

**Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
Tuesday, July 7, 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) July 14, 2015 Study Session
 - b) July 21, 2015 Regular Meeting
 - c) August 4, 2015 Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) June 16, 2015 Regular Meeting3
 - b) Approval of Warrant List dated June 12 – July 1, 2015 9
 - c) Ordinance No. M-13-2015: 266 Linden Street, Variation for the Construction and Use of a New Second Floor Addition – Introduction10
 - d) Resolution No. R-19-2015: Village Maintenance of State Routes – Adoption.....48
 - e) Resolution No. R-20-2015: Approval and Release of Executive Session Minutes – Adoption63
 - f) Resolution R-21-2015: Security for Construction on State Highways – Adoption.....67
 - g) Resolution R-22-2015: IDOT Letters of Concurrence and Understanding for Sheridan Road Improvements – Adoption.....73
 - h) Northwest Winnetka Stormwater Improvements - Change Order (Bell Lane)87
- 6) Stormwater Report: None.

- 7) Ordinances and Resolutions
 - a) Resolution No. R-24-2015: Downtown Master Plan- Consultant Approval
 -- Adoption.....90
 - b) Ordinance No. M-14-2015: Authorizing the Disposition of Certain Surplus Personal
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- 8) Public Comment
- 9) Old Business: None.
- 10) New Business
 - a) 319 Fairview Easement: Policy Direction185
- 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
REGULAR MEETING
June 16, 2015**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, June 16, 2015, at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:05 p.m. Present: Trustees Andrew Cripe, Carol Fessler, William Krucks, Stuart McCrary, and Scott Myers. Absent: Trustee Marilyn Prodromos. Also present: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Village Attorney Peter M. Friedman, Director of Public Works Steve Saunders, Community Development Director Mike D'Onofrio, and approximately 12 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) June 30, 2015 Rescheduled Study Session. All of the Council members present indicated that they expected to attend.
 - b) July 7, 2015 Regular Meeting. All of the Council members present except Trustee Myers indicated that they expected to attend.
 - c) July 14, 2015 Study Session. All of the Council members present except Trustee Myers indicated that they expected to attend.
- 4) Approval of the Agenda. Trustee McCrary requested that Item 5(g) be removed from the Consent Agenda for discussion under New Business. Trustee McCrary, seconded by Trustee Myers, moved to approve the Agenda as amended. By voice vote, the motion carried.
- 5) Consent Agenda
 - a) Village Council Minutes.
 - i) June 2, 2015 Regular Meeting.
 - b) Warrant List. Approving the Warrant List dated May 29 to June 11, 2015 in the amount of \$1,554,300.53.
 - c) Ordinance No. MC-4-2015: Amending the Village Code to Create a Coffee Shop Liquor License Classification – Adoption. An Ordinance creating a liquor class for coffee shops.
 - d) Resolution No. R-18-2015: Approving a Class F Liquor License for Starbucks Coffee – Adoption. A Resolution issuing a Class F liquor license to Starbucks Coffee.
 - e) Resolution No. R-10-2015: Fire Service Fees – Adoption. A Resolution setting unincorporated fire service fees.
 - f) Resolution No. R-17-2015: Prevailing Wage Resolution – Adoption. A Resolution establishing prevailing wage rates for the Village of Winnetka.

- g) Village Hall Door Restoration Project Authorization. This item was removed from the Consent Agenda and discussed under New Business.

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

- 6) Stormwater Monthly Summary Report. Mr. Saunders said the Northwest Winnetka Stormwater Project is proceeding on schedule, and the Village anticipates opening Tower Road between Greenwood Avenue and Hibbard Road to two-way traffic by the middle of next week. Work on the pond restoration will begin in July or August, as soon as all of the Tower Road construction is finished; and the project should be substantially complete by the end of October.

Mr. Saunders reviewed the project cost estimate, which is currently \$4.82 million, net of \$2 million in funding received from the Metropolitan Water Reclamation District Phase 2 Stormwater Program. He explained that the original cost estimate in 2011 did not include changes in scope added to the project in 2012 and 2014; in addition, construction costs have increased in the four years since the original projections were made.

Mr. Saunders reviewed the status of the Tunnel Project, which is poised to undergo cost estimation and value engineering reviews. In addition, the permit application process is proceeding, with final submittal expected in the fall.

The Council discussed the increase in cost for the Northwest Winnetka Project, and it was suggested that a line item be added to the budget sheet explaining the difference in the 2011 and 2015 cost estimates. The Council also discussed the additional water quality sampling, and Mr. Saunders said the samplers are expected to be placed in a few weeks. He also noted that the permit application process is on track for submittals in the fall and the cost analysis for the STADI project is tentatively scheduled for the July 7 Council Meeting.

- 7) Ordinances and Resolutions. None.
- 8) Public Comment. None.
- 9) Old Business. None.
- 10) New Business.

- a) Village Hall Door Restoration Project Authorization. Ms. Pierce explained that the door restoration project was presented to the Council last February, and at that time it was suggested the Village reach out to a local business, the Bellows Shoppe, to determine if the store is qualified to perform the hardware restoration work for a lower cost.

Ms. Pierce said following that meeting, staff and the project architect contacted the Bellows Shoppe and requested a detailed proposal for the hardware restoration that had been previously quoted by Wilmette Hardware. After several discussions and two on-site meetings, Bellows Shoppe submitted a lump-sum bid instead of the requested detailed break-down of costs. This made a side-by-side comparison of the Bellows and Wilmette Hardware bids impossible; and also raised misgivings about Bellows Shoppe's qualifications to perform all of the necessary hardware work.

Ms. Pierce explained that for this reason, and the fact that the recommended project group is a cohesive unit already committed to working together, staff is reiterating its endorsement of Wilmette Hardware to perform the hardware restoration, despite the very slight difference in cost.

Trustee McCrary noted that Bellows was suggested as a local merchant; however, the store did not respond to the bid in a satisfactory manner. He commented that their work is flawless and he expressed disappointment that they are not being given consideration to perform the work.

Ms. Pierce explained that after two meetings with the shop's owners, it was unclear that they understood the full scope of the project and the project architect had significant concerns about Bellows being able to produce the same deliverables as Wilmette Hardware.

Manager Bahan added it was irregular in that the Bellows bid did not meet the Village's usual specifications, and there was a concern that Village staff would be called upon to micromanage the project to ensure satisfactory completion of the hardware restoration.

The other Trustees, while expressing support for a local vendor, agreed that the cost difference is very minimal; furthermore the Bellows bid was disappointing in its lack of detail. While all agreed that the Bellows Shoppe is a fine establishment, they felt the complexity of the job requires an established team to see it through.

Pat Balsamo, 1037 Cherry Street. Ms. Balsamo asked if the project would meet landmark specifications, since the Village Hall is a certified landmark.

Ms. Pierce explained the Village would appear before the Landmark Preservation Commission before the work starts.

Trustee Myers, seconded by Trustee Fessler, moved to enter into agreements with Historic Surfaces, Wilmette Hardware, and Strata Contractors to complete restoration of the Village Hall entry and vestibule doors for a total project cost of \$85,683, subject to approval of the Landmark Preservation Commission. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks and Myers. Nays: Trustee McCrary. Absent: Trustee Prodromos.

- b) 693 Sheridan Road, Zoning Variation: Policy Direction. Mr. D'Onofrio explained that the requested variation is necessary because the Subject Property is bounded on three sides by streets, resulting in three front yard setbacks. The first street is Sheridan Road and the other is a driveway that loops around the property. He noted that the Zoning Ordinance views a driveway as a private road if it serves three or more properties. The requested variation would reduce the front yard setback at the rear of the home to allow an in-ground pool to encroach 22.75 feet into the required setback.

Mr. D'Onofrio reviewed the Zoning Matrix, and reported that the Zoning Board of Appeals (ZBA) considered the request at its May 11 meeting. By a vote of four to two, the ZBA recommended denial of the variance request; therefore, the applicant is asking for Council review.

After a short Council discussion, President Greable called on the applicant.

Kate Fotsch, 693 Sheridan. Ms. Fotsch said her neighbors at 703 Sheridan have purchased the house at 695 Sheridan and are tearing it down; which will result in only two properties accessing the private drive.

John Fotsch, project architect. Mr. Fotsch said he believed the ZBA did not understand the finding of hardship and reasonable return, explaining that the back yard cannot reasonably be used with the corner setbacks observed. He added that if the pool is placed in a conforming location, it would be a mere three feet away from the home.

Trustee Krucks pointed out that the Subject Property does not meet the minimum lot size or lot width for the R-2 zoning district, and that the south front yard setback is already existing nonconforming. He noted that the ZBA is very conscious of enforcing the Zoning Ordinance to retain the Village's character, look and feel, and added that a pool is not considered a standard amenity in homes throughout Winnetka. For these reasons, he said he would vote to uphold the ZBA's recommendation.

Trustee Cripe said in the interest of fairness and consistency and in light of the fact that there is a conforming alternative, he is inclined to agree with the ZBA, as a pool is not viewed as a necessity. However, he noted that if a lot consolidation took place at 703 and 695 Sheridan, the private road would be viewed as a driveway under the Zoning Ordinance and no variation would be required.

Trustee Myers said he would be opposed to the request primarily because the reasonable return standard cannot be met. He added that if the home at 695 Sheridan were to be demolished, he would be more amenable to viewing the private road as a driveway and he asked Ms. Fotsch if she could provide documentation that the home would be demolished.

Trustee Fessler noted that the ZBA is bound by more restrictive parameters than the Council and as a Trustee it strains her sense of justice to confine the back yard of the Subject Property with such a large setback requirement. She added that she would like to find a way to grant approval to the request.

Trustee McCrary agreed with Trustee Fessler, but said he prefers to vote in agreement with the advisory board, as there does not seem to be an economic substance argument.

Trustee Myers asked if the private road could be officially declared a driveway.

Attorney Friedman said there is no restriction on the Council's authority to amend the Zoning Ordinance; however, a public hearing is required in order to do so. Another option would be for the homeowners to extinguish their easements for the private road, which would eliminate the need for a variance.

The Council were generally in agreement that if either the easement is eliminated or documentation is provided that 695 Sheridan Road will be demolished, they could vote in favor of the variation request.

President Greable suggested deferral of the matter to give the applicant time to gather the required documentation for the Council.

Trustee Krucks, seconded by Trustee Fessler, moved to defer a decision on the variation request to the July 7 Council meeting. By voice vote, the motion carried.

- c) Downtown Master Plan – Consultant Recommendation. Trustee Krucks explained that the issue of commercial district revitalization was addressed in 1999 with the completion of the *Winnetka 2020* Comprehensive Plan. He reviewed the evaluation process for engaging a downtown master planning team, which was carried out by a committee comprised of Village staff, an independent planning consultant, and Trustees Krucks and Myers.

Trustee Myers said the evaluation committee is recommending a team led by Teska Associates, which is not only a very experienced firm but one which has worked on the North Shore. He noted that the desired outcome is a plan which encompasses action items that the Village can implement to improve the commercial districts. The next step is Council approval to negotiate a contract with Teska, with approval anticipated at the July 7 Council meeting.

Michael Blue, Project Principal, Teska Associates. After Mr. Blue described the project overview and team members, he noted that although there are competitions for downtowns that didn't exist 20 years ago, downtowns are unique and special places. A downtown master planning process will seek to capitalize on Winnetka's distinctive commercial districts. He described the public engagement plan, which will continue throughout the planning process, and noted that Teska will recommend a plan that is implementation-oriented. Reaching consensus on a vision can be challenging; however, his team will attain agreement through careful listening and working with the community through public engagement.

Mr. Blue continued that the project schedule includes check-in points with the Village Council and a Steering Committee which will meet monthly. He said the team plans to address four key areas within the Village, including the Post Office site; however, these areas will not be treated as "sites" but as integral parts of the downtowns which advance the overall plan vision. He explained that the market analysis will include an evaluation of the differences in Winnetka's individual business districts to generate an understanding of the options for land use policy, and facilitate decision-making.

Mr. Blue said the land use and regulatory review will aim to balance current regulations with general and specific site plans in order to provide a predictable development process. In addition, the team wants to ensure that the Village Code promotes development that will advance Winnetka's vision.

Trustee Fessler asked about Mr. Brown's role in Glencoe.

Lee Brown, President of Teska Associates, explained that he previously served as the Village Planner for Glencoe and has a continuing responsibility to serve that community. He noted his understanding of the market impacts of downtowns on the North Shore are valuable in determining what will work and how to address interests of property owners and businesses. He added that North Shore downtowns function as a regional entity, and joint projects can help make every town a winner.

President Greable asked how the market analysis firms would be utilized.

Zach Lowe, Senior Consultant at Goodman Williams, the market analysis firm for Teska, explained that data on the competitive market, demographics, and socioeconomics will be

formulated into a demand analysis and used to create recommendations on uses. This information will also be valuable in supplying tools to implement the recommendations.

The Council discussed the downtown master plan at length, stressing that they needed supporting rationale behind any recommendations; ensuring that the timeline will be met; and underscoring the importance of engaging and informing the Winnetka community. It was agreed that a Steering Committee meeting monthly with Teska will keep the project on track, and a separate set of working groups will ensure community engagement.

Glenn Weaver, 574 Lincoln, said he was excited to see the downtown master plan process move forward.

The Council concurred with the recommendation to engage Teska Associates to develop a downtown master plan for Winnetka.

11) Appointments. None.

12) Reports.

a) Village President. None.

b) Trustees.

i) Trustee Fessler announced that the Village would have a float and a special fire truck in the 4th of July parade to celebrate Founders Day, and she added that there will be a special Founding Times insert in that week's edition of the Winnetka Current.

c) Attorney. None.

d) Manager. None.

13) Executive Session. Trustee Fessler moved to adjourn into Executive Session to discuss approval of Executive Session minutes, pursuant to Section 2(c)(21) of the Illinois Open Meetings Act. Trustee McCrary seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, and Myers Nays: None. Absent: Trustee Prodromos.

President Greable announced that the Council would not return to the open meeting after Executive Session. The Council adjourned into Executive Session at 9:40 p.m.

14) Adjournment. Trustee Fessler, seconded by Trustee Myers, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:56 p.m.

Deputy Clerk



Agenda Item Executive Summary

Title: Approval of Warrant List Dated June 12 - July 1, 2015

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 07/07/2015

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 dated June 12 - July 1, 2015 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated June 12 - July 1, 2015.

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. M-13-2015: 266 Linden Street, Variation for the Construction and Use of a New Second Floor Addition

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date: 07/07/2015

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

Consent: YES NO

Item History:

None

Executive Summary:

The request is for a variation from Section 17.30.040 [Maximum Building Size] of the Winnetka Zoning Ordinance to permit a second floor addition that would result in a gross floor area of 7,369.28 s.f., whereas a maximum of 6,664.45 s.f. is permitted, a variation of 704.83 s.f. (10.57%).

The variation is being requested in order to enlarge the master bedroom, add a master bathroom and a walk-in closet for the master suite. The proposed second floor addition would add approximately 9 s.f. of gross floor area (GFA). There is no proposed expansion of the footprint of the residence. It should be noted the existing residence (7,360.56 s.f.) exceeds the maximum permitted GFA by 696.11 s.f.

The Zoning Board of Appeals (ZBA) first considered the application at its meeting March 9, 2015. At that time the applicant requested a continuance in order to have an opportunity to represent why a conforming alternative to create a larger master bedroom suite within the existing footprint of the residence was not feasible. A conceptual drawing of the second floor plan illustrating the various options for creating a larger master bedroom suite, without expanding the residence, along with a description of the feasibility of each potential location was provided to the ZBA at its subsequent meeting April 13, 2015. After considering the comments of the ZBA, the applicant requested a second continuance to consider reducing the size of the proposed addition. Revised plans were submitted May 26, 2015 reflecting a smaller addition. The ZBA considered the revised plans at its meeting June 8, 2015. The six voting members present voted unanimously to recommend approval of the variation request for the revised, smaller second floor addition.

Recommendation:

Consider introduction of Ordinance No. M-13-2015, granting a variation from the maximum permitted building size to permit a second floor addition.

Attachments:

- Agenda Report
- Attachment A: Zoning Matrix
- Attachment B: Ordinance M-13-2015
- Attachment C: GIS Aerial Map
- Attachment D: Variation Application

AGENDA REPORT

TO: Village Council

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

SUBJECT: 266 Linden St., Ord. M-13-2015
(1) Maximum Building Size

DATE: June 18, 2015

Ordinance M-13-2015 grants a variation from Section 17.30.040 [Maximum Building Size] of the Winnetka Zoning Ordinance to permit a second floor addition that would result in a gross floor area of 7,369.28 s.f., whereas a maximum of 6,664.45 s.f. is permitted, a variation of 704.83 s.f. (10.57%).

The variation is being requested in order to enlarge the master bedroom, add a master bathroom and a walk-in closet for the master suite. The proposed second floor addition would add approximately 9 s.f. of gross floor area (GFA). There is no proposed expansion of the footprint of the residence. It should be noted the existing residence (7,360.56 s.f.) exceeds the maximum permitted GFA by 696.11 s.f.

With the exception of the GFA, the proposed addition complies with the zoning ordinance as represented on the attached zoning matrix (Attachment A).

The property is located on the west side of Linden St. between Mt. Pleasant St. and Sunset Rd. in the R-3 Single Family Residential District.

The residence is circa 1926. Seven building permits for interior remodeling were issued between 1926 and 1995. In 2002 a building permit for a one-story addition was issued. The petitioners acquired the property in 1988.

There is one previous zoning variation for this property. Ordinance M-25-2001 was approved by the Village Council in October 2001 granting a variation from the maximum permitted building size to allow the one-story addition that was built in 2002.

Recommendation of Advisory Board

The Zoning Board of Appeals (ZBA) first considered the application at its meeting March 9, 2015. At that time the applicant requested a continuance in order to have an opportunity to represent why a conforming alternative to create a larger master bedroom suite within the existing footprint of the residence was not feasible. A conceptual drawing of the second floor plan illustrating the various options for creating a larger master bedroom suite, without expanding the residence, along with a description of the feasibility of each potential location was provided to the ZBA at its subsequent meeting April 13, 2015.

After considering the comments of the ZBA, the applicant requested a second continuance to consider reducing the size of the proposed addition. Revised plans were submitted May 26, 2015

reflecting a smaller addition. As previously mentioned, the proposed addition would add approximately 9 s.f., whereas the previous proposal would have added 54 s.f. and also required a variation from the side yard setback regulations. With the reduction in the size of the addition, a side yard setback variation is no longer necessary.

The ZBA considered the revised plans at its meeting June 8, 2015. The six voting members present voted unanimously to recommend approval of the variation request for the revised, smaller second floor addition.

Recommendation

Consider introduction of Ord. M-13-2015, granting a variation from the maximum permitted building size to permit a second floor addition.

Attachments

- Attachment A: Zoning Matrix
- Attachment B: Ordinance M-13-2015
- Attachment C: GIS Aerial Map
- Attachment D: Variation Application

ATTACHMENT A

ZONING MATRIX
(Revised 05.27.2015)

ADDRESS: 266 Linden
CASE NO: 15-08-V2
ZONING: R-3

ITEM	REQUIREMENT	EXISTING	PROPOSED	TOTAL	STATUS
Min. Lot Size	16,000 SF	21,375 SF	N/A	N/A	OK
Min. Average Lot Width	75 FT	107.48 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	5,343.75 SF (1)	3,781.23 SF	0 SF	3,781.23 SF	OK
Max. Gross Floor Area	6,664.45 SF (1)	7,360.56 SF	8.72 SF	7,369.28 SF	704.83 SF (10.57%) VARIATION
Max. Impermeable Lot Coverage	10,687.5 SF (1)	8,414.13 SF	0 SF	8,414.13 SF	OK
Min. Front Yard (Linden/East)	40 FT	85.77 FT	N/A	N/A	OK
Min. Side Yard	12 FT	8.25 FT	18.64 FT	N/A	EXISTING NONCONFORMING
Min. Total Side Yards	32.24 FT	26.79 FT	37.18 FT	N/A	EXISTING NONCONFORMING
Min. Rear Yard (West)	25 FT	66.25 FT	N/A	N/A	OK

NOTES: (1) Based on lot area of 21,375 s.f.

ATTACHMENT B

ORDINANCE NO. M-13-2015

**AN ORDINANCE GRANTING A VARIATION
FROM THE WINNETKA ZONING ORDINANCE
FOR THE CONSTRUCTION OF AN ADDITION TO A SINGLE-FAMILY RESIDENCE
WITHIN THE R-3 SINGLE FAMILY ZONING DISTRICT
(266 Linden Street)**

WHEREAS, the Michael H. Kerr Insurance Trust, dated August 22, 2005 ("*Applicant*"), is the record title owner of that certain parcel of real property commonly known as 266 Linden Street 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 a single-family residence ("*Building*"); and

WHEREAS, the Applicant desires to construct on the Subject Property an addition to the second floor of the Building ("*Proposed Improvement*"); and

WHEREAS, the Subject Property is located within the R-3 Single Family Residential District of the Village ("*R-3 District*"); and

WHEREAS, pursuant to Section 17.30.040 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*") the gross floor area of the Building must not exceed 6,664.45 square feet; and

WHEREAS, the existing gross floor area of the Building is 7,360.56 square feet and is legally nonconforming; and

WHEREAS, the Applicant desires to construct the Proposed Improvement on the Subject Property so that the gross floor area of the Building will be 7,369.28 square feet, in violation of Section 17.30.040 of the Zoning Ordinance; and

WHEREAS, the Applicant filed an application for a variation from Section 17.30.040 of the Zoning Ordinance to permit the construction of the Proposed Improvement on the Subject Property, resulting in a gross floor area of the Building of 7,369.28 square feet ("*Variation*"); and

WHEREAS, on March 9, 2015, April 13, 2015, and June 8, 2015, after due notice thereof, the Zoning Board of Appeals ("*ZBA*") conducted a public hearing on the Variation and, by the unanimous vote of the six members then present, recommended that the Council of the Village of Winnetka ("*Village Council*") approve the Variation; and

WHEREAS, pursuant to Chapter 17.60 of the Zoning Ordinance, the ZBA heard evidence and made certain findings in support of recommending approval of the Variation, 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, pursuant to Section 17.60.050 of the Zoning Ordinance, the Village Council has determined that: (i) the Variation is in harmony with the general purpose and intent of the Zoning Ordinance and is 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 Variation has been sought; and

WHEREAS, the Village Council has determined that approval of the Variation for the construction of the Proposed Improvement on the Subject Property within the R-3 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 VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variation from Section 17.30.040 of the Zoning Ordinance to permit the construction of the Proposed Improvement on the Subject Property within the R-3 District so that the gross floor area of the Building will be 7,369.28 square feet, where a gross floor area of not more than 6,664.45 square feet is otherwise permitted, is hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Improvement no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvement and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand

all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

- D. Compliance with Plans. The development, use, and maintenance of the Proposed Improvement on the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards: the plans titled “Schematic Design,” prepared by R. Scott Javore & Associates, Ltd., consisting of four sheets, and with a latest revision date of May 26, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**.

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

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

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

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

SECTION 8: EFFECTIVE DATE.

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

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

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 8.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this ____ day of _____, 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: July 7, 2015

Passed and Approved: _____, 2015

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Parcel 1: Lot 3, the North 10 Feet of Lot 4 and the East 6 Feet of Lot 10 and the North 10 Feet of the East 6 Feet of Lot 9 in Block 4 in Dale's Third Addition to Winnetka, a subdivision of the Northeast $\frac{1}{4}$ (except the Northeast $\frac{1}{4}$ thereof) of the Southeast $\frac{1}{4}$ of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The West 5.87 Feet of the East 11.87 Feet of the South 31.42 Feet of the North 38.67 Feet of Lot 10 in Block 4 in Dale's Third Addition to Winnetka, a subdivision of the Northeast $\frac{1}{4}$ (except the Northeast $\frac{1}{4}$ thereof) of the Southeast $\frac{1}{4}$ of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 266 Linden Street, Winnetka, Illinois

EXHIBIT B

**WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MINUTES
JUNE 8, 2015**

Zoning Board Members Present: Joni Johnson, Chairperson
Chris Blum
Mary Hickey
Thomas Kehoe
Carl Lane
Mark Naumann

Zoning Board Members Absent: Jim McCoy

Village Staff: Michael D’Onofrio, Director of Community
Development
Ann Klaassen, Planning Assistant

Agenda Items:

Case No. 15-08-V2: **Continued from the April 13, 2015 Meeting**
266 Linden Street
Mr. and Mrs. Michael Kerr
Variation by Ordinance
1. Maximum Building Size

**266 Linden Street, Case No. 15-08-V2, Mr. and Mrs. Michael Kerr, Variation
By Ordinance - Maximum Building Size**

Mr. D’Onofrio noted that the case was continued from the April 13, 2015 meeting and that the public notice had already been entered into the record. He then stated that revised plans were submitted by the applicant.

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

Scott Javore of R. Scott Javore & Associates stated that they were here in March 2015 when they discussed a variance request of approximately 58 square feet for the expansion of the master bedroom suite. He stated that they also needed a side yard setback variation for that plan. Mr. Javore then stated that they were requested by the Board to provide some alternatives and studies for the second floor in order to determine if they could reconfigure the other existing spaces to achieve the same result with a new enlarged master bedroom suite. He noted that they provided four different scenarios and stated that they could not do any of them.

Mr. Javore stated that they are coming back before the Board today with a very minimal request which has been scaled back considerably from the first request. He stated that it is for an 8.6 square foot increase in FAR and that they are basically proposing a little connecting vestibule from the southwest bedroom so that it can access a new bathroom and so that it would remain a viable fourth bedroom. Mr. Javore informed the Board that in order to do that, they pushed the entire bathroom to the east and eliminated one of the walk-in closets from the master bedroom.

Chairperson Johnson noted that there are two new Board members who were not present at the time of the prior two hearings and that she assumed that the agenda report was read. She then stated that she would like to point out that the revised plans are on Attachment D starting on page 19 of the agenda report. Chairperson Johnson stated that it appeared that with this most recent plan, they are asking to increase the minimum side yard and the minimum total side yards and that they would no longer be nonconforming which she described as a positive.

Mr. Javore stated that the proposed addition would not impact the side yard.

Chairperson Johnson asked Mr. D'Onofrio for an explanation.

Ms. Klaassen responded that it is still existing nonconforming in terms of the total side yard setback and that the south side yard would still be at 8.25 feet and that on the north side, it would be 18.5 feet and that the total of the two side yards is still under the total of the minimum requirement of 32 feet. She then stated that with the applicants' revised addition, the total side yards have definitely gotten greater based on the proposed addition.

Mr. Lane stated that the proposed structure would not go out as far as the existing structure.

Mr. Javore noted that this would all be over the existing first floor space and that they would have to extend the eave of the home by approximately one square foot and that the rest of it would already be under the existing eave.

Chairperson Johnson asked if there are any questions.

Mr. Lane asked how large is the master bedroom not including the bathroom and closet. He referred to the dimensions and Attachment D.

Mr. Javore responded that he did not think that the drawing is to scale and estimated its size to be 20 feet long with a width of 16 feet 11 inches.

Mr. Lane referred to a measurement of 20 feet x 17 feet and asked what were the old measurements.

Mr. Javore responded that it was 16 feet 2 inches x 17 feet.

Chairperson Johnson asked if there were any other questions.

Ms. Hickey asked with regard to page 19, she referred to the closet's elimination.

Mr. Javore identified the previous drawing which also had a different scale and identified the two closets.

Chairperson Johnson asked if there were any other questions.

Mr. Lane referred to the walk-in closets shown on page 16 and asked if that is the only closet for the master bedroom which would be located off of the hallway.

Mr. Javore confirmed that is correct and also stated that there is a little closet to the left.

Ms. Hickey asked if the southwest bedroom had access to the new master bathroom.

Mr. Javore confirmed that is correct. He also stated that is the only purpose of the 8.6 square feet which is to connect the two.

Mr. Blum asked Mr. Javore to go over why that is a practical difficulty and why the connection is needed.

Mr. Javore stated that expansion of the master bedroom was key so that it was proportionately much more in line with the size of the home and so that it remained viable in today's real estate market. He informed the Board that Michael Kerr spoke with several realtors and asked them basically what else did he need to do to make the home marketable and that he was told that they needed a bigger master bedroom.

Mr. Blum then stated that if they were to take the connection away, they would still have the renovation that they wanted for the master bedroom.

Mr. Javore stated that they would lose the fourth bedroom on the second floor.

Mr. Lane referred to the definition of a bedroom and whether it has a closet.

Mr. Javore stated that it would have to at least have access to a bathroom.

Mr. Lane asked if that is the issue in that they cannot get to a bathroom.

Mr. Javore responded that is correct.

Mr. Lane then asked what happened to the original walk in closet.

Mr. Javore stated that it would remain where it is so that there would be a his and hers closet.

Mr. Blum also referred to an existing bathroom that is connected to the master bedroom and whether it would stay where it is.

Mr. Javore confirmed that is correct.

Mr. Lane then asked what in the plans is being cut off.

Ms. Hickey asked with regard to the proposed west elevation, she identified an area which would become a hallway to the master bathroom.

Mr. Javore confirmed that is correct and referred to a bump out and the only portion which would be visible.

Ms. Hickey then questioned a little piece of the sunroom.

Mr. Javore identified that roof as existing.

Ms. Hickey stated that in terms of the size of the master bathroom, she asked how is it different.

Mr. Javore responded that it is a little smaller and identified the areas which had to be moved around. He also identified the two windows which would be maintained and the fact that they had to work around them with regard to their appearance.

Chairperson Johnson stated that if you read the minutes from the previous meeting, the alternatives with regard to the detail, it is important to note that the fireplaces prevent reconfiguring the space with regard to the addition. She indicated that while it might be unusual to have two full master bathrooms, in this case, one would be serving as the bathroom for the southwest bedroom. Chairperson Johnson also stated that there is no other way to create a master suite without tearing out fireplaces and commented that the request is fairly minimal. She then asked if there were any other questions.

Ms. Hickey referred the Board to page 7 and indicated that these appeared to be old dimensions. Chairperson Johnson asked if they redid the statements.

Mr. Javore confirmed that they only resubmitted the drawing via email.

Chairperson Johnson stated that she did not know whether that would matter in terms of the Village Council and asked if there were any other questions. No additional questions were raised by the Board at this time. She then called the matter in for discussion.

Mr. Naumann stated that he did not have any comments.

Ms. Hickey stated that she would be in favor of the request and referred to the consideration given from the last meeting and the downsizing and reducing the request. She also stated that she did not think that given where the extension would be, it would not be seen from the street.

Mr. Lane stated that he agreed with the comments made and that a 16 foot x 16 foot master bedroom is on the small side. He then commented that the proposed plan seemed to make sense and referred to other solutions with regard to the fireplaces, two master bathrooms and long closets. Mr. Lane stated that having a master bedroom this size made sense for a home of this size.

Chairperson Johnson stated that she would add that Mr. Kerr did testify that he met with realtors and that it was not rebutted although the Board did not usually include testimony about what other comparable sizes are and how they would fare in the market. She also stated that the property is located in the R-3 zoning district and that they have seen a lot of R-5 applications and that the R-3 district is supposed to be this larger lot size and have larger homes and that to look at the description of it.

Mr. Blum stated that is a de minimis request and that it made sense given the problems.

Chairperson Johnson again asked what is the increase in the bedroom size.

Mr. Javore responded from approximately 16 feet x 17 feet to 20 feet x 17 feet.

Chairperson Johnson stated that it would not be a huge increase.

Mr. Lane commented that a 16 foot x 17 foot bedroom is pretty small and that the request would get it closer to the right size.

Mr. Kehoe stated that he had a comment with regard to reasonable return and that in order to become more familiar with regard to how it is used in this context, the applicants are not going to make as much money when they sold the home and that it seemed to be outweighed by the de minimis amount of the request.

Mr. Lane referred to his comment in that they cannot rely on real estate agents who say that the home would not be salable and that every home has problems. He then stated that to him, reasonable return meant for someone living in the home who should have a slightly bigger bedroom and the size on the market of a slightly bigger bedroom. Mr. Lane also stated that they are not asking to make a 20% return versus a 5% return and that it related to what is normal for the home.

Mr. Javore informed the Board that the applicant is also concerned with regard to maintaining the home's viability down the road and not having it potentially becoming a teardown.

Mr. Lane responded that the Board heard that all the time.

Chairperson Johnson added that 99% of their cases are for older homes and that for new construction, it is difficult to get a variance.

Mr. Blum stated that if they were to be true to themselves, this is the purpose for a variance - to get access to a bathroom.

Mr. Lane also stated that the hallway thing made sense and referred to having access to a bathroom from what is considered a bedroom.

Chairperson Johnson stated that bedrooms are bedrooms and that they do not have to have a bathroom attached but that they should have access to one. She then asked for a motion and that the Board is to make a recommendation to the Village Council.

Ms. Hickey moved to recommend approval for the variation at 266 Linden for the variance for 10.57%. She stated that the property cannot yield a reasonable return if only allowed to be used under the conditions allowed under the zoning regulations and that they can make the argument that the size of the master bedroom needs to be in keeping with the scale of the home and allowing access from the southwest bedroom to the new bathroom. Ms. Hickey also stated that it should be noted that the request is a continuance and that the applicants have come back before the Board with scaling back the size of the master bathroom and the size of the closet space to decrease the request for the variance.

Ms. Hickey stated that the plight of the owners is due to unique circumstances and that they discussed given the position of the stairways as well as the chimneys, it was very challenging to reconfigure the second floor without doing a full blown addition. She stated that the variation would not alter the essential character of the locality and that the adequate supply of light and air to adjacent properties would not be affected. Ms. Hickey stated that the Board discussed the size of the expansion of the access to the master bathroom and the southwest bedrooms would be over the existing first floor sunroom and would not be noticeable to the neighbors to the south or to the front of the home.

Ms. Hickey then stated that the hazard from fire and other damages would not be increased, that the taxable value of the land and buildings in the Village would not decrease and that congestion would not increase. She concluded by stating that the public health, safety, comfort, morals and welfare of the Village will not be otherwise impaired.

The motion was seconded by Mr. Lane. A vote was taken and the motion was passed 6 to 0.

AYES: Blum, Hickey, Johnson, Kehoe, Lane, Naumann

NAYS: None

FINDINGS OF THE ZONING BOARD OF APPEALS

1. The requested variation is within the final jurisdiction of the Village Council.
2. The requested variation is in harmony with the general purpose and intent of the Winnetka Zoning Ordinance. The proposal is compatible, in general, with the character of existing development within the immediate neighborhood with respect to architectural scale and other site improvements.
3. There are practical difficulties or a particular hardship which prevents strict application of Section 17.30.040 [Maximum Building Size] of the Winnetka Zoning Ordinance which is related to the use or the construction or alteration of buildings or structures.

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

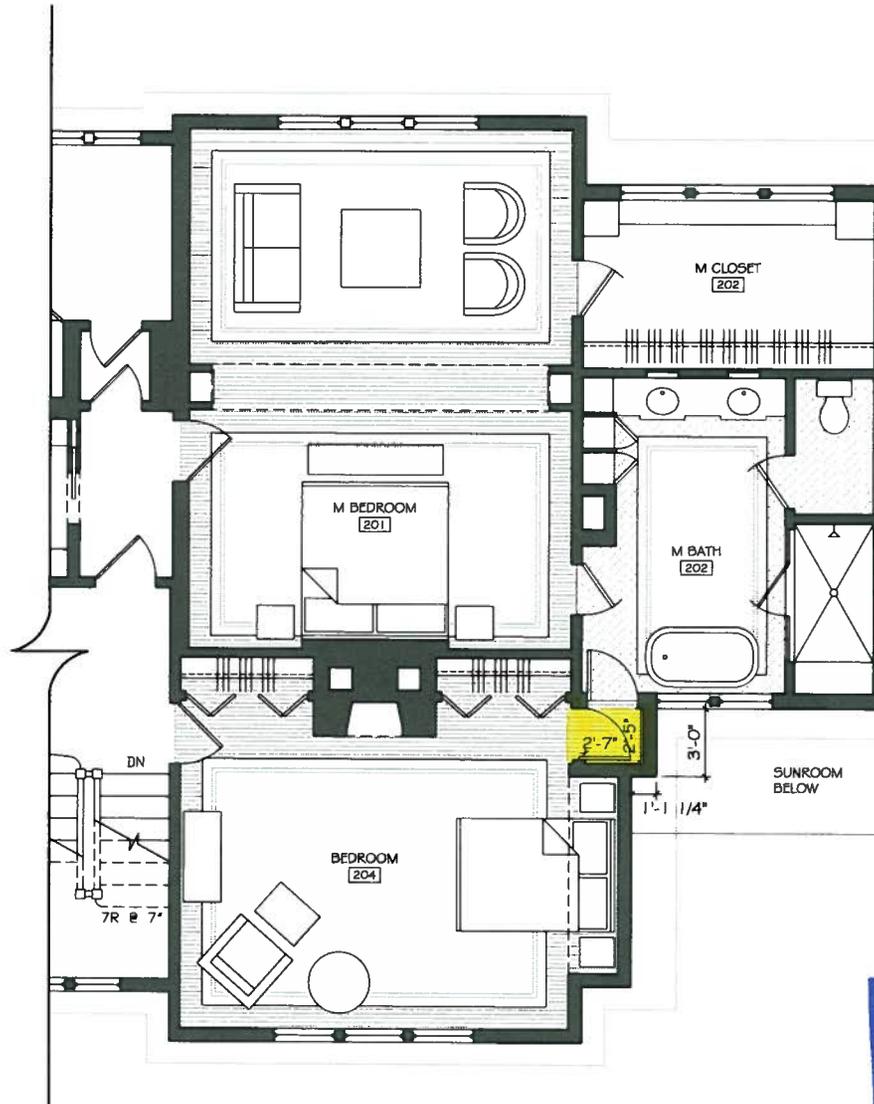
1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone. The size of the master bedroom needs to be in keeping with the scale of the home and the existing southwest bedroom needs to have access to a bathroom. The proposed small addition allows for both.
2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants. Given the location of the existing stairway and chimneys on the second floor, it isn't feasible to reconfigure the second floor to accommodate a larger master bedroom.
3. The variation, if granted, will not alter the essential character of the locality. The proposed addition is not visible from the street and will match the architectural style of the existing residence.
4. An adequate supply of light and air to the adjacent property will not be increased. The proposed addition will be over an existing one-story sunroom and will not be noticeable to the neighbors to the south or from the street.
5. The hazard from fire or other damages to the property will not be increased as the proposed addition shall comply with building code standards, including fire and life safety requirements.
6. The taxable value of the land and buildings throughout the Village will not diminish. The proposed construction is generally an improvement to the property.
7. The congestion in the public street will not increase. The structure will continue to be used as a single-family residence.
8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not otherwise be impaired. No evidence was provided to the contrary.

