

**Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
Tuesday, January 6, 2015
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) January 13, 2015 Study Session
 - b) January 20, 2015 Regular Meeting
 - c) February 3, 2015 Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
 - a) Approval of Village Council Minutes
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 - ii) December 16, 2014 Regular Meeting 7
 - b) Approval of Warrant List dated 12/11/2014 – 12/31/2014.....12
 - c) Ordinance MC-1-2015: Closing Special Service Areas No. 1 & No. 2 – Introduction.....13
 - d) Directional Boring Contract Change Order, B-Max Inc.....17
 - e) Northeast Winnetka Stormwater Improvements - Tower/Old Green Bay Relief Sewer – Final Change Order18
- 6) Stormwater Report
 - a) Northwest Winnetka Stormwater Improvements – Authorization to Award Contract(s) for Resident Engineering Services23
 - b) Stormwater Utility Fee: Application for Partnership Credit by Winnetka Park District for Lloyd Park - 799 Sheridan Road42

- 7) Ordinances and Resolutions
 - a) Ordinance No. M-1-2015: 385 Winnetka Avenue, New Trier High School (Waiver of Introduction/Adoption)54
- 8) Public Comment
- 9) Old Business: None.
- 10) New Business
- 11) Appointments
- 12) Reports
- 13) Executive Session
- 14) Adjournment

NOTICE

All agenda materials are available at villageofwinnetka.org (Government > Council Information > Agenda Packets & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2nd floor).

Broadcasts of the Village Council meetings are televised on Channel 10 and AT&T Uverse Channel 99 every night at 7 PM. Webcasts of the meeting may also be viewed on the Internet via a link on the Village’s web site: <http://winn-media.com/videos/>

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

**MINUTES
WINNETKA VILLAGE COUNCIL STUDY SESSION**

December 9, 2014

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, December 9, 2014 at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:00 p.m. Present: Trustees Arthur Braun, Carol Fessler, Richard Kates, William Krucks, Stuart McCrary and Marilyn Prodromos. Absent: None. Also in attendance: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Village Attorney Peter M. Friedman, Community Development Director Mike D'Onofrio and approximately 11 persons in the audience.
- 2) Downtown Master Plan Follow-Up. Before the discussion began, Trustee Braun said he would like to make a statement and President Greable gave him the floor.

Trustee Braun said questions have been raised in the community about his participation in the Retail Overlay District discussion, given that he is the owner of commercial property in the Overlay District. He noted that the Village Attorney has stated that he sees no legal conflict of interest under Illinois Statute or in the Village Code; and he asked if any of his fellow Trustees had concerns about his ability to be impartial.

No concerns were expressed by the other Council members.

Mr. D'Onofrio reviewed the process that was followed to draft a Request for Proposals (RFP) for the Council's review, which included the project's scope and deliverables. He also reviewed each section of the RFP in detail.

Mr. D'Onofrio answered a few questions about the market analysis component of the planning process, and he noted that a marketing consultant would likely be hired by the planning firm, as market analysis is a very specialized endeavor.

Trustee Fessler suggested that the market analysis be reviewed before community input and visioning are undertaken. Manager Bahan explained that those items could be tied into the market analysis portion of the planning process, and he added that the community vision will be modified, if necessary, once the market analysis forecasts what the market will support.

Trustee Kates asked what happens if the building owners are not on board with the community's vision for the commercial districts. Manager Bahan said it has been his experience that developers are appreciative of the predictability that a downtown master plan provides.

Mr. D'Onofrio resumed his review of the scope of services contained in the draft RFP. He explained that the master plan process could be completed in 10 to 12 months; and the RFP process will be finished in approximately two to three months.

The Council had a thorough discussion about the process for selecting a qualified consultant. Mr. D'Onofrio noted that the quality of the plan improves the more input the consultant receives from a body representing the community. He said a steering committee or working group could be appointed, to engage in intense collaboration with the planners.

Manager Bahan asked the Council for final comments on the RFP by the end of the year, and he explained that a working group or steering committee that would be accountable to the Council can be chosen once the consultant has been hired.

Scott Myers, 127 Church. Mr. Myers encouraged making the goal of community engagement a priority, and suggested adding a communications plan to the scope of services. He recommended a two-tier steering committee: a small body to work with the consultant on a frequent and regular basis, and a larger group to meet every few months. Lastly, he said there should be a deliverable that will focus on the constraints placed on the plan by the community's vision process.

Gwen Trindl, 800 Oak and former Village President. Ms. Trindl agreed that the public needs to be involved, and she recommended appointing a small steering committee dedicated to spending a great deal of time working with the consultant on a regular basis.

The Council thoroughly discussed the revitalization of the commercial districts and the efficacy of a downtown master plan. It was agreed that once the Council's final comments are relayed to Staff, Mr. D'Onofrio will update the draft RFP and bring it back for more discussion.

- 3) Special Use Permit Process. Mr. D'Onofrio reviewed the history of the special use process, including a Gantt chart of the process timeframe. He explained that Winnetka's approval process can take somewhat longer than other comparable communities due to the number of application reviews required by the Village Code. The average time for a special use permit application to be processed is three months.

The Council asked if some of the advisory board reviews could be done jointly.

Attorney Friedman reviewed the duties of the Zoning Board of Appeals (ZBA) and Plan Commission (PC). He explained that none of the comparable communities surveyed used both their PC and ZBA to review the same application for the same relief; rather, the hearing body was determined by the type of special use requested. He noted that three months is a very fast timeframe for a double review process.

Attorney Friedman said while joint ZBA and PC meetings are not prohibited under Illinois statutes, joint meetings can be cumbersome due to: (i) the difficulty of gathering such a large group together; (ii) the issue of deciding who will chair the meeting; and (iii) meshing the different standards each board uses for approving an application. He added that it is logical to delineate one or the other body for reviewing all special use permit applications; or to have one body hear one type of request and the other body hear another type.

The Council had a lengthy discussion about the options for streamlining the special use process. Several Trustees said they could favor splitting the applications between the PC and ZBA based upon the type of request.

Mr. D'Onofrio said he would like to review a process of segregating the different types of special use requests to check for unintended consequences.

President Greable said Mr. D'Onofrio could return to the Council in January with some recommendations on revisions to the special use process.

Next, Mr. D’Onofrio summarized amendments to approved uses in the Retail Overlay District recommended by the Business Community Development Commission (BCDC) after its review of the Urban Land Institute recommendations. The recommended changes would allow: (i) personal service uses; (ii) educational uses; (iii) construction-related uses; (iv) financial service uses (excluding banks); and (v) medical and related uses. Staff recommends allowing health club and other personal use facilities, as these types of special use applications have all been approved in the past; however, the other four recommended changes could result in a proliferation of these types of uses. Mr. D’Onofrio suggested that they be examined in the master planning process.

The Council discussed the use options recommended by the BCDC at length. Trustee Fessler said while she respects the downtown planning process, she would like to demonstrate good faith by taking action and eliminating the restriction on health club and personal service uses. Trustees Prodromos and McCrary said they could approve all of the BCDC use amendment recommendations. Trustees Kates and Krucks were in favor of doing a master plan before removing restrictions on any uses.

Steven Hirsch, commercial real estate broker, Northfield. Mr. Hirsch recommended that the Council look at trends, which show retail on the decline due to changing demographics and internet sales. He encouraged the Council to consider approving the BCDC recommendations, as they would bring people to the downtowns, where they would shop in nearby stores.

Gwen Trindl, 800 Oak Street and former Village President. Ms. Trindl cautioned the Council against making decisions that will curtail the efficacy of a downtown master plan. She noted that any changes made now will be difficult to undo if unintended consequences surface. She noted that users of a health facility on Oak Street take most of the area parking, and that after class they do not stay downtown to shop.

Louise Holland, 545 Oak Street and former Village President. Ms. Holland noted that Winnetka’s Retail Overlay District has been preserving first floor retail since the 1980’s. She added that Wilmette has a retail overlay district and their downtown is flourishing, and she asked for proof that the Overlay District is the cause of vacancies. She urged the Council to allow the newly hired Economic Development Coordinator to work on bringing in retail stores, rather than to simply fill vacant spaces with offices.

Terry Dason, BCDC Commissioner. Ms. Dason said the BCDC’s recommendations were made thoughtfully and with regard to changes in how people are doing their shopping. She suggested approving the recommended use amendments right away instead of waiting for a downtown master plan to be completed.

President Greable polled the Council for their views on the BCDC recommendations.

Trustees Kates and Krucks advocated making no changes at this time.

Trustees Prodromos, McCrary and Braun said they would vote to accept all of the BCDC recommendations.

Trustee Fessler said she could approve allowing the personal use services and hold off on the other four recommendations until after a downtown master plan is completed.

Trustees Kates said he could agree with Trustee Fessler’s approach.

Trustee Krucks opined that the BCDC recommendations are a short-sighted quick fix; however, he said he could vote to approve a carefully crafted ordinance to include small fitness studios. He cautioned that every piece of legislation passed has consequences, and that approving all of the use exceptions could result in negative outcomes.

President Greable asked for a proposal to come back in January. Seeing a split vote, Manager Bahan recommended preparing an ordinance for the health club use, and further consideration of the other four use recommendations.

- 4) Public Comment. A real estate broker in the audience suggested that the Village allow the physical fitness use with a stipulation that a percentage of the area include sales of retail products, to maintain sales tax revenue generation and to keep window attraction for pedestrians.
- 5) Executive Session. None.
- 6) Adjournment. Trustee McCrary, seconded by Trustee Prodromos, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 10:35 p.m.

Deputy Clerk

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
December 16, 2014**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, December 16, at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:00 p.m. Present: Trustees Arthur Braun, Carol Fessler, Richard Kates, William Krucks, Stuart McCrary, and Marilyn Prodromos. Absent: None. Also present: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Village Attorney Peter M. Friedman, Finance Director Ed McKee, Director of Public Works Steve Saunders, Community Development Director Mike D’Onofrio, Police Chief Patrick Kreis, Communications Director Rich Carlson, and approximately 5 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) January 6, 2015 Regular Meeting. All of the Council members present, with the exception of Trustee Braun, indicated that they expected to attend.
 - b) January 13, 2015 Study Session. All of the Council members present indicated that they expected to attend.
 - c) January 20, 2015 Regular Meeting. All of the Council members present indicated that they expected to attend.
- 4) Approval of the Agenda. Trustee McCrary, seconded by Trustee Krucks, moved to approve the Agenda. By roll call vote, the motion carried. Ayes: Trustees Braun, Fessler, Kates, Krucks, McCrary and Prodromos. Nays: None. Absent: None.
- 5) Consent Agenda
 - a) Village Council Minutes.
 - i) December 2, 2014 Regular Meeting.
 - b) Warrant List. Approving the Warrant List dated 11/14/2014 – 11/26/2014 in the amount of \$1,455,194.68.
 - c) Resolution R-43-2014: Addendum to the Mutual-Aid Box Alarm System Agreement – Adoption. A Resolution amending the Village’s agreement with the Mutual-Aid Box Alarm System Agreement in order to earn compliance with the Federal Emergency Management Agency Recovery Policy.
 - d) Resolution R-44-2014: Cook County Multi-Jurisdictional Hazard Mitigation Plan – Adoption. A Resolution authorizing the adoption of Volume 1 and Chapter 115 of Volume 2 of the Cook County Multi-Jurisdictional Hazard Mitigation Plan.
 - e) 2015 GIS Service Provider Agreement. An item renewing the Village’s service agreement with Municipal GIS Partners.

- f) Cable Bids Bid #014-023. An authorization for the Village Manager to award Bid #14-023 to the Okonite Company in an amount not to exceed \$139,160 and to Wesco in an amount not to exceed \$77,646, to purchase primary and secondary cable, respectively.
- g) F250 Super Cab Pickup Truck: 2015 Budget Advance Order from State Bid. An authorization for the purchase of a 2015 F250 Super Cab 4x4 pickup truck from Bob Ridings Ford of Taylorville, IL under State of Illinois Joint Purchase Contract PSD #4017340, for \$38,505, with funding from the 2015 Budget.
- h) Concrete Repair/Replacement Program: Change Order #1. An authorization for Change Order #1 to the 2014 Concrete Repair/Replacement Program in the amount of \$41,364.70.

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

- 6) Stormwater Report – Year in Review. Mr. Saunders said the Village has made significant progress on stormwater flooding and sanitary sewer backup mitigation during the past year, including completion of the following projects: (i) Northeast Winnetka, Lloyd Outlet; (ii) Northeast Winnetka, Tower/Old Green Bay Sewer Project; (iii) Winnetka Avenue Pump Station Improvements; (iv) Winnetka’s Stormwater Master Plan; (v) implementation of a stormwater utility; (vi) Flood Solutions Project for neighborhood flood mitigation planning; (vii) acceptance of \$2 million from the Metropolitan Water Reclamation District for the Northwest Winnetka Project; and (viii) MWH was hired to perform engineering tasks for the Willow Road Tunnel project. To-date, MWH has completed a concept review, permit plan and hydrologic modeling verification.

Mr. Saunders said several projects are prepared and ready for implementation in 2015, including: (i) the Northwest Winnetka/Forest Glen Improvements; (ii) the Ash Street Pump Station Improvement Project; (iii) a Manhole Rehabilitation Project; and (iv) MWH will present Review Point #2 of the Willow Road Tunnel Engineering Project early next year.

The Council congratulated Mr. Saunders and his staff on the accomplishments of the past year.

Gwen Trindl, 800 Oak and former Village President. Ms. Trindl complimented Mr. Saunders on the significant amount of work completed in 2014, and she asked when a report on the water quality sample testing will be finished. Mr. Saunders explained that the water quality information will be part of Review Point #2, expected in early 2015.

- 7) Ordinances and Resolutions.
 - a) Ordinance M-17-2014: 554 Lincoln Avenue, Body Gears Physical Therapy Office – Introduction. Mr. D’Onofrio reviewed a request by Body Gears to operate a physical therapy office in commercial space that is located in the C-2 Retail Overlay District. The Council briefly discussed the request and made positive comments, after which Trustee Kates suggested a waiver of introduction so the request could be approved immediately.

The Trustees agreed to waive introduction. Trustee Kates, seconded by Trustee Krucks, moved to waive introduction of Ordinance M-17-2014. By roll call vote, the motion carried. Ayes: Trustees Braun, Fessler, Kates, Krucks, McCrary and Prodromos. Nays: None. Absent: None.

Trustee Fessler, seconded by Trustee McCrary, moved to adopt Ordinance M-17-2014. By roll call vote, the motion carried. Ayes: Trustees Braun, Fessler, Kates, Krucks, McCrary and Prodromos. Nays: None. Absent: None.

