

Winnetka Village Council
REGULAR VIRTUAL MEETING

Zoom
February 16, 2021
7:00 PM

AGENDA

In accordance with social distancing requirements and Governor Pritzker’s Executive Orders 2020-43 and 2020-44, and Section 7(e) of the Illinois Open Meetings Act, the Winnetka Village Council meeting on Tuesday, February 16, 2021 will be held virtually. The meeting will be livestreamed via the Zoom platform. At least one representative from the Village will be present at Village Hall in compliance with Section 7(e) of the Illinois Open Meetings Act, and the virtual meeting will be simulcast at Village Hall for members of the public who do not wish to view the virtual meeting from another location. Pursuant to Executive Orders 2020-43 and 2020-44 issued by the Governor, the number of people who may gather at Village Hall for the meeting is limited due to the mandated social distancing guidelines. Accordingly, the opportunity to view the virtual meeting at Village Hall is available on a “first come, first-served” basis.

The public has two options for observing and participating in this virtual Village Council meeting including the ability to provide oral comments during the meeting. To facilitate an efficient meeting, public comments submitted in advance are encouraged.

- 1) Telephone (audio only Call 312-626-6799), when prompted enter the Meeting ID – 99517699337 (Please note there is no additional password or attendee ID required)
- 2) Livestream (both audio and video feed) Download the Zoom meetings app to your smartphone, tablet or computer and then join Meeting ID: 99517699337. Event Password: VC021621

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, February 16, 2021 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at the beginning of the meeting under the Public Comment agenda item. Comments specific to a particular agenda item will be read during the discussion of that agenda item. The Village will attempt to have comments received after the meeting has started read at the end of the meeting. Public comment is limited to 200 words or less. Public comments should contain the following information:

- In the subject line – “Village Council Meeting Public Comment”
- Name
- Address (optional)
- Phone (optional)
- Organization or agency representing, if applicable
- General comment or comment on topic of specific agenda item number

All emails received will be acknowledged either during or after the meeting, depending on when they are received. If you do not have access to email, you may leave a message with your public comment at the Village Manager’s office at 847-716-3541 or mail to Village Clerk, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093.

Winnetka Village Council
REGULAR VIRTUAL MEETING
Village Hall
510 Green Bay Road
February 16, 2021
7:00 p.m.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) March 2, 2021 Regular Meeting
 - b) March 9, 2021 Study Session
 - c) March 16, 2021 Regular Meeting
- 4) Public Comment
- 5) Reports
 - a) Motion to Extend Village President's Declaration of Emergency3
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes
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 - ii) January 21, 2021 Special Meeting 13
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 - b) Approval of Warrant List dated January 29, 2021 – February 11, 2021 15
 - c) Resolution No. R-22-2021: Authorizing a Purchase Order for the Commercial District Floral Program (Adoption) 16
 - d) Resolution No. R-23-2021: Approval of an Amendment to Contracts for the Purchase of Parkway Trees (Adoption) 25
 - e) Resolution No. R-27-2021: Streetscape Sign Purchase (Adoption) 32
 - f) Resolution No. R-29-2021: Phase 3 Streetscape Contracts (Adoption) 42
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8) Ordinances and Resolutions

 i) Resolution Nos. R-25-2021 and R-26-2021: Stormwater Engineering Services
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9) Old Business:

 a) Draft Ordinance No. MC-2-2021: Demolition Day & GFA Bonus for Historic Homes
 (Policy Direction).....143

10) New Business: None

11) Appointments

12) Closed Session

13) Adjournment

NOTICE

All agenda materials are available at villageofwinnetka.org (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2nd floor). Webcasts of the meeting may be viewed on the Internet via a link on the Village’s web site: <https://www.villageofwinnetka.org/AgendaCenter>.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3545; T.D.D. 847-501-6041.



Agenda Item Executive Summary

Title: Village President's Declaration of Emergency and Extension

Presenter: Peter Friedman, Village Attorney

Agenda Date: 02/16/2021

Consent: YES NO

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

Item History:

On November 23, 2020 the Village President issued a Declaration of Emergency, which Declaration the Village Council extended to the end of the January 5, 2021 Village Council meeting. At the January 5, 2021 Council meeting, the Declaration was extended to the end of the February 16, 2021 Village Council meeting.

Executive Summary:

On November 23, 2020, President Rintz issued a Declaration of Emergency for the Village of Winnetka (“Declaration”) related to the COVID-19 emergency. The Declaration provided that: (1) the Village may enter into contracts for the emergency purchase of goods and services; and (2) the Village Manager may implement emergency staffing protocols pursuant to the Village’s respective collective bargaining agreements. The President had the authority to issue the Declaration pursuant to the enabling provision set forth in the Winnetka Village Code.

In accordance with Illinois statutes, the President’s Declaration lasted only for a period of seven days, unless it was extended by action of the Village Council. At its November 23, 2020 meeting, the Village Council extended the Declaration until the January 5, 2021 Village Council meeting. At its January 5, 2021 meeting, the Village Council extended the Declaration to the February 16, 2021 Council meeting. The Declaration will expire at the end of the February 16, 2021 Council meeting unless the Village Council extends the duration of the Declaration.

The agenda for the February 16 Village Council meeting has been drafted in a manner to allow the Council, if it so desires, to extend the Declaration. The extension can be accomplished by a motion, a second, and a roll call vote. No written ordinance or resolution is necessary. If the Village Council desires to extend the Declaration, the motion needs to include an expiration date. We recommend that the motion provide:

"I hereby move to extend the President's November 23, 2020 Declaration of Emergency until the end of the April 20, 2021 meeting of the Village Board."

The Council has the right, however, to extend the Declaration to whatever date it determines to be appropriate, or not extend at all.

Recommendation:

That the Village Council adopt a motion further extending the President's November 23, 2020 Emergency Declaration to April 20, 2021.

Attachments:

A. Emergency Declaration

**DECLARATION OF EMERGENCY
VILLAGE OF WINNETKA, ILLINOIS
NOVEMBER 23, 2020**

I, Village President Christopher Rintz, do hereby issue this Declaration of Emergency for the Village of Winnetka, this 23rd day of November, 2020 ("*Declaration*").

Introduction

On March 17, 2020, I issued a Declaration of Emergency to address the health threat posed by the COVID-19 pandemic, and to grant and reserve emergency powers to the Village President during the pendency of the civil emergency ("*Previous Declaration*").

On March 20, 2020, the Governor issued Executive Order 2020-10, directing all residents of the State of Illinois to stay at home, subject to limited exceptions, which was subsequently extended through the end of May pursuant to Executive Order 2020-32. In response, the State of Illinois experienced a substantial decline in the transmission rate of COVID-19, allowing the continued and progressive reopening of the State of Illinois in accordance with the Governor's five-stage "Restore Illinois" plan.

In light of the then-improving situation, my Previous Declaration expired without any further action by the Village Council on July 7, 2020.

Between July and September 2020, the State of Illinois and the Village of Winnetka have experienced fluctuating rates of infection that, while still of concern, did not justify more aggressive containment strategies by State and local health officials. However, the region is now experiencing an alarming increase in COVID-19 infections.

On October 27, 2020 the Governor issued Executive Order 2020-63 ordering, among other things, the closure of certain types of business activities in the State. In Executive Order No. 2020-71, issued on November 13, 2020, the Governor issued a new Executive Order, renewing and extending Executive Order 2020-63 through December 12, 2020.

On November 17, 2020, in response to the exponential increase in COVID-19 cases throughout the State, the Governor announced new statewide "Tier 3 Resurgence Mitigations" that will go into effect at 12:01 am on November 20, 2020, further restricting gatherings and encouraging people to stay home to the greatest extent possible, while permitting some industries to remain open at significantly reduced capacities provided proper safety measures are in place.

In light of the rapid increase in COVID-19 cases, I have determined that it is necessary and in the best interests of the Village and its residents to issue this Declaration to implement emergency regulations and orders, all as set forth in this Declaration.

Statement of Authority

This Declaration is issued pursuant to the authority granted to me by: Section 3.32.010.J of the "Winnetka Village Code," as amended ("*Village Code*"); Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11.

