

**Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
Tuesday, April 19, 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) May 3, 2016 Regular Meeting
 - b) May 10, 2016 Study Session
 - c) May 17, 2016 Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) April 5, 2016 Regular Meeting3
 - b) Approval of Warrant List dated April 1-14, 201610
 - c) Ordinance No. M-8-2016: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction)11
 - d) Resolution No. R-22-2016: Green Bay Road & Elm Street Traffic Signal Funding (Adoption).....14
 - e) Resolution No. R-23-2016: Approving a Contract with B-Max Inc., for Electric Distribution Work (Adoption)16
 - f) Resolution No. R-24-2016: Approving a Contract with Master Project Inc., for Roofing Work at the Village’s Electric Generation Plant (Adoption)66
- 6) Stormwater Report: None.

- 7) Ordinances and Resolutions
 - a) Ordinance No. M-7-2016: 1112 Willow Road, Winnetka School District 36,
Special Use Permit and Variation (Introduction/Adoption)104
- 8) Public Comment
- 9) New Business
 - a) Downtown Master Plan: Teska Associates’ Status Report.....200
- 10) New Business
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- 11) Appointments
- 12) Reports
- 13) Closed Session
- 14) Adjournment

NOTICE

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

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

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

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
April 5, 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, April 5, 2016, at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:00 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, Community Development Director Mike D'Onofrio, Assistant Community Development Director Brian Norkus, Fire Chief Alan Berkowsky, Deputy Fire Chief John Ripka, and approximately 81 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) April 12, 2016 Study Session. Manager Bahan explained this meeting has been cancelled. A Strand Vision Phase Workshop will be held instead at Washburne Middle School Theater on April 12.
 - b) April 19, 2016 Regular Meeting. All of the Council members present indicated that they expect to attend.
 - c) May 3, 2016 Regular Meeting. All of the Council members present indicated that they expect to attend.
- 4) Approval of the Agenda. Trustee Fessler, seconded by Trustee Krucks, moved to approve the Agenda. By voice vote, the motion carried.
- 5) Consent Agenda
 - a) Village Council Minutes.
 - i) March 8, 2016 Study Session.
 - ii) March 17, 2016 Rescheduled Regular Meeting.
 - b) Warrant List. Approving the Warrant List dated March 11-31, 2016 in the amount of \$1,158,885.25.
 - c) Resolution No.R-16-2016: 2016 Street Rehabilitation and Public Improvement Project (Adoption). Approval of a contract with A Lamp Concrete, Inc. for the 2016 Street Rehabilitation and Public Improvement Program.
 - d) Resolution No. R-17-2016: Public Works Building B Structural Floor Replacement Project (Adoption). Approval of a contract with MAG Construction Company to repair the floor of Public Works Building B at a price not to exceed \$498,201.

- e) Resolution No. R-18-2016: Authorization to Use Motor Fuel Tax Funds (Adoption). Authorization to use \$34,000 in Motor Fuel Tax funds for Phase I engineering for the Oak and Cherry Street bridge improvements.
- f) Resolution No. R-19-2016: Approving an Agreement with Clark Dietz, Inc. for Design of a Fire Protection System (Adoption). Approval of an agreement with Clark Dietz Inc. to design a fire protection system.
- g) Resolution No. R-20-2016: Approving a Contract with Aramark Uniform Services for Uniform Rental and Laundering Services (Adoption). Approval of a contract for uniform rental and laundering services.
- h) Resolution No. R-21-2016: Local Agency Federal Participation Agreement (Adoption). An authorization to approve an agreement outlining cost sharing provisions for Phase I Engineering for the Oak and Cherry Street Bridge rehabilitation.
- i) Annual Outdoor Seating Permits. Approval of the 2016 Outdoor Permit applications.

Trustee Myers, seconded by Trustee Fessler, 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. No report.

7) Ordinances and Resolutions.

- a) Ordinance No. MC-2-2016: Fire Sprinkler Requirements Amendments (Adoption). Chief Berkowsky reviewed the proposed amendments to the Fire Sprinkler regulations, which were discussed and approved by the Council on February 16. He said the Village plans to communicate with the business community about the changes and to promote the new procedures.

After the Council asked a few questions and Chief Berkowsky noted that he had not received any feedback about the subject Ordinance, President Greable asked for public comment.

Richard Kates, 1326 Tower Road. Mr. Kates said he was concerned that no building owners are in attendance at the meeting. He suggested the Council delay adopting subject Ordinance until notices have been sent to every building owner and their tenants to gather their comments.

Glen Weaver, 574 Lincoln. Mr. Weaver said the Village Sprinkler Ordinance must be repealed to promote economic growth in Winnetka.

Trustee Cripe suggested adopting all the proposed changes, with the exception of Section 15.16.050(B), where language referring to increased fire hazards determined by the Fire Chief is being deleted, until more comment could be gathered.

The rest of the Council agreed that since there is no method to determine what an increase of fire hazard would be, and the public has had ample opportunity to provide feedback, that the draft Ordinance should be adopted as presented.

Trustee McCrary, seconded by Trustee Krucks, moved to adopt Ordinance No. MC-2-2016. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, and Myers. Nays: Trustee Prodromos. Absent: None.

- b) Ordinance No. M-6-2016: 150 and 191 Linden Street, Saints Faith, Hope and Charity, Special Use Permit and Variations (Introduction/Adoption). Mr. D’Onofrio reviewed this request for a special use permit and zoning variations for gross floor area and roofed lot coverage. He explained that Sts. Faith, Hope & Charity Church is planning to construct a new Parish Center east of the main church, along with circulation and parking improvements. For the west side of Linden Street, a synthetic turf athletic field, a playground and more parking improvements are proposed.

Mr. D’Onofrio said the Zoning Board of Appeals considered the request at its January meeting, and unanimously voted to recommend approval of the application. The Plan Commission (PC) and Design Review Board (DRB) considered the application at their respective January meetings, and suggested changes. Revised plans were submitted in February which addressed the concerns of the PC and DRB, and both of these boards voted to recommend approval.

Mr. D’Onofrio reviewed the floor plans and the conditions included in the approval Ordinance, after which the Council discussed the request. There was a conversation with the project architect, Jon Talty, and the parking consultant, Javier Milan, about safety issues on Linden Street once the diagonal parking is in place. Mr. Milan noted that raised crosswalks or hatch-painted crosswalks could be implemented to increase the crosswalk visibility for motorists. Mr. Talty said the school children will be accompanied by their teachers when crossing to and from the school.

Next, President Greable asked for public comment.

David Humphrey, 434 Willow Road. Mr. Humphrey asked if concerns about the first diagonal space cutting across the crosswalk had been addressed. Catherine Talty, the landscape architect, explained extra space in the landscape island was added to put more room between parked cars and school children at the crosswalk.

Panny Lanphier, 250 Birch Street. Ms. Lanphier expressed apprehension about the diagonal parking on both sides of the street, as Linden Street is used as a throughway to downtown. She suggested limiting parking to the east side on weekdays.

Trustee Krucks requested special safety considerations be implemented for the schoolchildren at the crosswalks. Mr. Talty reiterated that the schoolchildren will be escorted across the street by their teachers as part of the overall safety plan for the improvement project.

The Council was generally in agreement to leave safety plans up to the school, and all were in favor of waiving introduction.

Trustee Cripe, seconded by Trustee Fessler, moved to waive introduction of Ordinance No. M-6-2016. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

Trustee Prodromos, seconded by Trustee Fessler, moved to adopt Ordinance No. M-6-2016. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

8) Public Comment.

Richard Kates, 1326 Tower Road. Mr. Kates stated that during his four years as Village Trustee the Village's monthly financial statements were not disseminated on a timely basis. He said the statements are a requirement under Village Code and alleged they are still not being issued on a monthly basis.

Manager Bahan explained that the implementation of the Village's new financial software did initially delay the timing of the financial statements, but the Council has been receiving them regularly for approximately the past year.

Phil Hoza, 605 Cherry Street. Mr. Hoza said he was astounded to see the size of the agenda packet for this meeting, over 700 pages, and expressed appreciation for the diligence of the Council.

9) Old Business. None.

10) New Business.

a) One Winnetka Planned Development. Mr. D'Onofrio explained that a Planned Development (PD) is a parcel over 10,000 square feet that is governed by a special set of regulations that allow greater flexibility in applying the Zoning Ordinance to promote creative land use and conformity with the Comprehensive Plan. The PD Ordinance calls for an extended review process with three Village advisory bodies: the Zoning Board of Appeals (ZBA), Plan Commission (PC) and Design Review Board (DRB).

Mr. D'Onofrio reviewed the 1.61 acre One Winnetka site, which includes:

- 511 Lincoln Ave. (formerly Fell clothing store);
- 513-515 Lincoln Ave. (formerly Marian Michael clothing store);
- 740 Elm St. (Phototronics);
- 718-732 Elm St. (multi-tenant building);
- 714-716 Elm St. (formerly Baird & Warner Real Estate).

Mr. D'Onofrio said Conney's Pharmacy at 736 Elm Street was not a part of the development site when the advisory boards were considering the application. However, the developer is in negotiations with Conney's and is asking the Council to consider a plan that may include the parcel at 736 Elm Street.

Mr. D'Onofrio explained that the development plans were revised on several occasions during the approval process with the advisory boards. Amendments were made to building height, number of residential units, commercial square footage, parking and design features. He briefly described each advisory board process, noting that the PC recommended approval of the application subject to conditions; the ZBA recommended denial of the project; and the DRB voted that the project is in compliance with the Village's Design Guidelines.

Next, Jeff Beck, attorney for the developer, Stonestreet Partners, LLC, asserted that the One Winnetka project will benefit Winnetka and he introduced David Trandell, the developer.

Mr. Trandel noted that his project has been modified significantly to make it better, as his intent is to beautify the Village and provide amenities, not to create division. He reviewed the qualifications of his team, architect Lucien LaGrange, landscape architects Daniel Ewinbach & Partners, as well as technical, traffic, planning/zoning, market and tax consultants.

Mr. Trandel described the project: 71 luxury residential units, over 41,000 square feet of commercial space; 432 parking spaces for residents, commuters, retail customers and employees; and a public plaza for civic events and festivals. He explained that there are three buildings in the proposal, with parking sufficient to support the proposed retail. He reviewed the projected public benefits of the project: investment in downtown Winnetka; public improvements; increases in tax revenue/fees; replacement of obsolete commercial space; and satisfy demand for simplified living for retirees. He said a driving force in the design of the building was the lack of suitable living space to keep Winnetka's aging population in the Village.

George Kissel, Project Planner. Mr. Kissel gave a brief history of Winnetka, describing the Bennet Plan and explaining how One Winnetka will fit in with that plan. He reviewed vacancy rates and posited that they are largely driven by the outmoded nature of the business districts. Lastly, he described the revisions made to the proposed development during the advisory board review process.

Geoffrey Bird, Project Architect. Mr. Bird reviewed the context of the project in conjunction with the Elm Street Business District and described the three buildings in greater detail. He noted that the project is designed to be enjoyed at a pedestrian scale.

Mr. Kissel reviewed the proposed reconfiguration of Lincoln Avenue, which would include underground parking and a plaza. He expounded on the public benefits, including infrastructure improvements to parking, stormwater management, water mains, and reduced curb cuts. Finally, he reviewed the requested zoning variations for height, rear yard setback and upper level setback.

Mr. Trandel concluded that the review process has afforded an opportunity for constructive dialog and he wants to work with the Village to produce a result everyone will be proud of. He noted that this is a rare opportunity for the largest site ever re-developed in Winnetka.

President Greable called for audience questions.

David Humphrey, 434 Willow Road. Mr. Humphrey asked how the inclusion of Conney's would affect the plan and the public encroachment. Mr. Trandell said including Conney's doesn't impact the encroachment on Lincoln Avenue, which is being done to "square up" the plaza.

Frank Petrek, 711 Oak Street. Mr. Petrek had three questions: (1) will a majority of Trustees need to vote for approval in light of the objections; (2) how will parking on the east side of Lincoln impact the entrance to 711 Oak Street; and (3) why was the garbage

collection changed to the south end of the development, right next door to 711 Oak Street?

Attorney Friedman said he is confirming the objectors with a title company, but it looks like they're over 20% of owners within 250 feet, which will mandate approval of four Trustees, with the Village President's vote not counting.

Mr. Trandel explained that the garbage will not be out in the open, and that the site was reconfigured to remove approximately 4,000 feet of retail, which improves the ability to manage the traffic flow from Lincoln Avenue. Mr. Kissel noted that everything is at the preliminary stage, and nothing has been engineered yet.

Patrick O'Neil, owner of Little Ricky's. Mr. O'Neil said he thinks the One Winnetka proposal is fabulous and the Village needs it.

Marc Hecht, Spruce Street. Mr. Hecht asked if the Village has received the market report from its real estate advisor CBRE and if the next meeting would be held if it hasn't. Manager Bahan said the report is expected to be ready in the next 15-30 days, and the next Council meeting is set for April 19.

Rob Newman, 610 Sheridan Road. Mr. Newman asked what is being done to prevent the site from standing vacant another 5 or 6 years if One Winnetka is not approved. Manager Bahan explained that the property is not owned by the Village, and is in the hands of the private sector.

Debbie Guillod, 1301 Forest Glen. Ms. Guillod asked why the Village President is being eliminated from the voting process, and why the community would potentially suffer based on the objections of a handful of people. Attorney Friedman noted that the rule is in the Village Code, and many municipalities have protest provisions to trigger a supermajority vote.

Richard Sobol. Mr. Sobol asked if it is appropriate to consider the One Winnetka application before the Downtown Master Plan process is complete. Manager Bahan responded that now is the right time to consider the application, and that the Village has four other potential re-development sites that will also benefit from a Downtown Plan.

Eleanor Prince, Kenilworth. Ms. Prince asked what Winnetka is doing to brand itself and bring in new businesses. Manager Bahan said branding won't be pursued until the Downtown Master Plan is finalized. He added that several new businesses have come to Winnetka in the past year, and the Economic Development Program is examining recruitment strategies.

President Greable announced that due to the lateness of the hour, the discussion would come to a close for the evening, and public comment and questions will be continued at the next Council meeting.

11) Appointments.

- a) Trustee Krucks, seconded by Trustee Cripe, moved to appoint Mary Hickey as the Zoning Board of Appeals representative to the Plan Commission, to replace Chris Blum, effective immediately. By voice vote, the motion carried.

12) Reports.

- a) Village President. President Greable invited the community to the upcoming Strand Workshop at Washburne School next Tuesday.
- b) Trustees.
 - i) Trustee Krucks congratulated the Fire Department on its excellent annual report.
- c) Attorney. None.
- d) Manager. None.

13) Closed 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 10:42 p.m.

Deputy Clerk



Agenda Item Executive Summary

Title: Approval of Warrant List

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 04/19/2016

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 April 1-14, 2016 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated April 1-14, 2016.

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. M-8-2016: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction)

Presenter: Alan Berkowsky, Fire Chief

Agenda Date: 04/19/2016

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Consent: YES NO

Item History:

On December 2, 2014, the Village Council authorized the purchase of a new fire engine from the Smeal Fire Apparatus Company. This new Engine replaces the current front line engine. The current front line engine will become the reserve unit. Therefore, the Fire Department no longer has need of the 1996 Pierce Sabre Pumper and indicated it would be sold as soon as the new engine had arrived. The new engine was delivered on March 31, 2016.

Executive Summary:

Consistent with Illinois statutes and the home rule authority of the Village, the Village's established practice is to pass an Ordinance authorizing the Village Manager to dispose of vehicles that have reached their useful service life. Ordinance M-8-2016 authorizes the Village Manager to dispose of the Fire Department's 1996 Pierce Sabre Reserve Fire Engine.

A closed bid process will be used to sell the reserve engine. The minimum opening bid for the retired vehicle will be \$30,000.

Recommendation:

Consider introduction of Ordinance No. M-8-2016, titled "An Ordinance Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka."

Attachments:

Ordinance No. M-8-2016, An Ordinance Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka.

ORDINANCE NO. M-8-2016

AN ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WINNETKA

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

WHEREAS, the Village owns one 1996 Pierce Sabre Pumper (V.I.N. No. 4P1CT02U3TA000195) ("*Surplus Property*"); and

WHEREAS, the Council of the Village of Winnetka ("*Village Council*") has determined that ownership of the Surplus Property is no longer necessary or useful to, or for the best interests of, the Village; and

WHEREAS, the Village Council desires to dispose of the Surplus Property; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to dispose of the Surplus Property as set forth in this Ordinance;

NOW, THEREFORE, 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: AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, and the Village's home rule authority, the Village Council declares that ownership of the Surplus Property is no longer necessary or useful to, or in the best interests of, the Village. The Village Council authorizes the Village Manager, or his designee, to dispose of the Surplus Property in a manner to be determined by the Village Manager, in his discretion.

SECTION 3: EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are authorized to execute and attest, on behalf of the Village, all documents necessary to complete the disposition of the Surplus Property authorized pursuant to Section 2 of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage by a majority of the corporate authorities then holding office, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ 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: April 19, 2016

Passed and Approved: _____, 2016



Agenda Item Executive Summary

Title: Resolution No. R-22-2016: Green Bay Road & Elm Street Traffic Signal Funding (Adoption)

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

Agenda Date: 04/19/2016

Consent: YES NO

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

Item History:

As part of the Village of Winnetka's Capital Improvement Program for 2016, the traffic signals at the intersection of Green Bay Road and Elm Street have been scheduled for modernization. The Village's Engineering Staff has prepared the plans and specifications, and are presently at the Illinois Department of Transportation for review and approval. The preliminary Engineer's Estimate of Cost is \$333,855.48.

Executive Summary:

The Village of Winnetka is proposing to modernize the traffic signals at Green Bay Road and Elm Street. This project entails removal and replacement of the existing traffic signal system with a modernized traffic signal system, including mast arms, emergency vehicle priority system, and accessible pedestrian LED countdown signal heads and push buttons.

The project is to be funded using a combination of \$300,000 of Motor Fuel Tax funds, and \$35,000 in Corporate Funds. The Village's Motor Fuel Tax funds are subject to supervision by the Illinois Department of Transportation, and use of funds for eligible construction projects requires an authorizing resolution. Resolution R-22-2016 (attached) authorizes use of \$300,000 in Motor Fuel Tax funding for the Traffic Signal Modernization Project for Green Bay Road and Elm Street.

Recommendation:

Consider adoption of Resolution No. R-22-2016 authorizing expenditure of \$300,000 in Motor Fuel Tax funds for the Traffic Signal Modernization Project for Green Bay Road and Elm Street.

Attachments:

Resolution No. R-22-2016



Agenda Item Executive Summary

Title: Resolution No. R-23-2016: Approving a Contract with B-Max Inc., for Electric Distribution Work (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 04/19/2016

- | | |
|-------------------------------------|-------------------------|
| <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:

The Water & Electric Department issued Bid Number #016-009 for directional boring services which includes the installation of conduit and equipment pads for the electrical distribution system. The existing directional boring contract expires on May 31, 2016.

Executive Summary:

Bid notices were advertised in the Winnetka Talk and posted to the on-line bidding service, Demand Star. A mandatory pre-bid meeting was held at the Village Yards on March 17th, 2016. Bids were opened on April 1, 2016, with three vendors submitting bids.

The lowest qualified bidder was B-Max Inc. with a bid evaluation cost of \$367,093.65 for the first year of work. The Village has utilized B-Max for the five previous years. The contractor's work has been superior to that of prior vendors awarded the directional boring contract. Staff is recommending acceptance of the unit prices bid by B-Max Inc.

Resolution No. R-23-2016, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest, a contract with B-Max Inc.

The FY 2016 Budget contains \$561,000 for the directional boring and conduit installation. Through March 31, staff has expended \$82,081. There are two remaining months on the existing contract. Staff is seeking initial funding authorization to expend \$250,000 on directional boring services for the period June 1 through December 31.

Recommendation:

Consider adoption of Resolution No. R-23-2016, approving a contract with B-Max Inc. for electric distribution work.

Attachments:

Agenda Report dated April 12, 2016

Exhibit 1 - B-Max Unit Price Bid

Exhibit 2 - Biagi Unit Price Bid

Exhibit 3 - Utility Dynamics Unit Price Bid

Resolution No. R-23-2016, Approving a Contract with B-Max Inc.

Exhibit A - Request for Proposal #016-009, Directional Boring Contract

AGENDA REPORT

Subject: Resolution R-23-2016; Approving a Contract with B-Max Inc., for Electric Distribution Work.

Prepared by: Brian Keys, Director Water & Electric

Ref: October 27, 2015 Budget Presentation

Date: April 12, 2016

The Water & Electric Department issued Bid Number #016-009 for directional boring services which includes the installation of conduit and equipment pads for the electrical distribution system. The existing directional boring contract expires on May 31, 2016.

Each bidder was asked to provide fixed prices for various units of work. The bid evaluation is based on estimated quantities of work for a one year period. The bid evaluation quantities are the average of units of work completed in 2014 and 2015 with the exclusion of the New Trier renovation project, a non-recurring large project. The actual work scope to be performed by the contractor will be based on an as-needed basis. As such, it is anticipated that the estimated quantities and actual quantities used will vary over the course of the year.

Contractors were asked to provide fixed prices for units of work during the next three (3) years; Year 1 (June 1st 2016 through May 31st 2017), Year 2 (June 1st 2017 through May 31st 2018), and Year 3 (June 1st 2018 through May 31st 2019). Acceptance of Year 2 and Year 3 pricing is at the Village's sole discretion.

Bid notices were advertised in the Winnetka Talk and posted to the on-line bidding service, Demand Star. A mandatory pre-bid meeting was held at the Village Yards on March 17th, 2016. Five vendors attended the pre-bid meeting. Bids were opened on April 1st, 2016, with three vendors submitting bids. The bid evaluation summary is shown below. Individual bids for the unit pricing have been included as Exhibits to the Agenda Report.

RFB #016-009 - Directional Boring Bid Evaluation Summary			
Vendor	YEAR 1	YEAR 2	YEAR 3
B-Max Inc.	\$ 367,093.65	\$ 380,512.40	\$ 395,097.10
Biagi Plumbing	\$ 400,546.43	\$ 421,486.51	\$ 441,301.49
Utility Dynamics	\$ 456,396.60	\$ 503,086.75	\$ 561,153.50

The lowest qualified bidder was B-Max Inc. with a bid evaluation cost of \$367,093.65 for the first year of work. The Village has utilized B-Max for the five previous years. The contractor's work has been superior to that of prior vendors awarded the directional boring contract. Staff is recommending acceptance of the unit prices bid by B-Max Inc. Upon award of the contract, B-Max will be required to post a new performance bond with the Village prior to the start of the new contract period.

Resolution No. R-23-2016, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest, a contract with B-Max Inc.

The FY 2016 Budget contains \$561,000 for the directional boring and conduit installation. The Underground System Account (500.42.31-660) has \$120,000 and the New Business Cable Pulling and Conduit Account (500.42.37-660) has \$441,000.00 (account #500.42.37-660). Through March 31st, staff has expended \$82,081. There are two remaining months on the existing contract. Staff is seeking initial funding authorization to expend \$250,000 on directional boring services for the period June 1st through December 31st. If additional funding is required, staff will request a change order from the Village Council.

Recommendation:

Consider adoption of Resolution No. R-23-2016 approving a contract with B-Max Inc. for electric distribution work.

EXHIBIT 1 - B-MAX

RFB# 016-009 - Directional Boring		6/1/2016 to 5/31/17								6/1/2017 to 5/31/18		6/1/2018 to 5/31/19	
Vendor	Work Process:	B-MAX	EVALUATION QUANTITIES	UNIT PRICE "E"	PRICE "E" TOTAL	UNIT PRICE "F"	PRICE "F" TOTAL	UNIT PRICE "G"	PRICE "G" TOTAL				
	Start or End Pit:	For 2" conduit	155	\$ 58.00	\$ 8,990.00	\$ 60.00	\$ 9,300.00	\$ 62.50	\$ 9,687.50				
	Start or End Pit:	For 4" conduit	116.5	\$ 58.00	\$ 6,757.00	\$ 60.00	\$ 6,990.00	\$ 62.50	\$ 7,281.25				
	Start or End Pit:	For 5" conduit	0	\$ 58.00	\$ -	\$ 60.00	\$ -	\$ 62.50	\$ -				
	Start or End Pit:	For 6" conduit	0	\$ 58.00	\$ -	\$ 60.00	\$ -	\$ 62.50	\$ -				
	Test Holes In:	Concrete	1	\$ 375.00	\$ 375.00	\$ 390.00	\$ 390.00	\$ 410.00	\$ 410.00				
	Test Holes In:	Asphalt	10	\$ 350.00	\$ 3,500.00	\$ 370.00	\$ 3,700.00	\$ 390.00	\$ 3,900.00				
	Test Holes In:	Parkway	202	\$ 95.00	\$ 19,190.00	\$ 100.00	\$ 20,200.00	\$ 105.00	\$ 21,210.00				
	Excavation for:	Xfmr Pad 5'X5'X20"	0.5	\$ 170.00	\$ 85.00	\$ 180.00	\$ 90.00	\$ 190.00	\$ 95.00				
	Excavation for:	Xfmr Pad 8'X8'X20"	0	\$ 250.00	\$ -	\$ 260.00	\$ -	\$ 270.00	\$ -				
	Excavation for and Installation of:	Xfmr Pad 5'X5'X20"	12	\$ 390.00	\$ 4,680.00	\$ 400.00	\$ 4,800.00	\$ 410.00	\$ 4,920.00				
	Excavation for and Installation of:	Xfmr Pad 8'X8'X20"	1	\$ 450.00	\$ 450.00	\$ 460.00	\$ 460.00	\$ 470.00	\$ 470.00				
	Excavation for:	Splice Box 28"X40"X30"	3	\$ 120.00	\$ 360.00	\$ 130.00	\$ 390.00	\$ 140.00	\$ 420.00				
	Excavation for:	Splice Box 40"X50"X22"	1.5	\$ 180.00	\$ 270.00	\$ 190.00	\$ 285.00	\$ 200.00	\$ 300.00				
	Excavation for and Installation of:	Splice Box 28"X40"X30"	21.5	\$ 490.00	\$ 10,535.00	\$ 495.00	\$ 10,642.50	\$ 500.00	\$ 10,750.00				
	Excavation for and Installation of:	Splice Box 40"X50"X22"	3	\$ 540.00	\$ 1,620.00	\$ 550.00	\$ 1,650.00	\$ 560.00	\$ 1,680.00				
	Conduit/ft. (Material and Installation)	1 1/4" (Orange) w/pull line	14416.5	\$ 1.10	\$ 15,858.15	\$ 1.20	\$ 17,299.80	\$ 1.30	\$ 18,741.45				
	Conduit/ft. (Material and Installation)	2"	7963.5	\$ 1.30	\$ 10,352.55	\$ 1.40	\$ 11,148.90	\$ 1.50	\$ 11,945.25				
	Conduit/ft. (Material and Installation)	4"	6315.5	\$ 3.70	\$ 23,367.35	\$ 4.00	\$ 25,262.00	\$ 4.30	\$ 27,156.65				
	Conduit/ft. (Material and Installation)	5"	50	\$ 6.00	\$ 300.00	\$ 6.20	\$ 310.00	\$ 6.50	\$ 325.00				
	Conduit/ft. (Material and Installation)	6"	0	\$ 7.00	\$ -	\$ 7.50	\$ -	\$ 8.00	\$ -				
	Bore/Ream Size/ft.	3"	70	\$ 8.00	\$ 560.00	\$ 8.50	\$ 595.00	\$ 9.00	\$ 630.00				
	Bore/Ream Size/ft.	4"	3127	\$ 9.25	\$ 28,924.75	\$ 9.50	\$ 29,706.50	\$ 9.75	\$ 30,488.25				
	Bore/Ream Size/ft.	6"	5421.5	\$ 11.00	\$ 59,636.50	\$ 11.25	\$ 60,991.88	\$ 11.50	\$ 62,347.25				
	Bore/Ream Size/ft.	8"	4493	\$ 14.00	\$ 62,902.00	\$ 14.50	\$ 65,148.50	\$ 15.00	\$ 67,395.00				
	Bore/Ream Size/ft.	10"	752.5	\$ 17.00	\$ 12,792.50	\$ 17.50	\$ 13,168.75	\$ 18.00	\$ 13,545.00				
	Bore/Ream Size/ft.	12"	322	\$ 21.00	\$ 6,762.00	\$ 21.50	\$ 6,923.00	\$ 22.00	\$ 7,084.00				
	Bore/Ream Size/ft.	14"	117.5	\$ 35.00	\$ 4,112.50	\$ 35.50	\$ 4,176.25	\$ 36.00	\$ 4,242.00				
	Bore/Ream Size/ft.	18"	0	\$ 34.00	\$ -	\$ 36.00	\$ -	\$ 38.00	\$ -				
	Tie into Existing Manhole	First Conduit	7.5	\$ 510.00	\$ 3,825.00	\$ 530.00	\$ 3,975.00	\$ 560.00	\$ 4,200.00				
	Tie into Existing Manhole	Additional Conduits	6.5	\$ 120.00	\$ 780.00	\$ 125.00	\$ 812.50	\$ 130.00	\$ 840.00				
	Tie into Existing Splice Box	First Conduit	32.5	\$ 390.00	\$ 12,675.00	\$ 400.00	\$ 13,000.00	\$ 410.00	\$ 13,325.00				
	Tie into Existing Splice Box	Additional Conduits	0.5	\$ 26.00	\$ 13.00	\$ 28.00	\$ 14.00	\$ 30.00	\$ 15.00				
	E-Loc Couplings or Approved Equivalent (Material and Labor):	1 1/4"	30	\$ 8.00	\$ 240.00	\$ 8.50	\$ 255.00	\$ 9.00	\$ 270.00				
	E-Loc Couplings or Approved Equivalent (Material and Labor):	2"	32	\$ 10.50	\$ 336.00	\$ 11.50	\$ 368.00	\$ 12.00	\$ 384.00				
	E-Loc Couplings or Approved Equivalent (Material and Labor):	4"	70	\$ 24.00	\$ 1,680.00	\$ 25.00	\$ 1,750.00	\$ 26.00	\$ 1,820.00				
	E-Loc Couplings or Approved Equivalent (Material and Labor):	5"	0	\$ 40.00	\$ -	\$ 41.00	\$ -	\$ 42.00	\$ -				
	E-Loc Couplings or Approved Equivalent (Material and Labor):	6"	0	\$ 45.00	\$ -	\$ 46.00	\$ -	\$ 47.00	\$ -				
	Fusion Butt Splice (Material and Labor):	2"	0	\$ 35.00	\$ -	\$ 40.00	\$ -	\$ 45.00	\$ -				
	Fusion Butt Splice (Material and Labor):	4"	0	\$ 35.00	\$ -	\$ 40.00	\$ -	\$ 45.00	\$ -				
	Fusion Butt Splice (Material and Labor):	5"	0	\$ 35.00	\$ -	\$ 40.00	\$ -	\$ 45.00	\$ -				
	Fusion Butt Splice (Material and Labor):	6"	0	\$ 35.00	\$ -	\$ 40.00	\$ -	\$ 45.00	\$ -				
	90° Bends (Material Only, Steel)	2" - 18" Sweep	12	\$ 45.00	\$ 540.00	\$ 47.00	\$ 564.00	\$ 48.00	\$ 576.00				
	90° Bends (Material Only, PVC)	2" - 18" Sweep	2	\$ 11.00	\$ 22.00	\$ 12.00	\$ 24.00	\$ 12.90	\$ 25.80				
	90° Bends (Installation Only)	2" - 18" Sweep	14	\$ 42.00	\$ 588.00	\$ 44.00	\$ 616.00	\$ 46.00	\$ 644.00				
	90° Bends (Material Only, Steel)	2" - 24" Sweep	0	\$ 54.00	\$ -	\$ 56.00	\$ -	\$ 58.00	\$ -				
	90° Bends (Material Only, PVC)	2" - 24" Sweep	3.5	\$ 11.00	\$ 38.50	\$ 12.00	\$ 42.00	\$ 12.90	\$ 45.15				
	90° Bends (Installation Only)	2" - 24" Sweep	4.5	\$ 42.00	\$ 147.00	\$ 44.00	\$ 154.00	\$ 46.00	\$ 161.00				
	10' Steel Conduit w/coupling (Material Only)	2"	10.5	\$ 67.00	\$ 703.50	\$ 68.50	\$ 719.25	\$ 70.00	\$ 735.00				
	10' Steel Conduit w/coupling (Installation Only)	2"	11	\$ 38.00	\$ 418.00	\$ 39.00	\$ 429.00	\$ 41.00	\$ 451.00				
	10' PVC Conduit w/coupling (Material Only)	2"	2.5	\$ 25.00	\$ 62.50	\$ 26.00	\$ 65.00	\$ 27.00	\$ 67.50				
	10' PVC Conduit w/coupling (Installation Only)	2"	3	\$ 37.00	\$ 111.00	\$ 38.00	\$ 114.00	\$ 40.00	\$ 120.00				
	90° Bends (Material Only, Steel)	4" - 24" Sweep	2.5	\$ 120.00	\$ 300.00	\$ 130.00	\$ 325.00	\$ 140.00	\$ 350.00				
	90° Bends (Material Only, PVC)	4" - 24" Sweep	62.5	\$ 30.00	\$ 1,875.00	\$ 32.00	\$ 2,000.00	\$ 34.00	\$ 2,125.00				
	90° Bends (Installation Only)	4" - 24" Sweep	65.5	\$ 44.00	\$ 2,882.00	\$ 46.00	\$ 3,013.00	\$ 48.00	\$ 3,144.00				
	90° Bends (Material Only, Steel)	4" - 36" Sweep	5	\$ 140.00	\$ 700.00	\$ 145.00	\$ 725.00	\$ 150.00	\$ 750.00				
	90° Bends (Material Only, PVC)	4" - 36" Sweep	10.5	\$ 45.00	\$ 472.50	\$ 47.50	\$ 498.75	\$ 50.00	\$ 525.00				
	90° Bends (Installation Only)	4" - 36" Sweep	15	\$ 70.00	\$ 1,050.00	\$ 72.50	\$ 1,087.50	\$ 75.00	\$ 1,125.00				
	10' Steel Conduit w/coupling (Material Only)	4"	10	\$ 190.00	\$ 1,900.00	\$ 195.00	\$ 1,950.00	\$ 200.00	\$ 2,000.00				
	10' Steel Conduit w/coupling (Installation Only)	4"	10.5	\$ 40.00	\$ 420.00	\$ 42.50	\$ 446.25	\$ 45.00	\$ 472.50				
	10' PVC Conduit w/coupling (Material Only)	4"	17.5	\$ 60.00	\$ 1,050.00	\$ 70.00	\$ 1,225.00	\$ 80.00	\$ 1,400.00				
	10' PVC Conduit w/coupling (Installation Only)	4"	16.5	\$ 35.00	\$ 577.50	\$ 37.50	\$ 618.75	\$ 40.00	\$ 660.00				
	90° Bends (Material Only, Steel)	5" - 36" Sweep	0	\$ 390.00	\$ -	\$ 410.00	\$ -	\$ 430.00	\$ -				
	90° Bends (Material Only, PVC)	5" - 36" Sweep	0	\$ 70.00	\$ -	\$ 75.00	\$ -	\$ 80.00	\$ -				
	90° Bends (Installation Only)	5" - 36" Sweep	0	\$ 75.00	\$ -	\$ 76.00	\$ -	\$ 77.00	\$ -				
	90° Bends (Material Only, Steel)	5" - 48" Sweep	0	\$ 430.00	\$ -	\$ 440.00	\$ -	\$ 450.00	\$ -				
	90° Bends (Material Only, PVC)	5" - 48" Sweep	0	\$ 85.00	\$ -	\$ 90.00	\$ -	\$ 95.00	\$ -				
	90° Bends (Installation Only)	5" - 48" Sweep	0	\$ 80.00	\$ -	\$ 90.00	\$ -	\$ 100.00	\$ -				
	10' Steel Conduit w/coupling (Material Only)	5"	0	\$ 300.00	\$ -	\$ 310.00	\$ -	\$ 320.00	\$ -				
	10' Steel Conduit w/coupling (Installation Only)	5"	0	\$ 45.00	\$ -	\$ 50.00	\$ -	\$ 55.00	\$ -				
	10' PVC Conduit w/coupling (Material Only)	5"	0	\$ 80.00	\$ -	\$ 85.00	\$ -	\$ 90.00	\$ -				
	10' PVC Conduit w/coupling (Installation Only)	5"	0	\$ 45.00	\$ -	\$ 50.00	\$ -	\$ 55.00	\$ -				
	90° Bends (Material Only, Steel)	6" - 48" Sweep	0	\$ 390.00	\$ -	\$ 400.00	\$ -	\$ 410.00	\$ -				
	90° Bends (Material Only, PVC)	6" - 48" Sweep	0	\$ 120.00	\$ -	\$ 125.00	\$ -	\$ 130.00	\$ -				
	90° Bends (Installation Only)	6" - 48" Sweep	0	\$ 100.00	\$ -	\$ 105.00	\$ -	\$ 110.00	\$ -				
	90° Bends (Material Only, Steel)	6" - 60" Sweep	0	\$ 550.00	\$ -	\$ 560.00	\$ -	\$ 570.00	\$ -				
	90° Bends (Material Only, PVC)	6" - 60" Sweep	0	\$ 160.00	\$ -	\$ 170.00	\$ -	\$ 180.00	\$ -				
	90° Bends (Installation Only)	6" - 60" Sweep	0	\$ 120.00	\$ -	\$ 125.00	\$ -	\$ 130.00	\$ -				
	10' Steel Conduit w/coupling (Material Only)	6"	0	\$ 390.00	\$ -	\$ 410.00	\$ -	\$ 420.00	\$ -				
	10' Steel Conduit w/coupling (Installation Only)	6"	0	\$ 50.00	\$ -	\$ 55.00	\$ -	\$ 60.00	\$ -				
	10' PVC Conduit w/coupling (Material Only)	6"	0	\$ 100.00	\$ -	\$ 110.00	\$ -	\$ 120.00	\$ -				
	10' PVC Conduit w/coupling (Installation Only)	6"	0	\$ 50.00	\$ -	\$ 55.00	\$ -	\$ 60.00	\$ -				
	Color Coded (Markup for red color or striped conduits)	2"	983.5	\$ 0.10	\$ 98.35	\$ 0.20	\$ 196.70	\$ 0.30	\$ 295.05				
	Color Coded (Markup for red color or striped conduits)	4"	0	\$ 0.10	\$ -	\$ 0.20	\$ -	\$ 0.30	\$ -				
	Color Coded (Markup for red color or striped conduits)	5"	0	\$ 0.10	\$ -	\$ 0.20	\$ -	\$ 0.30	\$ -				
	Color Coded (Markup for red color or striped conduits)	6"	0	\$ 0.10	\$ -	\$ 0.20	\$ -	\$ 0.30	\$ -				
	Hourly Labor Rates:	Foreman	119.5	\$ 104.00	\$ 12,428.00	\$ 108.00	\$ 12,906.00	\$ 112.00	\$ 13,384.00				
	Hourly Labor Rates:	Laborer	301	\$ 84.00	\$ 25,284.00	\$ 86.00	\$ 25,886.00	\$ 88.00	\$ 26,488.00				
	Hourly Equipment Rates:	Pickup Truck	147.75	\$ 50.00	\$ 7,387.50	\$ 52.50	\$ 7,756.88	\$ 55.00	\$ 8,126.25				
	Hourly Equipment Rates:	Dump Truck	10	\$ 78.00	\$ 780.00								