EXHIBIT C

PLANS

(SEE ATTACHED EXHIBIT C)

EXHIBIT C

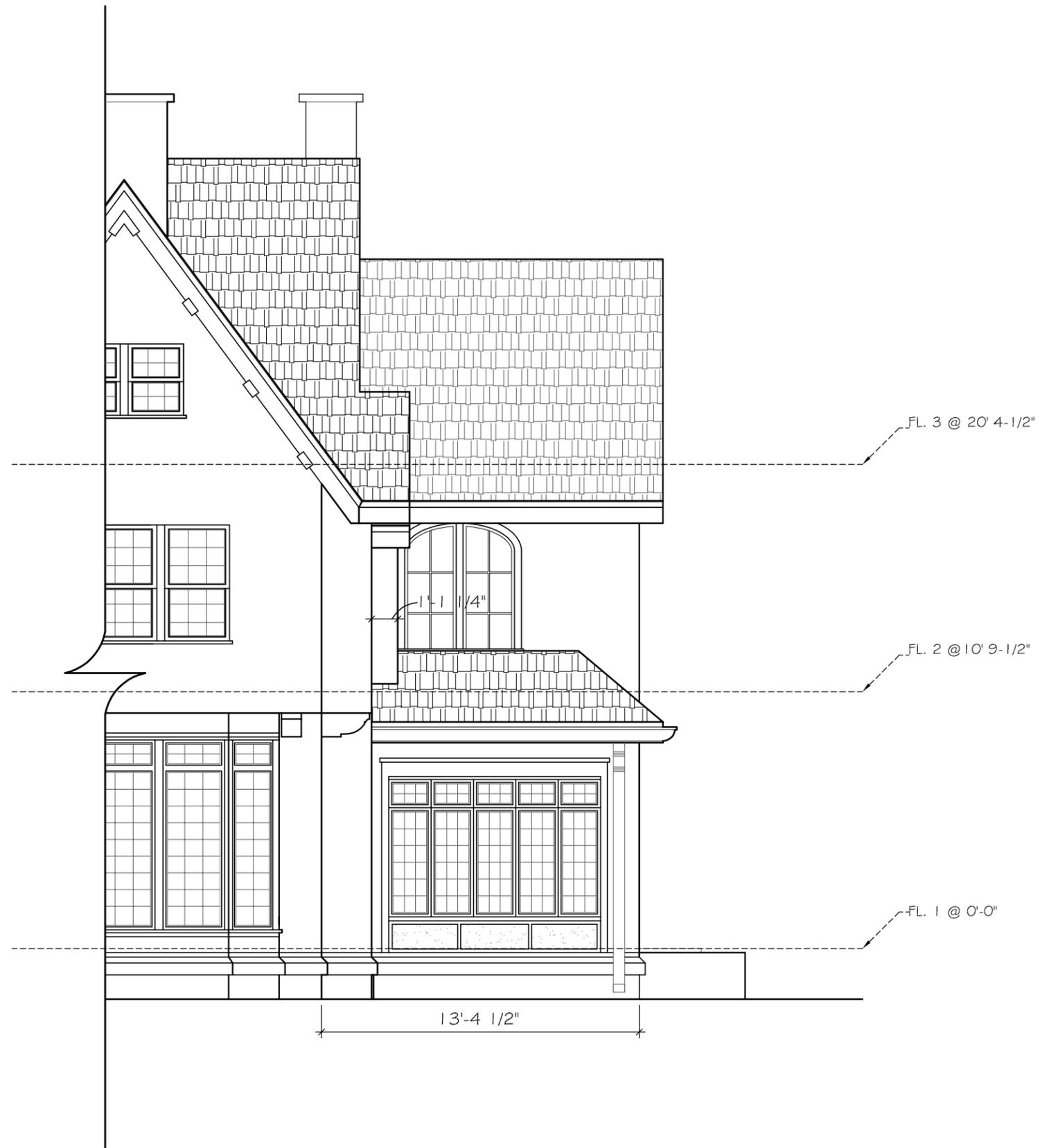


① PARTIAL SECOND FLOOR PLAN
3/16" = 1'0"



RECEIVED
MAY 26 2015
BY: _____

REVISION	ISSUED FOR	DATE
KERR RESIDENCE 246 Linden Avenue Winnetka, IL 60093		
R. SCOTT JAYORE & ASSOCIATES, LTD. ARCHITECTURE • HISTORIC PRESERVATION • NEW CONSTRUCTION 875 PARK AVENUE CHICAGO, IL 60610 847.866.4443 FAX 847.866.4444		
SCHEMATIC DESIGN		
DRAWN	MPM	
CHECKED	RSJ	
DATE	5/26/2015	
PROJECT NO.	14018	
SHEET NO.	SD3	



1

PROPOSED WEST ELEVATION

3/16" = 1'0"



DATE

ISSUED FOR:

REVISION

**KERR
RESIDENCE**
266 Linden Avenue
Winnetka, IL 60093

R. SCOTT JAVORE & ASSOCIATES, LTD.
ARCHITECTURE • HISTORIC PRESERVATION • NEW CONSTRUCTION
876 PARK AVENUE GLENVIEW, IL 60025 847.898.4443 FAX 847.898.4944



SCHEMATIC DESIGN

DRAWN MPM
CHECKED RSJ
DATE 5/26/2015

PROJECT NO.
14018

SHEET NO.
SD3



1 PROPOSED SOUTH ELEVATION
 3/16" = 1'0"



DATE

ISSUED FOR:

REVISION

**KERR
 RESIDENCE**
 266 Linden Avenue
 Winnetka, IL 60093

R. SCOTT JAVORE & ASSOCIATES, LTD.
 ARCHITECTURE • HISTORIC PRESERVATION • NEW CONSTRUCTION
 876 PARK AVENUE GLENCOE, IL 60028 647.888.4448 FAX 647.888.4944



SCHEMATIC DESIGN

DRAWN MPM
 CHECKED RSJ
 DATE 5/26/2015

PROJECT NO.
 14018

SHEET NO.
 SD3

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, the Michael H. Kerr Insurance Trust, dated August 22, 2005 ("**Applicant**"), is the record title owner of the property commonly known as 266 Linden Street in the Village ("**Subject Property**"); and

WHEREAS, the Applicant desires to construct on the Subject Property an addition to the second floor of an existing single-family residence; and

WHEREAS, Ordinance No. M-13-2015, adopted by the Village Council on _____, 2015 ("**Ordinance**"), grants a variation from the provisions of the Winnetka Zoning Ordinance to the Applicant to permit the construction of the addition on the Subject Property so that the single-family residence will have a gross floor area of 7,369.28 square feet, where a gross floor area of not more than 6,664.45 square feet is otherwise permitted; and

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

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

1. The Applicant does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of the variation 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 variation 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: **LENORE SARASAN, as trustee for the MICHAEL H. KERR INSURANCE TRUST**

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

ATTEST: **STEPHEN P. KERR, as trustee for the MICHAEL H. KERR INSURANCE TRUST**

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

ATTACHMENT C



ATTACHMENT D

CASE NO. 15-08-12

APPLICATION FOR VARIATION
WINNETKA ZONING BOARD OF APPEALS

Owner Information:

Name: MR. AND MRS. MICHAEL KERR

Property Address: 266 LINDEN AVENUE

Home and Work Telephone Number: H# [REDACTED] MR. KERR'S W# [REDACTED]

Fax and E-mail: E-MAIL - [REDACTED]

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

R. SCOTT JAVORE & ASSOC., LTD. OFFICE # (847) 835-4442

333 PARK AVENUE SUITE 300 FAX # (847) 835-4044

GLENCOE IL, 60022 ATTN: JORDAN FRIZIN OR

KARL SPANVOLTZ

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

Date Property Acquired by Owner: MARCH 31, 1988

Nature of Any Restrictions on Property: _____

Explanation of Variation Requested: REFER TO SEPARATE SHEETS
(Attach separate sheet if necessary)

OFFICE USE ONLY

Variation Requested Under Ordinance Section(s): _____

Staff Contact: _____ Date: _____

Village of Winnetka Zoning Variation Application



STANDARDS FOR GRANTING OF ZONING VARIATIONS

Applications must provide evidence and explain in detail the manner wherein the strict application of the provisions of the zoning regulations would result in a clearly demonstrated practical difficulty or particular hardship. In demonstrating the existence of a particular difficulty or a particular hardship, please direct your comments and evidence to **each** of the following items:

1. The property in question can not yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.
2. The plight of the owner is due to unique circumstance. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.
3. The variation, if granted, will not alter the essential character of the locality.
4. An adequate supply of light and air to the adjacent property will not be impaired.
5. The hazard from fire and other damages to the property will not be increased.
6. The taxable value of the land and buildings throughout the Village will not diminish.
7. The congestion in the public street will not increase.
8. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

For your convenience, you will find attached examples of general findings, for and against the granting of a variation, which have been made by the Zoning Board of Appeals and Village Council in prior cases.

NOTE: The Zoning Board of Appeals or the Village Council, depending on which body has final jurisdiction, must make a finding that a practical difficulty or a particular hardship exists in order to grant a variation request.

Property Owner's Signature:  e: 1/29/2015
 (Proof of Ownership is required)  1/29/2015

Variations, if granted, require initiation of construction activity within 12 months of final approval. Consider your ability to commence construction within this 12 month time period to avoid lapse of approvals.

266 Linden Avenue
Winnetka, IL 60093

Background and Explanation of Variance Requested

We request a modest F.A.R. variance enlarge an existing master bedroom, add a master bathroom, and a walk-in closet on the second floor of this historic Winnetka home. As it currently stands, the southwest corner of the home contains two bedrooms and one undersized, shared bathroom. In an effort to improve functionality of the second floor we will minimally expand the footprint of the second floor, while reconfiguring the existing space sympathetically to accommodate a larger, more appropriately sized master suite. Without undergoing this scope of renovation, we believe that the homeowners will have difficulty realizing a reasonable return on their investment.

To simplify the overall process, we have designed the proposed addition to be built within the existing footprint of the home at a minimum increase of space (8.65 square feet) while still meeting our aesthetic and functional goals. The southwest corner of the second floor currently steps inward from the sunroom beneath, and an addition would be built on top of a small portion of the existing sun room.

The particular area of the home undergoing revision is an existing nonconformity, as the southernmost portion is 8.44 feet from the property line – an encroachment within the minimum 12.00 foot side yard setback boundary. However, our proposed addition will be built within the building setbacks, and will not require a side yard variance.

Standards for Granting Zoning Variations

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

For a contemporary lifestyle, especially within homes of large scale, it is anticipated that a master bedroom suite includes a spacious bathroom, walk-in closets, and a well-appointed master bathroom. Unfortunately, this home does not meet these requirements. The adjacent bathroom is small, with inadequate circulation, and is shared by a second bedroom. Additionally, the master bedroom includes only limited closet space, which hinders the functionality of the master bedroom during daily use. Although limited in additional square footage available, the proposed changes will give increased viability to the master suite, while also maintaining a functional additional bedroom with an attached bathroom.

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

The primary issues associated with this structure arise from it being built before contemporary zoning regulations were established; existing G.F.A. overages are due to the maximum floor area guidelines being imposed after the home was built, and the existing side yard setback violation is of a similar nature. Although our proposed addition will increase the overall square footage by only 8.65 square feet, it will expand over a small portion of existing space beneath, and the improved viability of the second floor living areas will be significant. It will provide a less antiquated bedroom-bathroom relationship for both bedrooms in this area of the house, and will finally allow for an appropriately sized closet space for the occupants of the master suite – an update which, in accordance with the scale and proportion of the rest of the home, is absolutely warranted.

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

Our proposed addition will not alter the essential character of the locality. The 8.65 square foot expansion is not visible from the street, and from a design standpoint it will improve the overall integration of the southern portion of the home into the rest of the structure.

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

The proposed addition will not impair the supply of light and air to either the property itself or adjacent properties, and will in fact be built within the building setback standards.

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

The proposed changes will have no impact on fire hazard.

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

The proposed addition will not diminish the taxable value of the land through the Village, but will enhance the beauty and functionality of the property as a whole.

7. The congestion of the public street will not increase

The congestion of the public street will not be impacted, as the addition is modest in scale and is only visible from the rear of the property.

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

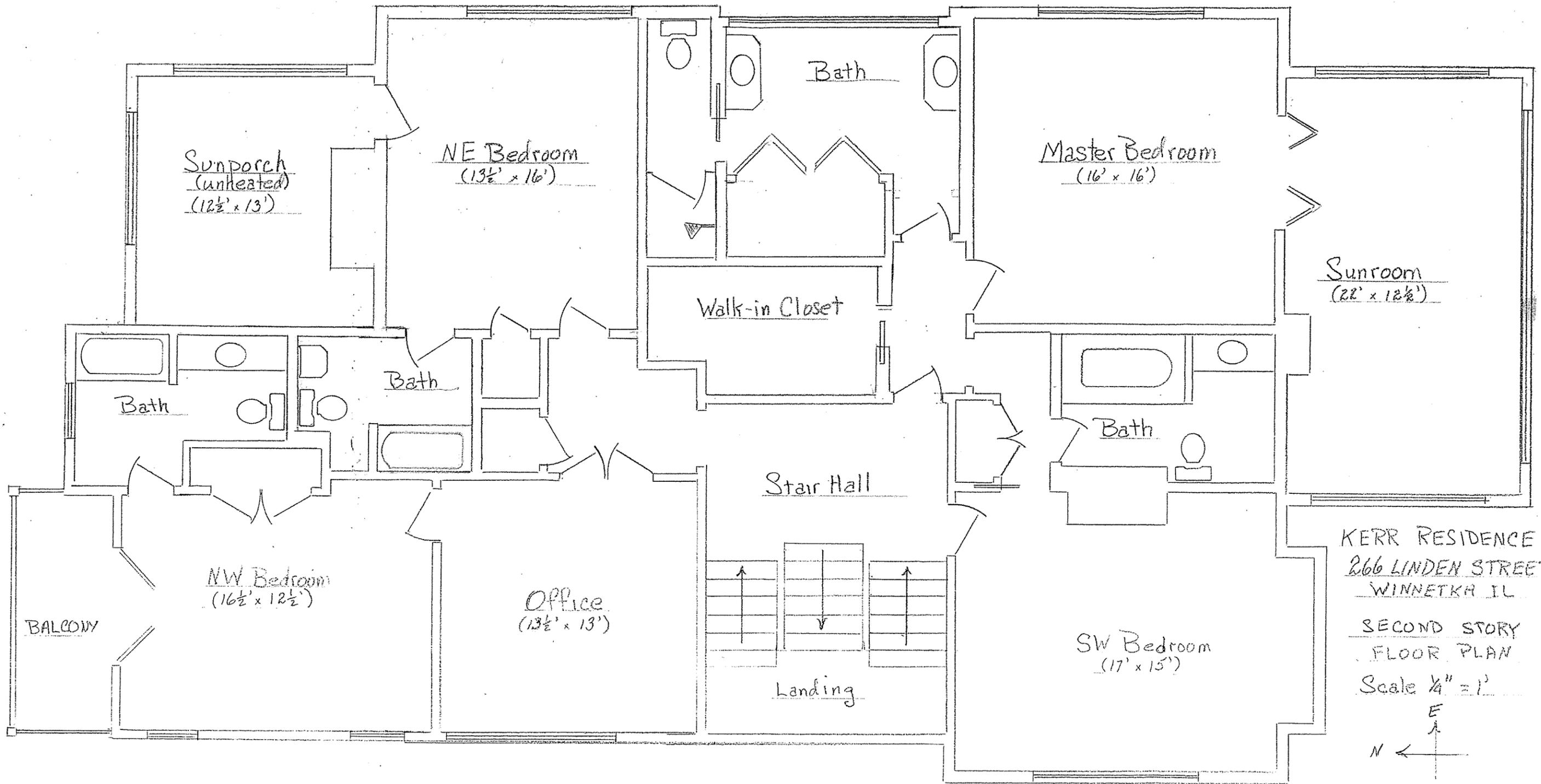
The public health, safety, comfort, morals, and welfare of the inhabitants of the village will not otherwise be impaired.

DESCRIPTION OF FLOOR PLAN FOR 266 LINDEN STREET, WINNETKA, IL

First Floor. The front door (on the east of the house) opens into a small foyer and from there into a central hall (25.67' x 13'). At the back of the central hall are stairs leading to the second and third floors. A powder room is underneath the stairs. To the left (south), the central hall opens into the living room (21.25' x 17.25') in the front and a library (12.67' x 17.25') in the back. The living room and library each open to a sun room (27.33' x 12.5') on the south. To the right (north), the central hall opens into the dining room (18.33' x 17.25') in the front and a family room (16.75' x 14') in the back. The dining room and family room each open to the kitchen/breakfast room (23' x 23' + 11.67' x 12.5') on the north.

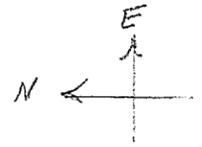
Second Floor. See accompanying floor plan.

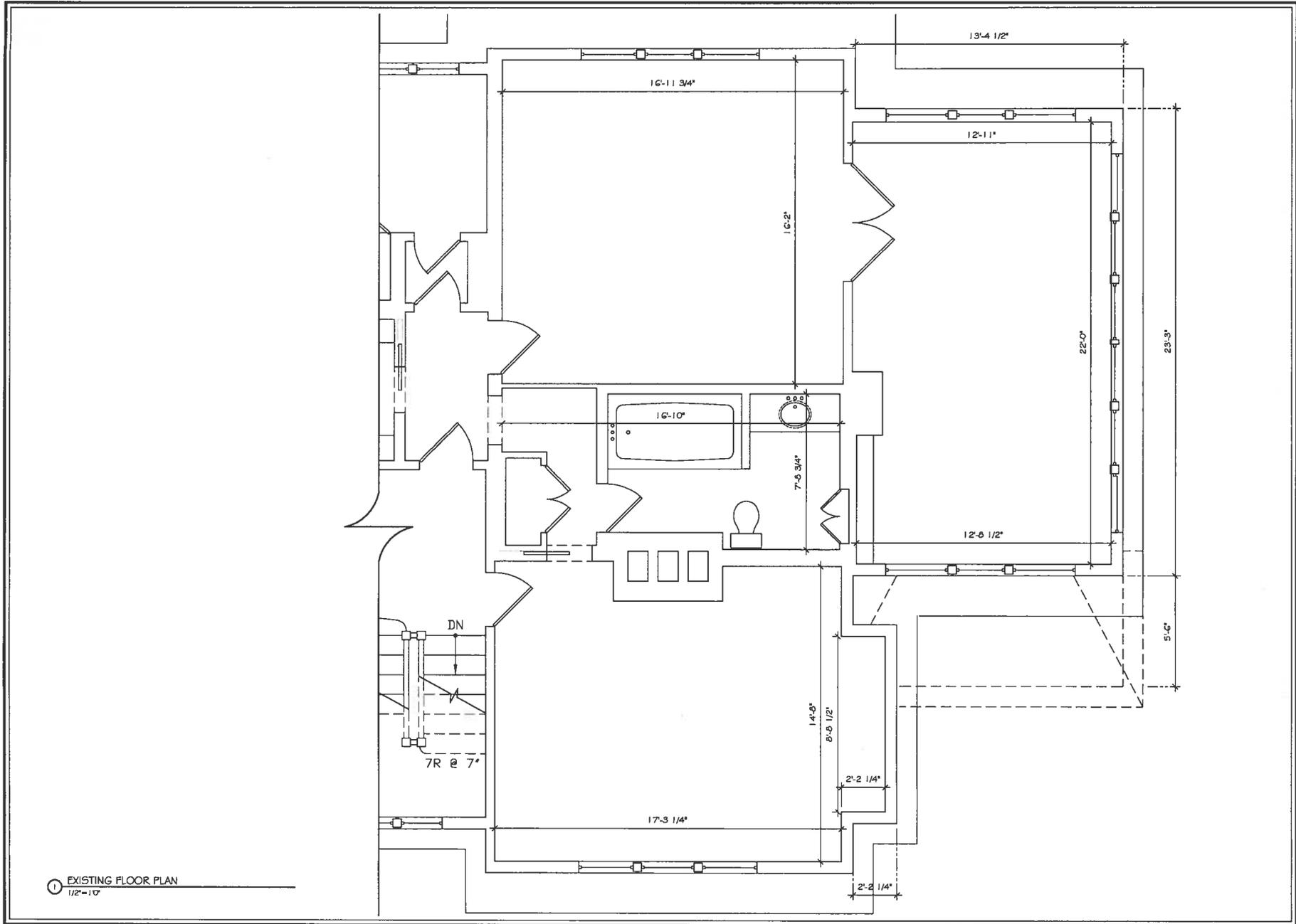
Third Floor. The stairs open into a center hall on the third floor. The center hall opens into a playroom on the north, an office on the east and two bedrooms and a full bathroom on the south. (*Note: Since the third floor consists of the space under seven gables with the result that the rooms are irregular in shape, I have not provided dimensions for these rooms.*)



KERR RESIDENCE
 266 LINDEN STREET
 WINNETKA IL

SECOND STORY
 FLOOR PLAN
 Scale 1/4" = 1'





1 EXISTING FLOOR PLAN
1/2" = 1'

REVISION	DATE
----------	------

ISSUED FOR:	
-------------	--

REVISION	
----------	--

KERR RESIDENCE
286 LINDEN AVENUE
WENONAH, N.J. 07095

R. SCOTT JAVORE & ASSOCIATES, LTD.
ARCHITECTURE • HISTORIC PRESERVATION • NEW CONSTRUCTION
675 PARK AVENUE SUITE 1700 NEW YORK, N.Y. 10022
TEL: 212.688.4444 FAX: 212.688.4444

SCHEMATIC DESIGN

DRAWN KPS

CHECKED RSI

DATE 1/30/2015

PROJECT NO.

14018

SHEET NO.

SD1



EXISTING SOUTH ELEVATION
1/2"=1'-0"

REVISION	DATE

ISSUED FOR:	
-------------	--

REVISION	
----------	--

KERR RESIDENCE
286 LINDEN AVENUE
WINNEBAGO, IL 60093

R. SCOTT JAVORE & ASSOCIATES, LTD.
ARCHITECTURE • HISTORIC PRESERVATION • NEW CONSTRUCTION
CHICAGO, IL 60608 847.288.4448 FAX 847.288.6044
875 PEEK AVENUE

SCHEMATIC DESIGN

DRAWN KFS

CHECKED RSI

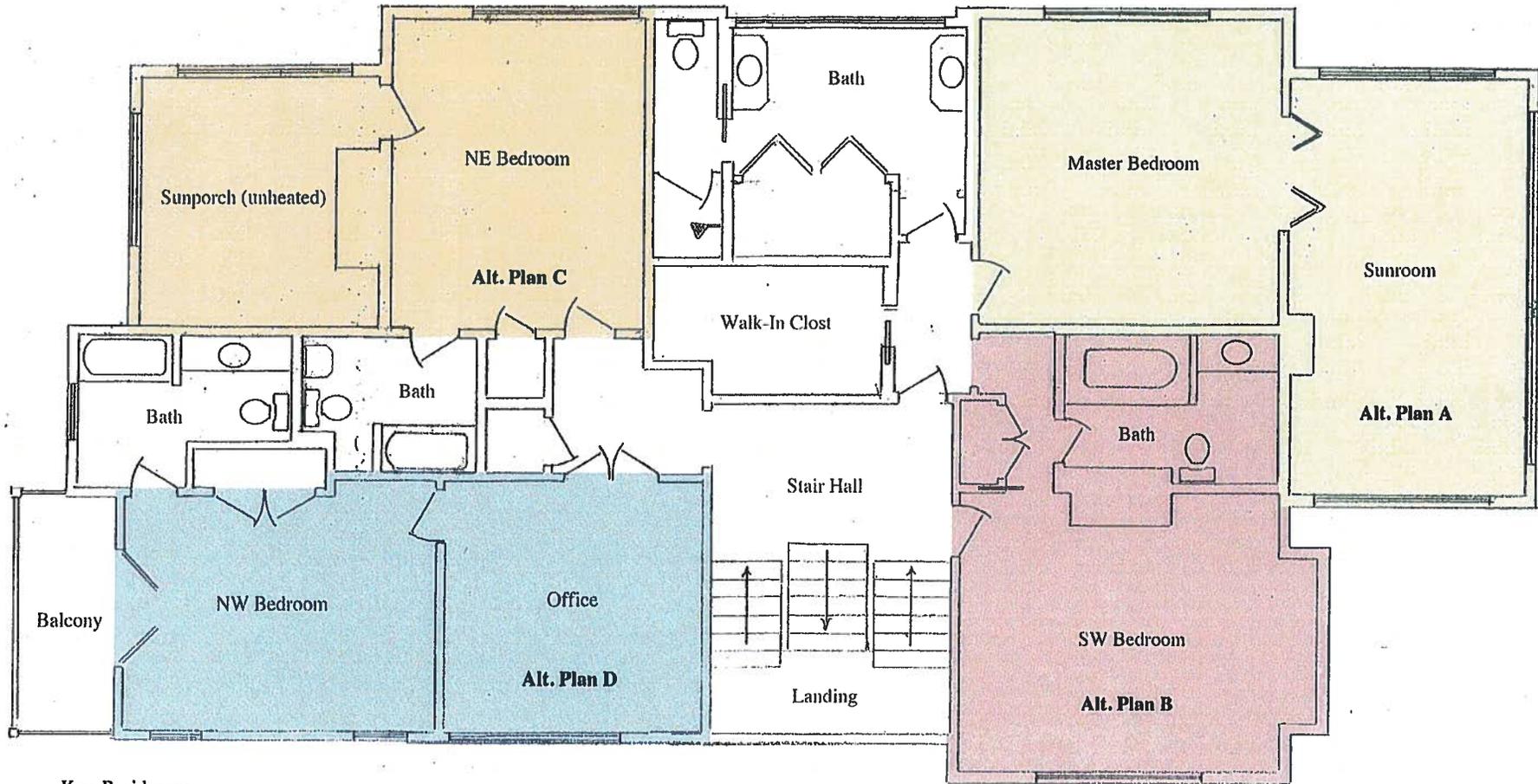
DATE 1/09/2015

PROJECT NO.
14018

SHEET NO.
SD1



ISSUED FOR:	DATE:
REVISION:	
KERR RESIDENCE 266 LINDEN AVENUE WINNETKA, IL 60093	
R. SCOTT JAYORE & ASSOCIATES, LTD. ARCHITECTURE • HISTORIC PRESERVATION • NEW CONSTRUCTION 870 PARK STREET • GARDNER, IL 60138 • 815.282.4448 FAX 815.282.4044	
SCHEMATIC DESIGN	
DRAWN	KFS
CHECKED	RSJ
DATE	1/09/2015
PROJECT NO.	14018
SHEET NO.	SD1



Kerr Residence
 266 Linden Ave.
 Winnetka, IL

Second Story Floor Plan
 Scale 1/4" = 1'



- Alt. Plan A
- Alt. Plan B (new bathroom to be created in Sunroom to the South)
- Alt. Plan C
- Alt. Plan D

March 11, 2015 at 11:00 am

WINNETKA ZONING BOARD OF APPEALS

**Application for Variance by Michael and Lenore Kerr for
266 Linden Street, Winnetka, IL
Case No. 15-08-V2**

In response to questions raised by members of the Winnetka Zoning Board of Appeals at the March 9, 2015 meeting of such Board, following is an analysis of the feasibility of potential alternatives for the creation of a master bedroom/bath suite commensurate with the size and prominence of the residence at 266 Linden Street which would not involve the need for a variance:

- A. Alternative Plan A – Expansion of southeast bedroom into adjoining sunroom on the south and retention of existing bathroom without any change. (See Alternative Plan A on accompanying drawing).**

This alternative is not desirable for several reasons. The resulting room would have an irregular shape since the east wall of the existing sunroom is set back by 3' from the east wall of the existing bedroom, and the west wall of the existing sunroom is set back by 9' from the west wall of the existing bedroom. Also, the wall between the existing southeast bedroom and the existing sunroom cannot be completely removed on account of the chimney in such wall (serving a fireplace on the first floor) and on account of heating pipes in such wall serving the radiators on the south side of the third floor. Inasmuch as the east, south and west walls of the sunroom consist of large windows from corner to corner, the elimination of the wall between the bedroom and the sunroom would leave inadequate wall space for a king size bed, night stands, dressers, desk, book case, TV stand, etc. Further, the large expanse of windows would present a serious privacy issue for a master bedroom – with the result that the curtains would have to be drawn shut most of the time for privacy. In addition, from a unity of design standpoint, the windows in the sunroom are completely different from the rectangular double-hung windows in the bedroom. The windows in the sunroom are single glazed arched windows which are original to the house and were designed to be taken out in the summer and replaced with screens when the sunroom served as a sleeping porch. The windows in the sunroom cannot be replaced with windows matching those in the bedroom or closed up to create additional wall space without doing substantial harm to the architectural symmetry and integrity of the home (i.e., the arched windows in the south sunroom exactly match the arched windows in the north sunroom). Although the sunroom (which was originally unheated) is now served by base board heating units, it is necessary to close off the sunroom during cold winter days as the heat in such room is inadequate.

- B. Alternative Plan B -- Expansion of the existing southwest bedroom by incorporating the existing adjoining bathroom into such bedroom and creation of a new master bath in the existing sunroom. (See Alternative Plan B on accompanying drawing).**

March 11, 2015 at 11:00 am

While the new master bedroom under this Alternative Plan B would have direct access to a new master bath in the existing sunroom without need for a variance to access such bath, it is not feasible insofar as it would require the demolition of the wall between the existing southwest bedroom and the existing bathroom on east side of such bedroom. In the center of such wall is a large chimney which services two fireplaces on the first floor and the smoke stack for the boiler in the basement, so that the chimney cannot be removed. Further, even if the chimney could be removed, without the addition requested under the application for a variance, there would not be sufficient wall space in the sunroom to accommodate a bathroom, with the result that it would be necessary to close up a substantial part of the existing windows in the sunroom. As discussed under paragraph A above, this would not be desirable from the standpoint of preserving the architectural integrity of the residence.

C. Alternative Plan C – Expansion of existing northeast bedroom by incorporating the existing adjoining sunroom which is currently unheated into such bedroom. (See Alternative Plan C on accompanying drawing).

This plan is not feasible insofar as it would require the demolition of the wall between the existing northeast bedroom and the existing sunroom on the north side of such bedroom. This is not possible because in the center of such wall is a large chimney which services two fireplaces on the first floor. Further, the bathroom (7' x 7-1/2' to 9') and the closet (3' x 3') serving the northeast bedroom are small and would not function adequately for a master bedroom suite.

D. Alternative Plan D – Expansion of the existing northwest bedroom by incorporating the existing adjoining office into such bedroom. (See Alternative Plan D on accompanying drawing).

While this Plan would result in the creation of a long, narrow room (30' x 12-1/2' to 13'), it cannot be readily accomplished insofar as all of the heating pipes for the radiators on the north side of the third floor were channeled through the wall between the existing bedroom and the existing office at the time that the kitchen was remodeled in 2003. The only place to reroute such heating pipes would be in the exterior west wall of the residence which would be highly undesirable. Further, the bathroom (11' x 5-1/2' plus 2' x 5-1/2') and closet (2' x 6') are inadequate for a master bedroom suite.



Agenda Item Executive Summary

Title: Resolution R-19-2015: Village Maintenance of State Routes

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

Agenda Date: 07/07/2015

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

Consent: YES NO

Item History:

There are several roads in the Village that are owned by the State of Illinois. Since at least 1967, the Village has been maintaining state roads under intergovernmental agreements with the State. The most recent agreement was adopted in June of 2005 for a 10-year term.

Executive Summary:

Under the current agreement, Village maintenance is limited to sweeping, snow removal, pothole patching, litter control, and other routine operational maintenance. The Village is not required to perform major maintenance such as pavement base replacement, resurfacing, storm sewer replacement/upgrade, and other major tasks. IDOT reimburses the Village for this maintenance at a standard rate per lane mile, which is a function of traffic volume on a given stretch of roadway, using the latest published ADT (Average Daily Traffic).

The computed reimbursement amount for July 1, 2015 through June 30, 2016 is \$57,373. The form is a standard form of agreement that has been used by IDOT and municipalities throughout the state for a number of years. The agreement form and calculation sheet are attached. This is a 10-year agreement with a year-by-year renewal, with an escalation provision based upon the Engineering News Record Construction Cost Index, from year to year.

The attached Resolution R-19-2015 authorizes the Village to enter an agreement with the Illinois Department of Transportation to maintain certain streets under the jurisdiction of the State of Illinois, from July 1, 2015 through June 30, 2025.

Recommendation:

Consider adopting Resolution R-19-2015 authorizing the Village to enter an agreement with the Illinois Department of Transportation to maintain certain streets under the jurisdiction of the State of Illinois.

Attachments:

Resolution R-19-2015
Maintenance Agreement

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR
ROUTINE MAINTENANCE OF STATE ROUTES**

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

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

WHEREAS, the Illinois Department of Transportation (“*IDOT*”) has jurisdiction over certain streets located within the corporate boundaries of the Village (“*State Routes*”); and

WHEREAS, the Village and IDOT desire to enter into an intergovernmental agreement under which: (i) the Village will perform routine maintenance of the State Routes; and (ii) IDOT will reimburse the Village for this maintenance work (“*Agreement*”); and

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

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

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

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement by and between the Village and IDOT for the maintenance of the State Routes in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

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

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 7th day of July, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

Steve



Illinois Department of Transportation

Division of Highways / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

May 13, 2015

The Honorable E. Gene Greable
Village President
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Dear Village President Greable:

The Illinois Department of Transportation, on behalf of the State of Illinois, intends to enter into an Intergovernmental Agreement ("Agreement") for Maintenance of Municipal Streets with your municipality. The scope of work, including the roadways covered in this Agreement, is listed in Part 5. This will replace our previous ten year Agreement which expires on June 30, 2015.

Part 5 includes a clause to allow modifications to the location listing as appropriate and as mutually agreed to by both parties. Please indicate on the blank the name of the representative from the Governmental Body who is authorized to approve these modifications.

Updated Computation Sheets for the period of July 1, 2015 to June 30, 2016 are included with the contract. The adjustment factor used to determine the rates is based on the 2.71% increase published by the Engineering News Record. The annual payment for your city will be \$57,373.00.

Please review and sign the attached two copies of the Agreement, and return them to Steve Hooghkirk at 201 W. Center Court, Schaumburg, IL 60196. In order to execute the contract by July 1, 2015, please return it no later than **May 29, 2015**. One original of the executed agreement will be sent back to you once all parties have signed it. If you have any questions or need additional information, please contact me or Mr. Steve Hooghkirk, Maintenance Operations Support Manager, at (847) 705-4164.

Very truly yours,

John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

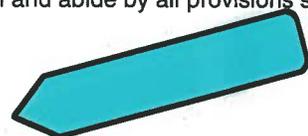


Governmental Body Name Village of Winnetka			
Address 510 Greenbay Rd.			
City, State, Zip Winnetka, Illinois 60093			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number (847) 716-3541	Fax Number None	FEIN/TIN 30-0009460-40	DUNS NA
Brief Description of Service (full description specified in Part 5) Routine maintenance of State routes.			
Compensation Method (full details specified in Part 6) Lump Sum			Agreement Term From: July 01, 2015
Total Compensation Amount \$659,100 Estimate		Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: June 30, 2025

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:



_____ (Name and Title of Authorized Representative)	_____ (Signature of Authorized Representative)	_____ Date
--	---	---------------

FOR THE DEPARTMENT:

_____ Aaron A. Weatherholt, Deputy Director, Division of Highways	_____ Date	_____ William M. Barnes, Chief Counsel (Approved as to form)	_____ Date
--	---------------	--	---------------

By:

_____ Omer M. Osman, P.E., Director, Division of Highways & Chief Engineer	_____ Date	_____ Jim J. Ofcarcik, Interim Chief Financial Officer	_____ Date
---	---------------	---	---------------

Date: _____

By:

_____ By:	_____ Randall S. Blankenhorn, Acting Secretary of Transportation	_____ Date
--------------	---	---------------

By:

Print Name

Print Title

INTERGOVERNMENTAL AGREEMENT
FOR
ROUTINE MAINTENANCE OF STATE ROUTES

This Agreement is by and between

Village of Winnetka

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

510 Greenbay Rd.

Winnetka, IL 60093

Attn: E. Gene Greable

Email: rbahan@winnetka.org

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

PART 1
SCOPE / COMPENSATION / TERM

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. Term of Agreement.** The term of this Agreement shall be from **July 01, 2015 to June 30, 2025**.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may not be renewed.

