

Regular Meeting
WINNETKA VILLAGE COUNCIL
510 Green Bay Road
Winnetka, Illinois 60093
June 7, 2011
7:30 p.m.

Emails regarding any agenda item are welcomed. Please email LRosenthal@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 to the Flag
- 3) Quorum
 - a) June 14, 2011, Study Session
 - b) June 21, 2011, Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
 - a) Village Council Minutes. None
 - b) Warrant Lists Nos. 1703 and 17043
 - c) Ordinance No. M-7-2011: Zoning Variation – 12 Indian Hill – Adoption4
 - d) Resolution No. R-23-2011 – Prevailing Wages – Adoption.....37
 - e) Bid Number 11-018: Trapp Lane Roadway and Utility Improvements48
 - f) Bid Number 11-008: Transformer Bid52
 - g) State Bid #4015976 - Purchase of a 2011 Ford Expedition.....59
 - h) Purchase of Yard Waste Bags.....62
 - i) New Trier High School Parking Lease63
 - j) Change Order: Primary Cable - The Okonite Company75
 - k) Sidewalk Sale Request.....76
 - l) Corner Cooks Street Use Request.....78
- 6) Ordinances and Resolutions.
 - a) Ordinance No. M-2-2011 - Special Service Area No. 4 – Pavement and Stormwater Improvements to the Public Alley bounded by Elm-Oak-Locust-Rosewood - Public Hearing.....102
 - b) Ordinance No. M-3-2011 - Special Service Area No. 5 – Pavement and Stormwater Improvements to the Public Alley bounded by Elm-Oak-Rosewood-Glendale – Public Hearing.....107
- 7) Public Comment and Questions

- 8) Old Business – None
- 9) New Business
 - a) Bids: Diesel Engine Catalyst Units.....112
 - b) Village Vehicle Sticker Design.....114
- 10) Reports
- 11) Appointments
- 12) Executive Session
- 13) Adjournment

NOTICE

All agenda materials are available at www.villageofwinnetka.org (*click Council and then Current Agenda*), the Reference Desk at the Winnetka Library, or in the Manager’s Office at Village Hall (2nd floor).

Videos of the Regular Village Council meetings are televised on Channel 10, Mondays, Wednesdays, and Fridays at 7:00 p.m. Videos of the meeting may also be viewed on the Internet via a link on the Village’s web site: www.villageofwinnetka.org.

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 – Liz Rosenthal, at 510 Green Bay Road, Winnetka, Illinois 60093, (Telephone (847) 716-3540; T.D.D. (847) 501-6041).

AGENDA REPORT

SUBJECT: **Warrant Lists Nos. 1703 and 1704**

PREPARED BY: Robert Bahan, Village Manager

DATE: June 2, 2011

Warrants Lists Nos. 1703 and 1704 are enclosed in each Council member's packet.

Recommendation: Consider approving Warrants Lists Nos. 1703 and 1704.

AGENDA REPORT

TO: Village Council

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

DATE: June 2, 2011

SUBJECT: 12 Indian Hill Rd. Ord. M-7-2011
(1) Front Yard Setback

REF: May 17, 2011 Council Meeting, pp. 77-107

Ordinance M-7-2011 grants a variation by Ordinance from Section 17.30.050 [Front and Corner Yard Setbacks] of the Winnetka Zoning Ordinance to permit the construction of a detached garage, which will be located closer to the street than the principal building, that will result in a front yard setback from Golf Ln. of 19.58 ft., whereas a minimum of 50 ft. is required, a variation of 30.42 ft. (60.84%).

The petitioners, Ron and Glo Rolighed, are requesting the variation in order to construct a detached 2-car garage measuring 24.25 ft. x 21.25 ft. that would provide a setback of 19.58 ft. from the westerly line of the private road easement of Golf Ln. There is also an appendage to the garage measuring 13 ft. x 5.5 ft. that would serve as an enclosure for a backup generator. The proposed garage would match the existing detached 2-car garage. Access to the proposed garage would be off of the existing driveway, no additional entrances are proposed as part of this request.

In addition to requiring a minimum front yard setback of 50 ft., the zoning ordinance does not allow accessory buildings to be placed nearer the street line than the principal building. In this case, the residence is located behind an existing detached garage that is providing a setback of approximately 26.23 ft. from the private road easement.

The property is located in the R-2 Single Family Residential District. According to the petitioners the residence was built in 1918. Subsequent building permits were issued by the Village in 1986 to alter the attic (add bedrooms, a bathroom, and dormers) and in 2009 to remodel a bathroom. The petitioners purchased the property in 2008. There have been no previous zoning cases for this property.

The proposed garage complies with all other zoning regulations. An attached zoning matrix summarizes the work proposed under this variation request.

At its April 11, 2011 meeting the Zoning Board of Appeals voted 5-0 to recommend approval of the variation.

Adoption of the ordinance requires the concurrence of the majority of the Village Council members.

Recommendation

12 Indian Hill Rd.
June 2, 2011
Page 2 of 2

Consider adoption of Ordinance M-7-2011, granting a variation from the front yard setback requirement for a detached garage located closer to the street than the principal building.

ZONING MATRIX

ADDRESS: 12 Indian Hill Rd.

CASE NO: 11-07-V2

ZONING: R-2

ITEM	REQUIREMENT	EXISTING	PROPOSED	TOTAL	STATUS
Min. Lot Size	24,000 SF	28,364 SF (1)	N/A	N/A	OK
Min. Average Lot Width	100 FT	147.73 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	7,091 SF (2)	2,591.56 SF	586.81 SF	3,178.37 SF	OK
Max. Gross Floor Area	8,338.72 SF (2)	4,262.85 SF	586.81 SF	4,849.66 SF	OK
Max. Impermeable Lot Coverage	14,182 SF (2)	10,513.74 SF	(1,746.49) SF	8,767.25 SF	OK
Min. Front Yard (East)	50 FT	26.23 FT (3)	19.58 FT	N/A	30.42 FT (60.84%) VARIATION
Min. Side Yard (North)	12 FT	67.75 FT (4)	17 FT	N/A	OK
Min. Total Side Yards	44.32 FT	100.71 FT	49.96 FT	N/A	OK
Min. Rear Yard (West)	25 FT	28.5 FT	N/A	N/A	OK

NOTES:

(1) Net lot area, doesn't include the area of the private road easement (1,774 s.f.).

(2) Based on lot area of 28,364 s.f.

(3) Setback to existing detached garage. The residence is setback approximately 66 ft. from the private road easement.

(4) Setback to existing detached garage.

**AN ORDINANCE GRANTING A VARIATION IN
THE APPLICATION OF THE ZONING ORDINANCE
OF THE VILLAGE OF WINNETKA,
COOK COUNTY, ILLINOIS (12 Indian Hill)**

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

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

WHEREAS, the property commonly known as 12 Indian Hill Road, Winnetka, Illinois (the “Subject Property”), is legally described as follows:

Lot 2 in Osgood’s Resubdivision of a part of Lot 10 in Indian Hill Subdivision Number 2, being a Subdivision of parts of Sections 20 and 29, Township 42 North, Range 13, East of the Third Principal Meridian, according to plat thereof recorded as Document Number 5772391, in the Recorder’s Office of Cook County, Illinois; and

WHEREAS, the Subject Property is located in the R-2 Zoning District provided in Chapter 17.24 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code; and

WHEREAS, on February 9, 2011, the owner of the Subject Property filed an application for a variation from the 50-foot minimum Front Yard Setback requirement of Section 17.30.050 of the Lot, Space, Bulk and Yard Regulations for Single Family Residential Districts established by Chapter 17.30 of the Zoning Ordinance, to allow an east front yard setback of 19.58 feet, resulting in a variation of 30.42 feet (60.84%), in order to permit the construction of a second detached garage with a small enclosure for a back-up generator which, like the existing garage, would also be located nearer to the street than the principal building on the Subject Property; and

WHEREAS, on April 11, 2011, on due notice thereof, the Zoning Board of Appeals conducted a public hearing on the requested variations and, by the unanimous vote of the five

members then present, has reported to the Council recommending that the requested variation be granted; and

WHEREAS, the Subject Property is an irregularly shaped lot with a curving east lot line formed by Golf Lane; and

WHEREAS, both Golf Lane is considered a street under the Zoning Ordinance, as a result of which the Subject Property is subject to a 50-foot setback from the edge of Golf Lane; and

WHEREAS, the Subject Property is improved with a single family residence, constructed around 1918, before the enactment of the Winnetka Zoning Ordinance and before the area was annexed to the Village of Winnetka; and

WHEREAS, the Subject Property is narrower at its north end than at its south end, and the residence on the Subject Property is oriented so that the front of the residence faces the north side yard and lot line, there is a parking and turn-around area in the north side yard, and access to the Subject Property is via a driveway that extends eastward from the front turnaround to Golf Lane; and

WHEREAS, the existing two-car garage is located slightly east and north of the residence on the Subject Property, and has a driveway that extends from its east wall to Golf Lane, although the doors to the garage provide access from the north side of the garage, via the driveway to the turnaround in front of the house; and

WHEREAS, due to the orientation of the house, garage and driveway on the Subject Property, the east side of the Subject Property along Golf Lane functions as a side yard; and

WHEREAS, the owners of the Subject Property propose to construct a second garage opposite the existing garage, on the north side of the driveway to the front turnaround; and

WHEREAS, except for a small enclosure for a back-up generator to be located on the north side of the proposed new garage, the new garage is designed to be a mirror image of the existing garage; and

WHEREAS, there are practical difficulties associated with carrying out the strict application of the Zoning Ordinance with respect to the Subject Property in that: (i) the east side yard setback is currently nonconforming in that the existing garage is set back 26.23 feet from the Golf Lane street easement; (ii) because of the curving line of the Golf Lane street easement, placing the proposed garage directly opposite the existing garage will reduce the east set back to 19.58 feet; (iii) the proposed location of the new garage is consistent with the layout of the Subject Property, as

developed; (iv) placing the garage in a conforming location would require the garage to be located either directly in front of the house, in the same general area as the turnaround, or on the south side of the house in the expansive rear yard; and (v) placing a garage in a conforming location behind the existing residence would require the removal of several large specimen trees and would require a new driveway at least 50 feet long, which would thereby increase the amount of impermeable surface on the Subject Property; and

WHEREAS, the Subject Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the Zoning Ordinance, in that (i) the Subject Property is located in an area of estate properties where the standard garage capacity is more than two cars; and (ii) placing the garage in a conforming location would require the removal of mature trees, increase impermeable surface on the Subject Property, reduce usable open space and be inconsistent both with the character of the Subject Property as it has been developed and with the character of the immediate vicinity, which is characterized by large expanses of open space and yards; and

WHEREAS, subject to the condition stated in Section 3.A of this Ordinance, the requested variation will not alter the essential character of the neighborhood because the existing landscaping will be preserved, and the proposed location and design of the new garage will frame the entrance to the Subject Property and reduce the amount of impermeable surface on the Subject Property by eliminating the driveway to the east side of the existing garage; and

WHEREAS, the requested variation will not impair an adequate supply of light and air because the proposed garage will comply with the required north side yard setback, which is the only side of the property which faces an adjacent neighbor; and

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

WHEREAS, the requested variation will not diminish the taxable value of land and buildings throughout the Village, and the taxable value of the Subject Property may be increased because of the proposed improvements; and

WHEREAS, the proposed construction will not contribute to congestion on the public streets, as the property will continue to be used for single family residential purposes and will increase the amount of enclosed parking on the Subject Property; and

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

WHEREAS, subject to the condition stated in Section 3.A of this Ordinance, the requested variation is in harmony with the general purpose and intent of the Winnetka Zoning Ordinance and with the district purpose of the R-2 Zoning District, in that it reduces the impermeable surface on the Subject Property, preserves established trees and landscaping, and maintains the estate character of the Subject Property by keeping the degree of improvements on the Subject Property subordinate to the open space.

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

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

SECTION 2: Subject to the condition stated in Section 3.A of this Ordinance, the Subject Property, commonly known as 12 Indian Hill Road and located in the R-2 Single-Family Residential District provided in Chapter 17.24 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code is hereby granted a variation from the 50-foot minimum Front Yard Setback requirement of Section 17.30.050 of the Lot, Space, Bulk and Yard Regulations for Single Family Residential Districts established by Chapter 17.30 of the Zoning Ordinance, to allow an east front yard setback of 19.58 feet, resulting in a variation of 30.42 feet (60.84%), in order to permit the construction of a second detached garage with a small enclosure for a back-up generator, which, like the existing garage, would also be located nearer to the street than the principal building on the Subject Property, said construction to be in accordance with the plans and elevations submitted with the application for variations.

SECTION 3: The variation granted herein is subject to the following conditions:

A. The existing driveway between the east side of the existing garage and Golf Lane shall be removed.

B. The proposed construction shall commence within 12 months after the effective date of this Ordinance.

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

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

PASSED this 7th day of June, 2011, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 7th day of June, 2011

Signed:

Village President

Countersigned:

Village Clerk

Introduced: May 17, 2011

Posted: May 18, 2011

Passed and Approved: _____

Posted: _____

APPLICATION FOR VARIATION
WINNETKA ZONING BOARD OF APPEALS

Owner Information:

Name: Glo & Ron Rolighed

Property Address: 12 Indian Hill Road, Winnetka

Home and Work Telephone Number: 847-441-8570 / 312-762-6737

Fax and E-mail: (F) 847-441-8507 / grolighed@comcast.net

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

Steve Rugo / Rugo Raff Assoc.

20 W. HUBBARD ST. CHICAGO IL 60654

P: 312-464-0222 F: 312-464-0225 BGOEHLKE@RUGORAFF.COM

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

Thompson Coburn LLP

55 EAST MONROE STREET, 37th Floor

CHICAGO, IL 60603

Date Property Acquired by Owner: 3/18/08

Nature of Any Restrictions on Property: _____

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

The requested variation is to provide relief from a reassessed side yard, along a former private drive, currently deemed a front yard imposing a 50'-0" front setback. The variance requested would relieve the 50'-0" setback as required under current Zoning Ordinance. The proposed work would result in a 26'-6" setback at its closest tangent point to the property line.

OFFICE USE ONLY

Variation Requested Under Ordinance Section(s): _____

Staff Contact: _____ Date: _____



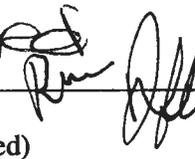
STANDARDS FOR GRANTING OF ZONING VARIATIONS

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

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

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

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

* See Attached
Property Owner's Signature:  Date: 02.09.11

(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.

STANDARDS FOR GRANTING OF ZONING VARIATIONS

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

We have a need for additional garage as allowed by the Village of Winnetka, however due to a change in zoning our property consists of more than three fronts creating a challenge for location.

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

The unique circumstance of our property is that over $\frac{3}{4}$ of the property is considered "the front" of the house. This dramatically reduces the options for positioning an additional garage. Since the front of our house faces north, but the house is actually viewed from the south along Indian Hill Golf Course, putting a garage there would be unsightly and less desirable from an architectural and historical standpoint.

In the front, or north side, of our house there is a particularly large, American Elm tree, measuring approx. 11ft. 8in. in diameter, that we wish to preserve thereby limiting further the location of an additional garage.

On the East side of the house, there are three specimen trees that the Village Forester, Jim Stier, has informed us are extremely valuable and should not be moved. This further limits the use of the property.

In addition, it should be noted that the house was built in 1918 on what was considered a private lane (Golf Lane). Today's standards have re-assessed the east side of 12 Indian Hill Road as "front" whereas it used to be considered a side yard. This is further evidenced by the fact that Golf Lane is split down the center and is actually part of the legal properties at 12 Indian Hill Road and 11 Indian Hill Road. Furthermore, Golf Lane is not maintained by the Village of Winnetka. In addition, there is a legal, private gate that was added to actually restrict traffic along the lane (Golf Lane). Only those properties having easement rights are legally allowed egress.

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

Great care has been taken to restore the current home. The additional garage would be in keeping with other properties in this area. The character of the new garage would be in keeping with our 1918 home.

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

There would not be any adverse situation regarding light and air as a result of this addition to the property.

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

There would be no additional hazard from fire or otherwise as a result of this addition.

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

No. The taxable value of land and buildings throughout the Village will not diminish.

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

No. Congestion in public streets will not increase.

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

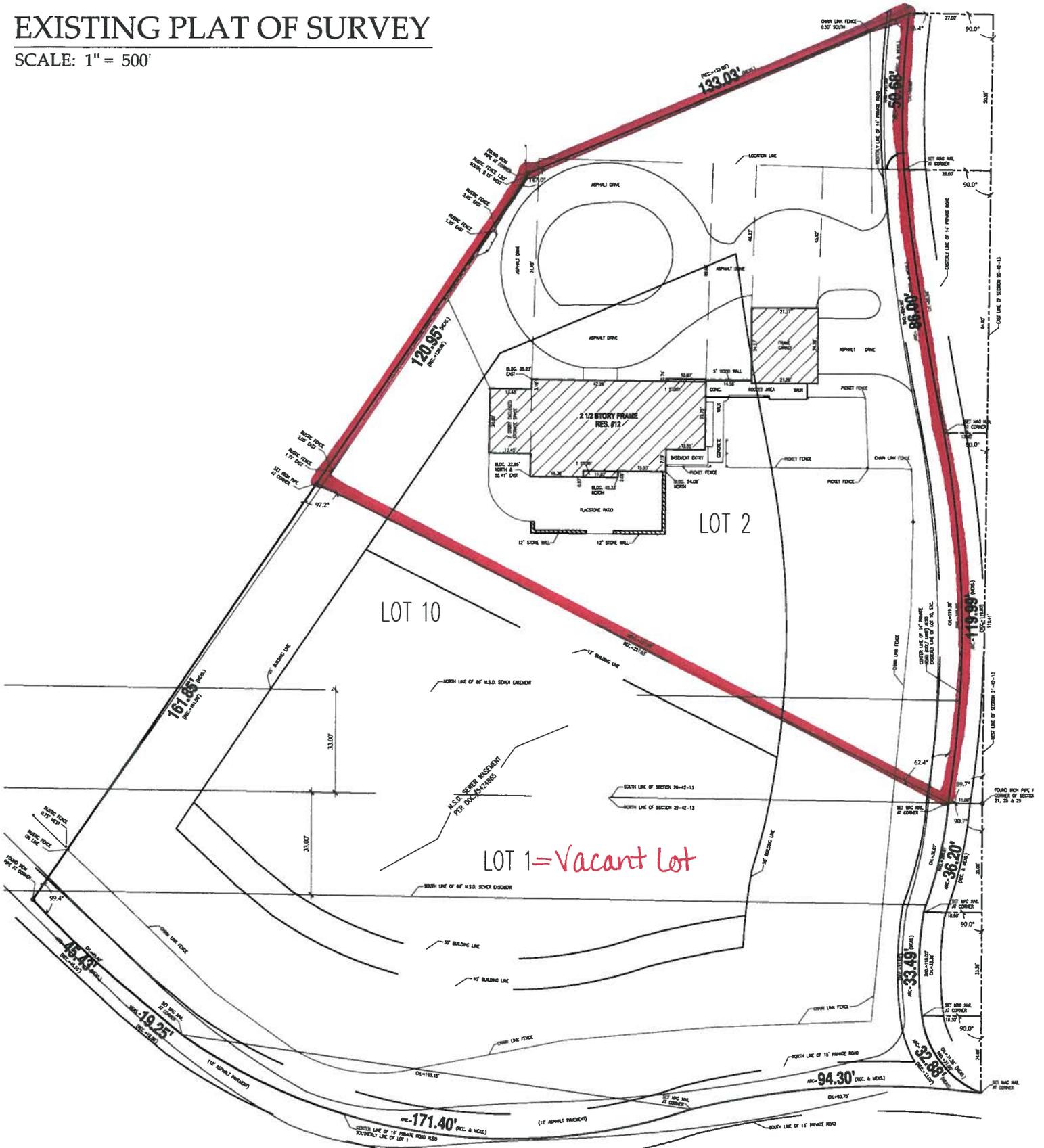
No. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not otherwise be impaired by this variance.

Property Owner's Signature: Neena Aff Date: 1/30/11

Property Owner's Signature: Gloria E. P. [Signature] Date: 1/30/11

EXISTING PLAT OF SURVEY

SCALE: 1" = 500'



AREA LOT 1 = 39,911 SQ. FT.
 AREA LOT 2 = 30,138 SQ. FT.
 TOTAL AREA = 70,049 SQ. FT.
 AREA LOT 1 EXCLUDING ROADWAY EASEMENT = 36,713 SQ. FT.
 AREA LOT 2 EXCLUDING ROADWAY EASEMENT = 28,364 SQ. FT.
 TOTAL AREA EXCLUDING ROADWAY EASEMENT = 65,077 SQ. FT.



TO BE SURED BY THE SURVEYOR
 I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land shown on this plat, and that the same is a true and correct copy of the original survey as shown to me by the owner of the land shown on this plat, and that the same is a true and correct copy of the original survey as shown to me by the owner of the land shown on this plat.

TO BE SURED BY THE SURVEYOR
 I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land shown on this plat, and that the same is a true and correct copy of the original survey as shown to me by the owner of the land shown on this plat, and that the same is a true and correct copy of the original survey as shown to me by the owner of the land shown on this plat.

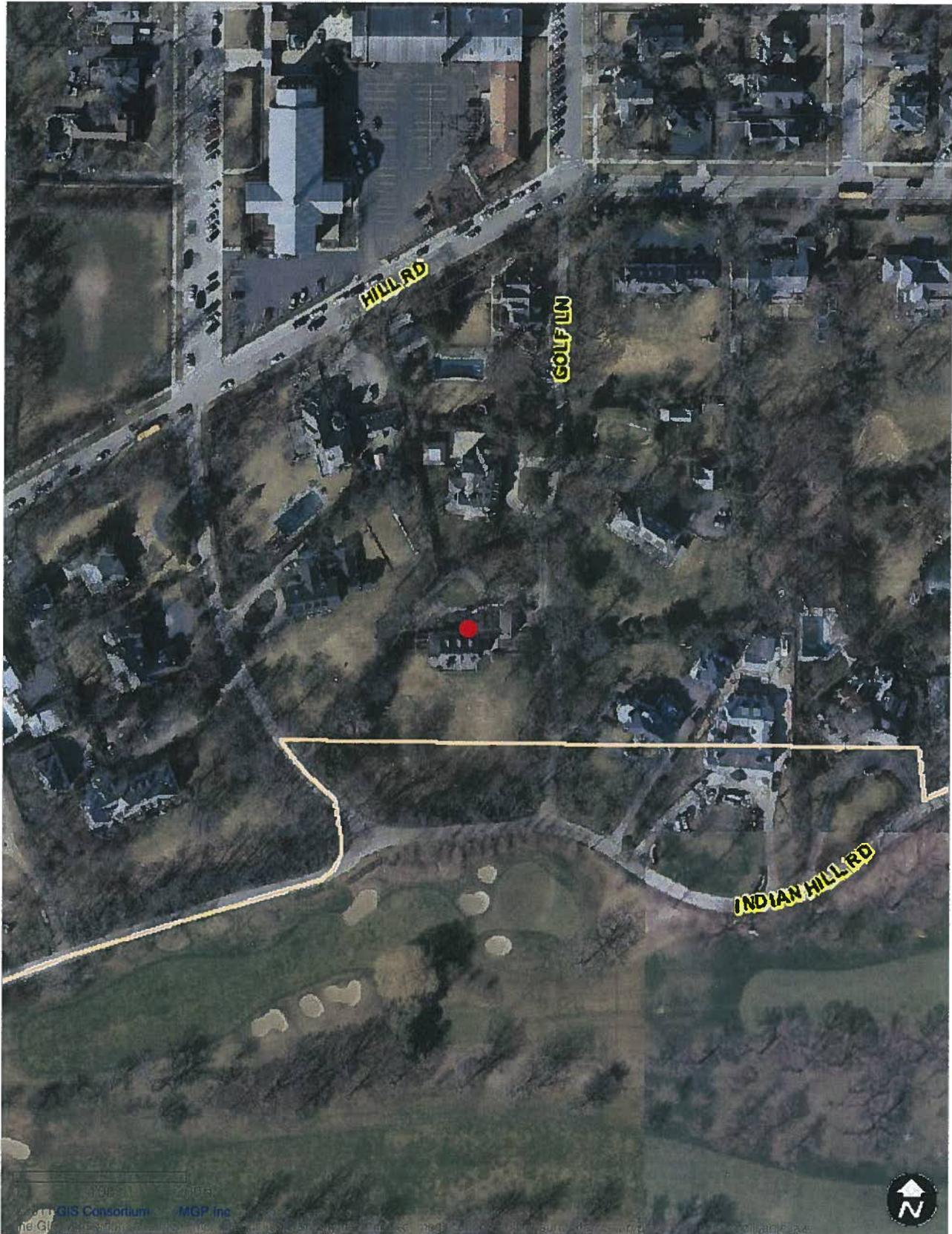
B.H. SUHR & COMPANY, INC.