EXHIBIT 2 - BIAGI PLUMBING

RFB#016-009 - Directional Boring		6/1/2016 to 5/31/17								6/1/2017 to 5/31/18		6/1/2018 to 5/31/19	
Vendor	BIAGI PLUMBING	EVALUATION QUANTITIES	UNIT PRICE "E"	PRICE "E" TOTAL	UNIT PRICE "F"	PRICE "F" TOTAL	UNIT PRICE "G"	PRICE "G" TOTAL					
Start or End Pit:	For 2" conduit	155	\$ 55.00	\$ 8,525.00	\$ 57.00	\$ 8,835.00	\$ 59.00	\$ 9,145.00					
Start or End Pit:	For 4" conduit	116.5	\$ 55.00	\$ 6,407.50	\$ 57.00	\$ 6,640.50	\$ 59.00	\$ 6,873.50					
Start or End Pit:	For 5" conduit	0	\$ 55.00	\$ -	\$ 57.00	\$ -	\$ 59.00	\$ -					
Start or End Pit:	For 6" conduit	0	\$ 55.00	\$ -	\$ 57.00	\$ -	\$ 59.00	\$ -					
Test Holes In:	Concrete	1	\$ 450.00	\$ 450.00	\$ 462.50	\$ 462.50	\$ 475.00	\$ 475.00					
Test Holes In:	Asphalt	10	\$ 400.00	\$ 4,000.00	\$ 410.00	\$ 4,100.00	\$ 420.00	\$ 4,200.00					
Test Holes In:	Parkway	202	\$ 100.00	\$ 20,200.00	\$ 110.00	\$ 22,220.00	\$ 120.00	\$ 24,240.00					
Excavation for:	Xfmr Pad 5'X5'X30"	0.5	\$ 200.00	\$ 100.00	\$ 205.00	\$ 102.50	\$ 210.00	\$ 105.00					
Excavation for:	Xfmr Pad 8'X8'X20"	0	\$ 250.00	\$ -	\$ 255.00	\$ -	\$ 260.00	\$ -					
Excavation for and Installation of:	Xfmr Pad 5'X5'X20"	12	\$ 400.00	\$ 4,800.00	\$ 410.00	\$ 4,920.00	\$ 420.00	\$ 5,040.00					
Excavation for and Installation of:	Xfmr Pad 8'X8'X20"	1	\$ 450.00	\$ 450.00	\$ 460.00	\$ 460.00	\$ 470.00	\$ 470.00					
Excavation for:	Splice Box 28"X40"X30"	3	\$ 110.00	\$ 330.00	\$ 115.00	\$ 345.00	\$ 120.00	\$ 360.00					
Excavation for:	Splice Box 40"X50"X22"	1.5	\$ 170.00	\$ 255.00	\$ 175.00	\$ 262.50	\$ 180.00	\$ 270.00					
Excavation for and Installation of:	Splice Box 28"X40"X30"	21.5	\$ 500.00	\$ 10,750.00	\$ 510.00	\$ 10,965.00	\$ 520.00	\$ 11,180.00					
Excavation for and Installation of:	Splice Box 40"X50"X22"	3	\$ 550.00	\$ 1,650.00	\$ 560.00	\$ 1,680.00	\$ 575.00	\$ 1,725.00					
Conduit/ft. (Material and Installation)	1 1/2" (Orange) w/ pull line	14416.5	\$ 1.10	\$ 15,858.15	\$ 1.30	\$ 18,741.45	\$ 1.50	\$ 21,624.75					
Conduit/ft. (Material and Installation)	2"	7963.5	\$ 2.50	\$ 19,908.75	\$ 2.70	\$ 21,501.45	\$ 2.90	\$ 23,094.15					
Conduit/ft. (Material and Installation)	4"	6315.5	\$ 3.85	\$ 24,314.68	\$ 4.05	\$ 25,577.78	\$ 4.20	\$ 26,525.10					
Conduit/ft. (Material and Installation)	5"	50	\$ 5.95	\$ 297.50	\$ 6.50	\$ 325.00	\$ 6.45	\$ 322.50					
Conduit/ft. (Material and Installation)	6"	0	\$ 8.25	\$ -	\$ 8.60	\$ -	\$ 8.95	\$ -					
Bore/Ream Size/ft.	3"	70	\$ 9.00	\$ 630.00	\$ 9.50	\$ 665.00	\$ 10.00	\$ 700.00					
Bore/Ream Size/ft.	4"	3127	\$ 10.60	\$ 33,146.20	\$ 11.00	\$ 34,397.00	\$ 11.50	\$ 35,960.50					
Bore/Ream Size/ft.	6"	5421.5	\$ 12.50	\$ 67,768.75	\$ 13.00	\$ 70,479.50	\$ 13.50	\$ 73,190.25					
Bore/Ream Size/ft.	8"	4493	\$ 15.95	\$ 71,663.35	\$ 16.50	\$ 74,134.50	\$ 17.10	\$ 76,830.30					
Bore/Ream Size/ft.	10"	752.5	\$ 23.65	\$ 17,796.63	\$ 24.35	\$ 18,323.38	\$ 25.10	\$ 18,887.75					
Bore/Ream Size/ft.	12"	322	\$ 24.00	\$ 7,728.00	\$ 24.85	\$ 8,001.70	\$ 25.40	\$ 8,178.80					
Bore/Ream Size/ft.	14"	117.5	\$ 26.50	\$ 3,113.75	\$ 27.50	\$ 3,231.25	\$ 28.25	\$ 3,319.38					
Bore/Ream Size/ft.	18"	0	\$ 36.00	\$ -	\$ 37.00	\$ -	\$ 38.00	\$ -					
Tie into Existing Manhole	First Conduit	7.5	\$ 570.00	\$ 4,275.00	\$ 580.00	\$ 4,350.00	\$ 590.00	\$ 4,425.00					
Tie into Existing Manhole	Additional Conduits	6.5	\$ 60.00	\$ 390.00	\$ 65.00	\$ 422.50	\$ 68.00	\$ 442.00					
Tie into Existing Splice Box	First Conduit	32.5	\$ 412.50	\$ 13,406.25	\$ 422.50	\$ 13,731.25	\$ 435.00	\$ 14,137.50					
Tie into Existing Splice Box	Additional Conduits	0.5	\$ 30.00	\$ 15.00	\$ 32.00	\$ 16.00	\$ 34.00	\$ 17.00					
E-Loc Couplings or Approved Equivalent (Material and Labor):	1 1/4"	30	\$ 9.00	\$ 270.00	\$ 10.00	\$ 300.00	\$ 11.00	\$ 330.00					
E-Loc Couplings or Approved Equivalent (Material and Labor):	2"	32	\$ 12.00	\$ 384.00	\$ 13.00	\$ 416.00	\$ 14.25	\$ 456.00					
E-Loc Couplings or Approved Equivalent (Material and Labor):	4"	70	\$ 30.00	\$ 2,100.00	\$ 33.00	\$ 2,310.00	\$ 36.00	\$ 2,520.00					
E-Loc Couplings or Approved Equivalent (Material and Labor):	5"	0	\$ 45.00	\$ -	\$ 48.00	\$ -	\$ 51.00	\$ -					
E-Loc Couplings or Approved Equivalent (Material and Labor):	6"	0	\$ 55.00	\$ -	\$ 58.00	\$ -	\$ 62.50	\$ -					
Fusion Butt Splice (Material and Labor):	2"	0	\$ 30.00	\$ -	\$ 32.00	\$ -	\$ 34.00	\$ -					
Fusion Butt Splice (Material and Labor):	4"	0	\$ 30.00	\$ -	\$ 32.00	\$ -	\$ 34.00	\$ -					
Fusion Butt Splice (Material and Labor):	5"	0	\$ 30.00	\$ -	\$ 32.00	\$ -	\$ 34.00	\$ -					
Fusion Butt Splice (Material and Labor):	6"	0	\$ 32.00	\$ -	\$ 34.00	\$ -	\$ 36.00	\$ -					
90° Bends (Material Only, Steel)	2" - 18" Sweep	12	\$ 51.00	\$ 612.00	\$ 52.00	\$ 624.00	\$ 53.00	\$ 636.00					
90° Bends (Material Only, PVC)	2" - 18" Sweep	2	\$ 16.00	\$ 32.00	\$ 18.00	\$ 36.00	\$ 20.00	\$ 40.00					
90° Bends (Installation Only)	2" - 18" Sweep	14	\$ 46.00	\$ 644.00	\$ 47.50	\$ 665.00	\$ 48.00	\$ 672.00					
90° Bends (Material Only, Steel)	2" - 24" Sweep	0	\$ 62.00	\$ -	\$ 63.50	\$ -	\$ 65.00	\$ -					
90° Bends (Material Only, PVC)	2" - 24" Sweep	3.5	\$ 16.00	\$ 56.00	\$ 18.00	\$ 63.00	\$ 20.00	\$ 70.00					
90° Bends (Installation Only)	2" - 24" Sweep	3.5	\$ 48.00	\$ 168.00	\$ 50.00	\$ 175.00	\$ 52.00	\$ 182.00					
10' Steel Conduit w/coupling (Material Only)	2"	10.5	\$ 50.00	\$ 525.00	\$ 54.00	\$ 567.00	\$ 56.00	\$ 588.00					
10' Steel Conduit w/coupling (Installation Only)	2"	11	\$ 35.00	\$ 385.00	\$ 37.00	\$ 407.00	\$ 39.00	\$ 429.00					
10' PVC Conduit w/coupling (Material Only)	2"	2.5	\$ 10.00	\$ 25.00	\$ 12.00	\$ 30.00	\$ 14.00	\$ 35.00					
10' PVC Conduit w/coupling (Installation Only)	2"	3	\$ 20.00	\$ 60.00	\$ 22.00	\$ 66.00	\$ 24.00	\$ 72.00					
90° Bends (Material Only, Steel)	4" - 24" Sweep	2.5	\$ 156.00	\$ 390.00	\$ 160.00	\$ 400.00	\$ 164.00	\$ 410.00					
90° Bends (Material Only, PVC)	4" - 24" Sweep	62.5	\$ 43.00	\$ 2,687.50	\$ 46.00	\$ 2,875.00	\$ 49.00	\$ 3,062.50					
90° Bends (Installation Only)	4" - 24" Sweep	65.5	\$ 69.00	\$ 4,519.50	\$ 72.00	\$ 4,716.00	\$ 75.00	\$ 4,912.50					
90° Bends (Material Only, Steel)	4" - 36" Sweep	5	\$ 205.00	\$ 1,025.00	\$ 210.00	\$ 1,050.00	\$ 215.00	\$ 1,075.00					
90° Bends (Material Only, PVC)	4" - 36" Sweep	10.5	\$ 60.00	\$ 630.00	\$ 64.00	\$ 672.00	\$ 68.00	\$ 714.00					
90° Bends (Installation Only)	4" - 36" Sweep	15	\$ 69.00	\$ 1,035.00	\$ 72.00	\$ 1,080.00	\$ 75.00	\$ 1,125.00					
10' Steel Conduit w/coupling (Material Only)	4"	10	\$ 150.00	\$ 1,500.00	\$ 160.00	\$ 1,600.00	\$ 170.00	\$ 1,700.00					
10' Steel Conduit w/coupling (Installation Only)	4"	10.5	\$ 40.00	\$ 420.00	\$ 45.00	\$ 472.50	\$ 50.00	\$ 525.00					
10' PVC Conduit w/coupling (Material Only)	4"	17.5	\$ 20.00	\$ 350.00	\$ 24.00	\$ 420.00	\$ 27.50	\$ 481.25					
10' PVC Conduit w/coupling (Installation Only)	4"	16.5	\$ 30.00	\$ 495.00	\$ 32.00	\$ 528.00	\$ 34.00	\$ 561.00					
90° Bends (Material Only, Steel)	5" - 36" Sweep	0	\$ 395.00	\$ -	\$ 405.00	\$ -	\$ 415.00	\$ -					
90° Bends (Material Only, PVC)	5" - 36" Sweep	0	\$ 70.00	\$ -	\$ 74.00	\$ -	\$ 78.00	\$ -					
90° Bends (Installation Only)	5" - 36" Sweep	0	\$ 80.00	\$ -	\$ 84.00	\$ -	\$ 88.00	\$ -					
90° Bends (Material Only, Steel)	5" - 48" Sweep	0	\$ 490.00	\$ -	\$ 502.50	\$ -	\$ 515.00	\$ -					
90° Bends (Material Only, PVC)	5" - 48" Sweep	0	\$ 115.00	\$ -	\$ 120.00	\$ -	\$ 125.00	\$ -					
90° Bends (Installation Only)	5" - 48" Sweep	0	\$ 90.00	\$ -	\$ 95.00	\$ -	\$ 99.00	\$ -					
10' Steel Conduit w/coupling (Material Only)	5"	0	\$ 275.00	\$ -	\$ 285.00	\$ -	\$ 295.00	\$ -					
10' Steel Conduit w/coupling (Installation Only)	5"	0	\$ 40.00	\$ -	\$ 45.00	\$ -	\$ 50.00	\$ -					
10' PVC Conduit w/coupling (Material Only)	5"	0	\$ 30.00	\$ -	\$ 35.00	\$ -	\$ 40.00	\$ -					
10' PVC Conduit w/coupling (Installation Only)	5"	0	\$ 30.00	\$ -	\$ 32.00	\$ -	\$ 34.00	\$ -					
90° Bends (Material Only, Steel)	6" - 48" Sweep	0	\$ 500.00	\$ -	\$ 515.00	\$ -	\$ 530.00	\$ -					
90° Bends (Material Only, PVC)	6" - 48" Sweep	0	\$ 140.00	\$ -	\$ 145.00	\$ -	\$ 150.00	\$ -					
90° Bends (Installation Only)	6" - 48" Sweep	0	\$ 110.00	\$ -	\$ 115.00	\$ -	\$ 120.00	\$ -					
90° Bends (Material Only, Steel)	6" - 60" Sweep	0	\$ 725.00	\$ -	\$ 745.00	\$ -	\$ 765.00	\$ -					
90° Bends (Material Only, PVC)	6" - 60" Sweep	0	\$ 330.00	\$ -	\$ 340.00	\$ -	\$ 350.00	\$ -					
90° Bends (Installation Only)	6" - 60" Sweep	0	\$ 110.00	\$ -	\$ 115.00	\$ -	\$ 120.00	\$ -					
10' Steel Conduit w/coupling (Material Only)	6"	0	\$ 350.00	\$ -	\$ 375.00	\$ -	\$ 390.00	\$ -					
10' Steel Conduit w/coupling (Installation Only)	6"	0	\$ 40.00	\$ -	\$ 45.00	\$ -	\$ 50.00	\$ -					
10' PVC Conduit w/coupling (Material Only)	6"	0	\$ 50.00	\$ -	\$ 55.00	\$ -	\$ 60.00	\$ -					
10' PVC Conduit w/coupling (Installation Only)	6"	0	\$ 30.00	\$ -	\$ 32.00	\$ -	\$ 34.00	\$ -					
Color Coded (Markup for red color or striped conduits)	2"	983.5	\$ 0.05	\$ 49.18	\$ 0.06	\$ 59.01	\$ 0.06	\$ 59.01					
Color Coded (Markup for red color or striped conduits)	4"	0	\$ 0.05	\$ -	\$ 0.06	\$ -	\$ 0.07	\$ -					
Color Coded (Markup for red color or striped conduits)	5"	0	\$ 0.05	\$ -	\$ 0.06	\$ -	\$ 0.07	\$ -					
Color Coded (Markup for red color or striped conduits)	6"	0	\$ 0.05	\$ -	\$ 0.06	\$ -	\$ 0.07	\$ -					
Hourly Labor Rates:	Foreman	119.5	\$ 110.00	\$ 13,145.00	\$ 115.00	\$ 13,742.50	\$ 118.00	\$ 14,101.00					
Hourly Labor Rates:	Laborer	301	\$ 88.50	\$ 26,638.50	\$ 93.00	\$ 27,993.00	\$ 95.00	\$ 28,595.00					
Hourly Equipment Rates:	Pickup Truck	147.75	\$ 10.00	\$ 1,477.50	\$ 15.00	\$ 2,216.25	\$ 18.00	\$ 2,659.50					
Hourly Equipment Rates:	Dump Truck	10	\$ 45.00	\$ 450.00	\$ 50.00	\$ 500.00	\$ 55.00	\$ 550.00					
Hourly Equipment Rates:	Mini Excavator w/trailer	71.75	\$ 25.00	\$ 1,793.75	\$ 30.00	\$ 2,152.50	\$ 35.00	\$ 2,511.25					
Hourly Equipment Rates:	Air Compressor	0	\$ 5.00	\$ -	\$ 5.00	\$ -	\$ 5.00	\$ -					
Traffic Ballards	Install 4" steel pipe filled with concrete	1	\$ 450.00	\$ 450.00	\$ 460.00	\$ 460.00	\$ 470.00	\$ 470.00					

EXHIBIT 3 - UTILITY DYNAMICS

RFB# 016-009 - Directional Boring		6/1/2016 to 5/31/17								6/1/2017 to 5/31/18		6/1/2018 to 5/31/19	
Vendor	Utility Dynamics	EVALUATION QUANTITIES	UNIT PRICE "E"	PRICE "E" TOTAL	UNIT PRICE "F"	PRICE "F" TOTAL	UNIT PRICE "G"	PRICE "G" TOTAL					
Work Process:				456,396.60		503,086.75		561,153.50					
Start or End Pit:	For 2" conduit	155	\$ 70.00	\$ 10,850.00	\$ 75.00	\$ 11,625.00	\$ 80.00	\$ 12,400.00					
Start or End Pit:	For 4" conduit	116.5	\$ 70.00	\$ 8,155.00	\$ 75.00	\$ 8,737.50	\$ 80.00	\$ 9,320.00					
Start or End Pit:	For 5" conduit	0	\$ 70.00	\$ -	\$ 75.00	\$ -	\$ 80.00	\$ -					
Start or End Pit:	For 6" conduit	0	\$ 70.00	\$ -	\$ 75.00	\$ -	\$ 80.00	\$ -					
Test Holes In:	Concrete	1	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00					
Test Holes In:	Asphalt	10	\$ 450.00	\$ 4,500.00	\$ 500.00	\$ 5,000.00	\$ 550.00	\$ 5,500.00					
Test Holes In:	Parkway	202	\$ 120.00	\$ 24,240.00	\$ 130.00	\$ 26,260.00	\$ 140.00	\$ 28,280.00					
Excavation for:	Xfmr Pad 5'X5'X20"	0.5	\$ 200.00	\$ 100.00	\$ 210.00	\$ 105.00	\$ 225.00	\$ 112.50					
Excavation for:	Xfmr Pad 8'X8'X20"	0	\$ 300.00	\$ -	\$ 315.00	\$ -	\$ 330.00	\$ -					
Excavation for and Installation of:	Xfmr Pad 5'X5'X20"	12	\$ 800.00	\$ 9,600.00	\$ 850.00	\$ 10,200.00	\$ 925.00	\$ 11,100.00					
Excavation for and Installation of:	Xfmr Pad 8'X8'X20"	1	\$ 900.00	\$ 900.00	\$ 950.00	\$ 950.00	\$ 1,025.00	\$ 1,025.00					
Excavation for:	Splice Box 28"X40"X30"	3	\$ 200.00	\$ 600.00	\$ 210.00	\$ 630.00	\$ 225.00	\$ 675.00					
Excavation for:	Splice Box 40"X50"X22"	1.5	\$ 300.00	\$ 450.00	\$ 315.00	\$ 472.50	\$ 330.00	\$ 495.00					
Excavation for and Installation of:	Splice Box 28"X40"X30"	21.5	\$ 620.00	\$ 13,330.00	\$ 650.00	\$ 13,975.00	\$ 690.00	\$ 14,835.00					
Excavation for and Installation of:	Splice Box 40"X50"X22"	3	\$ 700.00	\$ 2,100.00	\$ 725.00	\$ 2,175.00	\$ 760.00	\$ 2,280.00					
Conduit/ft. (Material and Installation)	1 1/2" (Orange) w/ pull line	14416.5	\$ 1.50	\$ 21,624.75	\$ 1.60	\$ 23,066.40	\$ 1.75	\$ 25,228.88					
Conduit/ft. (Material and Installation)	2"	7963.5	\$ 2.00	\$ 15,927.00	\$ 2.20	\$ 17,519.70	\$ 2.40	\$ 19,112.40					
Conduit/ft. (Material and Installation)	4"	6315.5	\$ 5.00	\$ 31,577.50	\$ 5.25	\$ 33,156.38	\$ 5.55	\$ 35,051.03					
Conduit/ft. (Material and Installation)	5"	50	\$ 7.00	\$ 350.00	\$ 7.50	\$ 375.00	\$ 8.10	\$ 405.00					
Conduit/ft. (Material and Installation)	6"	0	\$ 9.00	\$ -	\$ 9.50	\$ -	\$ 10.10	\$ -					
Bore/Ream Size/ft.	3"	70	\$ 11.00	\$ 770.00	\$ 12.00	\$ 840.00	\$ 14.00	\$ 980.00					
Bore/Ream Size/ft.	4"	3127	\$ 11.00	\$ 34,397.00	\$ 12.00	\$ 37,524.00	\$ 14.00	\$ 43,778.00					
Bore/Ream Size/ft.	6"	5421.5	\$ 14.00	\$ 75,901.00	\$ 16.00	\$ 86,744.00	\$ 18.00	\$ 97,587.00					
Bore/Ream Size/ft.	8"	4493	\$ 17.00	\$ 76,381.00	\$ 19.00	\$ 85,367.00	\$ 22.00	\$ 98,846.00					
Bore/Ream Size/ft.	10"	752.5	\$ 19.00	\$ 14,297.50	\$ 22.00	\$ 16,555.00	\$ 25.00	\$ 18,812.50					
Bore/Ream Size/ft.	12"	322	\$ 22.00	\$ 7,084.00	\$ 26.00	\$ 8,372.00	\$ 30.00	\$ 9,660.00					
Bore/Ream Size/ft.	14"	117.5	\$ 27.00	\$ 3,172.50	\$ 29.00	\$ 3,407.50	\$ 33.00	\$ 3,877.50					
Bore/Ream Size/ft.	18"	0	\$ 40.00	\$ -	\$ 45.00	\$ -	\$ 52.00	\$ -					
Tie into Existing Manhole	First Conduit	7.5	\$ 600.00	\$ 4,500.00	\$ 640.00	\$ 4,800.00	\$ 690.00	\$ 5,175.00					
Tie into Existing Manhole	Additional Conduits	6.5	\$ 120.00	\$ 780.00	\$ 130.00	\$ 845.00	\$ 145.00	\$ 942.50					
Tie into Existing Splice Box	First Conduit	32.5	\$ 440.00	\$ 14,300.00	\$ 470.00	\$ 15,275.00	\$ 510.00	\$ 16,575.00					
Tie into Existing Splice Box	Additional Conduits	0.5	\$ 40.00	\$ 20.00	\$ 44.00	\$ 22.00	\$ 50.00	\$ 25.00					
E-Loc Couplings or Approved Equivalent (Material and Labor):	1 1/4"	30	\$ 10.00	\$ 300.00	\$ 11.00	\$ 330.00	\$ 13.00	\$ 390.00					
E-Loc Couplings or Approved Equivalent (Material and Labor):	2"	32	\$ 14.00	\$ 448.00	\$ 16.00	\$ 512.00	\$ 19.00	\$ 608.00					
E-Loc Couplings or Approved Equivalent (Material and Labor):	4"	70	\$ 30.00	\$ 2,100.00	\$ 33.00	\$ 2,310.00	\$ 37.00	\$ 2,590.00					
E-Loc Couplings or Approved Equivalent (Material and Labor):	5"	0	\$ 45.00	\$ -	\$ 50.00	\$ -	\$ 57.00	\$ -					
E-Loc Couplings or Approved Equivalent (Material and Labor):	6"	0	\$ 50.00	\$ -	\$ 55.00	\$ -	\$ 62.00	\$ -					
Fusion Butt Splice (Material and Labor):	2"	0	\$ 40.00	\$ -	\$ 50.00	\$ -	\$ 62.00	\$ -					
Fusion Butt Splice (Material and Labor):	4"	0	\$ 45.00	\$ -	\$ 55.00	\$ -	\$ 70.00	\$ -					
Fusion Butt Splice (Material and Labor):	5"	0	\$ 50.00	\$ -	\$ 62.00	\$ -	\$ 74.00	\$ -					
Fusion Butt Splice (Material and Labor):	6"	0	\$ 60.00	\$ -	\$ 70.00	\$ -	\$ 84.00	\$ -					
90° Bends (Material Only, Steel)	2" - 18" Sweep	12	\$ 50.00	\$ 600.00	\$ 55.00	\$ 660.00	\$ 60.00	\$ 720.00					
90° Bends (Material Only, PVC)	2" - 18" Sweep	2	\$ 16.00	\$ 32.00	\$ 18.00	\$ 36.00	\$ 20.00	\$ 40.00					
90° Bends (Installation Only)	2" - 18" Sweep	14	\$ 50.00	\$ 700.00	\$ 55.00	\$ 770.00	\$ 60.00	\$ 840.00					
90° Bends (Material Only, Steel)	2" - 24" Sweep	0	\$ 60.00	\$ -	\$ 65.00	\$ -	\$ 70.00	\$ -					
90° Bends (Material Only, PVC)	2" - 24" Sweep	3.5	\$ 16.00	\$ 56.00	\$ 18.00	\$ 63.00	\$ 20.00	\$ 70.00					
90° Bends (Installation Only)	2" - 24" Sweep	3.5	\$ 60.00	\$ 210.00	\$ 65.00	\$ 227.50	\$ 70.00	\$ 245.00					
10' Steel Conduit w/coupling (Material Only)	2"	10.5	\$ 75.00	\$ 787.50	\$ 82.00	\$ 861.00	\$ 90.00	\$ 945.00					
10' Steel Conduit w/coupling (Installation Only)	2"	11	\$ 40.00	\$ 440.00	\$ 43.00	\$ 473.00	\$ 47.00	\$ 517.00					
10' PVC Conduit w/coupling (Material Only)	2"	2.5	\$ 75.00	\$ 187.50	\$ 80.00	\$ 200.00	\$ 88.00	\$ 220.00					
10' PVC Conduit w/coupling (Installation Only)	2"	3	\$ 40.00	\$ 120.00	\$ 43.00	\$ 129.00	\$ 48.00	\$ 144.00					
90° Bends (Material Only, Steel)	4" - 24" Sweep	2.5	\$ 150.00	\$ 375.00	\$ 160.00	\$ 400.00	\$ 175.00	\$ 437.50					
90° Bends (Material Only, PVC)	4" - 24" Sweep	62.5	\$ 35.00	\$ 2,187.50	\$ 39.00	\$ 2,437.50	\$ 44.00	\$ 2,750.00					
90° Bends (Installation Only)	4" - 24" Sweep	65.5	\$ 75.00	\$ 4,912.50	\$ 80.00	\$ 5,240.00	\$ 87.00	\$ 5,698.50					
90° Bends (Material Only, Steel)	4" - 36" Sweep	5	\$ 200.00	\$ 1,000.00	\$ 215.00	\$ 1,075.00	\$ 230.00	\$ 1,150.00					
90° Bends (Material Only, PVC)	4" - 36" Sweep	10.5	\$ 50.00	\$ 525.00	\$ 55.00	\$ 577.50	\$ 60.00	\$ 630.00					
90° Bends (Installation Only)	4" - 36" Sweep	15	\$ 75.00	\$ 1,125.00	\$ 82.00	\$ 1,230.00	\$ 90.00	\$ 1,350.00					
10' Steel Conduit w/coupling (Material Only)	4"	10	\$ 210.00	\$ 2,100.00	\$ 225.00	\$ 2,250.00	\$ 245.00	\$ 2,450.00					
10' Steel Conduit w/coupling (Installation Only)	4"	10.5	\$ 200.00	\$ 2,100.00	\$ 235.00	\$ 2,467.50	\$ 252.00	\$ 2,646.00					
10' PVC Conduit w/coupling (Material Only)	4"	17.5	\$ 200.00	\$ 3,500.00	\$ 235.00	\$ 4,112.50	\$ 252.00	\$ 4,410.00					
10' PVC Conduit w/coupling (Installation Only)	4"	16.5	\$ 50.00	\$ 825.00	\$ 55.00	\$ 907.50	\$ 60.00	\$ 990.00					
90° Bends (Material Only, Steel)	5" - 36" Sweep	0	\$ 400.00	\$ -	\$ 440.00	\$ -	\$ 480.00	\$ -					
90° Bends (Material Only, PVC)	5" - 36" Sweep	0	\$ 75.00	\$ -	\$ 80.00	\$ -	\$ 88.00	\$ -					
90° Bends (Installation Only)	5" - 36" Sweep	0	\$ 85.00	\$ -	\$ 92.00	\$ -	\$ 100.00	\$ -					
90° Bends (Material Only, Steel)	5" - 48" Sweep	0	\$ 450.00	\$ -	\$ 490.00	\$ -	\$ 540.00	\$ -					
90° Bends (Material Only, PVC)	5" - 48" Sweep	0	\$ 100.00	\$ -	\$ 110.00	\$ -	\$ 120.00	\$ -					
90° Bends (Installation Only)	5" - 48" Sweep	0	\$ 100.00	\$ -	\$ 110.00	\$ -	\$ 120.00	\$ -					
10' Steel Conduit w/coupling (Material Only)	5"	0	\$ 400.00	\$ -	\$ 435.00	\$ -	\$ 475.00	\$ -					
10' Steel Conduit w/coupling (Installation Only)	5"	0	\$ 200.00	\$ -	\$ 215.00	\$ -	\$ 230.00	\$ -					
10' PVC Conduit w/coupling (Material Only)	5"	0	\$ 200.00	\$ -	\$ 215.00	\$ -	\$ 230.00	\$ -					
10' PVC Conduit w/coupling (Installation Only)	5"	0	\$ 200.00	\$ -	\$ 215.00	\$ -	\$ 230.00	\$ -					
90° Bends (Material Only, Steel)	6" - 48" Sweep	0	\$ 500.00	\$ -	\$ 540.00	\$ -	\$ 590.00	\$ -					
90° Bends (Material Only, PVC)	6" - 48" Sweep	0	\$ 120.00	\$ -	\$ 130.00	\$ -	\$ 142.00	\$ -					
90° Bends (Installation Only)	6" - 48" Sweep	0	\$ 110.00	\$ -	\$ 120.00	\$ -	\$ 130.00	\$ -					
90° Bends (Material Only, Steel)	6" - 60" Sweep	0	\$ 600.00	\$ -	\$ 640.00	\$ -	\$ 690.00	\$ -					
90° Bends (Material Only, PVC)	6" - 60" Sweep	0	\$ 200.00	\$ -	\$ 215.00	\$ -	\$ 235.00	\$ -					
90° Bends (Installation Only)	6" - 60" Sweep	0	\$ 120.00	\$ -	\$ 130.00	\$ -	\$ 142.00	\$ -					
10' Steel Conduit w/coupling (Material Only)	6"	0	\$ 400.00	\$ -	\$ 435.00	\$ -	\$ 475.00	\$ -					
10' Steel Conduit w/coupling (Installation Only)	6"	0	\$ 250.00	\$ -	\$ 270.00	\$ -	\$ 295.00	\$ -					
10' PVC Conduit w/coupling (Material Only)	6"	0	\$ 300.00	\$ -	\$ 325.00	\$ -	\$ 355.00	\$ -					
10' PVC Conduit w/coupling (Installation Only)	6"	0	\$ 200.00	\$ -	\$ 215.00	\$ -	\$ 235.00	\$ -					
Color Coded (Markup for red color or striped conduits)	2"	983.5	\$ 0.10	\$ 98.35	\$ 0.15	\$ 147.53	\$ 0.20	\$ 196.70					
Color Coded (Markup for red color or striped conduits)	4"	0	\$ 0.10	\$ -	\$ 0.15	\$ -	\$ 0.20	\$ -					
Color Coded (Markup for red color or striped conduits)	5"	0	\$ 0.10	\$ -	\$ 0.15	\$ -	\$ 0.20	\$ -					
Color Coded (Markup for red color or striped conduits)	6"	0	\$ 0.10	\$ -	\$ 0.15	\$ -	\$ 0.20	\$ -					
Hourly Labor Rates:	Foreman	119.5	\$ 115.00	\$ 13,742.50	\$ 125.00	\$ 14,937.50	\$ 135.00	\$ 16,132.50					
Hourly Labor Rates:	Laborer	301	\$ 90.00	\$ 27,090.00	\$ 100.00	\$ 30,100.00	\$ 115.00	\$ 34,615.00					
Hourly Equipment Rates:	Pickup Truck	147.75	\$ 50.00	\$ 7,387.50	\$ 55.00	\$ 8,126.25	\$ 60.00	\$ 8,865.00					
Hourly Equipment Rates:	Dump Truck	10	\$ 85.00	\$ 850.00	\$ 95.00	\$ 950.00	\$ 100.00	\$ 1,000.00					
Hourly Equipment Rates:	Mini Excavator w/trailer	71.75	\$ 80.00	\$ 5,740.00	\$ 90.00	\$ 6,457.50	\$ 100.00	\$ 7,175.00					
Hourly Equipment Rates:	Air Compressor	0	\$ 45.00	\$ -	\$ 5								

RESOLUTION NO. R-23-2016

**A RESOLUTION APPROVING A CONTRACT WITH
B-MAX, INC., FOR ELECTRIC DISTRIBUTION SYSTEM WORK**

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 has appropriated funds for the procurement of directional boring, equipment pad installation, splice box installation, conduit installation, and related work necessary to maintain and support the Village’s electric distribution system (“*Work*”); and

WHEREAS, the Village requested unit-price bids for performance of the Work as needed at the Village’s direction; and

WHEREAS, the Village received three bids for the Work and opened the bids on April 1, 2016; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that B-Max, Inc. (“*Contractor*”), is the lowest responsible bidder for the Work; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the performance of the Work in an amount not to exceed \$250,000.00 (“*Contract*”); and

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

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract 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 CONTRACT. 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 Contract.

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

[SIGNATURE PAGE FOLLOWS]

April 19, 2016

R-23-2016

ADOPTED this 19th day of April, 2016, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000

Fax: (847) 446-1139

General Email: nmostardo@winnetka.org

REQUEST FOR BIDS:	#016-009	BID ISSUE DATE:	3/3/16
BID DESCRIPTION:	DIRECTIONAL BORING CONTRACT		
BID OPENING DATE:	4/1/16	BID OPENING TIME:	10:00AM
SUBMIT 1 ORIGINAL PACKET PLUS 2 COPIES			

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

Bids must be delivered and time stamped, prior to the public bid opening date and time, to:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, IL 60093
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Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Financial Services Coordinator).			
BUYER:	Giovanni McLean	PHONE:	(847)716-3270
EMAIL:	gmclean@winnetka.org		

FULL NAME OF BIDDER	B - MAX INC.
BID CONTACT PERSON	MARILYN SHEPIT
TELEPHONE NUMBER	815-344-6233

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

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

VILLAGE OF WINNETKA, ILLINOIS

PROJECT INFORMATION

PROJECT NAME:	DIRECTIONAL BORING CONTRACT
USER DEPARTMENT:	WATER & ELECTRIC

EVENT:	LOCATION:	DATE:	TIME:
Pre-Bid Meeting (Mandatory)	Village of Winnetka Yards 1390 Willow Road Winnetka, IL 60093	3/17/16	10:00AM
Deadline for Specification Inquiries and Exception Requests	MUST BE SUBMITTED IN WRITING TO: GMCLEAN@WINNETKA.ORG	3/24/16	5:00PM
Bidder's Response Due and Public Opening	WINNETKA VILLAGE HALL ATTN: FINANCIAL SERVICES COORD. 510 GREEN BAY ROAD WINNETKA, IL 60093	4/1/16	10:00AM

<input checked="" type="checkbox"/>	SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
<input type="checkbox"/>	ORIGINAL BID PACKET
<input type="checkbox"/>	2 COPIES OF BID PACKET
<input type="checkbox"/>	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
<input type="checkbox"/>	REFERENCES
<input type="checkbox"/>	SIGNED AFFIDAVITS CONTAINED IN THIS PROPOSAL DOCUMENT

Description:

The work will consist of, but not necessarily be limited to:

The Village of Winnetka is accepting sealed bids for the Annual Directional Boring Contract. Specifications and any future addenda may be obtained through the Village of Winnetka website at <http://www.villageofwinnetka.org/departments/finance/bid-and-proposal-opportunities/>. No hard copy plans or specifications will be available as part of the bidding process.

Questions regarding the contract and specifications shall be directed to the Assistant Director of Water and Electric, Giovanni McLean, in writing, or by email at gmclean@winnetka.org.

VILLAGE OF WINNETKA, ILLINOIS

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

- 3) **BID REQUIREMENTS:**

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

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

- 4) **ALTERNATE/EQUAL BIDS:**

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

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

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

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

- 5) **COMPETITION INTENDED:**

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

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

6) DEVIATIONS:

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

7) EXCEPTIONS:

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

8) EXAMINATION BY BIDDER:

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

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

9) ELECTRONIC TRANSMITTALS:

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

10) INTERPRETATION OF CONTRACT DOCUMENTS:

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

11) PREPARATION OF BIDS:

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

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

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

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

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

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

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

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

12) SUBMISSION OF BIDS:

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

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

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

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

13) PROPRIETARY INFORMATION:

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

14) CONTRACT AWARD INFORMATION:

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

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

END OF INSTRUCTIONS TO BIDDERS

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GENERAL CONDITIONS

1) ACCURACY DISCLAIMER:

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

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

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

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

3) APPLICABLE CODES AND ORDINANCES:

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

4) CHANGES:

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

5) COMMENCEMENT OF WORK:

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

6) COMMUNICATIONS:

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

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

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

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

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9) DISCIPLINE:

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

10) DRUG FREE WORKPLACE:

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

11) ENDORSEMENTS:

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

12) F.O.B.:

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

13) FORCE MAJEURE:

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

14) HOLDING OF BIDS:

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

15) INDEMNITY:

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

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

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

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

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

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16) LAW GOVERNING:

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

17) LIENS, CLAIMS, AND ENCUMBRANCES:

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

18) MSDS:

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

19) MISCELLANEOUS REQUIREMENTS:

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

20) NON-DISCRIMINATING:

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

21) PATENTS:

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

22) PAYMENT:

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

23) PROTEST:

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

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

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

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24) RESERVATION OF RIGHTS:

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

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

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

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

25) SUBCONTRACTORS:

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

26) TAX:

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

27) TERMINATION, CANCELLATION AND DAMAGES:

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

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

28) TRANSFER OF OWNERSHIP OR ASSIGNMENT:

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

29) VENUE:

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

30) WARRANTY:

Complete warranty information detailing period and coverage must be submitted.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

1) DIRECTOR OF WATER AND ELECTRIC'S RESPONSIBILITY AND AUTHORITY:

All work shall be done under the general supervision of the Village Director of Water and Electric, or designated inspector. The Director of Water and Electric shall decide any and all questions which may arise as to the quality and acceptability of material furnished, Work performed, rate of progress of Work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

2) DIRECTOR OF WATER AND ELECTRIC'S DECISIONS:

All claims of the Contractor, including requests for change orders, whether by addition to or subtraction from the Contract and/or payments thereunder, shall be presented to the Village Director of Water and Electric who shall render a decision in writing within a reasonable time. No such decision shall have any effect unless it be in writing and signed by the Director of Water and Electric.

3) SUSPENSION OF WORK:

The Director of Water and Electric shall have the authority to suspend the Work, wholly or in part, for such periods as the Director of Water and Electric may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the Work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operations without the Director of Water and Electric's permission.

4) INSPECTION OF WORK:

All materials and each part or detail of the Work shall be subject at all times to inspection by the Director Water and Electric or his designated inspector, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, Workmanship, and the diligent execution of the Contract.

5) EXAMINATION OF COMPLETED WORK:

All completed work will be inspected and accepted by the Director of Water and Electric. No completed Work will be covered up without inspection by the Director of Water and Electric or his designated inspector. Any Work so covered up shall be uncovered and restored by the Contractor wholly at their expense. No claim for extra payment will be considered and no extra payment will be made on this account.

6) CHARACTER OF WORKERS:

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or subcontractors or persons employed by subcontractors. All workers must have sufficient knowledge, skill and experience to perform properly the Work assigned to them. Any foreman or worker employed by the Contractor or subcontractor who, in the opinion of the Director of Water and Electric, does not perform the Work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Director of Water and Electric, be discharged immediately and shall not be employed again in any portion of the Work without the approval of the Director of Water and Electric.

7) CLEANING UP:

The Contractor shall remove from the Village's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operations or caused by their employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

Upon completion of the Work, the Contractor shall restore the Village's property, and any other public and private property affected by the Work.

8) WARNING SIGNS AND BARRICADES:

The Contractor shall take all necessary precautions for the protection of the Work site and of the safety of the public, and shall provide all signs, barricades warning lights, flagmen and such other protection or warning devices as may be warranted under the circumstances. Warning signs shall be of such size, shape, placement and illumination so as to provide reasonable advance warning, at all times of day and night, of where the construction, barricades or detours exist. All barricades, signs, and obstructions shall be protected and illuminated at night by amber warning lights which shall burn from sunset to sunrise.

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9) PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall at all times so conduct the Work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to insure the protection of persons and property in a manner satisfactory to the Director of Water and Electric. No road or street shall be closed to the public except with the permission of the Director of Water and Electric and proper governmental authority. Fire hydrants on or adjacent to the Work shall be kept accessible for fire-fighting equipment at all times.

10) LIQUIDATED DAMAGES:

It is agreed that time is of the essence on this contract, and that a failure on the part of the Contractor to complete the Work under this contract within the time specified will result in loss and damage to the village and that on account of the peculiar nature of such loss or damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof.

It is therefore agreed that in case the Contractor shall fail or neglect to complete the Work herein specified on or before the date herein fixed for completion together with any extensions of time which may be granted, the said Contractor shall and will pay to the village for each and every Working day the Contractor shall be in default in the time of completion of this contract the sum set forth below:

<u>Original Contract Amount</u>	<u>Amount of Liquidated Damages per Day</u>
More than \$ 2,000 and less than \$ 25,000	\$ 25.00
More than \$ 25,000 and less than \$ 50,000	\$ 50.00
More than \$ 50,000 and less than \$100,000	\$ 100.00
More than \$100,000 and less than \$250,000	\$ 250.00
More than \$250,000 and less than \$500,000	\$ 500.00
More than \$500,000	\$ 500.00

The above sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages which the Village will suffer by reason of such defaults, and not by way of a penalty.

In case the Contractor does not complete the Work covered by this Contract on or before the time specified herein for the completion of the said Work together with any extensions of time which may be granted, the Director of Water and Electric shall determine the number of days the Contractor is in default, and the decision of the Director of Water and Electric shall be final and binding upon both parties hereto. It is further agreed that if the Village shall accept any Work or make progress payments under this contract after any such default, such acceptance, payment or payments shall not in any respect constitute a waiver or modification of any of the provisions hereof, and particularly the provisions in regard to Liquidated Damages for delays.

11) RELEASE OF LIENS:

The Contractor shall deliver to the Village a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Village such amounts as the Village may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

12) ACCEPTANCE AND FINAL PAYMENT:

When the Contractor shall have completed the Work in accordance with the terms of the Contract Documents, the Director of Water and Electric shall certify an acceptance to the Village and approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions, less penalties for delays, and less previous payments made. The Contractor shall furnish evidence that the Contractor has fully paid all debts for labor, materials and equipment incurred in connection with the Work, following which the Village

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shall accept the Work and release the Contractor except as to the conditions of the Contract Bond, any legal rights of the Village, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the Work and approval of the final Request for Payment for the Director of Water and Electric to assemble and check the necessary data.

13) VENDOR QUALIFICATIONS:

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

END OF SPECIAL CONDITIONS

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**BID #016-009
SPECIFICATIONS**

SECTION 3.1: SCOPE OF PROJECT

The Village of Winnetka is accepting bids for the Annual Directional Boring Contract. The work under this contract shall consist of the directional boring, equipment pad installation, splice box installation, and conduit installation to support the Village's electric distribution system.

The Contractor shall furnish all labor, supervision, supplies, tools, equipment, conduit, and other means necessary or proper for performing the work, described herein. The work will be issued to Contractor on an as-needed basis. The majority of the projects are associated with new electric service and/or service revisions to existing properties in Winnetka. As such, the timing of the work is associated with customer requests. Some of the work will be associated with system improvements to the electric distribution system.

The following specifications supplement each job assigned by the Director of Water and Electric or his designee. In case of conflict with any parts of said documents, these specifications shall take precedence and shall govern.

SECTION 3.2: UTILITIES

The Contractor shall be solely responsible for the location and protection of all existing utilities within the project(s) limits. Any damage thereto due to his construction operations, and/or resultant repairs, shall remain his responsibility.

The homeowner owns the sanitary and storm sewers exiting their property to the mains located in the streets. These sewers are not owned or located by the Village nor is the homeowner responsible for location. It is the contractors responsibility to protect these sewers and if damaged will be responsible for repair or the repair costs.

Should any conflict with utilities arise that require adjustment/relocation of said utilities, the Contractor may be required to change his schedule of work and/or suspend operations. In this event, no additional compensation will be allowed.

SECTION 3.3: PROJECT COMPLETION SCHEDULE & CONSTRUCTION OPERATIONS

Contractors are requested to provide Unit Prices for three years. This contract will be in effect from **JUNE 1, 2016 to MAY 31, 2017** at the first year Unit Prices provided by the Contractor. The Village of Winnetka reserves the right to extend the contract from **June 1, 2017 to May 31, 2018** at the second year pricing Unit Prices, if work progress completed in the first year is acceptable to the Director of Water & Electric. For the third year, the Village of Winnetka reserves the right to extend the contract from **June 1, 2018 to May 31, 2019** at the Unit Prices listed in the 'G' column if work progress completed in the second year is acceptable to the Director of Water & Electric.

The contractor shall proceed with the assigned work as shown below after notification by, email, phone, fax, or person to person contact from the Director of Water and Electric or his designee.

TYPE OF WORK	START TIME
Conduit Installation	Within ten working days

The contractor will continue to work until released by the Director of Water and Electric or all assigned work has been completed. The Village Water and Electric Department has the right to add work to the assigned jobs during the contractor's presence in the Village. Failure to comply with the requirement will be cause for default of the contract.

Work on this Contract shall be subject to the following conditions and time frames for this project under the scope of this Contract. Failure to meet the completion date for this project may cause to invoke the provisions of Special Conditions Section 10. Principal activities are listed for each street. The Contractor shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The Contractor shall work closely with Village Officials, Fire and Police Departments in coordinating interruption to normal traffic and parking facilities, access to

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homes and businesses, and inconveniences to the public. The Contractor shall notify the Village of Winnetka, Director of Water and Electric or his designee 48 hours prior to commencement of all items of work.

CONSTRUCTION OPERATIONS

In order to minimize the effect of construction noise during the improvement, the Contractor and his subcontractors shall comply with the following requirements. Any changes to the schedule will not be accepted unless approved by the Director of Water and Electric or his designee.

- All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive unusual noises. Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards.
- Construction operations including the startup of heavy equipment shall not begin before 7:00 AM Monday through Friday and 9:00 AM on Saturday. Construction operations including site cleanup, shall be completed before 7:00 PM Monday through Friday and 5:00PM on Saturday. No work of any kind shall be done on Sundays or holidays observed in Illinois. These time restrictions shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs and/or lighting, or construction of an emergency nature. If the Contractor requires additional time to complete a portion of the work on any given day or if he foresees the need to work extended hours for a number of days to comply with the construction schedule, he must receive approval of the Engineer.
- The Contractor shall schedule and conduct his operations so that the closure time of an existing driveway along the route of improvements is kept to a minimum. All homeowners shall be given a minimum 24-hour notice to initial removal of their driveway apron.

SECTION 3.4: GENERAL CONDITIONS

It is the Contractor's responsibility to ascertain existing field conditions prior to bidding on this project. No compensation will be allowed for failure to verify existing dimensions or conditions. Although exact directional boring locations are unknown at this time, a view of the general topography throughout the Village will give the contractor an insight on the local environment.

During construction operations, any loose material deposited into the flow line of ditches, gutters or drainage structures, that obstructs the natural flow of water shall be removed at the close of each working day. At the conclusion of construction operations all drainage structures shall be free from dirt and debris. This work shall not be paid for directly but shall be considered as incidental to the contract.

The Contractor shall limit his construction activities to the work areas designated on the plans. Any damage to areas outside of these limits, or past existing right-of-way limits, shall be repaired by the Contractor, at his own expense, to the satisfaction of the Director of Water and Electric.

SITE RESTORATION

After all underground work (i.e. conduit, splice boxes, equipment pads) has been completed, all necessary lawn repair shall be done, such as supplying black dirt, grading, reseeding or sodding. This work shall be considered incidental to the Contract unit price for the item being constructed. Repairs of shrubbery, lawns and all other existing features shall be incidental to the contract. No concrete or other related construction debris shall be left on the lawns, parkways, sidewalks or streets.

CLEANING

The Contractor and his subcontractors by the end of each working day shall remove from the premises equipment, (excavator, drill, etc.) rubbish, waste material and accumulations and shall keep the premises clean. **The Contractor shall keep the premises clean during construction to the satisfaction of the Director of Water and Electric.** This work shall be considered as incidental to the cost of the Contract.

UTILITY LOCATIONS

The Contractor must exercise extreme caution while working around existing utilities. The Contractor shall notify JULIE (1-800-892-0123), a minimum of 48 hours commencing construction for utility locations within the scope of the

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project. It is the responsibility of the Contractor to contact agencies who may or may not be part of the JULIE system to obtain the horizontal and vertical field locations of their facilities within the limits of the proposed improvements.

The Contractor shall be solely responsible for the location and protection of all existing utilities within the project(s) limits. Any damage thereto due to his construction operations, and/or resultant repairs, shall remain his responsibility.

No extra compensation will be allowed to the Contractor for any expenses incurred by complying with these requirements or because delay, inconvenience or interruption in his work resulting from the failure of any utility company.

PUBLIC NOTIFICATION

The Contractor shall be responsible for delivery of notification letters (supplied by the Village) to all residents affected by construction (underground utility work; driveway removal; splice box installation) at least 48 hours, but not more than 72 hours, prior to commencement of work. This work shall be considered as incidental to the cost of the Contract.

LOCATING STORM SEWER, SANITARY SEWER, WATER MAIN OR OTHER COMPONENTS OF VILLAGE UTILITIES

To prevent damage and facilitate work by others, the Village will promptly respond to calls requesting the location of Village owned storm sewer, sanitary sewer, water main, or other components of Village utilities. Water and Electric forces will locate Village owned underground utilities or any other components, one time for each individual system, per project or contract, as requested by the general contractor of the construction project.

USE OF FIRE HYDRANTS

The Contractor shall contact the Village of Winnetka Director of Water and Electric or his designee to obtain water from the Village's hydrant located at the south end of the Village Yards, located at 1390 Willow Road, Winnetka. The Contractor may not take water from any other hydrant within the Village of Winnetka. The Contractor shall use special care in opening and closing of the fire hydrant following Water and Electric Department guidelines. Repairs caused by failure to comply with proper operating guidelines will be the sole responsibility of the Contractor.

SAW-CUTTING PAVEMENT, DRIVEWAY PAVEMENT, SIDEWALK, AND CURB

This work shall be performed at locations as directed by the Water and Electric Director.

The Contractor shall saw-cut the joint between the portion of pavement, driveway, sidewalk and/or curb to be removed and that to be left in place with a sawing machine to prevent spalling. This work shall be done in a manner that a straight and perpendicular joint will be secure. All saw cutting should be the full depth of the pavement, driveway, and sidewalk or curb to be removed.

It is the Contractor's responsibility to determine the thickness of the existing pavement and whether or not it contains reinforcement. No additional compensation will be allowed for sawing reinforcement.

CONCRETE BREAKERS

When removing pavement, curb and gutter, shoulder, and/or other structures, the use of any type of concrete breakers, which might damage underground public or private utilities, will not be permitted. Under no circumstances will the use of a frost ball be permitted.

The Contractor is prohibited from breaking up concrete by dropping it on the pavement or in any other manner, which in the opinion of the Engineer may damage existing or proposed pavements or other roadway appurtenances.

PORTLAND CEMENT CONCRETE (PCC) MIX DESIGN

Portland Cement Concrete for street pavement patching and driveways shall conform to IDOT Class PV; Portland Cement Concrete for combination curb and gutter, and sidewalks shall conform to IDOT Class SI, and both shall have the parameters meeting Section 1020 of the Standard Specifications, and as noted below;

Portland Cement, Type 1:	5.2 bags
CA-7 or CA-11 (IDOT) Crushed Limestone:	1900 + 50 lbs.
Sand: FA-1 or FA-2 (IDOT):	1200 + 50 lbs.
Water: Amount Required to Produce:	2" Min to 4" Max.
Air-Entrainment:	5 to 8%

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Mortar Factor:	0.78 to 0.88
Cement Factor:	6.55 cwt/cubic yard
Compressive Strength:	3500 psi at 14 days

For PCC PAVEMENT PATCHING, only High Early Strength Concrete shall be utilized, unless otherwise permitted by the Engineer. The use of High Early Strength Concrete shall be incidental to the related pay item. High-Early strength Portland Cement Concrete shall conform to this section where applicable and the applicable portions of Section 420 of the "Standard Specifications for Road and Bridge Construction", latest edition. All high-early strength Portland cement shall be air-entrained.