8) Public Comment. None.

9) Old Business. None.

10) New Business.

- a) Waive Bids for Purchase of Single-Axle Dump Truck. Mr. Saunders explained that the Village purchased a dump truck in 2014, pursuant to #Bid 14-013. The vendor has agreed to honor the 2014 price for the purchase of a second, identical truck if an order is placed by January 1, 2015. He requested approval from the Council to waive the bidding process in order to take advantage of the offer.

The Council discussed the request and agreed that a waiver of bids is in the Village's best interests.

Trustee Fessler, seconded by Trustee McCrary, moved to waive the competitive bidding process for the purchase of a single-axle dump truck. By voice vote, the motion carried.

Trustee Fessler, seconded by Trustee McCrary, moved to award a purchase order to Northwest Trucks, Inc. for the purchase of a 2016 Freightliner Model 108 SD dump truck at a price of \$151,050, as specified in Bid #14-013. By roll call vote, the motion carried. Ayes: Trustees Braun, Fessler, Kates, Krucks, McCrary and Prodromos. Nays: None. Absent: None.

- b) Public Safety Video Security System Enhancement. Chief Kreis reviewed this request to expand the Village's existing video security system to enhance public safety in several additional areas that have been identified by Police staff. He said the new video security system, installed in December 2013, has already assisted the Police Department in the arrest of several bike thieves. In addition, the Chief credits the system with the 48% reduction in bike thefts in 2014. The Chief reviewed the Request for Proposals (RFP) process, which included an unsuccessful grant application.

The Council discussed the request. The Chief confirmed that there are no other plans for expansion of the video surveillance system if this request is approved. Responding to a question, he said he would present a cost-sharing proposal to Metra, as the cameras would be installed at the train stations; however, the chances are very slim that funds will be forthcoming.

The Council reached agreement that the requested expansion is in the best interest of the Village.

Trustee Kates, seconded by Trustee Fessler, moved to authorize the Village Manager to enter into an agreement with Xtivity Solutions LLC for design and installation of security cameras and system connectivity for an amount of \$142,971, with an additional \$15,000

contingency. By roll call vote, the motion carried. Ayes: Trustees Braun, Fessler, Kates, Krucks, McCrary and Prodromos. Nays: None. Absent: None.

- c) Investment Manager. Mr. McKee reviewed the Village's historical investment practices, which have produced a market rate of return the past five years, while avoiding exposure to a loss of principal. He explained that the current low interest rate environment has reduced earnings on the Village's investment portfolio, and he reviewed the pros and cons of four alternative investment options for the Council's consideration:
- i) Join the IMET investment pool
 - (+) used by many communities
 - (-) return no greater than current
 - ii) Hire a known bond manager
 - (+) possible higher investment income of .50% per year over long time periods
 - (-) possible loss of principal when interest rates increase
 - iii) Conduct a search for a bond manager
 - (+) same advantage as #2 as well as ability for Council to participate in selection
 - (-) cost for the search approximately \$5,000
 - iv) Purchase multiple certificates of deposit to take advantage of FDIC instead of collateral for backing
 - (+) estimated investment income increase of \$31,650
 - (-) concerns about internal control, compliance and time issues, as well as unusual approach to municipal investment

The Council discussed the options, and it was generally agreed that diversifying the current investments is more desirable than focusing on increased yields. Mr. McKee assured the Council that he had no doubt BMO would be a fiduciary of the Village under any proposed contract. He noted that Winnetka's reserve policy is very transparent, and the dilemma has occurred because a large sum was borrowed to lock in interest rates.

Trustee McCrary noted that the funds were borrowed as a hedge against rising interest rates; however, the Council miscalculated, as instead of increasing, interest rates have declined. The risk of paying more in interest than the returns could generate was understood at that time, and the best course is to spend the money on stormwater projects as quickly as possible.

In the ensuing discussion, President Greable stressed that he wants the principal protected against risk. Mr. McKee noted that the fees of the investment manager need to be offset; therefore, if the goal is zero exposure to loss of principal, there is no point to hiring a money manager.

President Greable suggested that Mr. McKee enter into discussions with BMO to see what type of agreement they would recommend to the Village, and what level of risk it would carry.

Mr. McKee said he could bring that material back to the Council possibly in March.

11) Appointments. None.

12) Reports.

a) Village President. No report.

b) Trustees.

i) Trustee Kates reported on the most recent Metra Board meeting.

ii) Trustee Fessler said business owners were happy with the turnout for Winnetka's Red Invitation Sale on December 7.

c) Attorney. None.

d) Manager. None.

13) Executive Session. Trustee McCrary moved to adjourn into Executive Session to discuss Pending & Probable Litigation, Sale or Lease of Property, and Collective Bargaining, pursuant to Sections 2(c)(11), 2(c)(6), and 2(c)(2), respectively of the Illinois Open Meetings Act. Trustee Prodromos seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Braun, Fessler, Kates, Krucks, McCrary and Prodromos. Nays: None. Absent: None.

President Greable announced that the Council would not return to the open meeting after Executive Session. The Council adjourned into Executive Session at 9:48 p.m.

14) Adjournment. Trustee Braun, seconded by Trustee Prodromos, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 11:20 p.m.

Deputy Clerk



Agenda Item Executive Summary

Title: Warrant List

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 01/06/2015

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:

The Warrant List for the January 6, 2015 Regular Council Meeting was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List for the January 6, 2015 Regular Council Meeting.

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. MC-1-2015: Closing Special Service Areas No. 1 & No. 2- Intro

Presenter: Edward McKee, Finance Director

Agenda Date: 01/06/2015

- | | |
|-------------------------------------|-------------------------|
| <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 |

Consent: YES NO

Item History:

The Village utilized two Special Service Areas to make parking improvements. These Special Service Areas last had financial activity in calendar year 2004 and should be closed out. An ordinance is required by Cook County to formally close these accounts.

Executive Summary:

The Cook County Tax Extension Department has requested that the Village close dormant unused Special Service Areas to simplify administration for them and the Village.

Special Service Area (SSA) Number One was established in 1989 and funded the issuance of \$630,000 of bonds used to construct parking improvements in the Hubbard Woods area, including a ground level parking lot at Locust Street and Tower Road, a two level parking deck on Scott Avenue, and reconstruct Locust Street right-of-way. This SSA last levied property taxes in 2003 and is no longer active.

Special Service Area Number Two was established in 1990 and funded the issuance of \$145,000 of bonds used to finance parking improvements in the West Elm area, including a ground level parking lot at the southeast corner of Pine and Birch Streets, and another at the southeast corner of Spruce and Birch Streets. This SSA last levied property taxes in 2000 and is no longer active.

Staff concurs that it is appropriate to close out SSA Numbers One and Two and have worked with the Village Attorney to draft the attached Ordinance to accomplish that objective.

Recommendation:

Staff recommends Introduction of Ordinance No. MC-1-2015, Terminating Special Service Area Number One and Special Service Area Number Two of the Village of Winnetka.

Attachments:

- 1) December 3, 2014 Letter from Cook County
- 2) Ordinance No. MC-1-2015

REAL ESTATE AND TAX SERVICES
OFFICE OF COOK COUNTY CLERK DAVID ORR
118 N. Clark Street Room 434, Chicago, Illinois 60602



TEL 312.603.5656 FAX 312.603.4707 WEB cookcountyclerk.com

December 3, 2014

RE: 03-1340-100 VILLAGE OF WINNETKA SPECIAL SERVICE AREA 1

Dear Municipal Official,

Our records indicate that the Special Service Area listed above has not submitted a property tax levy since tax year 2003.

We have no record in our files indicating that this Special Service Area has been terminated, so each year our office must continue to calculate a tax rate for this district.

If this Special Service Area no longer exists and should be removed from the tax rolls, we ask that you file a copy of the resolution or ordinance terminating this Special Service Area with the County Clerk's Map Department by December 31, 2014.

If you are unable to pass a resolution or ordinance by this deadline, you may send our office a letter stating your intentions regarding this Special Service Area by January 30, 2015.

Cook County Clerk Map Department
118 N. Clark Street, Room 434
Chicago, IL 60602
Clerk.Maps@cookcountyil.gov
312-603-5640

We appreciate your attention to this matter. Feel free to contact our office if you have any questions or concerns.

Sincerely,

Tanya Anthofer
Manager, Maps and Tax Extension
Office of the Cook County Clerk



ORDINANCE NO. MC-1-2015

**AN ORDINANCE
TERMINATING SPECIAL SERVICE AREA NUMBER ONE AND
SPECIAL SERVICE AREA NUMBER TWO OF THE VILLAGE OF WINNETKA**

WHEREAS, on November 28, 1989, the Council of the Village of Winnetka (“*Village Council*”) adopted Ordinance No. M-282-89, which established a special service area designated as “Special Service Area Number One” (“*SSA No. 1*”), and on November 20, 1990, the Village Council adopted Ordinance No. M-304-90, which established a special service area designated as “Special Service Area No. 2” (“*SSA No. 2*”), all for the purpose of construction and maintenance of certain capital improvements; and

WHEREAS, Ordinance No. M-282-89 and Ordinance No. M-304-90 (collectively, the “*SSA Ordinances*”) also authorized the Village to issue bonds (“*Bonds*”) to fund improvements in SSA No. 1 and SSA No. 2; and

WHEREAS, all improvements contemplated by the SSA Ordinances have been completed, all of the Bonds have been retired, the Village has not issued a tax levy over SSA No. 1 since the 2003 tax year and over SSA No. 2 since the 2000 tax year, and there are no excess funds in the SSA No. 1 fund and the SSA No. 2 fund; and

WHEREAS, the Village Council has determined that terminating SSA No. 1 and SSA No. 2 is in the best interest of the Village;

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Winnetka as follows:

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

SECTION 2: TERMINATION. The following special service areas are hereby terminated:

Agency Name	Agency No.
Village of Winnetka Special Service Area Number One	03-1340-100
Village of Winnetka Special Service Area No. 2	03-1340-101

SECTION 3: FILING WITH COUNTY CLERK. After the effective date of this Ordinance, the Village Clerk is authorized and directed to file a certified copy of this Ordinance in the Office of the Cook County Clerk.

SECTION 4: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

PASSED this ____ day of _____, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2015.

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 _____, 2015.

Introduced: January 6, 2015

Passed and Approved: _____, 2015



Agenda Item Executive Summary

Title: Directional Boring Contract Change Order, B-Max Inc.

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 01/06/2015

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:

At the January 7, 2014 Council Meeting, the Village Manager was authorized to execute a purchase order with B-Max Incorporated in the amount not to exceed \$315,000 for directional boring work required during the period of June 1, 2014 through May 31, 2015. The scope of services performed under the bid document (Bid #011-011) is the installation of conduit and equipment pads for underground electric facilities.

Executive Summary:

The work scope performed by the contractor is determined on an as-needed basis. The majority of the work is associated with new and/or revised electrical services. The contractor's bid contains fixed unit prices for various items of work. The initial purchase order funding amount of \$315,000 was based on an estimate of the funding required for the remaining seven months of FY 2014. To date, staff has expended \$318,076 of funds toward directional boring work. Staff is requesting a change order to increase the existing purchase order amount by \$230,000 for work anticipated through May 31, 2015. The FY 2015 budget contains \$540,000 for directional boring and conduit work. The Underground System Account (500.42.31-660) has \$120,000 and the New Business Cable Pulling & Conduit Account (500.42.37-660) has \$420,000.

Recommendation:

Consider authorizing the Village Manager to award a change order to B-Max Incorporated in the amount of \$230,000 for directional boring work through May 31, 2015 in accordance with the terms and conditions of Bid #011-011.

Attachments:

None.



Agenda Item Executive Summary

Title: Northeast Winnetka Stormwater Improvements - Tower/Old Green Bay Relief Sewer - Final Change Order

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

Agenda Date: 01/06/2015

Consent: YES NO

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

Item History:

On October 8, 2013 the Village awarded the contract for construction services to Copenhaver Construction Inc. for the Northeast Winnetka Stormwater Improvements - Tower/Old Green Bay Relief Sewer Project. The construction project began in April of 2014 and was substantially completed by October 2014.

Executive Summary:

The following agenda item is a request of additional funding for required project scope modifications and final change orders encountered during construction of the Northeast Winnetka Stormsewer Improvements on Old Green Bay Road and Tower Road. An overview of the specific project details and costs encumbered are outlined in the attached Agenda Report and Final Invoice.

Due to existing field conditions, the presence of a second pavement 4' +/- below the existing pavement surface, unknown utility conflicts, and the condition of existing village infrastructure, the Contractor was required to modify the original design to accommodate these conditions. In addition to the changed field conditions, during the installation activities near the intersection of Old Green Bay Road and Tower Road, the Village's existing water main experienced a break, which required additional cleaning and debris removal from the new storm sewer. The more critical conflicts encountered were during the installation of the main storm sewer on Tower Road. For example the relocation of an existing electrical bundle near the intersection of Tower Road and Foxdale Avenue was required due to its existing condition and the distance between the bundle and the top of the new storm sewer. Perhaps one of the most costly and time consuming changes for this project was the necessary relocation and replacement of existing private utility services (water and sanitary). These service conflicts were encountered at various locations on Tower Road between Old Green Bay Road and Lincoln Avenue. Due to the unknown field conditions at each conflict location the Contractor was required to work under a time and material payment method.

With the additional change orders the new final contract price is \$1,158,287.26. The approved 2015 budget estimated this project to be completed at a value of \$1,174,000. Due to the favorable bid received by the contractor, including the necessary change orders, the final contract price remains below the approved budgeted value.

Recommendation:

Consider authorizing the Village Manager to award a change order to Copenhaver Construction, in the amount of \$182,251.26, for additional necessary work activities for the Northeast Winnetka Stormwater Improvements – Tower/Old Green Bay Relief Sewer Project.

Attachments:

1. Agenda Report
2. Copy of Final Invoice NO. 6 with Change Order Details

Agenda Report

Subject: Northeast Winnetka Stormwater Improvements – Tower/Old Green Bay Relief Sewer: Final Contract Change Orders

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

Date: December 29, 2014

On October 8, 2013 the Village awarded a contract for construction services to Copenhaver Construction for the Tower Road – Old Green Bay Road storm sewer improvements. This was the second contract of the Northeast Winnetka Improvements included in the Village's comprehensive stormwater improvement program. Bidding was very competitive, with 10 bids received and Copenhaver Construction of Gilberts, IL submitting the low bid of \$976,036.

The engineer's construction cost estimate for this project was \$1,087,568.00, and the low bid was \$111,532 below that estimate.

