

**Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
Tuesday, February 2, 2016
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) February 9, 2016 Study Session
 - b) February 16, 2016 Regular Meeting
 - c) March 1, 2016 Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) January 12, 2016 Study Session..... 3
 - ii) January 19, 2016 Regular Meeting 6
 - b) Approval of Warrant List dated January 15 – 28, 2016.....9
 - c) Resolution No. R-2-2016: Approval and Release of Executive Session Minutes – Adoption10
 - d) Business District Floral Program14
 - e) Public Works and Water & Electric Xerox Copier Machine.....19
- 6) Stormwater Report: None.
- 7) Ordinances and Resolutions
 - a) Ordinance No. MC-1-2016: Proposed Modifications to Zoning Ordinance: Semi-Permeable Surfaces – Adoption.....25
 - b) Resolution No. R-3-2016: Approving Agreement with CBRE, Inc. for Financial Analysis, re: One Winnetka Planned Development Application – Adoption.....66

- 8) Public Comment
- 9) Old Business: None.
- 10) New Business: None.
- 11) Appointments
- 12) Reports
- 13) Executive Session
- 14) Adjournment

NOTICE

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

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

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

MINUTES
WINNETKA VILLAGE COUNCIL STUDY SESSION

January 12, 2016

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, January 12, 2016 at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:01 p.m. Present: Trustees Andrew Cripe, Carol Fessler, William Krucks, Stuart McCrary, Scott Myers and Marilyn Prodromos. Absent: None. Also in attendance: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Village Attorney Karl Camillucci, Community Development Director Mike D’Onofrio, Fire Chief Alan Berkowsky, Deputy Fire Chief John Ripka, and approximately 4 persons in the audience.
- 2) Sprinkler Requirements for Commercial Properties. Chief Berkowsky explained that the original Fire Sprinkler Ordinance, enacted in 1977, approved “change of use” as a trigger to require installation of a fire sprinkler system. The expectation was that eventually, most or all of the commercial buildings in Winnetka would be equipped with sprinkler systems. In 2013, the Urban Land Institute recommended reviewing sprinkler regulations to determine if they impact economic development.

The Chief reviewed a progression of the four most recent fire sprinkler discussions between February, 2014 and April, 2015. After the meeting in February, 2014, the Council generally agreed that a phased-in approach to retrofit commercial buildings should be pursued; the Council reviewed a draft retrofit ordinance in July, 2014. The Council then requested more input from the business community about the impact of the retrofit ordinance. Staff gathered feedback at community meetings and surveys of property owners and businesses, and in November, 2014, presented the results. At that time, the Council requested a survey of the fire safety codes of comparable communities, and several Trustees asked the Fire Chief to develop a risk factor analysis. Staff brought the requested information to the April 14, 2015 Council meeting, where no consensus was reached on the issue.

The Chief explained modern fires have a very short flash point due to the prevalence of synthetic materials in furnishings and building materials, which is why fire sprinklers are recommended. He shared some facts about sprinkler systems, reviewed commercial fire incidents in Winnetka over the past decade, and reviewed a range of installation costs. He noted that fire sprinklers saved the Community House in 2009 when a fire was started in the auditorium. He cautioned against deciding the sprinkler question on a case-by-case basis; doing so could result in more challenges, would lack consistency, and reduce predictability for building owners. In addition, many building owners have already spent money to comply with the Village’s sprinkler regulations, which could lead to equity questions if the Sprinkler Code is drastically changed or eliminated.

Chief Berkowsky listed the following issues for consideration:

- Modify the trigger for requiring fire sprinkler systems by: adopting the Hazard Matrix, and/or adding certain exceptions for business size, and/or tying enforcement to large-scale renovation;
- Add a delayed compliance provision to the current Sprinkler Code to allow owners to gradually pay for the improvements;
- Eliminate the change of use trigger in the current Sprinkler Code entirely, and follow established building codes; and
- Maintain the status quo and leave sprinkler requirements unchanged.

Answering a question from the Council, the Chief estimated that 50-60% of the Village's commercial space has fire sprinkler systems installed. He added that simply following established building codes would have resulted in zero spaces with fire sprinkler systems.

It was brought up that people are the main fire hazard, and can't be captured in a scientific analysis. In addition, simply focusing on change of use as a risk characteristic misses out on many other risk elements. The Chief explained that a thorough analysis would need to be undertaken to flesh out the Hazard Matrix, since that information has not been previously compiled; this could be why a change of use trigger was chosen when the sprinkler requirements were first enacted in 1977.

Answering a question about water damage caused by fire sprinklers, Chief Berkowsky explained that water causes much less damage than smoke, and can be easily cleaned up, resulting in a faster rebound from a fire. He added that just a tiny bit of smoke can ruin the entire contents of a structure.

Trustee Cripe commented that the change of use trigger was probably chosen to avoid disrupting an existing business. He said he would be in favor of keeping the current trigger, but providing delayed compliance provisions to give owners time to cope with the expense, and adding a temporary use provision for pop-up stores.

The Council asked more questions and then deliberated, with the goal of identifying a solution that balances public safety and the cost burdens on building owners. It was agreed that if a 50% building value remodeling trigger is adopted, owners will likely remodel to the 49% value. The Chief confirmed that adding a standard based on the size of a commercial space does not in any way tap into a known fire hazard. A Village fee waiver program was also discussed.

President Greable called for audience questions.

Terry Dason, Director of the Winnetka-Northfield Chamber of Commerce. Ms. Dason asked what the cost of permit fees is for a fire sprinkler system installation. Chief Berkowsky said the range of fees is \$3,900 to \$6,365, based on his report on page 16 of the Agenda Packet.

Tim Walter, Hlavacek Florest. Mr. Walter asked what size water service would be needed for a sprinkler system installation. Chief Berkowsky explained that a figure would depend on the number of sprinklers being installed and the elevation of the building; typically an upgrade to a larger water service is required.

Next, President Greable called for audience comments.

Glenn Weaver, owner of 574 Lincoln. Mr. Weaver posited that smoke detectors are sufficient fire safety devices, and he shared anecdotal information that several property owners would not have invested in Winnetka had they been aware of the sprinkler requirements. He said he has received quotes ranging from \$60,000 - \$100,000 to install fire sprinklers in his building, not including Village fees.

Chief Berkowsky used the Village Toy Store, which spent a total of \$38,000 for a sprinkler installation, as an example of typical cost. Mr. D'Onofrio added that most contractors charge about \$5 per square foot to install the system; tapping into the water pipes in the street is a big driver of the cost. He noted that every installation is dealing with a different pipe configuration under the street.

Dick Busscher, Hubbard Woods building owner. Mr. Busscher related a story about a change of use in his building five years ago that triggered the Village's fire sprinkler provisions. He noted that he spent approximately \$50,000 to install a system on the building's third floor, and that he will never recoup that cost.

Trustee Fessler asked Mr. Busscher if he would be concerned about fairness if the Village were to change the current sprinkler code. Mr. Busscher said he would not be in favor of so strictly enforcing the code.

Chief Berkowsky explained the Village was concerned about businesses located in the middle of multifamily buildings.

After another brief discussion, President Greable called for policy direction.

A majority of the Trustees were generally in favor of keeping the current sprinkler regulations, but some favored adding tweaks such as: (i) allowing 90-day pop-up stores; (ii) adding delayed compliance provisions; (iii) drafting a retrofit ordinance with incentives for building owners; and (iv) a possible cost-sharing program for the Village fee aspect of the sprinkler installation. All were in agreement that a balance between public safety and cost burdens on businesses was the desired outcome.

There was a discussion about high risk uses, such as restaurants. Manager Bahan said Staff would research methods to reasonably separate out high risk vs. normal risk uses. Chief Berkowsky said he would return with a draft ordinance that retains the current sprinkler requirements but adds a delayed compliance provision and provides incentives on the installation cost.

- 3) Public Comment. None.
- 4) Executive Session. None.
- 5) Adjournment. Trustee Myers, seconded by Trustee Prodromos, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:30 p.m.

Deputy Clerk

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
January 19, 2016**

(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, January 19, 2016, at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:01 p.m. Present: Trustees Andrew Cripe, William Krucks, Stuart McCrary, and Marilyn Prodromos. Absent: Trustees Carol Fessler and Scott Myers. Also present: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Village Attorney Peter M. Friedman, Public Works Director Steve Saunders, Director of Community Development Mike D’Onofrio, and approximately 7 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) February 2, 2016 Regular Meeting. All of the Council members present indicated that they expect to attend.
 - b) February 9, 2016 Study Session. All of the Council members present indicated that they expect to attend.
 - c) February 16, 2016 Regular Meeting. All of the Council members present indicated that they expect to attend.
- 4) Approval of the Agenda. Trustee Cripe, seconded by Trustee Krucks, moved to approve the Agenda. By voice vote, the motion carried.
- 5) Consent Agenda
 - a) Village Council Minutes.
 - i) January 5, 2016 Regular Meeting.
 - b) Warrant List. Approving the Warrant List dated December 31, 2015 – January 14, 2016 in the amount of \$1,011,423.77.
 - c) Ordinance No. M-2-2016: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka. Approval of an Ordinance authorizing the disposition of surplus Village property.

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

6) Stormwater Monthly Summary Report. Mr. Saunders said Strand Associates, the Village's non-tunnel stormwater solutions consultant, will host a set of public workshops Thursday evening and Saturday morning. He explained there are no further updates this month.

7) Ordinances and Resolutions.

a) Public Hearing: Zoning Amendments.

i) Ordinance No. MC-1-2016 – Proposed Modifications to Zoning Ordinance: Semi-Permeable Surfaces: Public Hearing and Introduction. President Greable opened the Public Hearing at 7:10 p.m.

Mr. Saunders reviewed current regulations for permeable, semi-permeable and impermeable surfaces. He explained that requirements for impermeable and permeable surfaces are the same for the Zoning Ordinance, Engineering Guidelines, Stormwater Utility and the Metropolitan Water Reclamation District's (MWRD) Watershed Management Ordinance (WMO). However, provisions for dealing with semi-permeable surfaces such as pavers and gravel can vary, and the Village desires to bring these regulations into conformity across the board, to reduce confusion and to simplify zoning calculations and engineering reviews.

Mr. Saunders explained that Staff is proposing to amend the definition of impermeable surface so that any patios, driveways, and sidewalks are considered impermeable for Zoning, Stormwater Utility and Engineering Guidelines. Surfaces that are designed and engineered to be permeable are treated as 75% permeable in the WMO, and Staff recommends following the MWRD's lead. He noted that the Zoning Board of Appeals discussed the recommendation at its December, 2015 meeting, and concurred with the recommendation.

Trustee Cripe suggested a slight change in the wording to allow for the possibility that a design permeable surface could be 100% permeable, in order avoid reducing the incentive for a homeowner to implement these systems.

Mr. Saunders explained that would pit the Village's regulations against the WMO; he suggested the appeals provision in the Stormwater Utility Ordinance could be used to provide relief in the case a 100% permeable surface was designed. He suggested removing the words "compacted gravel" from the definition of "impermeable surfaces" on page 23 of the Agenda Packet, and to treat driveways and sidewalks as impermeable.

After a few more questions, President Greable called for audience comment.

Two Boy Scouts in the audience asked how the Village would inform people about the changes, and how homeowners would be affected.

Mr. Saunders explained the Village would publicize the amendments on the Village website and email newsletter, and the building permit process would be changed so applicants would know when they apply for one. He noted the only homeowners that will be affected by the changes are those with gravel or paver driveways; however, their uses will remain legal nonconforming under the proposed ordinance.

President Greable closed the public hearing at 7:34 p.m.

Mr. Saunders said he would bring back an amended Ordinance for the Council's approval.

Trustee Krucks, seconded by Trustee Cripe, moved to introduce Ordinance MC-1-2016, as amended. By voice vote, the motion carried.

8) Public Comment.

Luke, from the Boy Scout Troop. Luke asked if the stormwater drains go straight into the Lake and how it could be filtered.

Mr. Saunders said all the towns along the Lakefront face this problem and there are no stormwater outlets that treat stormwater going into the Lake. He explained that the ground is a natural filter and reduces runoff and pollution, so the most effective thing to do is clean up after dogs, avoid harsh soaps when washing cars and don't use fertilizer on lawns. He added that the Village also tries to minimize the salt it uses on the roads.

9) Old Business. None.

10) New Business. None.

11) Appointments. None.

12) Reports.

a) Village President. President Greable invited the community to participate in the upcoming public workshops hosted by Strand Associates, the Village's Stormwater Alternatives Study consultant.

b) Trustees.

i) Trustee Prodromos reported on the first Chamber meeting of the new year, adding that more than 17 new businesses opened in Winnetka last year.

c) Attorney. None.

d) Manager. None.

13) Executive Session. Trustee Cripe moved to adjourn into Executive Session to discuss pending, probable or imminent litigation and Executive Session minutes, pursuant to Sections 2c(11) and 2c(21) of the Illinois Open Meetings Act. Trustee Prodromos seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Cripe, Krucks, McCrary, and Prodromos. Nays: None. Absent: Trustees Fessler and Myers.

President Greable announced that the Council would not return to the open meeting after Executive Session. The Council adjourned into Executive Session at 7:49 p.m.

14) Adjournment. Trustee Cripe, seconded by Trustee Krucks, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:04 p.m.

Deputy Clerk



Agenda Item Executive Summary

Title: Approval of Warrant List

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 02/02/2016

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 January 15-28, 2016 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated January 15-28, 2016.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-2-2016: Approval and Release of Executive Session Minutes- Adoption

Presenter: Peter M. Friedman, Village Attorney

Agenda Date: 02/02/2016

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

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-2-2016: (i) approves all minutes of closed meetings of the Village Council that have taken place between June 2, 2015 and December 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 August 2, 2014.

Recommendation:

Consider adopting Resolution No. R-2-2016, 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 August 2, 2014.

Attachments:

1) Resolution No. R-2-2016

**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, “**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 August 2, 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 December 2, 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 June 2, 2015 and December 2, 2015.

SECTION 3: DETERMINATION OF CONFIDENTIALITY OF CLOSED MEETING MINUTES. The Village Council 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 authorizes public inspection of the written minutes of all Closed

Meetings that took place prior to December 2, 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 authorizes and directs the Village Clerk to destroy all verbatim audio recordings of all Closed Meetings held prior to August 2, 2014.

SECTION 6: CONFIDENTIALITY OF VERBATIM AUDIO RECORDINGS OF CLOSED MEETINGS. The Village Council 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 2nd day of February, 2016, 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
June 16, 2015
June 30, 2015
July 7, 2015
September 15, 2015
November 17, 2015
December 1, 2015



Agenda Item Executive Summary

Title: Business District Floral Program

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

Agenda Date: 02/02/2016

Consent: YES NO

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

Item History:

In 2013 the Village initiated a hanging basket floral program to beautify the Village's business districts. The initial contract included 120 hanging baskets. In 2014, ground planters were added in the Hubbard Woods District, and the low bidder was Landscape Concepts Management. The bid included the possibility of optional annual renewals.

Executive Summary:

Staff and Landscape Concepts Management both desire to renew the contractual relationship to complete the 2016 program. Staff also desires to add 10 existing ground planters to the contract - 2 at the Oak Street Bridge, 4 at the Elm Street Bridge, 2 at Village Hall, and 2 at the Tower/Green Bay kiosk. This brings the total number of ground planters to be maintained to 22, in addition to the 120 hanging baskets. The contractual agreement requires procurement of planting material, installing plants in all baskets and planters, and regular watering, maintenance, and deadheading of all locations for a 5-month period. All plants will be installed by memorial Day.

Year	Hanging Baskets	Ground Planters	Contractual Cost
2014	120	12	\$20,124.07
2015	120	12	\$22,124.07
2016	120	22	\$27,749.89

This year's contractual increase reflects increasing costs to procure plant materials and maintain the baskets, and the addition of 10 ground planters to the contract. Based on excellent and cost-effective past performance, staff recommends extending contractual pricing for the Business District Floral Program to Landscape Concepts Management for 2016.

Recommendation:

Consider authorizing the Village Manager to issue a purchase order to Landscape Concepts Management to complete the 2016 Business District Floral Program for an amount not to exceed \$27,749.89.

Attachments:

Floral Program 2016 Pricing



January 25, 2016

2016 CONTRACT PROPOSAL

Contract No. - 54516

WINNETKA, VILLAGE OF

This is an agreement between Landscape Concepts Management, Inc., ("LCM") 31745 N. Alleghany Rd., Grayslake, IL 60030 and Winnetka, Village of, not as principal but solely as managing agent ("Managing Agent"), for the Owner of WINNETKA, VILLAGE OF ("the Property") located at 510 Green Bay Road, Winnetka IL, 60093.

SEASONAL COLOR AMENDMENTS

Amending your annual beds is a necessary step to improve growing conditions and create an ideal environment in which your seasonal color annuals can thrive. Amendments will be selected for each bed's conditions on a site by site basis.

Our potting soil contains a mixture of peat moss, pine fines, compost and sand. It is an excellent mixture necessary for creating a growing environment that will benefit the annuals growing in containers. Potting soil is also added to containers from season to season because soil levels lower as annual rotations are changed out. It is especially important to keep soil levels at a maximum height in order to display and achieve optimal visual impact.

SUMMER COLOR

Seasonal Color 2016 Hanging Floral Basket, Ground Level Planters & 10 New Ground Baskets in the Business Districts.