SECTION 3.6: CONSTRUCTION REQUIREMENTS

All primary conduit shall be placed at a minimum of 30 inches below finished grade, preferably 36 inches deep. Conduit on residential property containing only cables supplying the residence with secondary voltages shall be placed at a minimum of 24 inches below finished grade. The Distribution Engineer shall review any changes in these dimensions.

All conduits shall be free of debris, mud, and water, shall not be kinked and will have a pulling line installed. The contractor shall be responsible to clean conduit at his expense if the Village Water & Electric Department or the designated cable installation contractor cannot install cable. The Village reserves the right to have its crew clean conduit and deduct the cost from the contractors next payment. If a properly sized mandrel cannot pass through the conduit, the conduit will be rejected and the contractor shall repair/replace the conduit at its expense.

All couplings and/or connections of conduit will require a visual inspection by the Distribution Engineer or his designate.

All conduit is required to have pulling line installed by the contractor and will be paid at the unit price.

Contractor will be required to core drill manhole walls for inserting additional conduits. The initial price to include digging the pit, connecting the one conduit, and restoring the pit. Additional conduits at the same location will be at a lesser rate per conduit.

When required contractor shall excavate for a pre-cast transformer pad and/or a pre-cast splice box. Transformer pad excavation shall be 5' wide by 5' long by 20" deep. Splice boxes come in two sizes, 24 inches by 36 inches by 24 inches deep and 36 inches by 48 inches by 16 inches deep. Excavation for the splice boxes will be increased 4 inches in length, width, and 6" in depth. All conduits entering a transformer location shall be through a 90-degree bend. The Distribution Engineer will provide a drawing detail for conduit location. Six inches of 1-1/2" stone shall be placed on the bottom prior to installing the pad or splice box.

Contractor will install communication conduit as required by the Distribution Engineer or his designate. Communication conduit is typically 1 1/4" ID, orange colored, with pulling tape installed.

Contractor is responsible for the replacement of all grass, ground cover, shrubs, and trees that were damaged during construction. All clay and betonite shall be removed and replaced with topsoil to a depth of 6 inches.

Contractor shall repair all street, alley, driveway, and sidewalk openings with the appropriate material listed in Sections 3.4 and 3.13. During the winter months when asphalt plants are closed, cold patch can be used but the contractor will be responsible to maintain the area once each week until permanent repairs are complete.

Contractor will provide 'as built' drawings for all work completed on public rights-of-way. Distance from the centerline of the road shall be marked every 100 feet or more frequently if installation varies. Road crossings shall be noted by distance from the centerline of the nearest cross street. Distances between splice boxes and/or transformers shall also be noted along with number and color of conduits in each bore. Depth of all conduits shall be shown on the 'as built' drawings. As built drawings will accompany the request for payment.

Contractor's employees working in the 'Supply Space' as defined by NESC, shall be qualified to work within the 'Supply Space' for the installation of conduit.

Contractor's employees entering manholes shall be qualified to work within a confined space. If the manhole has existing energized conductors, the Contractor's employees should be qualified for work around energized

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conductors. All personal protective equipment required for the Contractor's employees is considered incidental to the work and furnished by the Contractor.

SECTION 3.7: EQUIPMENT PROTECTION:

Traffic bollards shall consist of a 4" diameter galvanized steel pipe eight feet long, buried four feet into the ground and filled with concrete. Bollards shall be required around electric equipment susceptible to damage from vehicular traffic. The installed bollard shall be painted Safety Yellow. Location of bollards to be determined by the Distribution Engineer or his designee.

SECTION 3.8: CONTRACTOR SUPPLIED MATERIAL

All materials used in the work shall meet the requirements of these specifications and no material shall be used until the Village Water and Electric Department has approved it.

1. All sizes of conduit shall have a Strength Diameter Ratio (SDR) of 13.5.
2. Black shall be the color for secondary voltage conduit and residential services. Red stripe on black, or gray, will be used for primary voltage conduits.
3. Steel pipe in 10 foot lengths and 90 degree elbows shall be hot dipped Galvanized, Schedule 40. Sweep size dependent on job requirements.
4. All sizes of plastic conduit and elbows to be Schedule 40.
5. Couplings and splices for plastic to plastic or plastic to steel shall be E-Loc or approved equivalent.

SECTION 3.9: TREE AND SHRUB PROTECTION

All trees shall be protected and cared for during the construction in accordance with the applicable Articles of Section 201 of the Illinois Department of Transportation, Standard Specifications and this Special Provision, with the following revisions. If construction is to occur within the root zone of existing plant material, root pruning will be required where directed by the Director of Water and Electric and/or Village Forester, and shall be done so in the presence of the Director of Water and Electric or Forester or qualified Arborist (hired by the Contractor), prior to digging. The root zone shall be considered as the area around a plant or tree extending at least as far from the base as the longest horizontal branches. No additional compensation will be allowed for root pruning.

Every effort should be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless authorized in the field by the Director of Water and Electric. The Contractor shall provide the Director of Water and Electric notification ten (10) working days prior to the removal of any tree or shrub. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to trees limbs shall be held to a minimum. Shrubs and trees limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches are unavoidable, they should be pruned before starting work in accordance with Articles 201.06 of the Standard Specifications.

Small trees (less than 4 inches in diameter) and shrubs not indicated for removal which are removed or severely damaged during construction shall be replaced in kind and size by the Contractor at no additional cost to the Village, Engineer, or Resident. All planting shall be done in accordance with Section 1081 of the Standard Specifications.

Damages at the rate of two hundred dollars (\$250.00) per inch of trunk diameter shall be charges against the Contractor for unauthorized removal or destruction of any tree four (4) inches in diameter or larger. No additional compensation will be allowed for root pruning.

SECTION 3.10: EXCAVATION SPOILS

For all spoils resulting from mechanical excavation by the Contractor for work performed under this contract, the Contractor will be allowed to dispose of the spoils at the Village Yards (1390 Willow Road, Winnetka, IL). Any spoils created by hydro-excavation will be disposed of by the Contractor. At the Contractor's request, the Village will create a small "holding area" for temporary site to hold the hydro excavated spoils. Disposal of these spoils is considered incidental to the contract.

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It will be the Contractor's responsibility to locate the appropriate dumpsite for the proper disposal of all hydro-excavated materials from this project. The Contractor will be responsible for obtaining and certifying all necessary testing, documentation and professional engineering certification, as outlined in the Illinois Environmental Protection Agency's (IEPA) Public Act 96-1416, relating to CCDD and uncontaminated soil fill operations, as well as all associated costs for such work.

SECTION 3.11: SIDEWALK REMOVAL & REPLACEMENT

No sidewalk shall be removed without the permission of the Director of Water and Electric. All sidewalk removal limits shall be saw cut full depth. No sidewalk shall be completely closed unless the sidewalk does not provide access to a store or business and pedestrian traffic has been properly directed to an acceptable crosswalk or alternate route.

SECTION 3.12: RESTORATION OF PARKWAY & YARDS

The Contractor is responsible for restoration. This work is considered incidental to the contract. The contractor should attempt to re-utilize any sod removed from excavation to restore areas around equipment pads, splice boxes, and push/pull pits. Any remaining sites less than 2 square feet, can be restored with topsoil and seed. At the discretion of the Distribution Engineer, larger areas may require restoration with sod. The Contractor is responsible to take the appropriate steps to insure that settling does not occur. The Contractor will be responsible for the restoration for one full year (i.e. if site settles, contractor will re-landscape).

Topsoil shall be pulverized black dirt. Dirt shall be relatively free of debris, roots, stones, and the like. The minimum thickness of prepared topsoil shall be 3".

SECTION 3.13: REPAIRS OF STREETS, ROADS, ALLEYS, and DRIVEWAYS:

All repairs to vehicle designed surfaces will utilize the following specifications. This item of work shall consist of constructing bituminous concrete binder and surface courses. The thickness of each item shall consist of those specified by the Distribution Engineer. All work shall be performed in accordance with Sections 406, 407 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, and as directed by the Engineer.

All bituminous mixtures shall conform to the applicable portions of the current requirements of the "Standard Specifications for Road and Bridge Construction", latest edition, of the Illinois Department of Transportation. All such mixtures shall be manufactured in Illinois-based plants within the tolerance limits of the mixing formula provided by the Illinois Department of Transportation to the given plant for the given mixture except as provided for herein. Bituminous mixtures for binder and surface construction shall meet the requirements stated herein.

Bituminous Concrete Binder Course. The Bituminous Concrete Binder Course mixture shall meet the requirements either Bituminous Concrete Binder Course, Class I, Type 2, Mixture B, with a Marshall Stability of not less than 1700, and shall utilize an AC-10 asphalt cement.

Bituminous Concrete Surface Course. The Bituminous Concrete Surface Course Mixture shall be a modified Class I, Mixture C, having a minimum Marshall Stability of 2000, utilizing AC-10 asphalt cement and meeting the following requirements.

The asphalt content shall be in the range of 6.0% - 6.4% as determined by the Director of Public Works.

The ingredients of the bituminous mixture shall be combined in such proportions as to produce an aggregate mixture conforming to the following composition limits by weight:

Passing 1/2" Sieve	100%
Passing #4 Sieve	67-77%
Passing #8 Sieve	47-57%
Passing #50 Sieve	12-20%
Passing #200 Sieve	5-8%

The use of uncrushed gravel will not be allowed in making the bituminous mixture. The final mixture shall contain a minimum of 25% of stone sand of the Aggregate component(s). Air voids (total) shall be 2.5-3.5%.

In the event the fine aggregate components have insufficient minus #200 material to meet the mixture requirements,

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mineral filler shall replace a portion of the FA-2 in an amount necessary to meet the gradation requirements.

CA-16	45%
FA-02	30%
FA-21	<u>25%</u> (Stone Sand)
Total Aggregates:	100%

At the Contractor's option, RAP may be utilized in the binder mixture but the amount shall not exceed 15%. No RAP may be used in the surface mixture.

All bituminous mixtures shall be placed with a self-propelled paver having a vibrating or tamping screed.

Two rollers shall be provided to function as a breakdown roller and a finish roller. On all surface mixtures, the breakdown roller may be a tandem or three-wheel steel roller in the 10-15 ton weight range, or a pneumatic-tired roller meeting the requirements Sec. 801.01 of the IDOT Standard Specifications. The finish roller shall be a tandem drum roller in the 5-10 ton weight range. A vibratory roller of equivalent compactive effort may be used as a finish roller.

Bituminous mixtures shall be placed in a workmanlike manner under weather conditions favorable to achievement of a quality pavement. Successive layers of bituminous materials shall not be placed unless the supporting layer is free of water, dirt, mud and other undesirable debris. Longitudinal joints shall be staggered 2 to 6 inches between successive lifts of bituminous concrete mixtures. The temperature of the mixture and the rolling pattern shall be such that tight, well-knit longitudinal joints between passes are achieved. The compactive effort shall be such that it produces a dense, durable mat. The minimum density shall be 93% of the maximum theoretical density.

The final surface course shall be placed so that subsequent to compaction, it is from 0 to 1/4 inch above the gutter flag unless otherwise shown on the plans. The final surface shall be neat, dense, and uniform in appearance.

All pavement openings made during the winter season shall be maintained with cold patch until the weather provides the opportunity to permanently repair with bituminous mixtures. Cold patch or torch heated bag mixtures are not an acceptable permanent repair.

SECTION 3.14: TRAFFIC CONTROL AND PROTECTION STANDARDS

Traffic control shall be in accordance with applicable portions of Sections 701, 702, and 703 of the Standard Specifications, the Supplemental Specifications, Manual on Uniform Traffic Control Devices for Streets and Highways, any special details and Highway Standards contained in the Contract Documents and the Special Provisions contained herein, except as modified herein.

This work shall be to protect persons from injury and to avoid property damage, proper barricades, construction signs, warning lights, and flag persons, as required, shall be furnished, installed and maintained by the Contractor during the progress of construction work and until such time as it is safe for traffic to use the street. Temporary tripod signing may be used for daily operations as well as the moving operations. The Contractor is responsible for any temporary "No Parking" signs. The Contractor shall furnish, install, maintain, relocate and subsequently remove all signs, signals, markings, traffic cones, barricades, warning lights, flagmen and other devices that are to be used for the purpose of controlling the traffic.

Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

Access shall be provided nightly to each resident, whenever possible. The Contractor is responsible for notifying each resident, in advance, when their driveway will not be accessible. All traffic control measures and protection are considered incidental to the work.

SECTION 3.15 PAYROLLS

The Contractor shall submit certified payrolls along with any invoices to the Village of Winnetka Finance Department within (10) days of the end of project assigned. No progress payment shall be made unless said submittals are current.

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SECTION 3.16 PAYMENTS

Progress payments may be made on the first or third Tuesday of each month. In order to be paid, the invoice must be received 14 days in advance of the above payment dates. Final payment (less any penalties) shall not be made until such time as all work is completed to the satisfaction of the Engineer and lien waivers are received for all labor, materials, and subcontractors.

SECTION 3.17: RESTORATION / CLEAN-UP PENALTIES

The contractor will submit an email address to receive locations of required restoration/clean-up. When the Water & Electric Department receives a phone call from a resident, an email will be sent to the contractor's office and the contractor will have two business days to attend to the problem. If repairs are not made, not only will the payment for the bill be delayed but a charge of \$75.00 per day will be deducted from the bill.

SECTION 3.18 ADMINISTRATION OF LIQUIDATED DAMAGES.

It is agreed that time is of the essence on this contract, and that a failure on the part of the Contractor to complete the Work under this contract within the time specified will result in loss and damage to the Village and that on account of the peculiar nature of such loss or damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof.

The contractor agrees to proceed with the assigned work within **the working day commitment as specified in Section 3.3** after notification by phone or fax from the Director of Water and Electric or his designee. The contractor will continue to work until released by the Director of Water and Electric or all assigned work has been completed. The Village Water and Electric Department has the right to add work to the assigned jobs during a contractor's presence in the Village. The contractor shall be responsible to provide a second crew and machine when requested or if the work is such that the contractor is not meeting the **working day** commitment as specified in Section 3.2. Lack of personnel and/or machine shall not constitute an acceptable excuse.

It is therefore agreed that if the contractor does not proceed with assigned work by the specified workday after notification, the Director of Water and Electric will:

Notify the Surety Company of failure to perform and

1. The contractor will be assessed \$250.00 a day starting on the following work day until contractor starts working in the Village on assigned work, or
2. The Contractor will be assessed the difference between the charges incurred by the Village utilizing another contractor and the original contractors' charges for the work.

The above conditions are hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages which the Village will suffer by reason of such defaults, and not by way of a penalty.

In case the Contractor does not proceed to initiate the Work covered by this Contract on or before the time specified, the Director of Water and Electric shall determine the number of days the Contractor is in default, and the decision of the Director of Water and Electric shall be final and binding upon both parties hereto. It is further agreed that if the Village shall accept any Work or make progress payments under this contract after any such default, such acceptance, payment or payments shall not in any respect constitute a waiver or modification of any of the provisions hereof, and particularly the provisions in regard to Liquidated Damages for delays.

SECTION 3.19 ADDITIONAL CLARIFICATIONS

This section addresses questions or issues identified during prior contract periods or bid meetings.

- a) The Village will provide all splice boxes, equipment pads and gravel. The Contractor will pick these items up from the Village Yards at 1390 Willow Road, Winnetka, IL.
- b) The Contractor will be allowed to store material and equipment outdoors at the Village Yards. No equipment can be stored on job sites and/or public right-of-way.
- c) The bid award will be based on evaluation of the Contractor's unit prices to the projected quantity of units for a year.
- d) In the event that work required is not a unit price, hourly labor rates for labor and equipment will be utilized. Any additional material items required and secured by the Contractor will be invoiced at the contractor's cost.
- e) The size of conduit specified on jobs is dependent on the required cable sizes and future plans. The

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majority of directional boring work is associated with new and/or revised electric services. The Village reserves the right to specify the size of conduit required for each job. In general, single phase, 200 amp secondary cable is installed in 2 inch conduit, 400 amp secondary cable is installed in 4 inch conduit. Single phase primary cable is installed in 2 inch conduit. Three phase primary URD cable is installed in 4" conduit.

- f) The workload may vary from year-to-year. The Village does not guarantee a specific amount of directional boring through the award of this Contract. All work is performed on an As-Needed Basis. Historical information is summarized as follows:

YEAR	2014	2015
Total dollars expended	\$ 379,891.14	\$ 514,042.94
Number of jobs	60	69
Total amount of conduit installed (feet)	29,608	32,769
Total amount of directional boring (feet)	14,747	16,623
Number of splice boxes installed	30	29
Number of Transformer pads installed	14	13

SECTION 3.20 SCHEDULE OF PRICES

Unit prices are requested for three (3) one year periods. This contract will be in effect from **JUNE 1, 2016 to MAY 31, 2017** at the Unit Prices listed in the 'E' Column. The Village of Winnetka reserves the right to extend the contract from **June 1, 2017 to May 31, 2018** at the Unit Prices listed in the 'F' column if work progress completed in the first year is acceptable to the Director of Water & Electric. For the third year, the Village of Winnetka reserves the right to extend the contract from **June 1, 2018 to May 31, 2019** at the Unit Prices listed in the 'G' column if work progress completed in the second year is acceptable to the Director of Water & Electric.

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SCHEDULE OF PRICES			PAGE 1
WORK PROCESS	UNIT PRICE "E"	UNIT PRICE "F"	UNIT PRICE "G"
START OR END PIT			
Start or End Pit:For 2" conduit	58.00	60.00	62.50
Start or End Pit:For 4" conduit	58.00	60.00	62.50
Start or End Pit:For 5" conduit	58.00	60.00	62.50
Start or End Pit:For 6" conduit	58.00	60.00	62.50
TEST HOLES			
Test Holes In: Concrete	375.00	390.00	410.00
Test Holes In: Asphalt	350.00	370.00	390.00
Test Holes In: Parkway	95.00	100.00	105.00
EXCAVATION			
Excavation for:Xfmr Pad 5'X5'X20"	170.00	180.00	190.00
Excavation for:Xfmr Pad 8'X8'X20"	250.00	260.00	270.00
Excavation for:Splice Box 28"X40"X30"	120.00	130.00	140.00
Excavation for:Splice Box 40"X50"X22"	180.00	190.00	200.00
EXCAVATION & INSTALLATION			
Excavation for and Installation of:Xfmr Pad 5'X5'X20"	390.00	400.00	410.00
Excavation for and Installation of:Xfmr Pad 8'X8'X20"	450.00	460.00	470.00
Excavation for and Installation of:Splice Box 28"X40"X30"	490.00	495.00	500.00
Excavation for and Installation of:Splice Box 40"X50"X22"	540.00	550.00	560.00
CONDUIT			
Conduit/ft. (Material and Installation)1 1/4" (Orange) w/ pull line	1.10	1.20	1.30
Conduit/ft. (Material and Installation)2"	1.30	1.40	1.50
Conduit/ft. (Material and Installation)4"	3.70	4.00	4.30
Conduit/ft. (Material and Installation)5"	6.00	6.20	6.50
Conduit/ft. (Material and Installation)6"	7.00	7.50	8.00

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SCHEDULE OF PRICES			PAGE 2
WORK PROCESS	UNIT PRICE "E"	UNIT PRICE "F"	UNIT PRICE "G"
BORING			
Bore/Ream Size/ft.3"	8.00	8.50	9.00
Bore/Ream Size/ft.4"	9.25	9.50	9.75
Bore/Ream Size/ft.6"	11.00	11.25	11.50
Bore/Ream Size/ft.8"	14.00	14.50	15.00
Bore/Ream Size/ft.10"	17.00	17.50	18.00
Bore/Ream Size/ft.12"	21.00	21.50	22.00
Bore/Ream Size/ft.14"	25.00	25.50	26.00
Bore/Ream Size/ft.18"	34.00	36.00	38.00
TIE IN TO MANHOLE			
Tie into Existing ManholeFirst Conduit	510.00	530.00	560.00
Tie into Existing ManholeAdditional Conduits	120.00	125.00	130.00
TIE INTO SPLICE BOX			
Tie into Existing Splice BoxFirst Conduit	390.00	400.00	410.00
Tie into Existing Splice BoxAdditional Conduits	26.00	28.00	30.00
E-LOC COUPLINGS			
E-Loc Couplings or Approved Equivalent (Material and Labor):1 1/4"	8.00	8.50	9.00
E-Loc Couplings or Approved Equivalent (Material and Labor):2"	10.50	11.50	12.00
E-Loc Couplings or Approved Equivalent (Material and Labor):4"	24.00	25.00	26.00
E-Loc Couplings or Approved Equivalent (Material and Labor):5"	40.00	41.00	42.00
E-Loc Couplings or Approved Equivalent (Material and Labor):6"	45.00	46.00	47.00
FUSION SPLICE			
Fusion Butt Splice (Material and Labor):2"	35.00	40.00	45.00
Fusion Butt Splice (Material and Labor):4"	35.00	40.00	45.00
Fusion Butt Splice (Material and Labor):5"	35.00	40.00	45.00
Fusion Butt Splice (Material and Labor):6"	35.00	40.00	45.00

VILLAGE OF WINNETKA, ILLINOIS

SCHEDULE OF PRICES			PAGE 3
WORK PROCESS	UNIT PRICE "E"	UNIT PRICE "F"	UNIT PRICE "G"
2" MATERIAL AND INSTALLATION			
90° Bends (Material Only, Steel)2" – 18" Sweep	45.00	47.00	48.00
90° Bends (Material Only, PVC)2" – 18" Sweep	11.00	12.00	12.90
90° Bends (Installation Only)2" – 18" Sweep	42.00	44.00	46.00
90° Bends (Material Only, Steel)2" – 24" Sweep	54.00	56.00	58.00
90° Bends (Material Only, PVC)2" – 24" Sweep	11.00	12.00	12.90
90° Bends (Installation Only)2" – 24" Sweep	42.00	44.00	46.00
10' Steel Conduit w/coupling (Material Only)2"	67.00	68.50	70.00
10' Steel Conduit w/coupling (Installation Only)2"	38.00	39.00	41.00
10' PVC Conduit w/coupling (Material Only)2"	25.00	26.00	27.00
10' PVC Conduit w/coupling (Installation Only)2"	37.00	38.00	40.00
4" MATERIAL AND INSTALLATION			
90° Bends (Material Only, Steel)4" – 24" Sweep	120.00	130.00	140.00
90° Bends (Material Only, PVC)4" – 24" Sweep	30.00	32.00	34.00
90° Bends (Installation Only)4" – 24" Sweep	44.00	46.00	48.00
90° Bends (Material Only, Steel)4" – 36" Sweep	140.00	145.00	150.00
90° Bends (Material Only, PVC)4" – 36" Sweep	45.00	47.50	50.00
90° Bends (Installation Only)4" – 36" Sweep	70.00	72.50	75.00
10' Steel Conduit w/coupling (Material Only)4"	190.00	195.00	200.00
10' Steel Conduit w/coupling (Installation Only)4"	40.00	42.50	45.00
10' PVC Conduit w/coupling (Material Only)4"	60.00	70.00	80.00
10' PVC Conduit w/coupling (Installation Only)4"	35.00	37.50	40.00

VILLAGE OF WINNETKA, ILLINOIS

SCHEDULE OF PRICES			PAGE 4
WORK PROCESS	UNIT PRICE "E"	UNIT PRICE "F"	UNIT PRICE "G"
5" MATERIAL AND INSTALLATION			
90° Bends (Material Only, Steel)5" – 36" Sweep	390.00	410.00	430.00
90° Bends (Material Only, PVC)5" – 36" Sweep	70.00	75.00	80.00
90° Bends (Installation Only)5" – 36" Sweep	75.00	76.00	77.00
90° Bends (Material Only, Steel)5" – 48" Sweep	430.00	440.00	450.00
90° Bends (Material Only, PVC)5" – 48" Sweep	85.00	90.00	95.00
90° Bends (Installation Only)5" – 48" Sweep	80.00	90.00	100.00
10' Steel Conduit w/coupling (Material Only)5"	300.00	310.00	320.00
10' Steel Conduit w/coupling (Installation Only)5"	45.00	50.00	55.00
10' PVC Conduit w/coupling (Material Only)5"	80.00	85.00	90.00
10' PVC Conduit w/coupling (Installation Only)5"	45.00	50.00	55.00
6" MATERIAL AND INSTALLATION			
90° Bends (Material Only, Steel)6" – 48" Sweep	390.00	400.00	410.00
90° Bends (Material Only, PVC)6" – 48" Sweep	120.00	125.00	130.00
90° Bends (Installation Only)6" – 48" Sweep	100.00	105.00	110.00
90° Bends (Material Only, Steel)6" – 60" Sweep	550.00	560.00	570.00
90° Bends (Material Only, PVC)6" – 60" Sweep	160.00	170.00	180.00
90° Bends (Installation Only)6" – 60" Sweep	120.00	125.00	130.00
10' Steel Conduit w/coupling (Material Only)6"	390.00	410.00	420.00
10' Steel Conduit w/coupling (Installation Only)6"	50.00	55.00	60.00
10' PVC Conduit w/coupling (Material Only)6"	100.00	110.00	120.00
10' PVC Conduit w/coupling (Installation Only)6"	50.00	55.00	60.00

VILLAGE OF WINNETKA, ILLINOIS

SCHEDULE OF PRICES			PAGE 5
WORK PROCESS	UNIT PRICE "E"	UNIT PRICE "F"	UNIT PRICE "G"
COLOR CODE			
Color Coded (Markup for red color or striped conduits, cost per foot)2"	.10	.20	.30
Color Coded (Markup for red color or striped conduits, cost per foot)4"	.10	.20	.30
Color Coded (Markup for red color or striped conduits, cost per foot)5"	.10	.20	.30
Color Coded (Markup for red color or striped conduits, cost per foot)6"	.10	.20	.30
LABOR & EQUIPMENT			
Hourly Labor Rates:Foreman	104.00	108.00	112.00
Hourly Labor Rates:Laborer	84.00	86.00	88.00
Hourly Equipment Rates:Pickup Truck	50.00	52.50	55.00
Hourly Equipment Rates:Dump Truck	78.00	83.00	88.00
Hourly Equipment Rates:Mini Excavator w/trailer	68.00	73.00	75.00
Hourly Equipment Rates:Air Compressor	40.00	42.00	44.00
Traffic BallardsInstall 4" steel pipe filled with concrete	450.00	460.00	470.00

VILLAGE OF WINNETKA, ILLINOIS

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

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

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

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

BID AWARD CRITERIA:

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

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

X Kurt Rod, President
(Signature and Title)

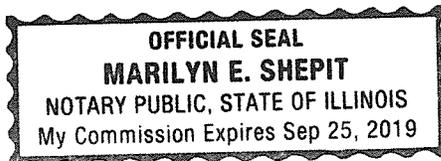
CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 30th day of March AD, 2016

Marilyn E. Shepit
(Notary Public)

My Commission Expires: 9-25-19



VILLAGE OF WINNETKA, ILLINOIS

BONDING AND INSURANCE REQUIREMENTS

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

<u>Instrument Type</u>	<u>Conditions</u>	<u>Submittal</u>	<u>Required</u>
Bid/Proposal Security	Not less than 10% of the total bid amount. Security may be in the form of a bid bond, cashier's check, money order or bank draft.	With bid response.	REQUIRED
Performance Bond	110% of the total contract award amount.	Within fourteen (14) days upon approval of award by corporate authorities.	REQUIRED
Warranty Bond	ONE (1) year warranty bond for 10% of the total contract amount.	Within fourteen (14) days upon approval of award by corporate authorities.	REQUIRED
Certificate of Insurance	Requirements listed on subsequent page.	Within fourteen (14) days upon approval of award by corporate authorities.	REQUIRED

INSTRUMENT DEFINITIONS

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

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

INSURANCE REQUIREMENTS

Section 1 GENERAL

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

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

Section 2 WORKER'S COMPENSATION

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

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

Section 3 GENERAL LIABILITY INSURANCE

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

Section 4 AUTOMOBILE LIABILITY INSURANCE

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

Section 5 AMOUNT OF INSURANCE

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

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

Section 6 CERTIFICATES OF INSURANCE

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

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

VILLAGE OF WINNETKA, ILLINOIS

Section 7 INDEMNITY

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

VENDOR COMPLIANCE AFFIDAVIT

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

Section 1: BID RIGGING AND ROTATING

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

Section 2: TAX COMPLIANCE

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

Section 3: EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this contract, the contractor agrees:

VILLAGE OF WINNETKA, ILLINOIS

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

Section 4: ILLINOIS DRUG FREE WORK PLACE ACT

The undersigned will publish a statement:

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

VILLAGE OF WINNETKA, ILLINOIS

4. Establishing a drug free awareness program to inform employees about:
 - i. The dangers of drug abuse in the work place;
 - ii. The policy of maintaining a drug-free work place;
 - iii. Any available drug counseling, rehabilitation or employee assistance programs;
 - iv. The penalties that may be imposed upon an employee for drug violations.
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Village of Winnetka, and shall post the statement in a prominent place in the work place.
6. The undersigned will notify the Village of Winnetka within ten (10) days of receiving notice of an employee's conviction.
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place he shall:
 - i. Take appropriate action against such employee up to and including termination;
 - or
 - ii. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health department, law enforcement, or other appropriate agency.

Section 5: SEXUAL HARASSMENT POLICY

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

Section 6: VENDOR INFORMATION

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

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

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

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

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

CONTRACTOR SIGNATURE: Krist Brand, President

NAME: Kristin Brand TITLE: President
(Print or type)

Subscribed and sworn to me this 30th day of March, 2016, A.D.

By: [Signature] Exp 9-25-19
(Notary Public)

-Seal-



Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) B-MAX, INC.		
Business name, if different from above		
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) P.O. BOX 246	Requester's name and address (optional)	
City, state, and ZIP code RINGWOOD, IL 60072		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Krista Brand*

Date ▶ **3-30-16**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

VILLAGE OF WINNETKA, ILLINOIS

REFERENCES

The vendor must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If bidder is a new business, provide references that will enable the Village to determine if bidder is responsible.

COMPANY NAME:	Outdoor Lighting
ADDRESS:	8628 W Calumet Rd
	Milwaukee, WI 53224
CONTACT PERSON:	Dave
TELEPHONE NUMBER:	414-354-9176

COMPANY NAME:	Village of Kenilworth
ADDRESS:	419 Richmond Rd.
	Kenilworth, IL 60093
CONTACT PERSON:	Scott Moe
TELEPHONE NUMBER:	847-251-9210

COMPANY NAME:	Village of Winnetka
ADDRESS:	510 Green Bay Rd.
	Winnetka, IL 60093
CONTACT PERSON:	Mark Herman and Brian Keys
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

STATE THE NUMBER OF YEARS IN BUSINESS:	7
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	15

VILLAGE OF WINNETKA, ILLINOIS

OFFEROR'S SUBCONTRACTORS (IF APPLICABLE)

FULL NAME OF BIDDER:	B - Max, Inc.
CONTACT PERSON:	MARILYN SHEPIT

SUBCONTRACTORS:

A. Will you employ subcontractors? (YES) (NO)

B. If "YES", identify with each firm's name, address, telephone number and work to be subcontracted:

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

VILLAGE OF WINNETKA, ILLINOIS

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

The Contractor will not change or use subcontractors not identified in this proposal without prior written approval from the Village of Winnetka.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the Village of Winnetka.

FAILURE TO PROVIDE SUBCONTRACTORS MAY BE JUST CAUSE FOR REJECTION OF OFFEROR'S PROPOSAL.

NO-BID RESPONSE

RFB #016-009

In the event that your organization chooses not to submit a bid for this solicitation the Village of Winnetka is interested in the reasons why bidders have chosen not to submit responses in order to better serve the taxpayers of the Village. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of proposal.
- Other (please specify):

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your responses to:

Financial Services Coordinator
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Email: nmostardo@winnetka.org

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID PROPOSAL

RFB: #016-009

DUE DATE: 4/1/16

DUE TIME: 10:00AM

DESCRIPTION: DIRECTIONAL BORING CONTRACT

DATED MATERIAL-DELIVER IMMEDIATELY

OFFICE (AFFIX DATE STAMP HERE):

PLEASE CUT OUT AND AFFIX THIS LABEL (ABOVE) TO THE LOWER LEFT CORNER OF THE OUTERMOST ENVELOPE OR BOX OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY!



Agenda Item Executive Summary

Title: Resolution No. R-24-2016: Approving a Contract with Master Project Inc., for Roofing Work at the Village's Electric Generation Plant (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 04/19/2016

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

Consent: YES NO

Item History:

The Water & Electric Department issued Bid Number 015-027 for the replacement of three sections of the Electric Plant roof. In 2015, the Village received bids to replace five sections of the Electric Plant roof but due to budgetary constraints only two sections were awarded. The three remaining sections of flat roofing have been in service more than 20 years, leak and exhibit signs of deterioration. A budgetary line item was created in the FY2016 budget to complete the replacement work.

Executive Summary:

On March 1, 2016, a pre-bid meeting was held at the Electric Plant to provide firms with an onsite review and scope of work. Bid notices were advertised in the Winnetka Talk and posted to the on-line bidding service, Demand Star.

Five firm submitted bids for the roofing project. The lowest total bid was submitted by Master Project, Inc. in the amount of \$84,000. The contractor plans to utilize AK Sheet Metal & Roofing as a subcontractor. The Village has not previously utilized either contractor. References for both firms were contacted and indicated work was performed in an acceptable manner.

Resolution No. R-24-2016, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest, a contract with Master Project Inc.

The FY 2016 Budget contains \$139,000.00 (account #500.41.27-570) for the repair and maintenance of buildings, of which there is \$109,000 budgeted for the replacement of the three remaining roof sections.

Recommendation:

Consider adoption of Resolution No. R-24-2016, approving a contract with Master Project Inc. for directional boring services.

Attachments:

- Agenda Report dated April 12, 2016
 - Exhibit 1 - Diagram of roof sections
- Resolution No. R-24-2016; Approving a Contract with Master Project Inc., for Roofing Work at the Village's Electric Generation Plant
 - Exhibit A - RFB #015-018, Electric Plant Roof Replacement

AGENDA REPORT

Subject: Resolution R-24-2016; Approving a Contract with Master Project Inc., for Roofing Work at the Village's Electric Generation Plant

Prepared by: Giovanni McLean, Assistant Director Water & Electric

Ref: October 27, 2015 Budget Presentation

Date: April 12, 2016

The Water & Electric Department issued Bid Number 015-027 for the replacement of three sections of the Electric Plant roof. In 2015 the Village received bids to replace five sections of the Electric Plant roof but due to budgetary constraints only two sections were awarded. The three remaining sections of flat roofing have been in service more than 20 years, leak and exhibit signs of deterioration. A budgetary line item was created in the FY2016 budget to complete the replacement work.

On March 1, 2016, a pre-bid meeting was held at the Electric Plant to provide firms with an onsite review and scope of work. Bid notices were advertised in the Winnetka Talk and posted to the on-line bidding service, Demand Star. The Request for Bids ("RFB") was released for the three remaining sections (A, B and C). Bids were opened on March 15, 2016. A diagram of showing the various roof sections at the Electric Plant has been provided in Exhibit 1. Results for the bid totals are shown below.

2016 ELECTRIC PLANT ROOF REPLACEMENT				
Vendor	Section A	Section B	Section C	Total
Master Project Inc.	\$56,000.00	\$14,000.00	\$14,000.00	\$ 84,000.00
Cuevas Roofing and Construction	\$45,000.00	\$24,000.00	\$24,000.00	\$ 93,000.00
L. Marshall, INC	\$56,200.00	\$28,000.00	\$29,000.00	\$113,200.00
Malcor Roofing of IL	\$56,500.00	\$31,000.00	\$31,000.00	\$118,500.00

Based on the bid amounts, two firms submitted responses within the budgeted amount. The lowest total bid was submitted by Master Project, Inc. The contractor plans to utilize AK Sheet Metal & Roofing as a subcontractor. The Village has not previously utilized either contractor. The references provided by Master Project, Inc. and AK Sheet Metal & Roofing were contacted. Feedback on Master Project Inc. indicated that the contractor was responsive and completed other roofing and masonry projects. AK Sheet Metal & Roofing has installed the same type of roofing product in an acceptable manner. At this time, staff is recommending awarding the project to Master Project, Inc. All bidders were required to provide a contract bond and the successful bidder will be required to provide a performance bond.

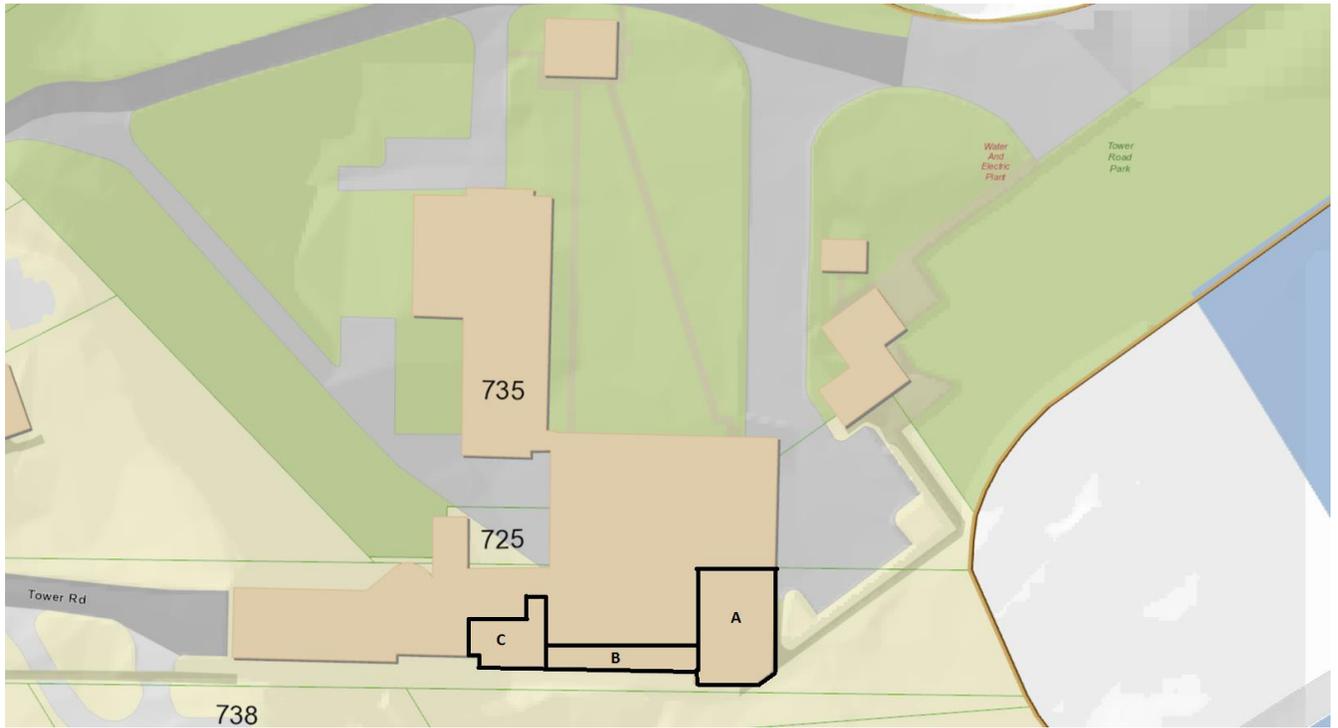
Resolution No. R-24-2016, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest, a contract with Master Project Inc.

The FY 2016 Budget contains \$139,000.00 (account #500.41.27-570) for the repair and maintenance of buildings, of which there is \$109,000 budgeted for the replacement of the three remaining roof sections.

Recommendation:

Consider adoption of Resolution No. R-24-2016 approving a contract with Master Project Inc. for directional boring services.

Exhibit 1



Locations:

- Section A: Approximate Area: 2,420 square feet
- Section B: Approximate Area: 900 square feet
- Section C: Approximate Area: 904 square feet

RESOLUTION NO. R-24-2016

**A RESOLUTION APPROVING A CONTRACT WITH
MASTER PROJECT, INC., FOR ROOFING WORK AT
THE VILLAGE'S ELECTRIC GENERATION PLANT**

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 has appropriated funds for the procurement of the work necessary to replace three sections of the roof of the Village's electric generation plant ("**Work**"); and

WHEREAS, the Village requested bids for performance of the Work; and

WHEREAS, the Village received four bids for the Work and opened the bids on March 15, 2016; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Master Project, Inc. ("**Contractor**"), is the lowest responsible bidder for the Work; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the performance of the Work in an amount not to exceed \$84,000.00 ("**Contract**"); and

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

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract 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 CONTRACT. 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 Contract.

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

[SIGNATURE PAGE FOLLOWS]

April 19, 2016

R-24-2016

ADOPTED this 19th day of April, 2016, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000

Fax: (847) 446-1139

General Email: nmostardo@winnetka.org

REQUEST FOR BIDS:	#015-027	BID ISSUE DATE:	12/28/15
BID DESCRIPTION:	2016 ELECTRIC PLANT ROOF REPLACEMENT		
BID OPENING DATE:	3/15/16	BID OPENING TIME:	10:00AM
SUBMIT 1 ORIGINAL PACKET PLUS 2 COPIES			

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

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

Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Financial Services Coordinator).			
BUYER:	Jeff Pietka	PHONE:	(847)716-3601
EMAIL:	jpietka@winnetka.org		

FULL NAME OF BIDDER	
BID CONTACT PERSON	
TELEPHONE NUMBER	

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

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

VILLAGE OF WINNETKA, ILLINOIS

PROJECT INFORMATION

PROJECT NAME:	ELECTRIC PLANT ROOF REPLACEMENT
USER DEPARTMENT:	WATER & ELECTRIC

EVENT:	LOCATION:	DATE:	TIME:
Mandatory Pre-Bid Meeting	ELECTRIC PLANT 725 TOWER ROAD WINNETKA, IL 60093	3/1/16	9:00AM
Deadline for Specification Inquiries and Exception Requests	MUST BE SUBMITTED IN WRITING TO: JPIETKA@WINNETKA.ORG	3/11/16	5:00PM
Bidder's Response Due and Public Opening	WINNETKA VILLAGE HALL ATTN: FINANCIAL SERVICES COORD. 510 GREEN BAY ROAD WINNETKA, IL 60093	3/15/16	10:00AM

√	SUBMITTAL CHECKLIST
	ORIGINAL BID PACKET (BID PACKET SHOULD BE RETURNED IN IT'S ENTIRETY)
	2 COPIES OF BID PACKET
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	SIGNED AFFIDAVITS CONTAINED IN THIS PROPOSAL DOCUMENT (INCLUDING PAGES 17 & 19)

Description:

The work will consist of, but not necessarily be limited to:

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary to the remove the existing ballast roof system and install modified bitumen roll roofing system at the Village's Electric Plant.

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

3) **BID REQUIREMENTS:**

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

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

4) **ALTERNATE/EQUAL BIDS:**

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

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

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

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

5) **COMPETITION INTENDED:**

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

VILLAGE OF WINNETKA, ILLINOIS

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

6) DEVIATIONS:

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

7) EXCEPTIONS:

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

8) EXAMINATION BY BIDDER:

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

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

9) ELECTRONIC TRANSMITTALS:

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

10) INTERPRETATION OF CONTRACT DOCUMENTS:

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

11) PREPARATION OF BIDS:

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

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

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

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

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

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

12) **SUBMISSION OF BIDS:**

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

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

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

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

13) **PROPRIETARY INFORMATION:**

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

14) **CONTRACT AWARD INFORMATION:**

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

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

END OF INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

1) ACCURACY DISCLAIMER:

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

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

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

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

3) APPLICABLE CODES AND ORDINANCES:

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

4) CHANGES:

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

5) COMMENCEMENT OF WORK:

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

6) COMMUNICATIONS:

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

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

9) DISCIPLINE:

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

10) DRUG FREE WORKPLACE:

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

11) ENDORSEMENTS:

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

12) F.O.B.:

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

13) FORCE MAJEURE:

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

14) HOLDING OF BIDS:

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

15) INDEMNITY:

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

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

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

16) LAW GOVERNING:

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

17) LIENS, CLAIMS, AND ENCUMBRANCES:

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

18) MSDS:

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

19) MISCELLANEOUS REQUIREMENTS:

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

20) NON-DISCRIMINATING:

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

21) PATENTS:

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

22) PAYMENT:

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

23) PROTEST:

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

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

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

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24) RESERVATION OF RIGHTS:

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

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

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

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

25) SUBCONTRACTORS:

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

26) TAX:

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

27) TERMINATION, CANCELLATION AND DAMAGES:

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

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

28) TRANSFER OF OWNERSHIP OR ASSIGNMENT:

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

29) VENUE:

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

30) WARRANTY:

Complete warranty information detailing period and coverage must be submitted.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

1) DIRECTOR OF WATER AND ELECTRIC'S RESPONSIBILITY AND AUTHORITY:

All work shall be done under the general supervision of the Village Director of Water and Electric, or designated inspector. The Director of Water and Electric shall decide any and all questions which may arise as to the quality and acceptability of material furnished, Work performed, rate of progress of Work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

2) DIRECTOR OF WATER AND ELECTRIC'S DECISIONS:

All claims of the Contractor, including requests for change orders, whether by addition to or subtraction from the Contract and/or payments thereunder, shall be presented to the Village Director of Water and Electric who shall render a decision in writing within a reasonable time. No such decision shall have any effect unless it be in writing and signed by the Director of Water and Electric.

3) SUSPENSION OF WORK:

The Director of Water and Electric shall have the authority to suspend the Work, wholly or in part, for such periods as the Director of Water and Electric may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the Work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operations without the Director of Water and Electric's permission.

4) INSPECTION OF WORK:

All materials and each part or detail of the Work shall be subject at all times to inspection by the Director Water and Electric or his designated inspector, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, Workmanship, and the diligent execution of the Contract.

5) EXAMINATION OF COMPLETED WORK:

All completed work will be inspected and accepted by the Director of Water and Electric. No completed Work will be covered up without inspection by the Director of Water and Electric or his designated inspector. Any Work so covered up shall be uncovered and restored by the Contractor wholly at their expense. No claim for extra payment will be considered and no extra payment will be made on this account.