**DECLARATION OF EMERGENCY
VILLAGE OF WINNETKA, ILLINOIS
NOVEMBER 23, 2020**

Declaration

I hereby declare that a state of emergency exists in the Village of Winnetka, for the reasons set forth in this Declaration.

Emergency Regulations and Orders

I hereby direct and order as follows:

1. *Emergency Purchasing.* I order that the Village may enter into contracts for the emergency purchase of goods and services that may be necessary for the preparation for, response to, and recovery from, the COVID-19 pandemic. The Village President and the Village Manager are hereby authorized to execute such contracts in accordance with applicable law.
2. *Emergency Staffing.* This Declaration constitutes a declaration of civil emergency under the Village's collective bargaining agreements. Accordingly, I direct the Village Manager to implement such emergency staffing protocols and procedures as may be necessary for the preservation of public health and safety, and for the preservation of the health of Village employees. Specifically, and without limitation, the Village Manager is authorized to implement alternative staffing protocols, procedures, and shifts for all Village Departments.

Pursuant to the authority vested in me pursuant to Section 3.32.010.J of the Village Code, I reserve the right to issue additional emergency regulations and orders in furtherance of this Declaration. Notice of any additional regulations and orders will be provided to the Village Clerk, posted on the Village website, and otherwise provided to the general public as quickly as practicable.

Effective Date and Period of Emergency

This Declaration shall take effect immediately, and shall expire automatically upon the first to occur of: (i) the adjournment of the next regular or special meeting of the corporate authorities of the Village; and (ii) 11:59 p.m. on the date that is seven days after the date of this Declaration; provided, however, that the corporate authorities, in their discretion, may extend the duration of this Declaration by a majority vote at any regular, special, or emergency meeting of the corporate authorities.

**DECLARATION OF EMERGENCY
VILLAGE OF WINNETKA, ILLINOIS
NOVEMBER 23, 2020**

Signed and sealed with the official seal of the Village of Winnetka on this 23rd day of November, 2020.

By



Christopher Rintz
Village President
Village of Winnetka



Village Seal

State of ILLINOIS }
County of Cook } SS

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Christopher Rintz, the Village President of the Village of Winnetka, Illinois, personally known to me, appeared before me, under oath, this day in person and acknowledged that in such capacity he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of November, 2020.



NOTARY PUBLIC



**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR VIRTUAL MEETING
January 19, 2021**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, January 19, 2021, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Manager Bahan called the roll. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, John Swierk and President Rintz. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Police Chief Marc Hornstein, Water & Electric Director Brian Keys, Village Engineer Jim Bernahl, Jodi Mariano of Teska Associates, and approximately 10 persons in the audience.
- 2) Pledge of Allegiance. Trustee Cripe led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) February 2, 2021 Regular Meeting. All of the Council members present said they expect to attend.
 - b) February 9, 2021 Study Session. All of the Council members present said they expect to attend.
 - c) February 16, 2021 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment.

Pat Balsamo, Winnetka resident. Ms. Balsamo thanked the Winnetka Fire Department for its emergency response and transporting her to Evanston Hospital on January 11.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Dearborn recommended several articles in the Illinois Municipal League magazine on the State's pension consolidation project.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. None.
- 6) Approval of the Agenda. Trustee Coladarci, seconded by Trustee Apatoff, moved to approve the Agenda. By voice vote, the motion carried.

7) Consent Agenda

- a) Village Council Minutes.
 - i) January 5, 2021 Regular Meeting.
- b) Approval of Warrant List dated December 31, 2020 – January 14, 2021 in the amount of \$657,880.21.
- c) Resolution No. R-6-2021: Approving a Class D Liquor License for Rusticana, LLC d/b/a Marco Roma's (Adoption).
- d) Resolution No. R-7-2021: Approving a Class D Liquor License for Paradise Food Italia, LLC d/b/a Tocco (Adoption).
- e) Resolution No. R-9-2021: Contract for Boiler Blowdown Header Replacement at the Electric Plant (Adoption).
- f) Resolution No. R-10-2021: Contract for the Construction of a Transformer Fire Wall (Adoption).
- g) Resolution No. R-11-2021: Contract for a Transformer Firewall Installation at the Northfield Substation (Adoption).

Trustee Dearborn, seconded by Trustee Coladarci, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

8) Ordinances and Resolutions.

- a) Ordinance No. MC-1-2021: Amending Liquor Code (Introduction / Adoption). Chief Hornstein explained that the proposed Liquor Code amendments are recommended in response to a request from the owner of Good Grapes to sell spirits in addition to the fine wine and premium beer products she currently sells. She desires to replace existing product with spirits in response to customer requests; the spirits will not exceed 20% of current shelf space. Chief Hornstein said he has no concerns about granting the request and modifying the E-2 Liquor License classification to allow the limited sale of spirits in addition to fine wine and premium beer products.

The Council discussed the request, and Chief Hornstein explained that the customer base of Good Grapes is fairly targeted, and he does not have the kinds of concerns he would have with a full service liquor store.

Theresa Lucas, owner of Good Grapes, said she considers the expansion of her liquor license critical to the success of her business and she thanked the Council for its consideration.

Trustee Cripe, seconded by Trustee Dearborn, moved to waive introduction of Ordinance No. MC-1-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

Trustee Dearborn, seconded by Trustee Coladarci, moved to adopt Ordinance No. MC-1-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

b) Resolution No. R-8-2021: Contract for the Repair of Feedwater Pump (Adoption).

Mr. Keys explained that the boiler feedwater pumps supply the steam boilers; to maintain peak output, all three pumps need to be in operation. Last summer, one of the pumps exhibited a leak and the Council authorized Village staff to move forward with repairs. However, the contractor, The Progress Group, discovered unplanned interior deterioration of the casing and shaft and could not warranty a short-term fix. They provided a quote of \$158,741 to do a partial rebuild of the unit with a one-year warranty. Staff sought a second opinion from a Power Test, a Wisconsin company doing business as Pivotal Pump. Power Test proposed rebuilding the pump for \$86,589 – this quote includes a contingency in the event the impellers need replacing. Given that this quote is much lower than The Progress Group quote, Staff recommends engaging Power Test to finish the repairs; the total cost of the project is now estimated at \$112,839 – this includes \$26,250 of labor and parts already expended to the Progress Group under the original repair contract. Staff has done background checks on Power Test and received favorable reviews. No negative capacity credit reductions will be incurred until after May 14 – the Village receives approximately \$1.3 annually for the generating units at the power plant. The decision to repair the pump resides solely with the Village Council; however, if it elects not to do the repairs, a permanent capacity credit reduction of \$374,000 will be incurred.

Since this emergency repair is not included in the 2021 Budget, Mr. Keys proposed some offsets/deferrals of other budgeted projects to compensate for the unexpected cost of the repair project: (i) save \$27,408 by reducing the SCADA software support contract renewal term for the Electric Plant from three years to one; (ii) use \$35,000 budgeted for turbine header valve replacement project, which was completed in 2020; (iii) scale down the boiler blow down line replacement to shave \$10,723 from the project cost; (iv) use \$12,300 savings from favorable bids for relay protection battery bank project; and (v) take \$1,158 in funding earmarked for valve and piping repairs.

Responding to a question about what a new pump would cost, Mr. Keys explained that the exact cost is hard to determine, as an engineering project would be required to ensure a new unit is compatible with the Electric Plant's system. He noted that the repair needs to be completed as soon as possible to avoid a capacity credit penalty from the IMEA while the boiler is offline.

The Council requested a formal cost estimate to buy a new pump at a future date; and asked about testing measures for the other pumps to gauge their continued viability. Mr. Keys explained that vibration testing is routinely conducted, and identification of leaks is done on a visual basis. A plan was requested at budget time to prioritize the pump overhauls so the Council can proactively plan for repair work instead of doing it on an emergency basis.

There being no public comment, Trustee Apatoff, seconded by Trustee Lanphier, moved to adopt Resolution No. R-8-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

9) Old Business. None.

10) New Business.

- a) Public Hearing: Alexandra Kaehler Interior Design Special Use Permit - 928 Green Bay Road (Policy Direction). President Rintz opened the Public Hearing at 7:45 PM. Mr. Schoon reviewed the history of this special use permit, which was approved for a two year term by the Village Council in 2018, based upon the recommendation of the Plan Commission.