Due to existing field conditions, the presence of a second pavement 4' +/- below the existing pavement surface, unknown utility conflicts, and the condition of existing village infrastructure the Contractor was required to modify the original design to accommodate these conditions. In addition to the changed field conditions, during the installation activities near the intersection of Old Green Bay Road and Tower Road the Village's existing water main experienced a break, which required additional cleaning and debris removal from the new storm sewer. The more critical conflicts encountered were during the installation of the main storm sewer on Tower Road. For example the relocation of an existing electrical bundle near the intersection of Tower Road and Foxdale Avenue was required due to its existing condition and the distance between the bundle and the top of the new storm sewer. Perhaps one of the most costly and time consuming changes for this project was the necessary relocation and replacement of existing private utility services (water and sanitary). These service conflicts were encountered at various locations on Tower Road between Old Green Bay Road and Lincoln Avenue. Due to the unknown field conditions at each conflict location the Contractor was required to work under a time and material payment method.

With the additional change orders the final contract price is \$1,158,287.26. The approved 2015 budget estimated this project to be completed at a value of \$1,174,000. Due to the favorable bid received by the contractor, including the necessary change orders, the final contract price remains below the approved budgeted value.

Recommendation:

Consider authorizing the Village Manager to award a change order to Copenhaver Construction, in the amount of \$182,251.26 for additional necessary work activities for the Northeast Winnetka Stormwater Improvements – Tower/Old Green Bay Relief Sewer Project.

Attachments:

1. Copy of Final Invoice with Change Orders Noted

Invoice: 6 12/08/2014

Total Completed to Date \$ 1,158,287.26

Total Retention Held 0% \$ -

Amount Previously Paid \$ 1,088,632.80

Copenhaver Construction, Inc
75 Koppie Drive
Gilberts, IL. 60136

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Amount Due This Payment ==>>> \$ 69,654.46

FINAL

**Project: Northeast Stormwater Improvements
Tower/Old Green Bay Relief Sewer**

ITEM NO.	ITEM	UNITS	Total		TOTAL COST	Total This Invoice		Previous Totals		Total To Date	
			Plan Qty	UNIT PRICE		Qnt	Amount	Qnt	Amount	Qnt	Amount
1	TRENCH BLACKFILL	CU YD	4,240	\$ 36.00	\$ 161,002.80	0.00	\$ -	4472.30	\$ 161,002.80	4472.30	\$161,002.80
2	HOT MIX ASPHALT SURFACE REMOVAL, 1-1/2"	SQ YD	3,390	\$ 5.00	\$ 18,710.00	0.00	\$ -	3742.00	\$ 18,710.00	3742.00	\$18,710.00
3	HOT MIX ASPHALT BINNER COURSE IL-19.0,N50	TON	555	\$ 100.00	\$ 62,818.00	0.00	\$ -	628.18	\$ 62,818.00	628.18	\$62,818.00
4	HOT MIX ASPHALT SURFACE COURSE, MIX 'D' N50	TON	470	\$ 100.00	\$ 57,781.00	0.00	\$ -	577.81	\$ 57,781.00	577.81	\$57,781.00
5	PAVEMENT REMOVAL	SQ YD	2,210	\$ 15.00	\$ 38,805.00	0.00	\$ -	2587.00	\$ 38,805.00	2587.00	\$38,805.00
6	STORM SEWER REMOVAL, 8"	FOOT	140	\$ 10.00	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$0.00
7	STORM SEWER REMOVAL, 12"	FOOT	202	\$ 15.00	\$ 3,000.00	0.00	\$ -	200.00	\$ 3,000.00	200.00	\$3,000.00
8	STORM SEWER REMOVAL 18"	FOOT	660	\$ 17.00	\$ 11,118.00	0.00	\$ -	654.00	\$ 11,118.00	654.00	\$11,118.00
9	REMOVING MANHOLES	EACH	6	\$ 400.00	\$ 4,800.00	0.00	\$ -	12.00	\$ 4,800.00	12.00	\$4,800.00
10	CATCH BASINS TYPE C R-3015 (TYPE L) FRAME AND GRATE	EACH	4	\$ 2,500.00	\$ 42,500.00	0.00	\$ -	17.00	\$ 42,500.00	17.00	\$42,500.00
11	CATCH BASINS TYPE A 4'DIAMETER-R3015 (TYPE L) FRAME AND GRATE	EACH	10	\$ 2,400.00	\$ 12,000.00	0.00	\$ -	5.00	\$ 12,000.00	5.00	\$12,000.00
12	CATCH BASIN TYPE	EACH	7	\$ 2,600.00	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$0.00
13	Catch Basing, type A, 4' Diameter, Type 1 1 Frame, open lid	EACH	1	\$ 2,600.00	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$0.00
14	Deleted				\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$0.00
15	Manholes, Type A, 5' Diameter, Type 1 frame, Closed Lid	EACH	11	\$ 2,700.00	\$ 35,100.00	0.00	\$ -	13.00	\$ 35,100.00	13.00	\$35,100.00
16	Manholes, Type A, 6' Diameter, Type 1 frame, Closed Lid	EACH	3	\$ 4,100.00	\$ 16,400.00	0.00	\$ -	4.00	\$ 16,400.00	4.00	\$16,400.00
17	Conflict Manholes, Type a, 5' Diameter, Type 1 frame, Closed Lid	EACH	3	\$ 3,200.00	\$ 16,000.00	0.00	\$ -	5.00	\$ 16,000.00	5.00	\$16,000.00
18	Drop Manhole, Type A, 5' Diameter, Type 1 frame, Closed Lid.	EACH	1	\$ 7,000.00	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$0.00
19	Storm Sewer (Water Main Requirements) 12"	FOOT	177	\$ 105.00	\$ 6,815.00	0.00	\$ -	63.00	\$ 6,815.00	63.00	\$6,815.00
20	Storm Sewer (Water Main Requirements) 15"	FOOT	50	\$ 130.00	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$0.00
21	Storm Sewer (Water Main Requirements) 18"	FOOT	140	\$ 140.00	\$ 13,020.00	0.00	\$ -	93.00	\$ 13,020.00	93.00	\$13,020.00
22	Storm Sewer, Class A, Type 1, 12"	FOOT	26	\$ 55.00	\$ 36,575.00	0.00	\$ -	665.00	\$ 36,575.00	665.00	\$36,575.00
23	Storm Sewer. Class A, Type 2, 12"	FOOT	62	\$ 55.00	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$0.00
24	Storm Sewers, Class A, Type 2, 30"	FOOT	432	\$ 76.00	\$ 32,908.00	0.00	\$ -	433.00	\$ 32,908.00	433.00	\$32,908.00
25	Storm Sewers, Class A, Type 2, 36"	FOOT	1,453	\$ 89.00	\$ 127,181.00	0.00	\$ -	1429.00	\$ 127,181.00	1429.00	\$127,181.00
26	Sanitary Sewer Removal and Replacement (WM Requirements)	FOOT	55	\$ 87.00	\$ 19,575.00	0.00	\$ -	225.00	\$ 19,575.00	225.00	\$19,575.00
27	Combination Concrete Curb and Gutter Removal and Replacement	FOOT	300	\$ 28.00	\$ 42,280.00	0.00	\$ -	1510.00	\$ 42,280.00	1510.00	\$42,280.00
28	PCC Sidewalk Removal & Replacement	SQ FT	200	\$ 9.00	\$ 8,068.50	0.00	\$ -	896.50	\$ 8,068.50	896.50	\$8,068.50
29	Portland Cement Concrete Driveway Pavement, 6"	SQ YD	46	\$ 60.00	\$ 2,146.80	0.00	\$ -	35.78	\$ 2,146.80	35.78	\$2,146.80
30	Driveway Pavement Removal	SQ YD	86	\$ 15.00	\$ 1,320.00	0.00	\$ -	88.00	\$ 1,320.00	88.00	\$1,320.00

Invoice: 6 12/08/2014

Total Completed to Date \$ 1,158,287.26

Total Retention Held 0% \$ -

Amount Previously Paid \$ 1,088,632.80

Copenhaver Construction, Inc
75 Koppie Drive
Gilberts, IL. 60136

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Amount Due This Payment ==>> \$ 69,654.46

FINAL

**Project: Northeast Stormwater Improvements
Tower/Old Green Bay Relief Sewer**

ITEM NO.	ITEM	UNITS	Total		TOTAL COST	Total This Invoice		Previous Totals		Total To Date	
			Plan Qty	UNIT PRICE		Qnt	Amount	Qnt	Amount	Qnt	Amount
31	Hot Mix Asphalt Driveway Pavement, 6"	SQ YD	40	\$ 35.00	\$ 1,983.45	0.00	\$ -	56.67	\$ 1,983.45	56.67	\$1,983.45
32	Traffic Control and Protection	L SUM	1	\$ 42,000.00	\$ 42,000.00	0.00	\$ -	1.00	\$ 42,000.00	1.00	\$42,000.00
33	Exploration trench, 60" Depth	FOOT	25	\$ 25.00	\$ -	0.00	\$ -		\$ -	0.00	\$0.00
34	Detectable Warnings	SQ FT	18	\$ 30.00	\$ 1,200.00	0.00	\$ -	40.00	\$ 1,200.00	40.00	\$1,200.00
35	Adjusting Water Main, 12" or less	FOOT	100	\$ 150.00	\$ -	0.00	\$ -		\$ -	0.00	\$0.00
36	Adjusting Water Service Lines	FOOT	150	\$ 80.00	\$ 3,120.00	0.00	\$ -	39.00	\$ 3,120.00	39.00	\$3,120.00
37	Temporary Pavement Patching	SQ YD	200	\$ 40.00	\$ -	0.00	\$ -		\$ -	0.00	\$0.00
38	Mobilization	L SUM	1	\$ 124,000.00	\$ 124,000.00	0.00	\$ -	1.00	\$ 124,000.00	1.00	\$124,000.00
39	Temporary Access (Private Entrance)	EACH	4	\$ 250.00	\$ -	0.00	\$ -		\$ -	0.00	\$0.00
40	Construction Layout		1	\$ 21,000.00	\$ 21,000.00	0.00	\$ -	1.00	\$ 21,000.00	1.00	\$21,000.00
41	Sanitary Sewer Adjustment	EACH	5	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	1.00	\$2,500.00
42	Stone RipRap Class A3	TON	17	\$ 70.00	\$ -	0.00	\$ -		\$ -	0.00	\$0.00
43	Stone RipRap Class A4	TON	34	\$ 75.00	\$ -	0.00	\$ -		\$ -	0.00	\$0.00
44	Stone RipRap Class A6	TON	25	\$ 80.00	\$ -	0.00	\$ -		\$ -	0.00	\$0.00
45	Stone RipRap Class A7	TON	7	\$ 100.00	\$ -	0.00	\$ -		\$ -	0.00	\$0.00
46	Filter Fabric	SQ YD	110	\$ 3.00	\$ -	0.00	\$ -		\$ -	0.00	\$0.00
47	Bituminous Material (prime coat)	GALLON	2,800	\$ 1.00	\$ 1,450.00	0.00	\$ -	1450.00	\$ 1,450.00	1450.00	\$1,450.00
48	Aggregate Prime Coat	TON	11	\$ 90.00	\$ 450.00	0.00	\$ -	5.00	\$ 450.00	5.00	\$450.00
49	Thermoplastic Pavement Marking Line 4"	FOOT	484	\$ 2.00	\$ 968.00	0.00	\$ -	484.00	\$ 968.00	484.00	\$968.00
50	Thermoplastic Pavement Marking Line 6"	FOOT	364	\$ 8.00	\$ 2,912.00	0.00	\$ -	364.00	\$ 2,912.00	364.00	\$2,912.00
51	Thermoplastic Pavement Marking Line 8"	FOOT	36	\$ 12.00	\$ 432.00	0.00	\$ -	36.00	\$ 432.00	36.00	\$432.00
52	Thermoplastic Pavement Marking Line 12"	FOOT	41	\$ 20.00	\$ 820.00	0.00	\$ -	41.00	\$ 820.00	41.00	\$820.00
53	Thermoplastic Pavement Marking Line 24"	FOOT	200	\$ 2.00	\$ 400.00	0.00	\$ -	200.00	\$ 400.00	200.00	\$400.00
54	Short Term Pavement Marking	EACH	500	\$ 2.00	\$ -	0.00	\$ -		\$ -	0.00	\$0.00
55	Sanitary Manholes to be Adjusted	EACH	9	\$ 700.00	\$ -	0.00	\$ -		\$ -	0.00	\$0.00
56	Manholes to be Adjusted	EACH	1	\$ 800.00	\$ 800.00	0.00	\$ -	1.00	\$ 800.00	1.00	\$800.00
57	Valve Vaults to be Adjusted	EACH	9	\$ 500.00	\$ -	0.00	\$ -		\$ -	0.00	\$0.00
58	Catch Basins to be Adjusted	EACH	3	\$ 600.00	\$ -	0.00	\$ -		\$ -	0.00	\$0.00
59	Storm Sewer 18" (Directional Bore)	FOOT	92	\$ 290.00	\$ 26,680.00	0.00	\$ -	92.00	\$ 26,680.00	92.00	\$26,680.00

Invoice: 6 12/08/2014

Total Completed to Date \$ 1,158,287.26

Total Retention Held 0% \$ -

Amount Previously Paid \$ 1,088,632.80

Copenhaver Construction, Inc
75 Koppie Drive
Gilberts, IL. 60136

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Amount Due This Payment ==>> \$ 69,654.46

