

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
Tuesday, June 18, 2013
7:00 p.m.

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

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) July 2, 2013 Regular Meeting
 - b) July 9, 2013 Study Session
 - c) July 16, 2013 Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) June 4, 2013 Regular Meeting3
 - b) Approval of Warrant Lists 1801 and 18027
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8) Public Comment

9) Old Business: None.

10) New Business

- a) Proclamation: Roberta Rubin Day228

11) Appointments

12) Reports

13) Executive Session

14) Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
June 4, 2013**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Council Chambers on Tuesday, June 4, 2013, at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:00 p.m. Present: Trustees Joe Adams, Arthur Braun, Jack Buck, Richard Kates, and Stuart McCrary. Absent: Trustee Patrick Corrigan. Also present: Village Manager Robert Bahan, Village Attorney Katherine Janega, Assistant to the Village Manager Megan Pierce, Community Development Director Mike D’Onofrio, and approximately 11 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) June 11, 2013 Study Session. All of the Council members present, with the exception of Trustee McCrary, indicated that they expected to attend.
 - b) June 18, 2013 Regular Meeting. All of the Council members present, with the exception of Trustees Braun and McCrary, indicated that they expected to attend.
 - c) July 2, 2013 Regular Meeting. All of the Council members present, with the exception of Trustee Braun, indicated that they expected to attend.
- 4) Approval of the Agenda. Trustee Braun, seconded by Trustee McCrary, moved to approve the Agenda. By roll call vote the motion carried. Ayes: Trustees Adams, Braun, Buck, Kates and McCrary. Nays: None. Absent: Trustee Corrigan.
- 5) Consent Agenda
 - a) Village Council Minutes.
 - i) May 14, 2013 Study Session.
 - ii) May 21, 2013 Regular Meeting.
 - b) Warrant Lists Nos. 1799 and 1800. Approving Warrant List No. 1799 in the amount of \$801,848.28, and Warrant List No. 1800 in the amount of \$352,103.49.
 - c) Tapping Machine, Bid #013-015. Authorizing the Village Manager to issue a purchase order to HD Supply in the amount of \$38,967 for the purchase of a tapping machine and associated equipment, according to the conditions of Bid #013-015.
 - d) Chamber of Commerce 2013 Sidewalk Sale & Let Loose on Lincoln. Approving the use of Village streets and sidewalks by the Chamber of Commerce on July 19 and 20 for its Sidewalk Sale and “Let Loose on Lincoln” streetscape beverage garden on Lincoln Avenue south of Elm Street, and to sell beer and wine in the beverage garden, as specified in the Chamber’s request and subject to the Police Chief’s final approval.

Trustee McCrary, seconded by Trustee Braun, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Adams, Braun, Buck, Kates and McCrary. Nays: None. Absent: Trustee Corrigan.

6) Stormwater Update. No report.

7) Ordinances and Resolutions.

- a) Ordinance M-7-2013: 925-931 Green Bay Road Special Use and Variation -- Introduction. Mr. D'Onofrio explained that the special use is being requested to allow the construction of a 40-car parking lot at 931 Green Bay Road, to serve the tenants of the 925 Green Bay building. A zoning variation is also requested to eliminate the requirement for a continuous streetwall for buildings in the C-2 Commercial Zoning District. The requests received positive recommendations from the Zoning Board of Appeals and the Plan Commission. The Design Review Board did not send a recommendation to the Council; however, the board recommended conditions for the Council to consider in the event the project moves forward, which have been included in the draft Ordinance.

Mr. Hal Francke, attorney for the applicants, informed the Council that while most of the provisions in the draft Ordinance are acceptable to his clients, there was concern over several conditions imposed in Section 4 of the Ordinance, on which he would like Council input:

- Condition G, increasing the width of the parking stalls from 8.5 feet to 9 feet
- Condition L, limiting the fence along the north property line to 6.5 feet
- Condition M, requiring two interior landscaped islands in the parking lot
- Condition N, requiring a two-foot overhang with a full height curb along the north property line to allow for plantings
- Condition P, eliminating the fountain to provide for a continuous seat wall at the street frontage north of the parking lot entrance

Mr. Francke explained that conditions G, M and N would cost several parking spaces, and the applicant needs to maximize parking in order to attract tenants; condition L, limiting the fence height, interferes with the proposed plan for an 8-foot fence to better screen the building to the north of the Subject Property; and condition P, calling for the elimination of the fountain, removes the planned focal point of the streetscape, which the applicant envisions as a gathering spot for pedestrians and shoppers.

Attorney Janega said an 8-foot fence would require a zoning variance, as the height limitation is 6.5 feet.

Trustee Braun suggested removing the recital stating that the taxable value of land throughout the Village will not be affected, since a building is being demolished and being replaced with a parking lot, which presumably will reduce the taxable value of the land.

Attorney Janega explained that while the issue was not discussed by the lower Boards, the Zoning Board of Appeals is required to find that taxable value will not be lowered in order to recommend in favor of a zoning variation, but the Council is not. The final

impact of the taxes cannot be known, as the parking lot could increase the viability of the space next door, which could lead to increased sales tax revenue. She agreed that in light of the uncertainty, the finding could be omitted.

After some discussion, there was consensus by the Council that the request was in the best interests of the community, and the majority was in favor of removing the specified conditions and granting approval of the special use permit and the zoning variation as requested by the applicant.

Attorney Janega requested clear direction about which conditions to strike from the draft Ordinance. It was agreed that a few minor technical amendments would be made; the recital dealing with taxable value of the land would be removed; conditions G, L, M, N and P would be removed; and the ordinance would be drafted so that a later request for a zoning variation to permit an 8-foot fence would not require an amendment to the special use.

Trustee Kates, seconded by Trustee McCrary, moved to introduce Ordinance M-7-2013 as amended. By voice vote, the motion carried.

b) Ordinance M-8-2013: 429 Sheridan Road Zoning Variation – Introduction / Adoption.

Mr. D’Onofrio briefly reviewed the request for a variation from the height limitations of fences to allow the construction of two entry columns of 11.5 feet on the Subject Property. This the matter was discussed at the May 21 Council Meeting.

There being no further questions or discussion, Trustee Braun, seconded by Trustee Adams, moved to waive introduction of Ordinance M-8-2013. By roll call vote, the motion carried. Ayes: Trustees Adams, Braun, Buck, Kates and McCrary. Nays: None. Absent: Trustee Corrigan.

Trustee Braun, seconded by Trustee Adams, moved adopt Ordinance M-8-2013. By roll call vote, the motion carried. Ayes: Trustees Adams, Braun, Buck, Kates and McCrary. Nays: None. Absent: Trustee Corrigan.

8) Public Comment and Questions. Trustee Braun commented that the Council’s approval of the 925 Green Bay Road special use request was a demonstration that changes are taking place in Winnetka and he encouraged the Council to move forward with more recommended changes in the business districts.

9) Old Business. None.

10) New Business.

a) Chicago’s North Shore Convention & Visitors Bureau Membership Renewal.

Mr. D’Onofrio explained that every year for the past few years he has requested approval to renew the Village’s membership in the North Shore Convention & Visitor’s Bureau (the Bureau). He explained that the Bureau receives half of their budget from the State and the other half from municipalities and individual businesses who pay annual dues. He reviewed the various marketing activities conducted by the Bureau on behalf of businesses in Winnetka and neighboring communities, adding that 31 Winnetka businesses are members.

Terry Dason, Executive Director of the Chamber of Commerce, and business owners Paul Zurowsky and Suzanne Robin commented in favor of the Village's renewed membership in the Bureau.

The Council agreed that it was good to hear that the Village's investment in the business community was useful and they encouraged the Bureau to keep expanding its membership in Winnetka.

Trustee Braun, seconded by Trustee Buck, moved to renew the annual membership with Chicago's North Shore Convention & Visitors Bureau in the amount of \$6,500. By roll call vote, the motion carried. Ayes: Trustees Adams, Braun, Buck, Kates and McCrary. Nays: None. Absent: Trustee Corrigan.

11) Appointments.

- a) Trustee Braun, seconded by Trustee Buck, moved to approve the appointment of William Krucks as Chair of the Plan Commission to replace Gene Greable, effective immediately.
- b) Trustee Braun, seconded by Trustee Buck, moved to approve the appointment of Andrew Cripe to the Zoning Board of Appeals to replace William Krucks, effective immediately.
- c) Trustee Braun, seconded by Trustee Buck, moved to approve the appointment of Jim Sayegh to the Business Community Development Commission for a full term, effective immediately.

12) Reports.

- a) Village President. President Greable reported on the Memorial Day activities at the Village Green.
- b) Trustees. No reports.
- c) Attorney. No report.
- d) Manager. No report.

13) Executive Session. Trustee Braun moved to adjourn into Executive Session to discuss Personnel Matters and Pending or Probable Litigation, pursuant to Sections 2(c)(1) and 2(c)(11) respectively, of the Illinois Open Meetings Act. Trustee Buck seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Adams, Braun, Buck, Kates and McCrary. Nays: None. Absent: Trustee Corrigan. The Council adjourned into Executive Session at 8:15 p.m.

The Council reconvened into Regular Session at 9:19 p.m. Present: President Greable, Trustees Adams, Braun, Buck, Corrigan, Kates and McCrary. Nays: None. Absent: Trustee Corrigan. Also present: Village Manager Rob Bahan, Village Attorney Katherine Janega and Assistant to the Village Manager Megan Pierce.

14) Adjournment. Trustee Buck, seconded by Trustee McCrary, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:20 p.m.

Recording Secretary



Agenda Item Executive Summary

Title: Warrant Lists Nos. 1801 and 1802

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 06/18/2013

Consent: YES NO

<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input checked="" type="checkbox"/>	Informational Only

Item History:

None.

Executive Summary:

Warrant Lists Nos. 1801 and 1802 were emailed to each Village Council member.

Recommendation / Suggested Action:

Consider approving Warrant Lists Nos. 1801 and 1802

Attachments:

None.



Agenda Item Executive Summary

Title: M-7-2013 - 925-931 Green Bay Road, Special Use & Variation - Adoption

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date: 06/18/2013

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input checked="" type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/> | Policy Direction |
| <input type="checkbox"/> | Informational Only |

Item History:

Ordinance M-7-2013 was introduced at the June 4, 2013, Council meeting.
(See June 4, 2013 Agenda, pp. 23 - 149.)

Executive Summary:

Ordinance M-7-2013 grants a Special Use Permit in accordance with Section 17.56 of the Winnetka Zoning Ordinance, and a variation from Section 17.46.060.A, to Packard Associates L.P., to eliminate the continuous streetwall required to be observed by buildings in the C-2- Commercial Zoning Districts, in order to construct a surface parking lot at 929-931 Green Bay Road. This site is currently improved with a retail building occupied by two retail businesses - Bedside Manor and Body and Sole - and a surface parking lot at the rear of the building.

Packard Associates, which also owns 925 Green Bay Road (aka Packard building), has purchased the adjoining property - 929-931 Green Bay Road - for purposes of constructing a 40-car surface parking lot, which would serve tenants of the 925 Green Bay Road building. The Packard building was until recently the home of the GAP clothing store. The proposed parking lot is intended to improve the owner's ability to attract a new anchor tenant to the 925 Green Bay Road building.

Ordinance M-7-2013 was amended in the course of the Council's discussions on June 4, 2013, prior to voting for introduction. It is therefore not necessary to vote to amend the ordinance. However, a tracked version of the ordinance is attached for the Council's reference.

Recommendation / Suggested Action:

Consider adopting Ordinance M-7-2013, granting a Special Use Permit and variation to allow for a surface parking lot at 925-931 Green Bay Road.

Attachments:

- 1) Agenda Report
- 2) Ordinance M-7-2013 – Final Draft
- 3) Ordinance M-7-2013 – Tracked Draft, for reference
- 4) Attachment A: Special Use Application
- 5) Attachment B: Variation Application
- 6) Attachment C: Plat of Survey & Existing Site Conditions
- 7) Attachment D: Proposed Site Plan

AGENDA REPORT

TO: Village Council

PREPARED BY: Michael D'Onofrio, Director of Community Development

SUBJECT: 925 - 931 Green Bay Rd, Ord.M-7-2013
(1) Special Use Permit
(2) Variation - Continuous Streetwall

DATE: June 13, 2013

REF: June 4, 2013 Council Mtg. pp.24-149

Ordinance M-7-2013 grants a Special Use Permit and a variation from the continuous streetwall requirement of Section 17.46.060 of the Winnetka Zoning Ordinance, to allow the construction of an open, surface parking lot at 925-931 Green Bay Road, subject to certain conditions stated in the Ordinance.

The property is located in the C-2 Commercial Overlay District in Hubbard Woods, on the east side of Green Bay Road between Tower Road and Gage Street.

Summary of Request

Packard Associates L.P., the longtime owner of 925 Green Bay Road (aka Packard Building) and recent purchaser of the adjoining property at 929-931 Green Bay Road, proposes to demolish the building at 929-931 Green Bay Road and construct a 40-car surface parking lot to serve tenants of the Packard Building. The Packard Building was until recently the home of the GAP clothing store, and the proposed parking lot is intended to improve the owner's ability to attract a new anchor tenant to 925 Green Bay Road.

The parcel at 929-931 Green Bay, which is adjacent (north) to the Packard building property, measures 50' x 200', and is currently improved with a one-story commercial building measuring 3,350 square feet. (See Attachment C, Plat of Survey & Existing Site Conditions.) The building currently houses two retail stores, *Bedside Manor* and *Body and Sole*. The property is also improved with a 12-space parking lot, accessible from a Green Bay Road driveway and from the adjoining public alley (Tower Court) to east. (See Figure 1 on the next page.)

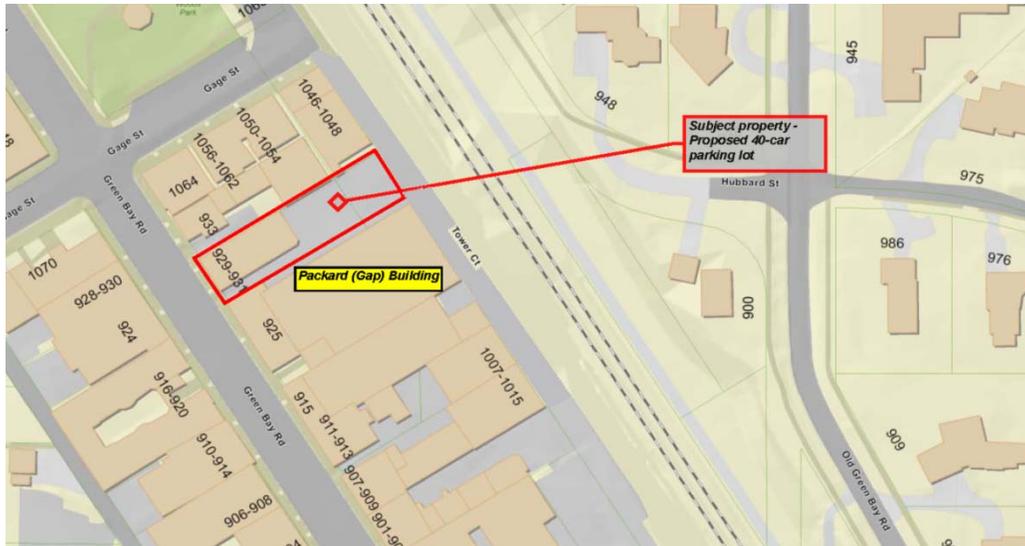


Figure 1

The Packard building at 925 Green Bay Road includes 12,500 square feet of ground floor commercial space, 20 residential apartment units on the second floor, and 17 enclosed parking spaces that are located at the rear of the building and are accessed from Tower Court.

The proposed parking lot would cover the entire 929-931 Green Bay Rd parcel, as well as incorporate a 9.9' wide strip of the 925 Green Bay Rd parcel. Of the 40 parking spaces, 35 would measure 8.5' x 18', four would be compact car spaces (8' by x 18'), and one would be striped for handicapped parking. All 40 spaces would be accessed from a 24' wide aisle, and all would be at a 90 degree angle.

The proposed 40-car parking lot would be accessed off Green Bay Road, with the existing 12-foot driveway being widened to 14 feet. The lot would have a one-way traffic pattern, with vehicles entering from the west off Green Bay Road and exiting on the east by a left turn onto Tower Court, and then north on the one-way Tower Court towards Gage Street, and ultimately exiting on Merrill St. (See Figure 2, below.) For details of the parking lot and associated improvements, see Attachment D, Proposed Site Plan.



Figure 2

In addition to the parking areas, the parking lot will also have landscaping improvements, including a plaza area adjacent to the Green Bay Road sidewalk. The plaza area will incorporate brick pavers, a low brick seat wall, a decorative archway feature and a landscape bed approximately 80 square feet in area.

The removal of the 929-931 Green Bay Road building and construction of the new parking lot will enlarge the interruption of the continuous streetwall along this portion of Green Bay Road. Section 17.46.060.A of the Zoning Ordinance requires the following:

“...the front yard setback shall be established so that the front building line of the subject property aligns with the front building lines of the adjoining buildings, so as to create a continuous streetwall”.

Although the design plan calls for improvements along the front property line – the seat wall and decorative arch – the intent of Section 17.46.060.A is that the streetwall be comprised of buildings. Furthermore, in the C-2 Commercial zoning district, setback requirements are reversed, establishing a maximum setback from the front property line (aligning with adjacent buildings, but no greater than three feet from the property line) in order to maintain a continuous frontage of building facades and retail storefronts, and to preserve the retail and pedestrian character of the business districts. As such,

based on the proposed plan, a variation to this section of the Zoning Ordinance is necessary along with the Special Use.

Summary of Council Discussion and Action

Ordinance M-7-2013 was introduced at the June 4, 2013, Council meeting. At that time, the Council heard the applicant's presentation and also had before it the entire record from the Village's lower boards and commissions. That record included the applicant's submittals and plans, the report of the Zoning Board of Appeals hearing, and the relevant minutes of the Plan Commission and Design Review Board. The procedural history, findings and recommendations of each of these bodies are recited in the preamble to Ordinance M-7-2013.

The record before the Village Council also included the traffic and parking study prepared by the applicant's traffic engineers, Kenig, Lindgren, O'Hara and Aboona, Inc. ("KLOA Study"), and the Village Engineer's comments on the KLOA Study.

Based on comments by the various boards/commissions and staff review, Ordinance M-7-2013 was drafted so that the requested variation and special use would be granted subject to the following conditions:

1. The Parking Lot shall include the 9-3/4-foot paved strip along the north edge of the 925 Green Bay parcel, as depicted in the drawings dated April 18, 2013.
2. The Parking Lot shall meet all accessibility standards of the Americans with Disabilities Act.
3. All spaces in the Parking Lot shall comply with the Traffic Engineering Handbook published by the Institute of Transportation Engineers, as required by Section 17.46.110 (G) of the Winnetka Village Code; provided that parking spaces shall be striped for a minimum width of 9 feet.
4. The Village of Winnetka shall not be responsible for enforcing parking restrictions in the Parking Lot, except as may be provided in a written agreement with the Owner that has been approved by the Village Council in the manner provided by law.
5. The Owner shall be responsible for posting and enforcing any parking restrictions in the Parking Lot; provided, that, except as authorized by Village Code, no parking enforcement shall include the impoundment of any parked vehicles in place through the use of a Denver Boot or similar immobilizing device.
6. Employee parking shall be prohibited in the Parking Lot, and all employees of any businesses located in the Packard Building shall use the upper level of the Scott Avenue Parking Deck.
7. The Parking Lot shall have a single lane of one-way traffic, with all vehicles entering the Parking Lot from Green Bay Road and exiting at the rear of the property onto northbound Tower Court.

8. The Owners shall install a fence no higher than 6-1/2 feet high along the north property line, to screen the view of the property to the north.
9. The vertical clearance of the arch shall be sufficient to allow unimpeded access by all Fire Department vehicles, as determined by the Winnetka Fire Chief.
10. The Parking Lot shall be landscaped as provided in the drawings dated April 18, 2013. The Parking lot shall include the following elements, as recommended by the Design Review Board:
 - a. There shall be two interior landscaped islands, with one being located at the rear of the Subject Property adjacent to Tower Court, so as to allow for the possible placement of signage; and the other being located near the center of the north property line.
 - b. There shall be a two-foot overhang with a full height curb along the north property line to allow for an area of planting vines.
 - c. Evergreens or coniferous plantings shall be used in the landscaped area along the Green Bay Road frontage of the Subject Property.
 - d. The fountain depicted in the landscape plan shall be eliminated to provide for a continuous seat wall.
 - e. The width of the driveway entrance shall be reduced from 16 feet to 14 feet, on the same center line now depicted in the site plan.
 - f. Final details of landscape plans, signage, lighting and material samples for the area along the north wall of the Packard building shall be submitted with the construction permit application for the Parking Lot, and shall be subject to review and comment by the Design Review Board as provided in Chapter 15.40 of the Winnetka Village Code.

All of the foregoing conditions were incorporated into Section 4 of Ordinance M-7-2013. However, before introducing the Ordinance, the Council modified the Ordinance. The modifications are all reflected in the final draft of the attached Ordinance, and are highlighted in the Tracked draft that is also attached for reference. The changes are as follows:

1. Deleted the recital pertaining to the impact on taxable values, along with the accompanying drafter's note. (Tracked Ordinance, page 6)
2. Deleted the reference to the Design Review Board in Section 4.C. (Tracked Ordinance, page 7)
3. Deleted the 9-foot width requirement for parking spaces in Section 4.G. (Tracked Ordinance, page 8)
4. Added a clarifying reference to the variation process in Section 4.L. (Tracked Ordinance, page 8)
5. Deleted the requirements for the two interior landscaped islands and the two-foot overhang, initially in Section 4.M and N. (Tracked Ordinance, page 8)
6. Deleted the requirement that would have eliminated the fountain, initially in Section 4.P. (Tracked Ordinance, page 8)

Because all of the foregoing changes were made prior to the vote on introduction, it is not necessary to amend Ordinance M-7-2013 before adoption. Adoption of the ordinance requires the concurrence of a majority of the Council.

Recommendation

Consider adopting Ordinance M-7-2013, granting a Special Use Permit for a parking lot at 929-931 Green Bay Road and a variation to eliminate the required continuous streetwall required to be observed by buildings at the front yard for the properties at 925 – 931 Green Bay Rd.

Attachments:

- Ordinance M-7-2013 – Final Draft
- Ordinance M-7-2013 – Tracked Draft, for reference
- Attachment A: Special Use Application
- Attachment B: Variation Application
- Attachment C: Plat of Survey & Existing Site Conditions
- Attachment D: Proposed Site Plan

**AN ORDINANCE
GRANTING A SPECIAL USE PERMIT
AND A VARIATION IN THE APPLICATION OF THE
ZONING ORDINANCE OF THE VILLAGE OF WINNETKA,
COOK COUNTY, ILLINOIS (925-931 Green Bay Road)**

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, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to regulate for the protection of the public health, safety and welfare; and

WHEREAS, the Village Council find that establishing standards for the use and development of lands and buildings within the Village and establishing and applying criteria for variations from those standards are matters pertaining to the affairs of the Village; and

WHEREAS, of the following described real estate (the “Subject Property”), which is commonly known as 925-931 Green Bay Road:

Lot 3 in Block 5 in Jared Gage’s Subdivision in Section 17 and 8, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

And also

The southerly 50 feet of that part of the east half of the Northwest Quarter of said Fractional Section 17, described as follows: Commencing at the Northeast corner of Lot 1 in Block 5 in Jared Gage’s Subdivision aforesaid and running thence Southeasterly along the Easterly line of Lots 1,2 and 3 in said Block 5, a distance of 150 feet; thence running Easterly on a line of parallel with the southerly line of Gage Street extended, a distance of 50 feet; thence Northwesterly on a line parallel with the Easterly line of Lots 1,2 and 3 aforesaid, a distance of 150 feet to a point on the South line of Gage Street extended, and thence Southwesterly to the point of beginning, in Cook County, Illinois;

And also

Lots 4 and 5 in Block 5 in Jared Gage’s Subdivision of part of Northwest Quarter of Fractional Section 17 and part of the East half of the Southwest Quarter of Fractional Section 8, all in Township 42 North, Range 13 East of the Third Principal Meridian;

And also

The Southerly 18 feet of strip of land 50 feet wide and 168 feet long lying Easterly of adjoining Lots 1, 2 and 3 and Northerly 18 feet of Lot 4 in Block 5 in Jared Gage’s Subdivision aforesaid, all in Cook County, Illinois; and

WHEREAS, the Subject Property is located in the Hubbard Woods business district, on the east side of Green Bay Road between Tower Road and Gage Street, in the C-2 Retail Overlay District of the C-2 (General Retail) Commercial Zoning District provided for in Chapter 17.44 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code; and

WHEREAS, the Subject Property consists of two parcels: (a) a 10,000 square-foot rectangular parcel, commonly known as 929-931 Green Bay Road (“Parcel 1”), which is improved with a one-story, 3,350 square-foot commercial building in the northwest corner and a 12-foot wide driveway that leads to a 12-space parking area in the rear; and (b) a 20,000 square foot rectangular parcel that lies immediately to the south of Parcel 1, is commonly known as 925 Green Bay Road (“Parcel 2”), and is improved with a building commonly known as the “Packard Building;” and

WHEREAS, the building on Parcel 1 has two retail spaces that house *Body and Sole*, and *Bedside Manor*, two established retail sales businesses; and

WHEREAS, Packard Associates, L.P. (“Owner”), is the sole beneficiary of a trust that owns Parcel 2 and that recently purchased the Subject Property; and

WHEREAS, the Owner proposes to demolish the building located on Parcel 1 and to construct a 40-car street-level parking lot to serve tenants of the Packard Building on Parcel 2; and

WHEREAS, pursuant to Section 17.44.030 of Chapter 17.44 and Section 17.46.110 of Chapter 17.46 of the Winnetka Zoning Ordinance, street level parking lots are permitted only as a special use in the C-2 (General Retail) Commercial Zoning District; and

WHEREAS, on March 6, 2013, the Owner filed an application for a special use permit to allow the construction of the proposed street level parking lot on the Subject Property; and

WHEREAS, on March 14, 2013, the Owner also filed an application seeking the following variations from the development standards in Chapter 17.46 of the Winnetka Zoning Ordinance: (a) a variation from the requirements of the intensity of use of lot limitations of Section 17.46.040 to allow a combined impermeable lot coverage for the entire Subject Property of 29,258 square feet, whereas a maximum of 27,000 square feet is permitted, resulting in a variation of 2,258 square feet (8.37%); and (b) a variation from the front yard setback provisions of Section 17.46.040 (A) that require the creation of a continuous streetwall by aligning the front building lines of adjoining buildings; and

WHEREAS, the special use permit and zoning variations are being requested to allow the existing building, driveway and rear parking area on Parcel 1 to be removed and to be replaced by a 40-space street level parking lot that will include the north 9.75 feet of Parcel 2 and will have a street frontage that consists of a widened driveway entrance, a narrow plaza area adjacent to the north building line of the Packard Building, a low brick seat wall with a fountain detail, a decorative column and archway feature and a landscape bed with an area of approximately 80 square feet; and

WHEREAS, the Owner’s special use request is subject to the conditions and requirements set out in Sections 17.44.020 (B) and 17.46.110 of the Zoning Ordinance, as well as the conditions and requirements pertaining to special uses set forth in Chapter 17.56 of the Winnetka Zoning Ordinance; and

WHEREAS, on April 8, 2013, on due notice thereof, the Zoning Board of Appeals conducted a public hearing on the proposed special use and requested variations; and

WHEREAS, by the unanimous vote of the five members of the Zoning Board of Appeals present on April 8, 2013, the Zoning Board of Appeals has recommended to the Village Council that the requested special use permit for the street level parking be granted; and

WHEREAS, by the unanimous vote of the five members of the Zoning Board of Appeals present on April 8, 2013, the Zoning Board of Appeals has recommended to the Village Council that both of the requested variations be granted, although it also recommended that the Owner reduce the impermeable surface so as to bring the impermeable surface within the applicable limits and thereby eliminate the need for the variation from the intensity of use of lot limitations; and

WHEREAS, following the meeting of the Zoning Board of Appeals, the Owner modified the proposed parking lot plan to provide for increased usage of pavers rather than impermeable pavement, as a result of which the impermeable surface in the amended plan now complies with Section 17.46.040 of the Zoning Ordinance, and the Owner has accordingly withdrawn its request for a variation from that requirement; and

WHEREAS, on March 21, 2013, pursuant to Chapter 15.40 of the Village Code, the Design Review Board met to consider the Owner's proposed plan and provide comment on its consistency with the Village of Winnetka Design Guidelines; and

WHEREAS, at the request of the Owner, the meeting of the Design Review Board was continued to April 18, 2013, to enable the Owner to address the Design Review Board's comments; and

WHEREAS, at the Design Review Board's meeting on April 18, 2013, the Owner presented its revised plan with the conforming impermeable surface and, upon completing their discussion of Owner's revised proposal, the four members of the Design Review Board then present issued generally favorable comment on the modified plans, subject to the following recommendations: (a) adding two islands to the parking lot, one at the very rear and one on the north side, with signage to help soften the appearance; (b) adding a second landscape island on the north side, which could be used as a base for growing vines to soften the appearance of the wooden fence; (c) using evergreens or coniferous trees at the front planting area; (d) eliminating the fountain to provide an uninterrupted seat wall; (e) reducing the width of the entrance from 16 feet to 14 feet; and (f) conforming to the 9-foot parking stall width, depending on engineering review; and

WHEREAS, on April 24, 2013, on due notice thereof, the Plan Commission considered the Owner's request for a special use and by the favorable vote of seven of the nine voting members of the Plan Commission then present, has found the proposed special use to be consistent with the Comprehensive Plan and has recommended that the special use permit for the street level parking be approved; and

WHEREAS, the evidence submitted by the Owner included a Traffic and Parking Study prepared by Kenig, Lindgren, O'Hara and Aboona, Inc. ("KLOA Study"), which evaluated existing roadway system characteristics, measured existing traffic volumes, conducted a parking survey and observed pedestrian volumes; and

WHEREAS, the KLOA Study concluded: (a) that the proposed parking lot will not change or negatively impact the pedestrian experience on Green Bay Road; (b) that left turns from Green Bay Road to the Subject Property will have a minimal impact on southbound traffic; (c) that the proposed special use will generate minimal additional traffic; and (d) the proposed parking lot will ensure that there is adequate parking for future retail use at the Packard Building without exacerbating parking conditions on Green Bay Road; and

WHEREAS, the separate proceedings before the Zoning Board of Appeals and the Plan Commission both included questioning of the Owner by members of the Zoning Board of Appeals and the Plan Commission; and

WHEREAS, two owners of properties located within 250 feet of the Subject Property appeared at the hearings of the Zoning Board of Appeals and the Plan Commission, with one speaking in favor of the Owner's proposal, and the other speaking against it; and

WHEREAS, neither the two owners who appeared, nor any other owners of properties located within 250 feet of the Subject Property submitted any other evidence or requested an opportunity to cross-examine witnesses at either the Zoning Board of Appeals hearing or the Plan Commission meeting; and

WHEREAS, the record also includes testimony from neighboring third parties who operate businesses in the vicinity and who inquired about specifics of the Owner's plan, with some speaking in favor and some speaking in opposition; and

WHEREAS, no one who sought to comment on the Owner's proposal at the Zoning Board of Appeals, the Plan Commission or the Design Review Board was denied the opportunity to do so; and

WHEREAS, the proceedings of the Zoning Board of Appeals and Plan Commission conformed with all requirements of their procedural rules, the Winnetka Village Code and applicable statutes of the State of Illinois; and

WHEREAS, the Village Council has not received any written protests opposing the proposed special use, as provided in Section 17.56.050 of the Zoning Ordinance; and

WHEREAS, the Village Engineer has reviewed the KLOA Study and has reported (a) that the study methodology is in keeping with sound traffic engineering principles and practice; and (b) that he concurs with the KLOA Study's conclusions (i) that the proposed parking lot will not have a significant impact on traffic flow or congestion on the adjacent street system and (ii) that, with the full occupancy of the retail space in the Packard Building, additional convenient parking is necessary to avoid negatively impacting parking availability in the immediate vicinity; and

WHEREAS, the Village Engineer has recommended that the Owner provide a detailed signage plan as part of the permit application to assure that ingress, egress and the network of one-way roads are properly communicated; and

WHEREAS, the Village Engineer has also commented on the width of the proposed parking spaces, and has observed that, while the 9.0-foot width recommended by the Design Review Board is preferable, the proposed 8.5-foot width for the new parking spaces is within the acceptable range; and

WHEREAS, subject to the terms and conditions of this Ordinance, the proposed special use will neither endanger nor be detrimental to the public health, safety, comfort, morals or general welfare, in that the proposed parking lot: (a) will provide a substantial number of off-street parking spaces to support the commercial use of the first floor of the Packard Building; (b) will add to the inventory of accessible parking spaces by placing such spaces in close proximity to the Packard Building; and (c) will add a pedestrian friendly plaza and seat wall on the east side of Green Bay Road; and

WHEREAS, subject to the terms and conditions of this Ordinance, the proposed special use will not substantially diminish or impair property values in the immediate vicinity, and will not be substantially injurious to the use and enjoyment of land in the immediate vicinity, in that: (a) the new surface parking area will enhance the viability of the commercial space on the first floor of the Packard Building; (b) the streetscape improvements at the entry to the parking lot will improve the appearance of the east side of Green Bay Road north of the Packard Building and may draw additional pedestrian traffic to the vicinity; and (c) the new parking area will relieve parking demand on the street, freeing on-street parking for other uses in the vicinity; and

WHEREAS, subject to the terms and conditions of this Ordinance, adequate measures have been taken to provide ingress and egress in a manner that minimizes pedestrian and vehicular traffic congestion in the public ways, in that: (a) the driveway entrance to the proposed parking lot will be in the same area as an existing curb cut, and (b) the proposed parking lot will have one-way, eastbound traffic, with ingress from Green Bay Road and egress through the rear of the Subject Property to northbound Tower Court, thereby directing traffic away from pedestrian areas; and

WHEREAS, the proposed special use enhances off-street parking, reduces demand for on-street parking and all utilities, access roads, drainage and other facilities necessary for the operation of the special use already exist; and

WHEREAS, because the proposed special use will increase off-street parking and because the design and materials used in the streetscape component of the proposed special use will be consistent with or complementary to the existing Packard Building, which is an established feature in the immediate vicinity, the proposed special use is consistent with the *Winnetka 2020* objective to ensure that commercial development is appropriate to the character of and minimizes the adverse impact on its surrounding neighborhood; and

WHEREAS, because of the pre-existing infrastructure, the proposed special use is consistent with the goals and objectives of *Winnetka 2020*, in particular its objectives: (a) to limit development so as to prevent the need for significant increases in infrastructure; (b) to ensure that development proposals minimize the potential adverse impact on pedestrian character, on-site parking, traffic patterns, congestion, open space, storm water management and Village infrastructure; (c) to ensure that new development does not decrease the public parking supply, particularly on-street parking that supports retail use; and (d) to ensure that new development does not decrease the public parking supply; and

WHEREAS, the proposed special use is also consistent with the goals and objectives of *Winnetka 2020* to maintain the essential quality, viability and attractiveness of the Village's business districts while encouraging new economic development consistent with the character of the Village and the individual business districts; and

WHEREAS, there are practical difficulties associated with carrying out the strict application of the Zoning Ordinance with respect to the Subject Property in that (a) the proposed parking lot will alleviate on-street parking and improve the economic viability of the Packard Building; (b), the proposed parking lot cannot be constructed without a curb cut, which necessarily makes a continuous streetwall impossible; and (c) the landscaping and streetscape improvements along the Green Bay Road property line of Parcel 1 will visually mask the flat parking surface behind it; and

WHEREAS, subject to the terms and conditions of this Ordinance, the requested variation will not alter the essential character of the neighborhood, in that: (a) the proposed parking lot will not alter the Packard Building, which will remain the most visible aspect of the Subject Property; (b) the streetscape components of the parking lot on Parcel 1 are proposed to be constructed with materials that are similar or complementary to the Packard Building on Parcel 2; and (c) the entrance to the proposed parking lot will be in the same general area as the driveway to the parking area behind the building currently on Parcel 1; and

WHEREAS, the requested variation will not impair an adequate supply of light and air because the proposed parking lot will be an open area located at street level; and

WHEREAS, the requested variations will not increase the hazard from fire and other dangers to the Subject Property because the entire parking lot will not have any building enclosures and will conform with applicable construction and safety codes; and

WHEREAS, the requested variation will not contribute to congestion on the public streets, as the variation is necessitated by the proposed off-street parking and pertains only to the impact of the proposed Parking Lot on the streetwall aspect of the Subject Property; and

WHEREAS, there is no evidence that the requested variations will otherwise impair the public health, safety, comfort, morals, and welfare of the inhabitants of the Village.

WHEREAS, the requested variation is in harmony with the general purpose and intent of the Winnetka Zoning Ordinance, in that it: (a) maintains the scale and character of the existing commercial neighborhood; (b) protects and respects the justifiable reliance of existing residents, business people and taxpayers on the continuation of existing, established land use patterns; and (c) otherwise promotes the public health, safety, comfort, morals and welfare by supporting the economic viability of the Packard Building, which is a significant commercial property in Hubbard Woods, by alleviating on-street parking demand, and by providing a new streetscape amenity in the Hubbard Woods business district; and

WHEREAS, this Ordinance has been placed on the Village Council's agenda and made available for public inspection at Village Hall and on the Village's web site, in accordance with Sections 2.04.040 and 2.16.040 of the Winnetka Village Code and applicable law.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Winnetka as follows:

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

SECTION 2: That, subject to the terms and conditions hereinafter set forth, and pursuant to Section 17.44.030 of Chapter 17.44 and Section 17.46.110 of Chapter 17.46 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code, a special use permit is

hereby granted with respect to the Subject Property, commonly known as 925 - 931 Green Bay Road and located in the C-2 Retail Overlay Zoning District, to allow the construction of the proposed street-level parking lot on that portion of the Subject Property known as 929 - 931 Green Bay Road ("Parcel 1"), with streetscape amenities (collectively, the "Parking Lot"), as depicted in Owner's Exhibit E, "Revised Site Plan," and Exhibit F, "Revised Arched Gateway Feature Concept," both prepared by The Lakota Group and dated April 18, 2013.

SECTION 3: That, subject to the terms and conditions hereinafter set forth, the Subject Property, commonly known as 925 - 931 Green Bay Road and located in the C-2 Retail Overlay Zoning District, is hereby granted a variation from the front yard setback provisions of Section 17.46.040 (A) Chapter 17.46 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code, that require the creation of a continuous streetwall by aligning the front building lines of adjoining buildings, to allow the construction of the proposed street-level parking lot on that portion of the Subject Property known as 929 - 931 Green Bay Road ("Parcel 1"), with streetscape amenities (collectively, the "Parking Lot"), as depicted in Owner's Exhibit E, "Revised Site Plan," and Exhibit F, "Revised Arched Gateway Feature Concept," both prepared by The Lakota Group and dated April 18, 2013 .

SECTION 4: The variations and special use permit hereby granted shall be subject to the following terms and conditions, which shall be incorporated into final plans and documentation for the proposed Parking Lot:

A. The construction of the Parking Lot shall commence within 12 months after the effective date of this Ordinance.

B. The special use permit and variation shall expire if construction of the Parking Lot is not commenced within 12 months after the effective date of this Ordinance.

C. Nothing in this Ordinance shall be deemed as granting a certificate of appropriateness of design approval for the proposed Parking Lot, which shall remain subject to final approval, as provided in Chapter 15.40 of the Winnetka Building Code, Title 15 of the Winnetka Village Code.

D. The construction of the Parking Lot shall be in accordance with the plans and elevations identified as Exhibit E, "Revised Site Plan," and Exhibit F, "Revised Arched Gateway Feature Concept," dated April 18, 2013, as prepared by The Lakota Group and presented in the Village Council's agenda materials ("Proposed Plans").

E. The Parking Lot shall include the 9.75-foot paved strip along the north edge of Parcel 2, as depicted in the Proposed Plans.

F. The Parking Lot shall meet all accessibility standards of the Americans with Disabilities Act.

G. All spaces in the Parking Lot shall comply with the Traffic Engineering Handbook published by the Institute of Transportation Engineers, as required by Section 17.46.110 (G) of the Winnetka Village Code.

H. The Village of Winnetka shall not be responsible for enforcing parking restrictions in the Parking Lot, except as may be provided in a written agreement with the Owner that has been approved by the Village Council in the manner provided by law.

I. The Owner shall be responsible for posting and enforcing any parking restrictions in the Parking Lot; provided that, except as authorized by Village Code, no parking enforcement shall include the impoundment of any parked vehicles in place through the use of a Denver Boot or similar immobilizing device.

J. Employee parking shall be prohibited in the Parking Lot, and all employees of any businesses located in the Packard Building shall use the upper level of the Scott Avenue Parking Deck.

K. The Parking Lot shall have a single lane of one-way traffic, with all vehicles entering the Parking Lot from Green Bay Road and exiting at the rear of the property onto northbound Tower Court.

L. The Owner shall install a fence no higher than 6.5 feet high along the north property line of Parcel 1, to screen the view of the property to the north, unless the Owner obtains a variation pursuant to Chapter 17.60 of the Winnetka Zoning Ordinance to allow the fence to be of a greater height.

M. Evergreens or coniferous plantings shall be used in the landscaped area along the Green Bay Road frontage of the Parking Lot.

N. The width of the Parking Lot entrance driveway shall be reduced from 16 feet to 14 feet, on the same center line now depicted in the site plan.

O. The vertical clearance of the arch shall be sufficient to allow unimpeded access by all Fire Department vehicles, as determined by the Winnetka Fire Chief.

P. Final details of landscape plans, signage, lighting, material samples for the area along the north wall of the Packard Building shall be submitted with the construction permit application for the Parking Lot, and shall be subject to review and comment by the Design Review Board as provided in Chapter 15.40 of the Winnetka Village Code.

Q. The types and placement of traffic signage, whether on or off site, shall comply with all applicable standards, as determined by the Village Engineer. Owner shall be responsible for the cost of all such signage, regardless of its type or location.

SECTION 5: The stipulations, conditions and restrictions set forth in the foregoing Section 3 of this Ordinance may be modified or revised from time to time by the Village Council following public notice and hearing, following the procedures specified in Section 17.56 of the Winnetka Village Code for processing special use applications.

[Remainder of this page intentionally left blank.]

SECTION 6: This Ordinance is passed by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 7: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

PASSED this ___ day of _____, 2013, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of _____, 2013.

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 _____, 2013.

Introduced: June 4, 2013

Passed and Approved:

ORDINANCE NO. M-7-2013

**AN ORDINANCE
GRANTING A SPECIAL USE PERMIT
AND A VARIATION IN THE APPLICATION OF THE
ZONING ORDINANCE OF THE VILLAGE OF WINNETKA,
COOK COUNTY, ILLINOIS (925-931 Green Bay Road)**

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, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to regulate for the protection of the public health, safety and welfare; and

WHEREAS, the Village Council find that establishing standards for the use and development of lands and buildings within the Village and establishing and applying criteria for variations from those standards are matters pertaining to the affairs of the Village; and

WHEREAS, of the following described real estate (the “Subject Property”), which is commonly known as 925-931 Green Bay Road:

Lot 3 in Block 5 in Jared Gage’s Subdivision in Section 17 and 8, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

And also

The southerly 50 feet of that part of the east half of the Northwest Quarter of said Fractional Section 17, described as follows: Commencing at the Northeast corner of Lot 1 in Block 5 in Jared Gage’s Subdivision aforesaid and running thence Southeasterly along the Easterly line of Lots 1,2 and 3 in said Block 5, a distance of 150 feet; thence running Easterly on a line of parallel with the southerly line of Gage Street extended, a distance of 50 feet; thence Northwesterly on a line parallel with the Easterly line of Lots 1,2 and 3 aforesaid, a distance of 150 feet to a point on the South line of Gage Street extended, and thence Southwesterly to the point of beginning, in Cook County, Illinois;

And also

Lots 4 and 5 in Block 5 in Jared Gage’s Subdivision of part of Northwest Quarter of Fractional Section 17 and part of the East half of the Southwest Quarter of Fractional Section 8, all in Township 42 North, Range 13 East of the Third Principal Meridian;

And also

The Southerly 18 feet of strip of land 50 feet wide and 168 feet long lying Easterly of adjoining Lots 1, 2 and 3 and Northerly 18 feet of Lot 4 in Block 5 in Jared Gage’s Subdivision aforesaid, all in Cook County, Illinois; and

WHEREAS, the Subject Property is located in the Hubbard Woods business district, on the east side of Green Bay Road between Tower Road and Gage Street, in the C-2 Retail Overlay District of the C-2 (General Retail) Commercial Zoning District provided for in Chapter 17.44 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code; and

WHEREAS, the Subject Property consists of two parcels: (a) a 10,000 square-foot rectangular parcel, commonly known as 929-931 Green Bay Road (“Parcel 1”), which is improved with a one-story, 3,350 square-foot commercial building in the northwest corner and a 12-foot wide driveway that leads to a 12-space parking area in the rear; and (b) a 20,000 square foot rectangular parcel that lies immediately to the south of Parcel 1, is commonly known as 925 Green Bay Road (“Parcel 2”), and is improved with a building commonly known as the “Packard Building;” and

WHEREAS, the building on Parcel 1 has two retail spaces that house *Body and Sole*, and *Bedside Manor*, two established retail sales businesses; and

WHEREAS, Packard Associates, L.P. (“Owner”), is the sole beneficiary of a trust that owns ~~the Packard Building~~Parcel 2 and that recently purchased the Subject Property; and

WHEREAS, the Owner proposes to demolish the building located on Parcel 1 and to construct a 40-car street-level parking lot to serve tenants of the Packard Building on Parcel 2; and

WHEREAS, pursuant to Section 17.44.030 of Chapter 17.44 and Section 17.46.110 of Chapter 17.46 of the Winnetka Zoning Ordinance, street level parking lots are permitted only as a special use in the C-2 (General Retail) Commercial Zoning District; and

WHEREAS, on March 6, 2013, the Owner filed an application for a special use permit to allow the construction of the proposed street level parking lot on the Subject Property; and

WHEREAS, on March 14, 2013, the Owner also filed an application seeking the following variations from the development standards in Chapter 17.46 of the Winnetka Zoning Ordinance: (a) a variation from the requirements of the intensity of use of lot limitations of Section 17.46.040 to allow a combined impermeable lot coverage for the entire Subject Property of 29,258 square feet, whereas a maximum of 27,000 square feet is permitted, resulting in a variation of 2,258 square feet (8.37%); and (b) a variation from the front yard setback provisions of Section 17.46.040 (A) that require the creation of a continuous streetwall by aligning the front building lines of adjoining buildings; and

WHEREAS, the special use permit and zoning variations are being requested to allow the existing building, driveway and rear parking area on Parcel 1 to be removed and to be replaced by a 40-space street level parking lot that will include the north 9.75 feet of Parcel 2 and will have a street frontage that consists of a widened driveway entrance, a narrow plaza area adjacent to the north building line of the Packard Building, a low brick seat wall with a fountain detail, a decorative column and archway feature and a landscape bed with an area of approximately 80 square feet; and

WHEREAS, the Owner’s special use request is subject to the conditions and requirements set out in Sections 17.44.020 (B) and 17.46.110 of the Zoning Ordinance, as well as the conditions and requirements pertaining to special uses set forth in Chapter 17.56 of the Winnetka Zoning Ordinance; and

WHEREAS, on April 8, 2013, on due notice thereof, the Zoning Board of Appeals conducted a public hearing on the proposed special use and requested variations; and

WHEREAS, by the unanimous vote of the five members of the Zoning Board of Appeals present on April 8, 2013, the Zoning Board of Appeals has recommended to the Village Council that the requested special use permit for the street level parking be granted; and

WHEREAS, by the unanimous vote of the five members of the Zoning Board of Appeals present on April 8, 2013, the Zoning Board of Appeals has recommended to the Village Council that both of the requested variations be granted, although it also recommended that the Owner reduce the impermeable surface so as to bring the impermeable surface within the applicable limits and thereby eliminate the need for the variation from the intensity of use of lot limitations; and

WHEREAS, following the meeting of the Zoning Board of Appeals, the Owner modified the proposed parking lot plan to provide for increased usage of pavers rather than impermeable pavement, as a result of which the impermeable surface in the amended plan now complies with Section 17.46.040 of the Zoning Ordinance, and the Owner has accordingly withdrawn its request for a variation from that requirement; and

WHEREAS, on March 21, 2013, pursuant to Chapter 15.40 of the Village Code, the Design Review Board met to consider the Owner's proposed plan and provide comment on its consistency with the Village of Winnetka Design Guidelines; and

WHEREAS, at the request of the Owner, the meeting of the Design Review Board was continued to April 18, 2013, to enable the Owner to address the Design Review Board's comments; and

WHEREAS, at the Design Review Board's meeting on April 18, 2013, the Owner presented its revised plan with the conforming impermeable surface and, upon completing their discussion of Owner's revised proposal, the four members of the Design Review Board then present issued generally favorable comment on the modified plans, subject to the following recommendations: (a) adding two islands to the parking lot, one at the very rear and one on the north side, with signage to help soften the appearance; (b) adding a second landscape island on the north side, which could be used as a base for growing vines to soften the appearance of the wooden fence; (c) using evergreens or coniferous trees at the front planting area; (d) eliminating the fountain to provide an uninterrupted seat wall; (e) reducing the width of the entrance from 16 feet to 14 feet; and (f) conforming to the 9-foot parking stall width, depending on engineering review; and

WHEREAS, on April 24, 2013, on due notice thereof, the Plan Commission considered the Owner's request for a special use and by the favorable vote of seven of the nine voting members of the Plan Commission then present, has found the proposed special use to be consistent with the Comprehensive Plan and has recommended that the special use permit for the street level parking be approved; and

WHEREAS, the evidence submitted by the Owner included a Traffic and Parking Study prepared by Kenig, Lindgren, O'Hara and Aboona, Inc. ("KLOA Study"), which evaluated existing roadway system characteristics, measured existing traffic volumes, conducted a parking survey and observed pedestrian volumes; and

WHEREAS, the KLOA Study concluded: (a) that the proposed parking lot will not change or negatively impact the pedestrian experience on Green Bay Road; (b) that left turns from Green Bay Road to the Subject Property will have a minimal impact on southbound traffic; (c) that the proposed special use will generate minimal additional traffic; and (d) the proposed parking lot will ensure that there is adequate parking for future retail use at the Packard Building without exacerbating parking conditions on Green Bay Road; and

WHEREAS, the separate proceedings before the Zoning Board of Appeals and the Plan Commission both included questioning of the Owner by members of the Zoning Board of Appeals and the Plan Commission; and

WHEREAS, two owners of properties located within 250 feet of the Subject Property appeared at the hearings of the Zoning Board of Appeals and the Plan Commission, with one speaking in favor of the Owner's proposal, and the other speaking against it; and

WHEREAS, neither the two owners who appeared, nor any other owners of properties located within 250 feet of the Subject Property submitted any other evidence or requested an opportunity to cross-examine witnesses at either the Zoning Board of Appeals hearing or the Plan Commission meeting; and

WHEREAS, the record also includes testimony from neighboring third parties who operate businesses in the vicinity and who inquired about specifics of the Owner's plan, with some speaking in favor and some speaking in opposition; and

WHEREAS, no one who sought to comment on the Owner's proposal at the Zoning Board of Appeals, the Plan Commission or the Design Review Board was denied the opportunity to do so; and

WHEREAS, the proceedings of the Zoning Board of Appeals and Plan Commission conformed with all requirements of their procedural rules, the Winnetka Village Code and applicable statutes of the State of Illinois; and

WHEREAS, the Village Council has not received any written protests opposing the proposed special use, as provided in Section 17.56.050 of the Zoning Ordinance; and

WHEREAS, the Village Engineer has reviewed the KLOA Study and has reported (a) that the study methodology is in keeping with sound traffic engineering principles and practice; and (b) that he concurs with the KLOA Study's conclusions (i) that the proposed parking lot will not have a significant impact on traffic flow or congestion on the adjacent street system and (ii) that, with the full occupancy of the retail space in the Packard Building, additional convenient parking is necessary to avoid negatively impacting parking availability in the immediate vicinity; and

WHEREAS, the Village Engineer has recommended that the Owner provide a detailed signage plan as part of the permit application to assure that ingress, egress and the network of one-way roads are properly communicated; and

WHEREAS, the Village Engineer has also commented on the width of the proposed parking spaces, and has observed that, while the 9.0-foot width recommended by the Design Review Board is preferable, the proposed 8.5-foot width for the new parking spaces is within the acceptable range; and

WHEREAS, subject to the terms and conditions of this Ordinance, the proposed special use will neither endanger nor be detrimental to the public health, safety, comfort, morals or general welfare, in that the proposed parking lot: (a) will provide a substantial number of off-street parking spaces to support the commercial use of the first floor of the Packard Building; (b) will add to the inventory of accessible parking spaces by placing such spaces in close proximity to the Packard Building; and (c) will add a pedestrian friendly plaza and seat wall on the east side of Green Bay Road; and

WHEREAS, subject to the terms and conditions of this Ordinance, the proposed special use will not substantially diminish or impair property values in the immediate vicinity, and will not be substantially injurious to the use and enjoyment of land in the immediate vicinity, in that: (a) the new surface parking area will enhance the viability of the commercial space on the first floor of the Packard Building; (b) the streetscape improvements at the entry to the parking lot will improve the appearance of the east side of Green Bay Road north of the Packard Building and may draw additional pedestrian traffic to the vicinity; and (c) the new parking area will relieve parking demand on the street, freeing on-street parking for other uses in the vicinity; and

WHEREAS, subject to the terms and conditions of this Ordinance, adequate measures have been taken to provide ingress and egress in a manner that minimizes pedestrian and vehicular traffic congestion in the public ways, in that: (a) the driveway entrance to the proposed parking lot will be in the same area as an existing curb cut, and (b) the proposed parking lot will have one-way, eastbound traffic, with ingress from Green Bay Road and egress through the rear of the Subject Property to northbound Tower Court, thereby directing traffic away from pedestrian areas; and

WHEREAS, the proposed special use enhances off-street parking, reduces demand for on-street parking and all utilities, access roads, drainage and other facilities necessary for the operation of the special use already exist; and

WHEREAS, because the proposed special use will increase off-street parking and because the design and materials used in the streetscape component of the proposed special use will be consistent with or complementary to the existing Packard Building, which is an established feature in the immediate vicinity, the proposed special use is consistent with the *Winnetka 2020* objective to ensure that commercial development is appropriate to the character of and minimizes the adverse impact on its surrounding neighborhood; and

WHEREAS, because of the pre-existing infrastructure, the proposed special use is consistent with the goals and objectives of *Winnetka 2020*, in particular its objectives: (a) to limit development so as to prevent the need for significant increases in infrastructure; (b) to ensure that development proposals minimize the potential adverse impact on pedestrian character, on-site parking, traffic patterns, congestion, open space, storm water management and Village infrastructure; (c) to ensure that new development does not decrease the public parking supply, particularly on-street parking that supports retail use; and (d) to ensure that new development does not decrease the public parking supply; and

WHEREAS, the proposed special use is also consistent with the goals and objectives of *Winnetka 2020* to maintain the essential quality, viability and attractiveness of the Village's business districts while encouraging new economic development consistent with the character of the Village and the individual business districts; and

WHEREAS, there are practical difficulties associated with carrying out the strict application of the Zoning Ordinance with respect to the Subject Property in that (a) the proposed parking lot will alleviate on-street parking and improve the economic viability of the Packard Building; (b), the proposed parking lot cannot be constructed without a curb cut, which necessarily makes a continuous streetwall impossible; and (c) the landscaping and streetscape improvements along the Green Bay Road property line of Parcel 1 will visually mask the flat parking surface behind it; and

WHEREAS, subject to the terms and conditions of this Ordinance, the requested variation will not alter the essential character of the neighborhood, in that: (a) the proposed parking lot will not alter the Packard Building, which will remain the most visible aspect of the Subject Property; (b) the streetscape components of the parking lot on Parcel 1 are proposed to be constructed with materials that are similar or complementary to the Packard Building on Parcel 2; and (c) the entrance to the proposed parking lot will be in the same general area as the driveway to the parking area behind the building currently on Parcel 1; and

WHEREAS, the requested variation will not impair an adequate supply of light and air because the proposed parking lot will be an open area located at street level; and

WHEREAS, the requested variations will not increase the hazard from fire and other dangers to the Subject Property because the entire parking lot will not have any building enclosures and will conform with applicable construction and safety codes; and

~~**WHEREAS**, there is no evidence that the requested variation will diminish the taxable value of land and buildings throughout the Village; and~~

~~[**Drafter's Note:** The record does not address the property tax impact of the removal of the occupied building at 929-931 Green Bay Road and its replacement with an open, street level parking area. According to County records, the land is assessed at \$37,500, and the building is assessed at \$178,030, for a total assessed valuation of \$215,530. The property is currently in Class 5-17, because it has a one-story building. It is assessed at 25% of market value. It is not possible to determine the tax impact, but since the parking lot site is separate from the Packard Building, it is likely to be reclassified, and its new market value will be based on the sales price.]~~

WHEREAS, the requested variation will not contribute to congestion on the public streets, as the variation is necessitated by the proposed off-street parking and pertains only to the impact of the proposed Parking Lot on the streetwall aspect of the Subject Property; and

WHEREAS, there is no evidence that the requested variations will otherwise impair the public health, safety, comfort, morals, and welfare of the inhabitants of the Village.