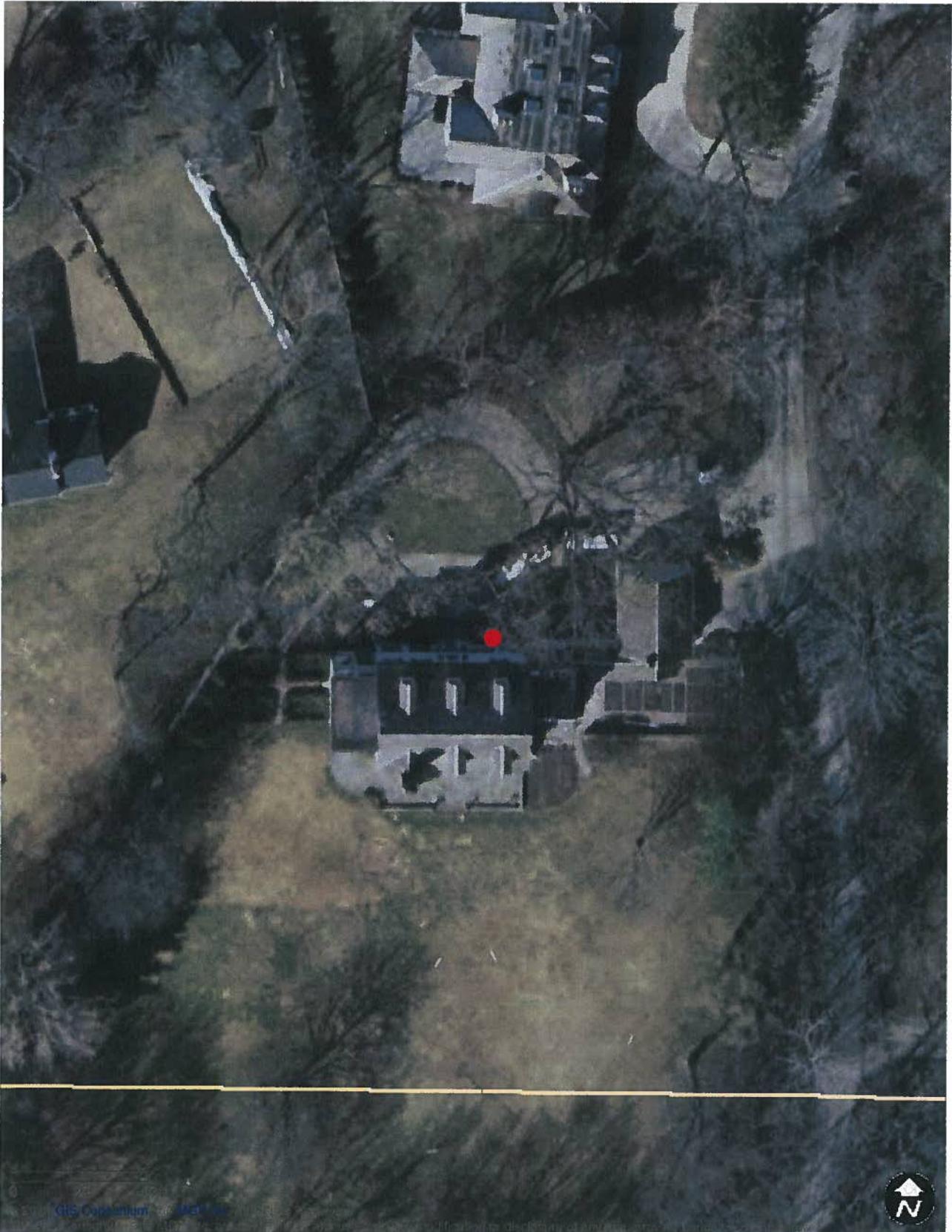
B. H. SUHR
 SURVEYOR
 940 CUSTER AVENUE, EVANSTON, ILLINOIS 60202
 TEL. (847) 864-0215 FAX (847) 864-9041
 E-MAIL: SURV210@SUHR.COM

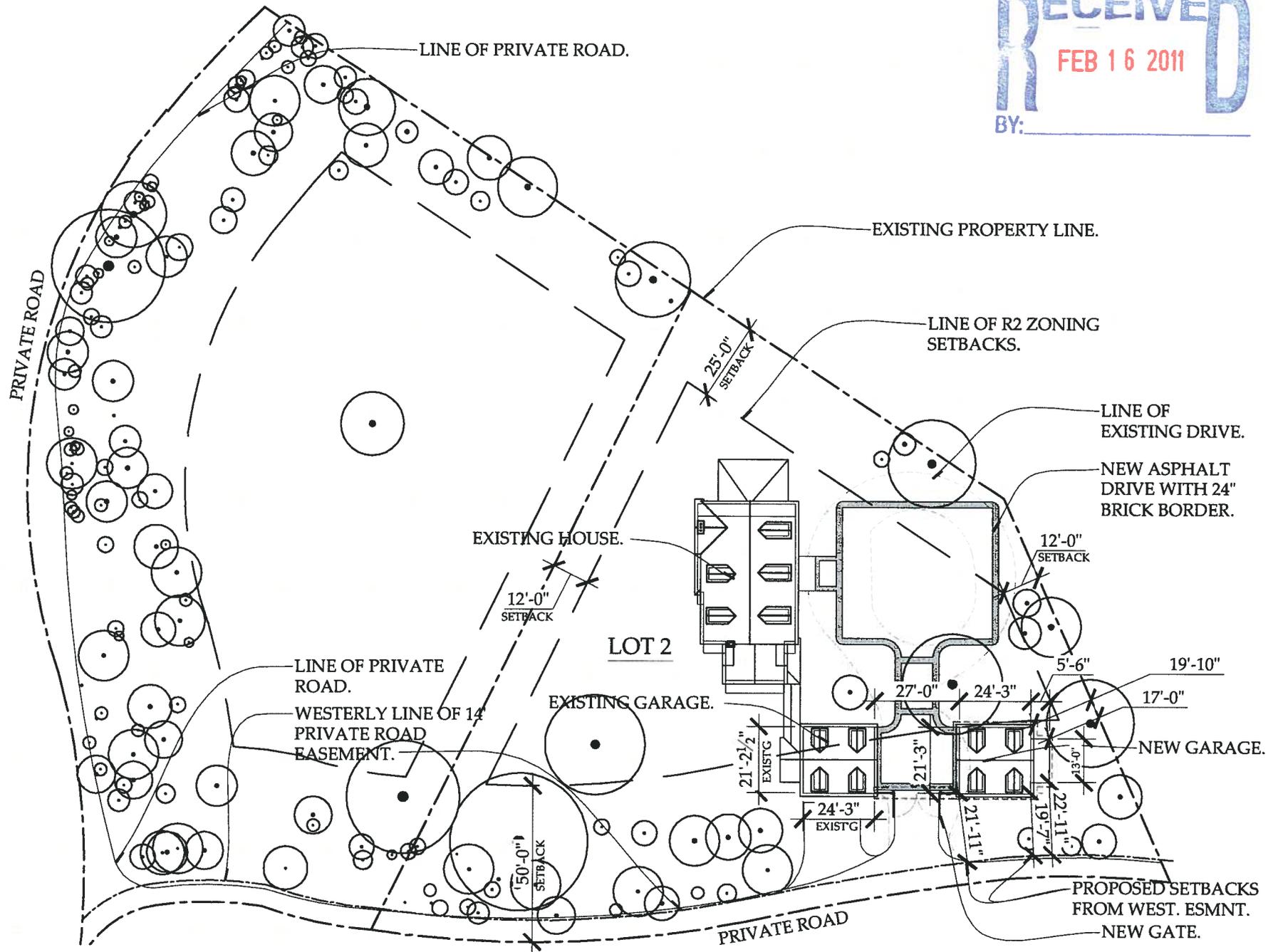
DATE: 07 FROM: 482 SURVEYED: JANUARY 11, 08
 SHEET NO. 07-482 SURVEYED BY: PETER HASTING



MapOffice™ 12 Indian Hill Rd.

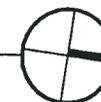


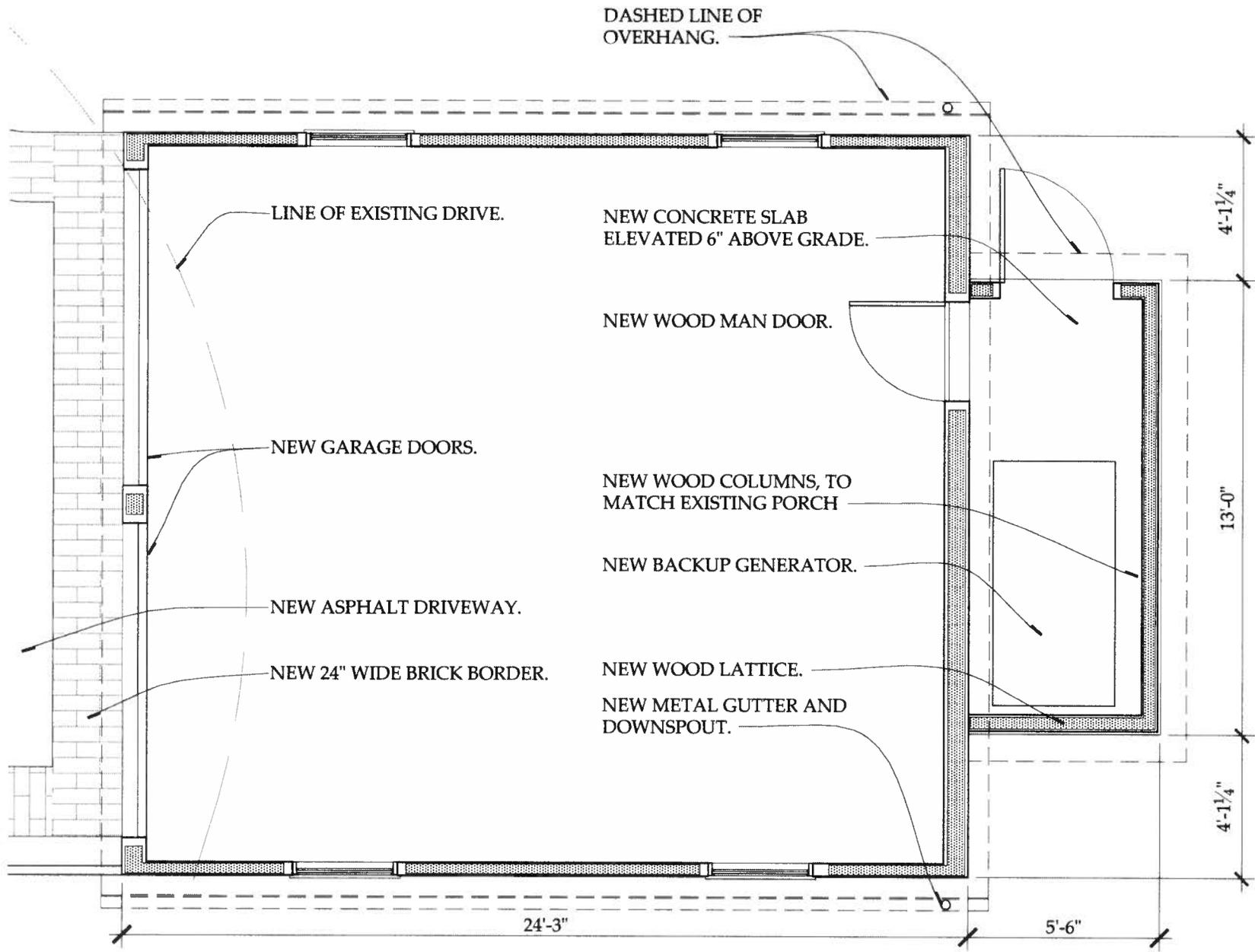




PROPOSED SITE PLAN

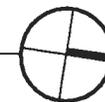
SCALE: 1" = 500'



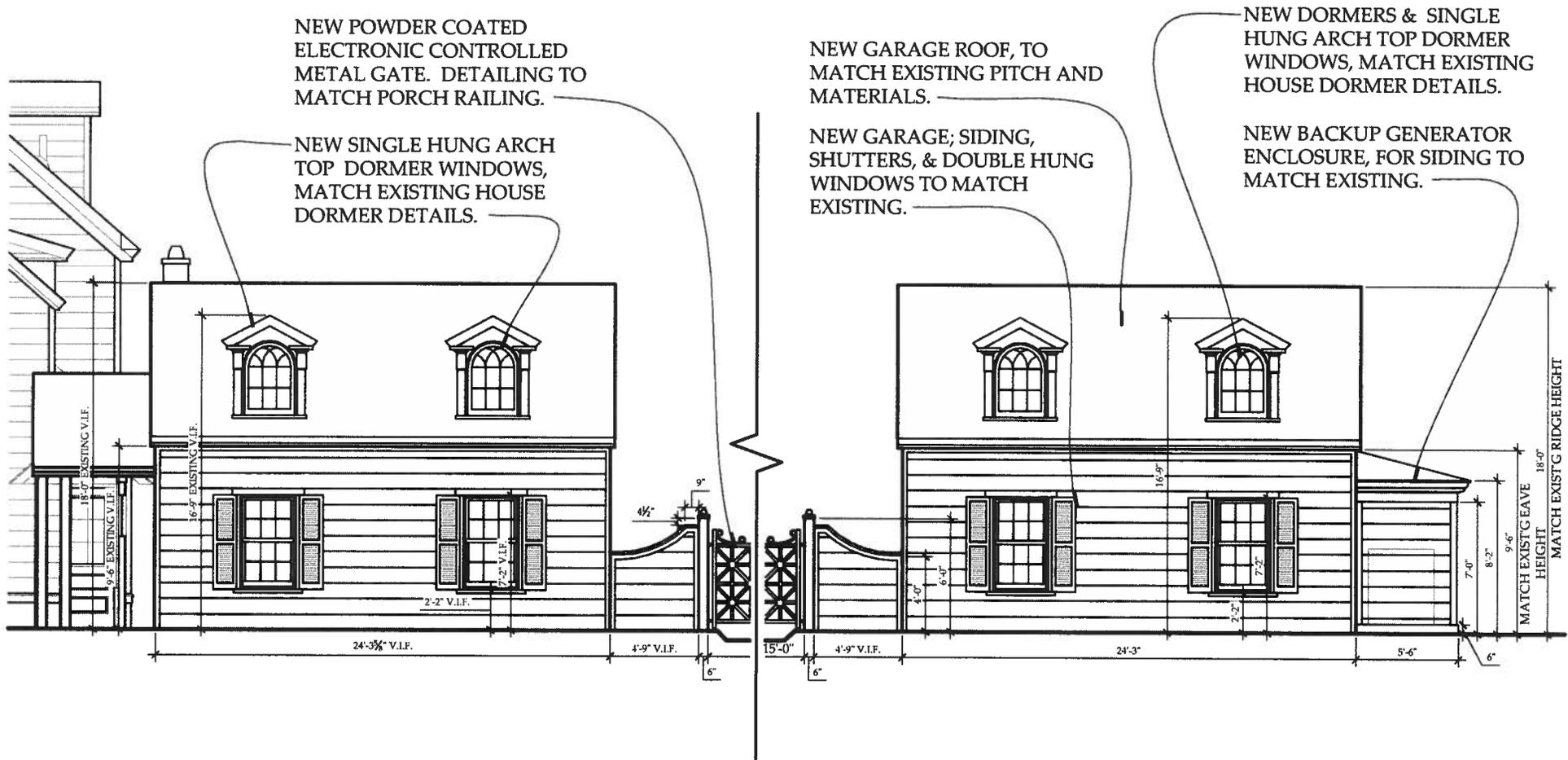


PROPOSED GARAGE PLAN

SCALE: 1/4" = 1'-0"



#1009
RUGO RAFF
 02.17.11 Architects



EAST ELEVATION

SCALE: 1/8" = 1'-0'

NEW GARAGE ROOF, TO
MATCH EXISTING PITCH AND
MATERIALS.

NEW GARAGE; SIDING, TO
MATCH EXISTING.

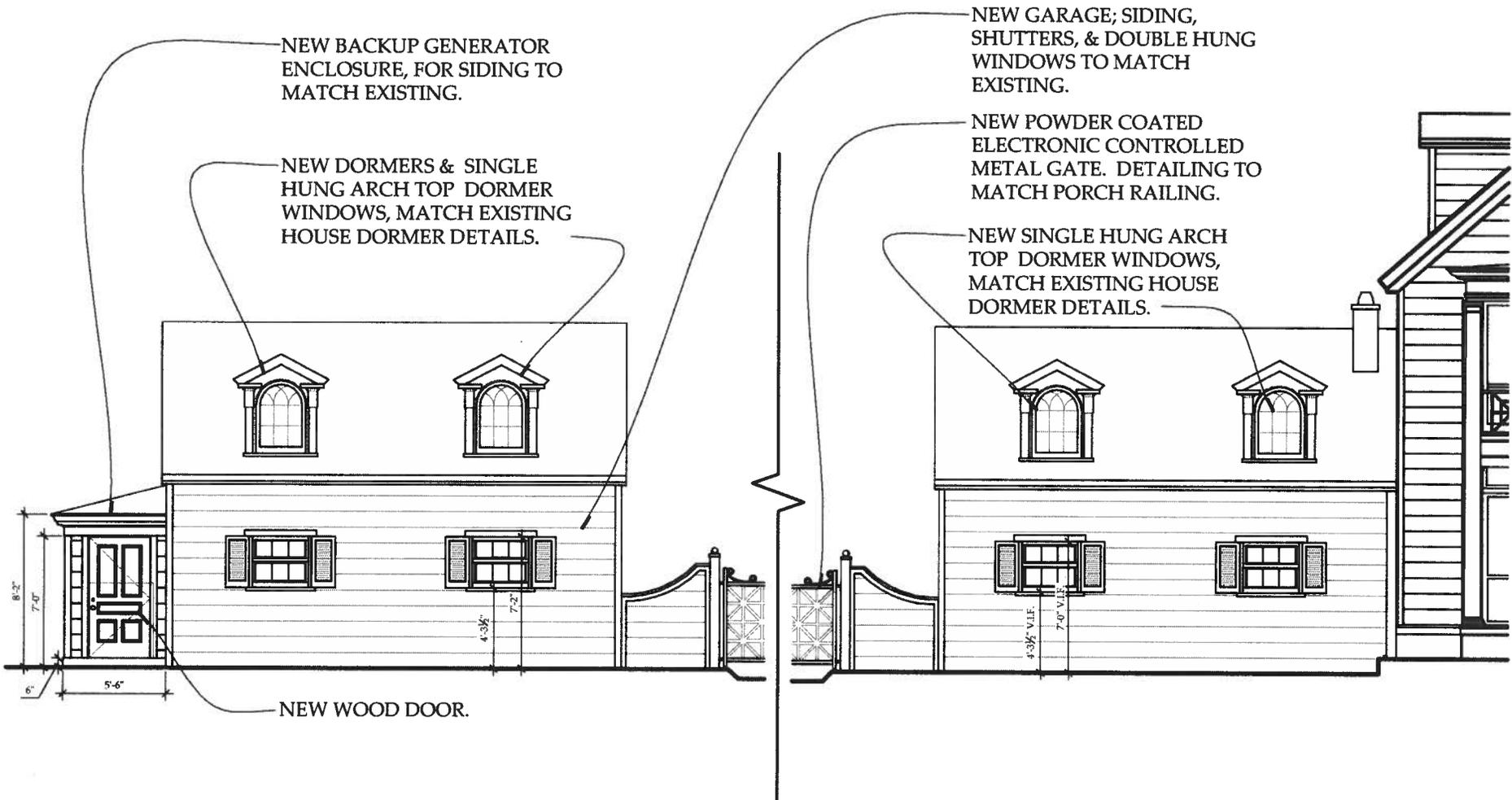
NEW BACKUP GENERATOR
ENCLOSURE, FOR SIDING TO
MATCH EXISTING.

EXISTING DORMER.



NORTH ELEVATION

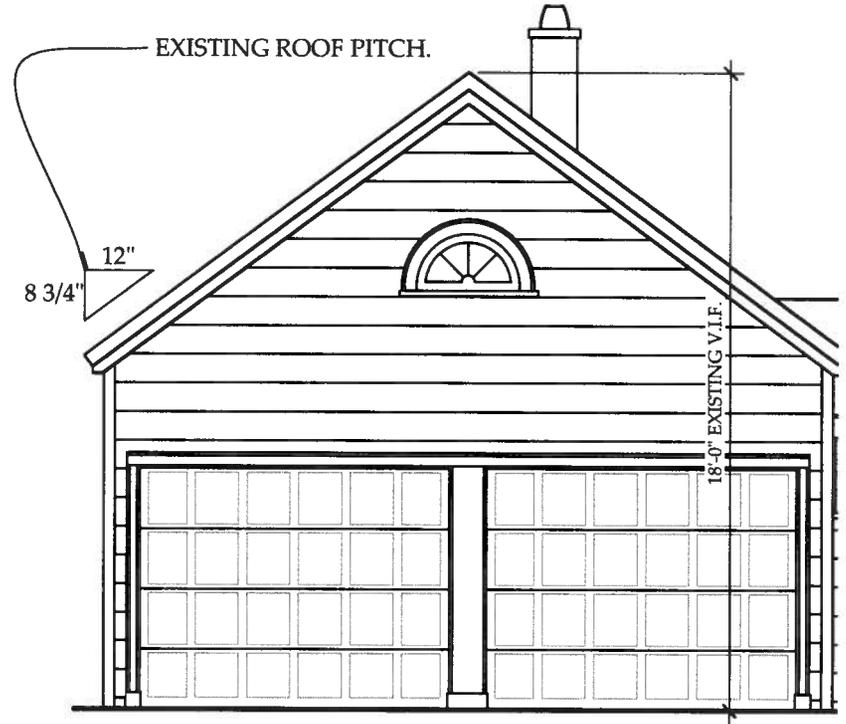
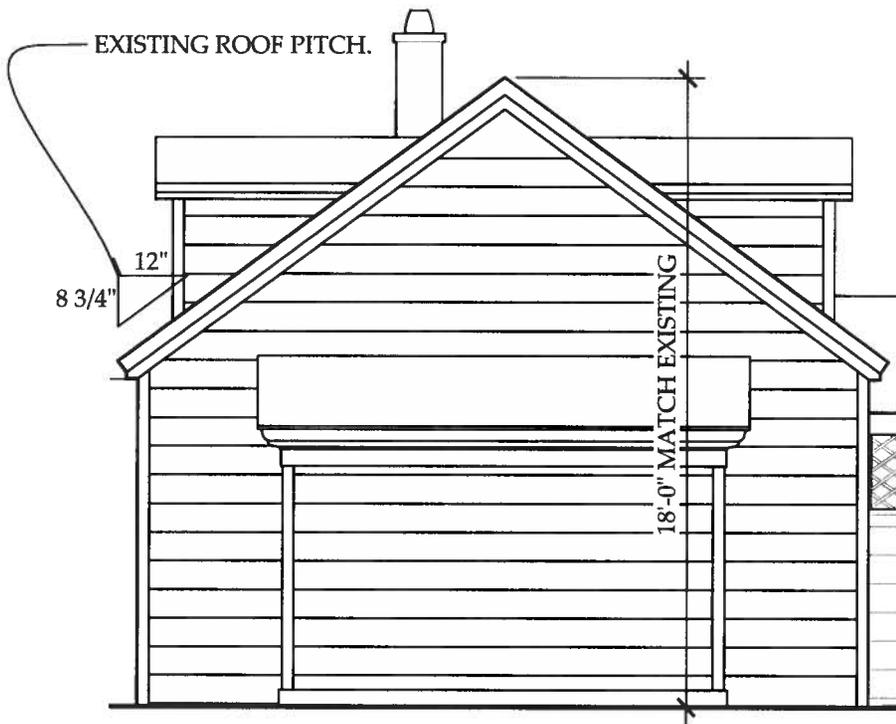
SCALE: 1/8" = 1'-0'



WEST ELEVATION

SCALE: 1/8" = 1'-0"

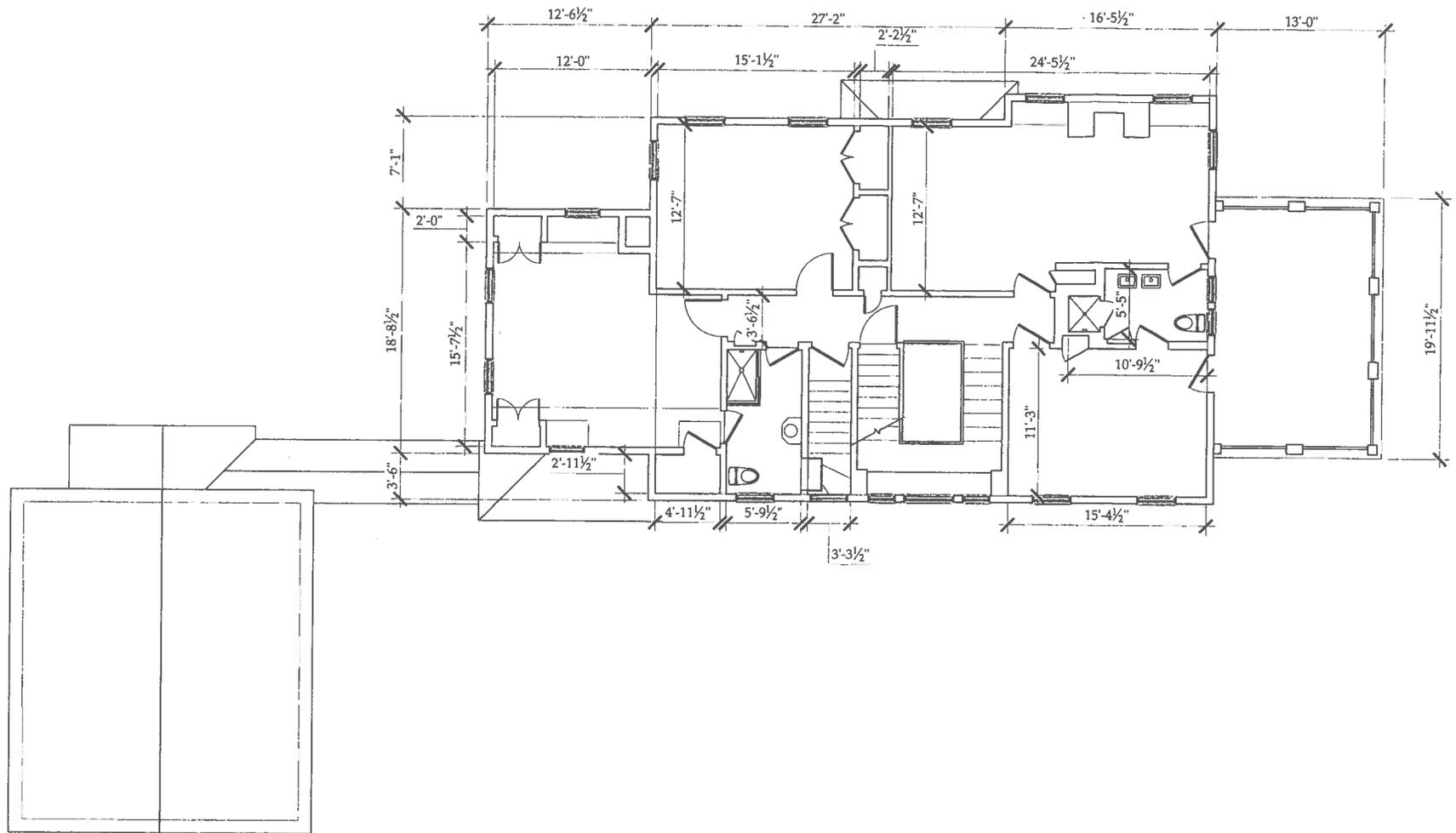
#1009
02.17.11 **RUGO RAFF** Architects



NORTH ELEVATION- Proposed & Existing Roofline

SCALE: 3/16" = 1'-0"

#1009
RUGO RAFF
 Architects



EXISTING SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"



EXISTING NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EXISTING WEST ELEVATION

SCALE: 1/8" = 1'-0"



EXISTING DORMER



EXISTING GARAGE EAST



EXISTING GARAGE SOUTH WEST

EXISTING PHOTOS

**WINNETKA ZONING BOARD OF APPEALS
APRIL 11, 2011**

Zoning Board Members Present: Joe Adams, Chairman
Mary Hickey
Joni Johnson
Carl Lane
Jim McCoy
Scott Myers

Zoning Board Members Absent: None

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

Village Attorney: Kathy Janega, Village Attorney

Agenda Items:

Case No. 11-07-V2: 12 Indian Hill Road
Ron and Glo Rolighed
Variation by Ordinance
1. Front Yard Setback

**Minutes of the Zoning Board of Appeals
April 11, 2011**

12 Indian Hill Road, Case No. 11-07-V2, Variation by Ordinance - Front 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 Glo and Ron Rolighed concerning a variation by Ordinance from Section 17.30.050 [Front and Corner Yard Setbacks] of the Winnetka Zoning Ordinance to permit the construction of a detached garage, which will be located closer to the street than the principal building, that will result in a front yard setback from Golf Ln. of 19.58 ft., whereas a minimum of 50 ft. is required, a variation of 30.42 ft. (60.84%).

