



1200 Wilmette Avenue
WILMETTE, ILLINOIS 60091-0040

**AGENDA FOR THE REGULAR MEETING OF THE
PRESIDENT AND BOARD OF TRUSTEES**

Village Board Council Chambers

Tuesday, July 25, 2017
7:30 p.m.

1.0 ROLL CALL

2.0 PUBLIC COMMENT

3.0 CONSENT AGENDA

(The matters listed for consideration on the Consent Agenda are items of routine business, land use items coming to the Village Board with a positive recommendation from a hearing body, and other items that appear to have the unanimous support of the Board of Trustees. The Village President will inquire if any member of the Board or member of the public wishes to discuss any item on the Consent Agenda. If such a request is made, the matter will be removed from the Consent Agenda and will be taken up by the Village Board in the order shown. Thereafter, the Village President will request a motion and second for passage of all remaining items listed. The resulting roll call vote on the Consent Agenda will be applicable to each remaining agenda item. Any item removed from the Consent Agenda is subject to a five-minute time limit). Any agenda item beginning with a 3 is on the Consent Agenda.

3.1 Approval of minutes of the Regular Board meeting held July 11, 2017.

LAND USE COMMITTEE CONSENT AGENDA

3.2 Presentation of minutes of the Appearance Review Commission meeting held June 5, 2017.

3.3 Presentation of minutes of the Plan Commission meeting held June 6, 2017.

3.4 Presentation of minutes of the Land Use Committee meeting held July 26, 2016.

3.5 Presentation of minutes of the Land Use Committee meeting held December 12, 2016.

- 3.6 Presentation of minutes of the Zoning Board of Appeals meeting held June 21, 2017.
- 3.7 Introduction of Ordinance #2017-O-44 amending Chapter 20, Article 16 of the Village Code Sign Ordinance.
- 3.8 REQUEST TO REMAND BACK TO THE ZONING BOARD OF APPEALS MEETING SEPTEMBER 19, 2017 - Zoning Board of Appeals Report, Case #2017-Z-31, 808 Linden Avenue (St. Francis Xavier School) regarding a request for a special use and variations to permit the construction of a two-story addition.
- 3.9 REQUEST TO TABLE TO AUGUST 22, 2017 REGULAR VILLAGE BOARD MEETING - Plan Commission Report, Case #2017-P-03, 730 Romona Road regarding a request for tentative plat approval for a two-lot subdivision.

FINANCE COMMITTEE CONSENT AGENDA

- 3.10 Adoption of Resolution #2017-R-19 declaring the Village of Wilmette's official intent to reimburse certain capital expenditures from the proceeds of future debt issues.

ADMINISTRATION COMMITTEE CONSENT AGENDA

- 3.11 Presentation of minutes of the Transportation Commission meeting held December 15, 2016.
- 3.12 Recommendation of appointment of Cameron Krueger to the Board of Fire and Police Commissioners from July 25, 2017 to July 25, 2020-Waiver of rules; Appointment of Cameron Krueger to the Board of Fire and Police Commissioners from July 25, 2017 to July 25, 2020.
- 3.13 Notice of vacancy on the Electrical Commission due to the resignation of Michael McGreal.
- 3.14 Recommendation of appointment of Benjamin Wozney to the Electrical Commission from August 22, 2017 to August 22, 2021.

MUNICIPAL SERVICES COMMITTEE CONSENT AGENDA

- 3.15 Approval of contract in the amount of \$38,900 with McCann Industries, Inc., Addison, IL for purchase of asphalt roller and trailer.
- 3.16 Approval of contract in the amount not to exceed \$32,700 with Hutchinson Design Group, Ltd., Barrington, IL for professional design and project management services associated with the Village Hall roof replacement project.

- 3.17 Approval of contract in the amount not to exceed \$129,535 with RJN, Wheaton, IL for smoke testing services.
- 3.18 Approval of contract in the amount not to exceed \$49,385 with Stantec, Chicago, IL for Supplemental Analysis of the Separate Storm Sewer System Study.
- 3.19 Introduction of Ordinance #2017-O-43 amending Chapter 15 of the Village Code concerning encroachments in public easements.
- 3.20 Adoption of Resolution #2017-R-18 approving a Local Agency Agreement for Federal participation Preliminary Engineering Services Agreement for Federal participation for the Locust Road Improvements, Phase II design services.

JUDICIARY COMMITTEE CONSENT AGENDA

- 3.21 Adoption of Resolution #2017-R-20 approving a third amendment to the ground lease between the Village of Wilmette and New Cingular Wireless PCS, LLC.

4.0 REPORTS OF OFFICERS:

- 4.1 Recognition of Deputy Chief Tom Robertson for his service to the Village.
- 4.2 Recognition of Fire Chief Michael McGreal for his service to the Village.
- 4.3 Promotion of Michael Scheetz to Lieutenant, James Bentz to Duty Chief and Robert Brill to Deputy Chief.
- 4.4 Appointment of Benjamin Wozney as Chief of the Wilmette Fire Department effective August 3, 2017.

5.0 REPORT OF LIQUOR CONTROL COMMISSIONER:

6.0 STANDING COMMITTEE REPORTS:

- 6.1 **LAND USE STANDING COMMITTEE REPORT**
All items listed on the Consent Agenda
- 6.2 **FINANCE STANDING COMMITTEE REPORT**
All items listed on the Consent Agenda
- 6.3 **ADMINISTRATION STANDING COMMITTEE REPORT**
All items listed on the Consent Agenda

6.4 MUNICIPAL SERVICES STANDING COMMITTEE REPORT

All items listed on the Consent Agenda

6.5 PUBLIC SAFETY STANDING COMMITTEE REPORT

All items listed on the Consent Agenda

6.6 JUDICIARY STANDING COMMITTEE REPORT

All items listed on the Consent Agenda

6.7 REPORTS FROM SPECIAL COMMITTEES

7.0 NEW BUSINESS

8.0 MATTERS REFERRED TO STANDING COMMITTEES

8.1 Review text amendments to the Zoning Ordinance.

8.2 Review adding group homes for private school students as a permitted or special use in the residential zoning districts.

8.3 Review Westlake Plaza Local Sign Ordinance regulations

9.0 ADJOURNMENT

7/11/17

Not yet approved



**MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD
OF TRUSTEES OF THE VILLAGE OF WILMETTE, ILLINOIS HELD IN THE
COUNCIL ROOM OF SAID VILLAGE HALL, 1200 WILMETTE AVENUE,
WILMETTE, ILLINOIS ON TUESDAY, JULY 11, 2017.**

The Village President called the meeting to order at 7:31 p.m.

1.0 ROLL CALL

Trustees	Julie Wolf Senta Plunkett Kathy Dodd Stephen M. Leonard
President	Bob Bielinski
Absent	Daniel E. Sullivan, Jr. Joel Kurzman
Staff Present:	Timothy J. Frenzer, Village Manager Michael Braiman, Assistant Village Manager Jeffrey M. Stein, Corporation Counsel John Adler, Director of Community Development

2.0 PUBLIC COMMENT

Allyson Haut, 523 Maple Avenue, said she is Co-President of the League of Women Voters of Wilmette. She noted that two weeks ago the Village Board voted to opt out of the Cook County Minimum Wage and Paid Sick Leave Requirement. The Village Board also committed to studying the issues at the Board Committee levels and she said the League of Women Voters and the community continue to be interested in these issues and would like to be updated by the Village Board.

3.0 CONSENT AGENDA

Trustee Wolf moved approval of the Consent Agenda as follows:

3.1 Approval of minutes of the Regular Board meeting held June 27, 2017.

LAND USE COMMITTEE CONSENT AGENDA

- 3.2** Presentation of minutes of the Zoning Board of Appeals meeting held June 7, 2017.
- 3.3** Adoption of Resolution #2017-R-17 granting final plat approval of a two-lot subdivision of the property located at 511 and 515 Pinecrest Lane in accordance with the plat.
- 3.4** Zoning Board of Appeals Report, Case #2017-Z-28, 1300 Sheridan Road regarding a request for a 642.25 square foot (24.95%) front yard impervious surface coverage variation and a variation to permit parking spaces in a required front yard to allow the expansion of the existing legal non-conforming driveway in accordance with the plans submitted-
REQUEST TO TABLE TO AUGUST 22, 2017 REGULAR VILLAGE BOARD MEETING.
- 3.5** REMOVE FROM TABLE - Zoning Board of Appeals Report, Case #2017-Z-23, 701 Lake Avenue regarding a request for a 613.98 square foot (6.44%) lot coverage variation and a 24.83' rear yard setback variation to permit the construction of a one-story attached garage addition and new front porch in accordance with the plans submitted –
REQUEST TO TABLE TO AUGUST 22, 2017 REGULAR VILLAGE BOARD MEETING.
- 3.6** Zoning Board of Appeals Report, Case #2017-Z-29, 447 Sandy Lane regarding a request for a 2.0' fence height variation and a fence openness variation to permit a 6.0' tall solid fence in a side yard adjoining a street (Wilmette Avenue) in accordance with the plans submitted; adoption of Ordinance #2017-O-41.
- 3.7** Zoning Board of Appeals Report, Case #2017-Z-30, 424 Lake Avenue regarding a request for a 120.95 square foot (22.4%) rear yard pavement impervious surface coverage variation to permit the expansion of the existing legal non-conforming driveway in accordance with the plans submitted; adoption of Ordinance #2017-O-42.

FINANCE COMMITTEE CONSENT AGENDA

- 3.8** Approval of June 2017 Disbursement Report.

ADMINISTRATION COMMITTEE CONSENT AGENDA

- 3.9** Appointment of John Kann to "Housing Our Own Wilmette" Board of Directors.

MUNICIPAL SERVICES COMMITTEE CONSENT AGENDA

- 3.10** Presentation of minutes of the Municipal Services Committee meeting held May 3, 2017.
- 3.11** Approval of contract in the amount of \$22,215 with BioGX, Birmingham, AL for the purchase of beach sample testing kits.
- 3.12** Approval of contract in the amount not to exceed \$59,500 with Baxter & Woodman, Consulting Engineers, Chicago, IL for Engineering permit review and inspection services.
- 3.13** Approval of contract in the amount of \$2,556,995.44 with Abbey Paving & Sealcoating Company, Inc., Aurora, IL for the Public Works Yards Improvements Project.

Trustee Plunkett seconded the motion. Voting yes: Trustees Wolf, Plunkett, Dodd, Leonard and President Bielinski. The motion carried.

4.0 REPORTS OF OFFICERS:

President Bielinski said staff sent out communications to the Trustees regarding questions for the Village to study regarding the Cook County minimum wage and paid sick leave ordinances as well as the ongoing stormwater study.

Village Manager Timothy Frenzer thanked all the residents who attended the first Music on the Green concert and encouraged residents to attend the next concert scheduled for Tuesday, July 18, 2017.

There was no report from Corporation Counsel.

5.0 REPORT OF LIQUOR CONTROL COMMISSIONER:

No Report

6.0 STANDING COMMITTEE REPORTS:

- 6.1 LAND USE STANDING COMMITTEE REPORT**
All items listed on the Consent Agenda
- 6.2 FINANCE STANDING COMMITTEE REPORT**
All items listed on the Consent Agenda
- 6.3 ADMINISTRATION STANDING COMMITTEE REPORT**
All items listed on the Consent Agenda

6.4 MUNICIPAL SERVICES STANDING COMMITTEE REPORT
All items listed on the Consent Agenda

6.5 PUBLIC SAFETY STANDING COMMITTEE REPORT
No Report

6.6 JUDICIARY STANDING COMMITTEE REPORT
No Report

6.7 REPORTS FROM SPECIAL COMMITTEES
No Reports

7.0 NEW BUSINESS

No Report

8.0 MATTERS REFERRED TO STANDING COMMITTEES

8.1 Review text amendments to the Zoning Ordinance.

8.2 Review adding group homes for private school students as a permitted or special use in the residential zoning districts.

8.3 Review the Sign Ordinance.

8.4 Review Westlake Plaza Local Sign Ordinance regulations

9.0 ADJOURNMENT

Trustee Dodd moved to adjourn the meeting at 7:43 p.m., seconded by Trustee Leonard. All voted aye, the motion carried.

Barbara L. Hirsch
Deputy Village Clerk



VILLAGE OF WILMETTE

1200 Wilmette Avenue
WILMETTE, ILLINOIS 60091-0040

MEETING MINUTES

APPEARANCE REVIEW COMMISSION

MONDAY, JUNE 5, 2017

7:30 P.M.

SECOND FLOOR TRAINING ROOM

Members Present: William Bradford, Chairman
Nada Andric
Daniel Elkins
Mason Miller
Craig Phillips
Carrie Woleben-Meade

Members Absent: None

Guests: James Waite, 1618 Sheridan Road
Dan Carpenter, 921 Oxford Lane

Staff Present: Lucas Sivertsen, Business Development Coordinator

I. CALL TO ORDER

Chairman Bradford called the meeting to order at 7:30 p.m.

II. APPROVAL OF MINUTES; APPEARANCE REVIEW COMMISSION MEETING OF MAY 1, 2017.

Ms. Woleben-Meade moved to approve the May 1, 2017 meeting minutes as submitted. The motion was seconded by Mr. Phillips. Voting yes: Chairman Bradford and Commissioners Andric, Elkins, Miller, Phillips, Woleben-Meade. Voting no: none. **The motion carried.**

III. CONSENT AGENDA

Mr. Elkins moved to grant an Appearance Review Certificate for Case 2017-AR-14, 811-813 Ridge Road, Kerrigan Plumbing, Awning. The motion was seconded by Mr. Phillips. Voting yes: Chairman Bradford and Commissioners Andric, Elkins, Miller, Phillips, Woleben-Meade. Voting no: none. **The motion carried.**

IV. CASES

2017-AR-15 Wilmette Baseball Association

2716 Old Glenview Road Appearance Review Certificate

Mr. Sivertsen called Case 2017-AR-15, 2716 Old Glenview Road, Wilmette Baseball Association for an Appearance Review Certificate to install a new fence along the north and east perimeters of the property.

Mr. Dan Carpenter introduced himself as the director of Roemer Park and Board member of the Wilmette Baseball Association. He said the neighboring properties had fencing, however, there has always been some misunderstanding as to who was supposed to maintain the various fencing, so the park decided they would just install their own. The fence would parallel fencing of neighboring properties. They will not be removing any fencing, but the neighbors may decide to remove their own fence after the park installs its own fence.

Mr. Bradford asked what style of fencing would be installed.

Mr. Carpenter said they are proposing a double sided fence so that both the park and neighbors will have a finished look.

Mr. Bradford asked if the fence would be stained.

Mr. Carpenter said the fence would not be stained and would naturally weather.

Mr. Phillips moved to approve Case 2017-AR-15, 2716 Old Glenview Road, for an Appearance Review Certificate to install a new fence as submitted. The motion was seconded by Mr. Miller. Voting yes: Chairman Bradford and Commissioners Andric, Elkins, Miller, Phillips, Woleben-Meade. Voting no: none. **The motion carried.**

2017-AR-16 1618 Sheridan Road

1618 Sheridan Road Appearance Review Certificate

Mr. Sivertsen called Case 2017-AR-16, 1618 Sheridan Road, for an Appearance Review Certificate to install a fence.

Mr. James Waite introduced himself as the President of the condominium association. He said there's no protection on top of the concrete retaining wall to prevent someone from falling over. They are proposing to install a white metal fence to match the existing fence already install along the property line. It will be 42 inches in height and will stop six feet from the sidewalk so as to not obstruct the view of motorists as they approach the sidewalk and street.

Mr. Elkins said he doesn't have an issue aesthetically, but if the point of the fence is to serve as a guardrail the spacing of the pickets should be reduced so that it is consistent with code requirements. The code says a 4 inch sphere should not be able to pass through so he would suggest narrowing the spacing from 5 inches to 4 inches.

Mr. Waite said he didn't think it would affect the price of the fence that much.

Mr. Elkins moved to approve Case 2017-AR-16, 1618 Sheridan Road, for an Appearance Review Certificate to install a fence on top of an existing retaining wall with the condition that the vertical pickets will be spaced so that nothing larger than a four inch sphere can pass through the opening per code. The motion was seconded by Ms. Woleben-Meade. Voting yes: Chairman Bradford and Commissioners Andric, Elkins, Miller, Phillips, Woleben-Meade. Voting no: none. **The motion carried.**

V. PUBLIC COMMENT

There were no additional public comments.

VI. NEW BUSINESS

Mr. Sivertsen said St. Francis Xavier was currently on the July 10 Appearance Review Commission agenda. The will be going to the Zoning Board on July 5.

VII. ADJOURNMENT

At 7:47 p.m., Mr. Elkins moved to adjourn the meeting. The motion was seconded by Mr. Phillips. Voting yes: Chairman Bradford and Commissioners Andric, Elkins, Miller, Phillips, Woleben-Meade. Voting no: none. **The motion carried.**



**MEETING MINUTES
PLAN COMMISSION**

**TUESDAY, JUNE 6, 2017
7:00 P.M.
VILLAGE HALL TRAINING ROOM**

Members Present: Maria Choca Urban, Chairman
Michael Bailey
Homa Ghaemi
Christine Norrick
Steven Schwab

Members Absent: Jeffrey Head

Staff Present: John Adler, Director of Community Development

I. CALL TO ORDER.

Chairman Urban called the meeting to order at 7:00 p.m.

II. APPROVAL OF MINUTES; PLAN COMMISSION MEETING OF MAY 2, 2017.

Commissioner. Bailey moved to approve the minutes of the May 2, 2017 meeting. The motion was seconded by Commissioner Norrick. Voting yes: Chairman Urban, Mr. Bailey, Ms. Ghaemi, and Ms. Norrick. Voting no: none. **The motion carried.**

III. 2017-P-02 511-515 Pinecrest Lane

A request by Michael Swain for tentative plat approval of a two-lot subdivision

Commissioner Norrick moved to recommend approval of the request for tentative plat approval of a two-lot subdivision of the property at in conformance with the plat submitted, with the condition that the existing house be removed prior to the final plat being recorded.

Commissioner Schwab seconded the motion.

The vote was as follows:

Maria Choca Urban, Chairman	Yes
Michael Bailey	Yes
Homa Ghaemi	Yes
Jeffrey Head	Absent
Christine Norrick	Yes
Steven Schwab	Yes

The motion carried. The subject request will be on the June 27, 2017 Village Board agenda.

Mr. Bailey moved to authorize the Chairman to prepare the report and recommendation for the Plan Commission for case number 2017-P-03.

Ms. Ghaemi seconded the motion and the voice vote was all ayes and no nays. The motion carried.

Case Minutes are attached.

IV. NEW BUSINESS

Mr. Adler explained that the next Plan Commission meeting will be held on Thursday, July 6th because of the 4th of July holiday. A two lot subdivision will be heard at that meeting.

V. PUBLIC COMMENT

There was no public comment.

VII. AJDOURNMENT.

At 7:10 p.m., Commissioner Schwab moved to adjourn the meeting. The motion was seconded by Commissioner Norrick. Voting yes: Chairman Urban, Mr. Bailey, Ms. Ghaemi, Ms. Norrick and Mr. Schwab. Voting no: none. **The motion carried.**

The meeting was thereafter adjourned.

Respectfully Submitted,

John Adler
Director of Community Development

Case Minutes 2017-P-02 – 511-515 Pinecrest Lane

3.0 TESTIMONY, COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Mr. Michael Swain, 2045 Highland Avenue, Wilmette

3.2 Summary of comments

3.21 Mr. Adler said the request is for tentative plat approval of a two-lot subdivision at 511-515 Pinecrest Lane. He explained that this is a subdivision where there are currently two developed lots and the petitioner is looking to make the lots equal in width. Currently one of the lots is 50' wide and the other is 100' wide. The subdivision would make the lots both 75' wide. The nonconforming 50' wide lot would be made conforming in both lot width and area.

3.22 Mr. Swain lives across the street from the lots and has been working to acquire them for some time. They both were rental properties. It has legally been described as a two lot subdivision and they are trying to deed 25' from the wider lot to the narrower lot. He plans to tear down the two existing homes and build two spec homes.

3.23 Commissioner Bailey gathered that there were a number of nonconforming lots in the area and the proposed subdivision will eliminate one of those nonconforming lots. Mr. Adler agreed.

3.24 Commissioner Norrick asked if there was a pedestrian bicycle connection between Pinecrest Lane and Highcrest Drive. Mr. Swain said there was a cut through south of the subject properties that can be seen on the aerial.

4.0 INTERESTED PARTIES

4.1 Persons speaking on the application

4.11 Donna Nye, 473 Highcrest Drive

4.12 Mary Libby Neiman, 450 Highcrest Drive

4.2 Summary of Comments

4.21 Ms. Nye asked if this was the first time the property had been addressed by the Plan Commission. Commissioner Urban answered yes. Ms. Nye said she liked the petitioner's house because it went up so quickly.

- 4.22 Ms. Neiman said her house backs up to the larger of the two lots. She was interested in how long the construction would take, simply because of the noise she will be subjected to during construction. Mr. Swain said typically 6 months to finish a house. Ms. Nieman asked how many stories the house would be. Mr. Adler answered two and a half stories is the maximum number of stories it could be. Mr. Swain said the maximum height is regulated at 35’.

5.0 VIEWS EXPRESSED BY THE PLAN COMMISSION

No additional discussion

6.0 DECISION

- 6.1 Commissioner Norrick moved to recommend granting a request for tentative plat approval of a two-lot subdivision at 511 & 515 Pinecrest Lane in accordance with the plat, with the condition that the existing house be removed prior to the final plat being recorded.

6.11 Commissioner Schwab seconded the motion.

6.12 The vote was as follows:

Maria Choca Urban, Chairman	Yes
Michael Bailey	Yes
Homa Ghaemi	Yes
Christine Norrick	Yes
Steven Schwab	Yes
Jeffrey Head	Absent

Motion was approved. The subject request will be on the June 27, 2017 Village Board agenda.

- 6.2 Commissioner Bailey moved to authorize the Chairman to prepare the report and recommendation for the Plan Commission for case number 2017-P-02.

6.21 Ms. Ghaemi seconded the motion and the voice vote was all ayes and no nays.

7.0 FINDINGS OF FACT UPON WHICH THE DECISION WAS BASED

The Plan Commission finds that the proposed subdivision is consistent with the density and development pattern of the surrounding neighborhood.

8.0 RECOMMENDATION

The Plan Commission recommends tentative plat approval of a two-lot subdivision at 511-515 Pinecrest Lane in accordance with the plat, with the condition that the existing house be removed prior to the final plat being recorded.



1200 WILMETTE AVENUE
WILMETTE, ILLINOIS 60091-0040

**MINUTES OF THE LAND USE COMMITTEE
TUESDAY, JULY 26, 2016
5:30 P.M.
SECOND FLOOR TRAINING ROOM OF VILLAGE HALL
1200 WILMETTE AVENUE, WILMETTE, ILLINOIS 60091**

Members Present: Trustee Dan Sullivan, Chairman
Trustee Carol Ducommun
Trustee Ted McKenna
Members Absent: None
Staff Present: John Adler, AICP, Director, Community Development
Lisa Roberts, AICP, Assistant Director of Community Development
Guests: Chris Canning, 1000 Skokie Boulevard

I. Call to Order.

Chairman Sullivan called the meeting to order at 5:35 p.m.

II. Approval of Minutes.

Trustee McKenna moved to approve the minutes of the April 14, 2016 Land Use Committee meeting. The motion was seconded by Trustee Ducommun. Voting yes: Chairman Sullivan, Trustee Ducommun, and Trustee McKenna. Voting no: none. **The motion carried.**

III. Review of Electrical Licensing Program and Code Amendments

Mr. Adler said the Village has been licensing electricians for a long time but haven't been testing them since the full-time electrical inspector retired in 2005. Since then, a combination inspector has been doing building and electrical inspections. For some time, the staff has been discussing whether to abandon the licensing program or re-test the current license holders and open it up to new individuals. The code has changed enough that re-testing is probably warranted if the licenses will continue. The Village has a new plan reviewer who was an electrical contractor before he became a certified building code official. With his help, we feel we are in a position to offer a new test and expand licensing to new contractors.

There are not that many communities that test and issue licenses any more. Staff's recommendation is to make amendments to the Village code to allow testing of current license holders and to offer testing and new licenses. This proposal is at least budget neutral as we expect it will be done using existing staff time.

Chairman Sullivan asked if the proposed test shown in the packet is the same test from when the Village was actively testing.

Mr. Adler said the older test was probably a little bit easier. The new draft test is probably more comprehensive but a fair test. The goal is not to make it so hard people can't pass it. The plan reviewer wants to know, if they do pass, that he feels comfortable that when the contractors do work, it is going to be conforming.

Trustee Ducommun asked if the license implied any level of quality and if the Village's liability and/or reputation are on the line.

Mr. Adler said other towns recognize the license, many other communities allow contractors to use a Wilmette license and it's been 10 years at least since those individuals have been tested. This will give us a level of confidence that those who are issued a Wilmette license are at least as qualified as they have been in the past, perhaps even more so than from other communities that test. Some communities have also been re-issuing licenses without testing, as Wilmette has been doing.

Trustee Ducommun asked if any community has tried to come back at Wilmette because of problems with a contractor holding a Wilmette license.

Mr. Adler said the Village has not had that problem. Neither has the Village had a major problem with a contractor licensed from another community. If you are able to pass the test and continue to work, you are probably up to speed on code requirements. Many current Wilmette license holders haven't done work in Wilmette in years. If one of these contractors came in now, we'd likely be more concerned about their work than someone who does four or five jobs a year and has demonstrated to the inspector they know the code, or have had their work corrected.

Trustee Ducommun clarified that Wilmette accepts electrical licenses issued by other communities. Mr. Adler said yes. There hasn't been a problem with licenses from any particular community.

Trustee Ducommun asked what the plan is regarding requiring the electricians to provide a certificate of insurance. Ms. Roberts said that it is not proposed to be a requirement but can be added. Some communities have this as a requirement.

Mr. Adler said an argument could be made for requiring a certificate of insurance. We don't require this for other contractors but then the contractor license is somewhat different than the electrical license. If the Committee supports the idea of the licensing, the staff can review with corporation counsel Mike Zimmermann about an insurance requirement and also how to address any liability concerns.

Chairman Sullivan asked how to monitor people doing electrical work who are not licensed. Mr. Adler said if we find someone doing electrical work and they're not licensed and they're not the owner, they need to stop working. This hasn't been a huge issue. It comes up more often with plumbers, that someone is doing work improperly under someone else's license without supervision. It's probably more difficult to obtain a state plumbing license than a local electrician's license. To be a plumber, the State requires a number of years of work under the supervision of a licensed plumber.

Chairman Sullivan asked if there was a big administrative burden with offering the testing and licensing. Mr. Adler said no. It comes down to administering the test. We're already issuing the licenses each year. With this new testing, we will be collecting a fee for the license regardless of whether the individual is also obtaining a Wilmette contractor's license. We're not losing money now because it's not that difficult to simply issue a license. For those who don't do work in the Village, we issue the renewed license without a fee, which doesn't make a lot of sense because it has value; they are using it to do work in other communities.

Chairman Sullivan asked what the cost will be to the person taking the test. Will it be minimal? Mr. Adler said yes, it will be tested during the work day.

Chairman Sullivan said the memo referenced sending the tests outside for grading. Ms. Roberts said that the plan reviewer has created a different test than what is shown in the packet; he has an answer key for this. The staff had talked about having someone, probably SAFEbuilt, do the actual grading of the test to avoid any concerns by applicants that they didn't pass the test because the inspector or whoever doesn't like them. The cost from SAFEbuilt to do this would probably be small.

Mr. Adler said the cost for taking the test and for the license will far exceed whatever SAFEbuilt might charge to do this. SAFEbuilt would be given the answer key and simply check each test.

Trustee McKenna asked why this issue was in front of the Land Use Committee. Mr. Adler said the committee has looked at building code issues recently. There is an Electrical Commission but they haven't met in a while. We're confident that they will support this. Given that this is basically a new program to be offered, it made sense to get input from the Village Board.

Trustee McKenna said from his research, this looks to be a tough test. Half of it is not applicable to residential; it includes commercial work as well. The committee should be aware of this.

Mr. Adler said that if there is feedback that the test is way too difficult, the test can be reconsidered. SAFEbuilt and the plan reviewer thought this was reasonable. It's not like an electrician has to pass this test to work in Wilmette; the Village will still accept licenses from other communities. What the Village is saying is, if you have a Wilmette license, we're confident you know what you're doing since you passed this test.

Trustee Ducommun said she thought Trustee McKenna was saying that it may be difficult for current license holders to pass this test if they don't regularly do commercial work, for example.

Trustee McKenna said he would expect the larger companies to have Chicago licenses. It's going to be the smaller companies seeking a Wilmette license.

Mr. Adler said the Wilmette license allows people to do both residential and commercial work so it would be difficult to only test on the residential. There are a few other places they can test if they have concerns about Wilmette's test. If the test is oriented towards residential and an electrician decided to take a commercial project, we don't have any representation of their work. If they are using the Wilmette license elsewhere, it would be beneficial for other communities to be sure they can do both residential and commercial work.

Trustee McKenna asked if this proposal is going to the Electrical Commission. If so, he would suggest getting their input regarding residential versus commercial testing.

Ms. Roberts said that some communities have separate licenses for residential and for commercial. This is something that could be discussed with the plan reviewer as well as the Electrical Commission. She said the test in the committee packet was created by SAFEbuilt and that the plan reviewer has created a new test that might be more manageable.

Mr. Adler said the plan reviewer has been reasonable and it is not expected that every electrician is going to be an expert on everything. Seeking feedback on the test is a reasonable.

Trustee McKenna asked how many electrical contractors who do work in Wilmette have a Wilmette license. Is it 50% of everyone in business or less or more? Mr. Adler said the staff isn't sure. There are about 60 Wilmette electrical license holders.

Ms. Roberts said she would expect about 80% of those doing work in Wilmette have a license from somewhere else.

Trustee McKenna clarified that the Village asks all electricians to provide their electrical license from another community. He clarified that the proposed test is given to the supervisor and not all workers. He asked if the staff knows where the majority of electricians working in Wilmette have their license.

Mr. Adler said we issue 60 licenses. We don't know how many electricians are using that license in Wilmette.

Trustee McKenna asked if when the Village is sending the renewed licenses out, is proof of another license required. Mr. Adler said no, no other license needs to be provided. If they are being issued a Wilmette electrical license each year, they passed the test in the past. The Village has not been re-testing.

Trustee McKenna clarified that every electrician working under a permit has a license. Mr. Adler said that was correct, either a license issued by Wilmette or one from another community.

Trustee Ducommun said that Wilmette electrician's licenses have not been given to new contractors in over ten years. Mr. Adler said that was correct.

Trustee McKenna asked if an electrician is given a Wilmette electrical license for having a license from another community. Mr. Adler said no, such individuals are not issued a Wilmette electrical license.

Chairman Sullivan said the Village hasn't issued a new electrical license in years. Mr. Adler said that was correct. Some people have dropped off the list by not seeking a new license each year. Others request a new license each year whether they are doing work in Wilmette or not. As long as Wilmette's license continues to be accepted in other communities, individuals will keep renewing their Wilmette license. Liability hasn't been an issue but if he was asked if he was confident that everyone holding a Wilmette license is up to date, he could not say for certain that is the case.

Trustee Ducommun moved to send the proposal to the Electrical Commission for review and recommendation to the Village Board. Trustee McKenna seconded and **the motion carried unanimously**.

IV. Review of Demolition and New Construction Definition Amendments

Ms. Roberts said in 2007, the definition of demolition and new construction was amended with a 50% provision. The problem continues to be with how to define that 50%. The current proposal is a way to calculate the area of the structure from a staff memo prepared by Highland Park. The calculation weighs the different parts of the structure: the roof, the foundation, the exterior walls, and the interior walls. It's not really changing the 50% qualification; it is clarifying how to apply it. There have been a number of projects that have either started out as additions and remodeling that expanded in scope during construction or that were proposed for permit with such extensive work that they are practically new homes. When the work rises to the level of a new home, existing non-conformities under the zoning ordinance need to be addressed, where they were not an issue for an addition/remodel. A few projects have had to go to the Zoning Board for relief. There are incentives for applicants to not have the project be considered a new home, with property taxes, the fire sprinkling requirement, and the zoning issues. The proposal attempts to be as clear as possible about drawing the line in these cases. For most of these types of projects, the architect prepares a demolition plan so it shouldn't be too much more work to measure what's being removed. It is not proposed that everyone do this paperwork, only those projects where there is some question about the extent of the project scope. If an applicant wants to modify their plans to try to fall under 50%, they have some idea of where to make changes. This calculation from Highland Park seems to be the only tool out there to quantify demolition.

Trustee Ducommun said the memo referenced that the Village Code and the Zoning Ordinance do not have the same language and that it will be proposed to make them consistent. Ms. Roberts said this was a point the staff wanted to raise with the Committee. The language in the Village Code, 50% of the structure, is not the same as 50% of the replacement value, as is written in the Zoning Ordinance. There was one case where the architect was able to provide a statement that the value was less than 50% but the area of the structure was pretty clearly more than 50%.

Trustee Ducommun said the value test is also more easily manipulated. She asked if the intention was then to use the same proposed language in the Zoning Ordinance. Mr. Adler said more likely that section of the Zoning Ordinance would simply refer to the Village Code. He discussed the case of 1819 Wilmette where zoning relief was necessary because the replacement value was over 50% but the area of the structure being removed was less than 50%. The applicant was strongly encouraged to seek the zoning relief before starting construction so that any increase in the scope during construction, such as the replacement of damaged studs, would not delay them at that time.

Trustee Ducommun clarified what the staff recommendation is. Mr. Adler said yes, the idea was to have the Village Code and Zoning Ordinance definitions be the same. If the Committee agrees to that idea, the next step would be to request referral to a Special Zoning Committee to amend the Zoning Ordinance.

Trustee McKenna said he supports taking the next step of also amending the Zoning Ordinance. The floor area is completely appropriate for both zoning and building. The measurement is consistent with the code and trying to rehabilitate older homes. Addressing the removal of roofs and floors is more compelling than the valuation.

Mr. Adler said trying to determine the replacement value of old construction can be problematic, as was the case with the type of construction and materials that were used in the Women's Club. In that case, they demonstrated that the work to be done was about 47% of the replacement value. The walls, foundation, and floors would be millions of dollars to replace.

Trustee Ducommun moved that a referral to the Land Use Committee be recommended for the associated amendment to the Zoning Ordinance. Trustee McKenna seconded and **the motion carried unanimously**.

V. Review of Swimming Pool and Spa Amendments

Ms. Roberts said that this issue has not been a problem but one the staff thought should be brought up to the Committee. A couple times a year, the Village gets a request to do an infinity pool with an edge that drops off. They have been allowed provided that the 4' walk is included around the lower portion of the pool through the walkway at the lower level doesn't meet the intent of the code, which is to have a way to access someone in the pool all the way around. The proposal is based on what some other communities allow, which is that a certain percentage of the pool perimeter would not be required to have the walk provided there is a handhold. If someone is in trouble in the pool, there is an alternative way to secure themselves.

Trustee Ducommun asked if it was an industry standard to have a walkway or a handhold.

Ms. Roberts said that the walkway seems to be a common requirement.

Mr. Adler said staff has been told by a pool company that infinity edge pools have been installed in Winnetka, so somehow other communities are getting around the requirement. Perhaps they are not enforcing it or perhaps they are allowing it like we did through an appeal process. The Village received a request for a lakefront home with a pool in the basement. Their request went to the Building Code Board of Appeals and they came up with a compromise that is similar to what is being proposed to the Committee. The applicant was allowed to do it. In that case, it really wasn't a life safety issue. The pool in that case wasn't unduly wide.

Trustee Ducommun asked if pool owners are required to have things like life rings that can be thrown into the water. Ms. Roberts said that is not required in the Village Code. The Village has not adopted the ICC pool code either but it's possible something like that might be in there.

Mr. Adler said in the next six months, the staff will be reviewing and proposing adoption of the 2015 ICC codes. The staff could look at some of the other codes that the Village hasn't used. When the Committee recently talked about adopting the 2006 Property Maintenance Code, there was discussion about adopting the 2015 ICC codes. The swimming pool code is a part of these codes. There is probably a reason the pool code hasn't been adopted before, perhaps so the Village can be more flexible, but that's something staff would have to look into. It hasn't been a problem.

Chairman Sullivan asked how many requests come in for infinity pools. Why not just send all requests to the Board of Appeals? It seems like the one request went through a good process and had a good outcome. Ms. Roberts said it is maybe two or three requests a year, if that.

Mr. Adler said the Committee could recommend having the Building Code Board of Appeals review this proposal. The proposal is similar to what they came with on their own for the one appeals case so it's possible that they will agree with it. But if they don't feel it's necessary, they can recommend against it. If we get one or two of these requests a year, the Board of Appeals is likely to not want to meet when it could be addressed by an amended code.

Trustee McKenna said he supports having the Board of Appeals take a look at it. He was concerned that each situation might be unique with other considerations they're not aware of. The Fire Department might also have an opinion regarding the amendment.

Mr. Adler said that's another idea. The Zoning Ordinance provides requirements for solar panels but certain requests for relief go to the Fire Chief. He can authorize relief or some other modification. Maybe something like that could be done with pools.

Trustee McKenna said what is being proposed has been effective in other homes and even hotels.

Mr. Adler said there may be some people who want less walk than is proposed here and they will still need to go to the Board of Appeals. This proposal is an attempt at something most people can comply with. The staff has used a work around and that can continue to be done, but that may not be the best way to deal with infinity pools.

Chairman Sullivan asked if anyone in the audience wanted to comment on pools.

Mr. Chris Canning described a recent situation where a resident sought to install a pool in a conforming location in their backyard. A neighbor objected to the location and the pool was moved. The pool equipment was in a non-conforming location, non-conforming by inches, and the neighbor on that side did not have any objection to that setback. Mr. Canning then asked staff if the pool equipment setback could be handled administratively. Air conditioners were made administrative and generators were made administrative, but upon the staff doing research, it seemed that relief for pool equipment doesn't qualify for that process. If they put the equipment in a conforming location, they would have upset the neighbor who was initially unhappy with the pool location. And if they had to go through the full ZBA process, they wouldn't have had their pool equipment for the summer swimming season. It's not a request before the committee tonight but could the committee review this as an administrative process. His understanding from the installer in this case is the other communities handle this type of thing administratively.

Trustee McKenna asked how big the equipment is. Mr. Canning said it will fit in a shed.

Trustee McKenna asked how tall. Six feet? Five feet? Mr. Canning said maybe larger than the size of the table in the meeting room.

Trustee McKenna asked if there was any sound consideration. Mr. Canning said if you put it in a shed, that will dampen the sound. It's probably similar to an air conditioner or generator. He said he hears his neighbor's air conditioner much more than he hears their pool equipment though the air conditioner is right under his bedroom window.

Trustee Ducommun asked what the next step was. Mr. Adler said the committee could direct staff to put in a request for referral to a Special Zoning Committee, like was discussed with the zoning definition of new construction. There are several other small items as well.

Trustee Ducommun moved to send the swimming pool and spa amendment to the Building Code Board of Appeals for review. Trustee McKenna seconded and **the motion carried unanimously**.

Chairman Sullivan said the second item regarding relief for pool equipment does not require a motion. That item will be included in a request to the Village Board for referral to a Special Zoning Committee along with the demolition definition and other zoning ordinance items.

VI. Review of Permit Extension Fee

Mr. Adler said the permit extension fee has been in place for eight or nine years. The staff has been able to manage it but the main issue is with people who get a one-year permit and then run over three, four, five weeks. The staff has basically held fast that if the work isn't completed, if there is no conditional certificate of occupancy, the applicant needs to pay the extension fee. The way the ordinance is written, when a permit is issued, one chooses either a 12-month or an 18-month permit. If the permit exceeds 12 months, an extension equal to another 12 months must be paid. Early on, it was reviewed with the Village Manager and the village attorney, and the decision was made, since an 18-month permit is an option, to allow for a six month extension, so it's the same effect as if someone has intended an 18-month permit from the start. Some recent cases where the 12-month permit is a fairly large fee, and so a six-month extension can be fairly significant. At this point, they have to pay six months, potentially thousands of dollars for going over by a couple of weeks. The staff is suggesting we look at the ability to extend permits prorated by month. We'll have to discuss with the village attorney how to address projects already under construction. He mentioned a couple of examples.

Trustee McKenna suggested that the solution be whatever is least burdensome on applicants.

Mr. Adler said there's a second part that's not included in the memo but something the staff is starting to look into. One very expensive home that is currently under construction, one of several in recent years, has a 12-month permit fee of \$224,000. If it takes three years to construct, they will be charged over \$600,000 in permit fees. The most we've collected so far for a single-family home is \$350,000 and that had to be carefully managed. This may or may not be an issue in the future. There are other homes under construction, one with a construction value of \$10 million, where the extension fee is going to be expensive.

Chairman Sullivan asked if a \$10 million home applies for just a one-year permit. Mr. Adler said in this case, the applicant chose a 12-month permit because they know they will need to extend the permit at some point and why pay the Village for 18 months when you will be paying more later. When the 18-month permit option was created, the applicant had the choice of paying for a 12-month or an 18-month permit up front, but if you pay for 18 months and only take 16 months, you don't get money back. There might be a way to say for a house that's \$10 million dollars and will take two and a half to three years to construct, if you're willing to pay us two or two and half years up front, that permit is good for three to four years. These homes don't get done in a year or a year and a half, and no one expects them to get done in that time. Arguably this change will have an impact on the revenue that is being generated but that's not a reason make a decision.

Trustee Ducommun said the original intention of the extension fee was to keep the project moving and not disadvantage the neighbors.

Mr. Adler said one lakefront home took three years; most others have taken more like two-and-a-half years. One of the ideas was to charge at two-and-a-half years and allow that to be good for three or four years or however long it needs to go, paid all up front. It's still a lot of money. In the case of a \$10 million home, they pay \$500,000 up front, instead of \$600,000 or more if the project takes three or four years. If the baseline is two years, they might pay \$450,000 for two years but they're not paying more to go three or four years.

Mr. Canning said he has a lakefront client who is impacted on by this. His client is looking for cost certainty as well as cost containment. This project will probably be two-and-a-half to three years. The architect is familiar with having to pay extensions. Mr. Canning and Mr. Adler have been discussing the proration concept described in the memo as well as the lump-sum-up-front-for-a-longer-period-of-time concept. They wanted to get the idea before the Committee.

Chairman Sullivan said a \$10 million house that takes two-and-a-half to three years, that seems reasonable. How do you tell someone with a \$1 million house they only get 18 months? He like the idea of a cap. He doesn't think we should allow applicants to take forever to build but he also doesn't think we should penalize to pay \$700,000 in permit fees every year.

Trustee McKenna said the standard period of twelve months is arbitrary.

Chairman Sullivan said banking loans for residential are limited to twelve months.

Mr. Canning said the original 2007 ordinance was in response to one particular project.

Mr. Adler said it was an expensive house and maybe not the perfect example for adopting the regulations. Kenilworth had a situation where they were sued and ultimately, the owner and the village agreed to a permit amount. That the permit fee was challenged is a caution to staff. One of the differences is that projects that are over \$2 and \$3 million that are taking over 18 months to complete. If we go with a two-year or two-and-a-half year permit, everyone would be treated the same to that point. What we don't want is someone pulling a two-and-a-half or three year permit for a \$50,000 addition. He mentioned one homeowner who is on his fifth or sixth year because he is doing the work himself on a small remodeling project. He pays an extension fee of 100% of the original fee, \$900 per year. We would not want to encourage someone in this position to get a multiple year permit because the original point of the permit extensions was to get that person to finish. There are not a lot of projects that go over 18 months that shouldn't go over 18 months. He described two new homes on Crestview where they put in TJIs without getting approval. Ultimately it was their own fault but now they are paying for sprinklers as well as \$8,000 for each home. At this point, proration would be fairer to them. Those projects should have been completed within a year.

Trustee McKenna asked if Mr. Adler thought the proration still works as an incentive to finish. Mr. Adler said in the case of Crestview, they've paid a 6 month extension. But if the houses aren't sold, they don't have any incentive to get them finished and get the certificate of occupancy. If we are able instead to say, you're going to pay \$1,300 or \$1,400 a month, there's an incentive to get done. It's fair and easier to justify. Staff isn't yet sure what the answer is for two- and three-year projects, but if the Committee is open to looking at that, the staff can think more about it. Regarding monthly extensions, if the Committee agrees with the idea, the staff will present some language regarding paying 1/12 of the original permit fee to extend. At that point, we don't need to even offer an 18-month permit.