FINAL

**Project: Northeast Stormwater Improvements
Tower/Old Green Bay Relief Sewer**

ITEM NO.	ITEM	UNITS	Total	UNIT PRICE	TOTAL COST	Total This Invoice		Previous Totals		Total To Date	
			Plan Qty			Qnt	Amount	Qnt	Amount	Qnt	Amount
60	Sodding, Special	SQ YD	50	\$ 20.00	\$ 44,660.00	0.00	\$ -	2233.00	\$ 44,660.00	2233.00	\$44,660.00
61	Porous Concrete Unit Paver	SQ FT	775	\$ 16.00	\$ -	0.00	\$ -		\$ -	0.00	\$0.00
62	Manhole 7' Dia. To be Replace by 5' Manhole	EACH	1	\$ 25,000.00	\$ 25,000.00	0.00	\$ -	1.00	\$ 25,000.00	1.00	\$25,000.00
63	T&M #1 for Dates (5/7/2014 - 5/8/2014 - 5/9/2014)	L-SUM	1	\$ 16,855.22	\$ 16,855.22	0.00	\$ -	1.00	\$ 16,855.22	1.00	\$16,855.22
64	T&M #2 for Dates (6/17/2014 - 6/20/2014)	L-SUM	1	\$ 25,701.75	\$ 25,701.75	0.00	\$ -	1.00	\$ 25,701.75	1.00	\$25,701.75
65	T&M #3 for Dates 6/23/2014 - 6/24/2014	L-Sum	1	\$ 11,672.74	\$ 11,672.74	0.00	\$ -	1.00	\$ 11,672.74	1.00	\$11,672.74
66	AUP for Concrete Electrical Bundle	EACH	1	\$ 17,600.00	\$ 17,600.00	0.00	\$ -	1.00	\$ 17,600.00	1.00	\$17,600.00
67	Water Service Line Installation	EACH	4	\$ 1,000.00	\$ 4,000.00	0.00	\$ -	4.00	\$ 4,000.00	4.00	\$4,000.00
68	AUP Televised & Document	EACH	1	\$ 4,273.00	\$ 4,273.00	1.00	\$ 4,273.00		\$ -	1.00	\$4,273.00
69	AUP for Mainline Cleaning	EACH	1	\$ 8,085.00	\$ 8,085.00	1.00	\$ 8,085.00		\$ -	1.00	\$8,085.00
70				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
71				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
72				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
73				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
74				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
75				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
76				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
77				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
78				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
79				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
80				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
81				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
82				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
83				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
84				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
85				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
86				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
87				\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
* SPECIAL PROVISION			Original Contract Budget =		\$ 1,158,287.26		\$ 12,358.00		\$ 1,145,929.26		\$ 1,158,287.26



Agenda Item Executive Summary

Title: Northwest Winnetka Stormwater Improvements – Authorization to Award Contact(s) for Resident Engineering Services

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

Agenda Date: 01/06/2015

Consent: YES NO

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

Item History:

On November 6, 2014, the Village awarded a contract to A Lamp Concrete, Inc. to perform construction services for the proposed Northwest Winnetka Stormwater Improvements project for an amount not to exceed \$6,117,230. The Greenwood and Forest Glen study area is an approximately 170-acre drainage area north of Tower Road roughly bounded by Gordon Terrace on the east and the Skokie River East Diversion Ditch on the west. All of the stormwater runoff in this area currently drains to the Skokie River East Diversion Ditch through a trunk sewer heading west under Tower Road. During large storm events, as the water rises in the Diversion Ditch, the 36-inch outlet to the Diversion Ditch cannot drain by gravity and the pond provides relief via the other 36-inch outlet. The proposed project increases conveyance capacity and using available storage volume in the existing stormwater storage lagoon south of Tower Road and west of Heather Lane. This will provide flood relief for the western portions of the Forest Glen subdivision, along Tower Road, and in areas along Greenwood Avenue, Edgewood Lane, Grove Street, and Asbury Avenue.

Executive Summary:

Due to the scope, size, and complexity of the proposed stormwater project, the Village will require the support of professional engineering consultants to assist with the review and approval of technical shop drawings, assistance with site inspections, project documentation, review and make recommendations for pay requests and potential change orders, and as required, assist in public communications and outreach programs.

As this project has developed over the past few years, the Village has worked closely with the engineering design team of Christopher B. Burke Engineering, Ltd., and engineering consultant Mr. Jim Johnson from AT Group, Inc., who was also involved with the recently completed Northeast Winnetka Relief Sewer Project. Due to the contribution of this team to the development of the project, the Village sought proposals from both firms to assist with the duties and responsibilities of Resident Engineering for the project.

Each of these firms brings a specific contribution to the success of this project. As the designer, Christopher B. Burke Engineering, Ltd., has the historical background and technical understanding of the project. Staff believes that their ongoing involvement with the pre-construction meetings, the technical reviews of the shop drawings, and the development of the final as-built drawings would add significant value to the Village. Christopher B. Burke Engineering has proposed a fee of \$43,050 for their services, as enumerated in their proposal shown as Attachment #1.

Mr. Jim Johnson from AT Group, Inc. continues to be involved with the coordination of the Village's various stormwater improvements. As indicated above, Mr. Johnson has contributed to the site observation duties and the development of required documentation for the recently completed Northeast Winnetka Storm Relief Project. As the proposed Resident Engineer from AT Group, Inc. Mr. Johnson brings his detailed understanding of the project as well as an understanding of the level of service required for the success of this project. Staff is proposing that AT Group, Inc. will perform much of the day to day on-site inspections (approximately 30-hours a week), development of the required documentation and photos, offer recommendations for any required field changes, and assist with public communications and outreach programs. Due to his involvement on a day to day basis, the Village will be providing Mr. Johnson a temporary location at the public works facility to maintain his field notes, and perform his other duties. AT Group has proposed a not to exceed fee of \$73,000, based on a weekly schedule of 30 hours, for providing Resident Engineering services for the project, as enumerated in Attachment #2.

Village Public Works staff is expected to supplement the services offered by both Christopher B. Burke Engineering and AT Group for field inspections, project management and approval, and public relations.

Recommendation:

Consider awarding contract(s) for Residential Engineering Services to:

1. Christopher B. Burke Engineering, Ltd., for a price not-to-exceed \$43,050
2. AT Group, Inc., for a price not-to-exceed \$73,000

Total amount approved for Resident Engineering Services = \$116,050

Attachments:

1. Proposal from Christopher B. Burke Engineering, Ltd.
2. Proposal from AT Group, Inc.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

December 5, 2014
REVISED December 19, 2014

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Attention: Mr. Steve Saunders

Subject: Proposal for Engineering Services
Forest Glen and Greenwood Avenue Stormwater Improvements

Dear Mr. Saunders:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for engineering services for the subject project. The proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee. All work performed under this proposal will be in accordance with the attached Schedule of Charges and General Terms and Conditions.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands the Village of Winnetka has contracted with A Lamp Concrete Contractors Inc. to complete the Forest Glen and Greenwood Avenue Stormwater Improvements project. The proposed work is officially known as "FOREST GLEN AND GREENWOOD AVENUE STORMWATER IMPROVEMENTS" and further described as the construction of approximately 6,300 lineal feet of new storm sewer, manholes, junction chambers, casing pipe, drainage structures, pavement removal and replacement, water main and sanitary sewer adjustments and restoration in Winnetka, Illinois.

Scope and fee are based upon CBBEL providing pre-construction services, shop drawing review, project close out and fielding design questions during construction.

SCOPE OF SERVICES

Task 1 – Pre-Construction Services

CBBEL will perform the following tasks prior to the start of construction:

- Facilitate two pre-construction meetings.
- Review shop drawings and catalog cuts for conformance with the plans and specifications.
- Review the Contractor's schedule for compliance with the specifications.
- Review any miscellaneous submittals from the Contractor.

Task 2 – Shop Drawing Review

- Record data received, maintain a file of drawings and submissions.
- Review Contractor's submittals for compliance with contract documents. Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.

Task 3 – Field Questions

CBBEL will provide assistance during construction if design questions arise. This may include a field meeting and/or conference calls to resolve any construction issues. This task will be completed on a Time and Material basis as the quantity and frequency cannot be determined.

Task 4 – Project Closeout

CBBEL will perform the following tasks prior to the closeout of the project:

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village, prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- This does not include any final quantities or pay requests for the project.

ESTIMATE OF FEE

CBBEL's proposed fee is for this project is \$43,050, plus the Time and Material (T&M) for Task 3.

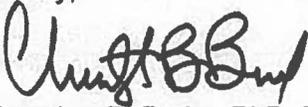
Task		Hours	Rate	Direct Cost	Total
Task 1	Pre-Construction	30	\$179		\$5,370
Task 2	Shop Drawing Review	108	\$150		\$16,200
Task 3	Field Questions				T & M
Task 4	Project Close-Out	120	\$179		\$21,480

Please note that for any of the observation tasks with CBBEL may be performing, the Contractor(s) shall be informed that neither the presence of CBBEL field staff nor the observation and testing (if any) by our firm or subconsultant of our firm shall excuse the Contractor in any way for defects discovered in the work. It should be understood that CBBEL will not be responsible for any job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise nor supervise the Contractor(s) means and methods of their work.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE VILLAGE OF WINNETKA.

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2014

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	248
Engineer VI	217
Engineer V	179
Engineer IV	143
Engineer III	129
Engineer I/II	102
Survey V	200
Survey IV	169
Survey III	144
Survey II	104
Survey I	81
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	169
Engineering Technician IV	137
Engineering Technician III	123
Engineering Technician I/II	100
CAD Manager	149
Assistant CAD Manager	130
CAD II	129
CAD I	101
GIS Specialist III	124
GIS Specialist I/II	69
Landscape Architect	143
Environmental Resource Specialist V	183
Environmental Resource Specialist IV	141
Environmental Resource Specialist III	118
Environmental Resource Specialist I/II	97
Environmental Resource Technician	93
Administrative	92
Engineering Intern	55
Survey Intern	53
Information Technician III	109
Information Technician I/II	100

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2014.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: ~~Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.~~
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

~~When construction observation services are included in the Scope of Services, the~~ Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



AT Group, Inc.

Managing the Design & Construction Process

James H. Johnson, P.E.

November 16, 2014

Steven Saunders, PE
Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

Subject: Resident Project Representative Services
NW Winnetka Storm Sewer Improvements

Dear Mr. Saunders:

We sincerely appreciate the opportunity to provide our proposal for resident project management services associated with the NW Winnetka Project.

I. PROJECT SCOPE:

The AT Group (ATG) has been working with the Village throughout the design and permitting process, and therefore understands the Village's intent for and complexity of the proposed improvements. The following proposed services are based on Pre-Construction Services from December 1, 2014 until February 28, 2015, Construction Services from March 1 until September 30, 2015, and Post-Construction Services from October 1 until November 30, 2015.

II. PROJECT MANAGEMENT SERVICES:

Acting as the Village's Resident Project Representative, ATG shall provide representation, negotiation, management, coordination and administrative services as follows:

A. Pre-Construction Phase

1. Meetings

Based on the goals and objectives and the project plans, facilitate pre-construction meetings with the project team, other impacted organizations (e.g., schools, parks), and impacted residents.

2. Submittals

Monitor the shop drawing/submittal process, and assist the Village and Design Engineer in their evaluation of the required submittals.

3. Budget Development

Based on the goals and objectives and the project organization plan, review the Owner's current Master Program Budget so that it appropriately addresses all project and development costs. Prepare a detailed line item budget for the Owner's approval.

C. Post Construction Phase

1. Owner Acceptance

Assist Owner in the preparation of preliminary and final punchlists, and monitor the contractor's progress against those lists to ensure timely project completion. Review completion certificates and recommend approval where appropriate.

2. Contract Close-Out

Verify that all close-out requirements and punchlists are completed in a timely and efficient manner. Oversee the completion and execution of all contract requirements, including final payments and release of retainage. Review warrantee submittals and record documents, Coordinate turnover of all project documentation to the Owner.

III. BASIS OF COMPENSATION:

A. Basic Services

Assuming a total project duration of twelve (12) months (commencing on or about December 1, 2014 and ending on or about November 30, 2015), ATG shall provide project management services for a stipulated sum of \$73,000. Phase A (Pre-Construction) and C (Post Construction) to be invoiced in four (5) equal monthly payments of \$2,500. Phase B (Construction) to be invoiced in seven (7) equal monthly amounts of \$9,000.

B. Reimbursable Expenses

The following standard reimbursable expenses are included as part of the basic fee:

- a. Local travel expenses and mileage
- b. Long distance and cellular telephone communication.
- c. Expenses of reproduction, postage, facsimile transmission and receipt and handling of all project related documents.

Any other expenses related to travel and sustenance outside the Chicago metro area shall be authorized in writing by the Owner prior to any expenditure.

C. Invoicing:

ATG shall invoice for basic services monthly by phase, based on a uniform series of equal payments. Should the completion of any phase occur before the above referenced date, the balance of any unpaid phase fee shall be become due upon receipt of a final invoice for that phase. Should any phase duration extend beyond the dates noted above, additional services shall be provided to the end of the phase with the Owner's written authorization on an hourly basis and at the following rates:

Principal and/or Project Manager \$125 per hour

All invoices for ATG services shall be numbered seriatim in chronological order of submission and shall state the phase of services to which the invoices relates and the total amount of ATG's compensation payable that month.

D. ATG shall use its best efforts, skill, experience and judgment to perform its services specified in this Agreement, diligently and conscientiously performing its duties thereunto, subject to any delays caused by Owner or by strikes, lockouts, acts of God, or other reasons beyond its control.

E. This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination by Owner, Owner's sole liability shall be to compensate ATG for services performed prior to the termination date, for hourly work performed to the date of notice and any other amounts earned for prior months' services but not yet paid, together with any reimbursable expenses which may be then due.

F. ATG shall keep or cause to be kept during the term of this Agreement and for a period of three years from the termination of this agreement, records as may be necessary to accurately indicate all of the business they transact pursuant to this Agreement. All such records shall be open during normal business hours for inspection and examination by Owner and may be audited by Owner at Owner's expense.

G. ATG shall not be responsible for construction means, methods, techniques, sequences and procedures employed by contractors and consultants in performance of their contract, and shall not be responsible for the failure of any contractors or consultants to carry out the work in accordance with their contract and/or contract documents, or applicable standards of safety. ATG shall immediately notify Owner of any known or suspected deficiency in the reasonable performance of the duties of such consultants and contractors.

H. Owner shall purchase or self-insure and maintain insurance (or require the Contractors to purchase or self-insure and maintain insurance) to protect Owner and ATG from third party claims. ATG, as Owner's representative, shall be named as an additional insured on all general liability policies from claims of third parties for damages because of bodily injury or property damage occurring during construction on the site. Evidence of said coverage will be provided ATG by Owner as soon as feasible after execution of the agreement.

I. It is specifically understood that ATG shall not be required at any time to advance its own funds for the payment of any bills for labor, material or services furnished to the Project other than for labor and materials used in the provision of its own services under this Agreement for which ATG is being compensated in accordance with Section III of this Agreement.

J. ATG represents that it is now and shall at all times during this contract continue to be an Equal Opportunity Employer and shall conform to all applicable Equal Opportunity Laws, Executive Orders, Rules and Regulations. ATG will comply with the Immigration Reform and Control Act of 1986. If requested by Owner, ATG will certify or attest in writing within thirty (30) days of Owner's request that no services subject to this Agreement are or will be performed by unauthorized aliens.

K. Owner and ATG agree that the relationship of ATG to Owner is that of independent contractor and that ATG, and Owner shall not be deemed to have any other relationship with regard to any services to be performed by ATG for the Project. Particularly, ATG, and Owner shall not be deemed to be partners, joint venturers, or principal and agent, and ATG shall have no

11/25/2014

Respectfully submitted
THE AT GROUP, INC.