WHEREAS, the requested variation is in harmony with the general purpose and intent of the Winnetka Zoning Ordinance, in that it: (a) maintains the scale and character of the existing commercial neighborhood; (b) protects and respects the justifiable reliance of existing residents, business people and taxpayers on the continuation of existing, established land use patterns; and (c) otherwise promotes the public health, safety, comfort, morals and welfare by supporting the economic viability of the Packard Building, which is a significant commercial property in Hubbard Woods, by alleviating on-street parking demand, and by providing a new streetscape amenity in the Hubbard Woods business district; and

WHEREAS, this Ordinance has been placed on the Village Council’s agenda and made available for public inspection at Village Hall and on the Village’s web site, in accordance with Sections 2.04.040 and 2.16.040 of the Winnetka Village Code and applicable law.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Winnetka as follows:

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

SECTION 2: That, subject to the terms and conditions hereinafter set forth, and pursuant to Section 17.44.030 of Chapter 17.44 and Section 17.46.110 of Chapter 17.46 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code, a special use permit is hereby granted with respect to the Subject Property, commonly known as 925 - 931 Green Bay Road and located in the C-2 Retail Overlay Zoning District, to allow the construction of the proposed street-level parking lot on that portion of the Subject Property known as 929 - 931 Green Bay Road (“Parcel 1”), with streetscape amenities (collectively, the “Parking Lot”), as depicted in Owner’s Exhibit E, “Revised Site Plan,” and Exhibit F, “Revised Arched Gateway Feature Concept,” both prepared by The Lakota Group and dated April 18, 2013.

SECTION 3: That, subject to the terms and conditions hereinafter set forth, the Subject Property, commonly known as 925 - 931 Green Bay Road and located in the C-2 Retail Overlay Zoning District, is hereby granted a variation from the front yard setback provisions of Section 17.46.040 (A) Chapter 17.46 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code, that require the creation of a continuous streetwall by aligning the front building lines of adjoining buildings, to allow the construction of the proposed street-level parking lot on that portion of the Subject Property known as 929 - 931 Green Bay Road (“Parcel 1”), with streetscape amenities (collectively, the “Parking Lot”), as depicted in Owner’s Exhibit E, “Revised Site Plan,” and Exhibit F, “Revised Arched Gateway Feature Concept,” both prepared by The Lakota Group and dated April 18, 2013 .

SECTION 4: The variations and special use permit hereby granted shall be subject to the following terms and conditions, which shall be incorporated into final plans and documentation for the proposed Parking Lot:

A. The construction of the Parking Lot shall commence within 12 months after the effective date of this Ordinance.

B. The special use permit and variation shall expire if construction of the Parking Lot is not commenced within 12 months after the effective date of this Ordinance.

C. Nothing in this Ordinance shall be deemed as granting a certificate of appropriateness of design approval for the proposed Parking Lot, which shall remain subject to final approval ~~by the Design Review Board~~, as provided in Chapter 15.40 of the Winnetka Building Code, Title 15 of the Winnetka Village Code.

D. The construction of the Parking Lot shall be in accordance with the plans and elevations identified as Exhibit E, “Revised Site Plan,” and Exhibit F, “Revised Arched Gateway Feature Concept,” dated April 18, 2013, as prepared by The Lakota Group and presented in the Village Council’s agenda materials (“Proposed Plans”).

E. The Parking Lot shall include the 9.75-foot paved strip along the north edge of Parcel ~~1~~2, as depicted in the Proposed Plans.

F. The Parking Lot shall meet all accessibility standards of the Americans with Disabilities Act.

G. All spaces in the Parking Lot shall comply with the Traffic Engineering Handbook published by the Institute of Transportation Engineers, as required by Section 17.46.110 (G) of the Winnetka Village Code; ~~provided that parking spaces shall be striped for a minimum width of 9 feet.~~

H. The Village of Winnetka shall not be responsible for enforcing parking restrictions in the Parking Lot, except as may be provided in a written agreement with the Owner that has been approved by the Village Council in the manner provided by law.

I. The Owner shall be responsible for posting and enforcing any parking restrictions in the Parking Lot; provided that, except as authorized by Village Code, no parking enforcement shall include the impoundment of any parked vehicles in place through the use of a Denver Boot or similar immobilizing device.

J. Employee parking shall be prohibited in the Parking Lot, and all employees of any businesses located in the Packard Building shall use the upper level of the Scott Avenue Parking Deck.

K. The Parking Lot shall have a single lane of one-way traffic, with all vehicles entering the Parking Lot from Green Bay Road and exiting at the rear of the property onto northbound Tower Court.

L. The Owner shall install a fence no higher than 6.5 feet high along the north property line of Parcel 1, to screen the view of the property to the north, unless the Owner obtains a variation pursuant to Chapter 17.60 of the Winnetka Zoning Ordinance to allow the fence to be of a greater height.

~~M. There shall be two interior landscaped islands: (i) one island shall be located at the rear of the Subject Property adjacent to Tower Court, to allow for the possible placement of signage; and (ii) one island shall be located near the center of the north property line.~~

~~N. There shall be a two-foot overhang with a full height curb along the north property line of Parcel 1 to allow for an area of planting vines.~~

OM. Evergreens or coniferous plantings shall be used in the landscaped area along the Green Bay Road frontage of the Parking Lot.

~~P. The fountain depicted in the landscape plan shall be eliminated to provide for a continuous seat wall at the street frontage of Parcel 1 north of the Parking Lot entrance.~~

ON. The width of the Parking Lot entrance driveway shall be reduced from 16 feet to 14 feet, on the same center line now depicted in the site plan.

RO. The vertical clearance of the arch shall be sufficient to allow unimpeded access by all Fire Department vehicles, as determined by the Winnetka Fire Chief.

SP. Final details of landscape plans, signage, lighting, material samples for the area along the north wall of the Packard Building shall be submitted with the construction permit application for the Parking Lot, and shall be subject to review and comment by the Design Review Board as provided in Chapter 15.40 of the Winnetka Village Code.

FQ. The types and placement of traffic signage, whether on or off site, shall comply with all applicable standards, as determined by the Village Engineer. Owner shall be responsible for the cost of all such signage, regardless of its type or location.

SECTION 5: The stipulations, conditions and restrictions set forth in the foregoing Section 3 of this Ordinance may be modified or revised from time to time by the Village Council following public notice and hearing, following the procedures specified in Section 17.56 of the Winnetka Village Code for processing special use applications.

[Remainder of this page intentionally left blank.]

SECTION 6: This Ordinance is passed by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 7: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

PASSED this ___ day of _____, 2013, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of _____, 2013.

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 _____, 2013.

Introduced: June 4, 2013

| Passed and Approved:

ATTACHMENT A – SPECIAL USE APPLICATION

CASE NO. 13-05-SU

**925 AND 931 GREEN BAY ROAD
WINNETKA, ILLINOIS**

**APPLICATION FOR SPECIAL USE
Village of Winnetka**

Name of Applicant: Packard Associates L.P., an Illinois Limited Partnership

Property Address: 925 and 931 Green Bay Road, Winnetka, IL 60093

Telephone Number: 847-579-9745

Fax and Email: F: 847-631-0768 E: lwhillman@gmail.com

Attorney Information: Name, Address, Telephone, Fax & Email

Harold W. Francké

DLA Piper LLP (US)

203 North LaSalle, Suite 1900

Chicago, Illinois 60601

T: 312-368-4047 E: Harold.Francke@dlapiper.com

Date Property Acquired by Owner:

Applicant is contract purchaser of the 931 Green Bay Road property.

Chicago Title Land Trust Company, successor to LaSalle Bank National Association, successor to NBD Trust Company of Illinois, as trustee under trust agreement dated September 1, 1992 and known as trust number 4778 HP acquired title to the 925 Green Bay Road property in September 1992. Applicant is the sole beneficiary of that Land Trust.

Nature of Any Restrictions on Property:

General Retail Commercial Overlay District (C-2)

Explanation of Special Use Requested:

Parking Lot

OFFICE USE ONLY

Planned Development Requested Under Ordinance Section(s) _____

Staff Contact: _____ **Date:** _____

931 GREEN BAY ROAD
SPECIAL USE APPLICATION – PROJECT NARRATIVE

Twenty years ago, Packard Associates converted the abandoned Lane Pontiac building into luxury lofts and a Gap retail store that anchored the Hubbard Woods Business District. Since then, the apartments have been extraordinarily successful and The Gap generated just under \$75 million in retail sales and resulting sales tax revenues. The Gap recently closed, largely due to the lack of adequate customer parking – a continuing concern that has undermined the last 18 months of re-leasing efforts.

To satisfy the demand for additional parking, Packard Associates contracted to purchase the property adjoining to the north to construct additional parking. Unfortunately, by then, The Gap was no longer willing to wait and redevelopment became necessary.

A local and eminently capable team is working together to address the reuse and improvement of this important Hubbard Woods property. The team includes:

Scott Freres
The Lakota Group
Urban & Landscape Planning

H. Gary Frank
H. Gary Frank Architecture

Harold Francke
DLA Piper
Legal

Luay Aboona
Kenig, Lindgren, O'Hara, Aboona, Inc.
Parking and Traffic Engineering

Lawrence Hillman
Packard Associates LP
Real Estate Development

Donald Skip Martin
Highview Partners
Leasing and Business District Redevelopment

This application is the final step of that redevelopment process. The proposed plan will enhance the landmark building with a new corner façade and mini-plaza that is attractive to all – including pedestrians, motorists, retailers, and the community at large. A difficult alley and disorganized parking configuration will be replaced with landscaped areas and an archway sculpture that maintains the existing blockwall, creates visual interest, and leads to properly organized customer parking. Unattractive buildings and unadorned façades will be replaced with attractive new storefronts and façade designs more in keeping with the Hubbard Woods aesthetic. At once, the plan will *reduce* parking and traffic loads while creating a far more viable, attractive, and revitalized streetfront.

To accomplish these improvements and re-anchor Hubbard Woods, the Applicant is seeking a special use for parking in the overlay district and a modest technical departure from parking space dimension guidelines set forth in the Village of Winnetka Design Guidelines. Winnetka ordinances require approval of this request by the Zoning Board of Appeals, Plan Commission, Design Review Board and Village Board and our development team looks forward to presenting the merits of this redevelopment and addressing your questions.

**SPECIAL USE PERMIT REQUESTS FOR CERTAIN NON-RETAIL
OCCUPANCIES**

Any application to establish a Special Use listed in Section 17.44.010.B of the C-2 zoning district designated by an asterisk, to be located on the ground floor in the C-2 Overlay District must establish in detail how the proposed occupancy and its operation will be in compliance with the following standards:

1. That the establishment, maintenance and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare;

Response: The property has historically included, and currently includes, surface parking. The existing building will be demolished to expand the existing surface parking area in order to serve the adjacent retail use. The use of the property for this purpose will satisfy a demand for additional customers parking, thereby enhancing the public health, safety, comfort, morals and general welfare. The parking area will include landscaped areas, a paved entry and plaza with seating, and an arched gateway feature. Overall, the proposed use has been designed so that it will not be detrimental to or endanger public health, safety, comfort, morals, or general welfare.

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

Response: The proposed Special Use would be beneficial to other property in the immediate vicinity as it would provide parking for the adjacent property and an attractive paved plaza with seating. The proposed redevelopment would attract pedestrians to this focal point of the Hubbard Woods Business District, reenergize the area, and improve the availability of street parking for customers of other retailers and commercial tenants in the immediate area.

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

Response: The proposed Special Use is intended to provide parking for future retail users in the immediate vicinity. Accordingly, it will not impede the normal and orderly development or improvement of other property in the immediate vicinity for permitted uses, but will improve the availability of street parking for use by other properties in the immediate vicinity.

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

Response: The property currently largely consists of parking and includes an alley leading to a parking lot behind a one-story building. The proposed Special Use would remove the alley entrance and relocate the entrance to Green Bay Road, which will be more visible to retail customers. Relocating the entrance to Green Bay Road would avoid congestion that might result

from concentrating vehicular access to an alley entrance. The proposed Site Plan also includes a landscaped area at the entrance of the parking lot to direct the flow of one-way traffic through the lot, further eliminating vehicular traffic congestion.

5. That adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the Special Use exist or are to be provided;

Response: The proposed Special Use is intended to provide additional parking for a retail use in the immediate area. Adequate facilities to operate the parking lot will be provided.

6. That the Special Use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes.

Response: At-grade parking may be allowed as a Special Use in the C-2 Zoning District under § 17.46.110 of the Code. Parking lots located at or above street level are subject to the provisions of § 17.44.030 of the Code, which are not applicable here as the Applicant does not plan to offer anything for sale on the lot nor build a public parking garage.

7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses of a comparison shopping nature.

Response: The proposed Special Use will enhance the continuity, concentration and pedestrian nature of the area by concentrating parking for the adjacent retail user to an off-street location. This will improve the availability of street parking for other retail users in the area while eliminating a parking shortage that has prevented re-leasing of a central focal building in the district.

8. Proposed street frontages providing access to or visibility for one or more special uses shall provide for a minimum interruption in the existing and potential continuity and concentration of retail uses of a comparison shopping nature.

Response: The proposed Special Use does not include buildings; however, the lot has been designed to minimize traffic congestion and pedestrian-vehicular interactions while being visually appealing and accommodating existing design elements.

9. The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses of a comparison shopping nature.

Response: The proposed Special Use is for a surface parking lot and, therefore, does not include buildings with display windows, facades, signage, or lighting.

10. If a project or building has, proposes or contemplates a mix of retail, office and service-type uses, and the retail portions of the project or building shall be located adjacent to the sidewalk. The minimum frontage for each retail use adjacent to the sidewalk shall be twenty (20) feet with a minimum gross floor area of four hundred (400) square feet. In addition, such

retail space shall be devoted to active retail merchandising which maintains typical and customary hours of operation.

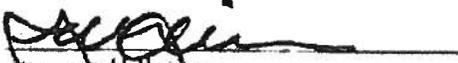
Response: Not applicable. The proposed Special Use does not have, propose, or contemplate a mix of retail, office, and service-type uses.

11. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses of a comparison shopping nature.

Response: The proposed Special Use will improve the availability of parking for district clientele by providing additional off-street parking, making other parking in the district available to clientele of other businesses.

[SIGNATURE PAGE FOLLOWS]

Respectfully Submitted,


Lawrence Hillman
General Partner
Packard Associates, L.P.

3.6.2013
Date

1945 Sunnyside Ave., Highland Park, IL 60035
Address

EAST54057284.5

ATTACHMENT B – VARIATION APPLICATION

CASE NO. 13-65-60

**APPLICATION FOR VARIATION
WINNETKA ZONING BOARD OF APPEALS**

Applicant Information:

Name: Packard Associates L.P., an Illinois Limited Partnership
Property Address: 931 Green Bay Road
Home and Work Telephone Number: Office: 847-579-9745
Fax and E-Mail: Fax: 847-631-0786 E-mail: lwhillman@gmail.com

Architect Information: Name, Address, Telephone, Fax & E-mail:

Architect:

H. Gary Frank Architects, 525 Chestnut St., Winnetka, IL 60093
Phone: 847-501-4212; Fax: 866-543-5783; E-mail: gary@hgaryfrankarchitects.com

Landscape Architect:

The Lakota Group, 212 W. Kinzie St., Floor 3, Chicago, IL 60654
Phone: 312-467-5445; Fax: 312-467-5484 E-mail: SFreres@thelakotagroup.com

Attorney Information: Name, Address, Telephone, Fax & E-mail:

Harold W. Francke, Meltzer, Purtil & Stelle LLC,
1515 E. Woodfield Road, 2nd Floor, Schaumburg, IL 60173 Phone: 847-330-6068
E-mail: hfrancke@mpslaw.com

Date Property Acquired by Owner: Applicant is contract purchaser of the subject property. The subject property is owned by Mari Anne Lucente, Richard E. Santi, as Trustee, and Mary Eileen Belmonti and Steven H. Santi, as Co-Trustees

Nature of Any Restrictions on Property: General Retail Commercial Overlay District (C-2)

Explanation of Variation Requested: Applicant is requesting (1) a variation from Section 17.46.040 of the Zoning Ordinance to permit a total impermeable area of 29,258 square feet (97.53% of the lot area) where a total of 27,000 square feet (90% of lot area) is otherwise permitted, a variation of 2,258 square feet (or 8.36%); and (2) a variation from Section 17.46.060.A of the Zoning Ordinance [Front Yard Setback] to eliminate the required continuous streetwall required to be observed by buildings at the front yard for the Green Bay Road frontage of the subject property.

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.

PACKARD ASSOCIATES L.P.

Property Owner's Signature: By:  Date: March 14, 2013

Harold W. Francke, Its Attorney

(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.

**Application for Variations
931 Green Bay Road
Applicant: Packard Associates L.P.**

Compliance with 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 cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.

The commercial use and occupancy of the adjacent retail building situated at 925 Green Bay Road will materially benefit from the provision of additional off-street parking. Granting the requested variations will make it possible to provide that parking.

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.

The property in question is uniquely situated in the heart of the Hubbard Woods Business District. It is adjacent to a commercial building which is already owned by the Applicant. The subject property currently has an impermeable surface coverage ratio of 99%. The proposed plan of improvement will result in an overall reduction in the amount impermeable surface on the site.

Additionally, a continuous streetwall does not currently exist in this location due to the existence of access drives along the northern and southern boundaries of the 925 Green Bay Road property. The proposed construction of an architectural gateway element along the subject property's Green Bay Road frontage will help to reinforce the streetwall concept.

3. The variation, if granted, will not alter the essential character of the locality.

The proposed improvement plan will not alter the essential retail and commercial character of the area. In fact, the plan will enhance and benefit that character and the Village's tax base.

4. An adequate supply of light and air to the adjacent property will not be impaired.

Demolition of the existing building at 931 Green Bay Road will increase the overall amount of open space provided on site, improving access to light and air for the adjacent properties.

5. The hazard from fire and other damages to the property will not be increased.

The proposed improvement plan will not increase the hazard from fire or other damages.

6. The taxable value of the land and buildings throughout the Village will not diminish.

Granting the requested variations so that construction can be undertaken pursuant to the proposed improvement plan will enhance the Village's tax base, not cause a diminution of the taxable value of the land and buildings in the Village.

7. The congestion in the public street will not increase.

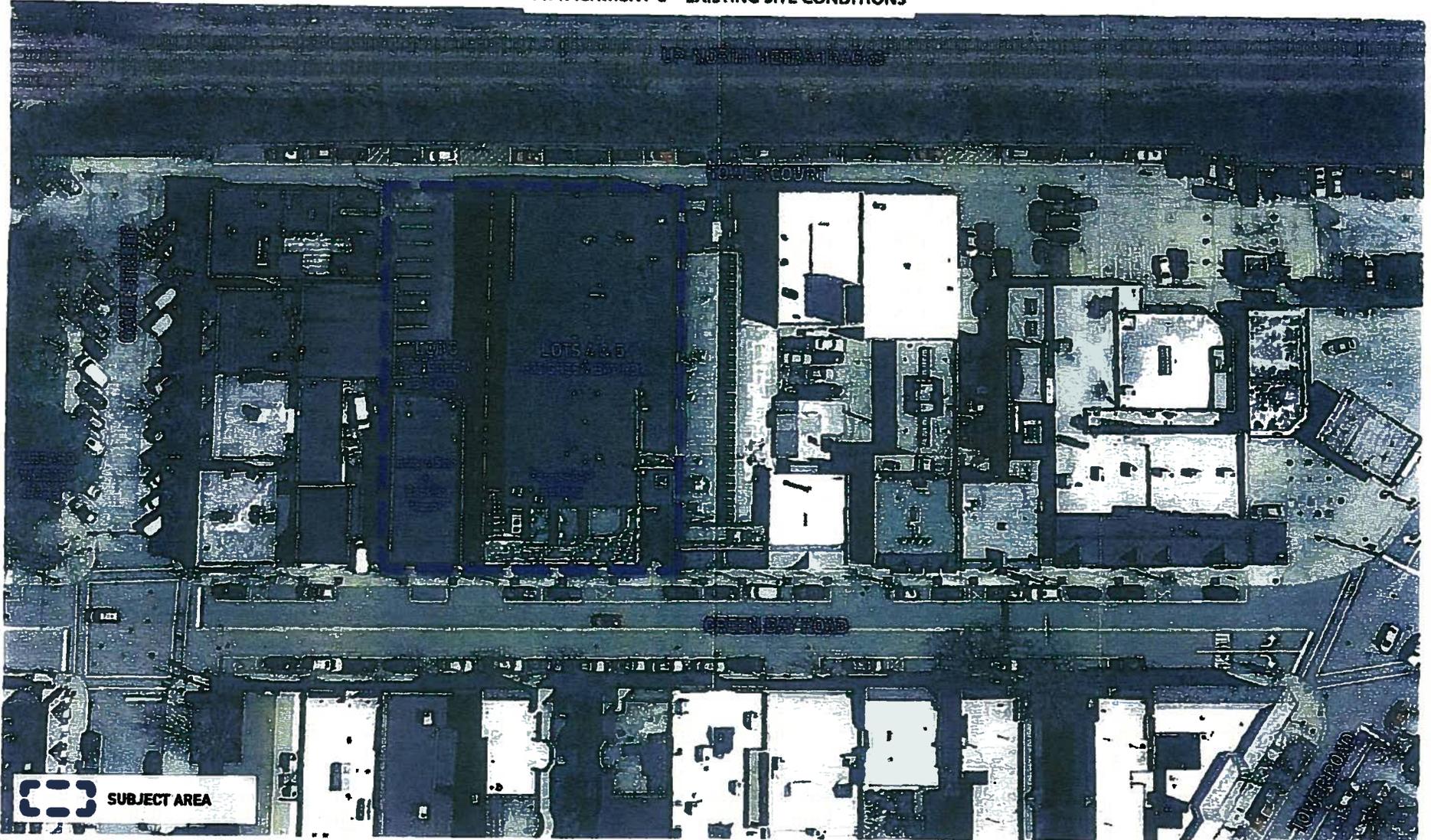
An addition to the supply of off-street parking in the area will help reduce the demand for on-street parking in the Hubbard Woods business district. Existing vehicular access to and from the subject property will be maintained through the use of the existing one-way ingress off Green Bay Road, and egress onto Tower Court at the rear of the property.

As stated in the traffic report Applicant has submitted the proposed improvement of the subject property will not cause undue congestion in the public streets, vehicular turning movements will operate safely and efficiently and intersections in the vicinity of the subject property will continue to operate at acceptable levels of service.

8. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

The proposed improvement plan will not impair the public health, comfort, morals, or welfare of the inhabitants of the Village. In fact, the proposed improvements will enhance the comfort and welfare of Village residents.

ATTACHMENT C – EXISTING SITE CONDITIONS

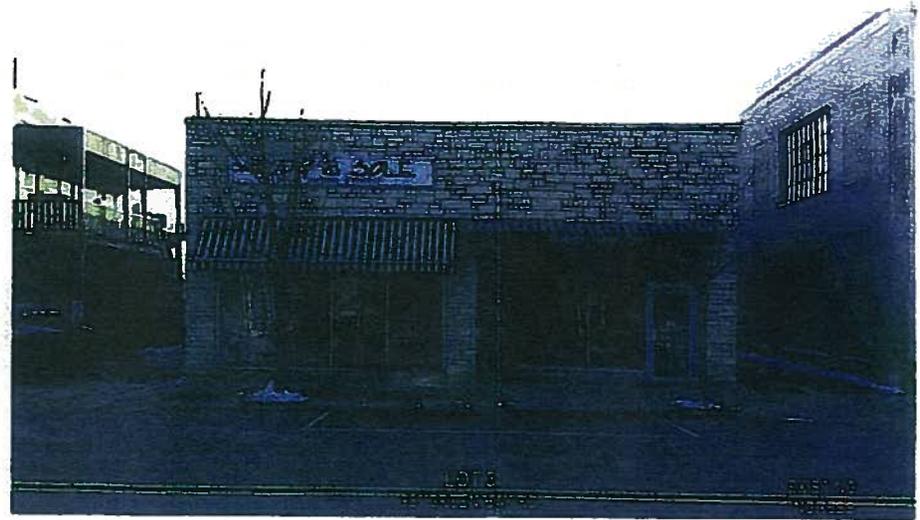
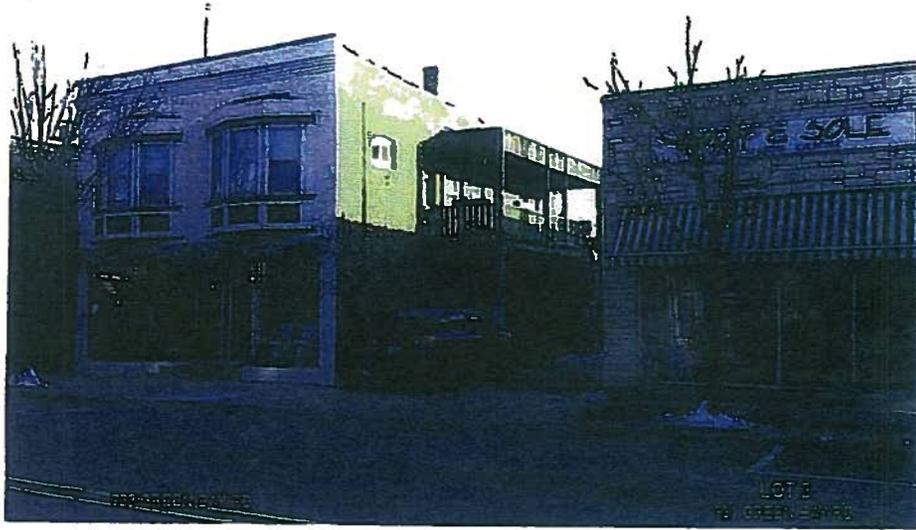


VILLAGE OF WINNETKA, ILLINOIS
PACKARD DEVELOPMENT SITE - HUBBARD WOODS (925/931 GREEN BAY ROAD)
EXHIBIT A. SITE CONTEXT MAP


NORTH
MARCH, 2013

LAKOTA

ATTACHMENT C – EXISTING SITE CONDITIONS

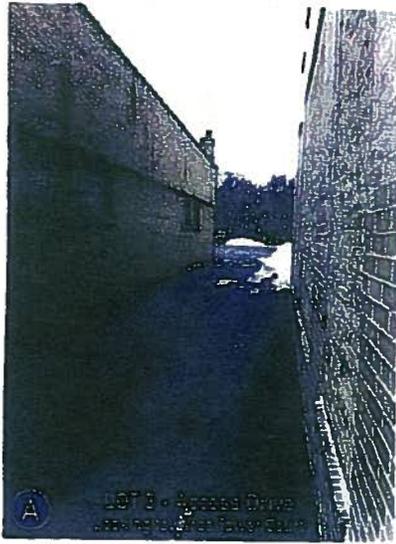


VILLAGE OF WINNETKA, ILLINOIS
PACKARD DEVELOPMENT SITE - HUBBARD WOODS (925/931 GREEN BAY ROAD)
EXHIBIT B. SITE CONTEXT - GREEN BAY ROAD FRONTAGE

MARCH, 2013

LAKOTA

ATTACHMENT C – EXISTING SITE CONDITIONS



A LOT 3 - Access Drive
Looking south from Tower Court



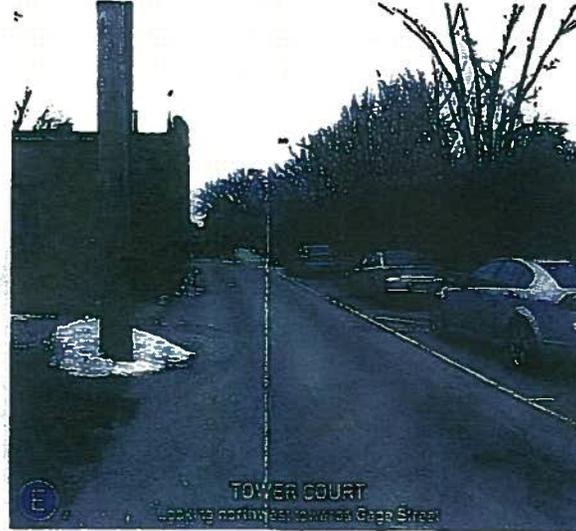
B LOT 3 - Parking Area
Looking south from Tower Court



C LOT 3 - Parking Area
Looking south from base of former 600 Building



D LOT 3 - Parking Area
Looking east



E TOWER COURT
Looking north east towards Gage Street



F TOWER COURTS
Looking south east along back of Lots 4 & 5

VILLAGE OF WINNETKA, ILLINOIS
PACKARD DEVELOPMENT SITE - HUBBARD WOODS (925/931 GREEN BAY ROAD)
EXHIBIT C. SITE CONTEXT IMAGES

MARCH, 2013

LAKOTA

ATTACHMENT C – EXISTING SITE CONDITIONS

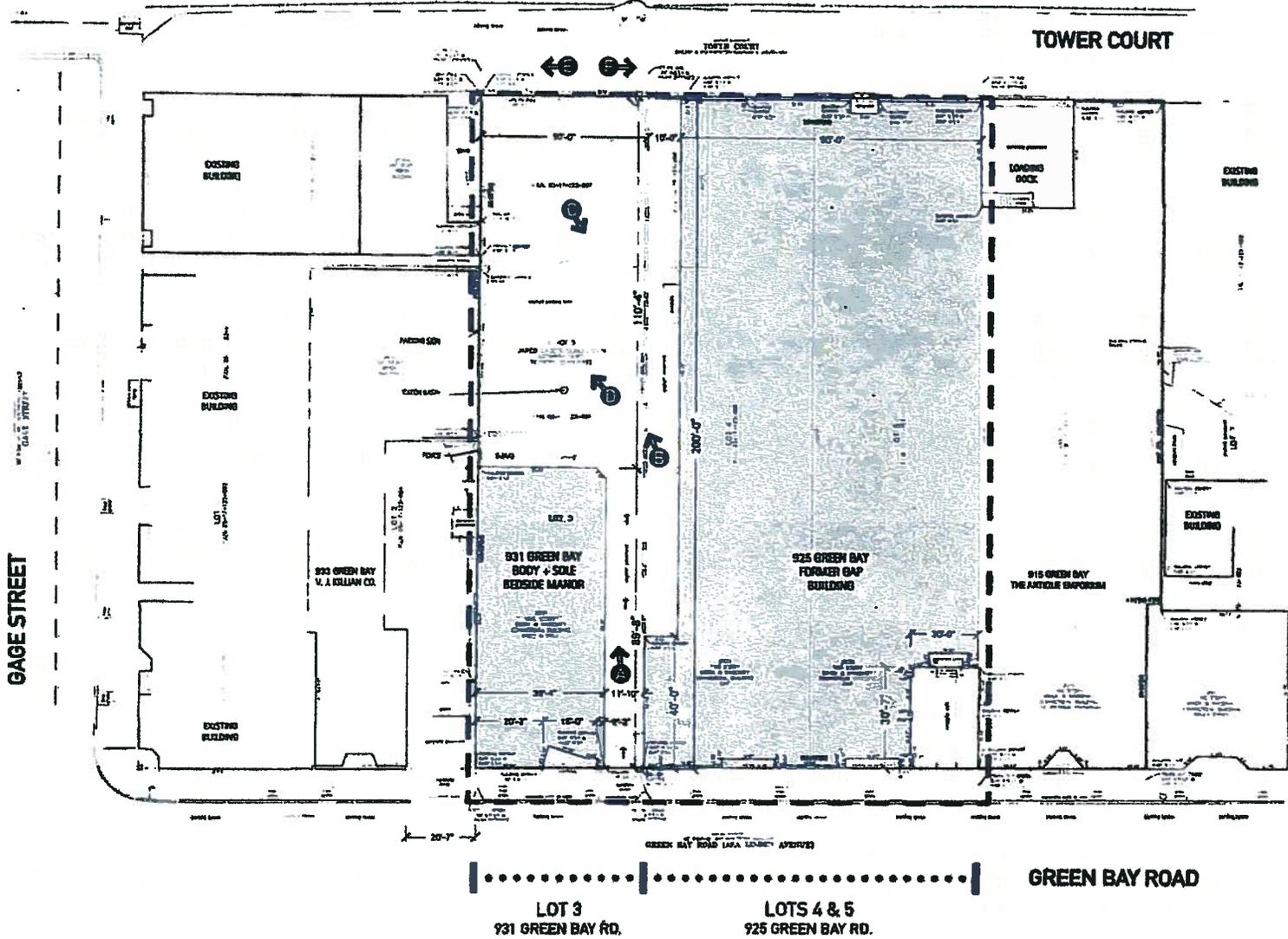
SITE DATA
 925 / 931 GREEN BAY ROAD

ZONING DISTRICT
 C2 - General Retail Commercial

TOTAL DEVELOPMENT SITE
 Total Size: 30,000 square feet
 - Building Coverage: 20,750 sq. ft. (69% coverage)
 - Open - Impervious: 8,850 sq. ft. (30% coverage)
 - Open - Pervious: 400 sq. ft. (1% coverage)

LOT 3 - 931 Green Bay Road
 TOTAL SIZE: 10,000 sq. ft.
 - Building: 3,350 sq. ft.
 - Paved Parking: 6,650 sq. ft.

LOTS 4 & 5 - 925 Green Bay Road
 TOTAL SIZE: 20,000 sq. ft.
 - Building: 17,400 sq. ft.
 - Parking/Courtyard: 2,200 sq. ft.
 - Open - Pervious: 400 sq. ft.



VILLAGE OF WINNETKA, ILLINOIS
 PACKARD DEVELOPMENT SITE - HUBBARD WOODS (925/931 GREEN BAY ROAD)
 EXHIBIT D. EXISTING CONDITIONS

0 15 30
 NORTH
 APRIL 18, 2013

LAKOTA

ATTACHMENT C – EXISTING SITE CONDITONS



VILLAGE OF WINNETKA, ILLINOIS
 PACKARD DEVELOPMENT SITE - HUBBARD WOODS (931 GREEN BAY ROAD)
 STREETWALL COVERAGE ANALYSIS MAP


 NORTH
 APRIL 8, 2019

LAKOTA

ATTACHMENT D – PROPOSED SITE PLAN

SITE DATA

925 / 931 GREEN BAY ROAD

TOTAL DEVELOPMENT SITE

- Total Size: 30,000 square feet
- Building Coverage: 17,450 sq. ft. (58% coverage)
- Paved Surface - Impervious: 10,345 sq. ft. (34.5% coverage)
- Paved Surface - Pavers: 1,650 sq. ft. (5.5% coverage)
- Open - Pervious/Green: 568 sq. ft. (2% coverage)

931 Green Bay Road (10,000 sq. ft. total) has 1,489.5 sq. ft. of permeable / semi-permeable surfaces (roughly 15% of parcel).

Internal Parking Lot Information
 - Number of Spaces Provided: 40

Internal Parking Lot Landscaping
 - Total Area Size: 11,600 sq. ft.
 - Landscaping Required: 580 sq. ft. (5%)
 - Landscaping Provided: 805 sq. ft. (7%)
 - Number of Trees Required: 2
 - Number of Trees Provided: 4

PLANT LIST

DECIDUOUS SHADE TREES

- 2 - Chanticleer Pear (PC 4)
Pyrus calleryana 'Chanticleer'
 4" caliper; B&B

ORNAMENTAL TREES

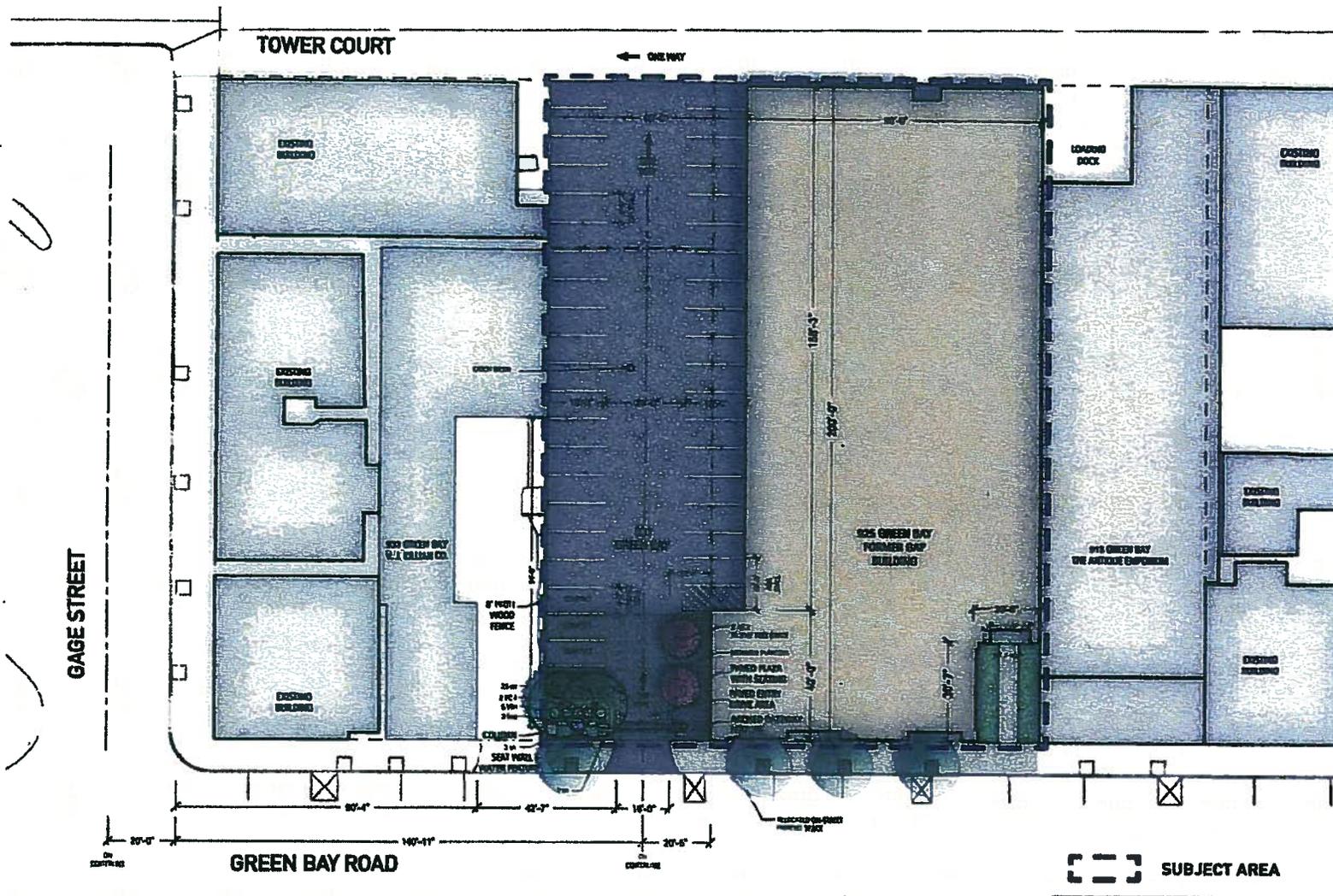
- 2 - Shadbowl Serviceberry (AC 2)
Amerlanche canadensis
 2.5" caliper; Tree-form; B&B

DECIDUOUS SHRUBS

- 6 - Haha American Cranberrybush (VTH)
Viburnum trilobum 'Haha'
 36" height; B&B

GROUNDCOVERS & VINES

- 25 - Barren Strawberry (wt)
Waldsteinia ternata
 quart size; 16" o.c. spacing
- 6 - East Friesland Sage (sn)
Salvia nemorosa 'East Friesland'
 1 gal. size; CG, 18" o.c.
- 2 - Climbing Hydrangea (hap)
Hydrangea anomala *petiolaris*
 1 gal. size; 3' o.c. staked



VILLAGE OF WINNETKA, ILLINOIS
 PACKARD DEVELOPMENT SITE - HUBBARD WOODS (925/931 GREEN BAY ROAD)
 EXHIBIT E. PROPOSED SITE PLAN - REVISED

0 15 30
 NORTH
 APRIL 10, 2013

LAKOTA

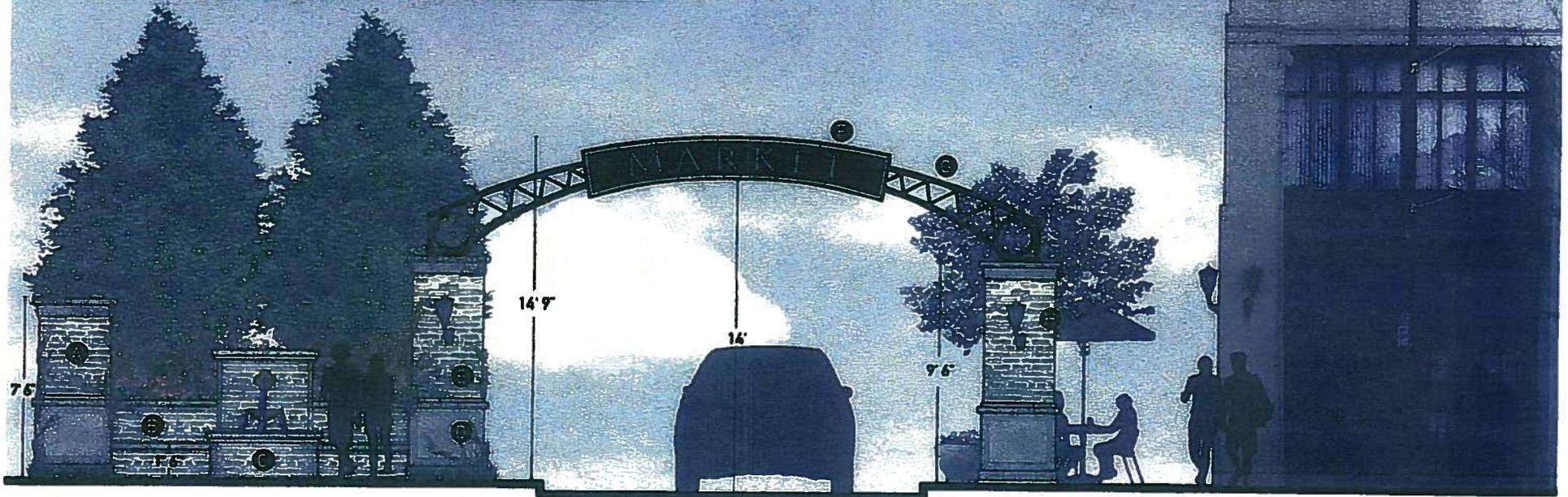
ATTACHMENT D – PROPOSED SITE PLAN

EXISTING ELEVATION



CONCEPT NOTES

- 1. DECORATIVE COLUMN
- 2. SEAT WALL WITH BACK REST
- 3. WATER FEATURE
- 4. LIMESTONE BASE, TO MATCH PACKARD BUILDING
- 5. BRICK VENEER
- 6. DECORATIVE IDENTITY SIGN
- 7. METAL ARCH, MATERIAL TO MATCH PACKARD BUILDING
- 8. SCONCE LIGHTING, SIMILAR TO PACKARD BUILDING



3'6" 12'6" 3'6" 2" 14'9" 16" 9'6" 5'6" 7"

RESTING SPACE

GATEWAY FEATURE

OUTDOOR DINING PLAZA

PACKARD BUILDING
925 GREEN BAY ROAD

VILLAGE OF WINNETKA, ILLINOIS
PACKARD DEVELOPMENT SITE - HUBBARD WOODS (925/931 GREEN BAY ROAD)
EXHIBIT F. ARCHED GATEWAY FEATURE CONCEPT - REVISED

APRIL 18, 2013

LAKOTA

ATTACHMENT D – PROPOSED SITE PLAN



VILLAGE OF WINNETKA, ILLINOIS
PACKARD DEVELOPMENT SITE - HUBBARD WOODS (931 GREEN BAY ROAD)
CONCEPT RENDERING

APRIL 8, 2013



Agenda Item Executive Summary

Title: R-24-2013 - Prevailing Wage Resolution

Presenter: Katherine S. Janega, Village Attorney

Agenda Date: 06/18/2013

Consent: YES NO

<input type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input type="checkbox"/>	Informational Only

Item History:

Annual action required by Illinois Prevailing Wage Act

Executive Summary:

The Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., requires that the Village annually investigate and ascertain the generally prevailing rate of hourly wages paid to laborers, workers and mechanics engaged in the construction of public works by or on behalf of the Village.