PART 2
GENERAL PROVISIONS

A. Changes. If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Availability of Appropriation. This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Cost Category Transfer Request. For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rational for the transfer.

G. Subcontracting/Procurement Procedures/Employment of Department Personnel

1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services – Federal Funds. For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$50,000.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the GOVERNMENTAL

BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL. The GOVERNMENTAL BODY will not employ any person or persons that are employed by the DEPARTMENT for any work required by the terms of this Agreement while they are still employed by the DEPARTMENT.

PART 3 FEDERALLY FUNDED AGREEMENTS

[Not applicable to this Agreement.]

PART 4 SPECIFIC PROVISIONS

A. Invoices. Invoices submitted by the GOVERNMENTAL BODY will be based on the approved annual lump sum amount for completion of Part 5, Scope of Services and as described in Part 6, Compensation for Services. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed as determined by the DEPARTMENT, the DEPARTMENT will advise the municipality of the deficiencies to be corrected before invoicing will be authorized.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation
District 1,
Attn.: Operations Supervisor
1916 Techney Rd.
Northbrook, IL 60062

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than **July 31st** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the DEPARTMENT or the GOVERNMENTAL BODY may terminate the Agreement by giving the other party ninety (90) days written notice.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work. [Not Applicable To This Agreement]

F. Software. [Not Applicable To This Agreement]

G. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. Travel Expenses. Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

L. Tax Identification Number.

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Village of Winnetka

Taxpayer Identification Number: 30-0009460-40

Legal Status (check one):

Tax-exempt

Government

Nonresident Alien

Other _____

M. International Boycott. The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

N. Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

PART 5 SCOPE OF SERVICE/RESPONSIBILITIES

- A. The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system that are currently under the DEPARTMENTS jurisdiction, specifically the portions of that system located within the GOVERNMENTAL BODY's boundary as shown in Attachment A:

This maintenance location listing may be modified as appropriate and mutually agreed to by both parties. Such modification shall be reduced to writing and must be approved by the Regional Engineer or his or her designee on behalf of IDOT and by _____ on behalf of the Governmental Body. It is understood these modifications may result in a modification to the total payments under this agreement. However, the parties hereby agree that a formal amendment to the agreement is not necessary to modify the locations nor is a formal amendment necessary to modify a change in cost associated with the change in locations provided the change in amount of total payments is less than 10%.

- B. Maintenance Requirements. The GOVERNMENTAL BODY's maintenance responsibilities include, but are not limited to the following routine services, as necessary:
- routine surface and pothole repairs
 - temporary full depth patching;
 - removing expansion bumps on bituminous surfaces;
 - sealing cracks and joints;
 - cleaning;
 - picking up litter;
 - controlling snow and ice; and
 - all other routine operational services.

Note: Median maintenance, when applicable, includes the following:

- sweeping;
- picking up litter;
- mowing; and
- repairing surface.

- C. Responsibilities. The GOVERNMENTAL BODY agrees to the following:
- must obtain written approval from the DEPARTMENT before cutting or opening the curb or the pavement of any highway, which is covered in this AGREEMENT;
 - must undertake all measures, including notifying the DEPARTMENT of the need for legal action, to require utility owners or permit holders to adjust, maintain, repair, and restore all pavement cuts, curb openings, utility frames, municipal frames, grates, and covers that are disturbed by settlement, construction, or repair;
 - must notify the DEPARTMENT of the need to inform utility owners or permit holders to pay all costs of adjustment, maintenance, repair and restoration;

- must ensure that the work adheres to all applicable laws, rules and regulations, as well as the DEPARTMENT's standards (the most recent edition of Standard Specifications for Road and Bridge Construction, and subsequent updates); and
- must request and obtain written approval from the DEPARTMENT's Regional Engineer or his designee before doing any extra work not specifically identified in this AGREEMENT.

**PART 6
COMPENSATION FOR SERVICES**

A. Funding: State Funds (Appropriation Code: 011-49405-4472-0200) \$659,100 (Estimate) 100% Share

B. Terms and Conditions:

1. GOVERNMENTAL BODY agrees that total payment for each fiscal year from 2016 through 2025 must not exceed the previous year's total payment **plus** cost adjustment. [Cost adjustment means the previous year's total payment x % change of the Construction Cost Index, which is published in the Engineering News Record (January edition for each year)]. Payment for the cost of approved extra work will be added to the total funding as provided in Part 5, last paragraph;
2. The DEPARTMENT will calculate the compensation for services according to the DEPARTMENT's Bureau of Operations Maintenance Policy Manual, Section 11-800.2.4 Rate of Compensation; and Section 11-800.2.5 Empirical Formula – Municipal Maintenance of State Highways, and send an annual letter to the GOVERNMENTAL BODY notifying it of the new annual Lump Sum approved amount according to the attached Computation Sheet – Municipal Maintenance (Attachment A) under the conditions stated in Section B.1 above;
3. The GOVERNMENTAL BODY must submit an invoice voucher every 3 months (quarterly), based on the approved annual Lump Sum amount; and
4. The DEPARTMENT will pay the GOVERNMENTAL BODY's quarterly invoice vouchers on or about September 30, December 31, March 31, and June 30 of each fiscal year, subject to the DEPARTMENT's inspection for satisfactory operation and maintenance of covered streets.

**PART 7
CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)
[NOT APPLICABLE TO THIS AGREEMENT]**

PART 8

AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? Yes No

Amount of Federal funds: None

Federal Project Number: NA

Name of Project: State Routes Maintenance Agreement

CFDA Number*, Federal Agency, Program Title: NA

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

COMPUTATION SHEET - MUNICIPAL MAINTENANCE
 For the Period beginning July 1, 2015, ending June 30, 2016

LINE NO.	ROUTE	SECTION	STREET NAME	INTERSECTING STREETS		TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	PORTIONS UNDER AGREEMENT				RATE/LN. MI.	ADJ. FACTOR	MAINT. ALLOWANCE	
				FROM	TO					LOCATION	LENGTH IN FEET	LANE MILES	ADT/LANE			SOURCE	ROUTE TOTALS
1	048B	1112	Forest Way	Tower	Willow	22'	C	22'	2	Full Roadway	6657	2.52	1350	C-'90	360	5.91	5361.55
2	SA 055	1954-1	Greenbay	Scott	Tower	46'	S-M	24'	2	Center	1506	0.57	10500	C-'94	710	5.91	2391.78
3	SA 55	1962-1RS	Greenbay	Tower	Spruce	40'	S	30'	3	East Side Roadway	3667	2.08		C-'94	640	5.91	7867.39
4	SA 55	1962-1RS	Greenbay	Spruce	Linden	50'	S	40'	4	Center	531	0.40	5250	C-'94	605	5.91	1430.22
5	SA 55	1962-1RS	Linden	Oak	Elm	68.5'	S	20'	2	Center	450	0.17	10500	C-'94	710	5.91	713.34
6	SA 55	1962-1RS	Oak	Greenbay	Linden	50'	S	20'	2	Center	265	0.10	10500	C-'94	710	5.91	419.61
7	SA 55	1962-1RS	Greenbay	Oak	Winnetka	40'	C-M	20'	2	Center	4796	1.82	10500	C-'94	710	5.91	7636.90
8	SA 055	4343.2	Greenbay	Winnetka	Exmoor	56'	C-M	40'	4	Center	1163	0.88	5250	C-'94	605	5.91	3146.48
9			Sheridan	Scott	Winnetka	30'	M	30'	2	Full Roadway	13616	5.16	6150	C-'90	623	5.91	18998.76
10	SA 108	0505.4	Tower	Greenbay	C.N.W. R.R.	40'	C	40'	4	Full Roadway	597	0.45	2150	C-'94	440	5.91	1170.18
11	SA 108	0505.1	Tower	@ C.N.W. R.R. Bridge		44'	C	44'	4	Full Roadway	174	0.13	2150	C-'94	440	5.91	338.05
12	110	2223	Willow	Forest Way	Hibbard	42'	C	42'	4	Full Roadway	1350	1.02	2500	C-'94	475	5.91	2863.40

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

COMPUTATION SHEET - MUNICIPAL MAINTENANCE
 For the Period beginning July 1, 2015, ending June 30, 2016

LINE NO.	ROUTE	SECTION	STREET NAME	INTERSECTING STREETS		TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	PORTIONS UNDER AGREEMENT				RATE/ LN. MI.	ADJ. FACTOR	MAINT. ALLOWANCE	
				FROM	TO					LOCATION	LENGTH IN FEET	LANE MILES	ADT/ LANE			SOURCE	SUB-TOTALS
										Roadway							
13	110	2223	Willow	Hibbard	Provident	24'	C	24'	2	Full Roadway	3273	1.24	5000	C-'94	600	5.91	4397.04
14	SA 226	0505	Winnetka	Greenbay	Wilson	40'	C	40'	4	Full Roadway & Wilson Spur	355	0.27	1750	C-'94	400	5.91	638.28
										TOTALS	16.81	Lane Miles			TOTAL AMOUNT	\$57,373.00	



Agenda Item Executive Summary

Title: Resolution No. R-20-2015: Approval and Release of Executive Session Minutes- Adopt

Presenter: Peter M. Friedman, Village Attorney

Agenda Date: 07/07/2015

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

Consent: YES NO

Item History:

Semi-annual review of executive session minutes, pursuant to Section 2.06(d) of the Illinois Open Meetings Act. (5 ILCS 120/2.06(d))

Executive Summary:

Pursuant to Section 2.06(a) of the Illinois Open Meetings Act ("Act"), the Village maintains minutes of all open and closed meetings of the Council of the Village of Winnetka and verbatim audio recordings of all closed meetings. Minutes of closed meetings may only be made available for public inspection in accordance with specific procedures set forth in the Act. Pursuant to Section 2.06(d) of the Act, the Village Council must semi-annually review all closed meeting minutes that have not yet been made available for public inspection to determine: (i) whether a need for confidentiality exists with respect to the minutes; and (ii) if not, that the minutes may be made available for public inspection. Additionally, the Village Council may, pursuant to Section 2.06(c) of the Act, approve the destruction of verbatim audio recordings of all closed meetings that took place at least 18 months previously for which minutes have been approved.

In accordance with Section 2.06 of the Act, Resolution No. R-20-2015: (i) approves all minutes of closed meetings of the Village Council that have taken place between January 1, 2015 and June 2, 2015; (ii) determines that a need for confidentiality remains as to certain closed meeting minutes; (iii) authorizes all other minutes of closed meetings to be made available for public inspection; and (iv) authorizes the destruction of the verbatim audio recordings of all closed meetings that took place prior to January 7, 2014.

Recommendation:

Consider adopting Resolution No. R-20-2015, which approves minutes of closed meetings, determines which minutes still require confidential treatment, and authorizes the destruction of audio recordings of executive sessions held on or before January 7, 2014.

Attachments:

- 1) Resolution No. R-20-2015

**A RESOLUTION APPROVING AND RELEASING
CERTAIN CLOSED MEETING MINUTES AND
AUTHORIZING THE DESTRUCTION OF
VERBATIM RECORDINGS OF CERTAIN CLOSED MEETINGS
OF THE WINNETKA VILLAGE COUNCIL**

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

WHEREAS, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* (“**Act**”), the Village maintains verbatim audio recordings and approves written minutes of all meetings of the Council of the Village of Winnetka (“**Village Council**”) that were closed to the public pursuant to the Act (collectively, the “**Closed Meetings**”); and

WHEREAS, pursuant to Section 2.06(c) of the Act, the Village Council has determined that it will serve and be in the best interest of the Village to destroy the audiotaped verbatim recordings of those Closed Meetings that occurred prior to January 7, 2014; and

WHEREAS, pursuant to Section 2.06(d) of the Act, the Village Council has conducted its semi-annual review of all written minutes of the Closed Meetings; and

WHEREAS, the Village Council has determined that: (i) a need for confidentiality still exists as to the written minutes of the Closed Meetings that were held on the dates set forth in **Exhibit A** attached to and, by this reference, made a part of this Resolution; and (ii) a need for confidentiality no longer exists as to the written minutes of all Closed Meetings held prior to June 3, 2015 other than the Closed Meetings held on the dates set forth in Exhibit A;

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

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

SECTION 2: APPROVAL OF CLOSED MEETING MINUTES. The Village Council publicly discloses that it has reviewed and hereby approves the minutes of all Closed Meetings held between January 1, 2015 and June 2, 2015.

SECTION 3: DETERMINATION OF CONFIDENTIALITY OF CLOSED MEETING MINUTES. The Village Council hereby determines that a need for confidentiality still exists as to the written minutes of all Closed Meetings that took place on the dates set forth in Exhibit A attached to this Resolution and for which the Village Council has not previously authorized public inspection.

SECTION 4: PUBLIC INSPECTION OF WRITTEN MINUTES OF CLOSED MEETINGS. The Village Council hereby authorizes the public inspection of the written minutes of all Closed Meetings that took place prior to June 3, 2015, other than the Closed Meetings that took place on the dates set forth in Exhibit A attached to this Resolution.

SECTION 5: DESTRUCTION OF VERBATIM RECORDINGS. The Village Council hereby authorizes and directs the Village Clerk to destroy all verbatim audio recordings of all Closed Meetings held prior to January 7, 2014.

SECTION 6: CONFIDENTIALITY OF VERBATIM AUDIO RECORDINGS OF CLOSED MEETINGS. The Village Council hereby affirms that a need for confidentiality remains as to the verbatim audio recordings of all Closed Meetings, which verbatim audio recordings will not be made available for public inspection.

SECTION 7: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval according to law.

ADOPTED this __ day of _____, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village clerk

EXHIBIT A

CLOSED MEETINGS FOR WHICH A NEED FOR CONFIDENTIALITY EXISTS

November 8, 2011
February 14, 2012
March 8, 2012
March 13, 2012
March 20, 2012
April 17, 2012
June 12, 2012
October 16, 2012
November 8, 2012
June 4, 2013
September 3, 2013
October 8, 2013
January 21, 2014
March 26, 2014
October 7, 2014
November 18, 2014
December 16, 2014
January 13, 2015
February 17, 2015
March 3, 2015
March 17, 2015
April 9, 2015
April 14, 2015
April 21, 2015
May 19, 2015
June 2, 2015



Agenda Item Executive Summary

Title: Resolution R-21-2015: Security for Construction on State Highways

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

Agenda Date: 07/07/2015

Consent: YES NO

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

Item History:

Executive Summary:

From time to time, the Village has a need to undertake or permit for repairs on or under roadways under the jurisdiction of the Illinois Department of Transportation. Permits for such work require performance security, however IDOT allows municipalities to provide said performance security in the form of a resolution, rather than a bond. The attached resolution R-21-2015 represents IDOT's standard form, and would provide performance security for a two-year period.

Recommendation:

Consider adoption of Resolution R-21-2015 providing the State of Illinois performance security as required for Highway Permits, for calendar 2015 and 2016.

Attachments:

Resolution R-21-2015
IDOT communication

**A RESOLUTION REGARDING PERMITS GRANTED BY THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION, OPERATION,
AND MAINTENANCE OF STREET IMPROVEMENTS ON STATE HIGHWAYS
MAINTAINED BY THE VILLAGE**

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

WHEREAS, the Village of Winnetka, hereinafter referred to as “Municipality,” located in the County of Cook, State of Illinois, desires to undertake, in the calendar years 2015 and 2016, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said Municipality, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois, hereinafter referred to as “Department;” and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the Municipality or by a private person or firm under contract and supervision of the Municipality;

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

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

SECTION 2: COMPLIANCE WITH IDOT PERMITS; HOLD HARMLESS. The Municipality hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to persons or property due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

SECTION 3: AUTHORIZATION TO EXECUTE PERMITS. All authorized officials of the Municipality are hereby instructed and authorized to sign said working permit on behalf of the Municipality.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 7th day of July, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk



Illinois Department of Transportation

Division of Highways / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

PERMITS

Resolution for Construction on State Highway

June 4, 2015

The Honorable E. Gene Greable
Village President
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Dear Village President Greable:

Chapter 605 ILCS 5/4-208 and 5/9-113 of the Illinois Revised Statutes requires that any person, firm or corporation desiring to do work on State maintained right of way must first obtain a written permit from the Illinois Department of Transportation. This includes any emergency work on broken watermains or sewers.

A surety bond is required with each permit application to insure that all work is completed in accordance with State specifications and that the right of way is properly restored.

For permit work to be performed by employees of a municipality a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming with the normal bonding requirements nor from obtaining permits.

The resolution should be enacted for a period of two years. This procedure will save time and effort as well as reduce the annual paperwork associated with an annual resolution.

In order to expedite the issuance of permits to your municipality during the next two calendar years, as appropriate, the attached sample resolution should be adopted and a signed and certified copy thereof returned to this office. This resolution does not constitute a blanket permit for work in the State system. A separate application must be made in each instance. In case of an emergency, verbal authority may be given prior to receipt of the written application. After normal working hours or weekends, this authority can be obtained from our Communications Center at (847) 705-4612.

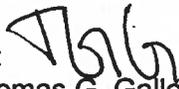
Village President Greable
June 4, 2015
Page two

We would appreciate the cooperation of your community in withholding the issuance of building permits along State highways until the builder shows evidence of a State highway permit having been obtained. Our permit staff would be willing to answer any questions that you may have regarding current policies or practices and to work with your planning commission on any new developments within your municipality.

If you have any questions or need additional information, please contact the undersigned, at (847) 705-4131.

Very truly yours,

John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

By: 
Thomas G. Gallenbach, P.E.
Traffic Permits Engineer

RESOLUTION

Whereas, the _____, hereinafter referred to as MUNICIPALITY, located in the County of _____, State of Illinois, desires to undertake, in the calendar years 20__ and 20__, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

Whereas, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person of firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, be it resolved by the MUNICIPALITY:

FIRST: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with the conditions of the permit to be granted by the Department, and MUNICIPALITY shall hold State of Illinois harmless during the prosecution of such work, and shall assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

I, _____, hereby certify the
above to be a true copy of the resolution passed by the
MUNICIPALITY. Dated this _____ day of
_____ A.D. _____.

Corporate Seal

By: _____



Agenda Item Executive Summary

Title: Resolution R-22-2015: IDOT Letters of Concurrence & Understanding for Sheridan Road Improvements

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

Agenda Date: 07/07/2015

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

Consent: YES NO

Item History:

Sheridan Road in Winnetka is a state-owned road under the jurisdiction of the Illinois Department of Transportation (IDOT). In response to numerous requests from the Village, residents, and the motoring public, IDOT has been developing a project to resurface Sheridan Road from Lake Cook Road to Winnetka Avenue, through the Villages of Glencoe and Winnetka.

Executive Summary:

This project includes pavement milling, patching, resurfacing, and striping for the full length of Sheridan Road from Lake Cook Road, at the north end of Glencoe, to Winnetka Avenue, at the south end of Winnetka. The project also implements stormwater drainage improvements to reduce the repeated road closures due to even moderate rain events at the bottom of the "Ravines", and bicycle improvements based on a bicycle use study performed by IDOT. The project includes shared lane striping (not separate bike lanes) using a "sharrow" pavement-marking symbol, and signage indicating the presence of the shared lane. Bicycle wayfinding signage will be installed by IDOT on Tower Road, Old Green Bay Road, and Scott Avenue, directing bicyclists around the Ravine section. The Village will be responsible for future maintenance of the signage and the pavement markings. The project plan includes the installation of 25 signs and 92 "sharrow" markings to be maintained by the Village. Staff estimates that the "sharrow" markings will need to be refreshed approximately every 3-4 years, while signage replacement will take place every 10-15 years. This results in an anticipated annual expense to the Village of \$1,500 to \$2,000.

IDOT requires the Village's concurrence with the proposed bicycle striping and signage, and they require the Village's signature on a Letter of Understanding, which obligates the Village to cleaning and light maintenance of the new storm sewer, and continued maintenance of the roadway under the current maintenance agreement between the Village and IDOT. The Village Attorney has prepared Resolution R-22-2015 which authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Letter of Understanding and Letter of Concurrence.

Recommendation:

Consider adoption of Resolution R-22-2015 authorizing the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Letter of Understanding and Letter of Concurrence for the Sheridan Road resurfacing and drainage project.

Attachments:

- Agenda Report
- Resolution R-22-2015
- Letter of Concurrence
- Letter of Understanding

Agenda Report

Subject: **Resolution R-22-2015: Letter of Understanding and Letter of Concurrence with Illinois Department of Transportation for Improvements to Sheridan Road**

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

Date: June 30, 2015

Sheridan Road in Winnetka is a state-owned road under the jurisdiction of the Illinois Department of Transportation (IDOT). In response to numerous requests from the Village, residents, and the motoring public, IDOT has been developing a project to resurface Sheridan Road from Lake Cook Road to Winnetka Avenue, through the Villages of Glencoe and Winnetka.

This project includes components to achieve several project objectives:

- Pavement resurfacing. The project includes pavement milling, patching, resurfacing, and striping for the full length of Sheridan Road from Lake Cook Road, at the north end of Glencoe, to Winnetka Avenue, at the south end of Winnetka.
- Stormwater drainage. In the aftermath of the 2008 and 2011 flooding, and because of repeated road closures due to even moderate rain events, staff approached IDOT about incorporating a drainage improvement at the bottom of the Ravines into the resurfacing project. IDOT agreed and began the process of engineering the stormwater improvements, which consist of new, larger storm sewers, and an engineered overland flow route to channel excess water from the roadway during heavy rainfall events. The project is design to provide 10-year protection. The stormwater project does require some land acquisition, and IDOT has been in contact with the adjoining property owners to implement these acquisitions in the form of temporary and permanent easements to IDOT. The Village is not a party to these acquisitions.
- Bicycle improvements. During the project development process, members of the bicycling community actively and aggressively lobbied for additional bicycle accommodations on Sheridan Road. IDOT responded with a bicycle use study and made a determination that additional bicycle accommodations are warranted. Their project design therefore includes providing separate, striped bicycle lanes **on the Glencoe portion** of Sheridan Road, from Lake Cook Road to Scott Avenue. On the Winnetka portion, from Tower Road to Winnetka Avenue, the pavement is not wide enough for separate bicycle

lanes, so IDOT proposes to provide shared lane striping using the following “sharrow” pavement-marking symbol:



This is not a separate bike lane – it is a shared lane.

For the Ravine section, from Tower Road to Scott Avenue, the existing prohibition on bicycle traffic will continue. Bicycle wayfinding signage will be installed by IDOT on Tower Road, Old Green Bay Road, and Scott Avenue, directing bicyclists around the Ravine section. The Village will be responsible for future maintenance of the signage and the pavement markings. The project plan includes the installation of 25 signs and 92 “sharrow” markings to be maintained by the Village. Staff estimates that the “sharrow” markings will need to be refreshed approximately every 3-4 years, while signage replacement will take place every 10-15 years. This results in an anticipated annual expense to the Village of \$1,500 to \$2,000.

Project Status and Next Steps

IDOT has completed the plans and specifications for the project, and is prepared to advertise the project for bidding in late July. Construction will likely commence in September, and probably will not be finished before winter, necessitating completion in Spring, 2016. Prior to IDOT constructing the project, they have required two actions from the Village. First, they require the Village’s concurrence with the proposed bicycle striping and signage, in the form of the Village’s signature on the attached letter of concurrence dated March 16, 2015. Second, they require the Village’s signature on the attached Letter of Understanding dated May 13, 2015, which obligates the Village to cleaning and light maintenance of the new storm sewer, and continued maintenance of the roadway under the current maintenance agreement between the Village and IDOT. Of importance, IDOT has not requested or required financial participation from the Village for this project, other than in the form of continued future maintenance of the striping, roadway, signage, and storm lines, as is currently done. The Village Attorney has prepared Resolution R-22-2015 which authorizes and directs the Village President and

the Village Clerk to execute and seal, on behalf of the Village, the final Letter of Understanding and Letter of Concurrence.

Because the project traverses through the Village of Glencoe, they have received, and their Village executed, similar Letters of Concurrence and Understanding for their portion of the project.

Recommendation:

Consider adoption of Resolution R-22-2015 authorizing the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Letter of Understanding and Letter of Concurrence for the Sheridan Road resurfacing and drainage project.

Attachments

1. Resolution R-22-2015
2. Letter of Concurrence
3. Letter of Understanding

**A RESOLUTION APPROVING A LETTER OF UNDERSTANDING AND
A LETTER OF CONCURRENCE
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR
IMPROVEMENTS TO SHERIDAN ROAD**

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

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

WHEREAS, the Illinois Department of Transportation (“*IDOT*”) has jurisdiction over Sheridan Road located within the Village; and

WHEREAS, IDOT intends to construct, at its own expense, improvements to Sheridan Road, including pavement resurfacing and stormwater drainage improvements (“*Improvements*”); and

WHEREAS, in exchange for constructing the Improvements, IDOT desires the Village to execute a letter of understanding under which the Village would perform maintenance of the completed Improvements (“*Letter of Understanding*”); and

WHEREAS, after conducting a bicycle use study of Sheridan Road, IDOT desires to paint pavement markings on Sheridan Road to designate shared motor vehicle and bicycle lanes (“*Bicycle Markings*”); and

WHEREAS, IDOT desires the Village to execute a letter of concurrence demonstrating the Village’s consent to IDOT painting the Bicycle Markings on Sheridan Road in conjunction with the Improvements (“*Letter of Concurrence*”); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to execute the Letter of Understanding and the Letter of Concurrence;

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

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

SECTION 2: APPROVAL OF LETTERS. The Village Council hereby approves the Letter of Understanding in substantially the form attached to this Resolution as **Exhibit A**, and the Letter of Concurrence in substantially the form attached to this Resolution as **Exhibit B**, and both in a final form approved by the Village Attorney.

July 7, 2015

R-22-2015

SECTION 3: AUTHORIZATION TO EXECUTE LETTERS. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Letter of Understanding and Letter of Concurrence.

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

ADOPTED this 7th day of July, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk



Illinois Department of Transportation

Division of Highways / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

Project and Environmental Studies
Sheridan Road
Lake-Cook Road to Winnetka Avenue
Cook County

March 16, 2015

Mr. Steven M. Saunders
Director of Public Works/Village Engineer
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Dear Mr. Saunders:

This is in response to your letter dated May 27, 2014 and subsequent discussions concerning the Department's proposed improvement of Sheridan Road in the Villages of Winnetka and Glencoe in Cook County. In particular, the Village of Winnetka requested the Department further evaluate the feasibility of accommodating bicyclists along Sheridan Road. As you are aware, the Department is proposing to resurface Sheridan Road from Lake-Cook Road to Winnetka Avenue as part of contract CN#60G48 which has a scheduled letting in June of 2015. A Technical Memorandum is attached which further outlines the details of the study which is summarized below.

Sheridan Road generally consists of one lane in each direction (varying from 11 to 15 feet in width) along with left-turn lanes at isolated locations and carries 4,100 to 8,800 vehicles per day. The posted speed limit varies from 20 to 30 miles per hour. According to our policy, an on-road bike accommodation could be provided which would consist of a 4-foot wide painted bike lane. In constrained locations, there is an option to sign and stripe the roadway for shared usage by both automobiles and bicyclists. In some instances, it may be safer to re-route bicyclists to other locations and/or routes. A review of the existing conditions reveals that a combination of strategies would need to be implemented along this corridor.

As discussed in the September 18, 2014 meeting with the Villages of Winnetka and Glencoe, Sheridan Road from Lake-Cook Road to Scott Avenue generally has 15-foot wide existing travel lanes. As part of the Department's resurfacing contract CN#60G48, the pavement can be restriped to include a minimum 4-foot wide bicycle lane and an 11-foot wide through lane. Sheridan Road from Tower Road to Winnetka Avenue generally has lane widths of 14 feet; however, the lane widths reduce to 11 feet at Tower Road to accommodate left-turn lanes. In order to accommodate on-road bicyclists throughout this corridor, shared-use lanes utilizing "sharrow" pavement markings can be provided.

Mr. Steven M. Saunders
March 16, 2015
Page 2

As you are aware, bicyclists are currently prohibited from utilizing Sheridan Road from Scott Avenue to Tower Road. The Department re-evaluated this corridor to determine whether the prohibition was still warranted. It was noted that the automobile as well as bicyclist sight distance is negatively impacted by the narrow roadway width on curvilinear alignment as well as roadside sight obstructions including steep embankments and dense vegetation. As a result, the bicyclist prohibition along this section of Sheridan Road will remain.

Bicyclists are encouraged to utilize Old Green Bay Road which is approximately 1,900 feet west of, and parallel to, Sheridan Road. As discussed at the meeting, the Department will install way finding signs on Sheridan Road directing bicyclists to use Tower Road and Scott Avenue to access Old Green Bay Road. The respective villages would be responsible for the future maintenance of the on-road bicyclist related pavement marking and signage along the corridor. If you concur with these accommodations being included as part of the Department's resurfacing contract CN#60G48, please state so at the end of this letter so that we may draft a Village-State agreement.

Lastly, we recommend the Village of Winnetka install way finding signs along Old Green Bay Road directing bicyclists back to Sheridan Road using Tower Road and Scott Avenue. In addition, we recommend that Tower Road, Scott Avenue, and Old Green Bay Road be striped to accommodate on-road bicyclists.

If you have any questions or need additional information, please contact me or Carlos Feliciano, In-House Studies Unit Head, at (847) 705-4106.

Very truly yours,



John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

cc: The Honorable Gene Greable, Village President of Winnetka
The Honorable Lawrence Levin, Village President of Glencoe
Christine Van Dornick, P.E., Village of Glencoe

Letter of Understanding
Village of Winnetka/State of Illinois
Sheridan Road, Lake Cook Road to Winnetka Avenue
State Section No.: (112&112X) RS-6
State Job No.: C-91-480-09
State Contract: 60G48
County: Cook
LU-115-013

LETTER OF UNDERSTANDING

The State of Illinois, through its Division of Highways, hereinafter referred to as the STATE, is desirous of improving Sheridan Road, between Lake Cook Road and Winnetka, within the VILLAGE OF WINNETKA, hereinafter referred to as the VILLAGE, in the County of Cook, Illinois, STATE Section (112&112X) RS-6, by making the following improvements:

Resurfacing, drainage improvements, sidewalk removal and replacement, including the installation of detectable warnings to conform with Americans with Disabilities Act (ADA), combination concrete curb and gutter removal and replacement, installation of bicycle and shared lane pavement markings, installation of bicyclist informational signing, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications.

In order that the STATE and the VILLAGE may benefit by this proposed improvement, we are requesting concurrence with the following:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish

engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications, and contract.

2. We ask the VILLAGE to sign the plan approval page, that is part of this document, or provide us with a letter approving the plans and specifications as prepared.
3. We ask the VILLAGE not to permit driveway entrance openings to be made in the curb, as constructed, of STATE maintained highways improved as part of our project, without first obtaining our consent.
4. The STATE will cause private utilities to be relocated at no expense to the STATE or VILLAGE.
5. Upon final field inspection of the improvement and so long as Sheridan Road is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
6. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement, within the VILLAGE's municipal limits, which are not maintained by the STATE, including all existing sidewalks and all sidewalks constructed as part of this improvement, parkways, bicycle and shared lane pavement markings, bicyclist informational signing, VILLAGE owned utilities including appurtenances thereto, and shall

maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Sheridan Road. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

Approval of this Letter of Understanding shall be considered as concurrence with and acceptance of all terms contained herein, and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Attest:



Clerk

(SEAL)



VILLAGE OF WINNETKA

By: _____
(Signature)

By: _____
(Print or Type)

Title: President

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

Date: _____

Job No.: C-91-480-09
Agreement No.: LU-115-013

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Sheridan Road, between Lake Cook Road and Winnetka Avenue, STATE Section (112&112X) RS-6, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's maintenance obligations described herein.



APPROVED _____

DATE: _____



Agenda Item Executive Summary

Title: Northwest Winnetka Stormwater Improvements - Change Order (Bell Lane)

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

Agenda Date: 07/07/2015

Consent: YES NO

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

Item History:

Consideration to include the addition of the reconstruction of Bell Lane to the Northwest Winnetka Stormwater Improvement Project.

Executive Summary:

On March 5, 2015 Public Works presented a list of recommended roadways to be rehabilitated as part of the 2015 Street Rehabilitation and Public Improvement Program; (Bid Number 015-002). One of the roadways that was not included in the final recommendation but was part of the original bidding documents was Bell Lane. Due to the current condition of Bell Lane this roadway was recommended to be completely reconstructed. Because of the extensive amount of work scheduled to take place on Tower Road, as part of the Northwest Stormwater Improvement Project, and the coordination that would need to take place between different contractors staff chose to remove Bell Lane from the annual street rehabilitation project. Staff did however anticipate that Bell Lane could be redone as part of the next years street rehabilitation program.

Because of the favorable construction numbers received from ALamp Concrete for the new concrete roadway on Tower Road, staff approached ALamp for their consideration to rehabilitate Bell Lane as a new concrete roadway as part of the existing contract. Prior to approaching ALamp staff compared the bidding prices received for the 2015 Street Rehabilitation Program against the Northwest Winnetka Stormwater Project and determined that a cost saving of \$8,922 would be derived by including this roadway as part of the Northwest Stormwater Project. ALamp Concrete has agreed to hold their pricing for this work, and has also agreed to have this roadway completed by the end of October 2015. In the end the Village would construct a more durable roadway that would require less maintenance over the useful life of the road, and all at a reduced price.

Based on the needs of the roadway, the agreement by ALamp Concrete to maintain their bidding numbers, the cost savings derived by the Village, and the improved life cycle of the new roadway staff would recommend approving this change order to include Bell Lane as part of the Northwest Winnetka Stormwater Improvement Project. The improvement will be funded from the General Fund Street Rehabilitation account, not the stormwater fund.

Recommendation:

Council to consider approving the change order to include the replacement of Bell Lane as part of the Northwest Winnetka Stormwater Improvement Project for a price not to exceed \$192,312.

Attachments:

Proposal from ALamp Concrete.

May 7, 2015

Mr. James Bernahl
Assistant Director of Public Works & Engineering
Village of Winnetka
1390 Willow Rd
Winnetka, IL 60093

Re: Forest Glen & Greenwood Ave Stormwater Improvements
Change Order #2 – Bell Ln Roadway Improvements

Mr. Bernahl,

Please accept this letter as A Lamp agreement to complete the roadway reconstruction of Bell Ln utilizing the unit pricing already established on the Forest Glen & Greenwood Ave Stormwater Improvements project. Per the attached scope breakdown, we anticipate the work to be completed for a cost not to exceed \$192,312.00. We also understand that this work will be added as a change order to the aforementioned project.

If you have any additional questions or comments regarding this matter, please do not hesitate to contact me.

Sincerely,
A Lamp Concrete Contractors, Inc.



Jeff Moyer
General Manager

Cc: Job File 15001

BELL LN. QUANTITIES
 A LAMP UNIT PRICES FOR N.W. DRAINAGE PROGRAM
 DATE 3/19/2015

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
EARTH EXCAVATION	CU YD	780	\$ 40.00	\$ 31,200.00
GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1925	\$ 0.50	\$ 962.50
TOP SOIL, FURNISH & PLACE, 4"	SQ YD	510	\$ 2.00	\$ 1,020.00
PORTLAND CEMENT CONCRETE SIDEWALK REM. & REPL.	SQ FT	120	\$ 6.00	\$ 720.00
DETECTABLE WARNING	SQ FT	16	\$ 35.00	\$ 560.00
DRIVEWAY PAVEMENT REMOVALSQ YD	SQ YD	165	\$ 15.00	\$ 2,475.00
ADJUST STRUCTURES	EACH	6	\$ 450.00	\$ 2,700.00
SODDING, SPECIAL	SQ YD	510	\$ 5.00	\$ 2,550.00
AGGREGATE BASE COURSE, CA-6, 6"	SQ YD	1925	\$ 6.00	\$ 11,550.00
PORTLAND CEMENT CONCRETE PAVEMENT 9", SPECIAL	SQ YD	1925	\$ 53.50	\$ 102,987.50
COMBINATION CURB & GUTTER, REMOVE & REPLACE	FOOT	1523	\$ 19.00	\$ 28,937.00
HMA DRIVEWAY, 3"	SQ YD	155	\$ 40.00	\$ 6,200.00
PCC DRIVEWAY, 7"	SQ YD	10	\$ 45.00	\$ 450.00
TOTAL ESTIMATE OF COST				\$ 192,312.00



Agenda Item Executive Summary

Title: Resolution No. R-24-2015: Downtown Master Plan- Consultant Approval (Adoption)

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date: 07/07/2015

Consent: YES NO

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

Item History:

September 9, 2014 Village Council meeting, pp. 172 - 231
 November 11, 2014 Village Council meeting, pp. 18 - 34
 December 9, 2014 Village Council meeting, pp. 2 - 18
 February 3, 2015 Village Council meeting, pp. 270 - 289
 June 16, 2015 Village Council meeting, pp. 89 - 226

Executive Summary:

Earlier this year, Council directed Staff to proceed with a Request for Proposals (RFP) for downtown master planning services. During May and June, 2015, a team including Village Staff and Trustees conducted a thorough evaluation and interview process, including two full rounds of interviews and multiple meetings. As a result, the team reached consensus on a recommended consultant team to craft Winnetka's Downtown Master Plan: Teska Associates, including Goodman Williams Group and Sam Schwartz Engineering.