Summer Color: Summer color is a mixture of continuous blooming annual and tropical foliage plants. Annuals are planted in beds, raised planters and containers. Summer color is the best way to create high visual impact in key focal areas throughout the property. It is LCM's goal to create a unique customized planting, adding a personal touch to your summer landscape.

TRUCK WATERING

2016 CONTRACT SUMMARY

INCLUDED SERVICES	TOTAL COST
SEASONAL COLOR AMENDMENTS	\$1,920.00
SUMMER COLOR	\$10,800.82
TRUCK WATERING	\$15,029.07
TOTAL:	\$27,749.89

General: All services to be performed by trained, properly supervised personnel in accordance with

accepted practices. Materials shall be applied at manufacturers recommended rates. The environmental impact of alternate products shall determine which is used. Sufficient personnel and equipment shall be provided to complete all operations in a timely fashion.

Insurance: Certificates of insurance will be provided upon request. We carry Worker's Compensation and Occupational Disease Insurance, General Liability Insurance and Auto Liability Insurance.

Payment Schedule: Invoices shall be submitted by LCM identifying each service performed and any additional authorized expenses, and terms shall be net fifteen (15) days. Billing periods for Seasonal contracts will be monthly, at the beginning of each month in which the service is performed. Billing for Per Occurrence types of snow contracts and for Time and Material based billing will be invoiced within seven (7) days of the event.

PLEASE REMIT PAYMENT TO: Landscape Concepts Management, Inc. 31745 N. Alleghany Rd., Grayslake, IL 60030

Balances unpaid after thirty (30) days from date of invoice are subject to a late payment charge of 1.5% per month. LCM shall be paid reasonable attorney's fees, expenses and costs incurred in collection of any outstanding invoices or enforcing any of the provisions of this Agreement, regardless of whether a legal action is initiated. Jurisdiction for any issue litigated under this contract shall be in Lake County, Illinois.

Thirty Day Cancellation: The contract may be terminated by either party with or without cause, upon thirty (30) days prior written notice to the other party. Payments for services rendered are due and payable upon cancellation.

Notice of Change of Managing Agent and/or Owner: LCM shall be notified in writing of any changes to the Managing Agent, and/or Owner and any changes to the billing address. Changes in Managing Agent and/or Owner do not affect the validity of this Agreement or its enforceability or the obligation to pay for services rendered. This Agreement is valid until notice of cancellation is given.

Acceptance: Acceptance of this contract constitutes a full review and approval of the attached specification sheets by the site ownership or its designated agent.

Disclaimer: LCM will not be responsible for delays due to circumstance beyond our control. This includes strikes, labor disputes, fire, changes ordered in the work, unavoidable casualties, or acts of God.

This proposal supersedes any previous proposals. Unless specifically agreed to by Winnetka, Village of, the terms, including prices, contained in this proposal are subject to renegotiation after two (2) weeks from the submitted date of proposal. After 14-days, you must contact LCM. If acceptable, please initial the payment schedule, and sign below.

By 
Carrie Hancock 001315

By _____

Date January 25, 2016

Date _____

**LANDSCAPE CONCEPTS
MANAGEMENT, INC.**

**Winnetka, Village of on behalf of
Winnetka, Village of**

Annual Flower Program and Maintenance

Hubbard Woods Business District

2nd Level Planters - 12 Total	Size	Qty	Unit Price	Extended Cost
Diamond Frost Euphorbia	6"	72	8.17	588.24
Kobold Gay Feather	1 gallon	36	8.88	319.68
Margarita Sweet Potato Vine	4"	72	4.37	314.64
Red Fountain Grass	6"	36	9.12	328.32
White Pentas	6"	72	7.65	550.80
Purple Wave Petunia	4"	72	3.37	242.64
Yellow Lantana	4"	72	4.70	338.40
Potting Soil	36"x36"	12	128.25	1,539.00
Hanging Baskets - 26				
Purple Wave Petunia	4"	130	3.37	438.10
Yellow Lantana	4"	130	4.70	611.00
White Fan Flower - Scaveola	4"	130	4.60	598.00
Potting Soil - 40 lb bag	22"x11"	26	21.25	552.50
Furnish screens for Drainage	6"x6"	26	1.33	34.58
Planter and hanging basket maintenance per specification	month	5	362.00	1,810.00
Hubbard Woods Business District Total				8,265.90

Central Business District

Hanging Baskets - 82				
Purple Petunia	4"	410	3.37	1,381.70
Yellow Lantana	4"	410	4.70	1,927.00
White Fan Flower - Scaveola	4"	410	4.60	1,886.00
Potting Soil - 40 lb bag	22"x11"	82	21.25	1,742.50
Furnish screens for Drainage	6"x6"	82	1.33	109.06
Planter and hanging basket maintenance per specification	month	5	1,312.31	6,561.55
Central Business District Total				13,607.81

Indian Hill Business District Business District

Hanging Baskets - 12				
Purple Petunia	4"	60	3.37	202.20
Yellow Lantana	4"	60	4.70	282.00
White Fan Flower - Scaveola	4"	60	4.60	276.00
Potting Soil - 40 lb bag	22"x11"	12	21.25	255.00
Furnish screens for Drainage	6"x6"	12	1.33	15.96
Planter and hanging basket maintenance per specification	month	5	394.00	1,970.00
Indian Hill Business District Total				3,001.18
Grand Total				24,874.89

Annual Flower Program and Maintenance

Business District

Hanging Baskets - 10				
Purple Petunia	4"	50	3.37	168.50
Yellow Lantana	4"	50	4.70	235.00
Roseanna	4"	10	17.80	178.00
Potting Soil - 40 lb bag	22"x11"	10	21.25	212.50
	6"x6"	40	7.65	306.00
Planter and hanging basket maintenance per specification	month	5	355.00	1,775.00
Central Business District Total				2,875.00



Agenda Item Executive Summary

Title: Public Works and Water & Electric Xerox Copier Machine

Presenter: Steven M. Saunders, Director of Public Works

Agenda Date: 02/02/2016

Consent: YES NO

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

Item History:

Public Works and Water & Electric departments have shared a Xerox copier machine since April 30, 2008. This machine has become out of date as new technology has become more efficient and reliable.

Executive Summary:

The Village has solicited proposals from a Xerox representative through the State of Illinois contract and the Cooperative Purchasing Network (TCPN) contract. Both contracts are for a term of 60 months for the same machine model (W7855PT Tandem) and include all service features desired by both departments.

Staff completed a 60 month cost comparison analysis of both the State of Illinois contract and the Cooperative Purchasing Network (TCPN) contract and recommend pursuing the State of Illinois contract, as it is less expensive for the same services. The cost of the State of Illinois contract is \$38,467 and the cost of the TCPN contract is \$39,995. The contract provides for 60 months of maintenance and operating costs; the Village will own the equipment up front.

The Village pays an average of \$1,173.76 per month for the current Xerox machine. The State of Illinois Contract requires average monthly payments of \$641.12, for an annual savings of \$6,391. Monthly payments will be split between the Public Works and Water & Electric departments through fiscal year 2020. The Village FY2016 Budget contains \$6,000 in Public Works account 100.30.01.575 and \$6,999 in Electric account 500.40.01.580 for photocopier expenses.

Recommendation:

Consider awarding a purchase order to Xerox Corporation pursuant to State of Illinois Contract #PSD 4017714 for a Xerox W7855PT Tandem copier for a monthly amount of \$493.50 and a total amount not to exceed \$38,467 over 60 months.

Attachments:

- Xerox Purchase Agreement
- Xerox Amendment to Purchase Agreement
- State of Illinois Contract #PSD 4017714
- Staff Cost Comparison Analysis



Terms and Conditions

INTRODUCTION:

1. **NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

PRICING PLAN/OFFERING SELECTED:

2. **FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

3. **REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment

configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

**XEROX AMENDMENT TO
VILLAGE OF WINNETKA
PURCHASE AGREEMENT
REFERENCE # 072691100**



This Amendment ("Amendment") amends the Purchase Agreement between the **Village of Winnetka** ("Customer") and Xerox Corporation ("Xerox").

The parties agree that the Purchase Agreement is modified as described below:

1. **Section 1, Negotiated Contract, is hereby modified to add the following sentence at the end of this provision:**
"The Negotiated Contract applicable to this Purchase Agreement is the State of Illinois Contract # PSD 4017714."
2. Except as specified in this Amendment, the Purchase Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Purchase Agreement and this Amendment, this Amendment will control.

VILLAGE OF WINNETKA

Xerox Corporation

Signature

Signature

Name (Please Print)

Name (Please Print)

Title

Title

Date

Date

PLEASE REFER TO THE SPECIFICATION PAGES. ALL UL LABELED OR OTHER UL LISTED DOCUMENTATION SHALL BE ATTACHED TO EACH UNIT AND/OR ACCESSORY.

COMPLIANCE TO SPECIFICATIONS:

BIDDER, SIGN TO ACKNOWLEDGE COMPLIANCE TO THE ABOVE MINIMUM TERMS AND CONDITIONS OF EQUIPMENT MEETING THE MINIMUM SPECIFICATIONS.

NAME: _____

COMPANY: XEROX CORPORATION

IF THE BIDDER DOES NOT COMPLY WITH THE ABOVE TERMS AND CONDITIONS, PLEASE STATE IN WHAT MANNER THE EQUIPMENT DOES NOT COMPLY. (ATTACH A SEPARATE SHEET IF ADDITIONAL SPACE IS REQUIRED).

***PLEASE REFER TO ATTACHMENT FF SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS (INCLUDED WITH THE XEROX BID).

CONTRACT NO: 4017714
F57003 : DATE OF ACCEPTANCE:

THE DATE OF ACCEPTANCE IS THAT DATE ON WHICH THE EQUIPMENT IS INSTALLED AT THE AGREED LOCATION AND THE EQUIPMENT IS CERTIFIED READY FOR USE BY A CERTIFIED TECHNICIAN AND CONCURRENCE BY A DESIGNATED INDIVIDUAL(S) OF THE PURCHASING AGENCY. ACCEPTANCE OF INSTALLATION SHOULD INCLUDE, BUT NOT BE LIMITED TO, CONNECTIVITY TO THE NETWORK AND THE EQUIPMENT MUST BE FULLY FUNCTIONAL.

CONTRACT NO: 4017714
F57004 : PURCHASE PROVISIONS:

ALL PRICES QUOTED SHALL INCLUDE: DELIVERY, INSTALLATION, 90-DAY WARRANTY, TRAINING OF KEY OPERATOR(S) AND ALL START-UP SUPPLIES (WHICH ARE DEFINED AS THOSE SUPPLIES NEEDED TO OPERATE THE MACHINE FOR THREE MONTHS AT THE MONTHLY VOLUME, INCLUDING STAPLES) EXCEPT PAPER.

ANY OEM OPTIONAL FEATURE PURCHASED EITHER INITIALLY WITH THE MFD OR AT A LATER DATE BUT STILL DURING THE CONTRACT TERM, WILL BE DELIVERED AND INSTALLED AT NO ADDITIONAL CHARGE TO THE STATE.

AS A RESULT OF AN AGENCY PURCHASING EQUIPMENT, THE AGENCY WILL CONTRACT SEPARATELY FOR A FIVE (5) YEAR MAINTENANCE CONTRACT BASED ON PRICING SUBMITTED WITH THIS BID. MAINTENANCE RATES MUST REMAIN FIRM FOR THE FULL FIVE YEAR PERIOD AND THE CONTRACTED VENDOR(S) MUST GUARANTEE THE ABILITY TO MAINTAIN THIS EQUIPMENT IN ALL ASPECTS FOR THE FULL TERM OF THE MAINTENANCE CONTRACT. PRICES SHALL INCLUDE FULL COVERAGE MAINTENANCE INCLUDING PREVENTIVE MAINTENANCE, ALL SERVICE CALLS AND REPLACEMENT OF ALL DEFECTIVE WORN PARTS INCLUDING DRUMS AND ALL SUPPLIES; EXCEPT PAPER.

CONTRACT NO: 4017714
F57005 : LEASE:

F57005A: GENERAL LEASE PROVISIONS:

ALL LEASES SHALL NOT EXCEED A PERIOD OF THREE YEARS AND ALL SUCH AGREEMENTS MUST CONTAIN THE FOLLOWING CLAUSE:

"OBLIGATIONS OF THE STATE SHALL CEASE IMMEDIATELY WITHOUT PENALTY OR FURTHER PAYMENT BEING REQUIRED IF, IN ANY FISCAL YEAR, THE ILLINOIS GENERAL ASSEMBLY OR FEDERAL FUNDING SOURCE FAILS TO APPROPRIATE OR OTHERWISE MAKE AVAILABLE FUNDS FOR THIS CONTRACT. THE STATE WILL HOWEVER, USE ITS BEST EFFORTS TO SECURE FUNDING FOR THIS CONTRACT."

BIDDER IS TO SUBMIT PROPOSED LEASE AGREEMENT DOCUMENT WITH YOUR BID. THE STATE WILL CONSIDER THE USE OF THE VENDOR(S)' STANDARD LEASE

Xerox Pricing Information
1/21/2016

Current Lease Pricing:

(Based on FY2015 highest 3 month average)

Base Fee: \$548.91/month

Monthly Avg: **\$1,173.76**

Black Print Charge: \$.008/sheet

Color Print Charge: \$.1187/sheet

Avg. Monthly Black Prints: 4993

Avg. Monthly Color Prints: 4954

Proposed New Xerox Pricing:

State of Illinois Contract

Total Cost of Ownership over 60 months: **\$38,467**

-Acquisition Price: \$8,857

-Minimum Monthly Payment: \$493.50 (x 60 months)

Monthly Avg: **\$641.12**

Lease Term: 60 months

Black Print Charge: 1-35,000 included; 35,001+ is \$0.0025/sheet

Color Print Charge: 1-5,000 included; 5,001+ is \$0.0375/sheet

Cooperative Purchasing Network (TCPN) Contract

Total Cost of Ownership over 60 months: **\$39,995**

-Acquisition Price: \$18,125

-Minimum Monthly Payment: \$20.00 (x 60 months)

Monthly Avg: **\$666.58**

Lease Term: 60 months

Black Print Charge: \$0.0099/sheet (approx. 5,000 pages/month)

Color Print Charge: \$0.0590/sheet (approx. 5,000 pages/month)



Agenda Item Executive Summary

Title: Ordinance No. MC-1-2016 – Proposed Modifications to Zoning Ordinance: Semi-Permeable Surfaces (Adoption)

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

Agenda Date: 02/02/2016

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

Consent: YES NO

Item History:

On January 19, 2016, the Village Council held a public hearing discussing potential modifications to Chapter 17 - Zoning, of the Winnetka Village Code. The Council also introduced Ordinance No. MC-1-2016, which would modify the definition of impermeable surfaces to create consistency in how semi-permeable surfaces such as pavers are treated when evaluating developments for compliance with zoning calculations, stormwater management calculations, and stormwater utility fee calculations.

Executive Summary:

The Village’s Zoning Ordinance and its Stormwater Utility both have provisions that rely on measurement of impermeable surfaces (those surfaces that prevent rainwater from penetrating and soaking into the ground). The Zoning Ordinance limits the overall amount of impermeable surfaces that can be constructed on a property, and the Stormwater Utility measures impermeable surfaces as part of the fee calculation for the utility bill. There are, however, some differences between the Zoning Ordinance and the Stormwater Utility in how certain surfaces are classified. For example, the Zoning Ordinance considers gravel surfaces, whether compacted or not, to be permeable, and standard dry-set paver surfaces are considered to be only 80% impermeable. For purposes of the Stormwater Utility, however, all paved areas (including pavers), as well as compacted gravel areas, are counted as 100% impermeable area. These variations in how certain surfaces are characterized for different aspects of the Village’s stormwater management program cause confusion for builders and residents, and additional administrative effort for Village staff.

The Village Attorney has prepared Ordinance No. MC-1-2016 (see attachment), proposing revisions to Chapter 17 – Zoning, of the Winnetka Village Code. These revisions would provide consistency in the way surfaces are treated, and would also potentially simplify the necessary zoning calculations associated with building permit applications. Ordinance No. MC-1-2016 also modifies and clarifies the definition of impermeable surfaces to be consistent with how stormwater runoff from a variety of surfaces – including designed permeable surfaces – is calculated under the MWRD’s WMO. This modification changes the way three types of surfaces are treated for development purposes: 1) gravel driveways and parking areas would now be treated as impermeable, in keeping with the way they actually tend to actually function and as they are treated by the WMO; 2) standard paver installations would likewise now be treated as impermeable; and 3) designed permeable surfaces would be encouraged both by zoning regulations and the way in which they would affect stormwater utility fee calculations.

The attached version of No. MC-1-2016 reflects amendments discussed by the Village Council on January 19 to clarify the distinction between standard driveway surfaces and designed permeable pavement systems.