The Act broadly defines all terms, including what constitutes "construction" and "public works."

Under Sections 8 and 9 of the Act, the Village can adopt the prevailing rates in the amounts set by the Illinois Department of Labor during the month of June. Pursuant to those provisions, Resolution R-24-2013 ascertains the prevailing rate of wages for construction work in the Village of Winnetka to be the same as the rates for the Cook County area, as determined by the Illinois Department of Labor as of June 2013.

The specific rates are attached to the Resolution as Exhibit A.

Recommendation / Suggested Action:

Consider adopting Resolution R-24-2013, establishing prevailing wage rates for the Village of Winnetka.

Attachments:

Resolution R-24-2013 - "A Resolution Ascertainning the Prevailing Rate of Wages for the Construction of Public Works in the Village of Winnetka."

Exhibit A - "Cook County Prevailing Wage for June 2013."

RESOLUTION NO. R-24-2013

**A RESOLUTION
ASCERTAINING THE PREVAILING RATE OF WAGES
FOR THE CONSTRUCTION OF PUBLIC WORKS
IN THE VILLAGE OF WINNETKA**

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*); and

WHEREAS, the Prevailing Wage Act requires the corporate authorities of the Village of Winnetka, during the month of June each year, to investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the Village employed in performing the construction of public works for the Village.

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

SECTION 1: As used in this resolution, the definitions of “public works,” “construction,” and “general prevailing rate of wages” shall be the same as the definitions of those terms in the Prevailing Wage Act.

SECTION 2: To the extent required by the Prevailing Wage Act, the general prevailing rate of wages in the Village of Winnetka for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as determined by the Department of Labor of the State of Illinois (the “Department”) pursuant to Sections 8 and 9 of the Prevailing Wage Act. The Department's determination is set forth in a certain document prepared by the Illinois Department of Labor and entitled “Cook County Prevailing Wage for June 2013,” a copy of which is attached to this resolution as Exhibit A and made a part hereof.

SECTION 3: Nothing contained in this resolution shall be construed to apply the general prevailing rate of wages as ascertained by this resolution to any work or employment that is not subject to the requirements of the Prevailing Wage Act.

SECTION 4: The Village Clerk shall publicly post this determination of the prevailing rate of wages in the Village Hall and shall keep it available for inspection by any interested party.

SECTION 5: The Village Clerk shall mail a copy of this determination to any employer, to any association of employers and to any person or association of employees who

have filed their names and addresses, requesting copies of any determination stating the particular rates and a particular class of workers whose wages will be affected by such rates.

SECTION 6: The Village Clerk is hereby directed to promptly file a certified copy of this resolution with both the Secretary of State and the Department of Labor of the State of Illinois.

SECTION 7: Within 30 days of filing this resolution pursuant to the foregoing Section 6, the Village Clerk shall cause a copy of this resolution to be published in a newspaper of general circulation in the Village and such publication shall be deemed to constitute notice that the determination made by this resolution is effective and is the determination of the corporate authorities of the Village of Winnetka as to the prevailing rate of wages for workers engaged in the construction of public works for the Village.

SECTION 8: This Resolution is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 9: This Resolution shall take effect immediately upon its adoption.

ADOPTED this 18th day of June, 2013, by the following roll call vote of the Council of the Village of Winnetka.

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Attest:

Village Clerk

Cook County Prevailing Wage for June 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/w	Pensn	Vac	T
ASBESTOS ABT-GEN	ALL			36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	(
ASBESTOS ABT-MEC	BLD			34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	(
BOILERMAKER	BLD			43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	(
BRICK MASON	BLD			40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	(
CARPENTER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	(
CEMENT MASON	ALL			42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	(
CERAMIC TILE FNSHER	BLD			34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	(
COMM. ELECT.	BLD			37.500	40.150	1.5	1.5	2.0	8.420	9.980	1.100	(
ELECTRIC PWR EQMT OP	ALL			43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	(
ELECTRIC PWR GRNDMAN	ALL			33.810	48.350	1.5	1.5	2.0	8.090	10.53	0.000	(
ELECTRIC PWR LINEMAN	ALL			43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	(
ELECTRICIAN	ALL			42.000	44.800	1.5	1.5	2.0	12.83	13.07	0.000	(
ELEVATOR CONSTRUCTOR	BLD			49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	(
FENCE ERECTOR	ALL			34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	(
GLAZIER	BLD			39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	(
HT/FROST INSULATOR	BLD			45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	(
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	(
LABORER	ALL			37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	(
LATHER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	(
MACHINIST	BLD			43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	(
MARBLE FINISHERS	ALL			29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	(
MARBLE MASON	BLD			39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	(
MATERIAL TESTER I	ALL			27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	(
MATERIALS TESTER II	ALL			32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	(
MILLWRIGHT	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	(
OPERATING ENGINEER	BLD 1			46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	(
OPERATING ENGINEER	BLD 2			44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	(
OPERATING ENGINEER	BLD 3			42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	(
OPERATING ENGINEER	BLD 4			40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	(
OPERATING ENGINEER	BLD 5			49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	(
OPERATING ENGINEER	BLD 6			47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	(
OPERATING ENGINEER	BLD 7			49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	(
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	14.40	9.550	1.900	(
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	14.40	9.550	1.900	(
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	14.40	9.550	1.900	(
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	14.40	9.550	1.900	(
OPERATING ENGINEER	FLT 5			52.800	51.300	1.5	1.5	2.0	14.40	9.550	1.900	(
OPERATING ENGINEER	HWY 1			44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	(
OPERATING ENGINEER	HWY 2			43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	(
OPERATING ENGINEER	HWY 3			41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	(
OPERATING ENGINEER	HWY 4			40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	(
OPERATING ENGINEER	HWY 5			39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	(
OPERATING ENGINEER	HWY 6			47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	(
OPERATING ENGINEER	HWY 7			45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	(
ORNAMNTL IRON WORKER	ALL			42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	(
PAINTER	ALL			40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	(
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	(
PILEDRIIVER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	(
PIPEFITTER	BLD			45.050	48.050	1.5	1.5	2.0	8.460	14.85	0.000	(
PLASTERER	BLD			40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	(
PLUMBER	BLD			45.000	47.000	1.5	1.5	2.0	12.53	10.06	0.000	(
ROOFER	BLD			38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	(
SHEETMETAL WORKER	BLD			40.810	44.070	1.5	1.5	2.0	10.13	17.79	0.000	(
SIGN HANGER	BLD			30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	(
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	10.25	8.350	0.000	(

STEEL ERECTOR	ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	(
STONE MASON	BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	(
TERRAZZO FINISHER	BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	(
TERRAZZO MASON	BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	(
TILE MASON	BLD		41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	(
TRAFFIC SAFETY WRKR	HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	(
TRUCK DRIVER	E	ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	(
TRUCK DRIVER	E	ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	(
TRUCK DRIVER	E	ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	(
TRUCK DRIVER	E	ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	(
TRUCK DRIVER	W	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	(
TRUCK DRIVER	W	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	(
TRUCK DRIVER	W	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	(
TRUCK DRIVER	W	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	(
TUCKPOINTER	BLD		40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	(

Legend:

RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & welfare Insurance)

Pensn (Pension)

vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county west of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and

exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats;

Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer; Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation;

Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; winch trucks, 3 axles or more; Mechanic--Truck welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



Agenda Item Executive Summary

Title: Memorandum of Understanding with the American Red Cross

Presenter: Katherine S. Janega, Village Attorney

Agenda Date: 06/18/2013

Consent: YES NO

<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input type="checkbox"/>	Informational Only

Item History:

February 18, 2003 - Resolution R-7-2003 - A Resolution Adopting and Approving an Updated Emergency Operations Plan

Winnetka Village Code Chapter 3.32 - Emergency Management Services and Disaster Agency

Executive Summary:

Pursuant to the Illinois Emergency Management Agency Act, 20 ILCS 3305/1, et seq., and Chapter 3.32 of the Winnetka Village Code, the Village has established an Emergency Management Services and Disaster Agency and adopted an Emergency Operations Plan ("EOP"). The Winnetka EOP, which has also been approved by the State of Illinois, includes provisions that recognize the work of the American Red Cross ("ARC") and define the ARC's role in emergency preparedness and disaster relief.

The ARC has submitted the attached "Memorandum of Understanding between the American Red Cross And The Village of Winnetka," for consideration and signature by the Village. As explained in the Memorandum of Understanding, its purpose is to document the relationship between the Village and the ARC, and to provide "a broad framework for cooperation . . . in preparing for and responding to disaster situations." The Memorandum of Understanding clearly maintains the independence of each party, contains reciprocal indemnification provisions, allows for termination at any time, and provides that the sole remedy for non-performance is termination, with no damages or penalty.

Recommendation / Suggested Action:

Consider a motion authorizing the Village Manager to sign the "Memorandum of Understanding between the American Red Cross And The Village of Winnetka," substantially in the form attached.

Attachments:

Memorandum of Understanding between the American Red Cross And The Village of Winnetka

Memorandum of Understanding

between

The American Red Cross

And

The Village of Winnetka



I. Purpose

The purpose of the Memorandum of Understanding (hereinafter referred to as “MOU”) is to document the relationship between the American Red Cross (hereinafter referred to as “ARC”) and **The Village of Winnetka** (hereinafter referred to as the “*Village*”) This MOU provides a broad framework for cooperation between the two organizations in preparing for and responding to disaster situations at all levels and assisting emergency response efforts, where necessary. This agreement describes the broad framework for cooperation between the two organizations to provide assistance and support services to victims of major emergencies or disasters as well as emergency responders, and to coordinate emergency preparedness activities where practical and beneficial.

II. Independence of Operations

Each party to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and financing its own activities.

III. Organization Descriptions

Founded in 1881, the American Red Cross is a humanitarian organization led by volunteers and guided by its Congressional Charter and the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross provides relief to victims of disasters and helps people prevent, prepare for and respond to emergencies. The Red Cross provides services to those in need regardless of citizenship, race, religion, age, sex, national origin, disability, sexual orientation, veteran status or political affiliation.

In providing disaster relief, the American Red Cross has both a legal and a moral mandate that it has neither the authority nor the right to surrender. The American Red Cross has the power and the duty to act in a disaster and its prompt action is expected and supported by the public. The authority of the American Red Cross to perform disaster relief services was established when it was originally chartered by the Congress of the United States in 1905. The charter charges the American Red Cross with the following mandate:

To carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities.

U.S.C. §§300101-300111 re-codified 2007 Congressional Charter of the American National Red Cross.

The American Red Cross’s authority to provide disaster services was reaffirmed by federal law in the 1974 Disaster Relief Act (Public Law 93-288) and in the 1988 Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 100-707).

IV. Methods of Cooperation

The **ARC** and the *Village* desire to expand their mutually-beneficial relationship to *enhance community disaster preparedness and coordinate disaster planning and response activities* as follows:

1. The **ARC** and the local municipality will each provide disaster relief services according to the mandate, policies, and procedures of their individual organizations, and pursuant to the *Village's* Code of Ordinances.
2. Both organizations will endeavor to coordinate efforts and maintain communications to maximize timely and comprehensive services to disaster clients and prevent duplication of efforts.
3. To the extent of its abilities, the **ARC** will provide, at no charge to disaster victims, disaster relief assistance including emergency mass care and individual assistance for individuals with urgent and verified disaster-caused needs. Assistance is provided to sustain human life, reduce the harsh physical and emotional distress that prevents victims from meeting their own basic needs, and promote the recovery of victims when such relief assistance is not available from other sources.
4. **ARC** assistance to disaster victims is not dependent upon a local, state or federal declaration. All **ARC** Disaster Services are provided in accordance with the **ARC** Disaster Services Regulations and Procedures. The **ARC** will maintain administrative and financial control over its activities.
5. In carrying out its responsibilities to provide for mass care in peacetime disasters, including precautionary evacuations and peacetime radiological emergencies/nuclear accidents, the **ARC** will operate appropriate shelter facilities and arrange for mass feeding and other appropriate support. In doing so, the **ARC** will pay related costs only when such activities are under administrative control of or authorized by the **ARC**, or when prior written agreements have been made for some other organization to provide emergency services on behalf of the **ARC**.
6. Close liaison will be maintained between the *Village* and **ARC** by conference, telephone, facsimile, email, and other means to facilitate the coordination of resources, both human and material, and the cooperation of the parties in areas of mutual interest.
7. To facilitate client access to additional *Village* resources, the **ARC** with the approval from the client will share the disaster clients contact information with the *Village*.
8. The *Village* and **ARC** will include representatives of the other in its committees, task forces, and working groups formed to mitigate, prepare for, respond to and recover from disasters or other emergencies.
9. During emergency operations, the *Village* may provide workspace for liaisons of the **ARC** in the *Village's* Emergency Operations Center and other locations as appropriate, and the **ARC** agrees to supply such liaison personnel, if requested to facilitate the communication between agencies and vice versa.

10. The **Village** and **ARC** agree to keep the other informed of developing disaster and emergency situations and of any known victim or emergency responder needs relating to the disaster or emergency situation.
11. **ARC** will operate shelters and arrange for mass feeding and other appropriate support, as available. The **Village** volunteers will assist **ARC** in staffing and arranging for meals as appropriate.
12. During major emergency events or disasters where **ARC** services are deemed necessary by the **ARC**, the **ARC** and the **Village** will advise each other on the actions they have taken, in order to ensure effective assistance to all disaster victims and to ensure efficient use of resources.
13. Vehicles operated by or for the **ARC** will be considered authorized emergency vehicles for the purpose of proceeding to or entering a disaster site.
14. Each organization agrees to continue cooperative efforts in the areas of disaster preparedness, training and planning.
15. **ARC** agrees to indemnify, defend and hold the **Village**, its agents and employees, harmless from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses or demands including without limitation reasonable attorney's fees and litigation costs, expenses incurred by the **Village** in connection with the defense of any action, suit or proceeding in which it is made a party (or so threatened) by reason of any action of **ARC**, its officers, agents or employees in connection with the performance of this Memorandum of Understanding.
16. To the extent that the Local Government Tort Immunity Act does not immune the acts of the **Village** and its employees. The **Village** agrees to indemnify, defend and hold **ARC**, its agents, and employees, harmless from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses or demands including without limitation reasonable attorney's fees and litigation costs, expenses incurred by **ARC** in connection with the defense of any action, suit or proceeding in which it is make a party (or so threatened) by reason of any action of the **Village**, its officers, agents or employees in connection with the performance of this Memorandum of Understanding.

General

- a. The **ARC** and the **Village** will use or display the name, emblem, or trademarks of the other organization *only* in the case of defined projects and *only* with the prior, express, written consent of the other organization.
- b. The **ARC** and the **Village** will keep the public informed of their cooperative efforts:
- c. will widely distribute this MOU within the respective departments and administrative offices of each organization and urge full cooperation.
- d. will allocate responsibility for any shared expenses in writing in advance of any commitment.
- e. **The Village** agrees to adhere to *Attachment B - the Code of Conduct for the International Red Cross and Red Crescent Movement and Non Government Organizations (NGO's) in Disaster Relief* as it applies to disaster-caused situations in the USA.

V. Periodic Review and Analysis

Representatives of the **ARC** and the *Village* will, on an annual basis on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate.

VI. Term and Termination

The parties hereto agree to attempt, in all respects, to coordinate efforts between the two in accordance with the terms of the Agreement and the responsibilities enumerated herein to best serve the community. This MOU does not create a partnership or a joint venture, and neither party has the authority to bind the other. Representatives of **ARC** and the *Village* will meet annually to evaluate the progress in the implementation of the MOU and to revise and develop new plans, goals or agreements as appropriate. This agreement shall be effective immediately upon the signature of the last party of the agreement. It may be terminated by written notice from either party to the other at any time.

VII. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

VIII. Signatures

American Red Cross

The Village of Winnetka

By:


Signature

By:

Signature

Name:

John Mitchell

Print Name

Name:

Print Name

Title:

Manager, Partner Services

Print Title

Title:

Print Title

Date:

5/20/13

Date

Date:

Date

ATTACHMENT A – Organization Contact Information

Primary Points of Contact

The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

NOTE: When Attachment A is updated, the revised attachment is inserted in the MOU. The MOU *does not* need to be signed again.

Relationship Manager Contact*

American Red Cross		The Village of Winnetka	
Contact	John Mitchell	Contact	
Title	Government Liaison	Title	
Office phone	847-878-7708	Office phone	
Mobile	847-878-7708	Mobile	
e-mail	John.mitchell@redcross.org	e-mail	

*The Relationship Manager is the person that works with the partner organization in developing and executing the MOU.

Operational Contact**

American Red Cross		The Village of Winnetka	
Contact	ARC Dispatch	Contact	
Title	Emergency Dispatch	Title	
Office phone	877-597-0747	Office phone	
Mobile		Mobile	
e-mail		e-mail	

**The Operational Contact is the person each organization will call to initiate the disaster response activities as defined in the MOU.

Organization Information

American Red		The Village of Winnetka	
Department	Disaster Services/Government Liaison	Department	
Address	1293 Windham, Romeoville, IL 60446	Address	
e-mail	John.mitchell@redcross.org	e-mail	
Website	www.redcross.org	Website	

ATTACHMENT B

Code of Conduct for The International Red Cross and Red Crescent Movement and NGOs in Disaster Relief

Principle Commitments:

1. The Humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government foreign policy.
5. We shall respect culture and custom.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve program beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

More information about the code of conduct can be found at www.ifrc.org – [Code of Conduct](#)

Signatories of the Code of Conduct:

The International Federation keeps a public record of all the humanitarian organizations that become signatories of the code. The contact details of each organization are verified.

Non-governmental Organizations who would like to register their support for this Code and their willingness to incorporate its principles into their work should fill in and return the registration form.



Agenda Item Executive Summary

Title: Change Order for Transformer, Resco

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 06/18/2013

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/> | Policy Direction |
| <input type="checkbox"/> | Informational Only |

Item History:

The Water & Electric Department issued Bid Number 13-011 for the purchase and delivery of pad mount transformers through March 31, 2014. Vendors provided unit prices for each of the pad mount transformers required on the electric system. At the April 18, 2013 Council Meeting, the Village Manager was authorized to award a purchase order to Resco for the initial FYE 2013 requirements of single phase transformers. Three phase transformers were awarded to Wesco.

Executive Summary:

Staff is estimating that additional single phase transformers will be required in FYE 2014. The quoted manufacturing lead-time for the transformers is 8-10 weeks. The requested change order amount is \$17,360 for five additional single phase transformers.

The FY 2013-14 Budget contains \$80,000 (account #50-47-640-212) for the purchase of Line Transformers and Devices. The Village Council has previously approved purchase orders for \$49,139 of transformer purchases.

Recommendation / Suggested Action:

Consider authorizing the Village Manager to award a change order to Resco in the amount of \$17,360 for the purchase of five (5) single phase transformers at the unit price bid, subject to the terms and conditions in Bid Number 13-011.

Attachments:

Agenda Report

AGENDA REPORT

SUBJECT: **Change Order for Transformers, Resco**

PREPARED BY: Brian Keys, Director Water & Electric

REF: April 18, 2013 Council Meeting, pp. 30-40

DATE: June 12, 2013

The Water & Electric Department issued Bid Number 13-011 for the purchase and delivery of pad mount transformers through March 31, 2014. Vendors provided unit prices for each of the pad mount transformers required on the electric system. At the April 18th Council Meeting, the Village Manager was authorized to award a purchase order to Resco for the initial FYE 2013 requirements of single phase transformers. Three phase transformers were awarded to Wesco.

Staff is estimating that additional single phase transformers will be required based on permit activity, pending jobs, and contractor inquiries. The quoted manufacturing lead-time for the transformers is 8-10 weeks. The requested change order amount is \$17,360 for five additional single phase transformers. Staff is requesting authorization to proceed with an order for the following units:

Single Phase:
Quantity of (5): 100 kVA
Total Cost: \$17,360.00

The FY2013-14 Budget contains \$80,000 (account #50-47-640-212) for the purchase of *Line Transformers and Devices*. The Village Council has previously approved purchase orders for \$49,139 of transformer purchases.

Recommendation:

Consider authorizing the Village Manager to award a change order to Resco in the amount of \$17,360 for the purchase of five (5) single phase transformers at the unit price bid, subject to the terms and conditions in Bid Number 13-011.



Agenda Item Executive Summary

Title: Outdoor Seating Permit for Once Upon a Bagel

Presenter: Katherine S. Janega, Village Attorney

Agenda Date: 06/18/2013

Consent: YES NO

<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input type="checkbox"/>	Informational Only

Item History: *(reference past Council reviews, approvals, or authorizations)*

No history for this applicant.

For general history, see:

- Village Code Section 12.04.070, re Commercial use of Village sidewalks
- March 19, 2013, Council Agenda, re Annual authorization

Executive Summary:

The Village Code requires Village Council permission for businesses to operate on public sidewalks, and the applications from existing restaurants are generally bundled into a single package for Council consideration in March of each year.

When Once Upon a Bagel opened over the winter, it did not realize that its food service license did not cover sidewalk service, so it did not submit a request for inclusion in the annual sidewalk permit package that was considered and approved by the Village Council at the March 19, 2013 Council meeting.

Due to the limited space on the sidewalks, all those who seek to place tables and chairs on the Village's sidewalks must provide a proposed drawing for approval by the Public Works Department, as well as a certificate of insurance naming the Village as an additional insured, to protect the Village against potential liability. Once Upon a Bagel has submitted all required documentation.

Recommendation / Suggested Action: *(briefly explain)*

Approve an outdoor seating permit request for Once Upon a Bagel, effective immediately, subject to storm and weather limitations.

Attachments: *(please list individually)*

Attachment 1 - Once Upon a Bagel's Application for Sidewalk Seating, with dimensioned drawing of the outdoor table plan.

**VILLAGE OF WINNETKA
APPLICATION FOR OUTDOOR SEATING PERMIT
April 1 – November 30, 20__**

If you wish to apply for an Outdoor Seating Permit, please submit the following:

- A copy of a Certificate of Insurance with a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage **with the Village of Winnetka named as additional insured in the policy.**
- A simple drawing of the table and chair placement plan.

Approval by the Village Council is conditioned upon receipt of the above and your agreement to maintain the Village's safety and cleanliness standards, as outlined below. Your Outdoor Seating Permit may be revoked and/or not renewed for failure to comply.

1. Empty and dispose of refuse in trash receptacles when full.
2. Straighten tables and chairs regularly, replacing them in accordance with submitted plan.
3. Wipe tables and chairs regularly.
4. Sweep area daily.
5. Pour water on spilled products as soon as possible to prevent staining sidewalk.
6. Pick up litter.

Return this form, the certificate of insurance, and the seating plan drawing to the Village Manager's office in order for the Village Council to review your request.

NAME OF BUSINESS Once Upon a Page
ADDRESS 1052 Gage
PHONE NUMBER 847-561-5273

I agree to abide by the above standards and to maintain a **five-foot sidewalk clearance at all times** for pedestrian traffic.

SIGNATURE OF OWNER/MANAGER 
Date: May 31 2013



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AG

DATE (MM/DD/YYYY)
05/23/2013

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

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

PRODUCER Insure Rite 3901 W. 95th Street Evergreen Park, IL 60805	Phone: 708-636-8484 Fax: 708-636-8289	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: ONCEU-2																					
	INSURED Once Upon a Bagel, Winnetka C/O Gerald Feffen 1888 1st Street Highland Park, IL 60035	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Hartford Insurance</td> <td>22357</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Insurance	22357	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																							
INSURER F:																							

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		83 SBA ZV2486	09/25/2012	09/25/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			83 UEC NM5055	09/25/2012	09/25/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
				83 UEC NM5055	09/25/2012	09/25/2013	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			83 SBA ZV2486	09/25/2012	09/25/2013	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	83 WEC JZ2395	09/25/2012	09/25/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	BPP			83SBAZV2486	09/25/2012	09/25/2013	Improve	400,000
							contents	150,000

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

Location: 1050 Gage Street, Winnetka, IL 60093

Certificate holder is included as additional insured on the general liability policy when required by written contract.

CERTIFICATE HOLDER

VILLWIN

Village of Winnetka
 510 Green Bay Road
 Winnetka, IL 60093

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Agenda Item Executive Summary

Title: Tank Farm Building Demolition, 1021 Tower Court

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 06/18/2013

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/> | Policy Direction |
| <input checked="" type="checkbox"/> | Informational Only |

Item History:

In 1978, the Village Constructed what has come to be known as the "Tank Farm." Located in the area adjacent to the west side of the railroad cut north of Tower Road, at what is now 1021 Tower Court, the Tank Farm had five 20,000 gallon fiberglass underground fuel storage tanks used to store fuel that was delivered to the Village's lake front Power Plant via buried lines running under Tower Road. A small building, measuring approximately 10' x 13', was constructed to house the control valves, storm water oil separator and tank monitoring equipment. The fuel lines were taken out of service in 2006, because they lacked leak detection. After being notified by the Office of the State Fire Marshal (OSFM) in January 2012 that the tanks must be removed due to their inactive status, the Village began the process of dismantling the Tank Farm.

Executive Summary:

On October 16, 2012, pursuant to the Village's competitive bidding process, the Village Council voted to award a contract to Stiles Incorporated for the removal of the underground tanks and authorized the Village Manager to proceed. At that time, Village staff informed the Council that the Tank Farm control building would be removed at a later date.

The removal of the underground fuel storage tanks has been completed, and the unused control building no longer has any operational value for the Water & Electric Department or any other department. The building is not constructed for human occupancy and has no useful purpose for the Village. Because the Tank Farm site, including the land under the control building, remains useful and valuable to the Village, Staff is recommending that the control building structure be removed to provide additional parking and improve the overall appearance of Tower Court.

The removal process will follow normal demolition procedures, including the re-use and recycling of as much of the building materials as possible. The demolition of the building will cost approximately \$3,500, but it is anticipated that the Electric Fund will net \$7,900 from the salvage value of the fuel removed from the tanks, which will offset the building demolition costs.

The Village Attorney and Director of Finance have confirmed that formal Council authorization is not required because no property is being sold, leased or transferred. Therefore, this report is being presented for the Council's information only.

Recommendation / Suggested Action:

No action required. Informational only.

Attachments:

- 1.) Agenda Report
- 2.) Exhibit A - Photos

AGENDA REPORT

SUBJECT: Tank Farm Building Demolition, 1021 Tower Court

PREPARED BY: Brian Keys, Director Water & Electric

REF: October 16, 2012 Council Meeting, pp. 81-85

DATE: June 12, 2013

One of the facilities previously used by the Water & Electric Department is the underground tank site and associated control building located at 1021 Tower Court. Removal of the underground fuel storage tanks has been completed. The unused control building serves no operational value to the Water & Electric Department and staff is recommending that the structure be removed to provide additional parking and improve the overall appearance of Tower Court.

Background:

The fiberglass tanks were installed in 1978 at the Tower Court site to provide a long term fuel supply for the Village's electric generating plant. Fuel oil was transported by buried lines from the tank farm to the Electric Plant. In addition to the tanks, a small building (Exhibit A) approximately 10' x 13' was constructed for the control valves, storm water oil separator, and tank monitoring equipment. In 2006, the fuel lines were taken out of service due to the absence of leak detection.

In January 2012, the Village was notified by the Office of the State Fire Marshal (OSFM) that the tanks must be removed due to their inactive status. The Water & Electric Department requested bids for the closure of five (5) twenty thousand gallon underground fuel storage tanks located at 1021 Tower Court. On October 16, 2012, the Village Manager was authorized to award a contract to Stiles Incorporated for the removal of the underground tanks. At that time, staff informed the Council that removal of the control building would be recommended under a later budget.

The underground storage tanks have been removed from the site in accordance with OSFM requirements, and the Illinois Environmental Protection Agency has issued a *No Further Remediation Letter* (NFR) to the Village. Fiber optic lines used for communication purposes to control the valves in the Tank Farm Building have been removed and the underground 4kV line from the Electric Plant that served the facility has also been removed. The storm sewer that previously flowed through oil separator traps in the building has been re-routed. At this time, the building has no operational value to the Water & Electric Department.

Staff has met with representatives of the owner of the adjacent building and Sawbridge Studios to discuss the status of the unused control building. Removal of the building by the Village is viewed favorably, as it will provide at least one additional parking spot and improve the site aesthetics.

Prior discussions with the Village Council regarding decommissioning of the tank farm did not specifically address how the control building would be removed. After conferring with the Village Attorney and Director of Finance, it has been determined that a formal disposition process is not required, because the Village will not be selling, leasing or transferring any interest in the building, but will instead be clearing the building site so that the underlying property can be used as part of the parking lot.

Staff is therefore proposing to secure a demolition permit from Cook County and the Village to proceed with the removal of the building. A required asbestos inspection was completed on June 11, 2013. No suspect materials were identified. Concrete, brick, copper wiring, and steel removed from the site will be taken to local recycling centers. The demolition work will be performed by Village staff. As such, the estimated cost to remove the building is \$3,500. No specific funding was budgeted in FYE 2014 for the building's removal. After deducting tank removal costs, it is estimated that the Electric Fund will net \$7,900 from the salvage value of the fuel that remained in the tanks. This will offset the cost of the building's demolition.

Recommendation:

Informational only. No action required.

Attachments:

Exhibit A – Photos of Tank Farm site and control building

Exhibit A





Agenda Item Executive Summary

Title: Stormwater Monthly Summary Report

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

Agenda Date: 06/18/2013

Consent: YES NO

<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input checked="" type="checkbox"/>	Informational Only

Item History:

Monthly Report

Executive Summary:

The Village's Stormwater Project Manager has prepared a monthly report for the Village Council that brings together status, cost, and schedule information, for each separate stormwater project, in one place. The report consists of four documents, explained below:

AT Group Project Summary Report (Attachment #1)

This report provides a brief outline and summary of each major stormwater project currently being undertaken by the Village. As a reminder, two new summaries were added in May, covering IDOT's Ravine/Sheridan Road Improvements as well as the Ash Street Pump Station.

One Year Look-Ahead Schedule (Attachment #2)

This document provides an overview schedule for each project.

Program Budget (Attachment #3)

This report provides financial information for the stormwater and sanitary sewer improvement programs.

Program Organization Chart (Attachment #4)

This document presents a one-page "snapshot" view of the status of each project, and how each project fits into the overall stormwater and sanitary sewer management program.

Permit Chart (Attachment #5)

This document outlines the various permits required for each of the proposed stormwater improvement projects, and the status of those permits.

Recommendation / Suggested Action:

Informational Report

Attachments:

1. AT Group Project Summary Report
2. One Year Look-Ahead Schedule
3. Program Budget
4. Program Organization Chart
5. Permit Chart



MEMORANDUM

DATE: June 12, 2013
TO: Steven Saunders, P.E.
Village of Winnetka
SUBJECT: Project Summary

Spruce Outlet (Tower)

Activity Summary Christopher B. Burke Engineering, Ltd. (CBBEL) provided the 95% design plans to the Village for review and comment. The US Army Corps of Engineers provided conditional approval, with final approval pending a review by the North Cook County Soil Water Conservation District. Tentatively, construction is scheduled for the fall of 2013.

Budget Summary The Village budgeted \$90,000 for engineering and committed \$111,429. The total project cost estimate remains \$1,162,853.

6-Month Look Ahead The project team will:

1. Complete final bid documents
2. Present the project to the Council for bidding approval
3. Award the contract with Village Council approval
4. Conduct a neighborhood pre-construction meeting on the project
5. Construct the project

Spruce Outlet (Lloyd)

Activity Summary The plans and specifications are ready for public letting. The Village and the Park District reviewed the 95% final plans, and collectively had no comments. Tentatively, construction is scheduled for the fall of 2013.

Budget Summary The Village budgeted \$90,000 for engineering and committed \$37,143. The total project cost estimate remains \$398,786.

6-Month Look Ahead The project team will:

1. Present the project to the Council for bidding approval
2. Award the contract with Village Council approval
3. Conduct a neighborhood pre-construction meeting on the project
4. Construct the project

Winnetka Avenue Pump Station

Activity Summary The Forest Preserve District Board approved the project. USACE and the Illinois Department of Natural Resources (IDNR) approved the project previously. Based on the FPDCC review and approval, CBBEL is finalizing the plans, which they should complete by the end of June 2013. Construction is tentatively scheduled for late 2013 and will continue to spring 2014.

Budget Summary The Village budgeted \$750,000 for the project and committed \$29,300 for engineering.

6-Month Look Ahead The project team will:

1. Prepare construction documents for bidding
2. Let the contract with Village Council approval
3. Construct the project

NW Winnetka (Greenwood/Forest Glen)

Activity Summary CBBEL is proceeding with the final engineering, and the plans are at the 90% design stage. The USACE issued a permit for construction of the proposed outlet to the lagoon. The FPDCC is reviewing a request for permission to construct the outfall on District property. Plans and permits should be complete by June 30, 2013.

Budget Summary The Village budgeted \$250,000 for engineering and committed \$226,874 for engineering. The total project cost estimate – including the Forest Glen improvements - remains \$4,266,924.

6-Month Look Ahead The project team will:

1. Continue preliminary engineering
2. Brief the Council and residents on the preliminary engineering and determine schedule
3. Prepare construction documents for bidding
4. Prepare and submit the required permits
5. Let the contract with Village Council approval
6. Conduct a neighborhood meeting on the project



Willow Road Tunnel

Activity Summary The project team has completed a Draft RFQ to be submitted to the Council for review and comment at the July 9 Study Session.

Budget Summary The Village budgeted \$800,000 for engineering and committed \$70,350. The total project cost estimate remains \$34,369,048.

6-Month Look Ahead The project team will:

1. Present the Draft RFQ and consultant selection process to the Village Council
2. With Village Council approval, procure the services of an engineering consultant for design and permitting
3. Commence preliminary engineering

Stormwater Master Plan

Activity Summary Village staff continues to meet monthly with Baxter & Woodman (B&W) representatives to discuss the status of the project. In addition to B&W, CBBEL also attends as needed for project coordination. The next scheduled meeting is June 21. The draft Stormwater Master Plan will be presented to the Village Council at the July 9, 2013 Study Session.

Budget Summary The Village budgeted \$50,000 and committed \$101,220.

6-Month Look Ahead The project team will:

1. Prepare the draft Stormwater Master Plan
2. Present the draft Stormwater Master Plan to the Council
3. Address Council and public comments

Stormwater Utility Feasibility Study

Activity Summary The Village Council approved the stormwater utility and directed staff to proceed with implementation. Municipal & Financial Services Group (MFSG) prepared a fee proposal to assist with the implementation process, which staff will present to the Council for approval.

Budget Summary The Village budgeted \$50,000 and awarded an agreement in the amount of \$72,100 (modified to \$77,550).

6-Month Look Ahead The project team will:

1. Proceed per Council direction



Sanitary Sewer Evaluation

Activity Summary Baxter & Woodman is proceeding with the detailed I/I evaluation in select areas of the Village to identify specific system repairs and corrections needed.

Budget Summary The Village has budgeted \$150,000 and committed \$152,157.

6-Month Look Ahead The project team will:

1. Complete detailed evaluations as approved
2. Report findings to the Council
3. Complete design engineering of initial system improvements

Public Outreach

Activity Summary The project team continues to update the website and monitor the activity. The team prepared a draft engagement plan and presented the plan to the Council for discussion at the June 11 Study Session.

Budget Summary There is no separate budget associated with this project.

6-Month Look Ahead The project team will:

1. Proceed with public engagement as directed by the Council
2. Prepare a special issue of the Winnetka Report
3. Prepare and conduct 2 town hall-type meetings in September, 2013

Ravine/Sheridan Road Improvements

Activity Summary IDOT is planning pavement and drainage improvements for the area with paving tentatively scheduled for 2014. Due to the need for easement acquisition, the drainage is scheduled for 2015. Staff met with IDOT to review the preliminary plans and discuss the project in general.

Budget Summary This project is funded in its entirety by IDOT.

6-Month Look Ahead The project team will:

1. Monitor IDOT activities
2. Update the Council as needed



Ash Street Pump Station

Activity Summary CBBEL is preparing a conceptual design for the station to include pump and electrical equipment replacement. Plans should be complete by July 31, 2013 with construction to follow immediately.

Budget Summary This project is funded within the PW Department Operations Budget.

6-Month Look Ahead The project team will:

1. Complete conceptual design
2. Brief the Council on the project
3. Proceed with final engineering

Attached are the following documents:

1. One-Year Look-Ahead Schedule including Council Meeting Presentations
2. Program Budget
3. Program Organization Chart
4. Permit Chart

If you have any questions or need additional information, please call me at 847-691-9832, or send an e-mail to jjohnson@theatgrp.com.



AT Group, Inc.

Village of Winnetka
Stormwater Management Program

One-Year Look Ahead Schedule

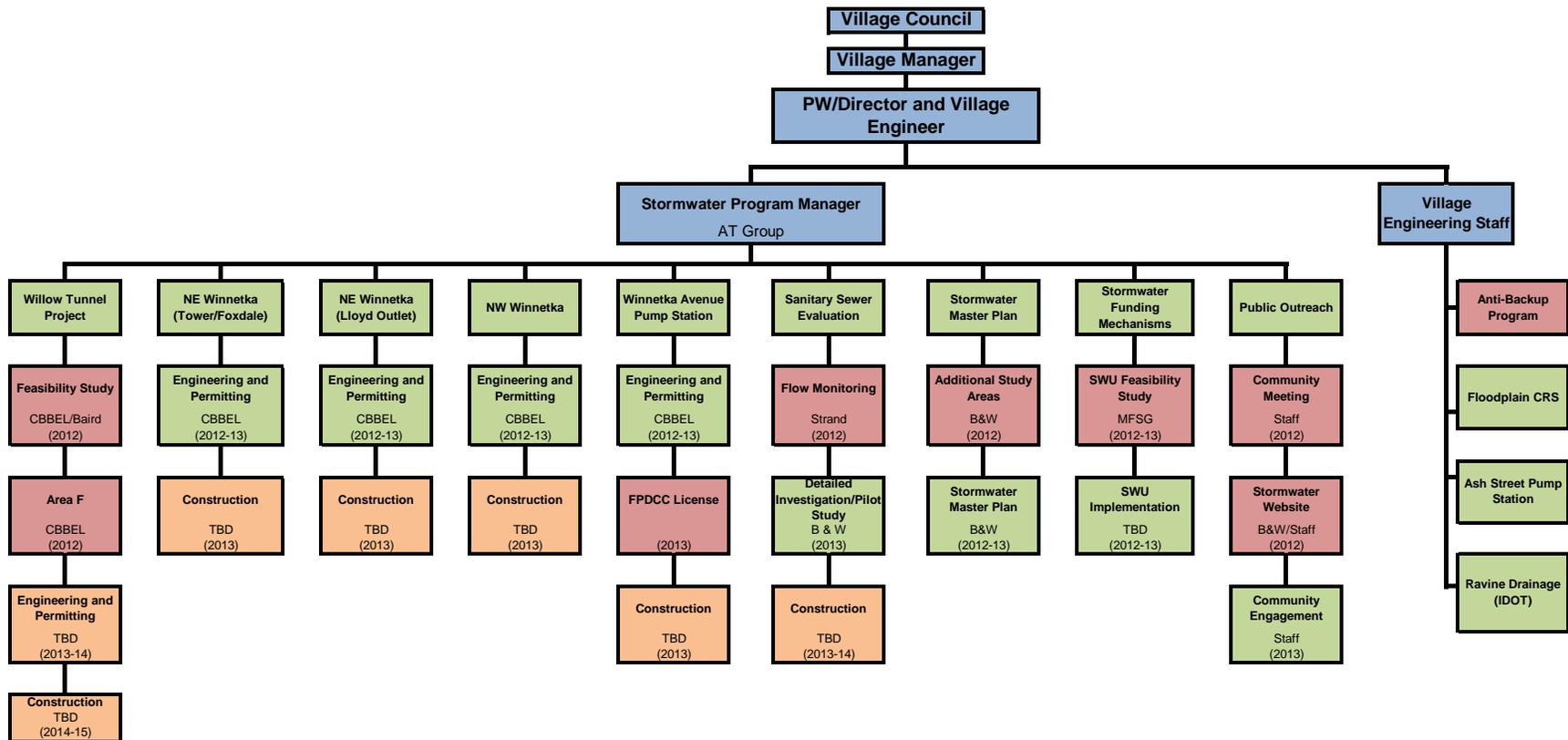
06/13/2013

	Jun 13	Jul 13	Aug 13	Sep 13	Oct 13	Nov 13	Dec 13	Jan 14	Feb 14	Mar 14	Apr 14	May 14
Tower/Foxdale												
Preliminary Engineering												
Permitting												
Final Engineering												
Bid Authorization/Bidding												
Construction												
Lloyd Outlet												
Preliminary Engineering												
Permitting												
Final Engineering												
Bid Authorization/Bidding												
Construction												
Tunnel (Willow North, Willow South, Provident, Cherry Outlet, Underpass)												
Feasibility Study												
Engineering RFQ/RFP												
Preliminary Engineering												
NW Winnetka (Greenwood/Forest Glen)												
Preliminary Engineering												
Permitting												
Final Engineering												
Bid Authorization/Bidding												
Construction												
Winnetka Avenue Pump Station												
Preliminary Engineering												
Permitting												
Final Engineering												
Bid Authorization/Bidding												
Construction												
Sanitary Sewer												
Detailed Investigations												
Engineering												
Construction												
Stormwater Master Plan												
Develop SMP												
Community Outreach												
Village Council Meeting Presentations												
Community Engagement Plan												
NE Winnetka Bid Authorization												
Stormwater Monthly Report												
NW Winnetka Engineering												
Stormwater Master Plan Draft Report												
Willow Road Tunnel RFQ & Contracting Methods												
Stormwater Monthly Report												
Winnetka Avenue Pump Station Bid Authorization												
Stormwater Monthly Report												
NW Winnetka Bid Authorization												
Stormwater Monthly Report												

**Village of Winnetka
Stormwater Management Program Budget**

Project	Initial Estimated Project Costs	Current Estimated Project Costs	2013/2014 Budget	Council Authorized	Spent	Comments
<u>Stormwater Fund</u>						
<u>58.75.640.601</u>						
Winnetka Ave. pump station	\$ 750,000	\$ 750,000	\$ 750,000	\$ 29,300	\$ 21,175	Based on DPW 2011/12 Budget
Tower Road/Foxdale	\$ 1,419,544	\$ 1,162,853	\$ 1,000,000	\$ 111,429	\$ 92,768	Decrease based on 65% construction drawings
Lloyd Park/Spruce Street	\$ 601,030	\$ 398,786	\$ 414,000	\$ 37,143	\$ 30,923	Decrease based on 65% construction drawings
NW Winnetka Greenwood/Forest Glen	\$ 2,880,887	\$ 4,266,924	\$ 4,040,000	\$ 226,874	\$ 178,575	Added Forest Glen and included utilities from different line item
Willow Rd tunnel <i>Proposed Area F</i>	\$ 32,498,697	\$ 34,369,048	\$ 800,000	\$ 37,750	\$ 17,407	CBBEL October 2011 budget w/Kenny and Baird estimates
Stormwater rate study	\$ 50,000	\$ 77,550	\$ 10,000	\$ 72,100	\$ 77,500	DPW 2011/12 Budget vs proposal. Additional fee for fifth workshop.
Stormwater master plan	\$ 50,000	\$ 101,220	\$ 60,000	\$ 101,220	\$ 76,746	DPW 2011/12 Budget vs proposal (added 6 drainage areas)
Total Stormwater Costs	\$ 38,250,158	\$ 41,126,380	\$ 7,074,000	\$ 633,416	\$ 532,799	
<u>Sanitary Sewer Fund</u>						
<u>54.70.640.201</u>						
Sanitary Sewer Studies/Engineering	\$ 150,000	\$ 152,157	\$ 50,000	\$ 152,157	\$ 112,947	Additional monitoring
System I & I repairs	\$ 1,000,000	\$ 1,000,000	\$ 300,000	\$ -	\$ -	
Total Sanitary Sewer Costs	\$ 1,150,000	\$ 1,152,157	\$ 350,000	\$ 152,157	\$ 112,947	





KEY	
Position	
Completed	
Ongoing	
Future	

**VILLAGE OF WINNETKA STORMWATER IMPROVEMENTS
SUMMARY OF PERMITS FOR ALL PLANNED IMPROVEMENTS**

Project Description	Estimate of Probable Cost	Permits Required
<u>Spruce Street Outlet Area Improvements</u>		
Tower Road/Foxdale Area	\$ 1,162,853	US Army Corps of Engineers - Wetland Permit (received)
Lloyd Park Outlet	\$ 398,786	Winnetka Park District permission (received)
<u>Northwest Winnetka Improvements</u>		
Tower Road/Greenwood Area	\$ 3,581,924	US Army Corps of Engineers - Wetland Permit (received); Cook County Forest
Forest Glen Extension	\$ 685,000	Preserve (applied/pending); Illinois EPA water main relocation (applied/pending)
<u>Winnetka Avenue Pump Station</u>	\$ 750,000	US Army Corps of Engineers - Wetland Permit (received); Cook County Soil & Water Conservation District (received); Illinois Department of Natural Resources (received); Cook County Forest Preserve District (received); Village of Northfield
<u>Master Plan and Rate Study</u>		
Stormwater Master Plan	\$ 101,220	None
Utility Feasibility Study	\$ 72,100	None
<u>Willow Road Stormwater Tunnel Improvements</u>		
North Willow, South Willow, & Provident	\$ 27,969,048	US Army Corps of Engineers/Illinois Department of Natural Resources/Illinois EPA Joint Permit for Lake Michigan Discharge; Metropolitan Water Reclamation District; Cook County Soil & Water Conservation District
Cherry Street Outlet Area	\$ 2,000,000	
Winnetka Underpass Area	\$ 4,400,000	
Area F (west of Hibbard Road)	***	
TOTALS	\$ 41,120,931	

*** Cost estimated to be less than \$100k but not finalized



Agenda Item Executive Summary

Title: Northeast Winnetka Stormwater Improvements – Authorization to Solicit Bids

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

Agenda Date: 06/18/2013

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/> | Policy Direction |
| <input type="checkbox"/> | Informational Only |

Item History:

August 21, 2013 Council Meeting

Executive Summary:

In March of 2012, the Village awarded a contract to Christopher B. Burke Engineering, Ltd. (CBBEL) to complete detailed plans and specifications suitable for permits and obtaining construction bids for two drainage improvements in the Spruce Street Outlet Study Area of northeast Winnetka. The specific improvements involved are as follows:

The Spruce Street Outlet Area is a large drainage area east of the railroad grade separation bounded on the north by Tower Road, and on the south by approximately Spruce Street. All of the stormwater runoff generated in this area drains to Lake Michigan at a single outlet, located at the east end of Spruce Street. The size of this drainage area and change of topography contribute, along with insufficient storm sewer capacity for larger rain events, to significant flooding along Sheridan Road from Maple Street south, and along Spruce Street east to the lake. CBBEL has developed a proposed improvement for this area that consists of separating the large watershed into two outlet areas by constructing a new storm sewer outlet from Sheridan Road at the south end of Lloyd Park. This would divert stormwater from the north half of the watershed and allow the existing Spruce Street outlet to function much more effectively, reducing flooding along Sheridan Road.

An additional area of flooding in northeast Winnetka, including overland property damage flooding, is along Tower Road east of Old Green Bay Road. Flooding in this area is primarily caused by three factors – 1) insufficient capacity for larger storms in the storm sewer system along Tower Road; 2) insufficient inlet grate capacity to capture water draining north from Foxdale Avenue and Lincoln Avenue; and 3) topography issues wherein properties along the north side of Tower Road are lower than the roadway, so that any significant flooding occurring in the roadway spills north into these properties. CBBEL's proposed improvement consists of increased inlet capacity at key locations, and a new storm sewer to convey stormwater west on Tower Road and north along Old Green Bay Road, to an existing storm sewer beneath the ravine that outlets to Lake Michigan. The existing storm sewer primarily drains the Union Pacific Railroad right of way, but also drains a small drainage area west of the railroad tracks. CBBEL has analyzed this storm sewer and has determined that sufficient excess capacity exists to accommodate the additional runoff tributary from the Tower Road area without causing backups into the railroad property.

The engineering work is essentially complete, and CBBEL is completing bidding documents. It has been the Village's general strategy to advance the stormwater projects on parallel tracks as they are ready, and bidding these projects now would allow construction this year.

Recommendation / Suggested Action:

Consider authorizing staff to solicit construction bids for the Lloyd Park Storm Sewer Outlet and the Tower Road/Old Green Bay Relief Sewer.