Teska Project Manager Mr. Michael Blue and Teska Principal Mr. Lee Brown were present at the June 16 Regular Council meeting to review their qualifications, scope of work, and planned approach. They focused heavily on the critical components, including community engagement and market analysis. While the Council concurred with the recommendation to hire Teska Associates, staff followed-up on several areas, which are outlined in more detail in the Agenda Report, including: 1) cost and capacity for the market analysis; 2) project schedule; 3) structure of the proposed Steering Committee and Working Group; and 4) terms of an agreement.

The Village Attorney has prepared Resolution No. R-24-2015 to authorize the Village to engage Teska Associates to develop Winnetka's Downtown Master Plan. Teska concurs with the agreement, which reflects the scope of work from the Village RFP and their proposal, as well as the not-to-exceed cost of \$147,920.

Recommendation:

- 1) Consider authorizing Resolution No. R-24-2015 to engage Teska Associates to provide Downtown Master Plan Services to the Village, for a not-to-exceed amount of \$147,920.
- 2) Consider authorizing the proposed structure and make-up of the Steering Committee and Working Group.

Attachments:

Agenda Report
 Attachment #1: Teska Memo / Project Schedule
 Attachment #2: Master Plan Committee Structure
 Attachment #3: Resolution No. R-24-2015, Authorizing an Agreement with Teska Associates to Provide Downtown Master Plan Services

AGENDA REPORT

- SUBJECT:** Resolution No. R-24-2015: Downtown Master Plan – Consultant Approval
- PREPARED BY:** Robert Bahan, Village Manager
Michael D'Onofrio, Director of Community Development
Megan Pierce, Assistant to the Village Manager
- DATE:** July 1, 2015
- REF:** September 9, 2014 Village Council meeting, pp. 172-231
November 11, 2014 Village Council meeting, pp. 18-34
December 9, 2014 Village Council meeting, pp. 2-18
February 3, 2015 Village Council meeting, pp. 270-289
June 16, 2015 Village Council meeting, pp. 89-226

Introduction

Pursuit of a downtown master plan as a high priority short-term goal dates back to a Village Council strategic planning session in July, 2014. A Request for Proposals (RFP) was issued in February, 2015 and beginning in March, the Village undertook a thorough evaluation process to determine the most qualified firm to develop a master plan for Winnetka. An internal Village team, consisting of Trustees Krucks and Meyers, Village Manager Bahan, Assistant to the Manager Pierce, Community Development Director D'Onofrio, Assistant Community Development Director Norkus and Charmaine Later, an independent planning consultant retained by the Village for assistance on this project, conducted the evaluation and a series of interviews.

Ultimately, at the June 16 Village Council meeting, the team recommended the Village engage Teska Associates, including Goodman Williams Group and Sam Schwartz Engineering, to create Winnetka's Downtown Master Plan. Following an overview of the selection process and a presentation by Teska representatives, including Mr. Lee Brown and Mr. Michael Blue, the Council concurred with the team's recommendation and directed staff to draft an agreement to engage Teska Associates.

Teska Associates

Teska Associates, located in Evanston, Illinois, is a firm with over 40 years of experience in the planning consulting field. The firm specializes in planning, development economics, community engagement, landscape architecture and site design. Mr. Blue, Teska's Project Manager, will oversee the day-to-day project process. Prior to coming to Teska approximately two years ago,

Mr. Blue was the Community Development Director in Highland Park, Illinois for ten years. Mr. Brown, who will act as the Principal for the Plan, has more than 30 years' experience in municipal planning, currently has several planning assignments in the vicinity, including the Village of Glencoe Village Hall and downtown enhancements, and the Laurel Western Redevelopment project in downtown Lake Forest.

Teska will be partnering with two other consulting firms as part of its proposal. First, Goodman Williams Group was selected by the Village to conduct the market analysis. Linda Goodman, Principal, will serve as project manager for this portion of the plan. She has been involved in the market analysis field for nearly three decades and has recently done market analyses in the Villages of Glenview and Wilmette and the City of Evanston. Zach Lowe, Senior Consultant, will provide project support for Goodman Williams.

Teska will also partner with Sam Schwartz Engineering, to address a number of the tasks identified in the RFP, including infrastructure, parking, transportation, and implementation strategies. Sam Schwartz Engineering is a national transportation engineering and transportation planning firm, which has a local office in Chicago.

Teska's proposal calls for completion of the RFP's ten required tasks within a 12-month timeframe. Teska has outlined a budget of \$147,920, including 1,029 hours of staff time from Teska and Schwartz; Goodman Williams' hours are not individually identified, but its portion of the \$147,920 budget is \$29,490. The Village's 2015 budget allocated \$150,000 for this project and \$50,000 for the analysis of the Post Office. Since the Downtown Master Plan project now combines the Plan and Post Office components, the recommended consultant budget is well-below the budgeted funds.

Pending Issues

At the June 16 meeting, the Council raised several matters for further examination before formal project approval. On June 23, Village staff met with Mr. Brown and Mr. Blue to follow-up on these items, which are identified and summarized below.

Goodman Williams Market Analysis – Given the range in budgets of other firms that proposed to conduct the market analysis portion of the Master Plan, the Council questioned whether the \$29,490 budget proposed by Goodman Williams was sufficient for the required tasks. The Council emphasized the importance of this aspect of the scope of work, which covers broad market data analysis, but also site-specific analysis for key community parcels. Teska confirmed their understanding of the anticipated scope of work and deliverables associated with this task. Teska and Goodman Williams are confident the required work can be performed within budget.

Project Schedule – In its proposal, Teska laid out a 12-month timeframe from start to Plan completion. The RFP originally contemplated a project start in April, so given that time has elapsed due to the evaluation process, staff asked Teska to provide an updated project schedule. According to the revised schedule (Attachment #1), Teska will begin the project this month and spend approximately 60 days undertaking data collection and analysis. It is anticipated that the kick-off meeting with the Steering Committee will be held in September. It is expected that in addition to the required Council check-points, the final plan would be presented to the Council during the summer of 2016. For additional details, see *Attachment #1*.

Steering Committee and Working Group – The June 16 presentation also touched on the potential structure for oversight of the Master Plan process, including the recommendation to create a two-tier structure with a Steering Committee and Working Group. See *Attachment #2* for a visual representation of the proposed structure. During the June 23 meeting with Teska, the roles, timeframes, and outcomes of these potential groups was reviewed in detail.

The Steering Committee, proposed to have seven to nine members, would have primary oversight for the Master Plan. The Committee would be a key forum for discussion and deliberation necessary for overseeing the planning process and also facilitate the extensive planned public input. Steering Committee members, supported by Village staff, will weigh in on planning matters and also direct the involvement of the Working Group.

The Working Group would be larger (possibly 25 to 30 members), and would be composed of individual Task Forces—possibly six to eight groups. The Task Forces would be created based on issues and areas of interest, such as design character, sustainability, parking, etc. Community members with expertise and interest in these areas would be appointed to the Task Forces, in order to help facilitate ongoing stakeholder input into the Master Plan, deliberate on specific areas/issues, and play an active role in Plan events.

Teska suggests that the Steering Committee and Working Group meet jointly at both the kick-off and conclusion of the Master Plan. The Working Group then would meet functionally, by individual Task Force, as the Steering Committee addresses issues throughout the Plan process. To more efficiently allocate Teska's time and better integrate the Working Group members with the Steering Committee, Teska proposes the selected Task Forces would meet prior to Steering Committee meetings when issues are scheduled for consideration and require policy direction. This allows Teska to facilitate both meetings, but empowers the Task Forces to individually report their findings for Steering Committee consideration. When not engaged on a specific policy matter for the Steering Committee, members of the Working Group would still be actively engaged in the process—attending engagement meetings and networking in the community about the Plan.

Agreement – Attachment #3, Resolution No. R-24-2015, includes the proposed agreement for services with Teska. The contract was prepared by Holland and Knight and includes a not-to-exceed amount of \$147,920.

Teska Associates has confirmed that it can complete the project, as outlined in its proposal, for the amount specified in the contract. However, it is understood that in the event the Village initiates a significant change in project scope, modifications to the not-to-exceed amount may be necessary. Any changes to the contract amount would have to be agreed upon by both Teska and the Village, prior to additional services being provided. Staff support to and communication with Teska throughout the process will ensure that any significant project scope changes are clearly understood and addressed immediately.

Recommendation

Consider authorizing Resolution No. R-24-2015 to engage Teska Associates to provide Downtown Master Plan Services to the Village, for a not-to-exceed amount of \$147,920.

Consider authorizing the proposed structure and make-up of the Steering Committee and Working Group.

Attachments

Attachment #1: Teska Memo / Project Schedule

Attachment #2: Master Plan Committee Structure

Attachment #3: Resolution No. R-24-2015, Authorizing an Agreement with Teska Associates to Provide Downtown Master Plan Services



Community Planning ■ *Site Design* ■ *Development Economics* ■ *Landscape Architecture*

Memorandum

To: Robert Bahan, Village of Winnetka
Megan Pierce, Village of Winnetka
From: Michael Blue, Teska Associates
Date: June 29, 2015
RE: **Downtown Master Plan Scope of Services Details**

In addition to the description in the Request for Proposals issued by the Village and proposal provided by the Teska team, further detail on the preliminary project schedule and public input elements of the Downtown Master Plan are outlined below.

Project Schedule

Our team is available to begin initial project tasks in July and August after contact approval. This would include base data collection and finalizing the Communications Plan with the Village staff. Community engagement elements of the project should begin in September, when residents have finished summer activities that may keep them out of town and unavailable to participate in public input activities. As has been discussed, we anticipated a 12 month timeframe for the plan. The process can be keyed to the monthly stakeholder meetings as preliminarily noted below. In addition, the three update meetings with the Village Council will be programmed into this schedule. These meetings would certainly be open to the community as part of the overall public engagement effort.

Sept: Project Initiation (scope, expectations, and tour)
Oct: Existing conditions (Phase 1 Deliverable)
Nov: Market findings (Phase 3 Deliverable)
Dec: Vision (Phase 2 Deliverable)
Jan: Parking and Circulation (Phase 5 Deliverable)
Feb: Key sites 1 (Phase 4 Deliverable)
March: Key sites 2 (Phase 4 Deliverable)
April: Infrastructure and urban design (Phase 6 Deliverable)
May: Land use and Regulatory process (Phase 7 Deliverable)
June: Draft plan findings
July: Final plan

Project Input Structure: Steering Committee and Working Group

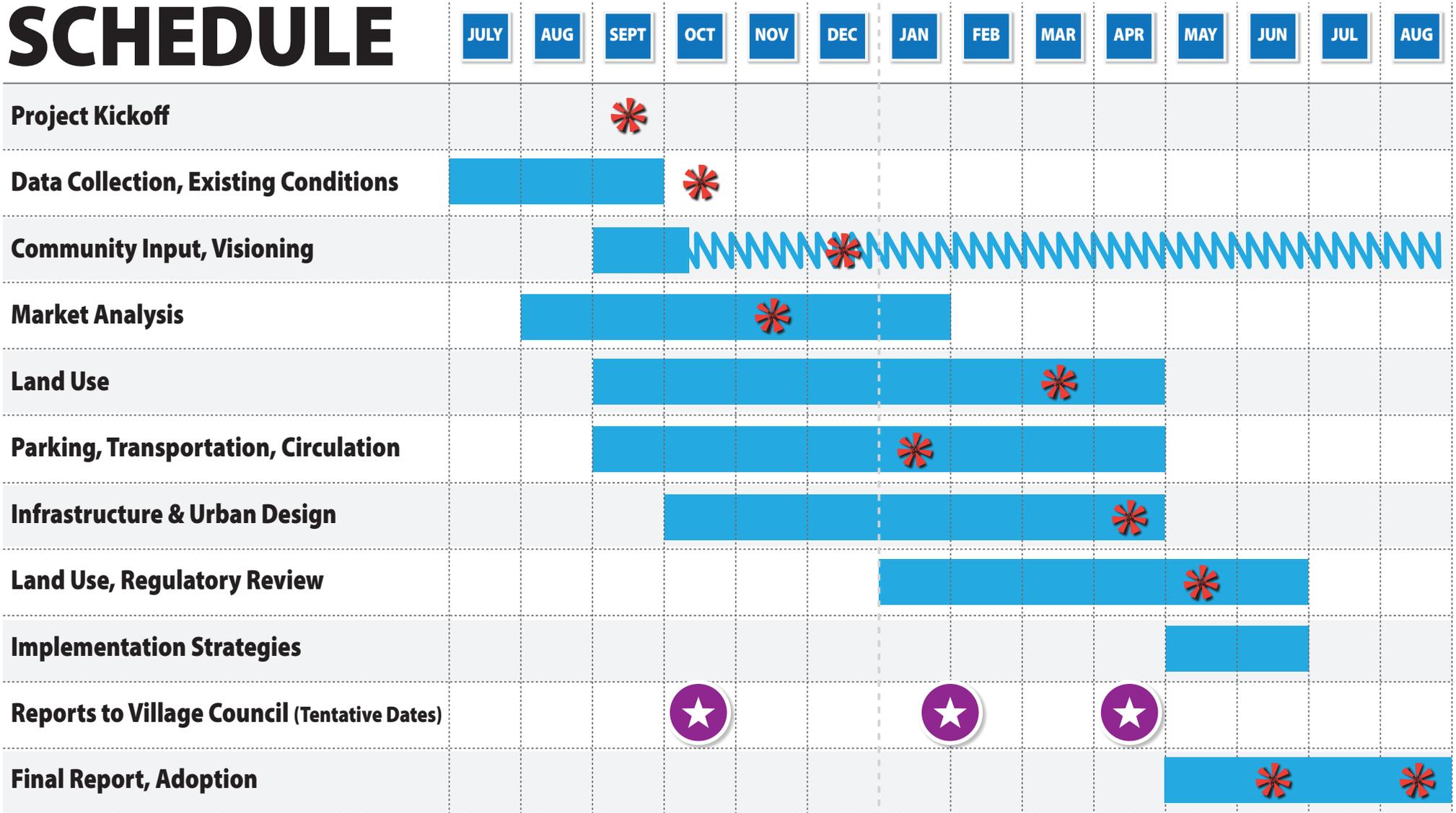
The Steering Committee and Work Groups will be a key structure of the plan process. The Steering Committee will serve as the primary point of plan deliberation and discussion as the consultant team reviews findings and formulates recommendations. As described above, the Steering Committee would meet monthly. An important initial step will be to define a regular meeting day for the groups (for example, the third Thursday of the month).

The Working Groups are an opportunity to support Steering Committee deliberation and advance wide outreach and consideration of the plan by the community. The Working Groups would be formed around plan topics such as: Business and Retail Markets, Zoning and Development Regulations, Parking, Circulation and Connectivity, and Character and Urban Design.

Working group members would be appointed by the Village President and Village Council, with recommended members coming from staff and others. Size of the groups can be flexible but should be manageable (perhaps 10 to 12 people). Each member of a Working Group would be invited to attend the first Steering Committee meeting (which will focus on the project scope and expectations, and include a tour of the business districts). In addition each group would be asked to attend one group workshop on their topic, sharing their insights, experience and expertise. The meetings would be held the same day as and just before the Steering Committee meetings. To the extent possible, the Working Group meetings should correspond to the relevant topic to be discussed at the Steering Committee. This input would be incorporated into the plan deliberations. In addition, all Working Group members would be expected to share their experiences working on the plan with other residents and encourage them to become involved in the process.

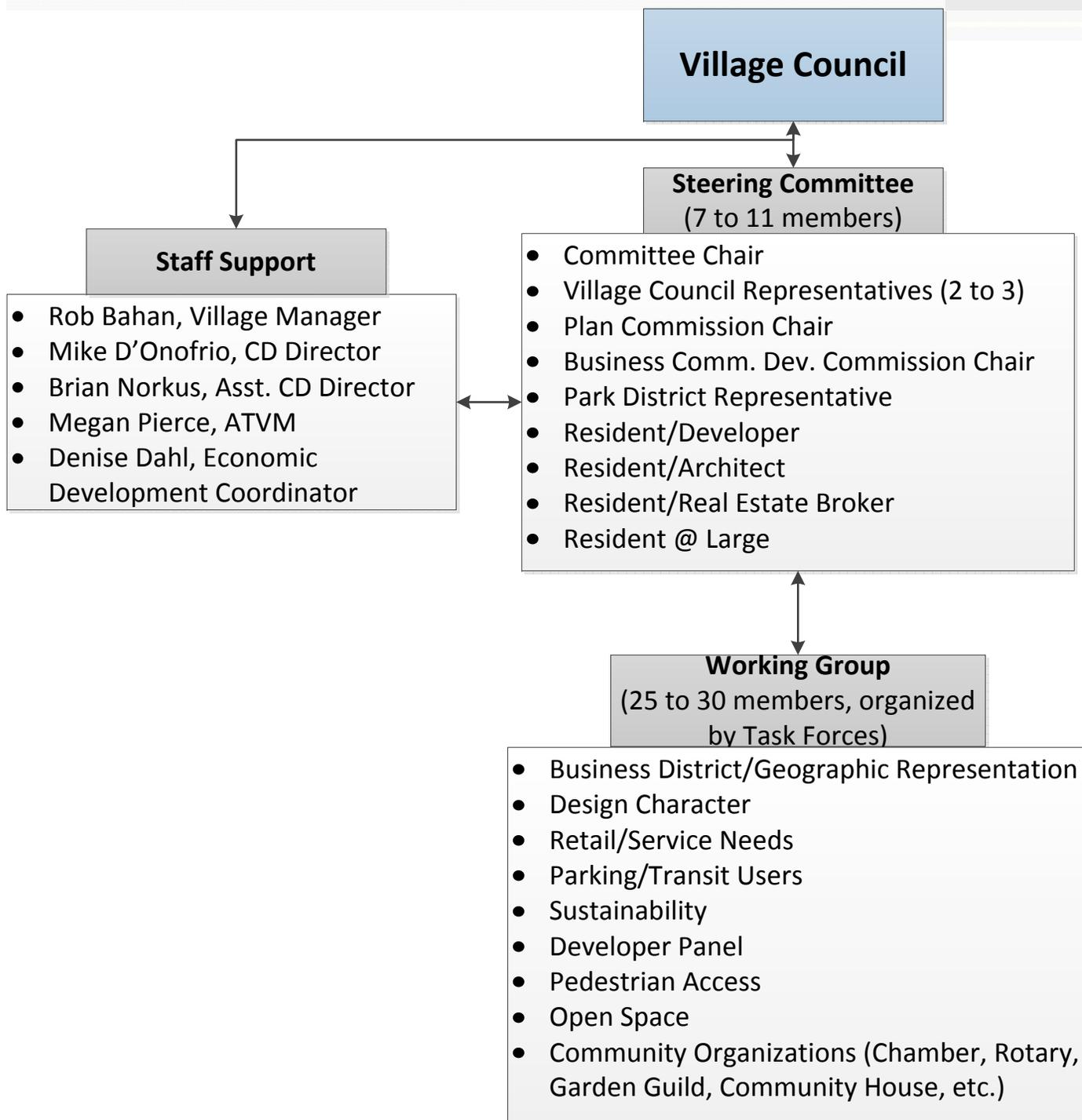
VILLAGE OF WINNETKA: DOWNTOWN MASTER PLAN

SCHEDULE



Steering Committee Meetings

2015 | 2016



R-24-2015

**A RESOLUTION APPROVING AN AGREEMENT WITH
TESKA ASSOCIATES, INC.,
FOR THE DEVELOPMENT OF A DOWNTOWN MASTER PLAN**

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

WHEREAS, the Village desires to obtain professional consulting services for the development of a master plan for downtown Winnetka (“*Services*”); and

WHEREAS, on February 17, 2015, the Village issued a request for proposals for the performance of the Services; and

WHEREAS, Teska Associates, Inc. (“*Consultant*”), submitted a proposal to the Village to perform the Services in an amount not to exceed \$147,900.00; and

WHEREAS, the Village has determined that Consultant’s proposal to perform the Services best meets the needs of the Village; and

WHEREAS, the Village desires to enter into an agreement with Consultant for the performance of the Services in an amount not to exceed \$147,900.00 (“*Agreement*”); and

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

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

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

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit 1** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

July 7, 2015

R-24-2015

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

ADOPTED this 7th day of July, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT 1
AGREEMENT

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the ____ day of June, 2015, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. CONSULTANT.

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

Consultant Name ("Consultant**"):** **Teska Associates, Inc.**

Address: **627 Grove Street**
Evanston, IL 60201

Telephone No.: **847.869.2015, ext. 200**

Email: **mblue@TeskaAssociates.com**

Project Name/Description: **Downtown Master Planning**

Agreement Amount: **\$147,920.00**

B. Project Description. The Consultant shall provide the Village with professional services associated with development of a Downtown Master Plan for the Village's three commercial business districts. The Plan will be considered an update to the *Winnetka 2020 Comprehensive Plan* which was adopted in 1999, all as more thoroughly described and provided in Consultant's Proposal attached as **Exhibit A ("**Proposal**")**.

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

SECTION 2. SCOPE OF SERVICES.

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

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

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services on or before September 30, 2016, pursuant to the schedule included in the Proposal ("**Time of Performance**"). The Village and the Consultant may modify the Time of Performance by mutual agreement. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the Village.

D. Reporting. The Consultant shall regularly report to the Village Manager, or the Manager's designee, regarding the progress of the Services during the term of this Agreement and as otherwise specifically provided in the Proposal.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

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

D. Claim In Addition To Agreement Amount.

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

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

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

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

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

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written

consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

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

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

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

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

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

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative

action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

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

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

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

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

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

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093

Attention: Village Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Peter M. Friedman, Village Attorney

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

Michael Blue, FAICP
Teska Associates, Inc.
627 Grove Street
Evanston, Illinois 60601

With a copy to:

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

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

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

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

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

J. Authority to Execute.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of June, 2015.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village President

ATTEST:

TESKA ASSOCIATES, INC.

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL

A PROPOSAL FOR

Village of Winnetka's **DOWNTOWN MASTER PLAN (RFP #015-005)**



Submitted by Teska Associates, Inc.
March 11, 2015



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March 11, 2015

Mr. Nick Mostardo, Purchasing Agent
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Dear Mr. Mostardo,

Teska Associates is pleased to submit this proposal to provide professional planning services to the Village of Winnetka to prepare a Downtown Master Plan. Our firm has 40 years of experience providing land use, urban design, economic development, and development regulation services to clients throughout the Chicago area and beyond, including clients on the North Shore. Our team includes Sam Schwartz Engineering who will provide expertise in the areas of parking, transportation, and circulation. We also are recommending three market analysis firms to the Village of Winnetka: Goodman Williams Group, HR&A, and Valerie S. Kretchmer Associates, Inc. Their materials can be found in Section 9.

Teska's experience in planning for commercial areas ranges from the very early stages of visioning and policy development to helping clients select and negotiate with preferred developers for selected sites. The firm's professionals have backgrounds in varied areas of planning practice that allow us to provide expertise in many aspects of commercial area planning such as: land use, zoning, landscape architecture, urban design, site planning and development evaluation. In addition, our clients include both the public and private sectors. In working with the development community, we have come to understand well the realities and fine details faced by developers in site design.

For this assignment, the Project Manager who will lead all aspects of the work and serve as primary contact person for the proposal, is Michael Blue, FAICP. Michael has nearly 30 years of experience in planning, having worked in both the public and private sectors. For ten years, Michael was Director of Community Development in nearby Highland Park. Our Project Principal for the assignment is Scott Goldstein, AICP, LEED AP. Scott brings particular expertise in the area of economic development and will be the firm's point person integrating land use strategies with market analysis. Scott will work closely with the market analysis firm selected by the Village to ensure continuity between market conditions (current and future) and land use decisions.

The lead for Sam Schwartz Engineering will be Mark de la Vergne, the firm's Growth + Innovation Principal and Director of Transportation Planning. Mark has been described by ENR Midwest as "one of the nation's leading experts on multi-modal transportation," and will bring his experience to the unique conditions of Winnetka's business districts, which have a wide variety of transportation assets and challenges, from parking to pedestrian and bicycle movement.

The consultant team stands ready to assist the Village of Winnetka in preparing a downtown plan. Having served many communities facing similar questions about business district success, we understand the complexities of balancing Village and property owners' needs, the delicate balance between a desirable community character and the intensity of development needed for a viable project, and the difference between having enough parking and having it located where it is most desired by shoppers.

Similarly, our team understands working in built-out, well-established communities with high expectations. Having served virtually every community on the North Shore, we understand the great importance of decisions these communities face. Being so well established, there can be much concern over even seemingly small changes in land uses, or even individual stores. Planning in this type of community requires preparation and communication, as is reflected in the work approach set out in the RFP. We respect, appreciate, and have extensive experience working in these types of environments.

The direction set forth by the Village for this plan in the RFP is clear and appropriate. The selected consultants must be mindful of advancing community needs, acknowledging market realities, and creating an implementable plan. This is an approach we embrace and feel very comfortable with. We look forward to discussing our credentials and this assignment with you further, and having a chance to serve the Village in preparing a new downtown plan.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Blue". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael Blue, FAICP
Principal

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SECTION ONE

APPROACH

6 GUIDING PRINCIPLES

Our approach to preparing Winnetka’s Downtown Master Plan is guided by 6 primary principles:

1 UNDERSTANDING THE AREA

Teska Associates, Inc. has worked in virtually every community in the North Shore, including Winnetka. The firm’s experiences range from comprehensive and downtown plans to strategic planning.

2 UNDERSTANDING THE COMMUNITY AND BUILDING ON WHAT’S BEEN DONE

Winnetka’s Downtown Master Plan will continue the community’s vital planning traditions in maintaining strength in its commercial corridors.

3 PLANS THAT ARE IMPLEMENTATION ORIENTED

Implementation steps will rely on available budgets and resources to create a manageable list of priorities.

4 SUCCESSFUL COMMUNITY INPUT

Residents’ opinions and feedback on the process will be accommodated in a variety of formats to involve the most people possible.

5 PARKING, TRANSPORTATION AND CIRCULATION

Improving the parking situation will involve a study of supply, demand and messaging.

6 STAYING ON BUDGET AND SCHEDULE

Teska Associates, Inc. celebrates 40 years of projects completed on time and on budget.

Virtually every community in the Chicago area would be envious of the strengths of the business districts in Winnetka – with high median income and spending power, multiple Metra stations with frequent trains and one of the highest transit ridership levels in the region, unique destination stores and restaurants, and interesting architecture. Yet there are significant challenges to take advantage of these resources, from limited parking to aging buildings on small lots, to complex land ownership.

The goals and purpose of the downtown plan are well articulated in the Request for Proposals. We agree that a robust, transparent community planning process is absolutely essential to help maintain a community of lasting value. Further, the plan should be developed to understand and reflect marketplace realities, and apply those findings to land use, zoning, and infrastructure decisions. Lastly, and perhaps most significantly, the plan and the process of preparing the plan must provide elected officials with the confidence needed to make sound decisions to implement the plan. All these areas of focus identified by the Village are ones with which we concur and incorporate into our work. With that in mind, key aspects of our approach to this assignment are described below.

1: Understanding the Area

Teska has worked extensively in virtually every community along the North Shore, including recently working with the Village of Winnetka on a stormwater management assignment (The Water Solutions Project). We thoroughly understand the level of expectations in these communities and it is our home base. Our team's principals have a professional and / or community service relationship with nearly every community along Lake Michigan from Evanston to Lake Bluff. Just a few of Teska's relevant work projects are having served:

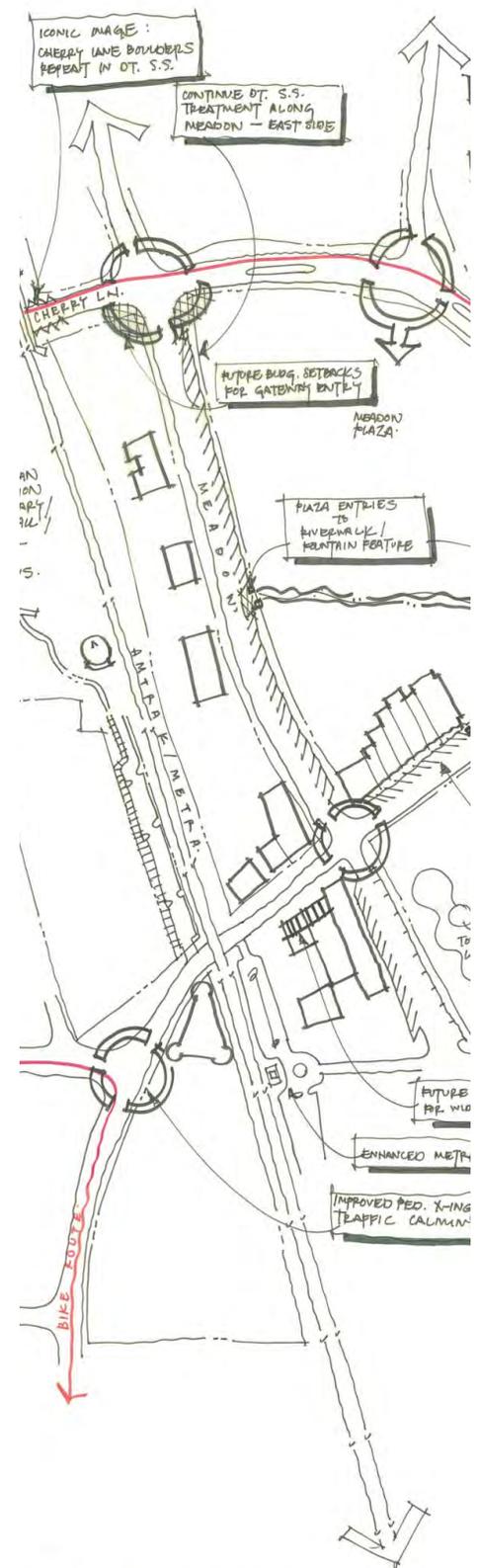
Village of Glencoe: Teska has prepared comprehensive and downtown plans for the Village. This included evaluating redevelopment options for the Village Court parking lot in the downtown. The options included construction of a parking structure, a mixed use redevelopment, enhancing the existing parking lot, or maintaining the status quo. These options were considered in light of how they would impact the character of downtown, the existing businesses, and parking in the area. To understand visual impacts, three dimensional bulk studies of the site were prepared. A complete parking analysis and community survey on parking issues were also conducted. A robust community input process is currently involving a range of both "high-tech" and in person techniques into an update of the comprehensive plan that has a major focus on the downtown area.

City of Lake Forest: The City of Lake Forest acquired property and buildings on the northern edge of its historic downtown over a number of years. The properties have been put to various public and private uses, all of which had become obsolete.

The City had offered the property to private developers, but had found the proposals for development wanting. The City retained Teska Associates to prepare a strategic plan for redevelopment and to orchestrate the selection of a private developer to achieve the goal of redevelopment that fit its context and contributed to the strength and diversity of its downtown and neighborhoods. Along the way, Teska prepared development guidelines, adopted by Plan Commission and City Council, which provided guidance for the selection of a development team most likely to achieve both City and developer goals. The result was the successful recruitment and selection of Focus Development, which has planned a mixed residential redevelopment of 174 dwellings with a development pattern that leaves more than 60% of the 10 acre site in public open space.

Northbrook Downtown: Teska worked with the Village to evaluate redevelopment scenarios in light of development market potentials, site development potential and Village goals for redevelopment. A separate market analysis firm provided market evaluation services on this project and brought the insights of active developers who informed the process on market realities.

Midtown Square, Downtown Glenview: Teska worked last year with the developer of the largest mixed-use redevelopment effort in Downtown Glenview. Teska completed the fiscal analysis to show the benefits and costs to the Village. The project was recently completed. Through these experiences with private developers, we understand the dynamics of downtown redevelopment from the vantage of both public and private sectors.



PRELIMINARY SKETCH PLAN FROM PLANNING WORKSHOP.



WINNETKA VILLAGE HALL

2: Understanding the Community and Building on What's Been Done

Winnetka has a long planning and implementation history, the first plan having been adopted in 1921. What is exciting is that these efforts can be seen every day by residents in the form of significant improvements like the below grade railroad line or creating Green Bay Road from a collection of existing streets to move traffic off of Sheridan (as recommended in that 1921 plan).

The unique nature of the multi-centered downtown requires a coordinated approach that takes into account the unique assets and challenges of each area into account. We will work to build on the personality and market niche of each district to maximize the experience of each one. The goal is not simply more development; it is about a sense of community well-being, quality of life and local pride.

The Downtown Master Plan will continue this planning tradition to maintain the strength and relevance of the commercial districts. The start to this process is building on the quality planning work done by and for the Village. In particular, Chapter V of the Winnetka 2020 Comprehensive Plan and the 2013 Urban Land Institute Technical Assistance Panel established a sound basis of local policies, community expectations, and market based insights about the downtown. The directions set in those reports will be evaluated and tested with the community to understand how their recommendations should be considered and incorporated into the downtown plan.

3: Plans that are Implementation Oriented

Plan implementation is an essential component of a useful downtown plan. However, it can't just be a laundry list of high priority items to be accomplished by staff in the 0 to 3 year time frame. It must be understood that implementation tasks are conducted based on available budget and resources.

Too often plans contain a list of action items, failing to realize that the community's plan implementation (as important as it may be) will compete for staff time and resources with other projects and programs. Our team strives to provide implementation actions that are aspirational in objective but practical in how they can be achieved. Where appropriate, some recent assignments – such as the Lombard Revitalization Plan – have formatted as a “project guidebook” to highlight an action oriented approach. Similarly, we are currently completing a Strategic / Economic Development Plan for the City of Warrenville, which is designed to focus on and prioritize a limited number of the most important actions for the community to conduct that will have the greatest impact.

The graphic features the title 'DOWNTOWN LOMBARD' in large, bold, purple letters, flanked by stylized purple flower icons. Below this is a dark purple horizontal bar with the text 'PROJECT GUIDEBOOK REVITALIZATION HIGHLIGHTS' in white. Underneath the bar are seven light purple rectangular boxes, each containing a category name in white capital letters: CONCEPT PLANS, PUBLIC ART, STREET SCAPE, FACADE STUDIES, VISUAL IDENTITY, SIGNAGE DESIGN, and MULTI MODAL.

Q: WHAT IS THE PROJECT GUIDEBOOK?

Over the past several years, the Lombard community has completed a variety of planning and visioning efforts for Downtown Lombard. These efforts represent a series of steps aimed at creating a comprehensive revitalization strategy for Downtown Lombard. The 2009 visioning process identified the community's desires for the improvement and progression of Downtown Lombard.

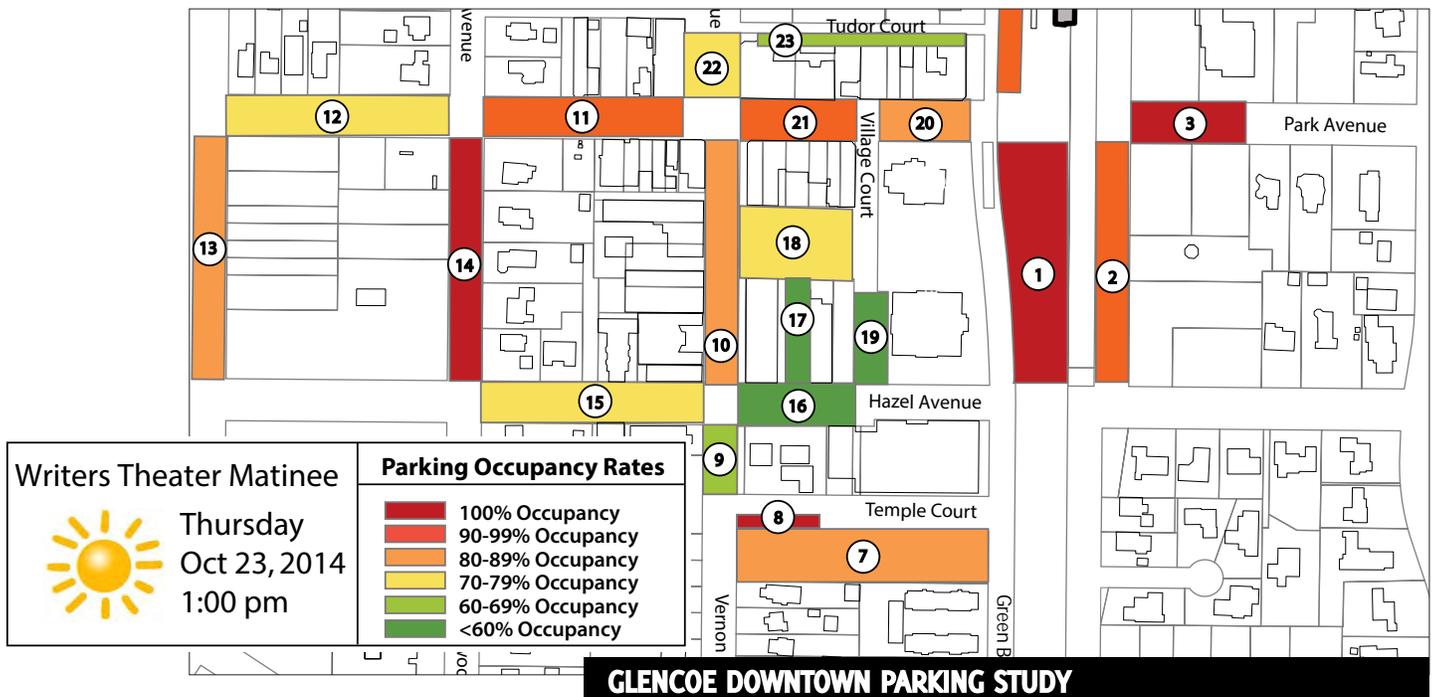
The Lombard Downtown Revitalization Project Guidebook builds upon these efforts by providing a comprehensive and cohesive series of recommendations that outline specific strategies and improvements to guide the community in achieving its vision for a revitalized Downtown. Distin-

EARLY ACTION PROJECTS

- » Façade enhancements *
- » Economic development strategies
- » Development of Hammerschmidt Site
- » Improvements to 10-14 W St Charles sites
- » Consolidation of 104-106 St. Charles sites
- » Redevelopment options on the Fifth Third



In addition to community meetings, interviews, and focus groups, Teska can provide a variety of interactive outreach tools. These examples from Glencoe have helped build excitement and participation in the plan and reached new constituencies that have not typically attended public meetings in the past.