James H. Johnson
Principal

Accepted by:
The Village of Winnetka

Name _____

Title: _____

Date _____



Agenda Item Executive Summary

Title: Stormwater Utility Fee: Application for Partnership Credit by Winnetka Park District for Lloyd Park - 799 Sheridan Road

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

Agenda Date: 01/06/2015

Consent: YES NO

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

Item History:

In March, 2014, the Village Council adopted Ordinance MC-2-2014 implementing a stormwater utility fee, for the purpose of providing a separate, dedicated funding source for ongoing and proposed stormwater capital improvements and maintenance activities. The stormwater utility fee is based on the square footage of impermeable surfaces located on each parcel, measured in Equivalent Runoff Units (ERU) of 3,400 square feet (i.e. 3,400 sq. ft. of impermeable surfaces = 1 ERU). The current fee is \$21.83 per ERU per month.

Executive Summary:

When adopting the stormwater utility fee, the Village Council recognized that, in certain unique circumstances, some institutions in the Village, such as schools, parks and churches, have sufficient resources that, in addition to complying with applicable stormwater detention requirements, they are also able to provide significant stormwater management assistance to the Village, through such actions as the donation of land for use in the stormwater system, significant capital contributions for the stormwater system or other such activities. The Council reserved the sole and exclusive right and discretion to enter into agreements with those property owners to provide for such contributions to the Village's stormwater system, and to grant a credit to such owners for all or part of the stormwater utility fee in exchange for such contribution.

The Winnetka Park District has submitted a request for consideration of such a partnership credit for Lloyd Park, at 799 Sheridan Road. This application is contained in Attachment #1. In 2014, the Village completed the Northeast Winnetka Stormwater Improvement. The northeast Winnetka watershed previously drained to Lake Michigan via a single outlet at the east end of Spruce Street. This improvement consisted of two separate projects, aimed at separating the large northeast Winnetka watershed into two subwatersheds, by constructing a new connection to an existing outlet across property owned by the Winnetka Park District, at Lloyd Park. The Park District has granted the Village an easement across the south end of the Lloyd Park parking lot, under which the new storm sewer could be constructed to access the Lake. Absent this easement, the Village would have needed to identify and acquire another route from Sheridan Road to the Lake, or to significantly increase stormwater conveyance capacity along Sheridan Road and Spruce Street, and a new outlet structure at Spruce Street, to provide stormwater flood protection for the southern portion of the northeast Winnetka watershed.

Either of these two options would have been significantly more expensive – on the order of several hundred thousand dollars – to implement than the Lloyd Outlet improvement that was ultimately constructed. It is Village staff's opinion that the Park District's involvement in the project, in the form of donating land to significantly reduce the expense of providing stormwater flood relief, precisely fits the conditions for which the partnership credit provision was adopted by the Village Council. Staff recommends that the Council grant the requested partnership credit to the Winnetka Park District.

Recommendation:

Consider granting a partnership credit to the Winnetka Park District for 21.0 ERU, for an annual amount of \$5,501.16.

Attachments:

1. Winnetka Park District Credit Application
2. Winnetka Village Code Section 13.16



Application for Partnership Credit

Lloyd Park
Winnetka, Illinois

Prepared For:

Winnetka Park District
540 Hibbard Road
Winnetka, Illinois 60093

Prepared By:

Michael Baker, P.E., CFM
850 Forest Edge Drive
Vernon Hills, Illinois 60061

GHA Project #4872.000

October 16, 2014

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3	ERU Calculation.....	2
4	Conclusions	2

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- Appendix A - Plat of Survey and Topography - Lloyd Park
- Appendix B - Lloyd Park Storm Sewer Improvements - Plan and Profile

1 Introduction

The Winnetka Park District (WPD) understands that they will be subject to the new stormwater utility fee based on impervious areas of their parcels which discharge stormwater to the Village stormwater management system. The WPD understands the need for this utility fee program and is fully supportive of the Village's goals of improving stormwater management. While the WPD supports this program, they also own and maintain a substantial amount of property within the Village and the financial burden resulting from the utility fee will have a significant impact on the WPD's annual budget. In order to assess the possibility of obtaining relief from the utility fee, the WPD has retained Gewalt Hamilton Associates (GHA) to review the Village requirements and submit, if possible, documentation supporting the reduction of the utility fee for the WPD.

GHA has reviewed the options outlined in the "Stormwater Credit Manual" dated May 30, 2014 and published on the Village of Winnetka website. GHA believes that the WPD qualifies for a "Partnership Credit" for benefits provided to the Village stormwater management system by the Lloyd Park property per the requirements of Section 3.7 of the manual. The purpose of this report is to provide documentation of the stormwater management benefits provided by Lloyd Park and to request that the Village grant the WPD a Partnership Credit for the utility fee associated with the total amount of Equivalent Runoff Units (ERU's) calculated for this property.

2 Analysis of Partnership Benefits

An existing plat of survey and topography for Lloyd Park is provided in Appendix A. This survey shows that the majority of the park discharges as overland flow directly to Lake Michigan and places no burden on the Village's stormwater management system. Some areas of the park discharge to a Village storm sewer system that was constructed through the park property at the south parking lot in 2013. A plan and profile drawing of this system is provided in Appendix B. Runoff from the areas of the park draining to this sewer creates a small burden to the Village system. However, the construction of Village stormwater improvements within the Lloyd Park property resulted in significant benefits to the Village by providing a convenient direct outfall to Lake Michigan.

In order to construct the new outfall, the Village required roughly 3,700 square feet of land through Lloyd Park. Construction of the stormwater improvements within this area was allowed by the WPD at no cost. Additionally, the WPD granted an 11,700 square foot watermain easement through Lloyd Park, also at no cost. An analysis of neighboring lakefront property included in Table 1 indicates a market value of \$40 per square foot of land.¹ Based on this analysis, the market value of the stormwater improvement construction area is approximately \$148,000 and the market value of the watermain easement provided to the Village is approximately \$468,000. If not for the WPD allowing construction area across the park property to convey stormwater from Sheridan Road the Lake, the Village would have had to find an

¹ Source: Cook County Property Tax Portal

alternative location for the outfall, and compensate the owner of such property for the use of their land.

The Stormwater Credit Manual states that Partnership Credits are offered to applicants who “provide land and/or facilities for use by the Village to facilitate the management of stormwater”. GHA believes that the use of Lloyd Park area allowed by the WPD at no cost to the Village and the WPD’s cooperation during construction of Village stormwater management improvements qualifies the WPD to receive the Partnership Credit.

Table 1: Market Value of Lakefront Land²

PIN	Land Area (ft ²)	Assessed Land Value	Assessed Value per ft ²	Market Value per ft ²
05-17-203-039	77,310	\$309,240	\$4.00	\$40.00
05-17-203-036	169,492	\$677,968	\$4.00	\$40.00
05-17-203-025	182,211	\$728,844	\$4.00	\$40.00
05-17-203-026	116,610	\$466,440	\$4.00	\$40.00
05-16-106-017	35,250	\$141,000	\$4.00	\$40.00
05-16-106-050	51,005	\$204,020	\$4.00	\$40.00
05-16-106-077	74,616	\$298,464	\$4.00	\$40.00
05-16-106-074	84,470	\$337,880	\$4.00	\$40.00

3 ERU Calculation

GIS data used by the Village to estimate the stormwater utility fee for the Lloyd Park parcel was provided to GHA from the Village. Table 2 provides a summary of the GIS data provided for this park. An ERU value was determined for the park in Table 2 based on 3,400 square feet per ERU, rounded to the nearest 0.1 ERU. The total estimated ERU for Lloyd Park was 21.0.

Table 2: ERU Estimate for Lloyd Park

PIN	Paved Area (ft ²)	Path Area (ft ²)	Sidewalk Area (ft ²)	Parking Area (ft ²)	Driveway Area (ft ²)	Building Area (ft ²)	Total Area (ft ²)	ERU
05-16-106-066	6,172	0	2,469	59,706	198	2,864	71,409	21.0

4 Conclusions

This report has summarized the drainage characteristics and stormwater benefits provided to the Village stormwater management system by the Lloyd Park property. GHA believes that the benefits provided by this property makes the WPD well qualified to receive a partnership credit as defined in the Stormwater Credit Manual. Therefore, on behalf of the WPD, GHA

² Source: Cook County Property Tax Portal. Properties are of those lakefront properties near or adjacent to Lloyd Park.

4 Conclusions

This report has summarized the drainage characteristics and stormwater benefits provided to the Village stormwater management system by the Skokie Playfields property. GHA believes that the benefits provided by this property makes the WPD well qualified to receive a partnership credit as defined in the Stormwater Credit Manual. Therefore, on behalf of the WPD, GHA respectfully requests that the 98.2 ERU calculated for the Skokie Playfields be removed from the WPD utility fee assessment in accordance with the requirements for the “partnership credit” described in the Stormwater Credit Manual.

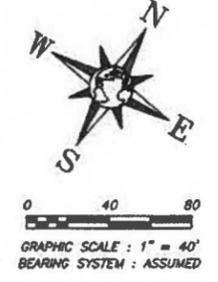
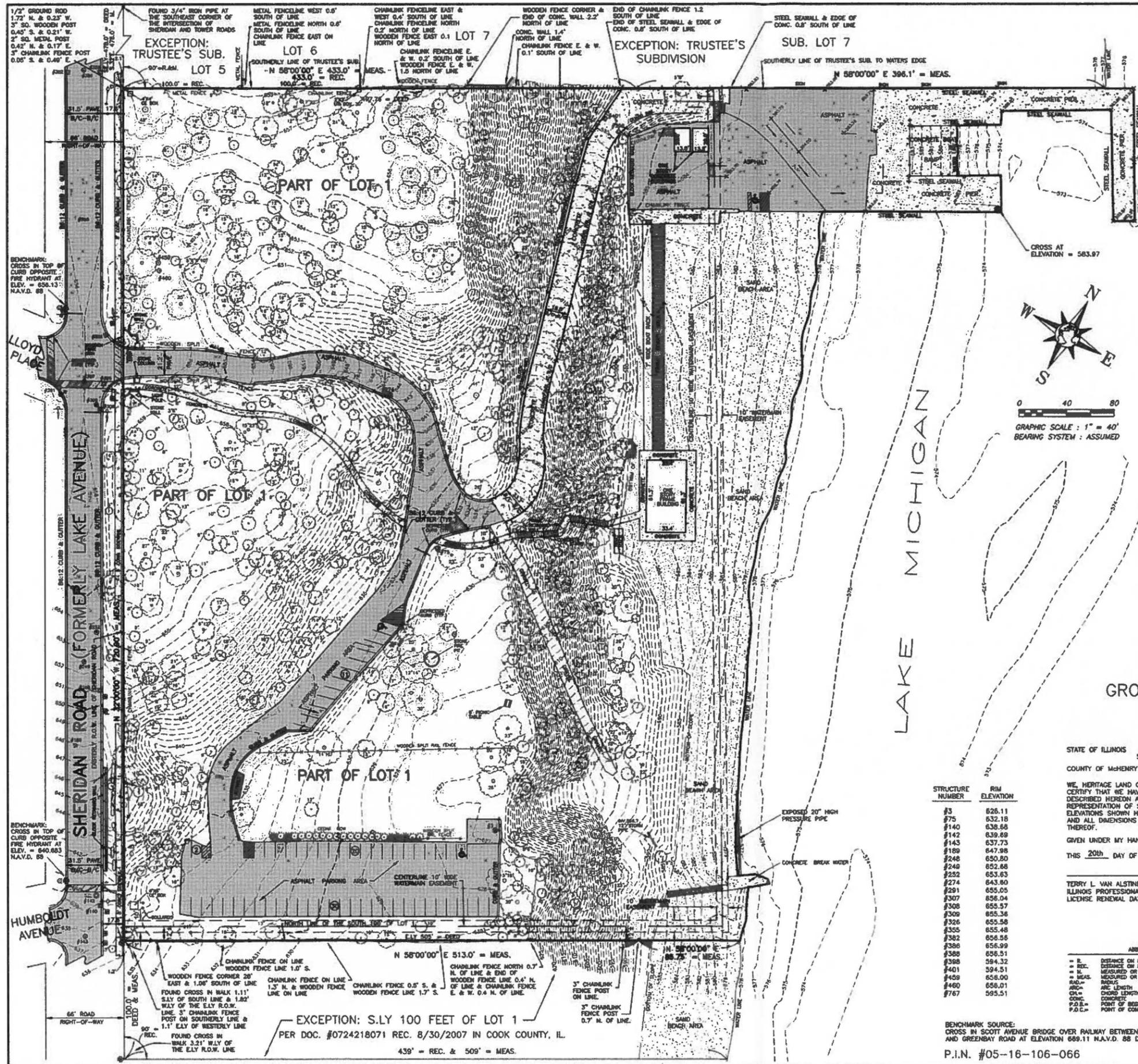
Appendix A

Plat of Survey and Topography Lloyd Park

PLAT OF SURVEY & TOPOGRAPHY

PARCEL DESCRIPTION:
 THAT PART OF LOT 1 IN LLOYD AND ROBINSON'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTIONS 16 AND 17 IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1887 AS DOCUMENT NUMBER 809744 IN COOK COUNTY, ILLINOIS, LYING SOUTH AND SOUTHEASTERLY OF A LINE DRAWN PERPENDICULAR TO THE CENTERLINE OF SHERIDAN ROAD (FORMERLY KNOWN AS LAKE AVENUE) AND PASSING THROUGH AN IRON STAKE WHICH IS IN THE EASTERLY LINE OF SHERIDAN ROAD, AT A POINT 478 FEET SOUTHEASTERLY ALONG SAID EASTERLY LINE FROM THE POINT OF INTERSECTION OF SAID EAST LINE AND THE SOUTH LINE OF TOWER ROAD (FORMERLY KNOWN AS NORTH AVENUE), EXCEPT THE SOUTHERLY 100 FEET OF SAID LOT 1 AS MEASURED ALONG THE EASTERLY LINE OF SAID SHERIDAN ROAD. PARCEL CONTAINING 9.5323 ACRES, MORE OR LESS, IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

WATERMAIN EASEMENT DESCRIPTION:
 A 10 FOOT WIDE WATERMAIN EASEMENT OVER THAT PART OF LOT 1 IN LLOYD AND ROBINSON'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTIONS 16 AND 17 IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE SOUTHERLY LINE OF TRUSTEE'S SUBDIVISION OF THE NORTHERLY PORTION OF SAID LOT 1 (EXCEPTING FROM SAID LOT 1 THE SOUTHERLY 100 FEET THEREOF, AS MEASURED ALONG THE EASTERLY LINE OF SHERIDAN ROAD) AND THE CENTERLINE OF SAID 10 FOOT WATERMAIN EASEMENT IS A LINE WHICH COMMENCES AT A POINT ON THE NORTHERLY PROPERTY LINE OF THE ABOVE DESCRIBED PROPERTY AT A POINT 497.76 FEET EASTERLY FROM THE EASTERLY LINE OF SHERIDAN ROAD AS MEASURED ALONG SAID NORTHERLY PROPERTY LINE AND RUNS SOUTHERLY TO A POINT APPROXIMATELY 12 FEET NORTH OF THE SOUTHERLY PROPERTY LINE OF THE ABOVE DESCRIBED PROPERTY AND 505 FEET EASTERLY FROM THE EASTERLY LINE OF SHERIDAN ROAD AS MEASURED ALONG SAID SOUTHERLY PROPERTY LINE, THENCE WEST PARALLEL TO SAID SOUTHERLY PROPERTY LINE TO ITS INTERSECTION WITH THE EASTERLY LINE OF SHERIDAN ROAD AT A POINT 12 FEET, MORE OR LESS, NORTH OF SAID SOUTHERLY PROPERTY LINE, IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.