Trustee Ducommun asked if there was threshold for example of so much square feet over which a project is allowed to roll past the 18 months. Mr. Adler said he was thinking by valuation. Staff can review with the plan reviewer and also see how many projects went over 18 months and over 2 years, to see if there is something that can be defined, like a construction value. Permit fees are already tied to the construction value.

Trustee McKenna asked if there were any outside recommendations on this. Mr. Canning said he has been talking to Mr. Adler based on the situation with a different client. There are maybe four homes that Mr. Adler thought would be starting soon that are in the three to four year construction range. So it is something of a pressing issue.

Trustee Ducommun asked if Mr. Canning was representing some of those owners. Mr. Canning said only one.

Mr. Adler said it is pressing to those who want to know the number. For the \$10 million home that has already paid \$224,000, if we figure it out in the next 6 months and tell them, pay a second \$224,000 extension and that's it, it's not necessarily pressing for them. It is perhaps pressing for someone just starting construction who wants to know what the total fees will be. For those already under way, they've probably already resigned themselves to pay whatever fees are required. The homeowners may not be completely aware of the permit fees or that they need to be paid each year.

Trustee McKenna asked what the permit fee was for 611 Green Bay Road. Mr. Adler said that was \$418,000. The difference is, that's a mixed use project that is not subject to the 12-month limit. It's only residential projects that require extension fees, because of the impact on residential neighbors. Houses of worship, such as the Chai Center and the Baha'i House of Worship, did not have to pay extension fees.

Trustee McKenna said arguably the Baha'i House of Worship project was more disruptive than the five year home construction project that led to the ordinance originally. Mr. Adler said the staff could look at extension fees of non-residential projects in residential districts.

Trustee Ducommun asked if Imperial Motors will be subject to an extension. Mr. Adler said they would probably finish within a year, but if they went past a year, they would not have to pay an extension. He clarified that the ordinance says "residential structure" for extensions. Mather is considered a residential structure so they will pay an extension fee.

Trustee Ducommun asked if it was intentional to only apply to residential construction. Mr. Adler said it was. He was not at the Village for those discussions but perhaps it was seen as a way to not discourage redevelopment. The developers of 611 Green Bay Road had been surprised at their permit fee. If they were told they would have to pay another \$400,000 if the project ran over even just one day, that could be seen as a disincentive.

Trustee Ducommun asked what the permit fee might have been for the same project in Evanston, for example. Mr. Adler said it would have been a less would be his guess. Wilmette is more in line with Kenilworth, Winnetka, and Glencoe in the fees that are charged. Wilmette isn't the highest but the extension fees put the Village up there because not a lot of communities charge this kind of fee.

Trustee Ducommun said there are two things: the first is to prorate between 12 and 18 months. Second, when do we supersede the 18 months based on value. Mr. Adler said staff can work with corporation counsel on drafting an ordinance that allows the proration of permit fees above one year.

Trustee Ducommun suggested this be up to but no more than 18 months. Mr. Adler said at that point, he didn't think it mattered; there will still be an incentive to finish. Regarding the second issue, if the Committee supported the idea, you could ask staff to investigate the larger projects of greater construction value, to try to tailor something more appropriate to the typical length of those projects.

Trustee McKenna said the construction companies doing those projects have a construction schedule that they want to stick to. They're very much like commercial construction projects. Mr. Adler said he agreed and said the problem is often the number of change orders.

Chairman Sullivan said with the proration, there's no need to keep an 18-month option. The permit is issued for 12 months and if it goes longer, they pay for each additional month.

Trustee Ducommun asked if a project could be three-and-a-half years and it would still just keep prorating. Mr. Adler said yes.

Ms. Roberts said one challenge will be for the projects that don't require a certificate of occupancy. Mr. Adler said they will have to look at that. Getting someone to come in each month to pay the extension fee might be a challenge. We will have to make sure to communicate what the fees are going forward if they are about to go over and that no final inspections until the fees are paid.

Chairman Sullivan asked the Committee members about having the staff do more research regarding extension fee proration and large construction project fees and timing. There was consensus to look at both issues.

Mr. Adler said staff is ready to work with corporation counsel on language regarding a monthly proration.

Trustee Ducommun moved to recommend that staff work with the Village attorney to develop an ordinance regarding monthly proration of building permit fees. Trustee McKenna seconded and **the motion carried unanimously.**

The staff has also been directed to research large construction projects, but no motion was necessary regarding this item.

VII. Other Business.

Mr. Adler said there has been an issue with attendance at Zoning Board meetings and consequently applications are receiving negative recommendations. With a negative recommendation, most applicants wait to have a full Village Board to hear their request because a supermajority is necessary to overturn a negative recommendation. Unless the Committee has a concern, the staff plans to include in the Special Zoning Committee referral looking at the supermajority, perhaps allowing a

majority rather than a supermajority to overturn. Or maybe it's looking at how votes are done at the Zoning Board level.

Trustee Ducommun said she didn't like the gamesmanship that is played when applicants decide to request a table based on what board members are in attendance or not.

Chairman Sullivan said the Zoning Board needs a couple of alternate members.

Trustee Ducommun said she thought that might be a better solution.

Mr. Adler asked if the Committee was okay with the item being looked at.

Trustee Ducommun said she was not. She likes the requirement for a supermajority to overturn a negative recommendation from the Zoning Board.

Trustee McKenna said he is okay with the issue being looked at because there seem to be some unintended consequences. The Zoning Board rightly should deny things that are plainly acceptable from a policy perspective but their interpretation is going to be such that they need to provide a negative recommendation. You hate to see those applicants get delayed.

Chairman Sullivan said most of those applicants have taken another look and revised their plans.

Trustee Ducommun said they gotten some discipline around revising plans with a positive impact on improving plans. If you study something, you may feel obligated to change it.

Chairman Sullivan said he'd like to see ways to improve attendance at the Zoning Board.

VIII. Public Comment.

There was no public comment.

IX. Adjournment

At 6:49 p.m., Trustee Ducommun moved to adjourn the meeting, Trustee McKenna seconded the motion and **the motion carried unanimously.** The meeting was thereafter adjourned.

Respectfully Submitted,

Lisa Roberts, Assistant Director
Community Development



1200 WILMETTE AVENUE
WILMETTE, ILLINOIS 60091-0040

**MINUTES OF THE LAND USE COMMITTEE
MONDAY, DECEMBER 12, 2016
7:30 P.M.
FIRST FLOOR CONFERENCE ROOM OF VILLAGE HALL
1200 WILMETTE AVENUE, WILMETTE, ILLINOIS 60091**

Members Present: Trustee Dan Sullivan, Chairman
Trustee Carol Ducommun
Trustee Ted McKenna
Members Absent: None
Staff Present: John Adler, AICP, Director, Community Development
Guests: Joe Rodriguez, 430 Pine Manor Drive

I. Call to Order.

Chairman Sullivan called the meeting to order at 7:30 p.m.

II. Approval of Minutes.

There were no minutes to approve.

III. Review potential settlement for Construction Work Completed in Violation of Issued Building Permit

Mr. Adler said the Village Board first heard this request on November 28, 2016. It's a variation request to allow a detached garage approximately 2' larger in width and a parking pad that was installed without a permit, to allow those to remain. The Village Board voted unanimously for approval of the variations conditioned upon the removal of the curb cut that remains in the parkway and that the question of the a fine would be sent to the Land Use Committee who would make a recommendation to Corporation Counsel. That's what the Committee is asked to do at this meeting.

Trustee Ducommun said the impact of the additional width resulted in a floor area variance. Mr. Adler agreed and said the increased garage depth also resulted in the garage being located partly in the buildable area. When located entirely in the rear yard, the side yard setback to the garage is 3' but now 5' is required and only 3' was provided. He said that in addition to the floor area and garage setback variations a parking space setback variation and rear yard coverage variations were also necessary. Two other properties on the same block were granted variations for similar sized garages.

Trustee Ducommun said the parking pad was not setback far enough or not deep enough. Mr. Adler said that was correct. If it had been any longer, it would have further impacted the rear yard coverage.

Chairman Sullivan said approval was conditioned on the removal of the curb cut and apron. Mr. Adler said that was correct and that the ordinance approving the request is up for adoption at the Village Board the following night, December 13, 2016. He said if the Committee agrees, a recommendation can be made for consideration at that meeting.

Chairman Sullivan asked if the Committee reached an agreement at this meeting, could the issue be resolved entirely at the Village Board meeting the next night. Mr. Adler said yes, if Mr. Rodriguez would agree to the fine to be decided at the Committee meeting, the staff would talk to Corporation Counsel to make sure he's in agreement. Corporation Counsel had previously told Mr. Adler that as long as the Committee and Mr. Rodriguez were in agreement, he would be satisfied.

Trustee McKenna said he thinks the approval condition of removing the curb cut and apron has value. He asked Mr. Rodriguez if he had an estimate of how much it will cost to remove the curb cut and restore the parkway. Mr. Rodriguez said it would be about \$4,500. Trustee McKenna said he thinks that sounds a bit high. Mr. Rodriguez said he got a verbal quote for the work. There will also need to be repair of the asphalt in the street when they remove the curb. Trustee McKenna said that wasn't part of the plans so the village is getting that value.

Mr. Rodriguez asked Mr. Adler if removal and restoration of the parkway was a part of every such permit and if the staff would ask the architect or engineer on a project to add that if it wasn't shown on the plans. Mr. Adler said it wasn't in writing on Mr. Rodriguez's permit. That's why the Village Board made it a condition. So even though it wasn't a requirement of the permit, it is now required for approval of the ordinance.

Trustee McKenna said that he's seen left over curb cuts. Mr. Adler agreed and said sometimes the driveway doesn't need to be abandoned.

Mr. Rodriguez asked when he would know what to do on future projects. Mr. Adler said the Engineering Department would make that determination and would put that on the permit or somehow let Mr. Rodriguez know. If Mr. Rodriguez has a situation like this again, he should plan on removing the curb cut and restoring the parkway. Mr. Rodriguez asked if he would need a separate permit for that. Mr. Adler said he would have to ask the Engineering Department how they would want to handle it.

Trustee McKenna asked if there would be additional permit fees and if so, that should be considered. Mr. Adler said the changes to the plan might result in an additional \$500 in permit fees.

Trustee Ducommun said Trustee McKenna was figuring that Mr. Rodriguez would be out \$5,000, \$4,500 for the curb cut restoration and \$500 in additional permit fees, and that should be part of the Committee's consideration. Trustee McKenna said that was his point. Mr. Rodriguez said he had no problem with that.

Trustee McKenna said the goal should be to make the Village whole. He said he'd like to see any effort go towards improving that block; that's why taking out the curb cut is beneficial. He said if the Committee thought the costs were still too low, he might suggest Mr. Rodriguez pay for a parkway tree. Mr. Rodriguez said he wouldn't have a problem with that.

Trustee Ducommun asked if there needed to be something to discourage people from doing this in the future. Trustee McKenna said going through this and paying these additional fees is discouraging.

Chairman Sullivan said that was his question too. He mentioned the case of Leamington where he received feedback from others that the situation was egregious and the fine was a bit light. Trustee McKenna said the Leamington case was different in that a new second floor was built without permission.

Mr. Adler said he wanted to comment on Mr. Rodriguez's earlier question of if Engineering intended for this to be repaired. He would want to check with Engineering that the restoration was their intention. If that's something they typically require, then the Committee might want to look at it a little differently. Trustee McKenna felt comfortable with requiring the parkway restoration, additional permit fee and new parkway tree.

Trustee McKenna moved that the Land Use Committee recommend to Corporation Counsel that Mr. Rodriguez be required to remove the existing curb cut on Wilmette Avenue and restore the parkway, pay for a parkway tree to be planted and pay the increased permit fee with surcharge. Trustee Ducommun second the motion. The motion passed unanimously.

IV. New Business.

Chairman Sullivan raised the idea of having alternates for the Zoning Board because of the difficulty of getting all members present. Mr. Adler said that staff would discuss this with the Village Attorney and depending on his advice, bring the idea of adding alternatives to the ZBA back to the LUC for further discussion.

V. Public Comment.

There was no public comment.

VI. Adjournment

At 8:26 p.m., Trustee Ducommun moved to adjourn the meeting, Trustee McKenna seconded the motion and **the motion carried unanimously.** The meeting was thereafter adjourned.

Respectfully Submitted,

John Adler, Director
Lisa Roberts, Assistant Director
Community Development



1200 Wilmette Avenue
Wilmette, Illinois 60091-0040

MEETING MINUTES

ZONING BOARD OF APPEALS

WEDNESDAY, JUNE 21, 2017

7:30 P.M.

COUNCIL CHAMBERS

Members Present:	Acting Chairman Bob Surman Mike Boyer John Kolleng Michael Robke Reinhard Schneider
Members Absent:	Chairman Patrick Duffy Christopher Tritsis
Staff Present:	Lisa Roberts, Assistant Director of Community Development

I. Call to Order

Chairman Surman called the meeting to order at 7:30 p.m.

II. 2017-Z-29 447 Sandy Lane

See the complete case minutes attached to this document.

III. 2017-Z-30 424 Lake Avenue

See the complete case minutes attached to this document.

June 21, 2017 Zoning Board of Appeals

Approved July 19, 2017

IV. 2017-Z-28 1300 Sheridan Road

See the complete case minutes attached to this document.

V. 2017-Z-27 824 Laramie Avenue

See the complete case minutes attached to this document.

VI. Approval of the May 17, 2017 Meeting Minutes

Mr. Schneider moved to approve the May 17, 2017 meeting minutes.

Mr. Kolleng seconded the motion and the voice vote was all ayes and no nays. Motion carried.

VII. Public Comment

There was no public comment.

VIII. Adjournment

The meeting was adjourned at 9:12 p.m.

Respectfully submitted,

Lisa Roberts
Assistant Director of Community Development

3.0 TESTIMONY, COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Mr. Paul DeCaen, applicant
447 Sandy Lane

3.2 Summary of presentations

3.21 Ms. Roberts said that this is a request for a 2.0' fence height variation and a fence openness variation to permit a 6.0' tall solid fence in a side yard adjoining a street (Wilmette Avenue). The Village Board will hear this case on July 11, 2017.

3.22 The applicant said their property is unique. The backyard faces Crawford and Wilmette Avenues. The area is busy and cars move through there quickly. They moved to the Village in August 2016. Their daughter is autistic and non-verbal and does not respond to all commands. She also climbs fences. They were initially willing to deal with the low fence. But they want to make the property work for them. They are asking to build a 6' high fence that could 'corral' her. The fence is to enclose the back yard. In the area, there are a lot of 6' high fences. Most about back yards. There are some analogous properties two doors down with 6' high fences. He is making an appeal to conformity and his request should not create a big issue.

He has notified all neighbors in the area within 250'. They will recess the fence by 2' and install shrubbery to block out the fence from view. They also had an idea of putting the fence into their current shrubbery and recessing the property on both sides by an additional 7'. That is drastic and that would take away 25% of their total back yard, which is small.

They cannot do that because they would not be able to pull their cars out and would have to change the driveway set up. He drew a map of the 4' and 6' high fences in the area and showed this to the Board. There are many 6' high fences in the area.

3.23 Mr. Robke clarified that the variance was for the fence along Wilmette Avenue, which is the side yard.

Ms. Roberts said that Hunter Road (Crawford), with the exception of the side yard adjoining Wilmette, is a fence exception area where the fences can be up to 6' tall and solid.

The applicant continued and showed properties that were similar to his.

3.24 Mr. Schneider said that the Board recently approved one of the fences that the applicant showed.

- 3.25 Mr. Robke asked for clarification about recessing the fence by 2' and moving in the shrubs. Is that applicable to Crawford or to Wilmette Avenue?

The applicant said they planned to move it in on both sides because it would look more reasonable.

- 3.26 Mr. Robke said that the Board does not have to take any action related to Hunter where they can do the 6' high fence where they have the fence now.

- 3.27 Chairman Surman said he thought that back a certain distance from the corner was required.

The applicant said that a specific 6' section transitioned down to a 4' section and continues at 4' but they are requesting that the 4' height now be 6'. He showed how he had to back out his car and turn it around to get out. Right now, they can barely accomplish this but if they take away the area and push the fence in, it would not be possible and they would need to change their driveway.

- 3.28 Mr. Robke asked how critical it was to change where the fence met the building. They are replacing the current 4' fence with a 6' fence but when it turns towards the house they are capturing the greater area.

The applicant said that this was not a big deal. He would rather replace the fence along the fence line to capture more area.

- 3.29 Chairman Surman asked if they planned to add a gate to the fence.

The applicant said that it is currently a 4' high fence with a gate. They would like a 6' high fence with a gate.

- 3.30 Mr. Schneider asked if the fence would be solid.

The applicant said it is a solid fence because she can squeeze between the posts. He is concerned that she could wedge her head or arm. She is four years old.

- 3.31 Mr. Kolleng asked if there were bushes along the Wilmette side.

The applicant said there were bushes along the Wilmette side. She still climbs with the 4' high fence. She can wedge between the bushes. There are some broken posts that she can get through.

- 3.32 Chairman Surman said his concern was safety of children outside of the area. Maybe they would bring in the fence near the entry. Maybe they could put in a mirror for better visibility.

The applicant said he was concerned about people walking by when they were exiting. He has looked into sensors.

- 3.33 Chairman Surman said one reason for the requirement for an open lower fence is for visibility. He has concerns about safety for younger children on the outside of the fence.

The applicant said he shares that concern. Would it please the Board if they open the fence more so that when the gate opens it is more open?

- 3.34 Chairman Surman said that suggestion would be acceptable.

- 3.35 Mr. Robke said that when there is foliage they don't need the fence to block the view, but opening it up as wide as possible would be best.

- 3.36 Chairman Surman said that the gate would be the same size, but they could come out a little bit.

The applicant said that this is an option and they could also open it up.

- 3.37 Mr. Robke suggested cutting back some of the shrubs.

- 3.38 There was no one in the audience to speak on this case. There was no additional communication on this case.

5.0 VIEWS EXPRESSED BY MEMBERS OF THE ZONING BOARD OF APPEALS

- 5.1 Mr. Boyer said that the location of this property is the hardship. It is a corner side/double-frontage lot at a busy intersection. There are other 6' high fences in the area. The owner has a burden that many other residents don't have because he has a corner side/double-frontage lot at a busy intersection. There are no safety issues with sight lines to vehicles. There could be a sight line issue with pedestrians. However, the same type of issue could occur with plantings. The request is reasonable. He can support the request.

- 5.2 Mr. Robke agreed with the above comments. The hardship is the siting on the lot. His support is contingent that the new fence be in the same location as the current fence. About the driveway, he encouraged the applicant to look at the gate configuration and make it as wide as the curb cut on the parkway side to give as much buffer as they pull out. He can support the request.

- 5.3 Mr. Schneider said that the Board recently approved the fence replacement to the east of this property. The fence height was also 6'. He did not support that request, but tonight's request is more compelling. If one drives down Glenview Road to the west toward Hibbard, there are similar situations. He can support the request.

6.0 DECISION

6.1 Mr. Boyer moved to recommend granting a request for a 2.0' fence height variation and a fence openness variation to permit a 6.0' tall solid fence in a side yard adjoining a street (Wilmette Avenue) at 447 Sandy Lane in accordance with the plans submitted.

6.11 Mr. Robke seconded the motion and the vote was as follows:

Acting Chairman Bob Surman	Yes
Chairman Patrick Duffy	Not Present
Mike Boyer	Yes
John Kolleng	Yes
Michael Robke	Yes
Reinhard Schneider	Yes
Christopher Tritsis	Not Present

Motion carried.

6.2 Mr. Boyer moved to authorize the Chairman to prepare the report and recommendation for the Zoning Board of Appeals for case number 2017-Z-29.

6.21 Mr. Robke seconded the motion and the voice vote was all ayes and no nays.

Motion carried.

7.0 FINDINGS OF FACT UPON WHICH DECISION WAS BASED

The Zoning Board of Appeals finds that the request meets request meets the variation standards of Section 5.4.F and the fence variation standards of Section 5.4.F.h of the Zoning Ordinance. The particular physical conditions of the property, its location as a corner lot and a double-front lot with the backyard along Wilmette Avenue, impose upon the owner a practical difficulty. The plight of the owner was not created by the owner and is due to the orientation of the lot. The difficulty prevents the owner from making reasonable use of their property with the safe enclosure of their backyard. The proposed variations will not impair an adequate supply of light and air to adjacent properties or otherwise injure other properties and its use. The variations if granted will not alter the essential character of the neighborhood.

The fence secures the backyard from Wilmette Avenue and Hunter Road, both of which are busy streets at a busy intersection. Other such fences exist in the area including a fence that was granted a variation for a house directly east of the applicant. Hunter Road is a fence exception area where 6' tall solid fences are permitted and already exist.

8.0 RECOMMENDATION

The Zoning Board of Appeals recommends granting a request for a 2.0' fence height variation and a fence openness variation to permit a 6.0' tall solid fence in a side yard adjoining a street (Wilmette Avenue) at 447 Sandy Lane in accordance with the plans submitted.

3.0 TESTIMONY, COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Ms. Shannon Page, applicant
424 Lake Avenue

3.2 Summary of presentations

3.21 Ms. Roberts said that this is a request for a 120.95 square foot (22.4%) rear yard pavement impervious surface coverage variation to permit the expansion of the existing legal non-conforming driveway. The Village Board will hear this case on July 11, 2017.

3.22 The applicant said that this is a unique situation. They bought their home two years ago. One of the previous owners built a garage and driveway in the back of the property. They made the driveway unusable. There is a huge berm that is a large planter. Their lot is a tear drop lot. One enters the garage in the back through the alley. They knew when they bought the house that an unusable driveway was a drawback and something that they understood was fixable. They have a small child and another child on the way. They have not been able to use the driveway in two years. To back down or pull into the driveway is hard. It is a narrow chute. There is a huge cutaway that makes getting into the garage very difficult. They are asking to widen the driveway to the same width as the garage door.

3.23 Chairman Surman asked if the driveway was initially the garage door width and then previous owners added a planter.

The applicant said that previous owners constructed the driveway in its current configuration, which makes no sense. They will shave the current concrete planter in half. The grading will stay the same. They noticed the neighbors and one of the neighbors is at the meeting. They received comments from neighbors that they support the request. It is not safe to pull into the driveway. There are a lot of small children up and down the alley. The applicants either park on 5th as there is no parking on their portion of Lake or they park on a side pad adjacent to that spot so they are trying to force two cars onto the pad. One car hangs into the alley, which is not a good situation.

The request will not impair light or air. It does not impact any neighbors. According to their contractor, this is a simple process. The current driveway has cracked and broken concrete that will be removed and replaced. They will put foliage in the planter.

3.23 Mr. Robke asked if there are two trees in the planter.

The applicant said there were two trees and Com Ed took down the trees. They plan to landscape the planter.

- 3.24 Mr. Kolleng asked if this was considered a rear yard for purposes of impervious surface.

Ms. Roberts said that it is a rear yard.

- 3.25 Mr. Schneider asked if they ever tried to park two cars.

The applicant said that this cannot be done. When one backs down the berm comes up so high that there are no sight lines. She knows of no houses by them that have this same garage configuration. There is access to the house from the garage but they currently cannot use this.

- 3.26 Mr. Boyer asked where the interior garage access was located.

The applicant said that the access was in the basement. They built the garage off the house and put a deck above it.

- 3.27 Chairman Surman asked if there was a problem with water getting in there.

The applicant said they have no water issues. The construction company looked at it and said that there is a French drainage system at the bottom. The drainage system is good and recommended that it be left in place. There is a drain and sump pump inside the garage.

4.0 INTERESTED PARTIES

4.1 Persons speaking on the application

4.11 Ms. Ann Lancer
915 Sheridan Road

4.2 Summary of presentations

- 4.21 Ms. Lancer said she lives directly across the alley. She is in full support of the request. Their garage is not usable.

5.0 VIEWS EXPRESSED BY MEMBERS OF THE ZONING BOARD OF APPEALS

- 5.1 Mr. Kolleng said that this is a unique lot design in the backyard. There are a lot of impervious surface issues but this situation is not like most other situations reviewed by the Board. He missed it when he first drove by and had to go around again and was stunned when he saw the driveway and how it was blocked. The

hardship is the planter that prohibits them from using the garage. The proposal makes sense to him. The standards of review are met and he can support the request.

5.2 Mr. Boyer said it looks like this was not original to the house. The house needs a garage and the current garage is not usable. The proposal corrects a design issue from an addition to the house. There is no other location for the garage. If they demolish the garage and put it in another area, more variances would be needed. He can support the request.

5.3 Mr. Schneider said that this is a compelling case to approve this variation request.

5.4 Mr. Robke said if they were to get water it would go into their house.

6.0 DECISION

6.1 Mr. Kolleng moved to recommend granting a request for a 120.95 square foot (22.4%) rear yard pavement impervious surface coverage variation to permit the expansion of the existing legal non-conforming driveway at 424 Lake Avenue in accordance with the plans submitted.

6.11 Mr. Boyer seconded the motion and the vote was as follows:

Acting Chairman Bob Surman	Yes
Chairman Patrick Duffy	Not Present
Mike Boyer	Yes
John Kolleng	Yes
Michael Robke	Yes
Reinhard Schneider	Yes
Christopher Tritsis	Not Present

Motion carried.

6.2 Mr. Boyer moved to authorize the Chairman to prepare the report and recommendation for the Zoning Board of Appeals for case number 2017-Z-30.

6.21 Mr. Robke seconded the motion and the voice vote was all ayes and no nays.

Motion carried.

7.0 FINDINGS OF FACT UPON WHICH DECISION WAS BASED

The Zoning Board of Appeals finds that the request meets the variation standards of Section 5.4.F of the Zoning Ordinance. The physical conditions of the property, the irregular shape of the lot and the location of the garage below grade, impose upon the owner a particular hardship. The plight of the owner was created by the owner and is due to the unique development of the lot and siting of the garage. The hardship is peculiar to the property in

question and is not shared by others. The hardship prevents the owner from making reasonable use of the property with a functioning and safe two-car garage. The proposed variation will not impair an adequate supply of light and air. The rear yard is mostly impervious surfaces now so the modification will not negatively impact adjoining properties with water problems. The variation, if granted, will not alter the essential character of the neighborhood.

8.0 RECOMMENDATION

The Zoning Board of Appeals recommends granting a request for a 120.95 square foot (22.4%) rear yard pavement impervious surface coverage variation to permit the expansion of the existing legal non-conforming driveway at 424 Lake Avenue in accordance with the plans submitted.

3.0 TESTIMONY, COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Ms. Julie Kramer, applicant
1300 Sheridan Road

3.12 Mr. Harry Kramer, applicant
1300 Sheridan Road

3.2 Summary of presentations

3.21 Ms. Roberts said that this is a request for a 642.25 square foot (24.95%) front yard impervious surface coverage variation and a variation to permit parking spaces in a required front yard to allow the expansion of the existing legal non-conforming driveway. The Village Board will hear this case on July 11, 2017.

3.22 The applicant said they have lived in the house for seven years. Her husband works out of their home a lot and they have five children. The driveway is a problem. They want a safer driveway. If there are other cars around they cannot turn cars around and it is hazardous. Sheridan Road is a busy street. It is difficult to look behind if one is backing out. They also need an area for people to sit while dropping things off at their home. People cannot park nearby on the street.

She thought about different options when she was creating the design. The easiest solution was to get two lanes going in and out. Her neighbors either have abundant parking behind the house or someplace else or they have two lanes or a circular drive. Her solution was to have a wider driveway that would accommodate two cars and there would be the flow of traffic coming in and out of the two garages. She did not create this problem. The lot is short and narrow. It is only 50' wide. Traffic is an issue and is not an issue in other locations even locations on Sheridan Road. She does not have access to side streets like others have. They are not impacting light and air.

3.23 Chairman Surman asked about the new house to the north.

The applicant said that there is a new house two houses to the north of her house. It is a wider lot. The two houses to the north of her house have ample parking and two ways in and out.

3.24 Mr. Schneider asked if they would have to widen the curb cut.

The applicant said she did not think they would have to widen the curb cut. It is almost two lanes wide.

- 3.25 Mr. Kolleng said he noticed that the grass in the back yard is worn down. Do they back out onto Sheridan Road?

The applicant said she does not back out onto Sheridan Road. She turns around to get out. Some people back out and it is a safety hazard to do this.

- 3.26 Mr. Schneider asked if they planned to reconstruct the entire driveway if the request is approved.

The applicant said they would reconstruct the entire driveway. She said that snow builds up a lot on the driveway so she wants a heated driveway so that is no longer a problem.

- 3.27 Mr. Schneider asked if she considered a permeable surface driveway.

She said that she has not spoken with anyone who has said that is possible with a heated driveway. They don't have a lot of runoff. She wants to solve the problem of a lot of snow piling up.

- 3.28 Mr. Boyer asked Ms. Roberts about the reason for having the curb cut from existing construction to the north instead of having a straight shot from the garage to Sheridan Road. Was it too close to Michigan Avenue? Too close to the sidewalk?

Ms. Roberts said she does not know the history of the property.

- 3.29 Chairman Surman said he thought that Michigan Avenue probably went straight into it and then they built out the berm at some point.

The applicant said that was done before they moved in.

- 3.30 Chairman Surman said he is not as concerned about the impervious surface coverage. It is more a second issue about the parking in a front area. The zoning ordinance does not allow parking spaces in the required front yard.

- 3.31 Mr. Robke said he is also troubled about parking in the required front yard. The safety issue has to do with the number of cars parked there. Would she consider not widening the driveway until they got onto the property?

- 3.32 Chairman Surman said he would prefer seeing a little more impervious in that area and make it more of a court.

- 3.33 Mr. Robke said he is hearing that the reason for widening the drive is to park cars there. There is no street parking in that area. He suggested moving it back towards the building so it is not visible by the street. If the back area was larger they could accommodate the cars. He does not want to see the parking area from the public right of way.

3.34 Chairman Surman said if they pull out of the garage they might not be able to gain that much.

3.35 Mr. Robke said that the issues of safety have to do with cars parked in the front yard setback. To allow more cars to park there is not good.

3.36 Chairman Surman asked if they had considered this option?

The applicant did not consider that option because she would then have no yard at all. The two lanes seems to work for others.

3.37 Mr. Robke said that the only reason for double width is to park a car and still get out.

The applicant said that happens all the time with other residents. In order to not have cars there they would have to go down to Elmwood, over to Michigan and all the way up. Most of the time they park on the street. She knows that the Village does not want to have people parking on the driveway. The issue is with turning around. They park way over in the grass now and cars are still in the way. It does not solve the problem to have more space in the turnaround. People park in the middle.

3.38 Mr. Schneider asked about capacity of the new scheme. How many cars will they be able to park?

The applicant said they would be able to park 1 to 2 cars outside the garage.

3.39 Mr. Boyer clarified that the applicant did not build the house and did not put in the driveway. The builder did this for a reason – what is the reason? It would make more sense if the driveway was two-car-garage width and to pull out or in in a straight line.

3.40 Chairman Surman said in the planning they probably thought that one might get a look at the lake when driving up.

3.41 Mr. Boyer said that with a front-loaded garage in a typical build the driveway is the width of the garage to the street with an apron.

3.42 Mr. Schneider said that 50' lots do not have 20' driveways to the back.

3.43 Chairman Surman said that his understanding was that if they had a two-car garage they can park two cars and the area behind is the driveway. On a 50' lot they could have 18' driveway. He talked about having an hourglass shape.

3.44 Mr. Boyer said that would be 1,500 square feet versus 1,605 square feet. There is a configuration that probably has more impervious surface than what the applicant is

asking for – if it was a straight shot. The garage is front loaded because there is no side drive or alley access. They cannot have a side drive due to rear yard topography. There are challenges with this narrow lot on the lake.

- 3.45 Mr. Robke said that to him the issue is not impervious area, but the front yard parking. Making the driveway wide puts cars against the sidewalk.
- 3.46 Chairman Surman said he looked at other houses on Sheridan Road. One can have a u-shaped house or go into the garage and make the u and the car could be parked next to the sidewalk.
- 3.47 The applicant reiterated that the situation is dangerous. With a big house, a lot of cars come and go.
- 3.48 Chairman Surman asked how many cars the family had.

The applicant said they have three cars and one is always on the street. But her husband has clients coming and going. The cleaning lady parks on the street. She needs two lanes to get in and out.

Mr. Kramer said that his wife has spent a lot of time to find the best solution. They have five children and four of them now drive. During the summer, their two college students are home so they are driving. He is a professor at NU and students come over every day. He talked about how hard it was for people coming over to find parking. He is sensitive to the risk of hurting someone. They are blessed to be in the house but backing up is dangerous. They moved into the house seven years ago. They initially thought the situation was dangerous, but they only had one child driving. The fifth child is in driver's ed and will soon be driving. He wants to do what is reasonable but is concerned about safety. He supports what his wife is proposing. The Board has to do what they have to do.

- 3.49 There was no one in the audience to speak on this case. There was no additional communication on this case.

5.0 VIEWS EXPRESSED BY MEMBERS OF THE ZONING BOARD OF APPEALS

- 5.1 Mr. Schneider said that he is sympathetic to the unique situation. He asked Ms. Roberts if the 642 square feet was the incremental increase resulting from the request.

Ms. Roberts said that is the whole amount over the maximum. They are over with the existing.

- 5.2 Mr. Boyer said that 394 square feet is the net ask and the gross is 642 square feet.

- 5.3 Mr. Schneider continued and said that he is concerned about water runoff in the Village. When that can be minimized he is in favor of that. In tonight's case, the applicant said they would tear out the current driveway and install a heated driveway, which makes the entire driveway impervious. He wished that there was another solution. He does not know if there is. He does not want to see an increase in impervious surface. That is his issue.
- 5.4 Mr. Kolleng said he looks at this in two parts. The first is expanding the existing area closest to the garage to allow more ease in turning around. He has no issue with that portion. Widening the drive by 8' to allow parking will create more of a safety issue. People will pull in and back out. That is problematic for him. In past cases that are similar, the Board has usually denied the request. He has a problem supporting the front yard parking piece of the request.
- 5.5 Chairman Surman asked if Mr. Kolleng pulled into the driveway.
- Mr. Kolleng said he backed in.
- 5.6 Chairman Surman said he felt disoriented pulling out.
- 5.7 Mr. Robke said there are three issues. He knows that there is a safety concern and that they need to park more cars there. This is a unique site with Michigan Avenue and no parking. He can support more impervious area, but is concerned about widening the drive beyond what is on the public side of the curb cut of the sidewalk. He could support the request if there was a buffer of the original driveway with current landscaping in the front. Without the impervious area, they cannot get parking and the ability to get in and out. There is a hardship given lack of parking in the area. It is not unreasonable to say they can park more than two cars for a house of this size on the lake. He wants the driveway kept at its original length. Cars parked there add to site line concerns and safety issues. The goal is not to have cars parked in the front yard.
- 5.8 Chairman Surman clarified that Mr. Robke would increase it more than what they are showing.
- 5.9 Mr. Robke said that the ask with regard to impervious area is not unreasonable given the task. His issue is with the variation to permit parking, which is being created with the proposed configuration of the driveway so close to the sidewalk.
- 5.10 Chairman Surman said that by parking the cars on the side if they widen it, those cars have to experience backing up.
- 5.11 Mr. Robke said that the goal is not to see the cars. The house is nicely landscaped. He wants to keep parking in the landscaped area.

- 5.12 Chairman Surman said that currently they are requesting over 30' out from the garage. Is Mr. Robke saying he would accept that number or increase that number?
- 5.13 Mr. Robke said he would not have an issue with a slight increase to the 30' number. He would shift impervious from the driveway to get the shape right.
- 5.14 Mr. Boyer said that where the builder made the driveway and where he sited the house seems like a design error.
- 5.15 Mr. Robke said it might not be a design error but an evolution where people have more cars today than in the past.
- 5.16 Mr. Boyer said there is a way to have more of a flag-type layout. Having a single lane drive in this location was not the best design. There is no street parking anywhere for this family and this is unique.
- 5.17 Chairman Surman said if this was a new house, the driveway would go over to the south.
- 5.18 Mr. Boyer said if the driveway was reconfigured there would be parking in the front yard. Either way there will be parking in the front yard and either way there is no street parking. The proposal is not the best correction, but there needs to be some relief. The ask is not that big. The Board has to weigh private property rights with the ordinance. This is a reasonable request.
- 5.19 Mr. Kolleng asked if they were going to guarantee backing out by widening this. Pulling forward is not an issue.
- 5.20 Chairman Surman said if cars are stacked the last car would back out. This is pushing the issue further along the driveway.
- 5.21 Mr. Kolleng said they don't back out now – they turn around.
- 5.22 Chairman Surman said if there are two cars in the garage and they need to back out, even if they added 10 more feet, there would not be enough room to make that turn.
- 5.23 Mr. Schneider said that if there are two cars in the garage and two cars in the court that still leaves room for the cars in the garage to come out. If there are two cars in the widened driveway, that is four cars. Can't the cars turn into the apron, back up and make a three-point turn to come out?
- 5.24 Mr. Robke said an area would need to be squared off more. There could be a more efficient way to do this without widening the driveway.
- 5.25 Mr. Schneider asked the capacity they are designing for. After discussion, it was determined they are designing for six cars. He does not see that issue as such a big

deal and is more concerned about the impervious surface. Runoff would increase and flooding is an issue in the Village.

- 5.26 Chairman Surman said that the property probably slopes to the back.
- 5.27 Mr. Schneider asked if the Village would review/monitor plans to ensure they do not increase the runoff situation. He could support this if runoff was mitigated. It is a unique situation.
- 5.28 Chairman Surman also wants to solve the safety issue at the same time. If the court was larger there could be more spaces on the court. This is a difficult situation.
- 5.29 Mr. Schneider asked if any mitigation to runoff is reviewed.
- Ms. Roberts said that it could be done in this case. It does not need to be added to the motion.
- 5.30 Chairman Surman said impervious surface does not bother him, but extending the safety issue and having to back out is a concern. But something has to be done. If it was designed new there probably would be a parking court.

6.0 DECISION

- 6.1 Mr. Schneider moved to recommend granting a request for a 642.25 square foot (24.95%) front yard impervious surface coverage variation and a variation to permit parking spaces in a required front yard to allow the expansion of the existing legal non-conforming driveway at 1300 Sheridan Road in accordance with the plans submitted.

- 6.11 Mr. Kolleng seconded the motion and the vote was as follows:

Acting Chairman Bob Surman	No
Chairman Patrick Duffy	Not Present
Mike Boyer	Yes
John Kolleng	No
Michael Robke	No
Reinhard Schneider	Yes
Christopher Tritsis	Not Present

Motion failed.

- 6.2 Mr. Boyer moved to authorize the Chairman to prepare the report and recommendation for the Zoning Board of Appeals for case number 2017-Z-28.
- 6.21 Mr. Robke seconded the motion and the voice vote was all ayes and no nays.

Motion carried.

7.0 FINDINGS OF FACT UPON WHICH DECISION WAS BASED

A majority of the Zoning Board of Appeals finds that the request does not meet the variation standards of Section 5.4.F of the Zoning Ordinance. There are no conditions of the property that are creating a practical difficulty or a particular hardship. There may be an alternative that provides more coverage and maneuvering room closer to the house so that widening the driveway and having parking spaces by the sidewalk is not necessary.

A minority of the Zoning Board of Appeals finds that the request meets the variation standards of Section 5.4.F of the Zoning Ordinance. The physical conditions of the lot, the relatively narrow lot width, the location of the driveway on the lot, and the property location on Sheridan Road where Michigan Avenue comes in, impose upon the owner a practical difficulty. The plight of the owner was not created by the owner and is due to unique circumstances. The difficulty is peculiar to the lot in question and not generally shared by others. The difficulty prevents the owner from making reasonable use of the property with safe and adequate parking and egress from the property. The proposed variations will not impair an adequate supply of light and air to adjacent properties. The request will not result in a storm water problem for adjacent properties. The variations, if granted, will not alter the essential character of the neighborhood.

8.0 RECOMMENDATION

The Zoning Board of Appeals recommends denying a request for a 642.25 square foot front yard impervious surface coverage variation and a variation to permit parking spaces in a required front yard to allow the expansion of the legal nonconforming driveway at 1300 Sheridan Road in accordance with the plans submitted.

3.0 TESTIMONY, COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Ms. Maria Tak, applicant
824 Laramie Avenue

3.2 Summary of presentations

3.21 Ms. Roberts said that this is a request for a 95.9 square foot (7.15%) front yard impervious surface coverage variation and a 127.48 square foot (15.78%) combined side yard impervious surface coverage variation to permit the widening of the existing driveway. The Village Board will hear this case at their July 11, 2017 meeting.

3.22 The applicant wants to widen their current 8' driveway and extending it to a 13' width. They have lived in the home for four years. They now have funds to repair the cracked and damaged driveway. Due to the narrow width, it is an inconvenience and a safety issue. Her mother will be having knee surgery and will move in with them. They will need more room to get out of the car to have access to a wheel chair or walker. When the weather is bad, one has to step onto soil to get out of the car and her mother slipped. She asked the Board to approve driveway width expansion even if it was not at the requested 13'.

3.23 Mr. Boyer asked if the width did not have to be 13'.

The applicant said they want to take advantage of their space if possible.

3.24 Mr. Schneider clarified that they want to expand the driveway from the edge of the house to the edge of the property line for the whole length of the driveway.

3.25 Chairman Surman said that the reason for ordinances is so that people do not add too much impervious area.

Ms. Roberts said that the driveway could go all the way to the lot line and no setback is required.

3.26 Chairman Surman said 13' is a big ask. More pavement can mean more flooding.

3.27 Mr. Robke said if there is an issue of loading and unloading, the whole driveway does not need to be done. A 5' section could be widened all the way to the property line so one does not go onto wet soil. Or maybe the section could be 10'.

3.28 Mr. Boyer said if they are only doing a section they might not need a variance.

The applicant asked if they could extend it from the start of the garage to the front of the house.

- 3.29 Chairman Surman asked how much over they were on impervious.

Ms. Roberts said they are over by 95 square feet in the front.

The applicant said the variation request is 127 square feet in the back.

- 3.30 Mr. Boyer said there is a dark outline on 1.4. That is part of impervious surface.

Ms. Roberts said that is part of the plan but does not count as coverage. It is in the buildable area.

- 3.31 Chairman Surman said that the whole property is 128 feet long. The driveway would be at least 100 feet long.

- 3.32 Mr. Boyer said that the driveway from garage to sidewalk is 101.21 feet.

- 3.33 Chairman Surman said that the front yard is 30' and existing driveway is 8' and they want to go 13' so it is 150 square feet. They would have to narrow the front down and make the request half to make it work right. The original request is 95 square feet so they would have to take 3' off width so they would be down to 10' wide in the front section and there would be no variance needed.

- 3.34 Mr. Boyer said that the rear area brings in the side yard impervious surface issue, which is another 71 square feet.

- 3.35 Chairman Surman said that the length is 127 feet. If they took 2' off the whole thing they might not need a variance. They would have an 11.5' area. There is some combination that would work without requiring a variance. They could go from 10' and could continue that and fill up that area along the house and put more area in the back.

- 3.36 Mr. Robke clarified the above for the applicant. The side yard is a little trickier but if they widened the area by the house it could work and a variance would not be needed. The side yard is to the south when going from the front of the building to the property line.

- 3.37 Mr. Boyer said that the Board is revising the plan at the meeting. Is there a way to amend the request?

- 3.38 Mr. Robke said that an amended request as discussed would not require a variance.

- 3.39 Mr. Schneider asked if they would vote on the original request and then the revised request would not need any variances.

- 3.40 Mr. Boyer said there is a potential for alternatives that would not require variances. The original request would not be supported.
- 3.41 Chairman Surman drew a plan with the front area being 10' and then they would go back a certain distance in the back. The line on the south side would stay straight and widen it in the back. That is one option.
- 3.42 Mr. Robke said they could move the wider part somewhere else.
- 3.43 Chairman Surman said that the applicant would work with staff to stay within the code so no variances would be needed.
- 3.44 Ms. Roberts said she would meet with the applicant to see if the plans could work without any variances. If it can work, the request can be withdrawn from the Village Board.
- The applicant agreed to work with staff.
- 3.45 There was no one in the audience to speak on this case. There was no additional communication on this case.

