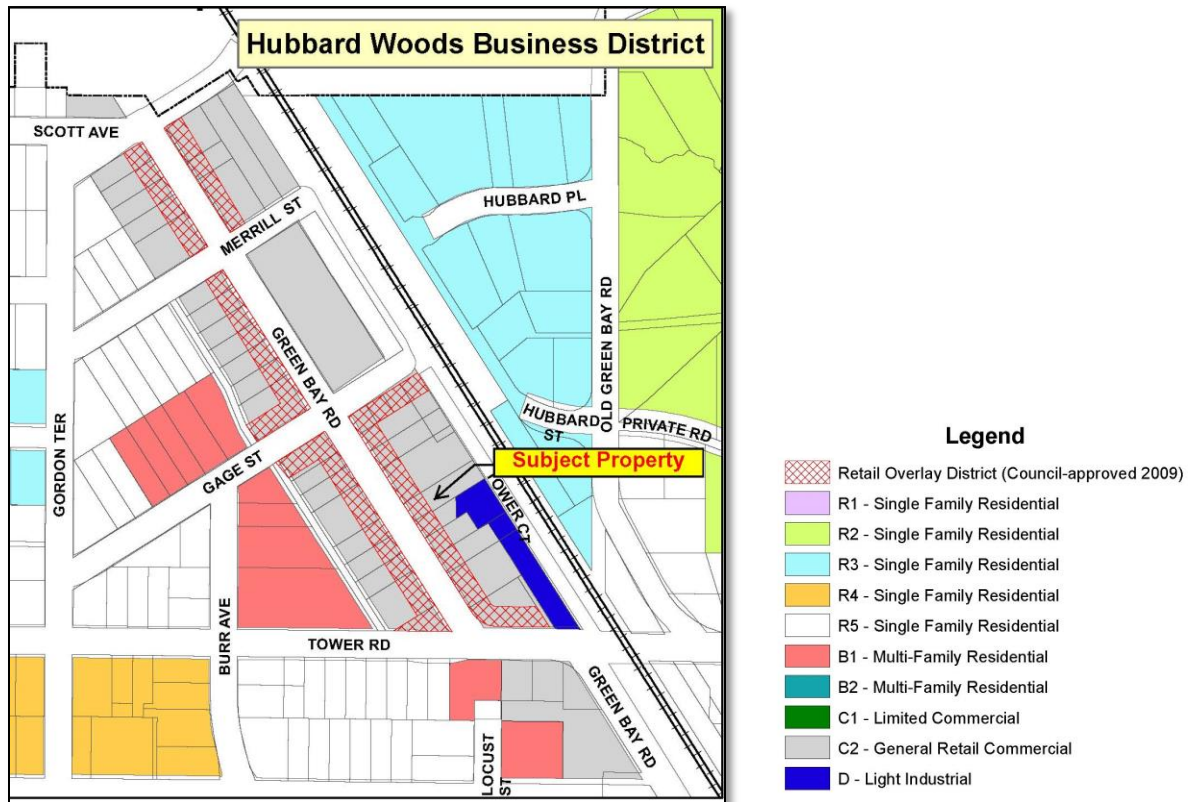


Figure 3 – Subject Property (Zoning Map)

DESCRIPTION OF REQUEST

The Applicant proposes to relocate and expand their existing business, *Boutique Bites*, to the Subject Property, a facility which would have three distinct, but related components: (1) a retail specialty foods store and café; (2) a banquet and reception venue; and (3) a commercial catering kitchen and storage area. The applicant has provided details explaining the proposed business operation, which is included in Attachment A.

The retail and café component would be located in the front of the building along the street. The venue, or banquet facility, would be located in the middle of the building with separate access on the north side of the café as depicted in the sketch below (Figure 4). The commercial catering kitchen would be located at the rear of the space, adjacent to an existing loading dock at the rear of the building.

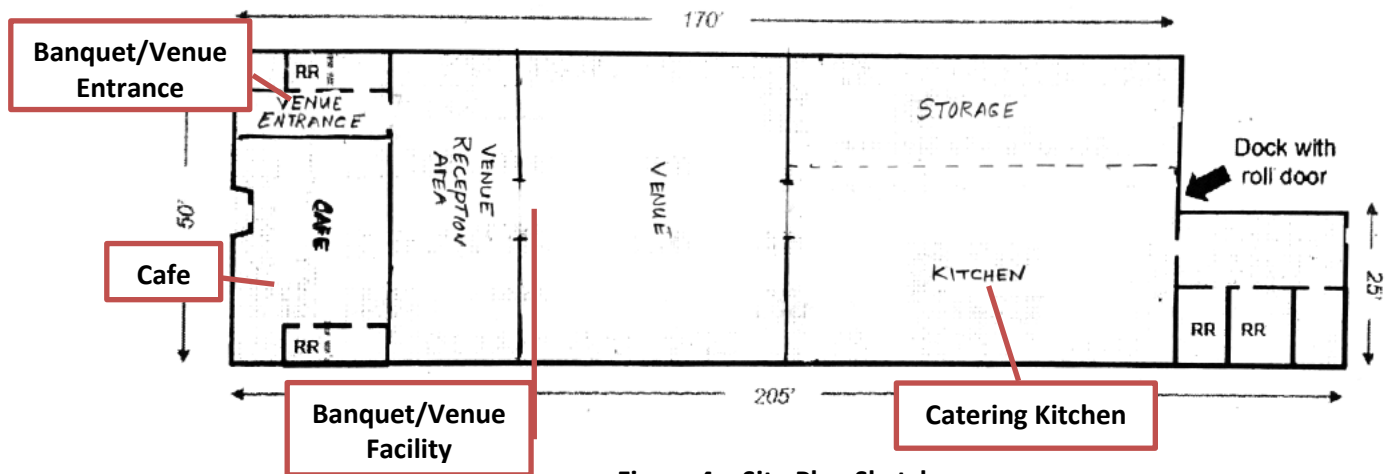


Figure 4 – Site Plan Sketch

The Subject Property is approximately 10,000 square feet. The distribution of the three components of the proposed use would be approximately as follows:

- (1) Retail Specialty Foods Store and Café: 1,000 to 1,500 square feet;
- (2) Banquet/Venue Facility: 3,500 to 4,000 square feet;
- (3) Catering Kitchen: 4,000 square feet.

Specialty Foods Store & Café - The Applicant initially plans to open the specialty foods store and café five (5) days a week (Tuesday-Saturday), with hours of operation from 7am to 7pm on weekdays and 8am to 6pm on Saturdays. Food and beverages would be offered for takeout or dining in, and there would be seating for 12-15 guests. The café would have a maximum of three (3) to four (4) employees at one time. The food offered would consist of an assortment of breakfast and lunch items (quiche, salads, sandwiches, appetizers, etc.), as well as pre-packaged meals ready to reheat and serve at home. In addition to selling coffee, tea, juices, etc., the Applicant intends to sell wine and beer for dine-in customers. The Applicant also hopes to have outdoor seating during the months of May through October. The Applicant anticipates the foods store and café patrons to utilize on-street parking.

Banquet / Venue Facility - The proposed banquet/venue space would be similar to the Applicant's current venue *BRIQUE* located in Chicago's West Loop neighborhood. The space would have a capacity for 150 seated guests with a dance floor. (To put the number of seats in perspective, table seating for Minos, Avli's, and Fred's Garage is respectively 160, 120, and 110 seats.). The applicant anticipates a regular schedule of weekend evening events such as wedding reception and similar events until midnight. In addition to weekend bookings, the Applicant intends to host less frequent multi-day meetings and conferences on weekdays. As represented above in Figure 4, the banquet space would be accessed from an entrance on Green Bay Road north of the café space. The Applicant intends to have 8 to 25 employees on-site (this includes catering kitchen staff), depending on the number of guests for each event. The Applicant would like to offer valet parking to the patrons of the proposed banquet facility. The valet parking service would be offered by a third party. Valet parking regulations are addressed later in this report.

Catering Kitchen - The Applicant intends to mimic their current space in the West Loop. The space would be divided into kitchen prep space, office space and storage space (for banquet and catering supplies). All deliveries would be through the loading dock located at the rear of the building. The catering kitchen would have approximately 8-15 employees on-site at any given time (this includes kitchen and administrative staff). The catering kitchen would serve the specialty foods store and café, as well as the banquet facility.