LEGEND

- | | | | |
|--|-------------------------|--|---------------------|
| | FIRE HYDRANT | | UTILITY BOX |
| | WATER MAIN | | CONTOUR |
| | SANITARY/STORM MANHOLE | | SPOT ELEVATION |
| | SANITARY SEWER | | TOP OF WALL ELEV |
| | CATCH BASIN | | BOTTOM OF WALL ELEV |
| | INLET | | BUSH ROW |
| | FLARED END SECTION | | DECIDUOUS TREE |
| | STORM SEWER | | CONIFER (PINE) |
| | POWER POLE STREET LIGHT | | HAND HOLE |
| | POWER POLE GYE ANCHOR | | SIGN |
| | VALVE VAULT | | TRAFFIC SIGNAL |
| | VALVE BOX | | |

GROSS PARK AREA = 9.5323 TO WATERS EDGE

STATE OF ILLINOIS S.S.
 COUNTY OF McHENRY

WE, HERITAGE LAND CONSULTANTS, LLC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON AND THAT THE PLAT DRAWN IS A REPRESENTATION OF SAID SURVEY AND TOPOGRAPHY. ELEVATIONS SHOWN HEREON ARE ON N.A.V.D. 88 DATUM AND ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT McHENRY, ILLINOIS
 THIS 20th DAY OF DECEMBER 2010

TERRY L. VAN ALSTINE
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3055
 LICENSE RENEWAL DATE : 11-30-2012

INDICATES 3/4" IRON PIPE (UNLESS NOTED OTHERWISE)

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY, PARCEL AND WATERMAIN EASEMENT DESCRIPTION PROVIDED BY CLIENT.

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISION LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY. ENCUMBRANCES, SURVEYING, BUILDING ENCUMBRANCES, ZONING, AND OTHER ENCUMBRANCES THAT MAY EXIST, CONSULT A TITLE ATTORNEY IF YOU NEED TO DISCOVER ALL THE LEGAL ENCUMBRANCES THAT MAY BE ATTACHED TO ANY PROPERTY.

REFER TO DEED OR GUARANTEE POLICY AND LOCAL ORDINANCES FOR BUILDING LINES AND EASEMENTS NOT SHOWN HEREON. COMPARE YOUR DESCRIPTION AND POINTS WITH THIS PLAT AND AT ONCE REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR. BUILDING THE DIMENSIONS SHALL NOT BE USED TO DETERMINE LOT LINE LOCATIONS.

HLG SURVEYING IS A SERIES OF HERITAGE LAND CONSULTANTS, LLC. AN ILLINOIS LIMITED LIABILITY COMPANY.

ILLINOIS PROFESSIONAL LAND SURVEY AND PROFESSIONAL ENGINEERING DESIGN FROM CORPORATION LICENSE NO. 184-004636 EXPIRES : 04/30/2011

STRUCTURE NUMBER	RIM ELEVATION
#3	626.11
#75	632.18
#140	638.66
#142	639.69
#143	637.73
#189	647.98
#246	650.20
#249	652.68
#252	653.63
#274	643.80
#291	655.05
#307	656.04
#308	655.57
#309	655.36
#326	655.58
#355	655.48
#382	656.56
#386	656.99
#388	656.51
#388	654.32
#401	654.51
#459	656.00
#460	656.01
#767	595.51

- ABBREVIATIONS**
- = B. DISTANCE ON RECORDED PLAT OF SUBDIVISION
 - = REC. DISTANCE ON RECORDED PLAT OF SUBDIVISION
 - = M. MEASURED OR CALCULATED DISTANCE
 - = MEAS. MEASURED OR CALCULATED DISTANCE
 - = RAD. RADIUS
 - = ARC. ARC LENGTH
 - = CH. CHORD LENGTH
 - = CONC. CONCRETE
 - = P.O.B. POINT OF BEGINNING
 - = P.O.C. POINT OF COMMENCEMENT

BENCHMARK SOURCE:
 CROSS IN SCOTT AVENUE BRIDGE OVER RAILWAY BETWEEN HUBBARD STREET AND GREENBAY ROAD AT ELEVATION 669.11 N.A.V.D. 88 DATUM.
 P.I.N. #05-16-106-066

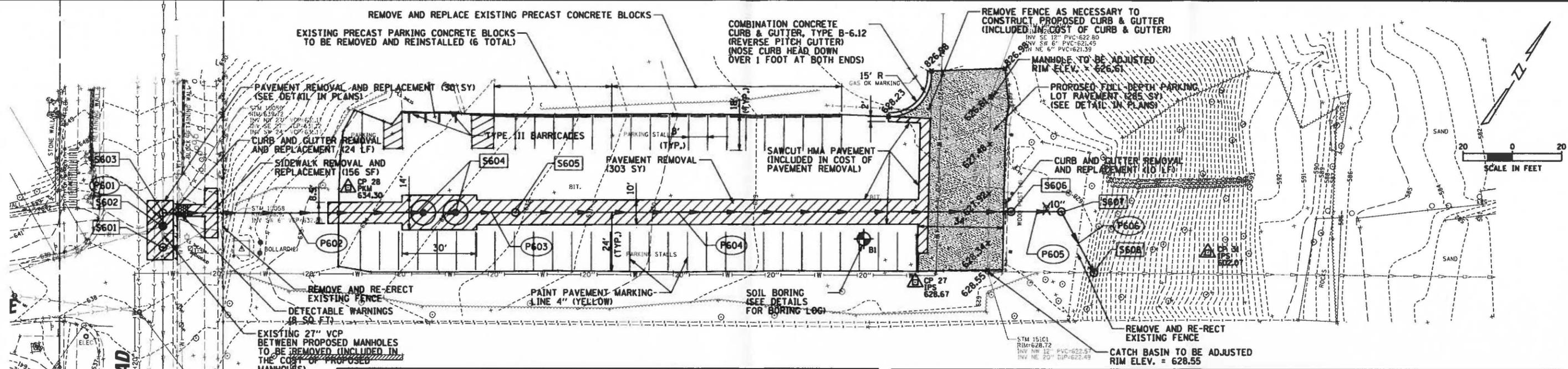
BOUNDARY SURVEY & TOPOGRAPHY LLOYD PARK, WINNETKA PARK DISTRICT

SCALE : 1" = 40'	REVISIONS
DATE : 12-20-2010	FILE THIS BOOK
DATE OF FIELD WORK: 12-01-2010	
DRAWN BY: T.V.A.	CHECKED BY: M.T.B.
PREPARED FOR: WINNETKA PARK DISTRICT	PROPERTY ADDRESS: SHERIDAN ROAD & LLOYD PLACE
VILLAGE OF WINNETKA	WINNETKA, ILLINOIS
DRAWN BY: T.V.A.	CHECKED BY: M.T.B.
JOB NO. 2010-231 SUR	



Appendix B

**Lloyd Park Storm Sewer
Improvements
Plan and Profile**

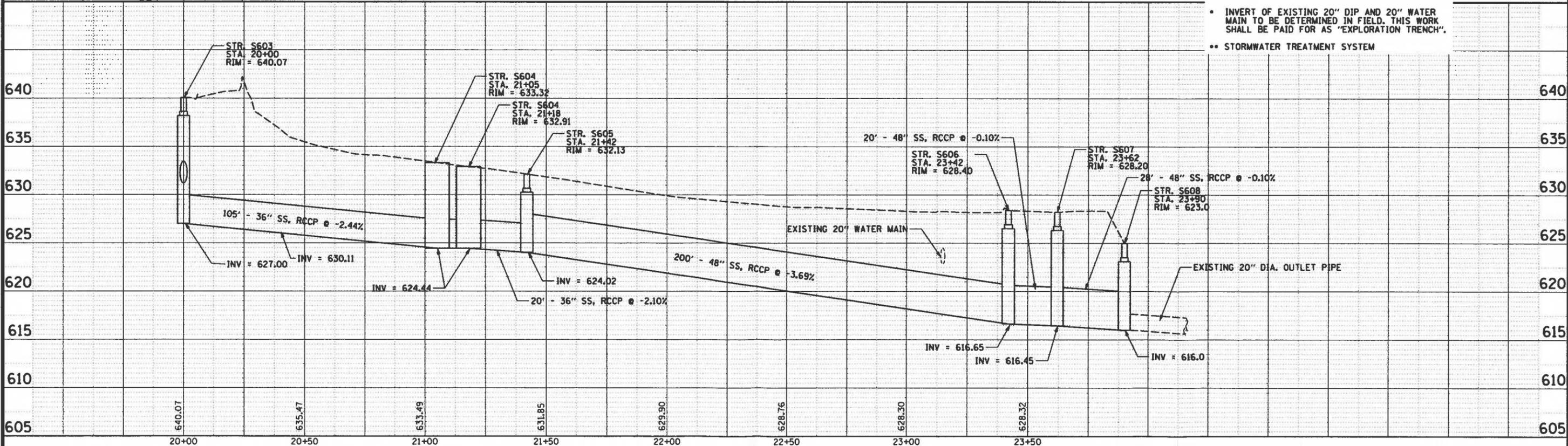


PIPE TABLE STA. 20+00 TO STA. 23+00

PIPE NO.	FROM STR.	TO STR.	MATERIAL	TYPE	LENGTH	DIA.	UPPER INV.	LOWER INV.	SLOPE %	TBF (CU YD)
P601	S602	S603	RCCP	2	5	27"	631.20	631.10	-2.00	6
P602	S603	**S604	RCCP	2	105	36"	627.00	624.44	-2.44	90
P603	**S604	S605	RCCP	2	20	36"	624.44	624.02	-2.10	23
P604	S605	S606	RCCP	2	200	48"	624.02	616.65	-3.69	306
P605	S606	S607	RCCP	2	20	48"	616.65	616.45	-0.10	0
P606	S607	S608	RCCP	2	28	48"	616.45	616.17	-0.10	0

STRUCTURE TABLE STA. 20+00 TO STA. 23+00

STRUCTURE NO	STRUCTURE TYPE	DIA.	STATION	OFFSET	RIM ELEV.	INV. NORTH	INV. SOUTH	INV. EAST	INV. WEST
S601	MH TY A, TIF CL	4'	20+00	14' RT	639.20	X	631.0 (EX)	632.8 (EX)	X
S602	MH TY A, TIF CL	5'	20+00	5.5' RT	639.72	631.1 (EX)	X	X	631.2 (EX)
S603	MH TY A, TIF CL	5'	20+00	0	640.07	631.2 (EX)	631.2 (EX)	627.00	X
S604	STORMWATER TREATMENT SYSTEM	2 @ 10'/EA	21+15	0	633.32	X	X	624.44	624.44
S605	MH TY A, TIF CL	6'	21+42	0	632.13	X	X	624.02	624.02
S606	MH TY A, TIF CL	6'	23+42	0	628.40	X	X	616.65	616.65
S607	MH TY A, TIF CL	7'	23+62	0	628.20	X	616.45 (SE)	X	616.45
S608	MH TY A, TIF CL	8'	23+90	24' RT	623.0	616.0 (EX)	616.0 (EX)	616.17 (NW)	X



- INVERT OF EXISTING 20" DIP AND 20" WATER MAIN TO BE DETERMINED IN FIELD. THIS WORK SHALL BE PAID FOR AS "EXPLORATION TRENCH".
- STORMWATER TREATMENT SYSTEM

CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

CLIENT:
VILLAGE OF WINNETKA
Incorporated in 1869

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL
FILE NAME	WINNETKA\2014\Civil\Lloyd-Sever_2.2014.OLSHT			

TITLE:
**LLOYD PARK
 STORM SEWER IMPROVEMENTS
 STA. 20+00 TO STA. 23+37**

Agenda Packet P. 51 **PLN1**

PROJ. NO. 120145
 DATE:
 SHEET 3 OF 8
 DRAWING NO.

Print

Winnetka, IL Village Code

Section 13.16.140 Credits.

A. Partnership Credits.

1. The Village Council recognizes that, in certain unique circumstances, some institutions in the Village, such as schools, parks and churches, have sufficient resources that, in addition to complying with applicable stormwater detention requirements, they are also able to provide significant stormwater management assistance to the Village, through such actions as the donation of land for use in the stormwater system, significant capital contributions for the stormwater system or other such activities. The Village Council reserves the sole and exclusive right and discretion to enter into agreements with such owners to provide for such contributions to the Village's stormwater system, and to grant a credit to such owners for all or part of the stormwater utility fee in exchange for such contribution.

2. To avoid delay in the design and construction of stormwater projects, and to assure that a proposed partnership credit will not shift the costs of stormwater compliance from the party proposing the partnership to the other users of the stormwater system, the Village reserves the sole and exclusive right and discretion to limit the time period during which requests or proposals for partnerships for any stormwater project may be submitted and considered.

B. Individual Credits.

1. Any property owner whose property does not impact on the Village stormwater utility system to the extent of the stormwater utility fee charged to that property pursuant to section 13.16.070 may apply for one of the following credits against the stormwater utility fee:

a. A credit of up to 50% if not less than one half of the stormwater emanating from the relevant property for the 100-year design storm is detained and cleaned, in accordance with effective engineering practices and techniques, prior to discharge into the Village stormwater utility system; or

b. A credit of 100% if none of the stormwater emanating from the parcel in question discharges into the Village stormwater utility system, either directly or indirectly.