5.0 VIEWS EXPRESSED BY MEMBERS OF THE ZONING BOARD OF APPEALS

- 5.1 Mr. Boyer said that there is most likely a solution that accommodates the applicant and eliminates the need for a variance, he will not support the request but encouraged the applicant to move forward with a conforming plan.
- 5.2 Mr. Robke agreed with the above.
- 5.3 Mr. Kolleng said it looks like they can do front yard impervious surface within the code and if they needed a smaller side yard variance the Village Board would probably look favorably upon this. He cannot support this as presented.

6.0 DECISION

- 6.1 Mr. Boyer moved to recommend granting a request for a 95.9 square foot (7.15%) front yard impervious surface coverage variation and a 127.48 square foot (15.78%) combined side yard impervious surface coverage variation to permit the widening of the existing driveway at 824 Laramie Avenue in accordance with the plans submitted.
- 6.11 Mr. Robke seconded the motion and the vote was as follows:

Acting Chairman Bob Surman	No
Chairman Patrick Duffy	Not Present
Mike Boyer	No

John Kolleng	No
Michael Robke	No
Reinhard Schneider	No
Christopher Tritsis	Not Present

Motion failed.

6.2 Mr. Schneider moved to authorize the Chairman to prepare the report and recommendation for the Zoning Board of Appeals for case number 2017-Z-27.

6.21 Mr. Robke seconded the motion and the voice vote was all ayes and no nays.

Motion carried.

7.0 FINDINGS OF FACT UPON WHICH DECISION WAS BASED

The Zoning Board of Appeals finds that the request does not meet the variation standards of Section 5.4.F of the Zoning Ordinance. There are no particular conditions of the property that are causing a practical difficulty or particular hardship. A conforming alternative likely exists. The owners are able to make reasonable use of the property without the variation.

8.0 RECOMMENDATION

The Zoning Board of Appeals recommends denying a request for a 95.9 square foot (7.15%) front yard impervious surface coverage variation and a 127.48 square foot (15.78%) combined side yard impervious surface coverage variation to permit the widening of the existing driveway at 824 Laramie Avenue in accordance with the plans submitted.

REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.7



Community Development Department

SUBJECT: Amendment to Chapter 20, Article 16 of the Village Code Sign Ordinance

MEETING DATE: July 25, 2017

FROM: [Chairman Steve Leonard](#) and the Land Use Committee (Trustees [Dodd](#) and [Sullivan](#))

BUDGET IMPACT: None

Recommended Motion

Introduction and subsequent adoption of Ordinance 2017-O-44 which amends the Sign Ordinance regarding political signs.

Discussion

In the recent past, the Illinois General Assembly amended Section 5/11-13-1(12) of the Illinois Municipal Code (65 ILCS 5/11-13-1(12)) by adding a restriction upon local municipalities, including home rule municipalities, from imposing local regulations limiting the time period in which political signs may be displayed upon residential property. Section 16.9 of the Village of Wilmette Zoning Ordinance currently has a provision in it that conflicts with the amendment to the state statute. While this provision is not begin enforced by the Village, the housekeeping matter of correcting the Village Code still needs to be finalized.

The proposed ordinance addresses this single issue and will make the Village of Wilmette Zoning Ordinance compliant with state statute.

On July 10, 2017 the Land Use Committee voted unanimously to recommend the proposed sign ordinance amendment to the Village Board.

Budget Impact

There is no impact to the budget.

Documents Attached

1. Ordinance 2017-O-44

ORDINANCE NO. 2017-O-44

**AN ORDINANCE AMENDING THE ZONING CODE
(Sign Ordinance – Political Signs)**

WHEREAS, the Village of Wilmette is a home rule municipality as provided in Article VII, Section 6 of the Constitution of the State of Illinois, 1970, and may pursuant to said authority undertake any action and adopt any ordinance relating to its government and affairs; and

WHEREAS, Public Act 96-904 (P.A. 96-904) amended Section 5/11-13-1(12) of the Illinois Municipal Code (65 ILCS 5/11-13-1(12)) by adding a restriction upon local municipalities, including home rule municipalities, from imposing local regulations limiting the time period in which political signs may be displayed upon residential property.

WHEREAS, the Village President and Board of Trustees find that amending the Village's Zoning Code as it pertains to outdoor political signs, is in the best interests of the health, safety and welfare of the public and required pursuant to P.A. 96-904.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Wilmette, Cook County, Illinois in the exercise of its home rule authority as follows:

SECTION 1: Each of the foregoing recitals and findings are hereby made a part of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The Wilmette Village Code, 1993, as amended, is further amended in Chapter 20, Zoning, Section 16.9, SIGNS NOT REQUIRING A PERMIT, paragraph (m), by deleting the text shown in strikethrough and inserting the new text shown in underlined, bold type below, so that said further Section 16.9 (m) shall hereafter read as follows:

(m) Political and Non-Commercial Message Signs

(1) A sign or poster expressing the opinion of the owner or occupant of the property about a political, religious, social or similar issue of public concern is permitted without a sign permit, provided that no advertising of goods or services is included.

~~(2) Political signs or posters announcing candidates seeking public political office and/or political and public issues contained on a ballot are permitted without a sign permit. Such signs must be removed within seven (7) days after an election.~~

~~(3)~~ 2 Such signs must be posted on private property only, and only with the permission of the property owner.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the **11th day of July, 2017**, according to the following roll call vote:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this **11th day of July, 2017**.

President of the Village of Wilmette, IL

ATTEST:

Clerk of the Village of Wilmette, IL

REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.8



Community Development Department

SUBJECT: 2017-Z-31 [808 Linden Avenue](#) – Request to Remand Back to Zoning Board of Appeals on September 19, 2017

MEETING DATE: July 25, 2017

FROM: [Lisa Roberts](#), Assistant Director of Community Development

BUDGET IMPACT: None

Recommended Motion

Move to remand case 2017-Z-31 a request for a special use for the expansion of a special use (educational facility, primary), a 7,652.2 square foot (10.9%) floor area variation, a 14.83' side yard setback variation, a 7.08' rear yard setback variation, a 2,280.0 square foot (40%) side yard impervious surface coverage variation, a 37.0' rear yard playground equipment setback variation, an 18.25' rear yard step setback variation, a 5.0' side yard parking space setback variation, and a variation to allow parking spaces to open directly upon an alley to permit the construction of a two-story addition on the legal non-conforming structure (St. Francis Xavier School) at 808 Linden Avenue to the Zoning Board of Appeals to be heard on September 19, 2017.

Discussion

At the July 5, 2017 Zoning Board of Appeals meeting, the Board voted to make a negative recommendation on the request.

The applicants would like to present a revised plan to the Zoning Board regarding their request and are therefore asking the Village Board to remand the case to the Zoning Board for their September 19, 2017 meeting.

Budget Impact

There is no impact to the budget.

Documents Attached

1. Email from Gerald Callahan for St. Francis Xavier School dated July 19, 2017

Roberts, Lisa

From: Callaghan, Gerald P. <jcallaghan@freeborn.com>
Sent: Wednesday, July 19, 2017 9:40 AM
To: Roberts, Lisa; Adler, John
Cc: Wallace, Christopher (CVALLACE@m3cp.com)
Subject: RE: ZBA schedule

Lisa,

SFX has elected to request the Village Board to refer the case back to the ZBA for consideration of a revised plan on September 19 with final consideration and vote by the Village Board on October 10. Do we need to appear at the Village Board meeting next week to make the request or will this email suffice?

Thanks,
Jerry

GERALD P. CALLAGHAN
Attorney at Law
(312) 360-6555 direct
jcallaghan@freeborn.com

REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.9



Community Development Department

SUBJECT: 2017-P-03 [730 Romona Road](#) – Request to Table to August 22, 2017

MEETING DATE: July 25, 2017

FROM: [John Adler](#), Director of Community Development

BUDGET IMPACT: None

Recommended Motion

Table case 2017-P-03, a request for tentative plat approval for a two-lot subdivision, to August 22, 2017.

Discussion

At their July 6, 2017 meeting the Plan Commission voted against recommending a request for tentative plat approval of a two-lot subdivision at 730 Romona Road. Because of expected absences at the July 25, 2017 Village Board meeting and the cancellation of the August 8, 2017 Village Board meeting, the applicant is requesting that the case be tabled to August 22, 2017.

Budget Impact

There is no impact to the budget.

Documents Attached

1. Email from Derek Schiller, applicant, dated July 20, 2017
2. Case 2017-P-03

From: [Derek Schiller](#)
To: [Adler, John](#)
Subject: RE: July 25th VB Meeting
Date: Thursday, July 20, 2017 11:46:30 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Following up that I spoke to Barbara Canning and she supports moving the meeting.

From: Derek Schiller [mailto:derekschiller263@gmail.com]
Sent: Thursday, July 20, 2017 11:15 AM
To: 'Adler, John' <adlerj@wilmette.com>
Subject: RE: July 25th VB Meeting

Hello John,

I left word with Seller's attorney and I have not spoken with her yet, but i will assume we're on the same page as sellers...

Please re-schedule to August meeting or next available.

Thank you,
Derek

DS DEVELOPMENT

2709 W. Peterson Ave Chicago, IL 60659
P: 773.878.5555 Ext.12 F: 773.878.5500

From: Adler, John [mailto:adlerj@wilmette.com]
Sent: Thursday, July 20, 2017 8:54 AM
To: derekschiller263@gmail.com
Subject: RE: July 25th VB Meeting

Any word from the seller on the continuance?

Thanks,

John


From: Adler, John
Sent: Wednesday, July 19, 2017 8:46 AM
To: 'derekschiller263@gmail.com' <derekschiller263@gmail.com>
Subject: July 25th VB Meeting

Hi Derek – I left you a message about only 5 Village Board members being present on July 25th. Your request will need 4 positive votes to be approved. A 3-2 vote would not approve the request. I need to know ASAP if you are going to want the request table to a meeting at which 6-7 Village Board members will be present.

Thanks,

John

John Adler, AICP, LEED AP
Director of Community Development
Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091
Phone: (847) 853-7528
Fax: (847) 853-7701

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**REPORT TO THE BOARD OF TRUSTEES
FROM THE
PLAN COMMISSION**

Recommendation:	The Plan Commission did not make a recommendation to approve tentative plat approval of a two-lot subdivision at 730 Romona Road.	
	The Plan Commission concluded its public hearing and by unanimous motion authorized the creation of this report and the transmission of the case to the Village Board for further action. By custom, the Plan Commission's failure to recommend approval of the application is treated as a recommendation to deny.	
Case Number:	2017-P-03	
Property:	730 Romona Road	
Zoning District:	R1-A, Single Family Detached Residence	
Applicant:	626 Forest LLC	
Nature of Application:	Request for tentative plat approval for a two-lot subdivision	
Section of Code:	Chapter 15, Planning and Platting	
Applicable Provisions of the Zoning Ordinance:	Section 8.3	
Hearing Date:	July 6, 2017	
Date of Application:	May 10, 2017	
Plan Commission Vote:	Maria Choca Urban, Chairman	Yes
	Michael Bailey	No
	Homa Ghaemi	No
	Christine Norrick	No
	Steven Schwab	Yes
	Jeffrey Head	Absent
	Michael Taylor	Absent

Notices:

Notice of public hearing to the applicant, June 12, 2017.
Notice of public hearing published in The Wilmette Beacon June 15, 2017. Posted on the property, June 15, 2017. Affidavit of compliance with notice requirements dated June 22, 2017.

Report Prepared By:

[John Adler, AICP, LEED AP](#)
Director of Community Development

**Report Approved and
Submitted By:**

Chairman Maria Choca Urban

 7-20-2017

Chairman Maria Choca Urban

Date

STAFF INFORMATION AS PRESENTED TO THE PLAN COMMISSION

Description of Property

The Subject Property is located on the east side of Romona Road approximately 139.48' north of Birchwood Court. The property has 140.0' of frontage on Romona Road and is 160' in depth. The property is 22,400 square feet in area. The property is improved with a one-story single-family home and attached two-car garage.

The Subject Property is surrounded by properties zoned R1-A, Single Family Detached Residence and improved with single-family homes.

The Subject Property was part of a 1962 subdivision (Benner's Subdivision) that received a lot width variation to permit a flag-shaped lot. A copy of that subdivision is attached as Document Number 1.6. Lot 2 in Benner's Subdivision is the flag-shaped lot and Lot 1 is the Subject Property. That approval was conditioned upon Lot 2 only receiving curbside trash pickup. A copy of the approving ordinance is attached as Document Number 2.8.

Subdivision Request

The petitioner is seeking to subdivide one existing lots into two new lots. The parcel is proposed to be re-subdivided into two conforming lots. The north lot, Lot 1, measures 70' wide by 160' deep and has an area of 11,200 square feet. The south lot, Lot 2, also measures 70' wide and 160' deep and has an area of 11,200 square feet. A new single-family home is proposed to be constructed on each lot. The Village Code requires Plan Commission review and Village Board approval of a plat of subdivision.

The zoning will remain R1-A, Single Family Detached Residence, and the existing structure will be removed and two new homes will be built if the subdivision is approved. Section 8.3 of the Zoning Ordinance requires lots in the R1-A District to have a minimum lot size of 8,400 square feet and a lot width of 60'. The proposed lots conform to the lot area and lot width requirements.

<u>R1-A District Lot Requirements</u>			
	<u>Minimum Requirement</u>	<u>Proposed Lot 1</u>	<u>Proposed Lot 2</u>
<u>Lot Width</u>	60'	70'	70'
<u>Lot Area</u>	8,400 s.f.	11,200 s.f.	11,200 s.f.

Subdivision Code, Chapter 15 of the Village Code

Chapter 15, Planning and Platting contains the subdivision regulations and sets forth the plat requirements.

Chapter 15-2.3(d) requires lots to be “consistent with the density and the existing pattern of development in the surrounding neighborhood. For the purpose of this Section, “neighborhood” shall mean that area delineated in the Neighborhood Area Map, incorporated by reference in this Section as if fully set forth herein, within which the property proposed to be subdivided is located. “Neighborhood Map” means the Neighborhood Area Map approved by the Board of Trustees as well as any amendments adopted thereto.” “Each lot in a proposed subdivision or resubdivision in a residential zoning district shall be substantially rectangular in shape, unless the contours of an adjacent street or previously established lot render such shape impractical. A lot whose relationship to one or more adjacent lots is such as to form an “L” shape is considered inconsistent with the foregoing requirement and shall not be included in any residential subdivision or resubdivision.” A copy of the Neighborhood Area Map for the subject property is attached as Document Number 1.5. The subject neighborhood includes properties bounded by Romona Road on the west, Locust Road on the east, Lake Avenue on the north, and Regina High School to the south.

Of the approximately 126 single-family parcels (not including the Subject Property) contained in the subject neighborhood, as defined by the Neighborhood Area Map, approximately 118 are lots with areas less than the proposed new lots (11,200 sf) and approximately 86 are lots with widths equal to or less than the proposed new lots (70’ wide).

If the tentative approval is granted the applicant will be required to obtain engineering approval before seeking final plat approval from the Village Board.

Zoning Ordinance Provisions Involved

Section 8.3 references Table 8-3 which establishes a minimum lot area of 8,400 square feet, a minimum lot width of 60’, and the setback provisions for lots in the R1-A, Single Family Detached Residence District.

Action Required

Approval of this request entails a recommendation to grant tentative plat approval for the proposed two-lot subdivision of the property located at 730 Romona Road, in conformance with the plans submitted, with the condition that the existing house be removed prior to the final plat being recorded.

(After the vote on the request)

Move to authorize the Chairman to prepare the report and recommendation for the Plan Commission for case number 2017-P-03.

CASE FILE DOCUMENTS

<u>Doc. No.</u>	<u>Documents</u>
-----------------	------------------

Location Maps and Plans

1.0	Aerial Map
1.1	Sidwell Tax Map
1.2	Zoning Map
1.3	Plat of Survey
1.4	Proposed Plat of Subdivision
1.5	Neighborhood Area Map
1.6	1962 Subdivision

Written Correspondence and Documentation

2.0	Completed application form dated May 10, 2017
2.1	Letter of Application dated May 10, 2017
2.2	Proof of ownership
2.3	Notice of Public Hearing as prepared for the petitioner, June 12, 2017
2.4	Notice of Public Hearing as published in the <u>Wilmette Beacon</u> , June 15, 2017
2.5	Certificate of publication
2.6	Certificate of posting, dated June 15, 2017
2.7	Affidavit of compliance with notice requirements, filed by applicant, June 22, 2017
2.8	Ordinance 2592
2.9	Email with attachment from Chas Schinzer, 732 Romona Road, dated June 28, 2017

3.0 TESTIMONY, COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Mr. Derek Schiller, 2709 W. Peterson Avenue, Chicago IL

3.2 Summary of comments

3.21 Mr. Adler said the first and only case on the agenda is 2017-P-03, a request for tentative plat approval for a two-lot subdivision.

3.22 Mr. Derek Schiller, 2709 W. Peterson Avenue, Chicago IL, explained that he is requesting to subdivide 730 Romona into two equal size parcels. Currently the parcel measures 140' wide on Romona and 160' deep. He seeks to have two 70' wide by 160' deep lots. The current lot area is 22,400 square feet which is much larger than the average sized lots in the neighborhood. The proposed subdivision will leave two parcels, 11,200 square feet each, which are sizable lots relative to the average lots found throughout the neighborhood. The new parcels considerably meet the density and development pattern of the neighborhood. For these reasons he believes the request conforms to the standards of review set forth in the Village of Wilmette Zoning Ordinance and Subdivision Code.

4.0 INTERESTED PARTIES

4.1 Persons speaking on the application

4.11 Ms. Karen Dexter Rolison, 820 Romona Road

4.12 Ms. Sharon Greenburg, 722 Romona Road

4.13 Mr. Charles Schinzer, 732 Romona Road

4.14 Mr. Joel Greenburg, 722 Romona Road

4.15 Mr. Sheldon Sandman, 738 Romona Road

4.16 Ms. Lynne Sandman, 738 Romona Road

4.17 Mr. Cass Friedberg, 2834 Birchwood Avenue

4.18 Ms. Mia Schinzer, 732 Romona Road

4.19 Peg O'Halloran, 183 Walnut Avenue

4.2 Summary of Comments

4.21 Ms. Karen Dexter Rolison, 820 Romona Road, asked how often the Board of Trustees agrees with the Plan Commission's recommendation as they are the experts and understand zoning more than the Board would. Mr. Adler said on a subdivision the Village Board would usually accept the Plan Commission's recommendation. He couldn't recall a time where a subdivision came to the Village Board with a positive recommendation that the Village Board didn't approve. Ms. Rolison said they have lived in three different houses in Wilmette

and they just moved east hoping to find a place where retired people could live and stay in the Village. When she first moved in she was very ill just coming out of lung cancer surgery and that little piece of forest on Romona has been so important to her that it broke her heart to see the hearing notice posted. The property has a whole lot of greenery and a coolness in the air and that is what is lacking in our overgrown, big home village. At the very least she would hope the Plan Commission makes the developer keep all the trees possible because that is what Wilmette is really all about and we wouldn't be who we are without it.

- 4.22 Ms. Sharon Greenburg, 722 Romona Road, just south of the proposed subdivision. She has concerns about the request from a different perspective. There are numerous trees on the property and removing the trees will be a very noisy activity. She is also concerned about the disturbance to the ground with the root structure. Some of the Elm trees must be 80-90- years old and she is concerned about what might happen to their masonry work, their drainage and sewer systems. The Greenburgs recently redid their concrete, which had sunk, so she is concerned about that as well as the aesthetic concerns previously expressed so well.
- 4.23 Mr. Charles Schinzer, 732 Romona Road, said he and his wife, Mia Schinzer, are kind of the odd dog in this request. They are not just neighbors but neighbors with an easement relationship with the lot currently in front of the commission. The Schinzers are the subservient and 730 Romona is the dominant relationship, in legal terms. The easement relationship has not been great over the years. The owner of the lot in front has refused to do just about everything under the sun and it has been very problematic to have to try and manage that relationship. He can't imagine that you are going to tear all that down and have construction trucks coming through and utilizing the driveway and there being a way to manage that just as a citizen. It will place a burden on the Schinzers to manage a very novel legal relationship. The people who live at 730 Romona now don't do any maintenance. Wherever the current residents could get away with something they did and that is something the Schinzers need to put a stop to.

The easement calls out in very specific terms that the owners of 730 Romona have in and out access over the existing drive. The owners of 730 Romona can't move the drive anywhere along the easement or change the access point. The Schinzers are very concerned if the owners of 730 Romona change the way they access the drive they will be able to build a 6' fence in his front yard, 14' away from his front door and still be fully in compliance with city rules. They have a lot of objections because they believe it will dramatically change the value of their house negatively. Everybody around will be inconvenienced with two houses being put up but they will also have to manage an easement as well as having the prospect of having a 6' fence in their front yard and there is no way under the sun they will allow that. The Schinzers already have a fence along the back side of their house so they would have 6' fences on both sides of their house and that would make the value of their property so low based on all of the things they have done to the house. His wife has put her heart and soul into the house so there is no way under the sun they will let that type of thing happen. They have done too much to

increase the value of their property while the lot in front has gone through total neglect through the past 20 years and they are going to be in effect rewarded for doing that and that isn't right.

The Schinzers objection on rezoning is very firm and they have reasons beyond the typical person who enjoys the property to object and they will feel the impact 10 times more. There is no other citizen in Wilmette that has to go through this. He asked if any of the Plan Commission members have visited the property. He asked if the Commissioners were aware just how poorly the front is maintained. Is there any guarantee that the next person is going to do any better? They are at the point where only they will speak up for that. If you don't go and see the property you will just say we have rubber stamped 18 of these already this year so let's keep doing it. They are the ones that need to stand up and speak for their property as they keep getting taken advantage of. They get the least of city services. They don't get city snowplowing and have to walk 100 yards to put their trash to the street. They need to speak up and say no for the right reasons. That is his starting points, there is more. Mr. Adler asked Mr. Schinzer to finish his statement. Mr. Schinzer said that other people might bring up points that he will want to comment on.

- 4.24 The location of the Schinzer's property was clarified for an audience member.
- 4.25 Mr. Joel Greenburg, 722 Romona Road, has lived there for 40 years with his wife Sharon. Right now they have beautiful woods next to their house just as the Sandmans to the north do. His read of the Wilmette code is that they are entitled to a 7' setback so it is possible they will go from having woods next to them to a house 7' away from their property line. They have no idea what the plans are but they could have two houses at that 7' setback, which would really squeeze them and change a property that is sort of magnificent to become a very squeezed ordinary subdivision. If there is any power in this organization/commission to stop the subdivision, it is something to really look at because the aesthetics of this situation will become deplorable. When those two houses are built it will be just an ordinary subdivision and the Village will suffer for it.
- 4.26 Mr. Sheldon Sandman, 738 Romona Road, has lived with his wife Lynne on the north side of the property question since 1973. He noticed when it was asked if anybody on the Plan Commission visited the property he saw only one nod. He believes it is incumbent upon all Commissioners to not just look at a diagram but to go and look at the property itself because it is very unique. There are very few pieces of property in that area, south of Lake Avenue that exist the way that property does and is one of the reasons they moved there in 1973. To go ahead and put in two homes will, as Mr. Greenburg said, destroy the symmetry of that area which is just north of Birchwood Avenue, where the homes not just on their side of the street are very spaciouly set apart from one another. The properties on Romona from Birchwood to Lake Avenue are very unique with regards to the spaciousness that exists between each parcel. He asked each member to take the time to view the property to get a better understanding of what everybody is speaking about. If those homes are built the Shinzer property will literally be

blocked off in regards to where they are and that isn't right. They thought when the property was sold somebody would perhaps tear the existing house down and build a larger house or add on to the home. If you were living where they live you wouldn't want to see two homes go there.

- 4.27 Commissioner Schwab asked the lot widths on the east side of Romona in comparison to the 140' wide subject property. Mr. Adler answered south there are three lots around 69'-70' and one around 74'. North there are lots that are 75' 82', 101', 100' and 102' wide.
- 4.28 Ms. Lynne Sandman, 738 Romona Road, said the width of the lots on the east side of Romona create the uniqueness of this enclave, an enclave that only benefits Wilmette. She read the online ads for the house and there was no mention of bedroom or baths, the kitchen. It has a very nice kitchen. She was sure that decoratively it could be enhanced on the interior. However, the ad for the house is talking only about the fact that it could be divided into two new houses and nothing is mentioned about a family or a retired couple moving into this one level house. How many one level houses on nice wooded lots with friendly neighbors are there. She was amazed that she was told that nobody came to look at the house but the house wasn't advertised, the property was.
- 4.29 Mr. Cass Friedberg, 2834 Birchwood Avenue, said one of the reasons his family has enjoyed living in Wilmette where they live is the amount of natural foliage that is there. Their objection to the plan is if it is divided into two lots with two houses it will destroy a good amount of the trees. If it is kept as one lot, even with the house being torn down, anew house could be built retaining some of the existing trees. Of course it is the prerogative of the new owner to decide about that. They are certainly in favor of the one house instead of the two lot option as it would preserve more foliage.
- 4.30 Ms. Sandman asked if the developer requested zoning changes whereby they could make the structure larger. Mr. Adler said no. Ms. Sandman asked if the developer could request a variation in the future. Mr. Adler said anybody could request a variation but for lots like the ones proposed a variation for a new home wouldn't be granted.
- 4.31 Commissioner Norrick asked Mr. Adler to clarify that the request was for subdivision of one lot into two; and not a rezoning request. Mr. Adler confirmed that it is not a rezoning request but a subdivision request.
- 4.32 Ms. Sandman asked if it could lead to a rezoning request. Mr. Adler said that this is not a rezoning request because such a request would be to actually change the underlying zoning of the property, which is currently zoned as "single-family". He said that if the developer wanted to request a variation, for example for a reduced side yard for new construction, he could but he would inform him that the relief would not be granted.

- 4.33 Mr. Schinzer said they are not a crazy bunch foaming at the mouth as there have been new homes and additions built nearby and they have never objected to improving the neighborhood but this is a novel lot to begin with. The right solution is to put one single-family home on the property. If you look at the home located two to three doors down where they saved a huge Oak tree in the front, they did a tremendous job with that. Mr. Schinzer said that they have lived there 12 years and others 40 years so they know what they are talking about when they talk about the fabric of the neighborhood and the quality of the neighborhood. The owner has a right to sell her property but there are many different ways to stay within what the neighborhood is about without going to such extremes where they are worried about the valuation of their property. They will have to manage the easement over a year and half construction cycle and no other resident has to do that. He encouraged the Commissioners to visit the property and listen to what all the neighbors are saying.
- 4.34 Ms. Rolison spoke and said they have lived all over Wilmette and one of the things about west Wilmette is the traffic. She has had to get use to all the noise of Skokie Boulevard and Lake Avenue. You also have Romona School and Regina in their neighborhood. The addition of those busy intersections, streets, boulevards and school traffic means they have an extra need for noise control than east Wilmette does. The trees help provide noise abatement. She asked if the plan is totally within the zoning laws. Mr. Adler said the subdivision is but they haven't seen the new home plans to confirm that.
- 4.35 Mr. Greenburg asked what the required front setback was. Mr. Adler said the minimum of 25' or the established setback on that side of the block from Orchard to Birchwood. He said the required rear yard is 20% of the lot depth or 32' for the proposed lots. He clarified that the combined side yards need to be 25% of the lot width versus 10% for the minimum side yard.
- 4.36 Commissioner Urban said that the question was asked if the proposed subdivision is consistent with the zoning of the neighborhood and the minimum lot width requirement of the zoning code is 60' and 70' is proposed. The minimum lot area is 8,400 square feet and 11,200 square feet is proposed.
- 4.37 Mr. Schinzer said that is true going south down the road where there are ranch houses but not north. Mr. Adler clarified that the Planning and Platting code charges the Plan Commission to consider the density and development pattern of the neighborhood as defined in the Village's neighborhood Map. The subject neighborhood is bounded by Lake to the north, Locust to the east, Romona to the west and the school to the south. Because of this, the Plan Commission cannot just consider the lots along Romona Road.
- 4.38 Mr. Schinzer asked how you will get that square footage allotment without taking down around 100 trees. Mr. Adler said you can't deny something that somebody has the right to do. The current property owner has the ability to remove those tree if they want. The Village does not have a requirement that those trees remain. Mr. Adler explained that the Village has a 35% canopy coverage requirement for new

construction and thought asking the applicant their intention with tree removal may make sense. Mr. Greenburg asked how the 35% canopy coverage requirement affects the proposed plan. Mr. Adler said that even properties with very little existing canopy coverage can meet the requirement with new plantings and neighboring trees that overhang the property also count towards the 35% requirement.

- 4.39 Ms. Rolison asked who she could talk to regarding raising the 35% requirement. Mr. Adler said the tree canopy requirement would have to be amended by the Village Board. She asked if the existing trees were not part of the planning process. Mr. Adler said maybe if there was a different tree preservation requirement but it wouldn't be the Plan Commission considering that. He said the subdivision could still be granted and staff would make sure the tree preservation requirements were met as part of the new home permit process. He said that the tree canopy coverage requirement will need to be met but we know that shouldn't be difficult on the subject property.
- 4.40 Chairman Urban said we set zoning and tree canopy requirements on a neighborhood basis but also a village-wide basis. While 35% may feel adequate in general across the Village, there may be situations like the proposed subdivision where it doesn't feel like enough, but that is not the way our ordinance is written.
- 4.41 Mr. Schinzer asked how the proposed construction will be completed. Are they going to use the easement where there will be cement trucks on the drive? Mr. Schiller said one concrete truck will be used to pour the foundation and another the basement floor. Mr. Schinzer asked if they plan on using the access driveway. Mr. Schiller answered that they would like to keep as many trees as possible and if construction access is blocked with trees, the driveway may be the best way to access the property.
- 4.42 Ms. Mia Schinzer said they need to come and go to work and school and they know from doing construction that construction trucks will be coming and going for hours, weeks and months on end. She will be really upset having to ask construction trucks to move all the time. Mr. Schiller said he knows he isn't allowed to block the access drive but at the beginning of the project is when big trucks need to line up and that could cause traffic.
- 4.43 Mr. Adler said using a proposed new driveway to access the property might make sense since the trees will need to be removed for that access anyways. With most new homes they are coming off the street in front or an alley. Having access through an easement is relatively unusual. However, if the subdivision is approved and there is a way to save more trees by using the shared access, discussing that before construction starts may make sense.
- 4.44 Mr. Schinzer said that is a non-starter as they have kids riding up and down the driveway. He didn't think anybody else would ask their neighbor to use their driveway to put cement trucks up and down on it.

- 4.45 Ms. Schinzer said they have kids riding their bikes to and from school and there will be construction workers who they do not know. She does not want to have to worry about the safety of her children and that will be a huge issue.
- 4.46 Commissioner Ghaemi said the driveway is just a driveway and she didn't know how the applicant would manage putting trucks on it without blocking the access.
- 4.47 Commissioner Schwab said regardless if it was a subdivision or one home wouldn't a developer still have access to that driveway. He didn't see any difference between a single lot and double lot in respect to the driveway issue.
- 4.48 Commissioner Bailey asked the Schinzers and Mr. Schiller to describe what they thought the legal relationship was between the two parcels. He asked who has rights and who has responsibilities and where do you derive that.
- 4.49 Mr. Schiller said he doesn't currently own the property. He plans to buy the property with the same rights as the current owner has. As he understands it, the easement is a 24' wide by 160' deep parcel adjacent to the 140' by 160' lot and provides the right to access 730 Romona by using the driveway as easement; and the easement is in the legal description of the property. There is mention of needing to maintain the property but he wasn't sure exactly what that was.
- 4.50 Mr. Schinzer explained they own the property and that 24' wide was a bit of a stretch. What they have is in and out access over the physical existing driveway. For the past 20 years the Gills, who live there, have refused to do any maintenance work and it is required in the deed.
- 4.51 Commissioner Bailey asked where it was in the deed. He didn't see where it said who specifically had to provide the maintenance and if one is maintaining does the other have an obligation to contribute. Mr. Schinzer said it has been an argumentative relationship over the last 12 years they have lived there and in the first 3 years the Gills did absolutely nothing.
- 4.52 Mr. Schinzer talked about a time when the city flagged 3 trees for Dutch Elm disease along the property of the drive in the front of their house and the Gills were served by the Village. The Gills never talked to them about it, just returning the notice to the Village. The Gills had a lawyer send a letter arguing that they are only required to maintain the physical drive itself. If you go there today you will see from the Gill's property forward the weeds are very high because the Gills refuse to maintain it. When Mr. Gill was alive Mr. Schinzer agreed to take the area from his house to where the Gill driveway begins with the Gills taking everything from that point forward. Once Mr. Gill died that went away and that was about 3 years ago. It is back to what it was like the first 3 years they lived there with the Gills neglecting the property. The Gills will not maintain the land itself and once split the cost to repair pot holes in the front. The Gills record of maintaining the drive jointly is about as thin as thin can be, next to zero.

- 4.53 Commissioner Bailey asked if Mr. Schinzer thought the Gills were in violation of the agreement and if so, what is the basis for that. Mr. Schinzer said the easement is a contract and most law you will see in relation to easement is on the side of the servient side, the Gills, which says if the person who owns it blocks it they will have recourse against them. The only time he saw it taken from their perspective is if the servient side doesn't hold up their end of the bargain, in this case joint maintenance, then it is enforced as any other contract would be enforced. In this case they should kick the Gills off the easement because they are in violation of what the terms are which is to jointly maintain it. If you go and see the easement there is not a lot of question regarding the amount of maintenance the Gills have done.
- 4.54 Commissioner Bailey asked if the proposal was that the easement still exists after the subdivision. Mr. Adler said the subdivision did not impact the easement as the easement is a private agreement. Commissioner Bailey asked what Mr. Adler meant by saying it does not impact the easement, which parcel will have the easement. Mr. Adler said in talking with the Village Attorney the easement would be able to be used by the adjoining property but the maintenance responsibility would be shared with the entire property. Commissioner Bailey was concerned that none of that was addressed in the report. Mr. Adler said the easement is a private agreement between two parties. Chairman Urban said it wasn't really within the purview of the Plan Commission. Mr. Adler said the Village was not involved in the drafting of the agreement and did not include it in the original subdivision of the property.
- 4.55 Commissioner Bailey asked if Mr. Adler was clear that if a property owner is in violation of contract rights with its neighbors we shouldn't take that into account. Mr. Adler said he didn't know if there was a contract violation and that the Village Attorney said this is a private agreement between two property owners. The Village was not involved in the negotiation of this. Mr. Adler said it would be like if he and Commissioner Bailey lived next door to each other and made some sort of agreement, the Village is not going to be part of the agreement. Commissioner Bailey said the Village approves the easements. Mr. Adler said no, the Village didn't approve the easement.
- 4.56 Commissioner Bailey said the Village approved the subdivision into this peculiar parcel. Mr. Adler said the subdivision did not require the use of the pole portion of the flag lot to access the front lot. 730 Romona Road has access off of Romona Road. The Schinzer property is not required to provide access to 730 Romona. The access easement could be abandoned and 730 Romona could still be accessed.
- 4.57 Commissioner Bailey said now it is required, now it is an easement. Mr. Schinzer disagreed because he has to provide that land to them for access. Mr. Adler clarified the owner of 730 Romona could abandon the use of the easement and access the property directly from Romona. It is his understanding doing so would not necessarily relieve the owner of 730 Romona from needing to continue to participate in maintenance of the easement per the agreement. It is unfortunate that the original parties to the easement agreement didn't established something

more formal maintenance wise.

- 4.58 Mr. Greenburg felt the language was pretty formal as it states the maintenance will be done jointly. Mr. Adler said the problem is that what constitutes maintenance wasn't defined.
- 4.59 Mr. Greenburg said the variation ordinance provided for one house in front and one house in back and now you are throwing that ordinance out. In 1962 the Village passed this ordinance and now the ordinance doesn't exist by the language that is being used. He has not sought legal zoning counsel but the discussion has shined more light on the issue. He doesn't see how the 1962 ordinance doesn't have relevance today so that we can just disregard it. He felt the original ordinance needed to be revoked.
- 4.60 Commissioner Bailey would like clarity on what the relevance of the original ordinance was. He doubts that if in 1962 the owner had come in asking to subdivide into 3 parcels that it would have been consistent with the ordinance. They divided it in a peculiar way 55 years ago, and now there's a proposal to divide it into 3 parcels in a manner which the Village probably would never had approved in 1962. Is it up to the Plan Commission to disregard this history or do we take it into account? He would like clarification on that from the Village Counsel.
- 4.61 Mr. Adler said the ordinance was included for a reason because it was of interest to the request. Staff did have a conversation with the Village Attorney about it. The Attorney said there was nothing in the ordinance precluding further subdivision of the property. The relief was to allow a 24' wide flag lot and nothing in the ordinance precludes further subdivision of the property.
- 4.62 Commissioner Bailey said he wasn't asking if it was precluded but is it an appropriate factor to take into consideration. Mr. Adler said in the Village Attorney's opinion it was not and that we needed to look at the two proposed lots to see if there was any Village requirement not being met by subdividing the one lot into two. Are they meeting the lot width and area requirements?
- 4.63 Commissioner Bailey said it is not at all clear to him. Mr. Adler said he was asked a question and answered based on his conversation with the Village Attorney.
- 4.64 Commissioner Bailey said the parcels are completely unique because of what the Village did 55 years ago. To say it is consistent with the neighborhood or adjoining parcels needs to take into account the unusual nature of these two particular parcels. He didn't think it was appropriate to just look at all the other parcels. When we look at the subject parcels, isn't it appropriate to take account the history of what the Village did before in permitting this highly unusual parcel to be created in the first place. He doesn't know the answer but doesn't think you can completely disregard the history.

- 4.65 Chairman Urban asked if today the Village would permit a subdivision that allowed the creation of the Schinzer's lot. Mr. Adler answered no. Chairman Urban asked if the Schinzer's property is the subject of the subdivision. Mr. Adler answered it is not. Chairman Urban asked if, per staff's conversation with the Village Attorney, the easement is not under the Plan Commission purview. Mr. Adler answered correct, it is not. Chairman Urban asked if commission members are being ask to make a decision on a request to subdivde an existing lot into two conforming lots. Mr. Adler answered correct.
- 4.66 Commissioner Bailey asked if the way the Commission responds to Mr. Shinzer's comment about objecting to the way the easement has been maintained is to say it is irrelevant. It wasn't clear to Commissioner Bailey that it isn't relevant.
- 4.67 Chairman Urban said it isn't irrelevant but is a contract between two private parties.
- 4.68 Commissioner Ghaemi said she agreed with Commissioner Bailey. It is a continuum, certain events happened and certain events are going to happen. You can't take them in a vacuum and separate them. Whatever decision they made in the past affects the decisions they are making now and vice a versa. She agreed that you can't ignore what the ordinance was and just say today we are sitting here and the Village allows this. She viewed the property and it will be a change of lifestyle, change of character and it might not be her place but she takes issue with people thinking they are going to be making so much off of somebody else's misery. Everybody needs to look at that property. It is not the right solution to divide it into two. One is acceptable but they need to keep a lot of the character. There will be a lot of inconvenience. For whatever reason there was an agreement between two owners to use the driveway.
- 4.69 Chairman Urban said when the two current owners of the two properties bought their respective properties they understood what the contractual obligations were. Commissioner Ghaemi agreed but said they bought it with one owner owning the entire property and having one house on it. Chairman Urban said she was referring to the Schinzer property and the large lot that is the subject of the subdivision.
- 4.70 Ms. Sandman said there is a history of previous owners of both properties respecting the agreement. There is something in real estate law that if the land usage is such that it continues to be respected so it can't just be volleyed over the net for the convenience of development. Ignoring something that has been in existence for over a generation isn't progress. It is irresponsible and thoughtless.
- 4.71 Mr. Schinzer said to Commissioner's Bailey's point that if you don't take in to consideration the history and how the lots are defined, you are forcing him as a Wilmette resident to go to court to say the agreement now is null and void because the Village has decided to zone it so they can have two properties. The definition of the relationship between the two properties and the easement incorporates the survey which has their lot in front and his lot in back, there is no subdivision of lots. If the subdivision is allowed the Schinzers are being forced to either

accommodate somebody's real estate venture by allowing somebody else's access to the easement and all the construction that will come with it. It also puts him in the position to have to enforce the rights of his property and to keep its value they will need to go to court and ask a judge to make an interpretation because the city has decided to rezone the property. The judge will need to determine if the agreement can or cannot be enforced moving ahead.

- 4.72 Commissioner Bailey couldn't understand how it is appropriate for the Commission to not consider the real property rights of these property owners. He questioned what happens when the property is subdivided. Does the easement still exist? Does it exist for parcel one and parcel two? Does extraordinary action need to be taken to resolve this? Nothing in the report addresses those questions. The parties seem to have different views about what the easement is all about. To him the easement while created by the parties was incident to an action the Village took 55 years ago to create this highly unusual parcel. To him the fact that these two parcels are configured in this unusual way makes this a lot different than the subdivision that was recently reviewed by the Commission where there wasn't this unusual property around it or this peculiar history or easement maintenance dispute. Many of these questions are not addressed at all in the report. His view is that he cannot vote in favor unless these matters are more fully explained
- 4.73 Chairman Urban asked if we know if the easement in fact was arrived at as a result of the original subdivision. Mr. Adler said it was not part of the original subdivision but you can see when it was recorded which was right around the same time the subdivision was done. Because of this it appears there was a desire to not reestablish how 730 Romona would access their property. If they didn't establish the easement, 730 would have had to install a new driveway off Romona Road. He didn't know why it wasn't part of the subdivision plat but the parties probably decided it made more sense to have one access.
- 4.74 Mr. Adler said the subdivision code now specifically precludes flagged shaped lots unless relief is granted. He mentioned a subdivision that was never developed that had a flagged shaped lot, and in that case, the access easement was included on the approved subdivision plat.
- 4.75 Mr. Schinzer explained why the easement came about for these properties. He said that the house in front, being the existing house, already had the drive. He felt if they changed the driveway they would have had to change how the garage is accessed. Providing the easement was the easiest way to do it. He said the easement agreement had been adhered to for almost 60 years. The easement is now a bad deal for him as he is the one that gets cited if weeds are too tall and he is liable for what happens on the easement. They are at the meeting using their voice to say it is not going to happen and there are many reasons why.
- 4.76 Ms. Greenburg asked about the use of the driveway and aren't the Schinzers entitled to protection from these drastic changes that are going to leave them perhaps entirely responsible for maintaining this long driveway. Mr. Adler said if this was a developer wanting to build one house and they decided to come off

Romona Road with a new drive we would have the same issue and there would be absolutely no involvement by the Village. There is a disagreement currently regarding the easement maintenance and the Village is not involved in that. If during construction the easement is blocked the Village can get involved because it is involved in the issuance of the construction permit. He mentioned that even public alleys might be blocked temporarily during construction.

- 4.77 A question was asked if the subdivision impacts the joint maintenance agreement. Mr. Adler said that the Village isn't saying that whatever is required by the agreement won't be required after the subdivision. He said the Schinzers may have difficulty with future property owner just as they are having with the current property owner.
- 4.78 Mr. Schinzer said they understand it is a contract and they have to manage that with the other parties. Their biggest concern is once you start allowing it, we as citizens have to do something and you don't do that to any other citizen of Wilmette. There is that one off-ness they feel. They know it will change the property value of their house tremendously if the Village allows what is going to happen with fences 14' way from their front yard. They may say they won't do it but the next people 20 years down the road will say it is allowed.
- 4.79 Commissioner Bailey said that even if the property isn't subdivided the current owner has the right to put up a fence. Mr. Adler agreed. Mr. Schinzer said that a 6' high fence couldn't be installed there because the house is oriented towards the easement. Mr. Adler clarified that the easement does not constitute a public way and that the only area they would precluded from installing a 6.5' fence today would be the required front yard off of Romona Road. If the current owner wants to put up a 6.5' high fence out of the required front yard there is nothing stopping them as a private access easement does not preclude somebody from doing that.
- 4.80 Ms. Schinzer said it is 730 Romona's back yard but her front yard. Mr. Adler clarified that for the purposes of zoning the front yard of the Schinzer's property is the portion of property that fronts Romona Road and that a private access easement does not prevent a 6.5' tall fence from being installed.
- 4.81 Mr. Schinzer said they would argue that point until their dying breath. Mr. Schinzer said the Village would be lessening the value of their property like no other property in the Village. Mr. Adler said there are other flagged shaped lot in the Village where this condition exists. Mr. Schinzer reiterated that he will not let that happen.
- 4.82 Commissioner Bailey asked if Mr. Schinzer was talking about a fence along the side of the easement. Chairman Urban clarified that because the Schinzer's house is oriented towards Romona Road, a fence on 730 Romona between the two properties would be 18' from the Schinzer's front door. Commissioner Bailey said that doesn't have anything to do with the Plan Commission as that could be done with a single parcel currently.