The Applicant anticipates that its employees would take public transportation or purchase employee parking permits in order to utilize the public parking lots on Tower Road, Tower Court, and the parking garage on Merrill Street.

NECESSARY RELIEF

Zoning Ordinance - The specialty foods store and café would be located in the Overlay District and would be classified as a specialty food and beverage shop that is allowed as a permitted use. The proposed catering kitchen would be located in the rear of the building in the C2 District. If the catering kitchen were a stand-alone operation, it would be allowed as a permitted use, or by right. The Zoning Ordinance currently does not specifically call out a banquet facility as an allowed use in either the C2 District or the Overlay District. Table 1 on the following page lists the food related land uses that are currently allowed in the Village's commercial zoning districts.

TABLE OF USES	C-1 Neighborhood Commercial	C-2 General Retail	C-2 Commercial Overlay
P=Permitted uses; SU = Special uses; NO= Not permitted			
E. FOOD PRODUCT USES			
Bakery, retail	P	P	P
Candy / confectionery shop	P	P	P
Convenience food store	SU	SU	SU
Grocery store	SU	P	P
Meat, fish, or poultry market	P	P	P
Specialty food and beverage shop	P	P	P
F. FOOD AND BEVERAGE SERVICE USES			
Catering establishment with no retail or restaurant	P	P	SU
Ice cream or frozen desert shop	P	P	P
Restaurant, drive-in	SU	SU	SU
Restaurant, fast food	SU	SU	SU
Restaurant, standard	P	P	P

Table 1 – Food Related Land Uses Allowed in Commercial Districts.

Should the Council be interested in considering an amendment to the Zoning Ordinance to allow the proposed banquet facility, it would be advisable to develop a zoning definition describing such a use to differentiate it from other facilities such as restaurants which may also host such events. Staff has drafted a possible definition, as follows:

BANQUET OR RECEPTION HALL. A facility rented out for private events, which involve the service of a meal and at which seating is provided at tables. As used herein, “private event” means a gathering of persons who have been individually invited to the event and from which persons not so invited are excluded. Live entertainment and dancing is permitted in a banquet hall; however, such live entertainment or dancing shall not be the primary use of a banquet hall. Alcoholic beverages may be sold or consumed within a banquet hall during a private event subject to state law requirements and subject to Village liquor license approval.

If the Council is inclined to amend the zoning code to allow a banquet facility in the C2 District and Overlay District, the Council will also need to determine at some point if the use should (a) be allowed by right as a permitted use, which would not require a public review process, or (b) be allowed as a special use, which would require evaluation under the standards for special uses, and would include a public hearing. In considering whether to allow the use as a permitted use or a special use, the Council will want to determine if there are particular aspects of the operation for which the Council finds would present possible impacts on other uses in the areas. Those items could be addressed by either allowing a banquet facility by right as a permitted use subject to it meeting specific identified conditions, or by reviewing each banquet facility on a case by case basis through the special use process. A potential permitted use condition for a banquet facility could be that it must have a parking and loading plan approved by the Director of Community Development, and such plan could include valet parking.

As established in Section 17.72.040 of the Zoning Ordinance, an amendment to the zoning ordinance text may be proposed by, a board or commission, the Village Council, or anyone that has a proprietary interest in a property for which an amendment is proposed. Upon receipt of such requests the Village Council designates an advisory body to conduct a public hearing and for that body to provide its recommendation to the Council.

The Council may designate itself to conduct the public hearing, or may designate another board or commission to hold a public hearing on the request, which is to be held within 60 days of receipt of the request. Notice of the public hearing requires publication in the newspaper at least 15 days before the hearing. If the Council is inclined to consider allowing banquet facilities only as a special use, then the Plan Commission would also be required to hold a public hearing on the special use request given that a portion of the special use would be located within the Overlay District. If that is the case, the Council may wish to refer the zoning ordinance text amendment to the Plan Commission for the public hearing, so that the public hearing on the text amendment and the special use request could be held simultaneously.

Liquor License Regulations. The Police Department, which is responsible for processing liquor license applications has reviewed the applicant's proposal. Chapter 5.09 titled Liquor Control Regulations controls the sale and service of alcoholic beverages in the village. As previously noted, the Applicant's business model includes a café, banquet (venue) space for private events, and a catering component. Each component of the model includes the manner by which the sale and service of alcoholic beverages would occur. While the liquor control regulations within the Village code contain several different types of licenses, the code does not currently contain a license that accurately aligns with the vision of how alcohol would be sold and served within the banquet space for private events. In order to accommodate the current proposal, the Village would need to consider creating a new classification of liquor license or amend an existing license classification. Staff is seeking direction on whether consideration for changes to the existing liquor code should be considered. If the Council is interested in changes, Village staff will work with the Village Attorney on the necessary code amendments for future consideration by the Village Council.

The Village Council has the authority to amend this section of the Code without referring the matter to another advisory body for a public hearing.

Valet Parking Regulations. As previously noted in the description of the Applicant's business, the Applicant has requested the ability to use valet parking to serve the patrons of the proposed banquet facility. At this point in time, the details regarding the valet parking services are fairly general. The Applicant has indicated that clients would be able to add on a valet parking option for their banquet events. The valet service would be provided by a third party. The Applicant recommends that parking be in nearby public parking lots/garages.

The Village currently does not have regulations regarding valet parking services that regularly use public right-of-way or Village property for either the loading area or the parking of vehicles. The Village may wish to establish such regulations as have the nearby communities of Glencoe, Wilmette, Highland Park, and Highwood. A couple of examples of nearby regulations are included in Attachment B.

A parking valet ordinance would regulate the major operational components of a valet service (e.g. the loading area, identification of vehicle parking areas, and the designated routes between these two areas). They also establish application submittal requirements (e.g. details regarding the operator and the proposed operation, insurance requirements, indemnification and hold harmless agreements, and availability of parking) and application approval process (generally staff, but sometimes Village Council).

Should the Village Council be interested in allowing valet services to use the public right-of-way or Village property for a valet loading area or the parking of vehicles, staff will work with the Village Attorney to prepare valet parking regulations for the Council's consideration.

The Village Council has the authority to create valet parking regulations without referring the matter to another advisory body for a public hearing.

RECOMMENDATION

Staff is looking for direction from the Village Council regarding the necessary amendments to the Municipal Code regarding zoning, liquor license, and valet parking regulations.

- Regarding the necessary zoning amendment to allow banquet facilities in the C2 District and the Overlay District, consideration of the application at this point is focused on designating a body to conduct the public hearing on the zoning ordinance text amendment. The Council may either designate itself to conduct the public hearing or refer it to one of its advisory bodies.
- Regarding the necessary liquor license amendment, is the Council interested in considering the creation of a new classification of liquor license or amending an existing license classification to allow the proposed banquet facility to serve alcoholic beverages?
- Regarding the proposed valet parking, is the Council interested in considering the establishment of valet parking regulations?

In conjunction with the scheduling of a public hearing, staff will prepare a more detailed report on the zoning text amendment as well as amendments related to the liquor license requirements and valet parking regulations. In preparation of those reports, the Village Council may wish to provide direction to staff regarding information it may find helpful with making its decision.