Attachments:

1. Agenda Report

Agenda Report

Subject: Northeast Winnetka Stormwater Improvements –
Authorization to Solicit Bids

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

Date: June 10, 2013

In March of 2012, the Village awarded a contract to Christopher B. Burke Engineering, Ltd. (CBBEL) to complete detailed plans and specifications suitable for permits and obtaining construction bids for two drainage improvements in the Spruce Street Outlet Study Area of northeast Winnetka. The specific improvements involved are as follows:

Lloyd Park Storm Sewer Outlet. The Spruce Street Outlet Area is a large drainage area east of the railroad grade separation bounded on the north by Tower Road, and on the south by approximately Spruce Street. All of the stormwater runoff generated in this area drains to Lake Michigan at a single outlet, located at the east end of Spruce Street. The size of this drainage area and change of topography contribute, along with insufficient storm sewer capacity for larger rain events, to significant flooding along Sheridan Road from Maple Street south, and along Spruce Street east to the lake. CBBEL has developed a proposed improvement for this area that consists of separating the large watershed into two outlet areas by constructing a new storm sewer outlet from Sheridan Road at the south end of Lloyd Park. This would divert stormwater from the north half of the watershed and allow the existing Spruce Street outlet to function much more effectively, reducing flooding along Sheridan Road.

The proposed storm sewer outlet would consist of a new 36-inch diameter storm sewer beneath the parking lot at Lloyd Park. The project would re-use an existing abandoned 20” ductile iron water main to transit the slope to reach lake level. While this section of water main is smaller in diameter than the incoming 36-inch storm sewer, the significantly steeper slope provides sufficient capacity to carry the necessary flow. The water would discharge to the lake via a new rubble-covered discharge structure constructed by the Park District last spring. Since this project does not involve a new outlet to the lake, no environmental permitting is required.

The current total project cost estimate is \$398,786.

Tower Road/Old Green Bay Relief Sewer. An additional area of flooding in northeast Winnetka, including overland property damage flooding, is along Tower Road east of Old Green Bay Road. Flooding in this area is primarily caused by three factors – 1) insufficient capacity for larger storms in the storm sewer system along Tower Road; 2) insufficient inlet grate capacity to capture water draining north from Foxdale Avenue and Lincoln Avenue; and 3) topography issues wherein properties along the north side of

Tower Road are lower than the roadway, so that any significant flooding occurring in the roadway spills north into these properties. CBBEL's proposed improvement consists of increased inlet capacity at key locations, and a new storm sewer to convey stormwater west on Tower Road and north along Old Green Bay Road, to an existing storm sewer beneath the ravine that outlets to Lake Michigan. The existing storm sewer primarily drains the Union Pacific Railroad right of way, but also drains a small drainage area west of the railroad tracks. CBBEL has analyzed this storm sewer and has determined that sufficient excess capacity exists to accommodate the additional runoff tributary from the Tower Road area without causing backups into the railroad property.

While the project does not include a discharge to the ravine system, this project does include some erosion repair and protection at the head of the ravine, adjacent to Old Green Bay Road. This ravine is designated as a wetland, and thus a permit from the U.S. Army Corps of Engineers was required for the erosion control work. This permit was issued to the Village on May 14, 2013.

The current total project cost estimate is approximately \$1,162,853.

Next Steps. The engineering work is essentially complete, and CBBEL is completing bidding documents. It has been the Village's general strategy to advance the stormwater projects on parallel tracks as they are ready, and there are several reasons that is a reasonable consideration to proceed with bidding and construction of these two projects at this time. First, these two projects are stand-alone projects (not dependent on the Willow Road Tunnel), so they could be constructed at any time. Second, these two projects are relatively straightforward and simple to construct, and could bring much-needed drainage relief to area residents in a timely manner. Third, at a combined cost of \$1,561,693, these projects form a small percentage of the overall \$41.1 million improvement program, and constructing these projects now will not significantly drain Village reserves for use on other projects. Finally, bidding these projects now would take advantage of current pricing and avoid possible construction cost inflation.

The following is an approximate timeline for these two projects:

- July 12: Completion of bidding documents
- Mid-July to mid-August: Bidding period
- August 16: Contract award
- Early September: Construction starts – Tower/Old Green Bay
- Early October: Construction starts – Lloyd Outlet
- Mid-November: Construction complete

Recommendation:

Consider authorizing staff to solicit construction bids for the **Lloyd Park Storm Sewer Outlet** and the **Tower Road/Old Green Bay Relief Sewer**.



Agenda Item Executive Summary

Title: Stormwater Utility Implementation – Municipal & Financial Services Group Fee Proposal

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

Agenda Date: 06/18/2013

Consent: YES NO

<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input type="checkbox"/>	Informational Only

Item History:

May 21, 2013 Council Meeting
June 11, 2013 Study Session

Executive Summary:

At the May 21, 2013 Council Meeting, the Council formally endorsed a Stormwater Improvement Program containing several improvement projects, at an estimated cost of \$41.1 million. The program is proposed to be funded with a combination of General Fund reserves and bond funding. Repayment of the bonds is proposed to be accomplished via a stormwater utility.

Municipal & Financial Services Group (MFSG) recently completed a Stormwater Utility Feasibility Study for the Village, and MFSG has a complete and thorough understanding of the utility program the Village plans to pursue to fund stormwater improvements. MFSG's original proposal covered the Feasibility Study, but not an implementation phase, since the recommended outcomes were unknown at the time. MFSG has now submitted a proposal to provide Implementation Assistance.

Recommendation / Suggested Action:

Consider authorizing the Village Manager to award a purchase order to Municipal & Financial Services Group to provide professional services for Stormwater Utility Implementation, for a fee not to exceed \$89,766, as outlined in their proposal dated June 13, 2013.

Attachments:

1. Agenda Report
2. MFSG Proposal

Agenda Report

Subject: Stormwater Utility Implementation – Municipal & Financial Services Group Fee Proposal

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

Date: June 13, 2013

Ref: May 21, 2013 Council Meeting
June 11, 2013 Study Session

At the May 21, 2013 Council Meeting, the Council formally endorsed a Stormwater Improvement Program containing several improvement projects, at an estimated cost of \$41.1 million. The program is proposed to be funded with a combination of General Fund reserves and bond funding. Repayment of the bonds is proposed to be accomplished via a stormwater utility.

Municipal & Financial Services Group (MFSG) recently completed for the Village a Stormwater Utility Feasibility Study, and MFSG has a complete and thorough understanding of the utility program the Village plans to pursue to fund stormwater improvements. MFSG's original proposal covered the Feasibility Study, but not an implementation phase, since the recommended outcomes were unknown at the time. MFSG has now submitted a proposal to provide "Implementation Assistance," which would comprise two phases. Their Implementation Proposal includes estimates for participating in the Village's Community Engagement—focusing on collaboration in the development of fact sheets, tax exempt property information packets, the survey, and presentations. MFSG would also create the online stormwater bill calculator, which would allow people to estimate the stormwater fee for their particular parcel. Necessarily, MFSG's Community Engagement work would be preceded by significant efforts on the development of the stormwater database billing file, as well as policies and procedures. Their proposal, including the hours for Community Engagement, is attached here.

MFSG proposed a thorough scope of services needed to assist the Village in effectively implementing a Stormwater Utility, including both MFSG's proposed role in the public engagement process and their assistance with the implementation of the utility. The scope of work is structured around the implementation schedule developed by MFSG as part of the Stormwater Utility Feasibility Study Final Report. The scope of work is presented below in two phases with Phase I consisting of Tasks 1 – 3 and with Phase II consisting of Tasks 4 – 6. The tasks associated with Phase I would commence first with some of the tasks continuing as Phase II is completed.

Phase I

Task 1: Stormwater Database Billing File

As part of this Stormwater Utility Feasibility study, the initial components of the stormwater billing database were developed. The amount of impervious area for each parcel in the Village has been determined. However, it will be necessary to further review the impervious area determinations to ensure a high level of accuracy.

Deliverables: Finalized stormwater billing file for all parcels in the Village and procedure for maintenance of the file.

Task 2: Policies and Procedures

The Village will need to adopt policies and procedures for the stormwater utility many of which will be reflected in the utility ordinance. The stormwater feasibility study touched on some of the major policy issues that must be addressed by the Village if a stormwater utility is implemented. These include a billing methodology, appeals process and credits/incentives program. The Council informally provided policy guidance on these issues at the conclusion of the feasibility study. However each issue will require further review prior to formal adoption. MFSG will assist the Village in identifying all of the key policy issues that will need to be addressed and the necessary procedures for a functioning stormwater utility. These policy issues and procedures will be detailed in a report delivered to the Village for review with the Village Council. MFSG will present the policy and procedures to the Village Council with specific recommendations based on our industry expertise. Many of these policies and procedures will impact the billing file development, so these items will need to be addressed early in the implementation process.

Deliverables: A report and presentation outlining the key policy issues and stormwater utility procedures for consideration by the Village Council. MFSG will present the report at a Village Council meeting.

Task 3: Community Engagement

A key component of the implementation of the stormwater utility will be providing public outreach and education throughout the Village. Residents, businesses and tax-exempt entities that will soon be paying the new utility fee need to understand the importance of stormwater management, the impacts that stormwater has within the Village and why a stormwater fee is an appropriate means of funding the system. The Village has developed a community engagement plan to reach out to the public. MFSG will serve primarily as a content expert in support of this plan.

Deliverables: Stormwater utility fact sheets, frequently asked questions sheet, tax-exempt parcel information packets, online bill calculator, materials for educational videos, survey materials, an understanding your bill document, report and presentation

summarizing the public engagement process. As part of this task, MFSG will participate in one onsite meetings with the Village Council at the conclusion of the public engagement to summarize the public engagement process.

Community Engagement Optional Task – Community Survey

The Village may conduct a community survey to engage the public and solicit feedback regarding the potential stormwater utility. MFSG will assist the Village with the development of the materials for the survey, summarizing the results of the survey and reporting the findings to the Village Council.

Phase II

Task 4: Finalize Stormwater Fee, Pro-Forma and SW Enterprise Fund Budget

A finalized stormwater fee will need to be developed and approved by the Village Council. MFSG will assist the Village in the determination of the final stormwater fee. MFSG will develop a pro-forma for the stormwater utility enterprise fund based on the adopted fees and financing plan and assistance with a final budget for the stormwater utility for the first year of operations.

Deliverables: A report detailing the calculation of the final stormwater fee for adoption and inclusion in the stormwater utility ordinance and pro-forma.

Task 5: Staffing / Training Materials

The implementation of a stormwater utility will require specific staffing resources within the Village. MFSG will assist the Village with the identification of staffing needs for the utility. MFSG will also develop materials to be used by the Village to train staff.

Deliverables: A brief document identifying the staffing needs for the utility and materials for staff training prior to stormwater fee billing.

Task 6: Ordinance

To establish the stormwater utility and associated stormwater fee, the Village Council will need to approve and adopt a stormwater utility ordinance. A draft ordinance was developed by MFSG and included in the Stormwater Utility Feasibility Report. The ordinance will need to be reviewed by Village Legal Counsel and the Village Council. MFSG will complete a review of the final ordinance to ensure it is consistent with the policy direction provided by the Council, that it conforms with industry practice and covers all of the necessary items.

Deliverables: A final ordinance for Village Council review and adoption.

MFSG has provided a fee proposal to complete all of these services of \$89,766, in two phases, summarized below:

Village of Winnetka Stormwater Utility Implementation	Level of Effort (Hours)				Cost Estimate		
	Hyder	Moher	MFSG Staff	Total Hours	Professional Fees	Expenses	Total Cost Estimate
<i>Phase I</i>							
Task 1 - Stormwater Billing Database File	42	62	70	184	\$ 28,000	\$ 1,292	\$ 27,292
Task 2 - Policies and Procedures	44	42	18	104	\$ 18,460	\$ 1,292	\$ 19,742
Task 3 - Community Engagement	34	34	38	108	\$ 17,600	\$ 1,292	\$ 18,792
Total - Phase I	120	128	126	374	\$ 61,950	\$ 3,875	\$ 65,825
Task 3 - Optional Task - Community Survey	8	8	4	18	\$ 3,200	\$ 1,292	\$ 4,492
Total - Phase I with Optional Task	128	134	130	392	\$ 65,150	\$ 5,168	\$ 70,318
<i>Phase II</i>							
Task 4 - Finalize Stormwater Fee, Pro-Forma and Budget	24	24	20	88	\$ 11,600	\$ -	\$ 11,600
Task 5 - Staffing / Training Materials	18	18	12	48	\$ 7,950	\$ -	\$ 7,950
Task 6 - Finalize Ordinance	12	8	-	20	\$ 3,900	\$ -	\$ 3,900
Total - Phase II	42	40	32	114	\$ 19,450	\$ -	\$ 19,450
Implementation Total	182	188	168	488	\$ 81,400	\$ 3,875	\$ 85,275
Implementation Total with Optional Task	170	174	38	608	\$ 84,800	\$ 6,188	\$ 89,788
<i>Hourly Rates</i>	\$ 225	\$ 150	\$ 125				

Recommendation:

Consider authorizing the Village Manager to award a purchase order to Municipal & Financial Services Group to provide professional services for Stormwater Utility Implementation, for a fee not to exceed \$89,766, as outlined in their proposal dated June 13, 2013.

Attachments:

1. MFSG Proposal

Village of Winnetka



Proposal to Provide Stormwater Utility Implementation Assistance



June 13, 2013

Prepared by



Municipal & Financial Services Group



Municipal & Financial Services Group

June 13, 2013

Steven Saunders, P.E.
Director of Public Works
Village of Winnetka
303 W. Commonwealth Ave.
Winnetka, IL 92832

Dear Mr. Saunders:

The Municipal & Financial Service Group has enjoyed the opportunity to work with and for the Village of Winnetka on the Stormwater Utility Feasibility Study. Based on our recent discussion, I am pleased to submit the following proposal to provide the Village with assistance with public engagement and implementation of a stormwater utility. We are excited about the continued opportunity to work with you and the Village. The following proposal provides a scope of work for this effort and a not to exceed fee proposal. Please review the document and provide any comments or concerns you may have at this time.

Very truly yours,

David Hyder
Vice President
The Municipal & Financial Services Group

The following document presents a brief background, proposed scope of work and fee proposal for assistance with public engagement and implementation of a stormwater utility.

Background

In the fall of 2012 the Village engaged the services of the Municipal & Financial Services Group (MFSG) to analyze funding options for capital improvements necessary within the stormwater system to reduce the flood risk within the Village. A key component of the study was the evaluation of the feasibility of funding these improvements via a Stormwater Utility. MFSG completed the analysis using an approach that included significant input and involvement with the Village Council through a series of workshops. At the conclusion of the study, MFSG presented several recommendations with the key recommendation being that a stormwater utility be established within the Village to equitably fund at least a portion of the stormwater system capital improvements. The Village Council evaluated the recommendations and provided policy guidance that further refined the recommendations. At this time, the Village would like to conduct an extensive community engagement effort to solicit input from the community and to educate the public regarding the potential stormwater utility. The following scope of work outlines MFSG's proposed role in the public engagement process and our assistance with the implementation of the utility. The scope of work is structured around the implementation schedule developed by MFSG as part of the Stormwater Utility Feasibility Study Final Report. The scope of work is presented below in two phases with Phase I consisting of Tasks 1 – 3 and with Phase II consisting of Tasks 4 – 6. The tasks associated with Phase I would commence first with some of the tasks continuing as Phase II is completed as shown in the implementation schedule.

Phase I

Task 1: Stormwater Database Billing File

As part of this Stormwater Utility Feasibility study, the initial components of the stormwater billing database were developed. The amount of impervious area for each parcel in the Village has been determined. However, it will be necessary to further review the impervious area determinations to ensure a high level of accuracy. To develop a final database billing file MFSG will complete the following tasks:

- A detailed review of the draft impervious area database to identify all discrepancies in the data.
- Identification and allocation of impervious area based on policy direction from Village regarding items such as the handling of private drives, pools, patios, mixed use development, vacant property, etc.

- Assignment of the impervious area and resulting number of ERU's to each billing account. The Village Council provided policy guidance that the stormwater fee would be included on the existing utility bill. MFSG will work with the Village Staff to establish the crosswalk between the parcel and the utility bill to allow for assignment of the ERU's. This will include identification of parcels that currently do not receive a utility bill, if any, and a plan for billing these parcels.
- Once the billing database file is finalized, MFSG will assist the Village with testing the file to ensure the accuracy of file.
- MFSG will assist the Village with development and documentation of a procedure for maintenance of the billing file.

Deliverables: Finalized stormwater billing file for all parcels in the Village and procedure for maintenance of the file.

Task 2: Policies and Procedures

The Village will need to adopt policies and procedures for the stormwater utility many of which will be reflected in the utility ordinance. The stormwater feasibility study touched on some of the major policies issues that must be addressed by the Village if a stormwater utility is implemented. These include a billing methodology, appeals process and credits/incentives program. The Council informally provided policy guidance on these issues at the conclusion of the feasibility study. However each issue will require further review prior to formal adoption. The legality of not offering a credit program still requires further review by the Village attorney and the result of the review may or may not require further development of a credit manual. There are additional policies that must be addressed such as:

- The inclusion or exclusion of vacant undeveloped parcels
- Billing for mixed use parcels (how is impervious area allocated to property owners)
- Inclusion or exclusion of land features such as private drives, gravel driveways, stone areas, sidewalks, pools, patios and decks in the impervious area database.

MFSG will assist the Village in identifying all of the key policy issues that will need to be addressed and the necessary procedures for a functioning stormwater utility. These policy issues and procedures will be detailed in a report delivered to the Village for review with the Village Council. MFSG will present the policy and procedures to the Village Council with specific recommendations based on our industry expertise. Many of these policies and procedures will impact the billing file development, so these items will need to be addressed early in the implementation process.

Deliverables: A report and presentation outlining the key policy issues and stormwater utility procedures for consideration by the Village Council. MFSG will present the report at a Village Council meeting.

Task 3: Community Engagement

A key component of the implementation of the stormwater utility will be providing public outreach and education throughout the Village. Residents, businesses and tax-exempt entities that will soon be paying the new utility fee need to understand the importance of stormwater management, the impacts that stormwater has within the Village and why a stormwater fee is an appropriate means of funding the system. The Village has developed a community engagement plan to reach out to the public. MFSG will serve primarily as a content expert in support of this plan. The specific tasks to be completed by MFSG including the following:

- Develop of stormwater utility fact sheets for inclusion in press releases and mailers.
- Development of a frequently asked questions sheet for inclusion on the Village website.
- Development of information packets for tax-exempt properties which will include presentation materials, fact sheets, specific stormwater bills and necessary items to allow for one-on-one meetings between the Village and the tax-exempt parcel owner.
- Develop an online stormwater bill calculator that allows parcel owners to see their specific stormwater bill based on the updated stormwater billing database. MFSG will rely on the Village web developer to code / host the calculator on the Village website.
- Assist the Village with the development of a stormwater utility educational video(s) to be hosted on the Village website.
- Develop an “Understanding your utility bill” document that explains the utility bill and how the stormwater fee is charged, to accompany stormwater bill.
- Development of a public engagement process and results presentation and report for delivery to the Village Council at the conclusion of the public engagement.

Deliverables: Stormwater utility fact sheets, frequently asked questions sheet, tax-exempt parcel information packets, online bill calculator, materials for educational videos, survey materials, an understanding your bill document, report and presentation summarizing the public engagement process. As part of this task, MFSG will participate in one onsite meetings with the Village Council at the conclusion of the public engagement to summarize the public engagement process.

Community Engagement Optional Task – Community Survey

The Village may conduct a community survey to engage the public and solicit feedback regarding the potential stormwater utility. MFSG will assist the Village with the development of the materials for the survey, summarize the results of the survey and report the finding to the Village Council.

Phase II

Task 4: Finalize Stormwater Fee, Pro-Forma and SW Enterprise Fund Budget

A finalized stormwater fee will need to be developed and approved by the Village Council. MFSG will assist the Village in the determination of the final stormwater fee based on:

- The revised stormwater billing database file reflecting the final impervious area analysis and ERU counts.
- Impact of policies adopted by the Village such as a credits / incentives program, billing of vacant lots, billing of multi-family properties, etc.
- The final budget and financing plan for stormwater capital projects.

MFSG will develop a pro-forma for the stormwater utility enterprise fund based on the adopted fees and financing plan and assistance with a final budget for the stormwater utility for the first year of operations.

Deliverables: A report detailing the calculation of the final stormwater fee for adoption and inclusion in the stormwater utility ordinance and pro-forma.

Task 5: Staffing / Training Materials

The implementation of a stormwater utility will require specific staffing resources within the Village. MFSG will assist the Village with the identification of staffing needs for the utility. MFSG will also develop materials to be used by the Village to train staff.

Deliverables: A brief document identifying the staffing needs for the utility and materials for staff training prior to stormwater fee billing.

Task 6: Ordinance

To establish the stormwater utility and associated stormwater fee, the Village Council will need to approve and adopt a stormwater utility ordinance. A draft ordinance was developed by MFSG and included in the Stormwater Utility Feasibility Report. The ordinance will need to be

reviewed by Village Legal Counsel and the Village Council. MFSG will complete a review of the final ordinance to ensure it is consistent with the policy direction provided by the Council, that it conforms with industry practice and covers all of the necessary items.

Deliverables: A final ordinance for Village Council review and adoption.

Not to Exceed Fee Proposal

Our not to exceed fee (including all professional fees and out-of-pocket expenses) for the scope of work described above is presented in the following table. We anticipate four onsite meetings with the Village. The meetings will include the following:

- Meeting to develop process for finalization of the billing file (July 2013)
- Meeting to review policies and procedures with Village Council (September 2013)
- Optional meeting to review survey summary data and impacts (November 2013)
- Meeting to provide overview of community engagement plan (December 2013)

Village of Winnetka Stormwater Utility Implementation	Level of Effort (Hours)				Cost Estimate		
	Hyder	Moher	MFSG Staff	Total Hours	Professional Fees	Expenses	Total Cost Estimate
<i>Phase I</i>							
Task 1 - Stormwater Billing Database File	42	52	70	164	\$ 26,000	\$ 1,292	\$ 27,292
Task 2 - Policies and Procedures	44	42	18	104	\$ 18,450	\$ 1,292	\$ 19,742
Task 3 - Community Engagement	34	34	38	106	\$ 17,500	\$ 1,292	\$ 18,792
Total - Phase I	120	128	126	374	\$ 61,950	\$ 3,875	\$ 65,825
Task 3 - Optional Task - Community Survey	8	6	4	18	\$ 3,200	\$ 1,292	\$ 4,492
Total - Phase I with Optional Task	128	134	130	392	\$ 65,150	\$ 5,166	\$ 70,316
<i>Phase II</i>							
Task 4 - Finalize Stormwater Fee, Pro-Forma and Budget	24	24	20	68	\$ 11,500	\$ -	\$ 11,500
Task 5 - Staffing / Training Materials	18	16	12	46	\$ 7,950	\$ -	\$ 7,950
Task 6 - Finalize Ordinance	12	8	-	20	\$ 3,900	\$ -	\$ 3,900
Total - Phase II	42	40	32	114	\$ 19,450	\$ -	\$ 19,450
Implementation Total	162	168	158	488	\$ 81,400	\$ 3,875	\$ 85,275
Implementation Total with Optional Task	170	174	36	506	\$ 84,600	\$ 5,166	\$ 89,766
<i>Hourly Rates</i>	\$ 225	\$ 150	\$ 125				

Project Schedule

The proposed project schedule is presented in the figure below. The schedule is designed to allow for stormwater utility implementation and billing by July 1, 2014. The activities listed in

the schedule are those for which MFSG will be responsible, additional items to be completed by the Village are not identified.

Village of Winnetka Stormwater Utility Implementation Plan	Implementation Schedule											
	2013						2014					
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Task 1: Development of Billing File	[Green bar]											
Detailed Review of Draft Impervious Area File	[Blue bar]											
Identify Discrepancies		[Blue bar]										
Data Clean Up			[Blue bar]									
Assign Impervious Area and Stormwater Fee to Billing Accounts				[Blue bar]	[Blue bar]							
Finalize Billing File / Test Billing File						[Blue bar]						
Task 2: Policy and Procedures	[Green bar]											
Identify Stormwater Policy Issues	[Blue bar]											
Develop Policy and Procedures Report		[Blue bar]										
Village Council Review and Input			[Blue bar]									
Formalize Policies and Procedures (Credit Manual if adopted)				[Blue bar]								
Task 3: Public Outreach and Education	[Green bar]											
Develop/Deliver Public Engagement Materials	[Blue bar]	[Blue bar]	[Blue bar]									
Develop Online Bill Calculator					[Blue bar]	[Blue bar]						
Public Engagement Reporting					[Blue bar]	[Blue bar]						
Task 4: Finalized Stormwater Fee, Pro-Forma and Budget	[Green bar]											
Finalize Stormwater Fee Based on Policy and Financial Plan					[Blue bar]	[Blue bar]						
Pro-Forma						[Blue bar]						
Stormwater Utility Budget						[Blue bar]						
Task 5: Staffing	[Green bar]											
Determine Staffing Needs					[Blue bar]	[Blue bar]						
Develop Training Materials								[Blue bar]	[Blue bar]			
Task 6: Establishment of Stormwater Utility	[Green bar]											
Ordinance Update						[Blue bar]	[Blue bar]					
Village Council Ordinance Review								[Blue bar]	[Blue bar]			
Ordinance Adoption									[Blue bar]			



Agenda Item Executive Summary

Title: Ordinance M-9-2013: 1447 Edgewood Lane, Variation- Introduction

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date: 06/18/2013

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input checked="" type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/> | Policy Direction |
| <input type="checkbox"/> | Informational Only |

Item History:

No previous action.

Executive Summary:

Ordinance M-9-2013 grants variations by Ordinance from Section 17.30.040 [Maximum Building Size] and Section 17.30.110 [Garages] of the Winnetka Zoning Ordinance to permit the replacement of a detached garage that will result in a side yard setback of 1.5 feet, whereas a minimum of 8 feet is required, a variation of 6.5 feet (81%), and a total Gross Floor Area of 3,374.49 square feet, whereas a maximum of 3,213.69 square feet is permitted, a variation of 160.8 feet (5%).

According to the applicant, Mr. Ryan Tripton, he is requesting the variations in order to reconstruct a two car detached garage that is in a state of disrepair and needs to be demolished. The proposed garage would measure 20 by 22 feet (440 square feet) and replace an existing garage that is 430 square feet in size. The location of the new garage would be in approximately the same location as the existing one.

The Zoning Board of Appeals voted unanimously to recommend that the variation be granted.

Recommendation / Suggested Action:

Consider introduction of Ordinance M-9-2013, granting side yard setback and Gross Floor Area variations to allow for the construction of a detached garage at 1447 Edgewood Lane.

Attachments:

- 1) Agenda Report
- 2) Ordinance M-9-2013
- 3) Attachment A: Zoning Matrix
- 4) Attachment B: Application
- 5) Attachment C: Site Plan
- 6) Attachment D: ZBA Minutes

AGENDA REPORT

TO: Village Council

PREPARED BY: Michael D'Onofrio, Director of Community Development

SUBJECT: **Ordinance M-9-2013 - 1447 Edgewood Lane**
Variations
(1) Maximum Building Size
(2) Garage setbacks

DATE: June 12, 2013

Ordinance M-9-2013 grants variations by Ordinance from Section 17.30.040 [Maximum Building Size] and Section 17.30.110 [Garages] of the Winnetka Zoning Ordinance to permit the replacement of a detached garage that will result in a side yard setback of 1.5 feet, whereas a minimum of 8 feet is required, a variation of 6.5 feet (81%), and a total Gross Floor Area of 3,374.49 square feet, whereas a maximum of 3,213.69 square feet is permitted, a variation of 160.8 feet (5%).

The applicant, Ryan Tripton, is requesting the variations to allow the reconstruction of a two car garage, which Mr. Tripton says is not safe for use. The existing garage measures 23.71 feet by 18.25 feet (430 square feet) and has a side yard setback of 1.45 feet. The existing garage is a legal non-conforming structure with respect to the 1.45 ft. side yard setback, and contributes to the non-conforming GFA of structures on the property.

With respect to the setback, it should be noted that because the garage would not be located in the rear quarter of the lot, it is required to maintain the same setback that is required of the principal building (8 ft.) If the garage were to be located in the rear quarter of the lot (within the north 40.16 ft. of the lot) it would only be required to maintain a 2 ft. setback. The proposed garage would measure 20 ft. by 22 ft. (440 s.f.) and have a side yard setback of 1.5 ft. As with the existing garage, the proposed garage would not meet the setback or GFA requirements. Whereas it would increase the side yard setback by 0.05 feet, to 1.5 ft., it would add 10 additional square feet of GFA.

The property is located in the R-5 Single Family Residential District. The home was constructed in 1922, before the enactment of the original Zoning Ordinance. Subsequent building permits were issued for an addition and garage in 1925, for a dormer addition in 1938, and a two-story addition in 2002. The petitioner purchased the property in May 2012.

A zoning variation was granted for the 2002 addition pursuant to Ordinance M-35-2002, which permitted a gross floor area of 3,283.4 square feet (a 1.9% variation of 63.4 square feet) and a roofed lot coverage of 2,073.62 square feet (a 3% variation of 61.2 square feet).

The ZBA considered the current request at its May meeting. In response to questions about relocating the garage to a conforming location, Mr. Tripton testified that a conforming

alternative was not possible for several reasons: the need to align the garage with the existing driveway, avoiding an increase in impervious surface, and maintaining open space in the rear yard. At the conclusion of the case, the ZBA voted unanimously in favor of recommending that the variations be granted.

Introduction of the ordinance requires the concurrence of a majority of the Council.

Recommendation

Consider introduction of Ordinance M-9-2013, granting variations for side yard setback and GFA in order to allow for the construction of a detached garage.

Attachments

Ordinance M-9-2013

Attachment A: Zoning Matrix

Attachment B: Application

Attachment C: Site Plan

Attachment D: ZBA minutes

ORDINANCE NO. M-9-2013

**AN ORDINANCE GRANTING A VARIATION IN
THE APPLICATION OF THE ZONING ORDINANCE
OF THE VILLAGE OF WINNETKA,
COOK COUNTY, ILLINOIS (1447 Edgewood)**

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village; and

WHEREAS, the Council of the Village of Winnetka (“Village Council”) find that establishing standards for the use and development of lands and buildings within the Village and establishing and applying criteria for variations from those standards are matters pertaining to the affairs of the Village; and

WHEREAS, the property commonly known as 1447 Edgewood Lane, Winnetka, Illinois (the “Subject Property”), is legally described as follows:

Lot 15 in Block 21 in Chicago North Shore Land Company’s subdivision in Sections 17 and 18, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; and

WHEREAS, the Subject Property is located in the R-5 Zoning District provided in Chapter 17.12 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code; and

WHEREAS, on April 9, 2013, the owner of the Subject Property filed an application for the following variations from requirements of the Lot, Space, Bulk and Yard Regulations for Single Family Residential Districts established by Chapter 17.30 of the Zoning Ordinance: (a) a variation from the provisions of Section 17.30.110 pertaining to side yard setbacks for garages, to allow a side yard setback of 1.5 feet, which exceeds the required 8-foot minimum, resulting in a variation of 6.5 feet (81%); and (b) a variation from the maximum building size limitations of Section 17.30.040 to permit a total gross floor area of 3,374.49 square feet, which exceeds the allowable maximum of 3,213.69 square feet, resulting in a variation of 160.8 feet (5%), said variations being requested to permit the replacement of a detached two-car garage; and

WHEREAS, on May 13, 2013, on due notice thereof, the Zoning Board of Appeals conducted a public hearing on the requested variations and, with the unanimous vote of the full board, has reported to the Council recommending that the requested variations be granted; and

WHEREAS, there are practical difficulties associated with carrying out the strict application of the Zoning Ordinance with respect to the Subject Property in that: (a) the Subject Property is improved with a single family residence that was constructed in 1922, prior to the enactment of the Winnetka Zoning Ordinance; (b) the existing garage is legally nonconforming, having been built before the gross floor area limitations were added to the Zoning Ordinance and before the Zoning Ordinance was amended to require detached garages located outside of the rear yard to observe the same side yard setback as the principal building; (c) the proposed new garage will be two feet narrower and slightly longer than the existing garage and will add 7.3 additional square feet of gross floor area to the Subject Property; (d) because the Subject Property is

approximately 50 feet wide, rebuilding the garage with a conforming side yard in the same area of the Subject Property would interfere with the safe and reasonable usage of the Subject Property, in that it would place the garage in the center of the Subject Property's rear yard green space, which either would create an unsafe turning radius for vehicles entering and exiting the garage, or would require increasing the side yard setback even further so the garage could be reconfigured for entering and exiting from the side; and (e) the existing garage has experienced occasional flooding and reconstructing the garage in a conforming location in the rear 25% of the Subject Property would increase the potential for surface flooding because of the additional impermeable surface that would result from a longer driveway; and

WHEREAS, the Subject Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the Zoning Ordinance, in that: (a) denying the requested variation would prevent the replacement of the existing dilapidated, structurally unsound garage; (b) constructing a comparable new garage in a conforming location would result in the loss of significant open space in the rear yard and would increase impermeable surface on the Subject Property; and (c) constructing a conforming garage that would avoid interfering with usable rear yard open space would require constructing a one-car garage, which would decrease the utility of the garage and negatively impact the value of the Subject Property; and

WHEREAS, the requested variations will not alter the essential character of the neighborhood because: (a) the proposed new garage will not alter the appearance of the Subject Property from the street or adjacent properties; and (b) the proposed new garage will be comparable in size to, and in the same location as, the existing garage; and

WHEREAS, the requested variations will not impair an adequate supply of light and air because: (a) the new garage will be in the same location as the existing legal nonconforming garage; (b) the total gross floor area on the Subject Property will be less than would result if the new garage were built in a conforming location near the rear lot line, which would result in a gross floor area bonus of 400 square feet; and (c) the proposed garage will not be adjacent to the home on the property immediately to the east; and

WHEREAS, the requested variations will not increase the hazard from fire and other dangers to the Subject Property, as the proposed construction will comply with all applicable building and fire protection codes, and the new garage will be opposite the rear yard open space of the property immediately to the east; and

WHEREAS, there is no evidence that the requested variations will diminish the taxable value of land and buildings throughout the Village, and the proposed improvement to the Subject Property is likely to increase its taxable value; and

WHEREAS, the proposed construction will not contribute to congestion on the public streets, as the property will continue to be used for single family residential purposes and the new garage will continue to provide two enclosed off-street parking spaces; and

WHEREAS, there is no evidence that the requested variations will otherwise impair the public health, safety, comfort, morals, and welfare of the inhabitants of the Village; and

WHEREAS, the requested variations are in harmony with the general purpose and intent of the Winnetka Zoning Ordinance, in that they allow the renovation, restoration and rehabilitation of a structurally sound existing building while maintaining the existing scale and appearance of the community and protecting established trees and landscaping; and

WHEREAS, this Ordinance has been placed on the Village Council's agenda and made available for public inspection at Village Hall and on the Village's web site, in accordance with Sections 2.04.040 and 2.16.040 of the Winnetka Village Code and applicable law.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Winnetka, as follows:

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

SECTION 2: The Subject Property, commonly known as 1447 Edgewood Lane and located in the R-5 Single-Family Residential District provided in Chapter 17.12 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code is hereby granted the following variations from requirements of the Lot, Space, Bulk and Yard Regulations for Single Family Residential Districts established by Chapter 17.30 of the Zoning Ordinance: (a) a variation from the provisions of Section 17.30.110 pertaining to side yard setbacks for garages, to allow a side yard setback of 1.5 feet, which exceeds the required 8-foot minimum, resulting in a variation of 6.5 feet (81%); and (b) a variation from the maximum building size limitations of Section 17.30.040 to permit a total gross floor area of 3,374.49 square feet, which exceeds the allowable maximum of 3,213.69 square feet, resulting in a variation of 160.8 feet (5%), said variations being requested to permit the replacement of a detached two-car garage, in accordance with the plans and elevations submitted with the application for variations.

SECTION 3: The variations granted herein are conditioned upon the commencement of the proposed construction within 12 months after the effective date of this Ordinance.

SECTION 4: This Ordinance is passed by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

[Remainder of this page intentionally left blank.]

SECTION 5: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

PASSED this ____ day of _____ 2013, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2013.

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
_____ 2013.

Introduced: June 18, 2013

Passed and Approved:

ATTACHMENT A

ZONING MATRIX

ADDRESS: 1447 Edgewood Ln.

CASE NO: 13-07-V2

ZONING: R-5

ITEM	REQUIREMENT	EXISTING	PROPOSED	TOTAL	STATUS
Min. Lot Size	8,400 SF	8,034 SF	N/A	N/A	Non-conforming
Min. Average Lot Width	60 FT	49.0 FT	N/A	N/A	Non-conforming
Max. Roofed Lot Coverage	2,169.24 SF (1)	2,063.48 SF	7.3 SF	2070.78 SF	OK
Max. Gross Floor Area	3,213.69 SF (1)	3,367 SF	7.3 SF	3,374.49 SF	160.8 SF (5%) VARIATION
Max. Impermeable Lot Coverage	4,017.12 (1)	3,569.78 SF	29.3 SF	3,599.08 SF	OK
Min. Front Yard (South)	30 FT	31.87 FT (2)	N/A	N/A	OK
Min. Side Yard (West)	6.0 FT	6.22 FT (2)	N/A	N/A	OK
Remaining Side Yard (East)	8.0 FT	1.45 FT (3)	1.5 FT (4)	N/A	6.5' FT (81%) VARIATION
Min. Rear Yard (East)	24.15 FT	26.41 FT (3)	24.65 FT (4)	N/A	OK

NOTES:

(1) Based on lot area of 8,034.24 SF

(2) Setback to existing residence.

(3) Setback to existing garage.

(4) Setback to proposed garage. Since the garage is not located within the rear 1/4

ATTACHMENT B

CASE NO. _____

APPLICATION FOR VARIATION
WINNETKA ZONING BOARD OF APPEALS

Owner Information:

Name: Ryan Tripton

Property Address: 1447 Edgewood lane

Home and Work Telephone Number: 312-799-0035 cell 312-425-0275 work

Fax and E-mail: ryan.tripton@heitman.com

Architect Information: Name, Address, Telephone, Fax & E-mail:

Attorney Information: Name, Address, Telephone, Fax & E-mail:

Date Property Acquired by Owner: 5/2/12

Nature of Any Restrictions on Property: _____

Explanation of Variation Requested: separate sheet is attached
(Attach separate sheet if necessary)

OFFICE USE ONLY

Variation Requested Under Ordinance Section(s): _____

Staff Contact: _____ Date: _____

ATTACHMENT B

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: *Ryan Ferguson* Date: 4/9/13

(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.

ATTACHMENT B

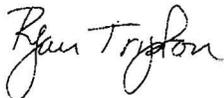
Request for Zoning Variance

I would like to ask permission for a variance, so that I can rebuild my existing 1 story, 2 car garage with a new 1 story, 2 car garage, in the same location that it exists today. My current garage is leaning over, and is unsafe for use. I have spoken to officers in the Community Development office, and have come to understand that my current garage location is in a non-conforming location, and if I were to rebuild it, I would have to move it 6 feet from the existing lot lines, in order to abide by Winnetka code. I have looked for confirming alternatives, but for the following reasons, I cannot find any reasonable alternative.

My request for a variance is based on two hardships. If I were to abide by Winnetka code and place the garage 6 feet from each lot line: 1) I would be forced to place a new garage in the center of my backyard, which would render that backyard dysfunctional, and 2) Because of the unique conditions of my home and driveway, if I were to place the garage 6 feet from my eastern property line, it would be impossible to make such a tight turn to get a car into the western garage spot (see site plan for more detail). I would also be unable to back the car(s) out of the garage, as it would bump directly into my back porch. 1 stall, and possibly 2 stalls would become functionally obsolete.

My request is to build the same functional sort of single story 2 car garage that I have today, in the same location. That way I can maintain my home's functionality in the same manner as originally intended. I *do not* wish to do any add-ons or second story on top of the garage.

Thank you for your consideration.



Ryan Tripton

Direct answers to Zoning Variations Questions on Page 4

1. My current 2 garage that exists on the property today is leaning over, and is unsafe for occupancy. I must rebuild it. If I tear it down, I would then have a home that is clearly non-standard for Winnetka (a home with no garage). Rebuilding this as a new 2 car garage will not alter the use of the home today, above a common standard. I am replacing a 2 car garage with a 2 car garage.
2. My unique circumstance has to do with where my home sits, and where the driveway is. From the site plan, you can see how if I were to have to move my garage into the center of the property, 6 feet from the lot lines, I would be unable to move a car into one of the garage spots; the turn would be so severe around the north east side of my home that I would not be able to get the cars properly in and out of the garage. Additionally, if I were to move the home north 5 feet into the center of the back yard, I would be placing a garage in the center of my greenspace. That would severely dilute my property value, and force me to lose the general use of my backyard for my kids.
3. If this variation is granted, it will not alter the essential character of the locality.
4. I certify that no impairment of light or air will be forced upon my neighbors from rebuilding this garage. Currently, my garage is next to my neighbor's back yard.
5. I certify that I will build the garage to Winnetka code.
6. I certify that the taxable value of the land and buildings throughout the Village will not diminish, because I am replacing a 1 story garage with a new 1 story garage.
7. I certify that the congestion in public streets will not increase, because I currently have 2 garage spots, and I intend to replace it with 2 garage spots
8. I certify that the public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be impaired as a result of this new garage.

ATTACHMENT B

PROFESSIONALS ASSOCIATED SURVEY, INC.

PROFESSIONAL DESIGN FIRM NO. 184-003023

7100 N. TRIPP AVENUE
LINCOLNWOOD, ILLINOIS 60712
www.professionalsassociated.com

TEL: (847) 675-3000
FAX: (847) 675-2167
e-mail: pa@professionalsassociated.com

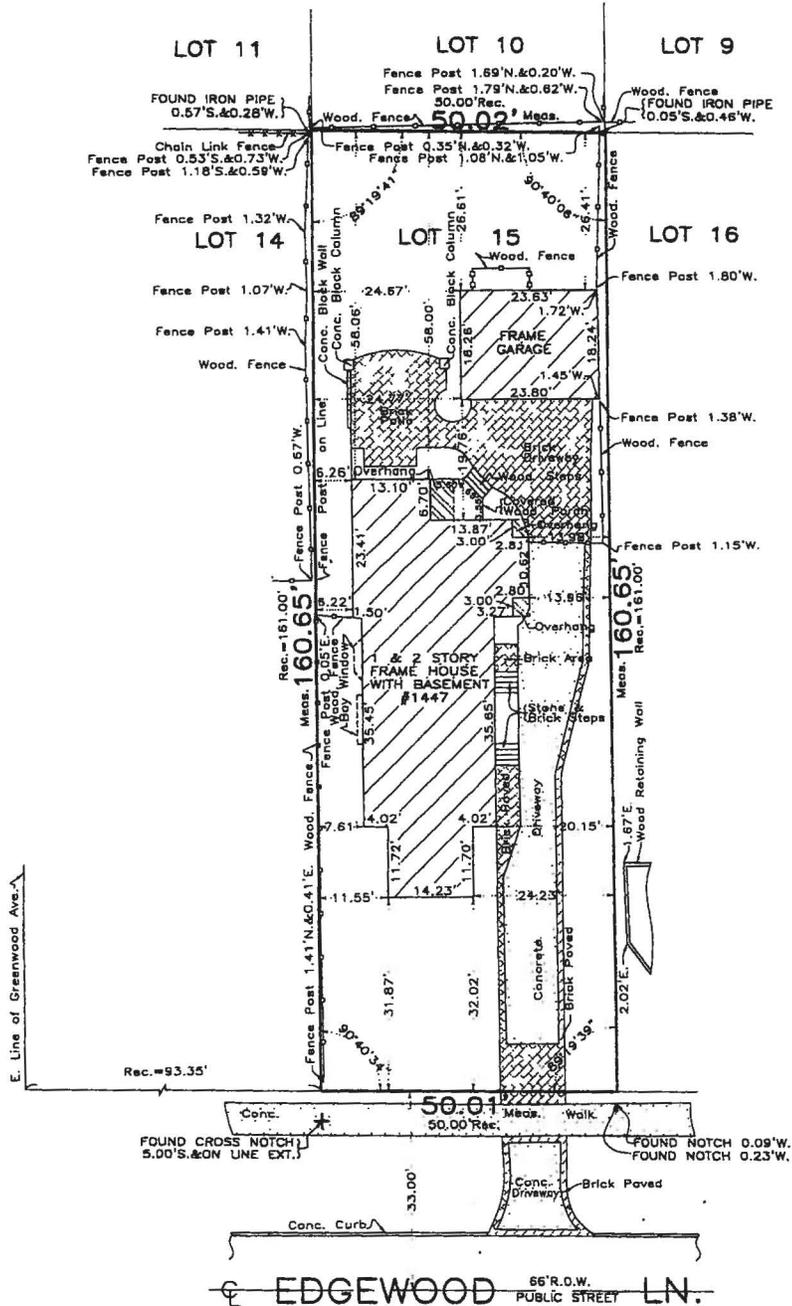
PLAT OF SURVEY

OF

LOT 15 IN BLOCK 21 IN CHICAGO NORTH SHORE LAND COMPANY'S
SUBDIVISION IN SECTION 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LAND TOTAL AREA: 8,034.24 SQ.FT. = 0.184 ACRE.

COMMONLY KNOWN AS: 1447 EDGEWOOD LANE, WINNETKA, ILLINOIS.



THE LEGAL DESCRIPTION SHOWN ON THE PLAT HEREBON
DRAWN IS A COPY OF THE ORDER, AND FOR ACCURACY
SHOULD BE COMPARED WITH THE TITLE OR DEED.
DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.
BUILDING LINES AND BASEMENTS ARE SHOWN ONLY WHERE
THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO
YOUR DEED OR ABSTRACT.

Order No. 12-84574
Scale: 1 inch = 20 feet.
Date of Field Work: March 19, 2012.
Ordered by: JULIE L. GALASSINI
Attorney at Law



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
THIS SURVEY HAS BEEN ORDERED FOR SURFACE
DIMENSIONS ONLY, NOT FOR ELEVATIONS.
THIS IS NOT AN ALTA SURVEY.
COMPARE ALL POINTS BEFORE BUILDING BY SAME AND
AT ONCE REPORT ANY DIFFERENCE.

State of Illinois ss.
County of Cook
We, PROFESSIONALS ASSOCIATED SURVEY, INC., do hereby
certify that we have surveyed the above described property and that,
to the best of our knowledge, the plat hereon drawn is an accurate
representation of said survey.
March 21, 2012
Agenda Packet
I. PROF. LAND SURVEYOR - LICENSE NO. 035-007819

ATTACHMENT C

LOT 11

LOT 10

LOT 9

FOUND IRON PIPE 0.57'S.&0.28'W.
 Chain Link Fence
 Fence Post 0.53'S.&0.73'W.
 Fence Post 1.18'S.&0.59'W.
 Wood. Fence
 Fence Post 1.69'N.&0.20'W.
 Fence Post 1.79'N.&0.62'W.
 50.00'Rec.
 50.02' Meas.
 Wood. Fence
 FOUND IRON PIPE 0.05'S.&0.46'W.

LOT 14

LOT 16

3.A.2
 Site plan
 of proposed
 garage

Fence Post 1.32'W.
 Fence Post 1.07'W.
 Fence Post 1.41'W.
 Wood. Fence
 Conc. Block Wall
 Conc. Block
 24.67'
 58.06'
 58.00'
 22'
 20'
 new
 garage
 1.5' from lot line
 1' apron concrete

Wood. Fence
 Fence Post 0.67'W.
 Fence Post on Line
 Fence Post 0.95'E.
 Wood. Fence
 6.26'
 23.41'
 1.50'
 6.22'
 13.10'
 6.70'
 19.76'
 13.87'
 5.00'
 2.81'
 13.98'
 Fence Post 1.38'W.
 Wood. Fence
 Fence Post 1.15'W.

Rec.=161.00'
 Meas. 160.65'
 1 & 2 STORY
 FRAME HOUSE
 WITH BASEMENT
 #1447
 Brick Driveway
 Wood. Steps
 Covered
 Wood. Porch
 Overhang
 3.00'
 2.80'
 13.96'
 3.27'
 Overhang
 Brick Area
 Stone &
 Brick Steps

35.45'
 35.65'
 7.61'
 4.02'
 4.02'
 20.15'
 11.55'
 11.72'
 14.23'
 24.23'
 Concrete
 Brick Paved
 Driveway
 1.67'E.
 Wood Retaining Wall
 trees

Rec.=93.35'
 Fence Post 1.41'N.&0.41'E.
 Wood. Fence
 31.87'
 32.02'
 2.02'E.
 90°40'34"

Conc. 50.01' Meas.
 50.00'Rec.
 Walk.
 FOUND CROSS NOTCH 5.00'S.&ON LINE EXT.
 FOUND NOTCH 0.09'W.
 FOUND NOTCH 0.23'W.
 Conc. Driveway
 Brick Paved
 Agenda Packet P. 120

SITE PLAN
 Proposed Garage

ATTACHMENT D

WINNETKA ZONING BOARD OF APPEALS

MAY 13, 2013

(Excerpted Minutes)

Zoning Board Members Present: Joni Johnson, Chairperson
Mary Hickey
Bill Krucks
Carl Lane
Jim McCoy
Scott Myers
Chris Blum

Zoning Board Members Absent: None

Village Staff: Michael D’Onofrio, Director of Community Development

Agenda Items:

Case No. 13-07-V2 1447 Edgewood Ln.
Variation by Ordinance
1. Maximum Building Size
2. Garages

1447 Edgewood Ln., Case No. 13-07-V2, Variation by Ordinance - (1) Maximum Building Size and (2) Garages

Mr. D’Onofrio read the public notice. The purpose of this hearing is to hear testimony and receive public comment regarding a request by Ryan Tripton concerning a variation by Ordinance from Section 17.30.110 [Garages] and Section 17.30.040 [Maximum Building Size] of the Winnetka Zoning Ordinance to permit the replacement of a detached garage that will result in a side yard setback of 1.5 feet, whereas a minimum of 8 feet is required, a variation of 6.5 feet (81%), and a total Gross Floor Area of 3374.49 square feet, whereas a maximum of 3213.69 is permitted, a variation of 160.8 feet. (5%).

Chairperson Johnson swore in those that would be speaking on this case.

Mr. Lane left the meeting at this time.