The applicant, Alex Kaehler said she had considered moving to a new space across the street for significant rent savings; however, she was deterred because she did not want to go through the special use permit application all over again for the new space. Attorney Friedman explained that the requirement to apply for a new special use permit for a business that moves is based upon notice provisions in the Zoning Ordinance and State Statute, as the list of those who need to be notified would be changed somewhat by a change in location. Trustee Cripe suggested the Council consider amending the permitted uses in Hubbard Woods so a design studio would be allowed in the Hubbard Woods Design and Dine District. President Rintz agreed that a future Council discussion on uses should be held to help the district to carve out its identify.

There being no public comment, President Rintz closed the Public Hearing at 7:55 PM.

The Council agreed to renew the special use permit without conditions.

Trustee Coladarci, seconded by Trustee Cripe, moved to direct staff to prepare an approval Ordinance for the Alexandra Kaehler Interior Design special use permit. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- b) Phase 3 Streetscape: Contractor and Preliminary Pricing Update. Mr. Bernahl reviewed the lessons learned from the first two phases of Streetscape, which will enhance completion of Phase III on Lincoln Avenue north of Elm Street.

Ms. Mariano gave an overview of the existing conditions on Lincoln Avenue, including mismatched pavements and ADA issues. The Phase III design proposes narrowing the street by 12 inches and widening the sidewalks by six inches on each side to provide better pedestrian space and protect 17 existing trees. The trees to be removed are generally poor quality or in bad condition; the plan has been vetted by the Environmental & Forestry Commission. Next, she reviewed in detail the lighting plan, proposed intersection and alley bump-outs, planters, and bicycle parking.

Mr. Bernahl explained that water main replacements were planned to take advantage of the street disturbance for the Phase III Streetscape project; the Council is scheduled to approve the water main work as part of the Annual Street Rehabilitation Program. The Phase III project is expected to be substantially complete by early June if the weather permits.

Trustee Apatoff expressed concern with: (i) the number of light poles proposed; (ii) the narrowing of Lincoln Avenue (iii) clear zones for pedestrians; and (iv) the location of the bike racks.

Mr. Bernahl explained that the Village has planned the lighting to comply with recommended safety protocols, noting that because there are many mature trees on Lincoln Avenue, the effect will be different from the Phase I lighting on Chestnut Street. One proposed roadway light has already been removed at the corner of Elm and Lincoln to lower the impact of the lighting; in addition, the bollards will be dimmed. Ms. Mariano said the shorter lights present a challenge to provide safe lighting, and that is why there are so many pedestrian light poles on Lincoln Avenue – she demonstrated the impact with a photometric slide. She said the building faces are planned to be free for pedestrian passage with a six-foot walking distance. Manager Bahan noted that the expanded corners will better accommodate outdoor dining; all sidewalk cafes need approval from the Village and are monitored by Staff throughout the summer months.

Ms. Mariano explained that the bike racks are being placed in the bump-outs and buffered by planters and trash receptacles because the spaces are too small to be used for outdoor dining.

President Rintz called for public comment.

Terry Dason, Chamber of Commerce Director. Ms. Dason commended the Council for Phase I and II Streetscape completion and noted that she has never heard a negative comment from businesses or residents.

Next, Ms. Kazenas read an email comment from Betty Skalski urging the Village to save the bricks contained in a commemorative paver installation on the northwest corner of Elm Street and Lincoln Avenue.

Ms. Mariano explained that the memorial paver installation contains over 1,000 engraved, pre-cast concrete bricks; the material is not very durable and cannot be re-used in the Phase III project. The contractor has been asked to carefully remove the bricks and deliver them to the Village to allow donors to pick up their bricks if desired. The memorial paver donors will be acknowledged in the new Streetscape plan.

President Rintz asked Ms. Mariano to develop a couple of reconfigurations of the bollards for circulation to the Council.

After a final Council discussion, Trustee Cripe, seconded by Trustee Swierk, moved to direct Staff to develop a new construction contract proposal with ALamp Concrete Contractors for the Lincoln Avenue Streetscape and to move forward with procurement of long lead-time items, all for future final Council approval. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- c) Resolution No. R-12-2021: Purchase of Pedestrian Lighting and Banner Attachments (Adoption). Mr. Bernahl explained that these lights were used in Phase I and II and they take a long time to develop. The Subject Resolution would approve their purchase at this time, at prices within the Streetscape budget.

Trustee Swierk, seconded by Trustee Cripe, moved to adopt Resolution No. R-12-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

11) Appointments. None.

12) Closed Session. None.

13) Adjournment. Trustee Dearborn, seconded by Trustee Apaptoff, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apaptoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None. The meeting adjourned at 9:16 PM.

Recording Secretary

DRAFT

**MINUTES
WINNETKA VILLAGE COUNCIL
SPECIAL VIRTUAL MEETING
January 21, 2021**

(Approved: xx)

A record of a legally convened special meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Thursday, January 21, 2021 at 6:15 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Manager Bahan called the roll. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, and John Swierk. Absent: Trustee Penfield Lanphier. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, and no persons in the audience.
- 2) Public Comment. None.
- 3) Closed Session for the Purpose of Discussing Personnel Pursuant to Section 2(c)(1) of the Open Meetings Act.

Trustee Apatoff moved to adjourn into Closed Session to discuss Personnel, pursuant to Section 2(c)(1) of the Illinois Open Meetings Act, and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. Trustee Coladarci seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

The Council adjourned into Closed Session at 6:20 PM

- 4) Adjournment. The special meeting adjourned at 7:30 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
SPECIAL VIRTUAL MEETING
January 26, 2021**

(Approved: xx)

A record of a legally convened special meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, January 26, 2021, at 6:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, and John Swierk. Absent: Trustee Penfield Lanphier. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, and no persons in the audience.
- 2) Public Comment. None.
- 3) Closed Session for the Purpose of Discussing Personnel Pursuant to Section 2(c)(1) of the Open Meetings Act.

Trustee Swierk moved to adjourn into Closed Session to discuss Personnel, pursuant to Section 2(c)(1) of the Illinois Open Meetings Act, and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. Trustee Apatoff seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

The Council adjourned into Closed Session at 6:02 PM

- 4) Adjournment. The special meeting adjourned at 7:21 PM.



Agenda Item Executive Summary

Title: Approval of Warrant List Dated January 29 - February 11, 2021

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 02/16/2021

Consent: YES NO

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

Item History:

None.

Executive Summary:

The Warrant List dated January 29 - February 11, 2021 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated January 29 - February 11, 2021.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-22-2021: Authorizing a Purchase Order for the Commercial District Floral Program (Adoption)

Presenter: Andrew Lueck, Village Forester

Agenda Date: 02/16/21

Consent: YES NO

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

Item History:

2021 budgeted item.

Executive Summary:

In 2013, the Village initiated a hanging basket floral program to beautify the Village's commercial districts. The initial contract included 120 hanging baskets; and in 2014, 13 ground planters were added in the Hubbard Woods District. In 2016, an additional 8 ground planters were added to the Central Business District. For 2018, 10 ground planters for the winter months were added to the program.

Staff bid the multi-year contract (2019-2021) in the summer of 2018 with the option of two, one-year extensions based on performance. The annual contractual cost includes summer baskets and planters, winter planters and maintenance. Staff solicited pricing for three hanging basket and ground planter concepts to allow flexibility in changing the annual appearance. The Village entered into a three-year contract with Christy Webber Landscapes for the Commercial District Floral Program for an amount not to exceed \$35,570.00.

Under the original contract in 2019, a total of 21 ground planters and 120 hanging baskets were to be maintained through the summer months. Additionally, the contract included the placement of winter color arrangements in 10 ground planters for maintenance during the winter months. The contractual agreement requires procurement of planting material, growth of plants in a controlled greenhouse environment prior to placement in the spring, installing plants in all baskets and planters, and regular watering, maintenance, and deadheading of all locations for a minimum of a 5-month period.

Executive Summary (continued):

As part of streetscape construction in 2020, 23 ground planters were added to Elm and Chestnut Streets. An estimated 15 additional ground planters will be added to Elm and Lincoln as part of streetscape construction in 2021. Winter color arrangements will also be placed in all 38 ground planters. The number of hanging baskets has been reduced from 120 to 108 due to the elimination of baskets in the new streetscape.