Recommendation:

1. Consider adopting Ordinance No. MC-1-2016 modifying Chapter 17 of the Winnetka Village Code.

Attachments:

- Amended Ordinance No. MC-1-2016
- January 19, 2016 Agenda Materials

ORDINANCE MC-1-2016

**AN ORDINANCE AMENDING THE TEXT OF
THE WINNETKA ZONING ORDINANCE
REGARDING IMPERVIOUS SURFACE REGULATIONS**

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 has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Title 17 of the Winnetka Village Code ("***Village Code***") is the Winnetka Zoning Ordinance ("***Zoning Ordinance***"); and

WHEREAS, the Zoning Ordinance regulates, among other things, the total area of impervious surface that is permitted on each property; and

WHEREAS, Section 17.04.030 of the Zoning Ordinance defines various terms used within the Zoning Ordinance, including, without limitation, "Impermeable Surface"; and

WHEREAS, Chapter 13.16 of the Village Code establishes the Village's stormwater utility and regulations regarding the operation and maintenance of the Village's stormwater system ("***Stormwater Regulations***"); and

WHEREAS, Section 13.16.020 of the Village Code defines various terms used within Chapter 13.16 of the Village Code, including, without limitation, "Impervious Area"; and

WHEREAS, the Village Council desires to update and clarify the definitions set forth in Section 17.04.030 of the Zoning Ordinance to assure that the definition of "Impervious Surface" set forth in the Zoning Ordinance is consistent with the definition of "Impervious Area" set forth in the Stormwater Regulations ("***Proposed Amendments***"); and

WHEREAS, on January 19, 2016, after due notice thereof, the Council of the Village Council conducted a public hearing on the Proposed Amendments; and

WHEREAS, the Village Council has: (i) determined that adoption of the Proposed Amendments is in the public interest and is not solely for the interest of a private applicant; and (ii) recommended that the Proposed Amendments be approved and adopted; and

WHEREAS, the Village Council has determined that adoption of the Proposed Amendments as set forth in this Ordinance 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 incorporated into this Section as the findings of the Village Council, as if fully set forth herein.

SECTION 2: DEFINITIONS. Section 17.04.030, titled “Definitions,” of Chapter 17.04, titled “Introductory Provisions and Definitions,” of the Zoning Ordinance is amended to read as follows:

“Section 17.04.030 Definitions.

For the purpose of this title, certain terms and words are defined as follows:

* * *

D.

1. Designed Permeable Surface. “Designed permeable surface” means any pavement system designed to allow water to pass through voids in the paving material or between pavers to a designed subsurface stormwater storage layer and underdrain system. Designed permeable surfaces include, without limitation, pervious asphalt, permeable pavers, porous concrete systems, and open-cell paving blocks.

42. Drive-in Establishment. "Drive-in establishment" means a place of business or portion of business, except a drive-in restaurant, offering goods or services directly to the customer sitting in or on a motor vehicle, whether parked on or moving through the premises, and whether as a principal or accessory use.

23. Drive-in Restaurant. See, "Restaurant, Drive-in," below.

34. Dwelling. "Dwelling" means a building, or portion of a building, but not including a house trailer or mobile home, hotel or motel, which is designed or used exclusively for residential occupancy.

45. Dwelling, Multiple Family or Multi-family. "Multiple family dwelling" or "multi-family dwelling" means a residential building that:

- a. is surrounded by open space or yards on a single lot;
- b. is not attached to any other building; and
- c. contains three or more dwelling units.

56. Dwelling, Single-Family Detached. "Single-family detached dwelling" means a residential building that:

- a. is surrounded by open space or yards on a single lot;
- b. is not attached to any other dwelling and

c. contains one dwelling unit that is designed for and occupied by not more than one family.

67. Dwelling, Two-Family. "Two-family dwelling" means a residential building that:

a. is surrounded by open space or yards on a single lot;

b. is not attached to any other building; and

c. contains two dwelling units, each of which is totally separated from the other either by an unpierced wall that extends from ground to roof, or by an unpierced ceiling and floor that extends from exterior wall to exterior wall; except that the two dwelling units may share a common stairwell and/or building entrance, provided that such stairwell and building entrance are exterior to both dwelling units.

78. Dwelling Unit. "Dwelling unit" means a room or group of connected rooms that:

a. are designed or used for occupancy by one family;

b. are physically separated from any other dwelling unit in the same building; and

c. contain independent and permanent cooking, sanitary and sleeping facilities.

89. Dwelling Unit, Accessory. "Dwelling Unit, Accessory" means a dwelling unit that is an accessory use and that is located in an accessory building on a zoning lot in one of the single family residential zoning districts. An "Accessory Dwelling Unit" may be located in a Coach House, as defined in this chapter, or it may be located in combination with a non-residential accessory use in a single accessory building.

* * *

I.

1. Impermeable Surface. "Impermeable surfaces" means any surfaces which do that does not allow water to drain, seep, filter or pass through into the ground below. Such Impermeable surfaces shall include, but are not limited to without limitation, buildings, other structures, driveways, sidewalks, walkways, patios, tennis courts, swimming pools, and other similar surfaces; ~~except that such surfaces shall not include any such continuous surface having an area of less than sixteen (16) square feet, and except that only eighty (80) percent of an area covered with brick, stone or concrete pavers shall be considered to be an~~

~~impermeable surface.~~ For the purpose of calculating the area of impermeable surface on a zoning lot, 75 percent of the area of any designed permeable surface on the zoning lot shall be considered impermeable surface unless the owner of the zoning lot demonstrates, to the satisfaction of the Director of Public Works and Engineering, that a lesser percentage of the area of the designed permeable surface on the zoning lot should be considered impermeable surface.

* * *

SECTION 3: HOME RULE AUTHORITY. The Village Council adopts this Ordinance pursuant to its home rule authority.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this ____ day of _____, 2016, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2016.

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 _____, 2016.

Introduced: January 19, 2016

Passed and Approved: _____, 2016

JANUARY 19, 2016 AGENDA MATERIALS

Agenda Report

Subject: Ordinance MC-1-2016 – Proposed Modifications to Zoning Ordinance: Semi-Permeable Surfaces: Introduction and Public Hearing

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

Date: January 12, 2016

Based on recommendations in the Village's Stormwater Master Plan, the Village Council requested that staff evaluate the Village's zoning regulations to determine if there are areas where the zoning requirements encourage or create adverse stormwater impacts. One potential regulatory condition with stormwater implications identified by staff for Council discussion is how different types of impermeable and semi-permeable surfaces are classified in the Zoning Ordinance and stormwater management regulations.

The Village's Zoning Ordinance and its Stormwater Utility both have provisions that rely on measurement of impermeable surfaces (those surfaces that prevent rainwater from penetrating and soaking into the ground). The Zoning Ordinance limits the overall amount of impermeable surfaces that can be constructed on a property, and the Stormwater Utility measures impermeable surfaces as part of the fee calculation for the utility bill. There are, however, some differences between the Zoning Ordinance and the Stormwater Utility in how certain surfaces are classified.

There is agreement on the classification of typical impermeable surfaces such as roofs, concrete or asphalt driveways, sidewalks, and patios, pool decks, tennis courts, and the like. These types of surfaces are classified as 100% impermeable for the purpose of both zoning calculations and the stormwater regulations. Similarly, there is agreement on non-paved surfaces such as vegetated areas and lawns, open-slatted wood decks with only dirt beneath, and widely spaced flagstone surfaces with open joints, and un-compacted gravel surfaces such as garden paths. Those types of surfaces are counted as completely permeable for the purpose of both zoning and stormwater calculations.

Some surfaces, however, are treated differently between for the purpose of zoning and stormwater calculations. The Zoning Ordinance currently defines impermeable surfaces as:

“surfaces which do not allow water to drain, seep, filter or pass through into the ground below. Such surfaces shall include, but are not limited to, buildings, other structures, driveways, sidewalks, walkways, patios, tennis courts, swimming pools and other similar surfaces; except that such surfaces shall not include any such continuous surface having an area of less than sixteen (16) square feet, and except that only eighty (80) percent of an area covered with brick, stone or concrete pavers shall be considered to be an impermeable surface.”

Gravel surfaces are considered to be permeable by the Zoning Ordinance. For purposes of the Stormwater Utility, however, all paved areas (including pavers), as well as compacted gravel areas, are counted as 100% impermeable area. The following table summarizes how different surfaces are currently treated by the Zoning Ordinance, Stormwater Utility, and the Village’s Engineering Guidelines:

Surface Type	Zoning Ordinance	Stormwater Utility	Engineering Guidelines
Concrete	Impermeable	Impermeable	Impermeable, C-factor 0.90 for runoff calculations
Asphalt	Impermeable	Impermeable	Impermeable, C-factor 0.90 for runoff calculations
Compacted gravel	Permeable	Impermeable	Impermeable, C-factor 0.90 for runoff calculations
Un-compacted gravel	Permeable	Permeable	Partially permeable, MWRD-published C-factor 0.75 for runoff calculations
Concrete pavers	Impermeable, but calculated at 80% of actual area*	Impermeable	Impermeable, C-factor 0.90 for runoff calculations
Flagstone	Impermeable, but calculated at 80% of actual area*	Impermeable, unless widely spaced such as stepping stones	Impermeable, C-factor 0.90 for runoff calculations
Designed permeable pavement system (concrete, asphalt, or paver)	Impermeable, but calculated at 80% of actual area	Unspecified but treated as permeable through appeals process	Partially permeable, MWRD-published C-factor 0.75 for runoff calculations

* Calculated at 100% if joints are mortared or units are set in or on a paved bed

As illustrated above, there are variations in how certain surfaces are characterized for different aspects of the Village’s stormwater management program. This causes confusion for builders and residents, and additional administrative effort for Village staff. On May 19, 2015, the Village Council discussed moving toward consistent treatment of surfaces across the various aspects of the Village’s stormwater management programs.

Staff has surveyed several local municipalities and determined that most organizations follow standards developed by larger county-wide stormwater ordinances (e.g. MWRD Watershed Management Ordinance (WMO), Lake County Watershed Development Ordinance). Many organizations have chosen to simply adopt these county ordinances instead of developing their own specific standards. For example, the Village of Winnetka’s Engineering Guidelines reflect the relative permeability values contained in

the MWRD's WMO, which the Village adopted by reference in 2014 when the ordinance was created. As a result, consideration should be given to the fact that by treating pavers and compacted gravel as less than 100% impermeable, more of these surfaces can be constructed on a lot, even though research shows that standard paver installations and compacted gravel behave in a very similar manner to traditional pavement.

It was staff's recommendation to the Council that strong consideration be given to classifying standard paver products installed without designed joint spacing and a designed underdrain collection system as an impermeable surface area, for both zoning and stormwater purposes, in order to minimize the overall amount of impermeable surfaces being constructed. Similarly, staff recommended that consideration likewise be given to classifying compacted gravel driveways and parking areas as an impermeable surface area, for both zoning and stormwater calculation purposes. The Council concurred with these recommendations.

Amendment Process

Section 17.72.040 of the Village Code (see **Attachment #2**) provides a defined process under which the Zoning Ordinance may be amended. Broadly, the process requires a general public notice, notice to all property owners specifically affected by a change (if a property is being re-zoned), and a public hearing before "some commission, board or committee designated by the Village Council, which shall report its findings and recommendations to the Village Council." Prior to initiating notice and holding a public hearing, staff sought preliminary input from the Zoning Board of Appeals on the proposed changes at their meeting on December 14, 2015. The Zoning Board discussed and concurred with the proposed changes.

Historically, the Village Council has been the body that has held public hearings for changes to the Zoning Ordinance. The required public notice was published in the Chicago Tribune on January 2, 2016.

The Village Attorney has prepared Ordinance MC-1-2016 (see **Attachment #1**), proposing revisions to Chapter 17 – Zoning, of the Winnetka Village Code. These revisions would provide consistency in the way surfaces are treated, and would also potentially simplify the necessary zoning calculations associated with building permit applications.

Ordinance MC-1-2016 adds the following definition for a "Designed Permeable Surface":

"Designed permeable surface" means any pavement system designed to allow water to pass through voids in the paving material or between pavers to a designed subsurface stormwater storage layer and underdrain system. Designed permeable surfaces include, without limitation, pervious asphalt, permeable pavers, porous concrete systems, and open-cell paving blocks.

This definition differentiates between standard types of paved or other impermeable surfaces and a variety of pavement surfaces that are specifically designed to infiltrate, rather than shed, stormwater runoff. These designed permeable surfaces provide a beneficial effect by slowing the rate of stormwater runoff, reducing runoff volumes (depending on the characteristics of the underlying soil) and by filtering some common types of stormwater contamination.

Ordinance MC-1-2016 also modifies and clarifies the definition of impermeable surfaces to be consistent with how stormwater runoff from a variety of surfaces – including designed permeable surfaces – is calculated under the MWRD’s WMO.

"Impermeable surfaces" means any surfaces which do that does not allow water to drain, seep, filter or pass through into the ground below. ~~Such Impermeable surfaces shall include, but are not limited to~~without limitation, buildings, other structures, driveways, sidewalks, walkways, patios, tennis courts, swimming pools, compacted gravel, designed permeable surfaces, and other similar surfaces; ~~except that such surfaces shall not include any such continuous surface having an area of less than sixteen (16) square feet, and except that only eighty (80) percent of an area covered with brick, stone or concrete pavers shall be considered to be an impermeable surface~~provided, however, that only 75 percent of an area covered by a designed permeable surface shall be considered impermeable surface.

This modification changes the way three types of surfaces are treated for development purposes: 1) compacted gravel surfaces would now be treated as impermeable, in keeping with the way they actually tend to function and as they are treated by the WMO; 2) standard paver installations would likewise now be treated as impermeable; and 3) designed permeable surfaces would be encouraged both by zoning regulations and the way in which they would affect stormwater utility fee calculations.

Staff recommends that the Village Council conduct a public hearing on the proposed changes and introduce Ordinance MC-1-2016.

Recommendation:

1. Consider introducing Ordinance MC-1-2016 modifying Chapter 17 of the Winnetka Village Code
2. Consider holding a public hearing on MC-1-2016

Attachments:

1. Ordinance MC-1-2016
2. Zoning Amendment Process and Publication Notice
3. May 19, 2015 Council Packet and Minutes
4. Additional Information

ATTACHMENT #1

Ordinance MC-1-2016

**AN ORDINANCE AMENDING THE TEXT OF
THE WINNETKA ZONING ORDINANCE
REGARDING IMPERVIOUS SURFACE REGULATIONS**

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 has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Title 17 of the Winnetka Village Code ("**Village Code**") is the Winnetka Zoning Ordinance ("**Zoning Ordinance**"); and

WHEREAS, the Zoning Ordinance regulates, among other things, the total area of impervious surface that is permitted on each property; and

WHEREAS, Section 17.04.030 of the Zoning Ordinance defines various terms used within the Zoning Ordinance, including, without limitation, "Impermeable Surface"; and

WHEREAS, Chapter 13.16 of the Village Code establishes the Village's stormwater utility and regulations regarding the operation and maintenance of the Village's stormwater system ("**Stormwater Regulations**"); and

WHEREAS, Section 13.16.020 of the Village Code defines various terms used within Chapter 13.16 of the Village Code, including, without limitation, "Impervious Area"; and

WHEREAS, the Village Council desires to update and clarify the definitions set forth in Section 17.04.030 of the Zoning Ordinance to assure that the definition of "Impervious Surface" set forth in the Zoning Ordinance is consistent with the definition of "Impervious Area" set forth in the Stormwater Regulations ("**Proposed Amendments**"); and

WHEREAS, on January 19, 2016, after due notice thereof, the Council of the Village Council conducted a public hearing on the Proposed Amendments; and

WHEREAS, the Village Council has: (i) determined that adoption of the Proposed Amendments is in the public interest and is not solely for the interest of a private applicant; and (ii) recommended that the Proposed Amendments be approved and adopted; and

WHEREAS, the Village Council has determined that adoption of the Proposed Amendments as set forth in this Ordinance 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 incorporated into this Section as the findings of the Village Council, as if fully set forth herein.

SECTION 2: DEFINITIONS. Section 17.04.030, titled “Definitions,” of Chapter 17.04, titled “Introductory Provisions and Definitions,” of the Zoning Ordinance is amended to read as follows:

“Section 17.04.030 Definitions.

For the purpose of this title, certain terms and words are defined as follows:

* * *

D.

1. Designed Permeable Surface. “Designed permeable surface” means any pavement system designed to allow water to pass through voids in the paving material or between pavers to a designed subsurface stormwater storage layer and underdrain system. Designed permeable surfaces include, without limitation, pervious asphalt, permeable pavers, porous concrete systems, and open-cell paving blocks.

12. Drive-in Establishment. "Drive-in establishment" means a place of business or portion of business, except a drive-in restaurant, offering goods or services directly to the customer sitting in or on a motor vehicle, whether parked on or moving through the premises, and whether as a principal or accessory use.

23. Drive-in Restaurant. See, "Restaurant, Drive-in," below.

34. Dwelling. "Dwelling" means a building, or portion of a building, but not including a house trailer or mobile home, hotel or motel, which is designed or used exclusively for residential occupancy.

45. Dwelling, Multiple Family or Multi-family. "Multiple family dwelling" or "multi-family dwelling" means a residential building that:

- a. is surrounded by open space or yards on a single lot;
- b. is not attached to any other building; and
- c. contains three or more dwelling units.

56. Dwelling, Single-Family Detached. "Single-family detached dwelling" means a residential building that:

- a. is surrounded by open space or yards on a single lot;
- b. is not attached to any other dwelling and

c. contains one dwelling unit that is designed for and occupied by not more than one family.

67. Dwelling, Two-Family. "Two-family dwelling" means a residential building that:

a. is surrounded by open space or yards on a single lot;

b. is not attached to any other building; and

c. contains two dwelling units, each of which is totally separated from the other either by an unpierced wall that extends from ground to roof, or by an unpierced ceiling and floor that extends from exterior wall to exterior wall; except that the two dwelling units may share a common stairwell and/or building entrance, provided that such stairwell and building entrance are exterior to both dwelling units.

78. Dwelling Unit. "Dwelling unit" means a room or group of connected rooms that:

a. are designed or used for occupancy by one family;

b. are physically separated from any other dwelling unit in the same building; and

c. contain independent and permanent cooking, sanitary and sleeping facilities.