Ryan Tripton introduced himself to the Board as the property owner. He stated that the purpose

of the request is to rebuild the garage. Mr. Tripton informed the Board that the existing garage is leaning over and is structurally unsound. He stated that they would like to rebuild the same two car detached garage. Mr. Tripton also stated that they would not be adding a dual level and that the garage would be replaced exactly as it stood today.

Mr. Tripton stated that the change they are proposing is to modify the size of the rectangle (garage dimensions) and make it long as opposed to oblong. He stated that with regard to the requested variation, the garage should be located 8 feet from the lot line and that they are requesting to replace the garage in the same location which is at 1½ feet from the lot line. Mr. Tripton then stated that the hardship related to moving the garage 8 feet into the property and that if it were moved to the center, they would not be able to make the turn to get a vehicle into one stall and would lose functionality. He reiterated that they are asking to rebuild the garage in the same location at 1½ feet from the lot line.

Mr. Tripton then stated with regard to the counter argument, it related to moving the garage further back into the backyard. He stated that in response, that alternative would create another hardship and that they would lose green space. Mr. Tripton stated that they do not want to lose the backyard.

Chairperson Johnson asked if there were any questions.

Mr. Krucks asked Mr. Tripton if they planned to use the footprint of the existing garage or put in a new slab.

Mr. Tripton confirmed that there would be a new slab and that there are cracks in the existing slab and that the garage flooded. He noted that they planned to start from scratch. Mr. Tripton noted that there would be a slight modification to the footprint and that the existing garage is 24 feet wide and 18 deep and that the proposed garage would be 22 feet wide and 20 feet deep. He informed the Board that the reason they are not going 24 wide is that they are attempting to reduce the building area and pull the garage in a little. Mr. Tripton also stated that they can only use one spot now.

Mr. Blum asked how the garage is used currently.

Mr. Tripton stated that one spot is easy to access and that the other cannot and that they use it for storage.

Mr. Blum then asked how that would change with a new garage in the same location.

Mr. Tripton referred to an 8 foot wide door then a 3 foot wall and then another 8 foot door. He stated that they are proposing a footprint with one 18 foot wide door in order get vehicles in tight on the right side.

Mr. D'Onofrio asked if it would be a front facing garage.

Mr. Tripton indicated that he did not know.

Chairperson Johnson then asked how the Board should proceed.

Mr. Myers suggested that there are two variations now. He then asked Mr. Tripton if they really needed an 18 foot door.

Mr. Tripton responded that they would have to squeeze the vehicles into 16 feet and that they wanted an 18 foot door in connection with the turning radius.

Mr. D'Onofrio indicated that it is not that unusual. He then stated that for 22 feet in width, they can have two 9 foot garage doors.

Mr. Myers stated that given the application on paper for replacing the garage, the Board can vote on that and that if the applicants wanted to come back for an 18 foot garage door, they can do that.

Mr. D'Onofrio confirmed that is correct.

Chairperson Johnson stated that the request should be made clear for the record.

Mr. D'Onofrio noted that there was no request for a garage door [width] with the variation submitted.

Chairperson Johnson informed Mr. Tripton that they can come back to the next meeting.

Mr. Tripton stated that they planned to build to the code requirements for the garage doors.

Mr. Myers suggested that the Board vote on the request and that if the applicants decided that they cannot live without an 18 foot garage door, they can come back. He indicated that the Board assumed that there would be two 9 foot garage doors.

Chairperson Johnson asked if there were any other questions. No additional questions were raised by the Board at this time. She then called the matter in for discussion.

Mr. Krucks stated that the only issue related to the side yard setback and that they are limited with regard to the way it was presented. He referred to the requirements and stated that the request is consistent with other situations where there have been falling down detached garages. Mr. Krucks stated that he would be in favor of the side yard variation.

Chairperson Johnson informed the Board that she visited the property and that the garage did not seem to be in bad shape and that there were new wood beams.

Mr. Tripton informed the Board that they purchased the property last May and referred to the 100% conforming garage. He stated that it is leaning over and that the garage doors have a tilt and is being supported with wood beams.

Mr. Krucks stated that the Board can approve the variation as submitted with the understanding that the Board was not asked to approve an 18 foot garage door on almost the same footprint. He stated that the current garage is in disrepair and needed to be replaced.

Mr. McCoy agreed with Mr. Krucks' comments.

Chairperson Johnson stated that she would like to add that a zoning variation was granted in 2002 allowing a proposed addition to the home which was built without requiring the garage to be relocated. She stated that if they were to rebuild the garage and move it back, the applicants would receive a 400 square foot allowance which she commented would be handy in the future. Chairperson Johnson also stated that they would lose a portion of the grass behind the garage and suggested that the applicants keep that in mind.

Mr. Blum agreed with Chairperson Johnson's suggestion.

Mr. Tripton stated that they would prefer a vote now.

Chairperson Johnson then asked for a motion.

Mr. McCoy moved to recommend approval of the construction of the garage in connection with the fact that with regard to reasonable return and unique circumstances, the applicants cannot park both vehicles in the garage now and that it is falling down. He stated that the request would not alter the character of the locality and that the light and air to surrounding properties would not be affected. Mr. McCoy stated that there would be no hazard from fire and that the taxable value of the land would not be affected. He stated that congestion would not increase and that the public health, safety, comfort, morals and welfare of the Village will not be otherwise impaired.

Chairperson Johnson stated that she would like to add the hardship of losing a portion of the yard they have behind the garage and to move it to the north would not require a GFA or setback variation.

Mr. Myers seconded the motion. A vote was taken and the motion was unanimously passed, 6 to 0.

AYES: Hickey, Johnson, Krucks, McCoy, Myers, Blum

NAYS: None

FINDINGS OF THE ZONING BOARD OF APPEALS

The evidence in the judgment of the Zoning Board of Appeals has established:

1. The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the zoning regulations, in that the existing garage is in a dilapidated condition and as such not fully functional.

2. The plight of the applicants is due to unique circumstances which are related to the property and not the applicants give that it is being proposed to reconstruct the garage in approximately the same location as the existing one, which is in a nonconforming location. Furthermore, if it were to be located in a conforming location a significant amount of open space would be lost, along with an increase in impermeable surface.
3. The variation, if granted, will not alter the essential character of the locality; a detached garage is the type of improvement typically associated with a single family home.
4. An adequate supply of light and air to adjacent property will not be impaired by the proposed variations, as there are no proximate structures to the proposed addition.
5. The hazard from fire or other damages to the property will not be increased as the proposed improvements shall comply with building code standards, including fire and life safety requirements.
6. The taxable value of land and buildings throughout the Village will not diminish. The proposed construction is generally an improvement to the property.
7. Congestion in the public streets will not increase. The structure will continue to be used as a single-family residence.
8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired



Agenda Item Executive Summary

Title: Ordinance M-10-2013: 350 Locust, Variation- Introduction

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date: 06/18/2013

Consent: YES NO

<input checked="" type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input type="checkbox"/>	Informational Only

Item History:

None.

Executive Summary:

Ordinance M-10-2013 grants a variation from the minimum corner yard setback requirements of Section 17.30.050 of the Winnetka Zoning Ordinance to permit the addition of an attached garage that will result in a corner yard setback of 7.53 feet from the Willow Road street frontage, a variation of 20.47 feet (73.1%) from the required minimum of 28 feet.

The variation is being sought to allow the construction of a new two car, attached garage along the north side of the existing home. The proposed garage would measure 21.66 feet by 26.42 feet and would replace an existing two car attached garage that is proposed to be converted into a family room. The Subject Property is a corner lot located at the southwest corner of Willow Road and Locust Road, and is therefore required to have the equivalent of two "front" yards: a minimum "front yard" setback of 38.78 feet on the east side of the lot, along Locust Road and a minimum "corner yard" setback of 28 feet on the north side of the lot, along Willow Road.

A request for a second variation to allow for an 18-foot wide garage door was withdrawn after discussion at the Zoning Board of Appeals hearing the applicant withdrew the variation request.

The ZBA voted unanimously to recommend that the corner yard setback variation be granted.

Recommendation / Suggested Action:

Consider introduction of Ordinance M-10-2013, granting a corner yard setback variation to allow for the construction of an attached garage.

Attachments:

- 1) Agenda Report
- 2) Ordinance M-10-2013
- 3) Attachment A: Zoning Matrix
- 4) Attachment B: Application
- 5) Attachment C: Site Plan/Building Plans
- 6) Attachment D: Conforming Alternative Plans
- 7) Attachment E: ZBA minutes

AGENDA REPORT

TO: Village Council

PREPARED BY: Michael D'Onofrio, Director of Community Development

SUBJECT: **Ordinance M-10-2013 - 350 Locust Road**
Variation from Minimum Corner Yard Setback

DATE: June 6, 2013

Ordinance M-10-2013 grants a variation by Ordinance from Section 17.30.050 [Minimum Corner Yard Setback] and Section 17.30.110 [Garages] of the Winnetka Zoning Ordinance to permit the addition of an attached garage that will result in a corner yard setback of 7.53 feet, whereas a minimum of 28 feet is required, a variation of 20.47 feet (73.1%).

The applicants, Scott and Lauren Lewis, are requesting the variation in order to construct a two car attached garage along the north side of the existing home. The proposed garage would measure 21.66 feet by 26.42 feet and would replace an existing two car attached garage that is proposed to be converted into a family room. The lot is located at the southwest corner of Willow Road and Locust Road and as a corner lot, is required to have two front yards: the actual "front yard" along Locust Road, and a "corner yard" along Willow Road. The required "front yard" along the Locust Road frontage (the east side of the lot) is a minimum of 38.78-feet, while the required "corner yard" setback along the Willow Road frontage is 28 feet.

The existing building has a conforming setback along Locust Road of 58.54 feet, and the proposed new garage would also have a conforming setback along Locust Road, measuring 86.81 feet. The variation request is for the "corner yard," which is the yard adjacent to Willow Road (the north side of the lot). The required setback for this yard is 28 feet. Although the existing structure has a conforming corner yard setback of 29.2 feet, the proposed new garage would be attached to the north side of the existing building, resulting in a 7.53 foot setback. Like the existing garage, the new garage would be accessed from a driveway off Locust Road. The new garage would require some reconfiguration of the driveway, including making it wider on the east and narrower on the north.

The original application also included a second variation to permit an 18-foot wide garage door. Section 17.30.110 of the Zoning Ordinance limits the width of individual front-facing garage doors to 9 feet. This regulation is applied because the garage door is proposed to face Willow Road, which is considered a front yard. After discussing this variation request with the ZBA, the petitioners withdrew the garage door request and will comply by installing two 9 foot wide doors.

The property is located in the R-4 Single Family Residential District. The home was constructed in 1938. Subsequent building permits were issued: in 1965 for a room addition; and in 1990 for a room addition and interior remodeling. The petitioners purchased the property in May 2011.

There have been no previous zoning variations for this property.

At its May meeting, the ZBA considered the request for the variations. The ZBA questioned the applicant about relocating the garage to a conforming location, and the applicant provided two conforming alternatives that would not require zoning relief: an attached garage at the rear of the house, and a detached garage in the southeast corner of the Subject Property. (Attachment D) At the conclusion of the case, the full ZBA voted unanimously in favor of recommending that the variation be granted.

Introduction of the ordinance requires the concurrence of a majority of the Council.

Recommendation

Consider introduction of Ordinance M-10-2013, granting a variation for corner yard setback to allow for the construction of an attached garage.

Attachments

Ordinance M-10-2013

Attachment A: Zoning Matrix

Attachment B: Application

Attachment C: Site Plan/Building Plans

Attachment D: Conforming Alternative Plans

Attachment E: ZBA minutes

ORDINANCE NO. M-10-2013

**AN ORDINANCE GRANTING A VARIATION IN
THE APPLICATION OF THE ZONING ORDINANCE
OF THE VILLAGE OF WINNETKA,
COOK COUNTY, ILLINOIS (350 Locust)**

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village; and

WHEREAS, the Council of the Village of Winnetka (“Village Council”) find that establishing standards for the use and development of lands and buildings within the Village and establishing and applying criteria for variations from those standards are matters pertaining to the affairs of the Village; and

WHEREAS, the property commonly known as 350 Locust Road Winnetka, Illinois (the “Subject Property”), is legally described as follows:

Lots 18 and 19 (Except the South 40 Feet thereof) in Alles Subdivision of the Northeast ¼ of the Southwest ¼ of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, recorded as document number 9327144 in Cook County, Illinois; and

WHEREAS, the Subject Property is located in the R-4 Zoning District provided in Chapter 17.16 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code; and

WHEREAS, on April 9, 2013, the owners of the Subject Property filed an application for the following variations from requirements of the Lot, Space, Bulk and Yard Regulations for Single Family Residential Districts established by Chapter 17.30 of the Zoning Ordinance: (a) a variation from the minimum corner yard setback provisions of Section 17.30.050 of the Zoning Ordinance, to permit the addition of an attached garage that will result in a north corner yard setback of 7.53 feet, which exceeds the required minimum setback of 28 feet, resulting in a variation of 20.47 feet (73.1%); and (b) a variation from the provisions of Section 17.30.110 of the Zoning Ordinance pertaining to widths of front-facing garage doors, to allow a single garage door with a width of 18 feet, rather than the allowable two 9-foot wide doors, said variations being requested to allow the construction of a new attached garage alongside the north building line at the rear of the home on the Subject Property; and

WHEREAS, on May 13, 2013, on due notice thereof, the Zoning Board of Appeals conducted a public hearing on the requested variations, at which time the owners withdrew their request for the garage door variation; and

WHEREAS, upon the completion of the May 13, 2013, hearing, after considering conforming alternatives for the location of the garage, the Zoning Board of Appeals, with all members present, has reported to the Council, unanimously recommending that the requested corner yard variation be granted; and

WHEREAS, there are practical difficulties associated with carrying out the strict application of the Zoning Ordinance with respect to the Subject Property in that: (a) the Subject

Property is a corner lot which is subject to front yard setbacks along both street frontages; (b) the residence and existing driveway are oriented to the front lot line along Locust Road; (c) the corner lot line of the Subject Property is formed by the Willow Road right-of-way, which is a heavily traveled main thoroughfare between Green Bay Road and interstate highways to the west, making access to the Subject Property from Locust Road the safer and preferred access; (d) the Subject Property is improved with an architecturally significant single family home, that was constructed in 1938 and designed by Homer G. Sailor, an architect who studied under Louis Sullivan, and whose homes in other locales are designated landmarks; and (e) constructing a detached garage in a conforming location in the rear yard would result in increased impermeable surface in the flood plain, the loss of one or more mature trees and the loss of green space in the rear yard; and

WHEREAS, the Subject Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the Zoning Ordinance, in that the proposed attached garage will provide a new garage with increased functionality, will allow the existing attached garage to be converted into living space that will bring the residence up to contemporary living standards by increasing the small kitchen area and creating a family room for informal gatherings; and

WHEREAS, the requested variation will not alter the essential character of the neighborhood because the design of the new garage will be compatible with the size and scale of the existing home; and

WHEREAS, the requested variation will not impair an adequate supply of light and air because there are no proximate structures to the proposed addition; and

WHEREAS, the requested variation will not increase the hazard from fire and other dangers to the Subject Property, as the proposed construction will comply with all applicable building and fire protection codes; and

WHEREAS, there is no evidence that the requested variation will diminish the taxable value of land and buildings throughout the Village, and the taxable value of the Subject Property is likely to be increased because of the proposed improvements; and

WHEREAS, the proposed construction will not contribute to congestion on the public streets, as the new garage will provide two enclosed off-street parking spaces and the Subject Property will continue to be used for single family residential purposes; and

WHEREAS, there is no evidence that the requested variation will otherwise impair the public health, safety, comfort, morals, and welfare of the inhabitants of the Village; and

WHEREAS, the requested variation is in harmony with the general purpose and intent of the Winnetka Zoning Ordinance, in that it allows the renovation, restoration and rehabilitation of a structurally sound existing building while maintaining the existing scale and appearance of the community and protecting established trees and landscaping; and

WHEREAS, this Ordinance has been placed on the Village Council's agenda and made available for public inspection at Village Hall and on the Village's web site, in accordance with Sections 2.04.040 and 2.16.040 of the Winnetka Village Code and applicable law.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Winnetka, as follows:

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

SECTION 2: The Subject Property, commonly known as 350 Locust Road and located in the R-4 Single-Family Residential District provided in Chapter 17.16 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code, is hereby granted a variation from the minimum corner yard setback provisions of Section 17.30.050 of the Lot, Space, Bulk and Yard Regulations for Single Family Residential Districts established by Chapter 17.30 of the Zoning Ordinance to permit the addition of an attached garage that will result in a north corner yard setback of 7.53 feet, which exceeds the required minimum setback of 28 feet, resulting in a variation of 20.47 feet (73.1%), said construction to be in accordance with the plans and elevations submitted with the application for variations.

SECTION 3: The variation granted herein is conditioned upon the commencement of the proposed construction within 12 months after the effective date of this Ordinance.

SECTION 4: This Ordinance is passed by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 5: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

PASSED this ____ day of _____ 2013, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2013.

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 _____ 2013.

Introduced: June 18, 2013

Passed and Approved:

ATTACHMENT A

ZONING MATRIX

ADDRESS: 350 Locust Rd.

CASE NO: 13-06-V2

ZONING: R-4

ITEM	REQUIREMENT	EXISTING	PROPOSED	TOTAL	STATUS
Min. Lot Size	13,300 SF	15,814 SF	N/A	N/A	CONFORMING
Min. Average Lot Width	70 FT	93.29 FT	N/A	N/A	CONFORMING
Max. Roofed Lot Coverage	4,269.82 SF (1)	1,843.92 SF	574.08 SF	2,418 SF	OK
Max. Gross Floor Area	4,977.83 SF (1)	3,709.64 SF	677.01 SF	4,144.96 SF	OK
Max. Impermeable Lot Coverage	7,907.08 SF (1)	4,230.42 SF	(795.78) SF	3,434.64 SF	OK
Min. Front Yard (East)	38.78 FT	58.54 FT (2)	86.81 FT	N/A	OK
Min. Corner (Front) Yard (North)	28 FT	29.2 FT (2)	7.53 FT	N/A	20.47 FT (73.1%) VARIATION
Min. Side Yard (South)	9.32 FT	21.5 FT	21.5 FT	N/A	OK
Min. Rear Yard (West)	25 FT	59 FT	55.12 FT	N/A	OK

NOTES:

(1) Based on lot area of 15,814.17 SF

(2) Setback to existing residence.

(3) Variation required to permit a front-facing attached garage door width of 18 ft., whereas the maximum width for an individual door is 9 ft., a 9 ft. (100%) variation.

ATTACHMENT B

CASE NO. _____

APPLICATION FOR VARIATION
WINNETKA ZONING BOARD OF APPEALS

Owner Information:

Name: Scott & Lauren Lewis

Property Address: 350 Locust Rd.

Home and Work Telephone Number: hm. 847-386-6668 wk 312-217-6103

Fax and E-mail: LP3928@gmail.com, scottlew732@gmail.com

Architect Information: Name, Address, Telephone, Fax & E-mail:

David N. Muriello, 635 N. Lombard Av., Oak Park
IL 60302

708-386-8090 dave@muriello@gmail.com

Attorney Information: Name, Address, Telephone, Fax & E-mail:

Scott Lewis, same

Date Property Acquired by Owner:

5/3/2011

Nature of Any Restrictions on Property:

Explanation of Variation Requested:
(Attach separate sheet if necessary)

relief from 21.97' setback
requirement along Willow Rd.

OFFICE USE ONLY

Variation Requested Under Ordinance Section(s): _____

Staff Contact: _____ Date: _____

ATTACHMENT B

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: *Samuel Lewis* Date: 4/9/13

(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.

ATTACHMENT B

Application for Variance for
350 Locust Rd.
Winnetka, Illinois

RESPONSE TO STANDARDS

April 9, 2009

We respectfully request a Zoning Variance to allow the construction of an attached garage having a 7.53' setback at the north side, where the minimum required side yard setback is 27.97'. The reason for this request is to provide a family room in the location of the current under sized garage and provide a properly functioning garage that maintains the character of the neighborhood and adds value to the community.

This request for variance does not change the intended use of the single family residence nor does it request to impinge on any neighboring building, therefore ensuring that adequate light, air and privacy are provided and maintained.

Following are responses to the Zoning Ordinance standards:

The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.

Response: Providing an attached garage at the rear of the house would severely reduce the size of the back yard, be uncharacteristic of the neighborhood and detract from the aesthetics, character and value of the community, all of which would prevent a reasonable return.

The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.

Response: Portions of the property are in the flood plain. Building the garage on the north side of the house will decrease the impervious surface area of the lot. Providing a garage at the rear of the house would severely increase the amount of impervious surface area. This rear location is in the flood plain. Also, there are existing trees along the north side of the property whose root structures would be damaged if the garage was built at the rear of the house.

The variation, if granted, will not alter the essential character of the locality.

Every effort has been made to ensure that the design and materials of the proposed addition is in keeping with the character of the neighborhood. Exterior materials and detailing will be harmonious with the existing house design.

An adequate supply of light and air to the adjacent property will not be impaired.

ATTACHMENT B

The proposed variation will not impair an adequate supply of light and air to the adjacent properties. There is no neighbor to the north.

The hazard from fire and other damages to the property will not be increased.

The proposed addition will comply with all code requirements regarding life and fire safety, and will not increase such hazards. There would be no hazard to this or adjacent properties (there is no neighbor to the north.)

The taxable value of the land and buildings throughout the Village will not diminish.

The proposed variation will not diminish the taxable value of land and buildings throughout the Village. This modest addition will increase the taxable value of the property.

The congestion in the public street will not increase.

This single family residence will remain as such and will not increase congestion on Locust Rd.

The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not otherwise be impaired.

Response: This proposed variation has taken into consideration conserving property values, protecting the character of the neighborhood and the effect on the neighboring properties, including privacy, in an effort to keep in harmony with the spirit and intent of this Zoning Ordinance. This variation will not impair public health or safety, and have no effect on morals and welfare of the inhabitants.

ATTACHMENT B

Michael D'Onofrio

From: Lauren Lewis <lf3928@gmail.com>
Sent: Tuesday, May 07, 2013 1:15 PM
To: Jill Morgan
Cc: Michael D'Onofrio
Subject: A message for the members of the Winnetka Zoning Board of Appeals
Attachments: Lewis-SK4-5.6.13.pdf; ATT00001.htm; Lewis-SK1-5.6.13.pdf; ATT00002.htm; Lewis-SK2-5.6.13.pdf; ATT00003.htm; Lewis-SK3-5.6.13.pdf; ATT00004.htm

Dear Members and Neighbors,

Enclosed please find four architectural drawings related to the zoning variance applied for 350 Locust Road that we hope will be informative. The matter is scheduled to be heard by the zoning board on May 13, 2013.

We moved to 350 Locust Road in May 2011 to raise our family. Our son Charlie will be 2 this July. We love our home and plan to live in this wonderful community for the rest of our lives

As we will explain in more detail at the hearing, our current garage requires a 5-point or a 7-point turn to enter. In addition, our current kitchen is only 97 square feet, which is significantly less than the average Winnetka home and inadequate for a growing family. Moreover, Homer G. Sailor, who was a draftsman for Louis Sullivan, designed our home, which was built in 1938. His homes are designated as historic in Glencoe and Highland Park, among other localities. Our only reasonable option to bring our home into the 21st century is through the plan set forth on SK2 (A) (as referenced below). The other alternatives present insurmountable issues with no reasonable solutions. We hope that the board will recognize that instead of demolishing our house, which adds to the character of the community, we wish to save it.

The enclosed drawings are as follows:

- SK1-Existing Site Plan
- SK2- (A) Proposed Site Plan
- SK3- (B) Alternate Site Plan
- SK4 - (C) Alternative Site Plan

The goal of our proposed renovation/addition is to obtain a functioning garage, an adequate kitchen for a family, and preserve our family home without negatively impacting the community, our neighbors or the natural environment. Please feel free to call us with any questions and we look forward to discussing this matter with you on May 13.

Best Regards,

Scott and Lauren Lewis

PLAT OF SURVEY

LEGAL DESCRIPTION

LOTS 18 AND 19 (EXCEPT THE SOUTH 40 FEET THEREOF) AND THE EAST 30 FEET OF LOT 20 (EXCEPT THE SOUTH 40 FEET THEREOF) IN ALLEN'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NUMBER 9327144 IN COOK COUNTY, ILLINOIS.

Commonly Known as: **350 LOCUST ROAD WINNETKA, ILLINOIS.**

STATE OF ILLINOIS)
COUNTY OF DU PAGE) S.S.)

I GREGORY L. POWELL, DO HEREBY CERTIFY THAT THE PLAT SHOW HEREON IS A CORRECT REPRESENTATION OF A SURVEY OF THE LOT PURSUANT TO THE "MINIMUM STANDARDS OF PRACTICE," 60 IL.ADMIN.CODE, SECTION 1-270.56(b)(6)(F) PERFORMED AT AND UNDER MY DIRECTION. THIS PROFESSIONAL SERVICE CONFORMS THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 3RD DAY OF MAY, A.D. 2011, MY LICENSE EXPIRES 1/5/2012



GREGORY L. POWELL
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3167

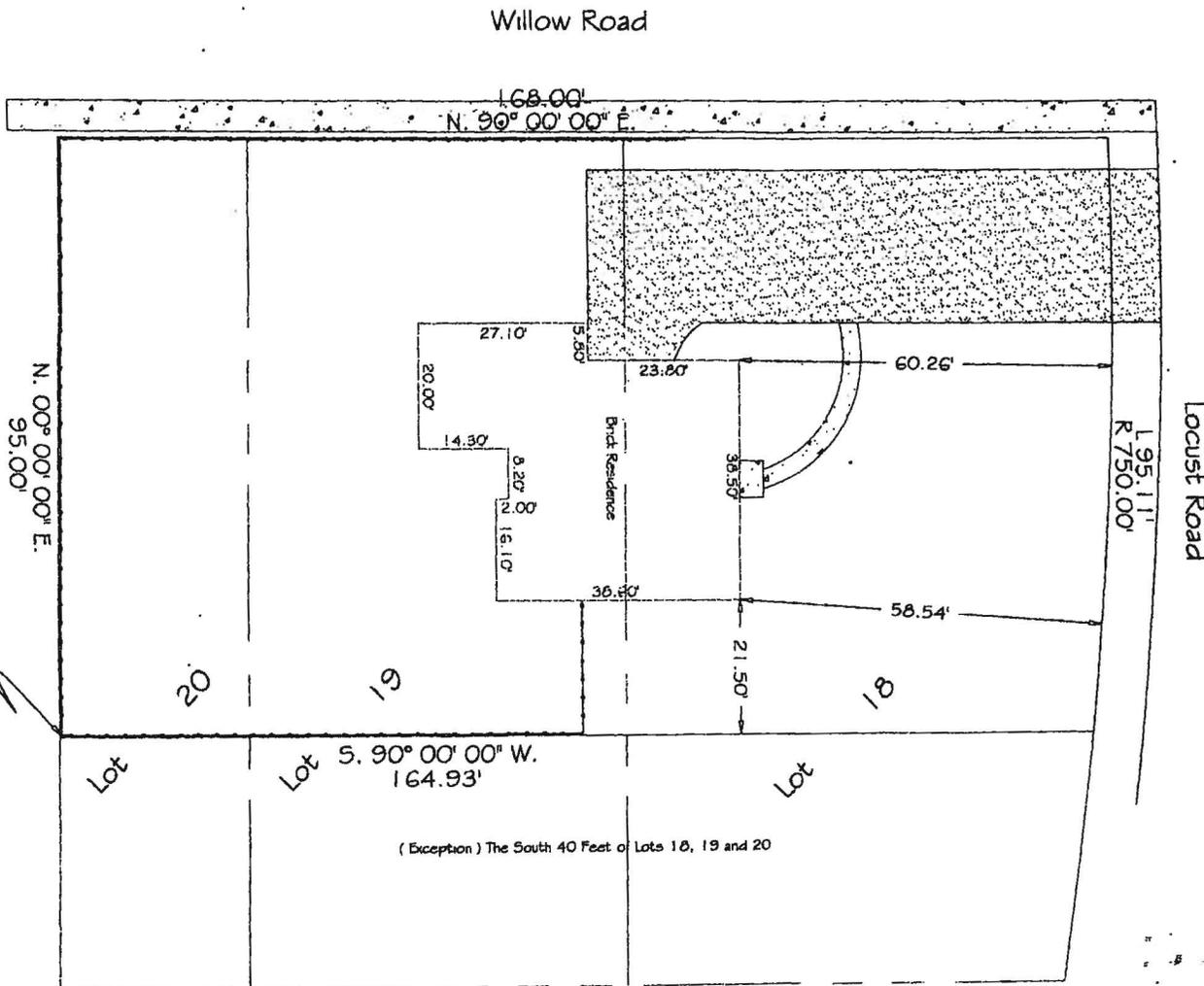
Drawn by	glp
Checked	glp
Approved	glp
Scale	1" = 20'

Prepared for:
Law Office Of Jennifer M. Baratta
310 W. Fremont St.
Arlington Hts, Illinois 60004



G. Powell
Professional Land Surveyors

5892 Chatsworth Court
Hanover Park, Illinois 60133
Phone (630) 540-2557
Fax (630) 540-2558



Lot 20 Lot 19 Lot 18

S. 90° 00' 00" W. 164.93'

(Exception) The South 40 Feet of Lots 18, 19 and 20

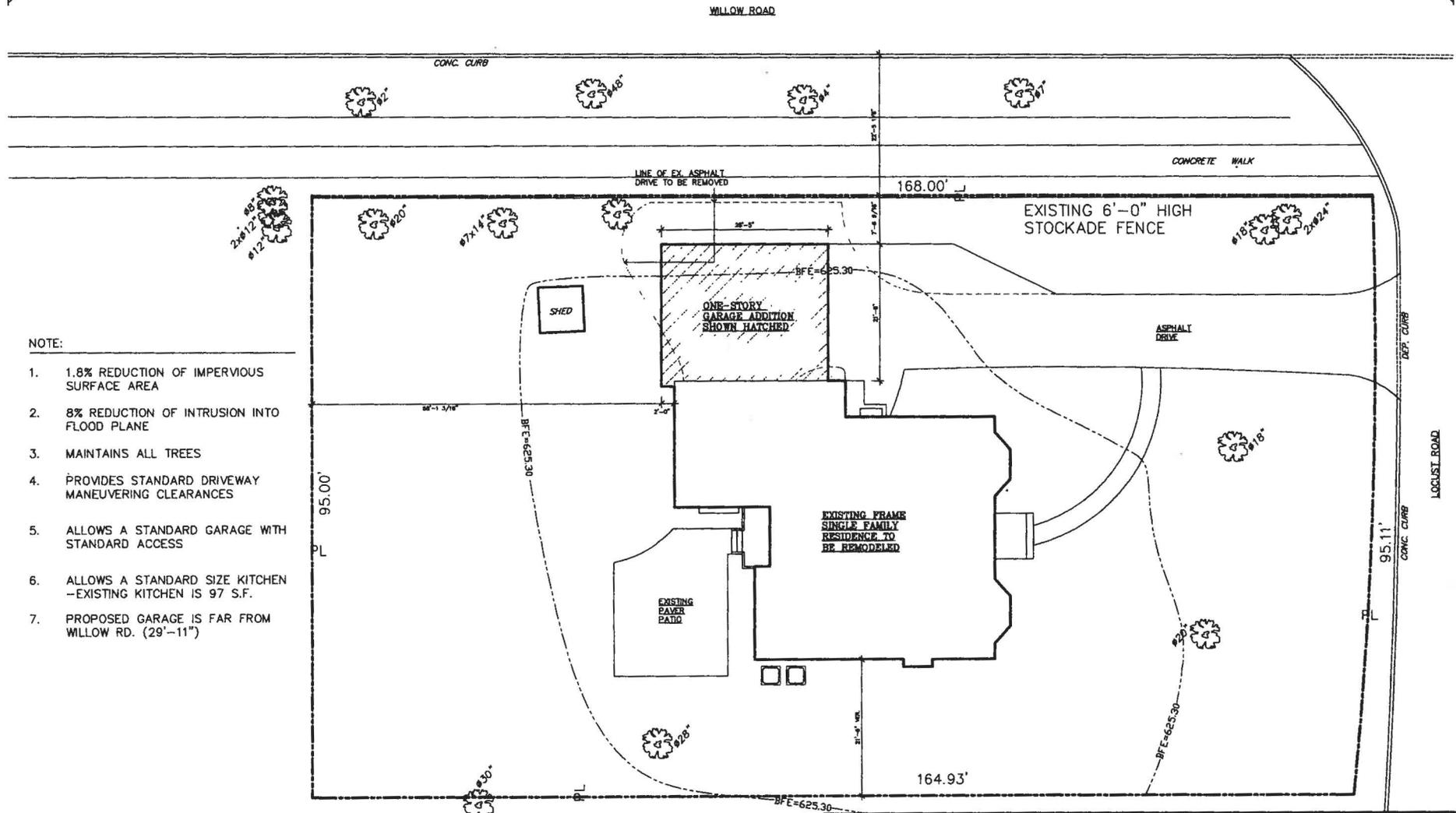
SURVEYOR'S NOTE:

IRON PIPES AT ALL PROPERTY CORNERS UNLESS NOTED OTHERWISE

MAY 26 2013

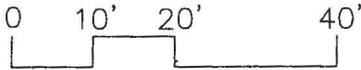
ATTACHMENT B

ATTACHMENT C



- NOTE:
1. 1.8% REDUCTION OF IMPERVIOUS SURFACE AREA
 2. 8% REDUCTION OF INTRUSION INTO FLOOD PLANE
 3. MAINTAINS ALL TREES
 4. PROVIDES STANDARD DRIVEWAY MANEUVERING CLEARANCES
 5. ALLOWS A STANDARD GARAGE WITH STANDARD ACCESS
 6. ALLOWS A STANDARD SIZE KITCHEN -EXISTING KITCHEN IS 97 S.F.
 7. PROPOSED GARAGE IS FAR FROM WILLOW RD. (29'-11")

A PROPOSED SITE PLAN



DAVID MURIELLO ARCHITECT

635 N. LOMBARD AVENUE
OAK PARK, ILLINOIS 60302
708.386.0090

© COPYRIGHT 2013 DAVID J. MURIELLO

4.27.13

PROJECT:
LEWIS RESIDENCE
ADDITION AND REMODELING
305 LOCUST RD.
WINNETKA, ILLINOIS

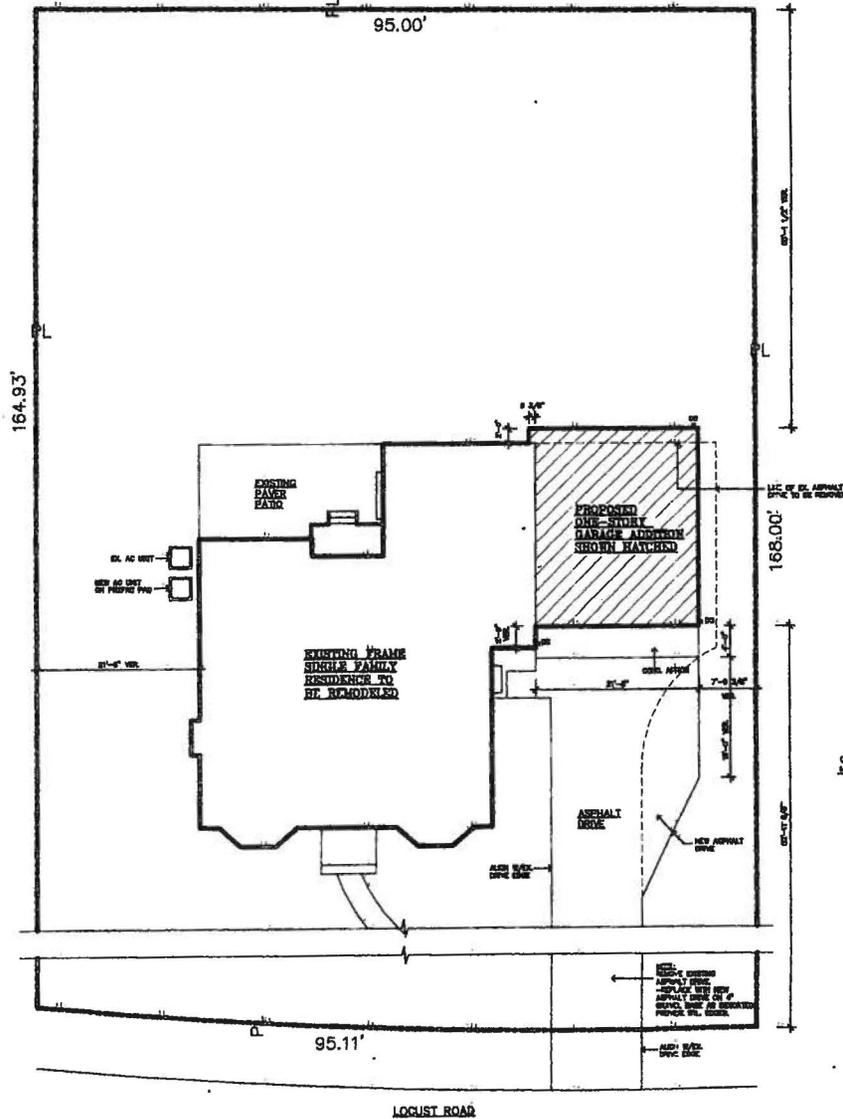
PROJECT NUMBER: 3019
DRAWN BY: DM
FILE NAME: LEWIS-SITE

SK2

SHEET OF

ATTACHMENT C

LEWIS RESIDENCE ADDITION AND REMODELING 350 LOCUST RD., WINNETKA, ILLINOIS



SITE PLAN

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLY WITH THE BUILDING CODE OF WINNETKA ILLINOIS.

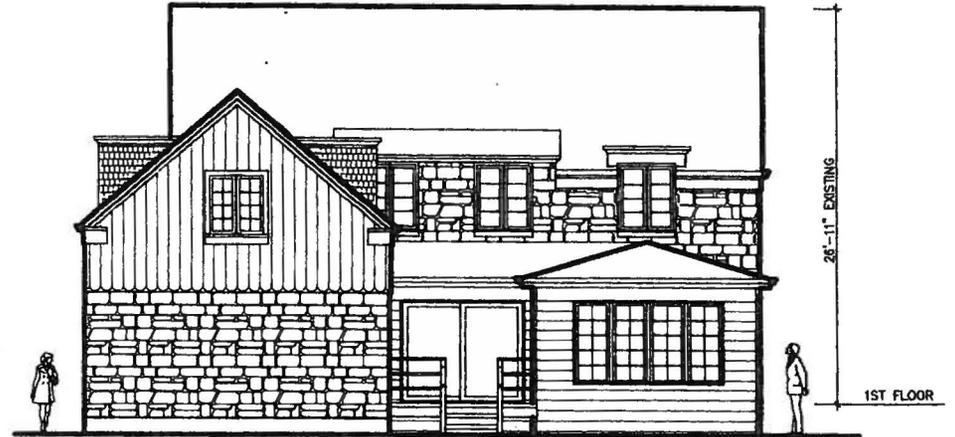
DAVID J. MURIELLO
ILLINOIS REG. #001-8814
EXPIRATION DATE _____ DATE _____

TABLE OF CONTENTS	
A1	SITE PLAN
A2	FLOOR PLAN, DEMOLITION PLAN
A3	BASEMENT/ FOUNDATION PLAN, SCHEDULES, DIAGRAMS
A4	EXTERIOR ELEVATIONS, GARAGE SECTION
A5	INTERIOR ELEVATIONS
A6	GENERAL NOTES
A7	DETAILS
E1	ELECTRICAL PLAN
PROJECT:	
LEWIS RESIDENCE ADDITION AND REMODELING 350 LOCUST ROAD WINNETKA, ILLINOIS	
PROJECT NUMBER: 2018 SHEET NO. 01 FILE NAME: LEWIS-SITE	
© COPYRIGHT 2018 DAVID J. MURIELLO	
1/4" = 1'	
SITE PLAN	
A1	
SHEET 1 OF 8	
• DAVID • MURIELLO ARCHITECT	
• 430 N. LOREMOY AVENUE • • CHICAGO, ILLINOIS 60610 •	

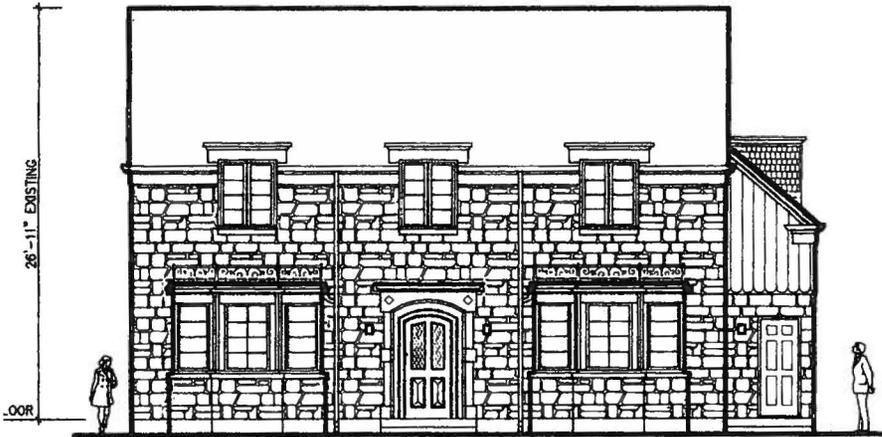
ATTACHMENT C



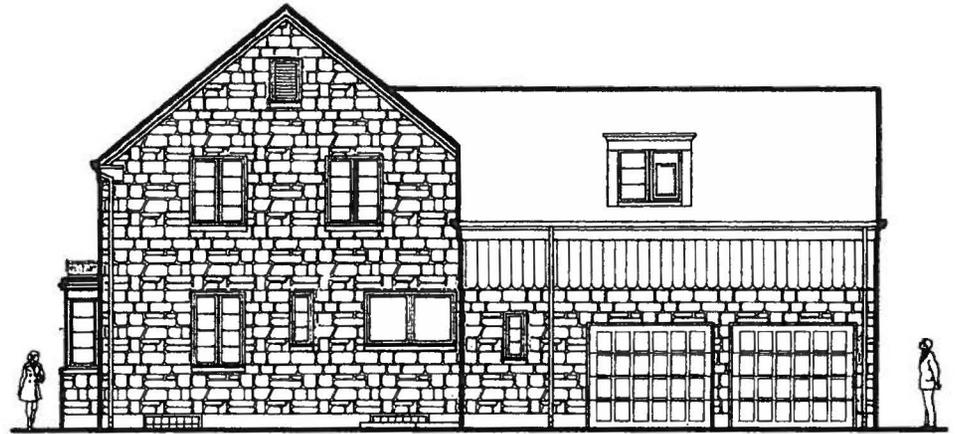
350 LOCUST RD.
EXISTING SOUTH ELEVATION



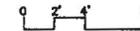
350 LOCUST RD.
EXISTING WEST ELEVATION



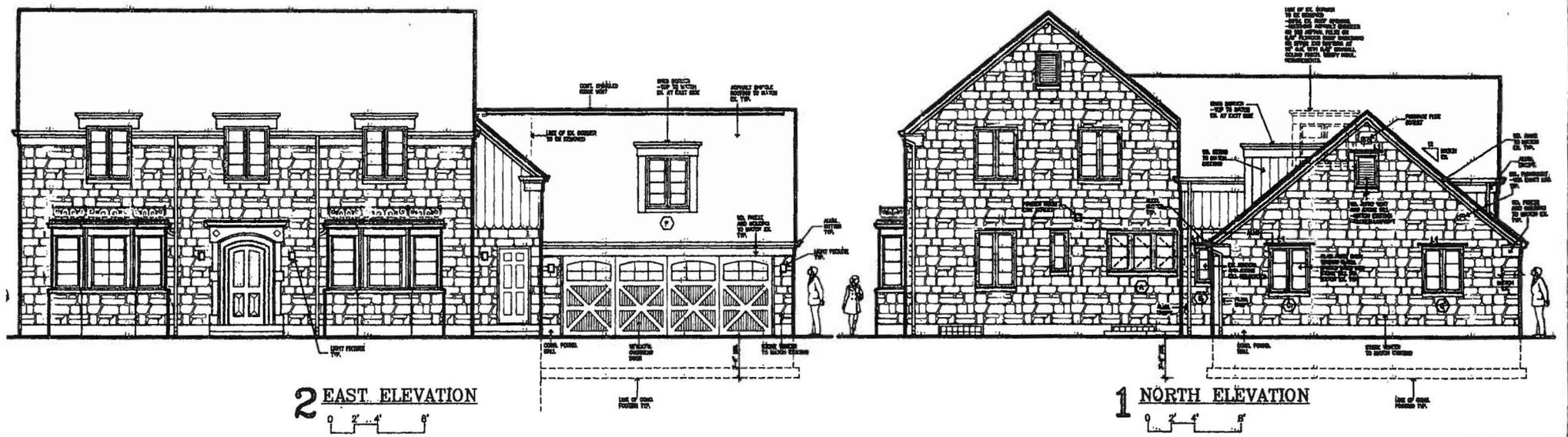
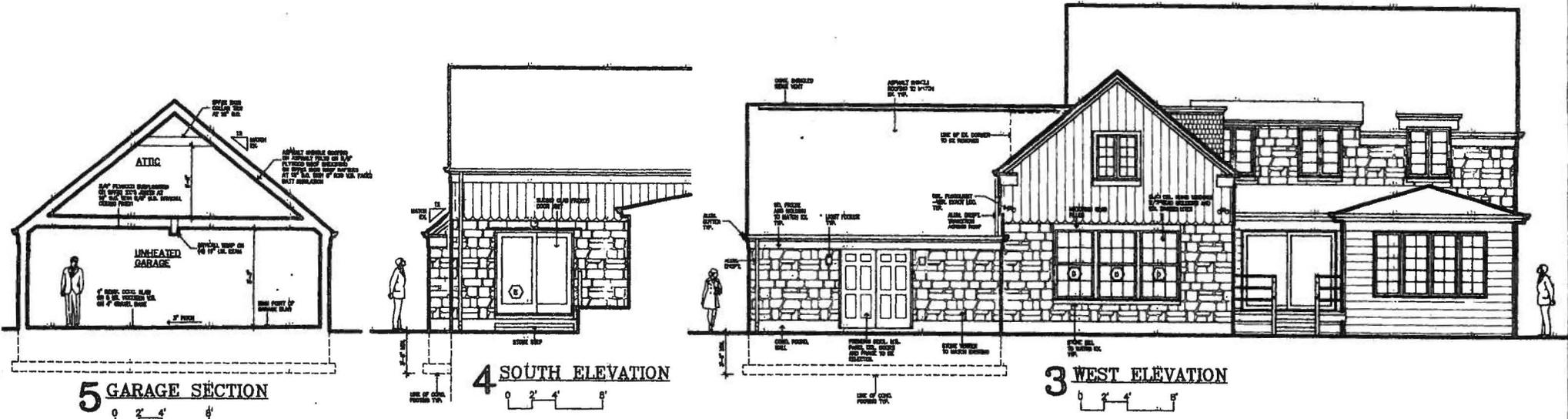
350 LOCUST RD.
EXISTING EAST ELEVATION



350 LOCUST RD.
EXISTING NORTH ELEVATION



ATTACHMENT C

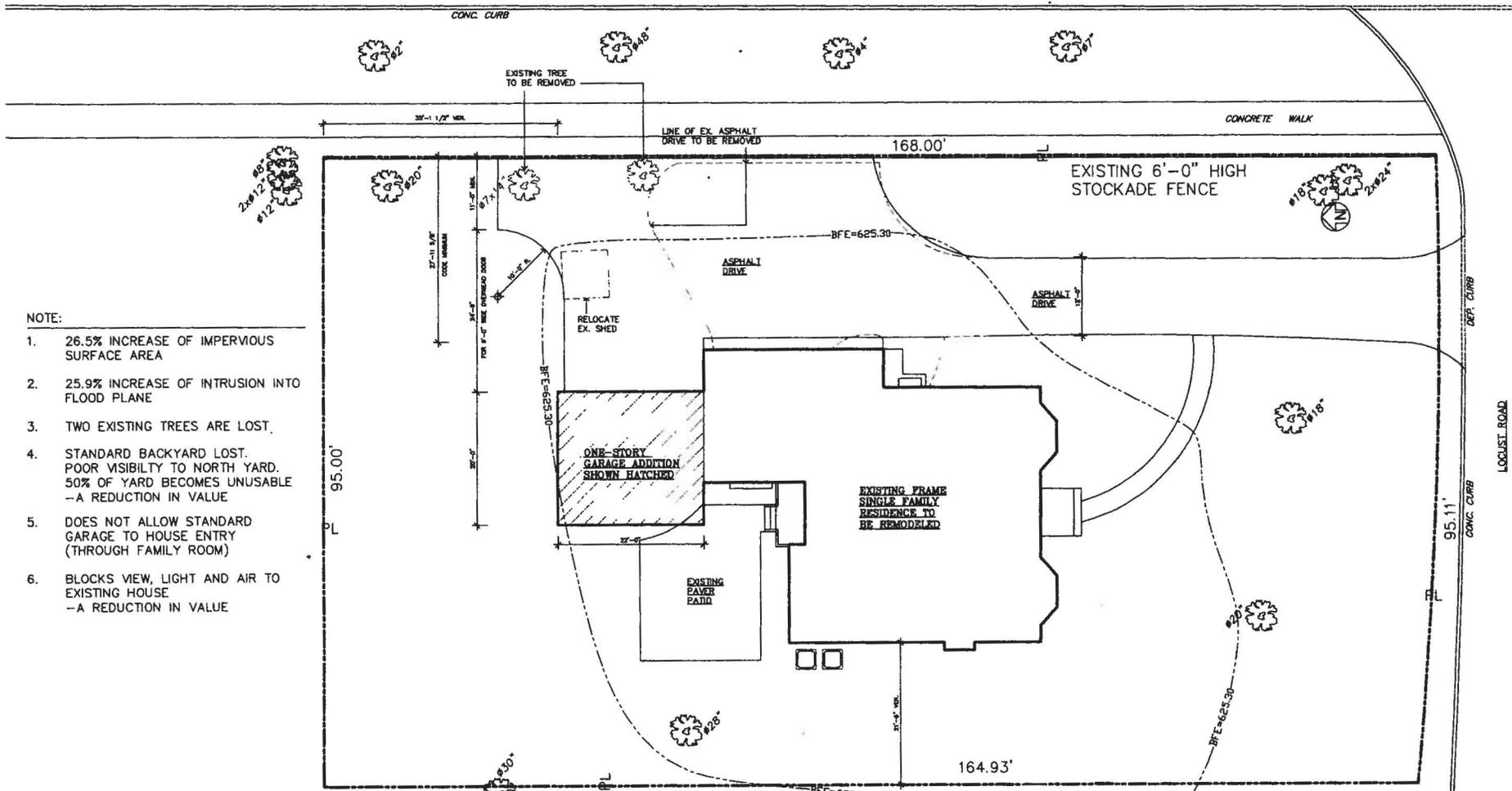


LINTEL SCHEDULE		
MARK	TYPE	BEARING
L1	STL. ANGLE 3 1/2" X 3 1/2" X 8/16" - 1 ANGLE FOR EACH BRICK/STONE WYTHE	4"
L2	STL. ANGLE 6 1/2" X 3 1/2" X 8/16" LLK - 1 ANGLE FOR EACH BRICK/STONE WYTHE (2) ANGLES ENDING	4"