In addition, Christy Webber will replace soil and structural materials in the 23 ground planters installed in 2020 and install new materials in the ground planters to be installed in 2021. While outside of the original contract scope of work, utilizing Christy Webber to complete this work will maximize efficiency and ensure plant uniformity amongst all types of planters.

Due to the increased cost of planting and maintaining the new streetscape ground planters, a revised cost estimate was submitted by Christy Webber. The cost is detailed below.

Planter and basket planting and maintenance for 2021 - \$52,574
Removal and replacement of materials in ground planters - \$6,449
2021 total contract price - \$59,023

The FY 2021 budget includes \$60,000 in account 100.30.26-545 for the floral program. The revised total program cost remains within this budgeted amount.

Recommendation:

Consider adoption of Resolution No. R-22-2021 authorizing the Village Manager to issue a purchase order to Christy Webber Landscapes to complete the 2021 Business District Floral Program for an amount not to exceed \$60,000 per year.

Attachments:

1. Resolution No. R-22-2021
2. 2021 Revised Floral Contract Pricing from Christy Webber

Attachment 1

R-22-2021

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO CHRISTY WEBBER & COMPANY FOR THE COMMERCIAL DISTRICT FLORAL PROGRAM

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

WHEREAS, in 2019, the Village entered into a three-year agreement ("***Agreement***") with Chirsty Webber & Company d/b/a Christy Webber Landscapes ("***Contractor***") for the maintenance of floral hanging baskets and ground planters in the Village's commercial districts ("***Work***"); and

WHEREAS, since entering into the Agreement with the Contractor, the Village has added 23 ground planters in the Village's commercial districts, and reduced the hanging baskets from 120 to 108; and

WHEREAS, the Contractor has agreed to perform the Work on the increased ground planters as well as the remaining floral hanging baskets at the rates set forth in the proposal attached and incorporated into this Resolution as **Exhibit A** ("***Amended Scope of Work***"); and

WHEREAS, the Village Council desires to approve a purchase order for the completion of the Amended Scope of Work in an amount not to exceed \$60,000, according to the terms of the Agreement; and

WHEREAS, the Village has appropriated sufficient funds for the completion of the Amended Scope of Work; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to authorize the completion of the Amended Scope of Work;

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

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

SECTION 2: AUTHORIZATION TO ISSUE PURCHASE ORDER. The Village Council authorizes the Village Manager to issue a purchase order for the Amended Scope of Work to the Contractor in an amount not to exceed \$60,000.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this ___ day of February, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

Attachment 2

EXHIBIT A

REVISED CONTRACT PRICING



Proposal

Proposal: Bu20263

Date: 12/22/2020

Christy Webber & Company
2900 W. Ferdinand Street
Chicago, IL 60612

www.christywebber.com

Estimator: Ben Ubben
Phone: (773) 533-0477

Client Info:
Client Name: Village of Winnetka
Client Contact: Jim Stier
Site Address: 1390 Willow Rd Winnetka

Scope of Work

2021 Hanging Baskets and Ground Planters

Description of Services	Quantity	UOM	Extended Price
-------------------------	----------	-----	----------------

Summer Commercial District Planters and Hanging Baskets

Ground Planters	\$110.00	21.0	EA	\$2,310.00
New Street-scape Ground Planters	\$150.00	23.0	EA	\$3,450.00
Hanging Baskets	\$98.00	108.0	EA	\$10,584.00
Planter and Hanging Basket Watering and Maintenance/Month	\$4,265.00	5.0	EA	\$21,325.00
<i>15 Additional Lincoln Street-scape Ground Planters</i>	<i>\$150.00</i>	<i>15.0</i>	<i>EA</i>	<i>2,250.00</i>

Winter Commercial District Planters

Ground Planters	\$275.00	10.0	EA	\$2,750.00
New Streetscape Ground Planters	\$295.00	23.0	EA	\$6,785.00
Planter Maintenance x 2 Months <small>(removal of dead/damaged materials, adjustments to display, and removal of debris)</small>	\$435.00	2.0	EA	\$870.00
<i>15 Additional Lincoln Street-scape Ground Planters</i>	<i>\$150.00</i>	<i>15.0</i>	<i>EA</i>	<i>2,250.00</i>

Additional Labor \$40.00/hour

TERMS AND CONDITIONS

TIME:

This estimate is based on the use of 1 crew. Crew size may vary depending on the task but this will NOT change the estimate total. If more or less days are worked the total estimate will remain the same.

WEATHER:

Weather is always a factor to be considered by Christy Webber Landscapes & their subcontractors. As a result, weather conditions may affect the schedule/progress of any job throughout the season. Christy Webber Landscapes will do their best to inform you of any changes, but please be aware that weather may conflict with any deadline.

WATERING: ALL plants need water! Please take responsibility for watering your plants DURING & AFTER installation. A plant's success is most frequently attributed to the provision of water. Not watering your plants will invalidate your guarantee (guarantee details below). Checking both the plants AND soil on a regular basis THROUGHOUT the season, even if you have an irrigation system, will help you know whether they are too dry OR even too wet. A plant care fact sheet is also available from Christy Webber Landscapes that offers tips for watering and general care

Proposal

(see www.christywebber.com)

CONTRACT TERMS:

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon accidents, delays, or product unavailability beyond our control. We reserve the right to make necessary substitutions.

LIMITED GUARANTEE:

No adjustments or replacements will be made until the agreed-upon contract is paid in full. Due to their delicate nature, there are NO guarantees on transplanted material, perennials, boxwoods, rhododendrons, hollys, ground cover, roses, annuals, indoor plants or sod. All other plant material provided by us shall be replaced only if the plant material or our planting method is found to be defective within one (1) year of the contract date. No guarantee on replacements. All hardscape material purchased and installed by Christy Webber Landscapes will be guaranteed for three (3) years from the date of installation. All carpentry work completed by Christy Webber Landscapes will be guaranteed for one (1) year from date of installation. This guarantee covers installation or product defects only; it does not include damage from misuse or acts of nature. Failure to make payment according to the terms of this contract shall invalidate any warranty.

PAYMENT TERMS:

DOWN PAYMENT is due upon contract acceptance, in the amount of \$_____ An additional \$_____ will be due at 50% completion. Payment of the balance due shall be made within 10 days of completion. Payments may be made by VISA, MasterCard, or check. Late payments of the balance will result in a 1.5% late charge (18% annually) assessed monthly until paid in full. At our discretion, based upon the size of the contract and the duration of the project, you may receive a progress billing at 75% completion of the project. A final billing will be made at completion of the project. Payment of the balance due shall be made within 10 days of completion.

ACCEPTANCE OF PROPOSAL:

The proposed prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment shall be made as outlined above. In the event of a default of payment, I shall be liable for your reasonable attorney fees and court costs incident to collection of any unpaid balances. This proposal may be withdrawn by C.W.L. if not accepted within 20 days.

BY SIGNING BELOW, THIS ESTIMATE SERVES AS MY CONTRACT:

Owner/Authorized Agent Signature: _____ Date: _____

Christy Webber & Co. Signature:  Date: 1/6/2021

To make a payment, please visit <https://www.christywebber.com/pay-invoice-cwl>

or contact Accounting directly at 773-533-0477, extension 1286

Credit Card information to be faxed to secure line- 773-533-0670



Proposal

Proposal: bu202055-A

Date: 10/12/2020

Christy Webber & Company
2900 W. Ferdinand Street
Chicago, IL 60612

www.christywebber.com

Estimator: Ben Ubben
Phone: (773) 533-0477

Client Info:
Client Name: Village of Winnetka
Client Contact: Jim Stier
Site Address: 1390 Willow Rd Winnetka

Description of Services	Quantity	UOM	Extended Price
Removal of materials in remaining existing planters			
Removal of existing material in planters and clear drainage	17.0	EA	
Total			\$ 1,105.00
Refill existing planters and filling new planters on Lincoln			
Planter fill – lave rock, filter fabric and potting soil	32.0	EA	
Total			\$5,344.00

TERMS AND CONDITIONS

Proposal Total:	\$ 6,449.00
------------------------	--------------------

TIME:

This estimate is based on the use of 1 crew. Crew size may vary depending on the task but this will NOT change the estimate total. If more or less days are worked the total estimate will remain the same.