89. Dwelling Unit, Accessory. "Dwelling Unit, Accessory" means a dwelling unit that is an accessory use and that is located in an accessory building on a zoning lot in one of the single family residential zoning districts. An "Accessory Dwelling Unit" may be located in a Coach House, as defined in this chapter, or it may be located in combination with a non-residential accessory use in a single accessory building.

* * *

I.

1. Impermeable Surface. "Impermeable surfaces" means any surfaces which do that does not allow water to drain, seep, filter or pass through into the ground below. Such Impermeable surfaces shall include, but are not limited to without limitation, buildings, other structures, driveways, sidewalks, walkways, patios, tennis courts, swimming pools, compacted gravel, designed permeable surfaces, and other similar surfaces; except that such surfaces shall not include any such continuous surface having an area of less than sixteen (16) square feet, and except that only eighty (80) percent of an area covered with brick, stone or

~~concrete pavers shall be considered to be an impermeable surface provided, however, that only 75 percent of an area covered by a designed permeable surface shall be considered impermeable surface.~~

* * *

SECTION 3: HOME RULE AUTHORITY. The Village Council adopts this Ordinance pursuant to its home rule authority.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this ____ day of _____, 2016, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2016.

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 _____, 2016.

Introduced: January 19, 2016

Passed and Approved: _____, 2016

ATTACHMENT #2

Amendment Process

Winnetka, IL Village Code

Section 17.72.040 Amendments.

A. Intent. The provisions, regulations and districts contained within this title may be amended from time to time by ordinance, but no such amendment shall be made without a hearing before some commission, board or committee designated by the Village Council, which shall report its findings and recommendations to the Village Council.

B. Application for Amendment.

1. Who May File. Amendments may be proposed in writing by the Village Council, the Plan Commission, the Zoning Board of Appeals, the Village Manager or any person having a proprietary interest in the property or properties for which an amendment is proposed.

2. Filing and Contents of Application. An application for amendment shall be filed with the Zoning Administrator in such standard form as shall be prescribed by the Zoning Administrator.

3. Fees. The application shall be accompanied by applicable fees, which shall not be refundable. The fees shall be set from time to time by resolution of the Village Council.

C. Hearing on Application. Within sixty (60) days of receipt of an application for amendment, the commission, board or committee designated by the Village Council shall hold a hearing on such application.

D. Notice of Hearing.

1. Publication of Notice. Notice shall be given of the time and place of the hearing, not more than thirty (30) nor less than fifteen (15) days before the hearing, by publishing a notice at least once in one or more newspapers published in the Village, or, if no newspaper is published in the Village, then in one or more newspapers with a general circulation within the Village.

2. Notice to Affected Property Owners. In cases where the proposed amendment involves a change in zoning classification of particular property and such amendment is initiated by the Village Council, the Plan Commission, the Zoning Board of Appeals or the Village Manager, notice shall be served upon the owner or owners of property which are the subject of the proposed amendment in person or by certified mail within ten (10) days after the filing of the application.

3. Mailed Notice. In cases where the proposed amendment involves a change in zoning classification of particular property, the Zoning Administrator shall prepare a list of the names and addresses of all persons to whom the latest general real estate tax bills were sent for all property situated within two hundred fifty (250) feet of the property which is the subject of the proposed amendment. Written notice of the time and place of the public hearing shall be sent to each person whose name appears on the list prepared by the Zoning Administrator, at the address shown on such list. The Zoning Administrator shall send such written notice by first class mail, postage prepaid, not less than ten (10) days prior to the date of such public hearing. The failure of any person to receive the written notice issued pursuant to this paragraph shall not affect the jurisdiction of any body authorized to conduct a hearing or otherwise consider the application for

special use. Nor shall the failure of any person to receive such written notice invalidate, impair or otherwise affect the subsequent grant or denial of any amendment granted following such public hearing.

E. Written Protest.

1. Filing of Protest. The owners of properties that will be subject to the proposed zoning amendment, as well as the owners of properties immediately adjacent to, across any alley from, or directly opposite to the property or properties that are the subject of the zoning amendment application, may file a written protest objecting to the proposed amendment. The written protest shall be directed to the Village Council and shall be submitted on forms provided by the Village and shall be signed and acknowledged, in accordance with the definitions provided in Sections 17.04.030(A)(3.5) and 17.04.030(S)(4.5) of this title. The written protest shall be submitted no later than 5:00 p.m. on the date of the first meeting of the Village Council at which the proposed amendment is on the agenda for consideration; provided, that the filing of a written protest after the close of the Board of Appeals hearing on the proposed amendment shall not create a right either to reopen the evidentiary record or to remand the application to the Board for further evidentiary proceedings.

2. Effect of Written Protest. In the event twenty (20) percent of the owners of property described in the foregoing paragraph 1 have submitted a written protest as provided therein, the granting of a zoning amendment by the Village Council shall require the favorable vote of four (4) Trustees.

F. Findings of Fact and Recommendations. Within sixty (60) days after the close of the hearing on a proposed amendment, the commission, board or committee, as the case may be, shall make written findings of fact and submit them together with its recommendation to the Village Council. In cases where the purpose and effect of the proposed amendment is to change the zoning classification of a particular property, the commission, board or committee, as the case may be, shall make findings based upon evidence presented to it in each specific case with respect to the following matters:

1. Existing uses of property within the general area of the property in question and their relationship to one another;
2. The zoning classification of property within the general area of the property in question and their relationship to one another;
3. The suitability of the property in question for the uses permitted under the existing zoning classification;
4. The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was placed in its present zoning classification;
5. Where applicable, the length of time the property in question has been vacant as zoned;
6. That there are changed or changing conditions in the applicable area of the amendment, or in the Village generally, that make the proposed amendment reasonably necessary to the promotion of the public health, safety or general welfare.

In cases where the amendment is proposed by a person other than a Village Board or official and the purpose and effect of the proposed amendment is to change the zoning

classification of particular property, then the commission, board or committee, as the case may be, shall not recommend the adoption of a proposed amendment except with respect to a particular development plan submitted by the applicant as a part of the application for amendment. Such development plan shall be reviewed by the Plan Commission with respect to its consistency with the Village Comprehensive Plan, and by the Village Design Review Board with respect to whether it would issue a certificate of appropriateness for the proposed project. The findings of each with respect to these particular questions shall be presented at the required hearing.

The commission, board or committee, as the case may be, shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of a private applicant.

G. Action by the Village Council.

1. Upon receipt of a written report and recommendation on a proposed zoning amendment from the commission, board or committee, as the case may be, the Village Council shall place such report and recommendation on its agenda within thirty (30) days. The Village Council shall approve, reject, amend, modify or return the application for amendment to the commission, board or committee, as the case may be, for further study.

2. In cases in which the requisite number of protests have been submitted in accordance with Section 17.72.040 of this chapter, the proposed amendment shall not be passed except by a favorable vote of four (4) Village Trustees.

3. If an application for a proposed amendment is not acted upon finally by the Village Council within sixty (60) days of the time of receipt of the commission, board or committee findings and recommendation, as the case may be, it shall be deemed to have been denied unless an additional and specific period of time is granted by the Village Council with the consent of the applicant.

4. In approving a particular amendment, the Village Council may apply such conditions, requirements or restrictions including adherence to a particular development plan, as, in its opinion, is necessary to protect or enhance the public health, safety or welfare.

H. Amendment Deemed Null and Void. In any case where the amendment is proposed by a person other than a Village Board or official and the purpose and effect of the amendment is to change the zoning classification of particular property, and where no development has taken place within one and one-half years from the date on which such amendment was granted by the Village Council, or where development of the particular property is inconsistent with the conditions, requirements or restrictions upon which the amendment was granted, then such amendment shall become null and void and the particular property shall revert to its prior zoning classification.

(Prior code § 22.19)

(MC-6-2005, Amended, 09/20/2005; MC-9-2010, Amended, 01/4/2011)



VILLAGE OF WINNETKA

Incorporated in 1869

**WINNETKA VILLAGE COUNCIL COMMITTEE OF THE WHOLE NOTICE
OF PUBLIC HEARING
ZONING AMENDMENTS TO SECTION 17.04 OF THE VILLAGE CODE
January 19, 2016**

Notice is hereby given that the Winnetka Village will hold a public hearing on Tuesday, January 19, 2016 in the Council Chambers of the Winnetka Village Hall at 510 Green Bay Rd, Winnetka Illinois. The purpose of this hearing is to receive public comment and evidence on the proposed amendments to the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code, as follows:

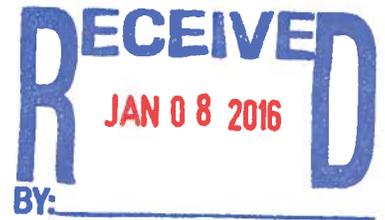
1. Amendment to Section 17.04.I.1 to change the definition of Impermeable Surface to include “compacted gravel”. Also, eliminate the following language: “...and except that only eighty (80) percent of an area covered with brick, stone or concrete pavers shall be considered to be an impermeable surface.” Also to add the following language: “For designed permeable surfaces, only seventy-five (75) percent of the area covered by designed permeable surfaces shall be considered to be an impermeable surface.”
2. Amendment to Section 17.04.D. to add the following definition: “Designed Permeable Surface. ‘Designed permeable surfaces’ means pavement systems designed to allow water to pass through voids, in the paving material between pavers, to a designed subsurface stormwater storage layer underdrain system. Designed permeable surfaces include, but are not limited to, pervious asphalt, permeable pavers, porous concrete systems, and open-cell paving blocks.”

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that 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 facilities, contact the Village ADA Coordinator at 510 Green Bay Road, Winnetka, Illinois 60093 [Telephone: (847) 716-3543; T.T.Y.: (847) 501-6041].

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
Agenda Packet P. 45

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Executed at Chicago, Illinois on this
4 Day of JAN, 2016, by
Day Month Year

Chicago Tribune Company

B. S. [Signature]
Name of Signer
[Signature]
Notary Public



Chicago Tribune

**WINNETKA VILLAGE COUNCIL
COMMITTEE OF THE WHOLE NOTICE OF
PUBLIC HEARING ZONING AMENDMENTS
TO SECTION 17.04 OF THE VILLAGE CODE
JANUARY 19, 2016**

Notice is hereby given that the Winnetka Village will hold a public hearing on Tuesday, January 19, 2016 in the Council Chambers of the Winnetka Village Hall at 510 Green Bay Rd, Winnetka Illinois. The purpose of this hearing is to receive public comment and evidence on the proposed amendments to the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code, as follows:

1. Amendment to Section 17.04.1.1 to change the definition of impermeable Surface to include "compacted gravel". Also, eliminate the following language: "...and except that only eighty (80) percent of an area covered with brick, stone or concrete pavers shall be considered to be an impermeable surface." Also to add the following language: "For designed permeable surfaces, only seventy-five (75) percent of the area covered by designed permeable surfaces shall be considered to be an impermeable surface."

2. Amendment to Section 17.04.D. to add the following definition: "Designed Permeable Surface. 'Designed permeable surfaces' means pavement systems designed to allow water to pass through voids, in the paving material between pavers, to a designed subsurface stormwater storage layer underdrain system. Designed permeable surfaces include, but are not limited to, pervious asphalt, permeable pavers, porous concrete systems, and open-cell paving blocks."

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ATTACHMENT #3

May 19 Council Packet and Minutes



Agenda Item Executive Summary

Title: Evaluation of Development Regulations on Stormwater Management - Part 1

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

Agenda Date: 05/19/2015

Consent: YES NO

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

Item History:

Based on recommendations in the Village's Stormwater Master Plan, the Village Council has requested that staff evaluate the Village's zoning regulations to determine if there are areas where the zoning requirements encourage or create adverse stormwater impacts. Four potential regulatory conditions with stormwater implications were identified: 1) the maximum allowable impermeable surface that can be constructed on a lot; 2) provisions in the current Zoning Ordinance that encourage construction of detached rear garages; 3) how different types of impermeable and semi-permeable surfaces are classified in the Zoning Ordinance and stormwater management regulations, and; 4) whether construction of extra-deep (18-20 foot) basements produces adverse stormwater issues. The Village's recent (2014) citizen survey also indicated that the Village would be studying development requirements for new home construction to control stormwater runoff, and 90% of respondents either strongly or somewhat supported evaluating and implementing additional stormwater requirements for new home construction.

Executive Summary:

This report covers items 3 and 4, treatment of impermeable and semi-permeable surfaces, and the effect of deep basements. The remaining two items are also being evaluated by staff, and it is anticipated that recommendations on these items will be presented for Council discussion in the next couple of months.

The Village's Zoning Ordinance and its stormwater regulations both have provisions that rely on measurement of impermeable surfaces, those surfaces that prevent rainwater from penetrating and soaking into the ground. There are, however, some differences between the Zoning Ordinance and the regulations in how certain surfaces such as pavers and compacted gravel are classified. Staff researched this issue and recommends that pavers and gravel be consistently treated for both zoning and stormwater purposes, and that consideration be given on how to encourage the use of engineered permeable pavement systems.

Another items identified for review is whether the construction of excessively deep basements, those deeper than the typical 8- to 10-foot basement, poses a flooding risk to neighboring properties by interruption or displacement of groundwater. In most cases, these deeper basements are constructed as a matter of convenience to property owners for the purpose of "sport-courts", home theaters, or other amenities. Staff has investigated the likely implications of these deeper basements for typical Winnetka conditions using soil boring data. Based on soil boring data, the location of the low permeability clay strata layers, and current water table depths it is concluded that the incremental basement depth associated with deeper basements does not cause a significant interruption or displacement of groundwater and would not impact neighboring properties. The Village's Engineering Design Guidelines should be amended to require that sump pump discharge volumes be included in stormwater management calculations.

Recommendation:

1. Consider directing staff to evaluate and prepare potential changes to the Zoning Ordinance in order to classify standard paver installations and gravel pavements as impermeable surfaces. Should the Council determine to consider changes to the Zoning Ordinance, consider which board or commission should hold the necessary public hearing for amendments. Provide policy direction.
2. Consider directing staff to prepare a modification to the Engineering Design Guidelines to require that sump pump discharge volumes be included in stormwater management calculations.

Attachments:

Agenda Report
Village Code Section 17.72.040

Agenda Report

Subject: **Evaluation of Impacts on Stormwater Management of Semi-permeable Surfaces and Deep Basements**

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

Date: May 15, 2015

Based on recommendations in the Village's Stormwater Master Plan, the Village Council has requested that staff evaluate the Village's zoning regulations to determine if there are areas where the zoning requirements encourage or create adverse stormwater impacts. Four potential regulatory conditions with stormwater implications were identified: 1) the maximum allowable impermeable surface that can be constructed on a lot; 2) provisions in the current Zoning Ordinance that encourage construction of detached rear garages; 3) how different types of impermeable and semi-permeable surfaces are classified in the Zoning Ordinance and stormwater management regulations, and; 4) whether construction of extra-deep (18-20 foot) basements produces adverse stormwater issues.

The Village's recent (2014) citizen survey also indicated that the Village would be studying development requirements for new home construction to control stormwater runoff, and 90% of respondents either strongly or somewhat supported evaluating and implementing additional stormwater requirements for new home construction.

This report covers items 3 and 4, treatment of impermeable and semi-permeable surfaces, and the effect of deep basements. The remaining two items are also being evaluated by staff, and it is anticipated that recommendations on these items will be presented for Council discussion in the next couple of months.

Evaluation of Impermeable Surface Classifications

The Village's Zoning Ordinance and its Stormwater Utility both have provisions that rely on measurement of impermeable surfaces, those surfaces that prevent rainwater from penetrating and soaking into the ground. The Zoning Ordinance limits the amount of impermeable surfaces that can be constructed on a property, and the Stormwater Utility measures impermeable surfaces as part of the fee calculation for the utility bill. There are, however, some differences between the Zoning Ordinance and the Stormwater Utility in how certain surfaces are classified.

There is agreement on the classification of typical impermeable surfaces such as roofs, concrete or asphalt driveways, sidewalks, and patios, pool decks, tennis courts, and the like. These types of surfaces are classified as 100% impermeable for the purpose of both zoning calculations and the stormwater regulations. Similarly, there is agreement on non-paved surfaces such as vegetated areas and lawns, open-slatted wood decks with only dirt beneath, and widely spaced flagstone surfaces with open joints, and un-compacted gravel

surfaces such as garden paths. Those types of surfaces are counted as completely permeable for the purpose of both zoning and stormwater calculations.

Some surfaces, however, are treated differently between for the purpose of zoning and stormwater calculations. The Zoning Ordinance defines impermeable surfaces as:

“surfaces which do not allow water to drain, seep, filter or pass through into the ground below. Such surfaces shall include, but are not limited to, buildings, other structures, driveways, sidewalks, walkways, patios, tennis courts, swimming pools and other similar surfaces; except that such surfaces shall not include any such continuous surface having an area of less than sixteen (16) square feet, and except that only eighty (80) percent of an area covered with brick, stone or concrete pavers shall be considered to be an impermeable surface.”

Under this definition, gravel surfaces are not considered to be impermeable by the Zoning Ordinance.

Clay/Concrete Pavers

Standard concrete or clay dry-set pavers, with minimal joint spacing, are treated as 100% impermeable for the purpose of stormwater calculations. However, the Zoning Ordinance specifies that paver surfaces are treated as 80% impermeable, for the purpose of lot-coverage calculations. This provision was adopted as an incentive for people to use materials other than asphalt or concrete for impermeable areas, primarily for aesthetic reasons.