<p>DAVID MURIELLO ARCHITECT</p> <p>635 N. LOREARD AVENUE ONE PARK BLVD. SUITE 400</p>	<p>PROJECT: LITTLE ROCK/STONE ARCHITECTURE AND REMODELING 250 LOCHRY ROAD WINDYBROOK, ILLINOIS</p> <p>PROJECT NUMBER: 2008 DRAWN BY: JH FILE NAME: L1004-PLAN</p>	<p>ELEVATIONS</p> <p>A4</p>

ATTACHMENT D

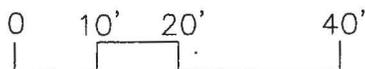
WILLOW ROAD



NOTE:

1. 26.5% INCREASE OF IMPERVIOUS SURFACE AREA
2. 25.9% INCREASE OF INTRUSION INTO FLOOD PLANE
3. TWO EXISTING TREES ARE LOST.
4. STANDARD BACKYARD LOST. POOR VISIBILITY TO NORTH YARD. 50% OF YARD BECOMES UNUSABLE -A REDUCTION IN VALUE
5. DOES NOT ALLOW STANDARD GARAGE TO HOUSE ENTRY (THROUGH FAMILY ROOM)
6. BLOCKS VIEW, LIGHT AND AIR TO EXISTING HOUSE -A REDUCTION IN VALUE

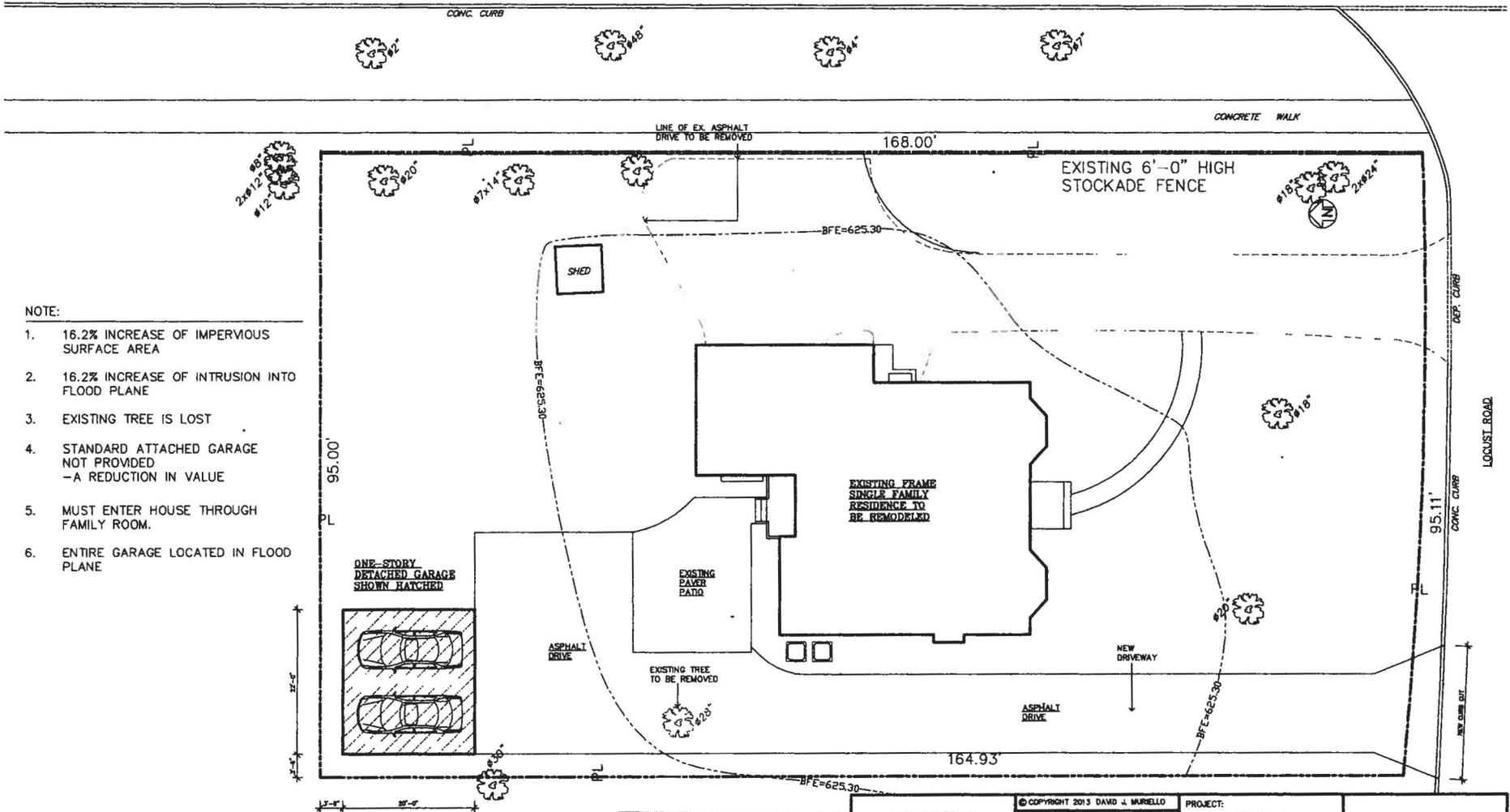
B ALT. SITE PLAN



○ DAVID ○ MURIELLO ARCHITECT ○ 635 N. LOMBARD AVENUE ○ ○ OAK PARK, ILLINOIS 60302 ○ ○ 708.386.8080 ○	© COPYRIGHT 2013 DAVID J. MURIELLO 4.27.13	PROJECT: LEWIS RESIDENCE ADDITION AND REMODELING 305 LOCUST RD. WINNETKA, ILLINOIS	SK3
	PROJECT NUMBER: 3019 DRAWN BY: DM FILE NAME: LEWIS-SITE		

ATTACHMENT D

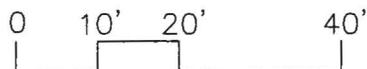
WILLOW ROAD



NOTE:

1. 16.2% INCREASE OF IMPERVIOUS SURFACE AREA
2. 16.2% INCREASE OF INTRUSION INTO FLOOD PLANE
3. EXISTING TREE IS LOST
4. STANDARD ATTACHED GARAGE NOT PROVIDED
→ A REDUCTION IN VALUE
5. MUST ENTER HOUSE THROUGH FAMILY ROOM.
6. ENTIRE GARAGE LOCATED IN FLOOD PLANE

C ALT. SITE PLAN



○ DAVID ○ MURIELLO ARCHITECT ○ 635 N. LOMBARD AVENUE ○ ○ OAK PARK, ILLINOIS 60302 ○ ○ 708.386.8090 ○	© COPYRIGHT 2013 DAVID J. MURIELLO 4.27.13	PROJECT: LEWIS RESIDENCE ADDITION AND REMODELING 305 LOCUST RD. WINNETKA, ILLINOIS PROJECT NUMBER: 3019 DRAWN BY: DM FILE NAME: LEWIS-SITE	SK4
	SHEET OF		

ATTACHMENT E

WINNETKA ZONING BOARD OF APPEALS MAY 13, 2013 (Excerpted Minutes)

Zoning Board Members Present: Joni Johnson, Chairperson
Mary Hickey
Bill Krucks
Carl Lane
Jim McCoy
Scott Myers
Chris Blum

Zoning Board Members Absent: None

Village Staff: Michael D'Onofrio, Director of Community Development

Agenda Items:

Case No. 13-06-V2 350 Locust Rd.
Variation by Ordinance
1. Minimum Corner Yard Setback
2. Garages

350 Locust Rd., Case No. 13-06-V2, Variation by Ordinance - (1) Minimum Corner Yard Setback and (2) Garages

Mr. D'Onofrio read the public notice. The purpose of this hearing is to hear testimony and receive public comment regarding a request by Scott and Lauren Lewis concerning a variation by Ordinance from Section 17.30.050 [Minimum Corner Yard Setback] and Section 17.30.110 [Garages] of the Winnetka Zoning Ordinance to permit the addition of an attached garage that will result in a corner yard setback of 7.53 feet, whereas a minimum of 28 feet is required, a variation of 20.47 feet (73.1%), and allow one 18 foot front-facing garage door, whereas two 9 foot doors are permitted.

Chairperson Johnson swore in those that would be speaking on this case.

Scott Lewis thanked the Board for hearing their application and stated that he appreciated the hard work of the Board. He stated that he would provide the Board with an overview of their situation. Mr. Lewis stated that he and his wife moved into the home in May 2012 with one child. He also stated that he grew up in Wilmette and that he is very familiar with Winnetka. Mr. Lewis informed the Board that they planned to make this their forever home and that the issue is that they love the home which was built in 1939 and which they would like to bring into

the 21st century.

Mr. Lewis then referred to the history of the home. He informed the Board that after they purchased the home, they contacted the Historical Society which sent a listing originally with the home which stated that it was built in 1939 and designed by Homer G. Sailor. Mr. Lewis stated that research was done on him and that Mr. Sailor was a draftsman with Louis Sullivan. He also stated that Sailor has homes which are designated as historic in Glencoe, Highland Park and other communities. Mr. Lewis then stated that the Historical Society indicated that the home is one of two examples in the Village and referred to a third home which town down six months ago.

Mr. Lewis then stated that they want to use their property like everyone else. He stated that with regard to the factors, the first related to Locust Road and stated that they cannot yield a reasonable return. Mr. Lewis stated that there are two situations in that they have a garage which is attached and that they cannot get vehicles into. He informed the Board that a 7-point turn and a 5-point turn are required and that they cannot use the garage to house their vehicles.

Mr. Lewis informed the Board that their kitchen measured approximately 97 square feet and that Mr. Myers and Chairperson Johnson saw the kitchen which he described as very small. He indicated that only two people can be in the area at the same time and that there is no table. Mr. Lewis noted that it is a four bedroom home and that they are asking to be allowed to build a kitchen with is commensurate with a four bedroom home and to match the property, adding that the request is not specific to their situation of a growing family.

Mr. Lewis then informed the Board that the home turned over twice in the last 10 years and described the home as notable. He stated that the problem is that if they cannot solve the kitchen and garage problem, the home would be a candidate for demolition. Mr. Lewis then stated that they want to fix the home rather than demolish it. He also stated that the home added to the community and described it as a handsome home and that the homes make such a great part of their community.

Chairperson Johnson stated that she appreciated the background provided by Mr. Lewis. She then stated that there are two variations being requested and referred to a single garage door versus two doors which are required. Chairperson Johnson noted that in the materials which were handed out, it summarized the information in connection with conforming alternatives.

Mr. Lewis informed the Board that when the home was built, the garage was functional. He referred to the Willow Road curb cut and stated that over the years, Willow Road was developed which proved to be a burden to their property. Mr. Lewis then stated that exiting on Willow Road is not feasible and that there is also a tree in the way which meant they have to back out. He then referred to the driveway to Locust.

Mr. Lewis stated that another issue which has arisen since they moved here is that three to five times, Willow Road turned into a river and that their property is essentially an island. He stated that there is irregular topography and that 50% of their lot is in the flood plain. Mr. Lewis stated that there is a question as to where to put the rain water since they cannot do drains. He

informed the Board that they attempted to come up with the best alternative. Mr. Lewis then distributed information to the Board for their review which contained four separate drawings.

Mr. Lewis identified the first drawing as SK-1 as the current situation. He indicated that you can see the flood plain which is marked and that there is a 6 foot fence to the north and a huge amount of asphalt driveway on the property. Mr. Lewis identified SK-2 as the proposed addition which would reduce the amount of impervious surface and which would reduce the intrusion in the flood plain. He stated that it would also provide a standard driveway to maneuver, standard garage access and an expanded kitchen which would allow them to move the family room in the existing garage.

Mr. Lewis stated that there would be a low visual impact and that no one would be affected. He then stated that since there would be a reduction in the intrusion into the flood plain and impervious surface, he described the plan as the best solution. Mr. Lewis noted that SK-3 looked at other solutions. He stated that if they were to put the garage in the back of the home, it would put the garage in the middle of the yard. Mr. Lewis also stated that it would increase the amount of impervious surface by 30%; it would intrude into the flood plain and that they would lose two mature trees, as well as half of the backyard. He added that the site lines would be terrible with the garage in that location and that they would have to put a gate in.

Mr. Lewis then identified SK-4 which would place the garage in the other corner of the lot. He informed the Board that there would be the same problems and that this alternative would result in an increase of 20% in the amount of impervious surface, an increase in the flood plain and the loss of mature tree while requiring a gate and that it would impact the neighbors.

Mr. Lewis stated that they are asking for a variation which would have no effect on others and which would reduce intrusion and flooding. He stated that with the other alternatives, they would need to show where they can put the water other than what was proposed.

Chairperson Johnson commented that Mr. Lewis did an exemplary job with regard to conforming alternatives. She then asked him to address the other variation request.

Mr. Lewis stated that in connection with the garage, aesthetically, it would be better. He then stated that if the Board did not agree, they would comply with the code in connection with the garage door.

Mr. Lane stated that since the property is located in the flood plain, he asked for an explanation as to how it was determined and the boundaries which they have seen more recently.

Mr. D'Onofrio informed the Board that they are based on an elevation that FEMA put out. He stated that there is gradual lot grading so that there is not a steep slope.

Mr. Lewis then provided a photograph to the Board for their review.

Mr. D'Onofrio then stated that the flood plain is at 625½ feet. He indicated that it only showed one elevation line here and that it showed the contour of the flood plain.

Chairperson Johnson referred to the establishment of the flood plain which only existed in the backyard.

Mr. Lewis noted that the garage will be out of the flood plain because of how the large driveway is brought and that it would reduce the actual area of impervious surface and pavement in the flood plain. He indicated that they would be retaining more water on the property in the plan. Mr. Lewis reiterated that the other plans would increase the amount of impervious surface.

Chairperson Johnson asked with regard to the driveway configuration, if they would be adding asphalt closer to the north near Willow Road.

Mr. Lewis responded that they would be adding one portion.

Chairperson Johnson asked the architect if it they were to bring it out to the street, but they are not doing that.

David Muriello (architect for the project) noted that they would be tapering it as soon as they can. He added that there would be a net reduction since they would be reducing the asphalt by the garage addition and that the driveway would be flared out.

Chairperson Johnson asked if there were any other questions.

Mr. Blum asked if the use of the old curb cut (along Willow Rd) was a non-starter.

Mr. Lewis stated that it would be very dangerous and that there is a huge willow tree to the west which measured 48 inches in diameter that they cannot see around. He indicated that they would have to back in and out on Willow Road.

Mr. Blum stated that it was mentioned that it would be a one story garage and that on page 13 in the packet of materials, it looked higher.

Mr. Muriello stated that they planned to match the roof pitch of the home. He then stated that the ceiling of the garage is at 8 feet and that there is a need for a 7 foot high door. Mr. Muriello indicated that the gable roof would be made to look like it blended in and that it would be as architecturally pleasing as possible.

Mr. Krucks informed the Board that he lived next door to the home in the 1980's.

Chairperson Johnson stated that she walked part of the block and referred to an attached garage with two doors and for the garage to have a divider which the code required. She indicated that they have not waived that requirement in her years on the Board and asked the applicant if they would like to withdraw that portion of the request.

Mr. Lewis confirmed that they would withdraw that portion of the request.

Mr. Lane then asked how big the existing family room is.

Mr. Muriello responded that it measured approximately 11 feet x 15 feet.

Mr. Lewis noted that the kitchen would be made bigger in the family room and that they would lose the family room. He reiterated that the existing kitchen measured 97 square feet.

Chairperson Johnson stated that she could attest that it is an undersized kitchen.

Mr. Lane asked Mr. Lewis to describe how they made the 7-point turn.

Mr. Lewis responded that they do not.

Mrs. Lewis stated that she has made the turn and informed the Board that there is a fence there as well.

Mr. Lane referred to a tree which would need to be removed in one alternative.

Mr. Muriello noted that the tree measured 28 inches in diameter.

Mr. Lewis then identified the tree in the photograph.

Chairperson Johnson noted that a mistake was made in the agenda matrix in connection with the minimum rear yard and that it should be "west" and not "east." She stated that it was also not mentioned that the unique circumstances relate to the two front yards since the lot is a corner lot.

Chairperson Johnson then confirmed that Mr. Blum did not fall within the range of 250 foot for the public notice. She asked if there were any other questions. No additional questions were raised by the Board at this time. Chairperson Johnson then called the matter in for discussion.

Ms. Hickey stated that she would be in favor of the request and that there are many homes in the neighborhood which have attached garages and that it would make sense and referred to the size of the kitchen. She indicated that she was not aware of the Willow Road flooding situation and that a viable alternative should not be to back out onto Willow Road. Ms. Hickey then stated that the request is a good design.

Chairperson Johnson asked if there were any other comments. No additional comments were made by the Board at this time. She then asked for a motion.

Ms. Hickey moved to recommend approval for the variation for the corner yard setback and stated that the request met the items covered in the standards. She stated that with regard to reasonable return and unique circumstances, she referred to the undersized kitchen and the flood plain location of the alternatives and not having front yards. Ms. Hickey stated that the request would not alter the character of the locality and that the light and air to surrounding properties would not be affected. She stated that there would be no hazard from fire and that the taxable value of the land would not diminish. Ms. Hickey concluded by stating that congestion would

not increase and that the public health, safety, comfort, morals and welfare of the Village will not be otherwise impaired.

Mr. McCoy seconded the motion. A vote was taken and the motion was unanimously passed, 7 to 0.

AYES: Hickey, Johnson, Krucks, Lane, McCoy, Myers, Blum
NAYS: None

FINDINGS OF THE ZONING BOARD OF APPEALS

The evidence in the judgment of the Zoning Board of Appeals has established:

1. The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the zoning regulations, due to the fact that without zoning relief, the existing house is not considered being a modern day Winnetka home due to its undersized kitchen and lack of informal gathering space (family room).
2. The plight of the applicant is due to unique circumstances which are related to the property and not the applicant, in that this is a corner lot, which is also located in the floodplain.
3. The variation, if granted, will not alter the essential character of the locality; the proposed improvements – remodeling and construction of an attached garage – are consistent with what is found associated with a single family home.
4. An adequate supply of light and air to adjacent property will not be impaired by the proposed variations, as there are no proximate structures to the proposed addition.
5. The hazard from fire or other damages to the property will not be increased as the proposed improvements shall comply with building code standards, including fire and life safety requirements.
6. The taxable value of land and buildings throughout the Village will not diminish. The proposed construction is generally an improvement to the property.
7. Congestion in the public streets will not increase. The structure will continue to be used as a single-family residence.
8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired.



Agenda Item Executive Summary

Title: Resolution R-25-2013: Contract with SAFEbuilt Illinois, Inc.

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date: 06/18/2013

Consent: YES NO

<input type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input type="checkbox"/>	Informational Only

Item History:

No previous action.

Executive Summary:

Resolution R-25-2013 authorizes the Village to enter into a contract with SAFEbuilt, Illinois, Inc. to provide building and forestry related inspectional and plan review services. SAFEbuilt will provide staffing to conduct these activities in lieu of three full-time Village staff who previously carried out these job functions. The arrangement with SAFEbuilt is essentially a fee for service contract; the Village will only pay for the services which it uses. While the not-to-exceed limit of the contract is \$271,875, there is no minimum level of service required. The contract period is from the date of adoption of the resolution to May 31, 2014, with options for three, one-year renewals.

The Village is pursuing this service model along with four other neighboring municipalities: Glenview, Wilmette, Kenilworth and Evanston. All five municipalities were part of an Request for Proposals process that was initiated last fall to find a third-party vendor who could provide these services. The impetus behind this model was to address the need for additional inspectional services due to the increase in building activity and to use a regional approach to achieve economies of scale and process efficiencies.

Recommendation / Suggested Action:

Consider adopting Resolution R-25-2013, approving a contract with SAFEbuilt, Illinois, Inc. to provide building and forestry related inspectional and plan review services.

Attachments:

- 1) Agenda Report
- 2) Resolution R-25-2013
- 3) Attachment A: SAFEbuilt Contract
- 4) Exhibit A – Scope of Work
- 5) Exhibit B – Fee Schedule
- 6) Exhibit C – SAFEbuilt Response to RFP
- 7) Attachment B: RFP
- 8) Attachment C: Cost Comparison

AGENDA REPORT

TO: Village Council

PREPARED BY: Michael D'Onofrio, Director of Community Development

SUBJECT: Contract with SAFEbuilt for Inspectional/Plan Review Services
Resolution R-25-2013

DATE: June 10, 2013

Resolution R-25-2013 authorizes the Village to enter into a contract with SAFEbuilt Illinois, Inc. to provide building and forestry related inspectional and plan review services. The not-to-exceed amount of the contract is \$271,875. The term of the contract will run from the date of approval to May 31, 2014, and the Village has the right to renew the contract for up to three additional one-year periods. (See Attachment A for the proposed contract.)

Background

During fall 2012, Winnetka joined with the City of Evanston and the Villages of Glenview, Kenilworth and Wilmette to develop a joint Request for Proposal (RFP) to secure building plan review, building/electric/plumbing/fire inspections, code enforcement and permit clerk services. The impetus behind the joint RFP was twofold. First, building permit activity was rebounding from the economic downturn of the late 2000's, which resulted in the need for increased services. Second, since all five municipalities were experiencing greater demand for services, it was thought that a regional approach to addressing this issue might be beneficial.

The joint RFP was issued in January 2013, as depicted in Attachment B. The RFP called for a new service delivery model that would supplement and/or replace existing municipal building inspectional staff with employees from a private third-party vendor.

All five of the participating municipalities currently use private third-party vendors to provide certain inspectional services. For example, Winnetka has used Fire Safety Consultants Inc. for many years to conduct plan reviews and inspections for fire alarm and fire suppression systems, and Thompson Elevator has provided elevator plan reviews and inspections. The Village of Glenview has used JAS Consultants, Inc. since 2009 to perform a significant amount of its building permit related activities, such as plan reviews, building inspections, code enforcement and permit processing.

There are a number of potential benefits to a regionalized approach with a third party vendor providing building permit related services, such as:

- Budget – create economies of scale while paying only for services needed, with no need to hire new full- or part-time staff;
- Efficiencies – the vendor can share resources amongst the included communities;

- Level of Service –partnering with neighboring municipalities creates the potential to secure a larger, more professional, regional or national firm that provides a higher level of service than typical local vendors;
- Flexibility and Risk –staffing levels can expand and contract based on workload; future staffing and personnel issues related to permanent municipal employees could be substantially reduced or eliminated.

RFP Process

On February 7, 2013, proposals were received from the following four firms: (1) SAFEbuilt (Windsor, Colorado); (2) JAS Consultants (Council Bluffs, Iowa); (3) TPI Building Code Consultants (Saint Charles, IL); and, (4) B&F Technical Code Services (Hoffman Estates, IL). A proposal from Don Morris Architects was not considered, as it was determined to be a non-responsive submittal. JAS, TPI and B&F had all worked with at least one of the participating communities, but there were significant concerns about the staffing capabilities, billable activities, “Chicago area presence,” and overall cost of service from these firms, so only SAFEbuilt was interviewed. The interview panel, representing all of the participating communities, concluded SAFEbuilt had the capability to perform the activities defined in the RFP at the most reasonable cost. (For SAFEbuilt’s response to the RFP, see Exhibit C of Attachment A.)

Selection of SAFEbuilt

As mentioned above, staff from the participating municipalities interviewed SAFEbuilt’s President, Vice President and Director of Operations. There was consensus on SAFEbuilt’s ability to provide the services outlined in the RFP, based on the following three factors:

- Experience – SAFEbuilt has over 20 years of directly related experience with service in over 120 municipalities nationwide, including many requiring a level of service similar to what the five participating communities expect;
- Cost – beyond a competitive hourly rate, SAFEbuilt provided the most efficient service delivery model, so fewer hours are required to complete various services;
- Performance Metrics – SAFEbuilt utilizes technology, ongoing training and established performance metrics beyond those currently established by local companies, ensuring they maintain a high level of service.

Prior to initiating development of the RFP, Glenview staff visited Johns Creek, Georgia, Centennial, Colorado, and Troy, Michigan to review SAFEbuilt’s operations in those municipalities. The site visits revealed a strong level of service for each community and a positive track record for SAFEbuilt’s contractual inspection services.

SAFEbuilt and Winnetka

The RFP identified a menu of service choices for the municipalities, though Winnetka is only proposing to contract with SAFEbuilt to perform the following services:

- Building, plumbing and electrical inspections;
- Plumbing and electrical plan review;
- Forestry plan review and inspectional services.

The above listed activities have been conducted by three full-time Village employees – Plumbing Inspector, Electrical Inspector and Engineering/Forestry Inspector. In 2012, these three employees worked a total of 4,905 hours and their wages, benefits and ancillary costs totaled \$353,785.

Under the contract with SAFEbuilt, SAFEbuilt would perform the same services the three Village employees had provided, but the Village would only pay for services it would receive; there is no minimum level of service that the Village must guarantee SAFEbuilt. SAFEbuilt would charge the Village an hourly rate of \$72.50/hour for the aforementioned services. This hourly rate includes all SAFEbuilt costs and there would be no additional reimbursable or supplementary charges. SAFEbuilt will also provide its employees with transportation, computers and cell phones. The Village will provide work space for the employees in the Community Development and Public Works offices.

Under the contract terms, SAFEbuilt would provide the level of service requested by the Village on an as-needed basis. For example, if one week a building inspector is needed for the entire week (37.5 hours), an electrical inspector for two days (15 hours) and a plumbing inspector for one day (7.5 hours), the Village would be charged for a total of 60 hours of services (\$4,350). If the next week the need was for 75 hours of services, SAFEbuilt would provide that level of service and the Village would be charged for 75 hours (\$5,438). On an annual basis, it is estimated that SAFEbuilt will provide 3,750 hours of service, which translates to a total cost of \$271,875, or a savings of \$81,910 over the costs associated with full-time village employees. For additional details on cost comparisons between SAFEbuilt and full-time Village employees see Attachment C.

With respect to the staff that SAFEbuilt would provide to the Village, several items need to be highlighted.

- Employees hired by SAFEbuilt will be approved by the Village.
- Employees that work on behalf of the Village will be on a 90 day trial period.
- The employee(s) will report to the Director of Community Development.
- The same individual inspector(s) will be assigned to the Village; in the event the assigned inspector is on vacation or out sick, another inspector will be assigned to fill in.
- Employees hired by SAFEbuilt will have the certifications and licenses necessary to perform their duties, i.e. plumbing license, electrical license.

With respect to the specific services to be provided by SAFEbuilt see Exhibit A Scope of Work of Attachment A. The Scope of Work is divided into three categories, as summarized below:

Building Inspections – SAFEbuilt inspectors will conduct building, electrical, plumbing and forestry inspections. Inspectors will write up inspection results and also enter them into the building permit tracking system. Inspectors will be available on a daily basis either in person, via email, or by phone to respond to questions and inquiries.

Plan Reviews – SAFEbuilt inspectors will conduct plumbing, electrical and forestry reviews within certain timeframes. Plan review comments will be entered into the automated building permit tracking system. Inspectors will be available on a daily basis either in person, via email, or by phone to respond to questions and inquiries.

Miscellaneous Terms – The Village will have approval of inspectors hired by SAFEbuilt and those inspectors will report to the Director of Community Development. SAFEbuilt will submit detailed monthly invoices. SAFEbuilt will provide transportation, tools and materials necessary for inspectors to perform their duties.

Recommendation

Consider adopting Resolution R-25-2013 approving a contract with SAFEbuilt Illinois, Inc., substantially in the form attached, to provide building/forestry related inspectional and plan review services.

Attachments

Resolution R-25-2013: “Approving an Agreement with SAFEbuilt Illinois, Inc. for Certain Inspectional Services”

Attachment A: Resolution Exhibit 1 - SAFEbuilt Contract

Exhibit A – Scope of Work

Exhibit B – Fee Schedule

Exhibit C – SAFEbuilt Response to RFP

Attachment B: RFP

Attachment C: Cost Comparison

**A RESOLUTION
APPROVING AN AGREEMENT
WITH SAFEbuilt ILLINOIS, INC., FOR CERTAIN INSPECTIONAL SERVICES**

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, with the authority to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers to regulate for the protection of the public health, safety, morals and welfare, except as limited by said Section 6; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Village, acting jointly with the City of Evanston and the Villages of Glenview, Kenilworth and Wilmette, issued a request for proposals for various inspectional, plan review and code enforcement services; and

WHEREAS, the Village has negotiated an agreement with the successful respondent SAFEbuilt Illinois, Inc., substantially in the form of the agreement titled “Agreement for Inspectional & Plan Review Services Between the Village of Winnetka and SAFEbuilt Illinois, Inc.,” and attached to this Resolution as Exhibit A (the “Agreement”), whereby SAFEbuilt, Illinois, Inc., will provide certain building and forestry related inspectional and plan review services for the Village.

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

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

SECTION 2: The Agreement for Inspectional & Plan Review Services Between the Village of Winnetka and SAFEbuilt Illinois, Inc., (the “Agreement”) is hereby approved substantially in the form attached to this Resolution as Exhibit A and, subject to final approval by the Village Attorney of the form of the Agreement, the Village President and Village Manager are authorized to execute and seal the Agreement on behalf of the Village.

SECTION 3: This Resolution is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Article VII, Section 6 of the Illinois Constitution of 1970.

SECTION 4: This Resolution shall take effect immediately upon its adoption.

ADOPTED this 18th day of June, 2013, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

ATTACHMENT A

**AGREEMENT FOR INSPECTIONAL & PLAN REVIEW SERVICES
BETWEEN THE VILLAGE OF WINNETKA
AND
SAFEbuilt ILLINOIS, INC.**

THIS AGREEMENT, dated June __, 2013, is entered into by and between the Village of Winnetka, an Illinois home rule municipality, (the “Municipality”) and SAFEbuilt Illinois, Inc. (the “Consultant”).

RECITALS

WHEREAS, the Municipality is seeking a consultant to perform inspection and plan review services, (the “Services”);

WHEREAS, the Municipality released a formal RFP for the provision of the Services; and

WHEREAS, the Consultant submitted an acceptable proposal to the Municipality to provide the Services;

WHEREAS, the Village of Winnetka’s Village Council has adopted resolution R-25-2013, authorizing the Village Manager to execute this Agreement;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents, which constitute the entire agreement between the Municipality and the Consultant, are:

- A. Scope of Work (Exhibit A)
- B. Fee Schedule (Exhibit B)
- C. RFP #213001-Response (Exhibit C)
- D. This Agreement and all exhibits thereto.

These documents are collectively referred to herein as the “Agreement Documents”. In the event of a conflict between this Agreement and the Proposal, the provisions of this Agreement shall control.

SECTION 2. SCOPE OF WORK (SOW)

The Consultant agrees to provide the Services in accordance with the Agreement Documents and Exhibit A Scope of Work & Exhibit B Fee Schedule, and as reasonably required in accordance with management at the time when, and at the place where, the Services are performed.

SECTION 3. TERM; TERMINATION

The initial term of this Agreement shall commence on June __, 2013 and remain in effect until May 31st, 2016. The Municipality reserves the right to renew their agreement for three (3) additional one (1) year periods, subject to acceptable performance by the Consultant. At the end of the initial or renewal term, the Municipality reserves the right to extend this agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place.

For any term beyond the initial term, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Municipality to appropriate funds in future contract years.

For subsequent terms, requests for increases shall be limited to no more than three percent (3%) annually per the attached.

The Municipality reserves the right to terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment from the Municipality for work completed up to and including the date of termination in accordance with the terms and conditions of the Agreement Documents.

SECTION 4. INDEMNIFICATION

The parties hereto agree to indemnify, save harmless and defend each other, and each party's respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against, and hold it and them harmless from, any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and reasonable attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project to the extent caused by actions of the other party or subcontractors thereof. The obligations of the Consultant under this provision shall not be limited by the limits of any applicable insurance required of the Consultant.

SECTION 5. INSURANCE

The Consultant shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Consultant from claims set forth below which may arise out of or result from the Consultant's operations under the contract and for which the Consultant may be legally liable, whether such operations be by the Consultant or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

5.1 **Workers' Compensation Insurance** covering all liability of the Consultant arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

5.2 **Employers Liability** covering all liability of consultant as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

5.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultant's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the consultant, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track.

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

SECTION 7. AGREEMENT PRICE

The Municipality agrees to pay the Consultant in accordance with the Agreement Documents in an annual amount not to exceed amount of \$271,875.00, without written approval, inclusive of all services and reimbursable expenses as identified herein.

SECTION 8. CHANGE ORDERS

In the event that a Change Order is required, the Consultant shall review the scope of work to be performed under this Agreement to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the Village impacted by such change order prior to execution.

Detailed written Requests for Change Orders must be submitted to the Village's Inspectional Services Manager. In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts.

Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Consultant has reviewed the work to be performed and cannot identify areas where costs can be reduced.

A written Change Order must be issued by the Village of Winnetka prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Consultant's sole risk and expense.

SECTION 9. JURISDICTION, VENUE, CHOICE OF LAW

This Agreement shall be construed under and governed by the laws of the State of Illinois, and the exclusive jurisdiction and venue for all claims and controversies arising hereunder shall be the Circuit Court of Cook County, Illinois.

SECTION 10. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality.

SECTION 11. CONSULTANT REPRESENTATIONS

Consultant hereby represents and warrants as follows:

A. Consultant is a company which is validly existing and duly authorized to do business under the laws of the State of Illinois, with power and authority to conduct its business as currently conducted and as contemplated by this Agreement.

B. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower Consultant to execute, deliver and perform this Agreement. The person(s) executing this Agreement on behalf of Consultant is duly authorized to do so and this Agreement is a legal, valid and binding obligation of each and all of the owners, shareholders, officers, managers, partners or members of Consultant, enforceable against them in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally.

C. Except only for those representations, statements or promises expressly contained in the Agreement Documents, no representation, statement or promise, oral or in writing, of any kind

whatsoever by the Village, its officials, agents, or employees has induced Consultant to enter into this Agreement or has been relied upon by Consultant.

D. No proceeding of any kind, including, but not limited to, litigation, arbitration, bankruptcy, judicial or administrative, is pending or threatened against or contemplated by Consultant which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this Agreement. As of the date of execution of this Agreement, Consultant has not received notice, and does not have a reasonable basis for believing that Consultant or any of its members, shareholders, partners, associates, officers, managers or employees are the subject of any criminal action, complaint or investigation pertaining to any criminal charge, civil action or claim in any state or federal jurisdiction predicated on alleged acts of (i) antitrust violations; (ii) business fraud; (iii) discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation.

E. This Agreement constitutes a valid, legal and binding obligation of Consultant, and to the extent permissible by law, is enforceable against it in bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.

F. Consultant shall provide prompt notice to the Municipality whenever any of the representations or warranties contained herein ceases to be true or correct.

SECTION 12. ASSIGNMENT

Neither the Consultant nor the Municipality shall assign any duties or performance under this Agreement without the express written consent of the other.

SECTION 13. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by both of the parties hereto.

SECTION 14. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver of either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 15. OWNERSHIP OF DOCUMENTS

The Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement.

SECTION 16. RECORDS AND INFORMATION

Consultant understands that it may receive or gain access to information that is confidential or highly sensitive in nature and acknowledges that such information will be used only for the purpose of fulfilling its obligations under the Agreement. Further, any output from this Agreement is to be kept confidential and is for the sole use of the Municipality. Consultant shall not reveal such information and/or output to other parties without the express written permission of the Municipality. All records and documents received by Consultant from the Municipality shall remain the sole property of the Municipality and all such records, or exact copies thereof, shall be turned over intact to the Municipality within ten (10) days of any request from the Municipality.

SECTION 17. CONFIDENTIALITY

Confidential information shall include, without limitation:

- A. All information that concerns the business affairs of the Municipality including, without limitation, financial information, and all other data, records, and proprietary information involving the Municipality’s business operations;
- B. Any information developed or created by Consultant in connection with the services being rendered under this Agreement by Consultant; and
- C. Any other information reasonably identified by the Municipality as confidential; provided however that confidential information shall not include the following:
 - i. Information known by, or generally available to the public at large through no breach by Consultant of this Agreement;
 - ii. Any information given to Consultant by a third party without continuing restrictions on its use;
 - iii. Information disclosed by Consultant with the Municipality’s written approval; and
 - iv. Information required to be disclosed by law;

SECTION 18. FREEDOM OF INFORMATION ACT

As a contractor of the Municipality, Consultant may be subject to certain records requests brought pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.* (the “Act”). Consultant agrees to cooperate with the Municipality to answer requests for records brought pursuant to the Act for which Consultant may have records in its possession.

SECTION 19. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 20. NOTICES

Any notices or demands, which may be or are required, to be given by either party to the other under this Agreement shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (a) by hand delivery; or (b) by United States certified mail, postage prepaid addressed to the Municipality or Consultant, respectively, at the following addresses, or at such other place as the Municipality or Consultant may from time to time designate in writing:

If to the Village:

The Village of Winnetka
Attn: Village Manager, Robert M. Bahan
510 Green Bay Road
Winnetka, IL 60093

With a copy to:

The Village of Winnetka
Attn: Village Attorney, Katherine S. Janega
510 Green Bay Road
Winnetka, IL 60093

If to the Contractor:

SAFEbuilt Incorporated
Attn: David Thomsen
3755 Precision Drive, Suite 140
Loveland, CO 80538

With a copy to:

SAFEbuilt Incorporated
Attn: Sharon Marquez
3755 Precision Drive, Suite 140
Loveland, CO 80538

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

THE VILLAGE OF WINNETKA

SAFEbuilt Illinois, Inc.

Robert M. Bahan, Village Manager

David Thomsen, Vice President

Date: _____

Date: _____

Attest: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

The Village of Winnetka (the “Village”) shall be responsible for permit and plan intake, the issuance of all permits, and the coordination of all permit services, including the scheduling of all inspections. The Village shall also be responsible for all plan review and inspections related to the application of and compliance with the Village’s Zoning Ordinance, Sanitation Code, and Fire and Life Safety Codes. SAFE Built shall be responsible for providing the following services:

1. Building Inspections

- a.** Conduct all building inspections, in accordance with the Winnetka Building Code, as adopted and amended by the Village of Winnetka (“Village”) pursuant to ordinance. All such inspection shall be scheduled by Department of Community Development.
- b.** Conduct all electrical inspections, in accordance with the Winnetka Electrical Code, as scheduled by Department of Community Development.
- c.** Conduct all plumbing inspections in accordance with Winnetka’s adopted plumbing code, as scheduled by Department of Community Development.
- d.** Conduct all forestry inspections (related to construction activity only) in accordance with Winnetka’s adopted forestry related codes, as scheduled by Department of Community Development.
- e.** Write up inspection results on forms provided by the Village of Winnetka, leaving one copy on site and providing Village with another copy.
- f.** Enter inspection results in Village’s automated building permit tracking system.
- g.** On a daily basis be available either in person, or by phone to respond to questions, concerns, or issues related to inspection activities.

2. Plan Reviews

- a.** Conduct all electrical plan reviews in accordance with Winnetka’s adopted electrical codes, within 10 working days of receipt.
- b.** Conduct all plumbing plan reviews in accordance with the State of Illinois Plumbing Code, and Village of Winnetka amendments, within 10 working days of receipt.
- c.** Conduct forestry plan reviews in accordance with Village of Winnetka forestry regulations related to building construction, within 10 working days of receipt.
- d.** Draft plan review comments and enter into Village’s automated building permit tracking system.
- e.** All reviews of revised plans must be conducted within 5 working days of receipt.
- f.** On a daily basis be available, either in person, or by phone to respond to questions, concerns, or issues related to inspection activities.

3. Miscellaneous Terms

- a.** Employees hired by Consultant to perform work on behalf of the Village shall be approved by the Village.
- b.** Employees of the consultant shall report to SAFEbuilt and the Director of Community Development or anyone else designated by the Village.
- c.** The Consultant's local manager or supervisor shall report to the Director of Community Development, or anyone else designated by the Village. The Consultant's local manager or supervisor shall have mutually agreed to regular status meetings with the Director of Community Development to discuss the services provided and evaluate any problems.
- d.** The Village may ask the Consultant to perform work not included in the contract or this Scope of Work. A written change order with a budget cost shall be agreed to by both parties in advance of the work.
- e.** The Consultant shall bill the Village monthly in a format approved by the Village.
- f.** If an employee of the Consultant is off work for 3 days for any reason, at the Village's discretion, the Consultant shall supply a new employee to fill that position. The interview and trial period mentioned earlier begins again for the employee (if new to the Village).
- g.** The Consultant will bill the Village for services on a monthly calendar basis. Invoices will include hour's worked, hourly rate, name of employee, services provided and any supporting documentation.
- h.** The Consultant shall provide all transportation, tools and materials necessary to safely perform the job functions.
- i.** The Consultant shall not bill for travel time to and from its offices.

Exhibit B

FEE SCHEDULE

Type of Service	SAFEbuilt Hourly Rate
Building Inspection Services	\$72.50 an hour
Electrical Inspection Services	\$72.50 an hour
Plumbing Inspection Services	\$72.50 an hour
Electrical Plan Review Services	\$72.00 an hour
Plumbing Plan Review Services	\$72.00 an hour
Structural Engineer Plan Review Services	\$84.75 an hour

For subsequent terms, requests for increases shall be limited to no more than three percent (3%) annually.

Exhibit C

RFP #213001-SAFEbuilt RESPONSE



Village of Glenview Finance Department
1225 Waukegan Road
Glenview, IL 60025

SUBMISSION INFORMATION

PROPOSAL #213001
BID OPENING DATE: February 7, 2013
TIME: 2:00 P.M. Local Time
LOCATION: Administrative Services Department
COPIES: One (1) original, Four (4) copies &
One (1) electronic copy

REQUEST FOR PROPOSALS CONSULTANT INFORMATION

Company Name: SAFEbuilt®
Address: 3755 Precision Drive, Suite 140
City, State, Zip Code: Loveland, CO 80538

INSPECTION SERVICES

Per the specification identified herein

Provide detailed pricing via the Pricing Sheet (Exhibit A).

Grand Total	\$721,713.00
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Any and all exceptions to these specifications MUST be clearly and completely indicated on the proposal sheet. Attach additional pages if necessary. **NOTE TO OFFERORS:** Please be advised that any exceptions to these specifications may cause your proposal to be disqualified. Submit bids by SEALED PROPOSALS ONLY. Fax and e-mail proposals are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provision of this solicitation shall not be cause to alter any resulting agreement or to accept any request for additional compensation. By signing this proposal document, the Offeror hereby certifies that they are not barred from submitting an offer on this RFP as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:
Typed/Printed Name: Mike McCurdie
Title: President

Company Name: SAFEbuilt®
Date: February 7, 2013
Telephone Number: 970-292-2203

RESUME OF FIRM

Company History

SAFEbuilt was founded in 1992 for the sole purpose of providing building department and related services to municipalities and public agencies. Over the past 21 years we have stayed true to that original mission. We understand it can be difficult for communities to keep pace with fluctuations in building department related activity without compromising community safety and customer service. We also understand that every community faces unique challenges and has different expectations. Our customized solutions help you solve address these challenges and achieve greater efficiencies. SAFEbuilt's approach and experience has made us one of the leading providers of building department services across the country.

Core Values

SAFEbuilt plans for success in every aspect of our business. At the heart of every decision made are the company's core values. Every employee shares these values and our clients see them in our performance day-in and day-out.

- Customer Service
- Continuous Improvement
- Integrity
- Teamwork
- Respect

Service Philosophy

Local, local, local. This is one of the keys to our success and the satisfaction of our clients. We hire locally, which ensures our staff understand the environment and the unique needs of our clients. We then empower that local team with the proper decision making authority. We have found that putting that decision making close to our clients helps us be more efficient and effective. Finally, we ensure that our clients maintain local control. Every community has a vision for their community and we help make sure those unique requirements show through in the work we do.

We work to be as efficient and effective as possible while still maintaining service levels and safety. We have developed processes over the years for doing just that. We have also developed a quality assurance program to ensure that safety and service standards are being met consistently. We utilize technology when possible to help with our efficiency and enhance the client experience. We also are constantly looking for ways to improve. Our team members will look at challenges our clients face and together we will develop solutions.

We hire the best people in the industry. It goes without saying that our team members have the right technical expertise and experience to meet our clients' needs. More importantly they also possess the right soft skills to deliver service at the highest levels. Our hiring process focuses in on these soft skills, making sure we have team members that will remain consistent over the years for our clients.

One of the primary components of our business plan is customer service. We believe that providing exemplary customer service to your citizens, builders, developers and homeowners is one of our most important performance measurements. We survey our clients annually to gather their feedback and suggestions for improvement. The primary purpose of these surveys is to both ensure customer

satisfaction and to identify areas of improvement in how services are delivered. The result speaks for itself, with client satisfaction ratings of 100% satisfaction for the last two years.

Community Involvement

Another key to our success is that we strive to be actively involved in the communities we serve. We offer homeowner workshops and educational events for contractors. We participate in community sponsored activities such as fairs and other celebrations. We sponsor those and other events. We volunteer with groups like Habitat for Humanity. We offer scholarships to students in the community. We believe very strongly in giving back to the communities we serve and being more than just a contract resource.

Company Locations

SAFEbuilt has offices in Colorado, Georgia, Michigan, and South Carolina. Assessing demand and developing new partner relationships around that demand often leads to new physical locations, a key component to SAFEbuilt's growth plan. All of our clients regardless of size get access to resources typically only found in larger cities. We currently work with over 120 public agencies across the nation to provide community department services. We have a proven track record of providing excellent service to all of our clients; whether they are in or out of currently served areas.

SAFEbuilt Industry Expertise

SAFEbuilt team members go beyond bringing their expertise to the communities we serve; they are involved with the sharing of knowledge on an industry level. This involvement allows them to further their individual careers while providing benefits to SAFEbuilt and our partner clients. SAFEbuilt is dedicated to becoming an industry expert; our team members have become International Code Council instructors, disaster response instructors, and have received numerous appointments on industry boards and committees.

SERVICES AND APPROACH

Services Overview

We have carefully reviewed all requirements in the RFP and are confident we can provide all of the services requested. With the exception of Engineering Code Enforcement we have demonstrated experience with each of the services requested. We have identified a local resource for that service as well and also have another potential client that is interested in that service as well. Our depth of experience with these services, the team that we have identified, and our approach to meeting the needs of our clients will all ensure a successful experience for each of the communities.

Approach Philosophy

SAFEbuilt assumes responsibility for the requested services, so each jurisdiction can focus on other critical matters while maintaining local control of the development process. We believe you will find that partnering with SAFEbuilt is the best option as we have the experience and technology to affect a positive impact on each community. Our systems and processes are not only efficient and effective they are user-friendly and can easily be adapted to fit each client's unique needs. Our purpose and intent is to implement solutions specific to the City of Evanston, the Village of Glenview, the Village of Wilmette, the Village of Winnetka and the Village of Kenilworth.

SAFEbuilt is one of the country's largest and most experienced providers of building department and related services. In order to continue providing these services, it has been imperative that we remain competitive, consistent, innovative, professional and flexible. SAFEbuilt is impartial and professional in our

conduct, but thorough in requiring conformance with standards. Our experience and depth of resources allows us to consistently provide:

- Qualified and motivated staff
- Quality customer service
- A depth of personnel resources for flexible support
- Technology for efficient use of resources and real time access to information
- Seamless transition of services with minimum impact on all stakeholders

Transition Phase

Once selected to provide services, we will initiate the transition phase of our process. Continuity of service at a high level is a primary goal and we will work closely with each municipality to understand their specific requirements, existing processes and procedures. Together we will establish an effective implementation plan that maximizes efficiency, minimizes impact during and after the transition, and meets your needs. Performance metrics and reporting tools will be agreed to during this time. Constant monitoring occurs during the implementation and beyond to ensure that expectations are being met. During this phase:

- SAFEbuilt will complete the hiring and on-boarding of staff while establishing clear job expectations. New hire orientation and internal training will be completed.
- SAFEbuilt will meet with each municipality to gain a clear understanding of existing processes, procedures, and software. Schedules for training SAFEbuilt team members on these functions will be established and SAFEbuilt team members will be introduced.
- We will meet with other departments during this phase as well to make sure our processes involve them in every aspect necessary.
- Once we are staffed and understand functions specific to each community. Our goal is to operate in such a manner that the customer does not perceive any changes. Any process changes will be discussed fully prior to implementation.
- Upon service start-up, we will evaluate implemented processes to ensure the best programs, systems, processes and resources are deployed effectively. Appropriate adjustments are made during this time to achieve performance metrics. We will continue to evaluate and improve services through the duration of the contract.
- SAFEbuilt will then meet with each municipality to evaluate the implementation and ongoing services. We take this opportunity to document best practices and improve our implementation program based on new information learned through this transition. This meeting generally occurs during months 3-6, providing our team time to settle into the department and reflect on the activities.