- 4.83 Commissioner Bailey can see how this subdivision raises a number of questions about what this easement means that are not resolved. When you divide the property do both parcels have rights to the easement? Do both have responsibilities? That is not addressed. He doesn't think that is an irrelevant matter because you are putting the property owners in the difficult situation which may be different than their understanding when the easement was created. That is relevant but the fence isn't because a fence can be installed in any event regardless of the subdivision.
- 4.84 Commissioner Norrick said it would be nice if the parties could voluntarily work out an agreement regarding the easement.
- 4.85 Mr. Greenburg asked if the previous ordinance needed to be repealed or is it repealed by operation of the new subdivision. Mr. Adler said the Village Attorney did not comment on the ordinance needing to be repealed. Mr. Greenburg said there is a certain process for repealing ordinances and somebody should look at that. Mr. Adler said the 1962 ordinance granted relief for the width of the rear property (currently owned by the Schinzers) so there is nothing in that ordinance that would prevent the subdivision of the lot in front of that property, or nothing that makes this request different than other routine subdivisions the Plan Commission reviews.
- 4.86 Commissioner Bailey said the 1962 subdivision changed the neighborhood. This funny parcel is part of the neighborhood that the Commission needs to take into account. It should not just disregard this parcel in this exercise.
- 4.87 Mr. Schinzer said it wasn't just two people making a real estate transaction back in 1958. The reason why there was enough land back there is because Birchwood Avenue bends. It was done with the Villages acknowledgment of what was going on. Chairman Urban and Mr. Adler agreed that the Village did approve the previous subdivision.
- 4.88 Mr. Schinzer said the Village Attorney seemed to be on a fishing expedition for - well it didn't say you can't build public swimming pools over there so let's just pass it. He knows he is stretching it but he thinks the attorney is stretching it as well.
- 4.89 Commissioner Bailey said what he felt was missing is that there are some legal issues related to the request that are relevant to their determination which aren't addressed in the report. The Corporation Counsel's opinion has just been presented informally. He thought there needed to be some higher level of formality on how this is worked out. He also would like clarification to what extent it is appropriate in their consideration to consider the ordinance that was approved in 1962. Yes it was 55 years ago but it is an action that the Village took and he has a hard time believing if back then the additional lot was requested that it would have been approved that way. Maybe that is irrelevant but what he knows isn't irrelevant is that this unusual parcel is part of the neighborhood when we are considering the character of the neighborhood.

- 4.90 Chairman Urban asked Mr. Adler if the request should be put to a vote or should it be continued to get some clarity. Mr. Adler said that question should be asked of the applicant. If the request is continued it would be until the first Tuesday in August. He explained that if continued we can see about having the Village Attorney attend that meeting or if the question is called the Village Attorney will be at Village Board meeting. Mr. Schiller asked about process at the Village Board meeting. It was explained that the applicant and interested parties will be able to address the Village Board. The Village Board may have questions for applicant, neighbors or staff.
- 4.91 Peg O'Halloran, 1831 Walnut Avenue, real estate agent for the property, explained that the property owner asked that the property be advertised only for the land and that is why the description didn't contain information on the house. She said that access easements can't be parked on or blocked and she felt Mr. Schiller was well aware of that. The easement is not going to change no matter what happens so she doesn't understand why it is part of the Commission's decision.
- 4.92 Mr. Schinzer said the easement also includes that land around it, which the Gills have not supported for the past 20 years so to think a truck is going to stay on a very narrow drive is naive. That they should just believe that the next owners are going to just go through the joint maintenance agreement like the Gills did so well would be fool hearty on his part. They know the problems with the easement because they have lived them for 12 years. Now they are asked to accommodate a real estate speculator to put up 2 new residences and to think that it is going to be a better situation for him, he didn't think so.
- 4.93 Chairman Urban asked Mr., Schiller what his preference was. Mr. Schiller asked for an opportunity to talk with Ms. O'Halloran about requesting a continuance or not.
- 4.94 Mr. Friedberg asked about the Plan Commission vote. Mr. Adler said four members would have to vote "yes" for the subdivision for it to be a positive recommendation and that the vote would be taken tonight if the applicant asks for a vote.
- 4.95 Mr. Schiller wanted to clarify somethings that might have been misconstrued. In regards to side yard setback they see having 7.5' minimum on each side or 15' between buildings. He clarified he was talking about a 7.5' setback to the south property line adjoining the Greenburg property plus whatever setback distance it is to the Greenburg house.
- 4.96 Mr. Sandman asked what the space between the two proposed homes would be. Mr. Schiller answered at least 15'.
- 4.97 Mr. Schiller said on the north the drive easement is 24' wide and the minimum setback they need to maintain is 7', so there should be a minimum of 35' between homes.

- 4.98 Mr. Schiller asked how many votes were needed for the subdivision to receive a positive recommendation. Mr. Adler answered four “yes” votes.
- 4.99 Mr. Schiller would like to work something out with the easement. They are looking to improve the property and it sounds like it hasn’t been maintained.
- 4.100 Mr. Sandman said Mr. Schinzer indicated that his property value would be negatively impacted by the requested subdivision. He asked if Mr. Schiller would be able to say what the homes would be priced at if two homes are eventually allowed to be constructed. Mr. Schiller said over a million dollars each.
- 4.101 Mr. Schiller said he heard about the objection to the fence but he believes improving the values of these lots would raise the value of houses around it. He didn’t think one could make an argument that the fence itself will devalue the house itself when there could be a net effect of an increase that is greater than that of the fence. It might not be something the Shinzers are looking for but he didn’t think the value of their house would go down.
- 4.102 Mr. Schinzer said he doesn’t see anybody building fences around their own house to increase the value of their property so he thought it was a strong argument when no one else is doing it. They will be clearly looking out their front window at a 6’ fence.
- 4.103 Mr. Greenburg asked how the applicant would deal with the trees. Mr. Schiller said he would like to maintain as many trees as possible as that would help when they go to sell the property. The houses have not been designed yet but they would like to keep as many old growth or large trees as possible.
- 4.104 Mr. Schiller said there are a lot of plants that aren’t very desirable including Buckthorn.
- 4.105 Mr. Schinzer asked about the timeline for the construction of the two houses. Mr. Schiller said depending on how they stagger them one house takes anywhere from 8-12 months but they haven’t decided if they will do one at a time or both together. Mr. Schinzer asked if realistically it could take 1.5 years. Mr. Schiller said yes but it could depend on how the sale of the first house goes.
- 4.106 Mr. Sandman asked if Mr. Schiller has built other homes in the area. Mr. Schiller answered yes, about 5 houses in the immediate area including 2711 Orchard, 425 Sunset, 342 Beverly, 2522 Greenleaf and 2539 Greenleaf. A more recent house was at 626 Forest Road in Glenview.
- 4.107 Commissioner Norrick asked if the Commission could place conditions on the approval. Mr. Adler said yes, if the applicant is willing to accept the conditions. Commissioner Norrick asked if the applicant would be willing to accept conditions on the improvement of the easement. Mr. Schiller said it seems that there are two sides to this. He is hearing that everybody loves the way the property looks but also a big problem is that the property doesn’t look good or isn’t

maintained. Commissioner Norrick said it appears it is the driveway easement not being maintained. Mr. Schiller said they are looking to purchase the property with the same rights as the current owner purchased it with.

- 4.108 Mr. Schinzer said if Mr. Schiller wants the easement it will need to be rewritten because the way it is written it has been run over by the past owner. They need to decide whether to go to court to have the existing owner kicked off the easement because of neglect. Because they have lived with the neglect the last 12 years there will need to be something more documented.
- 4.109 Commissioner Urban said that it seems like all of the points people want to make have been made. There are two ways to go. One path is to continue the request to give Mr. Adler time to talk with the Village Attorney to get some answers to questions raised and give time to discuss with the neighbors their concerns. The second path is to call for a vote and proceed to the Village Board. In the interim the Village Attorney will hear from Mr. Adler and understand what was discussed at the meeting. Mr. Schiller asked for the Plan Commission to vote on the request.
- 4.110 Chairman Urban closed public testimony.

5.0 VIEWS EXPRESSED BY THE PLAN COMMISSION

- 5.10 Commissioner Schwab said the Plan Commission has limited purview as the Chair mentioned. Their purview is limited to whether the subdivision is consistent with the village ordinances. The proposed lots are conforming. The trees and easement are not part of the Commission's purview. While they are issues that they should potentially take into consideration they are properly taken up at the Village Board meeting and not before the Plan Commission, which has a limited purview. He is in favor of the proposal because of the limited nature of the Commission's role.
- 5.11 Commissioner Bailey is struck by the very unusual nature of the request and his personal view is in light of its unusual nature he isn't necessarily opposed to the subdivision but he thinks there are a number of questions that have not been answered. In particular it is not all clear to him that the Commission's purview is as limited as Commissioner Schwab suggests. Zoning says it requires the lot to be consistent with the density, which appears to be met, and the existing pattern of development. The existing pattern of development is something the Commission should take into account. This unusual parcel is part of the existing pattern of development and is subdividing this consistent with this parcel, which after all is part of the neighborhood and is the part most directly impacted.
- 5.12 Commissioner Bailey said the idea that the Village wasn't involved in the easement is not clear to him. He didn't think this unusual parcel could have been created without the expectation that the easement would have been there. The Village would not have permitted it unless there was some understanding that there would have been an easement. By approving this the Village would basically be creating a dispute between the neighbors in this area. It is not clear to him that

the easement isn't within the Commission's purview. He thinks it is particularly important because the dispute relates to the property rights that are concerned with these parcels. It is not like an independent contract, an easement is a property right that runs with the land and with these parcels. He isn't clear to what extent the Village's prior actions should be taken into as a factor and that is something he would like further clarification on from Corporation Counsel. It seems that the Village's course of conduct, even if separated by 55 years, is appropriate to take into consideration account particularly because the Village in some respect created this highly unusual situation. He isn't necessarily opposed to the request but to be responsible to the community he needs more answers to these questions before he could approve the request.

- 5.13 Commissioner Ghaemi said she is opposed to the request. She visited the property. The easement is an issue to her for the same reasons Commissioner Bailey mentioned. Taking one piece of property where everybody's expectations were that one house would reside there and turning it into two structures that she hears are going to be over a million dollars each is beyond the density in that neighborhood. As a Plan Commission their job is to plan and in her heart she can't vote yes as her issue is beyond the easement.
- 5.14 Commissioner Norrick said like Commissioner Bailey she is concerned about some of the unknowns and would like clarification and that is causing her to not be able to vote yes.
- 5.15 Chairman Urban said this is an unusual situation with an unusually shaped lot behind the subdivision but in her heart of hearts she believe the Schinzers bought the property understanding the unusual circumstances of their home and with their eyes wide open as to the existence of an easement related to their property. She would agree that the Village today wouldn't approve a flagged shaped lot today but that doesn't change the fact that historically the Village did. She agrees with Commissioner Schwab that the Commission's purview is limited to whether the subdivision conforms with the Village's codes and it does and the numbers cited in the report suggest that it also conforms to the prevailing character of the neighborhood in terms of lot area and lot width and she will be voting in favor of the request.

6.0 DECISION

- 6.1 Commissioner Norrick moved to recommend granting a request for tentative plat approval of a two-lot subdivision at 730 Romona Road in accordance with the plat, with the condition that the existing house be removed prior to the final plat being recorded.
 - 6.11 Commissioner Schwab seconded the motion.

6.12 The vote was as follows:

Maria Choca Urban, Chairman	Yes
Michael Bailey	No
Homa Ghaemi	No
Christine Norrick	No
Steven Schwab	Yes
Jeffrey Head	Absent
Michael Taylor	Absent

Motion failed. The subject request will be on the July 25, 2017 Village Board agenda.

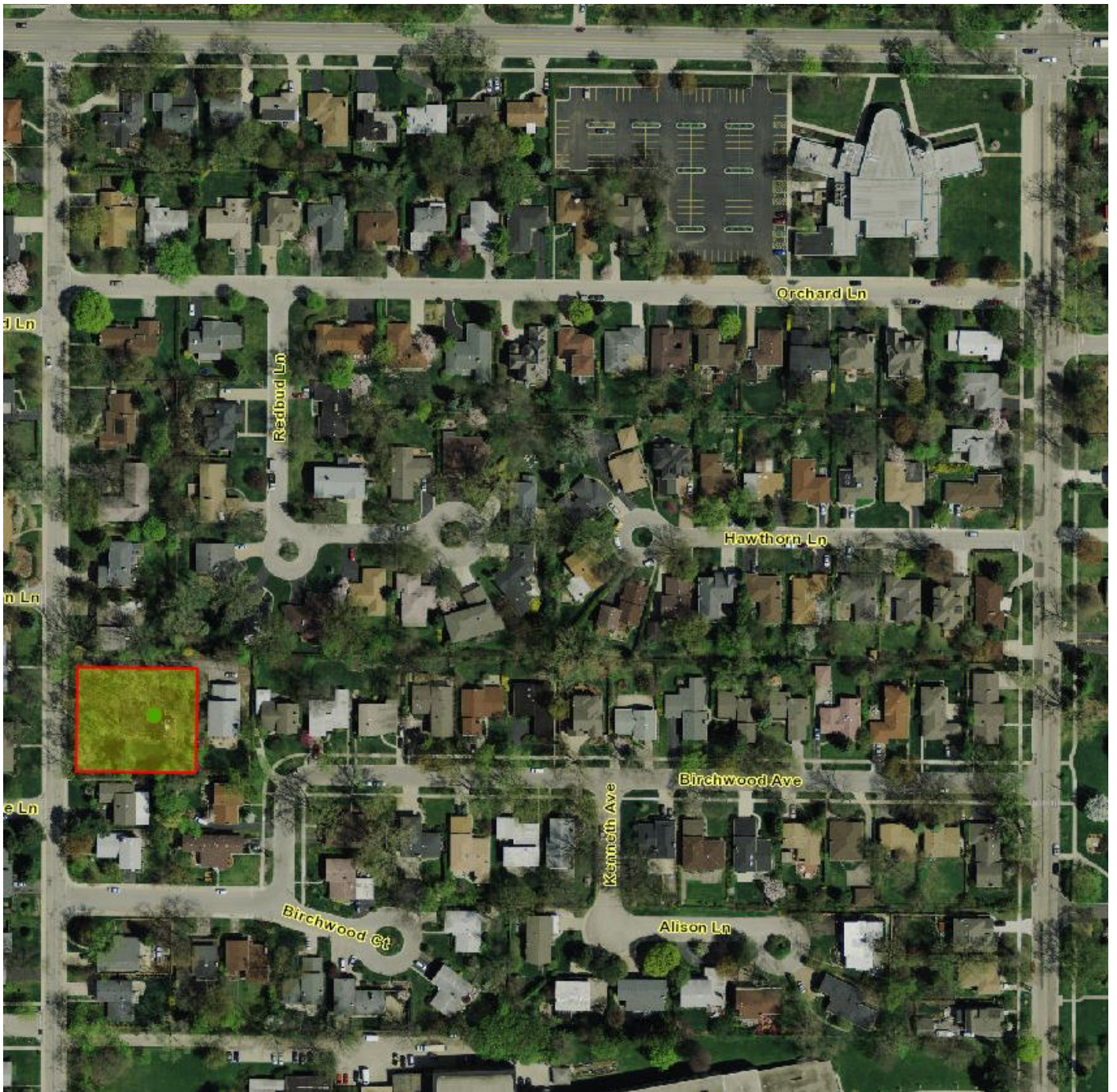
6.2 Commissioner Bailey moved to authorize the Chairman to prepare the report and recommendation for the Plan Commission for case number 2017-P-03.

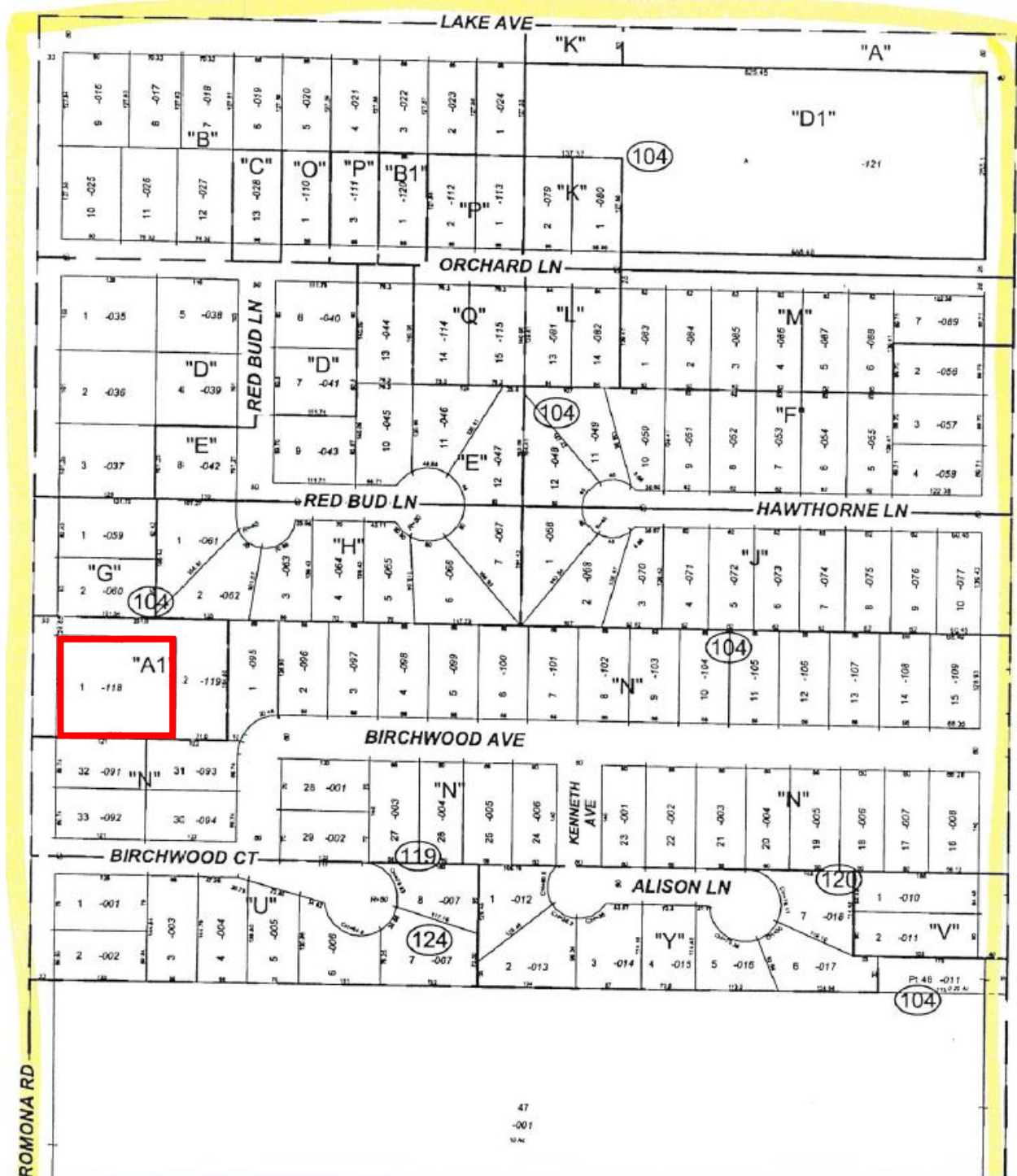
6.21 Commissioner Norrick seconded the motion and the voice vote was all ayes and no nays.

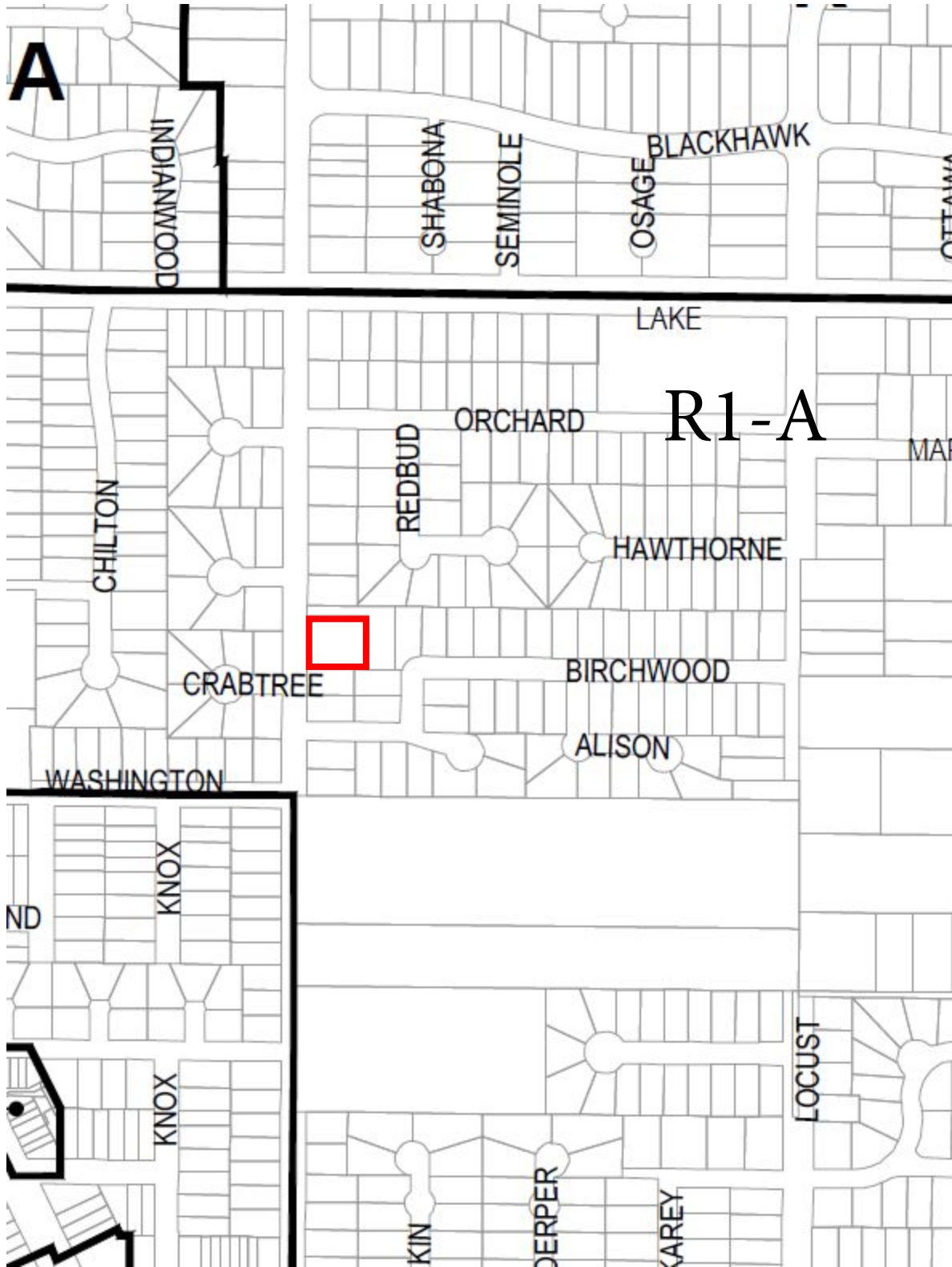
7.0 RECOMMENDATION

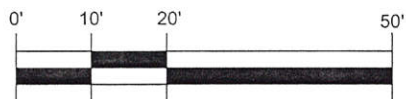
The Plan Commission did not make a recommendation to approve tentative plat approval of a two-lot subdivision at 730 Romona Road.

The Plan Commission concluded its public hearing and by unanimous motion authorized the creation of this report and the transmission of the case to the Village Board for further action. By custom, the Plan Commission's failure to recommend approval of the application is treated as a recommendation to deny.









UNITED SURVEY SERVICE, LLC

CONSTRUCTION AND LAND SURVEYORS
2100 N. 15th AVENUE, SUITE C, MELROSE PARK, IL 60160
TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887
E-MAIL: USURVEY@USANDCS.COM

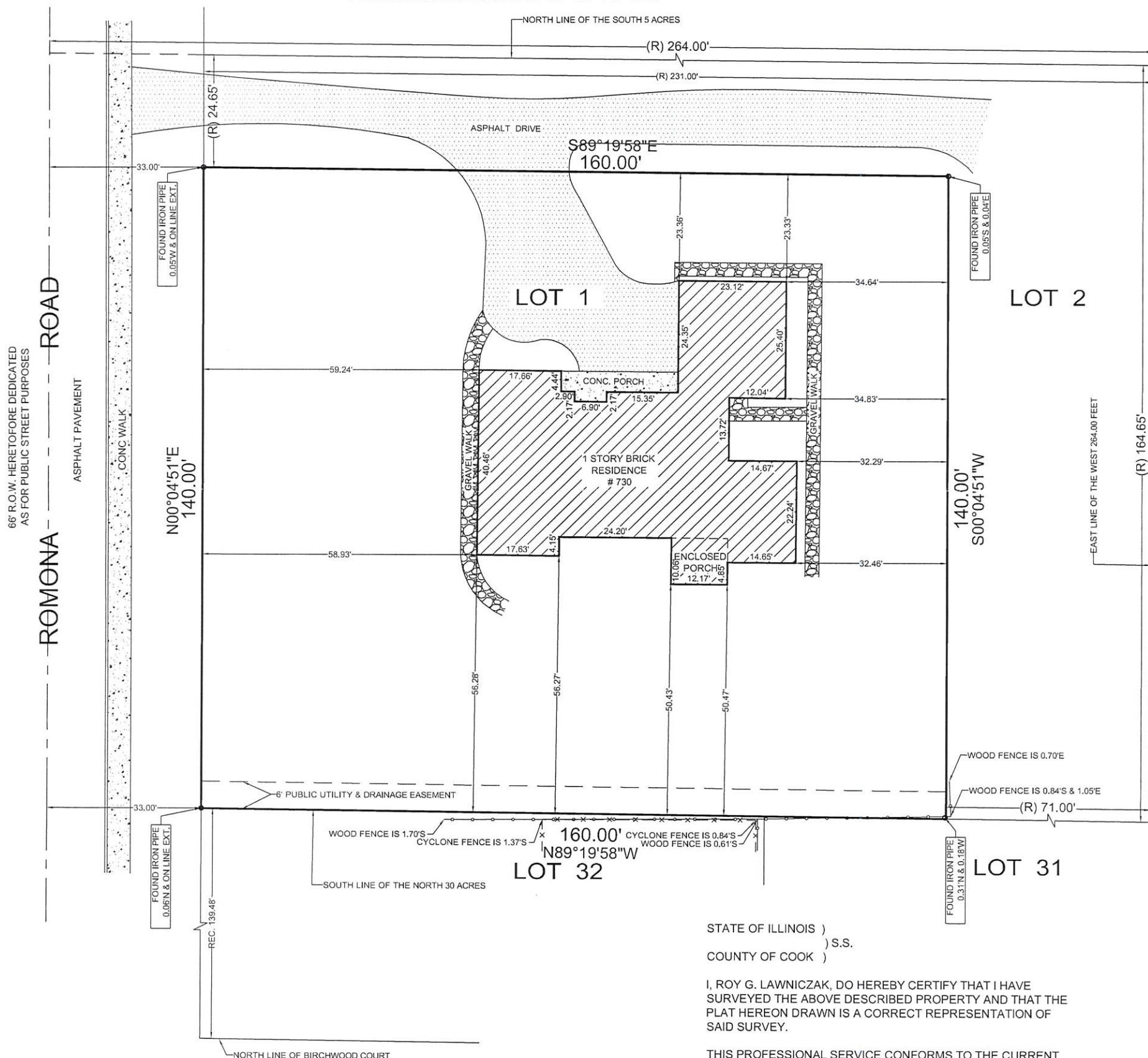
PLAT OF SURVEY

OF

LOT 1 IN BENNER'S SUBDIVISION, A SUBDIVISION OF THE WEST 264.00 FEET OF THE SOUTH 5 ACRES OF THE NORTH 30 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 730 ROMONA ROAD, WILMETTE, ILLINOIS

PERMANENT INDEX NUMBER: 05 - 32 - 104 - 118 - 0000



STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

I, ROY G. LAWNICZAK, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

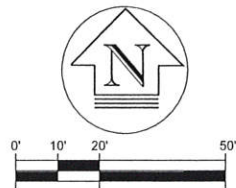
MELROSE PARK, ILLINOIS, MAY 5, A.D. 2017

BY: Roy G. Lawniczak
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2018
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2019



ORDERED BY:
DS DEVELOPMENT
SCALE : 1" = 15'
DATE : MAY 5, 2017
FILE No.:
2017 - 25017

DATE	REVISION



SKYLER'S ROMONA SUBDIVISION

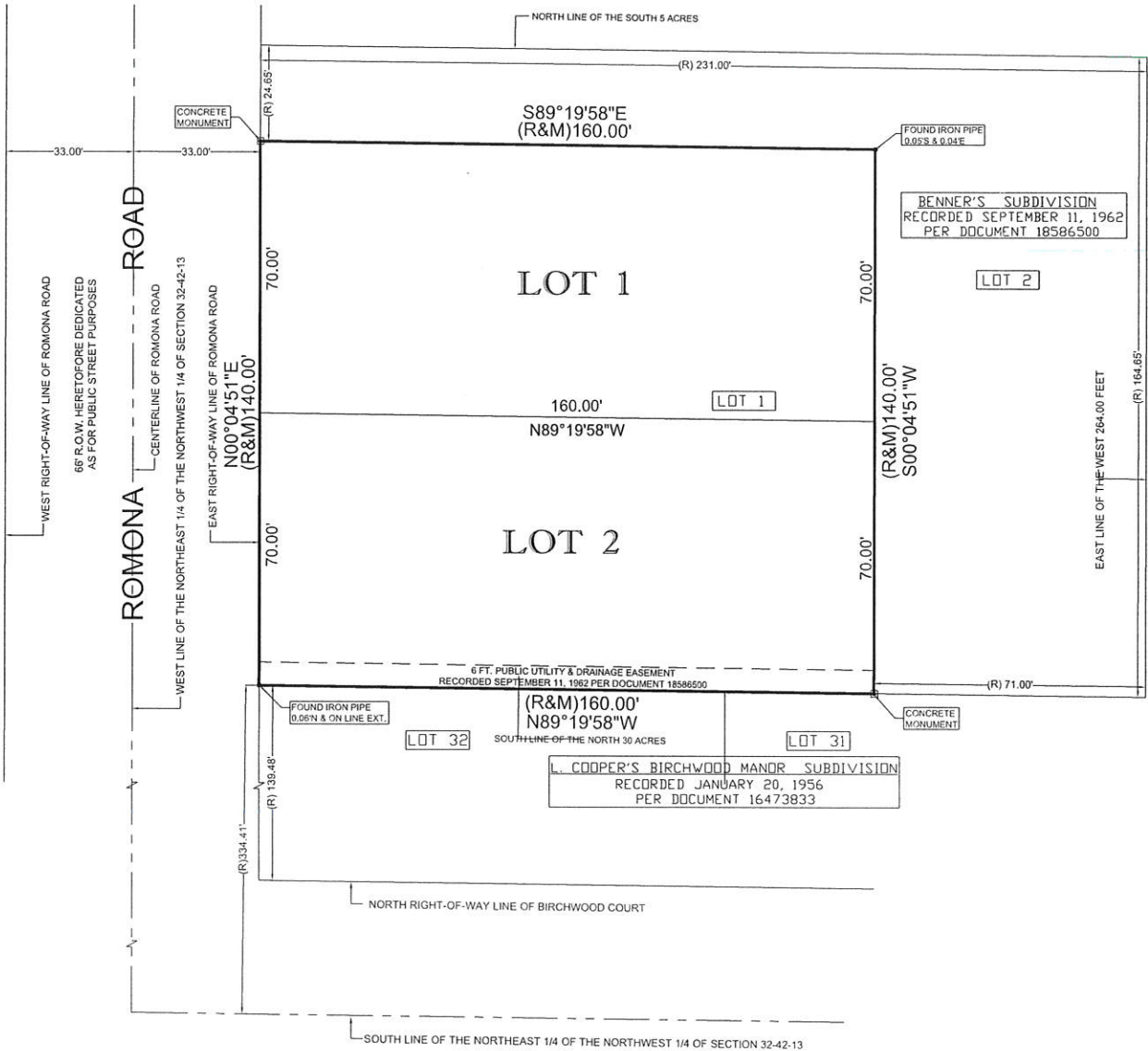
OF LOT 1 IN BENNER'S SUBDIVISION, A SUBDIVISION OF THE WEST 264.00 FEET OF THE SOUTH 5 ACRES OF THE NORTH 30 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 730 ROMONA ROAD, WILMETTE, ILLINOIS 60091

PERMANENT INDEX NUMBER: 05 - 32 - 104 - 118 - 0000



AREA SUMMARY:
LOT 1 AREA = 11,200 SQ. FT. OR 0.257 ACRE
LOT 2 AREA = 11,200 SQ. FT. OR 0.257 ACRE
TOTAL SUBDIVISION AREA = 22,400 SQ. FT. OR 0.514 ACRE



LAND SURVEYOR'S CERTIFICATION:
STATE OF ILLINOIS)
COUNTY OF COOK) S.S.
I, ROY G. LAWNICZAK, A REGISTERED PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 35-2290, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:
LOT 1 IN BENNER'S SUBDIVISION, A SUBDIVISION OF THE WEST 264.00 FEET OF THE SOUTH 5 ACRES OF THE NORTH 30 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
I FURTHER CERTIFY THAT THE SUBJECT PROPERTY IS DESIGNATED AS UNSHADED ZONE -"X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN IN THE FLOOD INSURANCE RATE MAP (FIRM) FOR THE VILLAGE OF WILMETTE, ILLINOIS, COMMUNITY NUMBER 170178, PANEL NUMBER 0253 J, MAP 17031C0253 J EFFECTIVE DATE AUGUST 19, 2008, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WILMETTE, ILLINOIS WHICH HAS ADOPTED A VILLAGE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODES AS HERETOFORE AND HEREFTER AMENDED.
I FURTHER CERTIFY THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT OF SUBDIVISION IS SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATER COURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.
GIVEN UNDER MY HAND AND SEAL THIS 10TH DAY OF MAY, 2017 AT MELROSE PARK, ILLINOIS.

BY: *Roy G. Lawniczak*
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2018
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2019

ABBREVIATIONS
(R) RECORD DATA
(M) MEASURED DATA

ORDERED BY:		
DS DEVELOPMENT		
SCALE : 1" = 20'		
DATE : MAY 10, 2017		
FILE No.:		
2017-25017-1		
DATE		REVISION

SHEET 1 OF 2



PREPARED BY:
UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
2100 N. 15TH AVENUE, SUITE C, MELROSE PARK, IL 60160-1017
TEL.: (847) 299 - 1010 FAX: (847) 299 - 5887
E-MAIL: USURVEY@USANDCS.COM

SEND TAX BILL TO :
626 FOREST LLC
ADDRESS: 2709 W. PETERSON AVENUE
CHICAGO, IL 60659

SKYLER'S ROMONA SUBDIVISION

RETURN THE ORIGINAL PLAT TO:
VILLAGE OF WILMETTE
1200 WILMETTE AVENUE
WILMETTE, ILLINOIS 60091

OF LOT 1 IN BENNER'S SUBDIVISION, A SUBDIVISION OF THE WEST 264.00 FEET OF THE SOUTH 5 ACRES OF THE NORTH 30 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 730 ROMONA ROAD, WILMETTE, ILLINOIS 60091

PERMANENT INDEX NUMBER: 05 - 32 - 104 - 118 - 0000

OWNER'S CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

THE 626 FOREST LLC, A CORPORATION IN THE STATE OF ILLINOIS, DOES HEREBY CERTIFIES THAT IT IS THE LEGAL OWNER OF THE PROPERTY DESCRIBED HEREON AND AS SUCH OWNER HAS CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON.

ADDITIONALLY, WE HEREBY CERTIFY THAT THE PROPERTY HEREON DESCRIBED IS LOCATED WITHIN THE BOUNDARIES OF:

PUBLIC SCHOOL DISTRICT: 39

DATED THIS DAY OF , A.D. 20 .

BY: OWNER'S SIGNATURE TITLE:

ADDRESS: 2709 W. PETERSON AVENUE
CHICAGO, IL 60659

NOTARY CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

I, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID DO HEREBY CERTIFY THAT

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNER OF THE PROPERTY DESCRIBED HEREON, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED SIGNED THE SAID INSTRUMENT AS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF , 20 .

BY: NOTARY PUBLIC

COMMISSION EXPIRES

DRAINAGE STATEMENT:

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF. OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS DAY OF , A.D. 20 .

BY: OWNER

626 FOREST LLC
ADDRESS: 2709 W. PETERSON AVENUE
CHICAGO, IL 60659

BY: ENGINEER

VILLAGE ENGINEER CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WILMETTE, COOK COUNTY, ILLINOIS, ON THIS DAY , A.D. 20 .

BY: VILLAGE ENGINEER

PLAN COMMISSION CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

APPROVED AND ACCEPTED BY THE PLAN COMMISSION OF THE VILLAGE OF WILMETTE, COOK COUNTY, ILLINOIS, AT A MEETING HELD THIS DAY , A.D. 20 .

BY: CHAIRMAN

ATTEST: SECRETARY

BOARD OF TRUSTEE'S CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILMETTE, COOK COUNTY, ILLINOIS, THIS DAY , A.D. 20 .

BY: PRESIDENT

ATTEST: VILLAGE CLERK

TREASURER:

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

I HEREBY CERTIFY THAT THERE ARE NO UNPAID SPECIAL ASSESSMENT ON THE ABOVE DESCRIBED PROPERTY.

DATED THIS DAY OF , A.D. 20 .

BY: TREASURER VILLAGE OF WILMETTE, ILLINOIS

ABBREVIATIONS
(R) RECORD DATA
(M) MEASURED DATA

ORDERED BY:		
DS DEVELOPMENT		
SCALE : 1" = 20'		
DATE : MAY 10, 2017		
FILE No.:		
2017-25017-1	DATE	REVISION

PREPARED BY:
UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
2100 N. 15TH AVENUE, SUITE C, MELROSE PARK, IL 60160-1017
TEL.: (847) 299 - 1010 FAX: (847) 299 - 5887
E-MAIL: USURVEY@USANDCS.COM



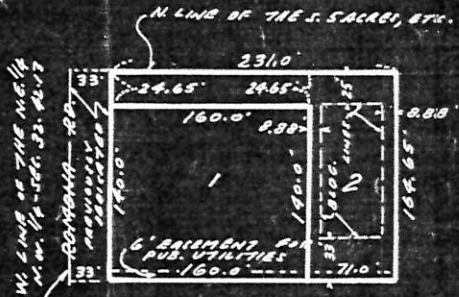
1962 SEP 11 11 AM '62

BOOK 624

Box 103

BENNER'S SUBDIVISION

A SUBDIVISION OF THE WEST 264.0 FT. OR THE SOUTH 5 ACRES OF THE NORTH 30 ACRES OF THE EAST 1/2 OF THE NW 1/4 OF SEC. 32-T. 42N.-R. 13E. OF THE 3RD PM. (EXCEPT THE PORTION DEDICATED FOR PUBLIC STREET) IN COOK COUNTY, ILL.



NOTE:- IRON PILES HAVE BEEN DRIVEN AT ALL LOT CORNERS.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILMETTE, COOK COUNTY, ILLINOIS, AT A REGULAR MEETING OF THE BOARD HELD THIS 4TH DAY OF SEPTEMBER - A.D. 1962. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND COOK SEAL OF SAID VILLAGE THIS 4TH DAY OF SEPTEMBER A.D. 1962.

BY: Howard C. Decker SIGNATURE PRESIDENT
Howard C. DECKER NAME PRINTED

ATTEST: Mary Elizabeth Brush SIGNATURE VILLAGE CLERK
MARY Elizabeth BRUSH NAME PRINTED

PLAT AS TO SUBDIVISION APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF WILMETTE ON MAY 15, 1962, AND THE SECRETARY INSTRUCTED TO EXECUTE APPROVAL THEREON. WILMETTE, ILL. September 4, A.D. 1962.

J. F. Scapin SECRETARY OF THE PLAN COMMISSION WILMETTE, ILL.

I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE ABOVE PLAT.

Ralph D. Clay SIGNATURE VILLAGE COLLECTOR, WILMETTE, ILL.

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Karl Allen Huber, HEREBY CERTIFY THAT THE PROPERTY DESCRIBED IN THE ABOVE CAPTION HAS BEEN SURVEYED, SUBDIVIDED AND STAKED UNDER MY DIRECTION AND THAT THE PLAT SHOWN HEREIN IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. MEASUREMENTS CORRECTED TO 62°F.

Karl A. Huber ILLINOIS LAND SURVEYOR
WILMETTE, ILL. AUGUST 9, 1962

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

THIS IS TO CERTIFY THAT J. BENNER AND PAULINE BENNER, HIS WIFE, OWNERS OF THE PROPERTY DESCRIBED IN THE PLAT OF SUBDIVISION HEREIN DRAWN, HAVE CAUSED THE SAME TO BE SURVEYED AND AS SHOWN BY SAID PLAT, THAT SAID OWNERS ACKNOWLEDGE AND ADMIT SAME UNDER THE AND TITLE AS SHOWN IN THE CAPTION HEREIN. THAT SAID OWNERS HEREBY EXPRESSLY THAT SAID SUB. AND THE PLAT THEREON MADE AND APPROVED BY SAID OWNERS IN WITNESS WHEREOF THE OWNERS HAVE HEREUNTO SET THEIR NAMES AND SEALS THIS 8TH DAY OF AUGUST, A.D. 1962.

William J. Benner SIGNATURE
Pauline Benner SIGNATURE
STATE OF ILLINOIS }
COUNTY OF COOK } ss.

IN AND FOR THE COUNTY AND STATE AFORESAID, I CERTIFY THAT WILLIAM J. BENNER AND PAULINE BENNER PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE ABOVE CERTIFICATION OF OWNERSHIP APPEARED BEFORE ME THIS DAY, PERSON AND ACKNOWLEDGED THAT THEY SUB. SAID CERTIFICATION AS SUCH OWNERS AT THE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THIS 8TH DAY OF AUGUST, A.D. 1962.

William M. McKnight NOTARY PUBLIC
WILLIAM M. MCKNIGHT, Notary Public

1.6

1050/100

Grand J. Bennett

Master Capital Corporation
165 N CANAL STREET, UNIT 924
CHICAGO, IL 60606

Wednesday, May 10, 2017

Community Development Department
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091



RE: 730 Romona, Wilmette
Re-subdivision

Dear Plan Commission Members,

We are writing to request approval of proposed plat of re-subdivision and permission to re-subdivide 730 Romona Avenue. We propose dividing the single lot into 2 equal parcels.

Currently the parcel's dimensions measure 140 feet wide (along Romona) and 160 feet deep (front to rear). We seek to have 2 – 70 x 160 lots.

The current lot area is 22,400 square feet. The parcel's total area of 22,400 SQ FT is much larger than the average sized lots in the neighborhood and remain far below the density pattern of the neighborhood.

The proposed re-subdivision will leave two parcels of 11,200 Square feet each which are still sizable lots relative to the average found throughout the neighborhood. Further, the new parcels considerably meet the density and development pattern of the neighborhood.

For these reasons, we believe this request conforms to the standards of review as set forth in the Village of Wilmette Zoning Ordinance and Village of Wilmette Subdivision Code.

We thank you in advance for your consideration.

Respectfully Submitted,

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

Derek Schiller
Attorney for MASTER CAPITAL
773.878.5555

ORDINANCE NO. 2592

AN ORDINANCE AUTHORIZING CERTAIN VARIATIONS TO THE WILMETTE ZONING ORDINANCE AND DIRECTING THE BUILDING COMMISSIONER TO ISSUE A BUILDING PERMIT.