WEATHER:

Weather is always a factor to be considered by Christy Webber Landscapes & their subcontractors. As a result, weather conditions may affect the schedule/progress of any job throughout the season. Christy Webber Landscapes will do their best to inform you of any changes, but please be aware that weather may conflict with any deadline.

WATERING: ALL plants need water! Please take responsibility for watering your plants DURING & AFTER installation. A plant's success is most frequently attributed to the provision of water. Not watering your plants will invalidate your guarantee (guarantee details below). Checking both the plants AND soil on a regular basis THROUGHOUT the season, even if you have an irrigation system, will help you know whether they are too dry OR even too wet. A plant care fact sheet is also available from Christy Webber Landscapes that offers tips for watering and general care (see www.christywebber.com)

CONTRACT TERMS:

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon accidents, delays, or product unavailability beyond our control. We reserve the right to make necessary substitutions.

LIMITED GUARANTEE:

No adjustments or replacements will be made until the agreed-upon contract is paid in full. Due to their delicate nature, there are NO guarantees on transplanted material, perennials, boxwoods, rhododendrons, hollies, ground cover, roses, annuals, indoor plants or sod. All other plant material provided by us shall be replaced only if the plant material or our planting method is found to be defective within one (1) year of the contract date. No guarantee on replacements. All hardscape material purchased and installed by Christy Webber Landscapes will be guaranteed for three (3) years from the date of installation. All carpentry work completed by Christy Webber Landscapes will be guaranteed for one (1) year from date of installation. This guarantee covers installation or product defects only; it does not include damage from misuse or acts of nature. Failure to make payment according to the terms of this contract shall invalidate any warranty.

PAYMENT TERMS:

DOWN PAYMENT is due upon contract acceptance, in the amount of \$_____ An additional \$_____ will be due at 50% completion. Payment of the balance due shall be made within 10 days of completion. Payments may be made by VISA, MasterCard, or check. Late payments of the balance will result in a 1.5% late charge (18% annually) assessed monthly until

Christy Webber & Company
2900 W. Ferdinand Street
Chicago, IL 60612

Proposal



www.christywebber.com

paid in full. At our discretion, based upon the size of the contract and the duration of the project, you may receive a progress billing at 75% completion of the project. A final billing will be made at completion of the project. Payment of the balance due shall be made within 10 days of completion.

ACCEPTANCE OF PROPOSAL:

The proposed prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment shall be made as outlined above. In the event of a default of payment, I shall be liable for your reasonable attorney fees and court costs incident to collection of any unpaid balances. This proposal may be withdrawn by C.W.L. if not accepted within 20 days.

BY SIGNING BELOW, THIS ESTIMATE SERVES AS MY CONTRACT:

Owner/Authorized Agent Signature: _____ Date: _____

Christy Webber & Co. Signature: _____ Date: _____

To make a payment, please visit <https://www.christywebber.com/pay-invoice-cwl>

or contact Accounting directly at 773-533-0477, extension 1286

Credit Card information to be faxed to secure line- 773-533-0670



Agenda Item Executive Summary

Title: Resolution No. R-23-2021: Approval of an Amendment to Contracts for the Purchase of Parkway Trees (Adoption)

Presenter: Andrew Lueck, Village Forester

Agenda Date: 02/16/2021

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

Consent: YES NO

Item History:

2021 Budgeted Item.

Executive Summary:

On January 31, 2019 the Village received bids for the 2019 Parkway Tree Planting Program. The scope of the Parkway Tree Planting contract included growing, supplying, and planting parkway trees within the Village.

The contract was structured to allow the Village to award the bid to one or more bidders, on the basis of lowest bid per tree species. The Village awarded contracts to both St. Aubin Nursery and Acres Group pursuant to this bid structure. The original contract included the option of extending the contract for two additional single year terms (2020 & 2021) based upon performance and agreement by all parties. The contract was extended into 2020 for both parties.

Both contractors have satisfactorily completed their contractual work in 2019 and 2020, and have expressed a desire to renew their contracts for the 2021 season. Acres Group has agreed to renew their contract at the 2019 bid prices. St. Aubin Nursery has expressed a need to increase prices by a median increase of 13.1% per tree above the 2019 bid prices in order to renew their contract. The price increase is due to increased costs from St. Aubin's suppliers, increased staffing costs, and COVID-19 effects. Staff agrees that this price increase is reasonable, and will still allow the Village to purchase its desired number of trees within budget.

The FY 2021 budget includes \$60,000 in account 100.30.26-545 for tree planting. Staff recommends approving the optional one year extension of the contract with St. Aubin Nursery and Acres Group for the 2021 season. The Village anticipates the planting of approximately 207 parkway trees within the Village in 2021.

Recommendation:

Consider adopting Resolution No. R-23-2021 authorizing the Village to award the optional one year extension of the existing contract and extending pricing pursuant to Bid Number 019-003 with Acres Group and St. Aubin Nursery for amounts not to exceed \$60,000.

Attachments:

1. Resolution No. R-23-2021
2. St. Aubin Nursery Contract Extension Letter
3. Acres Group Contract Extension Letter

Attachment 1

R-23-2021

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACTS WITH ACRES ENTERPRISE, LLC AND ST. AUBIN NURSERY & LANDSCAPING, INC. FOR THE PURCHASE OF PARKWAY TREES

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

WHEREAS, on _____, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village awarded contracts to Acres Enterprise, LLC d/b/a Acres Group (“*Acres Group*”) and St. Aubin Nursery & Landscaping, Inc. (“*St. Aubin*”) for the purchase and planting of parkway trees (“*Services*”), which Contracts were extended for the provision of the Services through 2020; and

WHEREAS, the Village desires to further extend the Contracts for the provision of the Services by Acres Group and St. Aubin through 2021, and amend the Contract with St. Aubin to increase the costs associated with the Services in an amount not to exceed 13.1% (collectively, the “*Amended Contracts*”); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Amended Contracts with Acres Group and St. Aubin, respectively;

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

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

SECTION 2: APPROVAL OF AMENDED CONTRACTS. The Village Council hereby approves the Amended Contracts in final forms to be approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE AMENDED CONTRACTS. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Amended Contracts after receipt by the Village Manager of two executed copies of the final Amended Contracts from Acres Group and St. Aubin, respectively; provided, however, that if the Village Manager does not receive two executed copies of the respective final Contracts from Acres Group or St. Aubin within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the applicable Contract will, at the option of the Village Council, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

{00118696.1}

ADOPTED this ____ day of February, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

St. Aubin

NURSERY

Native Plant Specialists

January 11, 2021

Village of Winnetka
Attn: Andrew Lueck

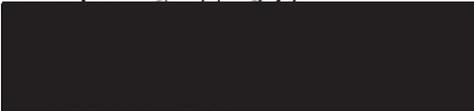
Dear Mr. Lueck,

We are agreeable to a year extension of our current contract with Winnetka, with some price increases (please see attached price schedule).

We have had price increases from all of our suppliers over the past year, in addition to labor increases. Much of which is Covid related.

As always, we appreciate your business. If you have any questions, please feel free to contact me.