2. Applications for credits against the stormwater utility fee filed pursuant to this subsection shall be filed in writing with the Village Manager or his or her designee, along with documentation that the Rules and Regulations of the Village of Winnetka Stormwater Utility require for the assessment of the application, which documentation shall include, but not be limited to:

a. Detailed specifications of any on-site cleaning of stormwater performed prior to discharge into the Village stormwater utility system, along with sufficient evidence that any on-site cleaning system is in good working order and is maintained on a regular basis;

b. Topographical depictions of the runoff patterns and directions of all stormwater emanating from the relevant property that does not impact the Village stormwater utility system; and

c. Relevant photographic evidence in support of the application.

3. The Village Engineer shall review an application for a credit against the stormwater utility fee, and shall either grant or deny the requested credit, within 60 days after the date on which the application is received. The Village Engineer shall only grant the requested credit upon determining, in the exercise of his professional judgment that the applicant meets the criteria for the credit, as defined in paragraph 1 of this subsection.

4. The owner of any parcel granted a credit under this subsection shall be responsible for keeping the qualifying private stormwater management facilities in good working order, and shall provide an annual report of maintenance and repair activities to the Village Engineer, and the Village shall have the right to enter the property to inspect the private stormwater maintenance facilities to confirm that they remain in good working order. Failure by the owner to maintain the private stormwater management facilities will result in the loss of stormwater utility fee credits.

5. Provided the owner has continued to maintain the private stormwater maintenance facilities as required by paragraph 4 of this subsection, a stormwater utility fee credit granted under this subsection shall remain in effect for 5 years from the date of approval. The owner of the property in question may apply for renewal of the credits for successive 5-year periods, subject to meeting all of the applicable conditions then in effect. The approval of a stormwater fee credit shall not create a property right to renew or be granted a credit upon the expiration of the credit's 5-year term.

C. Application of credits; refund of overpayments. The Finance Director shall apply approved credits to the applicant's account, and shall refund to the applicant any overpayments made from the date of the application. If the amount overpaid is less than the full amount of the customer's bill, the refund shall be in the form of a credit against the customer's next bill. If the amount overpaid equals or exceeds the full amount of the customer's prior bill, then the overpayment shall be refunded directly to the customer within 30 days after the date the credit is approved. (Ord. MC-2-2014 § 2, 2014)



Agenda Item Executive Summary

Title: Ordinance No. M-1-2015: 385 Winnetka Avenue, New Trier High School (Waiver of Intro/Adopt)

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date:	01/06/2015	<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

Consent: YES NO

Item History:

None

Executive Summary:

New Trier Township High School District 203 (New Trier) is requesting a Special Use Permit and variations (Intensity of Use of Lot, Maximum Building Size, Front and Corner Yard Setbacks, Height of Buildings and Structures, and Off-Street Parking) in order to expand and renovate the school, as well as provide circulation and parking improvements. In addition to proposed improvements on the parcels west of Essex Rd., an athletic storage building and parking improvements are also proposed on the parcels east of Essex Rd.

Three existing buildings on the west side of the school (Cafeteria, Tech Arts, and Music Buildings) would be demolished in order to accommodate construction of a new four-story wing to be located immediately north of the Auditorium building along Woodland Ave.

The proposal calls for three distinct improvements to the circulation and parking component of the site: 1) A new east-west circulation road located north of the existing building, between Essex Rd. and Woodland Ave.; 2) Reconfigured and expanded Essex Rd.; 3) Parking improvements and modifications include elimination of the existing Woodland Ave. parking lot, construction of parking along the east-west circulation road (88 spaces), construction of new parking immediately east of Essex Rd., and an additional 14 spaces within the Boiler Plant lot. The proposed plan will provide a net zero change to the number of parking spaces in order to maximize adjacent open green space.

The Plan Commission (PC) considered the request at their meeting on November 19, 2014. The nine voting members present voted unanimously to recommend approval. The PC's recommendation was conditioned upon (1) New Trier appointing a liaison to serve as a point of contact for neighbors to contact with questions and concerns; and (2) New Trier assigning a traffic guard in the vicinity of the intersection of Sunset Rd. and Woodland Ave. during school hours and for the duration of construction.

The Design Review Board (DRB) considered the request at their meeting on November 20, 2014 and voted unanimously to recommend approval.

The Zoning Board of Appeals (ZBA) considered the request at their meeting on December 8, 2014. The five members present voted unanimously to recommend approval. The ZBA's recommendation was conditioned upon the same two conditions suggested by the PC.

Recommendation:

1. Consider waiving introduction of Ordinance No. M-1-2015 and consider adoption granting a Special Use Permit and variations to allow New Trier to expand and renovate the school at 385 Winnetka Ave. The applicant has requested waiver of introduction to expedite the process (see Attachment I).

Or

2. Consideration introduction of Ordinance No. M-1-2015 granting a Special Use Permit and variations to allow New Trier to expand and renovate the school at 385 Winnetka Ave.

Attachments:

- Agenda Report
- Attachment A: Zoning Matrix
- Attachment B: Ordinance M-1-2015
- Attachment C: Special Use Permit and Variation Application Materials
- Attachment D: Director of Public Works/Village Engineer Steve Saunders memo
- Attachment E: Excerpt of November 19, 2014 PC meeting minutes
- Attachment F: Excerpt of draft November 20, 2014 DRB meeting minutes
- Attachment G: DRB Supplement
- Attachment H: Excerpt of draft December 8, 2014 ZBA meeting minutes
- Attachment I: Letter Requesting Waiver of Introduction
- Attachment J: Public Correspondence

AGENDA REPORT

TO: Village Council

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

SUBJECT: 385 Winnetka Ave., New Trier High School, Ord. M-1-2015
(1) Special Use Permit
(2) Variations

- a. Intensity of Use of Lot
- b. Maximum Building Size
- c. Front and Corner Yard Setbacks
- d. Height of Buildings and Structures
- e. Off-Street Parking

DATE: December 22, 2014

Ordinance M-1-2015 grants a Special Use Permit to New Trier Township High School District 203, in accordance with Section 17.56.010, and variations from Section 17.30.030 [Intensity of Use of Lot], Section 17.30.040 [Maximum Building Size], Section 17.30.050 [Front and Corner Yard Setbacks], Section 17.30.080 [Height of Buildings and Structures], and Section 17.30.100 [Off-Street Parking] of the Winnetka Zoning Ordinance to permit construction of an addition and other site improvements to New Trier High School that would result in a roofed lot coverage of 260,614 s.f., whereas a maximum of 184,136.82 s.f. is permitted, a variation of 76,477.18 s.f. (41.53%), an impermeable lot coverage of 447,914 s.f., whereas a maximum of 368,273.64 s.f. is permitted, a variation of 79,640.36 s.f. (21.62%), a gross floor area of 744,209 s.f., whereas a maximum of 171,220.88 s.f. is permitted, a variation of 572,988.12 s.f. (334.65%), a front yard setback from Woodland Ave. of 23.5 ft. to a parking lot, whereas a minimum of 30 ft. is required, a variation of 6.5 ft. (21.67%), a front yard setback from Woodland Ave. of 25 ft. to area wells for the addition, whereas a minimum of 30 ft. is required, a variation of 5 ft. (16.67%), a front yard setback from Essex Rd. of 7.7 ft. to a parking lot, whereas a minimum of 30 ft. if required, a variation of 22.3 ft. (74.33%), a building height of 66.83 ft., whereas a maximum of 60 ft. is permitted, a variation of 6.83 ft. (11.38%) and 4-stories, whereas a maximum of 2½-stories is permitted, and individual off-street parking spaces that would measure 157.25 s.f. in size, whereas a minimum of 180 s.f. is required, a variation of 22.75 s.f. (12.64%), all on the parcels located west of Essex Rd.

In addition to the Special Use Permit in accordance with Section 17.56.010, variations by ordinance from Section 17.30.050 [Front and Corner Yard Setbacks] and Section 17.30.100 [Off-Street Parking] of the Winnetka Zoning Ordinance are also requested to permit a portion of a parking lot to encroach the Essex Rd. right-of-way which would result in a setback of 0 ft., whereas a minimum of 30 ft. is required, a variation of 30 ft. (100%), a kinetic wellness storage building that would result in a setback of 11.1 ft. from Essex Rd., whereas a minimum of 30 ft. is required, a variation of 18.9 ft. (63%), and individual off-street parking spaces that would measure 157.25 s.f. in size, whereas a minimum of 180 s.f. is required, a variation of 22.75 s.f. (12.64%) on the parcels east of Essex Rd.

Summary of Request

New Trier Township High School (New Trier) is requesting a Special Use Permit and variations in order to expand and renovate the school, as well as provide circulation and parking improvements. In addition to the proposed improvements on the parcels west of Essex Rd., an athletic storage building and parking improvements are also proposed on the parcels east of Essex Rd. Schools are permitted within residentially zoned areas, but are classified as a “Special Use” in order to allow for the evaluation of proposed modifications. Establishment or the alteration of Special Uses are subject to review by the Plan Commission, Zoning Board of Appeals, and Design Review Board, with final consideration by the Village Council.

Summary of Improvements

Building Improvements: Three (3) existing buildings on the west side of the school (Cafeteria, Tech Arts, and Music Buildings) would be demolished in order to accommodate construction of a new four-story wing to be located immediately north of the Auditorium building along Woodland Ave. The proposed improvements will also include the following: the replacement of the heating and cooling systems with new energy-efficient systems; the entire campus will be accessible for people with disabilities; enhanced safety with secure entrances and fire sprinklers; a new library and new spaces for the music, theater, and art programs; and replacement of the cafeteria.

The new four-story wing would be constructed predominately at a height of 59 ft., matching the height of the existing Auditorium building. However, the fourth story of the addition is stepped back along the west elevation, effectively resulting in a three-story height of approximately 45 ft. along the entire west elevation. This stepped back design serves to breakdown the scale of the building across from the single-family homes on Woodland Ave. A taller 66.83 ft. atrium is located over 120 ft. from the west property line. Zoning relief is required to permit the proposed height of four stories and 66.83 ft., the maximum permitted height is 2½-stories and 60 ft.

The net increase in gross floor area (GFA) with the proposed addition would be 74,346 s.f., resulting in a total GFA of 744,209 s.f. on the parcels west of Essex Rd. The net increase in roofed lot coverage (RLC) would be 15,298 s.f., resulting in a total RLC of 260,614 s.f. Lastly, the net increase in impermeable lot coverage (ILC) would be 20,983 s.f., resulting in a total ILC of 447,914 s.f. The existing school buildings are legal nonconforming with respect to the maximum building size, lot coverage, south and east front yard setbacks, as well as the building height (5-stories, 80 ft.).

A front yard setback variation is required to permit the area wells on the west side of the addition to encroach the required setback of 30 ft. from Woodland Ave. The west building wall itself would provide a setback of 32.1 ft., however, two area wells are proposed within the required setback, the closest one being 25 ft. from the west property line. On the parcels east of Essex Rd., the proposed kinetic wellness storage building requires a front yard setback variation to permit a setback of 11.1 ft. from Essex Rd., whereas a minimum of 30 ft. is required.

Access, circulation, and parking enhancements: The plans call for three distinct improvements to the circulation and parking component of the site, including the following:

1. A new east-west circulation road located north of the existing building, between Essex Rd. and Woodland Ave. The roadway would include 88 parking spaces and would be designed as a two-way roadway, including a dedicated drop-off lane. The circulation road would be restricted to one-way during peak morning and afternoon periods.
2. Reconfigured and expanded Essex Rd., with a dedicated drop-off/pick-up lane. Essex Rd. would continue to operate as a one-way northbound road at all times.
3. Parking improvements and modifications include elimination of the existing Woodland Ave. parking lot, construction of parking along the east-west circulation road, construction of new parking immediately east of Essex Rd., and an additional 14 spaces within the Boiler Plant lot.

The proposed plan will provide a net zero change to the number of parking spaces in order to maximize adjacent open green space.

Zoning relief is required to allow the parking lot along the east-west circulation road to encroach into the required 30 ft. front yard setbacks along both Woodland Ave. and Essex Rd. The parking lot would provide a setback of 23.5 ft. from Woodland Ave. and 7.7 ft. from Essex Rd.

The section of Essex Rd. between Winnetka Ave. and the east-west circulation road and the parking lot immediately east of Essex Rd. are proposed to be reconfigured and improved. Essex Rd. would be improved to provide an approximate 30 ft. cross-section with 20 parallel parking spaces provided on the east side of the road and a dedicated drop-off /pick-up lane along the west side of the road. The majority of the existing parking provided along this section of Essex Rd. is proposed to be relocated to a new 133-space parking lot along the east side of Essex Rd. Zoning relief is required to allow a portion of the proposed parking lot to extend beyond the west property line (of the parcels east of Essex Rd.) into the Essex Rd. right-of-way.

In addition to the setback variations required for the parking lots, the size of the individual off-street spaces requires relief from the minimum required size. The proposed spaces would be 157.25 s.f. (8.5 x 18.5) in size, whereas a minimum of 180 s.f. (9 x 20) is required.

As part of the Special Use Permit application, the applicants have provided a parking and traffic study evaluating the existing parking and circulation conditions along with the proposed improvements (Tab #5 of the application binder). The study has been reviewed by Director of Public Works/Village Engineer Steve Saunders, with his comments included in Attachment D.

Other site improvements: Detailed landscape plans depict a series of plant materials, including parkway trees and foundation plantings to soften the site edges. In addition,

shrubs, grasses and perennials have been incorporated to screen parking areas and electrical/mechanical equipment. A more detailed landscape plan has also been developed for the plaza area north of the proposed addition, showing plant groupings, decorative paving details and other hardscape elements to establish an informal gathering space.

The property is located in the R-4 Single Family Residential zoning district. The original school began operating in 1901. Since that time a number of building permits have been issued for various additions. There have also been four previous zoning cases for the subject site. In May 1931, Case No. 459 was denied for a front yard setback variation from Woodland Ave. In June 1931, Case No. 464 was withdrawn; the request was to build a field house on the north end of the property east of Essex Rd. that would not have met the required setbacks. In 1998, Case No. 98-07-SU was withdrawn; the request included variations for intensity of use of lot and GFA for the construction of an addition. Lastly, in 2010, Case No. 10-03-SU was withdrawn; the request included variations for intensity of use of lot, GFA, front yard setbacks, garages and building height for the construction of additions.

Recommendations of Advisory Boards

The Plan Commission (PC) reviewed the proposal at their meeting November 19, 2014. The nine voting members present voted unanimously to recommend approval. The PC's recommendation was conditioned upon (1) New Trier appointing a liaison to serve as a point of contact for neighbors to contact with questions and concerns; and (2) New Trier assigning a traffic guard in the vicinity of the intersection of Sunset Rd. and Woodland Ave. during school hours and for the duration of construction, due to the number of Greeley children traveling that area (Attachment E).