Typical paver installation consists of the excavation of the existing ground to a specified depth, the compaction of existing organic material, the placement of a specified thickness of finer aggregate (typically CA-6 limestone), topped with a thin layer of sand which acts as a compression bedding for the pavers. The compaction of the existing organic material and the limestone provides a more rigid solid base on which to place the pavers. The placement of the sand layer provides a cushion and flexible base which allows for minor displacement caused from vehicles. However, the compaction of the organic and limestone material in conjunction with the minimal spacing between standard pavers, typically less than a ¼ of an inch, makes the water infiltration rate very low.

As a result, many governmental organizations consider this material and installation technique to act as an impermeable surface when considering retention or infiltration credits. For example, the Metropolitan Water Reclamation District’s countywide Watershed Management Ordinance (WMO) specifies that traditional paved surfaces (concrete and asphalt) and typical concrete and clay paver installations are treated as being equally impermeable. Lake County and DuPage County ordinances do likewise.

In addition, staff spoke with representatives from UniLock, one of the larger paver manufacturers and installers in the region, and their design team confirmed the infiltration rates as consistent with the approach taken by government organizations that these surfaces behave like an impervious material.

Gravel/Decorative Stone

Compacted gravel surfaces, such as gravel driveways or parking areas, are also treated as 100% impermeable for purposes of stormwater calculations, however they are not counted as impermeable surface for the purpose of zoning lot coverage calculations.

Standard limestone or colored gravel offers both an aesthetic and easily maintainable material. Many of the gravel materials recommended for this application do maintain a specific amount of finer aggregates which provide an adhesion of the larger aggregate stones, making it easier to drive on and maintain. Although the use of this material does provide various benefits, it is considered by most organizations to be an impervious material due to the fine aggregates in the mix. For example, compacted gravel surfaces are treated the same as pavement by the WMO for the purpose of calculating stormwater runoff.

Designed Permeable Pavement Systems

Porous concrete and bituminous materials have provided an additional approach to water quality and infiltration management. These systems are designed to provide a specific rate of infiltration through the pavement structure into an underdrain collection system, consisting primarily of larger aggregate and rigid piping. Manufacturers of these kinds of systems have specific quantified infiltration rates depending on the variations in the mix, and these rates would be considered in the overall rate of runoff from a property. Not only do pervious pavement systems offer improved overall infiltration, there is also an increased water quality benefit of the reduction of solid materials typical in standard runoff.

Installation begins with the design of a storm water collection system placed under the pavement, including the utilization of larger aggregates to allow for the water to infiltrate through to the collection system. In addition to the installation of the collection system the spacing between the pavers, or in the case of permeable concrete or asphalt, between the stone matrix, becomes more pronounced; typically between a ½ to 1-inch. The variation in the spacing and the size aggregate in the sub base design allows for the determination of a specific infiltration rate for which to consider detention/retention credits. Compared to traditional pavements, the cost for installation and required maintenance can be considerably higher, although the long term water quality and stormwater management benefits may offset these higher costs.

These systems are most frequently used in commercial developments, due to the increased costs for the material and installation, however they are becoming increasingly popular for residential applications. One of the difficulties of utilizing this material is the maintenance that is required to ensure the maximum infiltration rates, and the frequency of the maintenance. Maintenance activities would include vacuuming of the surface to remove loose impediments and flushing/rodding of the underdrain system. If this maintenance is not performed regularly, these installations lose their permeability and behave like traditional pavements.

For the purpose of calculating stormwater runoff, the WMO classifies permeable pavements systems as more permeable than standard pavements, but less permeable than vegetated areas.

Conclusions

Staff has surveyed several local municipalities and determined that most organizations follow standards developed by larger county-wide stormwater ordinances (e.g. MWRD-WMO, Lake County WDO). Many organizations have chosen to simply adopt these county ordinances instead of developing their own specific standards. For example, the Village of Winnetka's Engineering Guidelines reflect the relative permeability values for these surfaces that are contained in the MWRD's WMO, which the Village adopted by reference in 2014 when the ordinance was created.

These regulations, however, also interface with the zoning ordinance, which places maximum limits on the amount of impermeable surfaces that can be constructed. While staff is still evaluating the overall maximum limits set in the Zoning Ordinance, consideration should be given to the fact that by treating pavers and compacted gravel as less than 100% impermeable, more of these surfaces can be constructed on a lot, even though research shows that standard paver installations and compacted gravel behave in a very similar manner to traditional pavement.

It is staff's recommendation that strong consideration be given to classifying standard paver products installed without designed joint spacing and a designed underdrain collection system as an impermeable surface area, for both zoning and stormwater purposes, in order to minimize the overall amount of impermeable surfaces being constructed. Similarly, staff recommends that consideration likewise be given to classifying compacted gravel driveways and parking areas as an impermeable surface area, for both zoning and stormwater calculation purposes.

In conjunction, consideration should also be given to encourage the installation of more robust engineered designed pervious pavement systems with an appropriate storm water collection system. One way to do this would be to consider whether to modify the current appeal provision in the stormwater utility to allow a reduction in the impermeable surface calculation for engineered permeable pavement systems, using the specific permeability factors designed for each system.

Amendment Process

It is important to note that changing the way that zoning provisions are calculated does have consequences, primarily in the form of a potential increase in future zoning variations. For example, a project that was legally constructed using a paver area that was calculated at 80% for the impermeable calculation, may become non-conforming if pavers were to be counted as 100% impermeable. Due to the complexity of gathering data specific to paver driveways and gravel driveways, staff has not completed an analysis of how many non-conformities might be created by such a change.

Section 17.72.040 of the Village Code (see **Attachment #1**) provides a defined process under which the Zoning Ordinance may be amended. Broadly, the process requires a general public notice, notice to all property owners affected by a change, and a public hearing before “some commission, board or committee designated by the Village Council, which shall report its findings and recommendations to the Village Council.”

If the Council is inclined to consider modifying the Zoning Ordinance definition of Impermeable Surfaces, the Council should consider which board or commission should hold the required hearing, the timing of the hearing, and the process of providing the required notification of the hearing.

It should be noted that the forthcoming part 2 of this evaluation, pertaining to overall impermeable surface limits and the effect of detached garages, will likely also result in possible changes to the Zoning Ordinance, so it may be beneficial to consider a combined process of amendments.

Evaluation of Deep Basements

One of the items identified by the Village Council is whether the construction of excessively deep basements, those deeper than the typical 8- to 10-foot basement, poses a flooding risk to neighboring properties by interruption or displacement of groundwater. In most cases, these deeper basements are constructed as a matter of convenience to property owners for the purpose of “sport-courts”, home theaters, or other amenities. Staff has investigated the likely implications of these deeper basements for typical Winnetka conditions.

Existing Typical Subsurface Conditions

The Village and Park District have recently completed a number of soil borings for the Willow Road Stormwater Tunnel and Area Drainage Improvement project and the Skokie Playfield improvements, respectively, and staff has evaluated the reports from these soil borings to ascertain soil composition, and also to identify typical groundwater levels. Some general conclusions can be drawn. First, in general, the top three to five feet of the soil profile is composed of organic soil, loose silty or clayey soil, or fill. These layers tend to be moist and groundwater levels fluctuate seasonally within this layer. The source of groundwater in this layer is primarily precipitation – rainwater and/or snowmelt. These upper soil strata are underlain by a layer of stiff to very stiff gray or brown clay, with very low permeability, extending to well below the depth of even the deepest basement. The presence of a higher permeability layer above a lower permeability layer creates what is known as a perched water condition, where groundwater may be present in shallow zones, while the underlying soils are fairly dry.

Second, some of the borings identified a relatively narrow (2 to 3-foot thick) “seam” of saturated, higher permeability soils, at a varying depth. In some borings, this layer is as shallow as 5-6 feet; in others it is as deep as 18-20 feet. In still other borings, it is not present at all. When present, this seam is sandwiched between low-permeability clay strata that inhibit water in this seam from moving vertically, either upward or downward.

As a result of these factors, the groundwater elevation is generally a very shallow, perched layer, confined to the top 5 to 10 feet of the soil profile. The depth to groundwater varies seasonally, but the depth to the bottom of the groundwater strata is strictly limited by the depth to the low permeability clay layer. Soil borings generally confirm that once an excavation reaches the underlying clay layer, the soil is dry.

Effect of Basement Construction

A typical basement involves excavation to a depth of 8 to 10 feet below ground surface. This excavation would be followed by construction of footings, construction of the foundation walls, and the basement floor. At this depth, the bottom of the excavation is typically in the underlying low-permeability clay layer, below the perched groundwater level.

For most homes with deeper basements, the foundation excavation can be 10 feet (or more) deeper than for a standard basement. However, this incremental excavation depth takes place within the dry, low-permeability clay layer. As a result, construction of the incremental basement depth generally takes place in an area that is isolated from the perched groundwater and does not have an incremental impact on groundwater levels. This is illustrated in Figure 1, below.

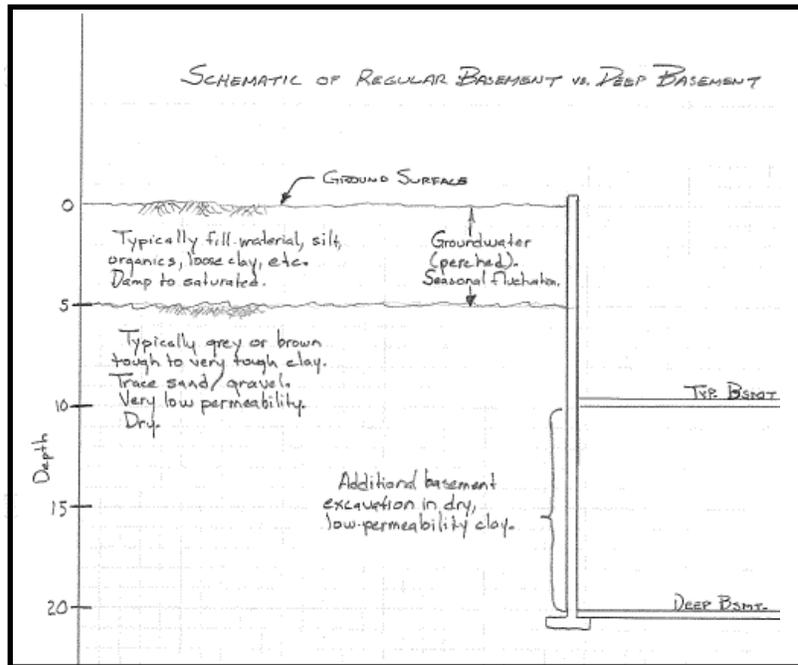


Figure 1

Homes with standard basements typically require the inclusion of a foundation drainage system which encompasses a sump pit, a sump pump, and a discharge pipe. For homes with deeper foundation these foundation collection systems are designed to accommodate the depth of the basement and the anticipated volume of water based on the depth of the basement. Because Winnetka's side-yard requirements and relatively dense development patterns can result in houses being fairly close to property lines, sump pump discharges

are usually routed through the required stormwater detention/restrictor system, ultimately to the storm sewer system, so that discharge runoff does not flow onto neighboring properties. Consideration should be given to modifying the Village's Engineering Design Guidelines to require that sump pump discharge volumes be included in stormwater management calculations.

Homes with foundations within known floodplain limits must be constructed to follow Federal Emergency Management Agency guidelines for flood resistant construction. This includes installation of a low permeability clay layer around and no more than 10-feet from the outside of the foundation. This prohibits the infiltration of ground water from the various layers into the excavated foundation limits and reduces the amount being pumped or discharged to a local storm sewer. This requirement ensures that the existing public storm sewer system is not over-burdened by excessive ground water being pumped directly into it. It should be noted that while technically permitted, the ability of a person to construct a home with a basement within floodplain limits is severely limited by the MWRD's recent WMO.

Conclusions

Based on soil boring data, the location of the low permeability clay strata layers, and current water table depths it is concluded that the incremental basement depth associated with deeper basements does not cause a significant interruption or displacement of groundwater and would not impact neighboring properties. As a result, no additional zoning restrictions on this type of construction are recommended at this time. The Village's Engineering Design Guidelines should be amended to require that sump pump discharge volumes be included in stormwater management calculations

Recommendation:

1. Consider directing staff to evaluate and prepare potential changes to the Zoning Ordinance in order to classify standard paver installations and gravel pavements as impermeable surfaces. Should the Council determine to consider changes to the Zoning Ordinance, consider which board or commission should hold the necessary public hearing for amendments. Provide policy direction.
2. Consider directing staff to prepare a modification to the Engineering Design Guidelines to require that sump pump discharge volumes be included in stormwater management calculations.

Attachments:

1. Village Code Section 17.72.040

MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
May 19, 2015

(Approved: June 2, 2015)

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, May 19, 2015, at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:10 p.m. Present: Trustees Andrew Cripe, Carol Fessler, William Krucks, Stuart McCrary, Scott Myers and Marilyn Prodromos. Absent: None. Also present: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Village Attorney Peter M. Friedman, Public Works Director Steve Saunders, Assistant Public Works Director James Bernahl, Assistant Village Engineer Susan Chen, Director of Community Development Mike D’Onofrio, Police Chief Patrick Kreis, and approximately 9 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) June 2, 2015 Regular Meeting. All of the Council members present indicated that they expected to attend.
 - b) June 9, 2015 Study Session. All of the Council members present, except Trustees Krucks and Prodromos, indicated that they expected to attend.
 - c) June 16, 2015 Regular Meeting. All of the Council members present, except Trustee Prodromos, indicated that they expected to attend.
- 4) Approval of the Agenda. Trustee Myers, seconded by Trustee Fessler, moved to approve the Agenda. By voice vote, the motion carried.
- 5) Consent Agenda
 - a) Village Council Minutes.
 - i) April 28, 2015 Special Meeting.
 - ii) May 5, 2015 Regular Meeting.
 - b) Warrant List. Approving the Warrant List dated May 1 to May 14, 2015 in the amount of \$920,722.85.
 - c) Resolution No. R-14-2015: Approving an Agreement for Interim Finance Director Services – Adoption. A Resolution approving an agreement with GovTempUSA, LLC for the services of an interim finance director.
 - d) Resolution No. R-15-2015: Urging Protection of Local Government Revenues – Adoption. A resolution urging the State Legislature to protect local government revenues.
 - e) Water Plant Circuit Breaker, Bid #015-017. Approval of a bid rejection for the purchase of a 480 volt circuit breaker, as the purchase is no longer recommended.

- f) Electric Plant Roof Replacement, Bid #015-018. An authorization for the Village Manager to issue a \$30,300 purchase order to L. Marshall Roofing and Sheet Metal Inc. to replace the Electric Plant roof, in accordance with the terms of Bid #015-018.
- g) State of Illinois Joint Purchase Program Equipment Replacement: PW-9. An item awarding an \$84,164 purchase order to Bob Ridings Ford to purchase a 2016 Ford F550 regular cab chassis and platform body under State of Illinois Joint Purchasing Program Contract #4017340.
- h) FPCC South of Tower Road Pond Stabilization Project. Approval of a contract to Kovic Construction for an amount not to exceed \$342,800, for construction services on the FPCC South of Tower Road Pond Stabilization Project.
- i) Purchase of Sidewalk Tractor - M-B MSV-115 HP. Approval of the purchase of a new M-B-MSV APF-50 Fixed V-Plow Snow Tractor, including the trade-in of the Village's old sidewalk tractor, for a price not to exceed \$107,834.
- j) 2015 Bulk Salt Purchase. An item awarding a \$73,000 contract to Morton Salt for the purchase of 1,000 tons of rock salt at a cost of \$73 per ton.

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

6) Stormwater.

- a) FEMA Community Rating System (CRS) Class 6 Rating Award. Mr. Bernahl reviewed the Village's process to qualify for this National Flood Insurance Program (NFIP) that offers eligible communities discounts on flood insurance premiums. Assistant Village Engineer Susan Chen spearheaded the Public Works Department's efforts to meet the NFIP's criteria to join the Community Rating System (CRS) program.

Brian Eber, from the Illinois Department of Natural Resources (IDNR), explained that Winnetka is entering the program with a Class 6 ranking, which is currently one of the highest ranks in the State of Illinois. He presented a plaque to President Greable recognizing the Village's outstanding efforts and honoring Winnetka's elite status as a community that provides flood protection and a stormwater management system, and preserves open space. He commended Winnetka for having the best repetitive loss area analysis, not only in the State, but possibly the nation.

After a few questions and comments from the Council, Mr. Bernahl explained that the insurance discounts will be automatically applied to residents' flood insurance premiums at renewal time. Those inside the flood plain will receive a 20% discount, and residents outside the flood plain will receive a 10% reduction.

President Greable congratulated Steve Saunders and his staff on the Class 6 designation, and Manager Bahan thanked Ms. Chen for shepherding the CRS project to completion.

b) Evaluation of Development Regulations on Stormwater Management - Part 1.

Mr. Saunders explained the Village's Stormwater Master Plan recommends a review of the Zoning Ordinance to uncover possible regulations that inadvertently create undesirable stormwater impacts. He added that respondents to the Village's 2014 Citizen Survey support possible amended zoning requirements for new home construction.

Mr. Saunders said staff has identified four areas in the Zoning Ordinance that may merit further evaluation for stormwater impacts; two of the options will be discussed at this meeting: (i) the classification of permeable and impermeable surfaces; and (ii) the impact of deep basements. Later this summer, staff plans to review the Village's overall impermeable surface limitations, as well as incentives to construct detached rear garages.