ATTACHMENTS

Attachment A – Applicant Submittal

Attachment B – Valet Parking Regulations – Nearby Examples

BOUTIQUE BITES PROPOSAL

Location:

915 Green Bay Road, Winnetka, IL 60093

Concept:

The property will be used for 3 purposes (see attached Site Plan Sketch):

- Retail Specialty Foods Store & Café
 - Located in the front of the building, street facing
- Venue
 - Located in the middle of building with a separate side entrance
- Commercial Catering Kitchen & Storage for Boutique Bites
 - Located in the back of the building, attached to the loading dock

Specialty Foods Store & Café Vision:

- [Joan's on Third](#) meets Barefoot Contessa
 - We envision the front to look like a house more than a “building”
 - White, bright, natural, clean, welcoming
- Operating Details
 - Initially will be open 5 days/week (Tues-Saturday)
 - Hours: 7am-7pm weekdays; 8am-6pm Saturdays
 - Approximately 1,000-1,500 sq. ft.
 - Food case/counter where customers order an assortment of breakfast/lunch items (quiche, salads, appetizers, etc) and/or beverages (coffee, tea, juices, etc) for takeout or the option of sitting and dining in
 - We anticipate selling wine & beer for dine-in customers
 - Seating for 12-15 guests inside
 - Outdoor seating during the months of May-October very desirable, but not a necessity
 - No host or hostess is required for seating
 - We will not print menus. The menu will be on a board behind the counter and can change daily. Menu item examples include salads, sandwiches, quiche, party hors d'oeuvres, plus daily items from our catering events menus (see attached pdf)
 - All food & beverage items will be sold and served in eco-friendly disposables (plates, flatware, glassware)
 - The café will have 3-4 employees maximum at any given time
- Licensing
 - Business license for the sale of packaged food items
 - Restaurant-type food & liquor license for dine-in sales
 - No take-out liquor to be sold

- Community Considerations
 - This store will be an easy and convenient option for Winnetka residents in need of quick home dinners and/or party food. We will sell everything from gourmet hors d'oeuvres, to beautiful salads & sandwiches, to pre-packaged meals ready to reheat and serve at home. The aesthetic will be in line with our current branding, meaning there will be a high emphasis placed on the merchandising of the store as well as the presentation of the food and staff
 - We fully expect customers from the city and surrounding areas to seek out this location once the word is out that Boutique Bites has opened a specialty food store. One of the main requests we get from our current clients is a place where they can stop in to buy our food on the way home from work

Venue Vision:

- [Haven's Kitchen](#) meets [Cannon Green](#)
 - The venue will be similar to our current venue [BRIQUE](#). We envision the design and layout to feel comparable what we have created in the West Loop. "Napa Valley meets Nantucket" is the guiding aesthetic of the space
 - We want to keep one of the trees that currently exists in the space, and incorporate it into the venue design
- Operating Details
 - Approximately 3,500-4,000 sq. ft.
 - Capacity – 150 guests seated with a dance floor
 - We will need to add additional restrooms to the space. Architectural plans for rehab work will be submitted for permitting
 - We expect bookings to fill in for 2019, with maximum Saturday bookings filled by summer of 2020. Approximately half of our Fridays and Sundays will fill in, and weekday corporate bookings will be popular September-December. We will also book multi-day meetings & conferences
 - The venue will have a separate entrance
 - We hire & train all servers & bartenders to serve the food & drinks/alcohol
 - All bartenders are Basset certified
 - The venue will have approximately 8-25 employees on-site depending on the number of guests per event (this includes the catering kitchen staff)
 - Clients are able to add on a valet option for their events (we typically recommend VIP valet). See below in Miscellaneous Section for explanation
- Licensing
 - On & Off-Premise catering & liquor license
 - Valet license or ordinance that allows valet parking by a company

- Pricing
 - In addition to a Venue Rental Fee, we sell food & liquor packages for all events in the space (see attached sample menus and pricing). No individual alcoholic drinks (or cash bar packages) are sold for events.
 - We have food & beverage minimums in place based on the time of year and day of the week
- Community Considerations
 - The venue will have a Preferred Vendor List for planners, florists, photographers, décor, and audiovisual needs. Many of them will be businesses that we currently work with in the city, but this is also an opportunity for us to recommend vendors local to Winnetka and the surrounding area
 - Based on our client list and reputation, we expect to draw substantial business from Chicago and surrounding suburbs that will help local Winnetka businesses. We have a proven 10-year track record of acquiring and keeping high-end & high-income clientele. Our design aesthetic, food quality, and service standards all ensure that the venue will be booked by a wide range of clients looking for a “city experience” without directly being in Chicago (as this is becoming increasingly popular)

Boutique Bites Catering Kitchen Vision:

- The kitchen will mimic our current space in the West loop
 - It will be divided between kitchen prep space, office space and storage space (for our venue tables, chairs, and other catering supplies).
- Operating Details
 - Approximately 4,000 sq. ft.
 - All deliveries will be received through the loading dock. Deliveries usually take 5 to 15 minutes, thereby minimizing any traffic related issues
 - The catering company will have about 8-15 employees on site at any given time (this includes the kitchen and administrative staff)
 - Following are some of our current vendors & purveyors:
 - Halls Rentals
 - Tablesapes Rentals
 - BBJ Linen
 - Testa Produce
 - Fortune Fish
- Licensing
 - On & Off-Premise catering & liquor license (same as venue licensing needs)

Miscellaneous:

- Guest + Employee Parking
 - Street parking on Green Bay Road
 - Parking from both nearby city garages
 - Parking behind building across from loading dock area
 - My staff will either take public transportation or park in one of the garages nearby. If employee permit parking exists, we would be interested in exploring this option as well.
 - For the café, we anticipate customers to park on the street (permit parking)
 - For events at the venue, we will recommend valet parking. In my current experience, the valet company is licensed by the City of Chicago and coordinates all logistics associated with parking at each location. For frame of reference, only on days/evenings of booked events at the venue, the valet company is issued “no parking signs” by the city for the specific event hours, and they post them in front of my venue so that guests can pull up in front. From there, the valet company parks the cars in the area. We recommend the use of the 2 nearby garages.
- Project Timeline
 - Preliminary approval of all licenses by early March, 2019 in order to finalize & execute the lease of premises
 - Construction/remodel begins April, 2019
 - Anticipated opening date – July 1, 2019
- See Inspiration Photos Below





BOUTIQUE *Bites* — EST. 2008 —

Sample Catering Menus



Passed Hors D'oeuvres

\$42/dozen | minimum 2 dozen per selection

Mini Cheeseburgers

brioche bun, cheddar, lettuce, tomato

Mini Chicago-Style Hot Dogs

poppy seed bun, traditional fixin's

Lobster Tacos

avocado salsa, gyoza shell, micro cilantro

Truffle Parmesan Frites

served in mini paper cones

Mini Reuben Sandwiches

corned beef, baby swiss, thousand island, caraway braised sauerkraut

Mini Croque Madame Sandwiches

ham & gruyere on toasted brioche mornay, sunny side up quail egg

Bacon-Wrapped Dates

chorizo filling, piquillo pepper tomato sauce

Fried Chicken & Caviar

fried chicken cube topped with caviar, finished with crème fraiche

Petite Pizzas

mozzarella, prosciutto, arugula, herb oil, micro green

Smoked Salmon Blini

mini pancake, smoked salmon, crème fraiche, caviar

Tuna Tartare

sushi grade tuna, crispy rice cake, ponzu aioli

Mini Crab Cakes

dijon remoulade

Mac N Cheese Bites

3 cheese, truffle salt

Braised Short Rib on Potato cake

caramelized onions, horseradish crème

Truffle Grilled Cheese

homemade mini brioche, truffle butter

Mango Shrimp Lollipops

marinated shrimp, avocado crème



Passed Hors D'oeuvres

\$42/dozen | minimum 2 dozen per selection

Mini Meatloaf Cups

potato puree, tomato

Mini Pork Belly Sliders

house pickled jalapeno, chipotle-avocado aioli

Mini Mushroom Tacos

goat cheese, wild arugula, lime, avocado

Squash Ribbon & Prosciutto Skewers

mint vinaigrette

Watermelon Cups

feta, olive tapenade, micro arugula,
balsamic drizzle

Gold Dusted Risotto Mushroom Cups

creamy risotto served inside
mini bella mushrooms

Chicken & Waffles

buttermilk marinated chicken,
crispy waffle cube, maple-butter glaze

Shrimp & Grits

crispy cheddar-grit cake, marinated shrimp,
bacon, scallion

Grilled Polenta + Mozzarella

rosemary skewer

Mini Eggplant Parmesan

roasted tomato, mozzarella, basil

Patatas Bravas

potato cup, chili-tomato puree,
garlic aioli, chives

Brie Beignets

fried mini beignets filled with whipped brie,
topped with tomato jam

Tomato Burrata Bites

cherry tomato, truffle whipped burrata,
micro basil

Foie Gras Crostini

roasted pear, brie, micros
{ \$6 supplement/dozen }



Market Stations & Platters

{each market/platter serves 25 guests}

~ Farm “Salad” Market ~ \$300

4 Foot Table Covered with Butcher Paper

“Salad” Arranged Cobb Style

Components to Include: shaved brussels, watermelon radish, citrus wheels, assorted heirloom tomatoes, baby carrots, grilled asparagus, avocado, egg, mache lettuce
*crumbled blue cheese & sherry vinaigrette served in bowls on the side