4: Successful Community Input

Successful public input includes a wide range of activities as reflected in the RFP. This is done to ensure that residents, business and property owners, and anyone who is interested has a comfortable forum in which to participate.

Not everyone is comfortable speaking from a podium at a public meeting, some prefer to draw on a map, craft a letter, or send an email from home. These will all be accommodated in the Downtown Plan.

But today's planning projects must embrace and take advantage of modern communications tools. The plan would certainly include meetings with stakeholders, Working Group, and Village Council as noted in the RFP. However, 21st century public engagement is much more. We anticipate using input techniques that include a web site, social media, and a mobile phone plan app. We call this "Total Engagement" and have used it successfully in many communities, particularly in preparing the Glencoe Downtown Tune up. In that process a mobile phone app was used to allow ongoing and easy access to the process, and send timely notifications to interested residents of upcoming events related to the plan.

5: Parking, Transportation and Circulation

The business districts in Winnetka have grown up tied to transportation infrastructure from the historic route of Green Bay Road to the three Metra Stations and the road network that has developed around each of these stations. This has created unique assets for the districts, but also challenges.

Parking is a visitor's first and last experience in Downtown so its importance cannot be understated. And for successful downtowns, the issues associated with parking (convenience, price, location) are often the byproducts of this success. We not only need to address these issues, but also the perception of parking and understand if it matches the reality of the situation. Responding to perceptions, as opposed to realities, often results in poor decision making with regards to the amount of capital and land that is dedicated to parking.

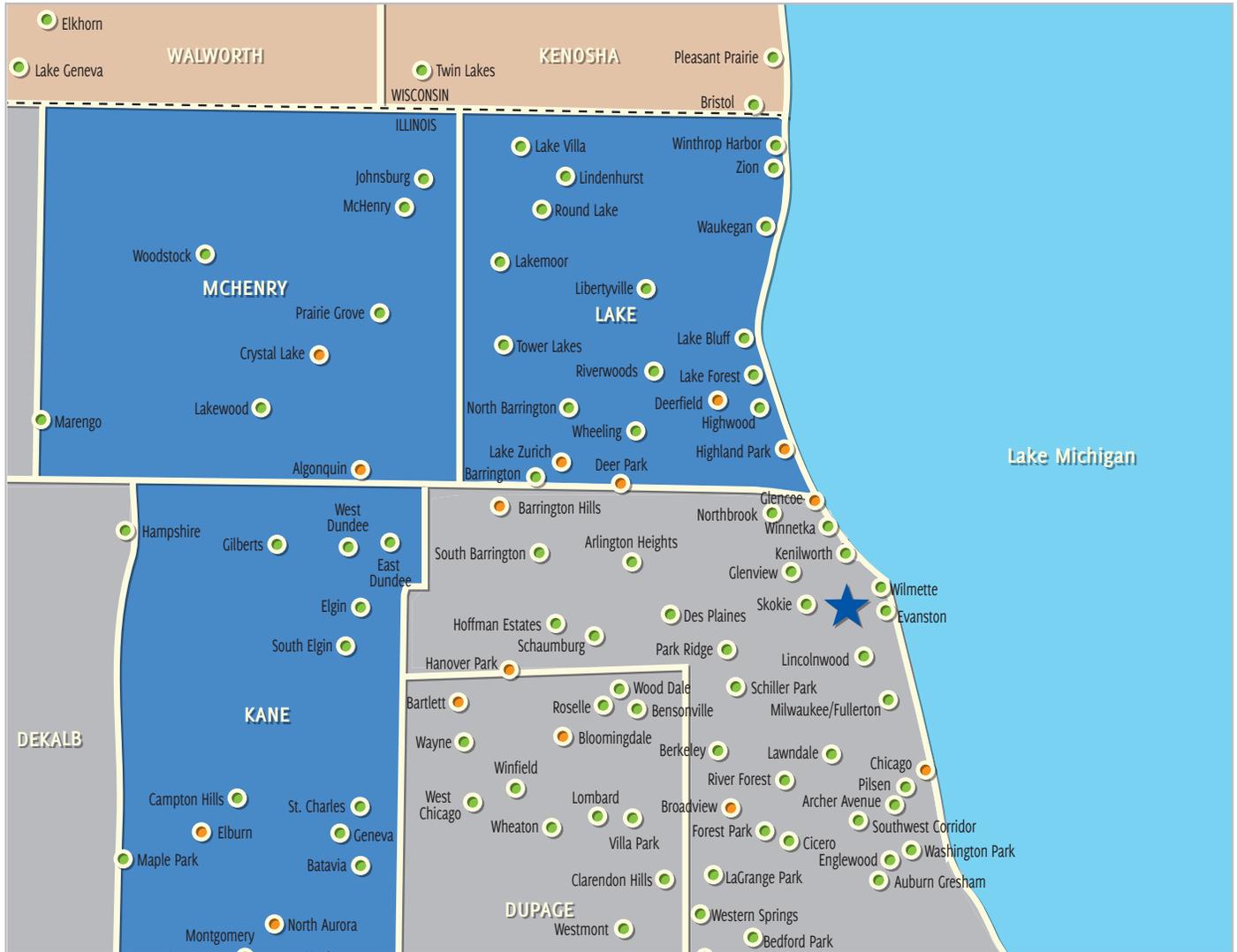
Improving a parking situation requires addressing it from three aspects: supply, demand, and messaging. The easiest solution, providing more parking, is also the most costly solution. Changing demand can be very difficult, because it's a behavior change that takes time and persistence. This is why we also focus on addressing the perception of parking through individual conversations and large public forums. We go beyond simply showing people tables but develop clear and concise infographics that explain the situation and what needs to be improved. This has resulted in great success in making changes in parking decisions on policy, supply, and pricing.

SSE's is a national leader in understanding and taking advantage of pedestrian, bicycle, transit and cars. SSE not only understands innovative design solutions but practical implementation of these techniques that will be custom tailored for Winnetka.



CHICAGO METRO AREA CLIENT MAP

LEGEND ● TESKA CLIENTS ● CONTINUING SERVICE CLIENTS ■ COUNTY CLIENTS ★ OFFICE LOCATIONS



6: Staying on budget and schedule

Teska has a proven record of completing projects on time and on budget. Our clients are communities ranging from large to small; our projects range from simple to complex.

This experience will help us work with Winnetka to ensure thoughtful use of Village resources. Teska celebrates 40 years of service to clients, primarily in and near the Chicago metropolitan area. Many of those clients are repeat customers, some dating back decades. These relationships are built on providing quality work and a commitment to meet clients' needs. This approach would be foremost in our work on the Winnetka Downtown Master Plan.

SECTION TWO

STATEMENT OF QUALIFICATIONS

Since 1975, Teska has provided public and private sector clients with professional services directed toward the development and revitalization of our nation's communities. Our team of experts respond to a wide range of topics and complexities, while specializing in community planning, landscape architecture, site design, economic development, and creative engagement.

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Evanston, Illinois 60201
847.869.2015

Plainfield Office

24103 West Lockport Street, Unit 107
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SECTION THREE

KEY PROJECT PERSONNEL

An overview of Teska Associates, Inc. and key project personnel are highlighted on the following pages. Individual resumes are included at the end of the proposal.

TESKA ASSOCIATES, INC. (TESKA)

Planning & Engagement

Teska Associates, Inc. is a planning and landscape design firm with seventeen professional staff based in Evanston and Plainfield, Illinois. The firm specializes in planning, development economics, community engagement, landscape architecture, and site design. The firm has completed dozens of comprehensive plans, corridor and sub-corridor plans, special area, neighborhood and downtown plans, and transit-oriented / urban redevelopment projects - all of which have incorporated cutting edge designs, new media, outreach tools, and visualization graphics to enhance the clarity and usability of the plans.

TEAM MEMBERS



Michael Blue, FAICP

Project Principal: Michael will serve as project manager and key point of contact with the Village. In this role he will oversee the overall completion of work and be present at client meetings. Primary concurrent projects: CMAP – Homes for a Changing Region and City of Champaign Zoning Rewrite.



Scott Goldstein, LEED AP, AICP

Development Specialist: Scott will serve as development specialist for the project. In addition to assisting public meetings and plan development, he will be the firm's lead in working with the market analysis firm to evaluate finds and develop economic development recommendations. Primary concurrent projects: 119th Street Corridor Plan and Eligibility Study for Halsted/119th Street SSA.



Lee Brown, FAICP

Principal Review: Principal Review – Lee will review and provide insight into major tasks and products of the project, sharing his extensive experience regarding business district planning and development. Primary concurrent projects: Glencoe Downtown Plan and Lake Forest Laurel Western Redevelopment.



Brittany Bagent, LEED AP

Project Planner: Brittany will handle data collection, analysis, and research tasks. She will also assist with public input tasks and provide support on other aspects of the project. Primary concurrent projects: Commercial Market Study in Willowbrook and interactive fiscal impact tool for Winfield.



Erin Cigliano, AICP

Engagement & Design Specialist: As community planner and new media specialist, Erin will be involved with guiding the public process, developing the project website, and designing dynamic graphic layouts for the Plan. Primary concurrent projects: Glencoe Downtown Tuneup and SSA 51/Chatham Business Association Marketing Booklet.



Jodi Mariano, RLA CLARB

Lead Urban Designer : Jodi will lead all urban design and land planning aspects of the project. Primary concurrent projects: Lake Bluff Downtown Subarea Plan, Orland Park Branding and Wayfinding Signage Plan, and Mt. Prospect Milwaukee Avenue Corridor Plan.



Dominic Suardini

Project Designer: Dom will prepare site planning and urban design plans for the project such as preparing development scenarios, streetscape designs, wayfinding graphics, etc. Primary concurrent projects: Lake Bluff Downtown Subarea Plan and Evanston Downtown Wayfinding Plan.

Agenda Packet P. 128

SAM SCHWARTZ ENGINEERING (SSE)

Transportation Engineer

Sam Schwartz Engineering, PLLC (SSE) is an 80-person multi-modal transportation engineering and transportation planning firm with offices in Chicago, New York City, Los Angeles, Newark, Washington, DC and Tampa.

SSE's planning staff has worked closely with the City of Chicago over the last two years transforming Chicago's streets and the Department of Transportation as an agency. Our work includes the planning and development of Divvy, the nation's second largest bike share system, the writing and publication of the Chicago Pedestrian Plan, widely regarded as the most progressive pedestrian policy document in the United States, and the development of a 645-mile citywide bike network, identifying over 100 miles of protected bike lanes. SSE continues this work later into the fall, assisting with Chicago's Bus Rapid Transit Master Plan.

SSE's reputation is defined by our creativity in protecting the public way, designing protected bike lanes, converting roadway space to pedestrian plazas, and innovating access for spaces in need. Utilizing traditional metrics like traffic volumes and geometric standards as a foundation for our work, SSE has the creative expertise and ingenuity to transform everyday streets and communities around the country into safer, happier, and healthier places.



Mark de la Vergne

Lead Transportation Planner: Mark will serve as the primary project member for all transportation, parking, and connectivity aspects of the assignment, and be the primary contact for Sam Schwartz Engineering. Primary concurrent projects: Molene Downtown Plan and Grand Rapids Downtown Plan.



Joe Iacobucci

Lead Transportation Planner: Joe will provide analysis, findings and recommendation on transit related aspects of the project and how those can be integrated into the overall success of the districts. Primary concurrent projects: North Lakeshore Drive Transit Analysis and PACE Bus Stop Identification Study.

MARKET ANALYSIS FIRMS

See key project personnel from each market analysis firm in Section 9.

SECTION FOUR

PROPOSED WORK PLAN

INTRODUCTION

The work plan provided in the RFP is thorough and appropriate for a downtown / business district plan and we propose to follow it. Details of our methodology for the specific tasks are noted in the sections below, along with anticipated task deliverables, meetings and role of Village staff.

TASK 1

DATA COLLECTION – EXISTING CONDITIONS

Primary work in this task will consist of field data collection, and review of policy and regulatory related Village documents. As specified in the RFP, data would be collected for the overall study area at the parcel / building level and include: land use, streetscape, parking, transportation systems, urban design conditions, and zoning. Existing conditions contained in Village reports, documents, databases or the GIS system would be used as a base line for data collection and then field verified as needed.

Existing Village plans and regulatory ordinances will be reviewed to determine their relevance to and impact on the study area. The consultant will confer with Village staff and the Working Group to best understand the status of implementation recommendations in the plans, consistency of current development regulations with those plans, and the extent to which development regulations support desired forms of development in the study area. This evaluation (in concert with the data collection described above and the stakeholder discussions in Task 2) is an important start to the process. It defines an initial understanding for the consultant team of the policy objectives of the Village, and the relative consistency of these objectives with existing conditions of the study area. In short, this task frames the question “Are we where we want to be? And if not, what is the difference between our goals and where we are today?”

Deliverable Existing Conditions Report.

Meetings Present report to Working Group.

Staff role Provide any available existing conditions reports, data, and relevant GIS files. Also provide status on planning policy implementation, current infrastructure projects, and development code effectiveness.



GIVING THE PUBLIC A VOICE

Community participation is the foundation for a successful Comprehensive Plan. Our team will engage the citizens of Winnetka throughout the planning process and during the visioning charrette in order to create consensus around the final plan.

[Photo: Lombard Downtown Plan Open House]

**TASK 2
COMMUNITY INPUT - VISIONING**

The first step in this task is creation of the Communications Plan described in the RFP. The plan would customize the range of input techniques we apply to what works in Winnetka.

We have consistently had good results with traditional meetings and workshops as sources of public input by making them interactive and enjoyable. Recently we have made use of 21st century technology to employ websites and smart phones as public input tools. These work well in communities with high levels of public interest and engagement; we have recently used them in Glencoe, Champaign, IL, and Chicago, IL.

We have found individual and small group interviews to be one of the most effective tools to get honest, off-the-record input into the beginning stages of the plan. Too often, planning processes have neglected to focus on these interviews relying largely on public meetings. Yet if individuals, business owners and property owners are brought in very early into the process, we can make sure the process incorporates their perspectives from a very early stage.

A variety of community input techniques will be applied as determined appropriate to the meetings specified in the RFP for public input tasks over the course of the project:

- Stakeholder interviews (min of 20 stakeholders interviewed individually or in groups)
- Village representatives (initial meeting)
- Monthly meetings with Working Group (12 meetings plus 2 for plan drafting)
- Three status meeting with the Village Council
- Two public input sessions for the community

Deliverable

1) Communications Plan at outset of task and 2) Community Input / Vision Report as concluding item. The Vision Report will present an updated draft vision statement / goals / objectives for consideration by the Working Group.

Meetings

Community input meetings summarized above.

Staff role

Assist with outreach and logistics for stakeholder and the overall community meetings. Provide insight regarding past public input in support of preparing the Communications Plan.

TASK 3 MARKET ANALYSIS

There have been a variety of planning efforts conducted in Winnetka over the years, but too often studies do not take into account the realities of the market, the interests of property owners, and the ability to educate all constituencies on the importance of reaching shared goals that benefit all sides of the equation.

We have selected three market firms with exceptional track records. They all understand high-end suburban development, have experience in commercial, residential, and mixed-use, and have long track records not only at market analysis, but strategic thinking.

Teska will work hand-in-hand with the market firm from day 1 in a partnership effort to identify the demand, consider all options, understand the dynamics of the complex nature of redevelopment, and put forward a number of scenarios for the Village to choose from.

We have taken note of recent changes to the Winnetka zoning ordinance which have implemented the recommendations of ULI and are similar to our team’s philosophy – having clear expectations and desires can dramatically improve the development environment in the community.

All three market firms that we recommend have committed to completing the tasks set out in the RFP. This will be done early in the project to inform the planning process, set expectations, educate the community and gain consensus on overall market strategies.

The analysis completed in Task 3 will then be incorporated into the land use strategies in Task in Task 4.

As a result of the Market Analysis, the Village will have an understanding of:

- The key product types best justified in the market for each of the four business districts;
- Detailed analysis of existing conditions including identification of barriers to existing commercial spaces
- Understanding of competitive retail markets including nearby downtowns and shopping centers;
- Analysis of the supply and demand for various housing product types including targeted price points, types of amenities required, and appropriateness for each business district;
- Understanding of trends in mixed-use development in suburban downtowns including a review of all projects under development or construction in similar high-end markets;
- Evaluation of potential redevelopment sites from a market point of view;
- Identification of development barriers as perceived by the development community.

Approaches proposed by the three market analysis firms to this and other development related tasks of the downtown plan are presented in Section 9.

Deliverable

Market Analysis Report.

Meetings

Present report to Working Group.

Staff role

Village and GIS Consortium to provide existing data and reports (beyond what has been provided for this proposal).

TASK 4 OVERALL RECOMMENDATIONS & SITE SPECIFIC OPPORTUNITIES

A plan for overall land use in the study area business districts will be determined in this task. This plan element considers what aspects of the business districts should remain unchanged and what areas should be considered for other type of land uses or businesses. To that end, analysis in this task is combined with the Task 3 Market Analysis and Task 7 Regulatory Review to find the balance between market realities, community desires, and regulatory standards.

As noted in the approach section of this proposal, this is where the planning process asks the questions “Do we have what we want?”, “What can we expect to attract?”, and “How do we secure what’s best for the Village?”. The overall land use plan will address these questions generally for the complete study area.

As directed in the RFP, four specific sites (one of which will be the Post Office site) will be considered at a higher level of analysis. This step will apply the expertise of all members of the consultant team in addressing: land use, circulation and access, parking, and building form / orientation. Findings from the Market Assessment will be key to this work to ensure a realistic set of plan recommendations. We find that this point in the process can become challenging as the realities of development finance are balanced against a community vision for the end product. It will be important to work closely with the Working Group along with staff to consider trade-offs that may be necessary to facilitate development. As we have done with clients in the past, we will work closely with the Village to consider how factors like building size, land sale price, and permitted land use impact development feasibility. Teska has experience working with communities to determine appropriate land use, form and density of development on public property, including having recently advised the City of Lake Forest in a developer selection process for a City owned site in the downtown.



The Consultant Team will work closely with the Working Group to develop concept plans for key opportunity sites, such as the Post Office. The development concepts will be developed based on current market demand and an understanding of land costs and assembly issues.

Teska’s experience with private sector development clients will come into play in this task. That work has helped us to understand the real world needs of the development community in site planning and construction. This is particularly true in that the Village has identified specific sites, and that those sites are complex, relatively small, infill parcels. In working with developers we have learned that attention to detail (even seemingly mundane items like trash removal, snow storage, and delivery locations) is essential to planning for feasible development.

As part of the Communication Plan process, the consultant and Village will consider if it is appropriate for Winnetka that the four site specific evaluations be done in a charrette format. This intensive workshop approach brings all professional disciplines, stakeholders, Village officials, and public together at one time to develop draft plans. Rather than asking people to simply react to an end product, they are invited to contribute to the plans as they are developed.

Deliverable

Draft Overall Land Use plan for all four districts, a Site Development Study for the Post Office Site and three other site development studies.

Meetings

Present overall and site specific land use plans to Working Group.

Staff role

Advise selection of sites to be considered for detailed site planning analysis.

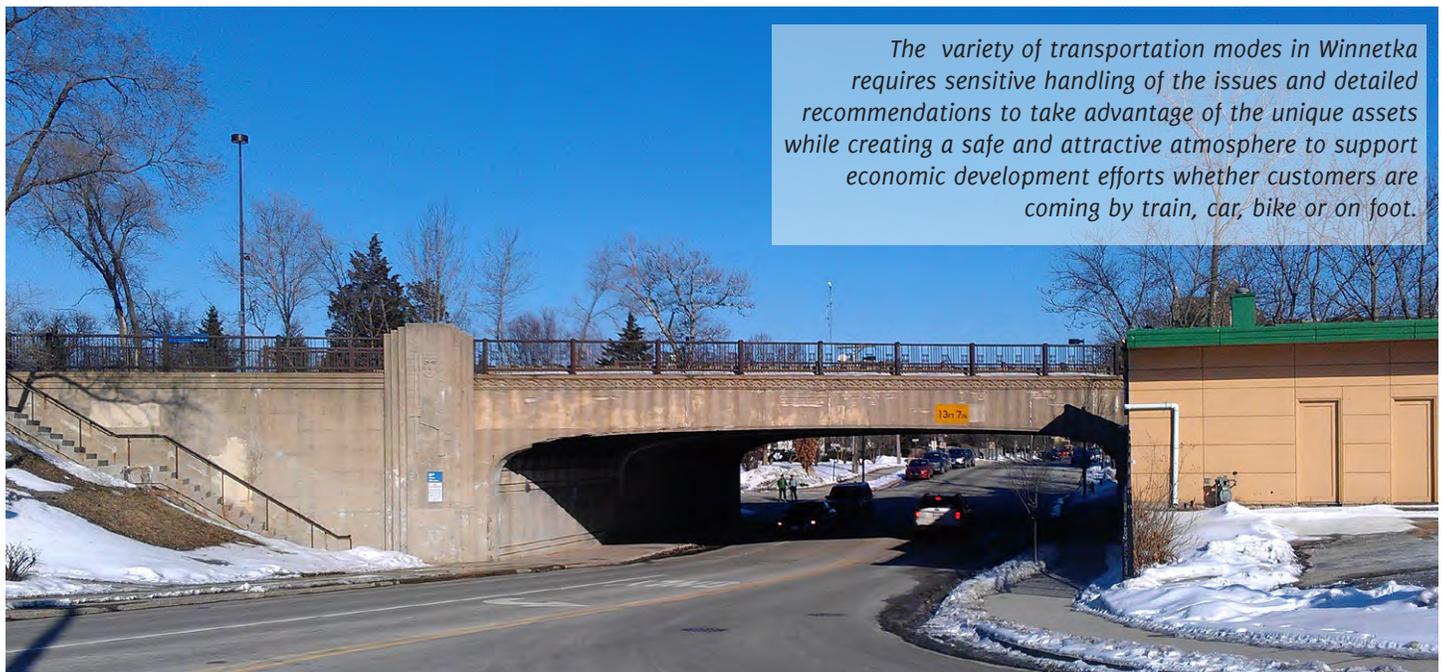
TASK 5 PARKING, TRANSPORTATION, AND CIRCULATION

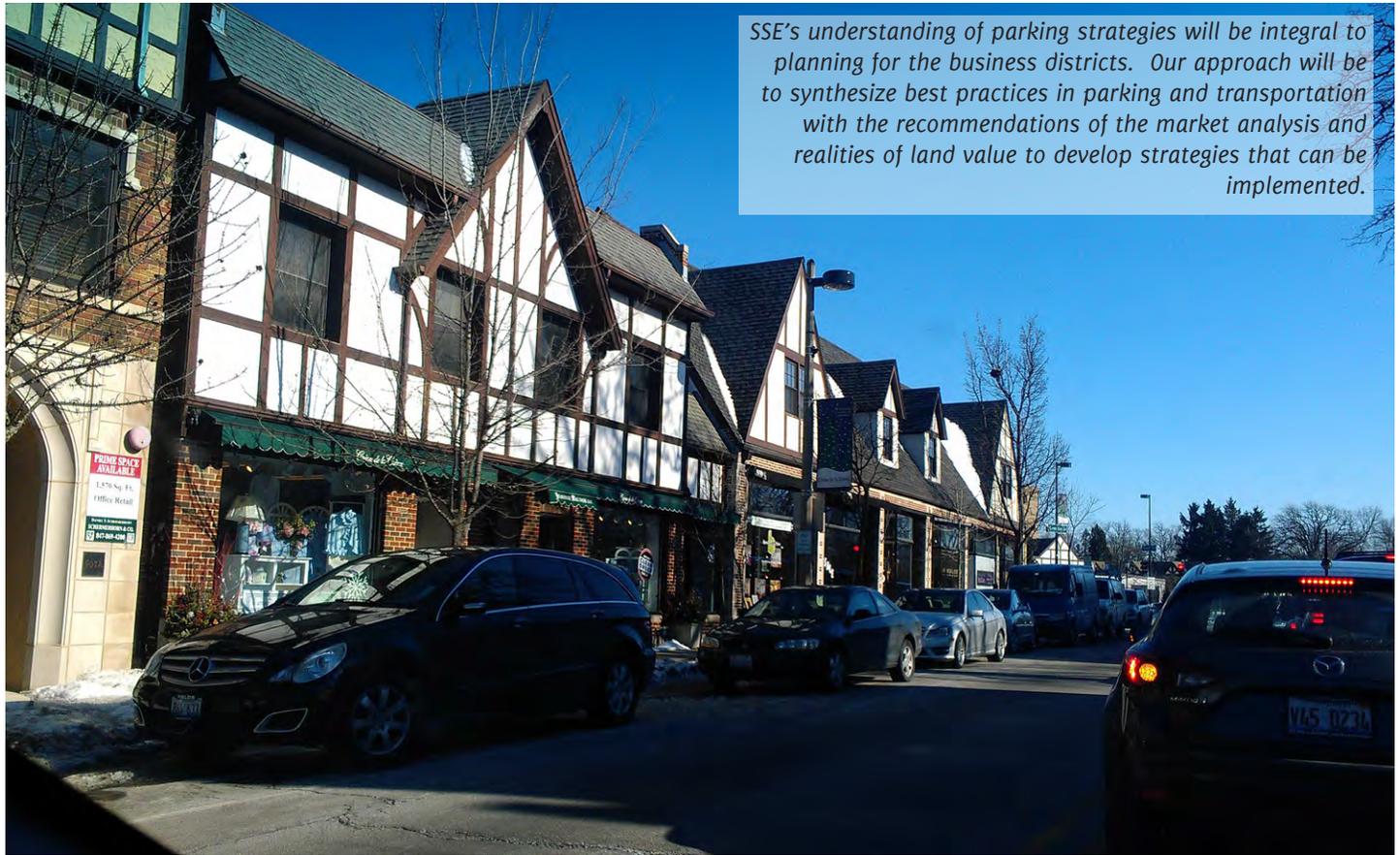
Transportation infrastructure has a powerful impact on influencing the character of a place. In downtown districts where streets serve an important role as public space, strategies aimed at promoting regional accessibility such as abundant parking and fast traffic can conflict with maintaining a walkable, bikeable and transit-oriented character. The Parking, Transportation, and Circulation analysis will focus on developing a balance that ensures transportation in Winnetka continues to support the economic development and quality of life goals.

The parking analysis will include a parking utilization and turnover study during a weekday and weekend to quantify all observations the team completes of parking in the four business districts. We will provide recommendations to improve the existing parking conditions, including wayfinding, additional parking locations, shared parking policy and incentives to walk from less convenient parking locations. Recommendations will also be provided to protect neighborhood residential streets from overflow commercial parking.

The transportation existing conditions analysis will provide a snapshot of existing transportation infrastructure, policies, and operations. The consultant will conduct observations of the transportation network as a pedestrian, a bicyclist, a transit rider, and a driver. All existing transportation data will be analyzed, including volumes, crashes, barriers/gaps, and connections to destinations.

The overall goal of the transportation and circulation plan will be to encourage more activity in Downtown Winnetka and minimize any negative transportation impacts through a multi-modal perspective. SSE is a national leader in multi-modal Downtown transportation planning and our success with other communities will inform how we approach potential recommendations. On-street parking, intersection geometry, traffic signals, stop-sign and crosswalk locations will be examined with an eye to improving conditions for pedestrians, bicycles and transit, while also accommodating automobile traffic with strategies that are sensitive to enhancing downtown's vitality as a walkable center. We will consider the role of streets not only as a place for people, bikes, buses and cars to move, but also work closely with the entire team to identify opportunities for economic development within the right-of-way.





SSE's understanding of parking strategies will be integral to planning for the business districts. Our approach will be to synthesize best practices in parking and transportation with the recommendations of the market analysis and realities of land value to develop strategies that can be implemented.

TASK 5 CONTINUED

Building a culture of respect for all users on Downtown streets will require more than infrastructure; it will involve a multi-faceted set of solutions that includes policies for pedestrians and bicyclists, programs that will educate motorists, pedestrians, and bicyclists, strategies to encourage people to walk and bike more, and policies to enforce certain user behavior. These will all be included in the transportation plan.

The most challenging part of any transportation plan is typically implementation, since so many plans rely on one or two big-ticket items. Our team has had great success with transportation implementation

by identifying short- medium- and long-term actions to achieve the goals that result from this planning process and parallel ones too. Our approach will focus on a strategy to leverage the various initiatives to generate a whole greater than a simple sum of parts. This will involve specifying sequencing, coordination of activities, and identifying various implementation “paths” that show how results and changes from achieving a certain project can help feed-into and make a subsequent project easier to complete and/or more successful. We will also consider implementation issues that arise from policies and practices, particularly those relating to transportation agency norms, and discuss as solutions leading industry design standards for Downtown areas.

Deliverable Parking and Transportation Report

Meetings Present report to Working Group

Staff role Provide history and perspectives on past and current transportation issues in districts.



- A** Overhead "Tivoli" Lights hang across street defining the downtown as a pedestrian-oriented space and unique shopping district.
- B** New median landscape including ornamental grasses and shrubs.
- C** Define pedestrian crosswalks with landscape islands, bollards and clear crosswalk markings.
- D** Provide decorative bollards to delineate pedestrian and vehicular spaces.
- E** Decorative planters in the median at pedestrian crosswalk.
- F** Consider decorative veneer treatments at foundation such as mosaic or metal screen.
- G** "Shared street" crosswalk removes curbing at the crosswalk providing pedestrians a clear and accessible crossing space and reduces vehicular traffic speed. Decorative paving defines this spaces as a "shared" space for both pedestrians and vehicles.
- H** Landscape islands bookend the "shared street" crosswalk area adding decorative landscape and street trees.
- I** New pedestrian scale lighting to match newly installed existing roadway lights.
- J** New decorative paving at crosswalk extends from the street into the sidewalk creating a defined "shared" space.
- K** Provide seating options such decorative benches throughout the downtown area.

TASK 6 INFRASTRUCTURE

Streetscape and wayfinding are important elements in making business districts more inviting and comfortable for visitors. More to the point, they serve as economic development components for the business districts.

While the four business districts are well known in the community and surrounding area, use of wayfinding to clarifying access (whether by car, bike, foot, or public transportation), parking locations, community facilities and amenities invites more frequent use by all. Wayfinding signage and streetscaping also represents an opportunity to enhance the aesthetic of a business district and establish (or reinforce) a local brand. Teska has recently conducted wayfinding assignments for Glendale Heights, Oak Lawn and Fox River Grove. Streetscaping projects are currently underway or have recently been completed in Evanston, Lemont, and Glencoe.

To evaluate the potential for these enhancements the

consultant will work with Village Utility and Public Works staff to understand thoroughly the status of current utilities and infrastructure in the business districts, any planned changes to those services that could impact the areas, and related issues. In addition, we would review the 2007 Commercial Districts Master Streetscape and Wayfinding Plan and anticipated next steps in those programs. It is not anticipated at this time that an entirely new streetscape program would be recommended. The focus would be on expanding current improvements considered most desirable and recommending how to maximize existing infrastructure investment. Notions raised in the RFP related to technological amenities present exciting options to potentially provide conveniences to visitors and put Winnetka on the cutting edge of such technology. The consultant team will evaluate best practices in these areas and suggest how they might be incorporated into Winnetka business districts.

Deliverable

Infrastructure Findings and Recommendations Memorandum

Meetings

Present report to Working Group

Staff role

Provide direction regarding utility systems, needs, and plans.

TASK 7 LAND USE AND REGULATORY REVIEW

The consultant will consider the regulatory elements noted in the RFP (Commercial sign code, Zoning Ordinance, Retail Overlay District, and Commercial Design Guidelines) in light of the market evaluation, vision, existing conditions evaluations and preliminary land use plans. Again, the plan will ask the questions, “Do our own codes advance or hinder the form of development considered desirable by the community” and “Do current codes dovetail with or butt up against current market realities?”

As noted in the RFP, it is not the intent of this task to rewrite the codes, but to consider the extent to which they promote quality development that supports the character of the Village. Therefore, the consultant work will focus on identifying issues and provide recommendations for bringing the regulations in line with the community vision set forth as part of the plan process.

The issues noted in this task will be considered throughout the plan process, and specifically investigated during the stakeholder interviews. Based on the findings of the ULI work, it will be essential to understand the give and take between local land use regulations and ongoing development and leasing in the business districts. In all communities there is an inherent conflict between land use regulations and business operations. It need not be overbearing or burdensome, but it must be

recognized: businesses often convey a need for signs larger than permitted by the sign code, zoning entitlement may take longer than desired, landlords seek to rent to businesses not permitted by the overlay district, and design guidelines may require costly aesthetic improvements for new businesses. These become real costs to the business and development communities.

The bottom line is that regulations must be predictable to applicants. For the business community, while the regulations may add to the cost of doing business, those costs must be understood from the outset and not a surprise late in the application process. From the Village’s perspective, the regulations must clearly add value to the community. If a sign code regulation is in place but does not enhance the community, it can be eliminated.

Deliverable Technical Audit of Land Use and Regulatory Standards

Meetings Present report to Working Group

Staff role Assist consultant in understanding current applications of code and outline the extent to which development occurring under the codes meet the standards and expectations of the community.



Series of Questions

To help guide your review, this checklist consists of a series of questions, specifically ordered and grouped into six steps to lead you through the review process from start to finish.



Resources

Links, cross-references, graphic resources and charts are included throughout this guide. Take advantage of such, they will help provide answers to your questions.



Municode

To make reviewing easier, included herein are extracted Municode references as they apply to each question. Read these excerpts completely as they will affect your answers to questions.



Special Circumstances

These items involve complex issues unique to Glenview’s code and approval process. Be sure you thoroughly understand the content prior to completing the step or contact staff for assistance.

GLENVIEW ZONING REVIEW CHECKLIST

TASK 8 IMPLEMENTATION STRATEGIES

As noted in the approach section of this proposal, implementation strategies must be aspirational in aim but realistic in application. With this in mind, the consultant will make action oriented and realistic recommendations for plan implementation.

Recommendations will include prioritization and rationale for actions related to revising regulations, facilitating new development, installing new infrastructure, and others. The team’s expertise in these areas allows us to understand the magnitude of those recommendations (in terms of staff time required and cost of installation). Our team’s experience in implementation has been to work with the Village to prioritize, set realistic timelines, and assign specific responsibilities so that the actions identified will be implemented.

- Deliverable** | Draft Implementation Strategies Report.
- Meetings** | Present report to Working Group.
- Staff role** | Work with Consultant to outline budget and staffing practices.

TASK 9 SCHEDULE OF REPORTS TO VILLAGE COUNCIL

The consultant will conduct project status meetings with the Village Council as directed in the RFP.