6) CHARACTER OF WORKERS:

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or subcontractors or persons employed by subcontractors. All workers must have sufficient knowledge, skill and experience to perform properly the Work assigned to them. Any foreman or worker employed by the Contractor or subcontractor who, in the opinion of the Director of Water and Electric, does not perform the Work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Director of Water and Electric, be discharged immediately and shall not be employed again in any portion of the Work without the approval of the Director of Water and Electric.

7) CLEANING UP:

The Contractor shall remove from the Village's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operations or caused by their employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

Upon completion of the Work, the Contractor shall restore the Village's property, and any other public and private property affected by the Work.

8) WARNING SIGNS AND BARRICADES:

The Contractor shall take all necessary precautions for the protection of the Work site and of the safety of the public, and shall provide all signs, barricades warning lights, flagmen and such other protection or warning devices as may be warranted under the circumstances. Warning signs shall be of such size, shape, placement and illumination so as to provide reasonable advance warning, at all times of day and night, of where the construction, barricades or detours exist. All barricades, signs, and obstructions shall be protected and illuminated at night by amber warning lights which shall burn from sunset to sunrise.

VILLAGE OF WINNETKA, ILLINOIS

9) PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall at all times so conduct the Work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to insure the protection of persons and property in a manner satisfactory to the Director of Water and Electric. No road or street shall be closed to the public except with the permission of the Director of Water and Electric and proper governmental authority. Fire hydrants on or adjacent to the Work shall be kept accessible for fire-fighting equipment at all times.

10) LIQUIDATED DAMAGES:

It is agreed that time is of the essence on this contract, and that a failure on the part of the Contractor to complete the Work under this contract within the time specified will result in loss and damage to the village and that on account of the peculiar nature of such loss or damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof.

It is therefore agreed that in case the Contractor shall fail or neglect to complete the Work herein specified on or before the date herein fixed for completion together with any extensions of time which may be granted, the said Contractor shall and will pay to the village for each and every Working day the Contractor shall be in default in the time of completion of this contract the sum set forth below:

<u>Original Contract Amount</u>	<u>Amount of Liquidated Damages per Day</u>
More than \$ 2,000 and less than \$ 25,000	\$ 25.00
More than \$ 25,000 and less than \$ 50,000	\$ 50.00
More than \$ 50,000 and less than \$100,000	\$ 100.00
More than \$100,000 and less than \$250,000	\$ 250.00
More than \$250,000 and less than \$500,000	\$ 500.00
More than \$500,000	\$ 500.00

The above sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages which the Village will suffer by reason of such defaults, and not by way of a penalty.

In case the Contractor does not complete the Work covered by this Contract on or before the time specified herein for the completion of the said Work together with any extensions of time which may be granted, the Director of Water and Electric shall determine the number of days the Contractor is in default, and the decision of the Director of Water and Electric shall be final and binding upon both parties hereto. It is further agreed that if the Village shall accept any Work or make progress payments under this contract after any such default, such acceptance, payment or payments shall not in any respect constitute a waiver or modification of any of the provisions hereof, and particularly the provisions in regard to Liquidated Damages for delays.

11) RELEASE OF LIENS:

The Contractor shall deliver to the Village a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Village such amounts as the Village may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

12) ACCEPTANCE AND FINAL PAYMENT:

When the Contractor shall have completed the Work in accordance with the terms of the Contract Documents, the Director of Water and Electric shall certify an acceptance to the Village and approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions, less penalties for delays, and less previous payments made. The Contractor shall furnish evidence that the Contractor has fully paid all debts for labor, materials and equipment incurred in connection with the Work, following which the Village

VILLAGE OF WINNETKA, ILLINOIS

shall accept the Work and release the Contractor except as to the conditions of the Contract Bond, any legal rights of the Village, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the Work and approval of the final Request for Payment for the Director of Water and Electric to assemble and check the necessary data.

13) VENDOR QUALIFICATIONS:

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

END OF SPECIAL CONDITIONS

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VILLAGE OF WINNETKA, ILLINOIS

BID #015-027 SPECIFICATIONS

1. INTRODUCTION:

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary to the remove the existing ballast roof system and install modified bitumen roll roofing system.

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

2. BACKGROUND (PROJECT DESCRIPTION AND SCOPE OF WORK):

The Electric Plant is located at 725 Tower Road in Winnetka. The building encompasses generating units, auxiliary components/equipment and offices. Roofing areas associated with the project are not located directly above generating unit and consist of a ballast and membrane construction. The Village has chosen to upgrade the existing roof to a bitumen roll roofing system construction.

The scope of the work includes:

- 2.1 Removal of loose caulking material and re-caulking of all coping joints.
- 2.2 Removal and disposal of the roof surface (gravel, EPDM membrane, insulation).
- 2.3 Re-roofing with modified bitumen roll roofing.

3. DEMOLITION REQUIREMENTS:

- 3.1 Protect adjacent roof areas from damage.
- 3.2 Remove and dispose of all gravel ballast from roof.
- 3.3 Remove and dispose of EPDM membrane and insulation.
- 3.4 Remove all roof and wall flashings.
- 3.5 Remove the roof drain clamping ring and flashing.
- 3.6 Disposal of all debris.

4. CONSTRUCTION REQUIREMENTS:

- 4.1 Install lead flashing around roof drains/scuppers, where applicable.
- 4.2 Install a tapered ISO insulation system from wall joining to roof drains/scuppers.
- 4.3 Install and secure new insulation (9.0 R-value).

5. RE-ROOFING REQUIREMENTS:

- 5.1 Shall be constructed as per CertainTeed Flintlastic SA 2-Ply system.
 - 5.11 CertainTeed Flintlastic SA PlyBase (self-adhering).
 - 5.12 CertainTeed Flintlastic SA Cap, White, 4mil.
- 5.2 Reinstall roof drains, clamping rings.
- 5.3 Fabricate and install new wall counter flashings using 26-gauge color clad metals.
- 5.4 Flashing joining will be sealed with appropriate sealant.
- 5.5 See detailed finishing requirement: Referenced - CertainTeed Flintlastic SA, Typical Construction details - Flintlastic SA 2-Ply system.
- 5.6 Figure #1 - Wall Termination with Surface Mount Flashing.
- 5.7 Figure #2 - Drain Detail.
- 5.8 Figure #3 - Vent Pipe Collar Detail.

FIGURE #1 - WALL TERMINATION WITH SURFACE MOUNT FLASHING

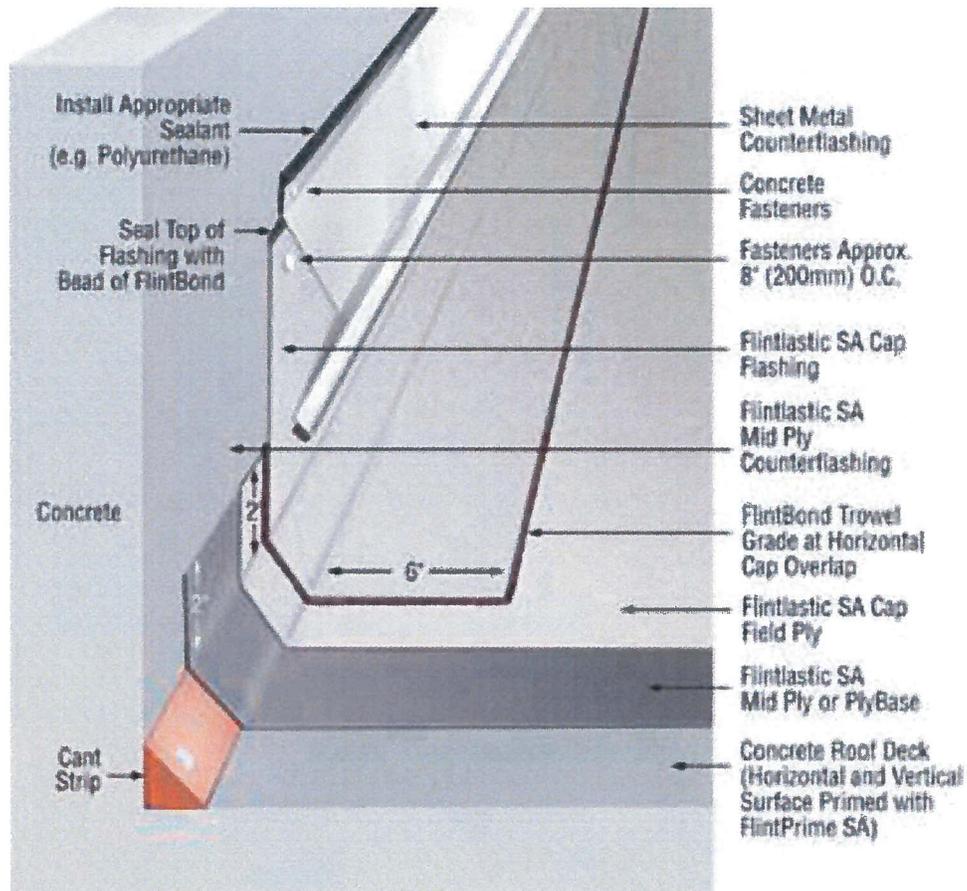


FIGURE #2 - DRAIN DETAIL

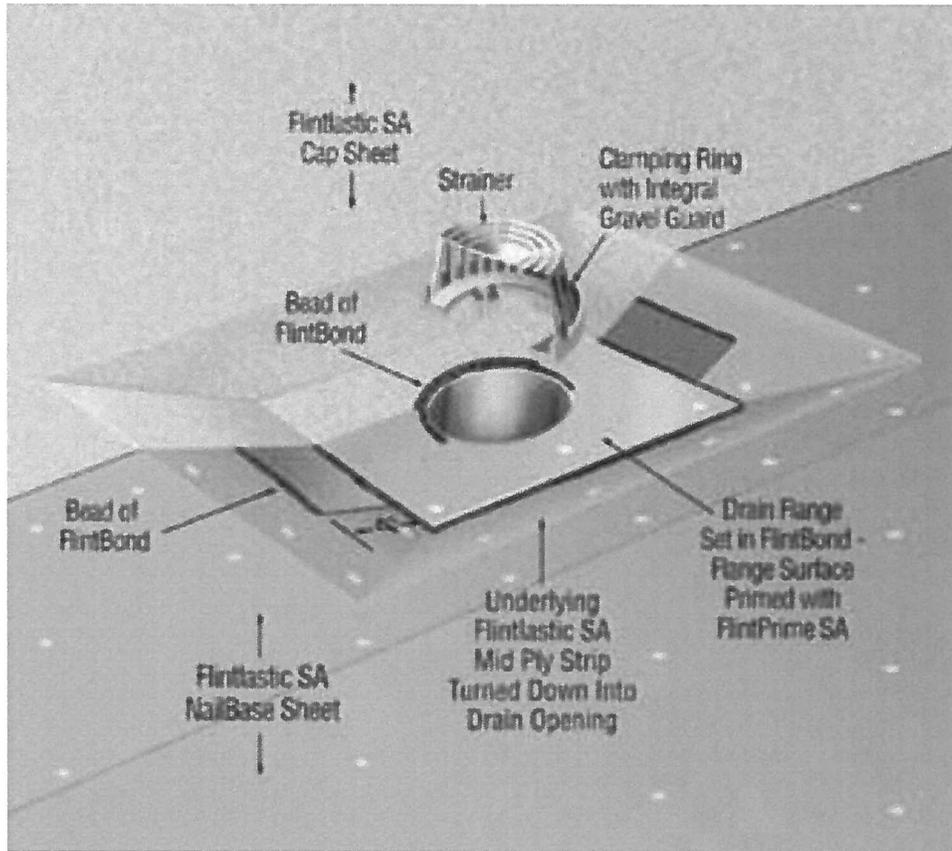
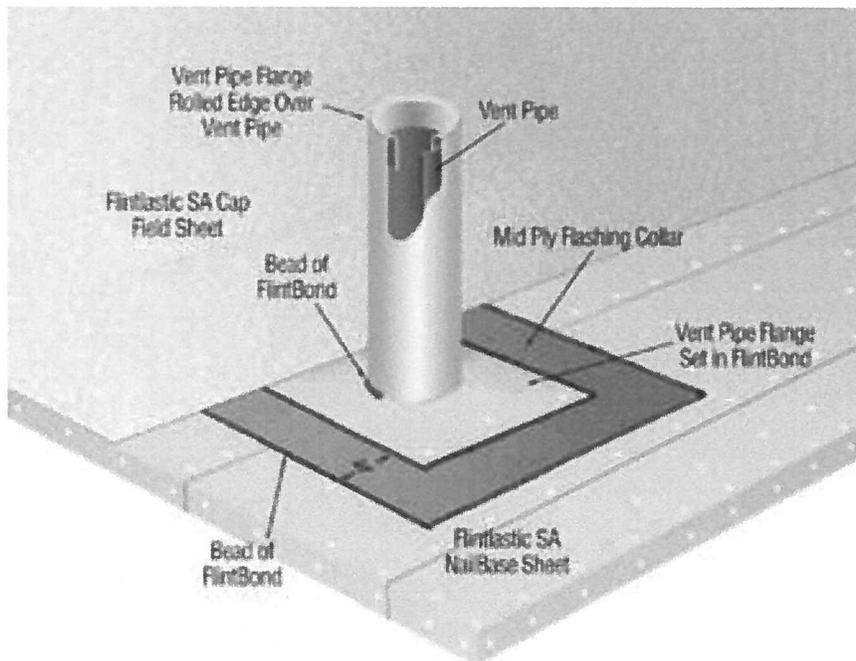


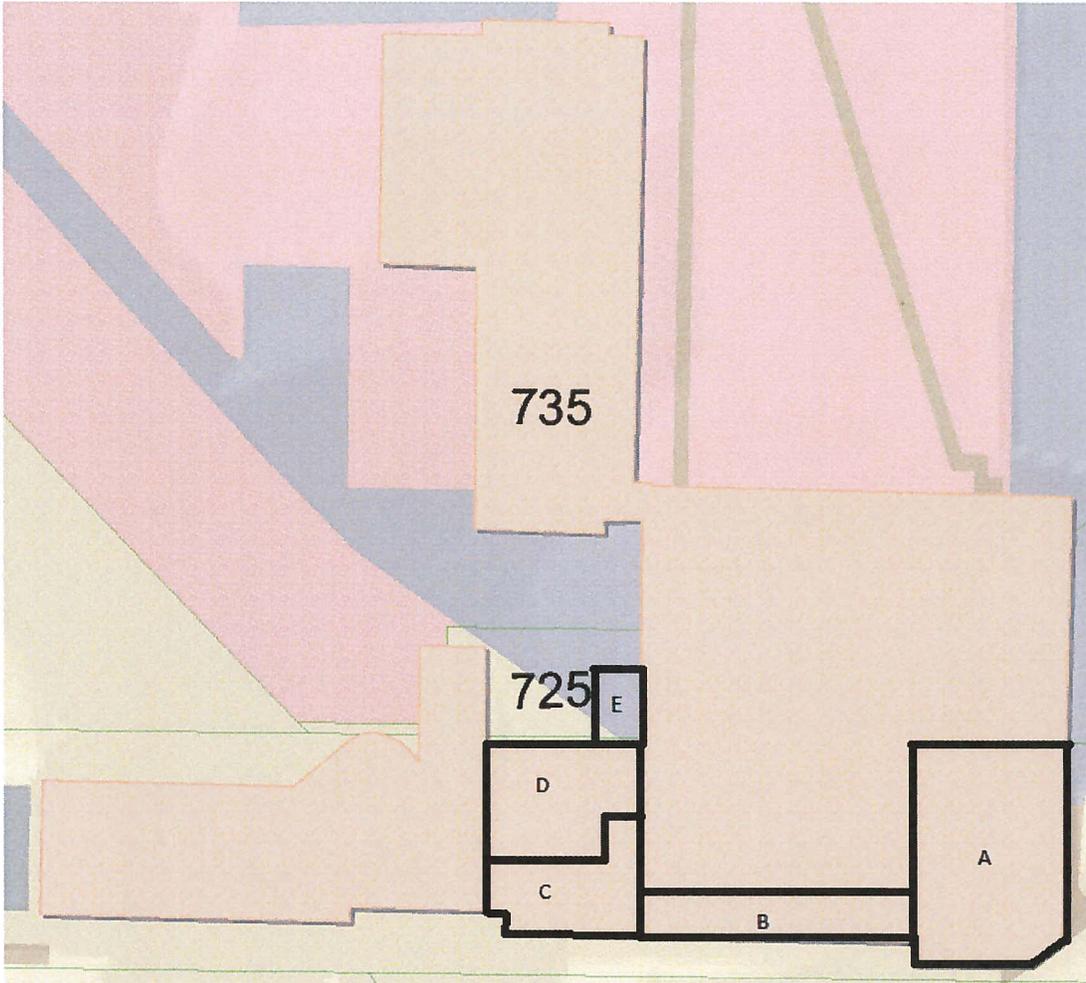
FIGURE #3 - VENT PIPE COLLAR DETAIL



VILLAGE OF WINNETKA, ILLINOIS

6. LOCATIONS:

- | | | |
|-----|-----------|--------------------------------|
| 6.1 | Section A | Approximate Area: 2420 Sq. Ft. |
| 6.2 | Section B | Approximate Area: 900 Sq. Ft. |
| 6.3 | Section C | Approximate Area: 904 Sq. Ft. |



7. WARRANTY:

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

- | | |
|-----|--|
| 7.1 | 5 year labor guarantee. |
| 7.2 | 10 year manufacturer's material warranty. |
| 7.3 | Any defects in material or workmanship appearing during this period shall be corrected with cost to the Village. |

VILLAGE OF WINNETKA, ILLINOIS

8. FEE PROPOSAL:

COMPANY NAME: Moister Project, Inc
CONTACT NAME: RYSZARD ZEJER
SIGNATURE: Ryszard Zejer
PHONE: 773-965-5656

Section of Roof	Approximate Area (square feet)	Cost
A	2,420	<u>56,000</u>
B	900	<u>14,000</u>
C	904	<u>14,000</u>

! Notes:

1. Quoted costs are to be all inclusive for equipment, forms, labor, material, tools, machinery, disposal, and incidentals for the completion of the project.
2. The Village reserves the right to reduce the work scope due to budgetary constraints.
3. All requests for change orders shall be submitted in writing to the Director of Water and Electric for approval. No invoices for additional work will be accepted without prior written approval.

END OF BID SPECIFICATIONS

The remainder of this page is intentionally left blank.

VILLAGE OF WINNETKA, ILLINOIS

**BID #015-027
BID FORM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	<i>Master Project, Inc</i>
Main Business Address	<i>4417 N. Melvina Ave</i>
	<i>C</i>
City, State, Zip Code	<i>Chicago, IL 60630</i>
Telephone Number	<i>773-965-5656</i>
Fax Number	<i>773-226-8780</i>
Bid Contact Person	<i>Ryszard Zejed</i>
Email Address	<i>masterproject@comcast.net</i>

TO: Village of Winnetka

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

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

Ryszard Zejed
(President or Partner)

Arthur Wolan
(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Financial Services Coordinator, Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, _____, and _____ issued thereto;

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

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

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

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

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

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

BID AWARD CRITERIA:

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

TOTAL BID AMOUNT:

\$ 84,000 Total (in figures)

Eighty Four Thousand Dollars and 00 Cents. (Print or Type)

DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER

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

X Dussard Leev - President (Signature and Title)

CORPORATE SEAL (If available)



BID MUST BE SIGNED AND NOTARIZED FOR CONSIDERATION

Subscribed and sworn to before me this 15 day of March AD, 2016

Lidia Wolan (Notary Public)

My Commission Expires



VILLAGE OF WINNETKA, ILLINOIS

BONDING AND INSURANCE REQUIREMENTS

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

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

INSTRUMENT DEFINITIONS

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

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

INSURANCE REQUIREMENTS

Section 1 GENERAL

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

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

Section 2 WORKER'S COMPENSATION

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

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

Section 3 GENERAL LIABILITY INSURANCE

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

Section 4 AUTOMOBILE LIABILITY INSURANCE

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

Section 5 AMOUNT OF INSURANCE

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

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

Section 6 CERTIFICATES OF INSURANCE

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

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

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Section 7 INDEMNITY

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

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

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

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VENDOR COMPLIANCE AFFIDAVIT

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

Section 1: BID RIGGING AND ROTATING

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

Section 2: TAX COMPLIANCE

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

Section 3: EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this contract, the contractor agrees:

VILLAGE OF WINNETKA, ILLINOIS

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

Section 4: ILLINOIS DRUG FREE WORK PLACE ACT

The undersigned will publish a statement:

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

VILLAGE OF WINNETKA, ILLINOIS

4. Establishing a drug free awareness program to inform employees about:
 - i. The dangers of drug abuse in the work place;
 - ii. The policy of maintaining a drug-free work place;
 - iii. Any available drug counseling, rehabilitation or employee assistance programs;
 - iv. The penalties that may be imposed upon an employee for drug violations.
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Village of Winnetka, and shall post the statement in a prominent place in the work place.
6. The undersigned will notify the Village of Winnetka within ten (10) days of receiving notice of an employee's conviction.
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place he shall:
 - i. Take appropriate action against such employee up to and including termination;
 - or
 - ii. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health department, law enforcement, or other appropriate agency.

Section 5: SEXUAL HARASSMENT POLICY

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

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

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

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Section 6: VENDOR INFORMATION

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

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

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

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

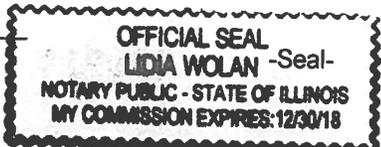
IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS PROPOSAL.

CONTRACTOR SIGNATURE: Ryszard Zejer

NAME: RYSZARD ZEJER TITLE: PRESIDENT
(Print or type)

Subscribed and sworn to me this 15 day of March, 2016, A.D.

By: Lidia Wolan
(Notary Public)



VILLAGE OF WINNETKA, ILLINOIS

REFERENCES

The vendor must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If bidder is a new business, provide references that will enable the Village to determine if bidder is responsible.

COMPANY NAME:	Quality Plumbing Services, Inc
ADDRESS:	310 S. La Lande
	Addison, IL
CONTACT PERSON:	John Schiavone
TELEPHONE NUMBER:	847-259-0200

COMPANY NAME:	Pool House Renovation
ADDRESS:	8807 Golf Road
	Niles, IL 60714
CONTACT PERSON:	Michael Gaymon
TELEPHONE NUMBER:	224-628-6422

COMPANY NAME:	Roosevelt Middle School
ADDRESS:	7560 Oak Ave
	River Forest, IL 60305
CONTACT PERSON:	Chuck Crowley
TELEPHONE NUMBER:	847-980-4598

COMPANY NAME:	Brooks Elementary School
ADDRESS:	2700 Stonebridge
	Aurora, IL 60502
CONTACT PERSON:	Toni Loden
TELEPHONE NUMBER:	312-464-1444

STATE THE NUMBER OF YEARS IN BUSINESS:	17
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	6

VILLAGE OF WINNETKA, ILLINOIS

OFFEROR'S SUBCONTRACTORS (IF APPLICABLE)

FULL NAME OF BIDDER:	<i>Masten Project, Inc</i>
CONTACT PERSON:	<i>Ryszard Zejv</i>

SUBCONTRACTORS:

A. Will you employ subcontractors? (YES) (NO)

B. If "YES", identify with each firm's name, address, telephone number and work to be subcontracted:

COMPANY NAME:	<i>BD Concrete, Inc</i>
ADDRESS:	<i>1938 N. Sayre</i>
	<i>Chicago, IL 60707</i>
CONTACT PERSON:	<i>Bogdan Domanski</i>
TELEPHONE NUMBER:	<i>773-879-4266</i>
WORK TO BE PROVIDED:	<i>Concrete work.</i>

COMPANY NAME:	<i>AK Sheet Metal & Roofing, Inc</i>
ADDRESS:	<i>1845 N. Laclaire Ave</i>
	<i>Chicago, IL 60639</i>
CONTACT PERSON:	<i>Mitch Kasperch</i>
TELEPHONE NUMBER:	<i>773-220-0633</i>
WORK TO BE PROVIDED:	<i>Roofing Flashings</i>

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COMPANY NAME:	
ADDRESS:	N/A
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	N/A
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

The Contractor will not change or use subcontractors not identified in this proposal without prior written approval from the Village of Winnetka.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the Village of Winnetka.

FAILURE TO PROVIDE SUBCONTRACTORS MAY BE JUST CAUSE FOR REJECTION OF OFFEROR'S PROPOSAL.



VILLAGE OF WINNETKA

Incorporated in 1869

MARCH 14TH, 2016

**ADDENDUM NO. 1
REQUEST FOR BIDS
2016 ELECTRIC PLANT ROOF REPLACEMENT
RFB #015-027
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified as follows:

Q. Have the general specifications (i.e. material type, etc.) changed since the 2015 Roof Replacement bid?

A. No, we are requesting the same style of roof and materials.

Q. What area will require concrete repair?

A. As identified in the pre-bid walkthrough, concrete repair is required in Section A. Please ensure that bid prices for Section A reflect the concrete repair that was identified by Staff.

Q. Please identify who will be responsible for lifting the A/C units in Section A.

A. Plant Staff will lift A/C units so that roofing can be installed underneath.

Q. Is there a project timeframe?

A. All work to be performed between the period of May 1st, 2016-September 30th, 2016. Work hours shall be 7:00am-7:00pm, Monday-Friday; 9:00am to 6:00pm on Saturday, and no work on Sundays.

Q. Is the flashing part of the roofing materials to be replaced?

A. Yes, as specified in the bid document.

Nicholas A. Mostardo
Financial Services Coordinator

Note to Vendors: Please remember to acknowledge receipt of this addendum by marking the appropriate section on the "BID FORM" included with the RFB document (Pages 18-19). Bids may be rejected if this task is not completed.

510 Green Bay Road, Winnetka, Illinois 60093



Agenda Item Executive Summary

Title: Ordinance No. M-7-2016: 1112 Willow Road, Winnetka School District 36, Special Use Permit and Variation (Introduction/Adoption)

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date: 04/19/2016

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

Consent: YES NO

Item History:

None

Executive Summary:

Winnetka School District 36 is requesting a Special Use Permit and variation in order to install two modular units that would result in a west side yard setback of 6 ft., whereas a minimum of 12 ft. is required, a variation of 6 ft. (50%). The two modular units would be located southwest of the existing school and painted a color to match the existing school brick. Each unit would house two classrooms. The installation of the units would be in two phases with “Modular Unit A” installed this summer and “Modular Unit B” installed, if needed, in the summer of 2017. District 36 anticipates using the modular unit(s) for four years. The District has indicated that they intend to have a three year lease with a one year option for “Modular Unit A” and a two year lease with a one year option for “Modular Unit B.” The terms of the leases would expire concurrently.

The Design Review Board (DRB) first considered the application at its meeting on February 18, 2016 and continued the matter to allow the applicant to develop more detailed plans to help obscure the proposed modular units. A revised landscape plan was submitted for review by the DRB at its meeting on March 17, 2016. With a vote of 4 to 0, the DRB recommended approval of the application.

The Plan Commission considered the application at its meeting on February 24, 2016 and voted unanimously to find the request consistent with the Comprehensive Plan.

The Zoning Board of Appeals considered the application at its meeting on March 14, 2016. With a vote of 5 to 0, the Board recommended approval of the variation and the special use, with a recommendation that the use of the modular units be limited to four years.

Recommendation:

Consider introduction of Ordinance No. M-7-2016, granting a Special Use Permit and a side yard setback variation to allow Winnetka School District 36 to install two modular units at 1112 Willow Road.

Or

Consider waiving introduction of Ordinance No. M-7-2016 and consider adoption, granting a Special Use Permit and a side yard setback variation to allow Winnetka School District 36 to install two modular units at 1112 Willow Road.

Attachments:

- Agenda Report
- Attachment A: Zoning Matrix
- Attachment B: Ordinance No. M-7-2016
- Attachment C: Application Materials
- Attachment D: Excerpts of draft February 18, 2016 and draft March 17, 2016 DRB meeting minutes
- Attachment E: Excerpt of draft February 24, 2016 PC meeting minutes
- Attachment F: Public Correspondence

AGENDA REPORT

TO: Village Council

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

SUBJECT: 1112 Willow Rd, Crow Island School, Ord. M-7-2016
(1) Special Use Permit
(2) Variation: Side Yard Setback

DATE: April 7, 2016

Ordinance M-7-2016 grants a Special Use Permit to Winnetka School District 36, in accordance with Section 17.56.010 and a variation from Section 17.30.060 [Side Yard Setback] of the Winnetka Zoning Ordinance to permit the installation of two modular units that would result in a west side yard setback of 6 ft., whereas a minimum of 12 ft. is required, a variation of 6 ft. (50%).

Schools are permitted within residentially zoned areas, but are classified as a “Special Use” in order to allow for the evaluation of proposed modifications. Establishment or the alteration of Special Uses is subject to review by the Plan Commission, Zoning Board of Appeals, and Design Review Board, with final jurisdiction by the Village Council.

Summary of Improvements

Building Improvements: As proposed, two modular units would be located southwest of the existing school and painted a color to match the existing school brick. Each unit would house two classrooms. The installation of the units would be in two phases with “Modular Unit A” installed this summer and “Modular Unit B” installed, if needed, in the summer of 2017. District 36 anticipates using the modular unit(s) for four years. The District has indicated that they intend to have a three year lease with a one year option for “Modular Unit A” and a two year lease with a one year option for “Modular Unit B.” The terms of the leases would expire concurrently.

In addition to the Special Use Permit, a variation is required to allow the modular units to encroach the minimum required side yard setback of 12 ft. from the west property line. The units themselves would be setback 10 ft. from the west property line. However, the two exterior entrances on the west elevation of “Modular Unit A” would extend an additional 4 ft. from the west wall of the unit. Therefore, the proposed setback is considered to be 6 ft. As represented on the attached zoning matrix (Attachment A), with the exception of the side yard setback, the proposed modular units comply with the zoning regulations.

Landscaping: In response to neighbors’ concerns related to the perimeter landscaping of the site as well as the sight visibility lines of the proposed modular units, District 36 has contracted with a landscape architect and supplied a plan which details proposed maintenance of existing berms and existing plantings. Additionally, new plant material is proposed along both the Mt. Pleasant and Glendale frontages. The landscape plan details new perimeter plantings along the site’s south and east boundaries.

Lighting: Lighting would be provided through a combination of existing pole mounted fixtures, supplemented by lights at each entry and on the underside of a covered canopy connecting the modular units to the main school building.

The property is located in the R-2 Single Family Residential zoning district. Construction of the school began in late 1939. Over the years additions and modifications have been made to the school. In 1990 the school was designated a National Historic Landmark. The school is not a local landmark and therefore does not require review by the Landmark Preservation Commission.

There are four previous zoning cases for the subject site. In April 2002 the Village Council adopted Ordinance M-11-2002 granting a Special Use Permit, and front and side yard setback variations, to permit the installation of new playground equipment and play surfaces in the northwest and southwest playgrounds. In June 2002 the Council adopted Ordinance M-16-2002 granting a Special Use Permit and a front setback variation to permit the installation of new playground equipment in the playground south of the school and along the east property line. In June 2003 the Council adopted Ordinance M-22-2003 granting a Special Use Permit and a front setback variation to permit the installation of new playground equipment in the northeast playground. Lastly, in 2012 Winnetka School District 36 and the Winnetka Park District filed, and subsequently withdrew, a Special Use Permit to allow additional parking for the Crow Island Campus on both properties and within the public right-of-way on Mt. Pleasant Rd.

Recommendation of Advisory Boards

The Design Review Board (DRB) first considered the application at its meeting February 18, 2016 and continued the matter to allow the applicant to develop more detailed plans to help obscure the proposed modular units. A revised landscape plan was submitted for review by the DRB at its meeting March 17, 2016. With a vote of 4 to 0, the DRB recommended approval of the application (Attachment D).

The Plan Commission considered the application at its meeting February 24, 2016 and voted unanimously to find the request consistent with the Comprehensive Plan (Attachment E).

The Zoning Board of Appeals considered the application at its meeting March 14, 2016. With a vote of 5 to 0, the Board recommended approval of the variation and the special use, with a recommendation that the use of the modular units be limited to four years.

Recommendation

Consider introduction of Ord. M-7-2016, granting a Special Use Permit and a side yard setback variation to allow Winnetka School District 36 to install two modular units at 1112 Willow Rd.

Or

Consider waiving introduction of Ord. M-7-2016 and consider adoption, granting a Special Use Permit and a side yard setback variation to allow Winnetka School District 36 to install two modular units at 1112 Willow Rd.

Attachments

Attachment A: Zoning Matrix

Attachment B: Ordinance M-7-2016

Attachment C: Application Materials

Attachment D: Excerpts of draft February 18, 2016 and draft March 17, 2016 DRB meeting minutes

Attachment E: Excerpt of draft February 24, 2016 PC meeting minutes

Attachment F: Public Correspondence

ATTACHMENT A

ZONING MATRIX
(Revised 04.06.2016)

ADDRESS: 1112 Willow Rd. (Crow Island School)
CASE NO: 16-05-SU
ZONING: R-2

ITEM	REQUIREMENT	EXISTING	PROPOSED	TOTAL	STATUS
Min. Lot Size	25,200 SF	239,872 SF	N/A	N/A	OK
Min. Average Lot Width	115 FT	321.85 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	59,968 SF (1)	49,811 SF	4,856.2 SF	54,667.2 SF	OK
Max. Gross Floor Area	56,985.56 SF (1)	51,825 SF	3,861.2 SF	55,686.2 SF	OK
Max. Impermeable Surface	119,936 SF (1)	113,206 SF	4,115.2 SF	117,321.2 SF	OK
Min. Front Yard (North)	50 FT	31.57 FT (2)	N/A	N/A	EXISTING NONCONFORMING
Min. Corner (Front) Yard (East)	50 FT	50.32 FT (2)	N/A	N/A	OK
Min. Front Yard (South)	50 FT	(+) 50 FT	N/A	N/A	OK
Min. Side Yard (West)	12 FT	9.44 FT	6 FT	N/A	6 FT (50%) VARIATION

NOTES:

(1) Based on actual lot area of 239,872 s.f.

(2) Setback to building. Existing playgrounds encroach the required 50 ft. setback.

ATTACHMENT B

ORDINANCE NO. M-7-2016

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND
A VARIATION FROM THE WINNETKA ZONING ORDINANCE
FOR THE CONSTRUCTION OF TWO TEMPORARY CLASSROOM STRUCTURES
(1112 Willow Road)**

WHEREAS, Winnetka Public School District No. 36 ("*Applicant*") is the record title owner of the parcel of real property commonly known as 1112 Willow Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, the Subject Property is improved with buildings and structures known as the Crow Island School ("*School*"); and

WHEREAS, the Applicant desires to construct on the Subject Property two temporary structures for use as classrooms at the School ("*Proposed Improvements*"); and

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

WHEREAS, pursuant to Section 17.30.060 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), the Subject Property may not have a side-yard setback of less than 12 feet; and

WHEREAS, the Applicant desires to construct the Proposed Improvements with a side-yard setback of six feet in the side yard located adjacent to the west property line of the Subject Property, in violation of Section 17.30.060 of the Zoning Ordinance; and

WHEREAS, pursuant to Section 17.24.020 of the Zoning Ordinance, the operation of an elementary school is not permitted within the R-2 District without a special use permit; and

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

WHEREAS, the Applicant filed an application for: (i) a variation from Section 17.30.060 of the Zoning Ordinance to permit the construction of the Proposed Improvements with a side-yard setback of six feet in the side yard located adjacent to the west property line of the Subject Property ("*Variation*"); and (ii) a special use permit pursuant to Section 17.24.020 and Chapter 17.56 of the of the Zoning Ordinance to allow construction of the Proposed Improvements and enlargement of the School ("*Special Use Permit*") (collectively, the Variation and the Special Use Permit are the "*Requested Relief*"); and

WHEREAS, on March 14, 2016, after due notice thereof, the Zoning Board of Appeals ("*ZBA*") conducted a public hearing on the Requested Relief and, by the unanimous vote of the five members then present, recommended that the Council of the Village of Winnetka ("*Village Council*") approve the Requested Relief; and

WHEREAS, pursuant to Chapters 17.56 and 17.60 of the Zoning Ordinance, the ZBA heard evidence and made certain findings in support of recommending approval of the Requested Relief, which findings are set forth in the ZBA public hearing minutes attached to and, by this reference, made a part of this Ordinance as **Exhibit B**; and

WHEREAS, on February 24, 2016, after due notice thereof, the Plan Commission met to consider whether approval of the Requested Relief is consistent with "Winnetka 2020," the Winnetka comprehensive plan ("**Comprehensive Plan**"), and found, by the unanimous vote of the eight members then present, that approval of the Requested Relief is consistent with the Comprehensive Plan; and

WHEREAS, on February 18, 2016 and March 17, 2016, after due notice thereof, the Design Review Board met to consider the Requested Relief and, by unanimous vote of the four members then present, recommended that the Village Council approve the Requested Relief; and

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

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

WHEREAS, the Village Council has determined that approval of the Requested Relief for the construction of the Proposed Improvements on the Subject Property is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF SPECIAL USE PERMIT. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Special Use Permit is granted, pursuant to Chapter 17.56 and Section 17.12.020 of the Zoning Ordinance and the home rule powers of the Village, to allow construction of the Proposed Improvements and enlargement of the School on the Subject Property.

SECTION 3: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Variation is granted to allow construction of the Proposed Improvements on the Subject

Property, pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. Commencement of Construction. The Applicant must commence the construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance.
- B. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvements on the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. Compliance with Plans. The development, use, and maintenance of the Proposed Improvements at the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards:
 - 1. The Overall Site Plan prepared by Green Associates, consisting of one sheet, and dated January 29, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**;
 - 2. The Existing Site Plan prepared by Green Associates, consisting of one sheet, and dated January 29, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit D**;
 - 3. The Proposed Site Plan prepared by Green Associates, consisting of one sheet, and dated February 9, 2016, a copy of which is

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

4. The Modular Unit Floor Plan prepared by Green Associates, consisting of one sheet, and dated January 29, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit F**;
5. The Modular Unit Elevations prepared by Green Associates, consisting of one sheet, and dated January 29, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit G**;
6. The East Site Elevation prepared by Green Associates, consisting of one sheet, and dated January 29, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit H**;
7. The South Site Elevation prepared by Green Associates, consisting of one sheet, and dated January 29, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit I**;
8. The Overall Site Plan – Context prepared by KM Talty Design, consisting of one sheet, and dated March 15, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit J**;
9. The South Berm Landscape Plan prepared by KM Talty Design, consisting of one sheet, and dated March 15, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit K**; and
10. The Drop-Off Area Landscape Plan prepared by KM Talty Design, consisting of one sheet, and dated March 15, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit L**.

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

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

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

SECTION 7: AMENDMENT OF VARIATION AND SPECIAL USE PERMIT.

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

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

SECTION 9: EFFECTIVE DATE.

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

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

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

[SIGNATURE PAGE FOLLOWS]

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: April 19, 2016

Passed and Approved: _____, 2016

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

That part of vacated Glendale Avenue and of the East 13.00 Feet of Lots 37 to 47, inclusive, in Block 1 in Vernamo, being a subdivision of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian and the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, Township 42 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded October 30, 1891 as Document Number 1560706, bounded and described as follows: Beginning at a point on the East line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 20, 222.33 Feet South of the Northeast corner thereof; thence South along said East line, 250.00 Feet; thence West at right angles to said last described East line, 46.00 Feet; thence North parallel with the East line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 20, 250.00 Feet; thence East 46.00 Feet to the point of beginning, in Cook County, Illinois.

Together with:

Lots 48 to 70, both inclusive and the East 17.0 Feet of vacated Glendale Avenue, lying West of and adjoining Lots 61 to 70, both inclusive, in Alles' Sunset Subdivision of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded July 2, 1926 as Document Number 9327144, in Cook County, Illinois.

Commonly known as: Crow Island School, 1112 Willow Road, Winnetka, Illinois.

EXHIBIT B

MARCH 14, 2016 PUBLIC HEARING MINUTES OF THE ZBA

WINNETKA ZONING BOARD OF APPEALS

MARCH 14, 2016

EXCERPT OF MINUTES

Zoning Board Members Present: Joni Johnson, Chairperson
Mary Hickey
Thomas Kehoe
Kathleen Kumer
Carl Lane

Zoning Board Members Absent: Chris Blum
Mark Naumann

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

Case No. 16-05-SU: 1112 Willow Road, Crow Island School
Winnetka School District 36
Special Use Permit
1. Modular Classrooms
Variation by Ordinance
1. Side Yard Setback

**1112 Willow Road, Crow Island School, Winnetka School District 36, Case No. 16-05-SU –
Modular Classrooms and Variation by Ordinance – Side Yard Setback**

Mr. D’Onofrio read the public notice. The purpose of this hearing is to hear testimony and receive public comment regarding a request by Winnetka School District 36 for Crow Island School, located at 1112 Willow Rd., concerning a Special Use Permit in accordance with Section 17.56.010 and a variation by Ordinance from Section 17.30.060 [Side Yard Setback] of the Winnetka Zoning Ordinance to permit the installation of modular classrooms that would result in a west side yard setback of 6 ft., whereas a minimum of 12 ft. is required, a variation of 6 ft. (50%).

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

Trisha Kocanda introduced herself to the Commission as the Superintendent of the Public Schools as well as Greg Kurr, the District CFO and Carol Pugh, the project architect. She stated that she would provide a brief overview of the rationale as to why they are asking for modular

classrooms. Ms. Kocanda informed the Board that she would review a presentation which was shared with the community and neighbors in the process in order to make sure that there is a consistent message. She also stated that they began by having six sessions which were offered to parents and neighbors and that they wanted to be proactive in terms of communication and for the community to be well aware of the need and why they are asking for the units.

Ms. Kocanda stated that with regard to their educational programming, although there are 150 more children than at Greeley and Hubbard Woods, she described their program as a wonderful educational program. She stated that the children at Crow Island have access to all of the instructional programming, specials and services, etc. and that the class guidelines that they have at the school district are in place at Crow Island. Ms. Kocanda stated that they cap their K-1 and K-2 classes at 20 students, K-3 and K-4 at 21 and that they have a wonderful, supportive community at Crow Island and a beautiful facility.

Ms. Kocanda then stated that with regard to space constraints, there are 91 first graders which required five classroom sections once they apply the section guidelines. She stated that as a school district, the students have a similar experience with special classes, art, music, etc. and that for every extra section they have, it adds 13 sections of specials per week which required space to hold those classes. Ms. Kocanda also stated that they have a mandated state program called Response to Intervention which allowed them to intervene on the behalf of children before they would need special services. She stated that the Response to Intervention program does require small group space for the children. Ms. Kocanda stated that they have different demands on their space given their recent commitment to having an assisted specials program across the district as well as Response to Intervention.

Ms. Kocanda then informed the Board that they knew that the first grade size would be rather large and that they moved the classes' two programs out of the school into other places in the district. She stated that with 91 first graders, things do not always go as planned and that things are very tight and noted that they have eight teachers who provide special services to students in one classroom.

Ms. Kocanda informed the Board that they are looking at longer term solutions. She then stated that before they commit to any of these, they had to evaluate the financial and emotional cost and that they wanted to have that extra time to engage. Ms. Kocanda stated that they could either wait for the self-correction of enrollment, investigate school boundary shifts or invest in building new construction, all of which require more time.

Ms. Kocanda then stated that as to why they want short term solutions, they need immediate relief now. She informed the Board that the enrollment is projected to decrease and that the short term solution would allow greater time for study. Ms. Kocanda then stated they are exploring whether to invest in extended day kindergarten and that decision would be made by the School Board in May. She stated that they are asking for two phases of temporary classrooms with the first phase to take place in the summer with two classrooms which would provide space for immediate relief. Ms. Kocanda then stated that with regard to the second phase, if the School Board approved extended day kindergarten and extended day kindergarten in three schools, they would add the second unit with two classrooms next summer. She also referred the Board to the

drawings and applications for both phases.

Chairperson Johnson asked if they are not proposing both modular units and just one for now. She also asked if they did not want to come back if they determined that they needed the second one.

Ms. Kocanda confirmed that is correct.

Mr. Lane asked if one unit would contain two classrooms.

Ms. Kocanda responded that is correct. She also stated that it would be for music and Spanish and that it would also be air conditioned.

Greg Kurr stated that you can see the units in the slides and reiterated that each unit would have two classrooms. He stated that ultimately, they are considering four classrooms and that they are starting with two. Mr. Kurr then stated that in connection with the timeline, for the summer, the plan is putting the A unit in an area he identified in the illustration at the southwest corner of Crow Island and that the B unit would go in the other direction from east to west.

Mr. Kurr then stated that with regard to amenities, the external planting, landscaping and air conditioning was discussed with the parents and neighbors. He also stated that with regard to safety, the units would be equipped with communications, utilities, etc. which are regulated by the Illinois School Code and Village standards. Mr. Kurr added that they are planning on sprinkling the units. He then referred the Board to a diagram of what the units would look like. Mr. Kurr stated that the two units would be connected by a walkway with a canopy and that the installation plan met the code of the Village and the Illinois School Code.

Mr. Kurr went on to state that in engaging with the parents, they talked to the general consensus as to the fact that there is a space need. He indicated that there are different viewpoints on extended day kindergarten. Mr. Kurr noted that the bigger issue was landscaping with the neighbors and that they would come up with a plan agreement with them.

Mr. Kurr then stated that with regard to the timetable, there have been meetings with the Village and that they would come back to the DRB because of landscaping and the surrounding areas and then on to the Village Council.

Mr. Kehoe stated that he was there Saturday with his grandchildren and noted the proximity to the closest neighbor at the southwest corner.

Mr. Kurr indicated that they spoke to the Glendale neighbors and that there was minimal attendance. He also referred to the Mt. Pleasant neighbors. Mr. Kurr then asked if there were any other questions.

Carol Pugh introduced herself to the Board as the architect and stated that she would tell the Board why the modular units would be where they are and why they are asking for a variance. She informed the Board that the units would be located at the southwest corner by the wing of

the school. Ms. Pugh also stated that they looked at various other locations and that with regard to the northwest side, the neighbors asked that they be located on the other side. She noted that is not the school's property and that it is the Park District property as well as the fact that it is in the 100 year flood plain. Ms. Pugh stated that they cannot put the modular units in the flood plain. She also stated that they cannot be placed in the front of the building.

Ms. Pugh then stated that with regard to Glendale, there is no room there and that they have to keep the required 35 feet from the building. She also stated that location would be obvious to the neighbors and that for the southeast corner, they would lose play space and access in and out.