~ Mezze Platter ~ \$175

hummus, babaganoush, tzatziki

pita bread, tomato-cucumber relish, onions, tabbouleh, cucumber rounds

~ Taco Market ~ \$250

Protein (choose 2): chicken, pork, skirt steak, shrimp, vegetables

Build: mini tortillas, avocado, cotija cheese, onion, cilantro

Sauces: tomatillo, salsa roja

~ Meat & Greet Market ~ \$250

artisanal cheese | salumi | olive oil & sea salt crackers

fig jam | fresh fruit | marinated olives

~ Chips & Guacamole ~ \$150

guacamole | pico de gallo | tortilla chips

~ Roasted Vegetable Platter ~ \$175

seasonal roasted vegetables | pesto | lemon-herb aioli

~ Crostini Market ~ \$175

bruschetta | homemade spinach & artichoke spread

olive tapenade | crostini trio

~ Seafood Market ~ \$750

king crab legs | lobster | oysters | jumbo shrimp

trio of cocktail sauces | lemons | mini tabasco sauce



Dinner Menu

\$55/guest 2 courses | \$75/guest 3 courses

Includes artisanal breads + dips/oil

Salad | selection of 1

Heirloom Tomato + Burrata
mâche, avocado, burrata
baby tomatoes, crisp capers,
champagne vinaigrette

Port Poached Pear Salad
mâche lettuce, pecan dust,
molten brie, crispy prosciutto,
sherry-shallot vinaigrette

Shaved Vegetable Salad
mâche lettuce, baby carrot,
watermelon radish, citrus,
avocado, goat cheese,
lemon-thyme vinaigrette

Summer Lentil Salad
butter lettuce,
french green lentils,
citrus segments,
shaved fennel, gremolata,
lemon-ginger vinaigrette

Baby Beet Salad
arugula, endive, baby beets,
mint, candied pecans,
goat cheese,
honey-coriander vinaigrette

California Quinoa Salad
quinoa, fried chickpeas,
avocado, hearty greens,
toasted pepitas, pesto vinaigrette

Pasta | optional mid course

Truffle Ricotta Gnocchi
sautéed mushrooms,
english peas, truffle-crème

Green Garlic Risotto
wild mushrooms, persilade,
parmigiano-reggiano

Carbonara
homemade spaghetti,
pancetta, egg yolk

Corn Agnolotti
homemade pasta, roasted
corn, corn puree, zucchini
ribbons, beurre blanc

Cacio e Pepe
homemade spaghetti,
black pepper, parmesan

Lobster Ravioli
homemade pasta,
brown butter, crispy sage
{ \$10 supplement/guest }



Fish & Meat | selection of 2
{final counts due 21 days prior to wedding}

Scottish Salmon
 mushroom crust,
 orange glaze baby turnip

Miso Glazed Black Cod
 baby bok choy, crispy leeks

Mediterranean Sea Bass
 baby vegetables, pea tendrils

Sautéed Sea Scallops
 saffron corn puree,
 purple potato chips

Crab Cake
 lump crab, herb salad
 dijon remoulade

Bacon Wrapped Shrimp
 spicy shrimp,
 crispy bacon, gremolata

Braised Beef Short Ribs
 12 hour braise,
 potato-herb gnocchi,
 local asparagus, jus

Petite Filet Mignon
 truffle potato puree,
 roasted baby carrots,
 red wine reduction

Duck Duo
 seared duck breast,
 duck leg confit pancake,
 squash puree, baby turnips

Roasted Chicken Breast
 layered potato pave,
 roasted brussel sprouts,
 grilled lemons,
 tarragon-chicken jus

Chicken Roulade
 chicken breast stuffed with
 mozzarella, roasted tomato &
 spinach; olive oil fingerlings,
 beurre blanc

Baby Lamb Chops
 grain mustard,
 creamy polenta, swiss chard
 {\$10 supplement/guest}

Vegetarian Alternatives

Roasted Aubergine
 eggplant roasted and
 filled with bulgar,
 yogurt, and fresh herbs

Acorn Squash Cups
 diced butternut squash,
 mushrooms, baby carrots,
 quinoa, cannellini beans, kale

Warm Lentil & Chickpea Braise
 sautéed mushrooms, arugula,
 glazed pearl onions,
 baby carrots, garlic-herb crostini

Truffle Ricotta Gnocchi
 sautéed mushrooms,
 english peas, truffle-crème

Green Garlic Risotto
 wild mushrooms, persilade,
 parmigiano-reggiano

Corn Agnolotti
 homemade pasta, roasted corn,
 corn puree, zucchini ribbons,
 beurre blanc



Food Stations

a selection of 3-6 items from the following categories is recommended
\$25 to \$60 per guest

~ COMFORT FOODS ~

Poached Pear Salad

port poached pears, arugula, brie,
crispy prosciutto, shallot vinaigrette

Baby Beet Salad

arugula, baby beets, orange segments, candied
pecans, sherry-honey vinaigrette

Boutique Bites Chopped Salad

romaine, avocado, tomato, blue cheese,
bacon, balsamic vinaigrette

Heirloom Tomatoes + Burrata

mache lettuce, heirloom tomatoes,
burrata, crispy capers, avocado,
champagne vinaigrette

Shrimp & Grits

cheesy grits, scallion, spicy shrimp, bacon

Pulled Pork + Jalapeño Cornbread

served in mini skillet

Braised Beef Short Rib “Shepherd’s Pie”

horseradish potato puree, glazed pearl onions,
and english peas, served in a mini ramekin

Mac N Cheese Mason Jars

3 cheese mac n cheese topped with
breadcrumbs, served in mini mason jars

Individual Vegetable Lasagnas

homemade pasta, sweet potato,
wild mushrooms, spinach, gruyere,
sage béchamel

Fired Chicken & Biscuits

crispy fried chicken,
buttermilk biscuits, honey butter

Mini Chicken Pot Pie

peas, carrot, jus

Bacon Wrapped Pork Tenderloin

whiskey & peach barbecue glaze



~ BOUTIQUE BITES FAVORITES ~

Honey Crisp Apple Salad

mixed greens, frisee, maple walnuts,
pickled plums, cider vinaigrette

Melon + Mâche Salad

watermelon, honeydew, cantaloupe, prosciutto,
mozzarella, basil vinaigrette

Cocktail Cheeseburgers

brioche bun, cheddar, lettuce, tomato

California Quinoa Salad

quinoa, fried chickpeas, avocado,
hearty greens, pumpkin seed, pesto

Filet Mignon on Layered Potato Cake

caramelized onions, horseradish crème

Sea Scallops + Purple Potato

saffron corn puree, purple potato chip,
scallop shell presentation

Soy Glazed Salmon

cedar plank, wild mushrooms,
edible flowers

Chicken & Waffles

korean fried chicken served in a waffle cone,
coconut brown-butter syrup

Baby Lamb Chops*

dijon-herb crust, mint-lamb jus
{ \$6 supplement/guest }

Miso Glazed Cod

black garlic potato puree, baby bok choy,
crispy leeks

Individual Pizzas

italian sausage + mozzarella or
fig jam, caramelized onion, + goat cheese

Roasted Brussel Sprouts

bacon, balsamic glaze

Salmon + Pineapple

lightly seared salmon served just warm with
pineapple, cucumber, pickled red onion,
& pineapple vinaigrette