TASK 10 FINAL REPORT AND ADOPTION

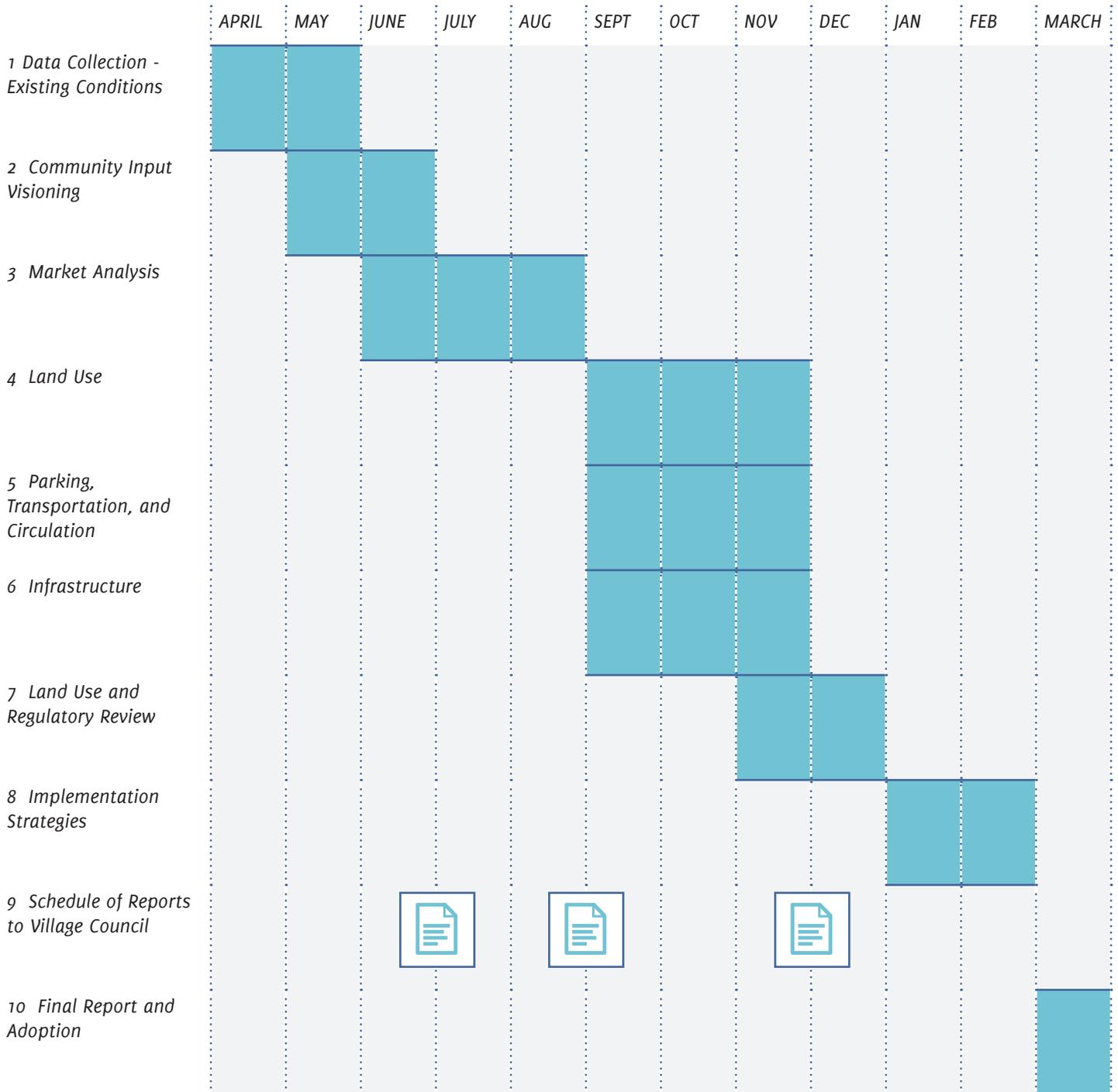
The consultant will compile all the elements of the work to date into a complete downtown plan. A draft report will first be prepared and presented to the Working Group. The plan will be revised based on comments from the group.

- Deliverable** | Final Downtown Plan (25 copies).
- Meetings** | Present report to Working Group.
- Staff role** | Compile comments from Working Group into a single set of Village comments.

SECTION FIVE

PROJECT SCHEDULE

The following matrix illustrates the expected timeline by task for completing the Winnetka Downtown Master Plan



SECTION SIX

COST

The following table illustrates the estimated budget to complete the Winnetka Downtown Master Plan.

TASK	TESKA ASSOCIATES & SAM SCHWARTZ ENGINEERS		MARKET ANALYSIS FIRMS		
	DOLLAR AMOUNT	HOURS	GOODMAN WILLIAMS GROUP COST	HR&A COST	VALERIE S. KRETCHMER ASSOCIATES COST
1: Data Collection	\$8,090	76	\$5,040		\$1,120
2: Community Input & Working Group Meetings	\$43,270	334	\$2,370		\$5,300
3: Market Analysis	\$5,100	34	\$16,500	\$41,230	\$18,800
4: Land Use	\$17,030	140	\$2,780	\$24,570	\$4,460
5: Transportation	\$17,800	202			
6: Infrastructure	\$10,160	105			
7: Land Use Review	\$3,530	26			
8: Implementation	\$2,720	24	\$2,780	\$3,880	\$1,080
9: Meetings with Village Council	\$4,410	36			
10: Final Report	\$6,320	52			
SUBTOTAL	\$118,430	1,029	\$29,490	\$69,680	\$30,760
TOTAL FEES			\$147,920	\$188,1110	\$149,190

Hourly Rates	
Teska Principal	\$130 - \$185
Teska Senior Planner	\$115
Teska Planner	\$90 - \$100
Sam Schwartz Director	\$135 - \$170
Sam Schwartz Project Manager	\$100
Sam Schwartz Planner	\$55

See detailed cost proposals and hourly rates for market analysis groups in Section Nine.

SECTION SEVEN

PROJECT EXAMPLES & REFERENCES

REFERENCES

- Village of Glencoe, Illinois
Description: Comprehensive Plan
Contact: Philip Kiraly, Village Manager
(847) 835-4114 | philipk@villageofglencoe.org

- City of Lake Forest, Illinois
Description: Laurel Western Redevelopment
Contact: Cathy Czerniak, Community Development Director
(847) 810-3504 | czerniac@cityoflakeforest.com

- Village of Lombard, Illinois
Description: Downtown Revitalization Guidebook
Contact: William J. Heniff, AICP, Community Development Director
(630) 620-3599 | heniffw@villageoflombard.org

- Village of Deer Park, Illinois
Description: Comprehensive Plan Update
Contact: Jim Connors, Village Administrator
(847) 726-1648 | jconnors@vodp.net

- Lake Bluff, Illinois
Description: Downtown Subarea Plan
Contact: Drew Irwin, Village Administrator
(847) 234-0774 | dirwin@lakebluff.org

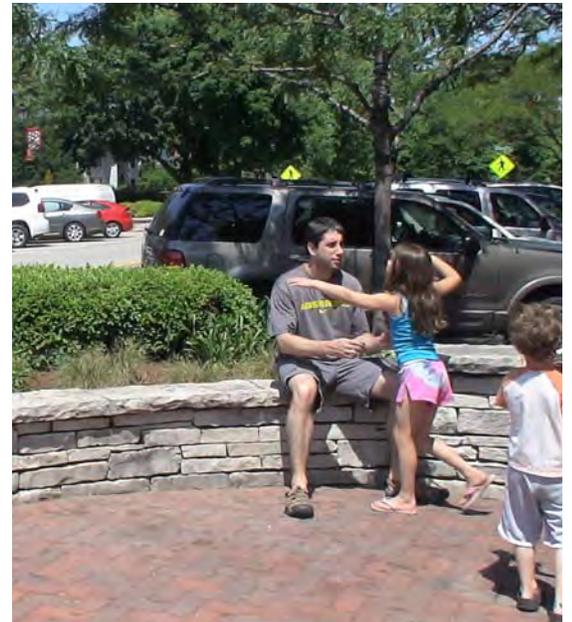


VILLAGE OF GLENCOE VILLAGE HALL & DOWNTOWN ENHANCEMENTS GLENCOE, IL

LANDSCAPE ARCHITECTURE

In advance of an upcoming art festival in downtown Glencoe, the Village turned to Teska Associates' landscape architects to guide its spring planting program. Teska worked closely with the Village's Public Works Department to improve the functions and appearances of significant downtown landscapes, including the front entrance of the newly remodeled Village Hall and planter areas within the downtown streetscape.

Plantings are coordinated to be compatible with existing infrastructure and utilities, high impact public use areas, Public Works maintenance practices, salt and urban tolerance, and superior seasonal interest. Teska's involvement extended beyond the drawing board, providing on-site planting layout and hands-on coordination with Public Works staff.





LOMBARD DOWNTOWN REVITALIZATION PROJECT GUIDEBOOK

LOMBARD, IL

LOMBARD DOWNTOWN REVITALIZATION

Lombard desired more than a plan; what the Village envisioned and received was a practical guidebook of projects to enable them to hit the ground running.

Downtown Lombard’s function in the community as a center for commerce and community has changed for a variety of reasons. From the emergence of other commercial districts and Yorktown Center, certain businesses and uses were drawn away from the downtown area, changing its role as the traditional central business district. The primary objective of the Lombard Downtown Revitalization Project Guidebook was to identify specific projects and actions that the Village and its partners can implement to rejuvenate Downtown Lombard as a strong commercial district with a balance of supporting uses and dynamic gathering spaces.

Teska Associates, Inc. – along with its partners BDI, Gewalt Hamilton, Fish Transportation Group, Hitchcock Design Group, wohltgroup, and sculptor Richard Hunt – took past planning and visioning efforts to the next level to create a series of action steps that the Village and its partners can begin implementing immediately and continue rolling out as resources become available.

From redeveloping vacant sites to creating a downtown branding program, the Lombard Downtown Revitalization Project Guidebook was supported by a series of civic engagement activities to build public consensus on strategies to revitalize Downtown Lombard as a more vibrant destination and livable community. In addition, redevelopment strategies were market-tested to ensure their feasibility.



Creating the brand for Downtown Lombard around the symbolic lilac, the Village’s official flower.



Streetscape Signage and Pedestrian Crossing



Proposed infill development for commercial site in Downtown Lombard.



DOWNTOWN NORTHBROOK AREA PLAN



DOWNTOWN NORTHBROOK AREA PLAN

NORTHBROOK, IL

Downtown Northbrook has many of the individual assets of a successful downtown – from Sunset Foods that draws residents in from several neighboring towns for its high quality service and selection to a Village Green that hosts events and sports throughout the year to a Metra Station, Public Library and Village Hall. Yet, deteriorated shopping centers, a lack of pedestrian and bicycle amenities, and disjointed physical barriers led to the need for a new Downtown Plan. Teska led the team which included Business Districts Inc., Fish Transportation Group and Gewalt Hamilton Associates. From an on-line survey that attracted over 1,100 responses by Northbrook Residents, to the use of Community Remarks web-based mapping tool to gather public input, the team pushed the envelope of inclusion by organizing online, in person, and workshop events to build consensus for change.

The team organized a four-day charrette that included a highly structured set of meetings to gather input, create an atmosphere of collaboration and innovation, and involve all stakeholders and interested residents and businesses in a series of sessions and ways to inform the process. Each day, a new set of drawings, comments, and policies were developed, refined, presented, and developed further. By the end of the charrette, a series of distinct design options were developed for each of four key opportunity sites, along with pro forma analysis of the financial feasibility of each option. The process led to out-of-the box thinking and new ideas to think both comprehensively about what ties all of downtown together – from new bike routes, complete streets, and the upgrade of a flood plain into a new fishing pond/potential stormwater mitigation bank – to site specific ideas that can lead to new development proposals.

Contact: David Schoon, Assistant Director/Economic Development Coordinator
(847) 664-4052 | david.schoon@northbrook.il.us





VILLAGE CENTER DEVELOPMENT PLAN

MIXED USE DEVELOPMENT PLANNING

In response to serious interest expressed by developers over the last large, relatively undeveloped property in the community, Village officials became concerned over the ultimate type and character of development that would occur along Rand Road, a major thoroughfare. Teska was retained by the Village to update the Comprehensive Plan to address this issue by exploring new planning and design approaches that would ensure that new development would fit into and enhance the Village's high quality image.

Based on design guidelines contained in the Plan, Teska revised the traditional planned unit development standards for the Village. The new planned development district includes a system of Floor Area Ratio standards that rewards developers who assemble larger parcels to avoid problems with 'piece-meal' development. Teska has also modernized the Village's sign ordinance to enhance readability, created standards for a new tree preservation ordinance and multiple development reviews for the Deer Park Town Center.

DEER PARK, IL





LAUREL WESTERN REDEVELOPMENT LAKE FOREST, IL

The City of Lake Forest had over a number of years acquired property and buildings on the northern edge of its historic downtown. The properties have been put to various public and private uses, all of which had become obsolete. The City had offered the property to private developers, but had found the proposals for development wanting. The City retained Teska Associates to prepare a strategic plan for redevelopment and to orchestrate the selection of a private developer to achieve the goal of redevelopment that fit its context and contributed to the strength and diversity of its Downtown and neighborhoods. Along the way, Teska prepared development guidelines, adopted by Plan Commission and City Council, which provided guidance for the selection of a development team most likely to achieve both City and developer goals. The result was the successful recruitment and selection of Focus Development company, which has planned a mixed residential redevelopment of 174 dwellings with a development pattern which leaves more than 60% of the 10 acre site in public open space.



CITY OF LAKE FOREST



REQUEST FOR PROPOSALS

Redevelopment of Property at
Laurel and Western Avenues,
Lake Forest, IL





COMMUNITY PARTICIPATION

COMMUNITY PARTICIPATION

People are comfortable contributing in different ways. Some prefer to attend meetings and workshops to share ideas whereas others may opt to interact using web tools, social media and mobile apps. Whether it's at a community event, local festival or online via our project websites and comment tools – we reach out to the community rather than hoping they find us. Our outreach strategy is simple and effective – we provide a variety of interactive tools and in-person events so that residents, businesses, and community leaders can choose how they want to engage. While our methods may vary (because all communities are different) we are consistent in making participation interesting, fun, relevant and engaging.



Zion Comprehensive Plan | Nostalgia Days Event Booth



Ferris Bueller said it first, “Life moves pretty fast...,” and we get that. That’s why all of our project websites and tools are mobile optimized, to ensure we’re able to reach residents whether they’re at home or on-the-go using their desktop, tablet or phone.



Oak Lawn Corridor Plan | Oak Lawn High School Workshop



SECTION EIGHT

RESUMES

The following pages include individual resumes for Teska Team members.

TEAM MEMBER RESUMES

■ Teska Associates, Inc.

.....
Michael Blue, FAICP
.....

Scott Goldstein, LEED AP, AICP
.....

Lee Brown, FAICP
.....

Brittany Bagent, LEED AP
.....

Erin Cigliano, AICP
.....

Jodi Mariano, RLA CLARB
.....

Dominic Suardini
.....

■ Sam Schwartz Engineering

.....
Mark de la Vergne
.....

Joe Iacobucci
.....

**RESUME OF
MICHAEL BLUE, FAICP**
Principal

SELECTED EXPERIENCE

Mr. Blue has a unique background working in both the public and private sectors of the planning profession. Having started his career as a consultant, he worked extensively in the broad policy areas of comprehensive and special area planning, development land use and economic impacts, commercial district planning, and public participation. After more than a decade, he moved to the public sector and spent the next 15 years working as a community development department manager, where his focus shifted to the day to day operations of development approval, economic development, managing public commission processes, personnel, and municipal governance. Having now returned to consulting, this diverse background affords Mr. Blue a wide-ranging perspective when conducting planning assignments, allowing him to appreciate the varied viewpoints of multiple stakeholders, and to understand how they apply to any given situation or issue.

Prior to joining Teska Associates in 2013, for eleven years Mr. Blue was the Director of Community Development in Highland Park, IL. There he managed a department of 30 staff and focused on long range planning, review and approval of proposed development projects, permit approval, and support of City Council and Commission activities. The Department served nine City Commissions addressing the issues of development, housing, historic preservation, cultural arts, and the natural environment. While in Highland Park, Mr. Blue managed the passage and implementation of the City's affordable housing ordinance. Before his position in Highland Park, Mr. Blue served as Deputy Community Development Director in the Village of Mount Prospect, IL for five years, managing staff in day to day operations related to planning, building permits and code enforcement.

Mr. Blue is actively involved in the local and national leadership of the American Planning Association and is currently the Planning Officials Development Officer for the IL - APA. In this role he has been a leader in developing a curriculum for training Plan Commissioners throughout the State; a program for which he and others received the organization's 2013 Distinguished Service Award. In 2008 Michael was selected to the College of Fellows of the American Institute of Certified Planners and he regularly speaks at local, state, and national conferences on a range of planning themes, most recently on topics related to the development approval process, economic development, and local government organizational management. He also has been a guest lecturer at a number of university classes on topics ranging from the development approval process to affordable housing.

PROFESSIONAL AFFILIATIONS

- College of Fellows of the American Institute of Certified Planners (FAICP)
- American Planning Association (APA)
- Lambda Alpha Economics Society
- Planning Officials Development Officer for the Illinois Chapter of the APA.



MICHAEL BLUE, FAICP
Principal

EDUCATION

- | | |
|--------|--|
| B.A. | Urban Planning
University of Illinois
(Urbana) |
| M.U.P. | Urban Planning
University of Illinois
(Urbana) |

RESUME OF
SCOTT GOLDSTEIN, AICP, LEED AP
Principal

EXPERIENCE

Mr. Goldstein brings twenty years of experience in community development, housing, neighborhood redevelopment, fiscal analysis, civic engagement, and data analysis. With Teska he has led neighborhood planning and community development efforts in Washington Park, Back of the Yards, Logan Square, Little Village and various neighborhoods in Chicago with the Local Initiatives Support Corporation (LISC/Chicago). He has worked on housing and neighborhood plans from rehabbing vacant homes throughout Chicago Lawn to the Near North Neighborhood in which the former residents of Cabrini Green and their new neighbors were working on a community-building plan with Ald. Burnett.

He has specialized in the intersection of community and economic development and planning, having successfully led efforts that resulted in new community development corporations being created in Bloomington, Illinois and Dubuque, Iowa. His work in Bloomington resulted in the American Planning Association Illinois' Strategic Plan of the Year Award.

Mr. Goldstein has facilitated community planning processes focused on implementation efforts with LISC/Chicago and the City of Chicago including the successful \$7 million Broadband Technology Opportunities Program (BTOP) and the \$98 million Neighborhood Stabilization Program (NSP) 2. He has advised the development of Habitat for Humanity International's Neighborhood Revitalization Initiative, and has worked with LISC to provide on-going Neighborhood Stabilization Program (NSP) Technical Assistance to the City of Minneapolis and The Resurrection Project in Chicago. He has also developed a strategic plan for the Metropolitan Consortium of Community Developers (MCCD) in Minneapolis/St. Paul and a follow-up strategic plan for Greater Frogtown CDC in St. Paul. He has led transit-oriented neighborhood plans in Lake Villa and Northbrook Illinois, Fitchburg, Wisconsin, and Hammond, Indiana.

Prior to joining Teska Associates, Inc., Mr. Goldstein was vice president of policy and planning at the Metropolitan Planning Council (MPC) from 1995-2007, where he oversaw policy development and technical assistance for the organization. He designed MPC's community building initiative, which provided assistance to over two dozen communities throughout the greater Chicago region.

He has chaired Urban Land Institute (ULI) Chicago's Public Policy Committee since 1999. Through ULI, he has led over twenty technical assistance panels which have received national recognition awards, including articles in Urban Land Magazine and the subject of a Harvard University case study which profiled a 200 unit neighborhood redevelopment project in south suburban Riverdale that resulted in the construction of Whistler's Crossing, which has received numerous award from LISC and the Metropolitan Planning Council.

Mr. Goldstein began his career managing the Comprehensive Community Revitalization Program for Banana Kelly Community Improvement Association, a large community development corporation in New York City.



SCOTT GOLDSTEIN, AICP, LEED AP
Principal

EDUCATION

- B.A. History of Art & Architecture
Political Science
Tufts University
Medford, MA
- M.S.U.P. Urban Planning
Columbia University
New York, NY
- Instructor Master of Arts in Public Policy & Administration (MPPA) 2009 - Present
Northwestern University
Evanston & Chicago, IL

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Planners (AICP)
- Chicago Metropolitan Agency for Planning Regional Water Supply Planning Group, 2007-2010
- City of Chicago's Mayor's Council of Technology Advisors, 2001-2007
- City of Chicago Mayor's Advisory Council on Closing the Digital Divide, 2007
- LEED Accredited Professional North Park University, Chicagoland Council, 2009-2012
- Urban Land Institute Chicago, Public Policy Chair, 1999-Present
- Agenda Pack of Winnetka Plan Commission, Member 2007-12, Chair, 2012-2015

RESUME OF
LEE M. BROWN, FAICP
President

EXPERIENCE

Lee Brown has more than 30 years of experience working for municipalities and communities. He is president of Teska Associates, Inc., a consulting firm that provides urban planning and landscape architecture services. He is a certified planner and a Fellow of the American Institute of Certified Planners (AICP), the highest honor that can be bestowed upon an American planner. He also recently became the president of AICP. Active within the organization for more than 30 years, Brown currently is a member of the Community Assistance Program Committee and serves as a Planning Accreditation Board site visitor who reviews university planning programs. He previously volunteered for several Planning Assistance Teams, served as the APA Illinois Chapter president, and helped establish the Planning Officials Development Officers program.

Mr. Brown has been a leader in developing strategies for community development in small, mid, and large cities and regions. His work in Greensboro, North Carolina has led to award-winning community development projects, including converting a former brownfield in a disinvested area near downtown into a vibrant, mixed-use neighborhood called Southside. He has led sustainable and strategic planning efforts in Greensboro, including reuse of aging shopping centers, crafting a strategy for creating “lead agents,” community-based organizations that lead development and planning issues on behalf of local residents and small businesses, and a new corridor plan around a partnership between the fast-growing University of North Carolina Greensboro campus to bring revitalization to an urban corridor and spark redevelopment near Greensboro Coliseum.

In the Midwest, he has led planning efforts in small towns, mature suburbs, and urban neighborhoods that bring partnerships and communication to forge consensus for change. With support from Teska’s team of urban designers, and technology tools such as GIS and Sketch Up and interactive web sites, Mr. Brown has been a leading innovator of using technology to improve the tools available to planners to enable community participation in the planning, design, and implementation process.

PROFESSIONAL AFFILIATIONS & AWARDS

- AICP President, Current
- College of Fellows of the American Institute of Certified Planners
- American Planning Association
- Past President of the Illinois Chapter of the American Planning Association
- Lambda Alpha International, Honorary Land Economics Society
- Co-recipient of the 1999 Distinguished Contribution Award of the American Planning Association
- Co-recipient of the 2003 Outstanding Planning Award for Implementation of the American Planning Association
- Distinguished Service Recognition from the Illinois Chapter of the American Planning Association



LEE M. BROWN, FAICP
President

EDUCATION

- | | |
|--------|---|
| B.U.P. | Urban Planning
University of Illinois
(Urbana) |
| M.S. | Urban Planning
University of Wisconsin
Madison, Wisconsin |

RESUME OF
BRITTANY BAGENT, LEED AP
Associate

EXPERIENCE

Having studied urban planning at the undergraduate and graduate levels, Brittany provides experience in social geography and technical analysis to the firm. Working with Teska since August 2013, Brittany has focused on fiscal impact modeling for Teska's public and private clients. These models help forecast new population, revenues and expenses that overlapping jurisdictions can expect from new developments. Her final products are consistently attractive with an emphasis on graphic communication, appealing to multiple audiences.

Brittany's experience in urban planning began as an intern working for a small German municipality to help implement their façade improvement program. Her work then took her to northern California where she created design manuals, master plans and illustratives for a boutique consulting firm. Brittany's community outreach experience extends from political campaigns to professional associations. She also has research and policy analysis experience working for various Chicagoland non-profit organizations, including Metropolis Strategies and the Nathalie P. Voorhees Center at the University of Illinois at Chicago. Her master's degree in Urban Planning & Policy concentrated in economic development, allowing her to contribute meticulous quantitative skills to fiscal projects.

Proficient in design software and Geographic Information Systems, Brittany is eager to push the boundaries of communicating creative solutions.

PROFESSIONAL AFFILIATIONS & AWARDS

- American Planning Association
- APA, Chicago Metro Section (Secretary)
- Women in Planning + Development (former Board member)
- U.S. Green Building Council, Illinois Chapter



BRITTANY BAGENT, LEED AP
Associate

EDUCATION

- | | |
|----------|---|
| B.A. | Urban & Regional
Planning
Miami University, Ohio |
| M.U.P.P. | Urban Planning & Policy
University of Illinois at
Chicago |

RESUME OF
ERIN CIGLIANO, AICP
New Media Specialist

EXPERIENCE

Strategic planner and multidisciplinary designer with an eye for innovation and pixel perfection. Erin has worked at Teska Associates for the past 8 years creatively engaging communities using her experience in planning and interactive design. Serving as Teska’s New Media Specialist, Ms. Cigliano’s abilities span from graphic design and web development to marketing, public outreach, and in-person workshop facilitations.

By merging the application of engagement mediums, Erin is able to effectively build project momentum and optimize outreach efforts. A self-taught web guru, she has designed dozens of project websites including those for the 2011 APA Awarded plans, ‘Sustainable Decatur’ and ‘Downtown Lombard’.

Hands-on planning experience includes the facilitation of neighborhood seminars, including the Metropolitan Consortium of Community Developers (MCCD) in Minneapolis, MN, which encompasses 45 non-profit community development organizations, and the Local Initiatives Support Corporation (LISC), which is dedicated to helping residents transform their distressed neighborhoods.

Erin’s recent outreach and design work includes the complete revamp of Teska’s own website - from design conception, verbiage, and web design, RTA’s ‘Setting The Stage For Transit Guidebook’, Oak Lawn’s 95th Street Corridor Plan, and Plainfield’s Transportation Plan Update.

PROFESSIONAL AFFILIATIONS

- AICP | American Institute of Certified Planners
- AIGA | American Institute of Graphic Artists
- APA | American Planning Association



ERIN CIGLIANO, AICP
New Media Specialist

EDUCATION

B.A. Urban Planning
University of Illinois
(Urbana)

Professional Mentor for Masters Students within the Fine & Applied Arts Masters Program at the University of Illinois (Urbana); Year 2013

Two-Time Recipient of AICP Outstanding Student Award / Graduated 1st in Major

RESUME OF
JODI Z. MARIANO, PLA, ASLA, CLARB
Principal

EXPERIENCE

Ms. Mariano’s backgrounds in landscape architecture and architecture have prepared her well to guide community urban design projects.

Jodi brings a research-oriented, contextual approach to urban design, providing unique design solutions for our public and private sector clients.

Jodi has directed public processes which have resulted in useful master plans, successful funding applications and dynamic implementation projects. Her professional responsibilities range from concept planning through design, construction phase services, development approval and project installation.

Her proficiency with a wide range of graphic techniques, including hand drawings and computer generated graphics, allow her to craft effective and efficient communication techniques. Her technical experience enables her to produce dependable high quality construction documents.

Prior to joining Teska Associates, Jodi worked for a Chicago engineering firm on high profile infrastructural projects, developing her interest in blending vibrant community based design with functional infrastructure needs.

Jodi is an instructor at the Joseph Regenstein, Jr. School at the Chicago Botanic Gardens where she teaches in the Garden Design Certificate Program.

REPRESENTATIVE PROJECTS

Corridor and Urban Design Guidelines

Participated in and led community planning assignments which resulted in the design direction for publicly and privately owned properties, including assignments in Oak Lawn (95th Street Corridor), Broadview (Roosevelt Road) Berkeley (St. Charles Road Corridor), Western Springs, Lombard, South Elgin, Itasca, West Chicago, Sugar Grove and Prairie Grove. Continuing services for many of these communities have provided assistance with municipal decision making for items such as new development, building additions and modifications.

Transportation & Streetscape Planning

Worked on behalf of both private developers and municipalities to develop streetscape visioning and detailed bid document plans for streetscape developments. Assisted with obtaining ITEP (Illinois Transportation Enhancement Program) funding for streetscape implementation. Transportation & Streetscape planning assignments include Orland Park Transportation Plan, Canton Downtown (Canton); Sherman Plaza, Maple Avenue & Borders Plaza (Evanston); Vernon Court Parking Lot, Downtown Planters & Dundee Road median plantings (Glencoe); Lemont Downtown and Historic I&M Canal Trail (Lemont); St. Charles Road (Berkeley); and Southside Streetscape (Greensboro, NC).

Exhibit 1



JODI Z. MARIANO, PLA, ASLA, CLARB
Principal

EDUCATION

- B.A. Landscape Architecture
University of Illinois
(Urbana)
- M.A. Architecture
University of Illinois
(Urbana)

PROFESSIONAL AFFILIATIONS

- State of Illinois, Registered Landscape Architect
- License No. 157-001062
- CLARB Certified Landscape Architect, No. 4570
- Member, American Society of Landscape Architects
- Instructor, Joseph Regenstein, Jr. School, Chicago Botanic Gardens
- Member, Women’s Transportation Seminar

**RESUME OF
DOMINIC SUARDINI**
Associate

EXPERIENCE

Mr. Suardini's background includes extensive knowledge in both landscape architecture and planning professions. Joining Teska in September of 2012, Dominic's experience includes a broad range of urban design, land planning, landscape design, construction documents, and planning projects, with a passion for creating special places for people to live, work and play. Over 12 years experience in hand and computer rendering with applied software programs AutoCAD, Adobe Creative Suite, Google SketchUp, and Microsoft Office Dominic brings both work experience and graphic communication to the drawing board.

Detail-oriented with ability to put on the planner hat, Dominic understands big picture thinking involved in community planning down to the smallest of details in creating a vibrant and unique streetscape for a community.

Prior to joining Teska, Dominic spent 7 years working as a landscape designer/planner for The Lakota Group, Inc. based in Chicago, Illinois. While there he was responsible for producing projects ranging in size from playgrounds to streetscape design to large scale community master plans. His focus was on executing projects from schematic design through constructions and providing clients multiple creative solutions to every project no matter how large or small.

Currently, at Teska Associates, Dominic is involved with design planning for the following corridor and streetscape projects:

REPRESENTATIVE PROJECTS

- Glendale Heights Wayfinding Signage and Campus Enhancement Plan, Village of Glendale Heights
- Oak Lawn 95th Street Corridor, Village of Oak Lawn/CMAP
- Ridgeland Avenue Corridor, Cities of Burbank and Palos Heights, Villages of Oak Lawn, Chicago Ridge, Worth and Alsip / RTA
- Roosevelt Road Streetscape and Signage, Village of Broadview



DOMINIC SUARDINI
Associate

EDUCATION

B.L.A. Landscape Architecture
Michigan State
University
East Lansing, MI

**Sam
Schwartz
Engineering
D.P.C.**

Mark De la Vergne

Principal + Director of Transportation Planning

Education

B.S. Systems Engineering
University of Pennsylvania,
2000

Awards

Engineering News Record-
Midwest, Top 20 Under 40
Award

Professional Affiliations

Association of Pedestrian and
Bicycle Professionals, Board
Member

America Walks, Steering
Committee

Institute of Transportation
Engineers

American Planning
Association

Presentations

2013 ITE National Technical
Conference "Using Outreach
to Build a Citywide Bike Plan"

2013 American Planning
Association Nation
Conference "Walkability: It's
More than Sidewalks"

2012 Transport Chicago
"Streets for Cycling 2020
Plan"

2012 ITE Midwest
District/TRB Urban Streets
Symposium "Chicago
Pedestrian Plan"

2012 ITE Midwest
District/TRB Urban Streets
Symposium "Chicago Streets
for Cycling 2020 Plan"

2012 Transportation
Engineering Association of
Metropolitan St. Louis
"Chicago Pedestrian Plan"

Mark de la Vergne is a Principal with Sam Schwartz Engineering and serves as the Director of Transportation Planning. Described by ENR Midwest as "one of the nation's leading experts on multi-modal transportation", Mr. de la Vergne has worked with communities across the country to increase their transportation options and reduce transportation costs. He was integral in Chicago's transformation into one of the best big cities for walking and biking, spearheading a number of the city's key planning and engineering initiatives. Mr. de la Vergne was part of ENR Midwest's 2014 "Top 20 Under 40" class, which recognizes the top young design professionals.

Relevant Experience

City of Chicago Pedestrian Plan, Chicago, IL

Mr. de la Vergne served as the project manager and lead author for the City of Chicago's Pedestrian Plan. The Pedestrian Plan identified over 250 action items to improve all aspects of the pedestrian experience in Chicago. A citywide outreach effort was undertaken that included seven public meetings across the city, numerous webinars, and workshops with City staff. It is recognized as the most robust pedestrian policy document in the US.

University of Chicago Traffic and Parking Study, Chicago, IL

Mr. de la Vergne served the project manager for the University of Chicago Traffic and Parking Study. The purpose of the study was to mitigate existing traffic and parking issues as well as make the campus more walkable and bikeable. A number of the recommendations in the project have been implemented, including the road diet and protected bike lane on 55th Street.

Evanston Pedestrian Safety Review, Evanston, IL

Mr. de la Vergne served as a technical advisor to the City of Evanston to review their pedestrian safety efforts at schools, parks, senior centers, and transit stations. Included in the work was a review of existing engineering solutions and methodologies, developing modified typologies, and presenting the results of the work at City Council.

Geneva Downtown Plan, Geneva, IL

Mr. de la Vergne served as SSE's Project Manager for its work in developing Geneva's Downtown Plan. As Geneva's Downtown is already a mature, successful place, many of the recommendations focused on enhancing the walkability of the area. This included creating more space for pedestrians, making it easier to cross State Street with improved signal timing, and developing a woonerf.

Mundelein Transit Oriented Development Implementation Plan, Mundelein, IL

Mr. de la Vergne led the transportation planning for Mundelein's Transit Oriented Development Implementation Plan. Mundelein has a Metra station that has limited development around it. As part of the project team, Mr. de la Vergne developed recommendations to create more density and activity in the area. This included a unique traffic circle that will serve as future public space and improved pedestrian connections across the rail tracks.

Sam
Schwartz
Engineering
D.P.C.

Joe Iacobucci

Director of Transit Planning

Education

Masters of Urban Planning + Policy

University of Illinois at
Chicago, 2005

B.A. Communication

Bowling Green State
University, 2000

Professional/Organization Affiliations

ACEC Chicago Transit
Committee, 2014

Lambda Alpha International,
2013-2014

Transport Chicago, President
2008

Presentations

APTA Bus and Paratransit
Conference, 2014

Raleigh Regional
Transportation Authority
Transit Innovation Series,
2014

Houston APA Speaker Series,
2013

APA National Conference,
2013

TRB Annual Conference, 2012

APTA Bus Conference, 2012

NACTO Designing Cities
Conference, 2012

Transport Chicago, 2010

Joe Iacobucci is the Director of Transit for SSE's Midwestern offices. Mr. Iacobucci is responsible for managing transit and transportation projects, providing unique and innovative approaches for different regions across the country. He has over 10 years of transit planning experience, including several years leading long-range initiatives as the Manager of Strategic Planning at the Chicago Transit Authority where he oversaw Project Development of over 40 miles of rail and bus rapid transit projects. Mr. Iacobucci also has several years experience on general transportation projects and has successfully managed several high profile projects in coordination with elected officials and community organizations.

Relevant Experience

Sam Schwartz Engineering, Director of Transit

Currently, Mr. Iacobucci is leading several high-profile transit planning projects, including the transit analysis for North Lakeshore Drive Phase I Design in Chicago, IL and El Monte Bus Terminal/Santa Anita Bus Tunnel Study in Los Angeles County. He is also playing a key role representing SSE in two BRT projects, including the Chicago BRT Network Plan and River North/Streeterville BRT Plan.

In addition to transit projects, Mr. Iacobucci represents SSE in transportation planning for large comprehensive plans, including the Grand Rapids Downtown Master Plan and the Macon Urban Core Plan. Finally, Mr. Iacobucci recently assisted the villages of Oak Park, River Forest, and Forest Park in completing a TIGER IV application for the Harlem Avenue Multimodal Bridge Project.

Chicago Transit Authority, Manager of Strategic Planning

Prior to joining SSE, Mr. Iacobucci was the Manager of Strategic Planning, where his leadership displayed a strong focus on inter-agency and civic coordination to ensure that economic and community development goals were leveraged with bus and rail improvements. In addition to bus rapid transit and heavy rail projects, Mr. Iacobucci also directly managed rail in-fill station planning for the McCormick Place - Cermak Green Line Station, and transit oriented development policies and projects.

Mr. Iacobucci lead the following BRT projects:

- Jeffery Jump: Project Development and implementation of Chicago's first bus rapid transit service; also one of the highest ridership in the US.
- Ashland and Western: Project Development/NEPA for the Gold-Standard project connecting over 200,000 residents on Chicago's West Side.
- Central Loop: CTA lead for the design and Project Development of the most-utilized bus corridor in Chicago's Loop.

He managed the team responsible for Project Development/NEPA of the Red and Purple Line Modernization, Red Line Extension, Climate Adaptation, and CTA Public Art Program. His team consisted of six full-time employees, two part-time employees; he directly managed 1-2 teams of consultants on an ongoing basis and three additional teams of consultants that were managed by internal team members.

SECTION NINE

MARKET ANALYSIS PROPOSALS

This section contains proposal from three market analysis firms suggested as appropriate for Village consideration to provide services regarding the Downtown Master Plan. Each of the proposals includes a description of the firm, its credentials and personnel, their approach to a market evaluation in Winnetka, how they would address relevant work tasks in this assignment, and their proposed budgets for the project. The Teska team is prepared to work with whichever market firm the Village selects for this assignment.

FIRM SUBMISSIONS

■ Goodman Williams Group

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■ HR&A

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■ Valerie S. Kretchmer Associates, Inc.

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VALERIE S. KRETCHMER ASSOCIATES, INC.