Mr. Myers left the meeting at this time.

Chairman Adams swore in those that would be speaking on this case.

Glo Rolighed introduced herself to the Board as the property owner. She informed the Board that she spoke with Jennifer of Brian Norkus’ office to discuss the request so that she did not waste anyone’s time. Mrs. Rolighed stated that she grew up in the Village and that she is a real

estate agent. She stated that the home was previously owned by the parents of her good friend. Mrs. Rolighed stated that they would love to have an additional garage and that the problem related to where the garage would fit and look appropriate with the property, which would be outside of the zoned area.

Mrs. Rolighed stated that when the home was designed, the lane was meant to be private. She stated that there are gates that they can legally close and that the Village did not maintain that road. Mrs. Rolighed stated that they took care to make sure that the garage would be in keeping with the neighborhood and the home. She informed the Board that the home was built in 1918 and that they have spoken with all of the neighbors who are very much in support of the request. Mrs. Rolighed commented that it would be wonderful for them and that it would be great for them to be able to store their third car in the new garage as opposed to storing it offsite since there is minimal parking on the street.

Chairman Adams asked Mrs. Rolighed and the architect where a conforming location for the garage would be and whether that alternative was considered or rejected.

Steve Rugo of Rugo Raff & Associates, 20 W. Hubbard in Chicago, informed the Board that the only conforming location would be in front of the home. He then referred to an illustration to identify the location.

Mrs. Rolighed informed the Board that Jim Stier (Village Forester) came to the property to assess the trees and the entire yard and told them that the only three specimen trees are those located to the east of the home.

Chairman Adams asked the applicant if the garage could be moved to the left and connected to the home.

Mr. McCoy also asked if the garage could be attached to the home.

Mrs. Rolighed informed the Board that the architect who designed the home is the same architect who designed the Indian Hill Country Club and that there is some significance there, even though it is not a landmark and has been modified over the years. She stated that it represented an aesthetical and architectural situation and that currently the home is very balanced in the front. Mrs. Rolighed stated that if the garage is located in another area, it would create a very heavy block feel in the front.

Chairman Adams and Ms. Johnson asked about adding a one car bay.

Mrs. Rolighed stated that they are not interested in doing a one car addition.

Mr. Rugo stated that they are fairly tight with regard to the width for the vehicles in the garage. He then identified the setback line for the Board. Mr. Rugo stated that they wanted to do what made sense in terms of the visual aspect and aesthetics although that is not within the Board's purview. He added that the trees would not be impacted with this proposal and that it would be

located on the existing driveway. Mr. Rugo stated that the addition of a bay between the home and the existing garage would not be a good option.

Ms. Johnson questioned the turning radius between garages.

Mr. Rugo described it as tight and that after measuring it, it would be the same as any one-way shopping center traffic lane.

Chairman Adams asked if there would be a parking pad.

Mr. Rugo responded that there would not.

Mrs. Rolighed identified their property line and that they considered consolidating the two lots. She stated that if they were to do that, they would have to annex the lot into the Village and that the south lot currently is not with the corporate limits.

Ms. Johnson referred to the zoning matrix and questioned the reduction in impermeable lot coverage.

Chairman Adams asked if there were any other questions.

Mr. D'Onofrio confirmed that the amount of impermeable lot coverage would be reduced since they would be removing a portion of the driveway.

Mr. Lane stated that as the Board discussed in the prior case with regard to reasonable return, he questioned whether a four car garage is necessary.

Mrs. Rolighed informed the Board that they currently have three vehicles.

Mr. Lane stated that the plight of the applicants cannot be associated with the owner, but with the property.

Mrs. Rolighed then stated that all of the other homes in the immediate area have at least four car garages as well as coach homes and pool homes. She also stated that in this area, a four car garage is expected and that they love the yard. Mrs. Rolighed stated that you would be dramatically shocked at how small the home is on the inside and that it appeared to be huge from the outside. She stated that the other homes are taller, bigger, etc. and that they plan on being in the home for a long time.

Mr. Rugo stated that the preponderance of parking spaces on neighboring properties is at least three for similar price points and that some have six.

Mrs. Rolighed commented that the way in which the home was designed is interesting.

Mr. Lane asked if the proposed location is the only place for the backup generator to be located.

Mrs. Rolighed responded yes and informed the Board that there are currently air conditioning units in the front of the home which she needed to hide. She stated that when the generator went off, it made a lot of noise and that their neighborhood seemed to lose power quite a bit. Mrs. Rolighed stated that with regard to the proposed location for the generator, they utilize all of the area outside of the home and that it is the best place for it.

Mr. Lane questioned the size of the garage.

Mr. Rugo stated that it would have the same footprint and the same windows and noted that the only difference is the added dormers.

Chairman Adams asked if there were any other comments. No additional comments were raised by the Board at this time.

Ms. Johnson stated that she would be in favor of the request and that the reasonable return issue has been addressed. She stated that this is an estate area with very large properties and that the norm is to have more than a two car garage. Ms. Johnson stated that the proposed plan would preserve green space and that they would be well below the maximum impermeable lot coverage and GFA. She commented that it is wonderful that they are preserving the home. In the Introduction, the Zoning Ordinance states that its provisions are intended to ensure the preservation of historic and architecturally significant homes and to encourage the renovation of existing homes.

Ms. Johnson stated that the applicants would be bringing the home up to today's standards. She stated that the Village considered the east side of the property the front and that is creating the problem in terms of a variance. As pointed out in the application, the proposed addition would face the backyard of the home to the east. On the north, the setback exceeds the requirement, so there would be no impact on that home's supply of light and air. And, because the southern portion of the home to the north is set at an angle, the aesthetic impact of the applicant's addition would be minimal. Ms. Johnson also stated that they would be utilizing the existing driveway which would reduce the amount of impermeable lot coverage and that if they were to locate the garage to the south, it would impact the character of the neighborhood. She stated that the hardship in this case is having 3/4 of the property considered the front yard and that a conforming location would be on the lot to the south on a non-consolidated lot, which would negatively impact the aesthetics of the neighborhood. Ms. Johnson concluded that for those reasons, she would recommend approval of the requested variation.

Mr. Lane seconded the motion. A vote was taken and the motion was unanimously passed, 5 to 0.

AYES: Adams, Hickey, Johnson, Lane, McCoy
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 17.30.050 [Front and Corner Yard Setbacks] 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 cannot yield a reasonable return if permitted to be used only under the conditions allowed by the zoning regulations. The subject property is located in an area of estate properties where the standard garage capacity is more than two cars. The proposed two car garage, along with the existing two car garage, would bring the property up to standard with other properties in the immediate area and maintain the existing architectural character of the residence and property.
2. The plight of the applicants is due to unique circumstances which are related to the property and not the applicants. The front of the residence faces north and the existing detached garage heavily encroaches the required front yard setback measured from the private road easement of Golf Lane and is located in front of the residence. The proposed garage would be located north of the existing detached garage to form a courtyard setting while minimizing the impact on trees and preserving green space.
3. The variation, if granted, will not alter the essential character of the locality. To locate the garage in a conforming location would likely increase the impermeable lot coverage and negatively impact the neighborhood by altering the existing landscape of the lot with tree removals.
4. The proposed garage will comply with the required north side yard setback and therefore not impair the supply of light and air to the adjacent 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 proposed construction is generally an improvement to the property.
7. Congestion in the public streets will not increase. The structure will continue to be used as a single-family residence and no additional bedrooms are proposed.

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

AGENDA REPORT

SUBJECT: R-23-2011 Prevailing Wage Resolution

PREPARED BY: Katherine S. Janega, Village Attorney

DATE: June 2, 2011

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

Under Sections 8 and 9 of the Act, the Village can adopt the prevailing rates in the amounts set by the Illinois Department of Labor during the month of June. Pursuant to those provisions, Resolution R-27-2010 ascertains the prevailing rate of wages for construction work in the Village of Winnetka to be the same as the rates for the Cook County area, as determined by the Department of Labor of the State of Illinois as of June 2011. The specific rates are attached to the resolution as Exhibit A.

Recommendation:

- 1) Consider adoption of Resolution R-23-2011, establishing prevailing wage rates for the Village of Winnetka.

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

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

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

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

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

SECTION 2: To the extent required by the Prevailing Wage Act, the general prevailing rate of wages in the Village of Winnetka for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as determined by the Department of Labor of the State of Illinois (the “Department”) pursuant to Sections 8 and 9 of the Prevailing Wage Act. The Department's determination is set forth in a certain document prepared by the Illinois Department of Labor and entitled “Cook County Prevailing Wage for June 2011,” a copy of which is attached to this resolution as Exhibit A and made a part hereof.

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

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

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

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

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

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

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

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

ADOPTED this 7th day of June, 2011, by the following roll call vote of the Council of the Village of Winnetka.

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Attest:

Village Clerk

Cook County Prevailing Wage for June 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	10.63	8.570	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	9.850	10.06	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN		ALL		31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	10.63	8.570	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430

SHEETMETAL WORKER	BLD		40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER	BLD		28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER	BLD		49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450
STEEL ERECTOR	ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD		35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON	BLD		39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD		40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E	ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD		39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and

electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three

Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic

Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole

and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

Other Classifications of Work:

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

LANDSCAPING

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

AGENDA REPORT

Subject: Bid Number 11-018 – Trapp Lane Roadway and Utility Improvements

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

Date: May 26, 2011

On May 26, 2011, sealed bids were opened and read aloud for the Trapp Lane Roadway and Utility Improvements, which consists of the reconstruction of Trapp Lane including the installation of curb and gutter, the construction of a new storm sewer, and water main extension.

Nine bidders responded. The following table indicates all bids that were received and read by the Village of Winnetka.

Bidder	Bid Amount - As Read	Adjusted Bid - As Calculated
Copenhaver Construction 121 Center Drive Gilberts, IL 60136	\$449,886.50	No Change
Chicagoland Paving 225 Telsler Road Lake Zurich, IL 60047	\$463,518.70	No Change
Lenny Hoffman Excavating, Inc. 3636 Lake Avenue Wilmette, IL 60091	\$468,358.00	No Change
A Lamp Concrete Contractors, Inc. 800 W. Irving Park Road Schaumburg, IL 60193	\$479,353.00	No Change
Landmark Contractors, Inc. 11916 W. Main St., P.O. Box 1104 Huntley, IL 60142	\$514,099.38	No Change
DiMeo Brothers, Inc. 720 Richard Lane Elk Grove, IL 60007	\$534,856.00	\$536,356.00
J.A. Johnson Paving Company 1025 East Addison Court Arlington Heights, IL 60005	\$584,686.50	No Change
Bolder Contractors, Inc. 440 Lake Cook Road #315 Deerfield, IL 60015	\$632,651.00	No Change
Berger Excavating Contractors, Inc. 1205 Garland Road Wauconda, IL 60084	\$648,302.27	No Change

All bids were reviewed for completeness and accuracy, and the bid tabulation is attached. The Engineer's current estimate for construction costs of \$541,938.00, and the low bid of \$449,886.50 was submitted by Copenhaver Construction of Gilberts, Illinois. Copenhaver has performed work for the Winnetka Park District and for several communities in the Chicagoland area. Upon review of their references for communities with a similar scope of work, all communities were satisfied with their work performance, their project scheduling, and their owner/resident interaction. Staff recommends awarding the Trapp Lane Roadway and Utility Improvement project to Copenhaver Construction in the amount of \$449,886.50.

Budget Information

The Trapp Lane Roadway and Utility Improvements project was established as Special Service Area No. 3, approved by Ordinance M-6-2010. Under this Ordinance, the 20 Trapp Lane homeowners will fund 50% of the cost of the proposed improvements. The remaining 50% of the costs will be paid for through account 31-20-500-900, the Trapp Lane Special Service Area No. 3. The improvements as bid include extending to the golf course the existing water main, to facilitate future looping of water mains serving the area. This work, at a cost of about \$34,000, is budgeted in the water fund and will not be assessed to the Special Service Area.

Trapp Lane's Initial Proposed Estimate of Costs for SSA #3 was as follows:

\$174,000	Drainage Improvements
<u>\$243,516</u>	Roadway Improvements
\$417,516	(Total Construction Cost)
\$63,000	Engineering Costs
<u>\$25,000</u>	Legal & Bond Costs
\$505,516	Total

Recommendation:

Consider awarding a contract to Copenhaver Construction of Gilberts, IL, for the Trapp Lane Roadway and Utility Improvement project, in the amount of \$449,886.50.

TRAPP LANE ROADWAY AND UTILITY IMPROVEMENTS

BID OPENING MAY 26, 2011 @ 11:00 a.m.
 BID TABULATION

ITEM	UNIT	TOTAL		ENGINEER'S ESTIMATE		Copenhaver Construction 121 Center Drive Gilberts, IL 60136		Chicagoland Paving Contractors, Inc. 225 Telsler Road Lake Zurich, IL 60047		Lenny Hoffman Excavating, Inc. 3636 Lake Avenue Wilmette, IL 60091		Alamp Concrete Contractors, Inc. 1900 Wright Boulevard Schaumburg, IL 60193		Landmark Contractors, Inc. 11916 W. Main St., P.O. Box 1104 Huntley, IL 60142	
		QUANTITY	UNIT PRICE	COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE
EARTH EXCAVATION AND HAUL	CU YD	1727	\$40.00	\$69,080.00	\$30.00	\$51,810.00	\$33.00	\$56,991.00	\$31.30	\$54,055.10	\$30.00	\$51,810.00	\$35.85	\$61,912.95	
HMA SURFACE REMOVAL FOR ACCESS DRIVE W/IN EASMENT	SQ YD	545	\$12.00	\$6,540.00	\$18.00	\$9,810.00	\$4.00	\$2,180.00	\$6.00	\$3,270.00	\$5.00	\$2,725.00	\$2.35	\$1,280.75	
SIDEWALK REMOVAL	SQ FT	1654	\$3.50	\$5,789.00	\$2.00	\$3,308.00	\$1.00	\$1,654.00	\$0.50	\$827.00	\$1.00	\$1,654.00	\$1.50	\$2,481.00	
DRIVEWAY PAVEMENT REMOVAL, PCC	SQ YD	22	\$14.50	\$319.00	\$18.00	\$396.00	\$10.00	\$220.00	\$9.70	\$213.40	\$10.00	\$220.00	\$28.75	\$632.50	
DRIVEWAY PAVEMENT REMOVAL, HOT-MIX ASPHALT	SQ YD	196	\$12.00	\$2,352.00	\$18.00	\$3,528.00	\$12.00	\$2,352.00	\$8.75	\$1,715.00	\$10.00	\$1,960.00	\$10.10	\$1,979.60	
BRICK/STONE PAVER DRIVEWAY REMOVE AND STOCKPILE	SQ FT	749	\$4.00	\$2,996.00	\$2.00	\$1,498.00	\$1.50	\$1,123.50	\$8.00	\$5,992.00	\$6.00	\$4,494.00	\$5.35	\$4,007.15	
GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	2825	\$2.00	\$5,650.00	\$1.50	\$4,237.50	\$1.50	\$4,237.50	\$1.30	\$3,672.50	\$1.00	\$2,825.00	\$1.60	\$4,520.00	
AGGREGATE BASE COURSE UNDER PAVEMENT AND CURB	TON	2025	\$25.00	\$50,625.00	\$18.00	\$36,450.00	\$22.50	\$45,562.50	\$22.15	\$44,853.75	\$17.50	\$35,437.50	\$27.60	\$55,890.00	
AGGREGATE BASE COURSE UNDER SIDEWALK, 3"	TON	33	\$25.00	\$825.00	\$20.00	\$660.00	\$20.00	\$660.00	\$16.00	\$528.00	\$17.50	\$577.50	\$22.00	\$726.00	
AGGREGATE FOR TEMPORARY ACCESS	TON	72	\$25.00	\$1,800.00	\$20.00	\$1,440.00	\$20.00	\$1,440.00	\$16.00	\$1,152.00	\$1.00	\$72.00	\$37.95	\$2,732.40	
HOT-MIX ASPHALT BINDER COURSE, IL-19, N50	TON	382	\$90.00	\$34,380.00	\$82.00	\$31,324.00	\$70.00	\$26,740.00	\$77.00	\$29,414.00	\$85.00	\$32,470.00	\$95.00	\$36,290.00	
HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50, MODIFIED	TON	182	\$110.00	\$20,020.00	\$85.00	\$15,470.00	\$80.00	\$14,560.00	\$122.00	\$22,204.00	\$90.00	\$16,380.00	\$105.00	\$19,110.00	
PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SQ YD	10	\$45.00	\$450.00	\$100.00	\$1,000.00	\$66.00	\$660.00	\$46.10	\$461.00	\$50.00	\$500.00	\$55.70	\$557.00	
PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	2340	\$6.50	\$15,210.00	\$4.00	\$9,360.00	\$4.75	\$11,115.00	\$4.40	\$10,296.00	\$4.00	\$9,360.00	\$5.00	\$11,700.00	
COMBINATION CONCRETE CURB AND GUTTER, M-4.12	FOOT	1535	\$18.00	\$27,630.00	\$18.00	\$27,630.00	\$16.00	\$24,560.00	\$18.45	\$28,320.75	\$15.00	\$23,025.00	\$10.75	\$16,501.25	
COMBINATION CONCRETE DEPRESSED CURB AND GUTTER	FOOT	576	\$17.00	\$9,792.00	\$18.00	\$10,368.00	\$17.00	\$9,792.00	\$16.75	\$9,648.00	\$15.00	\$8,640.00	\$11.10	\$6,393.60	
DETECTABLE WARNINGS	SQ FT	24	\$35.00	\$840.00	\$40.00	\$960.00	\$35.00	\$840.00	\$20.00	\$840.00	\$35.00	\$840.00	\$23.30	\$559.20	
PAVEMENT CONTRACTION JOINTS	FOOT	613	\$5.00	\$3,065.00	\$2.00	\$1,226.00	\$2.00	\$1,226.00	\$4.00	\$2,452.00	\$2.00	\$1,226.00	\$5.00	\$3,065.00	
MANHOLES AND OTHER UTILITY STRUCTURES TO BE ADJUSTED	EACH	11	\$450.00	\$4,950.00	\$400.00	\$4,400.00	\$390.00	\$4,290.00	\$292.00	\$3,212.00	\$325.00	\$3,575.00	\$430.00	\$4,730.00	
BITUMINOUS MATERIAL, PRIME COAT	GAL	60	\$1.50	\$90.00	\$25.00	\$1,500.00	\$4.00	\$240.00	\$4.55	\$273.00	\$1.00	\$60.00	\$2.75	\$165.00	
APPLY DUST SUPPRESSION AGENTS	TON	1.5	\$100.00	\$150.00	\$100.00	\$100.00	\$250.00	\$375.00	\$1.00	\$1.50	\$500.00	\$750.00	\$3,295.00	\$4,942.50	
THERMOPLASTIC PAVEMENT MARKING, LINE, 24" WHITE	FOOT	11	\$10.00	\$110.00	\$40.00	\$440.00	\$77.75	\$855.25	\$109.00	\$1,199.00	\$100.00	\$1,100.00	\$62.65	\$689.15	
THERMOPLASTIC PAVEMENT MARKING, LINE, 6" WHITE	FOOT	83	\$10.00	\$830.00	\$10.00	\$830.00	\$27.75	\$2,303.25	\$28.00	\$2,324.00	\$25.00	\$2,075.00	\$15.66	\$1,299.78	
STORM SEWER REMOVAL (OUTSIDE EXCAV. AREA)	FOOT	230	\$40.00	\$9,200.00	\$18.00	\$4,140.00	\$19.80	\$4,554.00	\$5.00	\$1,150.00	\$20.00	\$4,600.00	\$23.10	\$5,313.00	
MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6	\$3,500.00	\$21,000.00	\$2,800.00	\$16,800.00	\$2,965.00	\$17,790.00	\$1,939.00	\$11,634.00	\$2,250.00	\$13,500.00	\$2,644.30	\$15,865.80	
INLETS, TYPE A, 2' DIAMETER, TYPE 8 GRATE	EACH	8	\$1,200.00	\$9,600.00	\$900.00	\$7,200.00	\$885.00	\$7,080.00	\$903.00	\$7,224.00	\$1,150.00	\$9,200.00	\$1,305.00	\$10,440.00	
CATCH BASINS, TYPE A, 4' DIAMETER	EACH	5	\$2,500.00	\$12,500.00	\$2,800.00	\$14,000.00	\$3,070.00	\$15,350.00	\$1,852.00	\$9,260.00	\$1,950.00	\$9,750.00	\$3,115.55	\$15,577.75	
CATCH BASINS, TYPE C, 2' DIAMETER	EACH	6	\$1,500.00	\$9,000.00	\$900.00	\$5,400.00	\$1,040.00	\$6,240.00	\$1,045.00	\$6,270.00	\$1,650.00	\$9,900.00	\$1,380.90	\$8,285.40	
STORM SEWERS, PVC SDR-18, C-900, 18"	FOOT	446	\$85.00	\$37,910.00	\$58.00	\$25,868.00	\$86.50	\$38,579.00	\$80.00	\$35,680.00	\$80.00	\$35,680.00	\$76.00	\$33,896.00	
STORM SEWERS, TYPE 2, RCP CLASS III, 18"	FOOT	782	\$65.00	\$50,830.00	\$44.00	\$34,408.00	\$74.90	\$58,571.80	\$49.00	\$38,318.00	\$75.00	\$58,650.00	\$71.55	\$55,952.10	
STORM SEWERS, PVC SDR 26, 10"	FOOT	83	\$60.00	\$4,980.00	\$48.00	\$3,984.00	\$57.20	\$4,747.60	\$50.00	\$4,150.00	\$50.00	\$4,150.00	\$52.25	\$4,336.75	
STORM SEWERS, PVC SDR 21, 10"	FOOT	41	\$65.00	\$2,665.00	\$48.00	\$1,968.00	\$55.20	\$2,263.20	\$52.00	\$2,132.00	\$55.00	\$2,255.00	\$53.40	\$2,189.40	
STORM SEWERS, PVC SDR 26, 8"	FOOT	8	\$50.00	\$400.00	\$85.00	\$680.00	\$50.00	\$400.00	\$44.00	\$352.00	\$45.00	\$360.00	\$47.00	\$376.00	
STORM SEWERS, PVC SDR 21, 6"	FOOT	23	\$45.00	\$1,035.00	\$60.00	\$1,380.00	\$49.00	\$1,127.00	\$41.00	\$943.00	\$40.00	\$920.00	\$51.90	\$1,193.70	
PIPE UNDERDRAINS, 4" (SPECIAL)	FOOT	200	\$35.00	\$7,000.00	\$12.00	\$2,400.00	\$21.85	\$4,370.00	\$17.00	\$3,400.00	\$20.00	\$4,000.00	\$28.10	\$5,620.00	
STORM SEWER SERVICE STUBS, 6" PVC SDR 26	FOOT	195	\$40.00	\$7,800.00	\$36.00	\$7,020.00	\$36.40	\$7,098.00	\$40.00	\$7,800.00	\$28.00	\$5,460.00	\$40.10	\$7,819.50	
STORM SEWER SERVICE STUBS, 6" PVC SDR 21	FOOT	241	\$45.00	\$10,845.00	\$39.00	\$9,399.00	\$38.50	\$9,278.50	\$43.00	\$10,363.00	\$30.00	\$7,230.00	\$41.15	\$9,917.15	
VALVE VAULT, 4' DIAMETER	EACH	2	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00	\$3,640.00	\$7,280.00	\$2,394.00	\$4,788.00	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00	
PRESSURE CONNECTION WITH VALVE	EACH	1	\$2,500.00	\$2,500.00	\$2,100.00	\$2,100.00	\$5,515.00	\$5,515.00	\$6,587.00	\$6,587.00	\$4,500.00	\$4,500.00	\$5,300.00	\$5,300.00	
WATER MAIN, DUCTILE IRON, CLASS 55, 8"	FOOT	187	\$55.00	\$10,285.00	\$75.00	\$14,025.00	\$110.00	\$20,570.00	\$84.00	\$15,708.00	\$85.00	\$15,895.00	\$105.00	\$19,635.00	
WATER SERVICE LINE, 1 1/2" REMOVE AND REPLACE	FOOT	29	\$35.00	\$1,015.00	\$120.00	\$3,480.00	\$128.00	\$3,712.00	\$64.00	\$1,856.00	\$50.00	\$1,450.00	\$123.00	\$3,567.00	
WATER SERVICE LINE, 2" REMOVE AND REPLACE	FOOT	12	\$45.00	\$540.00	\$100.00	\$1,200.00	\$182.00	\$2,184.00	\$160.00	\$1,920.00	\$55.00	\$660.00	\$175.00	\$2,100.00	
TRENCH BACKFILL	FOOT	1456	\$35.00	\$50,960.00	\$17.00	\$24,752.00	\$15.60	\$22,713.60	\$10.00	\$14,560.00	\$20.00	\$29,120.00	\$20.00	\$29,120.00	
WATER MAIN LEAK TESTING, DISINFECTION AND SAMPLING	LSUM	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,875.00	\$1,875.00	\$1,441.00	\$1,441.00	\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00	
UTILITY EXPLORATION	LSUM	1	\$1,100.00	\$1,100.00	\$3,000.00	\$3,000.00	\$3,020.00	\$3,020.00	\$1,328.00	\$1,328.00	\$5,000.00	\$5,000.00	\$2,900.00	\$2,900.00	
COIR WATTLES FOR SEDIMENT CONTROL	EACH	24	\$100.00	\$2,400.00	\$80.00	\$1,920.00	\$90.00	\$2,160.00	\$165.00	\$3,960.00	\$15.00	\$360.00	\$300.00	\$7,200.00	
TRAFFIC CONTROL AND PROTECTION STANDARD	LSUM	1	\$5,000.00	\$5,000.00	\$35,000.00	\$35,000.00	\$1.00	\$1.00	\$45,940.00	\$45,940.00	\$42,500.00	\$42,500.00	\$11,500.00	\$11,500.00	
TOP SOIL FURNISH AND PLACE	CU YD	27	\$40.00	\$1,080.00	\$40.00	\$1,080.00	\$25.00	\$675.00	\$60.00	\$1,620.00	\$1.00	\$27.00	\$60.00	\$1,620.00	
SODDING	SQ YD	341	\$10.00	\$3,410.00	\$7.00	\$2,387.00	\$7.00	\$2,387.00	\$10.00	\$3,410.00	\$10.00	\$3,410.00	\$10.00	\$3,410.00	
TOTAL COST (AS CALCULATED)				\$538,548.00		\$449,886.50		\$463,518.70		\$468,358.00		\$479,353.00		\$514,099.38	
TOTAL COST (AS READ)						449,886.50		463,518.70		468,358.00		479,353.00		514,099.38	