Herb Roasted Chicken Breast

meadow haven farm chicken breast,
dijon-herb crust, tarragon chicken jus

*additional supplement required



~ MEDITERRANEAN INSPIRED ~

Truffle Ricotta Gnocchi

sautéed mushrooms, english peas,
truffle-crème sauce

Braised Beef Short Ribs + Potatoes

red wine braise, horseradish potato puree,
caramelized pearl onion

Green Garlic Risotto

wild mushrooms, persilade, mascarpone,
parmigiano-reggiano

Corn Agnolotti

homemade pasta, roasted corn,
zucchini ribbon, beurre blanc, herb oil

Wild Mushroom Ragout on Polenta

wild mushrooms, herbs, polenta,
calabrese gremolata

Warm Octopus + Fingerling Potatoes

grilled octopus, olive oil fingerlings,
celery heart leaves

Roasted Brussel Sprout + Cauliflower Gratin

toasted breadcrumb, parmesan
balsamic glaze

Orzo Salad

heirloom cherry tomatoes, kalamata olives,
feta, fresh herb vinaigrette

~ LATIN INSPIRED ~

Mixed Paella

chicken & shrimp, seasonal vegetables,
saffron rice

Warm Elote Salad

summer corn, radish, cilantro, cotija cheese,
chile-lime mayonnaise

Gambas al Ajillo

skewered garlic marinated shrimp,
chili flakes, olive oil

Cuban Sandwiches

pulled pork, ham, swiss, mustard,
grilled cuban bread

Duck Quesadillas

seared duck breast, chihuahua cheese,
tomatillo mojo, guacamole

Braised Pork Shoulder

tomato guajillo sauce, queso fresco,
pickled red onion, cilantro

Ceviche Tiradito

shrimp + snapper ceviche, spicy pico,
cilantro, corn nuts

Achiote Marinated Hanger Steak

grilled and served sliced with
black lava salt and chimichurri



Mini Desserts

\$36/dozen | minimum 2 dozen per selection
available passed or stationed

Milk + Cookie Sandwiches

heart shaped chocolate chip cookie,
buttermilk crème filling

Mini Cheesecakes

salted caramelized chocolate mousse,
sweet crumble, italian meringue,
butterscotch spiral

Cinnamon Sugar Churros

served warm in mini paper bags

German Chocolate Truffles

pecan, coconut, milk chocolate

Salted Caramel Donuts

topped with edible gold

Lemon Meringue Tarts

housemade lemon curd, toasted meringue

Mini Ice Cream Cones

choice of salted caramel, strawberry-balsamic,
chocolate-peanut butter, vanilla bean,
or coconut sorbet

Mini Pop Tarts

choice of peanut butter & jelly,
chocolate-peanut butter, lemon-blueberry,
or blackberry-lime

Mini Milkshakes

served in mini parfait glasses
with paper straws

Peach Pie in the Sky

peach streusel, homemade biscuit,
whipped cream

Mini Tiramisu Trifles

dark chocolate tuile

Angel Food Cake Parfaits

chocolate hazelnut crème anglaise,
whipped cream

Root Beer Floats

served in mini mugs with paper straws

Coconut Panna Cotta

fruit “jewels”, raspberry reduction



Bar Packages

*all packages include wine service during dinner

~ Beer, Wine, & Soft Drink Package ~ \$7/guest/hour

{1} white wine | {1} red wine | {2} domestic beers | {1} imported beer
coke | diet coke | sprite | gingerale | bottled water

~ Classic Bar Package ~ \$8.50/guest/hour

{1} white wine | {1} red wine | {2} domestic beers |
tito's vodka | bombay gin | botran blanca rum | evan william's whiskey | dewar's white label scotch |
bottled water | coke | diet coke | sprite | gingerale | orange juice |
cranberry juice | lime juice | soda water | tonic | garnishes {lemons, limes, olives, cherries} |

~ Premium Bar Package ~ \$10.50/guest/hour

{2} white wines | {2} red wines | prosecco | {2} domestic beers & {2} imported/craft beers |
choice of {1} specialty cocktail | hanger vodka | tanqueray gin | botran blanca rum |
maker's mark bourbon | jack daniel's whiskey | glenlivet 12 year scotch |
bottled water | coke | diet coke | sprite | gingerale | orange juice |
cranberry juice | lime juice | soda water | tonic | garnishes {lemons, limes, olives, cherries} |

~ Luxury Bar Package ~ \$12/guest/hour

{2} white wines | {2} red wines | prosecco | {2} domestic beers & {2} imported/craft beers |
choice of {2} specialty cocktails | grey goose vodka | hendrick's gin | botran blanca rum |
knob creek rye | bulleit bourbon | glenlivet 12 year scotch |
bottled water | coke | diet coke | sprite | gingerale | orange juice |
cranberry juice | lime juice | soda water | tonic | garnishes {lemons, limes, olives, cherries} |

~ Specialty Cocktails ~

\$225/batch each batch serves 25 cocktails

Not So Old Fashioned

fresh blackberry juice, bourbon,
housemade sage simple syrup,
frozen blackberry garnish

Bubbles & Bourbon

prosecco, bourbon, lemon juice,
housemade vanilla bean simple syrup,
lemon twist garnish

Sippin' On Gin & {Cucumber} Juice

gin, lime juice, fresh cucumber juice,
elderflower liqueur, cucumber garnish

The Right Thyme

blood orange soda, lime,
housemade thyme simple syrup, tequila,
fresh thyme garnish

Married Moscow Mule

vodka, housemade blueberry syrup, lime,
ginger beer, fresh mint

Whiskey Smash

peach preserves, whiskey, triple sec, orange juice,
club soda, orange twist garnish



 5-10 VALET PARKING SERVICES.

 5-10.1 PLACE WHERE PERMITTED/LICENSE REQUIRED.

(a) Valet parking services shall be permitted only in the downtown Wilmette. Valet Parking Services shall be accessory to a lawful business located in the downtown Wilmette, which business is operating at the premises where the Valet Parking Services are provided.

(b) It shall be unlawful for any person to offer or provide valet parking services in the Village without a valid valet parking license issued in accordance with this section.

(2016-O-31, 6/28/16)

 5-10.2 APPLICATION FOR LICENSE.

(a) An application for a valet parking license shall be filed with the Village by the valet parking operator or business on a form supplied by the Village and shall include:

(1) The valet parking operator's company name and license holder, address, and telephone numbers.

(2) The valet parking operator's State of Illinois tax payer ID.

(3) The valet parking operator's Village of Wilmette business license number.

(4) For the business to be served, the business name, address and telephone numbers, and the name of the local manager for the business.

(5) Narrative description of the valet parking services proposed including the size and location of the designated valet loading zone, where vehicles will be parked, hours of operation for the valet parking services, proposed signage, number of valet parking attendants and any other pertinent information.

(6) Copies of any leases or other written agreements pursuant to which a business or valet parking operator is authorized to use real property which it does not own for the temporary storage of customers' vehicles.

(7) If a valet parking services will be performed for a business by a separate valet parking operator, a copy of a fully executed contract between the business and the valet parking operator.

(8) The applicant shall meet the following insurance requirements throughout the term of any license issued under this Chapter:

A. Workers' compensation insurance with statutory limits as required by state law;

B. Commercial general liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit bodily injury and property damage, including contractual liability, personal injury, broad form property damage, products and completed operations coverage. Coverage may be combined with the business automobile coverage.

C. Business automobile liability insurance with limits not less than \$1,000,000.00 each accident combined single limit bodily injury and property damage, including owned, non-owned

Village of Wilmette

and hired auto coverage, as applicable. Coverage may be combined with the comprehensive general liability coverage.

D. Garagekeepers' legal liability insurance with limits not less than \$500,000 each occurrence, including coverage for fire and explosion, theft of the entire vehicle, riot, civil commotion, malicious mischief and vandalism, collision or upset.

E. Commercial general liability, business automobile liability and garagekeepers' legal liability insurance policies shall be endorsed to provide the following: (1) Name as additional insureds the member, its officials, employees, volunteers and agents. (2) Provide additional insured endorsements confirming that such policies provide primary and non-contributory insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted under the license, and that insurance applies separately to each insured against whom claim is made or suit is brought. All policies shall be endorsed to provide that thirty (30) days advance written notice to the member of any change, cancellation, nonrenewal or reduction in coverage with the member named as Cancellation Notice Recipient. Certificates of insurance and endorsements, satisfactory to the member, evidencing all coverage above shall be furnished to the member prior to issuance of a license or renewal of a license.