Valerie S. Kretchmer Associates, Inc. (VSKA) is a 30-year old real estate and planning consulting firm based in Evanston. Valerie S. Kretchmer, President and sole owner, founded the firm in 1985. VSKA specializes in real estate market analysis, economic development and planning. The company has prepared numerous market, fiscal and economic analyses for public sector clients for downtown, neighborhood, business district, transit-oriented development and commercial corridor revitalization strategies, as well as comprehensive plans.

In addition, the firm has conducted market and financial feasibility analyses, development strategies, investment and disposition strategies, and economic and fiscal impact analyses for a variety of private sector players including developers, property owners and lenders. Our private sector work gives us an in-depth understanding of how developers and lenders view development and redevelopment opportunities. VSKA has conducted market analyses in more than 130 municipalities in the Chicago metro area and in the majority of Chicago's community areas, including many in the north suburbs and on the North Shore.

Project Staff

Valerie Sandler Kretchmer, President, will manage the market analysis portion of the Winnetka Downtown Master Plan. She has over 35 years of real estate and planning experience as a consultant, real estate analyst and city planner. At VSKA, she has prepared a wide range of real estate market analyses for public and private sector clients throughout the Chicago metropolitan area.

Prior to forming Valerie S. Kretchmer Associates, Inc. 30 years ago, she was an Assistant Vice President at VMS Realty Partners, a real estate syndication company, where she was responsible for acquisitions and due diligence market analysis for shopping centers, office buildings, apartment complexes and hotels across the country.

In addition, Ms. Kretchmer is active in numerous professional and civic organizations, including the Urban Land Institute, American Planning Association, Lambda Alpha land economics honorary society, Metropolitan Planning Council of Chicago, Illinois Housing Council and Affordable Assisted Living Coalition. She served as chair and as a member of the Evanston Plan Commission for seven years, chaired a subcommittee responsible for updating the city's 10-year-old Comprehensive Plan, and is a public member of the Joint Review Board of a TIF district in Evanston. She also served on the Metropolitan Planning Council's Campaign for Sensible Growth Technical Advisory Committee.

Ryan Holmes, Senior Planner, will assist with the market analyses. He has 7 years of experience in planning and related fields, including four years in real estate market analysis. He has experience working on market studies in the Chicago suburbs, neighborhoods in Chicago and in small towns throughout northern Illinois for public and private sector organizations. He is a member of the American Planning Association and the Urban and Regional Information Systems Association (URISA).

Ian Tobin, Planner, will also assist with the market analyses. He joined VSKA in February 2014 after completing a Master's degree in planning and internships at the City of Chicago Mayor's office, Chicago Metropolitan Agency for Planning and the Illinois Housing Development Authority. He is a member of the American Planning Association and is on the Board of Directors of the Ravenswood Community Council in Chicago.

VALERIE S. KRETCHMER ASSOCIATES, INC.

EXPERIENCE IN CHICAGO METRO AREA MUNICIPALITIES

Cook County

Arlington Heights	Lyons
Barrington	Markham
Buffalo Grove	Matteson
Bellwood	Maywood
Blue Island	Melrose Park
Broadview	Midlothian
Calumet City	Morton Grove
Chicago – numerous neighborhoods	Mount Prospect
Chicago Heights	Niles
Chicago Ridge	Northbrook
Cicero	Oak Forest
Country Club Hills	Oak Park
Countryside	Olympia Fields
Des Plaines	Orland Park
Dolton	Palatine
Evanston	Park Forest
Elk Grove Village	Park Ridge
Franklin Park	Prospect Heights
Flossmoor	Riverdale
Glenview	Riverside
Glenwood	Rolling Meadows
Hanover Park	Rosemont
Harvey	Skokie
Hoffman Estates	Summit
Homewood	Thornton
Justice	Tinley Park
Lansing	Westchester
Lemont	Western Springs
Lincolnwood	Willow Springs
Lynwood	Wilmette

Valerie S. Kretchmer Associates, Inc.

Lake County

Antioch	Lindenhurst
Beach Park	Mundelein
Fox Lake	North Chicago
Grayslake	Park City
Gurnee	Round Lake Beach
Hawthorn Woods	Vernon Hills
Highland Park	Volo
Lake Bluff	Wauconda
Lake Forest	Waukegan
Lake Zurich	Zion
Lake Villa	

DuPage County

Addison	Naperville
Bensenville	Roselle
Bloomington	West Chicago
Downers Grove	Wheaton
Elmhurst	Willowbrook
Hinsdale	Wood Dale
Lisle	Woodridge
Lombard	

Will County

Bolingbrook	Mokena
Braidwood	New Lenox
Channahon	Plainfield
Crete	Romeoville
Frankfort	Shorewood
Joliet	University Park
Lockport	

Valerie S. Kretchmer Associates, Inc.

McHenry County

Crystal Lake	Lakemoor
Harvard	McHenry
Huntley	Spring Grove
Lake in the Hills	Woodstock

Kane and Kendall Counties

Aurora	North Aurora
Batavia	South Elgin
Carpentersville	St. Charles
East Dundee	Sugar Grove
Elgin	West Dundee
Oswego	



Kretchmer Associates Suburban Chicago Projects



Valerie S. Kretchmer *Associates, Inc.*

VALERIE S. KRETCHMER ASSOCIATES, INC.

REPRESENTATIVE CLIENTS

Valerie S. Kretchmer Associates, Inc. has undertaken assignments for a variety of public, private and not-for-profit clients, including:

Public Sector

City of Chicago Department of Planning and Development	Village of Lake Bluff, IL
City of Chicago Department of Aviation	Village of Lake Zurich, IL
City of Countryside, IL	Village of Lemont, IL
City of Delavan, IL	Village of New Lenox, IL
City of Evanston, IL	Village of Mokena, IL
City of Harvey, IL	Village of Riverdale, IL
City of Highland Park, IL	Village of Roselle, IL
City of Joliet, IL	Village of Western Springs, IL
City of Kansas City, MO	Village of Wheeling, IL
City of Lake Forest, IL	Village of Wilmette, IL
City of Madison, WI	Village of Woodridge, IL
City of Park Ridge, IL	Grundy County, IL
City of Prospect Heights, IL	Chicago Housing Authority
City of Washington, IL	Chicago Metropolitan Agency for Planning
City of Wheaton, IL	Housing Authority of Joliet
City of Wood Dale, IL	Illinois Housing Development Authority
Oak Park Township	McHenry County
Village of Addison, IL	Metra
Village of Antioch, IL	Metropolitan Mayors Caucus
Village of Barrington, IL	Pace
Village of Beach Park, IL	Metropolitan Planning Council
Village of Bellwood, IL	Regional Transportation Authority
Village of Glenwood, IL	Rockford Housing Authority
	Southeastern Wisconsin Regional Planning Commission

Valerie S. Kretchmer *Associates, Inc.*

Private Sector

Affordable Housing Continuum

The Alden Group

Bravo Properties

The Burton Foundation

Cambridge Systematics

Camiros, Ltd.

Carefree Development Corp.

CenterPoint Properties

Community Development

Partners

Consecra Housing Network

Crown Group

Daveri Development

The DeBruler Company

Del Webb Corporation

Developers Mortgage Co.

DKI, Inc.

Draper and Kramer Incorporated

Dynamic Health Care

Evergreen Real Estate

Farr Associates

Flaherty & Collins

Full Circle Communities

G&A Development

General Capital Co.

Gershman Mortgage

Heritage Enterprises

HNTB

HOK Planning Group

Horizon Development Corp.

Hunter Management

Iceberg Development Group

Janko Group

Jones Lang LaSalle

Love Funding

McCollum Realty

Metroplex

MR Properties

New Frontier Companies

North Shore Development Company

Norwood Builders

Pathway Senior Living

Pontarelli Cos.

P/R Mortgage Co.

Ridge Property Trust

Ross Barney Architects

Ross Financial Corp.

RPM Management

RS&H

SAK Management

Senescent Healthcare

Solomon Cordwell Buenz

The Ryan Companies

The Shaw Co.

Three Diamond Development

Sabal Financial Group

Senior Lifestyle Corporation

Seven Bridges

Stone Financial Group

Teska Associates, Inc.

3 Diamond Development

Trammell Crow

TY Lin International

U.S. Equities

VeriGreen Development

Vermilion Development

Vitus Group

Weiss Properties

Valerie S. Kretchmer Associates, Inc.

Non-Profit

A Safe Place

Bickerdike Redevelopment Corporation

Catholic Charities

Diocese of Joliet

Franciscan Sisters Service Corporation

Greater Southwest Development Corp.

Hispanic Housing Development

Corporation

Housing Opportunity Development

Corporation

Metropolitan Planning Council Lake

County Residential Development

Corporation

Mercy Housing Lakefront

Neighborhood Housing Services

Preservation of Affordable Housing

St. Edmund's Redevelopment

Corporation

Transitional Living Services

Zion Development Corporation

Valerie S. Kretchmer Associates, Inc.

Education

Washington University in St. Louis, B.A., 1974
Phi Beta Kappa

New York University Graduate School of Public Administration
M.P.A., 1976

Professional Affiliations and Publications

Urban Land Institute

Lambda Alpha land economics honorary society

American Planning Association

Illinois Housing Council

Affordable Assisted Living Coalition

Evanston, IL Plan Commission
past member and chair

Principal Author, Housing 123: A Workbook for Local Officials and Community Leaders by the Metropolitan Planning Council

Contributing Author: Real Estate Market Analysis; Methods and Case Studies by the Urban Land Institute

VALERIE SANDLER KRETCHMER

President

Experience

Valerie Sandler Kretchmer founded Valerie S. Kretchmer Associates, Inc. in 1985. She brings over 35 years of experience as a real estate and planning consultant for a wide range of public and private organizations, counseling clients in:

- Market and financial feasibility analysis
- Development and redevelopment strategies
- Downtown, neighborhood and commercial corridor revitalization strategies
- Real estate investment and disposition analysis
- Transit-oriented development
- Economic development
- Consumer research and surveys
- Fiscal impact analysis

Valerie S. Kretchmer Associates, Inc. -- Principal

VMS Realty Partners -- Assistant Vice President, Director of Real Estate Analysis/Due Diligence, Senior Real Estate Analyst

Real Estate Research Corporation -- Senior Analyst and Analyst

Community Improvement Agency (New Orleans, LA) -- Project Planner

Councilman Robert F. Wagner, Jr. (New York, NY) -- Aide

Representative Assignments

- Market analysis and strategic plans for the business districts and Green Bay Road corridor in Wilmette including those adjacent to the Metra station and Purple Line station for the Village of Wilmette.
- Retail, residential and office market analysis for a downtown plan in Riverside for CMAP and the Village of Riverside.
- Retail, office, condominium and apartment market analysis for sites in downtown Park Ridge and the Higgins Road corridor for the City of Park Ridge.
- Residential, retail and office market analysis for the 203rd Street Metra station area in Olympia Fields as part of a transit-oriented development plan for the Village of Olympia Fields and CMAP.
- Market assessment for retail and office space at Seven Bridges in Woodridge, a master-planned development, for the Village of Woodridge.
- Residential market and fiscal analysis for the potential redevelopment of the Evanston Civic Center building and surrounding property for the City of Evanston.
- Analysis of residential real estate conditions and trends in Evanston as they related to school enrollment at elementary and middle schools in Evanston-Skokie School District 65 for the school district.
- Market analysis for a luxury apartment complex in Orland Park adjacent to the 143rd Street Metra station for the developer and lender.
- Office, retail and industrial market assessment for Prospect Heights for a comprehensive plan, and market assessment for residential and retail development on a site on the west side of I-294 south of Willow Road for the City of Prospect Heights and CMAP.
- Market analysis for independent living, assisted living and memory care facilities in the north, northwest, west, southwest and south suburbs of Chicago for senior housing developers.
- Senior housing needs assessment for Arlington Heights, Mount Prospect, Palatine, Rolling Meadows and Buffalo Grove for the Metropolitan Mayors Caucus and the municipalities.
- Senior housing market assessment and review of development proposals for a village-owned site for the Village of Lake Bluff.

Valerie S. Kretchmer Associates, Inc.

Education

St. Joseph's University, B.A., English,
2003

The University of Illinois at Urbana-
Champaign, M.U.P., 2010

Professional Affiliations

American Planning Association

Urban and Regional Information
Systems Association (URISA)

RYAN HOLMES

Senior Planner

Experience

Ryan Holmes has 6 years of experience in urban planning and related fields for the public and private sector. His educational and professional experience includes:

- Market research and feasibility studies
- Demographic analysis
- Long-range sustainable corridor planning
- Public administration support
- GIS and data analysis

Valerie S. Kretchmer Associates, Inc. – Senior Planner,
Planner

Army Corps of Engineers Construction Engineering Research Lab
-- Research Assistant

University of Illinois at Urbana-Champaign --
Teaching Assistant and Research Assistant

Community Preservation Corporation Resources, Inc. –
Asset Management Assistant

Town of Bethel, Connecticut -- Assistant to the
First Selectman

Representative Assignments

- Residential, retail and office market analysis for the 203rd Street Metra station area in Olympia Fields as part of a transit-oriented development plan for the Village of Olympia Fields and CMAP.
- Retail, residential and office market analysis for a downtown plan in Riverside for CMAP and the Village of Riverside.
- Retail, office and residential market assessment and recommendations for development for sites in Addison as part of the comprehensive plan for the Village of Addison and CMAP.
- Market assessment and recommendations for selected sites in Westchester as part of a comprehensive plan for the Village of Westchester and CMAP.
- Retail, office and industrial market assessment for development in Oswego as part of a comprehensive plan for the Village of Oswego and CMAP.
- Senior housing needs assessment for Arlington Heights, Mount Prospect, Palatine, Rolling Meadows and Buffalo Grove for the Metropolitan Mayors Caucus and the municipalities.
- Market assessment for retail and office space at Seven Bridges in Woodridge, a master-planned development, for the Village of Woodridge.
- Retail, office and industrial market analysis for sites in North Chicago for CMAP.
- Retail market analysis and recommendations for improvements to the Archer Avenue corridor in the Garfield Ridge neighborhood of Chicago for the City of Chicago.
- Market research and analysis for independent living, assisted living and memory care facilities for seniors in Lake in the Hills, East Dundee, West Dundee, Crystal Lake, Elgin, Plainfield, Joliet, Mount Prospect, Prospect Heights, Frankfort, Batavia, Huntley, Woodridge, Channahon, Naperville, Woodstock, New Lenox and others for developers.
- Senior housing needs assessment for Arlington Heights, Mount Prospect, Palatine, Rolling Meadows and Buffalo Grove for the Metropolitan Mayors Caucus and the municipalities.
- Analysis and visualization of Chicago foreclosure data utilizing GIS.

**VALERIE S. KRETCHMER ASSOCIATES, INC.
REPRESENTATIVE PROJECTS**

Economic and Market Assessment for Downtown Riverside Plan

VSKA prepared an economic and market assessment for downtown Riverside as part of a plan being prepared by CMAP under the Local Technical Assistance Program. VSKA analyzed the retail, office and residential market opportunities for the area. This included the following:

- Field inspection of the study area and nearby locations that are considered competitive.
- Review of past downtown plans and surveys.
- Interviews with village staff, downtown business owners, property owners, Realtors, commercial and residential brokers to gain insights into the study area and its competitiveness with other locations.
- Analysis of market area demographics.
- Analysis of employment and business trends in the Village and downtown study area.
- Analysis of retail sales and spending potential for the Village.
- Analysis of office and retail occupancy rates, rents and tenancy in the Village.
- Analysis of residential sales, apartment rents and occupancy rates in the Village.
- Comparison of downtown Riverside to downtown Brookfield, Clarendon Hills, LaGrange and Western Springs in terms of downtown land use, demographics and retail sales.
- Conclusions as to the depth of the market and most likely opportunities for development downtown.

Client: Chicago Metropolitan Agency for Planning
Bob Dean, Deputy Director
233 S. Wacker Drive
Chicago, IL 60606
312-386-8835
Date: 2012

Market Assessment for Seven Bridges in Woodridge

VSKA was retained by the Village of Woodridge to evaluate the retail, office and hotel development prospects at Seven Bridges, a master-planned mixed-use development. Most of the development was built out with high quality single-family detached homes, townhouses, rental apartments, condominiums, a banquet hall, fitness center, ice rink, golf

Valerie S. Kretchmer *Associates, Inc.*

course, and some retail, restaurant and office space. However, the original Planned Unit Development called for a mixed-use town center with a hotel on a portion of the site.

The retail and office portions of the site had not been fully built out when the developer lost control of the property during the recession. A new developer was requesting a change to the PUD to allow for more multi-family apartments in place of additional commercial space, given his difficulty in attracting retail and office users. Before approving any changes to the PUD, the Village wanted to determine whether a market existed for more commercial space. VSKA was the prime consultant for a team that also included T.R. Mandigo and Company (hotel market analysis) and Cabanban, Rubin & Mayberry Commercial Realty (retail broker).

This work included the following:

- Tour of the site and existing buildings.
- Meetings with Village staff and the current property owner to review past plans and ideas for the future of the property.
- Review of information obtained from the owner on Seven Bridges' rents, occupancy, turnover, and marketing efforts.
- Interviews with the multi-family property manager, managers of the fitness center, golf clubhouse, ice rink, and commercial space to determine the type of uses that would complement what was already built.
- Survey of competitive retail and office properties to determine potential tenants that are absent from the market and the relative desirability of Seven Bridges to competing locations.
- Interviews with retail brokers active in DuPage County to discuss potential tenants for the site, achievable rents, build-out allowances and the type of tenants that could be attracted to Seven Bridges.
- Analysis of the site's competitive advantages and disadvantages compared to other available locations.
- Recommendations to the Village as to the feasibility of additional retail and office development, in addition to attracting a hotel at this site.

Client: Village of Woodridge
Michael Mays, Director of Community Development
Five Plaza Drive
Woodridge, IL 60517
630-719-4766
Date: 2013

Market Analysis for Transit-Oriented Development Plan in Olympia Fields

VSKA was a sub-consultant on a team led by Caminos, Ltd. and retained by CMAP under the Local Technical Assistance program to assist the Village of Olympia Fields with a plan for development in the vicinity of the 203rd Street Metra station. VSKA analyzed the market for retail, office, and residential development in the vicinity of the station. This included the following:

- Field inspections of the study area and competitive locations.
- Interviews with real estate brokers, property owners, leasing agents and developers in Olympia Fields and adjacent suburbs.
- Compilation and analysis of demographic, retail sales, and sales potential data for the village and competitive communities.
- Compilation and analysis of retail, office and residential market data for Olympia Fields and for the specific study area.
- Conclusions on the marketability of the study area for different types of development, and recommendations as to the best sites for different types of development. These were incorporated into the TOD plan for the village.

Client: Chicago Metropolitan Agency for Planning
Bob Dean, Deputy Director
233 S. Wacker Drive
Chicago, IL 60606
312-386-8835
Date: 2013

Retail and Commercial Market Analysis for the Business Districts in Wilmette and Plan for the Green Bay Road Corridor and 4th and Linden Business District

VSKA prepared a retail and office market analysis for all of the business districts in Wilmette including the Village Center, 4th and Linden (at the terminus of the CTA Purple Line), the Green Bay Road corridor, the Ridge Road corridor and the Skokie Boulevard Corridor as part of a comprehensive review of the Village's business districts. The purpose was to assist the Village staff, Village Board and Chamber of Commerce in understanding the Village's competitive position and what the Village needs to do to enhance its competitive economic situation. VSKA made recommendations as to the economic development tools the Village can use to work with property and business owners to improve the business districts.

In addition, VSKA and Hitchcock Design Group prepared a comprehensive strategy for the 4th and Linden business district, looking at zoning and other regulatory issues,

Valerie S. Kretchmer *Associates, Inc.*

redevelopment opportunities, traffic, parking and other public actions that can be taken to improve conditions in this district.

For the Green Bay Road corridor VSKA and Hitchcock Design Group prepared a comprehensive strategy for business development, redevelopment of several key parcels, regulatory changes and beautification that can enhance the corridor.

Client: Village of Wilmette
John Adler, Community Development Director
1200 Wilmette Avenue, Wilmette, IL 60091
847-853-7550
Date: 2004-2005

Valerie S. Kretchmer *Associates, Inc.*

Real Estate and Planning Consulting

807 Davis Street • #2004
Evanston, IL 60201-7103
TEL 847-864-8895
E-MAIL vsk@kretchmerassociates.com

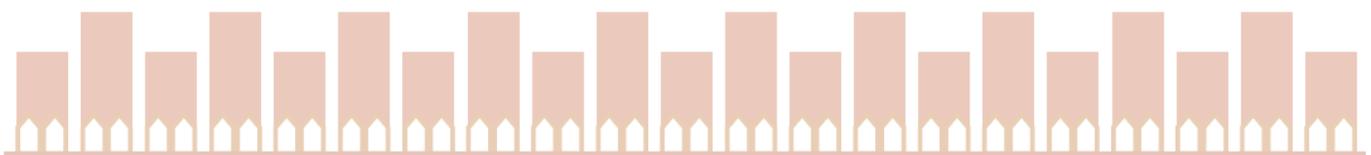
Approach to Winnetka Downtown Master Plan Task 3 - Market Analysis

The Village's RFP was quite specific relative to the issues it would like examined and the sub-tasks to be incorporated into the Market Analysis. Valerie S. Kretchmer Associates, Inc. (VSKA) will conduct all of the points raised in the RFP. As demonstrated in the qualifications and resumes accompanying this proposal, VSKA has the depth of experience needed for this assignment, having prepared a wide range of real estate market analyses for both public and private sector clients in over 130 different municipalities in the Chicago metro area. VSKA is located in close proximity to Winnetka in downtown Evanston, and is very familiar with Winnetka and other North Shore communities. The most comparable project undertaken by the firm was an analysis we did for the Village of Wilmette of all of its retail districts, including more detailed plans for the Green Bay Road corridor and the 4th and Linden business district.

A considerable amount of useful background research has already been conducted through resident surveys and past planning efforts by ULI and other consultants. VSKA will build upon this information. Winnetka is most fortunate to have some of the best quality housing stock in the Chicago region, exceptional schools, and a highly educated and wealthy population. The business districts are generally attractive and offer a quality stock of buildings. Nonetheless, residents have shown strong interest through surveys and public forums in improving the mix of businesses and activities, filling vacancies, and enhancing the physical condition of the districts.

To that end, VSKA and Teska Associates, Inc. will undertake a thorough analysis of existing conditions in each of the business districts; interview property owners, Realtors, business owners, developers and residents; understand why certain sites and buildings are vacant; and determine the highest and best uses for sites the Village has identified in the RFP. VSKA will compare the business mix, rents, property taxes, building prices, land values, available space and general market conditions in competitive locations to Winnetka, including other North Shore business districts and shopping centers.

While retail, restaurant and entertainment uses tend to be front of mind for most residents, the ability to increase the resident and daytime population will add to the vitality of the districts. Such opportunities will be analyzed in detail to determine whether there is additional demand, and if so, how much and for what product types.



With office space, we often find that existing space is not always suitable for potential tenants. For example, despite interest from medical practitioners, second floor office space in buildings without elevators isn't viable. Owners may be unwilling to undertake the type of improvements required to bring such buildings up to marketable standards.

The analysis will also focus on both for-sale and rental multi-family residential development, particularly as it relates to specific sites. We will look at demand drivers, competition, price points, rents, unit types, and amenities to determine what will be most marketable and where. Upscale rentals are becoming increasingly popular in wealthy communities as evidenced by three new rental projects underway in Glenview, two in Evanston and one in Northbrook.

In addition, the market analysis will identify economic issues that affect development feasibility, key locations for different types of uses, and actions the Village should take to facilitate new development, rehabilitation and re-use of existing properties. Not all sites are created equally and while there could be strong potential for a specific use, a particular site may not be well suited for that use. The market analysis will feed into the overall recommendations and site specific opportunities to be conducted in Task 4, Land Use Recommendations and Opportunities.

ESTIMATED BUDGET FOR VALERIE S. KRETCHMER ASSOCIATES, INC.

	Hours and Billing Rates			Reimbursable Expenses*	Total Hours
	President	Senior Planner	Planner		
	\$180	\$100	\$80		
Task 1	4	4			8
Task 2	25	8			33
Task 3	55	45	55		155
Task 4	22	5			27
Task 5					0
Task 6					0
Task 7					0
Task 8	6				6
Task 9					0
Task 10					0
Total Hours	112	62	55		229
Total Cost	\$20,160	\$6,200	\$4,400	\$200	\$30,960
* Demographics and travel					

SECTION TEN

COMPLIANCE AFFIDAVIT



Agenda Item Executive Summary

Title: Ordinance No. M-14-2015: Authorizing the Disposition of Certain Surplus Personal Property Owned by the Village of Winnetka (Introduction)

Presenter: Nicholas A. Mostardo, Financial Services Coordinator

Agenda Date:

07/07/2015

Consent:

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Item History:

None

Executive Summary:

From time to time, the Village's operating departments dispose of vehicles, equipment and other machinery that are no longer used in the Village's operations due to scheduled retirement, replacement, condition or obsolescence. Consistent with Illinois statutes and the home rule authority of the Village, the Village's established practice is to pass an ordinance authorizing the Village Manager to dispose of such items.

Ordinance No. M-14-2015 authorizes the disposition of phone system and related networking equipment that was recently replaced with a voice-over IP (VOIP) system. The monetary worth of such equipment in the aggregate is negligible, but there may be value in the individual system parts and electronic components.

The Ordinance also authorizes the Water & Electric Department to dispose of one (1) 2007 Ford Explorer utility vehicle (W&E #51) with 173,507 miles. This vehicle was recently replaced with a 2015 Ford Explorer, which was approved by the Village Council on 2/3/15.

Recommendation:

Consider introduction of Ordinance No. M-14-2015, titled "An Ordinance Authorizing the Disposition of Certain Surplus Personal Property Owned by the Village of Winnetka."

Attachments:

Ordinance No. M-14-2015

**AN ORDINANCE
AUTHORIZING THE DISPOSITION OF
CERTAIN SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF WINNETKA**

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

WHEREAS, the Village owns: (i) various items of used telephone system equipment; and (ii) a 2007 Ford Explorer truck (collectively, the “*Surplus Property*”), which is described in detail on **Exhibit A** attached to and, by this reference, made a part of this Ordinance; and

WHEREAS, the Council of the Village of Winnetka (“*Village Council*”) has determined that ownership of the Surplus Property is no longer necessary or useful to, or for the best interests of, the Village; and

WHEREAS, the Village Council desires to dispose of the Surplus Property; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to dispose of the Surplus Property as set forth in this Ordinance;

NOW, THEREFORE, be it ordained by the Council of the Village of Winnetka as follows:

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

SECTION 2: AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-2, and the Village’s home rule authority, the Village Council hereby declares that ownership of the Surplus Property is no longer necessary or useful to, or in the best interests of, the Village. The Village Council hereby authorizes the Village Manager, or his designee, to dispose of the Surplus Property in a manner to be determined by the Village Manager, in his discretion.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the disposition of the Surplus Property authorized pursuant to Section 2 of this Ordinance.

SECTION 4. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage by a majority of the corporate authorities then holding office, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 7th day of July, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 7th day of July, 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: July 7, 2015

Passed and Approved:

EXHIBIT A

SURPLUS PROPERTY

Property Description	Quantity	Serial Number (if applicable)
SX2000 Light Controller	1	
SX2000 Light Peripheral Node Controller	4	
Mitel Superset 4015, 4025, and 4150 Digital Phones	180	
Cisco Catalyst 3750 Network Switch	10	
Water & Electric Utility Vehicle #51, 2007 Ford Explorer	1	VIN 1FMEU73E57UB77443



Agenda Item Executive Summary

Title: Request for Village to vacate alley right-of-way adjacent to 319 Fairview Avenue

Presenter: Brian Norkus, Assistant Director of Community Development

Agenda Date:

07/07/2015

Consent:

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Item History:

None

Executive Summary:

The owners of 319 Fairview Avenue have expressed interest in acquiring a portion of an unused alley adjacent to their rear lot line. The area in question measures 10' x 50', measured to the centerline of the unimproved alley.

The alley in question has never been improved with pavement, and all homes on the block have been developed with front driveways rather than use the alley in question. As a result, the Village has previously sold portions of the same alley to four (4) nearby property owners, between 1997 and 2001.

Prior sales have been subject to (a) payment of established fair market value for the land, (b) provision of utility easements for existing and future Village utilities, and (c) payment of other fees such as appraisal, document preparation and recording fees. An attached appraisal reports a market value of \$16,500, with additional expenses of \$2,750 for documents and recording fees, totalling \$19,250.

The resident has requested that the Council consider a reduction in reimbursable expenses.

Recommendation:

Provide policy direction on requested sale of Village property, including resident request for reduction in reimbursable expenses.

Attachments:

Agenda Report

Exhibit A – subject alley as originally platted (1872)

Exhibit B – previous alley vacation and sales

Exhibit C – property appraisal

Exhibit D – correspondence regarding fees

AGENDA REPORT

SUBJECT: Request for Village to vacate alley right-of-way, adjacent to 319 Fairview Avenue

PREPARED BY: Brian Norkus, Assistant Director of Community Development

DATE: June 29, 2015

The owners of 319 Fairview Avenue are in the process of developing plans for a new detached garage and as part of that process inquired into the status of an unimproved Village alley lying immediately east of their property. Subsequently the property owner, Wesley Ward, has expressed interest in acquiring that portion of the unused alley adjacent to their rear lot line.

Exhibit A highlights the location of a 20' wide alley, platted in 1872 as one of Winnetka's earliest land subdivisions, "*Dale's Addition to Winnetka*". In the years that followed platting of this area, the 21 homes on this one-block area have all been built with driveway access from the street - Village records indicate that the alley has never been improved with pavement or otherwise provided access to individual lots.

While the Village-owned alley includes overhead electrical utilities, the area does not include any other utilities such as water or sewer. As a result, the Village has had a minimal need to access or maintain the unimproved alley, and adjacent private property owners have performed the vast majority of landscape maintenance over the years.

The Village has responded favorably to prior requests for sale of the same alley, which were typically received as part of plans for new home construction. **Exhibit B** depicts four (4) previous instances in which the Village has vacated and sold portions of the unused alley to adjacent property owners, most recently in 2001. Previous sales have been subject to (a) payment of established fair market value for the land, (b) provision of utility easements for replacement and maintenance of Village utilities, and (c) payment of other fees such as appraisal, document preparation and recording fees.

In order to establish a figure for Council consideration staff has arranged for an appraisal to be conducted, with that appraisal establishing a fair market value of \$16,500 (**Exhibit C**).

Additional fees which would customarily be paid by the purchaser are itemized as follows:

Appraisal -	\$ 750
Plat of vacation -	350
Plat of consolidation -	350
Recording fees (County) -	300
<u>Legal (preparation of Ordinance) -</u>	<u>1,000</u>
TOTAL	\$2,750

The owner of 319 Fairview has requested in an attached email that the Village consider a reduction in the amount of reimbursable expenses.

If the Council directs staff to proceed, documents will be ordered from a licensed surveyor and an Ordinance prepared by the Village Attorney for introduction at an upcoming meeting.

Exhibits

Exhibit A – subject alley as originally platted (1872)

Exhibit B – previous alley vacation and sales

Exhibit C – property appraisal

Exhibit D – correspondence regarding fees

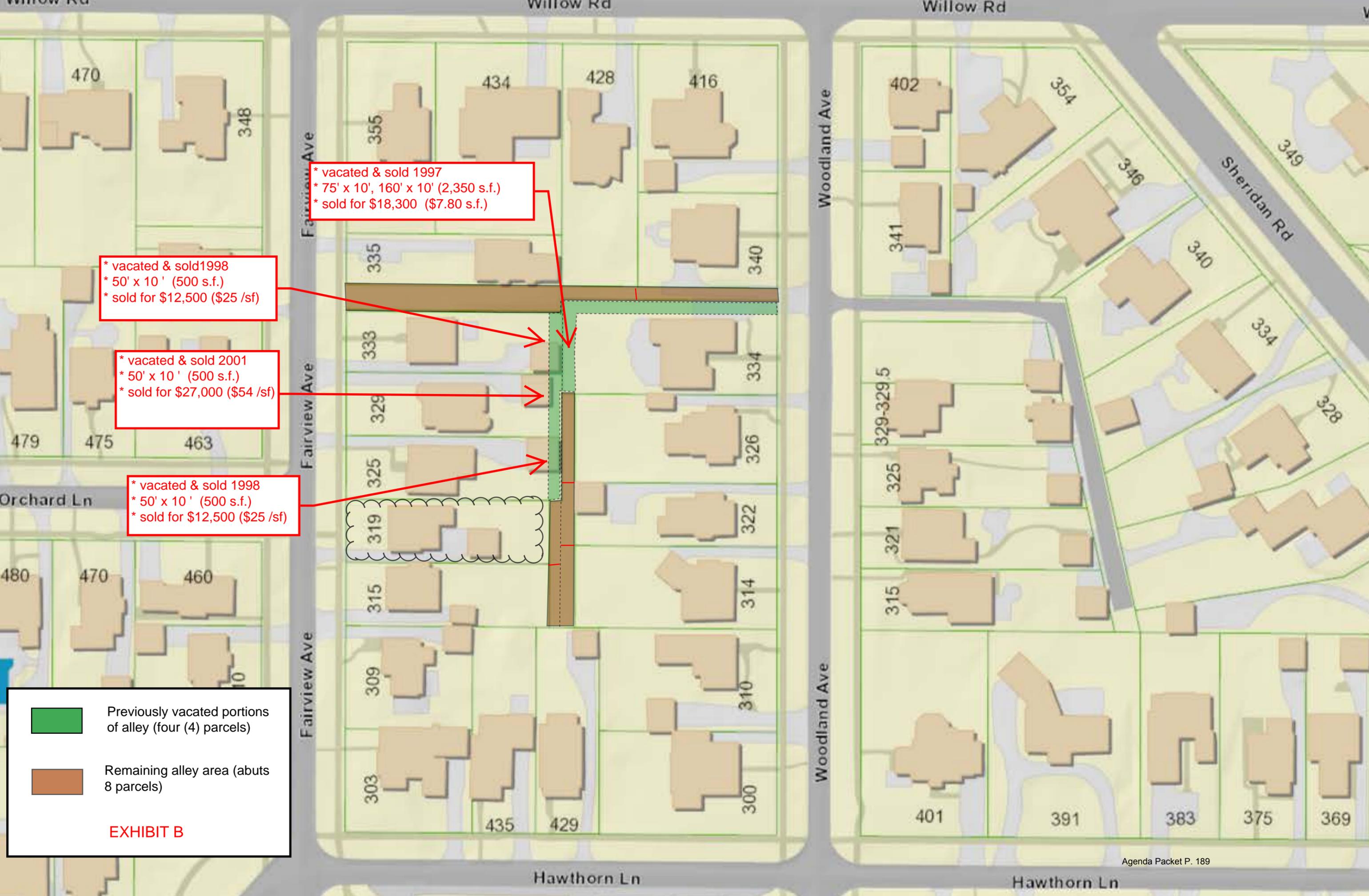
Recommendation:

Provide policy direction on sale of Village alley right of way, including resident request for reduction of reimbursable expenses.



Originally platted alley area
(platted 1872)

EXHIBIT A



* vacated & sold 1997
 * 75' x 10', 160' x 10' (2,350 s.f.)
 * sold for \$18,300 (\$7.80 /s.f.)

* vacated & sold 1998
 * 50' x 10' (500 s.f.)
 * sold for \$12,500 (\$25 /sf)

* vacated & sold 2001
 * 50' x 10' (500 s.f.)
 * sold for \$27,000 (\$54 /sf)

* vacated & sold 1998
 * 50' x 10' (500 s.f.)
 * sold for \$12,500 (\$25 /sf)

EXHIBIT B

- Previously vacated portions of alley (four (4) parcels)
- Remaining alley area (abuts 8 parcels)

EXHIBIT C

**APPRAISAL REPORT OF
A REAL ESTATE APPRAISAL
OF:**

**THE VACATED ALLEY BEHIND (EAST OF)
319 FAIRVIEW AVENUE
WINNETKA, ILLINOIS**



REALVALUATION™
SERVICES

770 Lake Cook Rd.
Suite 300
Deerfield, IL 60015
www.realvs.com
312.878.0980

March 17, 2015
319 Fairview Avenue
Winnetka, Illinois 60093



Dear Mr. Brian Norkus:

As you recently requested, we have prepared an appraisal report of our appraisal valuing the property commonly known as **319 FAIRVIEW AVENUE**, in **WINNETKA, ILLINOIS** (Census Tract 8004.00). The property consists of the rectangular shaped, 500 square foot interior site of land. There is currently no P.I. # for this land. If purchased by the current owner of 319 Fairview Avenue, it will become part of #05-21-401-009-0000.

We hereby certify that we have no past, present or contemplated future interest in the property, nor have we completed any recent prior appraisals; that neither the assignment to prepare the appraisal, nor the compensation therefore, are contingent upon the value reported; that we have personally inspected the property on March 12, 2015; and that this appraisal report has been made in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Appraisal Institute, which has the right of review.

This letter comprises an Appraisal Report of our appraisal, as it develops our opinion of the market value of the fee simple interest as of the date of our inspection of **March 12, 2015**.