WHEREAS, WILLIAM J. BENNER has requested the Village of Wilmette to approve a plat of subdivision of the premises located at 724 to 734 Romona Road in the Village of Wilmette, Illinois, legally described as follows:

The West 264 feet of the South 5 acres of the North 30 acres of the East one-half (1/2) of the Northwest one-quarter (NW 1/4) of Section 32, Township 42 North, Range 13 East of the 3rd P.M. (except that part dedicated for public street), in Cook County, Illinois,

and in connection therewith to grant certain variations from the Wilmette Zoning Ordinance; and

WHEREAS, the Zoning Board of Appeals, after giving due and proper notice as required by law, held a public hearing on May 7, 1962, in connection with the foregoing request for variations, and thereafter filed with the President and Board of Trustees of the Village of Wilmette a report, accompanied by a finding of fact, specifying the reason for the report and recommending that the request be denied; and

WHEREAS, said applicant has filed with the President and Board of Trustees of the Village of Wilmette a plat of subdivision of the aforementioned real estate, entitled "BENNER'S SUBDIVISION", which plat of resubdivision has been approved by the President and Board of Trustees of the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Wilmette, Illinois;

2592

Section 1: Authority is hereby granted to erect a single family dwelling upon the Easterly of the lots contained in said plat of subdivision, referred to in said plat as Lot 2, provided that said dwelling when erected, and the premises upon which it is erected, shall comply in all respects with the Building and Zoning Ordinances of the Village, except that the requirements of the Zoning Ordinance are waived for said Lot 2 in respect to the minimum frontage and average width thereof.

Section 2: The Building Commissioner of the Village of Wilmette hereby is authorized and directed to issue such building permits as are necessary to carry out and effectuate the intent of this Ordinance.

Section 3: This Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 4th day of September, 1962.

Mary Elizabeth Brush
VILLAGE CLERK OF THE VILLAGE OF WILMETTE,
ILLINOIS

APPROVED by the President of the Village of Wilmette, Illinois, this 4th day of September, 1962.

Howard H. Hirsch
PRESIDENT OF THE VILLAGE OF WILMETTE,
ILLINOIS

ATTEST:

Mary Elizabeth Brush
VILLAGE CLERK OF THE VILLAGE OF
WILMETTE, ILLINOIS

Published "Wilmette
Life" 9/13/62

From: [cschinzer](#)
To: [Adler, John](#)
Cc: [Mia Toy Schinzer](#)
Subject: Easement 730 romona
Date: Wednesday, June 28, 2017 3:03:46 PM

Hi john - here is a copy of the warranty deed establishing the easement with 730 and 732 romona.

Please note this document includes a survey defining lot 1 (730) and lot 2 (732).

Of note, the paragraph detailing ingress/egress rights over the existing driveway with the stipulation the parties jointly maintain the premises is the substance of the legal relationship.

Issues which are problematic: rezoning lot 1 into 2 lots would change the survey definition of lot 1.

Lot 1 has refused to maintain land portion of easement in word and action.

Lot 1 has stated they will only provide driveway maintenance AFTER the property is sold WITH conditions on lot 2. This quid pro quo arrangement is not acceptable and does not meet the standard of an enforceable contract.

Further, rezoning of lot 1 would allow a future home to face Romona Road and would then allow the owners of lot 1 to build a 6 foot fence within 16 feet of our front yard. This would dramatically alter the value of our property.

Note we will appear at the July 6 meeting and state our case opposing the rezoning initiative.

Thx!

Chas Schinzer

Sent via the Samsung Galaxy Note5, an AT&T 4G LTE smartphone

18 602 827

WARRANTY DEED - JOINT TENANCY FOR ILLINOIS

FORM 221

GEO. E. COLE & CO. CHICAGO
LEGAL BLANKS

52-55-436-18

This Indenture, Made this 26th day of September

1962, between WILLIAM J. BENNER and PAULINE BENNER, his wife,

of the Village of Wilmette in the County of Cook and State of Illinois parties of the first part, and LAURENCE W. SPUNGEN and FLORENCE B. SPUNGEN, his wife,

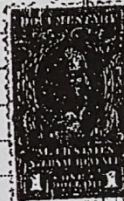
of the _____ in the County of _____ and State of _____ parties of the second part:

Witnesseth, That the parties of the first part, for and in consideration of the sum of TEN - - - - - Dollars, in hand paid,

convey and warrant to the said parties of the second part, not in tenancy in common, but in joint tenancy, the following described Real Estate, to-wit:

Lot Two (2) in Benner's Subdivision, a subdivision of the West 264.0 feet of the South five (5) acres of the North thirty (30) acres of the East 1/2 of the N. W. 1/4 of Section 32, Township 42 North, Range 13 East of the 3rd P. M., (except that part dedicated for public street)

325



situated in the Village of Wilmette County of Cook, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

To Have and to Hold the above granted premises unto the said parties of the second part forever, not in tenancy in common, but in joint tenancy.

Parties of the first part reserve forever for themselves, as owners of adjoining Lot 1 in said subdivision and successors in title thereto, the right of ingress and egress over the above granted premises to and from Romona Road, and the use for such purpose of the existing driveway on the above granted premises to be maintained by the parties of the second part and their successors in title.

In Witness Whereof, the said parties of the first part have herunto set their hands and seal this day and year first above written.

William J. Benner
Pauline Benner

Seal

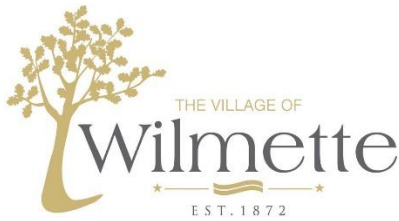
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REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.10



Village Manager's Office

SUBJECT: Resolution Authorizing Reimbursement of the General Fund by Bond Proceeds

MEETING DATE: July 25, 2017

FROM: [Michael Braiman](#), Assistant Village Manager

BUDGET IMPACT: None

Recommended Motions

Move to adopt Resolution #2017-R-19 declaring the Village of Wilmette's official intent to reimburse certain capital expenditures from the proceeds of future debt issues.

Background

The FY 2017 Budget includes the following General Fund capital improvements to be funded by bond proceeds:

Project	FY 2017 Budget
Public Works yard improvements	\$3,380,000
Village Hall Roof Replacement	\$630,000
Village Hall HVAC Replacement	\$200,000
Police Radio Network Replacement	\$500,000
Police Station Generator Replacement	\$135,000
Total	\$4,845,000

Discussion

The Village intends to issue debt for the aforementioned projects later this fall. Several of the contracts have already been approved by the Village Board, and work is underway. Until the

Village issues the related debt, the ongoing work will need to be funded by General Fund reserves. As of July 25, 2017, the Village has expended \$172,586.61 on these capital projects. Resolution #2017-R-19 will permit these monies to be reimbursed to the General Fund by the bond proceeds.

Budget Impact

The Fiscal Year 2017 Budget allocated funding for these projects as listed on page one of this report.

Documents Attached

1. Resolution 2017-R-19

RESOLUTION NO. 2017-R-19

A RESOLUTION DECLARING THE VILLAGE OF WILMETTE'S OFFICIAL INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES FROM THE PROCEEDS OF FUTURE DEBT ISSUES

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Wilmette as follows:

The purpose of this resolution, is to satisfy the "Official Intent Requirement" of Treasury Regulations Section 1.150-2. The Village of Wilmette, Illinois (the "Village") has determined to undertake the capital improvement projects described in this resolution and to expend funds to pay the costs of such capital improvement projects.

The Village Facility Repair Project which include:

- (i) roof replacement at Village Hall
- (ii) HVAC replacement for Village Hall; and
- (iii) public works yard improvements; and
- (iv) police radio network replacement; and
- (v) police station generator replacement;

all at an estimated aggregate cost of \$5,000,000.

Section 2. The Village expects to make payments for a portion of the aforementioned Village Facility Repair Project from the Village's General Fund and further, reasonably expects to be reimbursed for such expenditures with the proceeds of bonds to be issued by the Village. The maximum principal amount of debt expected to be issued for the reimbursement of such expenditures is \$2,100,000.00 and the entire project estimated cost is \$5,000,000.

Section 3. This declaration of official intent is consistent with the budgetary and financial circumstances of the Village.

Section 4. A copy of this resolution shall be filed immediately in the office of the Village Clerk and shall be made available for public inspection in the manner required by law.

Section 5. This resolution shall be operative and effective upon its passage.

Adopted this 25th day of July, 2017

(SEAL)

Attest:

Deputy Village Clerk



1200 Wilmette Avenue
WILMETTE, IL 60091

Engineering
Department

(847) 853-7660
Fax (847) 853-7701

MEETING MINUTES

TRANSPORTATION COMMISSION

THURSDAY, DECEMBER 15, 2016

7:00 P.M.

SECOND FLOOR TRAINING ROOM OF VILLAGE HALL

Members Present:	Commissioner Brendan McCarthy Commissioner Susan Barton Commissioner Libby Braband Commissioner Isaac Gaetz Commissioner Jill Hayes
Members Absent:	Chairman Pat Lilly Commissioner Michael Taylor
Staff Present:	Brigitte Berger-Raish, P.E., Director of Engineering and Public Works Russell Jensen, P.E., Village Engineer Brian King, Police Chief
Guests Present:	Peter Lemmon, P.E., Kimley Horn & Assoc. Garth Gustafson, 15 Prairie Avenue Gretchen Cappiello, 801 15 th Street Mario Scozia, 1210 Lake Avenue Jon Marshall, 822 Prairie Avenue Lorene Thomas, 2228 Elmwood Avenue Lauren Barlow, 2118 Elmwood Avenue

I. CALL TO ORDER.

Commissioner McCarthy called the meeting to order at 7:02 p.m. and welcomed those in attendance.

II. APPROVAL OF MINUTES; TRANSPORTATION COMMISSION MEETING OF MARCH 9, 2016.

Commissioner McCarthy directed the Commission's attention to the draft minutes of the Transportation Commission meeting of March 9, 2016. No comments were offered. Commissioner Braband moved approval of the minutes. The motion as seconded by Commissioner Gaetz. **The motion was approved by a unanimous voice vote.**

III. APPROVAL OF THE 2016/2017 SCHOOL CROSSING GUARD REPORT PRESENTED BY THE POLICE DEPARTMENT

Police Chief King, presented the annual school crossing guard report which did not recommend any changes for the 2016 / 2017 school year.

Commissioner Hayes moved to keep the crossing guard schedule the same for school year 2016 / 2017. The motion was seconded by Commissioner Barton. **The motion was approved by unanimous voice vote.**

IV. 2015-2016 TRAFFIC CALMING SUMMARY

Village Engineer, Russ Jensen, presented the summary of eligible traffic calming candidates conducted since the fall of 2015 to the present, based on requests from constituents for consideration. There have been about 20 requests for studies initiated by residents, via our website. Staff conducts studies noting traffic volumes, speed and traffic accident history to determine if these locations are eligible for traffic calming. In the distributed packet is a list of eligible candidate locations: 100 block of Prairie Avenue, 1900-2200 blocks of Kenilworth Avenue, 1900-2000 blocks of Thornwood Avenue, 1900-2200 blocks of Elmwood Avenue, 2000 block of Greenwood Avenue, 300 block of Sunset Drive, 2000 block of Schiller Avenue and the 800 block of Park Avenue.

Mr. Jensen indicated traffic calming locations are eligible to move forward as stand-alone projects, however budget funding has not been provided since the 2008 recession. The other means to move them forward has occurred in conjunction with road construction. If the eligible candidate receives resident consent and a recommendation of the Transportation Commission, they are incorporated into the road program without the need for separate funding. Also included in the packet is information for identifying road program eligibility.

Director of Engineering and Public Works, Brigitte Berger-Raish advised that because the Village Board has not approved a separate line item budget for traffic calming for FY 2017, that doesn't mean that next year they won't. Right

now the sole funding mechanism is rolling the traffic calming measure into the road program, which could change next year. It was a difficult budget year and the Village Board focused more on roads and sewers, rather than discretionary spending.

Commissioner McCarthy asked when the Village notifies the residents that a street may be re-established as a brick street.

Mr. Jensen responded that the Village reaches out to residents generally the year before construction as staff programs the street in the program.

Lorene Thomas, 2228 Elmwood, asked what types of traffic calming devices are available.

Mr. Jensen responded that examples include speed bumps, lane striping, curb bump-outs and lane meandering. A lot of calming effects are visually driven.

Ms. Berger-Raish advised that signage and striping and moving parking around are more economical options. The more structural the measure the more expensive – e.g. needing to hire a contractor to move curb.

Ms. Thomas, 2228 Elmwood, said she has seen a huge increase in traffic when the configuration on Lake Avenue changed and a couple other changes nearby. Can we put a sign saying no-right-turn during certain hours to help alleviate the congestion for SB traffic on Ridge onto Lake?

Ms. Berger-Raish responded that traffic has to go somewhere, so restricting traffic on Elmwood will likely push traffic to the north. We can look at the whole neighborhood solution for Kenilworth Gardens because it's certainly all tied together. The Commission would not recommend restricting turning movements without understanding the impacts to the surrounding neighborhood.

Ms. Thomas recommended to redirect the traffic anyway because they've been dealing with this traffic for over 10 years. Our street isn't a neighborhood street any longer, it feels more of a through-street.

Commissioner Barton said that Elmwood does stand out as having a very high 85th percentile speed. Have we done any targeted enforcement?

Chief King thought the Lake and Ridge intersection may be targeted for re-engineering.

Ms. Berger-Raish advised there are no plans for intersection changes to Lake and Ridge.

Ms. Thomas asked if there's something we can do to prevent neighbors from parking all over the place and to keep traffic from driving down the street. Any suggestion that's not a re-configuration of the street or new signage?

Chief King indicated the volume of traffic is a bigger issue than speed.

Mr. Jensen advises that traffic studies are done during weekdays for 3 days in a row to determine peak issues which are typical of morning and evening rush hour.

Chief King indicated in terms of the speed, he asked for the data and it shows a very large number of vehicles travelling over 75 mph which means the sensors may have malfunctioned. We can put sensors down in the spring and to obtain better readings.

Commissioner Hayes inquired about striping the parking lanes. Visually, striping creates a narrowing effect which can slow traffic.

Ms. Thomas asked the Village to do what it can in a cost-effective manner to make it safer. There are families with little kids on our street.

Ms. Lauren Barlow, 2118 Elmwood, asked a question to the Police Chief regarding ticketing speeding offenders. She wanted to follow up because she has not heard back from Police. What do those sensors do?

Police Chief Brian King advises said the sensors track car volume and speed. Road sensors are more successful to do a survey on the road, whereas the trailer is more visible enforcement. We are going to do something in the interim based on peaks and we will do some targeted enforcement to start the perception so drivers slow down.

Garth Gustafson, 157 Prairie, has been on Prairie over 25 years and has seen a lot of changes. Traffic volume gets worse every year, particularly when Green Bay Road was reconfigured and during the rush hours. Traffic lights along Green Bay Road exasperate the problem. He sees traffic coming down Prairie from Park to get around Green Bay Road to avoid those 2 traffic lights and continue southbound or northbound. Primarily it is worse at night. His question is can the Village alleviate the project by changing the traffic light pattern?

Ms. Berger-Raish said that it's actually better than it was. We received a federal grant to redo the signals at Lake, Central and Wilmette in 2009. The signal timing was changed to be more efficient. We had to get an order through the Illinois Commerce Commission to get the signals re-timed because the signals are coordinated with the railroad.

Mr. Gustafson said we should close off streets like Prairie to eliminate cut-through traffic. We could do the same at Park and farther west because people look for ways to save time. He asked if we would consider cameras and signs (e.g. no right turn on red), and this should alleviate some of the problem to give us back our neighborhood streets again.

Police Chief King said he has observed cut-through traffic in that neighborhood because people are trying to avoid the train. Most of the violators are from the neighborhood. He indicated the violation rate today is lower than it used to be prior to 2009.

Commissioner Gaetz said he used to live in Old Town, Chicago, where streets do not follow the Chicago grid. The result is there aren't many people cutting through the streets in that neighborhood. It does seem to work.

A brief discussion ensued regarding the operation of the traffic signals on Green bay Road.

V. TRAFFIC CONTROL AT THE INTERSECTION OF LAKE AVENUE AND 12TH STREET

Mr. Jensen indicated the Village received a resident request to re-review traffic control (specifically a 4-way stop) at the intersection of Lake Avenue and 12th Street. The previous request was made in 2013 which also was for a 4-way stop. The Village engaged Traffic Analysis & Design, Inc. (TADI) who determined the all-way stop control warrant criteria was not met. These findings were presented to the Transportation Commission at their meeting on June 23, 2014, and the Transportation Commission consensus was to improve striping in the area and look at some pedestrian improvements in the area.

The Village retained the services of Kimley-Horn and Associates to evaluate the traffic control and roadway configuration options for the intersection of 12th Street and Lake Avenue and Lake Avenue from the railroad tracks east to Wilmette Avenue. Mr. Peter Lemmon of Kimley-Horn is here to present his findings.

Mr. Lemmon said he reviewed the traffic count data from this past year and re-checked the warrants to see if the volumes met the different criteria for an all-way stop. The volumes do not meet the criteria to satisfy the warrant requirements. They also looked at crash history and whether an all-way stop or traffic signal would have resulted in fewer accidents.

We began to identify some of the key issues and came up with some ideas. He showed a diagram to the attendees. Currently, there is approximately 21 feet in

each direction to create 4 lanes. In the new concept, the 4 lanes would be merged to 2 lanes at the intersection of 12th. This effectively starts to slow down traffic due to the narrowness.

Commissioner McCarthy mentioned that consolidation of the Green Bay trail and separate pedestrian crossings across Lake Ave. at 13th Street into one crossing might be better if the traffic lanes are narrowed from two to one.

Mario Scozia, 1210 Lake, said he lived here for 27 years and after the work on the Edens Expressway, everyone found Lake Ave. to be a shortcut. Most drivers aren't Wilmette residents. He does not want to add a traffic light. A problem already exists west-bound by the RR tracks as it narrows down and it's a nightmare in the morning. A stop sign solution may be better.

Mr. Lemmon said going westbound, merging into the one lane is probably within 100-150' past the BP station where everyone is trying to get down to one lane. We have 475' there to complete this transition.

Commissioner Braband commented this is a low-cost solution. There's street parking in front of a townhome area which is new on Lake Street.

Mr. Lemmon said the parking will slow traffic down. The 45-to-1 taper is based on speed, which is an IDOT standard. The eastbound narrowing goes down to an 11' travel lane. The westbound side will remain the same to prevent vehicle stacking. Most (80-85%) traffic is using the center lane anyway, and the queue forms up mostly in the inside lane first.

Commissioner Hayes inquired about turns from eastbound Lake to 12th Street.

Mr. Lemmon said that during his observations, on occasion right hand turns needed to yield to a pedestrian crossing 12th Street. For traffic turning left, there were fewer conflicts observed with pedestrians.

Commissioner McCarthy asked for any other thoughts from the Commission.

Ms. Berger-Raish said that if the Commission recommends to move forward on an incremental basis to do striping, we would send letters with diagrams to the all the impacted neighbors. It's not that expensive, but it's more than our 2017 budget allows. However, we can recommend to approve the additional costs in 2017 without waiting another calendar year.

Commissioner Braband made a motion for staff to propose the Lake Avenue road diet striping plan to the Municipal Services Committee for funding and implementation in 2017. Commissioner Barton seconded. **The motion was approved by unanimous voice vote.**

VI. TRAFFIC CONTROL AT THE INTERSECTION OF 15TH STREET AND PRAIRIE AVENUE / SPENCER AVENUE

Mr. Jensen said that the intersection has east-west control. The request is for a four-way stop. Some concerns brought up by the residents about the previous review and study include a lot of pedestrian traffic was unaccounted for because of the park and previous counts had not taken into account the high pedestrian activity during the weekends. Again, staff asked Kimley Horn to look at the information collected so far and to give us recommendations – should we consider a 4-way stop or something else? Staff completed a 6-day count (Tuesday through Sunday) to get the vehicle counts over a weekend. Kimley Horn supplemented the vehicle counts with pedestrian counts for merging purposes and to assess if the combination was more significant. The merged volumes do not warrant a 4-way stop at the intersection. At this point, the recommendation is not to change the existing traffic control.

Commissioner Hayes said the previous counts were from November. She heard from several residents that November isn't representative of the issue of concern. The Village counts should include September or October when school is in session and park activity counts in May is because youth soccer starts in April. She agrees the data doesn't show it, but supports additional counts.

Mr. Lemmon said that improving visibility is better than stop signs. Maybe we can stripe some of the parking to have clear lines of sight to make the crossing shorter.

Chief King said he agrees that recounting is necessary. The studies are clear and the violation rates are higher so pedestrians are less safe.

Mr. Lemmon said that even if the counts doubled, we still wouldn't fulfill the criteria to install a 4-way stop.

Bob Dixon, 1539 Lake, said parents should pay more attention to their children crossing the street for park access.

Gretchen Capiello, 801 15th, said the parking was moved back in front of our house which was a big improvement. She wanted to go back to 2013 after the Village installed the highlighted traffic crossing at Lake. There was some talk of looking to see if additional signage can be added to highlight the crosswalk. Currently the crosswalk is a dark paver. Everyone is rushing down 15th to school. Drivers don't recognize when pedestrians have the right-of-way. Please consider adding better markings for the crosswalk.

Ms. Berger-Raish said the challenge of crosswalks on brick pavers is you can't stripe them.

Mr. Lemmon said we can recommend a sign with a downward arrow. It's a trade-off – do you fill with asphalt instead? Raising visibility is the issue. Also, children and seniors are more vulnerable, so we need to pay special attention to them. There isn't a discount on the warrants for age or size. However, lines of sight can be improved to account for them. Part of this comes down to culture – over time in Wilmette we are becoming more used to pedestrians in the crosswalks. People now are getting used to pedestrians in the roadway. Additional stop signs aren't the right solution.

Jon Marshall, 822 Prairie, said he lives at the southeast corner for 18+ years. This intersection has many close calls, being right next to the park, in the afternoon hours and weekends. Children are going to the park and to school. Drivers use Prairie to cut through the neighborhood on their way to work, and they save themselves 3 traffic lights. They speed through and take the corners very quickly. It's scary to see a lot of close calls. Please take into account how much of the traffic count are children.

Commissioner McCarthy asked the Commission for their opinion.

Commissioner Braband said she would like speed data on 15th because some people are talking about speed being the issue. Maybe we need more direct and targeted enforcement.

Commissioner Gaetz asked if another crosswalk guard can be added.

Police Chief King said this would require pulling a guard from a different location which is a complicated process.

Commissioner Braband said that we are creating an informational video to highlight how to not be in a hurry so much. We are collecting data real-time around schools and violations. It'll be shown at curriculum night and notices will be posted on walls. It's an educational tool to show the nanny, grandma, grandpa, and the children - to remind drivers to be safer drivers. We are seeking grant money and PTO money.

Commissioner Braband made a motion recommending to make visibility enhancements, targeted enforcement and education. Commissioner Hayes seconded. **The motion was approved by unanimous voice vote.**

VII. TRAFFIC CONTROL AT THE INTERSECTION OF LAKE AVENUE AND 16TH STREET

Mr. Jensen indicated a resident requested traffic control on Lake Avenue and 16th Street by means of a traffic control signal or 4-way stop. The study analysis does not support either of those measures. No previous outreach was on file regarding this location. The communication from the resident lacked additional information on why the request was being made.

Commissioner Braband said she lives on Greenwood and 15th/16th and she doesn't see what the issue is at this intersection.

Ms. Berger-Raish said that there were 3 resident e-mails opposed to this request.

Bob Dixon, 1539 Lake, said he has lived there for over 25 years and sees no issue at this intersection.

Commissioner Braband said there is no way to coordinate signals. The train comes at its schedule. There's already a backup issue on Lake Ave and this would exacerbate the situation. This request is not supported.

Ms. Berger-Raish indicated no motion is needed.

Lauren Barlow, 2118 Elmwood, said there are many vehicles using Elmwood and she has seen school buses going 40 mph. Perhaps shortening the length of the red light at Lake and Ridge would be a solution to the Elmwood traffic.

Commissioner Braband said she'll speak to the District transportation coordinator to discuss the speeding bus situation.

IV. OLD BUSINESS

Ms. Berger said that Phase I engineering was stalled about a year on Locust Road, so construction will be postponed to late 2018. She added that for the Skokie-Hibbard Federal Grant project, the IDOT letting is scheduled for March 2017 and there is a summer construction start for that intersection project. The Central Avenue STP project is estimated at \$3 million and the Phase I open house had 100 participants. In the spring, the results of the open house survey questionnaires for pedestrian and bike accommodations will be shared.

V. NEW BUSINESS

None.

VI. ADJOURNMENT

Commissioner McCarthy moved to adjourn the meeting. The motion was seconded by Commissioner Braband. The motion was approved by a unanimous voice vote. **The motion carried.** No further discussion occurred on the motion.

The meeting was thereafter adjourned at 8:54 p.m.

Minutes Respectfully Prepared by R. Jensen

REQUEST FOR BOARD ACTION

AGENDA ITEMS: 3.15



Engineering & Public Works Department

SUBJECT: Purchase of Asphalt Roller and Trailer

MEETING DATE: July 25, 2017

FROM: [Brigitte Ann Berger-Raish](#), P.E., Director of Engineering and Public Works
[Guy Lam](#), Deputy Director of Public Works
[Kurt Smith](#), Vehicle Maintenance Superintendent

BUDGET IMPACT:

Budget	\$ 38,000
Net Cost After Trade-In	35,650
Over/(Under) Budget	(\$ 2,350)

Recommended Motion

Move to approve a contract in the amount of \$38,900 with McCann Industries, Inc., Addison, IL for purchase of asphalt roller and trailer.

Background

This request is for the purchase of an asphalt roller (C-12) and trailer (C-29), scheduled for replacement in 2017 as part of the Village's 10-year Capital Improvement Program (CIP). Staff within the Street Division of Engineering and Public Works Department utilize this equipment for street repairs and patching with hot asphalt materials. Specifically, this roller assists with the application of approximately 50-tons of hot sand mix and 40-tons of hot asphalt surface and binder each year. The existing unit will be replaced with a larger capacity roller (47-inch versus 35-inch drum width) as the current unit (23-years of age) is undersized, underpowered, and inadequate for compacting larger surface areas having a material depth of 2-3 inches.

The new asphalt roller will contribute to a more comprehensive in-house asphalt pavement patching program, where permanent repairs are assigned to areas which were previously treated with temporary measures. Quite often, these areas require repeat visits and become resource intensive from a maintenance standpoint (i.e. labor, equipment and material usage). Efficiency gains are expected through use of this upgraded equipment. Integrating permanent type of repairs also produces a greater quality of road surface and can help to extend the life of asphalt streets (and alleys) before their scheduled resurfacing date. The expected useful life of the new asphalt roller and trailer is between 20-25 years

Discussion

Beginning in April, staff developed specifications for purchase of the asphalt roller and trailer. On May 18, 2017, bid notices for a Request for Proposal (RFP No. 17-M-0012) were sent to six area vendors specializing in the supply and sale of asphalt rollers and trailers. The bid

opening occurred on June 8, 2017 and a total of five proposals were received. Results of the bid opening are denoted in the table below.

Bid Results RFP No. 17-M-0012					
Vendor	Asphalt Roller (Make/Model)	Trailer (Make/Model)	Total Bid Amount	Trade-In (Optional)	Net Bid Amount
McCann Industries, Inc., Addison, IL	CASE DV26	Towmaster T5DT	\$38,900	\$3,250	\$35,650
Westside Tractor Sales Co., Wauconda, IL	BOMAG BW120-SL-5	Felling FT10T	\$39,965	\$3,500	\$36,465
Casey Equipment Co., Arlington Heights, IL	Dynapac CC1200 Plus	Big Tow B-3 DT	\$44,075	\$1,500	\$42,575
Patten Industries, Inc., Elmhurst, IL	Caterpillar CB24B	Towmaster T10 DT	\$46,112	\$4,000	\$42,112
ALTA Equipment Co., New Hudson, MI	Wacker- Neuson RD 28	Towmaster T5DT	\$50,170	\$3,000	\$47,170

McCann Industries, Inc., Addison, IL provided the lowest responsive proposal for purchase of the asphalt roller and trailer and did not take any exceptions to the specification. Staff reviewed the manufacturer make and model information included in McCann's proposal and they are sourced from reputable suppliers with products widely used in the industry. In 2015, as part of pilot program, the Village rented a similar asphalt roller (i.e. make and model) with positive reviews and feedback from staff. Prospective bidders were also asked to provide a trade-in credit for the existing roller and trailer. McCann Industries, Inc. has offered a trade-in credit of \$3,250. Staff recommends accepting this credit as part of the final contract as it represents fair market value and there are no assurances that going out to auction would produce equal or more favorable pricing. Furthermore, McCann Industries has supplied equipment for the Village prior (2013- backhoe purchase) and demonstrated to be competent and capable vendor. They have also been responsive to any warranty repair claims. Therefore, staff recommends award to the lowest responsive bidder.

The delivery of the asphalt roller takes 60 days from the order date and 105 days for the trailer; final delivery of both units is expected before the end of November 2017.

Budget Impact

The 2017 Budget provides \$38,000 to replace an asphalt roller (C-12) and trailer (C-29). The final purchase cost of the new asphalt roller and trailer is \$35,650 (includes optional trade-in credit), resulting in a final budget savings of \$2,350.

The table below illustrates funding for 2017.

Budget 11960070-480275-40214	\$38,000
Asphalt Roller and Trailer	\$38,900
Trade-In Credit	(\$3,250)
Final Net Cost	\$35,650
Balance (Savings)	(\$2,350)

Documents Attached

1. CIP page for C-12 and C-29
2. Proposal from McCann Industries, Inc., Addison, IL
3. Proposal from Westside Tractor Sales Company, Wauconda, IL
4. Proposal from Casey Equipment Company, Arlington Heights, IL
5. Proposal from Patten Industries, Inc., Elmhurst, IL
6. Proposal from ALTA Equipment Company, New Hudson, MI

Compactor –Asphalt Roller (C-12)	2017	\$32,000	G/F - Operating
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- Critical
 - X Recommended
 - Contingent on Funding
-

Vehicle Description (C-12)

<i>Make</i>	Wacker
<i>Model</i>	RD880
<i>Year</i>	1994
<i>Cost</i>	\$9,420
<i>Useful Life</i>	25 years
<i>Current Life</i>	22 years



Personnel in the Engineering and Public Works Department (Street Division) utilize this machine to facilitate street repairs – patching with hot asphalt material. This machine is hydraulically operated, powered by a 16-HP Briggs and Stratton V-Twin engine, 35” drum width, 1.25 ton rating and equipped with emergency lighting.

Project Description & Justification

An estimated cost of \$32,000 to purchase a new compactor (31.5-HP engine, 47” drum width and 2.92 ton rating).

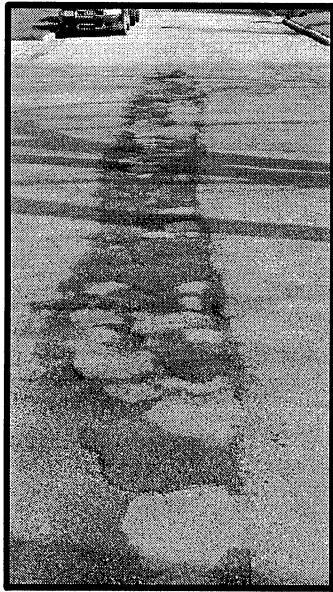
C-12	
Breakdown/Repairs 2014-2015	
Number of Breakdown/Repairs	1
Labor Hours	0.75
Labor Cost	\$23
Parts Cost	\$2
Total Cost	\$25
Total Equipment Miles	No Meter
Total Equipment Hours	474

*Breakdowns are shown for those vehicles that are to be replaced in the next calendar year

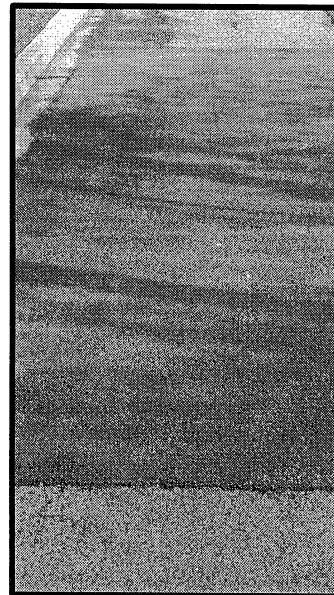
Project Update

This request has been rescheduled from 2021 to 2017 and the projected cost has increased \$20,000 due to replacement with a larger capacity roller (47” versus 35” drum width), which better suits the needs of the Engineering and Public Works Department (Street Division), and rising manufacturer/material costs. In 2015, the Street Division needed to rent a larger capacity compactor to facilitate a pilot program (larger asphalt patches) as the Village’s current compactor was undersized, underpowered and inadequate for compacting larger surface areas having a material depth of 2-3 inches.

The funding of this purchase will assist the Engineering and Public Works Department with achieving the goal of implementing a more comprehensive asphalt pavement patching program which produces a greater quality of road surface and extends the life of asphalt streets before their scheduled resurfacing date. Currently, the Street Division is confined to utilizing strictly UPM cold patch and hot sand mix materials for asphalt which are both temporary repairs (applications are short-lived, 1-2 years). Granted, each material will continue to play an integral role within a comprehensive street repair/maintenance program, however, staff would like incorporate more permanent repairs (5+ years of extended life) which involve pavement grinding and hot asphalt (i.e. surface and binder) applications. However, in order to start implementing permanent repairs, staff requests existing equipment to be replaced with upgraded equipment. Immediate areas of emphasis will be problematic sections of roadways (i.e. resource intensive, labor and material) that have received numerous, recurring cold patch repairs (temporary) and show progressive deterioration (see attached photos denoted below).



Temporary repair



Permanent repair

If the following equipment is approved for replacement (C-12, C-29, C-34 and C-37), the Street Division foresees an investment of 1,000 labor hours (or approx. 1-month period) dedicated to permanent street repairs with a projected material budget of \$6,600-\$7,800, which affords the purchase of 110-130 tons of surface/binder asphalt (or approximately up to 6,000 to 7,000 square feet of area). By grinding and re-paving the most problematic areas, staff hopes to offset incurred expenses for temporary repairs (i.e. cold patching) by reducing associated labor hours and material costs. For example, based on a historical average over the last five years, the Street Division invests 1,350 labor hours to complete 6-8 passes of all Village streets with application of 90-120 tons of UPM material (\$13,860 or \$132 per ton) and 300-400 labor hours to apply 50-60 tons of hot sand mix material (\$4,950 or \$90 per ton). However, implementing more permanent street repairs will not offset the cost of temporary repairs in totality. The demand for UPM cold patching applications will always continue and efficiency gains in other service areas will be needed in order to allocate the projected 1,000 hours for permanent street repairs. When removed from service, this vehicle will be traded in on a new acquisition, or be auctioned through the Northwest Municipal Conference.

Project Alternative

The alternative is to delay the purchase and reschedule during later years or lease a compactor for approximately \$1,500 per week or \$6,000 per month. However, based on the expected useful life of a brand new compactor (20-25 years) and the cumulative cost to lease a unit (1-month per year, 20-25 years), the long-term cost impact of leasing would be three fold (\$120,000-\$150,000) as compared to the cost of purchasing a new unit (\$39,000 – includes trailer).

Operating Budget Impact

Is this purchase *routine* X or *non-routine* ?

ROUTINE	
Account Number/Description	11233030-490450 /C-12
Maintenance Costs	All maintenance expenditures are included in various accounts in 11273030
Personnel Costs	None
Training Costs	None

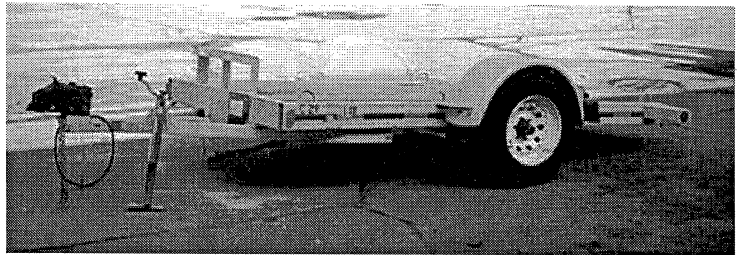
Engineering and Public Works – Vehicles

Trailer for Compactor -Asphalt Roller (C-29)	2017	\$6,000	G/F - Operating
---	-------------	----------------	------------------------

-	Critical
X	Recommended
-	Contingent on Funding

Vehicle Description

<i>Make</i>	Wacker
<i>Model</i>	T-4000
<i>Year</i>	1994
<i>Cost</i>	\$2,540
<i>Useful Life</i>	25 years
<i>Current Life</i>	22 years



Various personnel in the Engineering and Public Works Department (Street Division) utilize this trailer for transport of the asphalt roller (C-12). The replacement of this trailer coincides with the asphalt roller (C-12).

Project Description & Justification

An estimated cost of \$6,000 to replace a 1994 Asphalt roller.

C-29	
Breakdown/Repairs 2014-2015	
Number of Breakdown/Repairs	1
Labor Hours	0.50
Labor Cost	\$18.00
Parts Cost	\$3.98
Total Cost	\$21.98
Total Equipment Miles	No Meter
Total Equipment Hours	No Meter

*Breakdowns are shown for those vehicles that are to be replaced in the next calendar year

Project Update

This request has been rescheduled from 2021 to 2017 to coincide with the replacement of the compactor/asphalt roller (C-12). When removed from service, this vehicle will be traded in on a new acquisition, or be auctioned through the Northwest Municipal Conference.

Project Alternative

The alternative is to delay the purchase and reschedule during later years.

Operating Budget Impact

Is this purchase *routine* X or *non-routine* ?

ROUTINE	
Account Number/Description	11233030-490450 /C-29
Maintenance Costs	All maintenance expenditures are included in various accounts in 11273030
Personnel Costs	None
Training Costs	None

Village of Wilmette
Request for Proposal No. 17-M-0012
Public Works Asphalt Roller & Trailer

Quoted Pricing and Timing for Completion:

1. TOTAL COST FOR ONE COMPLETE ASPHALT ROLLER & ONE TRAILER:

In Dollars: \$ 38,900.00

In Words: THIRTY-EIGHT THOUSAND NINE-HUNDRED AND 00/100

ASPHALT ROLLER MAKE: CASE Model: DV26
Please provide descriptive literature with bid

TRAILER MAKE: TOWMASTER Model: T5-DT Overall Length: 17'4"-19'4" (TBD)
Please provide descriptive literature with bid

2. DELIVERY TIME: SEE BELOW (in calendar days from time of order placement)

The above pricing and time for completion are to deliver as per the Specifications shown in this document in **Appendix One**. Vendor offering this proposal must demonstrate that they have the resources and capability to provide the materials and services as described herein. The above prices shall include all labor, materials, removal, overhead, profit, insurance and incidentals required to complete the Work.

ROLLER - 60 DAYS
TRAILER - 105 DAYS

3. OPTIONAL ITEM: TOTAL COST FOR EXTENDED WARRANTY FOR THE FOLLOWING:

Extended Warranty for Asphalt Roller Full Machine in Dollars: \$ SEE ATTACHED
Please provide descriptive coverage literature

Extended Warranty for Asphalt Roller Powertrain Only in Dollars: \$ SEE ATTACHED
Please provide descriptive coverage literature

Note: The Village of Wilmette is a tax-exempt municipality. Our Illinois Department of Revenue Tax Exempt ID # is E9998-1106-06. As such, no sales tax should be added to the quoted price.

4. OPTIONAL ITEM: TRADE IN VALUE FOR THE FOLLOWING:

TRADE-IN INFORMATION

The following unit may be used for trade-in allowance (at the option of the Village) and shall be part of any contract for this RFP. Radios - and any other equipment not integral to the vehicle - will be removed prior to the unit being surrendered to the Vendor. Any Village markings must also be removed (by the Village) prior to releasing possession of the vehicle. Please indicate the trade-in value in the space provided below the following picture.



Note: This trade-in will not be available for pick-up by the Vendor until 15 business days after delivery of the completed unit. The trade in vehicle may be viewed at the Public Works Maintenance Facility, 711 Laramie Ave., Wilmette, IL 60091 Monday thru Friday, during normal working hours of operation 7:00 A.M. to 3:00 P.M.

Asphalt Roller:
 1994 Wacker RD880
 Serial # 673602213
 Engine: 16 Horsepower
 Hours: 475.0

Trailer:
 1995 Karvan T4000
 Serial: 718601030

TRADE-IN ALLOWANCE (Optional):

In Dollars: \$ 3250⁰⁰

In Words: THREE THOUSAND TWO HUNDRED FIFTY AND NO/100

IN SUBMITTING THIS PROPOSAL THE VENDOR CERTIFIES THAT:

1. the prices in this PROPOSAL have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. this PROPOSAL has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
3. it has not directly or indirectly induced or solicited any other bidder to submit a false or sham PROPOSAL; has not solicited or induced any person, firm or corporation to Quote or refrain from Quoting; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.
4. is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work;
5. is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this Quote is submitted.

Signed and sworn this 8 day of JUNE, 2017

By: _____

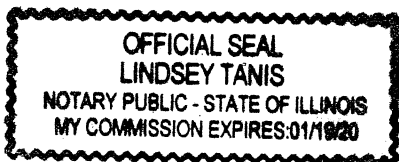
(Signature)

By: STEVEN RICHARDSON, CFO

(Print Name)

d/b/a McCAIN INDUSTRIES, INCBusiness address: 643 E. ROLLINGWOOD RD.
ANDERSON, IL 60101Business Phone #: 630-627-0800Cell Phone #: 630 442-4481E-Mail Address: CMEURER@MCCAINONLINE.COMSubscribed and sworn before me
this 8 day of JUNE, 2017

Notary Public:



Village of Wilmette
Request for Proposal No. 17-M-0012
Public Works Asphalt Roller & Trailer

Quoted Pricing and Timing for Completion:

1. TOTAL COST FOR ONE COMPLETE ASPHALT ROLLER & ONE TRAILER:

In Dollars: \$ 39,965

In Words: Thirty Nine Thousand Nine Hundred Sixty Five Dollars

ASPHALT ROLLER MAKE: BOMAL Model: BW120 SL-5
Please provide descriptive literature with bid

TRAILER MAKE: FALLIN Model: FT-10T Overall Length: 20'6"
Please provide descriptive literature with bid

2. DELIVERY TIME: 60-90 (in calendar days from time of order placement)

The above pricing and time for completion are to deliver as per the Specifications shown in this document in **Appendix One**. Vendor offering this proposal must demonstrate that they have the resources and capability to provide the materials and services as described herein. The above prices shall include all labor, materials, removal, overhead, profit, insurance and incidentals required to complete the Work.

3. OPTIONAL ITEM: TOTAL COST FOR EXTENDED WARRANTY FOR THE FOLLOWING:

2yr/3,000 HR Extended Warranty for Asphalt Roller Full Machine in Dollars: \$ 1119
Please provide descriptive coverage literature

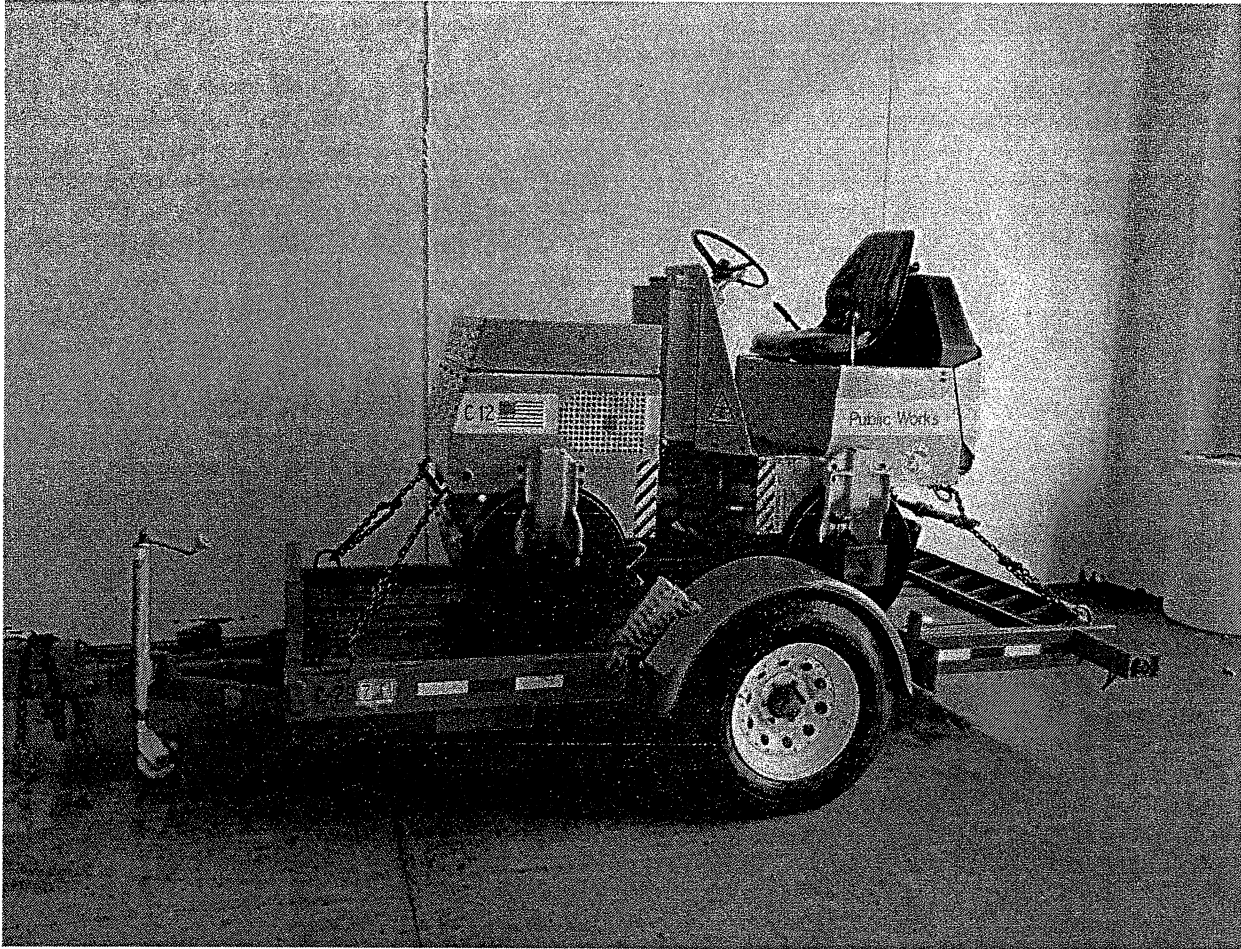
2yr/3,000 HR Extended Warranty for Asphalt Roller Powertrain Only in Dollars: \$ 961
Please provide descriptive coverage literature

Note: The Village of Wilmette is a tax-exempt municipality. Our Illinois Department of Revenue Tax Exempt ID # is E9998-1106-06. As such, no sales tax should be added to the quoted price.