Ms. Pugh also stated that with regard to locating them in between the two wings of the school, there is not 35 feet from each building. She indicated that left them with the southwest corner which is more obscure from the community as a whole and that although Glendale would see them, that is the best location. Ms. Pugh also referred to the 35 foot requirement from the IBC building code and that the modular units have to be kept away from the building unless they are sprinklered but added that they would be sprinklered. She also stated that there is a fire wall on the south wall which will be kept at 15 feet from the building and that in any other location, it would have to be 35 feet.

Ms. Pugh then stated that with regard to the reason for the variation for the side setback, she referred the Board to an illustration of the configuration for modular units A and B. She noted that they would have an L shaped configuration and that they would be nestled among the trees. Ms. Pugh informed the Board that they wanted to stay away from a 30 inch tree as well as another tree and identified the trees in an illustration for the Board. She noted that they were held at 10 feet off of the Park District property. Ms. Pugh informed the Board that the modular unit itself is at 10 feet and that the emergency exits are 4 feet closer which is why they need the variation. She also stated that all of the children would come out of one end and door on the east side. Ms. Pugh added that there would be ADA accessibility as well. She then stated that if modular unit B is installed in 2017, it would run in an east-west position in order to save green space and that it would have the same distance off of the property line which is the rationale as to where they are located and why they are located there. Ms. Pugh also referred the Board to an illustration of the landscaping plans and stated that they would come up with a plan for Glendale and Mt. Pleasant.

Ms. Kocanda added that it would be considered by the School Board tomorrow.

Chairperson Johnson asked if there are berms and landscaping on the perimeter.

Mr. Kurr and Ms. Kocanda confirmed that is correct.

Ms. Pugh then referred the Board to an aerial view which was not available at the DRB meeting. She also identified modular unit A and the landscaping. Ms. Pugh stated that they planned to clear the old landscaping and that it would be added in other areas.

Chairperson Johnson stated that with regard to the landscaping around the units, she stated that she is curious that if they are temporary, that would represent quite an investment.

Mr. Kurr stated that for the nature of the plantings, they have to be careful because of the size and duration and that they would be transplantable. He informed the Board that when the units come out, they would be put elsewhere on the property.

Ms. Pugh stated that there would be a combination of evergreens and seasonal color.

Mr. Lane referred to the long term timeline for the necessity for these. He then stated that in his experience when he grew up, they were called temporary classrooms and that they went up and never came down. Mr. Lane asked when would they make a long term decision.

Mr. Kurr stated that the first unit would have a three year lease option and that after three years, he referred to if any additional time is needed for the longer term plan. He also stated that redistricting is an option as well as the consideration of putting an addition on the school. Mr. Kurr then stated that because the school has historic value, the process that they would have to go through would take quite a while. He stated that is how the duration of the units would be determined.

Chairperson Johnson asked if with regard to the second one, if it is needed longer than three years.

Mr. Kurr responded that it is not and that the second unit would have a two year lease and a one year option. He noted that the terms would end concurrently. Mr. Kurr also stated that the Illinois School Board would monitor it as well as far as duration is concerned and that they have to report annually with regard to a longer term commitment and disposition plan.

Ms. Hickey stated that her children who attended Hubbard Woods grew up with temporary classrooms and that they are gone now.

Mr. Lane stated that with regard to the growth projection, the applicant said that it would decline and asked how confident are they with that projection.

Ms. Kocanda responded that there is an approved process for projection forecasting. She indicated that it is dependent on the housing market and birth rates. Ms. Kocanda then stated that years back, they have not looked at real estate movement as a predictor. She indicated that they are comfortable that for a net three years, they would be expecting a 2% decrease. Ms. Kocanda also stated that the piece that could shift is if the School Board approved extended day kindergarten and that because of that, they see a rebounding effect from enrollment. She added that families do not choose a school because they do not have extended day kindergarten.

Mr. Lane then referred to a letter from the neighbors and that concern in connection with safety. He stated that now, the units are not patrolled by the doors and referred to the difficulty getting into Crow Island. Mr. Lane asked how they planned to make sure that they would still be able to control the children exiting the school where they are supposed to be exiting.

Mr. Kurr informed the Board that there would be an electronic swipe entrance. He also stated that the use is for specials and older children. Mr. Kurr also stated that between the building

with the communication factor, there would be back and forth and assistance.

Ms. Kocanda confirmed that the students would be escorted in and out and with the use of walkie talkies. She stated that the ideal situation would be to have supervised transportation between the units.

Mr. Kurr also referred to the use of cameras.

Mr. Lane questioned the end of the school day.

Ms. Kocanda stated that they would exit near where they do now. She also stated that special classes would not let out at the end of the school day.

Chairperson Johnson asked if the pickup after school on Mt. Pleasant would not be blocked off.

Ms. Kocanda confirmed that there would be supervision out there. She noted that the vehicles go down Glendale to Mt. Pleasant.

Ms. Kumer asked if they would not be changing the traffic pattern.

Ms. Kocanda confirmed that is correct.

Chairperson Johnson asked if there were any other questions.

Ms. Hickey questioned the agreement with the Park District.

Mr. Kurr informed the Board that the original plan was for two units to be located together which would have encroached on their property. He stated that there was an agreement with the Park District Board and that in a letter follow-up, it was determined that there was not any setback issue with them.

Chairperson Johnson suggested that the applicant take that letter out of the packet since the units would not be located on Park District property.

Ms. Kumer stated that with regard to extended day kindergarten and the second modular, would that only be at Crow Island.

Ms. Kocanda responded that the other schools have capacity for extended day kindergarten.

Ms. Kumer then asked if they addressed putting the modular units in between the wings.

Ms. Pugh clarified in an illustration for the Board why that alternative would not work. She stated that there is 80 feet in width which is not enough room and that the units are 24 feet wide.

Ms. Kumer asked if they had the leased units yet.

Mr. Kurr stated that they did not.

Chairperson Johnson asked if there were any other questions. She stated that it was mentioned that they might add sidewalks.

Ms. Pugh noted that the units would be located on the asphalt and that they would add a sidewalk for the emergency exit doors.

Chairperson Johnson asked if the current permeability matrix accounted for the sidewalks they would be adding.

Ms. Pugh confirmed that is correct.

Chairperson Johnson asked if that is for both units.

Ms. Pugh confirmed that is correct and that the calculation is for both units.

Chairperson Johnson then stated that they would be adding lights and asked if there would be any glare.

Ms. Pugh identified one light pole which would be 12 feet in height and confirmed that the light would shine down. She also stated that the units would have lights at each door and that there is an existing tall pole behind one unit which shined down for the playground. Ms. Pugh also stated that they would add lighting underneath the covered canopy.

Chairperson Johnson asked if the DRB looked at it.

Ms. Pugh confirmed that it is in their packet of materials. She confirmed that there is a light at the exit door already.

Chairperson Johnson asked if there were any other questions.

Mr. Lane stated that he is concerned with the length of time.

Chairperson Johnson stated that when it moves forward, they should swap out the letters and that otherwise, it is confusing. She then called the matter in for discussion. Chairperson Johnson noted that the request is for a variation and special use.

Ms. Kumer stated that she had no issues with the variation.

Chairperson Johnson stated that since they are asking for two units and might not need one, if the recommendation should include the condition that the applicant come back when and if it is determined that they need the second one or if the Board should recommend approval for both units and for them to come back to the Village Council annually similar to the Illinois School Board review to get updates as to how much longer they would need them or not, as well as issues with the neighbors, traffic, etc.

Ms. Kumer stated that in terms of the contract itself and the lease agreements, she asked if they would go to 2019.

Ms. Kocanda stated that if they cannot have the units, it would make it difficult as to how they offer programs.

Mr. Kurr stated that in connection with the duration of the first unit, it related to the fact that they have a bubbling first grade. He stated that the duration is determined on the classes and how they get to three years. Mr. Kurr then stated that for the additional years, it would depend on how things settle out as to whether it would be self-correcting and the other plans to address it, etc.

Ms. Hickey stated that the proposal is so prudent and that the applicant is not coming here saying that there needed to be additions on the school and that they understand that Crow Island is a national landmark. She also stated that they evaluated the population and that it sounded like modular unit A is for Spanish and music and that everyone would be rotating through them. Ms. Hickey stated that she had no problem with the applicants asking for two units now and referred to it being favorable for their presentation to the School Board tomorrow. She also stated that it would help them plan and that it sounded great in terms of the evaluation going on. Ms. Hickey then stated that if the Board was to make a condition that they come back, that would be fine and that approval would give them leeway for planning. She also stated that for the special use in terms of the improvement of the property, it included two phases of landscaping and that they planned to improve the site.

Chairperson Johnson referred to the cost associated with the landscaping and that it stated \$400,000 in the report.

Mr. Kurr confirmed that is correct.

Chairperson Johnson then stated that if the School Board says it is fine, great. She then asked what if the School Board says no to perimeter landscaping.

Ms. Pugh stated that it would not cost \$400,000.

Mr. Kurr then stated that they are viewing the berms as a maintenance issue and that for adding additional landscaping, they would have to get approval from the School Board.

Ms. Kocanda stated that they can separate it as two components in terms of the implementation of landscaping and the fact that it is critical to the neighbors. She informed the Board that they have been apprising the School Board as the project evolved and that they have received no dissenting opinion.

Chairperson Johnson then referred to the view in the winter which is not good looking and that the units did not look good. She stated that she would like to see the units and that it would be good to have that clarified in terms of perimeter landscaping.

Mr. Lane commented that it would be nice to know exactly what they are approving. He described it as relatively straightforward here and that he would be comfortable to approve the entire thing. Mr. Lane then stated that his concern related to special use item no. 3 and standard no. 3 with regard to altering the essential character of the locality. He stated that it would be dramatically different than the landmarked significant building and that the request will alter the character. Mr. Lane then stated that given the fact that it is short term, he would be comfortable for the special use and variation. He also stated that given the fact that the applicant would be entering into leases for four years or less, he would like to see the special use and variation have a restriction for four years and that the applicant would have to come back and have it evaluated again. Mr. Lane then referred to long term modular classrooms even in the proposed location and landscaping which would impact the character of the locality and the willingness of people to buy homes in the area.

Chairperson Johnson stated that she agreed that the units would alter the character of the locality near the Park District property.

Mr. Lane then commented that the applicant made a nice presentation and that he would like to make a recommendation.

Ms. Kumer asked what is the likelihood of the extended day program and asked if a survey was sent out.

Ms. Kocanda responded that there has been interest in the community. She then stated that the question is benefits and whether the investment would justify the cost. Ms. Kocanda stated that the School Board narrowed the recommendation to say in May, they want to hear whether extended day only instead of full day would depend on others' willingness to invest. She reiterated that the School Board would make its decision in May which would determine the need for the second modular unit.

Chairperson Johnson asked if there were any other questions. No additional questions were raised by the Board at this time. She then asked for a motion and recommendation of a time limit which required the applicant to come back before the Village.

Ms. Kumer moved to recommend approval for the zoning variation proposed. She stated that the property cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone and that the plight of the applicant is due to unique circumstances. Ms. Kumer stated that with regard to the alteration of the essential character of the locality, that is up for debate but that the units would be temporary.

Ms. Kumer then stated that the hazard from fire and other damages would not be increased and that the taxable value would not be affected. She stated that congestion is up for debate and that the units would be temporary. Ms. Kumer concluded by stating that the public health, safety, comfort, morals and welfare of the Village will not be otherwise impaired.

Chairperson Johnson added that the variation on the west side of the units facing the open Park District space is not close to any residential properties.

Mr. Lane and Ms. Hickey seconded the motion. A vote was taken and the motion was unanimously passed.

AYES: Hickey, Johnson, Kehoe, Kumer, Lane
NAYS: None

FINDINGS OF THE ZONING BOARD OF APPEALS

1. The requested variation is within the final jurisdiction of the Village Council.
2. The requested variation is in harmony with the general purpose and intent of the Winnetka Zoning Ordinance. The proposal is compatible, in general, with the character of existing development within the immediate neighborhood with respect to architectural scale and other site improvements.
3. There are practical difficulties or a particular hardship which prevents strict application of Section 17.30.060 [Side Yard Setback] of the Winnetka Zoning Ordinance which is related to the use or the construction or alteration of buildings or structures.

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

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone. The use of the modular units will be temporary. Permanent construction is not justified for the current needs.
2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants. The proposed location of the modular units causes the least amount of disruption and loss of playground and open space. Additionally, the proposed location is not close to residential properties. Floodplain and building code requirements further restrict the location of the units.
3. The variation, if granted, will not alter the essential character of the locality. The modular units will be temporarily located on the property. The use of the units is intended for a period of four years.
4. An adequate supply of light and air to adjacent property will not be impaired. The location of the modular units is furthest from residential properties and adjacent to open park space. Therefore, it will not impair an adequate supply of light and air to the adjacent Park District property.
5. The hazard from fire or other damages to the property will not be increased as the proposed improvements shall comply with building code standards, including fire and life safety requirements.
6. The taxable value of land and buildings throughout the Village will not diminish. The modular units will be temporarily located on the property and therefore will not diminish

the taxable value of land and buildings throughout the Village.

7. The congestion in the public streets will not increase. The location of the modular units will not impact pedestrian or vehicular traffic.
8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not otherwise be impaired. The modular units will be installed and maintained in compliance with the requirements of the Illinois School Code governing the education and safety of children and in accordance with applicable Village ordinances and codes.

Ms. Kumer then moved to recommend approval of the special use permit and stated that the request meets the six characteristics required for a special use. She stated that the proposed special use will not endanger or be detrimental to the public health, safety, comfort, morals or general welfare and that the special use will not substantially diminish or impair property values in the immediate vicinity, or be substantially injurious to the use and enjoyment of land in the immediate vicinity for uses permitted by right in that zoning district. Ms. Kumer stated that the special use will not impede the normal and orderly development and improvement of other property in the immediate vicinity for uses permitted by right in the zoning district and that adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion in the public ways. She stated that adequate parking, utilities, access roads, drainage and other facilities necessary for the operation of the special use either exist or will be provided and that the special use in all other respects conforms to the applicable zoning regulations and other applicable Village ordinances and codes. Ms. Kumer then stated that she would make a recommendation to put a restriction on the special use that there be a time limitation of four years and for the applicant to come back and for the special use approval to lapse in four years from the date of approval of the ordinance.

Mr. Lane suggested that they either make it four years from the date of the ordinance or the date of the lease signing.

Mr. Kurr noted that nothing would be done until the summer and that the lease would be entered into within a month.

Mr. D'Onofrio stated that in terms of four years from now, they would key off the date of the ordinance.

Mr. Kurr agreed that would be fine.

Ms. Hickey seconded the motion. A vote was taken and the motion was unanimously passed.

AYES: Hickey, Johnson, Kehoe, Kumer, Lane

NAYS: None

Standards for Granting Special Uses

The standards for granting Special Uses are set both by statute and by Village Code. Section 17.56.010 requires that special uses be permitted only upon evidence that these meet standards

established by the applicable classification in the zoning ordinances. Conditions “reasonably necessary to meet such standards” are specifically authorized. Section 17.56.010 establishes the following standards for granting Special Use permits:

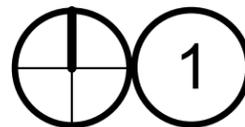
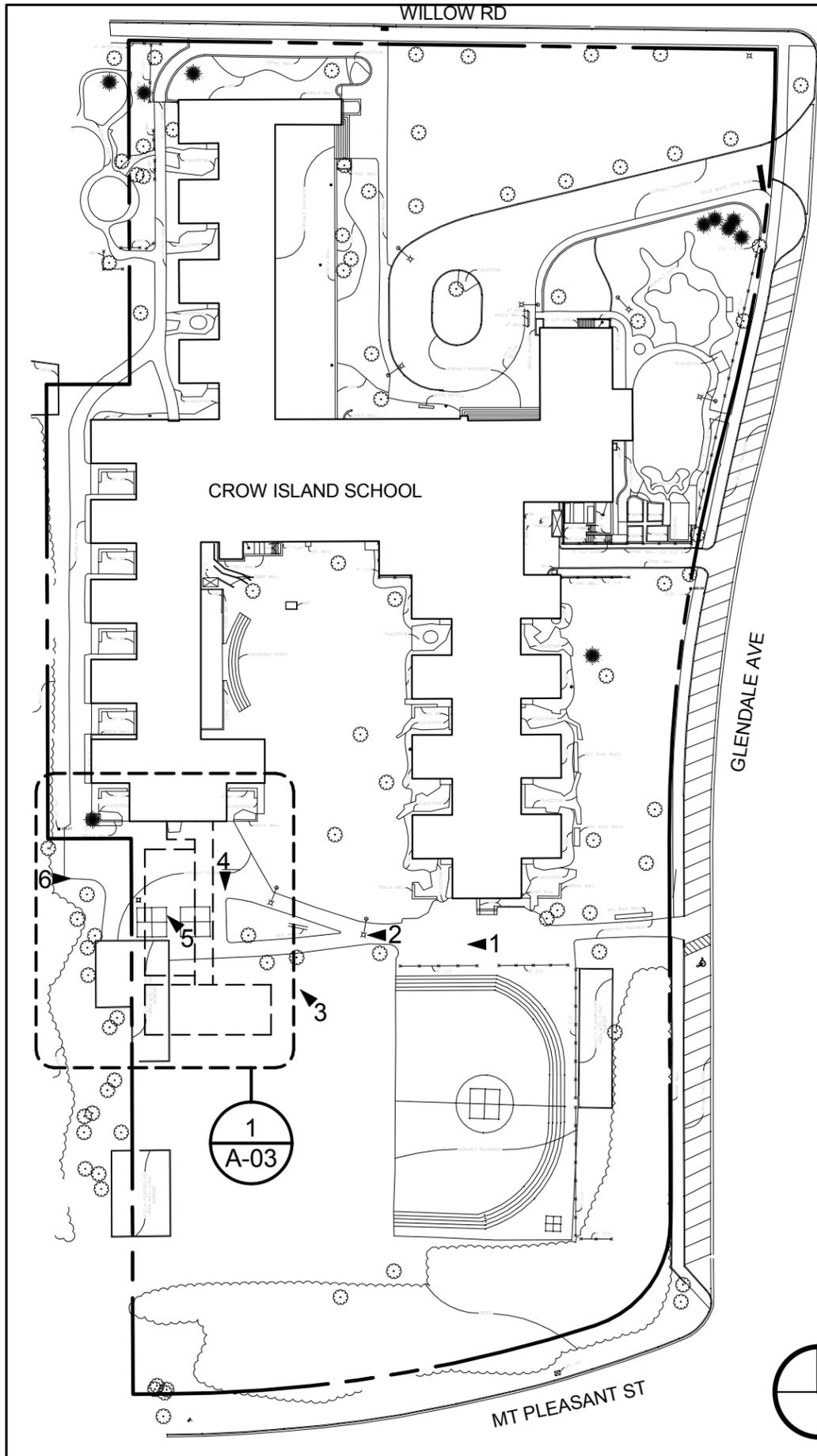
1. That the establishment, maintenance, and operations of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare. The modular units will be installed and maintained in compliance with the requirements of the Illinois School Code governing the education and safety of children and in accordance with applicable Village ordinances and codes.
2. That the Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity. The proposed location of the modular units is furthest from residential property and is adjacent to a wooded area of the adjacent park. Landscaping will also installed around the modular units.
3. That the establishment of the Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern. The location of the modular units will not be an impediment to development on either the adjacent Park District property or the neighboring residential properties as there is a large amount of space between the units and the residential properties. Additionally, the use of the units will be temporary.
4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways. The proposed location of the modular units at the southwest corner of the school will not impact pedestrian or vehicular traffic.
5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided. Utilities and other connectivity to the building and safety features will be added in accordance with the Illinois School Code and applicable local ordinances and codes. Access roads and drainage will be maintained.
6. That the Special Use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes. Installation and operation of the modular units will conform to the requirements of the Illinois School Code and applicable Village ordinances and codes.

* * *

Respectfully submitted,
Antoinette Johnson

EXHIBIT C
OVERALL SITE PLAN
(SEE ATTACHED EXHIBIT C)

EXHIBIT C

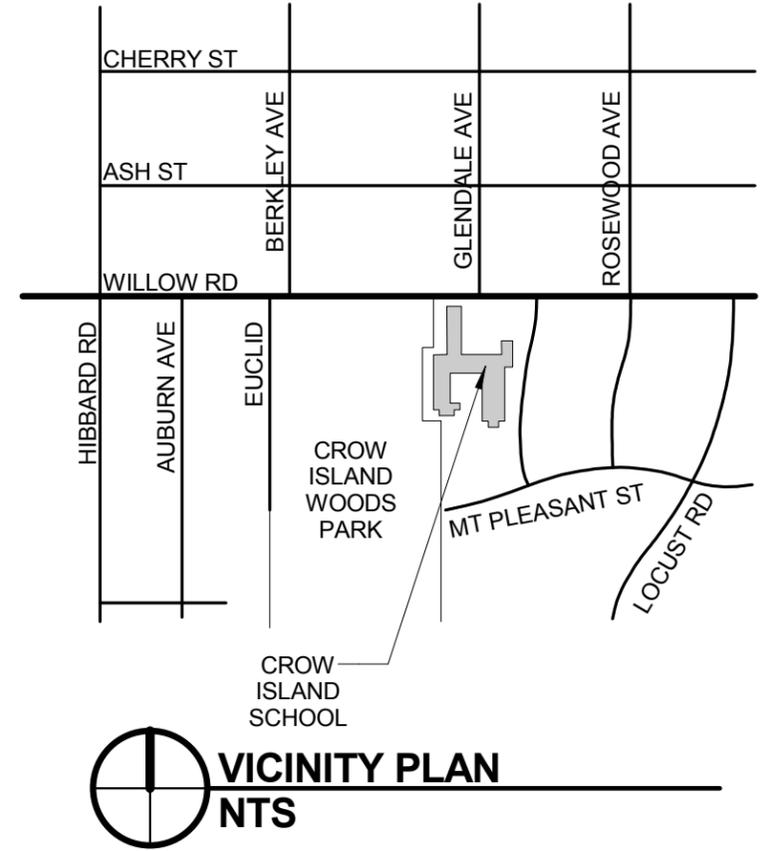


OVERALL SITE PLAN

1" = 80'-0"

0' 40' 80' 160'

← # PHOTOGRAPH LOCATION



Drawn MD
Checked CDP
Issue Date 29 JAN 2016
Project Number 1310-201603
Sheet A-01

CROW ISLAND SCHOOL MODULAR CLASSROOMS
WINNETKA SD 36
1112 WILLOW ROAD
WINNETKA, ILLINOIS 60093

GREEN ASSOCIATES
ARCHITECTURE
CONSTRUCTION SERVICES

111 Deertake Road, Suite 135
Deerfield, Illinois 60015
Telephone 847-317-0852
Facsimile 847-317-0899

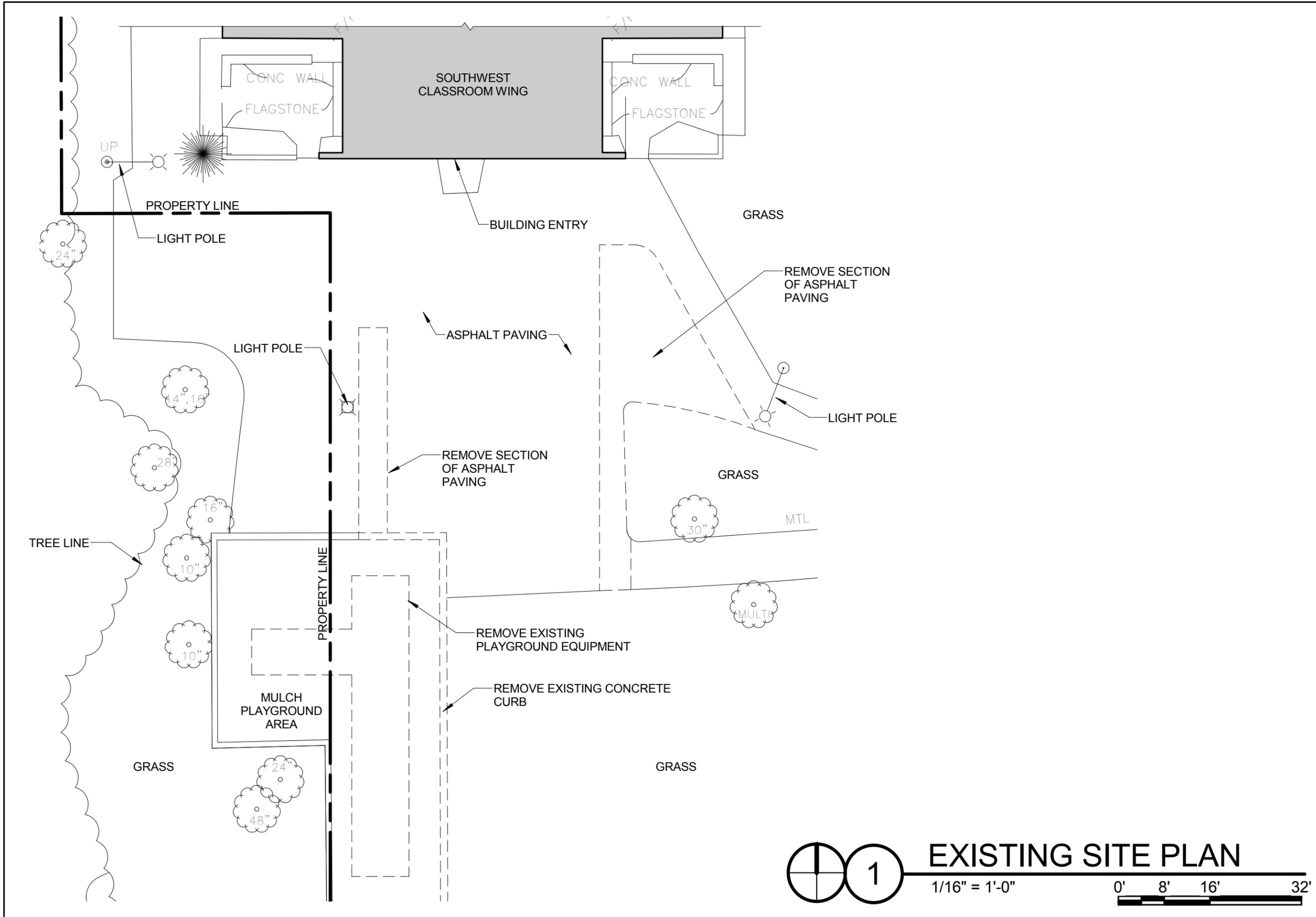
OVERALL SITE PLAN

EXHIBIT D

EXISTING SITE PLAN

(SEE ATTACHED EXHIBIT D)

EXHIBIT D



Drawn MD
 Checked CDP
 Issue Date 29 JAN 2016
 Project Number 1310-201603
 Sheet A-02

CROW ISLAND SCHOOL MODULAR CLASSROOMS
 WINNETKA SD 36
 1112 WILLOW ROAD
 WINNETKA, ILLINOIS 60093

EXISTING SITE PLAN

GREEN ASSOCIATES
 ARCHITECTURE
 CONSTRUCTION SERVICES

111 Deertake Road, Suite 135
 Deerfield, Illinois 60015
 Telephone 847-317-0852
 Facsimile 847-317-0899

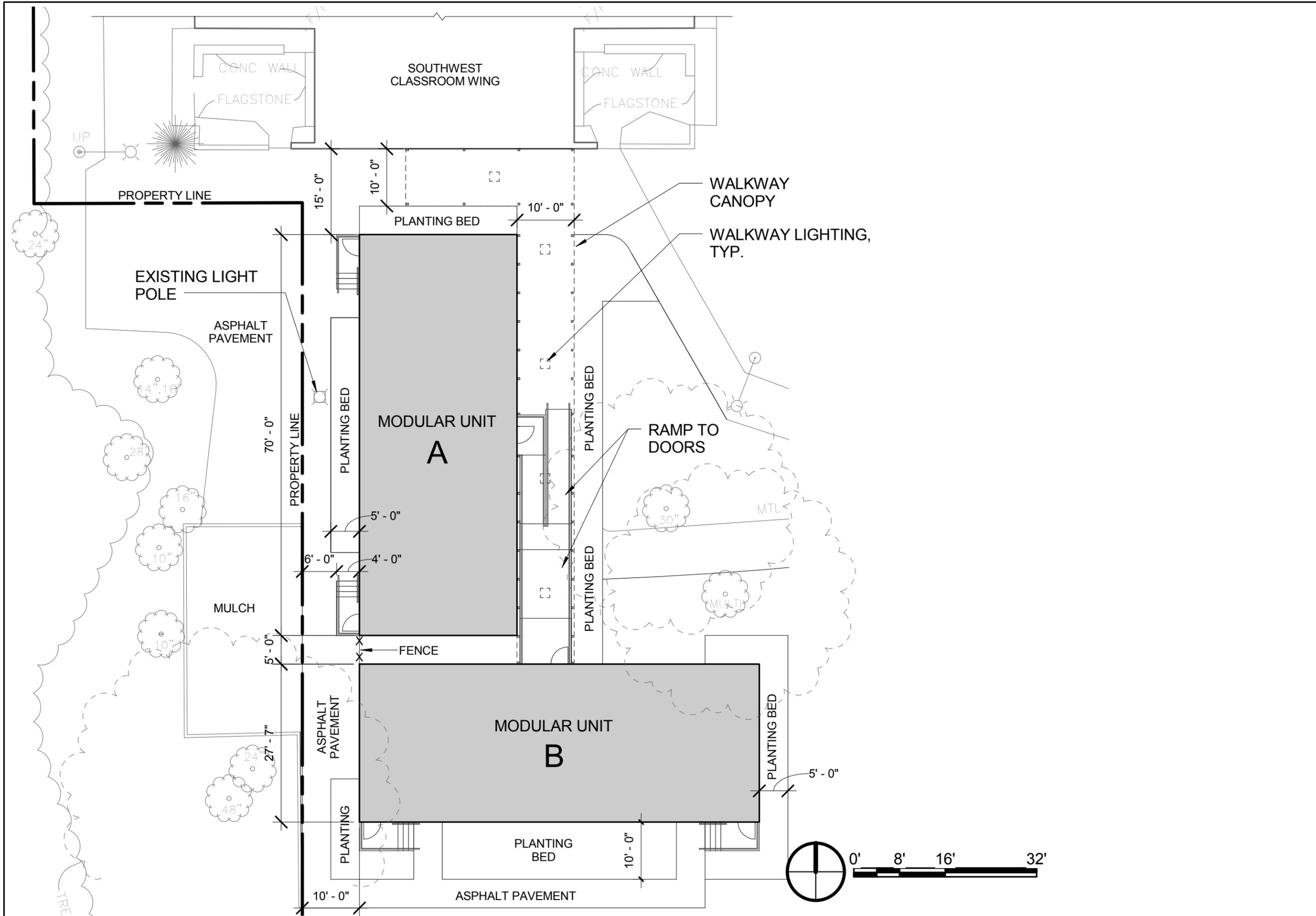
EXISTING SITE PLAN
 1/16" = 1'-0"
 0' 8' 16' 32'

EXHIBIT E

PROPOSED SITE PLAN

(SEE ATTACHED EXHIBIT E)

EXHIBIT E



Drawn MD
 Checked CDP
 Issue Date 09 FEB 2016
 Project Number 1310-201603
 Sheet A-03

CROW ISLAND SCHOOL MODULAR CLASSROOMS
 WINNETKA SD 36
 1112 WILLOW ROAD
 WINNETKA, ILLINOIS 60093

GREEN ASSOCIATES
 ARCHITECTURE
 CONSTRUCTION SERVICES
 111 Deertake Road, Suite 135
 Deerfield, Illinois 60015
 Telephone 847-317-0852
 Facsimile 847-317-0899

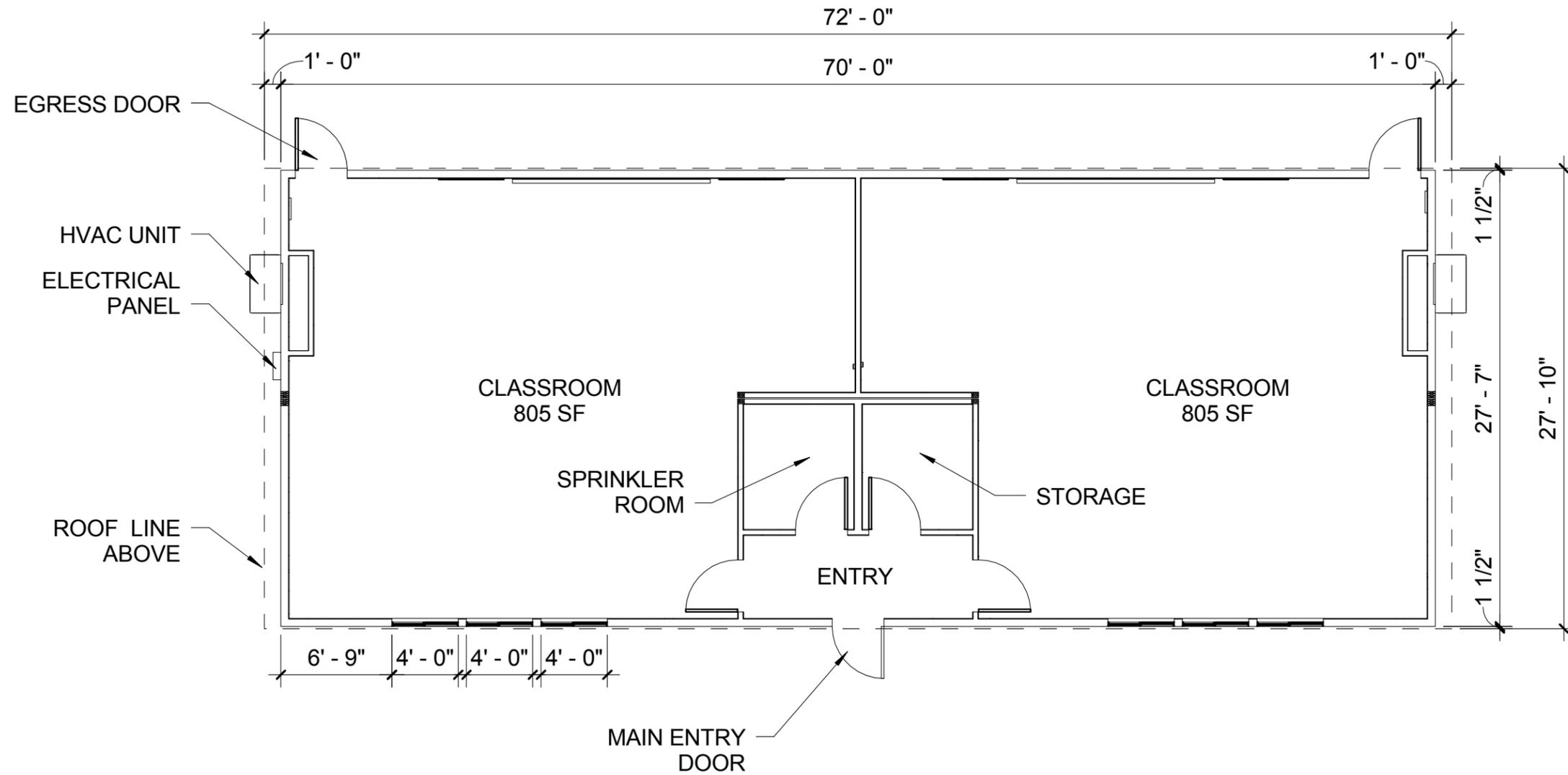
PROPOSED SITE PLAN

EXHIBIT F

MODULAR UNIT SITE PLAN

(SEE ATTACHED EXHIBIT F)

EXHIBIT F



MODULAR FLOOR PLAN

1/8" = 1'-0"



Drawn MD
 Checked CDP
 Issue Date 29 JAN 2016
 Project Number 1310-201603
 Sheet A-05

CROW ISLAND SCHOOL MODULAR CLASSROOMS
 WINNETKA SD 36
 1112 WILLOW ROAD
 WINNETKA, ILLINOIS 60093

MODULAR UNIT FLOOR PLAN

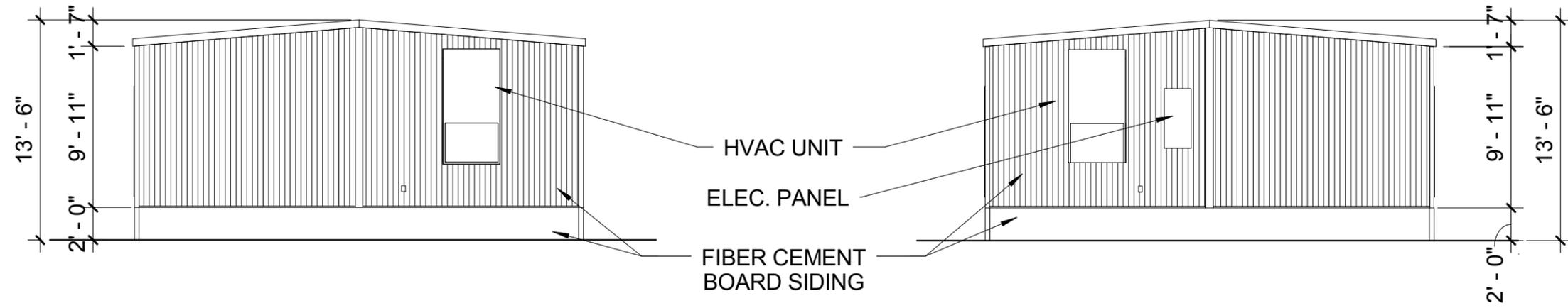
GREEN ASSOCIATES
 ARCHITECTURE
 CONSTRUCTION SERVICES

111 Deertake Road, Suite 135
 Deerfield, Illinois 60015
 Telephone 847-317-0852
 Facsimile 847-317-0899

EXHIBIT G
MODULAR UNIT ELEVATIONS
(SEE ATTACHED EXHIBIT G)

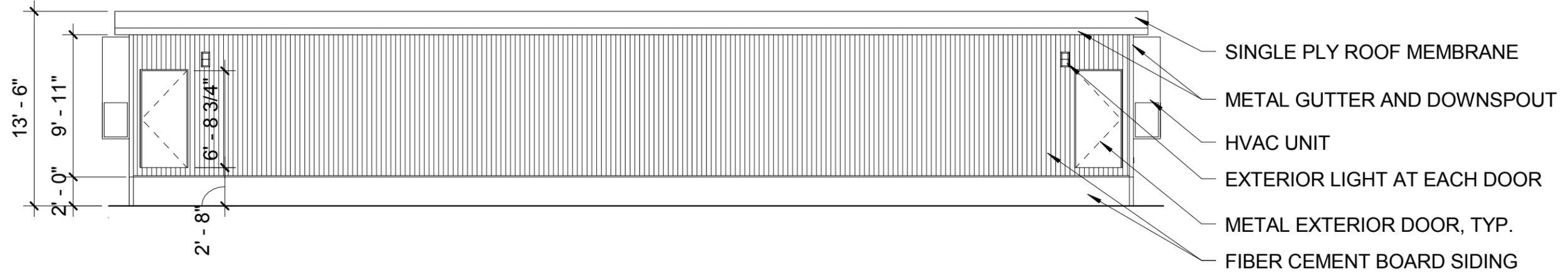
EXHIBIT G

Drawn MD CDP
 Checked CDP
 Issue Date 29 JAN 2016
 Project Number 1310-201603
 Sheet A-06

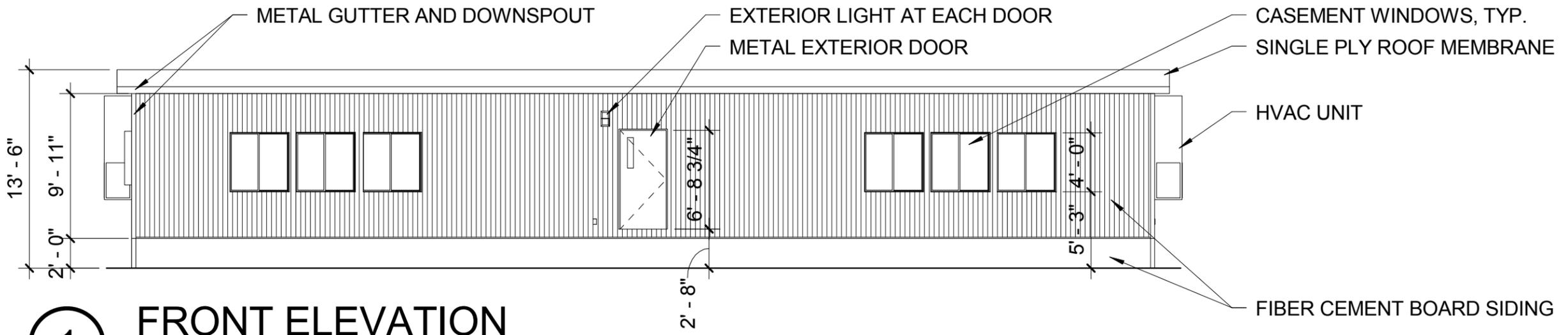


3 SIDE 1 ELEVATION
 1/8" = 1'-0"

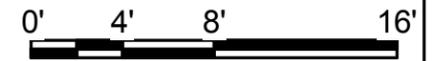
4 SIDE 2 ELEVATION
 1/8" = 1'-0"



2 REAR ELEVATION
 1/8" = 1'-0"



1 FRONT ELEVATION
 1/8" = 1'-0"



CROW ISLAND SCHOOL MODULAR CLASSROOMS
 WINNETKA SD 36
 1112 WILLOW ROAD
 WINNETKA, ILLINOIS 60093
 MODULAR UNIT ELEVATIONS

GREEN ASSOCIATES
 ARCHITECTURE
 CONSTRUCTION SERVICES
 111 Deertake Road, Suite 135
 Deerfield, Illinois 60015
 Telephone 847-317-0852
 Facsimile 847-317-0899

EXHIBIT H

EAST SITE ELEVATION

(SEE ATTACHED EXHIBIT H)

EXHIBIT H

Drawn MD CPD
Checked CPD
Issue Date 29 JAN 2016
Project Number 1310-201603
Sheet A-07



1

EAST ELEVATION

1" = 10'-0"

CROW ISLAND SCHOOL MODULAR CLASSROOMS

WINNETKA SD 36
1112 WILLOW ROAD
WINNETKA, ILLINOIS 60093

EAST SITE ELEVATION

GREEN ASSOCIATES
ARCHITECTURE
CONSTRUCTION SERVICES

111 Deertake Road, Suite 135
Deerfield, Illinois 60015
Telephone 847-317-0852
Facsimile 847-317-0899

EXHIBIT I

SOUTH SITE ELEVATION

(SEE ATTACHED EXHIBIT I)

EXHIBIT I



1

SOUTH ELEVATION

1" = 10'-0"

Drawn	MD	Checked	CDP
Issue Date	29 JAN 2016	Project Number	1310-201603
Sheet	A-08		

CROW ISLAND SCHOOL MODULAR CLASSROOMS
 WINNETKA SD 36
 1112 WILLOW ROAD
 WINNETKA, ILLINOIS 60093

SOUTH SITE ELEVATION

GREEN ASSOCIATES
 ARCHITECTURE
 CONSTRUCTION SERVICES

111 Deertake Road, Suite 135
 Deerfield, Illinois 60015
 Telephone 847-317-0852
 Facsimile 847-317-0899

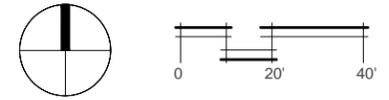
EXHIBIT J

OVERALL SITE PLAN – CONTEXT

(SEE ATTACHED EXHIBIT J)



OVERALL SITE PLAN - CONTEXT
SCALE: 1" = 40'-0"