Respectfully, 


Todd Sullivan
President

Kirkland Farm
35445 Irene Rd.
Kirkland, IL 60146

815.522.3535
F: 815.522.6663

info@staubin.com
www.StAubin.com

100
Years
1913-2013

<u>Species</u>	<u>Size</u>	Furnished and Planted Total Cost Per Tree
Bald Cypress	2"	\$ 265.00
	3"	\$ 385.00
Beech	2"	\$ 300.00
	3"	NA
Birch, Whitespire	2"	\$ 259.00
	3"	\$ 379.00
Blackgum	2"	\$ 330.00
	3"	\$ 445.00
Buckeye, Ohio	2"	\$ 249.00
	3"	\$ 379.00
Buckeye, Red	2"	NA
	3"	NA
Catalpa	2"	\$ 310.00
	3"	\$ 389.00
Crabapple, red jewel	2"	NA
Crabapple, Royal Raindrop	2"	NA
Dawn redwood	2"	NA
	3"	NA
Dogwood, corneilan cherry	2"	NA
Elm, Hybrid	2"	\$ 279.00
	3"	\$ 360.00
Ginkgo	2"	\$ 320.00
	3"	NA
Hackberry	2"	\$ 280.00
	3"	\$ 389.00
Hickory, bitternut	2"	NA
		NA
Hickory, shagbark	2"	\$ 585.00
	3"	NA
Hophornbeam	2"	\$ 320.00
Hornbeam, American	2"	\$ 295.00
	3"	NA
Hornbeam, European upright	2"	NA
Horsechestnut	2"	NA
Katsura tree	2"	NA
Kentucky Coffeetree	2"	\$ 309.00
	3"	NA
Lilac, Japanese Tree	2"	\$ 330.00
Lilac, Peking	2"	\$ 330.00
Linden, Silver	2"	NA

London Planetree	2"	\$ 310.00
	3"	NA
Magnolia - Tree Form	2"	\$ 290.00
Maple, Tatarian	2"	\$ 280.00
Maple, paperbark	2"	NA
Maple, Sugar	2"	\$ 310.00
	3"	\$ 399.00
Oak, Chinquapin	2"	\$ 279.00
	3"	\$ 389.00
Oak, Shingle	2"	\$ 269.00
	3"	\$ 389.00
Oak, Regal Prince	2"	\$ 289.00
Swamp White Oak	2"	\$ 280.00
	3"	\$ 395.00
Redbud, Eastern	2"	\$ 320.00
Serviceberry	2"	\$ 290.00
Smoketree	2"	NA
Sweetgum	2"	NA
	3"	\$ 380.00
Tuliptree	2"	\$ 310.00
	3"	\$ 385.00
Witch Hazel	2"	\$ 340.00
Yellowwood	2"	NA
	3"	NA

Attachment 3



610 W. Liberty Street
Wauconda, IL 60084
Ph: 847-526-4554
Fax: 847-526-4596

250 N. Garden Avenue
Roselle, IL 60172
Ph: 630-351-4336
Fax: 630-351-0148

23940 W. Andrew Road
Plainfield, IL 60585
Ph: 815-439-2022
Fax: 815-609-3643

Mr. Andrew Lueck
Village of Winnetka
510 Green Bay Rd
Winnetka, IL 60093

Dear Mr. Lueck,

This letter is to inform you that The Acres Group would be willing to extend the Parkway Tree Contract into 2021. The same pricing would be in effect as last year.

We appreciate your business and hope we can continue working with Winnetka in 2021.

Respectfully,



Jeff Dumas
Acres Group



Agenda Item Executive Summary

Title: Resolution No. R-27-2021: Streetscape Sign Purchase (Adoption)

Presenter: James J. Bernahl, Director of Engineering/Village Engineer

Agenda Date: 02/16/2021

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

Consent: YES NO

Item History:

- 2021 Budget Item: Account No. 420.15.01-650 (\$405,000)
- 2018 Adopted the Master Streetscape and Way-finding Plan

Executive Summary:

In 2018, the Village Council approved the Master Streetscape and Way-Finding Plan and requested the Design Review Board to further study a draft graphic identity image as well as the gateway and wayfinding sign designs proposed in the Downtown Master Plan. The sign designs approved by the Design Review Board have been incorporated into signage elements (e.g. parking identity, parking directional, and business directory kiosks), and included as part of the Phase 3 streetscape improvements. Parvin-Clauss is the sign company Teska Associates has been working with to develop the sign package and concepts.

The Village has budgeted for the manufacturing and placement of way-finding signs, business kiosks, and a commemorative donor sign as part of the Master Streetscape and Way-finding Plan. Representatives from Teska and Village staff have worked closely with the Parvin-Clauss Sign Company in the development of the pricing for the signs, kiosks, and donor plaque.

Because the design and manufacture of these signs are so critical to the Streetscape design, staff is recommending that the Village Council authorize waiving of the bidding process and awarding a contract to Parvin-Clauss Sign Company to manufacturer the way-finding signs, business kiosks, and commemorative donor plaque sign. In the 2021 budget, the Village allocated \$405,000 (Account No. 420.15.01-650) for the purchase and placement of signs and business kiosks in the Elm Street Business District. Staff believes that Parvin-Clauss will continue to meet the Village's expectations on the manufacturing and placement of these elements.

Recommendation:

Consider adopting Resolution No. R-27-2021, waiving bidding and approving the contract with Parvin-Clauss Sign Company for the purchase of way-finding signage, business kiosks, and donor plaque for a not to exceed amount of \$80,655.

Attachments:

1. Resolution No. R-27-2021
2. Teska cost worksheet
3. Parvin-Clauss Proposal

Attachment 1

R-27-2021

A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT WITH THE PARVIN-CLAUSS SIGN CO. INC. FOR THE MANUFACTURE AND PURCHASE OF SIGNS FOR THE VILLAGE'S DOWNTOWN STREETSCAPE AND SIGNAGE PLAN

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

WHEREAS, on June 19, 2018, the Village adopted the Downtown Streetscape and Signage Plan that articulates strategies to: (1) improve the pedestrian experience with a more walkable, bikeable and safe downtown; (2) improve the aging infrastructure to better support the new planning effort; (3) enhance the connectivity to storefronts and signage through sidewalk improvements and strategic elimination and repositioning of trees; (4) make the landscape more sustainable by bundling trees and planted material in areas more conducive to growth and survival; and (5) to encourage the intentional creation of more robust gathering spaces, allowing for outdoor dining/event opportunities and residents to congregate and better activate their community ("*Streetscape Plan*"); and

WHEREAS, the Streetscape Plan includes having manufactured wayfinding signs, business kiosks, and commemorative donor signs for the Elm Street Business District (collectively, the "*Signs*"); and

WHEREAS, Village's 2021 budget allocates \$405,000 for the purchase and placement of the signs in the Village; and

WHEREAS, the Village has previously retained Parvin-Clauss Sign Co. Inc. ("*Contractor*") on similar projects in the Village, and has been satisfied with the Contractor's previous performance; and

WHEREAS, Contractor has offered to enter into an agreement with the Village to provide and install the Signs in an amount not to exceed \$80,655.00 ("*Agreement*"); and

WHEREAS, pursuant to Sections 4.12.010 of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the Agreement with Contractor to provide and place the Signs in an amount not to exceed \$80,655.00; and

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

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

February 16, 2021

R-27-2021

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3 of the Village’s Purchasing Manual, and the Village’s home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Signs.

SECTION 3: APPROVAL OF AGREEMENT. The Village Council approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from the Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from the Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the Village Council, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law by two-thirds of the Trustees.

ADOPTED this 16th day of February, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

Attachment 2



VILLAGE OF WINNETKA - WAYFINDING SIGNAGE BUDGET

Prepared by Teska Associates 02/10/2021; Pricing per Parvin-Clauss sign proposal (02/08/2021)

ELM STREET DISTRICT - SELECT SIGNS

SIGN TYPE	QUANTITY	TOTAL COST	NOTES
KIOSK	2	\$21,980.00	Double-sided sign with dimensional elements, free-standing sign
PARKING IDENTITY	13	\$26,585.00	Graphic sign at front, Village standard color at back (Tavern Market Green), free-standing sign; Village to provide information about sign copy language
PARKING DIRECTIONAL	5	\$10,225.00	Graphic sign at front, Village standard color at back (Tavern Market Green), free-standing sign; Village to provide information about arrow directions
ENGINEERING FOR ALL SIGNS INCLUDING FOOTINGS		\$2,600.00	Parvin Clauss to provide engineering and footing design direction; Footings to be installed by the general contractor
COLOR SAMPLES FOR ALL SIGN COLORS		\$260.00	4X4 Aluminum chips with colors labeled at backside
SIGN PANEL MOCKUPS		\$1,790.00	1 Aluminum mockup for each sign type (front and back)
ATTIC STOCK	3 sets	\$3,230.00	1 set includes Village standard decorative pole, base and finial
DONOR SIGN - DOUBLE SIDED SIGN WITH CAST BRONZE PANELS		\$13,985.00	Cast bronze panels, includes (1) 12x12 mockup; Vector graphics by Teska

TOTAL	\$80,655.00
--------------	--------------------

ISSUE PO TO

Parvin-Clauss Sign Co.,Inc.
 165 Tubeway Drive
 Carol Stream, IL 60188
 630-510-2020
 36-3322946