4. OPTIONAL ITEM: TRADE IN VALUE FOR THE FOLLOWING:

TRADE-IN INFORMATION

The following unit may be used for trade-in allowance (at the option of the Village) and shall be part of any contract for this RFP. Radios - and any other equipment not integral to the vehicle - will be removed prior to the unit being surrendered to the Vendor. Any Village markings must also be removed (by the Village) prior to releasing possession of the vehicle. Please indicate the trade-in value in the space provided below the following picture.



Note: This trade-in will not be available for pick-up by the Vendor until 15 business days after delivery of the completed unit. The trade in vehicle may be viewed at the Public Works Maintenance Facility, 711 Laramie Ave., Wilmette, IL 60091 Monday thru Friday, during normal working hours of operation 7:00 A.M. to 3:00 P.M.

Asphalt Roller:
1994 Wacker RD880
Serial # 673602213
Engine: 16 Horsepower
Hours: 475.0

Trailer:
1995 Karvan T4000
Serial: 718601030

TRADE-IN ALLOWANCE (Optional):

In Dollars: \$ 3500

In Words: Three Thousand Five Hundred

IN SUBMITTING THIS PROPOSAL THE VENDOR CERTIFIES THAT:

1. the prices in this PROPOSAL have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. this PROPOSAL has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
3. it has not directly or indirectly induced or solicited any other bidder to submit a false or sham PROPOSAL; has not solicited or induced any person, firm or corporation to Quote or refrain from Quoting; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.
4. is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work;
5. is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this Quote is submitted.

Signed and sworn this 6 day of June, 2017

By: _____

(Signature)

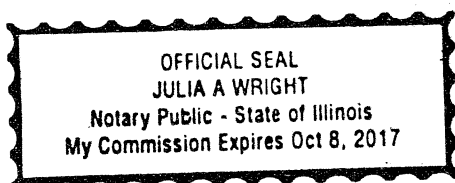
By: _____

(Print Name)

d/b/a _____

Business address: 1560 N. Rand Rd
Wauconda IL 60084Business Phone #: (847) 526-7700Cell Phone #: (630) 816-5001E-Mail Address: Cmazzonei@WESTSIDE TRACTOR SALES. Com.Subscribed and sworn before me
this 6th day of JUNE, 2017

Notary Public:



**Village of Wilmette
Request for Proposal No. 17-M-0012
Public Works Asphalt Roller & Trailer**

Quoted Pricing and Timing for Completion:**1. TOTAL COST FOR ONE COMPLETE ASPHALT ROLLER & ONE TRAILER:**

In Dollars: \$ 44,075.⁰⁰

In Words: Forty four thousand seventy five dollars + 0/100

ASPHALT ROLLER MAKE: Dynapac Model: CC1200 Plus
Please provide descriptive literature with bid

TRAILER MAKE: Big Tow Model: B-3DT Overall Length: 12'
Please provide descriptive literature with bid

2. DELIVERY TIME: 90 (in calendar days from time of order placement)

The above pricing and time for completion are to deliver as per the Specifications shown in this document in **Appendix One**. Vendor offering this proposal must demonstrate that they have the resources and capability to provide the materials and services as described herein. The above prices shall include all labor, materials, removal, overhead, profit, insurance and incidentals required to complete the Work.

3. OPTIONAL ITEM: TOTAL COST FOR EXTENDED WARRANTY FOR THE FOLLOWING:

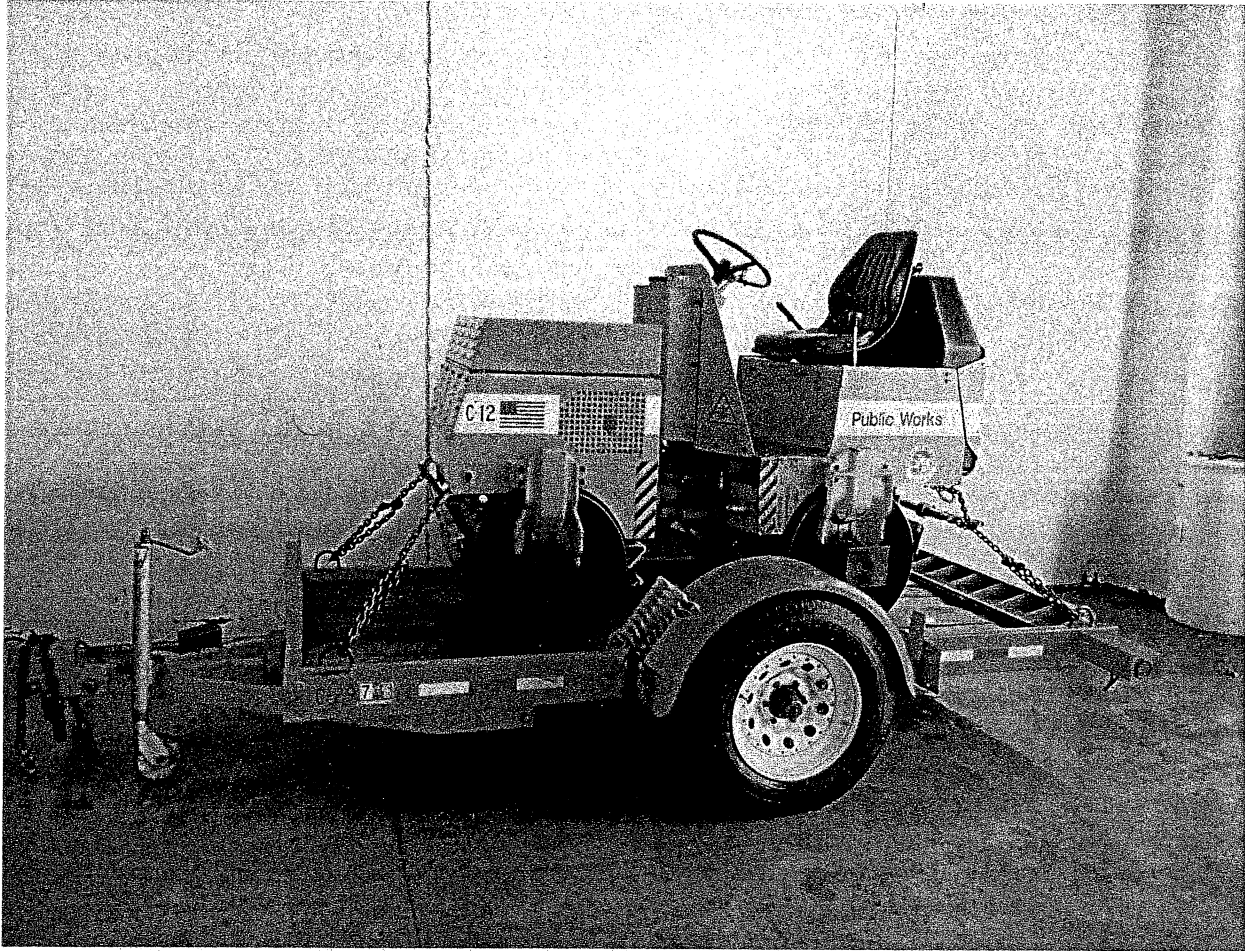
Extended Warranty for Asphalt Roller Full Machine in Dollars: \$ 995.⁰⁰
Please provide descriptive coverage literature

Extended Warranty for Asphalt Roller Powertrain Only in Dollars: \$
Please provide descriptive coverage literature

Note: The Village of Wilmette is a tax-exempt municipality. Our Illinois Department of Revenue Tax Exempt ID # is E9998-1106-06. As such, no sales tax should be added to the quoted price.

4. OPTIONAL ITEM: TRADE IN VALUE FOR THE FOLLOWING:**TRADE-IN INFORMATION**

The following unit may be used for trade-in allowance (at the option of the Village) and shall be part of any contract for this RFP. Radios - and any other equipment not integral to the vehicle - will be removed prior to the unit being surrendered to the Vendor. Any Village markings must also be removed (by the Village) prior to releasing possession of the vehicle. Please indicate the trade-in value in the space provided below the following picture.



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Asphalt Roller:
1994 Wacker RD880
Serial # 673602213
Engine: 16 Horsepower
Hours: 475.0

Trailer:
1995 Karvan T4000
Serial: 718601030

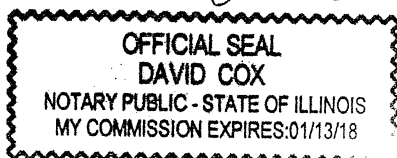
TRADE-IN ALLOWANCE (Optional):

In Dollars: \$ 1,500.⁰⁰

In Words: One thousand five hundred dollars + ⁰⁰/₁₀₀ —

IN SUBMITTING THIS PROPOSAL THE VENDOR CERTIFIES THAT:

1. the prices in this PROPOSAL have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. this PROPOSAL has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
3. it has not directly or indirectly induced or solicited any other bidder to submit a false or sham PROPOSAL; has not solicited or induced any person, firm or corporation to Quote or refrain from Quoting; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.
4. is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work;
5. is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this Quote is submitted.

Signed and sworn this 07 day of JUNE, 2017By: Michael Scaletta
(Signature)By: MICHAEL SCALETTA
(Print Name)d/b/a CASEY EQUIPMENT COMPANY, INC.Business address: 1603 E. ALGONQUIN RD
ARLINGTON HEIGHTS, IL 60005Business Phone #: 847-437-8686Cell Phone #: 224-200-4211E-Mail Address: MICHAEL.SCALETTA@CASEYEQUIPMENT.COMSubscribed and sworn before me
this 07 day of June, 2017Notary Public: David Cox

Village of Wilmette
Request for Proposal No. 17-M-0012
Public Works Asphalt Roller & Trailer

Quoted Pricing and Timing for Completion:

1. TOTAL COST FOR ONE COMPLETE ASPHALT ROLLER & ONE TRAILER:

In Dollars: \$ 46,112.00

In Words: Forty Six thousand and one hundred twelve dollars

ASPHALT ROLLER MAKE: Caterpillar Model: CB24B
Please provide descriptive literature with bid

TRAILER MAKE: Towmaster Model: T10AT Overall Length: 21 ft.
Please provide descriptive literature with bid

2. DELIVERY TIME: 75-90 (in calendar days from time of order placement)

The above pricing and time for completion are to deliver as per the Specifications shown in this document in **Appendix One**. Vendor offering this proposal must demonstrate that they have the resources and capability to provide the materials and services as described herein. The above prices shall include all labor, materials, removal, overhead, profit, insurance and incidentals required to complete the Work.

3. OPTIONAL ITEM: TOTAL COST FOR EXTENDED WARRANTY FOR THE FOLLOWING:

Extended Warranty for Asphalt Roller Full Machine in Dollars: \$ 440.00
Please provide descriptive coverage literature

36 months / 1000 Hrs.
Extended Warranty for Asphalt Roller Powertrain Only in Dollars: \$ 230.00
Please provide descriptive coverage literature

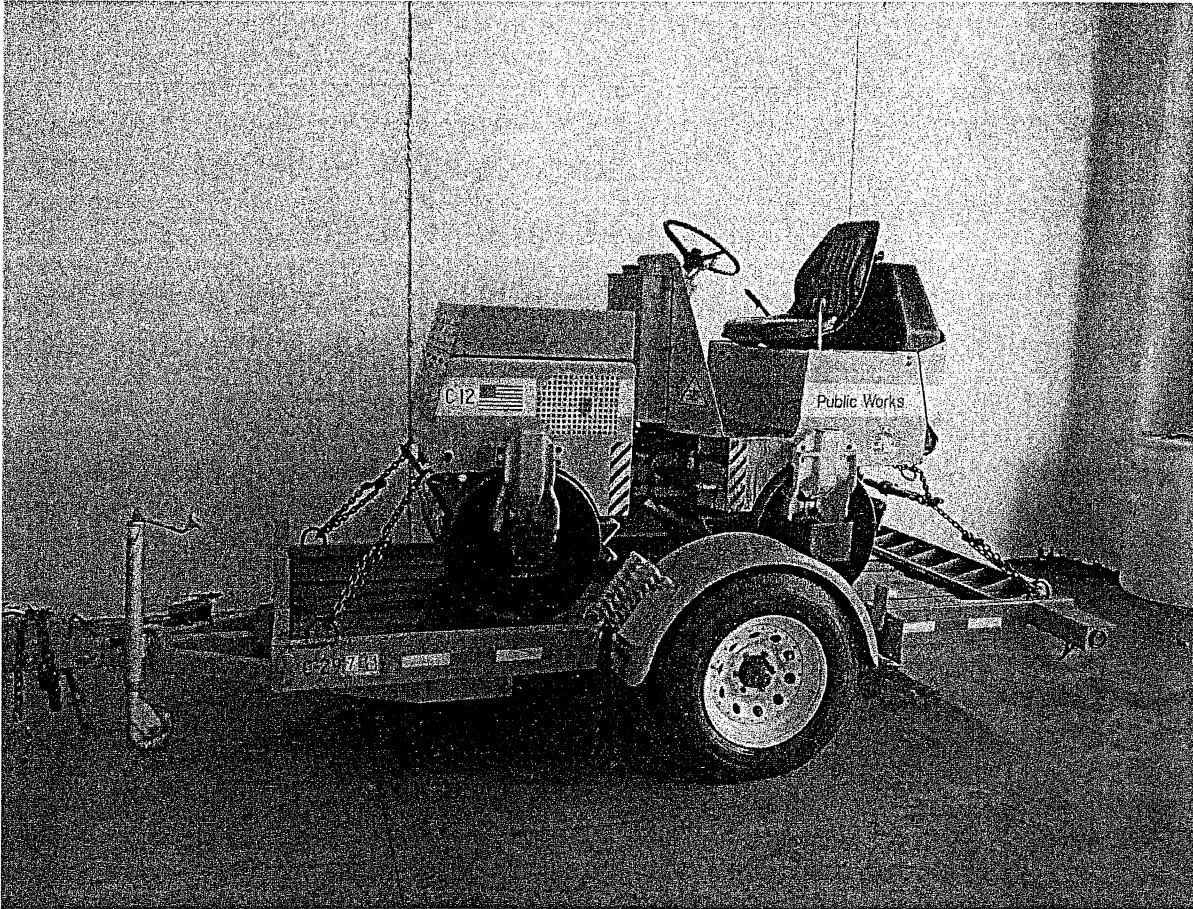
36 months / 1000 Hrs.

Note: The Village of Wilmette is a tax-exempt municipality. Our Illinois Department of Revenue Tax Exempt ID # is E9998-1106-06. As such, no sales tax should be added to the quoted price.

4. OPTIONAL ITEM: TRADE IN VALUE FOR THE FOLLOWING:

TRADE-IN INFORMATION

The following unit may be used for trade-in allowance (at the option of the Village) and shall be part of any contract for this RFP. Radios - and any other equipment not integral to the vehicle - will be removed prior to the unit being surrendered to the Vendor. Any Village markings must also be removed (by the Village) prior to releasing possession of the vehicle. Please indicate the trade-in value in the space provided below the following picture.



Note: This trade-in will not be available for pick-up by the Vendor until 15 business days after delivery of the completed unit. The trade in vehicle may be viewed at the Public Works Maintenance Facility, 711 Laramie Ave., Wilmette, IL 60091 Monday thru Friday, during normal working hours of operation 7:00 A.M. to 3:00 P.M.

Asphalt Roller:
 1994 Wacker RD880
 Serial # 673602213
 Engine: 16 Horsepower
 Hours: 475.0

Trailer:
 1995 Karvan T4000
 Serial: 718601030

TRADE-IN ALLOWANCE (Optional):

In Dollars: \$ 4,000

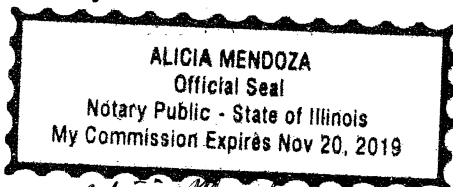
In Words: Four thousand dollars and 00/cent

IN SUBMITTING THIS PROPOSAL THE VENDOR CERTIFIES THAT:

1. the prices in this PROPOSAL have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. this PROPOSAL has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
3. it has not directly or indirectly induced or solicited any other bidder to submit a false or sham PROPOSAL; has not solicited or induced any person, firm or corporation to Quote or refrain from Quoting; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.
4. is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work;
5. is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this Quote is submitted.

Signed and sworn this 8 day of June, 2017By: [Signature]
(Signature)By: John Loftus Account Mgr.
(Print Name)d/b/a Patten Industries Inc.Business address: 635 W. Lake Street
Elmhurst IL 60126Business Phone #: 630-279-4400Cell Phone #: 630-417-8882E-Mail Address: loftusj@pattencat.comSubscribed and sworn before me
this 8 day of June, 2017

Notary Public:

Alicia Mendoza

Village of Wilmette

**Village of Wilmette
Request for Proposal No. 17-M-0012
Public Works Asphalt Roller & Trailer**

Quoted Pricing and Timing for Completion:

1. TOTAL COST FOR ONE COMPLETE ASPHALT ROLLER & ONE TRAILER:

In Dollars: \$ 50,170

In Words: Fifty thousand one hundred and seventy dollars 0/100 cents

ASPHALT ROLLER MAKE: WACKER **Model:** RD28
Please provide descriptive literature with bid

TRAILER MAKE: TOWMASTER **Model:** T-5DT **Overall Length:** 17'4"
Please provide descriptive literature with bid

2. DELIVERY TIME: 90 DAYS **(in calendar days from time of order placement)**

The above pricing and time for completion are to deliver as per the Specifications shown in this document in **Appendix One**. Vendor offering this proposal must demonstrate that they have the resources and capability to provide the materials and services as described herein. The above prices shall include all labor, materials, removal, overhead, profit, insurance and incidentals required to complete the Work.

3. OPTIONAL ITEM: TOTAL COST FOR EXTENDED WARRANTY FOR THE FOLLOWING:

Extended Warranty for Asphalt Roller Full Machine in Dollars: \$ NA
Please provide descriptive coverage literature

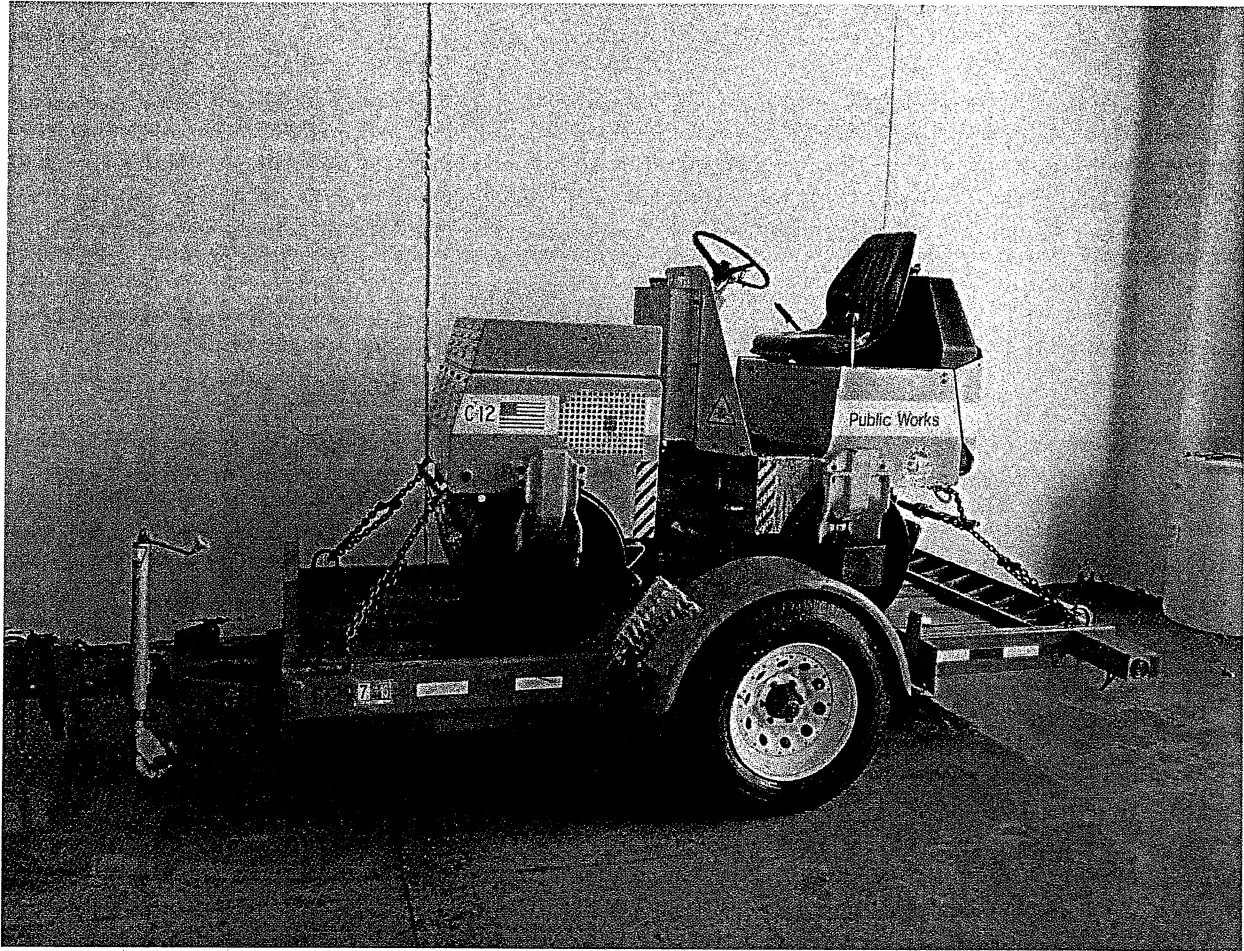
Extended Warranty for Asphalt Roller Powertrain Only in Dollars: \$ NA
Please provide descriptive coverage literature

Note: The Village of Wilmette is a tax-exempt municipality. Our Illinois Department of Revenue Tax Exempt ID # is E9998-1106-06. As such, no sales tax should be added to the quoted price.

4. OPTIONAL ITEM: TRADE IN VALUE FOR THE FOLLOWING:

TRADE-IN INFORMATION

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Asphalt Roller:
1994 Wacker RD880
Serial # 673602213
Engine: 16 Horsepower
Hours: 475.0

Trailer:
1995 Karvan T4000
Serial: 718601030

TRADE-IN ALLOWANCE (Optional):

In Dollars: \$ 3,000

In Words: Three thousand dolalrs 0/100 cents

IN SUBMITTING THIS PROPOSAL THE VENDOR CERTIFIES THAT:

1. the prices in this PROPOSAL have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. this PROPOSAL has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
3. it has not directly or indirectly induced or solicited any other bidder to submit a false or sham PROPOSAL; has not solicited or induced any person, firm or corporation to Quote or refrain from Quoting; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.
4. is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work;
5. is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this Quote is submitted.

Signed and sworn this 7 day of June, 2017By: Alyssa LaForge
(Signature)By: Alyssa LaForge
(Print Name)d/b/a Alta Equipment CompanyBusiness address: 56195 Pontiac Trail
New Hudson, MI 48165**Alta Equipment Company**
56195 Pontiac Trail
New Hudson, MI 48165Business Phone #: (248) 354-5200Cell Phone #: (248) - 318-5509E-Mail Address: Alyssa.laforge@altaequipment.comSubscribed and sworn before me
this 7 day of June, 2017Notary Public: Michelle A. MaynarichMICHELLE A. MAYNARICH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE

COMMISSION EXPIRES Aug 23, 2020

COUNTY OF Oakland

REQUEST FOR BOARD ACTION

AGENDA ITEMS: 3.16



Engineering & Public Works Department

SUBJECT: Professional Design and Project Management Services for Replacement of Roof at Village Hall

MEETING DATE: July 25, 2017

FROM: [Brigitte Ann Berger-Raish](#), P.E., Director of Engineering and Public Works
[Guy Lam](#), Deputy Director of Public Works
[John Ramaker](#), Facilities Supervisor

BUDGET IMPACT:

Net Cost	\$32,700
Budget	\$630,000
Remaining Budget	(\$597,300)

Recommended Motion

Move to approve a contract in the amount not to exceed \$32,700 with Hutchinson Design Group, Ltd. (HDG), Barrington, IL for professional design and project management services associated with the Village Hall roof replacement project.

Background

This request is for professional design and project management services for replacement of the roof at Village Hall, scheduled in 2017 as part of the Village's 10-year Capital Improvement Program (CIP). The roof at Village Hall is comprised of the following areas: the upper main roof (approximately 16,000 square feet), lower dugout area for the HVAC chiller unit (approximately 800 square feet) and two small overhead canopy areas (i.e. located above east and west front entrances). The roof was rehabilitated approximately 20 years ago (built-up type construction), however, the concrete deck construction (and insulation) is original to the building (circa 1973).

On April 25, 2017, staff presented to the Village Board a recommendation for award of contract in the amount of \$606,758 with The Garland Roof Company, Inc., Cleveland, Ohio for replacement of the Village Hall roof (i.e. modified built-up type construction). The project was to be coordinated through the U.S. Communities joint purchasing program under a turn-key agreement which included professional design and project management services. U.S. Communities is a national nonprofit purchasing cooperative. The recommendation was removed from the agenda due to trustee concerns with transparency of the U.S. Communities procurement process and pricing for replacement of the Village Hall roof. To address these concerns, staff moved ahead with a traditional procurement process, commencing with a Request for Proposal (RFP) for professional design and project management services. The next phase of the project will include an RFP process for the roof construction.

Discussion

In May, staff developed bid specifications for professional design and project management services for the Village Hall roof replacement project. The scope of work includes three phases:

1. Professional Design Services and Bid Specification Preparation/Review,
2. Alternate Proposal for Garden or Green Roof System, and
3. Project Management Services.

On May 31, 2017, notices for a Request for Proposal (RFP No. 17-M-0014) were sent out to six vendors specializing in commercial roof design and project management services. The RFP document was also made available for download on the Village website. On June 7, 2017, a non-mandatory, pre-proposal meeting and formal walk-through was conducted at Village Hall by staff with five vendors. The proposals were due on June 28, 2017 and a total of five proposals were received. The results are denoted in the table below.

Proposal Results RFP 17-M-0014				
Vendor	Professional Design Services (Phase I)	Green Roof System Design Services (Phase II)	Project Management Services (Phase III)	Final Cost (Phases I, II & III)
Hutchinson Design Group, Ltd., Barrington, IL	\$14,400.00	\$3,950.00	\$14,350.00	\$32,700.00
TFS Alliance Group, Ltd., Chicago, IL	\$8,000.00	\$4,000.00	\$24,000.00	\$36,000.00
Walker Restoration Consultants, Chicago, IL	\$14,500.00	\$8,500.00	\$13,350.00	\$36,350.00
StudioGC, Inc., Chicago, IL	\$35,738.28	\$11,850.10	\$9,579.68	\$57,168.06
RDM Consultants, Inc., Chicago, IL ¹	6% of Construction Costs	7% of Construction Costs	3% of Construction Costs	16% of Construction Costs
¹ Disqualified, did not provide staffing hours, hourly rates and multipliers				

Hutchinson Design Group, Ltd. (HDG), Barrington, IL provided the lowest responsive proposal based on inclusion of all Phases (I, II and III). HDG has performed similar work for the Village in the recent past (2010 - Water Plant Roof Improvements and 2015 - Police Department Roof Replacement) and demonstrated to be a competent and capable vendor. Each of these projects were sizable in terms of scale and respective budgets, and were completed on schedule and under budget. HDG has also amassed an extensive portfolio, providing quality roofing services for several other municipalities and school districts. Overall, the bid response for this project was well received from reputable firms. Pursuing additional proposals would not

liking produce more favorable pricing. Therefore, staff recommends award of a contract to the lowest responsive bidder.

Schedule

If approved, the following work schedule is anticipated in order to ensure construction is completed before the start of the winter season:

- RFP Preparations, Design and Drawings – Final Draft due by Wednesday, 8/9/17
- RFP Village Hall Roof Construction – Notice issued on Thursday, 8/10/17
- Pre-Proposal Meeting at Village Hall – Thursday, 8/17/17
- RFP Opening – Thursday, 8/31/17
- Agenda Item (Roof Construction) – Recommendation for Award – Village Board Meeting on 9/12/17
- Village Hall Roof Construction – Start Date: 9/25/17, End Date: 11/30/17

Budget Impact

The 2017 Budget provides \$630,000 (financed from bond proceeds) to replace the roof at Village Hall. The final cost for professional design and project management services is \$32,700, resulting in a remaining balance (or savings) of \$597,300 which will be available for roof construction services. The table denoted below illustrates funding for 2017.

2017 Budget 11952070-460600-60112	\$630,000
Professional Design and Project Management	\$32,700
Balance – for Roof Construction Services	\$597,300

Documents Attached

1. CIP page for Roof Replacement at Village Hall.
2. Proposal from Hutchinson Design Group, Ltd., Barrington, IL
3. Proposal from TFS Alliance Group, Ltd., Chicago, IL
4. Proposal from Walker Restoration Consultants, Chicago, IL
5. Proposal from StudioGC, Inc., Chicago, IL
6. Proposal from RDM Consultants, Inc., Chicago, IL

Engineering and Public Works – Buildings & Grounds

Roofing (excludes C.P. Dubbs Water Plant and Water Pumping Facilities)

Public Facilities–Village-Wide

	2017	\$650,900	Bond
	2018	\$200,250	Operating
	2019	\$427,900	Operating
	2020	\$20,000	Operating
	2021	\$20,000	Operating
X	Critical		
-	Recommended		
-	Contingent on Funding		

Original Purchase Date & Cost

N/A

Funding History

N/A

Project Description & Justification

Weathering of roofs requires annual maintenance and repair in order to ensure their integrity. In addition to the routine annual maintenance, a roofing consultant is retained to assess the condition of the roofs at various Village facilities.

FY 2017 - \$650,900: \$20,000 for roof maintenance and repairs on Village buildings, except the Water Plant facility. An additional \$630,900 is requested to replace the Village Hall (20-years old) roof which has reached its expected life cycle and is showing signs of wear. If a green roof is desired the cost should be doubled.

FY 2018 - \$200,250: \$20,000 for roof maintenance and repairs on Village buildings, except the Water Plant facility. The additional \$180,250 is for reroofing the roofs at the Historical Museum.

FY 2019 - \$427,900: \$20,000 for roof maintenance and repairs on Village buildings, except the Water Plant facility. An additional \$407,900 is for reroofing the Public Works truss garage and flat portions over the department storage areas.

FY 2020 - \$20,000 for roof maintenance and repairs on Village buildings, except the Water Plant facility.

FY 2021 - \$20,000 for roof maintenance and repairs on Village buildings, except the Water Plant facility.

Project Update

Budget amounts were updated from a roof survey conducted in 2013. Budget prices reflect a 3% increase for labor and material costs.

Project Alternative

If roof replacements are not completed, the roofs will continue to deteriorate resulting in leaks which could cause mold and structural damage. Staff will consider “green” roofs where applicable, however, it is anticipated that the green roof cost would be 100% greater than a conventional style roof. Temporary repairs are not recommended on the barrel truss roof at the Village Yard and Village Hall roofs because of their respective ages. Temporary repairs are possible for the Historical Museum roof when active leaks develop.

Operating Budget Impact

Is this purchase _____ *routine* or X *non-routine*?

NON-ROUTINE	
Maintenance Costs	All maintenance expenditures are included in various accounts in 11342035, approximately \$20,000 annually
Personnel Costs	None
Training Costs	None

Proposal *for*
Professional Design and Project Management Services:
Village Hall Roof Replacement
For the
Village of Wilmette



Prepared for Village of Wilmette
Mr. Stephen Lazarus
Procurement Specialist
1200 Wilmette Avenue
Wilmette, IL 60091

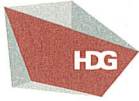
June 28, 2017



Hutchinson Design Group, Ltd.

232 East Main Street
Barrington, Illinois 60010

847.756.4450 v
847.756.4451 f



June 28, 2017

Village of Wilmette

REQUEST FOR PROPOSAL No. 17-M-0014

Professional Design and Project Management Services: Village Hall Roof
Replacement

Based on the requirements of RFP No. 17-M-0014, and questions answered
by the Village, our Professional Fees and staff hour breakouts are as follows:

Phase I – Professional Design Services and Bid Specification

Preparation/Review..... \$14,400.00

Staff Hour Breakdown

Principal	29
Project Manager	10
CAD Technician.....	53
Office Manager/Administration	22

Phase II – Alternate Proposal For Garden or Green Roof System .. \$3,950.00

Staff Hour Breakdown

Principal	5
Structural Engineer.....	8
Project Manager	1
CAD Technician.....	8
Office Manager/Administration	6

Phase III – Project Management Services \$14,350.00

Staff Hour Breakdown

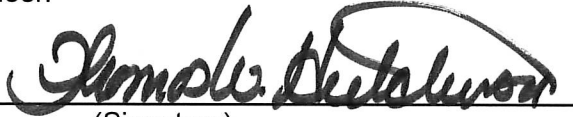
Principal	5
Project Manager	13
Roof Observer	90
CAD Technician.....	5
Office Manager/Administration	23

ENGINEER ACKNOWLEDGMENT AND SIGNATURE***BY SUBMITTING THIS PROPOSAL, ENGINEER AFFIRMS THAT IT:***

1. has carefully examined **RFP 17-M-0014 for professional engineering design and project management services for the VILLAGE HALL ROOF REPLACEMENT PROJECT** and all other documents referred to or mentioned therein, including Addenda Nos. 0 (if none, write "NONE") and accepts the terms and conditions therein; and, has considered and evaluated the factors which may affect cost, progress, performance and completion of the Project or any aspect of the means, methods, techniques, sequences and procedures to be employed and safety precautions incident thereto;
2. is familiar with the federal, state and local laws, standards and regulations that may affect cost, progress, performance and completion of the Project;
4. has studied all reports and drawings, if any, of the physical conditions in or relating to the Village locations; acknowledges that such reports and drawings, if any, are not Contract Documents and may not be complete for purposes of submitting this Proposal; and, acknowledges that the Village does not assume responsibility for the accuracy or completeness of the information and data; or, for Engineer's interpretation thereof and reliance thereon; and,
5. is aware of the general nature of work, if any, to be performed by the Village, or others that may relate to Work for which this Proposal is submitted.

Signed and sworn this 28th day of June, 2017, by a duly authorized agent of the Engineer.

By: _____



(Signature)

Thomas W. Hutchinson

(Print Name)

Principal

(Title or Position)

Business address: 232 East Main Street

Barrington, IL 60010

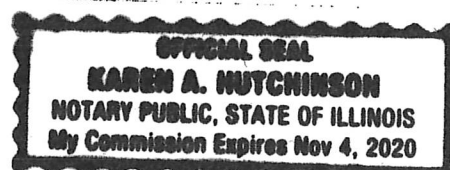
Business Phone #: (847) 756-4450

Cell Phone #: (312) 343-9595

E-Mail Address: hutch@hutchinsondesigngroup.com

Subscribed and sworn to before me
this 28th day of June, 2017

Notary Public: _____



Wednesday, June 28, 2017

Mr. Stephen Lazarus
Procurement Specialist
Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091

**PROFESSIONAL DESIGN AND PROJECT MANAGEMENT SERVICES
VILLAGE HALL ROOF REPLACEMENT PROJECT
RFP No. 17-M-0014**

Mr. Lazarus,

At your request, TFS Alliance Group, ("TFS") is pleased to provide the Village of Wilmette ("VILLAGE") with this letter of understanding and proposal to serve as your Professional Designer and Project Manager through a process of developing, and implementation of a roof replacement project to be further defined over the next several months. TFS will serve as a technical interface and owner's advocate through all phases of the process. We will work collaboratively with Village administration to develop and implement a strategy that reduces energy and operation costs, addresses deferred maintenance needs, and proactively considers future facility needs.

Background:

The Village of Wilmette has decided to solicit proposals for professional design & project management services as it relates to the roof system above the Village Hall building.

Objective:

In light of the above, the Village is seeking to engage in a process to plan, develop and implement solutions that will meet the long-term needs of the Village.

Proposed Methodology and Process Outline:

Through many years of planning and construction-related consulting experience, TFS team members have become very proficient in the facilitation and coordination of a school's planning process and project implementation efforts. We feel very strongly that our

Proposed Method of Compensation:

Option 1

The actual amount billed for TFS's services on a monthly basis will be based on our estimate of the proportion of total services actually completed during the billing period on a percentage of completion. Reimbursable expenses will be billed on a direct basis and will be limited to include such items as travel, reproduction of reports, drawings, specifications, bidding documents and similar project-related items. Please refer to the following pricing detail for NTE amounts / Phase of work and associated billing rates.

#	Process Step	Services	Est. Hours	Cost / Hr.	Total NTE Cost
1	Phase I - Professional Design Services and Bid Specification Preparation / Review (as indicated in proposal)	Design Services	40	\$200	\$8000
		Engineering Review			
		Final construction set drawings and related bid documents			
		Bid solicitation, review, negotiation and due diligence			
2	Phase II - Alternate Proposal for Garden or Green Roof System (as indicated in proposal)	Structural Analysis (1)	16	\$250	\$4000
		Review of existing building drawings			
		Obtain budget costs for potential green roof system			
3	Phase III - Project Management Services (as indicated in proposal)	Project Management Services (2)	160	\$150	\$24000
		On site project management / supervision of installation, meetings with contractors			
		Progress meetings with Village			
		Pay requests, project close-out, As-builts,...			

Note(s):

- 1) Estimate is assuming that adequate information will be provided such that only review and calculations will need to occur. If additional assessment is required, this number will revert to a T&M basis.
- 2) Estimate is assuming a six (6) week installation. Should the construction schedule be extended for any reasons outside of TFS's control (i.e. bad weather, lack of accessibility, acts of mother nature,...) the actual number may exceed the original NTE amount.

Option 2

Upon development of the final project scopes and schedule, TFS will provide construction phase representation services with compensation to be structured as a lump sum fixed fee, anticipated to be between 3.5% and 5.5% of total project costs. This lump sum fixed fee will be finalized and agreed to immediately following determination of the project scope and timeline and will be inclusive of all project-related services and personnel both in house and on-site.

ENGINEER ACKNOWLEDGMENT AND SIGNATURE***BY SUBMITTING THIS PROPOSAL, ENGINEER AFFIRMS THAT IT:***

1. has carefully examined RFP 17-M-0014 for professional engineering design and project management services for the VILLAGE HALL ROOF REPLACEMENT PROJECT and all other documents referred to or mentioned therein, including Addenda Nos. NONE (if none, write "NONE") and accepts the terms and conditions therein; and, has considered and evaluated the factors which may affect cost, progress, performance and completion of the Project or any aspect of the means, methods, techniques, sequences and procedures to be employed and safety precautions incident thereto;
2. is familiar with the federal, state and local laws, standards and regulations that may affect cost, progress, performance and completion of the Project;
4. has studied all reports and drawings, if any, of the physical conditions in or relating to the Village locations; acknowledges that such reports and drawings, if any, are not Contract Documents and may not be complete for purposes of submitting this Proposal; and, acknowledges that the Village does not assume responsibility for the accuracy or completeness of the information and data; or, for Engineer's interpretation thereof and reliance thereon; and,
5. is aware of the general nature of work, if any, to be performed by the Village, or others that may relate to Work for which this Proposal is submitted.

Signed and sworn this 28th day of JUNE, 2017, by a duly authorized agent of the Engineer.

By: [Signature]
(Signature)

TERRENCE F STOKLOSA
(Print Name)

PRESIDENT
(Title or Position)

Business address: 6055 N FOREST GLEN
CHICAGO, IL 60646

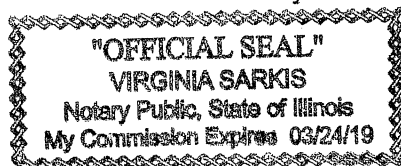
Business Phone #: 773.930.3385

Cell Phone #: 312.399.1497

E-Mail Address: TSTOKLOSA@tfsa.com

Subscribed and sworn to before me
this 28th day of JUNE, 2017

Notary Public: [Signature]





WALKER
RESTORATION CONSULTANTS

Proposal for Village of Wilmette

RFP No.: 17-M-0014

Village Hall Roof Replacement Project

June 28, 2017



Proposed Fee

Based upon the scope of services outlined in this proposal, Walker proposes the following fee structure for the Village Hall roof replacement for the Village of Wilmette:

PROFESSIONAL SERVICES	FEE TYPE	PROFESSIONAL FEE	CONTRACTOR FEE	ESTIMATED REIMBURSABLE EXPENSES
Phase 1	Lump Sum	\$13,800.00	\$500.00	\$200.00
Phase 2	Lump Sum	\$8,400.00	N/A	\$100.00
		*Fee assumes that legible drawings are available to identify structural element sizing and locations		
Phase 3	Lump Sum	\$12,200.00	N/A	\$1,150.00
Total		\$34,400.00	\$500.00	\$1,450.00

ENGINEER ACKNOWLEDGMENT AND SIGNATURE**BY SUBMITTING THIS PROPOSAL, ENGINEER AFFIRMS THAT IT:**

1. has carefully examined **RFP 17-M-0014 for professional engineering design and project management services for the VILLAGE HALL ROOF REPLACEMENT PROJECT** and all other documents referred to or mentioned therein, including Addenda Nos. _____ (if none, write "NONE") and accepts the terms and conditions therein; and, has considered and evaluated the factors which may affect cost, progress, performance and completion of the Project or any aspect of the means, methods, techniques, sequences and procedures to be employed and safety precautions incident thereto;
2. is familiar with the federal, state and local laws, standards and regulations that may affect cost, progress, performance and completion of the Project;
4. has studied all reports and drawings, if any, of the physical conditions in or relating to the Village locations; acknowledges that such reports and drawings, if any, are not Contract Documents and may not be complete for purposes of submitting this Proposal; and, acknowledges that the Village does not assume responsibility for the accuracy or completeness of the information and data; or, for Engineer's interpretation thereof and reliance thereon; and,
5. is aware of the general nature of work, if any, to be performed by the Village, or others that may relate to Work for which this Proposal is submitted.

Signed and sworn this 27th day of June, 2017, by a duly authorized agent of the Engineer.