TRAPP LANE ROADWAY AND UTILITY IMPROVEMENTS

BID OPENING MAY 26, 2011 @ 11:00 a.m.
 BID TABULATION

			DiMeo Brothers, Inc. 720 Richard Lane Elk Grove, IL 60007		Johnson Paving 1025 East Addison Court Arlington Heights, IL 60005		Bolder Contractors, Inc. 440 Lake Cook Road #315 Deerfield, IL 60015		Berger Excavating Contractors, Inc. 1205 Garland Road Wauconda, IL 60084		
ITEM	UNIT	TOTAL		UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
		QUANTITY									
EARTH EXCAVATION AND HAUL	CU YD	1727		\$35.00	\$60,445.00	\$47.00	\$81,169.00	\$32.00	\$55,264.00	\$42.00	\$72,534.00
HMA SURFACE REMOVAL FOR ACCESS DRIVE W/IN EASMENT	SQ YD	545		\$16.00	\$8,720.00	\$9.50	\$5,177.50	\$8.00	\$4,360.00	\$10.15	\$5,531.75
SIDEWALK REMOVAL	SQ FT	1654		\$2.50	\$4,135.00	\$1.00	\$1,654.00	\$2.00	\$3,308.00	\$1.35	\$2,232.90
DRIVEWAY PAVEMENT REMOVAL, PCC	SQ YD	22		\$35.00	\$770.00	\$18.00	\$396.00	\$15.00	\$330.00	\$15.00	\$330.00
DRIVEWAY PAVEMENT REMOVAL, HOT-MIX ASPHALT	SQ YD	196		\$12.00	\$2,352.00	\$11.00	\$2,156.00	\$15.00	\$2,940.00	\$12.00	\$2,352.00
BRICK/STONE PAVER DRIVEWAY REMOVE AND STOCKPILE	SQ FT	749		\$5.00	\$3,745.00	\$5.00	\$3,745.00	\$6.00	\$4,494.00	\$12.00	\$8,988.00
GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	2825		\$2.00	\$5,650.00	\$1.50	\$4,237.50	\$2.00	\$5,650.00	\$2.00	\$5,650.00
AGGREGATE BASE COURSE UNDER PAVEMENT AND CURB	TON	2025		\$26.00	\$52,650.00	\$28.00	\$56,700.00	\$25.00	\$50,625.00	\$34.00	\$68,850.00
AGGREGATE BASE COURSE UNDER SIDEWALK, 3"	TON	33		\$30.00	\$990.00	\$20.00	\$660.00	\$30.00	\$990.00	\$40.00	\$1,320.00
AGGREGATE FOR TEMPORARY ACCESS	TON	72		\$30.00	\$2,160.00	\$30.00	\$2,160.00	\$25.00	\$1,800.00	\$22.00	\$1,584.00
HOT-MIX ASPHALT BINDER COURSE, IL-19, N50	TON	382		\$96.00	\$36,672.00	\$78.00	\$29,796.00	\$80.00	\$30,560.00	\$80.00	\$30,560.00
HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50, MODIFIED	TON	182		\$155.00	\$28,210.00	\$106.00	\$19,292.00	\$150.00	\$27,300.00	\$120.00	\$21,840.00
PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SQ YD	10		\$100.00	\$1,000.00	\$81.00	\$810.00	\$80.00	\$800.00	\$45.00	\$450.00
PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	2340		\$6.50	\$15,210.00	\$6.00	\$14,040.00	\$5.00	\$11,700.00	\$5.25	\$12,285.00
COMBINATION CONCRETE CURB AND GUTTER, M-4.12	FOOT	1535		\$17.00	\$26,095.00	\$20.00	\$30,700.00	\$18.00	\$27,630.00	\$12.50	\$19,187.50
COMBINATION CONCRETE DEPRESSED CURB AND GUTTER	FOOT	576		\$20.00	\$11,520.00	\$20.00	\$11,520.00	\$18.00	\$10,368.00	\$12.50	\$7,200.00
DETECTABLE WARNINGS	SQ FT	24		\$40.00	\$960.00	\$30.00	\$720.00	\$40.00	\$960.00	\$19.90	\$477.60
PAVEMENT CONTRACTION JOINTS	FOOT	613		\$7.00	\$4,291.00	\$4.00	\$2,452.00	\$5.00	\$3,065.00	\$5.00	\$3,065.00
MANHOLES AND OTHER UTILITY STRUCTURES TO BE ADJUSTED	EACH	11		\$300.00	\$3,300.00	\$375.00	\$4,125.00	\$400.00	\$4,400.00	\$550.00	\$6,050.00
BITUMINOUS MATERIAL, PRIME COAT	GAL	60		\$10.00	\$600.00	\$12.00	\$720.00	\$1.00	\$60.00	\$12.00	\$720.00
APPLY DUST SUPPRESSION AGENTS	TON	1.5		\$1,000.00	\$1,500.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,250.00	\$500.00	\$750.00
THERMOPLASTIC PAVEMENT MARKING, LINE, 24" WHITE	FOOT	11		\$50.00	\$550.00	\$77.00	\$847.00	\$100.00	\$1,100.00	\$30.00	\$330.00
THERMOPLASTIC PAVEMENT MARKING, LINE, 6" WHITE	FOOT	83		\$10.00	\$830.00	\$28.00	\$2,324.00	\$20.00	\$1,660.00	\$25.00	\$2,075.00
STORM SEWER REMOVAL (OUTSIDE EXCAV. AREA)	FOOT	230		\$12.00	\$2,760.00	\$22.00	\$5,060.00	\$15.00	\$3,450.00	\$18.00	\$4,140.00
MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6		\$3,500.00	\$21,000.00	\$2,950.00	\$17,700.00	\$2,500.00	\$15,000.00	\$2,000.00	\$12,000.00
INLETS, TYPE A, 2' DIAMETER, TYPE 8 GRATE	EACH	8		\$900.00	\$7,200.00	\$875.00	\$7,000.00	\$1,500.00	\$12,000.00	\$1,300.00	\$10,400.00
CATCH BASINS, TYPE A, 4' DIAMETER	EACH	5		\$3,500.00	\$17,500.00	\$3,150.00	\$15,750.00	\$2,500.00	\$12,500.00	\$2,100.00	\$10,500.00
CATCH BASINS, TYPE C, 2' DIAMETER	EACH	6		\$1,400.00	\$8,400.00	\$1,100.00	\$6,600.00	\$1,500.00	\$9,000.00	\$937.42	\$5,624.52
STORM SEWERS, PVC SDR-18, C-900, 18"	FOOT	446		\$88.00	\$39,248.00	\$85.00	\$37,910.00	\$95.00	\$42,370.00	\$128.00	\$57,088.00
STORM SEWERS, TYPE 2, RCP CLASS III, 18"	FOOT	782		\$50.00	\$39,100.00	\$74.00	\$57,868.00	\$85.00	\$66,470.00	\$90.00	\$70,380.00
STORM SEWERS, PVC SDR 26, 10"	FOOT	83		\$40.00	\$3,320.00	\$58.00	\$4,814.00	\$80.00	\$6,640.00	\$70.00	\$5,810.00
STORM SEWERS, PVC SDR 21, 10"	FOOT	41		\$44.00	\$1,804.00	\$59.00	\$2,419.00	\$80.00	\$3,280.00	\$72.00	\$2,952.00
STORM SEWERS, PVC SDR 26, 8"	FOOT	8		\$35.00	\$280.00	\$48.00	\$384.00	\$75.00	\$600.00	\$98.00	\$784.00
STORM SEWERS, PVC SDR 21, 6"	FOOT	23		\$40.00	\$920.00	\$47.00	\$1,081.00	\$70.00	\$1,610.00	\$68.00	\$1,564.00
PIPE UNDERDRAINS, 4" (SPECIAL)	FOOT	200		\$22.00	\$4,400.00	\$25.00	\$5,000.00	\$40.00	\$8,000.00	\$20.00	\$4,000.00
STORM SEWER SERVICE STUBS, 6" PVC SDR 26	FOOT	195		\$32.00	\$6,240.00	\$36.00	\$7,020.00	\$60.00	\$11,700.00	\$55.00	\$10,725.00
STORM SEWER SERVICE STUBS, 6" PVC SDR 21	FOOT	241		\$38.00	\$9,158.00	\$39.00	\$9,399.00	\$60.00	\$14,460.00	\$57.00	\$13,737.00
VALVE VAULT, 4' DIAMETER	EACH	2		\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00	\$2,500.00	\$5,000.00	\$2,900.00	\$5,800.00
PRESSURE CONNECTION WITH VALVE	EACH	1		\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
WATER MAIN, DUCTILE IRON, CLASS 55, 8"	FOOT	187		\$90.00	\$16,830.00	\$108.00	\$20,196.00	\$90.00	\$16,830.00	\$95.00	\$17,765.00
WATER SERVICE LINE, 1 1/2" REMOVE AND REPLACE	FOOT	29		\$60.00	\$1,740.00	\$125.00	\$3,625.00	\$95.00	\$2,755.00	\$85.00	\$2,465.00
WATER SERVICE LINE, 2" REMOVE AND REPLACE	FOOT	12		\$158.00	\$1,896.00	\$175.00	\$2,100.00	\$130.00	\$1,560.00	\$120.00	\$1,440.00
TRENCH BACKFILL	FOOT	1456		\$22.00	\$32,032.00	\$15.00	\$21,840.00	\$40.00	\$58,240.00	\$50.00	\$72,800.00
WATER MAIN LEAK TESTING, DISINFECTION AND SAMPLING	LSUM	1		\$1,500.00	\$1,500.00	\$1,950.00	\$1,950.00	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00
UTILITY EXPLORATION	LSUM	1		\$5,000.00	\$5,000.00	\$2,900.00	\$2,900.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00
COIR WATTLES FOR SEDIMENT CONTROL	EACH	24		\$125.00	\$3,000.00	\$120.00	\$2,880.00	\$100.00	\$2,400.00	\$125.00	\$3,000.00
TRAFFIC CONTROL AND PROTECTION STANDARD	LSUM	1		\$28,000.00	\$28,000.00	\$58,000.00	\$58,000.00	\$72,000.00	\$72,000.00	\$40,000.00	\$40,000.00
TOP SOIL FURNISH AND PLACE	CU YD	27		\$35.00	\$945.00	\$33.00	\$891.00	\$40.00	\$1,080.00	\$50.00	\$1,350.00
SODDING	SQ YD	341		\$8.00	\$2,728.00	\$8.50	\$2,898.50	\$12.00	\$4,092.00	\$15.00	\$5,115.00
TOTAL COST (AS CALCULATED)			ENGINEER'S ESTIM.		\$536,356.00		\$584,686.50		\$632,651.00		\$648,302.27
TOTAL COST (AS READ)					\$534,856.00		\$584,686.50		\$632,651.00		\$648,302.27

AGENDA REPORT

Subject: Transformer Bid, Bid Number 11-008

Prepared by: Brian Keys, Director Water & Electric

Ref: February 15, 2011 Budget Presentation

Date: June 1, 2011

The Water & Electric Department issued Bid Number 11-008 for the purchase and delivery of pad mount transformers through March 31, 2012.

Bids were received from four bidders and included both single and three phase pad mount transformers. Bidders were informed that the bid may be awarded for single phase, three phase, or both types of pad mount transformers.

Transformers are purchased based on the results of a life cycle cost basis. Inherent to the transformer's design are electrical losses. The cost of these losses is added to the purchase cost of the transformer to arrive at an evaluated life cycle cost. As such, it is possible for a transformer to have a low material cost with high losses to be the highest evaluated cost. Conversely, a transformer with a high material cost, but with very low losses can be the lowest evaluated cost.

Based on the bid evaluation quantities, the results of the bids have been summarized as follows:

Single Phase Pad Mount Transformers

Bidder (Manufacturer)	Material Cost	Loss Evaluation	Life Cycle Cost	Pricing Held Until
Resco (Ermco)	\$48,449.00	\$64,391.09	\$112,840.09	6/30/11
Border States (Cooper)	\$45,190.00	\$69,985.62	\$115,175.62	3/31/12
HD Supply (Cooper)	\$45,716.02	\$69,985.62	\$115,701.64	3/31/12

Three Phase Pad Mount Transformers

Bidder (Manufacturer)	Material Cost	Loss Evaluation	Life Cycle Cost	Pricing Held Until
Resco (Ermco)	\$57,339.00	\$47,353.60	\$104,692.60	6/30/11
Border States (Cooper)	\$62,176.00	\$53,257.96	\$115,433.96	3/31/12
HD Supply (Cooper)	\$62,913.81	\$53,257.96	\$116,171.77	3/31/12

The bid submitted by Resco (Ermco) contains firm pricing through June 30, 2011. Units purchased after this time period may be subject to escalation. If additional units are required after June 30th, Resco would be recommended as the supplier provided the same unit prices were held. In the event that Resco elected not to extend the same unit prices, the transformers would be re-bid.

The bid submitted by Wesco (ABB) did not include pricing for transformers filled with FR3 insulating fluid instead of mineral oil. These transformers will be installed within vaults and the insulating fluid is non-flammable. As such, staff is recommending that the single phase and three phase transformer purchases be awarded to RESCO (Ermco). Additional bid detail by bidder has been included in the attached Exhibit A.

At this time, staff is requesting authorization to proceed with ordering the following units:

<i>Single Phase:</i>	<i>Three Phase</i>
Quantity of (5): 100 kVA	Quantity of (3): 75kVA
<u>Quantity of (4): 167 kVA FR3</u>	Quantity of (1): 75 kVA FR3
Total Cost: \$34,027.00	Quantity of (1): 75 kVA Dual
	<u>Quantity of (1): 500 kVA Dual</u>
	Total Cost: \$49,441.00

The FY2011-12 Budget contains \$132,000 (account #50-47-640-212) for the purchase of transformers. If the additional project requirements are identified, staff will request approval to order additional transformers from the Council.

Recommendation:

Consider authorizing the Village Manager to execute a purchase order to Resco at the unit prices bid for Ermco single phase and three phase transformers in an amount not to exceed \$83,468.00.

EXHIBIT 'A'

<u>KVA Size</u>	<u>Bid Evaluation Quantity</u>	<u>RESCO Ermco Total Cost</u>	<u>HD Supply Cooper Total Cost</u>	<u>WESCO ABB Total Cost</u>	<u>Border States Cooper Total Cost</u>
I. for single phase, pad mount transformers, primary voltage - 7200v, secondary voltage 120/240v					
50	0				
75	3	<u>\$17,369.70</u>	<u>\$18,285.48</u>	<u>\$15,797.76</u>	<u>\$18,205.56</u>
100	7	<u>\$49,763.07</u>	<u>\$52,018.40</u>	<u>\$44,348.64</u>	<u>\$51,801.82</u>
167	0				
167	4	<u>\$45,707.32</u>	<u>\$45,397.76</u>	<u>#VALUE!</u>	<u>\$45,168.24</u>
II. for single phase, pad mount transformers, primary voltage - 7200v x 2400v, secondary voltage 120/240v					
50	0				
75	0				
100	0				
167	0				
Subtotal for Group I & II		<u>\$112,840.09</u>	<u>\$115,701.64</u>	<u>#VALUE!</u>	<u>\$115,175.62</u>
III. for three phase, pad mount transformers, primary voltage - 12,470v/7200v delta, secondary voltage 208Wye/120v					
75	3	<u>\$31,437.21</u>	<u>\$36,097.29</u>	<u>\$28,135.50</u>	<u>\$35,889.42</u>
75	1	<u>\$11,976.07</u>	<u>\$12,607.77</u>	<u>#VALUE!</u>	<u>\$12,513.69</u>
150	1	<u>\$14,510.46</u>	<u>\$16,636.26</u>	<u>\$12,770.87</u>	<u>\$16,518.48</u>
300	0				
500	0				
IV. for three phase, pad mount transformers, primary voltage - 12,470v/7200v delta, secondary voltage 480Wye/277v					
75	0				
150	0				
300	0				
500	0				
750	0				
1000	0				
1500	0				
V. for three phase, pad mount transformers, primary voltage - 12,470v/7200v X 4160v/2400v delta, secondary voltage 208Wye/120v					
75	1	<u>\$10,938.02</u>	<u>\$13,241.65</u>	<u>\$10,643.62</u>	<u>\$13,129.62</u>
150	0				
300	0				
500	0				
VI. for three phase, pad mount transformers, primary voltage - 12,470v/7200v X 4160v/2400v delta, secondary voltage 480Wye/277v					
75	0				
150	0				
300	0				
500	0				
500	1	<u>\$35,830.84</u>	<u>\$37,588.80</u>	<u>\$29,033.22</u>	<u>\$37,382.75</u>
750	0				
1000	0				
1500	0				
Subtotal for Groups III to VI		<u>\$104,692.60</u>	<u>\$116,171.77</u>	<u>#VALUE!</u>	<u>\$115,433.96</u>
Total for Groups I to VI		<u>\$217,532.69</u>	<u>\$231,873.41</u>	<u>#VALUE!</u>	<u>\$230,609.58</u>

EXHIBIT 'A'

KVA Size	Bid Evaluation Quantity (Note 5)	Cost for Each Transformer	Alternate Cost for FR3 Filled Transformer	No Load Losses	No Load Losses @ \$12.49	Full Load Losses	Load Losses @ \$2.67	Subtotal for Each Transformer	Total Cost	Unit Cost			Cost		
										Material	Losses	Life Cycle	Material	Losses	Life Cycle
										B x H					
I. for single phase, pad mount transformers, primary voltage - 7200v, secondary voltage 120/240v															
50	0	\$1,980.00		86	\$1,074.14	476	\$1,270.92	\$4,325.06							
75	3	\$2,712.00		128	\$1,598.72	554	\$1,479.18	\$5,789.90	\$17,369.70	\$2,712.00	\$3,077.90	\$5,789.90	\$8,136.00	\$9,233.70	\$17,369.70
100	7	\$3,143.00		154	\$1,923.46	765	\$2,042.55	\$7,109.01	\$49,763.07	\$3,143.00	\$3,966.01	\$7,109.01	\$22,001.00	\$27,762.07	\$49,763.07
167	0	\$3,562.00		270	\$3,372.30	1,421	\$3,794.07	\$10,728.37							
167	4		\$4,578.00	217	\$2,710.33	1,550	\$4,138.50	\$11,426.83	\$45,707.32	\$4,578.00	\$6,848.83	\$11,426.83	\$18,312.00	\$27,395.32	\$45,707.32
II. for single phase, pad mount transformers, primary voltage - 7200v x 2400v, secondary voltage 120/240v															
50	0	\$2,085.00		76	\$949.24	557	\$1,487.19	\$4,521.43							
75	0	\$2,661.00		119	\$1,486.31	686	\$1,831.62	\$5,978.93							
100	0	\$3,255.00		154	\$1,923.46	800	\$2,136.00	\$7,314.46							
167	0	\$4,700.00		235	\$2,935.15	1317	\$3,516.39	\$11,151.54							
Subtotal for Group I & II.									\$112,840.09			\$48,449.00	\$64,391.09	\$112,840.09	
III. for three phase, pad mount transformers, primary voltage - 12,470v/7200v delta, secondary voltage 208Wye/120v															
75	3	\$6,279.00		124	\$1,548.76	993	\$2,651.31	\$10,479.07	\$31,437.21	\$6,279.00	\$4,200.07	\$10,479.07	\$18,837.00	\$12,600.21	\$31,437.21
75 FR	1		\$7,776.00	124	\$1,548.76	993	\$2,651.31	\$11,976.07	\$11,976.07	\$7,776.00	\$4,200.07	\$11,976.07	\$7,776.00	\$4,200.07	\$11,976.07
150	1	\$7,898.00		259	\$3,234.91	1265	\$3,377.55	\$14,510.46	\$14,510.46	\$7,898.00	\$6,612.46	\$14,510.46	\$7,898.00	\$6,612.46	\$14,510.46
300	0	\$9,930.00		346	\$4,321.54	3124	\$8,341.08	\$22,592.62							
500	0	\$15,656.00		376	\$4,696.24	5655	\$15,098.85	\$35,451.09							
IV. for three phase, pad mount transformers, primary voltage - 12,470v/7200v delta, secondary voltage 480Wye/277v															
75	0	\$6,440.00		158	\$1,973.42	667	\$1,780.89	\$10,194.31							
150	0	\$7,645.00		190	\$2,373.10	1866	\$4,982.22	\$15,000.32							
300	0	\$9,433.00		319	\$3,984.31	3265	\$8,717.55	\$22,134.86							
500	0	\$12,552.00		620	\$7,743.80	3148	\$8,405.16	\$28,700.96							
750	0	\$14,966.00		779	\$9,729.71	5769	\$15,403.23	\$40,098.94							
1000	0	\$18,848.00		1113	\$13,901.37	6197	\$16,545.99	\$49,295.36							
1500	0	\$23,900.00		1572	\$19,634.28	8678	\$23,170.26	\$66,704.54							
V. for three phase, pad mount transformers, primary voltage - 12,470v/7200v X 4160v/2400v delta, secondary voltage 208Wye/120v															
75	1	\$6,480.00		119	\$1,486.31	1113	\$2,971.71	\$10,938.02	\$10,938.02	\$6,480.00	\$4,458.02	\$10,938.02	\$6,480.00	\$4,458.02	\$10,938.02
150	0	\$8,910.00		183	\$2,285.67	1783	\$4,760.61	\$15,956.28							
300	0	\$13,019.00		320	\$3,996.80	2861	\$7,638.87	\$24,654.67							
500	0	\$16,008.00		637	\$7,956.13	3849	\$10,276.83	\$34,240.96							
VI. for three phase, pad mount transformers, primary voltage - 12,470v/7200v X 4160v/2400v delta, secondary voltage 480Wye/277v															
75	0	\$6,492.00		118	\$1,473.82	1098	\$2,931.66	\$10,897.48							
150	0	\$8,015.00		186	\$2,323.14	1957	\$5,225.19	\$15,563.33							
300	0	\$10,590.00		304	\$3,796.96	3171	\$8,466.57	\$22,853.53							
500	0	\$15,803.00		351	\$4,383.99	5655	\$15,098.85	\$35,285.84							
500	1	\$16,348.00		351	\$4,383.99	5655	\$15,098.85	\$35,830.84	\$35,830.84	\$16,348.00	\$19,482.84	\$35,830.84	\$16,348.00	\$19,482.84	\$35,830.84
750	0	\$17,456.00		875	\$10,928.75	4760	\$12,709.20	\$41,093.95							
1000	0	\$19,524.00		1070	\$13,364.30	6345	\$16,941.15	\$49,829.45							
1500	0	\$26,019.00		1487	\$18,572.63	8993	\$24,011.31	\$68,602.94							
Subtotal for Groups III to VI									\$104,692.60			\$57,339.00	\$47,353.60	\$104,692.60	
Total for Groups I to VI									\$217,532.69			\$105,788.00	\$111,744.69	\$217,532.69	

EXHIBIT 'A'

Bidder Name WESCO (ABB)

KVA Size	Bid Evaluation Quantity (Note 5)	Cost for Each Transformer	Alternate Cost for FR3 Filled Transformer	No Load Losses	No Load Losses @ \$12.49	Full Load Losses	Load Losses @ \$2.67	Subtotal for Each Transformer C + E + G	Total Cost B x H	Unit Cost			Cost			
										Material	Losses	Life Cycle	Material	Losses	Life Cycle	
I. for single phase, pad mount transformers, primary voltage - 7200v, secondary voltage 120/240v																
50	0	\$2,458.00		33	\$412.17	505	\$1,348.35	\$4,218.52								
75	3	\$2,898.00		47	\$587.03	667	\$1,780.89	\$5,265.92	\$15,797.76	\$2,898.00	\$2,367.92	\$5,265.92	\$8,694.00	\$7,103.76	\$15,797.76	
100	7	\$3,436.00		56	\$699.44	824	\$2,200.08	\$6,335.52	\$44,348.64	\$3,436.00	\$2,899.52	\$6,335.52	\$24,052.00	\$20,296.64	\$44,348.64	
167	0	\$4,531.00		83	\$1,036.67	1,236	\$3,300.12	\$8,867.79								
167	4							#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!	
II. for single phase, pad mount transformers, primary voltage - 7200v x 2400v, secondary voltage 120/240v																
50	0	\$2,649.00		32	\$399.68	639	\$1,706.13	\$4,754.81								
75	0	\$3,224.00		47	\$587.03	779	\$2,079.93	\$5,890.96								
100	0	\$3,704.00		57	\$711.93	995	\$2,656.65	\$7,072.58								
167	0	\$4,804.00		83	\$1,036.67	1,434	\$3,828.78	\$9,669.45								
Subtotal for Group I & II.									#VALUE!				\$32,746.00	#VALUE!	#VALUE!	
III. for three phase, pad mount transformers, primary voltage - 12,470v/7200v delta, secondary voltage 208Wye/120v																
75	3	\$7,040.00		75	\$936.75	525	\$1,401.75	\$9,378.50	\$28,135.50	\$7,040.00	\$2,338.50	\$9,378.50	\$21,120.00	\$7,015.50	\$28,135.50	
75 FR	1							#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!	
150	1	\$8,299.00		106	\$1,323.94	1,179	\$3,147.93	\$12,770.87	\$12,770.87	\$8,299.00	\$4,471.87	\$12,770.87	\$8,299.00	\$4,471.87	\$12,770.87	
300	0	\$10,514.00		155	\$1,935.95	2,587	\$6,907.29	\$19,357.24								
500	0	\$12,876.00		288	\$3,597.12	3,048	\$8,138.16	\$24,611.28								
IV. for three phase, pad mount transformers, primary voltage - 12,470v/7200v delta, secondary voltage 480Wye/277v																
75	0	\$7,011.00		76	\$949.24	545	\$1,455.15	\$9,415.39								
150	0	\$8,127.00		119	\$1,486.31	1,070	\$2,856.90	\$12,470.21								
300	0	\$10,426.00		156	\$1,948.44	2,416	\$6,450.72	\$18,825.16								
500	0	\$15,855.00		345	\$4,309.05	2,018	\$5,388.06	\$25,552.11								
750	0	\$17,367.00		375	\$4,683.75	4,197	\$11,205.99	\$33,256.74								
1000	0	\$18,633.00		426	\$5,320.74	6,294	\$16,804.98	\$40,758.72								
1500	0	\$22,780.00		595	\$7,431.55	8,949	\$23,893.83	\$54,105.38								
V. for three phase, pad mount transformers, primary voltage - 12,470v/7200v X 4160v/2400v delta, secondary voltage 208Wye/120v																
75	1	\$8,168.00		77	\$961.73	567	\$1,513.89	\$10,643.62	\$10,643.62	\$8,168.00	\$2,475.62	\$10,643.62	\$8,168.00	\$2,475.62	\$10,643.62	
150	0	\$9,443.00		124	\$1,548.76	1,409	\$3,762.03	\$14,753.79								
300	0	\$14,453.00		280	\$3,497.20	1,664	\$4,442.88	\$22,393.08								
500	0	\$17,855.00		366	\$4,571.34	2,685	\$7,168.95	\$29,595.29								
VI. for three phase, pad mount transformers, primary voltage - 12,470v/7200v X 4160v/2400v delta, secondary voltage 480Wye/277v																
75	0	\$8,115.00		101	\$1,261.49	585	\$1,561.95	\$10,938.44								
150	0	\$10,461.00		161	\$2,010.89	735	\$1,962.45	\$14,434.34								
300	0	\$14,289.00		206	\$2,572.94	1,811	\$4,835.37	\$21,697.31								
500	0	\$17,421.00		324	\$4,046.76	2,538	\$6,776.46	\$28,244.22								
500	1	\$18,210.00		324	\$4,046.76	2,538	\$6,776.46	\$29,033.22	\$29,033.22	\$18,210.00	\$10,823.22	\$29,033.22	\$18,210.00	\$10,823.22	\$29,033.22	
750	0	\$18,572.00		345	\$4,309.05	5,801	\$15,488.67	\$38,369.72								
1000	0	\$21,192.00		420	\$5,245.80	8,293	\$22,142.31	\$48,580.11								
1500	0	\$24,957.00		601	\$7,506.49	12,724	\$33,973.08	\$66,436.57								
Subtotal for Groups III to VI									#VALUE!				\$55,797.00	#VALUE!	#VALUE!	
Total for Groups I to VI									#VALUE!				\$88,543.00	#VALUE!	#VALUE!	