PROPOSAL

ESTIMATE NUMBER: 6538 REVISION: B
 DATE: 2/8/2021
 Valid for 60 Days

BILL TO

Winnetka; Village of
 510 Green Bay Rd.
 Winnetka, IL 60093

SHIP TO

Winnetka; Village of
 510 Green Bay Rd.
 Winnetka, IL 60093

CUST. NO.	TERMS	SALESPERSON
002172	50% Deposit Required, Net 10 upon completion	House Account

DESCRIPTION	QUANTITY QUOTED	UOM	UNIT PRICE	TOTAL PRICE
PPCABSFNONILLUM Kiosk Furnish and install double-sided Business Kiosk Signs. -	2	EA	\$10,990.00	\$21,980.00
PPCABSFNONILLUM Parking Identity Furnish and install single-sided Village Parking Identity Signs, each mounted to a new freestanding pole. -	13	EA	\$2,045.00	\$26,585.00
PPCABSFNONILLUM Parking Directional Furnish and install single-sided Village Parking Directional Signs, each mounted to a new freestanding pole. -	5	EA	\$2,045.00	\$10,225.00
DESIGN Design/Engineering Provide engineering services for foundations and connections of all sign types. -	1	EA	\$2,600.00	\$2,600.00
PPALNLSFDP Paint Samples Furnish paint samples for customer approval. -	1	EA	\$260.00	\$260.00
PPCABSFNONILLUM Sign Panel Mockups Fabricate sign panel mockups for customer review/approval. -	1	EA	\$1,790.00	\$1,790.00
PPCABSFNONILLUM Attic Stock: Poles/Finials/Bases Furnish and deliver (3) sets of sign poles with bases and finials. -	1	EA	\$3,230.00	\$3,230.00
PPCABSFNONILLUM Option A: D/F Donor - Cast Furnish and install (1) double-sided Donor Plaque Sign. Price includes (2) 24"x36" cast plaques and (1) 12"x12" sample plaque for customer approval. -	1	EA	\$13,985.00	\$13,985.00
PPCABSFNONILLUM Option A: D/F Donor - Etched Furnish and install (1) double-sided Donor Plaque Sign. Price includes (2) 24"x36" etched plaques and (1) 12"x12" sample plaque for customer approval. The price for this option will be: \$17,570.00 - - -	1	EA	\$0.00	\$0.00

ISSUE PO TO

Parvin-Clauss Sign Co.,Inc.
 165 Tubeway Drive
 Carol Stream, IL 60188
 630-510-2020
 36-3322946

PROPOSAL

ESTIMATE NUMBER: 6538 REVISION: B
 DATE: 2/8/2021
 Valid for 60 Days

BILL TO

Winnetka; Village of
 510 Green Bay Rd.
 Winnetka, IL 60093

SHIP TO

Winnetka; Village of
 510 Green Bay Rd.
 Winnetka, IL 60093

CUST. NO.	TERMS	SALESPERSON
002172	50% Deposit Required, Net 10 upon completion	House Account

PPCABSFNONILLUM Option B: S/F Donor - Cast Furnish and install (1) single-sided Donor Plaque Sign. Price includes (2) 24"x36" cast plaques and (1) 12"x12" sample plaque for customer approval. The price for this option will be: \$15,665.00 -	1	EA	\$0.00	\$0.00
PPCABSFNONILLUM Option B: S/F Donor - Etched Furnish and install (1) single-sided Donor Plaque Sign. Price includes (2) 24"x36" etched plaques and (1) 12"x12" sample plaque for customer approval. The price for this option will be: \$19,245.00 -	1	EA	\$0.00	\$0.00
PPCABSFNONILLUM Option A: D/F Donor - HPL Furnish and install (1) double-sided Donor Plaque Sign. Price includes (2) 24"x36" High Pressure Laminate (HPL) graphic panels and (1) 12"x12" sample HPL graphic panel for customer approval. The price for this option will be: \$9,375.00. -	1	EA	\$0.00	\$0.00
PPCABSFNONILLUM Option B: S/F Donor - HPL Furnish and install (1) single-sided Donor Plaque Sign. Price includes (2) 24"x36" High Pressure Laminate (HPL) graphic panels and (1) 12"x12" sample HPL graphic panel for customer approval. The price for this option will be: \$11,055.00. -	1	EA	\$0.00	\$0.00

SUBTOTAL:	\$80,655.00
TOTAL ESTIMATED TAXES:	\$0.00
TOTAL FOR PROPOSAL:	\$80,655.00

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Please review this proposal and any accompanying design sketches if for size dimensions, colors, copy and quality, and bring any required changes to our attention. Please note that significant changes may result in revision of quoted price and timeline. To proceed, please endorse below and return along with a signed copy of the design sketch (if applicable) to signify acceptance of this proposal and its related terms and conditions. Production will not be scheduled until both documents have been received and permits have been approved (if applicable), thus authorizing us to proceed with fabrication as described above.

Pricing shown does not include:

Any engineering required by the local municipality.

Any insurance required in addition to our standard insurance coverages. If additional insurance coverage is required, it will be added to the price of this quote plus 10%. This includes, but is not limited to requests for special endorsements, primary, non-contributory umbrella coverage, waivers of subrogation, performance and payment bonds.

Applicable sign permits. If permits are required by the municipality prior to installation, the charges for permits and procurement will be added to the final invoice as a separate cost.

This Agreement assumes that installation will involve normal access to the sign(s) location, good soil and wall conditions.

In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.

Parvin-Clauss Sign Co., Inc. is not responsible for damage to private utilities, including but not limited to: underground sprinkler systems, property lighting unless marked properly in advance by owner.

Customer shall bring electrical feed wires of suitable capacity and approved type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible for the supply thereof.

Should this order be canceled for any reason, buyer agrees to pay seller for any time and materials incurred to date including, but not limited to: design sketches, permit municipality fees and procurement, site surveys/checkouts, etc.

Thank you for the opportunity to present this quotation for your signage needs. Our services are customized to meet the goals, guidelines and deadlines of your sign project. At Parvin-Clauss Sign Company, your image is our priority, and commitment to quality is our promise. If you have any questions regarding this proposal, please do not hesitate to call or e-mail your sales contact(s).

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TERMS AND CONDITIONS

This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Seller shall not be responsible for errors in plans, designs, specifications, and drawings furnished by Buyer or for defects caused thereby.

Warranty: This agreement carries a 1 year warranty on parts and labor, except for standard manufactured lamps. The display is warranted to be free from functional defects in materials and workmanship at the time of original delivery. The foregoing warranties shall not apply if the equipment has been repaired, other than by Seller or a service facility designated by the Seller, or altered by anyone other than Seller, or if the equipment has been subject to abuse, misuse, negligence, accident, vandalism, acts of God or natural disasters beyond Seller's reasonable control. Seller shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there are any circumstances on which a claim might be based, Seller must be informed immediately or the provisions of this warranty may be voided.

Title: Title to all materials and property covered by this agreement shall remain in Seller and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. Seller is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, Seller may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in this construction of said equipment and any and all property called for in this contract without being deemed guilty of trespass.

Damage: Should any loss, damage or injury result to said display, from any cause whatsoever, while in possession of Buyer or his agents, such loss, damage or injury shall not relieve the Buyer from the obligation to pay for the same according to the terms of this agreement.

Default: Seller and Buyer mutually recognize that Display is not an article of general trade or utility but is designed and is to be constructed, installed and maintained at the request and for the special distinctive uses and purposes of Buyer, that Display is of no value to Seller except as so used, and that is a material consideration to Seller. If during the term of this agreement bankruptcy, reorganization or insolvency proceedings are commenced by or against Buyer, or if Buyer makes an assignment for the benefit of creditors, or if Buyer discontinues business in the premises where Display is located, Seller may at his option declare the entire unpaid balance immediately due and payable. In the event Seller may employ an attorney to recover Display or collect any sums due under this Agreement, Buyer agrees to pay in addition to all sums found due from Seller, a reasonable attorney's fee, and all costs of suit, collection costs and all other expenses incurred in enforcing this Agreement. All overdue payments under this Agreement which are in arrears more than ten days following due date under (b) herein, shall bear interest at the rate of 18% per annum accumulated monthly provided that such delinquent charges shall be at least \$1 per month.