By: Kristen Navaid
(Signature)

Kristen Navaid
(Print Name)

Restoration Consultant
(Title or Position)

Business address: 850 W Jackson, Ste 310
Chicago, IL 60607

Business Phone #: 847.697-2640

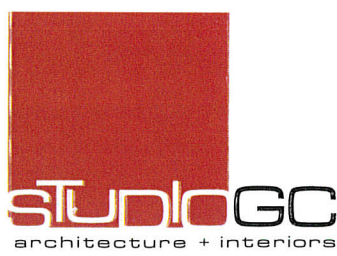
Cell Phone #: 847.624.4869

E-Mail Address: Kristen.navaid@walkerrestoration.com



Subscribed and sworn to before me
this 27th day of June, 2017

Notary Public: Dianne Schaver



submitted by:

StudioGC

223 W. Jackson Street
Suite 1200
Chicago, Illinois 60606
312-253-3400

Professional Design and Project
Management Services -
Village Hall Roof Replacement Project
RFP No. 17-M-0014

June 28, 2017

*Village of Wilmette
Wilmette, IL*

Vendors Name: StudioGC

PHASE I - PROFESSIONAL DESIGN SERVICES AND BID SPECS PREP/REVIEW

1 Labor

	Name	Title	Salary/Hourly Rate	Number of Hours
a	Patrick Callahan	Project Principal	70.00	24
b	Athi Toutexis	Senior Project Manager	70.00	52
c	Shane Gray	Project Manager	70.00	70
d	Rick Petricek	Senior QA/QC Manager	70.00	24
e	Jim Cross	Senior Specifications Architect	65.00	24
f				
g				
h				
i				
j				
		Total Hours		194

Subtotal

13,460.00

SubTotal 1a	1680
SubTotal 1b	3640
SubTotal 1c	4900
SubTotal 1d	1680
SubTotal 1e	1560
SubTotal 1f	0
SubTotal 1g	0
SubTotal 1h	0
SubTotal 1i	0
SubTotal 1j	0

2 OH&B

State Percentage Basis per Contract:
*Attach current IDOT letter

138.00%

18,574.80

SubTotal 1+2

32,034.80

3 Fixed Fee

State Percentage:

10.00%

3,203.48

4 Subcontractors Cost (without markup)

(Submit additional Attachment II's for each Subcontractor)

0.00

5 Direct Costs

State Direct/Reimbursable/Subcontractor Amount

500.00

a	Drawing, Printing, Reproduction	SubTotal 5a
b	Long Distance Phone, Shipping	SubTotal 5b
c	Travel	SubTotal 5c
d	Equipment, Tools, Vehicles	SubTotal 5d
e	Permits and Fees	SubTotal 5e
f	Premium on Overtime	SubTotal 5f
g	Miscellaneous	SubTotal 5g
h	Point Cloud 3D Scanning	SubTotal 5h

TOTAL

\$35,738.28

FEE/HOURLY RATES

Vendors Name: StudioGC

PHASE II - ALTERNATE PROPOSAL FOR GARDEN OR GREEN ROOF SYSTEM

Subtotal

4,450.00

1 Labor

	Name	Title	Salary/Hourly Rate	Number of Hours	
a	Patnck Callahan	Project Principal	70.00	4	SubTotal 1a
b	Athi Toutexis	Senior Project Manager	70.00	4	SubTotal 1b
c	Shane Gray	Project Manager	70.00	8	SubTotal 1c
d	Rick Petricek	Senior QA/QC Manager	70.00	4	SubTotal 1d
e	Jim Cross	Senior Specifications Architect	65.00	6	SubTotal 1e
f	Patnck Moorhouse	Structural Engineer	70.00	38	SubTotal 1f
g					SubTotal 1g
h					SubTotal 1h
i					SubTotal 1i
j					SubTotal 1j
				Total Hours	64

280
280
560
280
390
2660
0
0
0
0

2 OH&B

6,141.00

State Percentage Basis per Contract:

138.00%

*Attach current IDOT letter

SubTotal 1+2

10,591.00

3 Fixed Fee

State Percentage:

10.00%

1,059.10

4 Subcontractors Cost (without markup)

(Submit additional Attachment II's for each Subcontractor)

0.00

5 Direct Costs

State Direct/Reimbursable/Subcontractor Amount

200.00

a	Drawing, Printing, Reproduction	SubTotal 5a
b	Long Distance Phone, Shipping	SubTotal 5b
c	Travel	SubTotal 5c
d	Equipment, Tools, Vehicles	SubTotal 5d
e	Permits and Fees	SubTotal 5e
f	Premium on Overtime	SubTotal 5f
g	Miscellaneous	SubTotal 5g
h	Point Cloud 3D Scanning	SubTotal 5h

200.00

TOTAL

\$11,850.10

Vendors Name: **StudioGC**
PHASE III - PROJECT MANAGEMENT SERVICES

1 Labor

Subtotal
5,760.00

	Name	Title	Salary/Hourly Rate	Number of Hours	
a	Patrick Callahan	Project Principal	70.00	0	SubTotal 1a
b	Athi Ioutexis	Senior Project Manager	70.00	0	SubTotal 1b
c	Shane Gray	Project Manager	70.00	0	SubTotal 1c
d	Rick Petricek	Senior QA/QC Manager	70.00	0	SubTotal 1d
e	Jim Cross	Senior Specifications Architect	65.00	0	SubTotal 1e
f	Grant Sabo	Construction Manager	60.00	96	SubTotal 1f
g					SubTotal 1g
h					SubTotal 1h
i					SubTotal 1i
j					SubTotal 1j
		Total Hours		96	

0
0
0
0
0
0
5760
0
0
0
0

2 OH&B

State Percentage Basis per Contract:
 *Attach current IDOT letter

138.00%

7,948.80

SubTotal 1+2

13,708.80

3 Fixed Fee

State Percentage:

10.00%

1,370.88

4 Subcontractors Cost (without markup)

(Submit additional Attachment II's for each Subcontractor)

0.00

5 Direct Costs

State Direct/Reimbursable/Subcontractor Amount

-5,500.00

a	Drawing, Printing, Reproduction	SubTotal 5a
b	Long Distance Phone, Shipping	SubTotal 5b
c	Travel	SubTotal 5c
d	Equipment, Tools, Vehicles	SubTotal 5d
e	Permits and Fees	SubTotal 5e
f	Premium on Overtime	SubTotal 5f
g	Miscellaneous - Straight Time Discount for 2 days/week for 6 weeks	SubTotal 5g
h	Point Cloud 3D Scanning	SubTotal 5h

-5,500.00

TOTAL \$9,579.68



PROPOSAL
for
Professional Design and Project Management Services
Village Hall Roof Replacement Project
RFP No. 17-M-0014

Date: 6/27/17
Prepared For: Village of Wilmette
Location: Village Hall
1200 Wilmette Ave.
Wilmette, IL 60091
Scope Provide plans, specifications and construction management of roof replacement.
Roof Systems: BUR
Purpose: To provide detailed specifications for bidding and performing construction management through the duration of the project.

DESIGN, SPECIFICATIONS and CONSTRUCTION MANAGEMENT

Design and Specifications Development:

- A. Establish a design of roofing systems and any alternates to be completed, including evaluation and consideration of the following, as appropriate: (1) design for a perimeter edge system, (2) necessary wind uplift requirements, (3) adequate requirements for perimeter wood blocking and fastening, (4) adequate drainage requirements for the roof including gutter size, downspout drops, internal drains, scuppers and overflow requirements, (5) paint requirements for ferrous metals, (6) locations for walk pads and pipe supports, (7) requirements for skylight repairs and/or replacements, (8) requirements for abandoned equipment removal, (9) roof hatch including appropriate safety railings, (10) roof garden assembly.
- B. Structural Analysis:
1. Review the original structural drawings of the building. Without drawings, additional time and fees will be necessary to do extensive field work and coordinate inspection openings and testing with a contractor. Therefore, this proposal assumes that the drawings will be obtained by the building prior to beginning our analysis. Additionally, we have assumed that the building is a conventionally reinforced concrete structure. If the drawings indicate post-tensioned concrete construction or similar, additional fees will be required to perform the analysis.
 2. Perform a site visit to confirm the building framing generally conforms to the original drawings.

- E. Compile and deliver, upon completion of the Project, all important data and documents related to the Project (the "Closeout Package"), including, but not limited to, the following: fully executed Contract Documents, Site Observation Reports, final inspection report, warranties, maintenance manuals, shop drawing submittals, testing results, and other documents related to the Project.

Fees:

- Cost to perform Design and Specifications Development, Bidding and Pre-Bid Conference, Project Contract and Pre-Job Conference, Final Inspection and Closeout services and additional items as described in RFP No. 17-M-0014 under Phase I – Professional Design Services and Bid Specification Preparation/Review:**6% of construction costs**
- Cost to perform Structural Analysis of existing roof structure, Design and Specifications Development, Bidding and Pre-Bid Conference, Project Contract and Pre-Job Conference, Final Inspection and Closeout services and additional items as described in RFP No. 17-M-0014 under Phase II – Alternate Proposal For Garden Or Green Roof System:**7% of construction costs**
- Cost to perform Construction Administration and Quality Control services and additional items as described in RFP No. 17-M-0014 under Phase III – Alternate Proposal For Garden Or Green Roof System with 2 scheduled inspections per week and full time on call availability:
3% of construction costs:

ENGINEER ACKNOWLEDGMENT AND SIGNATURE**BY SUBMITTING THIS PROPOSAL, ENGINEER AFFIRMS THAT IT:**

1. has carefully examined RFP 17-M-0014 for professional engineering design and project management services for the VILLAGE HALL ROOF REPLACEMENT PROJECT and all other documents referred to or mentioned therein, including Addenda Nos. None (if none, write "NONE") and accepts the terms and conditions therein; and, has considered and evaluated the factors which may affect cost, progress, performance and completion of the Project or any aspect of the means, methods, techniques, sequences and procedures to be employed and safety precautions incident thereto;
2. is familiar with the federal, state and local laws, standards and regulations that may affect cost, progress, performance and completion of the Project;
4. has studied all reports and drawings, if any, of the physical conditions in or relating to the Village locations; acknowledges that such reports and drawings, if any, are not Contract Documents and may not be complete for purposes of submitting this Proposal; and, acknowledges that the Village does not assume responsibility for the accuracy or completeness of the information and data; or, for Engineer's interpretation thereof and reliance thereon; and,
5. is aware of the general nature of work, if any, to be performed by the Village, or others that may relate to Work for which this Proposal is submitted.

Signed and sworn this 27 day of June, 2017, by a duly authorized agent of the Engineer.

By: Dewey Perry
(Signature)

Dewey Perry
(Print Name)

Pres.
(Title or Position)

Business address: 233 S. Wacker Dr.,
8th Floor, Chicago IL 60606

Business Phone #: 877-708-5550

Cell Phone #: 847-867-7093

E-Mail Address: DPerry@RoofDesignandManagement.com

Subscribed and sworn to before me
this ____ day of _____, 2017

Notary Public:

REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.17



Engineering and Public Works Department

SUBJECT: Smoke Testing Contract

MEETING DATE: July 25, 2017

FROM: [Brigitte Berger-Raish](#), P.E., Director of Engineering and Public Works
[Russell Jensen](#), P.E., Village Engineer

BUDGET IMPACT:	Budget	\$130,000
	Net Cost	129,535
	Over/(Under) Budget	(\$465)

Recommended Motion

Move to approve a contract with RJN, Wheaton, Illinois, in the amount not-to-exceed \$129,535 for Smoke Testing Services.

Background

In response to widespread sanitary-related flooding in the separate sewer system west of Ridge Road, the Village implemented a multi-tiered approach to address sanitary sewer backups.

In 2012, the Village's sanitary sewer consultant, RJN, performed a comprehensive hydraulic model of the separate sanitary sewer system located west of Ridge Road. This system consists of 250,375 feet of sanitary sewer pipe and two outlets to the Metropolitan Water Reclamation District of Greater Chicago (MWRD) interceptors. The western portion of the system, known as the Harms Basin, consists of 91,777 feet (37%) of the system and the eastern portion, known as the Princeton Basin, consists of 158,598 feet (63%) of the system (see Attachment 1 for a map of the two basins). The goal of the hydraulic study was to identify bottlenecks in the system that could cause sewer surcharging and ultimately sewer backups. From the study, the following recommended improvements were executed:

- Annual Sanitary Sewer Lining Program
- Hunter Road Back-Pitched Sewer Replacement
- Wilmette Avenue and Hibbard Road Relief Sewer Improvements
- System-wide Manhole Rehabilitation
- West Park Sanitary Storage Reservoir

With these structural system improvements complete, the Village has switched its focus to identifying and removing inflow and infiltration (I/I) of groundwater and rainwater from the

sanitary system. Reducing non-sanitary flows in the sanitary system will improve the effectiveness of the above-described structural improvements and further reduce the severity and frequency of sewer backups. In addition, from a regulatory perspective, the Metropolitan Water Reclamation District of Greater Chicago (MWRD) has recently adopted changes to the Watershed Management Ordinance, also adopted by Wilmette, that requires local agencies tributary to MWRD to adopt an I/I program over the next five years. This includes developing a program to address I/I on private property.

Sanitary Sewer Evaluation Studies (SSES)

Based on the flow monitoring of the sanitary sewer system, it is evident that both sewer basins experience excessive (I/I) of stormwater into the sanitary system. Excessive I/I is a primary cause of sanitary sewer surcharging and basement sewer backups. Sanitary sewer evaluation studies (SSES) identify public and private sources of inflow and infiltration (I/I) of groundwater in the sanitary sewer system.

Smoke testing and dyed water flooding are common testing methods of identifying I/I. Smoke testing is a simple means of locating openings in the sewer system that allow surface rainwater runoff to enter the sanitary sewers. Air combined with non-toxic smoke is forced into the sewer lines to disclose the location of connections and leaks. Smoke may appear where there are defects in the main sewer line or laterals (connection between the main line and a building) or where there are other connections to the sewer system such as roof drains, patio drains, and footing drains.

Dyed water flooding is typically performed as a follow up to smoke testing. In this method of testing, the storm sewer system is plugged and flooded with dyed water. During the test, a Closed Circuit TV camera is placed in the adjacent sanitary sewer to video the locations where the dyed water enters the sanitary sewer.

The Village recently performed smoke testing and dyed water flooding of the sanitary sewer system in the Kenilworth Gardens neighborhood. A summary of this work is provided below:

Program	Year	Description	Number of Total Defects	Number of Corrected Defects	Status
Smoke Testing	2014	Identify low-cost Phase I (\$100 or less) sources of I/I including connected downspouts and leaking cleanout caps	78	60 (77%)	Village sent second follow up notices in late May. Corrective action date: Aug. 31
Dyed Water Flooding	2015 and 2016	Confirm and quantify Phase II (more costly) sewer lateral defects	115	N/A	Village sent initial notices to homeowners in late May. No action is required at this time.

As of this date, 77% of homeowners in the smoke-tested area corrected their identified defects following the initial notification. A second notification letter was sent to the remaining homes in

late May. Staff will follow up with these homeowners in September if corrective actions have not yet been taken.

Discussion

The 2017 budget includes \$130,000 to continue the SSES program. Staff recommends extending the Village's 2016 contract with RJN to continue this work in 2017. The Request for Proposal (RFP) that was developed in 2016 yielded proposals from two engineering firms, with RJN providing the more competitive cost proposal. Their proposal included a recommended scope of work and pricing for 2016 and 2017.

Attachment 2 and the table below summarize the proposed scope of work for the 2017 smoke testing program:

Scope of Work	Quantity	Unit Price	Extended Price
Smoke Testing	135,200 ¹ LF	\$0.67/LF	\$90,584
Analysis, Reporting and Project Management	Allowance	20% of smoke testing cost above	\$18,117
Private Sector Assistance	Invoiced on time and material basis	Estimated at 23% of smoke testing cost	\$20,834
TOTAL			\$129,535

¹ Proposed smoke testing location is the area upstream of Kenilworth Gardens per the map (Attachment 3).

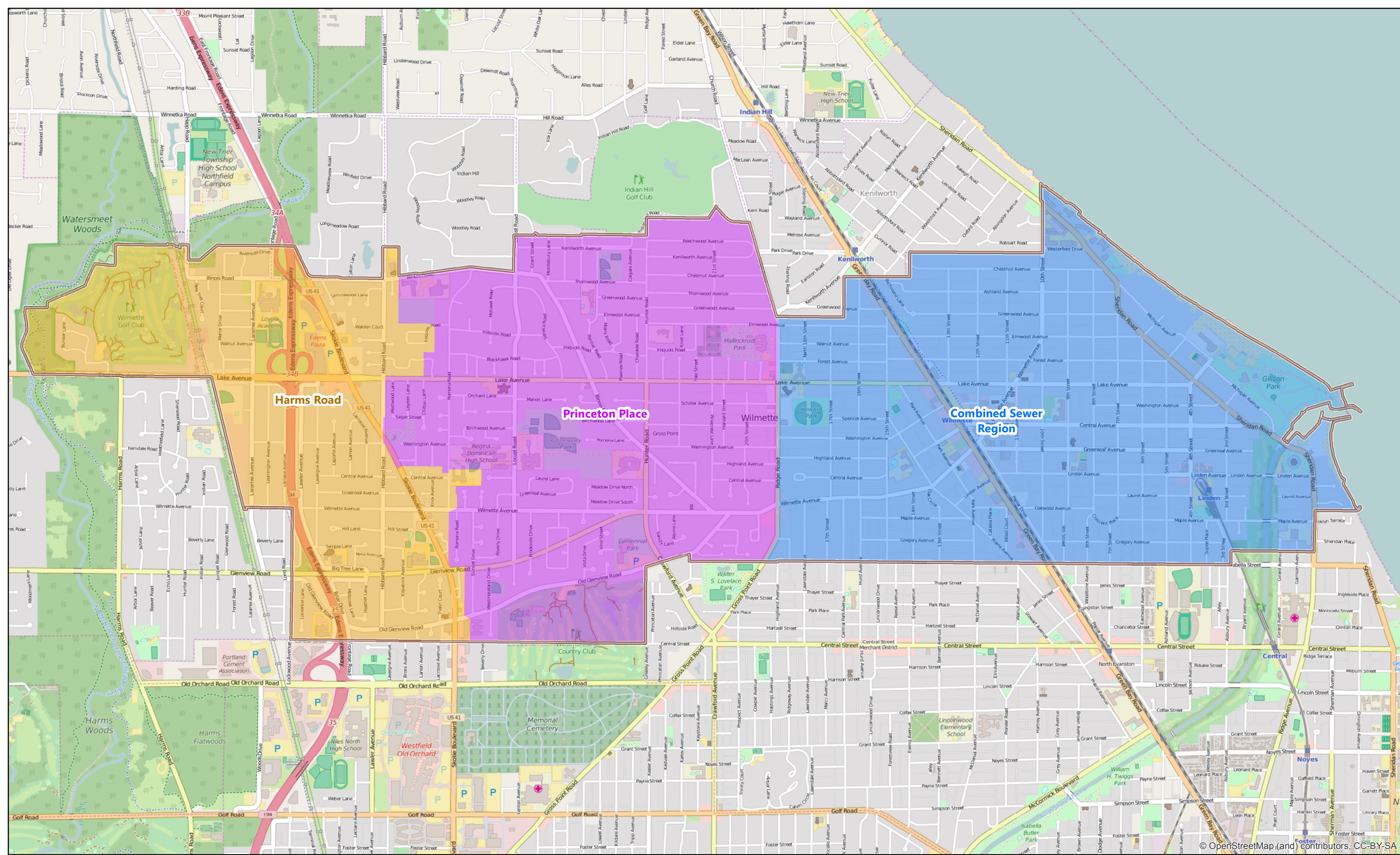
This contract was reviewed and recommended for approval by the Municipal Services Committee at their June 30, 2017 meeting. Smoke testing is best done during dry periods, so weather permitting, the work will take place July through September.

Budget Impact

This contract for \$129,535 will be paid for out of account 40957090-470500, *Inflow and Infiltration Smoke Testing*, which has a budget of \$130,000.

Documents Attached

1. Sanitary Sewer Basin Map
2. RJN Fee Structure for 2016 and 2017 Smoke Testing and Dyed Water Flooding
3. Map of Proposed Smoke Testing Area



© OpenStreetMap (and) contributors. CC-BY-SA



FEE STRUCTURE

Our unit price rates for this project are as follows:

- **Smoke Testing:** \$0.67 per linear foot tested based on a minimum of 30,000 linear feet tested
- **Dye Flooding:** \$1,000 per dye flood setup plus an additional \$1,100 per setup if sewer televising is provided based on a minimum of 10 setups
- **Analysis, Reporting, and Project Management:** Lump sum set at 20% of the field work costs (not including subcontracted work)
- **Private Sector Assistance – New Locations:**
This scope is not known until the smoke testing is completed, so it will be invoiced on a time and materials basis with an allowance in the contract at 23% of the smoke testing cost.
- **Private Sector Assistance – Existing Locations:** If the Village would like us to follow up on the remaining private sector sources that were identified in the previous smoke testing, we request an allowance of \$15,000. This includes up to two follow-up letters, answering questions, inspections, and completion of the MWRD paperwork needed for the annual Village submittal.

It is anticipated that this will be a two-year project, so these rates are applicable through December 31, 2017.

Based on the \$130,000 budget, it is our recommendation that the dye flooding be completed in Year 1 and the smoke testing in Year 2. The dye flooding is in an area where backups have occurred and good results were achieved in the area previously completed.

If the Village follows our recommendation, we calculate that up to 38 dye flood setups would be required. Based on the prices shown earlier, the Year 1 cost would be as follows if the Village provided television assistance:

- **Dye Flooding:** 38 Setups * \$1,000 per Setup = \$38,000
- **Analysis, Reporting, and Project Management:** \$38,000 * 20% = \$7,600
- **Private Sector Assistance – Existing Locations:** \$15,000 allowance

Total Year 1 without TV: \$60,600

Based on our prices above, the Year 1 cost would be as follows if RJN subcontracted the television assistance:

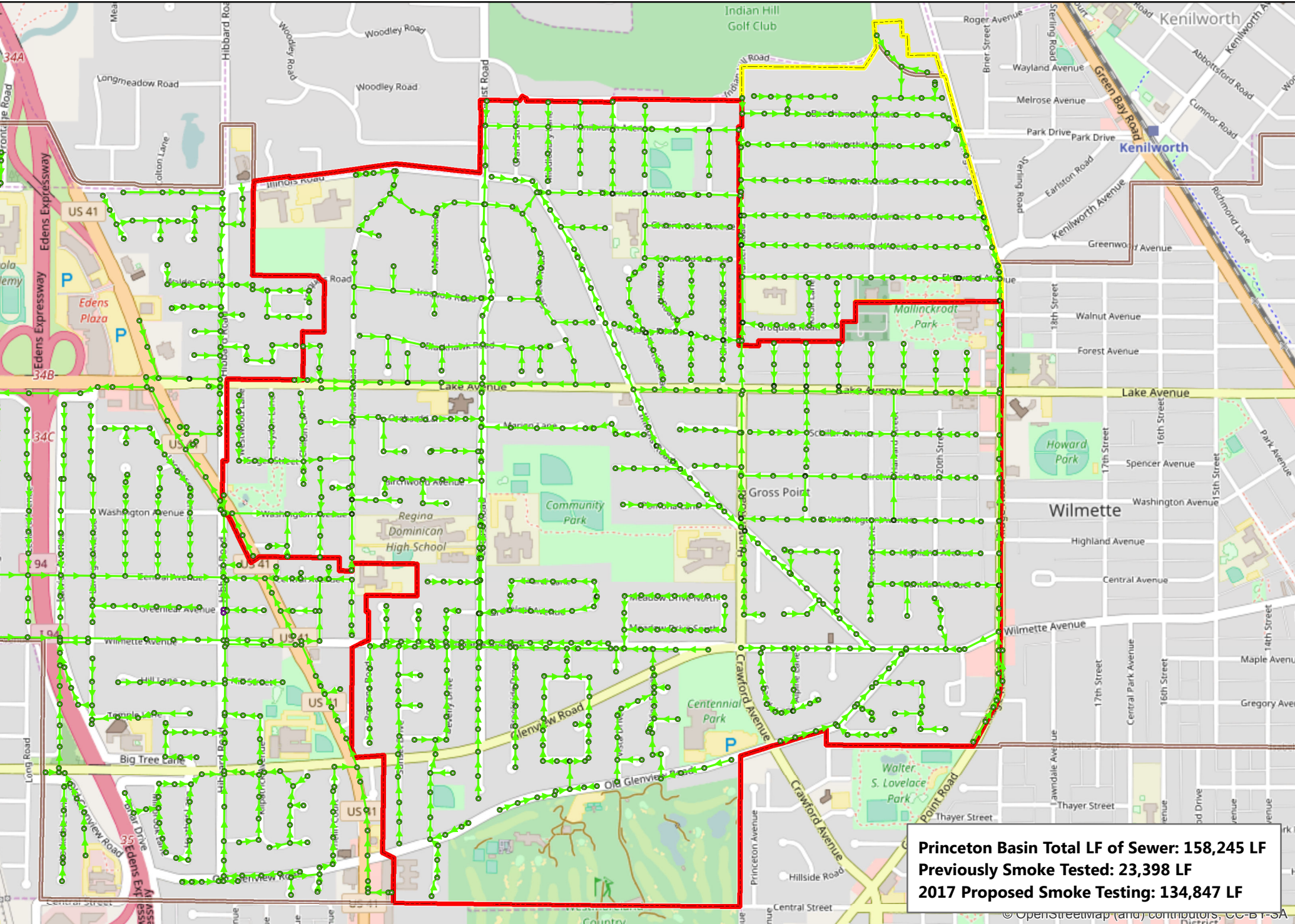
- **Dye Flooding:** 38 Setups * \$2,100 per Setup = \$79,800
- **Analysis, Reporting, and Project Management:** \$38,000 * 20% = \$7,600
- **Private Sector Assistance – Existing Locations:** \$15,000 allowance

Total Year 1 with TV: \$102,400

We calculate that 135,200 linear feet would be smoke tested in Year 2 (158,598 LF in Princeton Basin minus 23,398 LF already tested). Based on our prices above, the Year 2 cost would be as follows:

- **Smoke Testing:** 135,200 LF * \$0.67/LF = \$90,584
- **Analysis, Reporting, and Project Management:** \$90,584 * 20% = \$18,117
- **Private Sector Assistance:** Allowance of \$20,834 (\$90,584 * 23%) invoiced on a T&M basis

Total Year 2 Cost: \$129,535



Princeton Basin Total LF of Sewer: 158,245 LF
Previously Smoke Tested: 23,398 LF
2017 Proposed Smoke Testing: 134,847 LF

REQUEST FOR BOARD ACTION

AGENDA ITEMS: 3.18



Engineering & Public Works Department

SUBJECT: Supplemental Analysis of the Separate Storm Sewer System Study

MEETING DATE: July 25, 2017

FROM: [Brigitte Berger-Raish](#), P.E. Director of Engineering and Public Works
[Russ Jensen](#), P.E., Village Engineer

BUDGET IMPACT: Total Contract Amount..... \$49,385
Over/(Under) Budget..... (\$49,385)

Recommended Motion

Move to approve a contract with Stantec, Chicago, IL, in the amount not-to-exceed \$49,385 for Supplemental Analysis of the Separate Storm Sewer System Study.

Background

The Village completed a study of the separate storm sewer system, west of Ridge Road, in 2016. The consulting firm of Christopher B. Burke Engineering Ltd. (CBBBEL) was engaged to perform the study in 2014 after several large rain events resulted in widespread overland flooding. The study began with public engagement to learn about residents' flooding experience and was followed by a comprehensive hydraulic and hydrologic modeling of the storm sewer system. The analysis by CBBEL indicated the bottleneck in the system is the network of storm sewer pipes, because they are not large enough to efficiently convey stormwater to the pump station on Lake Avenue. As a result, there is system surcharging and overland flooding during even moderate rain events.

CBBEL presented a series of alternatives that would achieve the Village's goal of flood protection during a 10-year storm event. The results of the study and alternatives to address the problem were discussed at a series of Municipal Services and Village Board meetings in 2015 and 2016. Through these meetings, it was determined that building relief sewers to add capacity to the existing storm system would provide the greatest benefit. Known as Alternative 1, this project consists of building approximately 44,000 feet of new sewer pipe and would cost an estimated \$77 million (2016 dollars).

Given the significant financial investment and impact of this proposal, the Village Board approved a contract with Stantec in January of this year to perform an independent technical review of the CBBEL study. The study included the following tasks:

- Phase I – Technical Review

- Phase 2 – Alternatives Review
- Phase 3 – Project Cost Review
- Phase 4 – Draft Report and Presentation to Municipal Services Committee
- Phase 5 – Value-Engineering Analysis
- Phase 6 – Final Report

Stantec presented the results of the first four phases of the Value-Engineering study to the Village Board at a Committee of the Whole (COW) meeting held on June 26, 2017. At the meeting, Stantec confirmed the accuracy of the technical components of the CBBEL study and agreed that the most logical project to provide 10-year level of protection for all properties west of Ridge Road is Alternative 1. They also discussed the construction estimate for Alternative 1 in detail and indicated the cost of the project could range from \$80 million to \$95 million (2017 dollars). The Village Board directed Stantec to complete the final two phases of the study which include the value-engineering analysis and final report. The results of Phases 5 and 6 will be presented at the next Committee of the Whole meeting tentatively scheduled for September 25.

Discussion

After the June 26 COW meeting, Village staff solicited stormwater questions from the Village Board to ensure there was adequate opportunity to evaluate all suggestions and options to address stormwater in west Wilmette. The consolidated list of questions is provided in Attachment 1. In addition to responding to Trustee questions, Stantec will summarize the impacts, costs and benefits of four stormwater project alternatives. These items are not included in Stantec's scope of work for the Value-Engineering Study and therefore require a separate contract. Specifically, the following tasks are described in detail in Stantec's letter proposal (Attachment 2):

Task 1: Assist with Response to Trustee Questions

This task includes meeting with staff and developing responses to 24 trustee questions.

Task 2: Development of Updated Menu of Alternatives

This task includes preparing summary fact sheets on four potential Alternatives:

1. *Alternative 1 (\$80 million - \$95 million relief sewer project)*
2. *Alternative 3 (\$47 million neighborhood storage project)*
3. *Alternative 1 and 3 Hybrid (Alternative 3 modified to include additional improvements to increase level of service provided)*
4. *Alternative 4 (Reduced cost option - already under development by Stantec in a separate contract issued 6-1-2017 in the amount of \$19,955. Staff asked Stantec to look at a low cost option after the cost estimate for Alternative 1 increased to \$95 million.)*

Task 3: Analysis of Local Flood Mitigation Options

This task identifies local improvements that could be implemented to reduce the risk of structure flooding by buying out homes and constructing local detention areas. This hypothetical exercise will evaluate two areas--Kilpatrick between Gregory and Hartzell and Meadow Drive.

Task 4: Meeting with Village Board

Stantec will attend two Committee of the Whole meetings to continue discussions of stormwater.

Stantec was selected to execute the Value-Engineering study based on the quality of their proposal and interview, practical knowledge of Wilmette's sewer system and extensive knowledge and experience in wet weather management for many similar communities and the Metropolitan Water Reclamation District. Staff recommends continuing to work with Stantec for this supplemental work because they have performed well on the Value-Engineering study and are well-versed on the Village's storm sewer system and the alternatives under consideration.

Budget Impact

This contract is not budgeted but will be paid for out of sewer reserves.

Below is a summary of contracts awarded to Stantec to date:

Project Description	Contract Date	Contract Amount
Value-Engineering Study	January 24, 2017	\$114,933
Reduced Cost Alternative Review	June 1, 2017	\$ 19,955
Supplemental Analysis (This contract)	July 25, 2017	\$ 49,385

Documents Attached

1. Consolidated list of trustee questions
2. Stantec Letter Proposal dated July 20, 2017

Consolidated Trustee Questions re Stormwater

Stantec

1. Comparison of Alternative 1 and 3 including:
 - map or chart which shows water levels in 10 yr and 100 yr storms
 - comparison of duration of 100 yr storm water
 - cost breakdowns - per structure, per parcel (President Bielinski)
2. Potential enhancements (big relief sewer) to Alternative 3 to cover hot spots which would not be sufficiently impacted by current configuration of Alternative 3 (President Bielinski)
3. Neighborhood storage possibilities where storage could be added given topography and assuming Village could acquire a sufficient number of homes to create large enough area to be useful. (President Bielinski)
4. Alt 1 = \$80-90+ million
Alt 3 = \$45-50+ million
Is there something in between in cost, like an enhanced Alternative 3? (President Bielinski)
5. Is there any meaningful impact from implementing something less costly than Alternative 3? (President Bielinski)
6. Can we get the houses impacted by neighborhood for the 10-yr/100yr events? (Trustee Dodd)
7. Can we get the implementation costs by neighborhood. I know they shared this briefly but didn't feel overly comfortable with the numbers so this would be helpful. (Trustee Dodd)
8. Can we ask them to do a pareto analysis (80/20 rule), so what would we miss out if we did only an 80% solution and what would the cost be. As I stated in separate email, my experience sometimes shows the last 20% of the work is 80% of the cost and this is what I'm looking to understand. (Trustee Dodd)
9. I continue to be interested in a neighborhood solution for some of this project as a way of reducing the cost. So for example, could we close off 21st/Beechwood as a street and put some small retention tank there to hold water. Or on one of the worst streets in Wilmette like Kilpatrick could we purchase 8 homes with the worst flooding and put in retention tank for that neighborhood as more cost effective solution for just part of area. (Trustee Dodd)

10. Can we do something creative to increase capacity at the top of the bowl (so tear up the major roads as top of topography) and make these stormwater pipes even larger therefore reducing the need to tear up all the ancillary roads. (Trustee Dodd)
11. What are the biggest risk areas for this project? And what are the areas where the cost of the project is most unknown and could change? (Trustee Dodd)
12. If we could only spend \$60-70 million, what solution would they recommend? What would not get done? (Trustee Dodd)
13. If it's a phased project and the Phase 1 includes a main storm trunk and some far westside new storm sewer lines, would that start providing any relief to areas further east (like Wilshire, and Kenilworth Gardens)? (Trustee Kurzman)
14. Are there green projects already identified in the Burke/Stantec studies that could supplement and build on the Storm Sewer Improvement? (Trustee Kurzman)
15. When will Stantec/CBB share XPSWMM modeling data with residents? (Trustee Kurzman)
16. Would the Storm Sewer Upgrade result in improved IL water quality in any way? For example, would it reduce the storm runoff going into the *sanitary* sewers? Or would the sections of replaced or new storm sewer lines function better to improve water quality somehow? (Trustee Kurzman)
17. What other metrics can be used to calculate a per-structure cost other than storm water within one foot of a property's highest elevation? (Trustee Kurzman)
18. If we use the current metric for per-structure cost, which homes are identified as being saved in 10-year flood events that would currently flood? (Trustee Kurzman)
19. In the scenario of the project not proceeding, what is the estimated cost for the Village to purchase these homes that cannot be served to 10-year protection? What would it cost to tear down these homes? What is the recurring revenue lost to the Village in terms of taxes, typical permitting, etc. for the removal of these properties? (Trustee Kurzman)
20. I am wondering what would happen if we set a different standard as our goal for the work. In other words, during my conversation with the homeowner on Beechwood, it seemed that her issue really concerned the last few inches of water that made it into her basement and made the streets impassable. I wonder if we set the standard to be not to dry out the streets, but to just eliminate the last

few inches that force the water over her foundation and into her basement?
(Trustee Kurzman)

21. I know 5-6% of a project costs is generally allocated to engineering costs. However, the fees in this deal seem to be getting very high. Do we really need to pay such a great sum for engineering fees? This seems excessive.
(Trustee Leonard)

22. Is there an opportunity to buy the worse affected homes, demolish them, then sell to developers to build slab on grade structures? Does this help? (Trustee Leonard)

23. The 6-7" of rain that fell in about 12 hours in central Lake County – what type of storm would that be? 100-year? How would the Village's storm sewer system have performed if a similar event occurred after the preferred alternative project was completed? (Staff)

24. Can you add restrictors to local storm sewers in upstream areas to redistribute the storm flows? (Resident)

RJN

25. Could the West Park Project be having a positive impact on overland flooding? (Example, resident of Kilpatrick observed less standing water on his yard once the West Park project became operational.) (Resident / Staff)

Village Staff

26. What results does the Department expect to see from Stantec at the next meeting? (Trustee Kurzman)

27. What decisions will be made at the next meeting? (Trustee Kurzman)

28. What is the pathway and timeline to an up-or-down vote on the project? (Trustee Kurzman)

29. Why does the Village have more confidence in Stantec's cost estimate than the inflation-adjusted cost of the CBB estimation? (In the last meeting, why was Village staff discourse about potential bonding using figures circa \$90 million rather than \$77 or \$80 million? Is there a reason beyond being conservative and choosing the highest possible number? (Trustee Kurzman)

30. Has the Village considered alternatives to self-reporting in its models? For example, Winnetka appears to record debris piles in its streets. Additionally, will the Village consider keeping resident flooding information confidential? (Trustee Kurzman)
31. How many basement restoration-related permits are typically issued in a given period of time? (In both the separated and combined sewer systems). (Trustee Kurzman)
32. Do permits for basement restorations increase after a significant rain event (10-year flood event or greater)? If so, does the increase appear to match the self-reported flood totals? (In both the separated and combined sewer systems). (Trustee Kurzman)
33. Using one or more 10-year flood events as examples, how much would it cost to waive basement permitting fees for residents in 2-year flood neighborhoods experiencing back-up? (Trustee Kurzman)
34. Using one or more 10-year flood events as examples, how much would it cost to refund one month of sewer fees to residents in 2-year flood neighborhoods experiencing back-up? Two months? (Trustee Kurzman)
35. Are we aware of new/additional compliance from Kennilworth Gardens since the recent round of letters? Are residents fixing known illegal connections that cost more than \$100? How are we monitoring KG resident compliance? (Trustee Kurzman)
36. Will the Village support the MWRD's effort to gain authority to enforce repairs of private laterals? Would the Village consider its own ordinance to enforce repairs of private laterals? (Trustee Kurzman)
37. Via MWRD Phase II, has the Village applied for any green infrastructure projects for the separated sewer system? Has the Village applied for any projects to alleviate problems in the separated sewer system? (Trustee Kurzman)
38. What progress is being made on the current "Comprehensive Storm Water Management Program"? (Trustee Kurzman)

39. Is there a process for revising and benchmarking the Program? Is there a way to make it more accountable to the public, demonstrating progress, etc.? (Trustee Kurzman)



Stantec Consulting Services, Inc.

350 N. Orleans Street, Suite 1301
Chicago, IL 60654
312-831-3000

July 20, 2017

Ms. Brigitte Berger-Raish, P.E.
Director of Engineering and Public Works
Village of Wilmette
711 Laramie Avenue
Wilmette, Illinois 60091

Reference: Proposal for Supplemental Analysis
Separate Storm Sewer System Study

Dear Brigitte,

We are pleased to submit a letter proposal for Supplemental Analysis of items related to the Village's plan for stormwater management improvements. The efforts included in this scope of services are intended to help answer trustee questions stemming from the discussions to date and present clear information regarding the options available to the Village for reducing flooding risks in the western part of Wilmette. Results will be reviewed with Village staff on an ongoing basis during the project. We expect to present results from this scope to Village representatives in September 2017.

Tasks that will be performed to complete this analysis include the following:

TASK 1 – ASSIST WITH RESPONSE TO TRUSTEE QUESTIONS

Village staff have compiled a list of questions regarding aspects of the Village's stormwater management program from Village trustees. Stantec will meet with Village staff to review the questions and develop a strategy for the preparation of responses. Based on discussions with Village staff, Stantec will proceed with the preparation of responses to the approximately 24 questions posed to it. Stantec will submit a draft of the response to Village staff for review. Upon receipt of comments, Stantec will finalize the response document and forward it to the Village.

An initial review of the questions suggests that while some can be answered based on current available data and information, others will require new analysis. An allowance of up to 80 person-hours of effort is allocated for the development of the response document. Should Stantec determine that the effort to complete the response document will exceed the 80 person-hour allowance it will notify the Village to obtain formal authorization prior to proceeding.

TASK 2 – DEVELOPMENT OF UPDATED MENU OF ALTERNATIVES

Stantec will use results from previous analyses along with new work to prepare summary descriptions (fact sheets) for four potential options for reducing the risk of stormwater flooding on the west side of Wilmette. The options for which descriptions will be prepared include:

- Alternative 1 (as presented in the January 2015 Stormwater Management Report prepared by Christopher B. Burke Engineering, Ltd.)
- Alternative 3 (as presented in the January 2015 Stormwater Management Report prepared by Christopher B. Burke Engineering, Ltd.)

- Alternative 3/Alternative 1 Hybrid (Alternative 3 concept modified to include additional improvements needed to increase the level of service provided)
- Reduced Cost Option (as developed by Stantec under a separate scope of services already authorized)

The fact sheet for each option will include a brief narrative description of the design intent for the option, an 11"x17" map showing the configuration of the required improvements, an 11"x17" map showing approximate inundation boundaries for the 10-year and 100-year design storms, a summary of estimated project costs, and an indication of project benefits expressed in terms of metrics to be developed in consultation with Village staff. Stantec will prepare and submit to the Village a draft fact sheet for Alternative 1 based on the previously developed data for the project. Comments from the Village will be used to refine the Alternative 1 fact sheet and establish a template to be used for the other options.

Model representations used as the basis for preparation of the fact sheets for Alternatives 1 and 3 will be those developed in conjunction with the 2015 Stormwater Management Report. The model representation for the Reduced Cost Option has been previously developed by Stantec under a separate scope of services. New modeling will be performed to define and characterize the Alternative 3/Alternative 1 Hybrid. Conceptual estimates of project costs will be developed using representative unit costs for major project elements as developed during Stantec's 2017 review of Alternative 1.

Upon completion of this task, Stantec will submit to the Village electronic (pdf) copies of the fact sheets for each of the options described above.

TASK 3 – ANALYSIS OF LOCAL FLOOD MITIGATION OPTIONS

Stantec will perform analyses to define local improvements that could be implemented to reduce the risk of structure flooding at two specific locations: Kilpatrick Avenue between Gregory Avenue and Hartzell Street, and Meadow Drive (N,E,S,W) northwest of the intersection of Wilmette Avenue and Hunter Road. Improvements (including the buy-out of flood prone homes and construction of local detention capacity) will be developed to achieve a 10-year level of protection against structure flooding. A fact sheet similar to those developed for options under Task 2 of this scope of services will be prepared for the suggested local improvements. Costs for the purchase of private property will be developed based on current valuations from the Cook County Assessor's office and reviewed with Village staff. Costs for new improvements will be based on unit prices from the Alternative 1 review or new AACE Class 5 analysis of probable costs.

Drafts of the fact sheets for the identified improvements will be submitted to Village staff for review and comment. Upon receipt of comments from the Village, Stantec will submit final fact sheets for these two areas.

TASK 4 – MEETINGS WITH VILLAGE BOARD

Stantec will make a presentation summarizing the results from Tasks 1, 2, and 3 at a Village Board meeting expected to be scheduled for September 2017. Stantec will prepare and submit to Village staff for review a PowerPoint slide deck to be used in the presentation. Comments from staff will be considered in the preparation of the final slide deck to be distributed to the Trustees.

Stantec will attend a second meeting (anticipated to occur in October 2017) to answer questions from the Village Board during its discussion/consideration of an action plan for stormwater management on the west side of Wilmette.

PROJECT MANAGEMENT

Stantec's Project Manager will be responsible for the overall coordination of project staff, tracking of progress, and submittal of monthly progress reports/invoices to the client.

SCHEDULE:

Assuming a Notice-to-Proceed date of Monday, July 31, 2017, deliverables from the proposed analysis will be completed in time to be discussed with Village staff by September 18, 2017 and included in the agenda packet for a meeting of the Village Board to be held in late September 2017. The second meeting with the Village Board is anticipated to occur in October 2017.

ESTIMATED LEVEL OF EFFORT AND COST:

Table 1 provides a summary of the estimated level of effort required to complete the proposed scope of services. Monthly billings will be based on the actual hours charged by Stantec staff working on the project and 2017 Hourly Billing Rates as shown in Table 2. Billings for completion of the proposed scope of services will not exceed \$49,385 without prior written approval from the Village.

If the proposal as presented is acceptable, please sign where indicated below and return a scanned copy of the fully executed letter agreement to my attention. Should you have questions regarding our proposal, please contact me at 312.831.3117 or joe.johnson@stantec.com. We look forward to working with the Village on this important assignment.

STANTEC CONSULTING SERVICES, INC.