(9) In addition to the foregoing information, such application shall contain additional information as the Village may require.

(b) No valet parking license shall be issued to an applicant whose license issued under this section has been revoked for cause; or to an applicant who does not have the consent of the owner of the business to which the valet parking services will be accessory, if such owner is different from the applicant; or for premises which are not owned or leased by such owner, which lease is for the full period for which the license is to be issued; or for premises located in a zoning district in which valet parking services are not an authorized use.

(c) Each valet parking operator licensed under this section shall maintain its qualifications for licensure in full force and effect during the term of its license.

(2016-O-31, 6/28/16)

5-10.3 ISSUANCE OF LICENSE.

(a) Upon proper application and payment of the license fee, the Village Engineer or her designee may issue the license. Such license may contain conditions and limitations as are necessary to promote safe and sound passenger loading and unloading, vehicle transfer, and traffic movement, as may be determined by the Village. The Village may require loading zones to be shared by one or more valet parking operators.

(b) License fees. The annual fee for a license required by this section shall be as established in the annual fee ordinance. The village may establish additional fees for valet parking operators who provide services at more than one location. The license fee shall be paid at the time of application. The fee for the license shall be nonrefundable and there shall be no prorating of fees if a license is revoked or suspended.

(c) Term of license: An operator's license under this section shall be valid for one year from the date of issuance.

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(2016-O-31, 6/28/16)

5-10.4 CONDITIONS OF LICENSE.

(a) Location Restrictions. A license issued under this section shall license the operations of a valet parking service only at the premises described in the application and license. Such location may be changed only upon review and approval of the Village Engineer and with the issuance of an amended license to cover such additional or changed locations.

(b) Transfer restrictions. A license issued under this section is not transferrable.

(c) Valet Loading Zones. Any valet loading zone shall be subject to approval by the Village Engineer, or his or her designee, and shall be specified on the license application for each location where valet parking services are provided. Loading and unloading shall be conducted as follows:

(1) All such loading shall take place in a driveway or private parking lot; or in the approved "authorized valet loading zone" on a public way.

(2) If on a public way, the valet parking loading zone shall be the on the street immediately adjacent to the curb, or in such other safe location as designated in the valet parking license.

(3) The loading and unloading operation shall not obstruct traffic at any time.

(4) All vehicles accepted for valet parking shall be immediately removed from the valet loading zone to the storage area specified in the valet parking license.

(5) The Village Engineer, or his or her designee, may, in his/her sole discretion, eliminate or relocate a valet loading zone at any time if it is determined that the valet loading zone has increased traffic congestion or hazards in the public way, or otherwise has impaired the public health, safety or welfare.

(2016-O-31, 6/28/16)

5-10.5 SPECIFIED STORAGE AREAS FOR VALET PARKING OPERATIONS.

(a) A business or valet parking operator may temporarily store customers' motor vehicles on private nonresidential property only pursuant to a written agreement.

(b) No vehicle shall be parked by a valet parking operator on any public street.

(c) Valet parking operators may temporarily store customers' motor vehicles in municipal parking lots in the downtown Wilmette provided parked vehicles do not exceed the posted time restrictions.

(2016-O-31, 6/28/16)

5-10.6 SIGNAGE.

Except as otherwise provided in this section, all signage shall comply with the Village's sign regulations. One, two-sided, folding "sandwich" sign may be placed on public property at each valet loading zone for the purpose of alerting drivers and village code enforcement personnel

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about the service and the location of the valet loading zone. Each such sign shall contain (1) the name of the business to which the service is accessory, (2) the words "valet parking," and (3) the cost, if any, for the service. Such sign shall be temporary and shall be free-standing and not affixed to any tree, pole or other structure. Such sign may be located on the public sidewalk at the curb line or within the designated loading zone space, but no further than three (3) feet from the curb.

(2016-O-31, 6/28/16)

5-10.7 GENERAL PROHIBITIONS AND PENALTIES.

(a) No person may park any vehicle in any manner which violates the provisions of this chapter or any other duly adopted parking regulation.

(b) In conducting a valet parking operation:

- (1) no person may obstruct the normal flow of traffic or block or occupy a "no parking zone";
- (2) no person shall provide valet parking at a location not authorized by the Village;
- (3) no person shall park the customers' vehicles on a public street or other unauthorized parking zone;
- (4) no person shall place signs, cones, or any other object in a traffic lane that would obstruct traffic or hinder movement;
- (5) no person shall allow vehicles to remain in the authorized valet loading zone longer than fifteen (15) minutes; and
- (6) no person shall violate any State laws or local ordinance.

(c) Penalties. A license issued under this section may be suspended or revoked for failure to comply with any provision of this code. Suspension or revocation proceedings shall be conducted in accord with the procedure set forth in Section [5-1.2\(j\)](#). In addition, violations of this section are punishable by fine or injunction as provided in Section [5-5.2](#).

(2016-O-31, 6/28/16)

City of Highland Park

Chapter 78 - VALET PARKING

Sec. 78.001. - Definitions.^[4]

Wherever the following words or phrases are used, they shall, for purposes of this Chapter, have the meanings ascribed to them in this Section 78.001, except when the context otherwise indicates:

Applicant. The person who applies for a valet parking permit pursuant to Section 78.010 of this Chapter. An applicant may be a resident, a single business, or a group of businesses; provided, however, that in the event that a group of businesses desire to jointly provide valet parking services, one business shall be listed as the primary applicant and responsible party.

Attendant. A person employed by a valet parking operator to operate a vehicle in the course of providing valet parking services.

Business District Valet Parking Permit. A valet parking permit authorizing the provision of valet parking services in conjunction with a business located within a commercial district, as identified in the Official Zoning Map of the City.

Customer. Any person granting temporary custody of a motor vehicle to a valet parking operator or attendant for the purpose of valet parking services.

Residential Valet Parking Permit. A valet parking permit authorizing the provisions of valet parking services in a residential district, as identified on the Official Zoning Map of the City.

Stadium Parking. The double or triple parking of vehicles in a manner as to cause one or more vehicles to be "parked in" and not movable without first moving another vehicle.

Valet Parking Operator. A person, firm, or corporation hired by an applicant to provide valet parking services; provided, however, that regular employees of a corporate applicant shall not be considered "valet parking operators".

Valet Parking Permit. A permit allowing for the provision of valet parking services, issued in accordance with and pursuant to this Chapter.

Valet Parking Plan. The written proposal submitted to the City in accordance with Section 78.010(A)(1) of this Chapter as part of an application for a valet parking permit.

Valet Parking Service. The receiving, taking temporary custody of, driving, moving, parking, or storing of any vehicle that is left at one location to be driven to another location for parking, whether or not a charge is levied and whether or not done under contract to the business or organization for which the vehicles are being parked or done independently. "Valet Parking Service" does not include (i) public or private off-street parking operations or facilities in which customers park their own vehicles and remove the keys themselves, or (ii) services conducted in the ordinary course of business by a person, firm, or corporation engaged in the business of motor vehicle sales, service, rental, repair or storage.

Zoning Code. "The City of Highland Park Zoning Ordinance of 1997," as amended.

Footnotes:

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Editor's note— Chapter 78 added by Ord. 23-07, J. 33, p. 168-179, passed 2/26/07.

Sec. 78.005. - Valet Parking Permit Required.

- (A) No person, firm or corporation shall operate a valet parking service that utilizes any public streets or parking lots, except in accordance with a valid valet parking permit issued by the City pursuant to this Chapter.
- (B) Notwithstanding any provision of this Chapter to the contrary, no valet parking permit shall be required for the operation of valet parking services that (1) are conducted solely on private properties, and (2) do not necessitate usage of any City owned streets, thoroughfares or parking spaces in the course of providing valet parking services.

Sec. 78.010. - Application for Permit.