The Design Review Board reviewed the proposal at their meeting November 20, 2014 and voted unanimously to recommend approval (Attachments F and G).

The Zoning Board of Appeals (ZBA) reviewed the proposal at their meeting December 8, 2014. The five members present voted unanimously to recommend approval. The ZBA's recommendation was conditioned upon the same two conditions suggested by the PC (Attachment H).

An attached zoning matrix of zoning requirements summarizes the work proposed under this variation request (Attachment A). Please note in determining the zoning requirements for the New Trier property the parcels east and west of Essex Rd. were treated separately. The lot area of the parcels west of Essex Rd. is 736,547.29 s.f. and the area of the parcels east of Essex Rd. is 413,628.58 s.f. The aggregate area of the New Trier property is 1,150,175.8 s.f.

The petitioner has requested introduction of the ordinance be waived (Attachment I). Introduction, or adoption, of the ordinance requires the concurrence of the majority of the Council.

Recommendation

Consider waiving introduction of Ord. No. M-1-2015 and consider adoption granting a Special Use Permit and variations to allow New Trier High School District 203 to expand and renovate the school at 385 Winnetka Ave.

Or

Consider introduction of Ord. No. M-1-2015 granting a Special Use Permit and variations to allow New Trier High School District 203 to expand and renovate the school at 385 Winnetka Ave.

Attachments

Attachment A: Zoning Matrix

Attachment B: Ordinance M-1-2015

Attachment C: Special Use Permit and Variation Application Materials

Attachment D: Director of Public Works/Village Engineer Steve Saunders memo

Attachment E: Excerpt of November 19, 2014 PC meeting minutes

Attachment F: Excerpt of draft November 20, 2014 DRB meeting minutes

Attachment G: DRB Supplement

Attachment H: Excerpt of draft December 8, 2014 ZBA meeting minutes

Attachment I: Letter Requesting Waiver of Introduction

Attachment J: Public Correspondence

ORDINANCE NO. M-1-2015

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND VARIATIONS FROM THE WINNETKA ZONING ORDINANCE FOR THE CONSTRUCTION AND OPERATION OF A SCHOOL BUILDING, ROADWAY IMPROVEMENTS, AND PARKING IMPROVEMENTS WITHIN THE R-4 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (385 Winnetka Avenue)

WHEREAS, New Trier Township High School District No. 203 ("*Applicant*") is the record title owner of that certain parcel of real property commonly known as 385 Winnetka Avenue in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, the Subject Property is improved with buildings and structures known as the Winnetka campus of New Trier High School ("*High School*"); and

WHEREAS, the High School consists in part of three buildings known as the Cafeteria Building, the Tech Arts Building, and the Music Building (collectively, the "*Existing Improvements*"); and

WHEREAS, the Applicant desires to demolish the Existing Improvements and construct on the Subject Property a new, four-story High School building, roadway improvements, and parking improvements (collectively, the "*Proposed Improvements*"); and

WHEREAS, the Subject Property is located within the R-4 Single Family Residential Zoning District of the Village ("*R-4 District*"); and

WHEREAS, in order to be constructed on the Subject Property within the R-4 District, the Proposed Improvements must have: (i) pursuant to Section 17.30.030.A of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), a maximum roofed lot coverage of 184,136.82 square feet; (ii) pursuant to Section 17.30.030.B of the Zoning Ordinance, a maximum total area of impermeable surfaces of 368,273.64 square feet; (iii) pursuant to Section 17.30.040 of the Zoning Ordinance, a

maximum gross floor area of 171,220.88 square feet; (iv) pursuant to Section 17.30.050 of the Zoning Ordinance, a minimum front yard setback from Woodland Avenue of 30 feet; (v) pursuant to Section 17.30.050 of the Zoning Ordinance, a minimum front yard setback from Essex Road of 30 feet; (vi) pursuant to Section 17.30.080 of the Zoning Ordinance, a maximum building height of 60 feet and two and one-half stories; and (vii) pursuant to Section 17.30.100 of the Zoning Ordinance, individual off-street parking spaces with a minimum area of 180 square feet; and

WHEREAS, the Applicant desires to construct the Proposed Improvements with: (i) a total roofed lot coverage of 260,614 square feet, in violation of Section 17.30.030.A of the Zoning Ordinance; (ii) a total area of impermeable surfaces of 447,914 square feet, in violation of 17.30.030.B of the Zoning Ordinance; (iii) a gross floor area of 744,209 square feet, in violation of Section 17.30.040 of the Zoning Ordinance; (iv) front yard setbacks from Woodland Avenue of 23.5 feet and 25 feet, in violation of Section 17.30.050 of the Zoning Ordinance; (v) front yard setbacks from Essex Road of 0 feet, 7.7 feet, and 11.1 feet, in violation of Section 17.30.050 of the Zoning Ordinance; (vi) a building height of 66.83 feet and four stories in violation of Section 17.30.080 of the Zoning Ordinance; and (vii) individual off-street parking spaces with an area of 156.25 square feet, in violation of Section 17.30.100 of the Zoning Ordinance; and

WHEREAS, pursuant to Section 17.16.020 of the Zoning Ordinance, the operation of a high school is not permitted within the R-4 District without a special use permit; and

WHEREAS, pursuant to Section 17.56.090 of the Zoning Ordinance, no special use may be enlarged or extended by structural alteration of a building or structure without a special use permit; and

WHEREAS, the Applicant filed an application for (i) variations from Sections 17.30.030, 17.30.040, 17.30.050, 17.30.080, and 17.30.100 of the Zoning Ordinance to permit the construction

of the Proposed Improvements on the Subject Property (collectively, the “*Variations*”); and (ii) a special use permit pursuant to Section 17.16.020 and Chapter 17.56 of the of the Zoning Ordinance to allow the operation of the High School within the Proposed Improvements within the R-4 District (“*Special Use Permit*”) (collectively, the Variations and the Special Use Permit are the “*Requested Relief*”); and

WHEREAS, on December 8, 2014, after due notice thereof, the Zoning Board of Appeals (“*ZBA*”) conducted a public hearing on the Requested Relief and, by the unanimous vote of the five members then present, recommended that the Council of the Village of Winnetka (“*Village Council*”) approve the Requested Relief; and

WHEREAS, pursuant to Sections 17.60.040 and 17.60.050 Chapter 17.56 of the Zoning Ordinance, the ZBA heard evidence and made certain findings in support of recommending approval of the Variations and the Special Use Permit, respectively, which findings are set forth in the ZBA public hearing minutes attached to and, by this reference, made a part of this Ordinance as **Exhibit B**; and

WHEREAS, on November 19, 2014, after due notice thereof, the Plan Commission met to consider whether approval of the Requested Relief is consistent with "Winnetka 2020," the Winnetka comprehensive plan (“*Comprehensive Plan*”), and, by the unanimous vote of the nine voting members then present, found that approval of the Requested Relief is consistent with the Comprehensive Plan; and

WHEREAS, on November 20, 2014, after due notice thereof, the Design Review Board met to consider the Requested Relief and, by unanimous vote of the five members then present, recommended that the Village Council approve the Requested Relief; and

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

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit: (i) is consistent with the Comprehensive Plan; and (ii) satisfies the standards for the approval of special use permits within the R-4 District set forth in Chapter 17.56 of the Zoning Ordinance; and

WHEREAS, the Village Council has determined that approval of the Requested Relief for the construction of the Proposed Improvements and the operation of a high school within the Proposed Improvements on the Subject Property within the R-4 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF SPECIAL USE PERMIT. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.16.020 of the Zoning Ordinance and the home rule powers of the Village, to allow the operation of a high school by the Applicant within the Proposed Improvements on the Subject Property within the R-4 District.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the following variations are hereby granted with respect to the construction of the Proposed Improvements on the Subject Property, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village:

- A. Roofed Lot Coverage. A variation from Section 17.30.030.A of the Zoning Ordinance to permit a total roofed lot coverage of 260,614 square feet, where a maximum roofed lot coverage of 184,136.82 square feet is permitted;
- B. Area of Impermeable Surfaces. A variation from Section 17.30.030.B of the Zoning Ordinance to permit a total area of impermeable surfaces of 447,914 square feet, where a maximum total area of impermeable surfaces of 368,273.64 square feet is permitted;
- C. Gross Floor Area. A variation from Section 17.30.040 of the Zoning Ordinance to permit a gross floor area of 744,209 square feet, where a maximum gross floor area of 171,220.88 square feet is permitted;
- D. Front Yard Setbacks. Variations from Section 17.30.050 of the Zoning Ordinance to permit front yard setbacks of: (i) 23.5 feet from Woodland Avenue to a parking lot; (ii) 25 feet from Woodland Avenue to certain underground wells; (iii) 7.7 feet from Essex Road to a parking lot; (iv) 0 feet from Essex Road to a parking lot; and (v) 11.1 feet from Essex Road to a storage building, all where a minimum front yard setback of 30 feet is required, and all as depicted on, and in accordance with, the Site Plans, as that term is defined in Section 4.B of this Ordinance;

- E. Building Height. Variations from Section 17.30.080 of the Zoning Ordinance to permit a building height of 66.83 feet and four stories, where a maximum building height of 60 feet and two and one-half stories is permitted; and
- F. Off –Street Parking Space Area. Variations from Section 17.30.100 of the Zoning Ordinance to permit individual off-street parking spaces with an area of 156.25 square feet, where a minimum area of 180 square feet for individual off-street parking spaces is required.

SECTION 4: CONDITIONS. The Special Use Permit granted by Section 2 of this Ordinance and the Variations granted by Section 3 of this Ordinance are subject to, and contingent upon, compliance by the Applicant with the following conditions:

- A. Commencement of Construction. The Applicant must commence the demolition of the Existing Improvements and the construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance;
- B. Community Liaison. The Applicant must designate a person whom Village residents may contact, at all times during the demolition of the Existing Improvements and the construction of the Proposed Improvements, regarding questions and concerns about the development and use of the Subject Property pursuant to this Ordinance;
- C. Traffic Guard. At all times during the demolition of the Existing Improvements and the construction of the Proposed Improvements, the Applicant must deploy a traffic guard during High School hours to the intersection of Sunset Road and Woodland Avenue in the Village;

- D. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvements on the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time;
- E. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- F. Compliance with Plans. The development, use, and maintenance of the Proposed Improvements at the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards:
1. The demolition plans prepared by Wight and Company, consisting of four sheets, and with a latest revision date of October 8, 2014,

attached to and, by this reference, made a part of this Ordinance as **Exhibit C**;

2. The demolition floor plans prepared by Wight and Company, consisting of five sheets, and with a latest revision date of November 2014, attached to and, by this reference, made a part of this Ordinance as **Exhibit D**;
3. The site plans prepared by Wight and Company, consisting of six sheets, and with a latest revision date of October 8, 2014 as to sheets C2.00, C2.02, C2.04, and C2.05, and of October 15, 2014 as to sheets C2.01, C2.03, attached to and, by this reference, made a part of this Ordinance as **Exhibit E** (collectively, the “*Site Plans*”);
4. The overall utility plan prepared by Wight and Company, consisting of one sheet, and with a latest revision date of October 8, 2014, attached to and, by this reference, made a part of this Ordinance as **Exhibit F**;
5. The alternate conforming parking exhibit, prepared by Wight and Company, consisting of one sheet, and with a latest revision date of October 8, 2014, attached to and, by this reference, made a part of this Ordinance as **Exhibit G**;
6. The roadway sections, prepared by Wight and Company and consisting of one sheet, attached to and, by this reference, made a part of this Ordinance as **Exhibit H**;

7. The landscape plans, prepared by Wight and Company, consisting of five sheets, and with a latest revision date of October 8, 2014, attached to and, by this reference, made a part of this Ordinance as **Exhibit I;**
8. The proposed floor plans and roof plan, prepared by Wight and Company, consisting of six sheets, and dated November 2014, attached to and, by this reference, made a part of this Ordinance as **Exhibit J;**
9. The proposed elevations, prepared by Wight and Company, consisting of two sheets, and dated November 2014, attached to and, by this reference, made a part of this Ordinance as **Exhibit K;**
and
10. The proposed building sections, prepared by Wight and Company, consisting of one sheet, and dated November 2014, attached to and, by this reference, made a part of this Ordinance as **Exhibit L.**

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

SECTION 6: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted,

be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Sections 2 and 3 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 7: AMENDMENT OF SPECIAL USE PERMIT. Any amendments to the approvals granted in Sections 2 and 3 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 8: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 9: EFFECTIVE DATE.

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

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and

3. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit M** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 9.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this ____ day of _____, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2015.

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 _____, 2015.

Introduced: January 6, 2015

Passed and Approved: _____, 2015

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

[INSERT LEGAL DESCRIPTION]

Commonly known as 385 Winnetka Avenue, Winnetka, Illinois.

EXHIBIT B

DECEMBER 8, 2014 PUBLIC HEARING MINUTES OF THE ZBA

EXHIBIT C
DEMOLITION PLANS

EXHIBIT D
DEMOLITION FLOOR PLANS

EXHIBIT E
SITE PLANS

EXHIBIT F
OVERALL UTILITY PLAN

EXHIBIT G

ALTERNATE CONFORMING PARKING EXHIBIT

EXHIBIT H
ROADWAY SECTIONS

EXHIBIT I
LANDSCAPE PLANS

EXHIBIT J

PROPOSED FLOOR PLANS AND ROOF PLAN

EXHIBIT K
PROPOSED ELEVATIONS

EXHIBIT L
PROPOSED BUILDING SECTIONS

EXHIBIT M
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, New Trier Township High School District No. 203 ("***Applicant***") is the record title owner of the property commonly known as 385 Winnetka Avenue in the Village ("***Subject Property***")

WHEREAS, the Applicant desires to construct a school building, roadway improvements, and parking improvements, and to operate a high school, on the Subject Property; and

WHEREAS, Ordinance No. M-1-2015, adopted by the Village Council on _____, 2015 ("***Ordinance***"), grants certain variations from the provisions of the Winnetka Zoning Ordinance and a special use permit to the Applicant to permit the construction of the school building, roadway improvements, and parking improvements on the Subject Property and the use of the Subject Property for the operation of a high school; and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Applicant does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of variations and a special use permit for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.
4. The Applicant does hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variations and the special use permit for the Subject Property.

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

Dated: _____, 2015

ATTEST: **NEW TRIER TOWNSHIP HIGH SCHOOL
DISTRICT NO. 203**

By: _____ By: _____
Its: _____ Its: _____