Service Levels

All services will be provided in accordance with each municipalities adopted codes, amendments, ordinances and other pertinent laws and requirements and will be performed using ICC certified/state licensed professionals in the appropriate discipline. Performance measurement will be essential for defining goals, setting objectives, and measuring our success. We will work with each jurisdiction to identify key metrics for inspection deliver, plan review turn-around times, and customer service. These metrics will form the basis for ongoing reporting and communication.

Communication

Part of being a partner in the development process is providing information to the community. If desired we will host an open house in each community as part of our service transition to introduce our team and philosophy. We also believe strongly in educating the community as a whole. SAFEbuilt can help host homeowner project workshops and industry educational meetings. In the field we provide immediate

feedback so that corrections are timely and accurate. We clearly identify code/ordinance requirements and provide consistent enforcement.

Communication with our clients is also critical. We will schedule regular check-ins with each Contract Manager to review performance and discuss improvements to be made. We will attend staff and council meetings as requested as well. Our goal is to be a seamless extension of current staff.

Reporting & Accountability

SAFEbuilt believes it is imperative to have an effective reporting structure in place to make sure jurisdiction and citizen needs are being met. We will regularly provide agreed upon reports to demonstrate our performance against set standards. While the SAFEbuilt team will have a great deal of authority and autonomy, they remain accountable to SAFEbuilt as well as each jurisdiction. We will make sure the team assigned to your jurisdiction is meeting our service commitments and have the tools and resources needed to be successful. We share best practices from across the company and look for ways to implement those practices to your benefit.

Office Location

SAFEbuilt provides two basic models to our clients across the country. The first is a co-located model where our team resides in the jurisdiction's offices with other staff. The second is a hub model where we have a central office and deploy resources to multiple locations. We are proposing a hybrid approach for your communities. We would like to have staff co-located in one or more of the jurisdictions and then deploy our team to other locations.

Tools

We will provide our team members all of the tools required to perform their jobs. This will include vehicles, computers, smart phones, code books, safety equipment, and office supplies.

Delivery Schedule

If selected to provide services, SAFEbuilt will assign a team to facilitate the implementation. SAFEbuilt's experience with these transitions over the years has allowed us to identify key activities for successful analysis and implementation of services. We would like to have a period of 30 to 45 calendar days from selection to complete this process.

Long-Term Viability

SAFEbuilt believes very strongly in the market for our services in Illinois as a whole. It is one of our targeted geographies and we have spent the last year working on developing a presence there. We are currently in discussions with other jurisdictions in the area and have worked to develop a talent pool of potential employees. We have even interviewed those people ahead of this proposal. We are familiar with the other options available and believe we can bring a unique approach and new level of professionalism to the area. Our plans are to grow in the area and be there for many years to come. We will initially focus our growth plans on surrounding communities and those that you currently share other services with. We will work with you through that process as well to make sure this is a mutually beneficial partnership for years to come.

Service and Experience Summary

When looking at the services being requested and the experience required to deliver those services, we strongly believe that SAFEbuilt can meet your needs.

- 20+ years providing services to government agencies
- Providing these and other services to over 120 communities across the country
- Client satisfaction ratings of 100% for the past two years
- Core values of service, integrity, improvement, teamwork, and respect

- Involvement in the communities
- Direct experience providing the services requested
- Customized solutions for each community
- An effective transition process
- Exemplary communication and reporting
- Commitment to meeting and exceeding agreed upon metrics
- A long-term commitment to the area

STAFFING AND QUALIFICATIONS OF TEAM

Staffing Overview

SAFEbuilt does not currently have staff in Illinois. However, we do have a great history of being able to identify, hire, and orient new teams in a short period of time. We have spent the past year developing a talent pool of potential employees in Illinois. To this point, we have phone screened, administered assessment tests, and live interviewed the team proposed. Because some of these people are currently employed elsewhere, they have asked that their names not be used. We also have back-ups identified for each position. We take our staffing very seriously and are confident you will be comfortable with our process and the team we bring.

It is important that we hire a team of people that are not only experts in their field, but people that work well with other team members. We evaluate all prospective team members based on several key traits; among these key traits are expertise in their field, cultural fit, personality and willingness to be high performers on the team. We look for alignment with the team, with our partner jurisdictions, and alignment to our core values of ***Integrity, Improvement, Respect, Teamwork, and Service.***

Management & Staffing Approach

With our years of experience we've developed a rigorous and proven process for recruiting, screening, and hiring the best in the industry. We have used that process to develop and maintain a deep talent pool of ICC certified/state licensed professionals in Illinois. We will provide staffing that maintains the high levels of customer service SAFEbuilt expects and the City of Evanston, the Village of Glenview, the Village of Wilmette, the Village of Winnetka and the Village of Kenilworth deserves. This talent pool allows SAFEbuilt to provide an appropriate level of personnel to meet service requirements for both current and future needs.

Staffing Levels

We will provide the proper levels of staffing required maintain high customer service levels and to meet our agreed upon performance measurements. Our experience in the realm of building department services enables us to help predict activity through the review of permits, plans and zoning inquiries. We will use this data to make adjustments in staff levels, including adding support from our other offices during unusual peaks in demand.

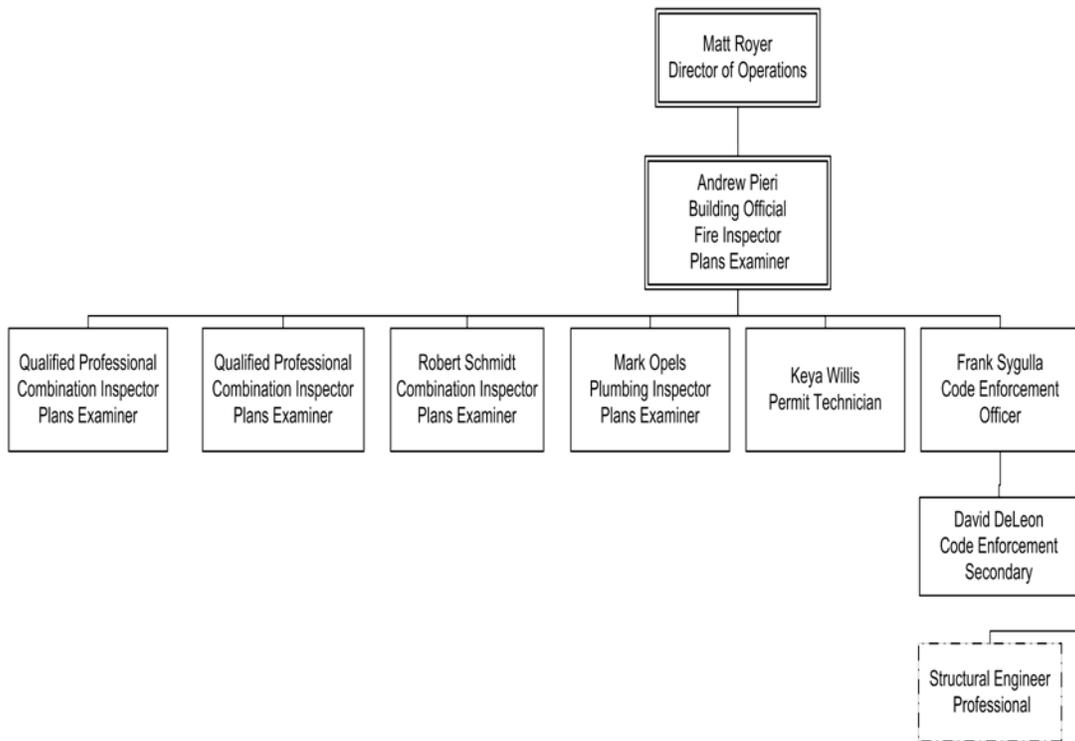
Team Orientation

We provide a thorough orientation for all new team members. This orientation is designed to familiarize personnel with SAFEbuilt methodology and culture. SAFEbuilt mentors new team members and provides insight into a SAFEbuilt culture that promotes positive energy, leadership, respect, and accountability at all levels. We believe that staff should be available to the public and reward team members for providing consistent service.

Team Lead

SAFEbuilt will assign one team member as the principal point of contact for each municipality. This professional will also act as the SAFEbuilt team lead for staff assigned to your municipality and will report directly to your designated representative. Principal contacts will ensure that service offerings meet the needs of each municipality, its contractors and its citizens. This point of contact will increase the effectiveness of communication between all parties.

Proposed Organization Chart



Staff Availability

SAFEbuilt will provide a primary team of ICC certified/state licensed professionals to support each municipality. When additional support is required in a community due to peaks in activity or when the primary is unavailable; all team members assigned to this hub area will provide back-up. Principal points of contact will be available to the jurisdictions by cell phone and email during regular business hours; and by cell phone after hours for emergencies. All SAFEbuilt team members are available during business hours by cell phone and email. We will establish mutually agreed upon office hours for individual team members to meet with municipal staff, builders, contractors, and homeowners based on each municipality’s individual requirements.

Continuous Training

SAFEbuilt provides ongoing technical and soft-skills training to ensure that our staff is up-to-date on emerging issues in their fields. We encourage and financially reward our team for obtaining additional ICC certified/state licenses and absorb all training costs. This focus on continuous training minimizes risk while improving our ability to respond to citizens and developers with helpful insight.

Internal Communication

SAFEbuilt will assign a local account manager to oversee all operations in the area. This person is responsible for service delivery, customer satisfaction, resource management, quality assurance, training, and reporting. Internal communications are routed through this one point of contact to ensure consistency in the message. All employees assigned to the accounts will report to this individual.

Outreach Plans

A Community Outreach Plan will be developed to define community involvement and industry participation. SAFEbuilt expects our employees to get involved in area building official groups, trade groups and other community programs.

Community Point of Contact

The local account manager will be the main point of contact for all clients in this served area. This person will be responsible for managing the workload assignments and resources. This one point of contact will provide consistency and predictability for the communities.

Through the transition process we will work closely with each community to determine the best method for requesting support and distributing these resources. SAFEbuilt's local account manager will take all requests and disseminate inspectors and resources appropriately. Resources will be assigned to areas to help ensure consistency and efficiency for service delivery.

Should an issue arise with the service or an inspection we ask that our local manager be the first point of contact. If the issue needs another level of attention the Regional Manager or Director should be contacted. Company contact information will be provided to all clients.

Our local account manager will have regular scheduled check-in meetings with the community's point of contact. These meetings are often monthly and are there to facilitate communication around the service and to remain in touch with the community's needs. Annual or bi-annual check-ins are scheduled with the Regional Manager or Director to follow up and ensure alignment between community needs and services being delivered.

Staff Resumes

The following resumes show the specific qualifications of proposed team members. All certifications are current and comply with required continuing education requirements.

Primary Team Members

Matt Royer, SAFEbuilt Director of Operations	
EXPERIENCE	
Director of Operations - SAFEbuilt	2007 to Present
Building Official - SAFEbuilt Colorado	2005 to 2007
Lead Building Inspector/Plans Examiner -4 Leaf Inc., CA	2004 to 2005
Plans Examiner/Senior Building Inspector - Eagle County, CO	2000 to 2004
Building Inspector III - Sedgewick County, KS	1997 to 2000
LICENSES & CERTIFICATIONS	
International Code Council	
• Building Plans Examiner #1086520-B3	
• Accessibility Inspector/Plans Examiner #1086520-21	

- Commercial & Residential Building Inspector #1086520-B5
- Commercial & Residential Plumbing Inspector #1086520-P5
- Commercial & Residential Mechanical Inspector #1086520-M5

CONTINUING EDUCATION

- International Code Council (ICC)

PROFESSIONAL AFFILIATIONS

- International Code Council (ICC)

Andrew Pieri, Building Official / Team Lead / Fire Inspector / Plans Examiner

EXPERIENCE

Home Energy Program Liaison – Residential Science Resources	2012 to Present
Sole Proprietor – Fire Prevention Solutions	2005 to 2012
Plans Examiner & Inspector - DuPage County, IL	2004 to 2010
Inspector/Investigator - Village of Gurnee. IL Fire Department	2000 to 2003

LICENSES & CERTIFICATIONS

International Code Council

- Building Plans Examiner
- Commercial & Residential Building Inspector

Fire Service Certifications

- Fire Prevention Officer / Firefighter III / Fire Apparatus Engineer
- Fire Service Instructor / Fire Investigator / Hazardous Materials Operations

CONTINUING EDUCATION

- International Code Council (ICC)
- Building Officials and Code Administrator (BOCA)
- National Fire Prevention Association (NFPA)
- Americans with Disabilities Act (ADA)
- Illinois Accessibility Code (IAC)
- Illinois Department of Public Health (IDPH)

PROFESSIONAL AFFILIATIONS

- International Code Council (ICC)
- National Fire Prevention Association (NFPA)
- Illinois Council of Code Administrations
- Illinois Fire Inspector Association
- National Association of Homebuilders (NAHB)

Qualified Professional*, Combination Inspector / Plans Examiner

EXPERIENCE

Building Commissioner – Municipality, IL	2006 to Present
Building Inspector – Illinois Licensed Home Inspector	2002 to 2006

LICENSES & CERTIFICATIONS

International Code Council

- Master Code Professional & Certified Building Official
- Building Inspector & Building Plans Examiner
- Commercial & Residential Combination Inspector
- Commercial & Residential Electrical Inspector
- Commercial & Residential Building Inspector

- Commercial & Residential Plumbing Inspector
- Commercial & Residential Mechanical Inspector
- Commercial Energy Inspector / Commercial Energy Plans Examiner
- Residential Energy Inspector/Plans Examiner
- Residential Plans Examiner
- Accessibility Inspector / Plans Examiner
- Property Maintenance & Housing Inspector - ICC & AACE

CONTINUING EDUCATION

- International Code Council (ICC)

PROFESSIONAL AFFILIATIONS

- International Code Council (ICC)

Note: *Qualified Professional does not wish to have his name or his place of employment listed to protect his current position if SAFEbuilt is not awarded contract for services.

Qualified Professional*, Combination Inspector / Plans Examiner

EXPERIENCE

Building Inspector – Private Consulting Company	2011 to Present
Building Inspector – Municipality, IL	2008 to 2011
Building Inspector & Compliance Officer – Municipality, IL	2007 to 2008

LICENSES & CERTIFICATIONS

International Code Council

- Building Inspector
- Commercial Building Inspector
- Residential Building Inspector
- Residential Electrical Inspector
- Residential Energy Inspector / Plans Examiner
- Residential Mechanical Inspector
- Property Maintenance & Housing Inspector – ICC & AACE

CONTINUING EDUCATION

- International Code Council (ICC)
- William Rainey Harper College
 - Municipal Building Code Enforcement

PROFESSIONAL AFFILIATIONS

- International Code Council (ICC)

Note: *Qualified Professional does not wish to have his name or his place of employment listed to protect his current position if SAFEbuilt is not awarded contract for services.

Robert Schmidt, Combination Inspector / Plans Examiner

EXPERIENCE

Code Compliance Inspector/Plans Examiner – Hickory Hills, IL	2012 to Present
Senior Project Manager – Michael Buss Architects	2000 to Present
Project Manager/Draftsman – Styczynski Walker & Associates	1999 to 2000

LICENSES & CERTIFICATIONS

International Code Council

- Commercial Building Inspector

- Residential Building Inspector
- Residential Electrical Inspector
- Residential Energy Inspector / Plans Examiner
- Residential Mechanical Inspector
- Residential Plumbing Inspector
- Property Maintenance & Housing Inspector – ICC & AACE
- Building Plans Examiner
- Residential Plans Examiner
- Accessibility Inspector/Plans Examiner

CONTINUING EDUCATION

- International Code Council (ICC)
- Occupational Safety & Health Association
- The IL Energy Office / IL DCEO
- International Association of Arson Investigators

PROFESSIONAL AFFILIATIONS

- International Code Council (ICC)

Mark Opels, Plumbing Inspector / Plans Examiner

EXPERIENCE

Plumbing Inspector – Village of Carpentersville, IL	2009 to Present
Owner/Operator – Pipeworks	1997 to Present
Contract Plumbing Inspector – Prospect Heights, IL	1992 to Present

LICENSES & CERTIFICATIONS

State of Illinois

- Plumbing Inspector - #058-102468
- Licensed Plumber - #058-102468

International Code Council

- Commercial Plumbing Inspector - #8073139-P2
- Residential Plumbing Inspector - #8073139-P1

Illinois Environmental Protection Agency

- Cross Connection Control Device Inspector

CONTINUING EDUCATION

- International Code Council (ICC)
- Plumbing-Heating-Cooling Contractors Association (PHCC) of Illinois

PROFESSIONAL AFFILIATIONS

- Illinois Plumbing Inspectors Association-Charter
- International Association Plumbing & Mechanical Officials (IAPMO)

Keya Willis, Permit Technician

EXPERIENCE

Zoning Administration Coordinator – DuPage County, IL	2005 to Present
Community Development Intern – Village of Bartlett, IL	2005 to 2005
Planning Intern – City of Macomb, IL	2004 to 2005

EDUCATION

- M.A. Public Administration – University of West Florida – Pensacola, FL

PROFESSIONAL SKILLS

- ArcView/ArcMap GIS
- Microsoft Office
- Customer Relations
- Basic Project Management
- Basic Accounting Principles

Frank Sygulla, Code Enforcement Officer

EXPERIENCE

Commercial Real Estate Specialist – Robert Half Legal, IL	2012 to Present
Senior Code Enforcement Officer – City of Elgin, IL	1995 to 2010

LICENSES & CERTIFICATIONS

International Code Council

- Building Inspector - #5170595-B5
 - Commercial Building Inspector - #5170595-B2
 - Residential Building Inspector - #5170595-B1
 - Property Maintenance & Housing Inspector – ICC & AACE - #5170595-64
-

CONTINUING EDUCATION

- International Code Council (ICC)
 - IECC Performing Residential Energy Plan Reviews
 - IECC Fundamentals of Residential Provisions for Designers
 - Illinois Association of Code Enforcement
-

PROFESSIONAL AFFILIATIONS

- International Code Council
 - Economic Development Committee for the Sustainability Master Plan Advisory
 - Golden Key International Honor Society
-

David DeLeon, Code Enforcement Officer

EXPERIENCE

Quality of Life Inspector (Seasonal) – Aurora, IL	2005 to Present
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LICENSES & CERTIFICATIONS

International Code Council

- Property Maintenance & Housing Inspector – ICC & AACE
-

CONTINUING EDUCATION

- International Code Council (ICC)
-

PROFESSIONAL AFFILIATIONS

- International Code Council (ICC)

Staff Consistency

It is important to our clients that the members of our team fit with their community and that they will be around for the foreseeable future. We invest a great deal of time into our team members and have created an environment where they can prosper. We offer competitive pay and benefits and support them with continuing education and training. Because of the environment we have created, we have very low turnover in the company. People want to work here. If turnover does occur, for any reason, we will discuss the situation with the communities. We will also continue to maintain a talent pool of people so that interruptions of service do not occur.

Staffing Summary

Our client's often recognize that we have the best people in the business. We are confident that your communities will have the same experience because we:

- Hire for the right balance of technical and soft skills
- Have employees that model our core values
- Have developed a strong orientation program
- Have clear lines of reporting
- Provide flexibility of resources to accommodate changes in activity levels
- Provide continuing training
- Keep our team members over time
- Maintain a deep talent pool in each area we serve

REFERENCES AND EXPERIENCE

Experience Overview

The services requested match up very well with the services we have been providing since 1992. While we have provided specific references below, feel free to contact any of our clients.

List of Current Cities, Towns, and Public Agencies Served

Aims Community College, CO	Ferndale, MI	Muskegon Heights, MI
Apex, NC	Front Range Community College, CO	Nederland, CO
Aspen Public Schools, CO	Firestone, CO	Newberry County, SC
Aspen, CO	Forest Park, GA	Northglenn, CO
Ault, CO	Foxfield, CO	Norton Shores, MI
Bainbridge, GA	Georgetown, CO	Northeastern Junior College, CO
Barnwell, SC	Georgetown, SC	Nunn, CO
Beaufort, SC	Gilcrest, CO	Orangeburg, SC
Bennett, CO	Grover, CO	Palmetto Academy, SC
Boulder County Schools, CO	Hanahan, SC	Peachtree City, GA
Boulder County, CO	Hampton, GA	Pierce, CO
Breckenridge, CO	Hapeville, GA	Pine Lake, GA
Burlington, CO	Hayden, CO	Pitkin County, CO
Butts County, GA	Hudson, CO	Platteville, CO
Castle Pines, CO	Idaho Springs, CO	Powder Springs, GA
Castle Rock, CO	Johns Creek, GA	Red Cliff, CO
Centennial, CO	Jonesboro, GA	Roswell, GA
Chamblee, GA	Keenesburg, CO	Saluda, SC
Chattahoochee Hills, GA	Kersey, CO	Senoia, GA
Cheraw, SC	Kiowa, CO	Severance, CO
Clarkston, GA	Lake City, GA	Sharpsburg, GA
Coastal Carolina University, SC	Lake County, CO	St. Vrain Valley Schools, CO
College of Charleston, SC	Limon, CO	State of Colorado
Colorado Mesa University, CO	Lithonia, GA	State of South Carolina
CO State University, CO	Lochbuie, CO	State of Wyoming
Commerce City, CO	Lone Tree, CO	Stone Mountain, GA
Craig, CO	Loveland, CO	Summit Public Schools, CO
Dacono, CO	Lyons, CO	Timnath, CO
Decatur, GA	Madison Heights, MI	Troy, MI
Department of Corrections, CO	Marlboro County, SC	Tyrone, GA
Dept. Military & Veterans, CO	Mead, CO	Union City, GA
Dept. of Natural Resources, SC	Medical University of SC	University of Northern CO
Eagle, CO	Midlands Technical College, SC	Vail, CO
Eagle County School District, CO	Milliken, CO	Villa Rica, GA
Easley, SC	Milton, GA	WC School District, CO
Edgewater, CO	Mountain Park, GA	Wellington, CO
Federal Heights, CO	Muskegon, MI	West Point, GA

References

Municipality:	City of Troy, Michigan
Address:	500 West Big Beaver Road
City, State, Zip Code:	Troy, MI 48084
Contact Person:	Mark Miller, Assistant City Manager
Telephone Number:	248-524-3351
Email:	millermf@troymi.gov
Dates of Service:	July 2010 to June 2013 (initial 3 year term; option for additional 2 year term)
Award Amount:	\$6.9M
Municipality:	City of Roswell, Georgia
Address:	38 Hill Street
City, State, Zip Code:	Roswell, GA 30075
Contact Person:	Alice Wakefield, Community Development Director
Telephone Number:	770-641-3780
Email:	awakefield@roswellgov.com
Dates of Service:	Sept 2012 to Sept 2015 (initial 3 year term; option for additional 2 year term)
Award Amount:	\$720K Annually
Municipality:	City of Muskegon, Michigan
Address:	933 Terrance Street
City, State, Zip Code:	Muskegon, MI 48083
Contact Person:	Bryon Mazade, City Manager
Telephone Number:	231-724-6724
Email:	bryon.mazade@postman.org
Dates of Service:	Nov 2012 to Nov 2015 (initial 3 year term; option for additional 2 year term)
Award Amount:	\$330 K Annually
Municipality:	City of Centennial, Colorado
Address:	13133 East Arapahoe Road
City, State, Zip Code:	Centennial, CO 80112
Contact Person:	Wayne Reed, Director of Planning
Telephone Number:	303-734-4567
Email:	reed@centennialcolorado.com
Dates of Service:	Jan 2011 to Dec 2015 (initial 5 year term; two (2) one-year extensions)
Award Amount:	\$14M
Municipality:	Town of Windsor, Colorado
Address:	301 Walnut Street
City, State, Zip Code:	Windsor, CO 80550
Contact Person:	Joseph Plummer, Director of Planning and/or Scott Ballstadt, Planner
Telephone Number:	970-674-2414 (Plummer) – 970-674-2411 (Ballstadt)
Email:	jplummer@windsorgov.com - sballstadt@windsorgov.com
Dates of Service:	Jan 1992 to Dec 2013 – renews annually
Award Amount:	\$745K Annually

TESTIMONIALS

City of Johns Creek, Georgia

November 09, 2012

Good Morning,

I just wanted to drop you a line to let you know about the SAFEbuilt Team in Johns Creek, GA.

They work hard to serve our community and continue to be a team player. They even provided a breakfast and Marine Corp birthday cake today to help us celebrate our veterans.

Sometimes it is the little things that make a big difference. I just wanted to brag on the Johns Creek SAFEbuilt team.

Thank you,

Joanie Jones, City Clerk

City of Ferndale, Michigan

July 02, 2012

Good Morning!!

I wanted to send a note to let you know what an excellent job Scott is doing for us. His professionalism, attention to detail and work ethic are excellent. There have been two specific instances where Scott has gone above and beyond what I'd expect from even a full time City employee. On an inspection he encountered a hoarder situation, instead of just issuing the appropriate violations Scott intervened, contacted the County on his own and followed through making sure the issue was resolved to the benefit of everyone, including the tenant. In a second instance we had a landlord that owns many properties in the City make an appointment to meet with me regarding several inspections Scott conducted. They questioned several of the comments and on the surface appeared to be correct on many issues or they were things that we did not require in the past. Without a request from me, and on his own time, Scott took the inspections and identified the appropriate section of code that supported the comment - not only making my job easier but also identifying some areas where we could provide a better level of service.

Scott is professional, works well with Staff and has provided us with an excellent level of service while we are shorthanded. He represents your company in the most positive manner possible.

Best regards,

Derek L. Delacourt

Director Community & Economic Development

Town of Vail, Colorado

Is there one incident or event that sticks in your mind that really exemplifies the Town's relationship with SAFEbuilt?

SAFEbuilt was originally brought on to assist the Town when the volume of work outpaced our staffing levels. Even though the volume of work has decreased dramatically and our staffing levels were reduced, I keep SAFEbuilt on because of their demonstrated ability to consistently deliver the professional services our customers have come to expect. They do this work with integrity, professionalism and always on budget.

Town of Vail Building Official

March 14, 2012

FEES – EXHIBIT A

See Exhibit A

SCOPE OF WORK – EXHIBIT B

See Exhibit B

ADDITIONAL INFORMATION

Over the Counter Permitting/Do-It-Yourself Projects Rapid Review

On mutually agreed upon days, SAFEbuilt provides over the counter permits and plan reviews for specified permit types such as garages, uncovered decks, patio covers, egress windows, and basement finishes. Over the counter permitting provides for faster permitting turn around, and face to face interaction between building department staff, contractors and homeowners.

Neighborhood Improvement Team Program (NIT)

SAFEbuilt offers a Neighborhood Improvement Team program. The Neighborhood Improvement Team is a structured program to create partnerships within the municipality to improve quality of life through collaboration of municipal staff and community members in identifying neighborhood concerns and applying resources to respond.

While municipal staff, officials and community organizations are all working towards the same goals it has been determined that there is a disconnect among the tactics employed and a lack of communication among these key participants. The creation of the Neighborhood Improvement Team is designed to improve communication and rebuild the relationship between officials and citizens. It is based on the belief that we can do a better job by engaging citizens in developing priorities and solutions. The program consists of a monthly meeting among staff, citizens and community organizations to discuss quality of life issues, concerns and announcements.

Homeowner Improvement Program

This program incents homeowners to undertake quality home improvement projects utilizing quality/approved contractors in the community. It includes local business involvement and can also positively impact your permit revenue intake.

Emergency Response

In the case of emergency response, SAFEbuilt fulfills the role of assessing damages, posting placards on both safe and unsafe structures. SAFEbuilt provides immediate response to localized emergencies (such as fire, building collapse, etc.) through co-located staff. In the case of large scale emergencies, our building official will work directly with your representative and emergency management personnel to determine an appropriate response and mobilize additional resources as needed. SAFEbuilt has an ICC Disaster Response trainer on staff and will ensure all inspectors are properly trained and certified to respond.

AFFIDAVITS

Disqualification of Certain Offeror

DISQUALIFICATION OF CERTAIN OFFERORS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or subagreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.



(Signature of Offeror if the Offeror is an Individual)
(Signature of Partner if the Offeror is a Partnership)
(Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 18th day of January, 2013



Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection.

Anti-Collusion Affidavit

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

David Thomsen, being first duly sworn,
deposes and says that he is Vice President
(Partner, Officer, Owner, Etc.)
of Safe Built, Incorporated
(Consultant)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.



(Name of Offeror if the Offeror is an Individual)
(Name of Partner if the Offeror is a Partnership)
(Name of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 18th day of January, 2013




Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

Conflict of Interest

CONFLICT OF INTEREST

David Thomson, Vice President, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the offeror, its owners and employees and any official or employee of a Municipality identified herein.

Offeror further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if offeror has not disclosed any actual or potential conflict of interest, the Municipality may disqualify the proposal or the affected Municipality may void any award and acceptance that the Municipality has made.



(Name of Offeror if the Offeror is an Individual)
(Name of Partner if the Offeror is a Partnership)
(Name of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 15th day of January, 2013

Michael S. Garcia


Failure to complete and return this form may be considered sufficient reason for disqualification.

TAX COMPLIANCE AFFIDAVIT

David Thomsen, being first duly sworn,
deposes and says that he is Vice President
(Partner, Officer, Owner, Etc.)
of Safe Built, Incorporated
(Consultant)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the Municipality identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Municipality to recover all amounts paid to the individual or entity under the agreement in civil action.


(Name of Offeror if the Offeror is an Individual)
(Name of Partner if the Offeror is a Partnership)
(Name of Officer if the Offeror is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 18th day of January, 2013




Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

ADDENDA

Addendum #1



Purchasing Division

**Village of Glenview
1225 Glenview Road
Glenview, IL 60025**

January 18, 2012

**ADDENDA #1 (1 of 6 Pages)
RFP #213001
RFP ON: Inspectional & Plan Review Services**

RFP Due Date: February 7, 2013, 2:00 p.m. CST

Please note the following clarifications, revisions, and additions to the bid documents.

1. All services as described within the RFP are on an as needed, supplemental basis;
2. Subcontracting during the initial and subsequent terms of the Agreement is prohibited;
3. Please reference Exhibit 1 for additional clarifications for the City of Evanston;
4. Please reference Exhibit 2 for additional clarifications for the Village of Glenview;
5. Please reference Exhibit 3 for additional clarifications for the Village of Wilmette;
6. Please reference Exhibit #4 for additional clarifications for the Village of Winnetka;
7. Please remove all references to ROW & Utility Inspections;
8. Please delete page -- of the pricing sheet provided and insert the attached

Please include a copy of this document in your bid submittal.

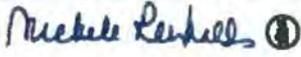
**PLEASE SIGN THIS FORM AND FAX BACK TO (847) 657-0484 WITHIN 24 HOURS.
RETURN ORIGINAL WITH YOUR BID.**

I will be submitting a bid or
I will not be submitting a bid because

Sincerely,

Michele Reynolds, CPPO, C P M
Village of Glenview Purchasing Manager

Acknowledged and Accepted 213001-1:


Village of Glenview Purchasing Manager

Signature:

Company:

SAFE built

END ADDENDUM #1



Purchasing Division

Village of Glenview
1225 Glenview Road
Glenview, IL 60025

January 28, 2013

ADDENDA #2 (1 of 3 Pages)

RFP #213001

RFP ON: Inspectional & Plan Review Services

RFP Due Date: February 7, 2013, 2:00 p.m. CST

Please note the following clarifications, revisions, and additions to the bid documents.

1. The Village of Kenilworth will be participating in the RFP. Therefore, where the City of Evanston; Villages of Glenview, Wilmette and Winnetka are mentioned under the general terms and conditions section of the RFP, the Village of Kenilworth shall be added.

2. The following shall be added to the special provisions section of the RFP:

1.5 **VILLAGE OF KENILWORTH**

The Village of Kenilworth is a community of 2,513 located along Lake Michigan. The Village is 0.6 square miles. The Village is completely built out and comprised primarily of single family residential homes. It also is served by one small business district. The Village is approximately 15.5 miles north of Chicago. In terms of transportation, it is served by the Metra commuter rail and Pace bus. Kenilworth is governed by a Village Board composed of a Village President and six Trustees operating under the Council Manager form of government. The Village is on a calendar-year budget cycle. Day-to-day operations are the responsibility of the Village Manager.

Contract Manager: Susan Criezis, Community Development Director

Office Hours: Monday – Friday from 8:30 AM – 5:00 PM

Inspection Hours: Currently, inspections take place between 9:00 AM – 11:00 AM; the Village is flexible for the schedule of future inspection hours.

3. Please delete the Plan Review, Plumbing Inspection & Building-Electrical Inspection tabs of Exhibit A and replace with the attached.
4. Please reference Exhibit 5 for additional clarifications for the Village of Kenilworth.
5. Please delete Section 2 – Proposal Price of the RFP (located on page 12, under the heading General Terms and Conditions) and insert the narrative below.

2. **PROPOSAL PRICE**

Please provide pricing on the Pricing Sheet (Exhibit A) consistent with the Scope of Work outlined in Exhibit B. Additionally, please provide labor rates for all staff identified.

Municipalities request pricing for all work defined in the Pricing Sheet (Exhibit A). Proposal submissions that fail to include pricing for each subset (type of inspection and/or plan review services) shall be considered incomplete and may be rejected without any further consideration.

Proposed labor rates shall be all-inclusive with no allowances made for incidentals.

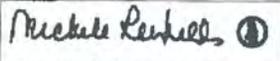
Each offeror shall submit a proposal using the forms and pricing sheets provided herein.

Please include a copy of this document in your bid submittal.

PLEASE SIGN THIS FORM AND FAX BACK TO (847) 657-0484 WITHIN 24 HOURS.
RETURN ORIGINAL WITH YOUR BID.

I will be submitting a bid X or
I will not be submitting a bid because

Sincerely,


Village of Glenview Purchasing Manager

Michele Reynolds, CPPO, C.P.M.
Village of Glenview Purchasing Manager

Acknowledged and Accepted 213001-2:

Signature:



Company:

SAFE built

END ADDENDUM #2



Purchasing Division

Village of Glenview
1225 Glenview Road
Glenview, IL 60025

January 31, 2013

ADDENDA #3 (1 of 3 Pages)

RFP #213001

RFP ON: Inspectional & Plan Review Services

RFP Due Date: February 7, 2013, 2:00 p.m. CST

Please note the following clarifications, revisions, and additions to the bid documents.

1. The proposal indicates permits of the following types; small, residential, commercial and remodeling. The information given on the Plan Review Pricing sheet does not describe the size or complexity of the projects, only types. A commercial building could range from a tenant build-out of 1,500 square feet to a large scale 100,000 square foot building. The request is to estimate the number of hours based on the number of approximate permits of annual plan reviews. The estimate of the number of hours would be mixing apples and oranges and very inconsistent. Please define these projects to allow us to submit a bid of estimated hours and annual cost that is consistent with other bidders? The plan review pricing format will not be changed.
2. Is it the intent for building and electrical inspections that they are done at the same time by the same inspector and that is why they are combined? There is also no distinction between the commercial and residential (building and electrical) inspections. Is this the intent? It is not the intent of the Municipalities to define the proposer's process. That is correct - there is no distinction between commercial and residential.
3. Is the code enforcement inspection cost sheet deleting engineering code enforcement as identified in Engineering Code Enforcement checklist, since addendum #1 eliminated ROW and utility inspections? The ROW and Utility inspections have been eliminated. Engineering Code Enforcement is still part of the RFP.
4. The metrics under code enforcement, plumbing, building and electrical inspections and fire inspections requires "review of 50% of the inspections by performing field audits at no additional cost to the municipality." 50% is an extremely high number to verify quality control at no cost. Is 50% a misprint? No.
5. The various inspection check lists indicates "vehicle shall be identified at the time of inspection." Is the Village providing signage to be placed on the vehicle, requiring registering the vehicle as an inspection vehicle or some other means? Please clarify? If a municipality requires signage to be placed on a vehicle, the municipality will provide the signage.
6. Plumbing inspection checklist refers to all work to comply with building, plumbing, mechanical, electrical, energy and ADA. When referring to ADA do you mean the Illinois Accessibility Code since ADA is federal regulation? The building and electrical checklist refer to the Illinois Accessibility Code and ADA is this correct? Both.
7. Is the metric requiring 95% of all inspections to be approved or partially approved during the first inspection a mandatory requirement? 95% on first approval. If a project complies or can be partially approved this is reasonable a project cannot be approved that is in violation of the code. Please clarify if this is a goal and/or objective? The intent is to minimize re-inspections.
8. Define what is meant by adjusted MBS lot area in the plan review requirements? Maximum Building Size (MBS) and adjusted MBS are defined by each municipality. Definitions are found at the following websites:

www.glenview.il.us www.cityofevanston.org www.wilmette.com www.villageofwinnetka.org www.villageofkenilworth.org

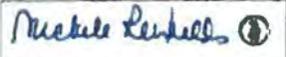
9. Addendum #2 was issued on January 30, 2013 and updated pricing sheets were issued. Updated code enforcement and fire inspections were excluded from this addendum. Was this due to reflect the Village of Kenilworth was not requiring these services and therefore the previous price sheets apply? Yes
10. What permitting software system is each municipality currently utilizing? And, is the selected contractor going to be provided access and be expected to enter results into the system? Evanston currently uses Accela, Glenview currently uses MUNIS, Wilmette currently uses MUNIS, Kenilworth currently uses Microsoft Office Outlook and Winnetka currently uses Accela – but plans to begin using New World later this year. The awarded contractor will be provided access to each software system and will be required to enter results into each Municipality's respective software system.
11. The insurance requirement for Crime Insurance is \$5,000,000 for employee dishonesty. Is it necessary for the coverage to be that high and would you consider a lower amount for that requirement? The Village is willing to lower the amount to \$2,000,000.00.
12. Could you provide some additional clarification as to the specific responsibilities and skills required for Engineering Code Enforcement?
 - Inspect and compare field conditions to engineering plans and topographical maps to determine if violations of Municipal and other applicable regulations have occurred.
 - The inspector should be a graduate of or currently enrolled in a civil engineering, land surveying, or other closely aligned program
 - Ability to implement the International Property Maintenance Code (IPMC)
 - Ability to testify at Municipal court proceedings (currently, the Village of Glenview holds court proceedings at Glenview Village Hall the 4th Wednesday of every month)
13. Since a position like engineering code enforcement is a part time position requiring a unique skill set, would you considering allowing a sub-contractor for this position? No.
14. The Village of Kenilworth lists elevator inspections as a consulted service. Is this part of the RFP or is will this service remain with the current provider? Elevator inspections are not part of the RFP.
15. Permit Technician services are listed as part of the Village of Glenview proposal. Will this position be provided office space within the municipal building and work alongside current staff? Yes.

Please include a copy of this document in your bid submittal.

PLEASE SIGN THIS FORM AND FAX BACK TO (847) 657-0484 WITHIN 24 HOURS.
RETURN ORIGINAL WITH YOUR BID.

I will be submitting a bid or
I will not be submitting a bid because _____

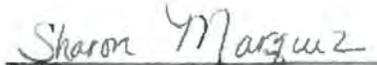
Sincerely,


Village of Glenview Purchasing Manager

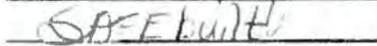
Michele Reynolds, CPPO, C.P.M.
Village of Glenview Purchasing Manager

Acknowledged and Accepted 213001-3

Signature



Company



END ADDENDUM #3

ATTACHMENT B
REQUEST FOR PROPOSALS

RFP # 213001

PROPOSAL DOCUMENTS AND SPECIFICATIONS

INSPECTIONAL & PLAN REVIEW SERVICES

FOR THE MUNICIPALITIES OF:

EVANSTON, GLENVIEW, WILMETTE, & WINNETKA



**VILLAGE OF GLENVIEW PURCHASING
1225 WAUKEGAN ROAD
GLENVIEW, IL 60025
(847) 724-1700**

LEGAL NOTICE

Official notice is hereby given that sealed proposals will be received in the Office of the Purchasing Manager, Glenview Village Hall, at 1225 Waukegan Road, Glenview, Illinois until 2:00 p.m. local time on February 7, 2013 for the following:

RFP NO: 213001
RFP ON: INSPECTIONAL & PLAN REVIEW SERVICES
FOR THE MUNICIPALITIES OF:

EVANSTON, GLENVIEW, WILMETTE & WINNETKA

A NON-MANDATORY PRE-SUBMISSION MEETING WILL BE HELD on January 24, 2013 AT 10:00 AM at the Village of Glenview Police Department Community Room, 2500 E. Lake Avenue, Glenview, IL 60026.

Scope of work includes the following inspectional services: Plan Review Services, Plumbing Inspections, Building & Electrical Inspections, Fire Inspections, Code Enforcement Services, ROW & Utility Inspections & Permit Clerk Services.

Specifications may be obtained at Administrative Services Department, Glenview Village Hall, 1225 Waukegan Road, Glenview, Illinois, 60025 or by calling (847) 724-1700.

Offers may not be withdrawn for a period of one-hundred fifty (150) days after closing date without the consent of the Municipalities.

Any proposal submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, shall be disqualified and returned to the offeror.

The Municipalities reserve the right to reject any and all proposals or parts thereof, to waive any irregularities or informalities in procedures and to award the agreement(s) in a manner best serving the interest of the Municipalities.

Dated: 01/10/2013
Michele Reynolds, CPPO, C.P.M.
Purchasing Manager



Village of Glenview Finance Department
1225 Waukegan Road
Glenview, IL 60025

SUBMISSION INFORMATION

PROPOSAL # 213001
BID OPENING DATE: February 7, 2013
TIME: 2:00 P.M. Local Time
LOCATION: Administrative Services Department
COPIES: One (1) original & Four (4) Copies

REQUEST FOR PROPOSALS CONSULTANT INFORMATION

Company Name: _____
Address: _____
City, State, Zip Code: _____

INSPECTION SERVICES

per the specifications identified herein

Provide detailed pricing via the Pricing Sheet (Exhibit A).

Grand
Total

Any and all exceptions to these specifications MUST be clearly and completely indicated on the proposal sheet. Attach additional pages if necessary. **NOTE TO OFFERORS:** Please be advised that any exceptions to these specifications may cause your proposal to be disqualified. Submit bids by SEALED PROPOSALS ONLY. Fax and e-mail proposals are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting agreement or to accept any request for additional compensation. By signing this proposal document, the offeror hereby certifies that they are not barred from submitting an offer on this RFP as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: _____

Company Name: _____

Typed/Printed Name: _____

Date: _____

Title: _____

Telephone Number: _____

E-mail _____

1. GENERAL

- A. **Definition:** The Request for Proposals (RFP) process is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of an agreement. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.
- B. **Examination of Documents:** Prior to submitting a proposal, offerors are advised to carefully examine the project scope and work tasks to be accomplished, specifications, insurance requirements and required affidavits; becoming thoroughly familiar with all conditions, instructions and specifications governing this proposal. If an offeror's proposal is accepted, they shall be responsible for, and the Municipality will make no allowance for, any errors in the offeror's proposal resulting from failure or neglect to comply with these instructions.
- C. **Form of Proposal:** Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided herein by the Municipality. Additional information, as requested by the Municipalities, shall be submitted in accordance with instructions contained within these documents. Failure to execute proposals as required may be, at the sole discretion of the Municipality, a cause for rejection.
- D. **Execution of Proposal:** Proposals shall be signed by an authorized officer or Manager of the offeror. If the offeror is a corporation, the proposal shall bear the name of the corporation, and be signed by the president and secretary of the corporation. Should the proposal be signed by an officer(s) other than the president and secretary of the corporation, the proposal must be accompanied by an affidavit authorizing such officer(s) to bind the corporation.
- E. **Incurred Costs:** The Municipalities will not be liable in any way for any costs incurred by respondents in replying to this Request for Proposal.

2. SUBMISSION OF PROPOSAL

All proposals shall be submitted in a sealed envelope to the office of the Purchasing Manager, Village of Glenview, Administrative Services Department, 1225 Waukegan Road, Glenview, Illinois, 60025, by the specified closing time for receipt of the proposals. **The sealed envelope shall carry the following information on the face:** offeror's name, address, subject matter of the proposal, proposal number, and date and hour designated for the closing of receipt of proposals as shown in the notice.

Where proposals are sent by mail or courier service, the offeror shall be responsible for their delivery to the Purchasing Manager prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.

Proposals transmitted by facsimile (fax) or e-mail will not be accepted.

No responsibility will be attached to the Purchasing Manager or the Village of Glenview for the premature opening or non-opening of a proposal not properly addressed and identified in accordance with these instructions, except as otherwise provided by law.

3. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the time designated for the closing of receipt of proposals by written request. However, no offer shall be withdrawn within the one hundred fifty (150) calendar day period after the time set for the closing. Offerors withdrawing their proposal prior to the time and date set for closing of receipt of proposals may still submit another proposal if done in accordance with these instructions.

4. CONFIDENTIALITY

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a proposal. If the offeror desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the proposal as "Proprietary and Confidential." In no event should all pages of the proposal be so marked. The proposal should include a separate written request clearly evidencing the need for confidentiality. The Village of Glenview Purchasing Manager shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village of Glenview Purchasing Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Municipality. Based upon the public nature of these RFP's, an offeror must inform the Municipalities, in writing, of the exact materials in the offer that the offeror believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

5. RESPONSIBILITY OF OFFEROR

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with a respective Municipality, or who is a defaulter as to surety or otherwise upon any obligation to the Municipalities.

6. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the offeror on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the proposal. **Each exception must refer to the page number and paragraph to which it pertains.** The nature of each exception shall be fully explained. Offerors are cautioned that any exceptions to these specifications may be cause for rejection of the proposal.

Should an offeror submit a proposal where any exception is not clearly marked, described and explained, the Municipalities will consider the proposal to be in strict compliance with these specifications. If then awarded an agreement, the successful offeror shall comply with all requirements in accordance with these specifications.

1. INTENT

It is the intent of the City of Evanston ("Evanston"), the Village of Glenview ("Glenview"), the Village of Wilmette, ("Wilmette"), and the Village of Winnetka ("Winnetka"), (collectively, the "Municipalities"), to enter into an agreement with a reputable firm ("Consultant") to provide inspectional and plan review services. These services shall include:

- A. Plan Review
- B. Plumbing Inspections
- C. Building & Electrical Inspections
- D. Fire Inspections
- E. Code Enforcement Services
- F. ROW & Utility Inspections
- G. Permit Clerk Services

The Municipalities are seeking a reputable firm to provide independent contractors to supplement Municipal staff.

Through this joint proposal process, the Municipalities are collectively releasing this single RFP document. This is an efficient approach for communities to obtain similar services. The Village of Glenview is coordinating the initial phase of the proposal process on behalf of the Municipalities identified herein. Proposals will be evaluated by the Municipalities, in accordance with Evaluation Process specified herein, and each City or Village's municipal manager/administrator or board of trustees/city council, as the case may be, will have the right to execute an agreement with the consultant who is deemed to be the most advantageous and who is best qualified to perform in accordance with the terms and conditions of the agreement.

2. PROPOSAL PRICE

Please provide pricing on the Pricing Sheet (Exhibit A) consistent with the Scope of Work outlined in Exhibit B. Additionally, please provide labor rates for all staff identified.

Proposer shall submit pricing for all work defined in the Pricing Sheet (Exhibit A). It is further understood that the proposer must submit pricing for each type of service identified. Proposal submissions that fail to include pricing for each subset (type of inspection and/or plan review services) shall be considered incomplete and will be rejected without any further consideration.

Proposed labor rates shall be all-inclusive with no allowances made for incidentals.

Each offeror shall submit a proposal using the forms and pricing sheets provided herein.

3. PRE-BID CONFERENCE

A NON-MANDATORY PRE-BID CONFERENCE will be held on January 24, 2013 at 10:00 a.m. at the VILLAGE OF GLENVIEW POLICE DEPARTMENT COMMUNITY ROOM, 2500 E Lake Avenue, Glenview, Illinois 60026.

Consultants interested in bidding this work are urged to attend the pre-proposals conference. Attendance at this meeting is not mandatory; however, consultants are warned that no allowance will be granted to offerors unfamiliar with the work.

4. TERM OF AGREEMENT

The term of this Agreement shall be from the date of award until December 31, 2013. The Municipalities reserve the right to renew their agreement for two (2) additional one (1) year periods, subject to acceptable performance by the Consultant. At the end of the initial or renewal term, the Municipalities reserve the right to extend this agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place.

For any term beyond the initial term, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Municipalities to appropriate funds in future contract years.

5. VOLUME/ESTIMATED QUANTITY

The volumes identified herein are estimated quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipalities' requirements whether for more or less than the estimated amount.

The Village of Glenview reserves the right to increase and/or decrease quantities, add or delete locations or Municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

In the event awarded Contractor (s) is unavailable, the Municipalities reserve the right to use whatever contractor is available to minimize and/or mitigate damages to their Municipality.

6. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful offeror. The offeror agrees that the Village of Glenview shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The offeror further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Offerors and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the Municipality.

7. EVALUATION PROCESS

The Municipalities will apply the evaluation criteria specified herein in determining the Consultant deemed to be the most advantageous and best qualified to perform in accordance with the terms and conditions of the agreement.

- A. The Municipalities receive written proposals as follows: One (1) original, four (4) copies and one (1) electronic (USB or compact disc) copy of the proposal shall be submitted. The proposals should include the resume of the firm, location of the firm, references from past and present clients, descriptions of projects of similar scope and experience, the names and background of project personnel, a narrative or work plan describing their approach to the specific project, a project task schedule (as applicable), responses to Exhibits A & B, and any other submittals requested within the proposal document.
- B. The Municipalities will review and evaluate the proposals based on the established selection criteria and a comparison of all proposals. If necessary, the Municipalities may request a meeting with one or more offerors to clarify and/or expand on the proposal. In accordance with the requirements of the proposal, the Municipalities may negotiate terms, conditions and fees with one or more offerors.
 - a. All offerors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Municipalities require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the Municipalities.
 - b. The Municipalities may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Municipalities shall not disclose any information derived from one proposal to any other offeror. The Municipalities reserve the right to request the offeror to provide additional information during this process.

During discussions, the offeror shall be prepared to cover the following topics:

- i. The specific services to be provided;
- ii. Qualifications of the offeror, including work on projects of similar scope and experience, the background of project personnel, etc., and;
- iii. The working relationship to be established between each Municipality and the offeror, including, but

not limited to, what each party should expect from the other.