- (A) *Application.* An applicant for a valet parking permit shall file an application therefor on a form provided by the City, which application shall include, without limitation, the following:

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- (1) A valet parking plan, including, without limitation, the following:
 - (a) A diagram depicting the proposed traffic pattern to be followed by valet parking operators or their attendants, which diagram shall include the circulation routes to and from the designated drop-off/exchange area and the designated parking area(s);
 - (b) A diagram depicting the precise drop-off/exchange area and the placement of any proposed traffic control devices that will be utilized to identify the drop-off/exchange area;
 - (c) The proposed hours and days of the week during which valet parking services will be performed;
 - (d) The number of attendants that will be utilized to perform valet parking services;
 - (e) The name, address, and telephone number of the valet parking operator hired by the applicant to provide valet parking services, and the name and telephone number of the valet parking operator's primary contact person;
 - (f) The full name, address, phone number and driver's license number of each attendant employed by the valet parking operator that will take custody of and operate any customer's vehicle for the purposes of moving it to or from the designated parking area(s);
 - (g) Copies of any agreements or other written supporting documentation with off-site businesses to use those businesses' properties for valet parking services;
 - (h) A statement from the owner of the property on which vehicles will be parked by the valet parking operator, if applicable, indicating (i) that privately owned parking spaces are not needed by the property owner or its agents, invitees, licensees, tenants, or other authorized guests of the property owner during the time in which the valet parking services will be provided, (ii) the number of parking spaces approved for use for valet parking services, and (iii) the location of approved spaces;
 - (i) A parking study demonstrating (i) that the parking spaces proposed to be used in conjunction with the valet parking services will be available during the proposed times of operation of valet parking services, and (ii) that any City-owned parking spaces proposed to be used are otherwise underutilized;
 - (j) The proposed parking pattern of vehicles; and
 - (k) Photographs of all signs, traffic control devices, key stands or kiosks to be utilized in the provision of valet parking services;
- (2) A plat of survey or legal description of the applicant's property;
- (3) An acknowledgement, signed by the applicant and in a form acceptable to the Corporation Counsel, stating that:
 - (a) The applicant will comply with all of the provisions of this Chapter and all other applicable sections of the City Code, including, without limitation, Section 78.045 of this Chapter, regarding indemnification of the City;
 - (b) All valet parking services provided pursuant to the valet parking permit will comply with the valet parking plan submitted with the application for the valet parking permit;
 - (c) The applicant will pay all fees required by this Chapter; and
 - (d) The applicant may be held liable for any violation of this Chapter committed by a valet parking operator or its attendants in the course of providing valet parking services pursuant to a valet parking permit issued to the applicant, pursuant to Section 78.999 of this Chapter;
- (4) An acknowledgment, signed by an authorized representative of the applicant's valet parking operator, stating that the valet parking operator and its attendants will comply with all of the

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provisions of this Chapter and all other applicable sections of the City Code, including, without limitation, Section 78.045 of this Chapter, regarding indemnification of the City;

- (5) Proof of liability insurance, in accordance with and pursuant to Section 78.035 of this Chapter; and
 - (6) Payment of the valet parking permit application fee, in the amount set forth in the Annual Fee Resolution.
- (B) *Payment of Fees.* Upon issuance of a valet parking permit, pursuant to Section 78.020(A) of this Chapter, the applicant shall submit payment of (1) any third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued by the City in connection with the review and processing of the valet parking permit application, and (2) any fees imposed for the use of City-owned parking spaces in the course of the provision of valet parking services, in an amount to be determined by the City Manager.

Sec. 78.015. - Investigation of Applicant.

- (A) *Investigation.* Except as provided in Section 78.015(C) of this Chapter, prior to issuance of a valet parking permit, the City Chief of Police, or his or her designee, shall:
- (1) Investigate the moral character and business responsibility of the applicant and the valet parking operator, as deemed necessary for the protection of the public health, safety, and order; and
 - (2) Confirm that all valet parking operators and attendants identified in the valet parking plan possess valid driver's licenses issued by any State.
- (B) *Report.* Except as provided in Section 78.015(C) of this Chapter, within 45 days of receipt of a complete application filed pursuant to this Chapter, the Chief of Police shall certify to the City Manager his or her recommendations as to whether or not a permit should be issued to the applicant, together with a detailed statement of the reasons therefor. The failure of the Chief of Police to provide such recommendations and statement within 45 days of the date on which a complete application is filed, or such further time as the applicant may, in writing, agree, shall not be deemed as either a recommendation for or against the approval of the application.
- (C) *Waiver of Investigation.* The City Manager shall have the right, but not the obligation, to waive the investigation and report requirements set forth in Sections 78.015(A) and (B) of this Chapter for any applicant of whom the Chief of Police previously (1) conducted an investigation of the applicant pursuant to Section 78.015(A) of this Chapter, and (2) recommended issuance of the permit pursuant to Section 78.015(B) of this Chapter.

Sec. 78.020. - Approval or Denial of Permit; Revocation; Amendment.

- (A) *Approval.* Upon receipt of a complete application for a new or renewal valet parking permit, and of the recommendations and statement of the Chief of Police pursuant to Section 78.015(B) of this Chapter, and upon a determination that the application satisfies the standards and conditions set forth in this Chapter, the City Manager shall approve the application and direct the City Clerk to issue a valet parking permit to the applicant. The City Manager may condition approval of the application upon additional provisions or restrictions that are consistent with the provisions set forth in this Chapter.
- (B) *Denial or Revocation.* The City Manager may revoke an existing valet parking permit or deny an application for a new or renewal valet parking permit, upon a determination that:
- (1) The applicant or valet parking operator is not an individual of good moral character and business responsibility;
 - (2) The application contains any false, fraudulent or misleading material statement;
 - (3) The applicant or valet parking operator has made any false, fraudulent or misleading material statement in the course of conducting prior valet parking services in the City;

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- (4) The applicant or valet parking operator has previously violated any statute, ordinance, rule or regulation relating to the provision of valet parking services;
 - (5) The applicant or valet parking operator has conducted valet parking services in the City in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public; or
 - (6) The parking spaces identified in the valet parking plan are no longer available to the extent necessary for the safe operation of valet parking services.
- (C) *Refund of Application Fee.* In the event that the City Manager denies an application for a new or renewal valet parking permit, the City shall refund the application fee to the applicant; provided, however, that the City shall have the right, but not the obligation, to retain 50 percent of the fee submitted within an application for a Business District Valet Parking Permit pursuant to Section 78.010(A)(6) of this Chapter, to reimburse the City for its costs in reviewing and processing the application.
- (D) *Notification of Denial or Revocation.* Upon the revocation of an existing valet parking permit or the denial of an application therefor, the City Manager, or his or her designee, shall notify the applicant by first-class mail.
- (E) *Appeal.*
- (1) *Filing of Appeal.* The decision of the City Manager to revoke a valet parking permit or to deny an application for a new or renewal valet parking permit may be appealed to the City Council by filing a Notice of Appeal with the City Manager's Office. The Notice of Appeal must include a written statement setting forth fully the grounds of appeal, and must be filed within 14 days of the date on which the City mailed notice of revocation or denial to the applicant pursuant to Section 78.020(D) of this Chapter.
 - (2) *Scheduling and Notice of Appeal.* Any appeal filed pursuant to this Section 78.020(E) shall be heard at a regular meeting of the City Council within 30 days of the filing of the Notice of Appeal. The City Manager, or his or her designee, shall notify the appellant of the date and time of City Council consideration of the appeal by first-class mail.
 - (3) *City Council Determination.* The decision and order of the City Council on the appeal filed pursuant to this Section 78.020(E) shall be final.
- (F) *Amendment of Valet Parking Permits.*
- (1) *By the Permit Holder.* A valet parking permit holder may request an amendment to the valet parking permit by submitting to the City Manager documentation supporting and detailing the reasons for the requested amendment. The City Manager shall review the request and shall either grant or deny the amendment request, in writing, within 30 days of the date of submission of the amendment request. In the event that the City Manager denies the amendment request, he or she shall set forth the reasons for such denial in writing. The failure of the City Manager to grant or deny a valet parking permit amendment request within 30 days of the date of submission thereof shall be deemed a denial of the request.
 - (2) *By the City.*
 - (a) The City Manager may initiate a valet parking permit amendment by providing (i) written notice to the applicant, and (ii) a statement setting forth the reasons for the amendment.
 - (b) The applicant shall have 30 days from the date of receipt of the written notice provided pursuant to Section 78.020(F)(2)(a) of this Chapter to either (i) accept the proposed amendments, or (ii) request a meeting with the City Manager to discuss the proposed amendments, which meeting must be conducted within 30 days of the applicant's request for the meeting.
 - (c) The amendments recommended by the City Manager shall be effective upon the later to occur of (i) the date that is 30 days after the date of receipt of the written notice provided pursuant to this Section 78.020(F)(2)(a) of this Chapter, and (ii) the date of the meeting

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between the City Manager and the applicant conducted pursuant to Section 78.020(F)(2)(b) of this Chapter.