EXHIBIT 'A'

Bidder Name Border States (Cooper)

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer (Note 5)	Alternate Cost for FR3 Filled Transformer	No Load Losses	No Load Losses @ \$12.49	Full Load Losses	Load Losses @ \$2.67	Subtotal for Each Transformer	Total Cost B x H	Unit Cost			Cost			
										Material	Losses	Life Cycle	Material	Losses	Life Cycle	
I. for single phase, pad mount transformers, primary voltage - 7200v, secondary voltage 120/240v																
50	0	\$2,309.00		92	\$1,149.08	564	\$1,505.88	\$4,963.96								
75	3	\$2,443.00		137	\$1,711.13	717	\$1,914.39	\$6,068.52	\$18,205.56	\$2,443.00	\$3,625.52	\$6,068.52	\$7,329.00	\$10,876.56	\$18,205.56	
100	7	\$2,875.00		165	\$2,060.85	923	\$2,464.41	\$7,400.26	\$51,801.82	\$2,875.00	\$4,525.26	\$7,400.26	\$20,125.00	\$31,676.82	\$51,801.82	
167	0	\$3,914.00		216	\$2,697.84	1,578	\$4,213.26	\$10,825.10								
167	4		\$4,434.00	228	\$2,847.72	1,502	\$4,010.34	\$11,292.06	\$45,168.24	\$4,434.00	\$6,858.06	\$11,292.06	\$17,736.00	\$27,432.24	\$45,168.24	
II. for single phase, pad mount transformers, primary voltage - 7200v x 2400v, secondary voltage 120/240v																
50	0	2410		104	\$1,298.96	547	\$1,460.49	\$5,169.45								
75	0	2658		130	\$1,623.70	781	\$2,085.27	\$6,366.97								
100	0	3159		168	\$2,098.32	936	\$2,499.12	\$7,756.44								
167	0	4317		253	\$3,159.97	1498	\$3,999.66	\$11,476.63								
Subtotal for Group I & II.									\$115,175.62				\$45,190.00	\$69,985.62	\$115,175.62	
III. for three phase, pad mount transformers, primary voltage - 12,470v/7200v delta, secondary voltage 208Wye/120v																
75	3	\$7,435.00		261	\$3,259.89	475	\$1,268.25	\$11,963.14	\$35,889.42	\$7,435.00	\$4,528.14	\$11,963.14	\$22,305.00	\$13,584.42	\$35,889.42	
75 FR	1		\$7,833.00	273	\$3,409.77	476	\$1,270.92	\$12,513.69	\$12,513.69	\$7,833.00	\$4,680.69	\$12,513.69	\$7,833.00	\$4,680.69	\$12,513.69	
150	1	\$8,665.00		449	\$5,608.01	841	\$2,245.47	\$16,518.48	\$16,518.48	\$8,665.00	\$7,853.48	\$16,518.48	\$8,665.00	\$7,853.48	\$16,518.48	
300	0	\$10,900.00		686	\$8,568.14	1681	\$4,488.27	\$23,956.41								
500	0	\$14,236.00		1068	\$13,339.32	2741	\$7,318.47	\$34,893.79								
IV. for three phase, pad mount transformers, primary voltage - 12,470v/7200v delta, secondary voltage 480Wye/277v																
75	0	\$7,452.00		271	\$3,384.79	446	\$1,190.82									
150	0	\$8,716.00		402	\$5,020.98	790	\$2,109.30									
300	0	\$10,689.00		682	\$5,181.18	1488	\$3,972.96									
500	0	\$14,188.00		1222	\$5,262.78	2000	\$5,340.00									
750	0	\$17,375.00		1343	\$6,774.07	3858	\$10,300.86									
1000	0	\$20,900.00		4654	\$8,128.46	4934	\$13,173.78									
1500	0	\$27,486.00		20743	\$25,908.07	7530	\$20,105.10									
V. for three phase, pad mount transformers, primary voltage - 12,470v/7200v X 4160v/2400v delta, secondary voltage 208Wye/120v																
75	1	\$8,249.00		292	\$3,647.08	462	\$1,233.54	\$13,129.62	\$13,129.62	\$8,249.00	\$4,880.62	\$13,129.62	\$8,249.00	\$4,880.62	\$13,129.62	
150	0	\$9,374.00		444	\$5,545.56	920	\$2,456.40									
300	0	\$12,091.00		735	\$9,180.15	1688	\$4,506.96									
500	0	\$16,249.00		1190	\$14,863.10	2508	\$6,696.36									
VI. for three phase, pad mount transformers, primary voltage - 12,470v/7200v X 4160v/2400v delta, secondary voltage 480Wye/277v																
75	0	\$8,282.00		280	\$3,497.20	455	\$1,214.85									
150	0	\$9,579.00		425	\$5,308.25	850	\$2,269.50									
300	0	\$11,594.00		752	\$9,392.48	1555	\$4,151.85									
500	0	\$15,542.00		1123	\$14,026.27	2224	\$5,938.08									
500	1	\$15,124.00		1330	\$16,611.70	2115	\$5,647.05	\$37,382.75	\$37,382.75	\$15,124.00	\$22,258.75	\$37,382.75	\$15,124.00	\$22,258.75	\$37,382.75	
750	0	\$19,297.00		1278	\$15,962.22	4018	\$10,728.06									
1000	0	\$22,698.00		1731	\$21,620.19	4977	\$13,288.59									
1500	0	\$28,908.00		2217	\$27,690.33	7674	\$20,489.58									
Subtotal for Groups III to VI									\$115,433.96				\$62,176.00	\$53,257.96	\$115,433.96	
Total for Groups I to VI									\$230,609.58				\$107,366.00	\$123,243.58	\$230,609.58	

Agenda Report

**Subject: State Bid #4015976
Purchase of a 2011 Ford Expedition for the Fire Department**

Prepared by: Alan J. Berkowsky, Fire Chief
Dennis Legan, Acting Captain/Vehicles

Date: May 23, 2011

Summary:

The Fire Department is requesting approval for the purchase of a 2011 Extended Version Ford Expedition to replace a 2001 Chevrolet Van that currently serves as the Incident Command Vehicle. The 2011 Ford Expedition is being purchased off of a State of Illinois Bid (Contract #4015976). The vendor for the bid is Landmark Ford (Springfield, Illinois) in the amount of \$36,119. \$60,000 was budgeted this fiscal year for the replacement. The remaining funds will be used for the installation of interior cabinetry, communications, lights, siren and decals. The estimated life-expectancy of this vehicle is ten years.

Background:

The Fire Department currently uses a 2001 Chevrolet Van as its Incident Command Vehicle. This vehicle is staffed 24 hours a day/7 days a week and responds to many of our calls as either the Incident Commander or the third person on the aerial truck. The current vehicle has close to 50,000 miles and is not a 4-wheel drive vehicle. This has been problematic over the winter months. This purchase is part of a ten-year capital replacement plan.

The new vehicle is a 2011 Extended Version Ford Expedition. This vehicle will provide a passenger seat for an assistant for the Incident Commander during a fire, a command area in the rear passenger seating area for additional command staff as well as a more efficient storage area. The pricing is as follows:

Item	Cost	Notes
2011 Ford Expedition 4x4 Standard Package	\$ 25,621.00	Basic Fleet Package
EL Version	5,642.00	Provides additional storage space
Ignition Override	148.00	Allows for the ignition key to be removed while the vehicle remains running
Trailer Tow Package	336.00	
Extra Programmed Key	45.00	
Engine Hour Meter	265.00	
Cloth Second Row Seat	120.00	
Running Boards	434.00	
Convenience Package	395.00	The convenience package offers rear obstacle detection, power adjustable pedals, power rear quarter windows, and a universal garage door opener.
Third Row Seat	853.00	
Delivery	275.00	

Item	Cost	Notes
Service Manual	225.00	
Ford Care Extended Warranty 7 Years/100K	1,760.00	Recommended by Fleet Service
Total	\$ 36,119.00	

Recommendation:

Staff recommends awarding State Bid #4015976 for the purchase of a 2011 Ford Expedition for the replacement of the Fire Department Incident Command Vehicle. Staff from the Fire Department will be present to answer any questions that the Council members might have.

Quote

Landmark Ford Inc.
You Always Do Better At Landmark

2401 Prairie Crossing Drive
 Springfield, IL. 62711
 Phone: 217 862 5253
 Fax: 217 862 5316

DATE: May 23, 2011
 Winnetka Fire Department
 428 Green bay Road
 Winnetka Fire Department

Quote For: Winnetka Fire Department
 428 Green bay Road
 Winnetka, Illinois

DESCRIPTION	AMOUNT
2011 Ford Expedition 4X4	\$ 25,621.00
Ignition override	148.00
Extra key	45.00
Trailer tow	336.00
Engine hour meter	265.00
Cloth 2nd row seat	120.00
Deliver one unit	275.00
Service manual	225.00
EL Expedition	5,642.00
Running boards	434.00
Convenience Package	395.00
3rd row seat cloth	853.00
*ESP Premium care warantry 6yr or 100,000 miles which ever comes first	1,760.00
*\$100.00 deductible	
SUBTOTAL	\$ 36,119.00
Units	1
Sub total	36,119.00
OTHER	-
TOTAL	\$ 36,119.00

Make all checks payable to Landmark Ford Inc. If you have any questions concerning this quote, contact Lyle E Snow Ph 217 862 5253 Cell 217 553 2508 email lylesnow@msn.com
THANK YOU FOR YOUR BUSINESS!

Agenda Report

Subject: **Purchase of Yard Waste Bags**

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

Date: May 31, 2011

The Village provides curbside collection of yard waste from residential properties, for a fee of \$2.25 per bag. Materials must be placed in paper bags at the curbside, either in generic paper bags with a Village yard waste sticker, or in Village bags, which can be purchased for \$2.25 per bag.

The Village purchases its bags through the Northwest Municipal Conference Suburban Purchasing Cooperative (SPC). The SPC provides pricing of commodities through the competitive bid process for its member communities. The SPC has secured pricing for a variety of supplies, including yard waste bags, through U.S. Communities, a nationwide consortium of cities and counties that jointly purchases supplies, of which Los Angeles County is the lead agency. Warehouse Direct is the selected supplier for bags, at a price of \$0.40 each, plus shipping.

The Village intends to purchase 72,000 bags – a full semi-trailer load – to avoid additional charges associated with shipping a partial load. Based on recent usage, this should supply the Village for 20 to 24 months.

Recommendation:

Consider awarding a purchase order to Warehouse Direct, through the Northwest Municipal Conference Suburban Purchasing Cooperative, for \$29,388.00 for the purchase of yard waste bags.

AGENDA REPORT

TO: Village Council
PREPARED BY: Ed McKee, Finance Director
DATE: May 18, 2011
SUBJECT: NTHS Lease

In February 2007 the Village entered into a new lease with New Trier High School for student and teacher parking. The value of the contract increased from \$95,040 in cash to a combination of cash and enhanced enforcement valued at \$157,000 to \$164,000.

There are approximately 360 parking spots covered by this contract, including parking on the streets near the school where NTHS has been given the ability to designate parking. The cash only portion of the contract for the period 9/1/2011 to 8/31/2012 will be \$168,928.75.

If the Village wishes to renegotiate the contract for the school year starting 9/1/2012, NTHS should be notified of that fact by 8/31/2011.

The current parking rates are:

	Resident Commuter	Non Resid. Commuter	Winnetka Business Employee	NTHS Contract *
6 – Month Fee	\$100	\$220		
Annualized	\$200	\$440	\$10	\$472.02

I have attached a copy of the lease for reference.

Recommendation: Staff would suggest that the NTHS lease automatically renew at a 5% increase as provided for in the lease.

* *Approximately \$169,928.75 payment / 360 spaces = \$472.02 per space*

**PARKING AGREEMENT BETWEEN
NEW TRIER HIGH SCHOOL AND THE VILLAGE OF WINNETKA**

THIS AGREEMENT, effective September 1, 2006, is made by and between the **BOARD OF EDUCATION OF NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT NO. 203** ("New Trier") and the **VILLAGE OF WINNETKA**, Cook County, Illinois ("Village"), and from time to time referred to collectively as the "Parties:"

WITNESSETH

WHEREAS, the Board of Education of New Trier Township High School District No. 203 is a body corporate and politic located in Cook County, Illinois; and

WHEREAS, the Village of Winnetka is an Illinois home rule municipality, established by special charter and located in Cook County, Illinois; and

WHEREAS, New Trier operates New Trier High School, a public secondary school that has its east campus in the Village of Winnetka and serves students from all municipalities within New Trier Township; and

WHEREAS, the Village owns, operates, maintains and establishes regulations for the Indian Hill Station Parking Lot located on the east side of Green Bay Road, adjacent to the Indian Hill Metra Station and the related Metra right-of-way; and

WHEREAS, the Indian Hill Station Parking Lot is divided into several areas, with the portion located immediately adjacent to the north side of Winnetka Avenue being known as the "Indian Hill North Lot" and the portion north of the Indian Hill North Lot being known as the "Sunset Road Lot;" and

WHEREAS, the Village also owns, maintains and establishes regulations for the use of parking spaces on the public rights-of-way in the Village, including the public rights-of-way located in the vicinity of the New Trier High School East Campus and the Indian Hill Parking Lot; and

WHEREAS, New Trier and the Village have periodically entered into agreements establishing the terms pursuant to which the Village has allocated parking spaces in the Indian Hill Parking Lot and on the public rights-of-way in the vicinity of the New Trier High School East Campus for the exclusive use of New Trier's students, faculty and staff; and

WHEREAS, New Trier and the Village have negotiated the terms of this Agreement, which is intended to replace and succeed all prior agreements regarding the Village's allocation of parking spaces in the Indian Hill Parking Lot and on the public rights-of-way in the vicinity of the New Trier High School East Campus for the exclusive use of New Trier's students, faculty and staff.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the Parties agree as follows:

SECTION 1: Preamble. The foregoing Preamble is hereby incorporated into this Agreement by reference and constitutes a part hereof.

SECTION 2: Authority. This Agreement is made pursuant to Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and the applicable laws of the State of Illinois, including the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

SECTION 3: Parking Spaces Reserved. The Village shall reserve a total of 360 parking spaces (hereinafter referred to collectively as the "Parking Premises") for the exclusive use of New Trier, its students, faculty and/or staff on School Days during the Contract Term, subject to the terms and conditions hereinafter set forth:

A. Parking Premises Locations. The Parking Premises shall be located in one or more of the following public locations ("Parking Locations"):

1. Indian Hill North Lot.
2. Sunset Road Parking Lot.
3. Winnetka Avenue from Wilson Avenue to Sheridan Road.
4. Wilson Avenue from Winnetka Avenue to Hill Road.
5. Woodland Avenue from Winnetka Avenue to Sunset Road.
6. Essex Road from Winnetka Avenue to Sunset Road.
7. Sunset Road from its east terminus to Wilson Avenue.

B. Distribution of Parking Premises. The Parking Premises shall be distributed among the Parking Locations according to the following terms and conditions:

1. The Parking Premises shall be distributed among the Parking Locations at least once annually, prior to the beginning of the fall term of New Trier High School.

2. The Parties shall work in good faith to distribute the Parking Premises in mutually agreeable Parking Locations; provided, that the Village shall retain the right to distribute the Parking Premises among the Parking Locations in the event the Parties are unable to agree.

3. The Village reserves and retains the right at all times during the term of this Agreement to modify the distribution of the Parking Premises among the Parking Locations whenever the Village, in the sole exercise of its discretion, determines that the redistribution of the Parking Premises is necessary to allow repair, maintenance, re-striping or repaving of any of the Parking Locations, or to otherwise protect the public health, safety and welfare; provided, that the Village shall notify New Trier prior to making such changes.

4. The Village shall install such signs and pavement striping as it deems necessary to designate the Parking Premises within the various Parking Locations.

SECTION 4: Contract Term.

A. Contract Term. This Agreement shall be in effect for a term of three (3) years, commencing on September 1, 2006, and ending on August 31, 2009 (the "Contract Term"), except that either party may terminate this Agreement at the end of any Contract Year, by giving written notice thereof to the other party not later than January 1 of such Contract Year. A Contract Year shall be any of the three years that this Contract is in effect, from September 1 of one year through August 31 of the next year.

B. Renewal Term. This Agreement shall automatically be renewed at the end of the Contract Term for successive one-year periods beginning September 1, 2009, each of which

shall be designated a "Renewal Term;" provided, that either party may terminate this Agreement at the end of the Contract Term or any Renewal Term by giving written notice thereof to the other party not later than January 1 of Contract Year 3 or January 1 of any Renewal Term.

SECTION 5: Compensation. As compensation for the Village's reserving the Parking Premises for the exclusive use of New Trier, New Trier shall pay the Village the following Annual Contract Fees at the times and in the amounts specified in this Section.

A. Annual Contract Fees. The Annual Contract Fees shall be as follows:

Contract Year 1 (2006-07)	\$ 132,360.00
Contract Year 2 (2007-08)	\$ 138,978.00
Contract Year 3 (2008-09)	\$ 145,927.00

B. Annual Contract Fees for Renewal Terms. The Annual Contract Fee for the first Renewal term shall be 105% of the Annual Contract Fee for Contract Year 3. For each successive Renewal Term, the Annual Contract Fee shall be 105% of the Annual Contract Fee of the immediately preceding Renewal Term.

C. Payment Schedule. The Annual Contract Fees shall be paid to the Village in two equal installments. The first installment shall be paid on or before September 1 of each Contract Year or Renewal Term, except that the first installment for Contract Year 1 shall be paid on or before January 2, 2007. The second installment of the Annual Contract Fees shall be paid on or before March 1 of each Contract Year or Renewal Year. All payments to the Village shall be directed to the attention of the Finance Director at his office in the Winnetka Village Hall, 510 Green Bay Road, Winnetka, Illinois 60093.

SECTION 6: Rights and Responsibilities of New Trier. New Trier shall have the following rights and responsibilities pertaining to the Parking Premises:

A. Control of Parking Premises on School Days. During the school term commencing in August of each Contract Year and ending the following June of the succeeding year, the Parking Premises shall be under the exclusive control and jurisdiction of New Trier for each day that the New Trier High School campus is required to be operated for the teaching of its students and as required by the Board of Education in construing State mandates ("School Days").

B. Allocation of Parking Premises. New Trier, in the sole exercise of its discretion, shall have the sole and exclusive right to allocate the Parking Premises among its students, faculty and staff, in any manner and in such numbers as New Trier may determine, for use on School Days.

C. Charges for Users of Parking Premises. New Trier shall have the sole and exclusive right to impose charges and collect fees for the use of the Parking Premises on School Days ("Parking Revenues"), in such amounts as New Trier may determine, in the sole exercise of its discretion.

D. Taxes. New Trier shall be solely responsible for the timely payment of any and all taxes to which the Parking Revenues are or may become subject during the Contract Term.

E. Parking Enforcement. New Trier shall be responsible for enforcing all applicable parking regulations of the Winnetka Village Code on the Parking Premises on School Days during the Contract Term.

F. Maintenance of Parking Premises. New Trier shall be responsible for the non-capital maintenance and operation of the Parking Premises and for keeping the Parking Premises clean, free of litter and in good repair on all School Days during the Contract Term. On all other days, the Parking Premises shall be under the exclusive control and jurisdiction of the Village.

G. Indemnity. New Trier agrees to indemnify and hold the Village, its officers, employees, agents and servants harmless to the fullest extent permitted by law from any and all liability, losses, claims, demands, suits or actions, including taxes, attorney fees and costs, for injury or damage to any person or persons, to the Parking Premises, or to the property of any person or persons, arising from New Trier's use of the Parking Premises under this Agreement, or arising from any act or negligence of New Trier, its officers, employees, agents or servants.

SECTION 7: Default. If New Trier defaults in the performance of any of its obligations under this Agreement, and such default shall continue for thirty (30) days after written notice from the Village to New Trier specifying such default, then the Village may, at its option, terminate this Agreement and forthwith repossess the Parking Premises and all improvements thereon.

SECTION 8: Assignment: New Trier shall not assign this Agreement or sublet all or any part of the Parking Premises without first obtaining the written consent of the Village.

SECTION 9: Notice: Any notice or demand from one party of this Agreement to the other shall be in writing and shall be deemed to have been duly served if delivered in person or if sent by certified mail, with postage pre-paid, in a post-paid envelope addressed to the respective addresses below stated:

To Village: VILLAGE OF WINNETKA
Winnetka Village Hall
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Village Manager

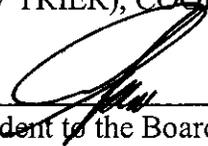
To New Trier: TOWNSHIP HIGH SCHOOL DISTRICT NO. 203
(New Trier)
385 Winnetka Ave.
Winnetka, Illinois 60093
Attention: Superintendent

Either party may change the address for the service of notice by serving a notice of such changed address at least ten (10) days prior to the effective date of the change, which notice shall state that it is served for the express purpose of changing the place of service of notice under this lease.

SECTION 10: Amendment. This Agreement may be amended at any time by the written agreement of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested in duplicate by their duly authorized officers this 18th day of December, 2006.

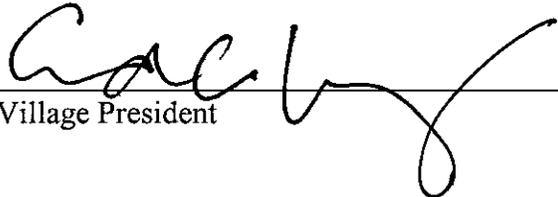
BOARD OF EDUCATION OF
TOWNSHIP HIGH SCHOOL DISTRICT NO. 203
NEW TRIER), COOK COUNTY, ILLINOIS

By: 
President to the Board of Education

Attest:

Secretary of the Board of Education

VILLAGE OF WINNETKA

By: 
Village President

Attest:

Village Clerk

AGENDA REPORT

TO: Village Council
PREPARED BY: Ed McKee, Finance Director
DATE: February 26, 2007
SUBJECT: NTHS Lease

At the May 9, 2006 Council Workshop Meeting the staff reviewed the terms of the existing lease with New Trier High School. Staff indicated they would be seeking a total value of about \$172,000 for 2006/2007, up significantly from the expiring \$95,040 amount.

The Police Chief and I met with NTHS staff over many months and negotiated a contract that was submitted to the Council on January 16, 2007. The final value of the contract was estimated at \$157,000 to \$164,00 for 2006/2007. This slightly reduced value was recommended based on: 1) some of the comments at the May 9, 2006 Council Workshop Meeting about not having too great an impact on NTHS, and 2) the willingness of the school to take a more active role in monitoring parking to keep their costs down.

Below is a comparison of the staff's original pricing and the final contract submitted to the Council, assuming a value of \$0 to \$7,000 for the NTHS maintenance of the area:

	May 9, 2006 Estimated	Contract Value After NTHS Assumed Items
Land Rental	\$130,000	\$132,360
Parking Enforcement	\$27,000	NTHS – Cost - \$27,000
Maintenance	\$15,000	NTHS – Cost - \$0 to \$7,000
Contract Value	\$172,000	\$157,000 to \$164,000 *

The Council tabled this item at the January 16, 2007 Meeting and asked staff to prepare additional information on this topic. The following items are attached:

- 1) The January 16, 2007 minutes on this topic.
- 2) The January 16, 2007 agenda report on this topic.
- 3) Spreadsheets prepared in May 2006 that were used to evaluate different ways of analyzing and pricing this contract.

Recommendation: Review the methodology used in pricing this contract and determine how to proceed.

AGENDA REPORT

TO: Village Council

PREPARED BY: Ed McKee, Finance Director

DATE: January 10, 2007

SUBJECT: R-2-2007 NTTHS Parking Lease

At the May 9, 2006 Council Workshop Meeting the staff reviewed the terms of the existing lease with New Trier High School. This expired lease generated about \$95,000 per year in rent, but has resulted in significant police staff effort and costs to administer. The Police Department regularly needs to allocate parking enforcement staff to this area to minimize the number of commuter parking spaces consumed by students.

In discussing a new lease with the Council, the following adjustments were deemed desirable:

- 1) Recover the staff costs related to monitoring student parking.
- 2) Simplify the current lease, which has three rates, “student”, “faculty and staff”, and “free”. It was discussed how it might be more appropriate to set one rate for all of the spaces and NTTHS would have discretion in how much they charge for various users.
- 3) The rent charged should include all of the spots used by the school and reflect a market rate for parking, recognizing that the Village has another lease in the area at a substantially higher rental rate.