Mr. Saunders noted that currently, the Zoning Ordinance encourages the use of pavers, as they are semi-permeable in theory and aesthetically more pleasing; in addition, impacted gravel also does not count towards impermeable coverage. He explained that for purposes of stormwater calculations; however, pavers and impacted gravel behave almost identical to concrete or asphalt surfaces, as the water cannot truly percolate into the earth. Staff recommends that the Zoning Ordinance and stormwater utility calculations be brought into congruence, especially in light of research showing that pavers and impacted gravel are impermeable surfaces. In addition, the new Watershed Management Ordinance for Cook County recognizes them as impermeable surfaces.

Mr. Saunders said an option to install a specially-designed permeable pavement system does exist, which allows the system to function almost like a natural vegetative area in terms of letting water percolate through. He recommended a permeability factor be established for such a system for those willing to install one.

Mr. Saunders next explained there is speculation in the community that deep basements increase incidents of flooding, based purely on anecdotal evidence. He said the Village's soil boring database reveals that the water in Winnetka is generally "perched," meaning there is a saturated layer sitting atop an impermeable layer of clay. He noted that water can percolate to five or six feet before it hits the stiff clay and then can go no further; and while the groundwater fluctuates with the seasons, the clay barrier does not vary. He noted that in some areas a seam of impermeable ground is situated between two impermeable layers, but it is trapped and has nowhere to go. The bottom of a regular basement sits on the impermeable clay layer; consequently, the excavation for a deep basement would also not encounter any groundwater.

Mr. Saunders recapped staff's zoning recommendations: (i) make amendments to treat paver and gravel surfaces as impermeable in the Zoning Ordinance; and (ii) deep basements do not impact groundwater levels any more than regular basements do. He said the Council has the option to wait for recommendations on detached garages before moving forward with any zoning amendments, since it might be easier to amend the Zoning Code once rather than twice.

Next Mr. Saunders explained that sump pump discharge is currently calculated at an allowable discharge rate of a three year storm level, and new development is required to hold any new runoff created from the construction project. He said staff is now recommending the Village's Engineering Guidelines be modified to require the total sump pump discharge be included in stormwater volume calculations.

The Council briefly discussed the deep basement issue and asked for confirmation that deep basements do not exacerbate the flooding problems.

Mr. Saunders said he could not say a basement vs. no basement has no stormwater impact; however, he expressed confidence that a deep basement vs. a regular basement does not change anything. He added that impermeable surfaces have a much bigger impact.

In the ensuing Q&A with the Council, Mr. Saunders confirmed that: (i) Winnetka is underlined with stiff clay and there is little variation between the east and west sides of town; (ii) in considering the basement floor area ratio credit in the Zoning Ordinance, there is an intersection between aesthetics and sensible stormwater regulation which must be considered; (iii) compensatory storage is required for new development in the flood plain, and a floodable crawlspace is one of the ways to get credit for compensatory storage; (iv) a fair and consistent way to treat impermeable surfaces would be to define all driveways as impermeable unless it is an engineered permeable system; (v) any zoning change regarding sump pump volumes for deep basements should be tied to a national building code; (vi) the requirement to provide compensatory storage only applies to new runoff caused by construction; therefore, those systems are not detaining all of the property's runoff and they still need to pay into the stormwater utility; and (vii) the County's Watershed Management Ordinance imposes strict requirements on basements in flood plains, which will essentially result in a prohibition on their construction in the flood plain.

President Greable called for audience comment.

Tanya Dietrich, 824 Boal Parkway. Ms. Dietrich said her property values have declined since it was designated a part of the flood plain, and she claimed there are underground streams in Winnetka that the deep basements would hit.

Mr. Saunders explained the underground "streams" are the thin saturated permeable layers that are sometimes found between layers of clay, which percolate very little into the surrounding area.

President Greable polled the Council about the zoning recommendations. A majority of Trustees were in favor of treating pavers and gravel as impermeable surfaces in the Zoning Ordinance and modifying the Engineering Design Guidelines to require sump pump discharge to drain into the storm sewers. The consensus was to move forward with the changes as soon as possible.

The Council asked for more information before making a decision on adding a stormwater utility credit for engineered permeable paver systems, and Trustee Myers also asked if an appropriate national standard could be found that the Village can use to mandate increased pump capacity for deep basements. No regulations prohibiting deep basements were deemed necessary by a majority of the Council.

7) Ordinances and Resolutions.

- a) Ordinance No. M-12-2015: 675 Garland Avenue, Variation for the Construction and Use of a New Single-Story Addition – Introduction. Mr. D’Onofrio reviewed this request for a zoning variation to allow an addition to the first story that would convert the existing breakfast room and rear entry into a family room and mudroom. He noted that the depth of the addition is very shallow, at six feet.

Trustee McCrary commented that the addition won’t be seen by neighbors because of its location and shallow depth.

Mr. Saunders explained that the proposed addition would not require detention, but a grading plan and runoff controls will be required as part of the building application.

Trustee Cripe said he heard this request when he was on the ZBA and that it is a very restrained, reasonable approach.

Trustee McCrary, seconded by Trustee Fessler, moved to introduce Ordinance M-12-2015. By voice vote, the motion carried.

8) Public Comment.

Tanya Dietrich, 824 Boal Parkway. Ms. Dietrich read a letter commenting that the construction project on Tower Road is being poorly managed, and she has suffered two flat tires and other damage to her automobile as a result. In addition, she complained that getting into and out of her neighborhood is very difficult because of the construction.

Mr. Saunders said the construction contractor’s insurance company can work through the auto damage claims, and he would work with the construction manager to keep convenient access to her home.

Louise Holland, Chair of the Landmark Preservation Commission (LPC). Ms. Holland said the Historical Society and the LPC presented the first landmarks trolley tour of Winnetka last Sunday, led by Nan Greenough of the Historical Society. She thanked the Council for sponsoring the event and read some positive comments received from participants of the tour.

9) Old Business. None.

10) New Business.

- a) Starbucks Liquor License Application and Potential New Liquor License Class. Attorney Friedman explained that a liquor license application has been received from Starbucks which would require a Code amendment to allow the sale of beer and wine at a coffee shop. He said other towns have similar establishments, and he had prepared a draft of potential Liquor Code amendments to facilitate the Council’s discussion.

Attorney Friedman said the new regulations would create a new license classification, a new definition of coffee shop, and provide for the sale of beer and wine between the hours of 4:00 – 9:00 PM. The draft regulations would also provide for sidewalk service of beer and wine, monitored by an employee who is at least 21 years of age.

Police Chief Kreis introduced Commander Christensen, who oversees the liquor investigations and processes liquor license applications. Cmdr. Christensen said he has

not seen anything from the business that would give him pause about their ability to be responsible with the sale of beer and wine, should the Council allow it.

Jim Webster, Webster & Powell, attorney for Starbucks. Mr. Webster explained that Starbucks rolled out its new concept about two years ago with stores in Evanston, Chicago, Burr Ridge and Schaumburg. He explained that there is no table service, sales take place at the counter, proof of age is required, and all of the employees will be 21 or older and have BASSET certification.

The Council discussed the proposition briefly and requested that the sale of beer and wine start around 5:00 PM to accommodate the fact that many school-aged customers are in the store after school lets out. Placement of a barrier around the sidewalk tables was also discussed. Afterward, they reached consensus to approve a new class of liquor license for coffee shops.

Chief Kreis said with this feedback, the license conditions, hours of service, and sidewalk service questions can be worked out. He added that his officers routinely visit establishments in Winnetka, and it would not be difficult to keep an eye on things.

11) Appointments.

- a) Trustee Myers, seconded by Trustee Fessler, moved to appoint James Wilson to the Environmental & Forestry Commission effective immediately. By voice vote, the motion carried.
- b) Trustee Krucks, seconded by Trustee Fessler, moved to appoint Chuck Dowding to the Environmental & Forestry Commission to serve as chair, effective immediately. By voice vote, the motion carried
- c) Trustetee Myers, seconded by Trustee Fessler, moved to appoint Christopher Blum as the Zoning Board of Appeals liaison to the Plan Commission. By voice vote, the motion carried.

12) Reports.

- a) Village President. President Greable invited the community to attend Winnetka's Memorial Day parade and presentation on the Village Green.
- b) Trustees. None.
- c) Attorney. None.
- d) Manager. None.

13) Executive Session. None.

14) Adjournment. Trustee Fessler, seconded by Trustee Prodromos, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:53 p.m.

Deputy Clerk

ATTACHMENT #4

Additional Information

Additional Information

Clay/Concrete Pavers

Standard concrete or clay dry-set pavers, with minimal joint spacing, are treated as 100% impermeable for the purpose of stormwater calculations. However, the Zoning Ordinance specifies that paver surfaces are treated as 80% impermeable, for the purpose of lot-coverage calculations. This provision was adopted as an incentive for people to use materials other than asphalt or concrete for impermeable areas, primarily for aesthetic reasons.

Typical paver installation consists of the excavation of the existing ground to a specified depth, the compaction of existing organic material, the placement of a specified thickness of finer aggregate (typically CA-6 limestone), topped with a thin layer of sand which acts as a compression bedding for the pavers. The compaction of the existing organic material and the limestone provides a more rigid solid base on which to place the pavers. The placement of the sand layer provides a cushion and flexible base which allows for minor displacement caused from vehicles. However, the compaction of the organic and limestone material in conjunction with the minimal spacing between standard pavers, typically less than a ¼ of an inch, makes the water infiltration rate very low.

As a result, many governmental organizations consider this material and installation technique to act as an impermeable surface when considering retention or infiltration credits. For example, the Metropolitan Water Reclamation District's countywide Watershed Management Ordinance (WMO) specifies that traditional paved surfaces (concrete and asphalt) and typical concrete and clay paver installations are treated as being equally impermeable. Lake County and DuPage County ordinances do likewise.

In addition, staff spoke with representatives from UniLock, one of the larger paver manufacturers and installers in the region, and their design team confirmed the infiltration rates as consistent with the approach taken by government organizations that these surfaces behave like an impervious material.

Gravel/Decorative Stone

Compacted gravel surfaces, such as gravel driveways or parking areas, are also treated as 100% impermeable for purposes of stormwater calculations, however they are not counted as impermeable surface for the purpose of zoning lot coverage calculations.

Standard limestone or colored gravel offers both an aesthetic and easily maintainable material. Many of the gravel materials recommended for this application do maintain a specific amount of finer aggregates which provide an adhesion of the larger aggregate stones, making it easier to drive on and maintain. Although the use of this material does provide various benefits, it is considered by most organizations to be an impervious material due to the fine aggregates in the mix. For example, compacted gravel surfaces are treated the same as pavement by the WMO for the purpose of calculating stormwater runoff.

Designed Permeable Pavement Systems

Porous concrete and bituminous materials have provided an additional approach to water quality and infiltration management. These systems are designed to provide a specific rate of infiltration through the pavement structure into an underdrain collection system, consisting primarily of larger aggregate and rigid piping. Manufacturers of these kinds of systems have specific quantified infiltration rates depending on the variations in the mix, and these rates would be considered in the overall rate of runoff from a property. Not only do pervious pavement systems offer improved overall infiltration, there is also an increased water quality benefit of the reduction of solid materials typical in standard runoff.

Installation begins with the design of a storm water collection system placed under the pavement, including the utilization of larger aggregates to allow for the water to infiltrate through to the collection system. In addition to the installation of the collection system the spacing between the pavers, or in the case of permeable concrete or asphalt, between the stone matrix, becomes more pronounced; typically between a ½ to 1-inch. The variation in the spacing and the size aggregate in the sub base design allows for the determination of a specific infiltration rate for which to consider detention/retention credits. Compared to traditional pavements, the cost for installation and required maintenance can be considerably higher, although the long term water quality and stormwater management benefits may offset these higher costs.

These systems are most frequently used in commercial developments, due to the increased costs for the material and installation, however they are becoming increasingly popular for residential applications. One of the difficulties of utilizing this material is the maintenance that is required to ensure the maximum infiltration rates, and the frequency of the maintenance. Maintenance activities would include vacuuming of the surface to remove loose impediments and flushing/rodding of the underdrain system. If this maintenance is not performed regularly, these installations lose their permeability and behave like traditional pavements.

For the purpose of calculating stormwater runoff, the WMO classifies permeable pavements systems as more permeable than standard pavements, but less permeable than vegetated areas.

If the Council is inclined to consider modifying the Zoning Ordinance definition of Impermeable Surfaces, the Council should consider which board or commission should hold the required hearing, the timing of the hearing, and the process of providing the required notification of the hearing.



Agenda Item Executive Summary

Title: Resolution No. R-3-2016: Approving Agreement with CBRE, Inc. for Financial Analysis. re: One Winnetka Planned Development Application (Adoption)

Presenter: Robert M. Bahan, Village Manager & Peter M. Friedman, Village Attorney

Agenda Date: 02/02/2016

Consent: YES NO

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

Item History:

None.

Executive Summary:

The proposed One Winnetka Planned Development (PD) application has been following the Village’s prescribed review process with the Plan Commission and Zoning Board of Appeals. It is anticipated that the Design Review Board will complete its review of this application in February, after which, the One Winnetka proposal will likely be on the Village Council's agenda for the first time at its March 17, 2016 Rescheduled Regular Meeting.

With the advisory boards nearing completion of the PD application review, and the commencement of Village Council consideration, it is anticipated that the Village would require independent real estate services to perform an economic analysis of various aspects of the proposed development. Given the highly specialized nature of the services sought, the Village obtained two proposals from recommended and reputable firms who perform this type of work. Ultimately, we are recommending the Village engage CBRE, due to their organizational experience and depth, as well as their architectural expertise.

CBRE's attached proposal contains a detailed scope of services. Resolution No. R-3-2016 would authorize an agreement with CBRE for these services. The estimated fees are between \$25,000 and \$50,000, with the developer responsible for the costs of services incurred, plus the Village's legal fees.

Recommendation:

Staff recommends Council adopt Resolution No. R-3-2016, approving an agreement with CBRE, Inc. for financial analysis and consulting services related to the One Winnetka Planned Development application.

Attachments:

- Agenda Report
- Resolution No. R-3-2016, Authorizing an Agreement with CBRE
- Professional Services Agreement
- CBRE Proposal, dated 1/27/16

AGENDA REPORT

SUBJECT: Economic Analysis - Real Estate Advisor Services

PREPARED BY: Robert Bahan, Village Manager
Peter Friedman, Village Attorney

DATE: January 28, 2016

REF: One Winnetka Planned Development Application

Introduction

The proposed One Winnetka Planned Development (*PD*) application has been following the Village's prescribed review process with the Plan Commission and Zoning Board of Appeals having completing deliberations during September 2015 and January 2016 respectively. It is anticipated that the Design Review Board will complete its review of this application during its February 2016 meeting. It is anticipated that the One Winnetka proposal will for the first time be on the Council's agenda at its March 17, 2016 regular meeting.

Independent Real Estate Advisor Proposals

With the advisory boards nearing completion of the PD application review, and the commencement of Village Council consideration, it is anticipated that the Village would require independent real estate services to perform an economic analysis of various aspects of the proposed development. Given the highly specialized nature of the services sought, the Village obtained two proposals from recommended and reputable firms who perform this type of work.

After thoroughly discussing the scope of the services to be provided with each of the consultants and discussing the status of the One Winnetka project, we are recommending that the Village engage CBRE for this work. We believe that CBRE's organizational experience and depth, including architectural expertise will best assist the Village at this time. The CBRE team will be led by Martin Stern and Michael Tobin and both have extensive experience advising municipalities on a wide array of development projects over many years.

The cost for these services is estimated to range between \$25,000 and \$50,000 and the developer would be responsible for these costs incurred by the Village along with our legal fees. Attached to this memo is CBRE's proposal and scope of services to be performed. We want to emphasize that the Village's retention of an independent real estate consultant is solely part of the Council's due diligence evaluation of the One Winnetka proposal and does not presage how the Council will vote on the development proposal. As specified in the attached proposal the scope of services to be provided include the following:

CBRE Scope of Services:

1. CBRE will meet with the Village to confirm the Village's objectives for our work, open issues related to the project, timing requirements, contact and reporting relationships and confirm a plan of work for the assignment.
2. CBRE will review all relevant documents submitted by the developer and all staff and public comments related to those submissions.
3. CBRE will analyze the developer's proposed project and its financial structure, development pro forma, project budget, and advise the Village as to the reasonableness of the developer's proposal and requested Village obligations. Specifically CBRE will:
 - a. Evaluate the economic and market viability of the proposed development;
 - b. Evaluate the cost of structured parking and other "public" elements of the project;
 - c. Evaluate the developer's financial request of the Village to assist in building the "public" elements;
 - d. Evaluate the economic and public benefits of the project to the Village;
 - e. Evaluate the developer's request for "right-of-way" owned by the Village, if it should be conveyed and, if so, under what terms; and
 - f. Provide the Village with written memorandum on the evaluations and options as requested by the Village.
4. CBRE will meet with the developer to negotiate project improvements, financial terms, schedule, performance obligations, Village obligations and other aspects of a redevelopment agreement.
5. As requested, CBRE will attend Village meetings and make presentations and will assist the Village with the development agreement for Village Council consideration. We will work with Village legal counsel to assist them in documenting the final approvals, if any.
6. CBRE we will perform other real estate advisory work as requested and directed by the Village.