LEGAL DESCRIPTION

The Cook County Plat prepared by the Sidwell Company, a copy of which is reproduced in the Addenda of this appraisal, describes the property as:

The east 10 feet in Lot 14 in Block 3 in the Dole Addition to the Village of Winnetka, said addition being a subdivision of the north 7.50 chains of the southeast Fractional $\frac{1}{4}$ of Section 21, Township 42 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

This legal description should be confirmed by a licensed surveyor prior to any transfer or encumbrance of the property.

INTENDED USE AND USER OF THE APPRAISAL

This appraisal report will develop our opinion of the **market value**, as herein defined, of the **fee simple interest** in the property in its "as is" condition as of the date of our inspection on **March 12, 2015**. The market values developed in this appraisal report is subject to the terms and conditions set forth in this report, including those specified in the standard Assumptions and Limiting Conditions in the Addenda; but with no direction as to hypothetical conditions or extraordinary assumptions.

This appraisal has been prepared at the request of Mr. Brian Norkus, Assistant Director of Community Development for the Village of Winnetka, as such, he is our client. The intended users of this report are Mr. Norkus and the Village of Winnetka, as well as the adjacent property owner, Mr. Wesley Ward. The intended use of this appraisal report is to assist in determining the fair market value of the 10' x 50' piece of a vacated alley at the rear of Mr. Ward's property, whose address is 319 Fairview Avenue in Winnetka. This real estate appraisal includes no items of personal property, as none are typically conveyed with vacant land. Our opinion of market value applies solely to the above date, and there are no representations or warranties, expressed or implied or otherwise made by us, pertaining to the future value of real or personal property. It assumes that title to the property is held in fee simple, free and clear of any existing mortgages or other liens.



We reserve the right to revise our value conclusions based upon future factual discoveries to the contrary, if any. All terms and conditions of our usual narrative appraisals of a property of this type and class remain unchanged, except as noted herein.

COMPETENCY PROVISION

The appraiser is competent to prepare this appraisal without undisclosed outside assistance.

DEFINITION OF MARKET VALUE

The Office of the Comptroller of the Currency of the United States defines Market Value as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and each acting in what they consider their own best interests;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial agreements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

It is important to distinguish between market price and market value, as herein defined. Market value contemplates a degree of knowledge, willingness and objectivity not necessarily inherent in market price.

HISTORY OF RECENT CONVEYANCES

An examination of Cook County real estate tax records reveals no conveyances pertaining to the property within the past three years. We know of no recorded or unrecorded sale, purchase option agreement, sale of partial interest, or contract for deed, which have occurred within the last three years.



SCOPE OF WORK PERFORMED

To demonstrate our basis of arriving at our opinion of the *market value* of the *fee simple interest* in the property, we have prepared this appraisal report of our appraisal, consistent with Standard 2-2(a) of the current edition of the Uniform Standards of Professional Appraisal Practice (USPAP). As with all appraisals prepared by this office, it also complies with the standards of the Appraisal Institute, which has the right of review for compliance and educational purposes. The scope of our independent investigation and analysis is briefly described here.

Descriptive data pertaining to the property, its legal status and location factors have been gathered from public sources identified in this report, and demographic data and other support materials maintained in our office; as well as our exterior inspection of **March 12, 2015**. A Plat of Survey was provided.

To arrive at our opinion of the Market Value of the fee simple interest in the property, we have utilized only one of the three approaches to value commonly applied in the appraisal of real estate: the Sales Comparison Approach. That method makes direct comparison with the reported sales of comparable properties. Sale data utilized is taken from public records, broker's reports and interviews with parties to the reported transactions, verified by multiple sources wherever possible.

We have not considered the Cost Approach in valuing this property, which approach sums the depreciated replacement cost of the building and site improvements with our opinion of the market value of the land, if vacant. This type of analysis is not applicable to the subject, as there are no improvements in place.

Similarly, we have not considered the Income Capitalization Approach, which values the property by capitalizing the economic net income at an overall rate, as vacant land is rarely leased; and sites as small as the subject and that lack visibility and access are never leased.

Any published sources referred to in our analysis are identified in the text. All information provided by others is believed to be reliable, but may or may not have been independently verified. Other limiting conditions to this appraisal, and the extent of the appraiser's responsibility, are set forth in the appraiser's Certification and the Assumptions and Limiting Conditions in the Addenda to this report, and should be carefully considered.

ZONING

According to the Village of Winnetka, the site is zoned **R5, Single-Family Residential**. The permitted use for this district is detached, single-family homes and the minimum lot size is 8,400 square feet for interior lots and 8,900 square feet for corner lots.

Thus, the 500 square foot site is not considered to be a buildable lot as it does not meet the minimum lot size requirement. Additionally, the site does not have access from any public streets or private driveways. Therefore, it cannot be developed on its own, and has no value except to the adjacent parcel owners who could use the extra land to permit a larger home to be built on a site if it were assembled with the subject parcel.

March 17, 2015
319 Fairview Avenue
Winnetka, Illinois 60093



DESIGNATED FLOOD PLAIN

According to the Flood Hazards Map, Panel #17031C0251J, prepared by the Federal Emergency Management Agency, dated August 19, 2008, the subject property **does not** lie in a designated Zone A or Zone B flood hazard area. The flood hazard map is retained in our files.

This information has been obtained from visual inspection of the property and an examination of the applicable flood map panel. However, these maps do not display all streets or landmarks, and are subject to varying interpretations. Therefore, this information is provided for the purpose of comparison with surveyed comparable properties only, and is not considered in any way to be a guarantee of the flood status of the subject property.

TAX DATA

The land is currently owned by the Village of Winnetka and does not have a parcel number. If purchased by the current owner of the property at 319 Fairview Avenue, it will become part of P.I. #05-21-401-009-0000, unless it is assigned its own tax ID number, which is unlikely.

AREA DATA

The property is located in the Village of Winnetka, a primarily residential suburb located 18 miles North of Chicago's Loop, in one of Chicago's most prestigious "North Shore" suburbs along the shore of Lake Michigan. This proximity to Lake Michigan, as well as its proximity to Chicago, and convenience to both public transportation and expressways, has made Winnetka a popular residential area, particularly for established professionals who work in downtown Chicago.

Winnetka was incorporated in 1854 by Charles Peck and Walter S. Gurnee, the president of the Chicago & Milwaukee Railroad Company, in anticipation of the railroad coming through the area.

The Winnetka Park District conducts extensive year round programs for residents, maintaining 39 community parks, with athletic fields, indoor and outdoor tennis courts, a 9-hole and an 18-hole golf course, skating rinks, and a public beach and boat launch area.

In 2014, 238 detached, single-family homes sold at an average sale price of \$1,459,606. This was an 8.6% increase from 2013, when 249 detached, single-family homes sold at an average sale price of \$1,344,499. This ranked 2nd out of the 248 communities in suburban Chicago.

SITE DATA

The subject of this appraisal is the 500 square foot site behind the property whose common address is 319 Fairview Avenue in Winnetka, Illinois. The subject site measures 10' x 50'. The parcel has no street frontage, as it is part of a vacated alley that ran North/South along the rear of the single-family homes on that block. These dimensions have been taken from the Plat of Survey, prepared by Earl M. Smith & Associates, Inc., dated January 13, 1954. We do not have a more recent survey. These dimensions appear to agree with those on the Cook County Plat prepared by The Sidwell Company, which is reproduced in the Addenda of this report.

The site is level and at grade with the adjoining parcels. While this small site is not currently served by any public utilities, the surrounding properties are, and utilities would be available, except that there is no reason to extend utilities to the subject.



We assume that no adverse easements or encroachments exist which might adversely affect the Market Value of the property. We have not been provided with a copy of any environmental studies or soil testing, and have no basis to presume that any adverse conditions exist. The services of qualified engineers are recommended, and we reserve the right to defer to such professionals, based upon future discoveries, if any.

HIGHEST AND BEST USE

Highest and best use is defined in The Appraisal of Real Estate (13th Edition), Page #278:

"The reasonably probable and legal use of vacant land or an improved property that is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value."

The highest and best use is first applied to the land, if vacant, even in cases where the property is improved with seemingly economically viable improvements. This analysis is necessary to establish the methodology used in the Opinion of Land Value section of the Cost Approach, and forms the basis of comparison to ascertain the contributory value of the improvements, if any. Further, if the property does not conform to the ideal improvements if the site were vacant, the resulting functional and/or external obsolescence would need to be reflected in each of the three approaches to value that follow this section of the appraisal report.

Although the highest and best use of the land, assuming it to be vacant and available for use, is estimated first, improved sites must also be considered as indivisible units. Thus, highest and best use for an improved property would recognize the economic contribution of the existing improvements, if any. Comparison of the values of the property as vacant and as improved will establish whether the improvements contribute to the value of the land, if vacant, or the degree of obsolescence observed.

The four tests that would be applied in the highest and best use analysis are the same for both a vacant site and improved properties. In order to be highest and best, a use must be 1) legally permissible; 2) physically possible; 3) financially feasible; and 4) maximally productive. These tests are applied to the land, as vacant. The conclusion to the highest and best use analysis provides the basis for the valuation opinion.

Analysis

Development of the vacant site is not *legally permitted*, as the subject site does not meet the required minimum lot size of the R-5 zoning district. Development is *physically possible*, however, although the site lacks street frontage, access and visibility. Thus, development is not *financially feasible*. Thus, based on the foregoing analysis, it is my opinion that the *maximally productive* use of the subject site is for assemblage with a neighboring parcel to make a larger parcel.



SALES COMPARISON APPROACH

The purpose of the Sales Comparison Approach is to compare market data; that is, the prices paid for similar properties, relative to the appraised. The data is not offered as independent evidence of value, but rather as a consideration used in arriving at an opinion of value for the appraised. The price per square foot of land area was used as the unit of comparison.

Sale #1 – 193 Chestnut Street, Winnetka (P.I. #05-20-409-004-0000) - This is an 18,700 square foot, rectangular shaped interior site. The site is zoned R3, Single-Family Residential, and has a minimum lot size of 16,000 square feet. This property was reportedly sold in November 2014 for \$1,290,000, or **\$68.98 per square foot of land**. The property was listed for sale for 229 days at an asking price of \$1,545,000.

Sale #2 – 1005 Mt. Pleasant Road, Winnetka (P.I. #05-20-306-009-0000) - This is a 15,950 square foot, slightly irregular shaped interior site. The site is zoned R2, Single-Family Residential, and has a minimum lot size of 24,000 square feet. This property was reportedly sold in July 2014 for \$1,050,000, or **\$65.83 per square foot of land**. The property was listed for sale for just 4 days at an asking price of \$1,050,000.

The site is smaller than the minimum lot area, however, as there is currently a home being built on this site. We have been informed that lots that were legally developed prior to the adoption of the current zoning ordinance for the Village of Winnetka are permitted to be re-developed.

Sale #3 – 1004 Oak Street, Winnetka (P.I. #05-20-114-010-0000) - This is a 10,620 square foot, rectangular shaped corner site. The site is zoned R5, Single-Family Residential, like the subject. This property was reportedly sold in June 2014 for \$714,000, **\$67.23 per square foot of land**. The property was listed for sale for 270 days with the most recent asking price being \$779,000.

Sale #4 – 1159 Chatfield Road, Winnetka (P.I. #05-17-300-023-0000) - This is a 7,500 square foot, rectangular shaped interior site. The site is zoned R4, Single-Family Residential, and has a minimum lot size of 12,600 square feet. This property was reportedly sold in October 2013 for \$591,150, or **\$78.82 per square foot of land**. The property was listed for sale for 37 days with the most recent asking price being \$525,000.

Sale #5 – 1628 Highland Avenue, Wilmette (P.I. #05-33-209-013-0000) – This is a 7,750 square foot, rectangular shaped interior site. The site is zoned R1, Single Family Detached Residence, and has a minimum lot size of 8,400 square feet. This property was reportedly sold in October 2014 for 603,000, or **\$77.81 per square foot of land**. The property was listed for 154 days with an asking price of \$575,000.

Sale #6 – 805 Harvard Street, Wilmette (P.I. #05-33-101-006-0000) - This is a 9,250 square foot, rectangular shaped interior site. The site is zoned R1, Single-Family Detached Residence, and has a minimum lot size of 8,400 square feet. This property was reportedly sold in October 2013 for \$547,500, or **\$59.19 per square foot of land**. The property was listed 129 days with an asking price of \$579,000.



MARKET SUMMARY

SALE #	LOCATION	SALE DATE	LOT SIZE	ZONING	PRICE/SF
1	193 Chestnut Street, Winnetka	11/14	18,700 sf	R3	\$68.98
2	1005 Mt. Pleasant St., Winnetka	7/14	15,950 sf	R2	\$65.83
3	1004 Oak Street, Winnetka	06/14	10,620 sf	R5	\$67.23
4	1159 Chatfield Road, Winnetka	10/13	7,500 sf	R4	\$78.82
5	1628 Highland Avenue, Wilmette	10/14	7,750 sf	R1	\$77.81
6	805 Harvard Street, Wilmette	10/13	9,250 sf	R1	\$59.19
Sub	Behind 319 Fairview Ave, Winnetka	N/A	500 sf	R5	N/A

ANALYSIS

Four of these sales are in Winnetka, like the subject. Sales #5 and #6 are in Wilmette, which is a similarly well-regarded North Shore community that is also in the New Trier Township High School District 203.

Per the economies of scale, smaller sites tend to develop higher prices per square foot of land area, and this is supported by these sales, as the smallest sites developed the highest prices per square foot. This does not mean that the subject should develop a price per square foot substantially above this range, however, as this really only applies to buildable lots.

The subject's value, on a price per square foot basis, is best represented by Sale #3, which has the same zoning classification as the subject. The subject's price per square foot is, therefore, estimated at \$66.00 per square foot, prior to the deduction for it not being a buildable site, and its lack of street frontage, visibility and access.

Typically the value of parcel of land that is not buildable is anywhere from 50% to about 67% of the value of a similar parcel of land that is buildable. If the only factor limiting a parcel from being buildable were its size, the deduction would be about 33% of the value. However, the subject also lacks street frontage, visibility, and access. Therefore, it is my opinion that the subject's price per square foot should be discounted by 50%.

Therefore, it is my opinion that the **market value**, as herein defined, of the **fee simple interest** in the property, in its "as is" condition, as of the date of our inspection of **March 12, 2015**, with no direction as to hypothetical conditions or extraordinary assumptions, was **\$33.00 per square foot of land area**. Applying this to the 500 square foot subject site develops our opinion of market value of:

SIXTEEN THOUSAND FIVE HUNDRED DOLLARS
\$16,500

March 17, 2015
319 Fairview Avenue
Winnetka, Illinois 60093



While it is my opinion that the subject would not be saleable on the open market, I must report my opinion of the marketing and exposure times for the subject if listed for sale on the open market at the value opinion developed in this appraisal. Thus, it is my opinion that an estimated marketing time of about **twelve months** should be anticipated for the subject property, if offered for arm's length sale at the opinion of value developed in this report. A similar exposure time of **twelve months** preceding the date of this appraisal is also deemed appropriate for the subject property.

Our opinion of the property's Market Value is related to the real estate only, and has not considered investor specific tax or investment consequences.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "A. Richter", is written over a horizontal line.

Andrew J. Richter, MAI
Director of Commercial Valuation



***CERTIFICATION FOR
319 FAIRVIEW AVENUE
WINNETKA, ILLINOIS***

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- I certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.
- Brian Lerch has made an inspection of the subject property, but Andrew Richter has not.
- This appraisal assignment was not made, nor was the appraisal ordered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of a loan.

March 17, 2015
319 Fairview Avenue
Winnetka, Illinois 60093



- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Andrew Richter has completed the continuing education program for Designated Members of the Appraisal Institute.

A handwritten signature in blue ink, appearing to read "Brian Lerch".

Brian Lerch
Associate Real Estate Trainee Appraiser
Illinois License #557.005948
Did inspect the property
Expiration Date 9/30/2015

A handwritten signature in blue ink, appearing to read "Andrew Richter".

Andrew J. Richter, MAI
Certified General Real Estate Appraiser
Illinois License #553.001885
Did not inspect the property
Expiration Date: 9/30/2015

March 17, 2015

March 17, 2015
319 Fairview Avenue
Winnetka, Illinois 60093

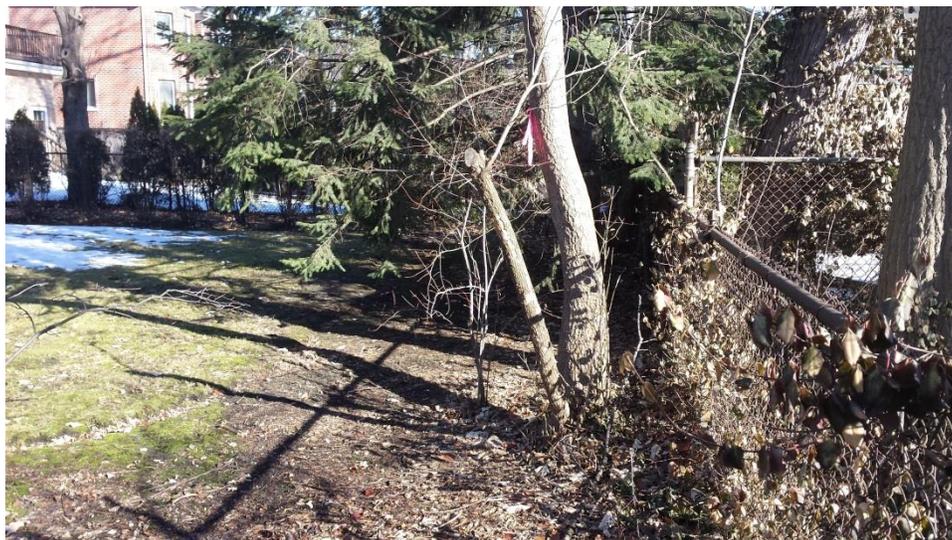


**319 FAIRVIEW AVENUE
WINNETKA, ILLINOIS**

Photographs taken: March 2014



VIEW OF SITE LOOKING EAST



VIEW OF SITE LOOKING NORTH

March 17, 2015
319 Fairview Avenue
Winnetka, Illinois 60093

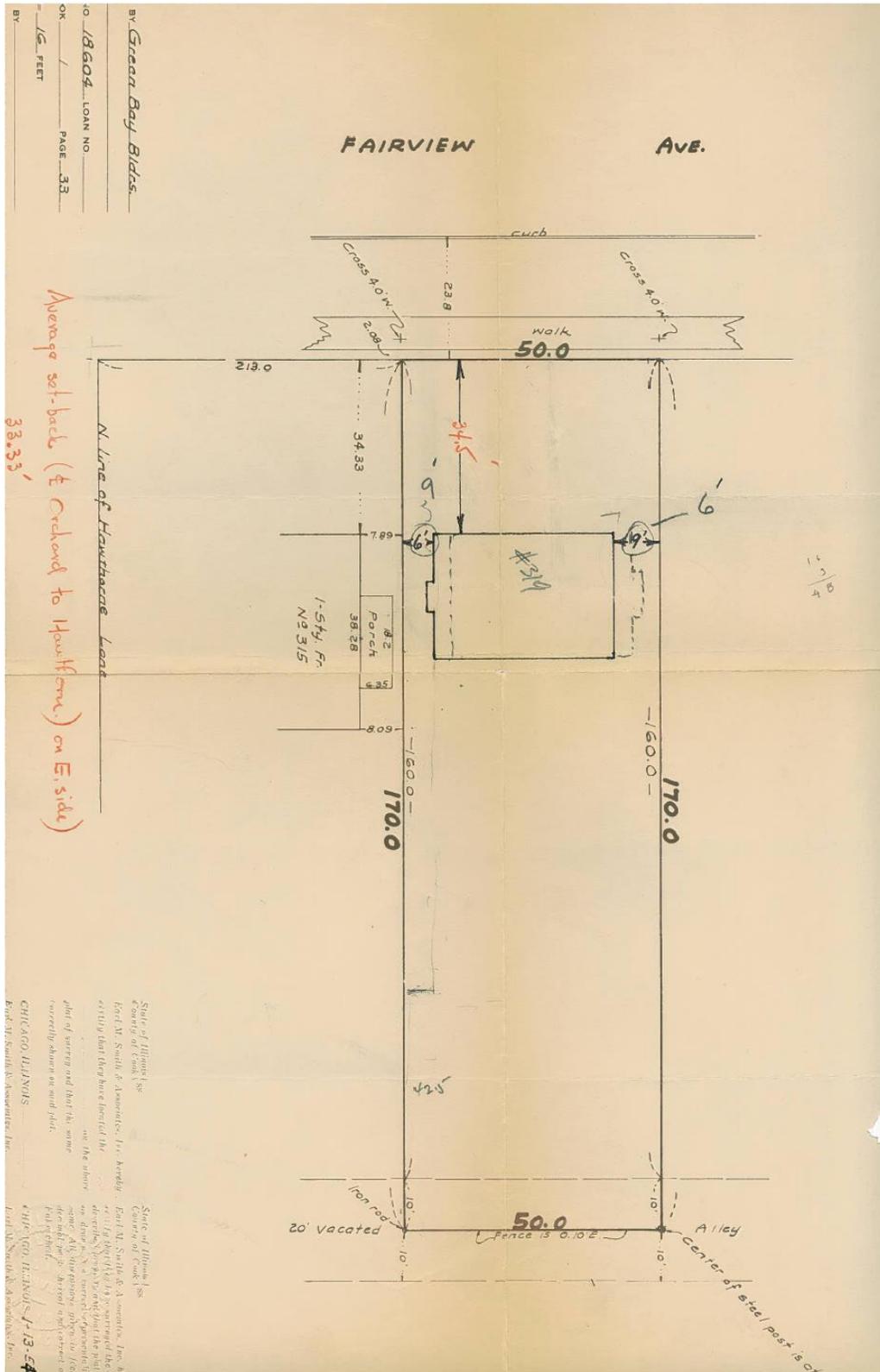


**319 FAIRVIEW AVENUE
WINNETKA, ILLINOIS**



VIEW OF SITE LOOKING SOUTH

PLAT OF SURVEY





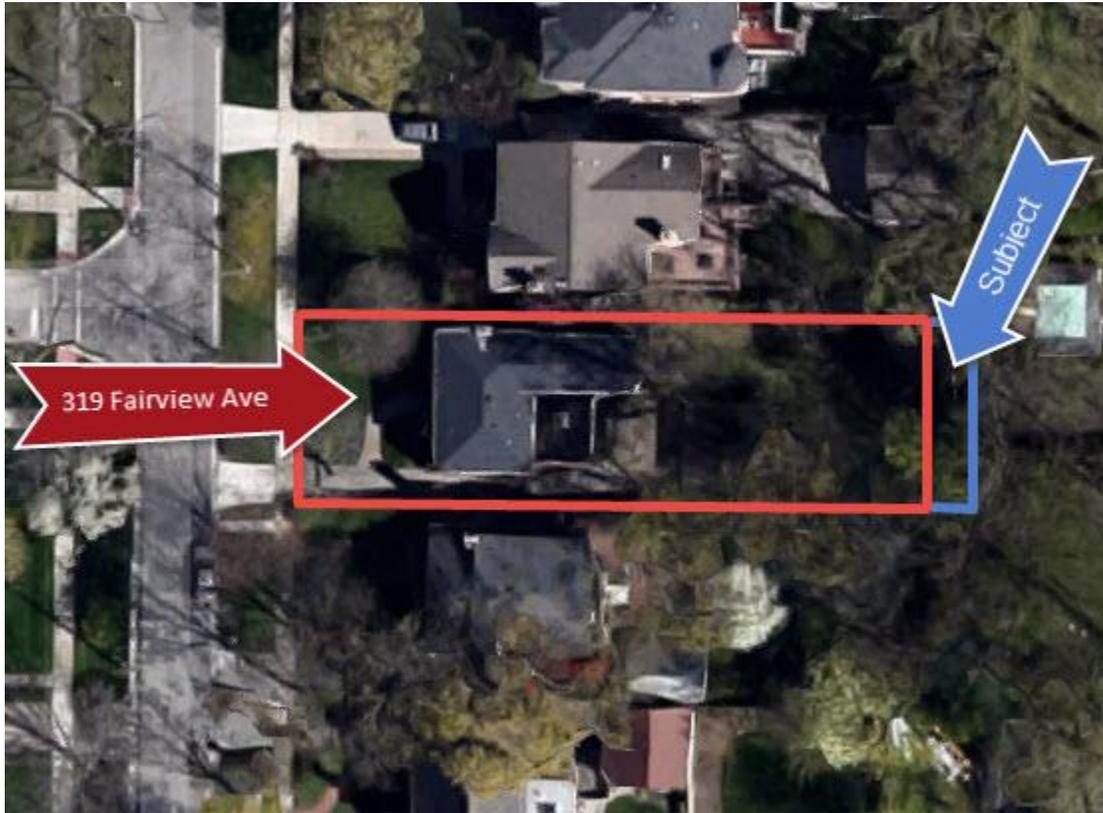
COOK COUNTY PLAT



March 17, 2015
319 Fairview Avenue
Winnetka, Illinois 60093



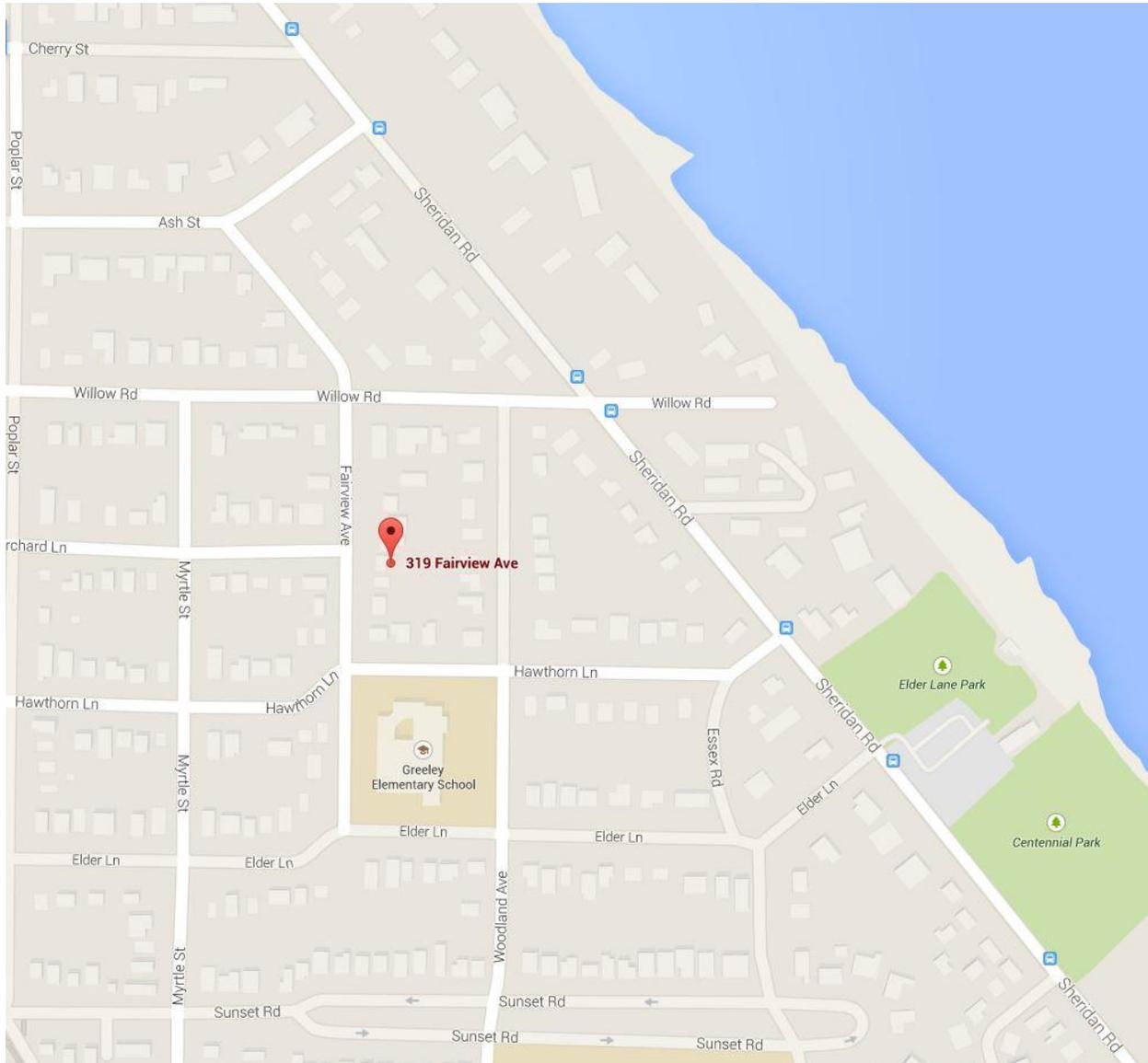
AERIAL VIEW



March 17, 2015
319 Fairview Avenue
Winnetka, Illinois 60093



SUBJECT MAP



FLOOD MAP



March 17, 2015
319 Fairview Avenue
Winnetka, Illinois 60093



ENGAGEMENT LETTER



Working for your valuation solution...

March 3, 2015

Brian Norkus
Assistant Director of Community Development
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
847-716-3522

Mr. Norkus,

This letter engages Real Valuation Services to perform an appraisal and complete an appraisal report of the 10 x 50 portion of the vacated alley at the rear of 319 Fairview in Winnetka, Illinois. The agreed upon fee for the appraisal is **\$750** and the report will be delivered by March 17, 2015. If you agree to these terms, please sign below and return to info@realvs.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Richter".

Andrew Richter
Director of Commercial Valuation
Real Valuation Services

Accepted by:

Signature: A handwritten signature in black ink, appearing to read "Brian Norkus".

Name: BRIAN NORKUS

Date: MARCH 11, 2015



ASSUMPTIONS AND LIMITING CONDITIONS

The Certification of the appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

The information identified in this report, as furnished by others, is believed to be reliable, but no responsibility for its accuracy is assumed.

This appraisal covers the property as described in this report. The locations and dimensions as shown herein are assumed to be correct, but should be confirmed by a surveyor.

Any sketches contained in this report are included only to assist the reader in visualizing the property. The appraiser has made no survey of the premises and assume no responsibility in connection with such matters. All improvements are assumed to be within the property lines and constructed in accordance with all zoning and building ordinances, unless otherwise noted.

The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable, unless specifically mentioned. The appraiser assumes no responsibility for such conditions, or for engineering, which might be required to discover such factors.

The appraiser has no specific qualifications regarding property inspections, and this report should not be relied upon as to the condition of the property being appraised. Nothing contained in this report shall be construed as warranting, expressing, or otherwise implying any future value of the real or personal property. This report of our appraisal applies solely to the date of valuation stated herein.

The legal description furnished to the appraiser (or gathered from public sources) is assumed to be correct. No responsibility for matters that are legal in character is assumed, and no opinion as to the title is rendered herewith. The title is assumed to be merchantable, and all existing liens and other encumbrances have been disregarded, unless otherwise specifically noted. The property is appraised as though the title was free and clear, under responsible ownership and competent management.

Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose, by any but the client for whom it was made, without the written consent of the appraisers. The content of this report is governed by the Bylaws and Regulations of the professional organizations with which the appraiser is affiliated.

The appraiser is not required to testify or attend any legal proceedings in regard to this appraisal, unless prior arrangements have been made therefore. Any allocation of total value to land or buildings, as shown in this report, is invalidated when used separately and/or in conjunction with any other appraisal.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of its author; especially where this entails valuation conclusions, or the identity of the appraiser or the firm, and reference to the Appraisal Institute, or the MAI designation.

March 17, 2015
319 Fairview Avenue
Winnetka, Illinois 60093



Qualifications of Andrew J. Richter, MAI

Andrew J. Richter, MAI is Director of Commercial Valuation for Real Valuation Services. Prior to that, he served as Vice President of Howard B. Richter and Associates. He has been engaged full time in the appraisal of commercial real estate since 2002.

Through 2014, Mr. Richter prepared appraisals of approximately 80 income producing properties annually, in addition to numerous residential and unimproved properties. He has completed appraisals throughout the Chicago market area and Wisconsin.

Designations Held

Member of the Appraisal Institute, MAI Designation conferred November 2014
Illinois Certified General Real Estate Appraiser - License #553.001885
Wisconsin Certified General Real Estate Appraiser – License #1981-10

General Education

BA -Washington University in St. Louis, 2002.

Appraisal Institute Courses Completed

Advanced Market Analysis and Highest & Best Use	Business Practices and Ethics
Advanced Income Capitalization	Report Writing and Valuation Analysis
Advanced Concepts & Case Studies	7-Hour National USPAP Update Course

Memberships

Member of the Appraisal Institute
Member of Illinois Association of Certified Real Estate Appraisers (IACREA)
Member of Illinois Coalition of Appraisal Professionals (ICAP)

Types of properties appraised include:

Residential

Apartment buildings	Individual condominium units
Apartments with stores/offices	Nursing homes
Assisted living for the elderly	Single-family homes
Condominium developments	Subdivision analysis
Congregate/Independent Living Facilities	

Industrial

Cold storage facilities	Light and heavy manufacturing
Crane industrial buildings	Multi-tenant incubator buildings
Flex Buildings	Research & development
Food processing plants	Warehouse facilities

Commercial

Banks and Savings & Loan	Regional shopping centers
Commercial and professional office	Retail stores
Community shopping centers	Strip centers
Grocery and discount stores	

Special Purpose

Automobile sales & service	Funeral homes
Bowling alleys	Hotels & motels
Golf courses	Restaurants
Churches	Service stations

EXHIBIT D

Brian Norkus

From: Wesley Ward <wesley.ward@gmail.com>
Sent: Friday, April 17, 2015 8:54 AM
To: Brian Norkus
Subject: Re: Appraisal of the 10' x 50' strip behind 319 Fairview Avenue

Brian -

We would like to proceed with the purchase but was wondering if the Village would split the legal costs as these benefit both parties.

With regards to the easement, would this restrict our use of this land. For instance, the area floods and we were thinking of having drainage wells installed to help. Would be restricted from doing that? Our neighbors have their garage built on this portion of their lot, so we were also wondering if the easement would restrict us from doing the same.

Finally, and along the lines of my last point, we had been moving forward with plans to rebuild our garage on our existing property. If the purchase of this land is feasible, we would like to explore having the garage built closer the new boundary line. Is there a way for us to work the approvals for that work in parallel to the purchase, understanding that no work would be until the purchase is finalized? We were on track to have that work started in about 8 weeks, and would prefer not to push that out another 8 weeks if possible while we wait for the purchase to be finalized.

Thanks,

Wesley



VILLAGE · OF · WINNETKA

Incorporated in 1869

June 8, 2015

Wesley Ward
319 Fairview Ave.
Winnetka, IL 60093

Dear Mr. Ward:

Thank you for your inquiry and interest in purchasing a portion of the unimproved alley owned by the Village and abutting the rear of your property. As we have discussed, historically the Village has responded favorably to requests to sell nearby alley areas to other property owners on your block. However, sale of public land, and the terms thereof, are subject to Village Council approval.

Based on your inquiry, the Village has contracted for an independent appraisal, a copy of which is attached. Based on this appraisal the 10' x 50' strip of land at the rear of your property has a market value of \$16,500. Previous transactions similar to this one have been subject to the purchaser paying the Village the market value of the property and reimbursing the Village for expenses incurred by the Village in connection with the transaction, which are estimated as follows:

• Market Value of land	\$16,500
• Cost of appraisal	750
• Cost of plat of vacation	350
• Cost of plat of consolidation	350
• Recording fees – Cook County Recorder of Deeds (2 plats, plus ordinance)	300
• Legal – preparation of Village Council Ordinance	1,000

Estimated total amount (**subject to Village Council approval**) \$19,250

In addition to these charges, the Village would, as a condition of any sale, reserve a five-foot easement within the existing alley area, at the rear of the expanded lot, for existing and future utilities.

In earlier discussion you requested that the Village consider reducing the amount of expenses to be reimbursed. Because the terms of sale are determined by the Village Council, such a request will need to be taken up by the Council during its consideration of the sale.

510 Green Bay Road, Winnetka, Illinois 60093

Administration and Finance (847) 501-6000 Fire (847) 501-6029 Police (847) 501-6034
Public Works (847) 716-3568 Water and Electric (847) 716-3558 www.villageofwinnetka.org



VILLAGE · OF · WINNETKA

Incorporated in 1869

As you know, the property is currently dedicated to public use as an alley. If the Village Council approves the sale of the property to you, the Village Council must pass an ordinance that: (1) vacates the alley, returning it to private use; and (2) consolidates the property into your lot. The ordinance will approve a plat of vacation depicting the portion of property that will be returned to private use and a plat of consolidation depicting the consolidation of the property into your lot. The transaction would become effective upon recordation of these plats by the Village with the Cook County Recorder of Deeds. Unlike a typical transaction, no deed would be transferred or recorded. Instead, the transaction would be documented by the ordinance and the recorded plats.

If you consent to the above preliminary terms, Village staff will draft an Ordinance for consideration by the Village Council tentatively scheduled for July 7th.

If you have any questions or concerns, please call me at 847.716.3526.

Sincerely,

Brian Norkus
Assistant Director of Community Development

Accepted:

Signature

Date



VILLAGE OF WINNETKA

Incorporated in 1869

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If you have any questions or concerns, please call me at 847.716.3526.

Sincerely,

Brian Norkus
Assistant Director of Community Development

Accepted:



Signature

6/10/15

Date