When the Village staff met with NTTHS, the original offer was for 360 spaces at a cost of \$172,000 for the first year increasing to \$192,000 by the third year. This equated to a first year cost of about \$478 per space per year. While more costly than the recently expired contract, staff considered this to be a significantly discounted price from the marginal cost of adding a parking spot. Based on recent studies performed to improve parking in the community, financing a \$25,000 / space parking spot at a 5% interest rate equates to an annual cost of \$1,250. Many of the parking options under consideration cost well in excess of \$25,000 per space, excluding the cost of the land.

In consideration of the concerns expressed by NTHS during several meetings, Village staff have attempted to address those issues in the fairest manner possible while still be fiscally responsible to the Winnetka taxpayers. This is a balancing act, especially given the fact that part of the reason home values are so strong in this area is because of the good schools. Some of NTHS's concerns and the Village's concessions that are incorporated in the lease are as follows:

1) Pricing – The rent in the proposed lease is less than the original proposal discussed with the Council. The original lease amount was based on comparable property the Village leases in the area. The original proposal from Village staff and the final amount included in the attached agreement are compared below:

Year	Proposed Rent	Rent in the Agreement
2006/2007	\$172,000	\$132,360
2007/2008	\$182,000	\$138,978
2008/2009	\$192,000	\$145,927
3 - Year Sub-total	\$546,000	\$417,265

The \$132,360 first year costs and future year costs are based on the school assuming an active enforcement and management responsibility to reduce the need to commit Village resources to parking enforcement in the area devoted to NTHS use.

2) The Village is modifying the originally proposed parking design to keep the faculty closer to their original spots in the lot. If NTHS enforcement is insufficient to eliminate complaints about student parking, the parking configuration originally proposed by the Village staff will be implemented.

It is important for the Village to consider the tax equity and policy implications of subsidizing NTHS parking at different levels. Staff does not believe further pricing concessions are appropriate. If NTHS boundaries were the same as the Village's, one could argue that it really isn't that important to get closer to a market rental rate. However, Winnetka students probably make up 1/4 to 1/3 of the school population. Therefore, 2/3rds to 3/4ths of the subsidy is benefiting taxpayers in other communities. This would include not only faculty, but non-resident commuting students (who could be displacing Winnetka resident commuters).

The first year lease cost of \$132,360 divided by the 360 spaces and 365 days in a year comes out to a daily cost of \$1.01. While there are far fewer school days, these spaces are for all practical purposes not readily convertible for other Village uses. Dividing the cost by about 220 school days, the daily rate would still be \$1.67 per space per day, not an unreasonable charge. While the total dollar amount of the lease is significant, so is the number of parking spaces, 360.

How the school chooses to allocate the parking spaces and the cost of the contract is at their discretion. NTHS is the only Village customer with the ability to guarantee their customers parking, if they so choose. Much of this parking is immediately adjacent to their property. All of the Village's other parking lots are all on a first come, first served basis, if space is available.

Finally, while the Village and NTHS worked diligently on this contract, the process and negotiations consumed a great deal of time and precluded a contract being completed prior to the expiration date. The proposed contract automatically renews for an additional one year if neither party gives written notice.

Recommendation:

Consider adopting Resolution R-2-2007, approving an Intergovernmental Agreement Between New Trier Township High School and the Village of Winnetka.

d) Ordinance No. MC-2-2007 – Amending Liquor Control Regulations – Introduction. Attorney Janega briefly reviewed the policy issues relating to liquor licenses which were discussed at the last study session. These include (1) whether the liquor license hours apply to the service and consumption of alcoholic beverages as well as to the sales transaction; (2) whether customers should be permitted to remain on the premises to complete eating their meals and drinking their alcoholic beverages after liquor sales end; (3) whether unlicensed food establishments should be able to permit their customers to bring their own alcoholic beverages when they come to eat; (4) whether the Village should codify the “last call” practices followed by most restaurants; (5) whether the Village should allow extended hours on New Years Eve; and (6) whether the Liquor Control Commissioner (i.e., the Village President) should be authorized to allow a licensee with a Television Rider to have more than one television on the premises. Additionally, the Council considered whether the Code should be amended to reflect a new State law that allows restaurants that are licensed to sell alcoholic beverages to permit a patron to remove one unsealed and partially consumed bottle of wine for consumption off the premises under certain conditions, as well as whether the Village President should be allowed to designate someone other than himself to serve as Liquor Control Commissioner. She explained that in accordance with that discussion, the proposed draft ordinance addresses all of the policy issues and incorporates the provisions of the new State law but does not authorize the designation of someone other than the Village President to serve as Local Liquor Commissioner. Attorney Janega went on to review the proposed amendments and respond to questions from the Trustees.

Trustee Ritchell, seconded by Trustee Tucker, moved to introduce the Ordinance. By voice vote, the motion carried

e) Resolution No. R-1-2007 – MFT Transfer for Maintenance of Streets - Adoption. Mr. Saunders explained that the State imposes a tax on the sale of motor fuel and distributes some of those funds back to the municipalities. He noted that historically the Village has used \$125,000 of those funds to offset the costs of street maintenance and recommended adopting this resolution in keeping with past policy.

Trustee Abell, seconded by Trustee Tucker, moved to adopt Resolution No. R-1-2007. By roll call vote, the motion carried unanimously. Ayes: Trustees Abell, Eilers, Berger, Behres, Ritchell, and Tucker. Nays: None. Absent: None.

START
HERE
→

f) Resolution No. R-2-2007 – NTHS Parking Lease - Adoption. Mr. McKee reviewed the request for approval of a new intergovernmental agreement with New Trier Township High School for the use of the Village’s parking resources in the Indian Hill/New Trier area. He explained that it has taken some time to negotiate a new agreement that is in keeping with Council’s previous discussions. To do so some of the maintenance costs and some of the enforcement responsibilities have been shifted to the School and the rate has been increased to move more toward market value.

Trustee Eilers commented that the proposed new rate still reflects a gap between what the Village gets and fair market value.

Mr. McKee responded that the proposal takes a reasonable step toward balancing the benefit of having the School in the Village with trying to attain fair market value. He pointed out that not all of the parking spaces are designated for students; many are used by teachers and other School employees.

President Woodbury commented that the School determines the allocation of spaces among its user groups and determines its own rates for their use. Historically, the Village has had nothing to do with this process. He noted that over time the Village has been taking incremental steps toward the goal of reaching a more market-based price.

Chief DeLopez explained that as a part of the new agreement, the School's para-professionals would serve as the primary parking enforcement officers, with the police serving in a secondary capacity. This would permit the Village to divert its Community Service Officers to other duties. He indicated that if the School does not uphold its commitments in this area, some costs would be passed back to them.

Trustee Tucker echoed Trustee Eilers' concern that the agreement does not reach market value. She expressed her unease as a taxpayer about the subsidy to the School and pointed out that subsidizing parking encourages driving, which fails to contribute to Winnetka's becoming a "greener" community. She suggested authorizing the new agreement for a one-year period during which time the matter can be reexamined.

Trustee Abell commented that the unit price per space is going down. Mr. McKee explained that that is because all of the spaces being used by the School are being covered in this Agreement, including a number that were not covered in the former agreement and had been used by employees at no cost.

Trustee Ritchell voiced his discomfort with the proposal, particularly in light of the soaring cost of parking and the other projects requiring significant capital investment being discussed by the Council. He also expressed concern about how the Village is going to measure the effectiveness of the School's enforcement and how it will proceed if the arrangement doesn't work.

Trustee Eilers noted that the negotiated amount in the Agreement is in keeping with Council's direction, assuming the School's satisfactory assumption of enforcement and management responsibilities. However, he indicated that given the significant capital cost decisions that this Council needs to make, he cannot justify subsidizing the School to the extent proposed. He agreed with Trustee Tucker that the whole package should be reexamined and said that the Council should avoid entering into an agreement extending beyond one year.

Acting Manager Saunders pointed out that the Village regularly subsidizes parking throughout the Village by imposing different rates for different user groups based on various value judgments. He noted that New Trier, the Village's largest employer, is being asked to pay substantially more than the \$10 per space that other employers in town are required to pay for their employees.

After further discussion, President Woodbury tabled the matter.

AGENDA REPORT

SUBJECT: **Change Order for Primary Cable, The Okonite Company**

PREPARED BY: Brian Keys, Director Water & Electric

REF: February 15, 2011 Budget Presentation
 April 7, 2011 Council Meeting, pp. 11-15

DATE: June 1, 2011

The Water & Electric Department issued Bid Number 11-007 for the purchase and delivery of cable for the period of April 1, 2011 through March 31, 2012. Vendors provided unit prices for each of the cables required on the electric system. Bid prices are indexed to the cost of metals.

At the April 7, 2011 Council Meeting, the Village Manager was authorized to award two purchase orders for the procurement of primary and secondary cable. Based on the bid evaluation, the primary cable was awarded to the Okonite Company in an amount not to exceed \$340,248 and the secondary cable was awarded to Wesco in an amount not to exceed \$111,395.

The inventory level of one size of primary cable used on the electric distribution system needs to be replenished. Staff is requesting authorization to purchase an additional 3,500 ft. of 4/0 15kV primary cable. This is a “medium” sized primary cable that is predominantly used for connection of larger electric loads such as circuit-to circuit or switchgear-to-switchgear connections. The manufacturing lead-time for this cable is 12-14 weeks with a minimum order quantity of 3,500 feet.

The requested change order amount is \$69,502. The change order amount includes additional funds for packaging and manufacturing length tolerances as noted below.

4/0 15kV PRIMARY CABLE

Additional Quantity Required 3,500 ft. 3 ph.	Metals Escalation	Shipping Length Tolerance (5%) & Packaging	Requested Amount
\$66,192.00	\$0	\$3,309.60	\$69,501.60

↓
\$69,502

The FY2011-12 Budget contains \$1,208,000 (account #50-47-640-209) for the purchase and installation of cable. The Village Council has previously approved purchase orders for \$451,643 of cable purchases and \$140,393 of wire pulling services.

Recommendation:

Consider authorizing the Village Manager to award a change order to the Okonite Company in the amount of \$69,502 for the purchase of 15kV 4/0 primary cable at the unit prices bid, subject to the contract conditions.



DEDICATED TO THE PROMOTION OF THE BUSINESS INTERESTS OF OUR COMMUNITY
841 Spruce Street • Winnetka, Illinois 60093 • Phone (847) 446-4451 • Fax (847) 446-4452
email: wcc@winnetkachamber.com • web site: winnetkachamber.com

May 17, 2010

Robert Bahan
Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093

Dear Rob,

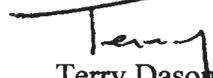
Enclosed is a copy of the Certificate of Liability Insurance from the Winnetka-Northfield Chamber of Commerce. This document validates our umbrella policy of \$5,000,000 which indemnifies the Village against loss during our annual Sidewalk Sale event.

The Winnetka-Northfield Chamber is requesting permission from the Village of Winnetka for use of the sidewalks in three business districts: Hubbard Woods, East and West Elm Streets on Friday, July 15 and Saturday, July 16, 2011 during the hours of 8:00 a.m. to 5:30 p.m.

This year the Chamber would like to close only one area to traffic: East Elm Business District, Lincoln Avenue from Elm Street south to 511 Lincoln Avenue. All other streets in the Village would be open for traffic as usual.

If additional information or documentation is required, we would be happy to provide it. We appreciate your assistance in making this request on behalf of the members of the Chamber in Winnetka and of those businesses and organizations outside of the Chamber who depend on this annual event for their financial success.

Sincerely,


Terry Dason
Executive Director

CC: Patrick L. Kreis, Interim Chief of Police



CERTIFICATE OF LIABILITY INSURANCE

OP ID: GM

DATE (MM/DD/YYYY)

05/17/11

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

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

PRODUCER JOHN P. GALVIN, INC 513 Lincoln Avenue Winnetka, IL 60093 Steve Galvin	847-441-8850	CONTACT NAME:	
	847-441-8856	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	WINNE-1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Winnetka Chamber of Commerce 841 Spruce Street Winnetka, IL 60093	INSURER A: General Casualty Insurance Co		18821
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	<input checked="" type="checkbox"/>		CCI0223117	02/01/11	02/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> Business Owners						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>		CCI 0223117	02/01/11	02/01/12	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CWC 0223117	02/01/11	02/01/12	WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PERSONAL PROPERTY			CCI 0223117	02/01/11	02/01/12	CONTENTS 6,000
							SPECIAL FORM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE VILLAGE OF WINNETKA IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO THE WINNETKA SIDE WALK SALE FRIDAY 07-15-11 AND SATURDAY 07-16-11 THE VILLAGE BEING PRIMARY AND NOT CONTRIBUTORY FOR \$5 MILLION PER OCCURANCE PER EVENT.

CERTIFICATE HOLDER**CANCELLATION**

WINNE-2 VILLAGE OF WINNETKA VILLAGE HALL ROBERT BAHAN 510 GREEN BAY RD. WINNETKA, IL 60093	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Steve Galvin

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AGENDA REPORT

SUBJECT: **Corner Cooks Street Use Request**

PREPARED BY: Katherine S. Janega, Village Attorney

DATE: June 1, 2011

Corner Cooks has submitted a special event permit application seeking to use two parking spaces on Chestnut Street in front of Jerry's/Corner Cooks on the evening of Saturday, June 17, 2011, from approximately 5:00 p.m. to 8:30 p.m., to allow Corner Cooks to park a large meat smoker containing smoked loins that will be served in the restaurant over the course of the evening.

In October 2010, with Village Council approval, Corner Cooks held a virtually identical pig roast, the only difference being that the current proposal is for a Friday evening in June rather than a Saturday evening in October. The time of the event and the number and location of the parking spaces are the same, as is the way the spaces will be used. There were no reported incidents linked to the October 2010 event.

As described by Betsy Simson, the president and owner of Corner Cooks, the meat will again be provided by Al's Meats in Wilmette. An employee of Al's will prepare the smoked loins in Wilmette and then transport them to Corner Cooks in the same meat smoker. As in 2010, Corner Cooks would cordon off two parking spaces on Chestnut Street adjacent to the restaurant, where it will place the smoker and allow the smoked loins to "rest." The meat will be brought into the restaurant to be carved, and it will be served in the restaurant's normal indoor and outdoor seating areas. The smoker would remain on the street to continue to cool down.

The proposed use of the street is considered a "special service" under the Village's special events ordinance, and has thus triggered that application process. In addition, although special event permits are usually handled administratively, this particular request also requires Village Council approval because Section 12.04.070 of the Village Code prohibits the use of any public street or sidewalk for any business purpose without "specific prior approval of the Council."

The Fire Chief has reviewed the request and finds the proposed location acceptable, provided that, as in 2010, it is sufficiently blocked off and monitored to prevent curious onlookers from touching the smoker.

A copy of Corner Cooks' application is attached.

Recommendation:

- 1) Consider approving Corner Cooks' request, as described above.

From: [Betsy Simson](#)
To: [Kathie Scanlan](#)
Subject: request for special permit
Date: Friday, May 13, 2011 11:31:14 AM
Attachments: [PastedGraphic-1.tiff](#)
[ATT00001.txt](#)

To Whom It May Concern:

As we did last year for a fall event, we would like to have a Father's Day Eve special event. We propose to have Joe from Al's Market in Winnetka come here with his smoker in which he has smoked a strip loin.

We will have 3 loins which will be available as a dinner special at Jerry's.

Clients may pre-order or simply order that evening.

We would like to pull up right in front of the restaurant as last year.

The loin will be completely cooked when he arrives.

Please add our name to the meeting so we may obtain permission.

Thank you.

betsy simson

cornercooks.com

owner/director

corner cooks and jerry's

507 chestnut st.

winnetka, il 60093

847 441 0134

Village of Winnetka

SPECIAL EVENT PERMIT APPLICATION

FOR OFFICE USE ONLY

Permit No. 11-2921 Date of Application: 19 May 2011

Description of Application and License: This Application is made pursuant to the provisions of Chapter 5.66 of the Winnetka Village Code, Special Event Permits and Fees, which regulates Special Events within the Village of Winnetka.

A Special Event Permit is required for any event held on public or private property that is not open to the general public, affects the ordinary use of public streets, rights-of-way or sidewalks and requires the extraordinary use of Village personnel, equipment or property as defined in Section 5.66.020 of the Winnetka Village Code.

Instructions: This application must be completed in its entirety and submitted at least 15 days prior to the event to the Chief of Police, Winnetka Police Department, 410 Green Bay Road, Winnetka, IL 60093.

Required Attachments: A permit will not be issued without the following required attachments:

- Permit Fee:** If applicable, the rates for the use of Village personnel, equipment and public property shall be established by the Village Manager, based upon the fee formulas established in Section 5.66.050 of the Winnetka Village Code, plus a non-refundable administrative charge equal to ten (10) percent of such costs.
- Certificate of Insurance:** The certificate of insurance shall be in an amount of not less than five million dollars (\$5,000,000.00) general liability, including bodily injury, property damage and automobile liability, naming the Village of Winnetka as an additional insured, as follows: **"The Village of Winnetka, its corporate authorities, officers, boards, commissions, employees, attorneys, agents and representatives are made additional insured with respect to any and all claims which arise out of, or are in any way related to, the operations of described special event while present in the Village of Winnetka."** A letter shall accompany the certificate of insurance from the insurer stating that there are no outstanding claims against the policy.
- Indemnification and Hold Harmless Agreement:** Agreement in which the applicant and/or sponsor of the special event agrees to defend and hold the Village, its officers, employees and agents, harmless from any loss, damage, expense, claim and cost of every nature and kind whatsoever, including attorney's fees, arising out of or in connection with applicant's use of the public property, public right-of-way, public equipment or public personnel at, during or in conjunction with the special event described in the permit.

To determine if a special event permit is required, please answer the following questions:

1. Is the event not-for-profit? NO
2. Is the event an annual, community-wide activity? NO
3. Is the event open to the general public without charge? NO
4. If there are more than 50 people expected to attend, is there adequate off-street parking available? YES
5. The event will not require the use of Village personnel, equipment or property.
NO
6. The event will not require traffic or crowd control. NO

If the answers to ALL of the above are yes a special event permit is not required.

If the answer to any of the above is no a special event permit MAY be required. Please contact the Police Department and ask for the Records Section for further assistance.

7. Will alcoholic beverages be served on the premises? YES
8. Will any food or beverages be served at the event? YES

If yes to question #7 and a Special Event Permit is required for an event sponsored by a not-for-profit organization and alcoholic beverages will be served on the premises, a Class C Special Event liquor license MAY be required. Please contact the Village Manager's office at 847-716-3541 for further assistance.

If yes to question #8 and a Special Event Permit is required, a temporary foodservice application may be required? Please contact Village Sanitarian at 847-716-3521 for further assistance.

I. APPLICANT INFORMATION (GROUPS, ORGANIZATIONS, ETC.)

1. Sponsoring Organization: Corner Cooks / Jerry's
Address: 505 Chestnut St
City, State: Winnetka IL Phone: 441-0134
2. Name of contact person: BETSY SIMSON
Address: 505-507 CHESTNUT
City, State: WINNETKA Phone: 441-0134

II. APPLICANT INFORMATION (INDIVIDUAL APPLICANT)

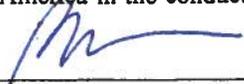
1. Full Name: _____
2. Home Address: _____
3. Home Phone Number: _____

III. SPECIAL EVENT INFORMATION

1. Date(s) of Event: SAT JUNE 17th
2. Time: 5-8:30 PM Duration of Event: 3 1/2 HOURS
3. Location of Event: 505-507 Chestnut - 2 PARKING PLACES WEST OF ENTRANCES
4. Name of Special Event: BEEF ROAST
5. Estimated Number of Attendees/Participants: 30
6. Describe Nature of Special Event: STRIP LOINS WILL BE COOKED OFF PREMISE - EVENT COORDINATED W/AL'S MEATS WILMETTE. WE NEED 2 PARKING SPOTS AT ENTRANCE FOR VEHICLE.
7. Describe Village Services, Equipment or Personnel Requested: JUST NEED TO CORDON OFF AREA BECAUSE SMOKER WILL STILL BE ~~BE~~ WARM.
8. Describe Parking or Traffic Control Requested: " "

III. AFFIDAVIT OF APPLICANT

I, the undersigned applicant, or authorized agent thereof, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Winnetka to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of Chapter 5.66 of the Winnetka Village Code and any additional regulations, conditions or restrictions set forth in the permit and to comply with the laws of the Village of Winnetka, the State of Illinois and the United States of America in the conduct of the Special Event described herein.



Signature of Applicant
Date: 5/19/2011

**SPECIAL EVENT
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

I, Betsy Simson, an individual, or as the authorized agent of the sponsor of the Special Event, do hereby agree to defend and hold the Village of Winnetka, its officers, employees and agents, harmless from any loss, damage, expense, claim and cost of every nature and kind whatsoever, including attorney's fees, arising out of or in connection with applicant's use of the public property, public right-of-way, public equipment or public personnel at, during or in conjunction with the special event described in the application for Special Event Permit submitted May 19, 2011.

Special Event: BEEF ROAST

Date of Event: 6/17/2011

[Signature]

Signature
Betsy Simson

Print Name
847-441-0134

Phone Number

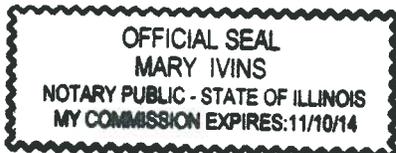
Date: 5/19/2011

State Of Illinois)
) SS
County Of Cook)

Subscribed and sworn to by me
this 19th day of May, 2011

[Signature]
Notary Public

[SEAL]





CERTIFICATE OF LIABILITY INSURANCE

OP ID: DP

DATE (MM/DD/YYYY)

05/25/11

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

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

PRODUCER Corkill Insurance Agency, Inc. 25 Northwest Pt Blvd Ste 625 Elk Grove Village, IL 60007 Carolyn Hanna		847-758-1000 847-758-1200	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CORNE-3	FAX (A/C, No):
INSURED Corner Cooks, Inc. 507 Chestnut Winnetka, IL 60093		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Society Insurance		15261
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

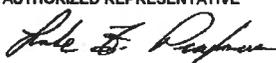
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ROP464968	06/01/10	06/01/11	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000					
		MED EXP (Any one person)	\$ 5,000					
		PERSONAL & ADV INJURY	\$ 1,000,000					
		GENERAL AGGREGATE	\$ 2,000,000					
		PRODUCTS - COM/POP AGG	\$ 2,000,000					
			\$					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAP464969	06/01/10	06/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)	\$					
		BODILY INJURY (Per accident)	\$					
		PROPERTY DAMAGE (Per accident)	\$					
			\$					
			\$					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			UXL464971	06/01/10	06/01/11	EACH OCCURRENCE	\$ 1,000,000
		AGGREGATE	\$ 1,000,000					
			\$					
			\$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC464970	06/01/10	06/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Liquor Liability			ROP464968	06/01/10	03/31/12	Limit:	1,000,000
A	Business Pers Prop			ROP464968	06/01/10	06/01/11	Limit:	228,000

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

CERTIFICATE HOLDER**CANCELLATION**

VILLAW2 Village of Winnetka 510 Green Bay Road Winnetka, IL 60093	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Agenda Report

Subject: Public Hearing: Special Service Area No. 4 – Pavement and Stormwater Improvements to the Public Alley bounded by Elm-Oak-Locust-Rosewood

Public Hearing: Special Service Area No. 5 – Pavement and Stormwater Improvements to the Public Alley bounded by Elm-Oak-Rosewood-Glendale

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

Date: May 31, 2011

Ref: April 26, 2011 Council Agenda, pp. 44-59

Background

There are 1.9 miles of public alleys in the Village of Winnetka, which serve both commercial and residential properties. This includes four unpaved gravel alleys, having a total length of 0.34 miles (1,800 feet, or 17.9%). These four alleys have been unpaved since the neighborhoods in which they are located were originally developed. It appears to have been common practice when the Village was developed that, in residential areas, the streets were paved, but the alleys were not.

Over the years, many of the alleys in the Village have been paved in concrete, particularly those in the area bounded by Pine Street and Willow Road west of the downtown area. For at least 40 years – and probably longer – the Village’s policy for improving these alleys was that the Village would pay 15% of the cost to initially pave an alley, and the adjacent residents would pay the remaining 85% of the cost of the alley construction. Once an alley has been paved, the Village has always assumed the cost of maintenance and repairs.

The Village Council modified this policy at its April 20, 2010 meeting, to increase the Village’s share in alley paving projects to 75%, with the remaining 25% to be funded by adjacent property owners. This is more reflective of how the few other municipalities in the area with gravel alleys fund improvement projects.

Subsequent to this policy modification, staff contacted and has been working with residents adjacent to two of the unpaved alleys between Elm and Oak Streets: from Locust to Rosewood, and from Rosewood to Glendale. A majority of the homeowners of 18 properties adjacent to the alley bounded by Elm Street, Oak Street, Locust Street and Rosewood Avenue have expressed an interest in paving the alley, although this interest is not unanimous. A majority of the homeowners of 19 properties adjacent to the alley bounded by Elm Street, Oak Street, Rosewood Avenue, and Glendale Avenue have also expressed an interest in paving their alley, although their interest also is not unanimous.

Since the property owners' interest in proceeding with the two paving projects is not unanimous, the only option available for securing the 25% private funding required by Council policy is to establish a Special Service Area (SSA) for each project. An SSA is a very commonly used means for municipalities to finance public improvements. Under this method of financing, the cost of a public improvement is spread among the properties within the SSA based on the equalized assessed valuation of the properties. The proportionate share for each parcel is then billed and collected as part of the semi-annual real estate tax bills. The revenues collected from the SSA can then be used to pay principal and interest on alternate revenue bonds that would fund the public improvement.

Project Descriptions and Estimates of Cost

The proposed project for each of the two new special service areas consists of excavating the existing gravel alley to re-establish its original grade, installing stormwater drainage, including possible connection points to facilitate connections from the adjacent properties, and constructing a 16-foot wide, 9-inch thick concrete alley within the 20-foot alley right-of-way.

Project Area	Estimated Cost	Private Portion (25%)
Elm – Oak – Locust – Rosewood (SSA #4)	\$118,400	\$29,600
Elm – Oak – Rosewood – Glendale (SSA #5)	\$129,000	\$32,250

Special Service Area No. 4: Elm – Oak – Locust – Rosewood

On April 25, 2011, the Village Council adopted Ordinance M-2-2011, proposing Special Service Area No. 4 to fund the 25% homeowners' share of the proposed improvements to the Elm – Oak – Locust – Rosewood alley. The proposed boundaries of Special Service Area No. 4, shown in Attachment 2, contain all 18 properties that abut the alley. The proposed Special Service Area No. 4 provides for the costs of the project to be financed over a 5-year period at an interest rate not to exceed 5.00% per annum. The amount to be financed is not to exceed 125% of the engineer's estimate of probable cost, or \$148,000.