Next Steps

Upon Village Council approval of the attached resolution and agreement, CBRE will commence its review of the developer's financial and other submittals.

Recommendation

Approval of a Resolution Authorizing an Agreement with CBRE for Professional Services related to Economic Analysis of Proposed One Winnetka Development

Attachments

- *Attachment #1*: Resolution Authorizing an Agreement with CBRE
- *Attachment #2*: Professional Services Agreement
- *Attachment #3*: CBRE Proposal

RESOLUTION R-3-2016

**A RESOLUTION APPROVING AN AGREEMENT WITH CBRE, INC.,
FOR FINANCIAL ANALYSIS AND CONSULTING SERVICES**

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

WHEREAS, the Village desires to obtain professional financial analysis and consulting services to evaluate the development proposal for the proposed "One Winnetka" development ("**Services**"); and

WHEREAS, in December 2015, the Village requested proposals for the performance of the Services; and

WHEREAS, CBRE, Inc. ("**Consultant**"), submitted a proposal to the Village to perform the Services at certain time and material rates; 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 ("**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 A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from 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.

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 2nd day of February, 2016, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the ____ day of _____, 2016, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. CONSULTANT.

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

Consultant Name ("Consultant**"):** **CBRE**

Address: **321 N. Clark Street, Ste. 3400, Chicago, IL 60654**

Telephone No.: **312-456-7070**

Email: **martin.stern@cbre.com**

Project Name/Description: **One Winnetka Financial Analysis**

B. Project Description. Consultant will provide and perform financial analysis and other consulting services related to (i) the evaluation of a proposal for redevelopment of real property within the Village's downtown commercial district known as "One Winnetka," and (ii) the negotiation of financial and other terms for consideration by the Village Council between the Village and the developer proposing the One Winnetka development, all as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**.

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

SECTION 2. SCOPE OF SERVICES.

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

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

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services as specifically directed by the Village during the term of this Agreement until the completion of the Services or upon termination of this Agreement by the Village ("**Time of Performance**").

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The Consultant shall perform the Services only at the direction of the Village, and the Village shall pay the Consultant for such Services at the hourly rates set forth in the Proposal. No claim for compensation for Additional Services, as that term is defined in Section 3.D of this Agreement, shall be valid unless made in accordance with Section 3.D 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 45 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. 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.

E. 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.

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

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

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in

excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services

or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant 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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2016.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL



A Proposal to



For Real Estate Services

January 27, 2016

Presented by:
Martin Stern
Senior Managing Director
+1 312 456 7070
Martin.Stern@cbre.com





CONTENTS

1. Why CBRE
2. Select Experience
3. Key Personnel
4. Scope of Services
5. Compensation

CBRE © 2014 All Rights Reserved. All information included in this proposal pertaining to CBRE—including but not limited to its operations, employees, technology and clients—are proprietary and confidential, and are supplied with the understanding that they will be held in confidence and not disclosed to third parties without the prior written consent of CBRE.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.



Why CBRE

CBRE is a full-service commercial real estate firm focused on practical, market-based real estate strategies. U.S. Equities Realty was formed in 1978 with a mission to provide the best possible service to our clients, remembering that client interests always come first. In July, 2014 U.S. Equities and CBRE merged operations. This combination of our companies formed the preeminent commercial real estate firm in the Chicago area, with our central focus on delivering the highest quality service to our valued clients. We believe that we are uniquely qualified to advise the Village on its options, quickly and efficiently implement those decisions, assist the Village in negotiating its desired outcome and help close the transaction.

- **CBRE combines the best of a trusted advisor and world class transaction specialist.** For the past 38 years, U.S. Equities Realty has provided the most sophisticated advisory and transaction services to municipalities and not-for-profit institutions. The merger with CBRE in 2014 created a company that now combines U.S. Equities' local experience on multi-faceted and complex projects, and CBRE's 70,000+ global strength and vast resources.
- **We are a full-service real estate company.** Our experience includes buying, selling, financing, leasing, developing and managing real estate for our clients. We have highly-experienced and well-qualified teams in a full range of practice specialties, including urban and strategic planning, transaction structuring, project financing, public-private partnerships, development management, and facility operations. We have experience in every product line including for sale and rental residential, retail, office, entertainment, public-use and mixed-use projects. Because we have direct market experience ourselves, we can have peer-to-peer discussions with developers, facilitating a dialogue in which we can effectively identify constraints and opportunities early in the process. Our Advisory Services practice draws upon this comprehensive expertise in creating and executing practical, market-based strategies.
- **We focus on implementation and long-term success.** This requires that from the very start of the assignment, analyses, strategies and plans must be market-based, sensitive to municipal and community goals and constraints, realistic, financeable, and have the flexibility to adapt to changing conditions.
- **We have a long-standing commitment as a real estate advisor to municipalities and other government agencies.** We have extensive experience working with not-for-profit and public sector clients and are keenly sensitive to the unique issues facing our diverse clients. We understand, as a professional staff for a Village, that you must balance the needs of an elected council, a strict regulatory environment, business stakeholders, surrounding and community residents and other stakeholders in a very public and transparent process that requires consensus. We take that into account from the start of the assignment and will assist you in gaining consensus and approval for your decisions.
- **We have broad experience in negotiating creative and complex transactions,** including a range of public incentives, ground leases, vertical subdivisions, and other financing and ownership structures designed to best achieve the objectives of our clients and overcome obstacles, while maintaining overall project feasibility.
- **We understand public and community approval processes.** Nearly every one of our assignments has addressed issues of zoning, public approvals, local community processes and engagement with the civic community. We work productively with developers, public officials and community leaders. Our track record and experience enables us to consistently achieve the best results from a potentially complex process.
- **We are independent advisors,** using our real-world experience and analytical skills to accurately assess each aspect of a proposal and create unbiased options backed by actionable information for the Village's consideration.



Select Experience

Our ongoing focus in helping public agencies and institutions develop and implement real estate strategies is one of the cornerstones of the Advisory Services group. A sampling of municipal assignments on which team members in this proposal have been directly involved includes the following:

- City of Chicago – Development consulting and economic development assignments
- City of Chicago – Tax Increment Financing advisory services
- City of Chicago – Development project advisory, including:
 - Block 37 / 108 North State Street
 - Hotel Allegro / Cadillac Palace Theater
 - Reliance Building
 - O’Hare collateral land development
 - Brownfield development
- Chicago Board of Education – Sale of 50 surplus properties to maximize proceeds and community benefit
- City of Evanston – Downtown development advisory for
 - Church Street redevelopment
 - Sherman Plaza
- Village of Arlington Heights – Retail development strategy, proposal review and negotiations
- Village of Glenview – Downtown development strategy and sales of Village property
- Village of Hoffman Estates – Retail development strategy, proposal review and negotiations
- Village of Buffalo Grove – Site development strategy
- City of Berwyn – Site development strategy
- Village of Lake Bluff – Retail development strategy, proposal review and negotiation
- Village of Lake Forest – Residential development strategy, proposal review and negotiation
- Village of Lisle – Downtown development advisory and sale of Village property
- Village of Woodridge – Development advisory

Select case studies of relevant advisory work with municipalities and institutions are included on the following pages.



Select Experience

BLOCK 37, 108 NORTH STATE STREET

U.S. Equities (now part of CBRE) served as development consultant and chief negotiator to the City of Chicago for 108 North State Street, more commonly referred to as Block 37. 108 North State Street is a 2.8-acre, full-block site in the heart of the central business district that can accommodate as much as 3 million square feet of building area and had been vacant since 1989. In March, 2002, after several failed attempts by the City and a private developer to get development underway, the City reacquired the land and hired us to lead the search for a new developer and concept.



We organized the master developer selection process and negotiated the transaction. Throughout the entire process, we applied its extensive experience in bringing private and public sectors together to maximize the development opportunities and urban planning benefits of this project, create consensus, build public support and gain swift approval for implementation of a final plan.

With 108 North State Street being one of the most prominent sites in downtown Chicago, the City's goal was a mixed-use project that would create exciting public spaces, provide links to Chicago's public transportation and underground pedestrian walkway systems, make an architectural statement and contribute to the vibrancy of State Street, a major retail corridor. Our diversified development expertise facilitated the creation of a commercially successful concept that also incorporated graceful solutions to complex easement challenges that existed on the site. Our team demonstrated and convinced the City of Chicago that the project did not require a traditional department store anchor and that the project could be phased vertically. Both ideas resolved serious issues that dragged down previous plans and were critical in creating a financially feasible concept.

In this assignment, we guided the City's Evaluation Committee through the developer selection process, which included evaluation of qualifications, interviewing, ranking and presenting recommendations for selection. As the project progressed, our team helped guide the evolution of the development process including architectural and urban design review, identification of creative financing mechanisms, negotiation of Letters of Intent and the Redevelopment Agreement, and assistance in the public and civic review process. Since success was critical to both the Master Developer and the City, we also served as a resource and "coach" for the development team, playing a critical role in negotiations with CBS for a new broadcast facility and with the CTA for its premium Airport Express service. At long last, ground was broken on the mixed-use retail, office, residential and hotel project on the long-vacant block in late 2005.

At the start of the process, all of the prospective development teams asked for the land to be contributed at no cost and for Tax Increment Financing (TIF) assistance. In the end, the winning developer paid the City \$12.1 million with the potential to increase that amount if additional



Select Experience

residential or hotel units were built. The City did not need to provide TIF assistance to the developer but instead assisted the CTA with the Airport Express project.

The assignment ended in 2005 after the land was sold to the Mills Corporation, the original developer. Unfortunately, the City decided it was not necessary to have an “Owner’s Rep” where we would continue to monitor the project, help the developer solve problems and provide early warning to the City as issues arose. Within a year, Mills disclosed accounting irregularities to the SEC (unrelated to the Block 37 project) which ultimately led to the liquidation of the company. The CBS/Morningstar headquarters building was sold and completed and the remainder of the Block 37 plan and transaction was so strong that it became one of Mills’ few saleable development assets and was sold to Joseph Freed and Associate which, unfortunately, in turn ran into difficult real estate financial markets and lost the property in foreclosure. Throughout the process, the original deal negotiated by our team protected the City which had no further financial obligations and benefited from the project actually getting built after the site remained vacant for 18 years. The property has now been resold to the CIM Group and the original vision of the City is being realized though with the new owner through the construction of a 600+ unit residential tower and the opening of an AMC movie theater and such restaurants as Latinicity.

CITY OF CHICAGO TAX INCREMENT FINANCING (TIF) ADVISOR

U.S. Equities (now part of CBRE) serves as a Tax Increment Financing (TIF) advisor to the City of Chicago for TIF applications and TIF-funded projects throughout the city. Specifically, we evaluate development proposals involving TIF assistance to test the viability of each project and determine an appropriate level of subsidy, if any. The objective in each project is to use limited City resources most effectively while providing assistance for legitimate and verifiable gaps in funding for projects where there is a demonstrable public benefit.



Because our team has experience building and financing its own development projects, professionals on TIF assignments are able to create independent development pro formas to test market assumptions, financing parameters, cost estimates, and return measures to arrive at subsidy conclusions for each project. We can also communicate with private developers from the developer’s perspective, often demonstrating ways in which to enhance projects in ways that ultimately conserve City resources and result in a better end product.

Through ongoing tenure as the City’s TIF consultant, our team has been able to identify multiple-millions of dollars in savings for the City of Chicago while still maintaining the viability of the TIF projects and acceptable profitability to each developer.



Select Experience

CITY OF EVANSTON DOWNTOWN REDEVELOPMENT CHURCH STREET PLAZA

U.S. Equities (now part of CBRE) was engaged by the City of Evanston to help evaluate competitive proposals for the expansion of the city's downtown area and to negotiate on its behalf with the chosen developer.

Evanston was seeking to revitalize the downtown by adding movie theaters, additional retail, a hotel, a parking garage and accommodating several civic uses. We worked with each competing development team to resolve issues, help improve their proposals and minimize their requests for public assistance. The capabilities and resources of each team were investigated and the City Council was provided with the information necessary to make an informed decision.

A public presentation and participation process, which built support and consensus in an active and independent-minded community, was also outlined.



Our team worked with the chosen developer to further improve the plan by adding a residential component that will further support the downtown area. A transaction was structured and negotiated that provided a fair return to the developer, greatly increased the price paid for the land and reduced the requests for other subsidies. The developer's initial land offer of \$1.5 million was increased to \$4.5 million and the City received an additional \$1.2 million when the number of residential units was increased. Evanston's contribution is limited to the acquisition of certain land and the construction of the 1200 car municipal garage, all of which is paid for by the real estate, sales, entertainment and hotel occupancy taxes generated by the project itself. In addition, Evanston expects a \$14.0 million surplus from those sources over the next 20 years.

When the market for hotel financing disappeared, we were able to restructure the transaction to protect Evanston's cash flows, while allowing the cinema, retail and residential components to begin construction. When a hotel opportunity appeared, we helped the City move quickly to negotiate and close the transaction for a new Hilton Garden Inn.

Since a successful project is everyone's goal and in everyone's interest, our team continued to assist the developer by helping to expand strategies, solve problems, increase contacts and brainstorm ideas. Equally important is the role that we play in providing Evanston's mayor, independent and diverse City Council, and residents with a forum and source of unbiased information that enables them to voice their ideas and opinions and get their questions answered. It also facilitates a process that leads to a broader sense of confidence that the community, as a whole, is making intelligent choices given the options available to them.

Based on the success of these projects, the City of Evanston engaged us to repeat this process on another downtown city block that contained the Sherman Avenue Garage. The taxes generated by the new retail and residential project paid for the replacement and enlargement of the failing garage.



Select Experience

CITY OF EVANSTON DOWNTOWN REDEVELOPMENT SHERMAN AVENUE PLAZA

In 1999 U.S. Equities (now part of CBRE) represented the City of Evanston in the redevelopment of the Sherman Avenue Garage block. The garage was originally poorly placed and hindered the expansion of a walkable downtown. Over time it had deteriorated, had become too expensive to maintain and was disliked by users.

With the success of Church Street Plaza, the City saw the opportunity to replace the garage and create new residential and retail space that would further enhance the redevelopment of the downtown.



Sherman Avenue Venture, a development team, acquired the property on the block and approached the City with a plan to build housing, develop a Sears department store, a health club and additional retail. We evaluated the plans, suggested improvements, helped the City and the developer acquire the remaining property, negotiated the transaction, helped work out the public financing mechanisms and City assistance for Sears. During the real estate recession in 2000, Sears dropped out and our team helped the developer redo the plan to add space for additional retailers and housing units. We negotiated a swap of land parcels so that the replacement garage could be more properly located on Maple Street, across from the CTA station. Additionally, our team assisted in gaining community consensus and helped the developer work out key project and partnership issues that allowed the project to go forward. Owner representation services were also provided for the City's construction of the new garage.

The project was completed in 2006 and contains 229 luxury apartments, 150,000 square feet of retail and an 1,800 car public garage.



Select Experience

ANN & ROBERT H. LURIE CHILDRENS HOSPITAL OF CHICAGO

Children's Memorial Hospital engaged U.S. Equities (now part of CBRE) in 2004 to be the hospital's real estate advisor for its Facilities Redevelopment Project. Children's Memorial is the premier pediatric hospital in the Chicago region, with roughly 600,000 square feet of in-patient hospital space at its campus in Chicago's Lincoln Park neighborhood. In order to continue its tradition of excellence in providing health care services to children and to enhance its national standing, Children's Memorial embarked on a redevelopment project that resulted in the creation of a new hospital in the Streeterville neighborhood to replace the hospital's current cramped Lincoln Park campus.

Our team lead the effort in identifying various site options, evaluating and performing technical analysis on alternative sites, developing acquisition strategies for the selected site, and assisting Children's in selecting a preferred site for its replacement hospital. We was the overall coordinator for a project consulting team that included architectural, program consulting and public relations expertise. The assignment involved an extensive outreach effort to the hospital's physicians, key administrators and user groups to define locational preferences and site evaluation factors in order to focus the site search process. The new hospital, now known as the Ann & Robert H. Lurie Children's Hospital of Chicago, opened in June, 2012



After leading the effort in identifying and analyzing site options, and selecting a preferred site for the replacement hospital, we moved into the second phase of the effort in soliciting and evaluating proposals for the redevelopment of the hospital's existing Lincoln Park campus. In order to understand the potential for the site's redevelopment, our team began by evaluating the local submarket, community issues, and zoning constraints. Prior to any public solicitation, our team collaborated with a local planning firm to develop multiple massing plans for the site to gauge development capacity and potential land proceeds, through a range of densities and mix of uses. Solicitation of proposals began in a "quiet phase" with direct outreach to highly-qualified development teams to generate interest and solicit early feedback on the types of challenges that would need to be managed.

The formal public solicitation of proposals included wide exposure of the opportunity to an international audience of thousands of developers and investors, as well as continued direct engagement with a shortlist of teams well-suited to the opportunity. As a result of the process, an impressive total of 10 detailed mixed-use proposals from highly-qualified teams of developers, architects, and investors were received, subsequent to which we lead the negotiation with each developer and efforts to improvement each proposal. Throughout the process we maintained a direct and productive engagement with the community, local Alderman, and key City officials.





Select Experience

The process resulted in the selection of McCaffery Interests as the Master Developer for the Children's Memorial site. We negotiated the deal and continues to monitor McCaffery's progress toward zoning, represent the hospital's interests in all aspects of the transaction and help to close the transaction.