- (d) An applicant may appeal any valet parking permit amendment enacted by the City Manager according to the procedure set forth in Section 78.020(E) of this Chapter.

Sec. 78.025. - Types of Valet Parking Permits.

(A) *Business District Valet Parking Permit.*

- (1) A Business District Valet Parking Permit issued pursuant to this Chapter shall be valid only for one calendar year from the date of issuance of the permit.
- (2) Renewal of a Business District Valet Parking Permit shall be submitted to the City not later than the date that is 90 days prior to the expiration of the applicant's existing valet parking permit.

(B) *Residential Valet Parking Permit.*

- (1) Residential Valet Parking Permits shall not authorize valet parking services for (a) more than two consecutive days, or (b) more than four days in any 365-day period.
- (2) A Residential Valet Parking Permit issued pursuant to this Chapter shall be valid for one calendar year from the date of issuance of the permit.
- (3) A Residential Valet Parking Permit may not be renewed.

Sec. 78.035. - Liability Insurance Required.

- (A) The valet parking operator shall maintain at all times (1) general liability insurance covering all locations at which the valet parking services are or will be operated, in the minimum amounts of \$1,000,000.00 per occurrence for bodily injury and property damage (Combined Single Limit), and (2) a \$1,000,000.00 umbrella insurance policy.
- (B) The insurance policy required pursuant to this Section 78.035 shall be for a term at least coextensive with the duration of the valid valet parking permit issued to the valet parking operator and shall not be subject to cancellation, except upon 30 days prior notice to the City.
- (C) Upon termination or lapse of the valet parking operator's insurance coverage, any permit issued to the permit holder shall automatically expire.

Sec. 78.040. - Conduct of Valet Parking Operations.

- (A) The valet parking operator shall ensure that attendants park all cars entrusted to the valet parking operator in legal parking places and in accordance with the approved valet parking plan and the provisions of this Chapter.
- (B) The valet parking operator and its attendants shall, when conducting a valet parking operation, wear a clearly legible patch, insignia, or badge on the clothing identifying the name of the valet parking operator.
- (C) **Temporary Signs and Devices.**
- (1) No temporary signs or devices designating valet parking spaces may be used other than those approved by the City as part of the submitted valet parking plan.
 - (2) **Portable Traffic Control Devices.** Valet parking spaces may be designated with portable traffic control devices (including, without limitation, cones), provided that the devices (a) are not greater than four feet in height, (b) are placed in the valet parking spaces no earlier than one hour before valet parking services begin, (c) are removed immediately upon cessation of valet parking services, and (d) do not obstruct designated traffic lanes.
 - (3) All signs utilized in conjunction with valet parking services must comply with (1) Article 20 of the Zoning Code, and (2) the Manual on Uniform Traffic Control Devices; provided, however, that a valet parking operator may utilize one "A-frame" type sign for the purpose of providing notification of the service and fee at the established exchange area, which signs may be placed no earlier than two hours before valet parking services begin and must be removed immediately upon cessation of valet parking services.

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- (D) Valet parking services shall not impede circulation in parking lots or on public rights-of-way.
- (E) Stadium parking may only be used in conjunction with valet parking services if (1) the stadium parking does not impede vehicular circulation, and (2) is part of an approved valet parking plan.
- (F) In the event that off-site property is used for valet parking, as shown on an approved valet parking plan, and the owner of the off-site property revokes or otherwise abrogates the use of that off-site property for valet parking, the applicant must (1) cease all valet parking services, and (2) submit an amended valet parking plan, pursuant to Section 78.020(F)(1) of this Chapter, within 30 days of the revocation or abrogation of the use of the off-site property. The applicant shall not resume valet parking services until the amended valet parking plan is approved by the City Manager in accordance with Section 78.020(F)(1) of this Chapter.
- (G) Valet parking services may only be conducted in those areas identified in an approved valet parking plan; provided, however, that in the event that all of the parking spaces identified in the valet parking plan are otherwise in use, valet parking services may temporarily use other available spaces in any parking lot identified in the valet parking plan, pursuant to the following conditions and restrictions:
 - (1) No parking spaces not identified in the approved valet parking plan may be reserved for temporary use at any time.
 - (2) The valet parking operator, and its attendants, shall cease use of all parking spaces not identified in the valet parking plan immediately upon the vacation of any parking spaces identified in the valet parking plan.
 - (3) The valet parking operator, and its attendants, shall not cause a vehicle to be parked in any on-street parking space, except pursuant to an approved valet parking plan specifically authorizing such use by the City.
 - (4) In the event that, at any time, valet parking services exceed the capacity identified within an approved valet parking plan, the applicant shall submit an amended valet parking plan within 15 days to the City Manager, pursuant to Section 78.020(F)(1) of this Chapter.
- (H) No vehicle may be stored or parked in the drop-off/exchange area for longer than three minutes.
- (I) Key stands or kiosks may be used in conjunction with valet parking services only upon satisfaction of all of the following conditions:
 - (1) The key stand or kiosk shall be portable;
 - (2) The key stand or kiosk shall be placed in operation and in view of the public no earlier than one hour before valet parking services commence;
 - (3) The key stand or kiosk must be removed from the view of the public immediately upon cessation of valet parking services; and
 - (4) The key stand or kiosk may not impede pedestrian or traffic circulation, nor create a driver view obstruction.
- (J) No valet parking operator or attendant shall drive or park any vehicle in a manner that violates any traffic or parking statutes, ordinances, rules or regulations.
- (K) The valet parking operator shall only employ attendants whose information was provided in the valet parking plan. No new attendant or employee may be utilized for valet parking services prior to providing the Chief of Police with the new employee's driver's license number and approval following a background check.
- (L) Every valet parking operator shall cause to be placed on the dashboard of each customer's vehicle, in a manner so as to be conspicuously visible through the windshield of the customer's vehicle, a ticket identifying the name and phone number of the valet parking operator.
- (M) All valet parking attendants must, upon taking custody of a customer's vehicle, issue a numbered receipt to each customer, which receipt must (1) identify the name, address, and telephone number

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of the valet parking operator, (2) state that the valet parking operator possesses liability insurance as required by this Chapter, and (3) identify the charge for the valet parking service.

- (N) Valet parking services may not be denied to any customer in any discriminatory manner or on the basis of businesses or establishments that any customer may be intending to patronize.
- (O) In the event that the applicant represents a group of businesses jointly providing valet parking services, the valet parking service shall not be offered from more than one central drop-off/exchange area.
- (P) Valet parking services may only be provided in a manner consistent with the off-street parking requirements set forth in the Zoning Code.

Sec. 78.045. - Indemnification of City.

All applicants and valet parking operators shall hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys from any and all claims that may be asserted at any time against any of such parties arising out of or in connection with valet parking services or the permit application process required by this Chapter, including, without limitation, claims for property damage, personal injury or death.

Sec. 78.999. - Enforcement and Penalties.

- (A) Any person who violates any provision of this Chapter, who makes a false statement in obtaining a valet parking permit pursuant to this Chapter, or who violates a condition of a valet parking permit granted pursuant to this Chapter, shall be fined not less than \$50.00 no more than \$750.00 for each offense.
- (B) Any violation of this Chapter by any valet parking operator, attendant, employee or other agent of the applicant shall also be deemed and held to be the act of the applicant, which applicant shall be punishable in the same manner as if the violation had been committed by the applicant itself.
- (C) The terms and provisions of this Chapter shall not be deemed or interpreted as superseding or preempting any agreement concerning valet parking executed and approved by the City prior to February 26, 2007, being the date of adoption of this Chapter.

(Ord. 23-07, J. 33, p. 168-179, passed 2/26/07)