Special Service Area No. 5: Elm – Oak – Rosewood – Glendale

On April 25, 2011, the Village Council adopted Ordinance M-3-2011, proposing Special Service Area No. 5 to fund the 25% homeowners' share of the proposed improvements to the Elm – Oak – Rosewood – Glendale alley. The proposed boundaries of Special Service Area No. 5, shown on Attachment 2, contain all 19 properties that abut that alley. The proposed Special Service Area No. 5 provides for the costs of the project to be financed over a 5-year period at an interest rate not to exceed 5.00% per annum. The amount to be financed is not to exceed 125% of the engineer's estimate of probable cost, or \$161,250.

Public Hearing

A public hearing before the Village Council is a required part of the process for establishing a special service area. Ordinances M-2-2011 and M-3-2011 set the hearings for Special Service Areas Nos. 4 and 5 for the Council meeting on June 7, 2011, and a notice was mailed to each of

the property owners announcing the public hearing date. Notice of the public hearings was also published in the May 5, 2011 edition of the *Winnetka Talk*.

Upon completion of the public hearing on June 7, 2011, a mandatory 60-day waiting period begins, during which time the projects could be voted down by the submission of a petition signed by 51% of the electors (registered voters) and 51% of the property owners, within the proposed Special Service Areas. If the projects are not voted down during the waiting period, another ordinance is passed, formally establishing the Special Service Areas. The cost of the project is spread according to the assessed valuation of the properties involved.

Modifications to SSA Cost Allocations or Boundaries

In the course of the Council's discussions of the two Ordinances, several residents within the proposed SSA's expressed concern over the *ad valorem* method of spreading project costs across the SSA territories, arguing for alternative methods that either spread the costs evenly across the SSA, or that provided for reduced contributions from properties that do not use the alley for garage access.

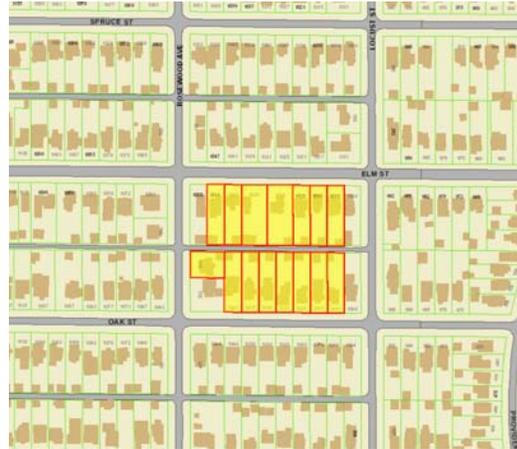
In response to this discussion, staff has explored several other alternatives for spreading the SSA costs.

- ❑ ***Ad valorem* distribution based on land value only.** A provision of the statutes that authorize establishing Special Service Areas allows for spreading project costs in proportion to the assessed value of the land only, however that is only permitted if the land value is 75% or more of total assessed value of all property in the SSA. Based upon the most recent figures from the Assessor's Office, the land value is only about 15% of the value of each SSA, so this method is not permitted for either of the SSAs.
- ❑ **Equal distribution of costs on a per property basis.** While it appears possible to interpret the SSA legislation in such a way as to permit an equal distribution of costs across the SSA, the County Assessor's office will not do so. When staff inquired about using this method, the County Assessor's office indicated that the County has been approached about this provision on multiple occasions, and has determined that they are not able to extend a Special Service Area levy in this manner.
- ❑ **Modify SSA boundaries to exclude corner properties with no garage access to alley.** In each proposed SSA there are three properties that are not configured with garage access from the alley. Of these six properties, five abut ends of the alleys. It is possible to exclude these five end properties from the proposed SSA while not violating the geographic contiguity requirements, and to negotiate with each property owner a one-time reduced payment, perhaps \$500, to reflect the project benefit that would accrue to these properties. This method would, to some extent, address concerns raised during earlier discussions, but would increase the project cost attributable to the properties remaining in the SSA's. This effect is illustrated for each SSA below:

SPECIAL SERVICE AREA #4



SSA #4 Boundaries As Proposed



SSA #4 Modified Boundaries

Address	E.A.V.*	Project Share	
		Proposed SSA	Modified SSA
1050 Elm	\$64,759.00	\$1,191.84	\$500.00
1044 Elm	\$131,096.00	\$2,412.72	\$2,678.44
1040 Elm	\$81,687.00	\$1,503.39	\$1,668.96
1036 Elm	\$59,838.00	\$1,101.27	\$1,222.56
1026 Elm	\$92,566.00	\$1,703.61	\$1,891.23
1020 Elm	\$134,430.00	\$2,474.08	\$2,746.56
1016 Elm	\$51,835.00	\$953.98	\$1,059.05
1010 Elm	\$102,560.00	\$1,887.54	\$2,095.42
1004 Elm	\$75,029.00	\$1,380.85	\$500.00
511 Rosewood	\$111,433.00	\$2,050.84	\$2,276.70
1041 Oak	\$131,741.00	\$2,424.59	\$2,691.62
1037 Oak	\$94,452.00	\$1,738.32	\$1,929.76
1035 Oak	\$131,598.00	\$2,421.96	\$2,688.69
1031 Oak	\$74,823.00	\$1,377.06	\$1,528.72
1025 Oak	\$64,736.00	\$1,191.42	\$1,322.63
1015 Oak	\$53,190.00	\$978.92	\$1,086.73
1011 Oak	\$59,368.00	\$1,092.62	\$1,212.95
1005 Oak	\$93,185.00	\$1,715.00	\$500.00
TOTALS	\$1,608,326.00	\$29,600.00	\$29,600.00

SPECIAL SERVICE AREA #5



SSA #5 Boundaries As Proposed



SSA #5 Modified Boundaries

Address	E.A.V.*	Project Share	
		Proposed SSA	Modified SSA
1110 Elm	\$ 110,150	\$ 2,305.65	\$ 500.00
1108 Elm	\$ 64,176	\$ 1,343.33	\$ 1,444.90
1106 Elm	\$ 82,343	\$ 1,723.60	\$ 1,853.93
1096 Elm	\$ 79,327	\$ 1,660.47	\$ 1,786.02
1086 Elm	\$ 89,590	\$ 1,875.29	\$ 2,017.09
1082 Elm	\$ 90,930	\$ 1,903.34	\$ 2,047.26
1078 Elm	\$ 86,198	\$ 1,804.29	\$ 1,940.72
1072 Elm	\$ 113,961	\$ 2,385.42	\$ 2,565.79
518 Rosewood	\$ 49,087	\$ 1,027.49	\$ 1,105.18
1111 Oak	\$ 42,575	\$ 891.18	\$ 500.00
1107 Oak	\$ 39,460	\$ 825.97	\$ 888.43
1101 Oak	\$ 80,038	\$ 1,675.35	\$ 1,802.03
1097 Oak	\$ 90,581	\$ 1,896.03	\$ 2,039.40
1087 Oak	\$ 87,461	\$ 1,830.73	\$ 1,969.16
1083 Oak	\$ 45,007	\$ 942.08	\$ 1,013.32
1077 Oak	\$ 55,259	\$ 1,156.68	\$ 1,244.14
1073 Oak	\$ 121,230	\$ 2,537.58	\$ 2,729.45
1067 Oak	\$ 88,013	\$ 1,842.28	\$ 1,981.58
1063 Oak	\$ 125,323	\$ 2,623.25	\$ 2,821.61
TOTALS	\$1,540,709.00	\$ 32,250.00	\$ 32,250.00

Recommendation:

Convene Public Hearings for Special Service Area No. 4 and Special Service Area No.5.

Attachments:

1. Public Hearing Notices
2. Map and Description of SSA No. 4
3. Map and Description of SSA No. 5
4. Ordinance M-2-2011 (SSA #4) (without exhibits)
5. Ordinance M-3-2011 (SSA #5) (without exhibits)

ATTACHMENT 1

PUBLIC HEARING NOTICES

**NOTICE OF PUBLIC HEARING
VILLAGE OF WINNETKA
PROPOSED SPECIAL SERVICE AREA NUMBER 4
Elm-Oak-Locust-Rosewood Alley Improvements**

NOTICE IS HEREBY GIVEN that on June 7, 2011, at 7:30 p.m. in the Winnetka Village Hall, 510 Green Bay Road, Winnetka, Illinois, a public hearing will be held by the Village of Winnetka (“Village”) to consider forming a special service area (the “Winnetka Special Service Area No. 4”) consisting of the real property known by the property index numbers and the approximate common street addresses described below (hereinafter collectively referred to as the “Territory”):

P.I.N.	STREET ADDRESS
05-20-110-001	1050 Elm
05-20-110-002	1044 Elm
05-20-110-003	1040 Elm
05-20-110-024	1036 Elm
05-20-110-022	1026 Elm
05-20-110-008	1020 Elm
05-20-110-009	1016 Elm
05-20-110-010	1010 Elm
05-20-110-011	1004 Elm
05-20-110-026	511 Rosewood
05-20-110-014	1041 Oak
05-20-110-015	1037 Oak
05-20-110-016	1035 Oak
05-20-110-017	1031 Oak
05-20-110-018	1025 Oak
05-20-110-019	1015 Oak
05-20-110-020	1011 Oak
05-20-110-021	1005 Oak

Winnetka Special Service Area No. 4 is to be established to provide certain public services (the “Services”) to the Territory that will supplement the services currently or customarily provided by the Village to the Territory, in particular the construction of a storm sewer, a new concrete alley, and the furnishing of all necessary labor and materials in connection therewith, and any other similar types of amenities and improvements that shall be compatible with the proposed improved plan for the Territory. The proposed Winnetka Special Service Area No. 4 is intended to improve stormwater drainage to the Territory and construct a new concrete alley to Village standards. The Services proposed to be provided in Winnetka Special Service Area No. 4 are unique and in addition to the general municipal services provided to the Village as a whole and will be for the common interests and specific benefit of the Territory.

At the hearing, consideration shall also be given to financing an amount not to exceed \$148,000.00, which is 125% of the engineer's estimate of project costs (the "Financing"). The proceeds of the Financing shall be used to pay part of the costs of the proposed Winnetka Special Service Area No. 4. The Financing is to be retired over a period not to exceed 5 years and shall bear interest at a rate not to exceed 5.00% per annum or the maximum rate permitted by law. The Financing, if issued, shall be retired by the levy of a direct tax on all taxable real property within the Territory for a maximum period of 5 years, to discharge the principal as it matures and the interest thereon, and said tax shall be in addition to all other taxes presently levied by any taxing district within the Territory.

All interested persons affected by the formation of the Winnetka Special Service Area No. 4, including, but not limited to, all persons owning taxable real property located within the Territory, will be given an opportunity to be heard regarding the formation and the boundaries of the proposed Winnetka Special Service Area No. 4, and will be given an opportunity to file objections to the formation of Winnetka Special Service Area No. 4, the issuance of Financing, and the related levy of taxes affecting the Winnetka Special Service Area No. 4.

The public hearing may be adjourned by the Village to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51 % of the electors residing within the Territory and by at least 51% of the owners of record of the land included within the Territory is filed with the Village Clerk within 60 days following the final adjournment of the public hearing objecting to the establishment of the proposed Winnetka Special Service Area No. 4, the enlargement thereof, the levy or imposition of a tax or the issuance of the Bonds for the provision of the Services to the Area, or to a proposed increase in the tax rate, then the proposed Winnetka Special Service Area No. 4 may not be created or enlarged, nor the tax levied or imposed, nor the rate increased, and the Financing may not be issued.

Dated this 5th day of May, 2011.

Robert M. Bahan, Village Clerk
Village of Winnetka, Cook County, Illinois

**NOTICE OF PUBLIC HEARING
VILLAGE OF WINNETKA
PROPOSED SPECIAL SERVICE AREA NUMBER 5
Elm-Oak-Glendale-Rosewood Alley Improvements**

NOTICE IS HEREBY GIVEN that on June 7, 2011, at 7:30 p.m. in the Winnetka Village Hall, 510 Green Bay Road, Winnetka, Illinois, a public hearing will be held by the Village of Winnetka (“Village”) to consider forming a special service area (the “Winnetka Special Service Area No. 4”) consisting of the real property known by the property index numbers and the approximate common street addresses described below (hereinafter collectively referred to as the “Territory”):

P.I.N.	STREET ADDRESS
05-20-109-001	1110 Elm
05-20-109-002	1108 Elm
05-20-109-003	1106 Elm
05-20-109-025	1096 Elm
05-20-109-027	1086 Elm
05-20-109-007	1082 Elm
05-20-109-008	1078 Elm
05-20-109-009	1072 Elm
05-20-109-024	518 Rosewood
05-20-109-013	1111 Oak
05-20-109-014	1107 Oak
05-20-109-015	1101 Oak
05-20-109-028	1097 Oak
05-20-109-017	1087 Oak
05-20-109-018	1083 Oak
05-20-109-019	1077 Oak
05-20-109-020	1073 Oak
05-20-109-021	1067 Oak
05-20-109-022	1063 Oak

Winnetka Special Service Area No. 5 is to be established to provide certain public services (the “Services”) to the Territory that will supplement the services currently or customarily provided by the Village to the Territory, in particular the construction of a storm sewer, a new concrete alley, and the furnishing of all necessary labor and materials in connection therewith, and any other similar types of amenities and improvements that shall be compatible with the proposed improved plan for the Territory. The proposed Winnetka Special Service Area No. 5 is intended to improve stormwater drainage to the Territory and construct a new concrete alley to Village standards. The Services proposed to be provided in Winnetka Special Service Area No. 5 are unique and in addition to the general municipal services provided to the Village as a whole and will be for the common interests and specific benefit of the Territory.

At the hearing, consideration shall also be given to financing an amount not to exceed \$161,250.00, which equals 125% of the engineer's estimate of project costs (the "Financing"). The proceeds of the Financing shall be used to pay part of the costs of the proposed Winnetka Special Service Area No. 5. The Financing is to be retired over a period not to exceed 5 years and shall bear interest at a rate not to exceed 5.00% per annum or the maximum rate permitted by law. The Financing, if issued, shall be retired by the levy of a direct tax on all taxable real property within the Territory for a maximum period of 5 years, to discharge the principal as it matures and the interest thereon, and said tax shall be in addition to all other taxes presently levied by any taxing district within the Territory.

All interested persons affected by the formation of the Winnetka Special Service Area No. 5, including, but not limited to, all persons owning taxable real property located within the Territory, will be given an opportunity to be heard regarding the formation and the boundaries of the proposed Winnetka Special Service Area No. 5, and will be given an opportunity to file objections to the formation of Winnetka Special Service Area No. 5, the issuance of Financing, and the related levy of taxes affecting the Winnetka Special Service Area No. 5.

The public hearing may be adjourned by the Village to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51 % of the electors residing within the Territory and by at least 51% of the owners of record of the land included within the Territory is filed with the Village Clerk within 60 days following the final adjournment of the public hearing objecting to the establishment of the proposed Winnetka Special Service Area No. 5, the enlargement thereof, the levy or imposition of a tax or the issuance of the Bonds for the provision of the Services to the Area, or to a proposed increase in the tax rate, then the proposed Winnetka Special Service Area No. 5 may not be created or enlarged, nor the tax levied or imposed, nor the rate increased, and the Financing may not be issued.

Dated this 5th day of May, 2011.

Robert M. Bahan, Village Clerk
Village of Winnetka, Cook County, Illinois

ATTACHMENT 2

MAP & DESCRIPTION

SPECIAL SERVICE AREA No. 4

PROPOSED WINNETKA SPECIAL SERVICE AREA NO. 4
Elm-Oak-Locust-Rosewood Alley Improvements

Legal Description.

That portion of land in Section 20, Township 42 North, Range 13 East of the third Principal Meridian, in the Village of Winnetka, Cook County, Illinois, described as follows: Lots 1, 2, 3, 4, 5, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19 20, and the east ½ of Lot 6, in Block 5 of Groveland Addition to Winnetka;

and

Lot 1 in Fox’s Consolidation of Lot 7 and the West ½ of Lot 6 in Block 5 of the Groveland Addition to Winnetka in Section 20, Township 42 North, Range 13 East of the third principal meridian, in the Village of Winnetka, Cook County, Illinois;

and

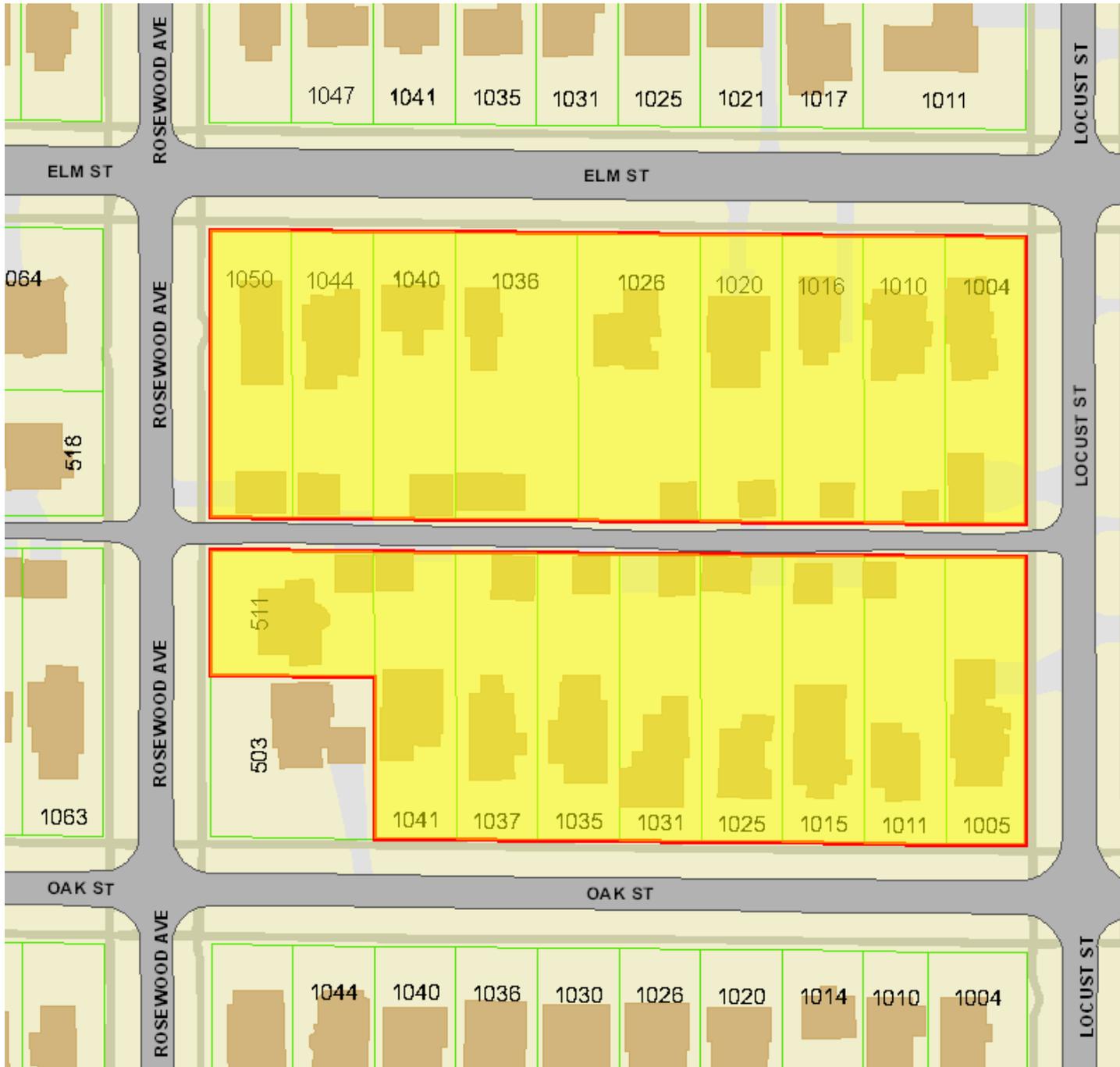
Lot 1 of the Myefski, Cook, & Cummins I Subdivision, a Resubdivision of Lots 11 and 12 in Block 5 of the Groveland Addition to Winnetka in Section 20, Township 42 North, Range 13 East of the third principal meridian, in the Village of Winnetka, Cook County, Illinois.

Common Description.

Said territory is bounded by Elm Street on the north, Oak Street on the south, Locust Street on the east, and Rosewood Avenue on the west, and consists of eighteen (18) properties which have the following common addresses:

P.I.N.	STREET ADDRESS
05-20-110-001	1050 Elm
05-20-110-002	1044 Elm
05-20-110-003	1040 Elm
05-20-110-024	1036 Elm
05-20-110-022	1026 Elm
05-20-110-008	1020 Elm
05-20-110-009	1016 Elm
05-20-110-010	1010 Elm
05-20-110-011	1004 Elm
05-20-110-026	511 Rosewood
05-20-110-014	1041 Oak
05-20-110-015	1037 Oak
05-20-110-016	1035 Oak
05-20-110-017	1031 Oak
05-20-110-018	1025 Oak
05-20-110-019	1015 Oak
05-20-110-020	1011 Oak
05-20-110-021	1005 Oak

Project Location Map



ATTACHMENT 3

MAP & DESCRIPTION

SPECIAL SERVICE AREA No. 5

PROPOSED WINNETKA SPECIAL SERVICE AREA NO. 5
Elm-Oak-Locust-Rosewood Alley Improvements

Legal Description.

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19 and 20, in Block 6 of Groveland Addition to Winnetka in Section 20, Township 42 North, Range 13 East of the third Principal Meridian, in the Village of Winnetka, Cook County, Illinois;

and

The east 30 feet of Lot 14, in Block 6 of Groveland Addition to Winnetka in Section 20, Township 42 North, Range 13 East of the third Principal Meridian, in the Village of Winnetka, Cook County, Illinois;

and

The south 77 feet of Lots 1 and 2 in Block 6 of Groveland Addition to Winnetka in Section 20, Township 42 North, Range 13 East of the third Principal Meridian, in the Village of Winnetka, Cook County, Illinois;

and

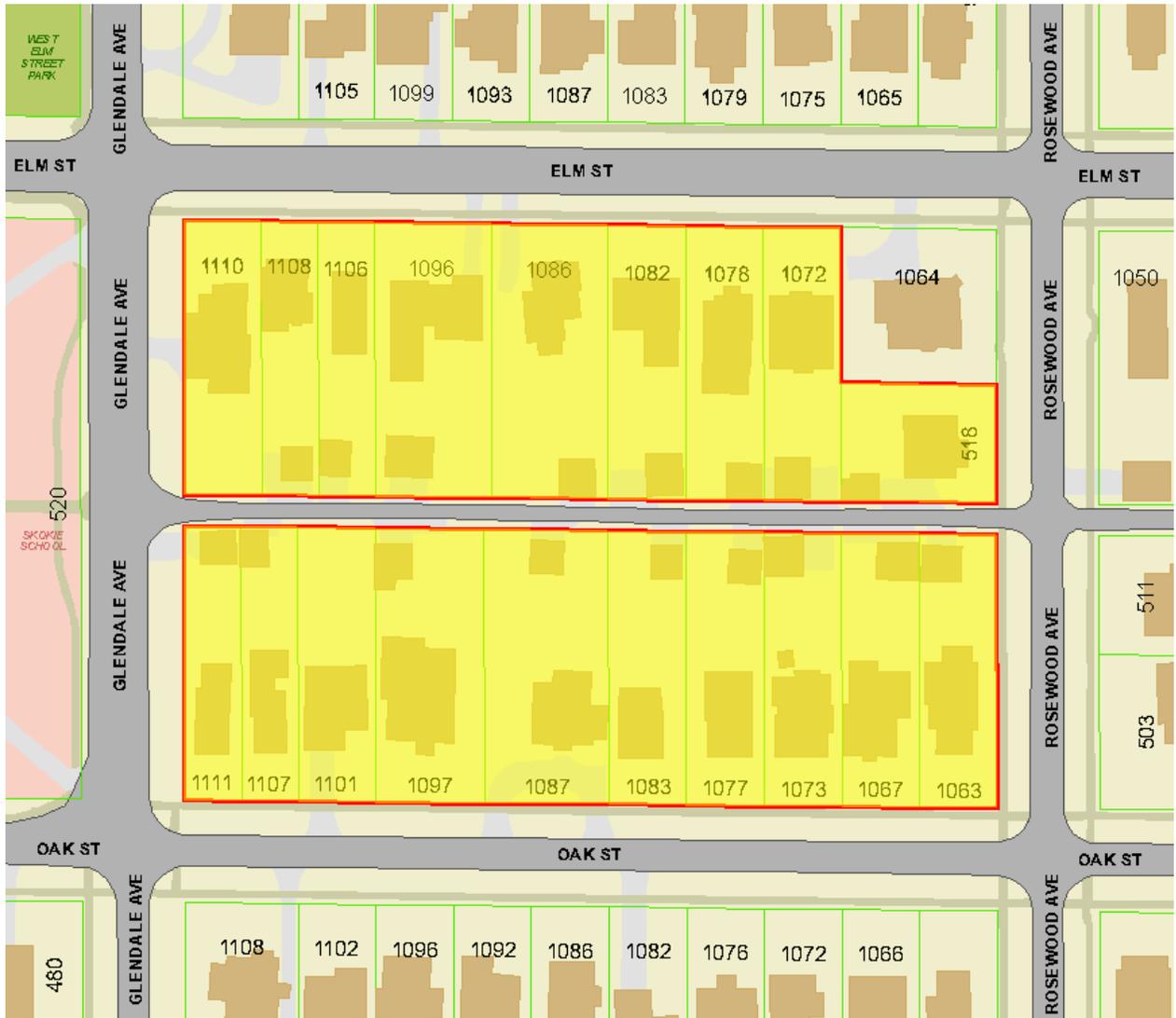
Lot 1 of Cross' Consolidation of all of Lot 13 and Lot 14 except the east 30 feet thereof in Block 6 of the Groveland Addition to Winnetka; all Section 20, Township 42 North, Range 13 East of the third Principal Meridian, in the Village of Winnetka, Cook County, Illinois.

Common Description.