CROW ISLAND SCHOOL

WINNETKA PUBLIC SCHOOLS DISTRICT 36

WINNETKA, ILLINOIS

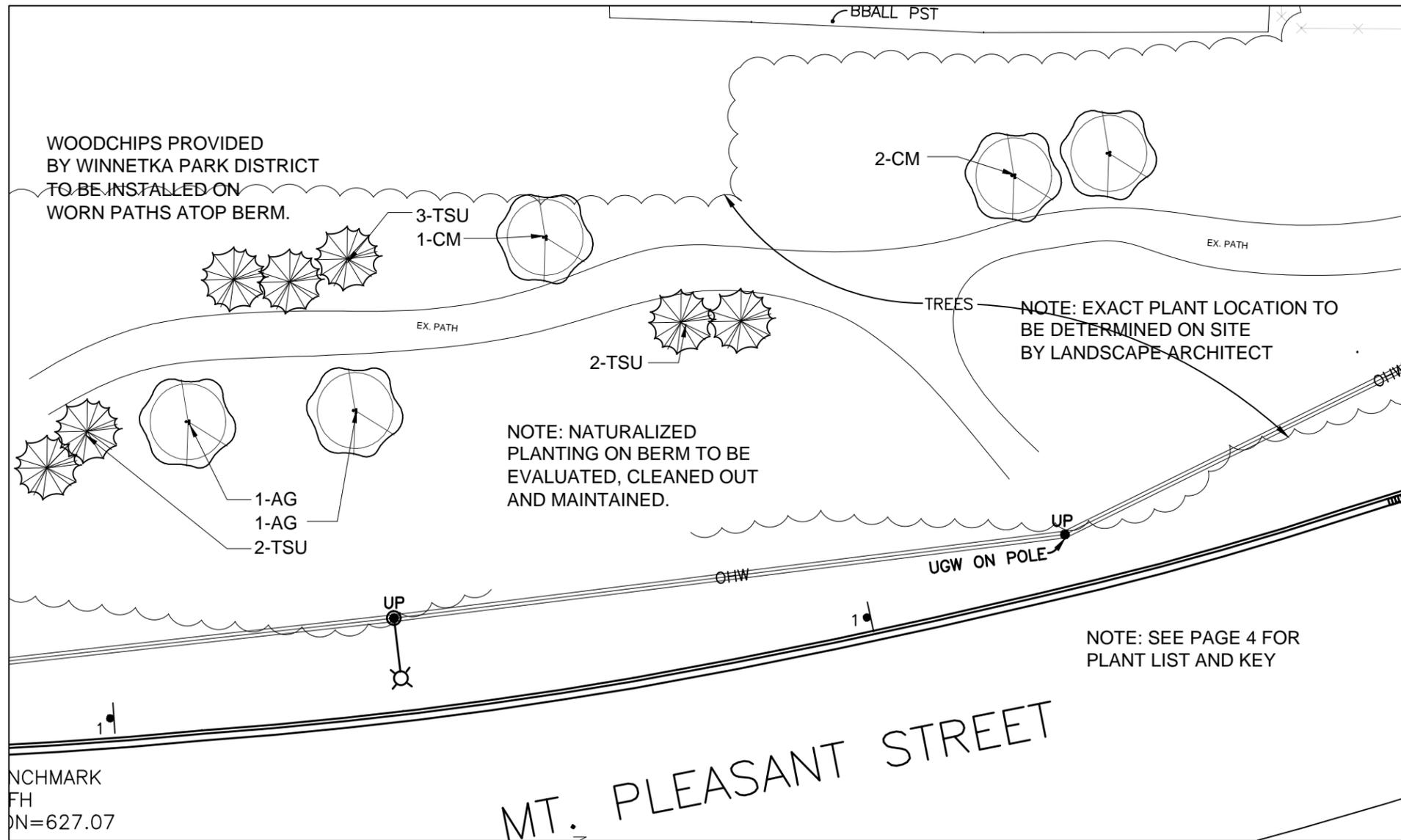


K M Talty DESIGN
Landscape Architecture
Winnetka, Illinois
847.612.5154

EXHIBIT K

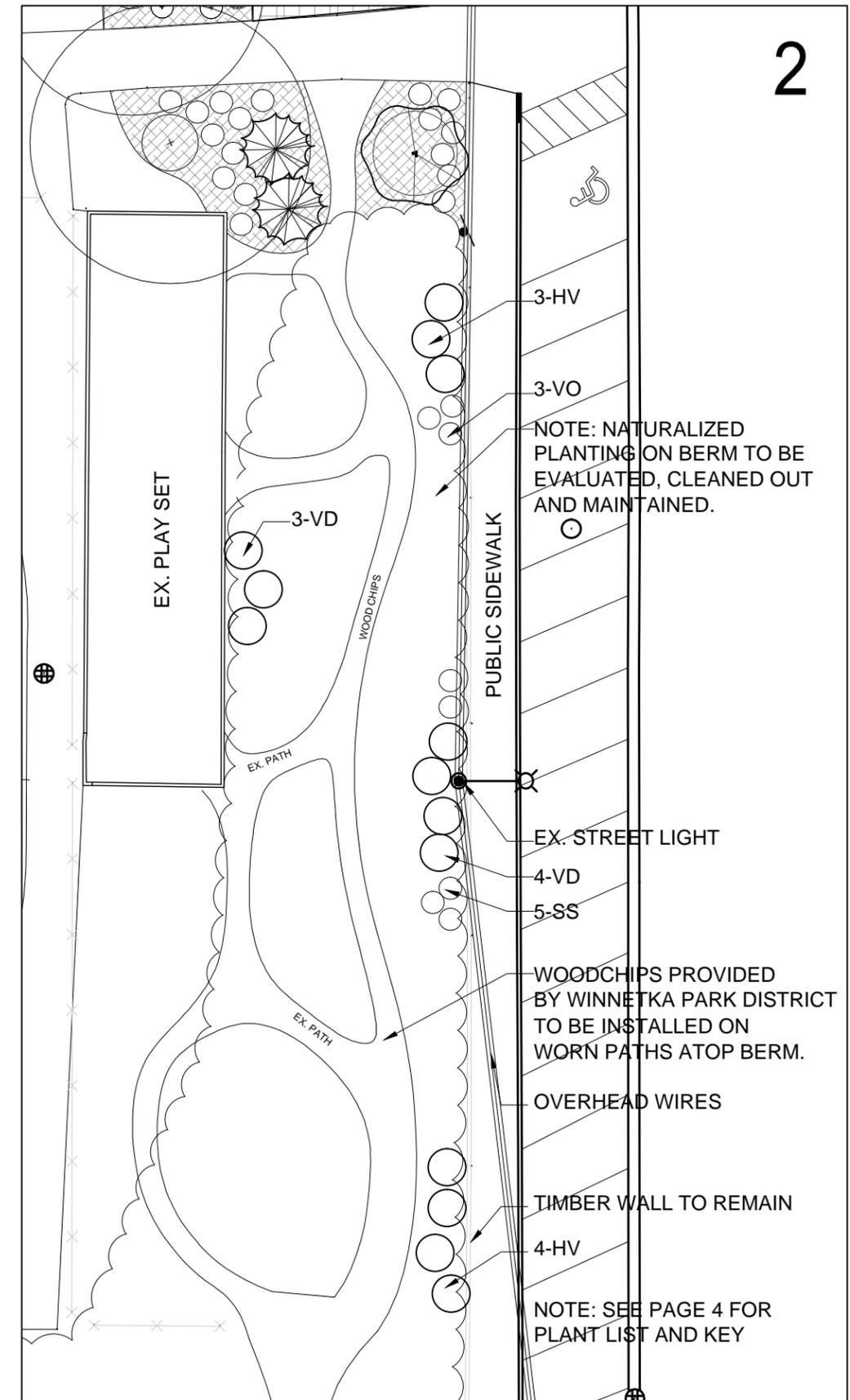
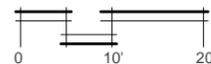
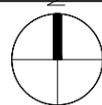
SOUTH BERM LANDSCAPE PLAN

(SEE ATTACHED EXHIBIT K)



SOUTH BERM LANDSCAPE PLAN

SCALE: 1" = 20'-0"



EAST BERM LANDSCAPE PLAN

SCALE: 1" = 20'-0"



EXHIBIT L

DROP-OFF AREA LANDSCAPE PLAN

(SEE ATTACHED EXHIBIT L)

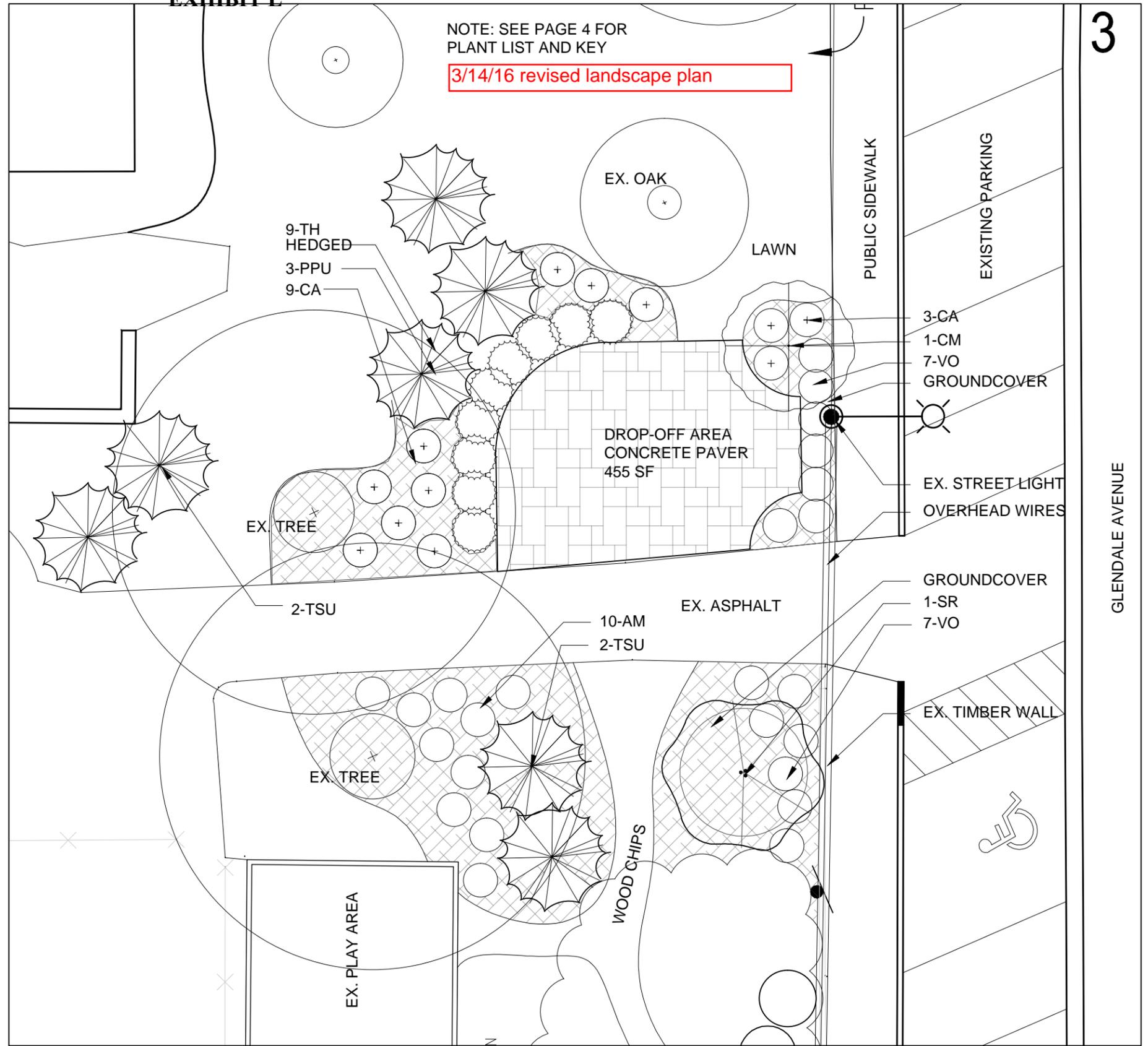


DROP-OFF AREA VIGNETTE
LOOKING WEST FROM GLENDALE



DROP-OFF AREA EXISTING VIEW
LOOKING WEST FROM GLENDALE

EXHIBIT L



DROP-OFF AREA LANDSCAPE PLAN
SCALE: 1" = 10'-0"



EXHIBIT M

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Winnetka Public School District No. 36 ("*Applicant*") is the record title owner of the property commonly known as 1112 Willow Road in the Village ("*Subject Property*")

WHEREAS, the Applicant desires to construct on the Subject Property two temporary structures for use as classrooms at the Crow Island School; and

WHEREAS, Ordinance No. M-7-2016, adopted by the Village Council on _____, 2016 ("*Ordinance*"), grants a variation from the provisions of the Winnetka Zoning Ordinance and a special use permit to the Applicant to permit the construction of the temporary structures on the Subject Property and the expanded use of the Subject Property for the operation of an elementary school; and

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

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

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

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

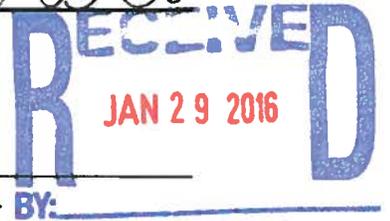
Dated: _____, 2016

ATTEST: **WINNETKA PUBLIC SCHOOL DISTRICT
NO. 36**

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

ATTACHMENT C

CASE NO. 11-05-SU



APPLICATION FOR SPECIAL USE

Winnetka School District 36

Name of Applicant _____

Property Address _____
Crow Island School, 1112 Willow Road, Winnetka, IL

Home and Work Telephone Number _____ 847-446-9400

Fax and Email _____ gregkurr@winnetka36.org

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

_____ GreenAssociates Inc

_____ 111 Deerlake Road, Suite 135, Deerfield, IL 60015 847-317-0852

_____ cdpugh@greenassociates.com

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

_____ Hodges Loizzi

_____ 3030 Salt Creek Lane, #202, Arlington Heights, IL 60005 847-670-9000

Date Property Acquired by Owner _____ Unknown

Nature of Any Restrictions on Property _____

Explanation of Special Use Requested _____

Request use of modular classrooms on a temporary basis on
the southwest side of the school building

see attachment 1

OFFICE USE ONLY

Special Use Requested under Ordinance Section(s) _____

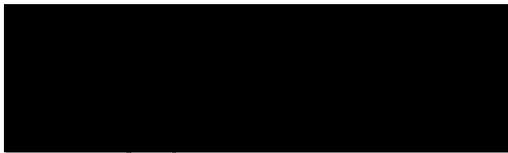
Staff Contact: _____ Date: _____

Explain in detail how the proposed Special Use meets the following standard. Under the terms of the Zoning Ordinance, no Special Use Permit shall be granted unless it is found:

1. That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. That the Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. That the establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided; and
6. That the Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes.

see attachment

Respectfully Submitted,



CFB

1/29/16

Date

1235 Oak Street
Winnetka, IL 60093

Address

1112 Willow Road
Winnetka, IL 60093

Attachment 1

Explanation and Resolution of Need

There are three primary and related reasons for requesting temporary classrooms on the Crow Island School property:

- Current enrollment requires 21 classroom “sections”
- Enrollment projections are expected to slightly decline
- School Board is considering adding an Extended Day Kindergarten program

Current Enrollment:

Typically, there are four sections (homerooms) per grade level (20 total “sections”) at Crow Island School. Each section requires a classroom space for the core instructional program; however, students also participate in specials during the week. Specials include kinetic wellness, art, music, Spanish, and Resource Center time. Each special also requires a space for instruction. Although less than ideal, we have needed to utilize shared spaces to meet the demands of the schedule.

The first grade enrollment this school year is currently at 91, and students are divided into five sections. This additional fifth section required a classroom space, which displaced space from other programs. It also required additional shared spaces for specials, as each section of students requires 13, 30-minute specials classes per week.

While the core instructional program is offered with fidelity, the instructional space is limited and tight. Every available space in the building is being utilized for programming, including small group instruction, interventions, and individualized student support.

Enrollment Projections:

Crow Island School’s enrollment is expected to slightly decline over the next three years (2015 - 384 students; 2019 - 368 students) with an expected loss of the fifth grade level section in 2019 (348 students). Therefore, more costly and long-term solutions, such as redistricting or construction, are not as feasible as an intermediate solution. The District will continue to monitor enrollment and other alternatives if actual enrollment differs from the projection.

Extended Kindergarten Day:

The District is in its final stages of completing a study regarding extending the kindergarten day at The Winnetka Public Schools. Currently, all kindergarten students attend school for half day sessions, which enables each classroom to serve two sections of kindergarten. Extending the

kindergarten day will require one additional classroom for each section of kindergarten. Based on enrollment projections and experiences from other schools, the District anticipates that kindergarten enrollment will increase if an extended day option is made available. This could result in the need for up to 10 kindergarten classrooms across the three elementary schools. Current capacity for extended day kindergarten instruction across the three elementary buildings is eight classrooms.

Rationale:

Adding two temporary classrooms at Crow Island School for the next three school years (2016 - 2019) allows for space relief and greater flexibility while the extra section of students (currently in 1st grade) are attending Crow Island School. There will be more space to meet with children requiring small group instruction. The use of shared instructional space will also be minimized due to the extra temporary classrooms. These classrooms would be installed in summer of 2016.

The second two classroom unit may be installed if an extended day Kindergarten program is approved for implementation for the 2017-2018 school year unless other alternatives are considered. The School Board is expected to vote on this topic in May 2016. These classrooms would not be installed until summer of 2017.

The addition of temporary classrooms also allows the The Winnetka Public School District time to monitor enrollment patterns across the three elementary schools and to study options for boundary shifts to better balance enrollment across our three K-4 buildings. This sort of study requires extensive input from our community and strategic planning for communication and decision-making. If enrollment projections prove low, it will also afford us time to consider construction needs and planning, if necessary. In summary, by 2019, the District will have a long-term plan to address the enrollment patterns and building capacity at our five schools. The temporary classroom space use for up to the next four years provides us with the necessary time to thoughtfully plan our course of action with community input and intensive study. It is also possible that the situation may self-correct and the school could resume operations within its existing structure.

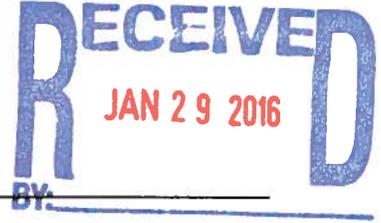
Attachment 2

Compliance with the standards for granting a Special Use Permit is addressed as follows:

1. The modular unit will be installed and maintained in compliance with the requirements of the Illinois School Code governing the education and safety of children and in accordance with applicable Village ordinances and codes.
2. The modular unit is being positioned in a location that is furthest removed from residential property and is adjacent to a wooded area. Landscaping will be added around other sides of the unit.
3. The positioning of the modular unit does not create an impediment to other development. A large amount of open District land remains between the unit and residential development.
4. The positioning of the modular unit does not impact pedestrian and vehicle traffic.
5. Utilities and other connectivity to the building and safety features will be added in accordance with the Illinois School Code and applicable local ordinances and codes. Access roads and drainage will be maintained.
6. Installation and operation of the modular units will confirm with the requirements of the Illinois School Code and applicable Village ordinances and codes.

CASE NO. 16-05-SU

APPLICATION FOR VARIATION
WINNETKA ZONING BOARD OF APPEALS



Owner Information:

Name: Winnetka School District 36
Property Address: Crow Island School, 1112 Willow Road, Winnetka, IL
Home and Work Telephone Number: 847-446-9400
E-mail: gregkurr@winnetka36.org

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

GreenAssociates Inc.
111 Deerlake Road, Suite 135, Deerfield, IL 60015 847-317-0852
cdpugh@greenassociates.com

Attorney Information: Name, Address, Telephone, E-mail:
Hodges Loizzi

3030 Salt Creek Lane, #202, Arlington Heights, IL 60005 847-670-9000

Date Property Acquired by Owner: Unknown

Nature of Any Restrictions on Property: _____

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

The school district requests use of temporary modular classrooms southwest of the existing school. The units will be 10' from the side property line with the adjacent Park District property.

see attachment 1

OFFICE USE ONLY

Variation Requested Under Ordinance Section(s): _____

Staff Contact: _____ Date: _____

STANDARDS FOR GRANTING OF ZONING VARIATIONS

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

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

see a Hachment 2

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

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

Property Owner's Signature



Date:

1/29/16

(Proof of Ownership is required)

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

Attachment 2

Considerations of the Standards for Granting of Zoning Variations as they may apply to the installation of modular units at Crow Island School are as follows:

1. The cost of new and permanent construction is prohibitive and not justified for the current needs of the District.
2. The need for the installation of modular units is driven primarily by a larger than normal 1st grade enrollment that is causing space constraints on the school. In addition, it is possible that two of the additional classrooms will be needed for the initial implementation of an extended day Kindergarten program.
3. The modular unit is being positioned in a location that is furthest from residential property and is adjacent to a wooded area. Landscaping will be added around other sides of the unit.
4. The modular unit is being positioned in a location that is furthest from residential property and is adjacent to a wooded area. Landscaping will be added around other sides of the unit.
5. The modular unit will be installed and maintained in compliance with the requirements of the Illinois School Code governing the education and safety of children and in accordance with applicable Village ordinances and codes.
6. The modular unit is being positioned in a location that is furthest from residential property and is adjacent to a wooded area. Landscaping will be added around other sides of the unit.
7. The positioning of the modular unit does not impact pedestrian and vehicle traffic.
8. The modular unit will be installed and maintained in compliance with the requirements of the Illinois School Code governing the education and safety of children and in accordance with applicable Village ordinances and codes.



March 4, 2016

Winnetka School District #36
Attn.: Greg Kurr, CFO
1235 Oak Street
Winnetka, IL 60093

Dear Greg:

The Winnetka Park District understands that you intend to place temporary outdoor classroom buildings near the southwest corner of Crow Island School and completely within your property boundaries, although potentially outside the property line setback requirements of the Village of Winnetka.

The Winnetka Park District does not have an objection to this placement, which is adjacent to the east property line of our property of Crow Island Woods.

I have attached a plan of the affected area to this letter.

Please contact me directly at (847)501-2070 should you need any further information or have any questions.

Sincerely,



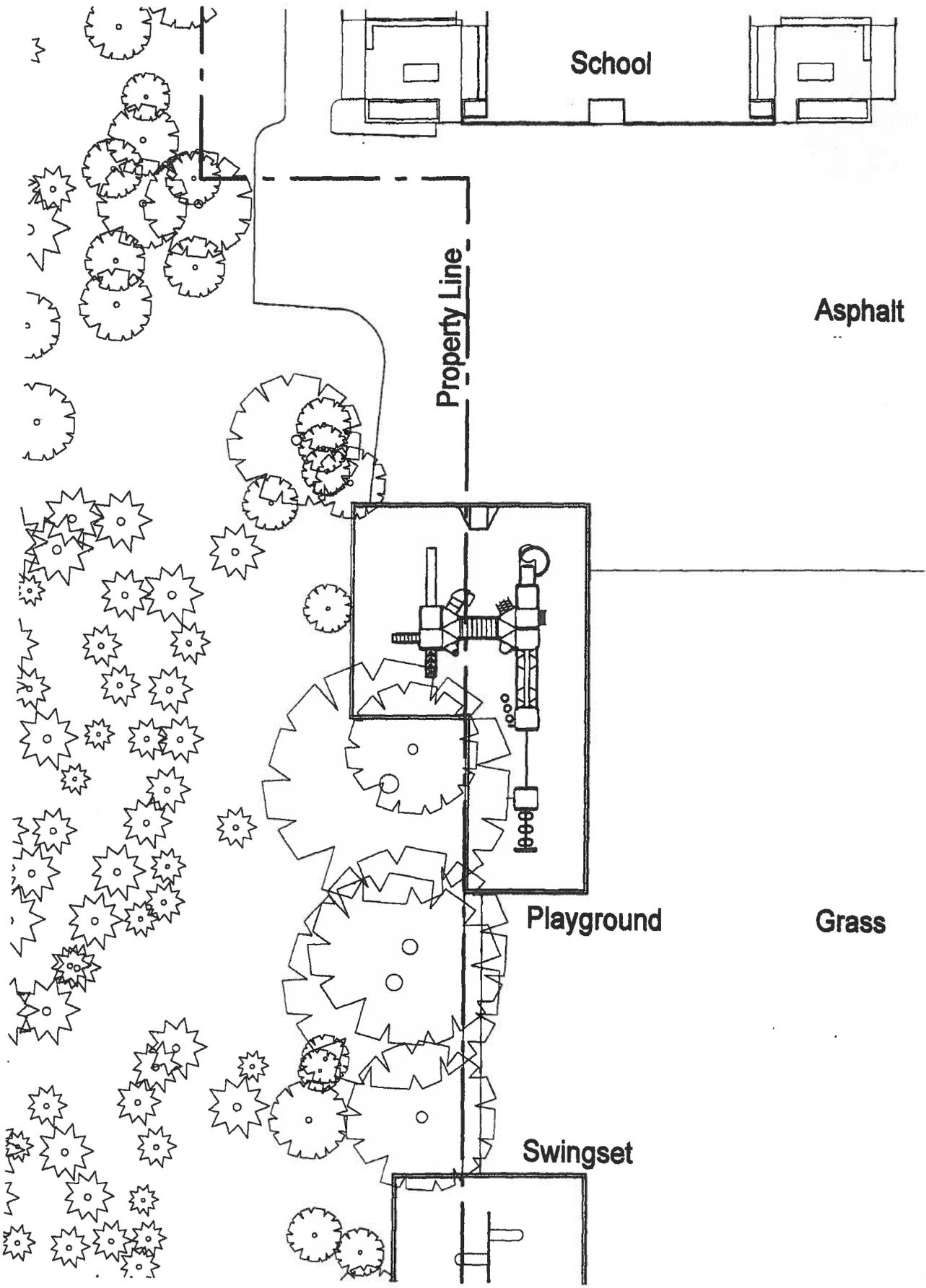
Robert Smith
Executive Director

cc Property drawing



540 Hibbard Road, Winnetka, IL 60093
www.winpark.org

(847) 501-2040
Fax: (847) 501-5779



GRAPHIC SCALE





Crow Island School

Design and Finishes

The two modular classroom units are prefabricated rectilinear one-story buildings similar in height and proportion to the adjacent classroom wing. The units will provide much needed instructional space on a temporary basis for the school.

The exterior finish of the modular units is vertical Hardiepanel fiber cement boards which will be painted to match the brick tone of the existing building. The units will be extensively landscaped in keeping with the natural setting of the school and adjacent parkland which will serve to blend their appearance into the surroundings. All existing trees will be maintained.

The roof is a single-ply membrane with flat low slope, pitched towards the long walls with gutters and downspouts.

The six exterior doors will be painted brown to match the south exit doors on the school.

Existing site lighting near the proposed location of the classrooms consists of three pole mounted fixtures, soffit lights at exit doors, and building mounted lights on nearby classroom walls. New small lighting fixtures will be located at each of six doors and on the underside of the covered walkway.

Covered Walkway and sidewalks

A metal noncombustible covered canopy will be installed to provide protection from the weather for students walking between the school and the modular classrooms. The metal finish will approximate the existing metal fascia color on the classroom wing.

Existing asphalt will be utilized as possible for access to and from the units. Where needed, new sidewalks will be added.



Location of proposed modular classrooms, southwest side of the school



Crow Island School
Modular Classroom Submission

Existing Site Photographs
(Reference site plan for locations)



Photo 1, looking west



Photo 2, looking west



Photo 3, looking north toward southwest classroom wing with entry doors



Photo 4, looking south



Photo 5, looking east



Photo 6, east from the Park District shelter

Manufacturer sample information

By Industry Solutions

- > COMMERCIAL
- > CONSTRUCTION
- > **EDUCATION**
- > GOVERNMENT
- > HEALTHCARE
- > INDUSTRIAL/ENERGY
- > SPORTS AND ENTERTAINMENT
- > FRANCHISE AND RETAIL

TESTIMONIAL

TEMPORARY EDUCATION BUILDINGS

ModSpace can add buildings almost anywhere on your campus in half the time of traditional building, and without distracting students.

Temporary school buildings are ideal for schools in search of an immediate or short-term solution due to increasing enrollments, scheduled construction or rebuilding after a disaster.

Portable classrooms can be:

- > Ready in weeks, not months
- > Placed almost anywhere on your campus
- > Configured to your precise specifications
- > Delivered from our nationwide inventory

Modular classrooms are also easily relocated within your district to meet changing needs.



PLAT OF SURVEY
 OF



THAT PART OF VACATED GLENDALE AVENUE AND OF THE EAST 13.00 FEET OF LOTS 37 TO 47, INCLUSIVE, IN BLOCK 1 IN VERNAMO, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 30, 1891 AS DOCUMENT NUMBER 1560706, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE, 250.00 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE, 46.00 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1926 AS DOCUMENT NUMBER 9327144, IN COOK COUNTY, ILLINOIS.

---TOGETHER WITH---

LOTS 48 TO 70, BOTH INCLUSIVE AND THE EAST 17.0 FEET OF VACATED GLENDALE AVENUE, LYING WEST OF AND ADJOINING LOTS 61 TO 70, BOTH INCLUSIVE, IN ALLES' SUNSET SUBDIVISION OF THE NORTHEAST 1/4 OF THE SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1926 AS DOCUMENT NUMBER 9327144, IN COOK COUNTY, ILLINOIS.

NOTE:
 LEGAL DESCRIPTION AS STATED ABOVE IS A COMPOSITE OF THE LEGAL DESCRIPTION, OR PARTS OF LEGAL DESCRIPTION AS SHOWN ON PLATS OF SURVEY BY OTHERS. DEEDS HAVE NOT BEEN PROVIDED TO THIS SURVEYOR FOR THE BENEFIT OF THIS BOUNDARY AND PLAT OF SURVEY.

- LEGEND**
- ACU = AIR CONDITIONING UNIT
 - BOL = BOLLARD
 - CLF = CHAIN-LINK FENCE
 - CN = CROSS NOTCH
 - CONC = CONCRETE
 - DI = DUCTILE IRON
 - DU = DESTINATION UNKNOWN
 - ELEC = ELECTRIC
 - F/F = FINISHED FLOOR
 - HH = HAND HOLE
 - HR = HAND RAIL
 - I = INVERT
 - IP = IRON PIPE
 - LSP = LANDSCAPE PERIMETER
 - M = MEASURED
 - METAL = METAL
 - OHW = OVERHEAD WIRES
 - PST = POST
 - PVC = POLYVINYL CHLORIDE PIPE
 - R = RECORD
 - RR = REINFORCED CONCRETE PIPE
 - SA = SANITARY
 - SFR = SPLIT RAIL FENCE
 - ST = STORM
 - TMBR = TIMBER
 - TRANS = TRANSFORMER
 - UGW = UNDERGROUND WIRE
 - UP = UTILITY POLE
 - = MANHOLE
 - ⊗ = ROUND OPEN GRATE MANHOLE
 - ⊕ = SQUARE OPEN GRATE MANHOLE
 - ⊖ = VALVE VAULT
 - ⊞ = BOX
 - ⊟ = SIAMSE WATER CONNECTION
 - ⊠ = IRRIGATION CONTROL VALVE
 - ⊡ = CLAY WIRE
 - ⊢ = LIGHT ON POST
 - ⊣ = LIGHT ON MAST
 - ⊤ = SIGN WITH SIGN NOTE NUMBER
 - ⊥ = SIGN WITH SIGN NOTE NUMBER
 - ⊦ = BROADLEAF VARIETY WITH TRUNK DIAMETER IN INCHES
 - ⊧ = EVERGREEN VARIETY WITH UMBRELLA WIDTH IN FEET
 - ⊨ = ORANGE PIN FLAG
 - ⊩ = ELECTRIC PIN FLAG
 - ⊪ = 88-0 CONCRETE CURBING
 - ⊫ = 88-12 CONCRETE CURBING
 - ⊬ = DEPRESSED CURBING
 - ⊭ = CONCRETE
 - ⊮ = BRICK

- SIGN NOTES:**
1. NO PARKING SIGN
 2. CROSSWALK AHEAD SIGN
 3. STREET SIGN
 4. STOP SIGN FACES WEST AND NO PARKING SIGN FACES EAST
 5. STOP SIGN
 6. NO LEFT TURN SIGN
 7. "SCHOOL SPEED LIMIT 20"
 8. RESERVED SIGN
 9. HANDICAPPED PARKING SIGN
 10. "DO NOT ENTER"
 11. "NO OUTLET"

NOTE A:
 UNABLE TO DETERMINE PIPE SIZE AND TYPE DUE TO RESURFACING OF INTERIOR OF MANHOLE, PIPE NOT VISIBLE.

UTILITY INFORMATION SHOWN IS BASED ONLY ON VISIBLE SURFACE EVIDENCE AND INFORMATION SUPPLIED BY OTHERS.

BUILDING MEASUREMENTS AND PROPERTY LINE TIES, AS SHOWN HEREON ARE REFERENCED TO OUTSIDE OF CONCRETE FOUNDATION WALLS.

FENCE TIES ARE REFERENCED TO CENTER OF FENCE POST.

NO DIMENSIONS TO BE ASSUMED FROM SCALING

EASEMENTS AND BUILDING LINES AS SHOWN HEREON (OR THE VACATION OF THE SAME) ARE DERIVED FROM RECORD PLATS OF SUBDIVISION AND OTHER PUBLIC DOCUMENTS MADE AVAILABLE TO THIS SURVEYOR. ADDITIONAL EASEMENTS, BUILDING SETBACKS AND OTHER RESTRICTIONS MAY EXIST OVER THE SUBJECT PROPERTY AND WOULD BE IDENTIFIED BY A TITLE SEARCH. ZONING DISTRICT HAS NOT BEEN DETERMINED. FOR CURRENT ZONING RESTRICTIONS CONTACT LOCAL MUNICIPALITY.

COMPARE YOUR LEGAL DESCRIPTION AND BOUNDARY MONUMENTATION WITH THIS PLAT AND AT ONCE REPORT ANY DISCREPANCIES WHICH YOU MAY FIND.

PROJECT BENCHMARK:
 NGS MONUMENT LAK137.1A (A22875), MONUMENT DESCRIBED AS LOCATED APPROXIMATELY 3.4 MI NORTHWEST OF LAKE BLUFF, 4.5 MI NORTHEAST OF LIBERTYVILLE IN SECTION 9, T46N, R12E. TO REACH FROM THE JUNCTION OF IL RT 43 AND IL RT 137, PROCEED EAST ON IL RT 137 0.2 MI TO THE STATION LOCATED IN GRASS MEADOW 35 FT SOUTH OF THE CENTERLINE OF IL RT 137 WESTBOUND. STATION IS 133 FT SOUTHWEST OF 24 IN ELM TREE, 83.8 FT SOUTHWEST OF MANHOLE, 58.3 FT SOUTHWEST OF INLET, 12 FT NORTH OF INLET, 85.2 FT NORTH OF POWERPOLE, 85 FT EAST OF EDGE OF CONCRETE MEDIAN AND 2.0 FT WEST OF AN ORANGE FIBERGLASS WITNESS POST. NOTE - ACCESS TO DATUM POINT THROUGH 6 INCH LOGO CAP. DATUM POINT IS 0.35 FT BELOW CAP.
 ELEVATION = 707.81 NAVD 88 DATUM

SITE BENCHMARK:
 NORTHEAST HEADBOLT OF A FIRE HYDRANT LOCATED ON THE NORTH SIDE OF MT. PLEASANT STREET NEAR THE SOUTHWEST CORNER OF THE SITE.
 ELEVATION = 627.07 NAVD 88 DATUM

A JULLIE LOCATE FOR THIS SITE WAS REQUESTED AND ASSIGNED DIG #3130519. UNDERGROUND UTILITIES WITH THE EXCEPTION OF MUNICIPAL STORM SEWER, SANITARY SEWER AND WATERMAIN HAVE BEEN MARKED BY JULLIE. REPRESENTATIVES. SAID MARKINGS WERE FIELD LOCATED AND THIS PLAT/MAP INTENDS TO SHOW ONLY THOSE UNDERGROUND UTILITIES THAT HAVE BEEN MARKED BY JULLIE. ADDITIONAL UNDERGROUND UTILITIES MAY EXIST THAT DO NOT FALL UNDER THE JURISDICTION OF JULLIE. OR UTILITIES MAY BE PRESENT THAT WERE NOT MARKED PRIOR TO DATE OF FIELD SURVEY. CALL JULLIE 1-800-892-0123 PRIOR TO DIGGING, OR FOR ADDITIONAL INFORMATION. MEMBER COMPANIES PER JULLIE:
 AT&T DISTRIBUTION
 COMCAST
 METRO WTR REC DIST OF GRTR CHICAGO
 NORTH SHORE GAS COMPANY
 USIC LOCATING SERVICES
 VILLAGE OF WINNETKA

NOTE B1:
 POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SECTION 20-42-13, 222.33' SOUTH OF THE NORTHEAST CORNER.

NOTE:
 TFW SURVEYING & MAPPING, INC. HAS BEEN COMMISSIONED TO PERFORM A BOUNDARY SURVEY OF ONLY THAT REAL ESTATE AS LEGALLY DESCRIBED ABOVE. ALL DATA AS SHOWN HEREON, BUT LYING BEYOND THE BOUNDARY LIMITS AS LEGALLY DESCRIBED ABOVE, INCLUDING (BUT NOT LIMITED TO) LOT LINES, EASEMENTS AND SETBACK LINES IS UNOFFICIAL AND INCOMPLETE AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. THIS SURVEY DOES NOT INTEND TO VERIFY OR SUBstantiate EASEMENTS OR BUILDING LINES (OR THE VACATION OF SAME) ON ADJOINING PROPERTIES (UNLESS OTHERWISE SPECIFICALLY REFERENCED IN A TITLE COMMITMENT AS BEING BENEFICIAL TO OR AN ENCUMBRANCE ON THE PROPERTY AS LEGALLY DESCRIBED ABOVE) REFER TO A PLAT OF SURVEY BY OTHERS AND / OR SEE PUBLIC RECORD DOCUMENTS FOR COMPLETE DETAILS PERTINENT TO ALL ADJOINING PROPERTIES.

THE INTENT OF THIS SURVEY IS TO SHOW AT OR ABOVE GRADE IMPROVEMENTS ONLY. IT IS POSSIBLE THAT BELOW GRADE IMPROVEMENTS EXIST THAT THIS SURVEYOR IS NOT AWARE OF. IN SOME INSTANCES THIRD PARTY UTILITY LOCATING SERVICES HAVE PLACED WITNESS MARKERS AT GRADE TO INDICATE SOME BELOW GRADE IMPROVEMENTS OR UTILITIES. IF MARKED IN FIELD, SAID WITNESS MARKERS HAVE BEEN LOCATED AND ARE SHOWN HEREON. ADDITIONAL BELOW GRADE IMPROVEMENTS OR UTILITIES MAY ALSO EXIST THAT WERE NOT MARKED BY THIRD PARTY UTILITY LOCATING SERVICES FOR THE BENEFIT OF THIS SURVEY.

STATE OF ILLINOIS
 COUNTY OF LAKE

I, THOMAS F. WASHLEW, ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY AS DESCRIBED ABOVE AND THAT THE PLAT HEREON DRAWN IS A REPRESENTATION OF SAID SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

CHARTERED AT GRAYSLAKE, ILLINOIS THIS 17TH DAY OF DECEMBER, 2015.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2915
 LICENSE EXPIRES NOVEMBER 30, 2016

Thomas F. Washlew

ATTACHMENT D

DRAFT

**Winnetka Design Review Board/Sign Board of Appeals
February 18, 2016
Excerpt of Minutes**

Members Present:

John Swierk, Chairman
Kirk Albinson
Bob Dearborn
Brook Kelly
Michael Klaskin
Paul Konstant
Peg Stanley

Members Absent:

None

Village Staff:

Brian Norkus, Assistant Director of Community
Development

* * * *

Consideration of Certificate of Appropriateness and Comment to Village Council Regarding Proposed Modular Classrooms at Crow Island School, 1112 Willow Road

Greg Kurr introduced himself to the Board as the CFO of Winnetka 36. He then introduced Julie Pfeffer, the Principal of Crow Island and Carol Pugh, the district architect. Mr. Kurr informed the Board that they have had community meetings and meetings with parents and provided them with a presentation which they will now present to the Board.

Dr. Pfeffer stated that they have had four sessions, two with neighbors and two with parents with a couple more meetings scheduled for March and that they are trying to incorporate feedback as they get it. She then stated that with regard to why they are requesting the temporary classrooms, the 387 students at Crow Island all have access to instructional programs and all of the specials that all of the district 36 students have and that they are placed in classrooms based on the district guidelines. Dr. Pfeffer also stated that they benefit from a wonderful community and a great teaching staff. She noted that their building is a nationally historic landmark of which they are very proud.

Dr. Pfeffer went on to state that some of their space constraint comes from a bit of an enrollment bubble that they had with first grade and that they currently have 21 sections of classes and that they are five sections at first grade. She stated that the five sections cause the need for additional space for scheduling their specials classes which are music, gym, Spanish, etc. as well as the need for additional space to provide small group instruction for students who need it. Dr. Pfeffer stated that in order to accomplish that, every available space is being used including the hallway.

Dr. Pfeffer then stated that when they knew they were going to have five sections of first grade

over the summer, they made some preliminary space changes in the school to try to prepare which included the creation of three small spaces in the basement as well as the movement of the special educational program at Crow Island into another elementary school in the district and which will be phased over to Hubbard Woods next year. She also stated that they moved the district's publication department to Washburne School.

Dr. Pfeffer informed the Board that they have been in the space with these adjustments for four months into the school year and that they realized that they were still crunched for space. She informed the Board that they currently have eight special educational staff members in one classroom which she indicated is not ideal.

Dr. Pfeffer stated that there are longer term solutions to address these space issues such as waiting for the enrollment to go back down or to start investigating the school boundary site and redistrict, as well as investing in construction similar to addition. She stated that those alternatives would require time and that they have students now for which they have to provide solutions. Dr. Pfeffer stated that the proposed short term solution would allow them to watch the enrollment to see if it would go down as projected and would allow them time for further study to see if they would want to create a new addition which would take some time and thought.

Dr. Pfeffer stated that another factor that caused some complication is the kindergarten factor extension which would happen in the 2017-2018 school year which would also require additional space. She stated that in the proposal, there is a phase in of the temporary classrooms with the first phase being for the first installment this summer and which would allow them two additional classroom spaces and that if the school board was to approve the extended day kindergarten, the second unit would allow those two additional spaces for the kindergarten classrooms and that other programs would use the units as opposed to for the kindergarten classes.

Dr. Pfeffer informed the Board that they determined at a staff meeting yesterday that if the first phase is approved, it would be used for Spanish and music programs for students in grades 1-4 for Spanish and K-4 for music. She then stated that maybe that program may not be offered to all districts and may be for only the two other elementary schools.

Mr. Kurr stated that they all know what a temporary classroom looked like and that the main thing here is that they have two bodies of government to adhere to in terms of regulations, one of which is the Illinois School Code. He noted that everything they would do would be in compliance with that and that one of the interests would be to have the units sprinkled which they planned to do.

Mr. Kurr stated that the next question related to how long they planned to have the units in place. He stated that they are required by the Illinois School Code to report every year as to what their intentions are in terms of revisions and what they are asking for is to have one of the units in place for four years and the other for three years which would provide them time to get the first grade bubble through the school as well as to have sufficient time to do some longer term planning and also to get the kindergarten program up and running if it is approved.

Mr. Kurr then referred the Board to an illustration of the A plan which would go in first with the second unit to be installed the second year. He stated that the first unit would be installed in the

summer and that while nothing has yet been approved by the school board, they have been advised and they were told to continue on with the process. Mr. Kurr then stated that the units would be air conditioned and painted and that they planned on providing landscaping around the perimeter of the units on all four sides. He noted that the A unit would be tucked against the Park District property which is a wooded area.

Mr. Kurr stated that the other issue that came up with the parent group is safety and that they would do everything they are required to do over and above that and if there are any ideas that come up in discussions in terms of making the units as safe as possible, they would do that. He informed the Board that the units would be tied into the building and will be sprinkled along with security cameras and would have all communication factors back and forth with the building as well.

Mr. Kurr then referred the Board to an illustration of the configuration of the units which Ms. Pugh would be going through. He then referred the Board to the southwest corner of the building and the property line with the Park District and stated that there are a number of reasons as to why this location was selected. Mr. Kurr identified it as an area where they have had temporary classrooms in the past as well as the fact that it is the furthest area from the street from the south and east although it would still be visible from both of those areas. He informed the Board that one of the areas they did consider as a point of reference is on the east side of their property which is an area with asphalt currently. Mr. Kurr stated that with regard to the installation plan, they planned on installing one unit this summer with the second unit going in if the kindergarten program is approved.

Mr. Kurr also stated that with regard to communication, he informed the Board that since they began the process in November and received direction to go forward, they are working on a tight timeline with the school board, the Village boards as well as working with the community with meetings. He reiterated that they are attempting to gain insight from the public as well as to accommodate some of the ideas they are coming forward with. Mr. Kurr noted that the parent groups are in support of the project as far as the units, security, lighting, etc. He then stated that with regard to the neighborhood, their primary interest is enhancing some of their landscaping as well as the appearance of the units themselves. Mr. Kurr stated that they brought up putting the units on the northwest corner of the property which they investigated. He informed the Board that area did not hold a lot of promise and that they would identify the reasons for that. Mr. Kurr added that with regard to dates, this is their first meeting with this Board and that they would be going forward on a concurrent track.

Ms. Pugh stated that with regard to Crow Island and the location of the property, she identified the streets by which they are bounded and that to west of the property is the Crow Island Woods. She then identified the jog in the property line and referred to the wings which were added onto the school. Ms. Pugh stated that they looked at several ways to locate the units and that with regard to the north side on Willow, it would be too visible and congested and that to the east, they were limited in terms of the width of the units in proximity to the building. She stated that to the southeast would take away too much of the play space. Ms. Pugh stated that they selected the proposed space since modular units had been there before and that from Willow Road and the community at large, the proposed location is the best location.

Ms. Pugh stated that it has also come up at community meetings the consideration of putting the units on the northwest side of the school but that is not the school district's property. She also referred to the time constraint as to how fast they had to make things happen and that there is another agency involved as well as the fact that the property is in the 100 year flood zone which created its own set of problems together with MWRD and DNR permitting and the regional Office of Education which also did not let temporary units be located within a flood plain. She then stated that with all of these constraints and the fact that although it is not an ideal location, they are presenting the request to the Board to locate the modular units 15 feet from Hill Road. Ms. Pugh then referred to the solid wall with no windows which is considered a fire wall which is important. She informed the Board that in the packet, there are plans showing where the units would be going and that most of the surface is current paved and is all impervious surface and would meet all of the requirements for building.

Ms. Pugh then stated that with regard to the proposed site plan, the units would be situated in an L-shape configuration and that the reason for that is to try to be cognizant of the large trees in the area so that they would not have to take any trees down. She then stated that turning unit B in an east-west fashion would have less of an impact on the soccer field. Ms. Pugh then asked if there were any questions.

Chairman Swierk stated that if they were to go to brick and mortar, where would the additions be located.

Ms. Pugh responded that it would depend on whether they would be classrooms or lunchroom space, etc. and that it may be an addition to the southeast wing. She reiterated that they have a lot to think about in this process and that one thing to think about is to connect the two wings. Ms. Pugh also stated that there may be some kind of glass separation due to the landmarked status of the building.

Mr. Dearborn asked which parts of the structures would be viewed by the public and asked if they would be seen from Willow Road.

Ms. Pugh stated that they would not be seen from Willow Road in this location. She then identified the point from which they would be visible which is the field by the shelter on the Park District property. She then stated that from Mt. Pleasant, there is a berm and some landscaping and that you may be able to see them from the second floor. Ms. Pugh noted that there are homes along Mt. Pleasant and that for the homes on Glendale, they may be able to see down the driveway and estimated it to be approximately 300 feet from the side of Glendale to the units. She informed the Board that part of the conversations they have had with the neighbors is to add some additional landscaping in an area she identified for the Board.

Mr. Dearborn stated that the critical parts of the building are the south and east and asked if they would be landscaping those areas.

Ms. Pugh confirmed that is correct. She then stated that the landscape architect is on board to consider whether it would be evergreen screening or fencing to screen this portion of the property. Ms. Pugh stated that there is nothing in place at the moment and at this stage, they are considering

the landscaping for the units themselves.

Mr. Konstant stated that although it ties to this, it has also been described as a maintenance issue.

Ms. Pugh stated that in terms of landscaping, they have to realize that these are modular units and that there is nothing architecturally or aesthetically right about them and that they would try to dress them up the best that they can. She stated that the landscaping would be mostly evergreens which would vary in height along with boxwoods as well as to mix in other plants for seasonal interest and that they have to be selective as to what they can put in the shady areas. Ms. Pugh then referred to the ramps and stairs which would come out of the units and that the finished floors would be 30 inches above the ground. She also stated that they would put landscaping in an area to hide the ramp.