Our team further assisted Children's in negotiating aspects of the transaction for the new Lurie Children's hospital site on the Northwestern Hospital complex in Streeterville. To further support the activities at the new hospital, we negotiated the purchase of a 94,500 square foot office building and 99 year ground lease on a nearby property.

Our team developed and executed a strategy to transfer all administrative functions from Lincoln Park to locations close to the new Lurie Children's campus. We were able to find an attractively priced sublease to take over, negotiated the buy out of an existing lease and sold an administrative building in Lincoln Park to DePaul University. Having consolidated three locations into one, in close proximity to the new hospital, Lurie Children's was able to improve the efficiency of its operations and significantly reduce its administrative expenses.

VILLAGE OF GLENVIEW

When the U.S. Naval Air Station in Glenview was decommissioned and redeveloped into a retail/residential/office Town Center, the traditional downtown along Glenview Avenue lost tenants and traffic. The Village of Glenview engaged U.S. Equities (now part of CBRE) to develop strategies to reposition the downtown area. Our team worked to identify the remaining strengths of the downtown and created redevelopment concepts for three sites under municipal control to serve as a catalyst for attracting new investment, people and business. After helping the Village reach consensus on the plan, we helped implement it by marketing the sites to developers and end users and negotiating the transactions on behalf of the Village. A new residential building with ground floor retail that will strengthen the street has just opened. On another nearby site which contained an abandoned supermarket, we sought out new supermarket operators including some seeking to enter the Chicago market and concluded a transaction with Heinen's, a new entry to the market who constructed and opened a new modern facility. We are now working with the Village to sell the former Village Hall site for new development.





Select Experience

VILLAGE OF LAKE BLUFF

The Village of Lake Bluff was approached by Target Corp. and a land developer wanting to build a Target store and ancillary retail space on the site of a former car dealership. Target requested a sales tax rebate to help pay for certain required infrastructure improvements. The request asked for 70% of the taxes generated by Target for 15 years. The Village hired U.S. Equities (now part of CBRE) to evaluate the reasonableness of the request and to negotiate with Target. The task was made more difficult by Target’s policy of not releasing detailed project information. However, we used both our development experience and financial acumen to reasonably reconstruct a pro forma and budget for the project and Target’s internal investment criteria. We used the analysis to negotiate an agreement where the Village got first proceeds from sales taxes each year and share 50% of taxes above that threshold for a period of 10 years. This resulted in a 44% reduction from the original request and improved the Village’s cash flow under all conditions. Target accepted the revision and moved forward with the project.



CITY OF LAKE FOREST

In 2015, CBRE, was engaged to assist the City of Lake Forest in the negotiations with a developer for the purchase of a ten-acre site from the City of Lake Forest for the purpose of developing a new residential community containing 110 apartment units, 42 condominium units, 12 single family homes, along with associated underground parking and exterior landscaped amenity spaces. The proposed project is to be built in phases and requires TIF economic assistance from the City to produce an acceptable investment return for the Developer. CBRE helped negotiate the original business terms between the City and the Developer. Over the course of the year, the developer presented its plans to community groups, City commissions and zoning boards and the City of Lake Forest staff and City Council. As a result of comments made during these presentations, the development plan evolved and changed in ways that increased the project costs, and required larger economic assistance from the City. CBRE was re-engaged by the City of Lake Forest to evaluate the need for additional economic assistance and to assist in the negotiation of appropriate modifications to the redevelopment agreement between the City and the developer.



CBRE devised a plan of staged acquisition of the property from the City, modified the timing of the payment and methods of economic assistance, and evaluated the business plan of the developer, in ways that successfully met the needs of both the City and the developer.

Construction of the project is scheduled to start in spring of 2016.



Scope of Services

1. We will meet with the Village to confirm the Village's objectives for our work, open issues related to the project, timing requirements, contact and reporting relationships and confirm a plan of work for the assignment.
2. We will review all relevant documents submitted by the developer and all staff and public comments related to those submissions.
3. We will analyze the developer's proposed project and its financial structure, development pro forma, project budget, and advise the Village as to the reasonableness of the developer's proposal and requested Village obligations. Specifically we will:
 - a. Evaluate the economic and market viability of the proposed development;
 - b. Evaluate the cost of structured parking and other "public" elements of the project;
 - c. Evaluate the developer's financial request of the Village to assist in building the "public" elements;
 - d. Evaluate the economic and public benefits of the project to the Village;
 - e. Evaluate the developer's request for "right-of-way" owned by the Village, if it should be conveyed and, if so, under what terms; and
 - f. Provide the Village with written memorandum on the evaluations and options as requested by the Village.
4. We will meet with the developer to negotiate project improvements, financial terms, schedule, performance obligations, Village obligations and other aspects of a redevelopment agreement.
5. As requested, we will attend Village meetings and make presentations and will assist the Village with the development agreement for Village Council consideration. We will work with Village legal counsel to assist them in documenting the final approvals, if any.
6. We will perform other real estate advisory work as requested and directed by the Village.



Key Personnel



MARTIN STERN

Senior Managing Director

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CLIENTS

- Actors Theater of Minnesota
- Ann & Robert H. Lurie Children's Hospital of Chicago
- Blackwell Global
- Chicago Athletic Association
- Chicago Board of Education
- Chicago Mercantile Exchange Trust
- City of Chicago, IL
- City of Evanston, IL
- Columbia College Chicago
- Cook County, IL
- Cook County Hospital
- Crate and Barrel
- Episcopal Diocese of Chicago
- Erikson Institute
- FDIC
- Fourth Presbyterian Church
- Independent Mechanical Industries
- LaSalle Bank
- Latin School of Chicago
- Moody Bible Institute
- North Branch Works
- Polk Brothers Foundation
- Prescient
- Publicis Groupe S.A.
- Roycemore School
- Sinai Health System
- Spertus Institute for Jewish Learning and Leadership
- University of Chicago
- University of Illinois at Chicago
- Village of Arlington Heights, IL
- Village of Glenview, IL
- Village of Hoffman Estates, IL
- Village of Lake Bluff, IL
- Village of Lincolnshire, IL
- Village of Lisle, IL
- Village of Woodridge, IL
- Waubesa Community College
- YMCA of the USA

PROFESSIONAL EXPERIENCE

Martin Stern leads the Real Estate Advisory Services Group of CBRE Chicago, joining the firm after the 2014 acquisition of U.S. Equities Realty. He is involved in key development and transaction assignments. The group assists municipalities, institutions, nonprofits and corporations, developers and owners, creating viable real estate strategies and following through on their implementation. Martin uses his background in corporate real estate, development, negotiations and finance to analyze situations from multiple perspectives and structure transactions achieving the goals of all parties. His clients include the City of Chicago, the Village of Glenview, Chicago Mercantile Exchange Trust, Publicis Groupe S.A., Crate and Barrel, Columbia College Chicago, the YMCA of the USA, the Chicago Board of Education, Ann & Robert H. Lurie Children's Hospital of Chicago (formerly Children's Memorial Hospital), Sinai Health System and various family and trust investors.

Prior to joining U.S. Equities in 1988, Martin was a Development Officer for Rubloff, Inc. and Vice President of Finance and Special Projects at Tishman Realty Corp., serving as the principal development officer and regional financial officer for the firm's Chicago and Los Angeles branches. Among his developments were office buildings in West Los Angeles, suburban San Francisco and the Westin River North (formerly Hotel Nikko Chicago).

Martin began his business career in 1969 with Amoco Corporation, where he held a series of finance and real estate positions. As head of finance and administrative functions for Amoco Realty Co., he developed, analyzed, financed and monitored all capital investment proposals. By the early 1980s, Martin was responsible for determining Amoco's short and long-term corporate space needs, as well as for major lease negotiations.

Long active in community affairs, Martin helped to establish Amoco Neighborhood Development Corp., and conceived and implemented, in partnership with RESCORP, the Northpoint neighborhood revitalization in Chicago's Rogers Park community, a public/private partnership receiving the 1988 Urban Land Institute's Award for Excellence for Rehabilitation.

Martin has been honored by the Chicago Urban League with its "Beautiful People" award, by the Urban Land Institute, with its Award for Excellence and by the Chicago chapter of Lambda Alpha, with its Lifetime Achievement Award for Community Service. In 2011, Martin was named to the Midwest Commercial Real Estate Hall of Fame by Midwest Real Estate News.

PROFESSIONAL ACCREDITATIONS

- Chicago Loop Alliance (formerly the Greater State Street Council) – Chairman of the Board
- Chicago Neighborhood Development Awards – Co-Chairman, 1996 and 1997
- Chicago Urban League Development Corporation, Board of Directors – Past Chairman



Key Personnel

- Cornell Real Estate Council – Member
- Cornell Program in Real Estate – Advisory Board
- Lambda Alpha International – Member
- Metropolitan Planning Council – Governor, Member, Regional Planning and Investment Committee Member
- Near South Planning Board – Past Chairman, (1999 – 2002) – Chairman Emeritus
- Urban Land Institute International, Program Committee – Member; Urban Development/Mixed-Use Council – Past Chairman
- Urban Land Institute Chicago, Program Committee – Member

EDUCATION

- University of Chicago, Masters of Business Administration in Finance
- Cornell University, Bachelors of Science in Industrial Engineering and Operations Research



Key Personnel



ANDREW NORMAN

Senior Director

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CLIENTS

- Amtrak
- Ann & Robert H. Lurie Children's Hospital of Chicago
- Brown Shoe Company
- City of Chicago
- Compuware Corporation
- Crate & Barrel
- Moody Bible Institute
- North Branch Works
- North Central College
- Sinai Health System
- Skillman Foundation
- Sue Gin Estate
- University of Chicago
- Village of Arlington Heights, IL
- Village of Glenview, IL
- Village of Hoffman Estates, IL
- Village of Lake Bluff, IL
- Village of Lisle, IL
- Village of Woodridge, IL
- Waubensee Community College

PROFESSIONAL EXPERIENCE

Andrew Norman brings over 25 years of professional real estate experience to his role as a Senior Director at CBRE. Andy has served a variety of corporate, non-profit, and public-sector clients in strategic land use planning, transaction structuring, development advisory, and governmental negotiations. His diverse experience has included advising Sinai Health System in the redevelopment of Sinai's hospital campus on the west side of Chicago, selling the former Children's Memorial Hospital campus in Lincoln Park, creating a downtown development strategy and selling key properties for the Village of Glenview, and coordinating the ten-year master land use plan for North Central College in Naperville.

Andy came to CBRE through the acquisition of U.S. Equities Realty in 2014. He joined U.S. Equities in 2000 as Senior Development Manager for a new world headquarters in downtown Detroit for Compuware Corporation. The 1.1 million square foot, 15-story facility, including a 3,000-car parking garage, was completed in the summer of 2003. Andy has also advised Crate& Barrel on headquarters expansion strategies, the University of Chicago on development strategies for 53rd Street in Hyde Park, Amtrak on long range facility planning and surplus property disposition, Moody Bible Institute on strategic campus planning issues, and Waubensee Community College in Aurora on new campus development and surplus property disposition.

Because of his previous work experience and education, Andy brings a particular expertise to municipal development advisory, disposition, zoning, and public incentives issues. He has assisted the City of Chicago on a range of real estate issues, including negotiations on the provision of Tax Increment Financing (TIF) for private redevelopment projects, land use and economic development policy, and the sale of key City-owned properties. Andy has helped a number of other municipalities with real estate strategies and brokerage services, including Hoffman Estates, Arlington Heights, Lake Bluff, Lisle and Woodridge.

Prior to joining U.S. Equities, Andy was with the City of Chicago, Department of Planning and Development for more than 10 years. He started as a City Planner and quickly rose to become a Deputy Commissioner where he was responsible for a variety of economic development initiatives. During his two years in charge of economic development for the City, Andy managed projects that resulted in the creation and retention of more than 3,000 jobs and nearly \$500 million in private investments for Chicago.

PROFESSIONAL AFFILIATIONS

Illinois Licensed Real Estate Broker
 American Institute of Certified Planners
 Urban Land Institute

EDUCATION

University of Illinois – Urbana, Illinois, Bachelor in Arts –Economics
 University of Illinois – Chicago, Illinois, Masters in Urban Planning & Policy



Key Personnel



**MICHAEL TOBIN, AIA,
LEED GREEN ASSOCIATE**

Managing Director

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PROFESSIONAL EXPERIENCE

Michael Tobin is a Managing Director in the CBRE Development Management Services Group.

A 38-year veteran of Chicago's real estate industry, Tobin joined U.S. Equities in 2008 as a key member of the Development Group. Charged with creating new development opportunities and directing current U.S. Equities projects, Tobin directed MetraMarket, a 200,000 square foot retail and restaurant development in Chicago's West Loop. Additionally, Tobin managed the 150,000 SF redevelopment of the retail pavilion at Presidential Towers, a two-block 2,400 unit apartment and retail property constructed in the mid-1980's. His current work includes the development of a 285 room, five star luxury hotel, the redevelopment of the lower levels of a landmark building into a new retail center, and a 165 unit apartment community.

Tobin's work as the development manager for Centene Plaza in Clayton, Missouri was pivotal; Tobin assisted in the commissioning of many famous artists, including Ned Khan who created the Wind Veil; Liam Gillick who designed the architectural glass canopy.

Before joining U.S. Equities, Tobin was partner in charge of all acquisition and development for Northern Realty Group, Ltd. In his eleven year tenure, Tobin generated more than \$325 million in development projects including State Place in Chicago's South Loop, the conversion of the Chicago's historic Shubert Theatre Building into the Bank of America Theatre and the Hampton Majestic Theatre District Hotel, and the Deerfield Village Center in Deerfield, Illinois.

Tobin previously served for six years as President and Chief Operating Officer of Central Station Development Corporation, responsible for directing the development of a 100-acre residential and commercial mixed-use community on Chicago's lakefront. During his tenure, more than \$100 million worth of residential projects were completed.

Earlier, Tobin enjoyed eight years as Vice President of Development for Metropolitan Structures, Inc., responsible for directing over \$650 million in development, including the Chicago Mercantile Exchange Center, 205 North Michigan Avenue and The Fairmont Hotel, as well as the Los Angeles Intercontinental Hotel.

His experience includes Director of Property Services for Harris Bank, overseeing two million square feet of bank-owned and leased space throughout the United States. In 1975, his career began as Senior Architect in the Chicago office of Skidmore, Owings and Merrill.

Clients

- 205 North Michigan Avenue
- 618 South Main
Ann Arbor, Michigan
- Centene Plaza
Clayton, Missouri
- Central Station
Chicago, Illinois
- Chicago Architectural Foundation
- Chicago French Market
- Chicago Mercantile Exchange
Center
- Conrad Hilton - 101 E. Erie,
Chicago
- Deerfield Village Center
Deerfield, Illinois
- Hampton Inn Majestic Chicago
Theatre District Hotel
- Los Angeles Intercontinental Hotel
- MetraMarket
- Presidential Towers
- The Fairmont Hotel
- University of Chicago Medicine
Parking Deck and Office Building
- University of Chicago Medicine
West Campus Garage



Key Personnel

PROFESSIONAL AFFILIATIONS / RECOGNITION/ ACCREDITATIONS

- Registered Architect: State of Illinois #001.009025
- Licensed Real Estate Broker: State of Illinois #475.107188
- LEED Green Associate
- American Institute of Architects
- Alfred Taubman College of Architecture and Urban Planning Real Estate Advisory Board-University of Michigan
- Chicago Development Council – Past Board Director
- Chicago Alliance (formerly Greater State Street Council) – Past Vice President
- Lambda Alpha International
- Near South Planning Board – Vice Chairman and current Board Director
- University of Michigan Alumni Association - Alumni Leadership Committee
- Wacker Drive Streetscape Association –Founding Board Member and Vice President
- Michigan Avenue Streetscape Association – Founding Board Member and Treasurer
- Recipient of Crain’s “40 under 40” award

EDUCATION

- University of Michigan, Masters of Architecture, summa cum laude
- University of Michigan, Bachelors of Science in Architectural Studies



Compensation

PROPOSED COMPENSATION

Total cost is not only a question of rate but of the experience of the staff that allows it efficiently to produce outstanding results in the least amount of time without time consuming corrections. We work very quickly and efficiently allowing our final billings to often be lower than other firms charging lower rates. Our range of experience allows us to select the right team member for any task based on the level of experience and judgment needed. The size of the staff and the wide variety of financial analysis we do assures that such a person will be available. Our access to current market data also reduces the time involved to complete studies, resulting in cost savings for our clients.

Because the number of issues and the extent of required negotiations cannot be determined at this time we cannot estimate a total budget. However, work will be done only at the direction of the Village and the Village will be able to monitor and control costs. In addition, every assignment will be staffed and supervised at the most appropriate levels to obtain the correct result as quickly and as cost-effectively as possible.

We propose to be compensated on an hourly basis at our Standard 2016 Hourly Rates, as set forth below, for time spent in providing advisory services related to scope described in this proposal. The table below itemizes individual hourly rates for the professionals proposed for the assignment. The Village will pay only for actual hours expended and keep all savings generated by the assistance of Village staff. We work efficiently and smart, always conscious of keeping costs under control.

Team Members	Hourly Rates
Martin Stern – Project Executive	\$500.00
Andy Norman	\$350.00
Michael Tobin	\$350.00
Senior Financial Analyst	\$200.00
Jim Hurst – Project Support	\$95.00

Out-of-pocket expenses related to the assignment be billed to the Village at our cost. CBRE will invoice its hourly fees on a monthly basis, including an itemized listing of all services and reimbursable expenses. Payment will be due within twenty-five (25) days of receipt of the invoice.