Said territory is bounded by Elm Street on the north, Oak Street on the south, Glendale Avenue on the west, and Rosewood Avenue on the east, and consists of nineteen (19) properties which have the following common addresses:

P.I.N.	STREET ADDRESS
05-20-109-001	1110 Elm
05-20-109-002	1108 Elm
05-20-109-003	1106 Elm
05-20-109-025	1096 Elm
05-20-109-027	1086 Elm
05-20-109-007	1082 Elm
05-20-109-008	1078 Elm
05-20-109-009	1072 Elm
05-20-109-024	518 Rosewood
05-20-109-013	1111 Oak
05-20-109-014	1107 Oak
05-20-109-015	1101 Oak
05-20-109-028	1097 Oak
05-20-109-017	1087 Oak
05-20-109-018	1083 Oak
05-20-109-019	1077 Oak
05-20-109-020	1073 Oak
05-20-109-021	1067 Oak
05-20-109-022	1063 Oak

Project Location Map



ATTACHMENT 4
ORDINANCE M-2-2011

**AN ORDINANCE
PROPOSING THE ESTABLISHMENT OF THE
VILLAGE OF WINNETKA SPECIAL SERVICE AREA NO. 4 IN
THE VILLAGE OF WINNETKA
AND PROVIDING FOR A PUBLIC HEARING
AND OTHER PROCEDURES IN CONNECTION THEREWITH**

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 has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the public health, safety and welfare of its citizens; and

WHEREAS, it is in the public interest that a special service area (the “Winnetka Special Service Area No. 4) be established in the territory described in Exhibit B, which is attached to and made a part of this Ordinance (the “Territory”), which Territory is depicted on the map in Exhibit C, which is attached to and made a part of this Ordinance; and

WHEREAS, the Territory is a single family residential area consisting of the properties bounded by Elm Street, Oak Street, Locust Street, and Rosewood Avenue, which Territory constitutes a compact and contiguous residential territory; and

WHEREAS, the owners of the properties in the Territory have requested that the corporate authorities give consideration to the establishment of a special service area in order to provide for the construction of a storm sewer, a new concrete alley, and the construction of related appurtenances to the Area; and

WHEREAS, the public services proposed to be provided to Winnetka Special Service Area No. 4 (the “Services”) will supplement services currently or customarily provided by the Village to the Territory, in particular in connection with the alley and storm drainage infrastructure, in that the proposed Winnetka Special Service Area No. 4 is intended to improve stormwater drainage to the Territory and to construct a new concrete public alley to Village standards; and

WHEREAS, the Services proposed to be provided in Winnetka Special Service Area No. 4 are unique and in addition to the general municipal services provided to the Village as a whole and will be for the common interests and specific benefit of the Territory; and

WHEREAS, financing in an amount not to exceed \$148,000 and secured by the full faith and credit of the Territory is proposed to be provided for the purpose of paying the cost of providing the Services (“Financing”); and

WHEREAS, the Financing will be amortized over a period of not to exceed 5 years from the issuance thereof and shall bear interest at a rate or rates not to exceed five per cent (5%) per annum or the maximum rate then permitted by law; and

WHEREAS, the Financing is to be retired by the levy of a direct annual tax, sufficient to pay the interest and principal on the Financing as the same comes due, upon all taxable property within the Territory for a period of not to exceed 5 years, and the tax levied for the retirement of the Financing shall be unlimited as to the rate or amount in addition to all other taxes permitted by law; and

WHEREAS, it is in the public interest of the Village that a special service area (the “Winnetka Special Service Area No. 4”) be established in the Territory and the services to be provided to the Territory be paid for by the issuance of the Financing and the related levy of a special tax against all property located within the Territory; and

WHEREAS, the corporate authorities, having given consideration to the proposal, deem it advisable to initiate proceedings under the applicable laws of the State of Illinois in connection with such proposal; and

WHEREAS, Article VII, Section 6(i) of the Illinois Constitution provides, in pertinent part, that "the General Assembly may not deny or limit the power of home rule units ... to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services."

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

SECTION 1: The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby incorporated into this Ordinance by reference as the findings of the Council of the Village of Winnetka, as if fully set forth herein.

SECTION 2: The Village proposes the establishment of Winnetka Special Service Area No. 4 for the purpose of providing the Services within the Territory and the issuance of the Financing, together with the levy to pay therefor. Winnetka Special Service Area No. 4, if established, shall terminate not later than the 5th anniversary of the date of its establishment, unless prior to such date the Village enacts an ordinance extending the duration of the proposed Winnetka Special Service Area No. 4.

SECTION 3: A public hearing shall be held on June 7, 2011, at the Winnetka Village Hall, 510 Green Bay Road, Winnetka, Illinois, to consider the creation of Winnetka Special Service Area No. 4 for the Territory.

SECTION 4: At the public hearing, consideration will be given to borrowing an amount not to exceed \$148,000.00 (125% of the engineer's estimate of project costs), (the "Financing"). The proceeds of the Financing shall be used to pay part of the cost of the proposed Winnetka Special Service Area No. 4. The Financing is to be retired over a period not to exceed 5 years and are to bear interest at a rate not to exceed 5.00% per annum. The Financing, if issued, shall be retired by the levy of a direct tax on all taxable real property within the Territory to discharge the principal as it matures and the interest thereon, and said tax shall be in addition to all other taxes presently levied by any taxing district within the Territory.

SECTION 5: The notice of public hearing ("Notice") shall be published at least once not less than 15 days prior to the public hearing in the Winnetka Talk, a newspaper in general circulation in the Village. In addition, notice by mailing shall be given by depositing the Notice in the United States mail, addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Winnetka Special Service Area No. 4. The Notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the Notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of such property. The notice shall be in substantially the form as set forth in Exhibit A, which is attached to and made a part of this Ordinance.

SECTION 6: Every section and provision of this Ordinance shall be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of any other portion of this Ordinance

SECTION 7: This Ordinance is passed by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 8: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

PASSED this 26th day of April, 2011, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 26th day of April, 2011.

Signed:

Village President

Countersigned:

Village Clerk

Introduced: April 7, 2011

Posted: April 8, 2011

Passed and Approved: April 26, 2011

Posted:

ATTACHMENT 5

ORDINANCE M-3-2011

**AN ORDINANCE
PROPOSING THE ESTABLISHMENT OF THE
VILLAGE OF WINNETKA SPECIAL SERVICE AREA NO. 5 IN
THE VILLAGE OF WINNETKA
AND PROVIDING FOR A PUBLIC HEARING
AND OTHER PROCEDURES IN CONNECTION THEREWITH**

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 has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the public health, safety and welfare of its citizens; and

WHEREAS, it is in the public interest that a special service area (the “Winnetka Special Service Area No. 5) be established in the territory described in Exhibit B, which is attached to and made a part of this Ordinance (the “Territory”), which Territory is depicted on the map in Exhibit C, which is attached to and made a part of this Ordinance; and

WHEREAS, the Territory is a single family residential area consisting of the properties bounded by Elm Street, Oak Street, Glendale Avenue, and Rosewood Avenue, which Territory constitutes a compact and contiguous residential territory; and

WHEREAS, the owners of the properties in the Territory have requested that the corporate authorities give consideration to the establishment of a special service area in order to provide for the construction of a storm sewer, a new concrete alley, and the construction of related appurtenances to the Area; and

WHEREAS, the public services proposed to be provided to Winnetka Special Service Area No. 5 (the “Services”) will supplement services currently or customarily provided by the Village to the Territory, in particular in connection with the alley and storm drainage infrastructure, in that the proposed Winnetka Special Service Area No. 5 is intended to improve stormwater drainage to the Territory and to construct a new concrete public alley to Village standards; and

WHEREAS, the Services proposed to be provided in Winnetka Special Service Area No. 4 are unique and in addition to the general municipal services provided to the Village as a whole and will be for the common interests and specific benefit of the Territory; and

WHEREAS, financing in an amount not to exceed \$161,250 and secured by the full faith and credit of the Territory is proposed to be provided for the purpose of paying the cost of providing the Services (“Financing”); and

WHEREAS, the Financing will be amortized over a period of not to exceed 5 years from the issuance thereof and shall bear interest at a rate or rates not to exceed five per cent (5%) per annum or the maximum rate then permitted by law; and

WHEREAS, the Financing is to be retired by the levy of a direct annual tax, sufficient to pay the interest and principal on the Financing as the same comes due, upon all taxable property within the Territory for a period of not to exceed 5 years, and the tax levied for the retirement of the Financing shall be unlimited as to the rate or amount in addition to all other taxes permitted by law; and

WHEREAS, it is in the public interest of the Village that a special service area (the “Winnetka Special Service Area No. 5”) be established in the Territory and the services to be provided to the Territory be paid for by the issuance of the Financing and the related levy of a special tax against all property located within the Territory; and

WHEREAS, the corporate authorities, having given consideration to the proposal, deem it advisable to initiate proceedings under the applicable laws of the State of Illinois in connection with such proposal; and

WHEREAS, Article VII, Section 6(i) of the Illinois Constitution provides, in pertinent part, that "the General Assembly may not deny or limit the power of home rule units ... to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services."

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SECTION 1: The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby incorporated into this Ordinance by reference as the findings of the Council of the Village of Winnetka, as if fully set forth herein.

SECTION 2: The Village proposes the establishment of Winnetka Special Service Area No. 5 for the purpose of providing the Services within the Territory and the issuance of the Financing, together with the levy to pay therefor. Winnetka Special Service Area No. 5, if established, shall terminate not later than the 5th anniversary of the date of its establishment, unless prior to such date the Village enacts an ordinance extending the duration of the proposed Winnetka Special Service Area No. 5.

SECTION 3: A public hearing shall be held on May 3, 2011, at the Winnetka Village Hall, 510 Green Bay Road, Winnetka, Illinois, to consider the creation of Winnetka Special Service Area No. 4 for the Territory.

SECTION 4: At the public hearing, consideration will be given to borrowing an amount not to exceed \$161,250.00 (125% of the engineer's estimate of project costs), (the "Financing"). The proceeds of the Financing shall be used to pay part of the cost of the proposed Winnetka Special Service Area No. 5. The Financing is to be retired over a period not to exceed 5 years and are to bear interest at a rate not to exceed 5.00% per annum. The Financing, if issued, shall be retired by the levy of a direct tax on all taxable real property within the Territory to discharge the principal as it matures and the interest thereon, and said tax shall be in addition to all other taxes presently levied by any taxing district within the Territory.

SECTION 5: The notice of public hearing ("Notice") shall be published at least once not less than 15 days prior to the public hearing in the Winnetka Talk, a newspaper in general circulation in the Village. In addition, notice by mailing shall be given by depositing the Notice in the United States mail, addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Winnetka Special Service Area No. 5. The Notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the Notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of such property. The notice shall be in substantially the form as set forth in Exhibit A, which is attached to and made a part of this Ordinance.

SECTION 6: Every section and provision of this Ordinance shall be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of any other portion of this Ordinance

SECTION 7: This Ordinance is passed by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 8: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

PASSED this 26th day of April, 2011, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 26th day of April, 2011.

Signed:

Village President

Countersigned:

Village Clerk

Introduced: April 7, 2011

Posted: April 8, 2011

Passed and Approved: April 26, 2011

Posted:

AGENDA REPORT

Subject: Bids, Diesel Engine Catalyst Units

Prepared by: Brian Keys, Director Water & Electric

Ref: February 15, 2011 Budget Presentation

Date: June 1, 2011

The Water & Electric Department requested bids (Bid No. 011-016) for the material and construction services required to install the emission catalysts and controls required to meet federal requirements for compression ignited (diesel) engines. Two diesel engines located at the electric plant are subject to a USEPA final ruling published in March, 2010. Under the federal ruling, the diesel engines are required to have a crankcase filtration system and achieve a 70% reduction in carbon monoxide emissions by May, 2013.

The work scope includes installation of an oxidation catalyst unit, closed crankcase ventilation system, monitoring controls, and replacement of the exhaust silencer on each of the two diesel generators located at the electric plant. Staff also requested replacement of one deteriorated exhaust expansion joint in the area adjacent to one of the catalyst units. Construction activities are planned for October through December 2011. This is the earliest timeframe that the units can be taken out of service with concurrence of IMEA following the summer generation period. This also provides added schedule contingency to insure compliance by the May 2013 deadline. In the event that the units are not retrofitted by the May 2013 deadline, the Village's receipt of IMEA capacity credits for the diesel engines would be in jeopardy. The Electric Department has received a Construction Permit from the Illinois EPA for the project.

The bid notice was published in the Winnetka Talk and notices were sent to the OEM engine manufacture, various contractors, and catalyst manufacturers. The following companies submitted proposals:

Company Name	Bids ⁽¹⁾
Farabee Mechanical Inc.	\$349,400.00
Independent Mechanical Industries, Inc.	\$364,117.00
ProEnergy Services LLC	\$387,912.87
Fairbanks Morse Engine	\$487,410.00

Note (1): Bids include replacement of expansion joint

Upon receipt of the bids, the submittals were evaluated by both staff and the Village's design firm, BHMG. The low bidder, Farabee Mechanical located in Hickman, Nebraska, failed to submit the Prevailing Wage Certification and Compliance Affidavit. Although a smaller component of the project, the contractor failed to identify the subcontractor that will be handling the electrical requirements and requested recommendations from the Village. Finally, limited information was provided on the qualifications of the workforce that would be used to complete the project.

The next lowest bidder, Independent Mechanical Industries, provided all information and submittals required by the bid document. The contractor has previously performed work for the Water & Electric Department in a satisfactory manner. As a result, both staff and BHMG are recommending award of the bid to the lowest qualified bidder, Independent Mechanical Industries.

There is \$300,000 in the FYE 2012 budget (Account #50-45-640-206) for installation of the emission controls. When the FYE 2012 budget was proposed, design engineering for the catalyst project was in progress. It was subsequently identified that the existing external exhaust silencers would need to be removed or replaced to permit the appropriate backpressure levels on the catalyst units. In order to maintain the same sound level as currently exists, new exhaust silencers are required. This was not anticipated during the budgeting process and added approximately \$55,000 to the project's overall cost. Replacement of the identified expansion joint at a cost of \$1,605 is to be funded from the Diesel Engine Maintenance Commodities (Account #50-41-540-224).

In order to insure that the Electric Department's budget is not exceeded, staff has identified the following offsets:

- Delay installation of a boiler feedwater demineralizer at the Electric Plant, \$48,000.
- Expansion joint (\$1,605) is to be funded from Diesel Engine Maintenance account.
- Purchase of a spare substation circuit breaker was \$15,522 below budgeted amount.
- Purchase of replacement pole trailer was \$3,748 below budgeted amount.
- Purchase of replacement load buster tools was \$3,112 below budgeted amount.

In combination, these items offset the project's higher cost as it compares to the original plan.

Recommendation:

Consider authorizing the Village Manager to award a contract to Independent Mechanical Industries in an amount not to exceed \$364,117 for the installation of emission controls and associated equipment on the diesel generators in accordance with Bid No. 011-016.

AGENDA REPORT

TO: Village Council
PREPARED BY: Ed McKee, Finance Director
DATE: May 18, 2011
SUBJECT: Village Vehicle Sticker Design

Until about 10 years ago, the Village of Winnetka utilized a standard vehicle sticker design of the Village Seal (the sun rising over the lake) along with the word “Winnetka”.

Since 2001, the Village has selected other organizations to be displayed on the Village vehicle sticker. While this has been a nice way to recognize local organizations, the number of organizations wanting to be featured has grown. It now takes a fair amount of effort to communicate with and keep track of organizations that are interested, especially given the loss of clerical support staff in the finance department. Also, selecting among competing organizations can place the Council in an awkward position.

The following organizations have been recognized in the recent past:

	Approved
2012	Cenotaph (to recognize rehabilitation)
2011	Community House (100 th)
2010	Hadley School for the Blind (90 th)
2009	Children’s Theater of Winnetka (35 th)
2008	Winnetka Woman’s Club (100 th)
2007	Request – Winnetka Public School Nursery (80 th)
2006	Music Institute of Chicago (75 th)
2005	Winnetka Historical Society (log cabin)
2004	Winnetka Park District Centennial

As indicated last year, I have surveyed nearby communities and three general approaches are used to select a vehicle sticker design for nearby Villages: 1) the same design most years, 2) using community input (like in Winnetka), or 3) a contest with the schools.

In talking with a few other finance directors in the area, there is a strong preference for either using the same design every year or working with the schools to set the design. When the sticker design is based on broad community input, it tends to consume more staff time and can be more difficult to administer.

Given that the Village operations are likely to be disrupted over the next two years while repairs are made to Village Hall, I would like to firm up the vehicle sticker design at this time. This will limit staff time spent on this issue during a critical time in our operations.

Staff would propose that for 2013, the Village Hall be featured on the vehicle sticker to reflect the recent investments in restoring the facility. For 2014, staff would propose updating a standard vehicle sticker design that can be used most years.

For 2015 and thereafter, I would like to consider exploring a program whereby the Village would produce a vehicle sticker based on a winning design from a student in the community. This would allow the students and schools to become more involved in local government. The Village could rotate between Crow Island, Greeley, Hubbard Woods, Skokie, Washburne, New Trier, North Shore Country Day, Sacred Heart, and Saints Faith, Hope and Charity schools.

Recommendation:

Provide policy direction to the staff the Village vehicle sticker designs for 2013, 2014, and beyond.

As of 4.12.2011, the following designs have been utilized (items in italics are requests made to the Village that have not been approved):

Year	Design
2016	
2015	
2014	Staff suggestion: Village Seal – to create a standard default design to be used in most years.
2013	Staff suggestion: Village Hall - to commemorate remodeling taking place in 2011 and 2012. Open Vehicle Sticker Requests <i>Winnetka Community Nursery School (1944)</i> <i>North Shore Art League (1924)</i> <i>Willow Wood Preschool (40th would be in 2012)</i> <i>Junior League of Evanston – North Shore (85th 2009)</i> <i>Winnetka Public Schools Foundation (1995)</i> <i>Winnetka Loins for Early Childhood</i>
2012	Cenotaph
2011	Community House – 100 th ann.
2010	Hadley School for the Blind
2009	Children’s Theater of Winnetka (35 th)
2008	Winnetka Woman’s Club (100 th)
2007	Request – Winnetka Public School Nursery (80 th)
2006	Music Institute of Chicago (75 th)
2005	Winnetka Historical Society (log cabin)
2004	Winnetka Park District Centennial
2003	Winnetka Community House Centennial
2002	Standard Village Design
2001	New Trier Centennial
2000 - 1998	Standard Village Design

AGENDA REPORT

SUBJECT: **Corner Cooks Street Use Request**

PREPARED BY: Katherine S. Janega, Village Attorney

DATE: June 1, 2011

Corner Cooks has submitted a special event permit application seeking to use two parking spaces on Chestnut Street in front of Jerry's/Corner Cooks on the evening of Saturday, June 17, 2011, from approximately 5:00 p.m. to 8:30 p.m., to allow Corner Cooks to park a large meat smoker containing smoked loins that will be served in the restaurant over the course of the evening.

In October 2010, with Village Council approval, Corner Cooks held a virtually identical pig roast, the only difference being that the current proposal is for a Friday evening in June rather than a Saturday evening in October. The time of the event and the number and location of the parking spaces are the same, as is the way the spaces will be used. There were no reported incidents linked to the October 2010 event.

As described by Betsy Simson, the president and owner of Corner Cooks, the meat will again be provided by Al's Meats in Wilmette. An employee of Al's will prepare the smoked loins in Wilmette and then transport them to Corner Cooks in the same meat smoker. As in 2010, Corner Cooks would cordon off two parking spaces on Chestnut Street adjacent to the restaurant, where it will place the smoker and allow the smoked loins to "rest." The meat will be brought into the restaurant to be carved, and it will be served in the restaurant's normal indoor and outdoor seating areas. The smoker would remain on the street to continue to cool down.

The proposed use of the street is considered a "special service" under the Village's special events ordinance, and has thus triggered that application process. In addition, although special event permits are usually handled administratively, this particular request also requires Village Council approval because Section 12.04.070 of the Village Code prohibits the use of any public street or sidewalk for any business purpose without "specific prior approval of the Council."

The Fire Chief has reviewed the request and finds the proposed location acceptable, provided that, as in 2010, it is sufficiently blocked off and monitored to prevent curious onlookers from touching the smoker.

A copy of Corner Cooks' application is attached.

Recommendation:

- 1) Consider approving Corner Cooks' request, as described above.

From: [Betsy Simson](#)
To: [Kathie Scanlan](#)
Subject: request for special permit
Date: Friday, May 13, 2011 11:31:14 AM
Attachments: [PastedGraphic-1.tiff](#)
[ATT00001.txt](#)

To Whom It May Concern:

As we did last year for a fall event, we would like to have a Father's Day Eve special event. We propose to have Joe from Al's Market in Winnetka come here with his smoker in which he has smoked a strip loin.

We will have 3 loins which will be available as a dinner special at Jerry's.

Clients may pre-order or simply order that evening.

We would like to pull up right in front of the restaurant as last year.

The loin will be completely cooked when he arrives.

Please add our name to the meeting so we may obtain permission.

Thank you.

betsy simson

cornercooks.com

owner/director

corner cooks and jerry's

507 chestnut st.

winnetka, il 60093

847 441 0134

Village of Winnetka

SPECIAL EVENT PERMIT APPLICATION

FOR OFFICE USE ONLY

Permit No. 11-2921 Date of Application: 19 May 2011

Description of Application and License: This Application is made pursuant to the provisions of Chapter 5.66 of the Winnetka Village Code, Special Event Permits and Fees, which regulates Special Events within the Village of Winnetka.

A Special Event Permit is required for any event held on public or private property that is not open to the general public, affects the ordinary use of public streets, rights-of-way or sidewalks and requires the extraordinary use of Village personnel, equipment or property as defined in Section 5.66.020 of the Winnetka Village Code.

Instructions: This application must be completed in its entirety and submitted at least 15 days prior to the event to the Chief of Police, Winnetka Police Department, 410 Green Bay Road, Winnetka, IL 60093.

Required Attachments: A permit will not be issued without the following required attachments:

- Permit Fee:** If applicable, the rates for the use of Village personnel, equipment and public property shall be established by the Village Manager, based upon the fee formulas established in Section 5.66.050 of the Winnetka Village Code, plus a non-refundable administrative charge equal to ten (10) percent of such costs.
- Certificate of Insurance:** The certificate of insurance shall be in an amount of not less than five million dollars (\$5,000,000.00) general liability, including bodily injury, property damage and automobile liability, naming the Village of Winnetka as an additional insured, as follows: **"The Village of Winnetka, its corporate authorities, officers, boards, commissions, employees, attorneys, agents and representatives are made additional insured with respect to any and all claims which arise out of, or are in any way related to, the operations of described special event while present in the Village of Winnetka."** A letter shall accompany the certificate of insurance from the insurer stating that there are no outstanding claims against the policy.
- Indemnification and Hold Harmless Agreement:** Agreement in which the applicant and/or sponsor of the special event agrees to defend and hold the Village, its officers, employees and agents, harmless from any loss, damage, expense, claim and cost of every nature and kind whatsoever, including attorney's fees, arising out of or in connection with applicant's use of the public property, public right-of-way, public equipment or public personnel at, during or in conjunction with the special event described in the permit.

To determine if a special event permit is required, please answer the following questions:

1. Is the event not-for-profit? NO
2. Is the event an annual, community-wide activity? NO
3. Is the event open to the general public without charge? NO
4. If there are more than 50 people expected to attend, is there adequate off-street parking available? YES
5. The event will not require the use of Village personnel, equipment or property. NO
6. The event will not require traffic or crowd control. NO

If the answers to ALL of the above are yes a special event permit is not required.

If the answer to any of the above is no a special event permit MAY be required. Please contact the Police Department and ask for the Records Section for further assistance.

7. Will alcoholic beverages be served on the premises? YES
8. Will any food or beverages be served at the event? YES

If yes to question #7 and a Special Event Permit is required for an event sponsored by a not-for-profit organization and alcoholic beverages will be served on the premises, a Class C Special Event liquor license MAY be required. Please contact the Village Manager's office at 847-716-3541 for further assistance.

If yes to question #8 and a Special Event Permit is required, a temporary foodservice application may be required? Please contact Village Sanitarian at 847-716-3521 for further assistance.

I. APPLICANT INFORMATION (GROUPS, ORGANIZATIONS, ETC.)

1. Sponsoring Organization: Corner Cooks / Jerry's
Address: 505 Chestnut St
City, State: Winnetka IL Phone: 441-0134
2. Name of contact person: BETSY SIMSON
Address: 505-507 CHESTNUT
City, State: WINNETKA Phone: 441-0134

II. APPLICANT INFORMATION (INDIVIDUAL APPLICANT)

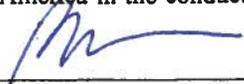
1. Full Name: _____
2. Home Address: _____
3. Home Phone Number: _____

III. SPECIAL EVENT INFORMATION

1. Date(s) of Event: SAT JUNE 17th
2. Time: 5-8:30 PM Duration of Event: 3 1/2 HOURS
3. Location of Event: 505-507 Chestnut - 2 PARKING PLACES WEST OF ENTRANCES
4. Name of Special Event: BEEF ROAST
5. Estimated Number of Attendees/Participants: 30
6. Describe Nature of Special Event: STRIP LOINS WILL BE COOKED OFF PREMISE - EVENT COORDINATED W/AL'S MEATS WILMETTE. WE NEED 2 PARKING SPOTS AT ENTRANCE FOR VEHICLE.
7. Describe Village Services, Equipment or Personnel Requested: JUST NEED TO CORDON OFF AREA BECAUSE SMOKER WILL STILL BE ~~BE~~ WARM.
8. Describe Parking or Traffic Control Requested: " "

III. AFFIDAVIT OF APPLICANT

I, the undersigned applicant, or authorized agent thereof, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Winnetka to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of Chapter 5.66 of the Winnetka Village Code and any additional regulations, conditions or restrictions set forth in the permit and to comply with the laws of the Village of Winnetka, the State of Illinois and the United States of America in the conduct of the Special Event described herein.



Signature of Applicant
Date: 5/19/2011

**SPECIAL EVENT
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

I, Betsy Simson, an individual, or as the authorized agent of the sponsor of the Special Event, do hereby agree to defend and hold the Village of Winnetka, its officers, employees and agents, harmless from any loss, damage, expense, claim and cost of every nature and kind whatsoever, including attorney's fees, arising out of or in connection with applicant's use of the public property, public right-of-way, public equipment or public personnel at, during or in conjunction with the special event described in the application for Special Event Permit submitted May 19, 2011.

Special Event: BEEF ROAST

Date of Event: 6/17/2011

[Signature]
Signature

Betsy Simson
Print Name

847-441-0134
Phone Number

Date: 5/19/2011

State Of Illinois)
) SS
County Of Cook)

Subscribed and sworn to by me
this 19th day of May, 2011

[Signature]
Notary Public

[SEAL]