- c. The Municipalities reserve the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Municipalities may require the RFP and the offeror's entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations will be held by the Municipalities as contractually binding on the successful offeror.

When the Municipalities determine an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal.

- C. The Municipalities select the proposal which, based on the ability to meet the criteria, appears to be the most advantageous, and each City or Village's municipal manager/administrator or board of trustees/city council, as the case may be, will have the right to execute an agreement with the consultant who is deemed to be the most advantageous and who is best qualified to perform in accordance with the terms and conditions of the agreement. The Municipalities reserve the right to reject any or all bids.

8. EVALUATION CONSIDERATIONS

A. Responsiveness with Request for Proposals

This refers to the adherence to all conditions and requirements of the Request for Proposals.

B. Required Submittals

Qualified firms interested in providing the services described are invited to submit a complete Proposal for consideration. The proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for non-acceptance of the Proposal.

The Proposer may provide information in addition to the information requested; however, the additional information shall be placed at the end of the Proposer's submittal in a section separated from the remainder of the proposal.

Proposals will be evaluated on a total score basis, with a maximum score of one-hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent:

C. Acceptability of Proposals

This refers to the adherence to all conditions and requirements of the Request for Proposals. The offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- i. Acceptable;
- ii. Unacceptable.

GRADING CRITERIA VALUE	VALUE
1. Services	25
2. Qualifications and Experience of Staff Proposed	25
3. References	20
4. Fees	30
Total Points	100

Services (Maximum 25 Points)

- Rating will be based on an assessment of the Proposer's knowledge and understanding of the nature of the work. Provide a narrative demonstrating the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the work, as well as the ability to rapidly respond to the needs of the Municipalities. The assessment will also evaluate the completeness and reasonableness of the offeror's proposed plan for accomplishing the task required, level of creativity demonstrated by the offeror's proposed methodologies for meeting the requirements of this proposal, and the proposed delivery schedule.

Qualifications and Experience of Staff Proposed (Maximum 25 Points)

Provide a narrative describing the role of and introducing each key individual in your firm's organization that will be actively involved in the performance of the services requested herein. Provide an organization chart showing functional relationships between the Proposer, sub-consultants (if any) and each of the Municipalities. Show the lines of communication, authority and assigned responsibility.

Please provide resumes for all staff proposed. Please also provide information on the experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant. Please also indicate how the quality of staff over the term of the agreement will be assured.

References (Maximum 20 points)

- Please provide a list of all municipal client references. The Proposer shall include contact names and titles, name of agencies, telephone numbers, e-mail and mailing addresses. The Proposer shall also include the name of the project manager/lead that was responsible for each of the referenced clients.
- The typical rating for an individual with significant experience and satisfactory performance on professional service contracts would be ten (10) points. Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of contracts and outstanding performance on previous contracts. Little or no experience on this type of project will receive fewer points.

Fees (Maximum 30 Points)

- This refers to the proposed contract fee. The offeror shall propose hourly rates as described in Section 2. Proposal Price of the General Terms and Conditions. (Please note that price is only one factor for consideration of award).

9. CALENDAR OF EVENTS (Tentative and subject to change)

Thursday, January 10, 2013	Proposal sent to potential offerors and advertised in the Pioneer Press. Please confirm that you have received via email to Michele Reynolds at mreynolds@glenview.il.us .
Thursday, January 24, 2013 10:00 a.m. CST	Non-Mandatory Pre-Proposal Conference - Village of Glenview Police Department Community Room, 2500 East Lake Avenue. Glenview, IL 60026
January 30, 2013 4:00 pm	Last day to submit questions and requests for clarification.
February 1, 2013	Release of responses to all questions received by January 25, 2013
February 7, 2013	<p>Deadline for RFP Submission. Proposals received after the date and time identified will be returned unopened.</p> <p>One (1) original (clearly identified), of the complete/signed proposal by February 7, 2013 before 2:00 p.m. CST, to:</p> <p style="text-align: center;">Michele Reynolds, CPPO, C.P.M. Purchasing Manager Village of Glenview 1225 Waukegan Road Glenview, IL 60025 RFP #213001</p> <p style="text-align: center;">RFP ON: Inspectional and Plan Review Services</p> <p style="text-align: center;">PLEASE INCLUDE ONE (1) ORIGINAL, FOUR (4) COPIES AND ONE (1) ELECTRONIC (USB OR COMPACT DISC) COPY</p>
Week of February 14, 2013	Offeror Interviews (if necessary)
March, 2013	Recommendations made to the Municipal Corporate Authorities

10. ADDITIONAL INFORMATION

Should the offeror require additional information about this request for proposal, submit questions via email to: mreynolds@glenview.il.us. Questions are required **no later than 4:00 P.M. on January 30, 2013**.

ANY and ALL changes to these specifications are valid only if they are included by written addendum. No interpretation of the meaning of the scope of work will be made orally. Failure of any offeror to receive any such addendum or interpretation shall not relieve the offeror from obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused an offeror to improperly submit a proposal.

The Municipalities recognize that in some cases the information conveyed in this RFP may provide an insufficient basis for performing a complete analysis of the RFP requirements. Prospective offerors are therefore requested to make the best possible use of the information provided, without the expectation that the Municipalities will be able to answer every request for further information, or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

11. RESERVATION OF RIGHTS

Each Municipality identified herein reserves the right to accept an offeror's proposal that is, in its judgment, the best and most favorable to the interests of that Municipality and of its residents; to accept any item (s) of an offeror's proposal; to reject, any portion or all of an offeror's proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the offeror's proposals when to do so would not, in each Municipality's opinion, prejudice the proposal process or create any improper advantage to any offeror; and to waive irregularities and informalities in the proposal process or in any offeror's proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and offerors should not rely upon, or anticipate, such waivers in submitting the offeror's proposals. The enforcement of this Reservation of Rights by one or more of the Municipalities shall not be considered an alteration of the proposal.

12. DOCUMENT OBTAINED FROM OTHER SOURCES

The Village of Glenview is the only official source for proposal packages and supporting materials. Registration with the Village of Glenview is the only way to ensure offerors receive all addenda and other notices concerning this project. The Village of Glenview cannot ensure that offerors who obtain proposal packages from sources other than the Village of Glenview will receive addenda and other notices. All offerors are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the Municipalities' discretion, be rejected as non-responsive and/or their proposal disqualified. **In such cases, the Village of Glenview will NOT re-release the project absent extraordinary circumstances.**

13. CONTACT WITH MUNICIPAL PERSONNEL

All offerors are prohibited from making any contact with the respective Municipalities' Presidents/Mayors, Trustees, or any other official or employee of the Municipalities (collectively, "Municipal Personnel") with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The respective City/Village Manager or Administrator reserves the right to disqualify any offeror found to have contacted Municipal Personnel in any manner with regard to the request for proposals. Additionally, if the Manager or Administrator determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

14. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST

Each Municipality's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Municipalities require all offerors including owners or employees to investigate whether a potential or actual conflict of interest exists between the offeror and any Municipality, their officials, and/or employees. If the offeror discovers a potential or actual conflict of interest, the offeror must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the

disclosing offeror from consideration. Information provided by the offeror in this regard will allow the Municipality to take appropriate measures to ensure the fairness of the proposal process.

The Village of Glenview requires all offerors to submit a certification, enclosed with this proposal packet, indicating that the offeror has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a proposal, all offerors acknowledge and accept that if any Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the offeror and/or refer the matter to the appropriate authorities for investigation and prosecution.

15. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this request for proposals shall be interpreted as meaning that only the best practice shall prevail.

16. RESPONSIVE PROPOSAL

16.1 A "Responsive Proposal" is defined as a "proposal which conforms in all material respects to the requirements set forth in the request for proposals." Offerors are hereby notified that any exceptions to the requirements of this proposal may be cause for rejection of the proposal.

16.2 Offerors shall promptly notify the Village of Glenview of any ambiguity, inconsistency or error which they may discover upon examination of the proposal documents. Interpretations, corrections and changes will be made by addendum. Each offeror shall ascertain prior to submitting a proposal that all addenda have been received and acknowledged in the proposal.

17. MODIFICATIONS

Offerors shall be allowed to modify/withdraw their proposal prior to due date. Once proposals have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the respective Municipality.

18. INSURANCE

The Consultant shall maintain for the duration of the agreement, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus as rated by A.M. Best Ratings. Such insurance will protect the Consultant from claims set forth below which may arise out of or result from the Consultant's operations under the agreement and for which the Consultant may be legally liable, whether such operations be by the Consultant or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

18.1 **Worker's Compensation Insurance** covering all liability of the Consultant arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

18.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

18.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultants employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the consultant, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

18.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit \$ 1,000,000

- 18.5 **Professional Liability Insurance** shall be maintained to respond to claims for damages due to the Consultant's errors and omissions.

Errors and Omissions \$2,000,000

- 18.6 **Crime Insurance** shall be maintained to respond to claims for damages due to the Consultant's employee theft, dishonesty, or other crime.

Crime \$5,000,000

- 18.7 Consultant agrees that with respect to the above required insurance:

18.7.1 The CGL policy shall be endorsed for the general aggregate to apply on an annual basis;

18.7.2 To provide separate endorsements: to name **each Municipality** as additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.

18.7.3 The Consultant's insurance shall be primary in the event of a claim.

18.7.4 **The City of Evanston, Village of Glenview, Village of Wilmette and the Village of Winnetka** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of an agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

18.7.5 A **Certificate of Insurance** that states the **respective Municipality** has been endorsed as an "additional insured" by the Consultant's **insurance carrier**. **Specifically, this Certificate must include the following language: "The (Municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

- 18.8 **Failure to Comply:** In the event the Consultant fails to obtain or maintain any insurance coverages required under this agreement, the Municipality may purchase such insurance coverages and charge the expense thereof to the Consultant.

19. HOLD HARMLESS

The Consultant agrees to indemnify, save harmless and defend the City of Evanston, Village of Glenview, Village of Wilmette and the Village of Winnetka, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the City of Evanston, Village of Glenview, Village of Wilmette and the Village of Winnetka its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Consultant under this provision shall not be limited by the limits of any applicable insurance required of the Consultant.

20. CHANGE IN STATUS

The Consultant shall notify each Municipality immediately of any change in its status resulting from any of the following: (a) consultant is acquired by another party; (b) change in greater than 5% ownership interest; (c) consultant becomes insolvent; (d) consultant, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) consultant ceases to conduct its operations in normal course of business. The Municipalities shall have the option to terminate its agreement with the consultant immediately on written notice based on any such change in status.

21. SUBCONTRACTORS

Subcontracting during the initial and subsequent terms of the agreement is prohibited.

22. INVOICES AND PAYMENTS

The Consultant shall submit invoices to each Municipality detailing the services provided directly to the respective Municipality. The Municipality shall only pay for services rendered. Additional services may be added based on the needs of the Municipality with prior written approval. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

City of Evanston
Jeffrey Murphy – Division Manager
2100 Ridge Avenue, Room 3501
Evanston, IL 60201

Village of Glenview
Inspectional Services Manager
1225 Waukegan Road
Glenview, IL 60025

Village of Wilmette
John Adler
Community Development Director
1200 Wilmette Avenue
Wilmette, IL 60091

Village of Winnetka
Michael D'Onofrio
Community Development Director
510 Green Bay Road
Winnetka, IL 60093

23. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Each individual Municipality's Scope of Work as stated; The Request for Proposals Terms and Conditions (including Special), and the Consultant's Proposal Response.

24. JURISDICTION, VENUE, CHOICE OF LAW

Each agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois.

25. NON-ENFORCEMENT BY THE MUNICIPALITIES

The Consultant shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the Municipality, on any one or more occasions, to insist on the consultant's performance or to seek the Consultant's compliance with any one or more of said terms or conditions.

26. INDEPENDENT CONTRACTOR

The consultant is an independent contractor and no employee or agent of the consultant shall be deemed for any reason to be an employee or agent of the Municipalities.

Employees or agents of the consultant may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Municipalities. However, in either case, the Municipalities retain the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Municipalities, which retain the right to approve or reject replacements.

Other personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

27. TERMINATION

Each Municipality reserves the right to terminate their respective portion of their agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the consultant shall be entitled to receive payment from the terminating Municipality for work completed to date in accordance with the terms and conditions of their agreement. In the event that an agreement is terminated due to consultant's default, the Municipality shall be entitled to purchase services elsewhere and charge the consultant with any or all losses incurred, including attorney's fees and expenses.

28. NON APPROPRIATIONS

The Municipality's reserve the right to terminate any part of their respective agreement or to reject proposals, in the event that sufficient funds to complete the agreement are not appropriated by their Municipal Board.

29. PROTEST PROCEDURE

Any offeror wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Glenview Purchasing Manager within seven calendar days of the closing time and date. This notice should include the title of the requirement, the request for proposal number, the closing date and the nature of the protest.

The Village of Glenview's Purchasing Manager shall decide any disputes concerning a question of fact under this procurement, which is not disposed of by agreement. The decision of the Village of Glenview's Purchasing Manager or her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the consultant shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the consultant shall proceed diligently with the performance of the agreement and in accordance with the decision of the Municipalities.

30. AFFIDAVITS

The following affidavits included in these agreement documents must be executed and submitted with the proposal:

- A) References
- B) Disqualification of Certain Offeror
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance

31. PROPERTY OF THE MUNICIPALITY

All documents and findings produced as a result of these services shall become the property of the Municipality.

32. EQUAL EMPLOYMENT OPPORTUNITY

Consultant shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the consultant shall comply with any Fair Employment Ordinance that has been adopted by the individual Municipality.

33. AUDIT/ACCESS TO RECORDS

- A. The consultant shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The consultant shall also maintain the financial information and data used by the consultant in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The consultant will provide facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- C. The consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a consultant, the auditing agency will afford the consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those

records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

34. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

35. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Consultant agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Consultant agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

1.0 GENERAL BACKGROUND**1.1 CITY OF EVANSTON**

The City of Evanston is located 12 miles north of downtown Chicago along 3.5 miles of Lake Michigan shoreline. It borders Chicago to the south, Skokie to the west and Wilmette to the north with an estimated population of around 75,000. Within its 8.5 square miles, the City is home to Northwestern University, two hospitals, and the national headquarters of Rotary International. A high percentage of local residents work in Evanston. 2013 marks Evanston's 150th Anniversary (1863-2013). The City of Evanston is a general purpose municipal government located in Cook County, IL. It is a home rule unit, as defined in the 1970 Illinois Constitution, and operates under the Council/Manager form of government to provide for the health, safety, and welfare of Evanston residents. The City is divided into nine wards, each of which is represented by an Alderman. The City operates on a calendar year budget cycle.

Contract Manager: Jeffrey Murphy, Division Manager

Office Hours: Monday – Friday from 8:30AM – 5:00PM

Inspection Hours:

Morning Inspections take place between 9:00AM – 12:00PM

Afternoon Inspections take place between 1:00PM – 3:00PM

1.2 VILLAGE OF GLENVIEW

The Village of Glenview, Illinois, ("Village") incorporated in 1899 and is a home-rule municipality operating under a council/manager form of government. The Village is 13.27 square miles with a total service area for some functions such as fire and water service of approximately 30 square miles. The Village 2000 US Census population was 41,847 and approximately 4,500 residents have moved into Glenview since then. The Village Board ("Board") is composed of the Village President and six Trustees. The Village follows a calendar year budget cycle. The Village provides a variety of municipal services to the community via seven departments, including the Police Department, Fire Department, Public Works Department, Capital Projects Department, Development Department, Administrative Services Department, and Village Manager's Office.

Contract Manager: Joe Footlik, Inspectional Services Manager

Office Hours: Monday – Friday from 8:00AM – 5:00PM

Inspection Hours:

Morning Inspections take place between 8:30AM – 11:30AM

Afternoon Inspections take place between 1:00PM – 3:30PM

1.3 VILLAGE OF WILMETTE

The Village of Wilmette is a community of 27,100 people located along Lake Michigan. The village is approximately 5.4 square miles. The Village is almost entirely built out and primarily single-family residential in character. Seven business districts of varying size are located in Wilmette, including a vibrant downtown. The Village is approximately 15 miles north of Chicago and has access to the region by CTA rapid transit, Metra commuter rail, and the Edens Expressway. Wilmette is governed by a Village Board composed of a Village President and six Trustees. Day-to-day operations are the responsibility of the Village Manager. The Village is on a calendar-year budget cycle.

Contract Manager: John Adler, Community Development Director

Office Hours: Monday – Friday from 7:30AM – 4:30PM

Inspection Hours:

Morning Inspections take place between 8:00AM – 12:00PM

Afternoon Inspections take place between 12:00PM – 4:00PM

1.4 VILLAGE OF WINNETKA

The Village of Winnetka is a community of 12,419 located along Lake Michigan. The village is 3.95 square miles. The Village is completely built out and comprised primarily of single family residential homes. It also is served by four distinct business districts. The Village is approximately 16 miles north of Chicago. In terms of transportation it is served by Pace, Metra (3 stations in the Village) and the Edens Expressway. Winnetka is a home-rule municipality and is governed by a Village Board composed of a Village President and six Trustees. In addition to regular municipal services, Winnetka also has its own electric utility. Beginning in 2014 the Village will be on a calendar-year budget cycle. Day-to-day operations are the responsibility of the Village Manager.

Contract Manager: Michael D'Onofrio, Community Development Director

Office Hours: Monday – Friday from 8:30AM – 4:30PM

Inspection Hours:

Morning Inspections take place between 9:00AM – 11:30AM

Afternoon Inspections take place between 1:00PM – 3:30PM

REFERENCES

Please list below five (5) references for which your firm has performed similar work for Municipalities as identified in the Proposal Qualifications.

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone _____

Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

DISQUALIFICATION OF CERTAIN OFFERORS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or subagreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Offeror if the Offeror is an Individual)
 (Signature of Partner if the Offeror is a Partnership)
 (Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 2013

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

_____, being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Consultant)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Offeror if the Offeror is an Individual)
(Name of Partner if the Offeror is a Partnership)
(Name of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 2013

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

CONFLICT OF INTEREST

_____, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the offeror, its owners and employees and any official or employee of a Municipality identified herein.

Offeror further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if offeror has not disclosed any actual or potential conflict of interest, the Municipality may disqualify the proposal or the affected Municipality may void any award and acceptance that the Municipality has made.

(Name of Offeror if the Offeror is an Individual)
(Name of Partner if the Offeror is a Partnership)
(Name of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 2013

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Consultant)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the Municipality identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

(Name of Offeror if the Offeror is an Individual)
(Name of Partner if the Offeror is a Partnership)
(Name of Officer if the Offeror is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 2013

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

**EXHIBIT A -
PRICING SHEET**
(ATTACHED)

**EXHIBIT B -
SCOPE OF WORK
(ATTACHED)**

Plan Review Requirements

Requirement	Available Y or N	Additional Comments
General - Applies to all review types		
Document all work in municipal software including review notes, deficiencies, permit status and contacts with customers.		
Prepare a written copy of the plan review and re-reviews for the permit file.		
Update file for received, reviewed, re-reviewed and approval dates throughout process.		
Confirm all required documentation has been submitted prior to reviewing plans		
Verify erosion control plan has been provided with the construction documents		
Review the legal lot description to verify if the lot is a single lot of record. Refer to planning and include in review if a Single Lot Subdivision is necessary.		
Apply all applicable zoning ordinance regulations to plans.		
Apply all Engineering Review Storm Water Infill Ordinance requirements to plans (storm Sewer & neighbor notifications).		
Review all applicable Municipal Board and/or Commission Packets and Ordinances and apply requirements to the plans		
Apply all building, safety, electrical, plumbing, mechanical, and energy code regulations including code amendments to plans.		
Forward review/ re-review to the permit contact and answer questions for applicant/ contact/ property owner/ architects/ contractors.		
Respond to inquiries and attend meetings with contacts, architects, builders, and their clients		
Re-review plans as needed (multiple iterations):		
Provide all review comments during the initial review unless a critical component was missed during the first review		
Calculate and Enter permit fees in local municipal software		
Calculate and Enter all customer contacts in local municipal software as directed.		
Review submittals after permit issuance for items such as Roof Truss Drawings, Precast concrete floor constructions and pre-fabricated floor joists		
Residential - Single Family Detached Related		
Apply code regulations including structural, building construction, and fire safety to plans		
Confirm that submission of drawings is in accordance with the approved submittals if it is a single lot subdivision or zoning variance.		
Clarify all structural modifications, including researching Microfilm or Laser Fiche records for existing structural conditions to confirm accuracy and that they do not conflict with the code requirements		
Document zoning district, lot area, adjusted MBS lot area, impervious lot coverage and maximum building size calculations in local municipal software as directed.		
Commercial/ Multi-family/ Institutional/ Industrial Related		
Apply building code regulations including structural, building construction, safety, egress and fire requirements, and material requirements to plans		
Apply applicable accessibility code regulations to plans		
Confirm that submission of drawings is in accordance with the plans approved by the Municipal Board and/or applicable commissions.		
Confirm a full set of Illinois Structural Engineer Sealed Structural Calculations are provided for structural members on the entire building or any structural alterations.		
Apply Fire Code regulations including construction, life safety, and fire protection requirements to plans		
Coordinate with Fire Inspection Team on fire review and inspection		
Document and track special commission approval requirements		
Coordinate the review of the plans for electrical, plumbing, and mechanical with the appropriate inspector		
Coordinate with sanitarians on plan reviews of food service establishments when applicable.		
Document zoning district, building area, building height, number of stories, construction type, separated and non-separated uses, use groups, occupant load, sprinklered and fire alarm protection standards in local municipal software as directed.		
Quality Control		
Audits of plan reviews will be performed by Staff on all plan reviews prior to release to the applicant until Staff is comfortable with progress of review performance.		
Regular audits of plan reviews will be performed by Staff on selected permit applications after issuance.		
Resources		
Provide tools necessary to complete review (e.g. scales, rulers, calculators, code books, cell phones, planimeters, (possible vehicles), etc.)		
Dress appropriately when working on behalf of the Municipality		
Ensure inspector has a valid drivers license (as it relates to travel outside of the office)		
Contract Points		
Plan Review time includes review time and fee entry time when applicable.		
Plan Reviews must be performed by qualified plan reviewers who have the ICC certification or State license appropriate for the type of review being performed.		
Provide the ability to perform an unlimited number of plan reviews.		
Municipality to interview and approve plan reviewers working in Municipality.		
Notify contract manager by email when plan review or re-review exceeds the standard review time for typical permit types or when the permit is not approved at the 2nd review (1st re-review).		
Metric:		
100% of all plan reviews are provided within specified turnaround times as follows: - Large residential or commercial initial turnaround time - no more than 10 days - Small commercial and residential initial review - no more than 5 days - Re-reviews - no more than 5 days		
The customer's turnaround time must be held and still account for the necessary time to audit.		
100% of all plan reviews and contacts are documented in local municipal software		
Persons conducting plan reviews should be capable of completing unsupervised small plan reviews within 2 months of beginning.		
Checklist for typical small types of permits are required to be completed for each plan review during first 2 months of training or the first 10 applications of the various types.		
Provide a detailed monthly spread sheet that identifies the number of reviews performed, application number, and status of review (e.g. approved, approved as noted, awaiting applicant response, denied).		
Responsible plan reviewer shall have reviewed all aspects and be capable of assisting applicant with each plan review aspect.		
Process reviews with internal review team members for coordination and consistent application of code requirements.		
Once released, Audit of 10% of the reviews after issuance (Initially all permit review types will be audited prior to release of review until mastered).		
Standardize plan review language between Municipal Staff and various contract reviewers.		

Permit Clerk Requirements

Requirement	Available Y or N	Additional Comments
Perform a variety of clerical duties, including typing, filing, posting, word processing, and data entry.		
Must work well with the public, including communicating effectively with diverse and sometimes demanding people at the counter and on the telephone.		
Handles incoming calls providing information, answering routine inquiries and providing general information, refers callers to appropriate department or agency, and takes messages when necessary.		
Responds to all inquiries in a courteous manner, providing information within the scope of knowledge and authority, and referring to higher classification employee as applicable.		
Analyzes data to determine answers to questions from customers or members of the public.		
Transmits information or documents to customers, using computer, mail, or facsimile machine.		
Collect, sort, distribute, and prepare mail, messages, and courier deliveries.		
Generates correspondence as requested; proficient in Microsoft Office suite.		
Distribute building permits to plan review staff, politely assist the public in completing applications for permits, and check applications to ensure they are complete for plan review.		
Provides basic information on permit application requirements, general procedures for processing, and permit fees.		
Issues and enters various permits into permit software; files documents into existing filing system; prepares files and indexes materials alphabetically or numerically; conducts file and record searches.		
Prepares monthly reports as necessary		
Provides assistance to department supervisors as needed and works closely with other staff to ensure adequate administrative coverage is maintained at all times. Which may include performing duties of similar complexity in any Village department as required or assigned.		
Other related duties as assigned by the municipality		
Resources		
Provide protective boots when visiting job sites for training purposes		

Plumbing Inspections

Requirement	Available Y or N	Additional Comments
Perform Plumbing Inspections		
Perform rough and final plumbing inspections for residential and commercial properties		
Perform plumbing inspections in compliance with all rules, regulations, laws, and ordinances of the local municipality, federal, state and local as well as applicable industry standards		
Prior to inspecting, verify there is a permit approved and posted for the work being performed.		
Commercial Final Inspections are to be coordinated with the local municipal staff		
Verify inspection services provided are in full compliance with the adopted codes of the local municipality, the State of Illinois and Federal Codes		
Provide same day plumbing inspections as necessary.		
Inspect underground plumbing		
Inspect rough plumbing per story or unit for commercial properties		
Vehicle shall be identified at the time of inspection		
Inspect final plumbing per story or unit for commercial properties		
Review project specifications and plans for building construction, plumbing, mechanical and electrical systems, reports, and calculations prior to inspection, at no cost to the local municipality		
Review codes to make recommendations to the local municipality		
Verify all work is being performed to the local municipal approved plans on site, applicable codes and local amendments.		
Provide one cross-trained inspector to perform multiple inspections on a site when appropriate.		
Inspect HVAC mechanical systems, plumbing water supply, venting, drainage systems underground, above ground, drain tile, sump connection, sump discharge location, and foundation backfill, radiant heat, boilers, hot water heaters, tubing, gas piping, water service and sanitary service installations and repairs.		
Determine all work conforms to applicable building, plumbing, mechanical and electrical codes, as well as energy conservation and ADA requirements		
Apply local municipal amendments when necessary.		
Witness and certify the functionality of all plumbing and mechanical HVAC systems		
Verify certification of backflow devices.		
Commercial Final Inspections are to be coordinated with local municipal staff		
Maintain Records:		
Enter all inspection information into the local municipal software		
Provide the customer and the contract manager with all detailed inspection reports emailed the same day as the inspection.		
Maintain records of your internal audit process or program. Provide to the local municipal when requested		
Coordinate:		
Interact with the public in a polite and courteous manner		
Meet with local municipal staff, builders, contractors, and homeowners to answer questions and provide information as assigned. Participate in Department meetings as assigned. Meetings that are not assigned will not be charged.		
Contact the Contract manager immediately in writing when discussions with customers (i.e. public, municipal staff, builders, contractors, homeowners show signs of escalation.		
Provide corrective action options and information about codes and compliance on building problems to builders, contractors, and homeowners		
Coordinate with municipal staff when finding any life safety property maintenance violations in the field.		
Coordinate Water Service flush with Fire Inspection team, and Engineering Inspection team.		
Commercial Final Inspections are to be coordinated with local municipal staff		
Resources:		
Provide protective boots, clothing, eyewear, and gloves		
Dress appropriately and display local municipal approved photo id badge while working on behalf of the municipality		
Ensure inspector has a valid drivers license		
Provide cell phones, cars, and any tools necessary to test or measure.		
Contract Points:		
Inspectors are expected to perform inspections 5 days a week; There is no guaranteed minimum amount of inspections per day. Municipalities are billed for the actual inspection time. Inspection times do not include travel to and from the site		
Inspections must be performed by qualified inspectors who have the ICC certification or State license appropriate for the type of inspection being performed.		
Provide the ability to perform an unlimited number of inspections as assigned.		
Inspections to be scheduled and performed the following day (unlimited amount) or the same day (maximum 4 per inspection type) as assigned.		
The municipality has the option to interview and veto inspectors working in their municipality. Inspectors cannot be changed without the local municipality approval.		
Notify contract manager immediately in writing when inspections are longer than 1 hour		
Provide same day inspections as necessary (maximum 4 per inspection type).		
Provide details of an internal audit process or program. Internal audits are to be performed at no cost to local municipality.		
Inspectors assigned to the municipality must be cross-trained and have the ability and appropriate certifications to perform multiple inspections on one site visit. It is expected that when multiple inspections are scheduled at the same address and same day, one inspector will perform the inspections.		
When not approving an inspection may cause an open excavation to remain overnight, life safety concern, or significant financial impact, the contract manager should be immediately notified in writing. The Inspector is required to perform the re-inspection the same day unless otherwise directed by the contract manager.		
When the same inspection is not approved two times (for any reasons), the contract manager shall be immediately notified in writing.		
Meetings that are not assigned will not be charged.		
Metrics:		
100% of all scheduled inspections are performed within the scheduled time (next day if requested).		
100% of all inspections are documented in the local municipal software.		
Coordinate inspections with internal inspection team members to utilize cross trained inspectors in a cost efficient manner for 90% of the assigned inspections.		
Review 50% of the inspections by performing field audits.		
The inspection report language shall conform to the local municipal standards.		
90% of the assigned inspections shall be performed within the established inspection times for each municipality.		
95% of all inspections are approved or partially approved during the first inspection.		

Building and Electrical Inspections

Requirement	Feasible Y or N	Additional Comments
Perform Building & Electric Inspections		
Perform Building, Accessibility, and electrical system inspections on new and existing commercial and residential construction projects for compliance to the local municipal approved plans, applicable codes and		
Prior to inspecting, verify there is a permit approved and posted for the work being performed.		
Inspect the site development including construction fence, tree protection, haul road, and signage. Document surrounding site conditions (document existing conditions such as any stow, sidewalk damage etc.)		
Comply with the site development checklist		
Vehicle shall be identified at the time of inspection		
Inspect the footing and foundation system, any and all underground plumbing, sanitary, and electrical services. Verify cold weather masonry concrete pour protection practices are being used; if applicable.		
Inspect the drain tile, sump connection, discharge location, and foundation backfill		
Verify all work is being performed to the local municipal approved plans on site, applicable codes and local amendments.		
Provide one cross-trained inspector to perform multiple inspections on a site when appropriate.		
Verify there is an approved spot survey before inspecting the framing or any above ground work.		
Inspect the structural elements of the building including all interior and exterior walls, floor assemblies, ceiling assemblies, columns, beams and/or girders, roof systems, anchors, for compliance to the approved plans, applicable codes and local amendments.		
Inspect the fire stopping for concealed space stopping and through penetration fire-stopping systems		
Inspect the masonry base flashing, window flashing, weep holes, and ties.		
Inspect the rough electrical, plumbing and mechanical systems for compliance to the approved plans, applicable codes, and local amendments.		
Inspect the electrical devices including CT-cabinets, switchgear, meters, and transformers.		
Inspect electrical grounding and bonding systems		
Inspect rough and final electrical in slab wiring, walls, ceilings, floors, parking lots etc.		
Inspect commercial and residential underground and overhead service laterals.		
Inspect parking lot light foundations, grounding, and bonding.		
Inspect generator installations in residential and commercial properties		
Inspect parking lot final wiring in commercial properties		
Inspect electrical services		
Witness and certify the functionality of all electrical, plumbing and mechanical HVAC systems		
Inspect insulation fire and draft stopping systems		
Verify certification of backflow protection devices		
Inspect exterior building systems including signage, parking lot lighting and compliance to State of Illinois accessibility requirements.		
Inspect means of egress components, emergency lightings, exit signs, and final occupancy, coordinate with Fire Inspection Team.		
Inspect fire rated assemblies and components		
Inspect water service and sanitary service installation and repair.		
Verify inspection services provided are in full compliance with the adopted codes of the Municipality, the State of Illinois and the federal government.		
Review project specifications and plans for building construction, plumbing, mechanical and electrical systems, reports, and calculation prior to inspection		
Determine all work conforms to applicable building, plumbing, mechanical and electrical codes, as well as energy conservation, Illinois Accessibility Code and ADA requirements.		
Review codes to make recommendations to the Municipality as assigned.		
Inspect for Appearance Commission compliance to the approved appearance plans.		
Apply local amendments when necessary.		
Inspect water service installation and witness water service flush as assigned.		
Be available 24/7 to perform after hours emergency inspections (Fires, Floods, weather, etc.) as assigned.		
Perform roof inspections per local, state, and federal requirements.		
Maintain Records:		
Enter all inspection information into the local municipal software		
Provide the customer and the contract manager with all detailed inspection reports emailed the same day as the inspection.		
Maintain records of your internal audit process or program. Provide to the local municipality when requested.		
Coordination:		
Interact with the public in a polite and courteous manner		
Meet with local municipal staff, builders, contractors, and homeowners to answer questions and provide information as assigned. Participate in Department meetings as assigned.		
Contact the Contract manager immediately when discussions with customers (i.e. public, municipal staff, builders, contractors, or homeowners show signs of escalation.		
Provide corrective action options and information about codes and compliance on building problems to builders, contractors, design professionals, and homeowners		
Coordinate with local municipal staff when finding any life safety property maintenance violations in the field.		
Coordinate Water Service Flush with Fire Inspection team, and Engineering Inspection team.		
Commercial Final Inspections are to be coordinated with local municipal staff		
Resources:		
Provide protective boots, clothing, eyewear, and gloves		
Drive appropriately and display local municipal approved photo id badge while working on behalf of the municipality.		
Ensure Inspector has a valid drivers license		
Provide cell phones, cars, and any tools necessary to test or measure.		
Provide ladders, trucks, and any equipment necessary to perform roof inspections		
Contract Details:		
Inspectors are expected to perform inspections 5 days a week; There is no guaranteed minimum amount of inspections per day. Municipalities are billed for the actual inspection time. Inspection times do not include travel to and from the site		
Inspections must be performed by qualified inspectors who have the ICC certification or State license appropriate for the type of inspection being performed.		
Provide the ability to perform an unlimited number of inspections as assigned.		
Inspections to be scheduled and performed the following day (unlimited amount) or the same day (maximum 4 per inspection type) as assigned.		
The municipality has the option to interview, and/or veto inspectors working in their municipality, inspectors cannot be changed without the local municipality approval.		
Notify contract manager immediately in writing when inspections are longer than 1 hour		
Provide same day inspections as necessary (maximum 4 per inspection type).		
Provide details of an internal audit process or program. Internal audits are to be performed at no cost to local municipality.		
Inspectors assigned to the municipality must be cross-trained and have the ability and appropriate certifications to perform multiple inspections on one site visit. It is required that when multiple inspections are scheduled at the same address and same day, one inspector will perform the inspections.		
When not approving an inspection may cause an open excavation to remain overnight, life safety concern, or significant financial impact, the contract manager should be immediately notified in writing. The inspector is required to perform the re-inspection the same day unless otherwise directed by the contract manager.		
When the same inspection is not approved two times (for any reason), the contract manager shall be immediately notified in writing.		
Meetings that are not assigned will not be charged.		
Metric:		
100% of all scheduled inspections are performed within the scheduled time (next day if requested).		
100% of all inspections are documented in the local municipal software.		
Provide approximate inspection times, criteria for not approving the following types of inspection: (avg. per 1,000 sq. ft.) Footings, foundation walls, deck piers, rough framing, rough electric, rough plumbing, rough HVAC, driveway, patio, insulation/finishes, final electric, final plumbing, final building, and final HVAC		
Coordinate inspections with internal inspection team members to utilize cross trained inspectors in a cost efficient manner for 30% of the assigned inspections.		
Review 50% of the inspections by performing field audits.		
The inspection report language shall conform to the local municipality's standards.		
90% of the assigned inspections shall be performed within the established inspection times for each municipality.		
95% of all inspections are approved or partially approved during the first inspection.		

Requirement	Available Y or N	Additional Comments
Perform Fire/ Life Safety Inspections:		
Perform Fire and Life Safety Inspections on commercial and/or Multi-family properties per the local municipal requirements, applicable codes and local amendments as assigned.		
Perform Sprinkler (hydrostatic and/or pneumatic) Inspections		
Perform Grease duct weld Inspections (type 1 hoods)		
Perform clean agent inspections		
Perform fire pump inspections		
Perform rough and final fire sprinkler and standpipe inspections		
Perform rough and final fire alarm inspections		
Perform open ceiling inspections		
Perform exit sign, emergency lighting, and shunt trip inspections.		
Perform Kitchen fire suppression inspections.		
Perform special event inspections		
Perform final fire inspections for a certificate of occupancy		
Maintain Records:		
Enter all inspection information into the local municipal software		
Provide the customer and the contract manager with all detailed inspection reports emailed the same day as the inspection.		
Maintain records of your internal audit process or program. Provide to the local municipality when requested.		
Coordinate:		
Interact with the public in a polite and courteous manner		
Meet with local municipal staff, builders, contractors, and homeowners to answer questions and provide information as assigned. Participate in Department meetings as assigned.		
Contact the Contract manager immediately when discussions with customers (I.e. public, municipal staff, builders, contractors, or homeowners show signs of escalation.		
Provide corrective action options and information about codes and compliance on building problems to builders, contractors, design professionals, and homeowners		
Coordinate with local municipal staff when finding any life safety property maintenance violations in the field.		
Resources:		
Provide protective boots, clothing, eyewear, and gloves		
Dress appropriately and display local municipal approved photo id badge while working on behalf of the municipality.		
Ensure inspector has a valid drivers license		
Provide cell phones, cars, and any tools necessary to test or measure.		
Contract Points:		
Inspectors are expected to be available to perform inspections 5 days a week; There is no guaranteed minimum amount of inspections per day. Municipalities are billed for the actual inspection time. Inspection times do not include travel to and from the site		
Inspections must be performed by qualified inspectors who have the ICC certification or State certification appropriate for the type of inspection being performed.		
Provide the ability to perform an unlimited number of inspections as assigned.		
The municipality has the option to interview, and/or veto inspectors working in their municipality. Inspectors cannot be changed without the local municipality approval.		
Notify contract manager immediately in writing when inspections are longer than 1 hour		
Provide details of an internal audit process or program. Internal audits are to be performed at no cost to local municipality.		
When not approving an inspection may cause a significant financial impact, the contract manager should be immediately notified in writing.		
When the same inspection is not approved two times (for any reasons), the contract manager shall be immediately notified in writing.		
Meetings that are not assigned will not be charged.		
Metrics:		
100% of all inspections are documented in the local municipal software		
Coordinate inspections with internal inspection team members to utilize cross trained inspectors in a cost efficient manner for 90% of the assigned inspections.		
Review 50% of the inspections by performing field audits at no additional cost to the municipality.		
The inspection report language shall conform to the local municipality's standards.		
90% of the assigned inspections shall be performed within the established inspection times for each Municipality.		
95% of all inspections are approved or partially approved during the first inspection.		

Code Enforcement Inspections

Requirement	Available Y or N	Additional Comments
Engineering Code Enforcement		
Knowledge of MS Office suite software applications		
Ability to develop reports and analyze data through computer applications		
Possess a working knowledge of GIS systems, land surveying, mapping, and other general engineering practices.		
Ability to make complex engineering computations, and to prepare and interpret engineering plans and specifications		
Possess a knowledge of basic civil engineering principles, including trigonometry and higher mathematics used in engineering practices		
Strong customer service skills, attention to detail and demonstrate the ability to work independently, with minimal supervision.		
Non-Engineering Code Enforcement		
Perform tall grass and weed property maintenance inspections:		
Perform garbage, waste, and rubbish property maintenance inspections		
Perform nuisance property maintenance inspections		
Perform drainage/grading property maintenance inspections		
Perform abandoned vehicle and boat storage property maintenance inspections		
Perform construction work without a permit property maintenance inspections		
Perform vacant property inspections		
Engineering & Non-Engineering Code Enforcement		
Maintain Records:		
Enter all inspection information into the local municipal software		
Provide the customer and the contract manager with all detailed inspection reports emailed the same day as the inspection.		
Maintain records of your internal audit process or program. Provide to the local municipality when requested.		
Coordinate:		
Interact with the public in a polite and courteous manner		
Meet with local municipal staff, builders, contractors, and homeowners to answer questions and		
Contact the Contract manager immediately when discussions with customers (i.e. public, municipal staff, builders, contractors, or homeowners show signs of escalation.		
Provide corrective action options and information about codes and compliance on building problems to builders, contractors, design professionals, and homeowners		
Coordinate with local municipal staff when finding any life safety property maintenance violations in the field.		
Resources:		
Provide protective boots, clothing, eyewear, and gloves		
Dress appropriately and display local municipal approved photo Id badge while working on behalf of the municipality.		
Ensure inspector has a valid drivers license		
Provide cell phones, cars, and any tools necessary to test or measure.		
Contract Points:		
Inspectors are expected to be available to perform inspections 5 days a week; There is no guaranteed minimum amount of inspections per day. Municipalities are billed for the actual inspection time. Inspection times do not include travel to and from the site.		
Inspections must be performed by qualified inspectors who have the ICC certification or State certification appropriate for the type of inspection being performed.		
Provide the ability to perform an unlimited number of inspections as assigned.		
The municipality has the option to interview, and/or veto inspectors working in their municipality.		
Notify contract manager immediately in writing when inspections are longer than 1 hour.		
Provide details of an internal audit process or program. Internal audits are to be performed at no cost		
When not approving an inspection may cause a significant financial impact, the contract manager should be immediately notified in writing.		
When the same inspection is not approved two times (for any reasons), the contract manager shall be immediately notified in writing.		
Meetings that are not assigned will not be charged.		
Metrics:		
100% of all inspections are documented in the local municipal software.		
Coordinate inspections with internal inspection team members to utilize cross trained inspectors in a cost efficient manner for 90% of the assigned inspections.		
Review 50% of the inspections by performing field audits at no additional cost to the municipality.		
The inspection report language shall conform to the local municipality's standards.		

Right-of-Way/Private Utilities Inspections

Requirement	Available Y or N	Additional Comments
Perform utility disconnect Inspections:		
Perform sidewalk and apron base and final inspections		
Perform street opening and curb inspections.		
Perform sanitary, water, and storm service and connection inspections		
Perform inspections required by Intergovernmental agencies (IDPH water, MWRD, etc)		
Perform street paving inspections		
Review sewer video tapes for compliance to local and state requirements.		
Perform buffalo box or meter vault inspections.		
Perform flood control inspections		
Perform dye testing inspections as assigned		
Perform sewer repair inspections		
Perform right-of-way landscape restoration inspections.		
Perform water meter or pit inspections per the local municipal requirements.		
Perform water tap inspections per the local municipal requirements		
Maintain Records:		
Enter all inspection information into the local municipal software		
Provide the customer and the contract manager with all detailed inspection reports emailed the same day as the inspection.		
Maintain records of your internal audit process or program. Provide to the local municipality when requested.		
Coordinate:		
Interact with the public in a polite and courteous manner		
Meet with local municipal staff, builders, contractors, and homeowners to answer questions and provide information as assigned. Participate in Department meetings as assigned.		
Contact the Contract manager immediately when discussions with customers (i.e. public, municipal staff, builders, contractors, or homeowners show signs of escalation.		
Provide corrective action options and information about codes and compliance on building problems to builders, contractors, design professionals, and homeowners.		
Coordinate with local municipal staff when finding any life safety property maintenance violations in the field.		
Coordinate water service flush with Fire Inspection team, and Engineering Inspection team.		
Coordinate Final Commercial Inspections with local municipal staff		
Resources:		
Provide protective boots, clothing, eyewear, and gloves.		
Dress appropriately and display local municipal approved photo ID badge while working on behalf of the municipality.		
Ensure inspector has a valid driver's license.		
Provide cell phones, cars, and any tools necessary to test or measure.		
Contract Points:		
Inspectors are expected to perform inspections 5 days a week; There is no guaranteed minimum amount of inspections per day. Municipalities are billed for the actual inspection time. Inspection times do not include travel to and from the site.		
Inspections must be performed by qualified inspectors who have the ICC certification or State license appropriate for the type of inspection being performed.		
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Inspections to be scheduled and performed the following day (unlimited amount) or the same day (maximum 4 per inspection type) as assigned.		
The municipality has the option to interview, and/or veto inspectors working in their municipality. Inspectors cannot be changed without the local municipality approval.		
Notify contract manager immediately in writing when inspections are longer than 1 hour.		
Provide same day inspections as necessary (maximum 4 per inspection type).		
Provide details of an internal audit process or program. Internal audits are to be performed at no cost to local municipality.		
Inspectors assigned to the municipality must be cross-trained and have the ability and appropriate certifications to perform multiple inspections on one site visit. It is required that when multiple inspections are scheduled at the same address and same day, one inspector will perform the inspections.		
When not approving an inspection may cause an open excavation to remain over night, life safety concern, or significant financial impact, the contract manager should be immediately notified in writing. The inspector is required to perform the re-inspection the same day unless otherwise directed by the contract manager.		
When the same inspection is not approved two times (for any reasons), the contract manager shall be immediately notified in writing.		
Meetings that are not assigned will not be charged.		
Metrics:		
100% of all scheduled inspections are performed within the scheduled time (next day if requested).		
100% of all inspections are documented in the local municipal software.		
Coordinate inspections with internal inspection team members to utilize cross-trained inspectors in a cost-efficient manner for 90% of the assigned inspections.		
Review 50% of the inspections by performing field audits.		
The inspection report language shall conform to the local municipality's standards.		
90% of the assigned inspections shall be performed within the established inspection times for each Municipality.		
95% of all inspections are approved or partially approved during the first inspection.		

ATTACHMENT C

Village of Winnetka Select Inspector Costs

2013.04.08

Rate	Electrical Inspector	Plumbing Inspector	Forestry Inspector	Total
Wage (37.5 hours / week)	\$ 84,863.00	\$ 84,863.00	\$ 67,720.00	\$ 237,446.00
IMRF 0.1594	\$ 13,527.16	\$ 13,527.16	\$ 10,794.57	\$ 37,848.89
SS & Medicare 0.0765	\$ 6,492.02	\$ 6,492.02	\$ 5,180.58	\$ 18,164.62
Health, Dental, Life Average \$ 13,680	\$ 13,680.00	\$ 13,680.00	\$ 13,680.00	\$ 41,040.00
Vehicle Allowance \$ 6,480	\$ 6,480.00	\$ 6,480.00	-	\$ 12,960.00
Workers Compensation 0.014	\$ 1,188.08	\$ 1,188.08	\$ 948.08	\$ 3,324.24
Phone, Training, Office Supplies, etc.	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00
a	\$ 127,230.26	\$ 127,230.26	\$ 99,323.23	\$ 353,783.76
Hours paid (7.5 hrs. / day * 5 * 52):	b 1,950.0	1,950.0	1,950.0	5,850.00
<u>Less:</u>				
Actual 2013 vacation earned	(142.5)	(150.0)	(112.5)	(405.00)
12 Holidays	(90.0)	(90.0)	(90.0)	(270.00)
12 Sick days earned	(90.0)	(90.0)	(90.0)	(270.00)
Equals: Hours worked	c 1,627.5	1,620.0	1,657.5	4,905.00
Cost per hour paid (a / b)	\$ 65.25	\$ 65.25	\$ 50.93	
Cost per hour worked (a / c)	\$ 78.18	\$ 78.54	\$ 59.92	
	Hours Worked	Rate	Cost	
Current Budget	4,905.00	\$ 72.13	\$ 353,783.76	
	d	e/d	e	
Less: Proposed Contracted Amounts:				
Electrical Inspector	1,625.0	\$ 72.50	\$ 117,812.50	
Plumbing Inspector	1,625.0	\$ 72.50	\$ 117,812.50	
Forestry Inspector	500.0	\$ 72.50	\$ 36,250.00	
	3,750.0		\$ 271,875.00	
Net Village Savings	1,155.0		\$ 81,908.76	



Agenda Item Executive Summary

Title: Proclamation: Roberta Rubin Day

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 06/18/2013

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/> | Policy Direction |
| <input type="checkbox"/> | Informational Only |

Item History:

None.

Executive Summary:

The subject Proclamation recognizes some of the many contributions and accomplishments of Roberta Rubin as she prepares to retire as owner of The Book Stall, in Winnetka's West Elm Business District. In honor of Ms. Rubin's contribution to Winnetka's cultural life and for her efforts to enhance the vibrancy of the Elm Street Business District, June 25, 2013 is proclaimed "Roberta Rubin Day."

Recommendation / Suggested Action:

Consider adoption a Proclamation acknowledging and appreciating the accomplishments of Roberta Rubin.

Attachments:

Proclamation



VILLAGE · OF · WINNETKA

Incorporated in 1869

PROCLAMATION

WHEREAS, Roberta Rubin has been the sole owner of The Book Stall in Winnetka's West Elm Business District since 1982; and

WHEREAS, for the past 30 years Ms. Rubin has made it her mission to advance the community's cultural and literary life; and

WHEREAS, Ms. Rubin accomplished her mission by providing a place to host guest authors, collaborating with schools and book clubs, and participating in the Printers Row Book Fair and the Chicago Humanities Festival; and

WHEREAS, Ms. Rubin employed skilled and knowledgeable staff, who offered indispensable assistance and creative book recommendations to patrons; and

WHEREAS, The Book Stall was chosen by Publishers Weekly as their "Bookstore of the Year" in 2012; and

WHEREAS, Ms. Rubin has sold The Book Stall to a carefully chosen successor in order to enjoy a well-deserved retirement; and

WHEREAS, thanks to Ms. Rubin's hard work, dedication and love of books and the literary community, The Book Stall has become a fixture in Winnetka's West Elm business district, attracting notable guest authors and making Winnetka a destination for book lovers from around the region, succeeding despite modern-day challenges posed to independent book stores by large chain and web-based booksellers.

NOW THEREFORE, the Trustees and President of the Village of Winnetka do hereby thank Ms. Rubin for her contribution to Winnetka's cultural life and for greatly enhancing the vibrancy of the Elm Street Business District, and declare June 25, 2013 ***Roberta Rubin Day***.

E. Gene Greable, President
Village of Winnetka

Dated: _____