A Board Member asked what type of fence would be used.

Ms. Pugh responded that they have not selected it yet.

Mr. Kurr stated that was one of the conversations that they had with the community. He also stated that they do not want to have it so enclosed that you cannot see the children.

Ms. Pugh went on to state that the units would be basically rectangular units with no plumbing other than the sprinkler system. She noted that the students who would be going back and forth would not be out there all day. Ms. Pugh then stated that one of the things that came up at the community meetings was the vertical siding for the units and that they have since changed that to be more contextual and that while the brick would match the building, it is the best they can do. She also stated that it would be painted to have the brick tone of the building. Ms. Pugh then stated that there would also be a covered canopy walkway over to the entrance where you see the ramp and that it would stop there until the decision is made as to whether to have the second unit. She also stated that there would be a green awning similar to that at the Skokie School.

Ms. Pugh stated that with regard to other construction of the units, it would be a hardy Board which she described as an improvement over what was previously used on the modular units and wood siding. She then stated that with regard to roofing materials, there would be rubber ___ and gutters and downspouts. Ms. Pugh stated that another issue that came out of the community meetings were windows and that they are showing the use of more windows for the units.

Ms. Kelly asked if there could be skylights in the units.

Ms. Pugh stated that there cannot and that the one thing about the units is that they are only what they have to be and that they cannot add a green roof or skylights, etc. and that there is very little in terms of options as to what they can do. She then identified the color of the units themselves and agreed that they can be painted and that they would be painted to match the brick.

Mr. Dearborn asked how the color was selected.

Ms. Pugh stated that it would be the color of the existing school.

Mr. Konstant asked if the awning would be a darker color.

Ms. Pugh confirmed that is correct and noted that the awning would be a dark green color and referred to the posts for the walkway. She added that the doors would be painted dark brown and that the posts would be white.

Mr. Konstant then asked if the awning went to a back door.

Ms. Pugh confirmed that is correct

Mr. Klaskin then asked if they would be adding windows to what they see or are they adding windows.

Ms. Pugh stated that they are going to have the manufacturer add windows to the end which is the only place that they can add windows.

Ms. Kelly asked if they cannot cut in a skylight and referred to natural light and how shady the area is.

Mr. Klaskin stated that is part of his concern and that the classrooms all have great natural light while the units do not. He also asked what is the plan if the population went down and asked if the units would be removed or if they planned to keep them permanently in the event that more children show up in a couple of years.

Mr. Kurr informed the Board that the idea is to look at a longer term plan while they are in place and that redistricting the right way takes about a year and a half to go through. He then stated that the fact if they were to put in bricks and mortar and the fact that this is an historic building, it would take approximately two years to go through. Mr. Kurr added that the population that is in there now as far as the first grade will be there for another three years.

Ms. Pugh then stated that due to the restrictions, they have to be removed and that for temporary classrooms, they have to be temporary.

Mr. Klaskin then asked if the student enrollment dipped and there is a period of time where there are not necessarily as many students for which they would need the units like they do today, would the plan be to say that they served their purpose and to remove them until they decide they need them again or they decide to expand with brick and mortar.

Mr. Kurr stated that there are projections for things like that and that you have to get the student body. He also stated that a three year horizon is pretty accurate.

Chairman Swierk stated that this is temporary and that from a zoning standpoint for the Village, there would be a deadline on zoning which was presented when they first started.

Mr. Klaskin referred to situations where there is opposition to redistricting or if funds are not raised, etc. He stated that is his concern which he described as a sore thumb.

Ms. Kelly asked if they went through the same thing in Hubbard Woods.

Ms. Pugh confirmed that is correct and that 19 years ago, there was a temporary classroom there for four years and that they then did a one classroom addition.

Mr. Kurr stated that with regard to the comment in connection with the Park District, he stated that they called to have an intergovernmental agreement with the Park District as far as the encroachment and that with regard to the northwest consideration; they can go to them as far as going entirely on their property. He stated that some of the things that would be involved with that is that they have to be 35 feet off of the building and Park District and that all of the playground equipment would have to accommodate the "L". Mr. Kurr stated that another issue related to dealing with the flood plain and that based on the calculations that they have gone through and they have checked with the Village, the area where they planned to place the units is one of the few if not the only areas which is not in the flood plain. He then stated that one of the questions is to have a 500 year flood plain which Ms. Pugh investigated.

Mr. Klaskin stated that alternative would make it much more visible from Hibbard Road.

Ms. Pugh noted that where they planned to locate the units now is not in any flood plain or hazardous area.

Ms. Kelly asked what were the negative comments in connection with the proposed location.

Mr. Konstant asked if they thought of any other color as proposed to matching the building since they are never going to match the building color and suggested the use of a dark green color.

Ms. Pugh responded that alternative was considered and is an option.

Mr. Klaskin asked how is the air flow in general and that at Crow Island, it is a little stagnant. He then stated that with regard to the comment to locate them in the northwest corner, it would be that much further away from the bathroom facilities.

Chairman Swierk then asked the audience members for their comments and asked that the comments be limited to five minutes.

Emily Reynolds, 317 Glendale, stated that she has children at Crow Island and that she has lived on Glendale across the street from the blacktop for 10 years. She stated that they would be looking directly at these trailers and was one of the people asking them to investigate putting them in another location. Ms. Reynolds then referred to the children's play area and that the view is tucked away from Willow Road with the trees. She then stated that they found out about the plan a couple of weeks ago and that they have not had time to learn enough yet. Ms. Reynolds then identified the blacktop at Crow Island and that Glendale has become a one way street over the last couple of years. She then stated that they lost their ability to park on one side of the street. She also stated that the landscaping along Glendale and Mt. Pleasant has fallen into disrepair and that now they are going to be looking through a gray weed patch at trailers which she described as a sour pill to swallow. Ms. Reynolds then stated that she understood that the trailers are a necessary evil but that many of the neighbors could not be at this meeting and asked that the district look into

ways to make this more palatable for the neighbors. She also stated that they love looking at the school and that they can see through the weed patch the woods and that their view would now be turned into looking at trailers through the weed patch. Ms. Reynolds commented that they would need some substantial landscaping around the trailers and asked that there be substantial landscaping around the trailers as well as in another area she identified for the Board. She stated that they all try to be good neighbors to the school and have been patient and have worked with traffic, etc. and asked that the district now be kind neighbors.

Mr. Konstant asked Ms. Reynolds that if they were to put relatively large evergreens along Glendale, would she be comfortable with that.

Ms. Reynolds stated that there is a large driveway and identified a mud mound which was previously grass and that there needed to be a lot of evergreens. She referred to the fact that the school or the PTO may not have the funds to do a project like this and that it falls to the district.

Shannon Pope, 311 Glendale, introduced herself to the Board as a parent at Crow Island and a neighbor. She stated that although she realized that the school needed space, she would like to echo what Ms. Reynolds stated and added that although they had their first meeting last week and provided a lot of feedback, she described the plans as not complete and the fact that there are lots of ideas in the air. Ms. Pope stated that they would like to see what it would look like when it actually comes together as far as the plans for the landscaping. She then identified her home on an illustration for the Board and stated that it would look directly at the trailer for four years which is a long time and would also affect their property values. Ms. Pope stated that if they have to be in this location and that she hoped that the applicant would explore the alternative location since they are already using the Park District land for the play area, if they have to be there, they do not want to see them. She stated that they would like to see the landscape plan not only for the area near the blacktop but for Glendale and Mt. Pleasant as well and that you can definitely see the trailer from grade level at Mt. Pleasant since the landscaping has deteriorated over the years. Ms. Pope stated that while the use of evergreens would help, they would like to see a more fully formed plan before anything moved forward.

Chairman Swierk asked if there were any other comments. He then stated that with regard to landscaping, there was landscaping there at one point and that it may be a maintenance issue. Chairman Swierk then referred to what was approved.

Mr. Kurr commented that it is a fair statement that the process has moved along fairly quickly and that they are getting feedback. He also stated that since these conversations, they have a landscaping architect going through the plans and that once it comes together; they will look at what makes sense.

Chairman Swierk stated that whatever landscape plan is used on Glendale and Mt. Pleasant will be forever.

Mr. Kurr stated that in connection with Chairman Swierk's comment, they do not want it so dense that you cannot see anything. He then stated that he is sure that they would come up with a good plan.

Ms. Pugh then stated that since the space is used differently now than it was years ago as well as the fact that the traffic pattern is different, she stated that she would assume the neighbors would say that it is improved in terms of safety and traffic flow which has impacted landscaping.

Chairman Swierk suggested that the matter be postponed until the applicant has had time to get more landscaping plans together and come back to the Board next month which would not impact their schedule since the request would be presented to the Village Council in April.

Mr. Klaskin asked the applicant if they could put together a landscape plan by next month.

Ms. Pugh agreed that the matter happened very quickly and stated that they would not have enough time for review back and forth with the community.

Mr. Kurr confirmed that they would have meetings.

Mr. Albinson suggested making sure that they have commentary in that regard although the Board would not take any action.

Chairman Swierk also suggested that they explore the northwest side.

Mr. Klaskin stated that with regard to the neighbors who have voiced their opinion, they would be opening up a whole other channel for those on Willow Road who would have to be alerted and referred to the view from their perspective. He then stated that from a logistics standpoint and as far as accessibility from the school, if they were to put the units on the Park District property, it would be a little further away and it would not be as cohesive.

Mr. Kurr stated that other than looking at the northwest side of the property, all of the points raised were valid.

Ms. Pugh stated that there are a couple of points in connection with when they come back; she identified the play equipment which would need to be relocated and identified alternative locations for it.

Mr. Albinson stated that he would like to offer a couple of comments and stated that with regard to the landscaping, he did not think that anyone objected to it from a beautification standpoint but from a concealment standpoint. He then referred to the use of 6 foot Arbor Vitae to wrap the whole thing. Mr. Albinson stated that it represented an opportunity to possibly look at the driveway access to the rear and suggested that there could be a slight redesign to that. He stated that might help to conceal the view from the street.

Mr. Klaskin stated that they have to have emergency access as well back there.

Mr. Konstant then referred to the triangular green space and stated that something could be put there as far as the use of conifers which could be moved when the time came.

Mr. Albinson reiterated that since the pavement for the driveway is not in the best shape, there was an opportunity to improve that so that they would not have to travel from the sidewalk all the way to the building. He then stated that although it sounded as though the landscaping is needed long term, he referred to wrapping the building with landscaping and that it might be cost effective to look at it from various vantage points. Mr. Albinson also suggested working with the community to find out what is the optimal solution for landscaping for concealment purposes.

Mr. Konstant suggested that the applicant buy boxwood in four foot squares and put them right on the building.

Penny Lanphier introduced herself as being on the Crow Island Building Committee and stated that they are going through a lot of research now to create a preservation plan for the building and that one of the elements for the building related to the original landscaping plans for the building and that she would see what she could find out in terms of the proposed landscaping plan.

Mr. Albinson commented that it would be helpful with the coloring to provide some street level renderings that would help inform the community how this would look from different public vantage points.

Ms. Kelly moved that the Board table the decision. The motion was seconded. A vote was taken and the motion was unanimously passed.

AYES: Albinson, Dearborn, Kelly, Klaskin, Konstant, Stanley
NAYS: None

Respectfully submitted,

Antionette Johnson

DRAFT

**Winnetka Design Review Board/Sign Board of Appeals
March 17, 2016
Excerpt of Minutes**

Members Present:

Kirk Albinson, Acting Chairman
Bob Dearborn
Brooke Kelly
Peggy Stanley

Members Absent:

Michael Klaskin
Paul Konstant
John Swierk

Village Staff:

Brian Norkus, Assistant Director of Community
Development

Call to Order:

Chairman Albinson called the meeting to order at 7:00 p.m.

**Zoning Case #16-05-SU: Consideration of Certificate of Appropriateness
and Comment to Village Council Regarding Proposed Modular Classrooms
at Crow Island School, 1112 Willow Road (Continued From Previous Meeting)**

Greg Kurr introduced himself as the CFO of School District 36 and stated that they were at last month's meeting and provided a presentation as to what their needs are as far as students at Crow Island and put forth a plan to put in some temporary classrooms. He stated that at that meeting, with regard to one of the pending things that the Board would like to see, he referred to their discussions with the neighbors with regard to landscaping and doing some berms in some of the surrounding areas. Mr. Kurr stated that since that time, they have finalized that plan and that they do have their landscape architect here to present that. He also stated that they formed a committee with their neighbors and that they seemed very satisfied.

Katherine Talty introduced herself to the Board and stated that she was hired by the School District to discuss the landscaping with the district and the neighbors. She began by stating that they have had several meetings to target what the areas of concern were for the neighbors and as it pertained to the modular classroom locations. Mrs. Talty stated that overall, the opinion is that the location of the units is a pretty good solution in terms of the distance from the neighbors but that however, there were some areas that have unobstructed views down one particular asphalt path that ran straight back to the units.

Mrs. Talty stated that they set their sights on three goals which included to obscure the view from the neighbors on Glendale and Mt. Pleasant by targeting three areas, the first of which related to a natural berm which surrounded the property. She stated that the objective is to continue the naturalized planting which has over time been taken over by some invasive plant species and that they would do some maintenance work and clearing of buckthorn, etc. Mrs. Talty also stated that

they would do some planting to enhance the perimeter view and take some measures to prevent further erosion of the berm.

Mrs. Talty informed the Board that objective number two was to provide a place for the children to be picked up and dropped off. She stated that the locations were changed and identified one area as an asphalt path which allowed for the view into the property. Mrs. Talty stated that the area itself is relatively shady, established plants and the children who have over time killed some of the lawn since everyone stood in one spot on the grass. She stated that they want to give them a better place to cue up and that they have created a drop-off area for the children to stand and wait on Glendale.

Mrs. Talty identified the final objective as the landscape planting which did not change dramatically from what the Board has seen. She stated that they realize that the plantings would be as temporary as the modular units and that they took the approach to put in plant material that would eventually be transplanted elsewhere on the property.

Mrs. Talty then referred the Board to the berm and its naturalized areas. She then stated that they would have the opportunity to collect some woodchips from the Village and use them to groom the trails which already exist as well as to add some woodland plants on the perimeter which would visually block some of the holes which already exist in the berm. Mrs. Talty stated that on the southern exposure, they do not have that issue and referred to the use of shade tolerant evergreens to shield the views from second floor elevations.

Mrs. Talty stated that with regard to the drop-off area, she identified the existing asphalt access drive which would remain the same. She also identified an area of lawn which is now dirt that will be changed to pavers and which will also be bounded by shrubs and evergreens to visually obstruct the view down into that driveway. Mrs. Talty then stated that there would be plants between the public sidewalk and the drop-off area and which would also serve as a visual and physical barrier for the children. She noted that the existing play area in that location would remain the same.

Mrs. Talty identified the plant palette as a mix of evergreen and some shade woodlands and plants that would occur naturally in this type of environment that would tolerate the conditions and abuse. She then provide the Board with an illustration of the before and after conditions.

Ms. Stanley questioned the plantings near the building.

Mrs. Talty identified the L shape configuration and the existing condition of the school. She stated that the L shape represented the existing knee wall. Mrs. Talty stated that they still want the children to be able to circulate in that area. She then referred to the foundation planting which she stated is not that different than what the Board was shown before and that the only change related

to their consideration of plants which would be easily transplantable once the modular units are taken out. Mrs. Talty stated that it would be a mix of evergreens, shade tolerant evergreens, shrubs and viburnum which would be able to tolerate the shade and abuse by the children.

Mr. Dearborn asked what was the concern with regard to the color of the building. He also how big is the size of the drop-off.

Mrs. Talty responded that it is 455 square feet.

Mr. Dearborn then questioned water runoff.

Mr. Norkus informed the Board that it would be looked at as part of the engineering process.

Carol Pugh added that she checked the amount of impervious surface on the lot and that they would be under the amount allowed.

Ms. Kelly asked what material would the pavers be.

Mrs. Talty stated that they would be standard one size brick pavers in a neutral color. She stated that in the packet of materials, there is limestone and brick. Mrs. Talty informed the Board that the thought was for it to go away.

Ms. Stanley stated that in terms of the size, the limestone pavers would be more in keeping with the size that is shown.

Mrs. Talty reiterated that the thought with regard to the pavers is to make them as invisible as possible.

Ms. Stanley suggested that thought be given to using a different scale.

Mrs. Talty stated that they considered some other ideas and that since it would be near brick at one point, they were thinking of going with a larger format at that point but they then moved it away from brick. She then stated that it is never going to look like that limestone.

Chairman Albinson stated that the applicant would finish their presentation and then they would take public comments.

Carol Pugh from Green Associates Architects introduced herself to the Board and stated that she is back to follow-up on the Board's recommendation and comment with regard to the lightness of the color that was selected the last time which was light tan and more in keeping with the brick color of the building and that the recommendation was to consider the use of something darker to allow the

building to fade away more into the vegetation. She stated that they also heard that loud and clear from the community members.

Ms. Pugh stated that they have come back with a dark taupe color which she described as very neutral and that it is the color of the tree trunks and bark behind it since the tree bark is what you would see in relation to the modular units. She stated that there would be a hardy board panel. Ms. Pugh then stated that they did not want to go any darker than that such as with dark chocolate colors or grays or olive green tones and that they would have to keep with the prefinished tones which are available. She also stated that they did not want to go as dark as black tones because of the canopy that ran along the east side and that she estimated it to be approximately 10 feet deep which would be there as a covered walkway. Ms. Pugh informed the Board that an elevation of the modular unit she identified for the Board would be in the shadow most of the time and that when combined with the tree canopy, it is mostly a shady area anyway as Mrs. Talty mentioned. She stated that she hoped that this is what the Board envisioned from the last meeting. Ms. Pugh then asked the Board if they had any questions.

A Board Member asked what the canopy material is.

Ms. Pugh responded that it would be a flame retardant vinyl material for which they selected a neutral gray tone. Ms. Pugh added that the students would not see the color from underneath and that they wanted to keep it light.

Chairman Albinson then asked for any public comments.

Emily Reynolds, 317 Glendale, informed the Board that she lives across from the school and stated that she wanted to thank everyone present and described it as a collaborative and nice process. She stated that they were not very excited about the trailers when they first heard about it and that the applicant has been really accommodating. Ms. Reynolds described it as a good solution and that she loved the idea of enhancing areas that are permanent. She also informed the Board that her neighbor, Shannon Pope, is also happy with the plan as well as several other neighbors.

Mr. Norkus noted that he has received an email from Shannon Pope of Glendale Avenue directed to the DRB, voicing her support for the project as revised. He also noted that a previously distributed communication from Kimberly Brya of Glendale Avenue is on the table in front of Board members. He noted that the communication was written prior to the development of the landscape plan before the board for consideration. Mr. Norkus stated that Ms. Brya asked that her email be circulated to the Board again.

Chairman Albinson asked the applicant if there has been any communication with the neighbors since the February DRB meeting.

Mr. Kurr confirmed that is correct and informed the Board that they have met with Ms. Brya, and that her concern was primarily the location of the unit. He reiterated that they looked at multiple locations around the property, one of which was on the west corner and other locations which were close to Glendale. Mr. Kurr stated that she also asked if the units could be located between the two wings of the school and that the setbacks as far as the fire code did not work with that alternative. He indicated that he is not sure that they totally convinced her but that they did discuss the matter with her. Mr. Kurr stated that the proposed location is the best location.

Chairman Albinson asked if there were any other comments from the Board.

Ms. Stanley commented that it looked so much better and that everyone collaborated and came up with a plan. She also commented that she liked the dark color better and that she was happy to hear that the evergreens would not be located up against the building. Ms. Stanley then stated that the applicant should be commended in working with them.

Mr. Dearborn then moved to issue a Certificate of Appropriateness for the petition as revised for Zoning Case 16-05-SU as submitted. The motion was seconded. A vote was taken and the motion was unanimously passed.

AYES: Albinson, Dearborn, Kelly, Stanley
NAYS: None

Respectfully submitted,

Antionette Johnson

ATTACHMENT E

DRAFT

WINNETKA PLAN COMMISSION EXCERPT OF MEETING MINUTES FEBRUARY 24, 2016

Members Present: Tina Dalman, Chairperson
Mamie Case
Jack Coladarci
Dana Fattore Crumley
Carol Fessler
Louise Holland
Jeanne Morette
John Thomas

Non-voting Members Present: Chris Blum

Members Absent: Caryn Rosen Adelman
Paul Dunn
John Golan
Keta McCarthy

Village Staff: Brian Norkus, Assistant Director of Community
Development

* * * *

Consideration of Special Use Permit Request by Winnetka Public Schools / District 36 for Proposed Modular Classrooms at Crow Island School, 1112 Willow Road

Trisha Kocanda introduced herself to the Commission as the Superintendent of the Public Schools as well as Greg Kurr, the District CFO and Carol Pugh, the project architect. She began by stating that over the past few weeks, they have engaged with the parents and the neighborhood community near Crow Island to share this presentation. Ms. Kocanda stated that she would explain why they are looking at these temporary classrooms, what their long terms plans are for Crow Island and what the temporary classrooms would look like.

Ms. Kocanda stated that they engaged their parents and the neighbors and that they wanted to make sure that they built that shared understanding that they engaged in conversations and gathered that input to inform the school board and the processes along the way. She stated that there is also a slide which represented the feedback that they received from the neighbors and an update that they made to their school board the previous night. Ms. Kocanda informed the Commission that the school board is expected to vote on this at the next school board meeting on March 13, 2016.

Ms. Kocanda informed the Commission that the students at Crow Island currently have access to all of the district's structural programming, their specials, fine arts, physical education, etc. that the Hubbard Woods students benefit from as well. She stated that although the population at Crow

Island is approximately 130 more students than Hubbard Woods and Greeley at 385, she stated that the programming is solid and that the children are benefiting from this approach.

Ms. Kocanda then stated that they placed their students into sections or classrooms per the standard guidelines. She also stated that they have the wonderful support of the community at Crow Island, a great teaching staff and a very special building which has historical significance.

Ms. Kocanda stated that with regard to why they are looking for the temporary classroom solution, she informed the Commission that they have four sections of classes per grade level of students and noted that they have over 90 first grade students currently which necessitated a fifth section at that grade level. She then stated that a few decades ago, Crow Island had over 600 students. Ms. Kocanda stated that with regard to what is different in connection with their expectations today primarily related to their commitment to some of their specials and that when they reviewed their curriculum for arts, physical education and Spanish, they recognized that there was a lot of flexibility from school to school as to how much structural time the students were having at each of those programs. She stated that they decided that those programs are very important to their students and that in the past, when the schools had larger enrollment, they might peel back on some of those specials and referred to the disparity of costs.

Ms. Kocanda also stated that they have a program that is required and titled by the state as a mandated Response to Intervention and that the purpose of that it flipped how they service children a little. She then stated that in a traditional special education model, students would have to keep failing through the system before they received services. Ms. Kocanda stated that the state stated that they have to have a response to intervention model which allowed them to intervene early on behalf of students so that the route to services is not special education and that essentially, there would be less students in special education.

Ms. Kocanda then stated that what this has to do with regard to space is that it required them to service students earlier in smaller group situations which required more space for a small group structural environment. She stated that with regard to specials consistency, to give the Commission a mathematical domino effect, for every section they have of a grade level, it would add 13 30 minute sections of specials a week to the schedule. Ms. Kocanda then stated that with regard to Response to Intervention, she spoke to the principal, Julie Pfeffer, about this and that it amounted to 100 to 125 students who would receive those services.

Ms. Kocanda went on to state that they knew going into the school year that they would have an extra section at first grade and that they made some changes last summer that they felt were adequate changes, such as having the publication office at Crow Island servicing the district moving over to Washburn and a special education district program that they have since moved to Hubbard Woods. She then stated that in going through the school year in November, they recognized that they are servicing students in the hallways for Response to Intervention and that there are eight teachers in a classroom which are servicing some of the small group classes and that they want to expand and make some more room for some of that programming to provide some relief.

Ms. Kocanda stated that for their students at Crow Island today, they want to look at an interim

solution. She stated that they also recognize that the district needs time and responsibility to look at longer term solutions to address the space. Ms. Kocanda then stated that one is that there could be a self-correction at Crow Island and that the larger first grade hopefully moved on to the Skokie School. She stated that they can also investigate school boundary shifts and informed the Commission that it takes approximately 10 years to recover from significant events of the school system, one of which is a strike and the other is redistricting. Ms. Kocanda stated that it would take at least a year to look at redistricting and the long term impact on the community. She stated that they could also invest in looking at construction at Crow Island but that they did not forecast another expected growth spurt and that it looked to be declining by approximately 2% per year.

Ms. Kocanda then referred the Commission to the summary slide which indicated that the project would provide immediate relief to look at some temporary classrooms and that the overall enrollment projection does not look to sustain a high level at Crow Island and would allow them to investigate the costs of other long term solutions. She also stated that another factor complicating the situation is the fact that the school board is considering extending the kindergarten day from a half day which would require additional classroom space. Ms. Kocanda informed the Commission that the kindergarten day study has been ongoing during the school year and that the school board is expected to make a decision in May which would take effect in the 2017-2018 school year. She stated that related to the discussion with regard to phase two of a temporary classroom or that in May, they could have other alternative options where extended day kindergarten may only be offered at Greeley. Ms. Kocanda then stated that Greg Kurr would now discuss the classrooms themselves and the positioning of them.

Greg Kurr began by stating that the thing to point out that they have two governing bodies over this process which included the Commission and the Village, as well as the Illinois State Board of Education and that they have regulations as far as both of those are concerned in going through the process. He then stated that as far as the units themselves, he identified the A and B units in an illustration for the Commission and stated that each unit would house two classrooms. Mr. Kurr stated that if extended day kindergarten went into effect, there would be four classrooms or two units.

Mr. Kurr then stated that as far as the installation of the units, the first is planned to be installed this summer which they have referred to as providing space relief for the school and that once extended day kindergarten is approved in May, they would be looking to put the second unit in the following summer.

Mr. Kurr stated that in connection with some of the amenities of the units, the exterior painting as far as color tone, they discussed that with the community which is one of the outcomes that the Commission would see on a later slide. He also referred to the design of the exterior as to whether it would be slatted or stucco. Mr. Kurr then stated that landscaping is also a topic of concern and that they have engaged the community and hired a landscape architect. He stated that as far as the community is concerned, they may feel a little pressured as they do and that as Ms. Kocanda explained, they began the process in November or December and began reaching out to the community in January and that they would hear during public comment that although it was a little late, they are attempting to catch up in the process.

Mr. Kurr then informed the Commission that the units would be air conditioned which is attractive for the faculty and the students. He then stated that as far as the technology they have in the buildings, they would be part of the units as well. Mr. Kurr added that in the area of security, it is the same and that there would be lighting, security cameras as well as the fact that they would be sprinkled units which is a requirement.

Mr. Kurr then identified the school building on an illustration for the Commission as well as the southwest doorway and the A unit for space relief which would run in a north-south direction and that the B unit would run in an east-west direction. He then referred the Commission to a summary and the fact that they are going through a tandem plan with the Village and the school board and that the timing would be over two summers in a row. Mr. Kurr also referred to the parent and neighbor engagement sessions and identified some of the outcomes from that. He stated that there is a general consensus as far as space needs from both parties. Mr. Kurr also stated that with regard to questions as to how to utilize the classrooms, he stated that while it was identified that kindergarten being part of the extension program, there is no intent to put kindergarten students in the temporary classrooms.

Mr. Kurr stated that there has also been a third dialog with regard to where to place the units which Carol Pugh would discuss. He then pointed out that with regard to the layout of the property; he identified Willow Road and the open field. Mr. Kurr stated that when they first considered the project, the first location was coming through a road which he identified for the Commission and current asphalted property which would be the most logical and easiest location from a physical standpoint. He then identified the plan for the units at the southwest corner of the property and identified Park District property and the wooded area behind the units. Mr. Kurr noted that this is the furthest location from the property lines and where they have had mobile units in the past. He then stated that the neighboring community has asked them to look at other locations at the northwest corner of the property which is where there is a play area and playground equipment. Mr. Kurr also stated that another alternative would be to locate the units in between the U area he identified for the Commission and that the area progressed down to the basement level and which he described as an arena type area.

Mr. Kurr stated that they have also had commentary from the neighbors as far as where the windows would go and that they would be adding a window to each as well as the color of the material. He then stated that in connection with landscaping, the landscape architect would go through the plan. Mr. Kurr informed the Commission that what that plan deals with is not only around the units themselves but that it also related to the perimeter area and the bermed area around the field.

Mr. Kurr then referred the Commission to a summary of the key dates and timetables and informed the Commission that they have been before the DRB and would be going back before them in March and that the school board would be focusing on March 15 to approve the design and implementation as well as extended day kindergarten. He identified the final target for them from the Village standpoint is to have approval by the Village Council on April 5, 2016.

Carol Pugh introduced herself to the Commission as the architect on the project and that she is assisting the district with regard to the implementation of the units, the logistics and how to get the

modular units onto the site. She then referred to the overall site plan and the fact that they looked at several different locations in order to find the least impactful place to put them. Ms. Pugh stated that there have been modular units in the proposed location in the past in the late 1980's.

Ms. Pugh then stated that with regard to the first two alternative locations, they could have put the units out in the front of the building near Willow Road and that no one wants to do that, as well as the fact that the area is in the 100 year flood plain. She stated that another location was off to the northwest side which is Park District property and that they would have to be located on Park District property which would affect the first grade playground and that they would have to remove the playground equipment in order to get the units in. Ms. Pugh then referred the Commission to an illustration of the 100 year flood plain area on the property. She also stated that an issue with the Willow Road location is that you would see the units in this location coming from the west on Willow Road.

Ms. Pugh then stated that on the east side of the building, she identified a sliver of property which is not wide enough to put the units and which would be an obvious solution for the neighbors. She identified the area above that as the kindergarten play area and that they do not want to touch that. Ms. Pugh also stated that another location on the southeast portion is an option but would be imposing to the neighbors and would infringe on police and security of driving by the property in terms of seeing what is going on at the property. She then stated that they felt that the southwest location was the least impactful on the community and the neighbors. Ms. Pugh also identified the exit from the southeast wing and that the reason for the L shape is for the sake of the trees.

A Commission member asked if there is fencing along the western property line.

Ms. Pugh responded that there is fencing on the Park District property and that there is no fencing along the western edge and that it is mostly a tree line.

Ms. Holland asked at what point does the log house come in.

Ms. Pugh identified its location for the Commission.

Mr. Thomas asked if this is a different site plan than was presented to the Park District in January.

Mr. Kurr informed the Commission that the Park District had an initial plan where instead of having the A unit centered on the wall, there were two parallel units, that alternative would have encroached on their property. He stated that when they started going through the process and identifying what would fit between trees as well as to accommodate maximum classroom size; they would have only been able to fit a smaller unit between the trees which would have shortened the classroom size. Mr. Kurr then stated that as far as what the Park District approved, he referred to the location of the units at the property line.

Mr. Thomas then asked since they changed the plan as to what was presented to the Park District, do they no longer need Park District approval since the units would not be located on their property.

Mr. Kurr confirmed that is correct. He stated that they wanted to move along as quickly as they could and that depending on the plan sorting out and the fact that they had the intergovernmental agreement in the works.

Ms. Holland indicated that she assumed that the applicant is aware that Crow Island is not on the National Register of Historic Places and that it is a national landmark which has very stringent requirements out of Washington. She then asked what kind of implication and stated that she realized that they are not changing the building and asked if there had been any conversation with the National Preservation Commission in Washington about a national landmark having two modular units for a long period of time.

Mr. Kurr responded that he has not had direct conversation with them but that they have a preservation committee which has looked at it as far as any conflict. He added that he can look further. Mr. Kurr reiterated that they have had these units in the past on the same location.

Ms. Holland stated that there is a Washington connection and that she hoped that they would make that connection and make sure that irrespective of what happened in the past the fact that this has no impact on this very special structure and what kind of restrictions they may have.

Ms. Pugh stated that the two units would be removed and that when they are removed, there would be no trace of them. She stated that they can inquire further about that issue and get a more expert opinion but stated that they are not talking about changing the structure at all. Ms. Pugh also stated that for historic structures which undergo renovation, there sometimes have to be a temporary structure or things moved out.

Ms. Holland stated that she could not vote on this as a special use unless there was a statement about the temporary time frame.

Ms. Pugh stated that they do have a time frame for the approval specified which is three years and that four years would be the maximum.

Mr. Kurr confirmed that the time period would be three years with an option for a one year extension for the A unit. He reiterated that there is not only the oversight of the Village, but that they have to report to the state as far as their intentions and as far as disposition of the units to avoid the very concern Ms. Holland is expressing.

Ms. Holland then stated that getting in touch with the proper people is important and that this is the one national landmark which although it is an honorific designation, she commented that it is a very important designation for not only the school district, but for Winnetka.

Ms. Pugh agreed that they recognize that as a board and would like to note for the record that they have made significant improvements to Crow Island and that the significance of the building has always figured in to everything they have chosen to the point that they have made decisions to spend more money in some instances in order to preserve the historic character of the building and get renovations which are line. She stated that it is a very important priority of the board.

Ms. Pugh went on to inform the Commission as to why the units are configured the way they are, she stated that they would be setting modular unit A 10 feet off of the Park District property and that the reason for that is to nestle it in between the trees there without taking any trees down. She stated that one of the goals was to get the units as close to the building as possible so that the children do not have far to walk and to save the trees that are there. Ms. Pugh stated that for modular unit B, it would be turned in an east-west fashion in order to maximize the green space of the soccer field just south of that location. She stated that this L configuration would suit their needs the best.

A Commission member asked if there would be any windows on the units.

Ms. Pugh confirmed that is correct and referred the Commission to an illustration. She stated that there would be three windows in each one of the classrooms as well as glass in the door. Ms. Pugh noted that these are premanufactured units and that there is not a whole lot of character to them and that there are not a lot of options that they have to customize them.

A Commission member stated that it was mentioned that this was the previous location of modular units and asked if there are utilities already in the ground.

Ms. Pugh responded that she believed that they were taken out and that she worked with the district back in the 1980's and that they would have taken the utilities out and not left them in the ground.

A Commission member questioned the connection to the existing school building.

Ms. Pugh stated that they are anticipating putting in a plank which would be a vinyl public walkway which would take the children under cover to that entry. She noted that it would have posts and that it would not be attached to the building and that it would not be enclosed.

Mr. Thomas asked if the plan is to start with unit A and if the school board decided they needed the second unit, to go ahead with that a year or so later.

Ms. Pugh confirmed that is correct.

Mr. Thomas then stated that in getting to unit A, there would be a walkway which would come out of the southwest part of the school and would loop around to come into the front door and he asked why did they not just have them come in the back door.

Ms. Pugh stated that there are doors on the back of the units and that if the staff decided they wanted to take the children in that way, they certainly can. She stated that for the sake of monitoring the students, the assumption is that they would all stay together and come in one door. Ms. Pugh then referred to the walkway to the A unit and that it would then continue on to the B unit.

A Commission member asked if there would be a lot of going in and out of the classrooms between the building and the modular classrooms for the children.

Ms. Kocanda stated that there would be discussions with the staff and that the Spanish and music classes would be outside which was the result of a lot of the feedback from parents and because of the special nature of the classes and to not have classes isolated all day long out there. She also stated that all of the students would rotate through and that they would be out there no longer in either of those classes one half hour. Ms. Kocanda stated that in addition, it would also provide some air conditioning to all of the students since the building does get hot.

Mr. Thomas asked if the school is K-4 and if one of the classrooms would be Spanish and the other would be music.

Ms. Kocanda confirmed that is correct.

A Commission member asked if the kindergarten gets, if a couple of classes have to be in the modular units and clarified that she meant grade level classes.

Ms. Kocanda responded that they would not have to be and that they have plenty to look at if they need to have some of those small group environments outside.

A Commission member then asked if they would be housing a complete class in the modular units if the extended or would they put other special ...

A Commission member then asked if there would be a first grade class in the units.

Ms. Kocanda stated that the only class which was considered at one point was the fourth grade.

It was stated that there are lot of other classes that could go out there and that there are a lot of special classes such as tutoring, etc.

Ms. Pugh went on to state as far as the Commission's concerns with regard to the request, there would be no change to traffic flow or parking or asphalt which is another reason they chose this location since there would be no change to the amount of impervious surface. She also stated that they have a landscaping plan to screen the units the best that they can with the use of large evergreens and Arbor Vitae as well as the use of other seasonal interest plants. Ms. Pugh noted that the berm is already there which is a maintenance issue.

Ms. Kocanda stated that they are working with the neighbors in terms of landscaping and in terms of making decisions which they heard was something loud and clear as an issue to the neighbors.

Ms. Pugh stated that was the end of the presentation and asked if there were any other questions.

A Commission member asked if the units would be monitored in terms of going in and out of the building to the units.

Ms. Kocanda informed the Commission that the students would be escorted out to the units by a teacher or a teacher associate and that if there is a need for a bathroom break, there would be an escort as well.

A Commission member asked if the units would affect drop-off and pickup at all.

Ms. Kocanda stated that they would not.

Chairperson Dalman asked if there were any other questions. No additional questions were raised by the Commission at this time. She then asked for any members of the public who would now like to speak to the request.

Shannon Pope, 311 Glendale, introduced herself to the Commission as a neighbor of Crow Island as well as parent. She commented that it is a great school with world class teachers and that while they love being a neighbor to Crow Island, lately it has gotten a little bit trickier with the trailers making it a bigger burden. Ms. Pope stated that they recognize that there is a need for more space at Crow Island. She stated that while she has a lot of concerns with the plan primarily, the fact that there are a lot of pieces that are not complete right now. Ms. Pope stated that she is aware that they are going to work together on a landscaping committee but that is not developed yet. She also stated that while there has been investigation into fences and colors that has not been finalized. Ms. Pope stated that there are a lot of pieces in motion for which she would like to see the actual final collaboration.

Ms. Pope informed the Commission that she has lived across the street for 10 years and that she has watched the trees in front of the berm deteriorate which ultimately get removed and that nothing is replaced. She then stated that five years ago, Crow Island changed the traffic pickup pattern resulting in the redirection of vehicles off of Willow Road to Glendale and that although it as helpful in terms of the Willow Road traffic, it has really lead to a deterioration of the campus with the children all over the lawn waiting for their rides. She suggested that modifications can be made to endure that for the children waiting for their rides along Glendale. Ms. Pope stated that the current situation on Glendale is not great and to add trailers which would be directly visible from her home would make it worse. She then stated that while she is excited to work with the school, she asked that they think of ways to make it better and that there are not at that point tonight and that while they have a lot of meetings scheduled, they do not yet have a plan that everyone is on board with. Ms. Pope also stated that they are concerned with regard to their property values and that selling a home with the trailers across the street would be very difficult.

Ms. Pope then stated that they are concerned with the duration and that four years seemed like a really long time and that they are going to add programs and if they do not have the capacity to currently accommodate the children, it did not make sense to introduce new programs to this facility and that they could use some of the space in the other buildings where the enrollment is lower.

Ms. Pope stated that with regard to the landscaping in general, they have discussed it quite a bit not just in front of the blacktop, but along Glendale to the north of the driveway entrance to the blacktop which is run down. She stated that she is hopeful that they can see some more work on that that the school has for the final plans for the district.

A Commission member asked Ms. Pope what would be her suggestion for a best space solution.

Ms. Pope responded that she understood that they need the trailers but that the best solution would be for her to feel as though she is not looking at the trailers for four years. She also stated that if trees were added and if there was landscaping improvement on Glendale, your focus would not be on the area of the trailers

Judy Klarfeld, 329 Glendale, informed the Commission that she has lived there for 52 years and that she can attest to Ms. Pope's comments. She then stated that last week, she could not get up the street to her driveway after school. Ms. Klarfeld also stated that she has seen things deteriorate in the last several years. She stated that when the shed was built across from her property, it was white and that she questioned whom she believed to be the president of the PTA as to the color and that the school is beige and aqua in color. Ms. Klarfeld reiterated that the landscaping has gone to pot and that the trees are town down with nothing replaced. She then stated that she may be leaving her home in a couple of years and that she understood the problem with the population rising and that four years is a very long time.

Mr. Thomas stated that he did not have a problem with the proposal and that the business of temporary housing was something he was involved with years ago. He described the proposal as a nice solution for a short term population problem and that he has seen the population of the schools go up and down over the years. Mr. Thomas reiterated that it is a good solution and that he would leave it to the board and the professionals with regard to what they do. He then referred to the miscommunication between the neighbors and the school board on a variety of issues, none of which had to do with alterations on the units. Mr. Thomas stated that there is a problem in the neighborhood which should be addressed. He concluded by stating the special use proposal sounded reasonable and logical.

Mr. Coladarci stated that he agreed with Mr. Thomas' comments and that the use of the temporary classrooms is an appropriate way to deal with the bump in student population and that it has been done fairly often as a temporary solution. He stated that the criticism of the school by the neighbors of not keeping the property up is a valid criticism and that part of the plan here is to make sure that there is a real commitment by the school board and the school to replace trees and come up with a plan that helped. Mr. Coladarci stated that when you go to the property, you can see that no attention has been made to replacing trees and shrubs which would solve the problem of people looking at these modular units and feeling that they are an eyesore. He stated that the use of landscaping might solve a lot of the visual problems.

A Commission member stated that the school board reviewed the request on a preliminary basis last night and that she did not see there would be a problem with the school board being committed to doing landscaping. She stated that Mr. Kurr mentioned that they are working with the same landscape architect on the Saint Faith Hope and Charity project and that they planned to get community input on that. She stated that it is a project that had to happen in a time sensitive way and that in order to allow that community input, they had to have a committee for people to have voices and some choices. She stated that she can state that the administration and the school board have a common vision with regard to the landscaping which needed to be improved and that this represented the opportunity to do it. She then stated that the other issue is that they do not hear about these issues until a change is made. She noted that the school board heard about traffic all the time and that they deal with it the best that they can.

Ms. Fessler commented that the plan is fine in terms of what they are proposing and that the people who have made their voices known about the landscaping and traffic should continue to do that since it will be presented to the Village Council. She also stated that if the school's population has expanded enough that they are adding these classrooms, traffic would be expanding which would require review and addressing.

A Commission member stated that the placement of the units given the alternative is the best that it can be and that to add landscaping to alleviate some of the concerns and that parking is a separate issue.

A Commission member stated that she agreed with all of the comments made and had nothing to add.

Ms. Holland stated that she would agree that the project is fine given the comments by Ms. Fessler and Mr. Coladarci that the neighbors continue to work with the school board to make whatever changes vis-à-vis landscaping. She also stated that although the applicant did not need an official blessing from Washington, but to make them aware that there would be changes on this site and that there are architectural historians that the Village is very familiar with in Illinois who do this all the time for the Landmark Commission.

A Commission member stated that the application as submitted is consistent with the Comprehensive Plan and that they are going through the efforts to landscape the modular units and have plant material out there as part of the basic ___ and referred to the parents at Hubbard Woods and how they have embraced it and the job done of the landscaping committee there. She also stated that hopefully, that can take place at Crow Island as well. She added that while it is incumbent on the applicant to install it, it is incumbent on the families of Crow Island to maintain things like flower pots and that their maintenance people have to do other things.

A Commission member stated that she is excited to hear that the district is thinking about all day kindergarten which would boost enrollment and trigger a much bigger discussion in the Village. She stated that some of the other communities have gone to all day kindergarten and have seen a boost in enrollment. She concluded by stating that it is consistent with the Comprehensive Plan.

Chairperson Dalman stated that the Commission would now go through the procedure and make a motion for the findings that the application is consistent with the Village of Winnetka Comprehensive Plan. She then asked for a motion.

Mr. Thomas moved to state that the application is consistent with the Village of Winnetka Comprehensive Plan. The motion was seconded.

Chairperson Dalman then read the following findings.

DRAFT
Findings of the Winnetka Plan Commission
Consistency of the Winnetka Public Schools /
Crow Island Elementary
Special Use Permit
With the Village of Winnetka Comprehensive Plan

After considering the application, the Commission makes its findings as follows,

Chapter II - Vision, Goals and Objectives

- (1) The proposed special use is consistent with the Goal to "Preserve and enhance those public assets, public lands, natural resources and architecturally significant structures that create the attractive appearance and peaceful, single-family residential character of the Village." [Community Goals: Village Character and Appearance page 2-1].
- (2) The proposed special use is consistent with the Goal to "Support educational excellence and the enrichment of Winnetka's religious and cultural environment". [Community Goals: Educational and Community Institutions page 2-1].
- (3) The proposed special use is consistent with the Goal to "Limit commercial, institutional and residential development within the Village to minimize the potentially adverse impacts on adjacent residential neighborhoods and to prevent the need for significant increases in infrastructure (streets, parking, utilities, sewers) and other community resources (schools, parks, recreational facilities, etc.)" [Community Goals: Growth Management page 2-2].
- (4) The proposed special use is consistent with the objective to "Ensure that commercial, institutional and residential development is appropriate to the character of and minimizes the adverse impact on its surrounding neighborhood" [Village Character and Appearance: Objective #1; page 2-2].
- (5) The proposed special use is consistent with the objective to "Recognize the critical role of the Village's historic architecture in defining Winnetka's unique character in public, institutional, commercial and residential areas, and encourage its preservation" [Village Character and Appearance: Objective #3; page 2-2].
- (6) The proposed special use is consistent with the objective to "Encourage organizations, schools, religious institutions, businesses, and citizens in their efforts to beautify the Village"; [Village Character and Appearance: Objective #7; page 2-2].
- (7) The proposed special use is consistent with the objective to "Protect residential neighborhoods and homes from the encroachment of incompatible land uses and

traffic patterns." [Residential Areas-Single Family Residence Objectives: Objective #3; page 2-3].

- (8) The proposed special use is consistent with the objective to "Maintain the quiet ambience of residential neighborhoods"; [Residential Areas-Single Family Residence Objectives: Objective #5; page 2-3].
- (9) The proposed special use is consistent with the objective to "Use high quality design and materials when constructing public improvements. Enhance the beauty of improvements with appropriate decorative details, artwork, or sculpture"; [Village Character and Appearance: Objective #13; page 2-3].
- (10) The proposed special use is consistent with the objective to "Recognize the critical importance of educational, religious and other community institutions to Village residents"; [Educational and Community Institutions: Objective #1; page 25].
- (11) The proposed special use is consistent with the objective to "Maintain and atmosphere in which diverse cultural, educational and religious organizations may flourish and in which special activities for residents of all ages may be enhanced"; [Educational and Community Institutions: Objective #2; page 2-5].
- (12) The proposed special use is consistent with the objective to "Engage in a public process that balances institutional goals and minimizes any adverse impact to the character of the adjacent residential neighborhood"; [Educational and Community Institutions: Objective #3; page 2-5].
- (13) The proposed special use is consistent with the objective to "Ensure safe and attractive access to educational and community institutions. Pursue improvements that address public safety as well as traffic, congestion and parking"; [Educational and Community Institutions: Objective #5; page 2-5].
- (14) The proposed special use is consistent with the Goal to "Preserve or expand the quantity, quality and distribution of open space and recreational opportunities", and to "protect the Village's natural features and environmental resources". [Open Space Recreation and Environment: Goals page 2-5].