Joe Johnson, P.E., PMP
Vice President
Phone: 312.831.3117
joe.johnson@stantec.com

THE VILLAGE OF WILMETTE, ILLNOIS

Printed Name: _____
Title: _____
Date: _____

Table 1 – Estimated Level of Effort/Basis for Compensation

Project Phase	Labor Hours	Labor Billings	Direct Cost/ Subconsultant Billings	Total Billings
Task 1 – Response to Trustee Questions	80	\$12,240	\$100	\$12,340
Task 2 – Updated Menu of Alternatives	80	\$12,360	\$0	\$12,360
Task 3 – Analysis of Local Flood Mitigation Options	100	\$15,300	\$100	\$15,400
Task 4 – Meeting with Village Board	34	\$5,900	\$200	\$6,100
Project Management	20	\$3,185	\$0	\$3,185
Total – All Tasks	314	\$48,985	\$400	\$49,385

Table 2 – Hourly Labor Billing Rates: 2017

Employee Classification	Hourly Labor Billing Rate
Company Officer	\$250.00
Principal Engineer or Scientist	\$220.00
Principal Estimator	\$180.00
Lead/Supervising Engineer or Scientist	\$165.00
Senior Engineer or Scientist	\$135.00
Professional Engineer or Scientist	\$125.00
Administrative Support	\$100.00

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.19



Engineering and Public Works Department

SUBJECT: Building in Public Easements

MEETING DATE: July 25, 2017

FROM: [Brigitte Ann Berger-Raish](#), P.E., Director of Engineering and Public Works
[Russell Jensen](#), P.E., Village Engineer

BUDGET IMPACT: None

Recommended Motion

Introduction and subsequent adoption of Ordinance 2017-O-43 amending Chapter 15 of the Village Code concerning encroachments in Public Easements.

Background

From time to time, the Village receives requests to build permanent structures in existing Public Easements. The purpose of the proposed changes to the Village Code is to formally document what encroachments are permissible and not permissible in Public Easements. The Municipal Services Committee recommended this Ordinance at their June 30, 2017 meeting.

Discussion

Public Easements are necessary for the operation and maintenance of public and private utilities. Permitting permanent structures in an existing easement ultimately precludes the future use of the easement for its intended purpose. The proposed Code revisions allow minor encroachments such as landscaping, fences, play equipment and small accessory structures, without foundation, to be built in Public Easements. Permanent structures with foundations, such as garages and additions, are not permissible. The Village retains rights to access the easement and its use. If the easement needs to be used by the Village the property owner must remove any encroachments at their own expense.

The approval process for encroachments into the easements will be managed by the Engineering and Public Works Department and the Code provides for an appeals process.

Documents Attached

1. Ordinance No. 2017-O-43

ORDINANCE NO. 2017-O-43

**AN ORDINANCE AMENDING THE WILMETTE VILLAGE CODE
(Chapter 15 Planning and Platting)**

WHEREAS, the Village of Wilmette is a home rule municipality as provided in Article VII, Section 6 of the Constitution of the State of Illinois, 1970, and may pursuant to said authority undertake any action and adopt any ordinance relating to its government and affairs; and

WHEREAS, the Wilmette Village Code, 1993; Chapter 15-2.3(c) requires there “where no alleys are provided easements not less than 6 feet wide shall be provided for any or all public utilities with access to all lots;” and

WHEREAS, the easements required by Chapter 15-2.3(c) are acquired for the purpose of constructing, operating, maintaining, repairing, or replacing pipes, manholes, swales, or similar structures for the conveyance of water, sanitary sewage, or stormwater; and

WHEREAS, Village staff has determined that there be no encroachments upon these easements as there is a public need to ensure that adequate access to these easements is maintained at all times; and

WHEREAS, the Village President and Board of Trustees find that amending the Village Code to ensure that access to these easements is maintained at all times is in the best interests of the health, safety and welfare of the public.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Wilmette, Cook County, Illinois in the exercise of its home rule authority as follows:

SECTION 1: Each of the foregoing recitals and findings are hereby made a part of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The Wilmette Village Code, 1993, as amended, is further amended in Chapter 15, Planning and Platting, Section 15-2.2 Public Improvements by adding a new subsection 15-2.4(j) and by inserting the new text shown in underlined, bold type below, so that said new subsection 15-2.4(j) shall hereafter read as follows:

15-2.4(j)

(1) The Easements required by Section 15-2.3(c) (“Easement”) shall be acquired and maintained and kept free from any and all encroachments on or above the Easement except as provided for in this subsection. The following encroachments are permissible in an Easement, upon the application and receipt of a Village permit as otherwise required by the Wilmette Village Code and as conditioned by this subsection:

- **Landscaping;**
- **Fences;**
- **Play equipment;**
- **Small accessory structures without a foundation**

(2) The Village retains the right to enter any property where an Easement is located for any public purpose relating to the utility to be or already located within the Easement. The property owner bears the risk of installing any encroachment over an Easement. If at any time the Village requires access to the Easement for either new construction or maintenance of an existing utility, the property owner shall remove the encroachment and access to the Easement shall be provided to the Village, if in the opinion of the Village Engineer there is no other reasonable and cost effective method of accessing the utility. All costs associated with removing any encroachment in an Easement shall be the responsibility of the property owner. Any costs that are incurred by the Village for accessing the Easement shall be repaid to the Village within thirty (30) days after notice is provided to the property owner by the Village. The Village will not replace or repair any removed or damaged encroachments located in an Easement.

(3) A property owner may submit to the Director of Engineering and Public Works a request to allow for the placement of an otherwise restricted encroachment. Such a request shall include a plan, a statement of hardship, drawings and any other materials requested by the Director of Engineering and Public Works. The Director of Engineering and Public Works has sole the discretion to allow for or deny the placement of an otherwise restricted encroachment if the property owner has shown:

- i. a hardship with no other alternative for placement of an otherwise restricted encroachment; and**
- ii. that placement of an otherwise restricted encroachment will not damage or restrict access to the Easement; and**
- iii. that the property owner execute an express written agreement to be recorded against the property and run with the property, at the property owner’s cost, indicating**

acceptance of the conditions of this Section, which include, but are not limited to, the removal requirements of the encroachment as determined in the sole discretion of the Director of Engineering and Public Works and repayment of any costs incurred by the Village to the Village.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the **22nd day of August, 2017**, according to the following roll call vote:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this 22nd day of August, **2017**.

President of the Village of Wilmette, IL

ATTEST:

Clerk of the Village of Wilmette, IL

REQUEST FOR BOARD ACTION

AGENDA ITEMS: 3.20



Engineering & Public Works Department

SUBJECT: Locust Road Phase II Design Services

MEETING DATE: July 25, 2017

FROM: [Brigitte Berger-Raish](#), P.E., Director of Engineering and Public Works
[Russ Jensen](#), P.E., Village Engineer

BUDGET IMPACT:	Budget Amount	\$208,000
	Net Cost	197,856
	Over/(Under) Budget	(\$10,144)

Recommended Motion

Move to adopt Resolution 2017-R-18 approving a Local Agency Agreement for Federal Participation and Preliminary Engineering Services Agreement for Federal Participation for the Locust Road Improvements, Phase II design services.

Background

The STP program is a federal program that provides federal funding for locally initiated transportation projects. The North Shore Council of Mayors, the agency that administers the STP funds, issued a call for new projects for consideration to be added to the multi-year program beginning in 2017. In 2012, the Village Board approved a resolution supporting the request for federal transportation funds to be used to rebuild Locust Road from Lake Avenue to Wilmette Avenue. The Village was awarded the grant in the amount of \$1,568,200 (Phase II and Construction).

The general scope of work for the Locust Road project includes new curb and gutter, minor drainage improvements and roadway reconstruction. In addition, the project will include shared bike lanes and a wider sidewalk to accommodate pedestrians and young bicyclists. Based on the number of water main breaks on Locust Road, staff recommends replacing the water main as part of the reconstruction project. The water main replacement will be locally funded and is incorporated into the current capital improvement program.

The completion of the Phase I feasibility study was delayed by approximately one year so the Village could obtain plats of dedication from nine property owners who owned portions of the Locust Road right-of-way. The Village recently secured right-of-way ownership along the entire

corridor so the Phase II design can begin. The Phase II design consists of preparing the plans, specification and cost estimates that will be competitively bid for construction by IDOT.

Discussion

As with all federal and state funded projects, the Village is required to execute the standard agreements prepared by IDOT. The first agreement entitled “Local Agency Agreement for Federal Participation” will secure the federal portion of the Phase II study which is \$138,499. The balance of the project (\$59,357) will be paid for by the Village.

The second agreement entitled “Preliminary Engineering Services Agreement for Federal Participation” is the standard agreement required by IDOT for projects utilizing federal funds for design and construction. The agreement outlines a standard scope of work for Phase II design services which include preparation of the project plans, specifications and cost estimates.

Consultant Selection

Current IDOT requirements for procurement, management and administration of engineering and design-related services using federal funds requires local public agencies to substantially follow a Qualification-Based Selection (QBS) selection process. The evaluation process was outlined in the Request for Qualifications which was sent out to seven engineering firms to provide the Phase II design services of which four replied (one was a no-quote) and three submitted a qualifications proposal. The firms were evaluated by staff members of the Engineering Department and evaluated based on the following criteria:

- Federal Aid Highway Experience
- Individual Experience of Assigned Personnel
- Capacity and Response to Project Schedule and Deadlines
- References
- Submittal

The evaluation resulted in the following rankings:

Rank	Firm
1	Christopher B. Burke Engineering, LTD., Rosemont
2	TranSystems Corporation, Schaumburg
3	Engineering Enterprises, Sugar Grove
No-quote	Civiltech Engineering, Inc., Itasca
DNS*	Alfred Benesch, Chicago
DNS*	Clark Dietz, Inc., Elmhurst
DNS*	V3 Companies, Woodridge
DNS*	Baxter & Woodman, Inc., Crystal Lake

*Firm did not submit qualifications proposal

Based on staff's evaluation of the qualifications, Christopher B. Burke Engineering, LTD. (CBBEL) is the top ranked consultant because of their extensive knowledge of the project, experience with similar Phase II design projects and their familiarity with 1) the existing stormwater drainage system capacity and functionality and 2) the future stormwater planning

for the Village's Separate Storm Sewer System. References from the Village of Orland Park, Village of Deerfield, City of Evanston, Village of Algonquin and Village of Forest Park provided positive feedback about CBBEL's work product. They noted CBBEL's staff is very knowledgeable, thorough, and cooperative. All references would hire CBBEL for future projects.

Upon selection of the top ranked firm, the scope of service and pricing was provided for review and consideration of the Phase II design services. The submitted scope included a fee of \$212,844 which was revised and modified to streamline the kick-off process and consolidate the stakeholder coordination. The revisions resulted in a reduced fee of \$197,856. Staff recommends awarding CBBEL a contract in the amount of \$197,856.

Budget Impact

Description	Account	Fee
Locust Road Phase II	1120202035-425250-80109	\$197,856
	Budget	\$208,000
	Budget Savings:	\$ 10,144

Phase II is paid for locally and 70% of the costs are reimbursed with the federal grant.

Schedule

The Phase II study will begin as soon as the agreements are approved in Springfield, which could take 90 days. The bid letting is scheduled for November 9, 2018 and construction will occur in 2019.

Documents Attached

1. Resolution 2017-R-18
2. Local Agency Agreement for Federal Participation for the Locust Road Project
3. Preliminary Engineering Services Agreement for Federal Participation for the Locust Road Project
4. Capital Improvement Program Page

RESOLUTION NO. 2017-R-18

A RESOLUTION AUTHORIZING AGREEMENTS FOR THE LOCUST ROAD IMPROVEMENTS

WHEREAS, the Village President and Board of Trustees (collectively “Village Board”) of the Village of Wilmette, Cook County, Illinois (“Village”), find that the Village is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and,

WHEREAS, the Village desires to improve the vehicular and pedestrian safety and capacity of Locust Road; and

WHEREAS, federal funding has been secured and therefore the Village intends to proceed with the Locust Road improvement project; and

WHEREAS, the County and State will financially assist the Village in meeting the local match requirements; and

WHEREAS, the Local Agency Agreement for Federal Participation (attached as Exhibit A) and the Preliminary Engineering Services Agreement for Federal Participation (attached as Exhibit B) (collectively “Agreements”) are ready for review by the Illinois Department of Transportation (“IDOT”); and

WHEREAS, IDOT may make minor revisions to the these Agreements that do not substantially change the scope of work cost distribution;

WHEREAS, the Village Board of Trustees find that approving the Agreements attached as Exhibit A and Exhibit B are in the best interest of the public health, safety and welfare of the residents of Wilmette;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION 1: The Village Board finds that all of the recitals set forth above are true and correct, and that they are hereby incorporated by reference as if set forth fully.

SECTION 2: The LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION in substantially the form attached as Exhibit A is hereby approved and the Village Manager or his designee is authorized to execute the same.

SECTION 2: The PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION in substantially the form attached as Exhibit B is hereby approved and the Village Manager or his designee is authorized to execute the same.

SECTION 4: The Village Manager or his designee is authorized to make modifications to the attached Agreements, in a manner consistent with the purposes of this Resolution, prior to executing same provided, in his judgment, said changes do not materially alter the obligations of the Village thereunder.

SECTION 5: The Village Manager or his designee is authorized to take such further actions as may be necessary to carry out the purpose of this Resolution.

SECTION 6: This Resolution shall take effect immediately upon its passage.

ADOPTED on _____, **2017**, pursuant to the following roll call vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Approved on _____, **2017**.

Village President


Clerk of the Village of Wilmette, IL

EXHIBIT A

LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION

EXHIBIT B

**PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL
PARTICIPATION**

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency Village of Wilmette	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 12-00195-00-PV	Fund Type STU	ITEP, SRTS, or HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Locust Road Route FAU 1076 Length 0.5 mi.
Termini Lake Avenue and Wilmette Avenue

Current Jurisdiction Village of Wilmette TIP Number 0213-0003 Existing Structure No

Project Description

Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction		()	()		()	
Non-Participating Construction		()	()		()	
Preliminary Engineering	138,499	(70)	()	59,357	(30)	197,856
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 138,499			\$ 59,357		\$ 197,856

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---LPA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/railroad** agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is _____ conducting business as a Governmental Entity.

DUNS Number _____

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By: _____

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date


William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Local Agency	LOCAL AGENCY  Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant
Village of Wilmette		Christopher B. Burke Eng., Ltd.
County		Address
Cook		9575 W. Higgins Road, Suite 600
Section		City
12-00195-00-PV		Rosemont
Project No.	State	IL
Job No.	Zip Code	60018
Contact Name/Phone/E-mail Address	Contact Name/Phone/E-mail Address	Mike Kerr
Russ Jensen	847-823-0500	mkerr@cbbel.com
847-853-7602		
jensenr@wilmette.com		

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Locust Road Route FAU 1076 Length 0.5 mi Structure No. N/A

Termini Lake Avenue Minor Arterial FAU 1292 & Wilmette Ave Major Collector FAU 1298

Description Reconstruction, resurfacing, storm sewer replacement, curb and gutter replacement, curb bump-outs, and pedestrian improvements.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within _____ calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☐ Design and/or approve cofferdams and superstructure shop drawings.
 - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - ☒ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - ☐ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☐ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 ☒ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.	363468939	\$180,006.86
Sub-Consultants:	TIN Number	Agreement Amount
Alta Planning and Design	68-0465555	\$ 7,000.00
Testing Service Corporation	35-0937582	\$10,850.00
	Sub-Consultant Total:	\$ 17,850.00
	Prime Consultant Total:	\$180,006.86
	Total for all Work:	\$197,856.86

Executed by the LA:

Village of Wilmette

(Municipality/Township/County)

ATTEST:

By: _____
Clerk

By: _____
Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

Christopher B. Burke Engineering, Ltd.

By: _____
Title: Notary Public

By: _____
Title: Executive Vice President

Exhibit A - Preliminary Engineering

Route: _____
Local Agency: _____
(Municipality/Township/County)
Section: _____
Project: _____
Job No.: _____

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH)	0.00	%
Complexity Factor (R)	0.00	
Calendar Days		

Method of Compensation:

Cost Plus Fixed Fee 1	<input type="checkbox"/>	14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2	<input checked="" type="checkbox"/>	14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3	<input type="checkbox"/>	14.5%[(2.3 + R)DL + IHDC]
Specific Rate	<input type="checkbox"/>	
Lump Sum	<input type="checkbox"/>	

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Totals		0.00							

Name _____
Address _____
Telephone _____
TIN Number _____

Local Agency _____
 Section Number _____
 Project Number _____
 Job Number _____

[illegible]

BLR 05610 (Rev. 5/06)

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

DF-824-039
REV 12/04

Cost Plus Fixed Fee 2	14.50% [DL+R(DL) + 1.4(DL)+IHDC]
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DBE

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AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Wilmette
Section 12-00195-00-PV
Project 0
Job No: 0

DATE 07/13/17

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Kick-Off Meeting			Topographic Survey			Field Reconnaissance			Geotechnical Investigation			Utility Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	69.77	67	4.51%	3.14	6	30.00%	20.93	1	0.40%	0.28	4	14.29%	9.97						
Engineer V	62.60	0																	
Engineer IV	51.87	146	9.82%	5.09	6	30.00%	15.56				12	42.86%	22.23	12	100.00%	51.87			
Engineer III	44.80	348	23.40%	10.48							12	42.86%	19.20						
Engineer I/II	31.64	0																	
Survey V	60.00	2	0.13%	0.08				2	0.81%	0.49									
Survey IV	60.00	6	0.40%	0.24				6	2.43%	1.46									
Survey III	56.00	66	4.44%	2.49				6	2.43%	1.36							60	100.00%	56.00
Survey II	40.40	100	6.72%	2.72				100	40.49%	16.36									
Survey I	31.83	100	6.72%	2.14				100	40.49%	12.89									
Engineering Technician	59.50	0																	
Engineering Technician	45.00	0																	
Engineering Technician	45.14	0																	
Engineering Technician	38.67	0																	
CAD Manager	58.33	120	8.07%	4.71															
Asst. CAD Manager	49.83	32	2.15%	1.07				32	12.96%	6.46									
CAD II	43.67	307	20.65%	9.02	6	30.00%	13.10												
CAD I	33.25	120	8.07%	2.68															
Landscape Architect	52.50	46	3.09%	1.62															
GSI Specialist III	46.00	0																	
GSI Specialist I/II	28.25	0																	
Env Res Specialist V	60.00	0																	
Env Res Specialist IV	54.29	0																	
Env Res Specialist III	41.06	0																	
Env Res Specialist I/II	29.25	0																	
Env Res Technician	37.00	0																	
Engineering Intern	15.13	0																	
Administrative	33.47	27	1.82%	0.61	2	10.00%	3.35												
TOTALS		1487	100%	\$46.10	20	100.00%	\$52.94	247	100%	\$39.28	28	100%	\$51.40	12	100%	\$51.87	60	100%	\$56.00

AVERAGE HOURLY PROJECT RATES

DF-824-039
REV 12/04

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Wilmette
Section 12-00195-00-PV
Project 0
Job No: 0

DATE 07/13/17

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Pre-Final Contract Documents			Stakeholder Involvement and			Final Contract Documents (90			Bidding Documents (100%)			Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg						
Engineer VI	69.77	24	3.33%	2.33	12	20.00%	13.95	12	5.04%	3.52	8	7.84%	5.47						
Engineer V	62.60																		
Engineer IV	51.87	20	2.78%	1.44	12	20.00%	10.37	60	25.21%	13.08	24	23.53%	12.20						
Engineer III	44.80	240	33.33%	14.93	12	20.00%	8.96	60	25.21%	11.29	24	23.53%	10.54						
Engineer I/II	31.64																		
Survey V	60.00																		
Survey IV	60.00																		
Survey III	56.00																		
Survey II	40.40																		
Survey I	31.83																		
Engineering Technic	59.50																		
Engineering Technic	45.00																		
Engineering Technic	45.14																		
Engineering Technic	38.67																		
CAD Manager	58.33	120	16.67%	9.72															
Asst. CAD Manager	49.83																		
CAD II	43.67	280	38.89%	16.98	21	35.00%	15.28												
CAD I	33.25							80	33.61%	11.18	40	39.22%	13.04						
Landscape Architect	52.50	24	3.33%	1.75				20	8.40%	4.41	2	1.96%	1.03						
GSI Specialist III	46.00																		
GSI Specialist I/II	28.25																		
Env Res Specialist V	60.00																		
Env Res Specialist IV	54.29																		
Env Res Specialist II	41.06																		
Env Res Specialist I	29.25																		
Env Res Technician	37.00																		
Engineering Intern	15.13																		
Administrative	33.47	12	1.67%	0.56	3	5.00%	1.67	6	2.52%	0.84	4	3.92%	1.31						
TOTALS		720	100%	\$47.71	60	100%	\$50.25	238	100%	\$44.32	102	100%	\$43.60	0	0%	\$0.00	0	0%	\$0.00

PREPARED BY THE AGREEMENTS UNIT

Printed 7/13/2017 3:26 PM

SCOPE OF SERVICES

I. BASE SCOPE

Task 1 – Kick-Off Meeting: CBBEL will attend a Phase II project kickoff meeting with the Village and IDOT to discuss the project objectives and to refine the project scope as necessary. CBBEL will also collect, examine, review and evaluate data to be utilized for the Phase II Engineering.

Task 2 – Topographic Survey: CBBEL will complete a topographic survey of the project limits on Locust Street. Our survey will include:

- Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.
- Vertical Control: CBBEL will perform a level circuit throughout the entire length of the project establishing benchmarks and assigning elevations to the horizontal control points. This will be based on the NGS NAVD '88 vertical control datum.
- Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.
- Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, driveway culverts, cross road culverts, etc.
- Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey data collection will extend 20' feet beyond existing right-of-way line.
- Office calculations and plotting of field and record data
- Prepare Base Mapping: Drafting of an Existing Conditions Plan at a scale of 1"=20'

Task 3 – Field Reconnaissance: CBBEL shall conduct a field reconnaissance of the site to verify the topographic survey and verify the Phase I scope.

Task 4 – Geotechnical Investigation: CBBEL will hire Testing Service Corporation, Inc. (TSC) to take soil borings and prepare a geotechnical report including recommendations for subgrade preparation and remediation. The report shall follow the requirements of IDOT's Geotechnical Manual and Subgrade Stability Manual. TSC will also test for IEPA CCDD requirements.

Task 5 – Utility Coordination: CBBEL will send the plans to all known utility companies for their review. Based on the information received from the utility companies CBBEL will mark the locations of their facilities on the plans. CBBEL will further coordinate any potential conflicts and relocations with the utility companies.

SCOPE OF SERVICES

Task 6 – Pre-Final Contract Documents and Cost Estimate (75% Submittal): CBBEL will prepare preliminary contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with IDOT and Village design criteria. The preliminary plans are anticipated to include the following sheets:

No. of Sheets	Sheet Title
1	Cover Sheet
1	General Notes <ul style="list-style-type: none"> ▪ Including Village standard notes and additional major notes to clarify project's intent and define incidental items
1	Alignment, Ties and Benchmarks sheet
1	Typical cross sections that are <ul style="list-style-type: none"> ▪ Complete and comprehensive ▪ Extending from ROW to ROW ▪ Clearly describe improvement
1	Summary of Quantities and Earthwork Schedule
8	Maintenance of Traffic Plans/Typical Sections
3	Existing Conditions and Removal Plans showing <ul style="list-style-type: none"> ▪ Existing topography, drainage structures and sewers and other utilities ▪ Items to be removed or adjusted ▪ Existing property lines and street addresses
5	Roadway and Profile sheets showing above and <ul style="list-style-type: none"> ▪ Proposed horizontal and vertical alignment ▪ Proposed edge of pavement, curb and gutter, driveways, and sidewalks
10	Utility Plan and Profile Sheets <ul style="list-style-type: none"> ▪ Any proposed drainage and utility structures and pipe in plan and profile ▪ Existing utilities to remain in place ▪ Watermain replacement plans
1	Retaining Wall Plans
5	Landscaping Plans and Details
3	Erosion Control Plans and Details
2	Construction Details
14	Cross Sections <ul style="list-style-type: none"> ▪ Sufficient in number to approximate cuts and fills (50' intervals plus driveways) ▪ Through driveways to determine proposed slopes ▪ Sufficient in number to delineate drainage patterns

61 Total

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the IDOT and Village for review. Plans will also be sent to the Utility companies for review and coordination.

SCOPE OF SERVICES

CBBEL will also make any required submittals to IEPA to meet NPDES requirements. A set of pre-final plans will be submitted to utility companies for verification of facilities.

Task 7 – Stakeholder Involvement and Village Coordination: CBBEL has assumed that two coordination/review meetings will be required with continued Stakeholder Involvement with Wilmette Junior High School, Regina Dominican High School, and the Park District. CBBEL will prepare exhibits for presentations as necessary and answer Stakeholder questions. CBBEL will also coordinate the proposed construction with police, fire, schools, post office, and other government agencies that may be affected.

Task 8 – Final Contract Documents and Cost Estimate (90% Submittal): Upon meeting with IDOT and the Village staff to review their comments on the preliminary submittal, CBBEL will revise and finalize the contract documents, cost estimate and estimate of time. During this task the exact letting date will be determined and an estimated construction schedule will be provided. Final plans will be submitted to IDOT for a review.

Task 9 – Bidding Documents and Final Cost Estimate (100% Submittal): CBBEL will make the final revisions to the pre-final submittal based on the IDOT and the Village's final review comments. The requested number of copies of plans and specifications will be submitted to IDOT. A final estimate of cost and estimate of required working days will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the Village in electronic format. CBBEL will make application and obtain all required permits.

Task 10 – Project Administration/QA/QC: CBBEL will prepare monthly status reports with our invoices to the City. CBBEL will perform an internal QA/QC review of the plans, specifications and cost estimates.

Engineering

Locust Road	2018	\$212,845 (Phase II)	Grant
Reconstruction	2019	\$2,307,615 (Construction)	Grant
Streets, Sidewalks and Alleys			

X	Critical
-	Recommended
-	Contingent on Funding

Original Purchase Date & Cost

Unknown

Funding History

N/A



Locust Road between Lake Ave and Wilmette Ave

Project Description & Justification

The limits of the Locust Road reconstruction project are from Lake Avenue to Wilmette Avenue. The scope of work includes new curb and gutter, minor drainage improvements, new water main and roadway reconstruction. In addition, pedestrian and bikeway improvements will be considered.

The project is funded in the North Shore Council of Mayors Surface Transportation Program (STP). The ideal construction timeframe is to minimize construction activity during the school year and maximize work during the summer months. The project will be funded at 70-percent federal participation for phase II engineering and construction and a 30-percent local share, funded through operating and dedicated funds or MFT.

This project was delayed by one year because of complications securing right-of-way. If the Village Board approves the proposed \$77M stormwater action plan, a change order to the design contract will need to occur to facilitate the additional design within this project. The construction costs for this additional storm sewer would also need to be added to the project as a Village cost only. Below is a summary of costs:

Year	Description	Total	Federal Share	Village Share
2014	Phase I	\$80,000	\$0	\$80,000
2017-2018	Phase II ¹	\$212,845	\$148,992	\$63,853
2019	Construction & CEIII	\$2,307,615 ²	\$1,615,330	\$692,285 ²

¹ Phase II consultant engineering costs are paid by the Village up front and reimbursement is sought from IDOT for federal share.

² The 2019 construction cost and Village share does not include the Village non-participating costs for water main replacement which is estimated to be \$549,000. The water main replacement cost is included under the water fund distribution improvements CIP.

Project Update

Project costs for 2018-2019 have been updated to reflect the actual Phase II proposal cost and 3% price index approved by the North Shore Council of Mayors.

Project Alternative

The alternative to using federal funds is to improve the roadway using local funding only.

Operating Budget Impact

Is this purchase _____ *routine* or X *non-routine*?

NON-ROUTINE	
Department Budget - Maintenance Costs	None
Personnel Costs	None
Training Costs	None

REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.21



Law Department

SUBJECT: Third Amendment to the Ground Lease between the Village and New Cingular Wireless for cellular service equipment located at 1200 Wilmette Ave.

MEETING DATE: July 25, 2017

FROM: [Jeffrey M. Stein](#), Corporation Counsel

BUDGET IMPACT: None

Recommended Motion

Move to approve Resolution No. 2017-R-20 approving a Third Amendment to the Ground Lease between the Village of Wilmette and New Cingular Wireless PCS, LLC.

Discussion

In 1997, AT&T Wireless PCS, Inc. ("AT&T") and the Village of Wilmette ("Village") entered into a ground lease for thirty-nine (39) square feet of land at 1200 Wilmette Avenue which AT&T used for an antenna support structure (the "Ground Lease"). In 2001, AT&T and Village modified the ground lease to expand the footprint from thirty-nine (39) feet to forty-eight (48) feet and increased the rent from \$2,596.74 a year to \$3,324.67 a year (the "First Amendment"). In 2007, New Cingular Wireless¹ and Village modified the ground lease again to expand the footprint from forty-eight (48) to one hundred and forty-four (144) feet and increased the rent from \$3,324.67 annually to \$7,778.88 annually with an automatic escalation based upon CPI increases for the previous year (the "Second Amendment").

New Cingular now proposes a Third Amendment to Ground Lease Agreement (the "Third Amendment") between the New Cingular and the Village.

Below is a summary of the key changes the Third Amendment will make from the Ground Lease, First Amendment and Second Amendment. The attached proposed Third Amendment is modeled directly after a recent amendment to a similar lease between New Cingular and the Village that was approved in February of 2016.

1. Term: The initial term of the Ground Lease expired in November of 2002 but has four automatic 5-year extensions; consequently, the Ground Lease, including all extensions, will expire in November 2022. The term was not changed by the First Amendment or Second

¹ Through a merger, AT&T has become New Cingular Wireless PCS, LLC ("New Cingular").

Amendment. New Cingular desires to extend the lease further and enter into a new term. New Cingular proposes to extend the lease with a new term beginning on December 1, 2017 for five years (expiring December 1, 2022) plus five 5-year automatic extensions terminating in the aggregate in December, 2047. Both parties have the right to cancel any automatic extension.

2. Base Rent: The current lease has a base rent of \$17,962.84 a year with a yearly increase equal to the CPI, but capped at 5%. The Third Amendment will provide for a baes rent of \$18,232.28 commencing on December 1, 2017 which is then subject to yearly increases of a flat rate of 1.5%.

3. Premise Use: The spaced used by New Cingular Wireless is not being altered by the Third Amendment. There is a provision that New Cingular Wireless may, after providing notice and any documentation – including technical specifications – to the Village as requested by the Village, modify the current equipment on site. However, this modification can only take place upon the current space that is subject to the Ground Lease and the Amendments. The Third Amendment does allow New Cingular to expand its footprint to space available, but only after written authorization from the Village is provided, which may be granted or withheld for any reason.

Budget Impact

None

Documents Attached

1. 2017-R-20 Resolution Approving a Third Amendment to the Ground Lease Between the Village of Wilmette and New Cingular Wireless PCS, LLC

RESOLUTION NO. 2017-R-20

A RESOLUTION APPROVING A THIRD AMENDMENT TO THE GROUND LEASE BETWEEN THE VILLAGE OF WILMETTE AND NEW CINGULAR WIRELESS PCS, LLC

WHEREAS, the Village President and Board of Trustees (collectively “Village Board”) of the Village of Wilmette, Cook County, Illinois (“Village”), find that the Village is a home rule municipal corporation as provided by Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and,

WHEREAS, The Village of Wilmette owns the premises located at 1200 West Wilmette Avenue, Wilmette, Illinois, entered into a Ground Lease Agreement dated November 25, 1997, as amended by First Amendment to Ground Lease Agreement dated November 6, 2001, and as further amended by Second Amendment to Ground Lease Agreement dated August 25, 2006 (collectively the “**Original Lease**”); and

WHEREAS, The Village Board finds it necessary and convenient to approve the Third Amendment to Ground Lease Agreement attached hereto as Exhibit A (“**Third Amendment**”), to provide a new term for the lease and up to five automatic 5-year extensions to December, 2047, and to change the manner in which annual rent increases are calculated;

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Wilmette as follows:

SECTION ONE: The foregoing findings and recitals are hereby made a part of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION TWO: The Third Amendment between Village of Wilmette and New Cingular Wireless PCS, LLC, attached as Exhibit A, is hereby approved.

SECTION THREE: The Village Manager is authorized to execute the Third Amendment and he and his designees are authorized to execute all documents and take all actions necessary to carry out the purpose of this Resolution and the Lease. Prior to executing same, the Village Manager is authorized

to make changes to the form of the Third Amendment which, in his judgment, are necessary to carry out the purpose of this Resolution;

SECTION FOUR: This Resolution shall be in full force and effect from and after its passage.

ADOPTED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 25th day of **July, 2017** according to the following roll call vote:

AYES: **None.**

NAYS: **None.**_____

ABSTAIN: **None.**_____

ABSENT: **None.**

Clerk of the Village of Wilmette, Illinois

Approved on July 25, 2016.

Village President

Attest:

Village Clerk

EXHIBIT A

Third Amendment to Ground Lease Agreement

Cell Site No.: IL1388
Cell Site Name: Wilmette Village Hall
Fixed Asset No.: 10095046
Market: IL / WI
Address: 1200 West Wilmette Avenue

THIRD AMENDMENT TO GROUND LEASE AGREEMENT

THIS THIRD AMENDMENT TO GROUND LEASE AGREEMENT (“**Third Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between the Village of Wilmette, a municipal corporation, having a mailing address of 1200 West Wilmette Avenue, Wilmette, IL 60091 (hereinafter referred to as “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as “**Tenant**”).

WHEREAS, Landlord and Tenant (or its respective predecessor-in-interest) entered into a Ground Lease Agreement dated November 25, 1997, as amended by First Amendment to Ground Lease Agreement dated November 6, 2001, and as further amended by Second Amendment to Ground Lease Agreement dated August 25, 2006 (hereinafter, collectively, the “**Agreement**”), whereby Landlord leased to Tenant certain premises (“**Premises**”), therein described, that are a portion of the property (“**Property**”) located at 1200 West Wilmette Avenue, Wilmette, IL; and

WHEREAS, the term of the Agreement will expire on November 30, 2022, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to adjust the Base Rent (as defined below) in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to clarify scope of Tenant's permitted use of the Premises; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to provide Tenant the right to enlarge the Premises; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and

Cell Site No.: IL1388
Cell Site Name: Wilmette Village Hall
Fixed Asset No.: 10095046
Market: IL / WI
Address: 1200 West Wilmette Avenue

Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years ("**New Initial Term**") commencing on December 1, 2017 ("**New Term Commencement Date**"). As of the New Term Commencement Date, the term provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force and consequence. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**" and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, without further action by either party unless Tenant notifies Landlord or Landlord notifies Tenant in writing of their intention not to renew the Agreement at least twelve (12) months prior to the beginning of any Additional Extension Term. The New Initial Term and the Additional Extension Term are collectively referred to as the Term ("**Term**").

2. **Base Rent.** Commencing on December 1, 2017, the current base rent payable under the Agreement shall be Eighteen Thousand Two Hundred Two Hundred Thirty Two and 28/100 Dollars (\$18,232.28) per year (the "**Base Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Section 3.2(c) of the Agreement shall be amended to provide that Base Rent shall be adjusted as follows: on the first day of year two (2) of the New Initial Term and each year thereafter, including throughout any Additional Extension Term exercised, the annual Base Rent will increase by one and one-half percent (1.5%) over the Base Rent paid during the previous year.

3. **Expansion of Permitted Use.** Tenant, its personnel, invitees, contractors, agents, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and, with prior written notice to Landlord, to modify, supplement, replace, upgrade, or refurbish the equipment and/or improvements thereon (collectively, "**Communications Facility**"), or relocate the same within the Premises at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. In addition to the notice provided by Tenant, Tenant shall, at Landlord's request, provide any documentation and professional certifications prior to Tenant performing any work upon the Communications Facility. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use, provided Landlord shall be under no obligation to expend any money in doing the same. If Landlord does not comply with the terms of this section Tenant may terminate the Agreement and shall have no further liability to Landlord; provided, however, it shall not be a default if Landlord fails to cooperate in obtaining governmental and other use permits where Tenant desires to expand their Communication Facility and such expansion has been rejected by Landlord.

Cell Site No.: IL1388
Cell Site Name: Wilmette Village Hall
Fixed Asset No.: 10095046
Market: IL / WI
Address: 1200 West Wilmette Avenue

4. **Expansion of the Premises.** Landlord grants Tenant the right, subject to prior written approval of Landlord, which may be withheld in the sole discretion of Landlord, and to the extent practicable and on a space-available-basis, to enlarge the Premises or to make space available on the Property for Tenant so that Tenant may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communications Facility or to any equipment related thereto, or for any other reasons, as determined by Tenant in its sole discretion. Should Tenant exercise the right to expand the Premises, Tenant will pay and Landlord will accept as additional Base Rent under the Agreement an amount equal to the then current Base Rent calculated on a per square foot basis as multiplied by each additional square foot added to the Premises. Upon notice to Landlord, a description and/or depiction of the modified Premises ground will become part of the Agreement without any additional action on the part of Tenant and Landlord; however, at the request of Tenant, the parties will execute a Memorandum of Agreement in recordable form memorializing the modification of the ground space of Landlord's Property, which either party may record at its option. Provided, however, that the party recording the Memorandum of Agreement will pay for the recording of the Memorandum of Agreement and will pay for a release of the Memorandum of Agreement and this obligation shall survive termination of the Agreement.

5. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Base Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subparagraph shall survive the termination or expiration of the Agreement.

6. **Notices.** Section 20 of the Agreement is hereby deleted in its entirety and replaced with the following:

“(a) NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: IL1388; Cell Site Name: Wilmette Village Hall (IL)
Fixed Asset No.: 10095046
575 Morosgo Drive
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC

Cell Site No.: IL1388
Cell Site Name: Wilmette Village Hall
Fixed Asset No.: 10095046
Market: IL / WI
Address: 1200 West Wilmette Avenue

Attn: AT&T Legal Department
Re: Cell Site #: IL1388; Cell Site Name: Wilmette Village Hall (IL)
Fixed Asset No: 10095046
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord:

Village of Wilmette
1200 West Wilmette Avenue
Wilmette, IL 60091
Attn: Corporate Counsel

With a copy sent to:

Tressler, LLP
233 South Wacker Drive
22nd Floor
Chicago, IL 60606
ATTN: Luke Glisan

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.”

7. **Memorandum of Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion. Upon the expiration of the Agreement for any reason whatsoever, the Tenant, or its successor in interest, will record a release of the Memorandum of Agreement within 90 days of the Agreement’s termination. The Tenant, or its successors in interest, share bear the cost of recording this release and the provisions of this Section 7 shall survive termination of the Agreement.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

Cell Site No.: IL1388
Cell Site Name: Wilmette Village Hall
Fixed Asset No.: 10095046
Market: IL / WI
Address: 1200 West Wilmette Avenue

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: IL1388
Cell Site Name: Wilmette Village Hall
Fixed Asset No.: 10095046
Market: IL / WI
Address: 1200 West Wilmette Avenue

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Third Amendment on the dates set forth below.

LANDLORD:
Village of Wilmette,
a municipal corporation

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

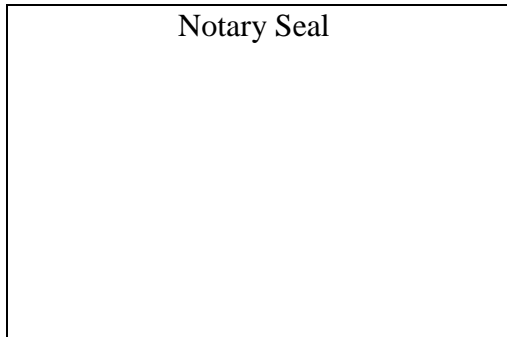
Cell Site No.: IL1388
Cell Site Name: Wilmette Village Hall
Fixed Asset No.: 10095046
Market: IL / WI
Address: 1200 West Wilmette Avenue

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the **Village of Wilmette**, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

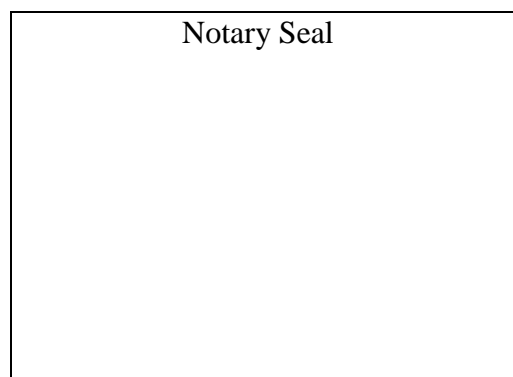
Cell Site No.: IL1388
Cell Site Name: Wilmette Village Hall
Fixed Asset No.: 10095046
Market: IL / WI
Address: 1200 West Wilmette Avenue

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the _____ of AT&T Mobility
Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability
company**, to be the free and voluntary act of such party for the uses and purposes mentioned in
the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

Cell Site No.: IL1388
Cell Site Name: Wilmette Village Hall
Fixed Asset No.: 10095046
Market: IL / WI
Address: 1200 West Wilmette Avenue

Attachment 1

Memorandum of Agreement

**THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:**

Michael Fraunces, President
(858) 799-7850
Md7, LLC
10590 West Ocean Air Drive
Suite 300
San Diego, CA 92130

**Parcel #: 05-34-110-006-8001; 05-34-
110-007-8001; 05-34-110-008-8001**

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: IL1388
Cell Site Name: Wilmette Village Hall (IL)
Fixed Asset Number: 10095046
State: IL
County: Cook

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of _____, 201__, by and between the Village of Wilmette, a municipal corporation, having a mailing address at 1200 West Wilmette Avenue, Wilmette, IL 60091 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant (or their predecessors in interest) entered into a certain Ground Lease Agreement dated November 25, 1997, as amended by that certain First Amendment to Ground Lease Agreement dated November 6, 2001, as amended by that certain Second Amendment to Ground Lease Agreement dated August 25, 2006, and as further amended by that certain Third Amendment to Ground Lease Agreement dated _____, 201__ (hereinafter, collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord's real property located in the City of Wilmette, County of Cook,

Cell Site No.: IL1388
Cell Site Name: Wilmette Village Hall
Fixed Asset No.: 10095046
Market: IL / WI
Address: 1200 West Wilmette Avenue

commonly known as 1200 West Wilmette Avenue. All of the foregoing are set forth in the Agreement.

2. The New Initial Term will be five (5) years (“**New Initial Term**”) commencing on December 1, 2017, with five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LANDLORD:
Village of Wilmette,
a municipal corporation

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

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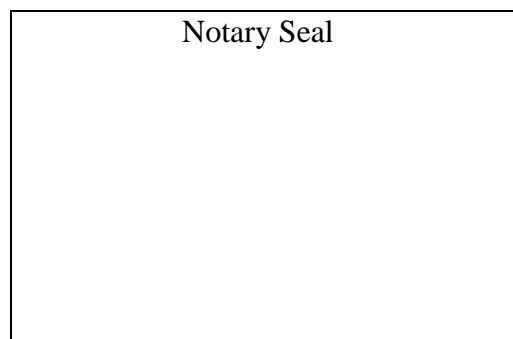
LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the **Village of Wilmette**, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

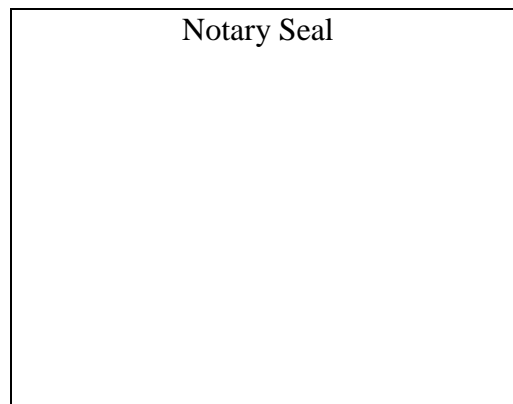
Cell Site No.: IL1388
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TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the _____ of AT&T Mobility Corporation, the
Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

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Exhibit 1 to Memorandum of Agreement

Legal Description

Street Address: 1200 West Wilmette Avenue, Wilmette, IL 60091

Parcel #: 05-34-110-006-8001; 05-34-110-007-8001; 05-34-110-008-8001

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

Block 35 in the Village of Wilmette, as shown on the plat thereof, recorded December 20, 1871, together with that part of Chicago and Northwestern Railway Company's right-of-way lying Westerly of the Westerly line of aforesaid Block 35, Easterly of a line 21.73 feet Easterly of and parallel with the center line of the Easterly main track of aforesaid Railway Company right-of-way, South of the South line of Central Avenue and Northwesterly of the Northwesterly line of Wilmette Avenue, all in the North Section of Oaklmette Reservation, in Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.