Chapter IV: Issues and Recommendations

- (15) The proposed special use is consistent with the recommendation to "Ensure proposals don't have an adverse impact on the residential character of the surrounding residential neighborhoods." [Issues and Recommendations, 4.3.6. Land Use - Public and Semi-Public; page 4-5].
- (16) The proposed special use is consistent with the recommendation to "Encourage governmental and non-governmental institutions to work with their constituents,

neighbors and the Village to minimize the impact of traffic and parking on surrounding residential streets and to develop on-site solutions where appropriate" [Issues and Recommendations, 4.3.6. Land Use - Public and Semi-Public; page 4-5].

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Winnetka Plan Commission finds that the proposed Special Use Permit application by Winnetka Public School District / Crow Island Elementary is consistent with the Village of Winnetka Comprehensive Plan.

Passed by a vote of eight in favor and none opposed.

Date: February 24, 2016

Respectfully submitted,

Antionette Johnson

ATTACHMENT F

From: [Kimberly Brya](#)
To: [Ann Klaassen](#); [Mike Dlouhy](#); [Brian Norkus](#)
Cc: [REDACTED]; [Shannon Pope](#)
Subject: Letter from Glendale resident regarding the Crow Island request for zoning variation
Date: Wednesday, February 24, 2016 1:23:16 PM

To: Design Review Board, Planning Commission, Zoning Board and Village Council (*Thank you for circulating to these boards*)

RE: Perspective from the Neighbors on Glendale and Mt. Pleasant for the Crow Island request for zoning variation

From: Kimberly and Tom Brya: [REDACTED] Glendale Avenue and neighbors

Dear Winnetka Design, Planning, Zoning and Village Council boards,

I am writing to you on behalf of my husband Tom and me, as well as several of our neighbors. We are a small community in the Glendale and Mt. Pleasant area and care deeply about our neighborhood, Winnetka and the schools. We are interested in a collaborative solution that solves for the challenges the school is facing space wise and honoring the preservation of our home values, safety and sense of community.

Background

- The Winnetka elementary schools were created to be part of a community and neighborhood. At that time, they were placed so that no child would have to walk more than a mile to school.
- Winnetka has historically, and is currently, a huge supporter of our school system. We have successfully passed every referendum. This is quite the accomplishment given that 75% of Winnetkians do not have children in District 36 schools.
- 98% of the Winnetka schools are funded by our tax base. Only 2% comes from the state.
- Consequently, being respectful neighbors is important for our symbiotic relationship.
- Over the past 20 years, the district has not been in tune with maintaining the Crow Island property.
 - Trees and bushes die and are not replaced. Worse, they sit dead for long periods of time until a neighbor asks for them to be removed.
 - Debris sits for weeks before a neighbor calls to have it picked up.
 - Trash is regularly picked up from our lawns left by children and parents.
 - The secondary pick up location at the back of the school on Glendale has created wear and tear on the "lawn" such that it is a dirt mound.
 - Traffic and parking 8 years ago was so bad that children were in danger and resident access to their own homes was blocked. The neighbors initiated a plan and flow that is in place today and highly

- o effective for all parties. Dr. Julie Pfeffer (Principal) has made this a priority and we all respect and appreciate her for this.
 - o The respect for community and being a good neighbor has been chipped away over time from the vantage point of some of the neighbors. Many of whom have lived here for 30,40 and 50 years.
- Our neighbors on Glendale and Mt. Pleasant have worked to improve their individual property. Homes have been expanded significantly, landscaping done, sprinklers installed, etc.

Current Situation

- Crow Island (CI) has asked for a zoning variance and special use permit to put one or possibly two trailers on the school property in the SW corner visible to Glendale and Mt. Pleasant.
- The neighbors were not engaged in the exploratory part of this process. We were notified by letter late Friday afternoon of February 5th and told of a meeting with neighbors on Monday February 8th at 12:30.
- Neighbors had much input on February 8th:
 - o Explore and vet alternate locations. A) in the U or center of the school property B) In the NW corner near the first grade playground.
 - o Expand the landscaping concept to include the entire, ignored perimeter of Crow Island to include a mix of evergreen, flowering and substantial trees. Including regular and routine maintenance of this new landscaping.
 - Delightfully, the district has just formed a core committee to work with a landscape architect to create a plan for CI. This will include neighbors.
 - o Pulling apart the "problem we are solving for" to focus on the bubble of first grade (91 students vs. 60 in kindergarten) and the need for more space for small group/special need space will be useful strategically.
 - The full day kindergarten is a separate and important element. If this comes to pass there are solutions for space that could involve use of empty space at other school buildings which would not require the addition of another trailer on the CI campus.
 - o 4 years is a very long time to "study" something, let alone enrollment that we track annually. This feels excessive for a "temporary" solution to a problem that is a bubble in one grade. From a broader perspective, enrollment in Winnetka ebbs and flows at each of the schools. We need to find a solution to this ebb and flow that does not look like trailers each time it occurs.
 - 4+ years does not feel temporary.

We respectfully ask that you consider the following response s to the School Board submission for zoning variation and a special use permit. The standards for granting approval are identified as follows:

SPECIAL USE: There are 6 hurdles to clear . We have identified the hurdles and our responses.

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

- The committees should consider that this may impact the safety of the public and children. The secondary pick up on Glendale is already crowded. These trailers could cause parents to shift pick up to the back of the school causing even more congestion than exists at this time. Parents talk on cell phones and do not pull over enough to allow traffic to move past them or residents to access their homes.

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

- "...substantially injurious to the use and enjoyment of other property...": This will cause increased traffic and activity at the back of the school which is already land locked. CI has only 2 streets of access; Willow and Glendale. Shifting traffic to the back of the school in such limited space will cause traffic and safety problems for the residents and the school population.
- "...not substantially diminish or impact property values...": In fact, trailers placed on school property for 4+ years will impact property values, particularly of those that have a direct line of sight (6 of the 11 homes). The deficient nature of the landscaping will exacerbate the situation. The added traffic will also impact values all along Glendale and Mt. Pleasant.

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

- Traffic congestion will impede "...normal and orderly development or improvement..." to our property.
- Residents will be reluctant to make improvements due to the trailers' existence and question as to the future plans for the CI campus.

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

- CI is road challenged. There is n o where to put more traffic. Ingress and egress is impeded as it stands now, particularly during dismissal.

5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the special use exists or are to be provided; and

- Again, CI is road challenged. We are also susceptible to flooding and drainage issues , which adding a solid structure and more hardscape to , could add to the flooding and drainage problems.

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

REGARDING THE STANDARDS FOR GRANTING ZONING VARIATIONS: There are 8 hurdles. Our responses are below.

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

- *Does not Apply in this instance*

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

- This is completely related to the occupants and a short term blip at that. First grade is an aberration at 91 students. Enrollment then drops precipitously (60 in kindergarten) over the next several years.
- This is not a unique situation. CI has had blips in enrollment in the past. The school should be looking at more permanent solutions to these cyclical enrollment variations.

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

- In fact, it will. A temporary trailer made of prefabricated material does not represent the standard of ascetics that we hold dear in Winnetka for residents, schools and businesses. The aesthetics of the trailer should , at minimum , be set up and maintained in a way that is consistent with our Winnetka aesthetic standards as well as a high level of care and maintenance of the buildings and grounds, as we do (and are required to do) , with our individual homes.

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

- Agreed. The alternate solutions also meet this standard.

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

- Agreed. The alternate solutions also meet this standard.

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

- In fact, the taxable value of the land and buildings (homes) will diminish in the

neighborhood. This will also impact the school district from a taxable income standpoint.

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

- The congestion in the public street WILL increase. This will potentially shift traffic from the front of the school to the back which is a narrow and limited space. It will create more traffic and congestion in an area without sidewalks (Mt. Pleasant and Rosewood and Locust) which would be likely exit routes.

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

- We submit that public safety will be impacted as per our notes above.

NOTE: The school district attachment 2 to the Zoning Board of Appeals has 3 duplicate responses; #3,4 and 6 are all the same statement.

OUR INTENTION AND DESIRE IS TO WORK WITH THE SCHOOL DISTRICT TO:

- Find an appropriate placement of the *one* trailer so it minimizes exposure to the neighborhood and provides close proximity to the school. Honorably vet the two additional options so an appropriate selection can be made.
- Create a landscaping plan, not only to soften the trailer, but to update the landscape architecture of CI that has been sorely neglected and to arrange for a maintenance plan that maintains the beauty of the new soft and hardscape.
- Consider and plan for the implications of a trailer on the school property for 4+ years as it relates to traffic congestion and flow, safety of the children and access by neighbors to their personal property. There will be implications for any trailer in the back of the school. We need a plan for that.
- Preserve and protect the property values, and tax base, of the homes in the CI neighborhood.

We thank you for the opportunity to share our thoughts and ask that you consider the neighborhood perspective in granting approvals for Special Use, Zoning or Design.

Thank you for your time and attention.

Respectfully,

Tom and Kimberly Brya [REDACTED] Glendale Avenue



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Kimberly M. Brya

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847.386.7786 o





Agenda Item Executive Summary

Title: Downtown Master Plan: Teska Associates' Status Report

Presenter: Michael D'Onofrio, Director of Community Development & Megan Pierce, Assistant to the Village Manager

Agenda Date: 04/19/2016

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:

Teska Associates was engaged by the Village in July, 2015 to create Winnetka's first Downtown Master Plan. This is the second of three project "check-in" points as outlined in the original scope of work.

Executive Summary:

Since Teska's last Council update in December, 2015, there have been numerous and significant accomplishments for the Downtown Master Plan process. To-date, seven Steering Committee and four Working Group meetings have been conducted. Teska's efforts to engage the community and gather public input have progressed well into 2016, with new people continually participating via formats such as meetings, workshops, a dedicated project website, and polls.

Michael Blue, the Project Principal, and Erin Cigliano, the Project Planner, from Teska Associates will be present at the April 19 Village Council meeting to provide a Status Report, which will include a review of activities, with an emphasis on the Redevelopment Sites Workshops that were held by the Steering Committee in February and March, 2016.

In addition, the Council and community should look forward to the release of a special Winnetka Report newsletter. Teska will be highlighting this item, which documents the story of the process conducted by the Village, what has been heard through public input, and work performed on redevelopment site concepts.

Recommendation:

Information only; no action required.

Attachments:

None.



Agenda Item Executive Summary

Title: One Winnetka Planned Development (continued)

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date: 04/19/2016

Consent: YES NO

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

Item History:

This case was before the Village Council at its April 5, 2016 meeting. No action was taken, and the case was continued to the April 19, 2016 Council meeting. Stonestreet Partners, LLC has submitted an application for a Planned Development for the proposed One Winnetka project. The Planned Development process is a specific and distinct form of regulatory review established under the Zoning Ordinance in December 2005. Planned Development regulations apply to all developments in excess of 10,000 square feet and allow for greater flexibility within standard zoning requirements, coupled with a more comprehensive review process, which includes a preliminary review and approval followed by a final review and approval. Both preliminary and final reviews require public hearings and recommendations from the Plan Commission, Zoning Board of Appeals, and Design Review Board, and ultimate Village Council decision. These bodies have each completed their respective public hearings and meetings on the One Winnetka proposal and they have each provided separate recommendations to the Council. At the March 17 Village Council meeting, at the request of the Applicant, this matter was deferred to the April 5, 2016 meeting.

Executive Summary:

In accordance with Section 17.58 of the Village Code, Stonestreet Partners has made an application for preliminary approval of a Planned Development (PD), known as One Winnetka. The development site which includes five parcels located at 511-515 Lincoln Ave. and 714 - 736 Elm St., and totals approximately 1.6 acres. Currently the site is developed with a number of commercial buildings. The PD calls for a mixed use development, which includes the following major components:

- Three buildings ranging in size from one to six stories, which totals 174,729 s.f. including 41,381 s.f. of retail space and 108,300 s.f. of residential space (71 residential units) and 25,045 s.f. of common area elements (hallways, loading docks, amenities and building service areas).
- Three parking structures - (1) a 122 space parking lot below the buildings; (2) a 116 space lot east of the development on the site of the existing Village surface parking lot at 710 Elm Street; and, (3) a 194 space parking lot below the Lincoln Avenue right-of-way.
- A public plaza and new street in the Lincoln Avenue right-of-way.

As part of the PD approval, the Applicant has also requested approval of three exceptions to the zoning regulations. These include the following:

1. Exception to allow for a maximum building height of 70 feet; whereas the maximum allowable height is 45 feet.
2. Exception to allow for no upper story setback at the 4th floor or higher; whereas a 10 foot setback is required for floors at 4th floor and higher.
3. Exception to allow for no rear yard setback (east property line; whereas a 10 foot setback is required.

Beginning on March 25, 2015 and finishing on February 18, 2016, three village advisory boards/commissions (Plan Commission, ZBA and Design Review Board) over the course of 13 meetings, considered the preliminary PD application. Each board/commission made recommendations on the PD as follows:

Plan Commission - recommended in favor of the preliminary PD and exceptions; the approval included nine conditions being met.

ZBA - recommended against the preliminary PD.

Design Review Board - recommended in favor of the preliminary PD.

Recommendation:

Discuss the preliminary One Winnetka Planned Development and exceptions.

Attachments:

Agenda Report

The complete One Winnetka Preliminary Application Materials are available on the Village's website at:

<http://www.villageofwinnetka.org/departments/community-development/one-winetka-planned-development/preliminary-application-village-council/>

AGENDA REPORT

TO: Village Council

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

SUBJECT: One Winnetka Planned Development
(1) Preliminary Planned Development
(2) Exceptions

DATE: April 13, 2016

INTRODUCTION

This updated agenda report refers to three exhibits that have previously been provided. The first two exhibits (three-ring binders), were provided to you along with a draft agenda report on March 11, 2016. The first binder is the One Winnetka Preliminary Planned Development Application (OWPPD) Exhibit 1; this document has been submitted by the developer, Stonestreet Partners (Applicant). It contains all the details related to the proposed One Winnetka Planned Development (PD) and includes a variety of materials including: ownership information, floor plans, elevation plans, parking and traffic study, shadow study, preliminary engineering plans, residential market analysis and financial information. The second binder, One Winnetka, Village Documentation (OWVD), Exhibit 2, has been prepared by village staff. This binder includes a number of attachments cited in this Agenda Report. It includes minutes from the three advisory bodies (Plan Commission, Zoning Board of Appeals and Design Review Board) each of which reviewed the Preliminary PD application, pertinent regulating ordinances, review comments from village staff and correspondence from the public. Exhibit 3 was provided to you as part of the Agenda Packet for the April 5, 2016 Council meeting and is described below.

UPDATE TO PLANNED DEVELOPMENT SUBMITTAL

Since the draft agenda and Exhibits 1 and 2 were issued to the Council on March 11th, several revisions /updates to the PD documents have been submitted. The revisions/updates are summarized below and fall into one of the following three categories:

1. Changes to plans – the Applicant has made modifications to a number of the architectural detail drawings. The first set of changes are to pages 79-84 of Exhibit 1 and expand floor area keys to include “other” and “amenities” designations, correct service area layout on Ground Floor, and exchange retail and amenities spaces on Floor 2. A second set of changes, also to Exhibit 1, including pages 88, 97, 108, 111 and 112 shows a revised maximum height of approximately 70ft. (the original plans showed a maximum height of 72 ft.).
2. Revised Residential Market Analysis – the Applicant submitted a revised residential market analysis from Tracy Cross & Associates. The original report dated April 20, 2015 can be found in Exhibit 1 pp. 304 -321.
3. Additional Correspondence – attached is correspondence from the public received since March 11, 2016.

Note: With respect to revisions/updates 1 and 2, please update Exhibit 1 by replacing the originals with the updated documents included in Exhibit 3. To assist, the new documents have been paginated to be consistent with the original page numbers.

I. PLANNED DEVELOPMENT REVIEW PROCESS

The PD process is a form of development regulatory review established under the Village Zoning Ordinance (see Exhibit 2 OWVD, Planned Development pp.1-10). The PD regulations were established in December 2005, with the intention of providing for a degree of flexibility in the development review process for larger sites over 10,000 square feet. It should be noted that a PD is a type of Special Use.

The PD process is mandatory for all development on sites 10,000 square feet or greater. The process differs from the standard development review process in that it allows for departure from the strict application of specific zoning requirements by permitting the relaxation of certain applicable substantive requirements, based on the detailed review of individual proposals. The intent of the PD process is further clarified in Section 17.58.020.B.1 thru .6, of the Zoning Ordinance to promote:

- a creative approach to development and redevelopment;
- a more desirable physical environment by allowing flexibility in building design and site layout;
- a more efficient use of land, resulting in a more economic network of utilities, streets and other facilities; and
- facilitation of a development pattern that is in harmony with the objectives of the Comprehensive Plan and the purpose of the zoning district.

The PD process also differs from the standard development review process in that it provides for an extended public review process in which three advisory boards – Plan Commission, Zoning Board of Appeals (ZBA) and Design Review Board (DRB) - provide recommendations and issue resolution/findings to be considered by the Village Council.

The PD process includes two rounds of review, the first being a preliminary review phase which consists of evaluation by the Plan Commission, ZBA and, DRB. Each body conducts their own public meetings and/or hearings to evaluate the proposed development for consistency with specific standards and makes recommendations to the Village Council. Each board may require the developer to submit additional details as it may deem necessary in order to better understand the impact of the proposal. This review process began with the Plan Commission on March 25, 2015 and was completed on February 18, 2016 when the DRB finished its review of the PD. In total, the three bodies held 13 public meetings where the PD was considered.

The Village Council may grant, deny, or modify the preliminary planned development application, or may send the application back to the advisory boards for further consideration.

If granted preliminary approval, an application for final approval of the PD must be submitted within 18 months. The final review stage provides time for the development of more specific plans for final approval, including site engineering and stormwater detention details, public improvements and the like.

II. PLANNED DEVELOPMENT REQUIREMENTS AND STANDARDS

Despite the flexibility inherent in the process, such applications must meet certain specific requirements as identified below, per Section 17.58.030 of the Zoning Ordinance:

- A. Permitted locations. Permitted only in B-1, B-2, C-1 and C-2 zoning districts;*
- B. Comprehensive Plan. Developments shall be consistent with the Winnetka 2020 Comprehensive Plan;*
- C. Minimum area of development. No planned development shall be permitted on any site that has an area of less than 10,000 square feet;*

- D. *Planned Development required. Planned development process is mandatory on all developments where the site exceeds 10,000 square feet;*
- E. *Ownership and control of land. Site for a planned development may either be a single lot of record or a combination of contiguous lots that are under unified ownership or control;*
- F. *Compliance with Village code required. Construction and improvements shall comply with all applicable Village ordinances. Any proposed deviations must be clearly listed on the preliminary plan submittal and fully justified as being necessary to the proper development of the property and consistent with the objectives of the applicable section of the Village code;*
- G. *Design Requirements. Individual buildings and site improvements must conform with Village Design Guidelines;*
- H. *Compatibility of uses and design. Uses permitted in the planned development shall be compatible with each other and existing land uses in the surrounding area. Uses shall be deemed compatible if all of the following criteria are met:*
 - *The individual uses in the planned development must be permitted uses or permitted special uses in the underlying zoning district. Any individual use that is permitted only as a special use must individually meet the standards for the granting of special use permits.*
 - *The uses must be designed and located in conformity with the Village Design Guidelines.*
 - *The uses, buildings and site layout of the planned development, considered as a whole, must meet the standards for the granting of special use permits.*
 - *The planned development will be responsive to a demonstrated need within the Village.*

III. ZONING

The One Winnetka development is located in the C-2 Commercial Retail Overlay District. The district purpose as established in Section 17.44.010 of the Zoning Ordinance is as follows:

The requirements set forth in this chapter for the C-2 General Retail Commercial District have been adopted in order to provide for a community commercial district which offers a wide range of goods and services for residents of the Village and a wider market area. Portions of the C-2 General Retail Commercial District shown in the shaded areas of the Official Village of Winnetka Zoning Map and referred to in this chapter as the C-2 Commercial Overlay District are subject to regulations that encourage retailing of comparison shopping goods and personal services compatible with such retailing on ground floor in order to encourage a clustering of such uses, to provide for a wide variety of retail shops and expose such shops to maximum foot traffic, while keeping such traffic in concentrated (yet well distinguished) channels throughout the district, and permitting as a special use other commercial uses only to the extent that they meet certain additional requirements.

With respect to the properties adjacent to the One Winnetka site, to the south is a 4-story residential condominium, which is zoned B-2 Multi-Family Residential; to the east is Hadley School for the Blind, which is zoned B-1 Multi-Family Residential; to the north are mixed use (retail, office and apartments) buildings along Elm Street, which are zoned C-2 Commercial Retail Overlay; and to the west are the Green Bay Trail and Union Pacific railroad tracks, which are zoned R-5 Single Family Residential.

The C-2 Commercial District regulations establish a number of minimum/maximum standards with respect to building size, setbacks and parking requirements. Any development, whether subject to

the PD requirement or not, must comply with the standards. Compliance with these regulations will be discussed later in this report.

IV. ONE WINNETKA PLANNED DEVELOPMENT APPLICATION

Stonestreet Partners is the developer of the One Winnetka PD. As mentioned in the Introduction, the Applicant's complete submittal can be found in Exhibit 1, One Winnetka, Planned Development Application. The development site is located in the East Elm business district, at the southeast corner of Elm St. and Lincoln Ave. The 1.61 acre site includes five parcels (listed below):

- 511 Lincoln Ave. (formerly Fell clothing store);
- 513-515 Lincoln Ave. (formerly Marian Michael clothing store);
- 740 Elm St. (Phototronics);
- 718-732 Elm St. (multi-tenant building);
- 714-716 Elm St. (formerly Baird & Warner Real Estate).

It needs to be noted that Conney's Pharmacy property was not included in the development site when it was considered by the three advisory bodies. However, negotiations have been ongoing between the Applicant and the owners of Conney's. Given the possibility of the Conney's property becoming part of the development, the Applicant is asking the Council to consider a plan that could include the Conney's parcel. In the event that the Conney's Pharmacy property (736 Elm Street) becomes part of the development, it would add 3,140 s.f. of lot area.

V. PLAN EVOLUTION

While being considered by the three advisory bodies, the development plans were revised on several occasions. In general, the revisions included changes to the building height, number of residential units, commercial square footage, parking, and design elements. Although more detail is provided on each the actions of the three bodies later in this report (pp. 9-12) following is a summary of the plan revisions based on the individual advisory board review comments:

Plan Commission

The original PD application was submitted in February, 2015 and initially considered by the Plan Commission on March 25, 2015. Following three meetings before the Commission in March and April 2015, the project was revised. The significant revisions included: (1) reducing the building height from 7-stories (83') to 6- stories (70'); (2) modifying the architectural style along Elm Street (from Beaux Arts to Tudor); (3) reducing the number of residential apartments from 120 to 71 units; (4) reducing the commercial space from 46,440 s.f. to 40,250 s.f.; and, (5) reducing the amount of residential parking by eliminating a second floor of below grade parking under the proposed residential/commercial building.

Zoning Board of Appeals

The revised plans that came out of the Plan Commission were submitted to the ZBA, which then considered the PD at meetings in November and December 2015 and January 2016. Following the initial ZBA review in November, the Applicant then made the following revisions to the plan: (1) reducing the height of the east building from five to four stories and eliminating the fourth floor setback; (2) increasing the height of the building along Elm Street from three to four-stories, with the fourth story being stepped back 15 feet from the lower three stories.

Design Review Board

The DRB considered the design components at three of its meetings in November 2015 and January and February 2016. As a result of its consideration, the DRB required the Applicant to provide additional detail and design elements concerning the exterior portion of the development.

VI. PROPOSED PLAN

The proposed PD includes both private and public development components, all of which are provided in detail in Exhibit 1. Prior to providing detail on each component, following is a summary of the major project features.

- Three buildings ranging in size from one to six stories, which totals 174,729 s.f. including 41,381 s.f. of retail space and 108,300 s.f. of residential space (71 residential units) and 25,045 s.f. of common area elements (hallways, loading docks, amenities and building service areas).
- Three parking structures - (1) a 122 space parking lot below the buildings; (2) a 116 space lot east of the development on the site of the existing Village surface parking lot at 710 Elm Street; and, (3) a 194 space parking lot below the Lincoln Avenue right-of-way.
- A public plaza and new street in the Lincoln Avenue right-of-way.

Another way to obtain a general understanding of the development is to identify its size and uses on a floor by floor basis, which is provided below:

- Immediately below the building (1-story below grade), is a 122 space parking lot; 116 spaces for use by the residents of the multi-family units and 6 for commercial users;
- First floor of the building includes 46,216 s.f. of gross floor area, including 33,591 s.f. of commercial space, 4,698 s.f. of residential associated space (residential lobby), with the remaining 7,927 s.f. used for common area elements;
- Second floor totals 38,174 s.f. of which includes 7,790 s.f. of commercial space, 20,280 s.f. of residential, and 10,104 s.f. of common area elements;
- Third floor includes 34,375 s.f. of residential and 2,787 of common area elements;
- Fourth floor includes 30,980 s.f. of residential and 2,787 of common area elements;
- Fifth floor includes 14,260 s.f. of residential and 1,440 s.f. of common area elements;
- Sixth floor includes a 3,710 s.f. residential penthouse.

For additional details see Exhibit 1, OWPPD – Detailed Development Plan, Architecture, pp. 79-84.

PROPOSED PRIVATE DEVELOPMENT PORTION OF PD APPLICATION

Materials submitted by the Applicant depict a proposed mixed-use commercial and residential development which at its highest point would measure six (6) stories and 70 feet in height (at the top of the sixth floor penthouse on the west building). The proposed development would include 41,138 square feet of commercial space on two levels, and 71 apartments. Immediately below the proposed building, a one level below grade parking garage is proposed. This garage would contain 122 parking spaces, 116 of which will be dedicated to residents of the 71 residential units. This translates into 1.63 parking spaces per unit. In addition to developing the five privately owned parcels, the Applicant is also proposing to acquire a portion of adjacent Village land measuring 7,767 square feet (0.18 acre) within the Lincoln Avenue right-of-way (area identified in *Figure 1* next page).

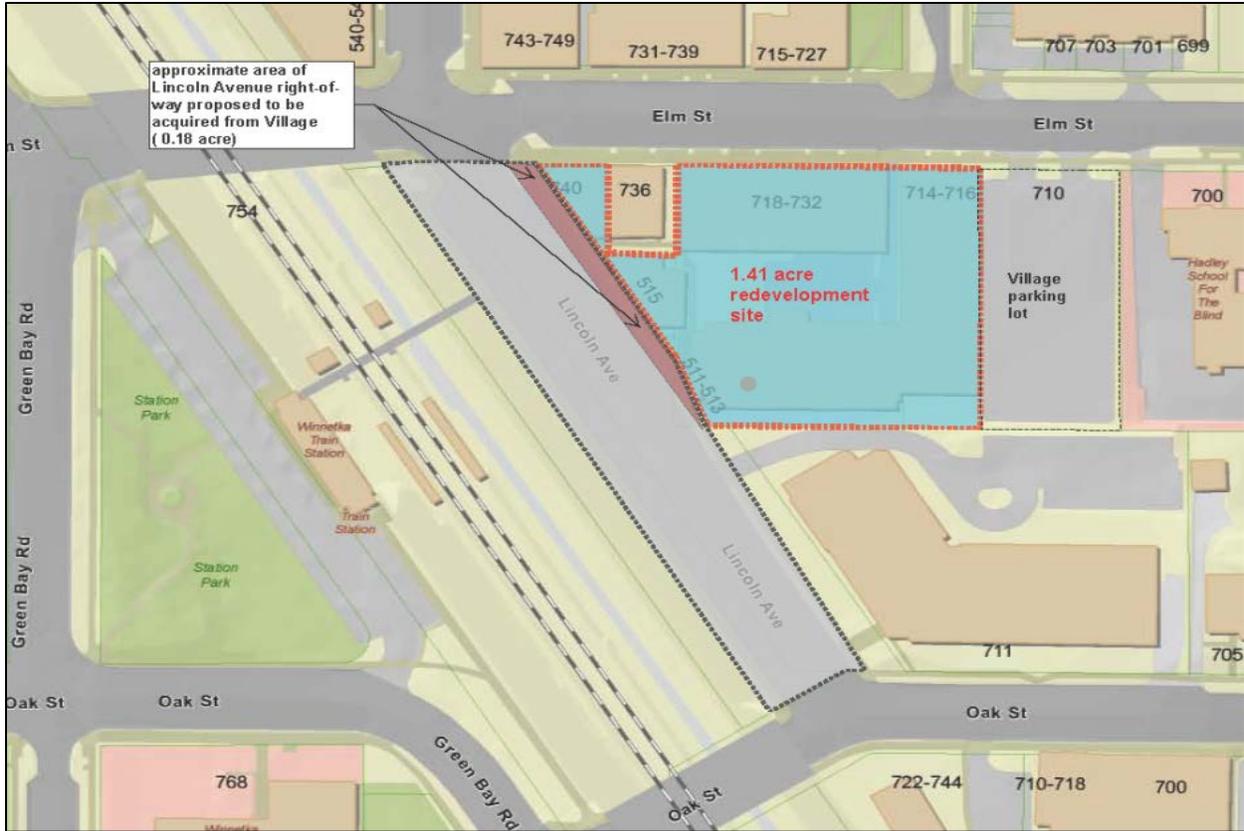


FIGURE 1 - DEVELOPMENT SITE

PROPOSED PUBLIC DEVELOPMENT PORTION OF PD APPLICATION

The development proposal also proposes public improvements to Village - owned properties including: (a) reconstruction and expansion of public parking along Lincoln Ave. and the village parking lot at 710 Elm St.; (b) construction of a public gathering space and plaza on Lincoln Avenue; (c) other incidental streetscape improvements; (d) water main replacement; and, (e) incidental stormwater detention improvements serving Village parcels. Additional details follow.

1. *Public parking improvements* – the Applicant proposes certain improvements to existing public parking that would require a cost sharing between the Village and the Applicant. In its proposal, public parking described below would be constructed by the Applicant, with the Village assuming ownership and operations.
 - a) *East Elm Village parking lot reconstruction and expansion* - the existing surface lot located west of Hadley School for the Blind would be reconstructed, expanding the number of spaces from 63 to 116. The additional 53 spaces would be provided by constructing an additional “half-level” below grade (see Exhibit 1, OWPPD - Detailed Development Plan, Floor 1 and Ground Floor, pp. 76-79, and Proposed Parking, p. 168, additional details can also be found on pp. 96 and 155-156).
 - b) *Lincoln Avenue commuter parking*– 33 existing street-level commuter parking spaces would be relocated to a two-story below-grade parking facility constructed beneath the existing Lincoln Avenue surface (see Exhibit1, OWPPD - Detailed Development Plan, Floor 2 and Floor 1, pp.77-78 and Proposed Parking, pp. 168, additional details can also be found on pp. 96 and 157). The parking facility would include 141 commuter spaces, an increase of 108 commuter spaces. Commuter parking spaces would open onto the adjacent Green Bay Trail and allow access to the

Metra station at the boarding platform level (see Exhibit 1, OWPPD - Detailed Development Plan, West Garage – Details, pp. 121-126).

- c) *Lincoln Avenue short term visitor/retail parking* – 30 existing street-level short term spaces for shoppers and business district visitors would be relocated and increased in number. Plans call for an increase of 36 spaces, to a total of 66 short term shopper parking spaces. Thirteen (13) spaces would be located at street-level on Lincoln Avenue, and 56 within the below-grade parking facility beneath Lincoln Ave (see Exhibit 1, OWPPD -Detailed Development Plan, Floor 2 and Floor 1, pp. 77-78, and Proposed Parking, p.168).

Summary table of proposed public parking changes				
	<i>Lincoln Avenue public parking</i>		<i>Elm Street east lot</i>	Total
	<i>Short term (shopper)</i>	<i>Long term (commuter)</i>		
Existing total	30 (<i>street level</i>)	33 (<i>street level</i>)	63	126
Proposed total	56 (<i>below grade</i>) + 13 (<i>street level</i>)	144 (<i>below grade</i>)	116	329
Net increase	39 space increase	111 space increase	53 space increase	203 space increase

- 2. *Lincoln Avenue gathering space and plaza* – In conjunction with the development of below-grade parking, plans call for a narrowing of the Lincoln Avenue right-of-way and provision of additional pedestrian amenities, which would allow for establishment of an informal gathering space, and provide additional enhancements that would permit programming of occasional community events. Figure 2 (see next page) identifies the current rights-of-way of Lincoln Ave., Elm St., and Oak St. It should be noted that although Lincoln Ave. would be reconstructed to allow for a plaza, it would still accommodate two-way vehicular traffic (24 ft. width of travel lanes) when not being actively used for community events. Plans call for special paving treatment, street tree plantings and other landscaping, seating, and other site amenities (see Exhibit 1, OWPPD – Detailed Development Plan, Landscape Architecture, pp.143-152).



Figure 2- Existing Lincoln ave. right of way

3. *Other incidental streetscape improvements (Elm Street)* – In addition to Lincoln Avenue upgrades, the plan calls for the reconstruction of approximately 400 linear feet along the south side of Elm Street, including sidewalk, curb, and gutter, new pedestrian lighting, planting beds, and pedestrian bump outs (see Exhibit 1, OWPPD – Detailed Development Plan, Landscape Architecture, pp.143-152).
4. *Water main replacement (Elm Street)* – An existing 6” Elm Street water main would be upgraded to a new 16” main, extending approximately 730’ from Lincoln Avenue to Maple Street. The new water main would serve the new development as well as other Elm Street businesses, and is necessitated in part by taking an existing 16” water main beneath Lincoln Avenue out of service to accommodate below grade parking (see Exhibit 1, OWPPD – Supporting Documentation, Preliminary Civil Plans, pp. 157-158).

5. *Stormwater facilities* – Stormwater detention facilities will be constructed serving both the private development area as well as the proposed public parking improvements. Plans call for construction of stormwater detention facilities to collect and detain stormwater runoff for a 100-year storm event (see Exhibit 1, OWPPD - Supporting Documentation, Preliminary Civil Plans, pp. 159-160).

With respect to proposed public improvements, the Applicant proposes a cost-sharing agreement with the Village whereby the applicant would contribute toward public improvements as part of a proposed public benefit component. In Exhibit 1, OWPPD, under Financial Information, in the Memo dated March 17, 2016, pp. 295-297, a detail of the proposed allocation of developer costs and requested Village contributions is provided.

A detailed analysis of the Applicant's fiscal projections, as well as an analysis of its requested Village contribution toward new public parking, will be conducted by the Village's real estate development consultant, CBRE. If it is determined by the Village Council to proceed with this development, any public improvement financial contributions on the part of Village will be included in a development agreement between the Village and the Applicant.

PARKING AND TRAFFIC STUDY

As part of the PD application, a traffic and parking impact study was submitted (see Exhibit 1, OWPPD - Supporting Documentation, Traffic and Parking, pp.171-265). The original study was conducted by KLOA, Inc. and dated February 20, 2015. It was subsequently revised on several occasions based on analysis and comments from the Plan Commission and Public Works Director Steve Saunders. The most recent submittal from KLOA (dated March 17, 2016), includes updates based on the most recent plans. Upon completion of its study, KLOA made the following conclusions:

- The site of the proposed development will be located in close proximity to the train station.
- The amount of traffic that will be generated by the proposed development will be reduced due to the availability of public transportation serving the area.
- The results of the capacity analyses indicate that the studied intersections are and will continue operating at acceptable levels of service with minimal increase in delays and that queues will not impact adjacent intersections.
- The proposed access system will provide maximum access flexibility for residents and customers and commuters entering and departing the site.
- The proposed parking supply of 116 spaces for the proposed apartments will be adequate in accommodating the projected peak demand.
- The proposed public and commuter parking garage will more than adequately offset the loss of existing parking and will provide additional supply for future uses of the East Elm District.

As is customary, the Applicant's parking and traffic study has been provided to the Village Engineer for review and comment. Public Works Director Steve Saunders originally issued a memo on March 10, 2015, (see Exhibit 2, OWVD, Attachment B, Correspondence from PW Director, pp.11-12) expressing a number of concerns about both the parking and traffic components of the project, as well as engineering, drainage and related matters. As a result of the issues raised by Mr. Saunders, revisions were made to the plans. Subsequently on June 18, 2015, Mr. Saunders issued a second memo. (Exhibit 2, OWVD, Attachment B, pp.13-17) Whereas he concluded that the revised proposal appears to satisfy the Village's

current development-related parking requirements, he added that some areas need to be further addressed prior to approval of the Final PD, which is as follows:

- The applicant, prior to final development approval, should provide a dimensioned and detailed plan for Lincoln Avenue roadway/public plaza that shows roadway dimensions, turning radii, striping and signage detail.
- The applicant, prior to final development approval, should provide detailed and dimensioned plans for the entrance to the east parking lot, showing streetscape materials, dimensions, turning radii, striping and signage details.
- The applicant, prior to final development approval, should provide detailed and dimensioned plans for the intersection of Lincoln Ave. and Elm St.

VII. EXCEPTIONS

As mentioned previously, there are a number of bulk regulations with which the development must comply. However, under the PD regulations, it is anticipated that not all bulk regulations will be met. Therefore, relief from them is possible thru the approval of “exceptions” (Section 17.58.040.G) (see Exhibit 2, OWVD, Attachment A, Planned Developments, p.3). Exceptions are considered by the Plan Commission; the ZBA, however as part of its consideration of the PD, does not include the exceptions. It is important to note that exceptions are not the same as variations and are treated differently. Exceptions must meet findings different from those for variations; these findings include the following:

- that the exception or modification meets the standards for modification defined in the relevant provision of this section;
- that the exception or modification is solely for the purpose of promoting a unified site plan and of meeting the objectives of both this Title and the Comprehensive Plan; and
- that the exception or modification is necessary to achieve the stated objectives and goals of this Chapter.

The following chart identifies the three exceptions that are being requested as part of the One Winnetka PD:

Type of Standard	Zoning Requirement	Proposed in PD
Maximum building height	4-stories, 45’-0”	6 - stories, 70’0”
Upper story step back	Stories at 4 th floor and higher must be stepped back 10 feet	No setback provided
Rear yard setback (east lot line)	10’ required	0’ proposed

VIII. PLAN COMMISSION ACTION

Pursuant to Section 17.58.110.C. of the Zoning Ordinance (see Exhibit 2, OWVD, Attachment A, Planned Developments, P.9) the role of the Plan Commission is to determine whether the proposed development, as a whole, is consistent with the goals and objectives of the Winnetka 2020 Comprehensive Plan. These goals and objectives are as follows:

1. *to ensure that commercial, institutional, and residential development is appropriate to the character of and minimizes the adverse impact on its surrounding neighborhood;*
2. *to limit commercial, institutional and residential development within the Village to minimize potentially adverse impacts on adjacent residential neighborhoods and to*

prevent the need for significant increases in such infrastructure as streets, parking, utilities and sewers, and in other community resources such as schools, parks and recreational facilities;

3. *to ensure that development proposals minimize the potential adverse impact they might have on residential neighborhoods, including the impact on pedestrian character, on-site parking, traffic patterns, congestion, open space, storm water management and Village infrastructure;*
4. *to provide for a wide range of office/service and retail commercial land uses and development within the existing business districts in the Corridor;*
5. *to promote a strong community identity and opportunities to interact while building a healthy commercial tax base;*
6. *to provide a broad range of goods and services so that Winnetka residents can satisfy most of their ordinary shopping requirements in the Village and so that non-residents will come to the Village for specialty goods and services;*
7. *to maintain the essential quality, viability and attractiveness of Winnetka's business districts while encouraging new economic development consistent with the character of the Village and the individual business districts;*
8. *to encourage the provision of on-site parking at the rear of buildings, with access via alleys or private driveways, to reduce demand for on-street parking; and*
9. *to ensure that new development does not decrease public parking supply, particularly on street parking that supports retail use.*

Beginning on March 25, 2015 and finishing on September 30, 2015, the Plan Commission discussed the PD at seven meetings. Its final action was taken at the September 30th meeting where it voted eight in favor and two against to recommend in favor of preliminary approval of the PD and the three exceptions. For details concerning the Plan Commission's consideration of the Preliminary PD, its meeting minutes and resolution see Exhibit 2, OWVD, Attachment C, [Plan Commission Minutes and Findings](#) pp.18-232.

Plan Commission approval was made based on the following nine conditions being met:

1. *Restricting Use of Property.* The Applicant may not lease space in the development for a full service commercial health club open to the general public;
2. *Commercial delivery and trash collection.* The location and delivery of any trash collection related to the Development site should be relocated to access points from Lincoln Avenue and subject to approval of the Village Engineer;
3. *Outdoor seating.* The Applicant shall give further consideration to the width of public sidewalks adjacent to the Development and consider the appropriateness of sidewalk widths for outdoor dining; the Applicant shall modify the location of curbs and/or building placement to facilitate such seating, subject to approval by the Village Engineer;
4. *Accommodating the visually impaired.* The Applicant shall give further consideration to the width, slope and materials of the public sidewalk, cross walks and other streetscape elements adjacent to the Development;
5. *Green Roofs.* Green roofs should be installed on the roofs as depicted in the Plan Documents in order to soften the visual impact of the roofs from adjacent buildings, as well as to provide storm water management and heat island benefits;
6. *Lincoln Avenue Public Plaza.* Additional information on the costs and benefits of the proposed public plaza, as well as alternative designs and value engineering options, should be reviewed and carefully evaluated;

7. *Compliance with all Village Codes & Regulations.* Other than the specific relief recommended by this resolution, the proposed Development shall be required to meet all Village codes and regulations, including but not limited to the Zoning Code, the Village of Winnetka Subdivision Code, as amended, the Standards and Specifications for Public and Private Improvements Manual, as amended, and all building, fire, and life-safety code requirements;
8. *Final Concept Plan Approval.* Prior to final plan approval of the Development by the Village Council, the Applicant shall:
 - a) Present to the Design Review Board for review and recommendation the final site plan, landscaping plan, signage plan, and building elevations details. This review shall occur prior to the Plan Commission's consideration of the final plan.
 - b) Submit a final plan and final plat for Village staff review and approval pursuant to all Village ordinances and regulations; and,
9. *Transferability.* The approvals for the proposed Development shall be granted to the applicant and shall not be transferable except as specifically authorized and in compliance with the final approval documents approved by the Village Council.

IX. ZONING BOARD OF APPEALS ACTION

Pursuant to Section 17.58.110.B. of the Zoning Ordinance (see Exhibit 2, OWVD, Attachment A, Planned Development pp. 8-9), the role of the ZBA is to determine whether the proposed development is consistent with the same standards applied to any Special Use Permit application. These standards are as follows:

1. *that the proposed planned development will not either endanger or be detrimental to the public health, safety, comfort, morals or general welfare, in that the proposed development will complement and supplement the community given the nature of the business;*
2. *that the planned development will not either substantially diminish or impair property values in the immediate vicinity, or be substantially injurious to the use and enjoyment of land in the immediate vicinity for uses permitted by right in that zoning district;*
3. *that the planned development will not impede the normal and orderly development and improvement of other property in the immediate vicinity for uses permitted by right in the zoning district;*
4. *that adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion in the public and private ways;*
5. *that adequate parking, utilities, access roads, drainage and other facilities necessary for the operation of the special use either exist or will be provided; and,*
6. *that the planned development in all other respects conforms to the applicable zoning regulations and other application of Village ordinances and codes.*

Beginning on November 14, 2015 and concluding on January 11, 2016, at three meetings, the ZBA considered the PD. At its January 11th meeting, the ZBA's final action was to recommend against the Preliminary PD. The motion to recommend denial was approved on the vote of four in favor and two against. For details concerning the ZBA's consideration of the PD, the minutes of its meetings and resolution, see Exhibit 2, OWVD, Attachment D, ZBA Minutes and Resolution, pp.233-312.

X. DESIGN REVIEW BOARD ACTION

Pursuant to Section 17.58.110.D of the Zoning Ordinance (see Exhibit 2, OWVD, Attachment A, Planned Development, p. 9), the role of the DRB is to provide comment and recommendations to the Village Council as to whether the building design, landscape plan and other proposed exterior aspects of the proposed development are in conformity with the Village's Design Guidelines.

The DRB began its consideration of the PD at its November 19, 2015 meeting. After three meetings, the DRB completed its deliberations on the PD at its February 18, 2016 meeting and voted four in favor and three against recommending that the PD is in conformity with the Village's Design Guidelines. For details concerning the DRB's consideration of the PD, the minutes of its meetings and findings, see Exhibit 2, OWVD, Attachment E, DRB Minutes and Findings, pp.313-378. Please note that at the time this report was put together the February 18, 2016 DRB minutes were still being drafted and will be issued under separate cover when complete.

X. VILLAGE COUNCIL ACTION

As is with the case of the three advisory bodies, the Village Council must consider findings that are identified in Section 17.58.110.E of the Zoning Ordinance (see Exhibit 2, OWVD, Attachment A, Planned Developments, p. 9). The findings include the following:

1. *that the proposed development meets the special use standards for planned development, as set forth in subsection B of this Section;*
2. *that the proposed development, as a whole, is consistent with the Comprehensive Plan, Winnetka 2020;*
3. *that a certificate of appropriateness of design should be issued for the buildings, landscaping and other exterior elements of the proposed development; and*
4. *that the proposed development is otherwise consistent with the intent and objectives of this Chapter.*

RECOMMENDATION

Discuss the Preliminary One Winnetka Planned Development and exceptions.

EXHIBITS

Exhibit 1 - One Winnetka Preliminary Planned Development Application Binder (previously issued)

Exhibit 2 - One Winnetka Village Documentation Binder (previously issued)

Exhibit 3 - Revised Plan Documents, Residential Market Analysis and Public Comment (previously issued)