Authority of Agent: It is understood and agreed that this agreement contains the entire contract between the parties and that no representative of Seller has authority to change or modify any terms or representations herein stated. This agreement shall not be considered as executed until signed by or on behalf of Buyer and approved by an executive officer of Seller.

Delivery: The construction and installation of the display shall be subject to delay by strikes, fires, unforeseen commercial delays or acts of God, or regulations or restrictions of the government or public authorities or other accidental forces, conditions or circumstances beyond control of Seller.

Inspection: Buyer shall inspect the display immediately upon installation, and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days after installation, the display shall be deemed in all respects approved and satisfactory to Buyer.

Permits and Licenses: Seller shall assist Buyer in obtaining all original permits and licenses from public authorities for the installation of the display. Buyer shall obtain the necessary permits from the owner of the premises and others, whose permission is required for the installation of the display and is responsible that such permission is not revoked. Revocation of any permit required for the installation and maintenance of display shall not relieve buyer from the payment of all sums due in accordance with the terms of this agreement. Buyer agrees to obtain all necessary permission for use of all registered trademarks or copyrights used on the display, and agrees to indemnify Seller against any claims in connection therewith.

Service Wiring: Cost of Electricity: Reinforcement of Building: Physical Conditions: Buyer shall bring feed wires of suitable capacity and approved

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type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible le for the supply thereof. Buyer shall provide for necessary reinforcements to the building on which Display is installed. Buyer shall pay for costs of relocating power lines, or other obstacles to comply with laws of Federal, State or Municipal Agencies. **This Agreement assumes that installation will involve normal access, soil, and wall conditions. In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.**

X _____



Agenda Item Executive Summary

Title: Resolution No. R-29-2021: Phase 3 Streetscape Contracts (Adoption)

Presenter: James J. Bernahl, Director of Engineering/Village Engineer

Agenda Date:

02/16/21

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Consent:

YES

NO

Item History:

The 2021 Budget has allocated \$1,320,000 (Account No. 420.15.01-650) for construction of the Lincoln Avenue Streetscape Project, Phase 3.

Executive Summary:

At the January 19, 2021 Council Meeting, staff requested the Council's approval to waive bidding requirements for construction of the Phase 3 Streetscape Project (Lincoln Avenue, north of Elm Street), and to negotiate a contract with ALamp Concrete, Inc. using the awarded Streetscape Phase I and II contract pricing from 2019. ALamp has provided a letter to the Village indicating that they agreed to maintain the 2019 pricing.

The scope of the Lincoln Avenue Streetscape Project is consistent with the Phase 1 & 2 projects. The project will take place on Lincoln Avenue between the intersection of Elm Street and Lincoln Avenue and the entrance of the Lincoln Avenue parking lot. This project will include the removal and replacement of the public sidewalks and curbs, enhanced larger gathering areas at the northwest and northeast corners of the intersection of Elm Street and Lincoln Avenue, other gathering areas in designated locations, installation of new pedestrian lights, installation of new electrical outlets and controller for pedestrian and holiday lighting enhancements, placement of structural soil for new parkway trees and planting areas, replacement of a portion of the 20-inch water main, water service improvements, and roadway resurfacing and striping.

The Village Council directed staff and the design team to work with ALamp Concrete Contractors, Inc. to finalize quantities and costs for the Lincoln Avenue Streetscape Project, Phase 3. Staff believes that the Contractor has worked in good faith to develop the final costs and has met this obligation. Similar to the previous Streetscape Phases the Village will purchase the paver bricks, pedestrian street lights, and the controller for the new electrical enhancements.

Executive Summary (continued):

The 2021 Village Budget contains \$1,320,000 for the construction of the Lincoln Avenue Streetscape Project, Phase 3 in the Downtown Revitalization Fund (Account No. 420.15.01-650). The design team has completed an estimate of probable construction cost and found the proposed bid from ALamp Concrete to be reasonable and below the anticipated budgeted amount.

Considering the contractor's familiarity with the scope of the Streetscape improvements, the contractor and subcontractors' overall knowledge of the project and the Village's expectations, and the contractor's agreement to maintain the favorable bid pricing received in 2019, staff recommends awarding the contract for construction services to ALamp Concrete Contractors, Inc. for an amount not to exceed \$1,235,662.35.

Recommendation:

Consider adopting Resolution No. R-29-2021, approving the contract with ALamp Concrete Contractor's, Inc for construction services for the Lincoln Avenue Street Streetscape Project for a not to exceed amount of \$1,235,662.35.

Attachments:

1. Resolution No. R-29-2021
2. Contract for Construction Services
3. ALamp Concrete Inc. letter for Pricing Extension

Attachment 1

R-29-2021

A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT WITH A. LAMP CONCRETE, INC. FOR THE CONSTRUCTION OF THE LINCOLN AVENUE STREETScape PROJECT

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

WHEREAS, on June 19, 2018, the Village adopted the Downtown Streetscape and Signage Plan that articulates strategies to: (1) improve the pedestrian experience with a more walkable, bikeable and safe downtown; (2) improve the aging infrastructure to better support the new planning effort; (3) enhance the connectivity to storefronts and signage through sidewalk improvements and strategic elimination and repositioning of trees; (4) make the landscape more sustainable by bundling trees and planted material in areas more conducive to growth and survival; and (5) to encourage the intentional creation of more robust gathering spaces, allowing for outdoor dining/event opportunities and residents to congregate and better activate their community ("*Streetscape Plan*"); and

WHEREAS, the Village is implementing the Streetscape Plan in phases and completed Phase 1 and 2 of the Streetscape Plan; and

WHEREAS, the Village now desires to engage in Phase 3 of the Streetscape Plan to construct and install streetscape improvements along Lincoln Avenue ("*Phase 3 Work*"); and

WHEREAS, the Village's 2021 budget allocates \$1,320,000 to the Phase 3 Work; and

WHEREAS, the Village has previously retained A. Lamp Contractors, Inc. ("*Contractor*") on similar projects in the Village, and has been satisfied with the Contractor's previous performance; and

WHEREAS, Contractor has offered to retain its 2019 pricing to perform the Phase 3 Work; and

WHEREAS, pursuant to Sections 4.12.010 of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve an Agreement with Contractor to perform the Phase 3 Work in an amount not to exceed \$1,235,662.35; and

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

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

February 16, 2021

R-29-2021

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3 of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Phase 3 Work.

SECTION 3: APPROVAL OF CHANGE ORDER. The Village Council approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE CHANGE ORDER. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from the Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from the Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the Village Council, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law by two-thirds of the Trustees.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 16th day of February, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CHANGE ORDER

Attachment 2

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF
LINCOLN AVENUE
STREETSCAPE IMPROVEMENTS**

Contract Number: 21-001

**VILLAGE OF WINNETKA
 CONTRACT FOR THE CONSTRUCTION
 OF
 LINCOLN AVENUE
 STREETScape IMPROVEMENTS**

Contract Number: *21-001*

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Contractor’s Certification

- Attachment A:** Supplemental Schedule of Contract Terms
- Attachment B:** Specifications
- Attachment C:** Construction Drawings

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF
LINCOLN AVENUE
STREETSCAPE IMPROVEMENTS**

Contract Number: *21-001*

In consideration of the mutual promises set forth below, the Village of Winnetka of, 510 Green Bay Road, Winnetka, Illinois, 60093, an Illinois municipal corporation (“*Owner*”), and A Lamp Concrete Contractors, Inc., 1900 Wright Boulevard, Schaumburg, IL 60193, a (“*Contractor*”), make this Contract as of February 16, 2021, (the “*Effective Date*”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “*Work*”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing

sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“*Required Submittals*”). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide two complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2” x 11”. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner’s Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner’s review and stamping of any Required Submittal will be for

the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility

whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its

own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in

which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

**ARTICLE III: CONTRACTOR’S RESPONSIBILITY
FOR DEFECTIVE WORK**

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor’s obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner’s Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys’ fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor’s execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best’s Insurance Guide, each in the penal sum of the Contract Price (“*Bonds*”). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor’s expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor’s execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor’s expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys’ fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor’s performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or

concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the “*Contract Price*”), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A (“*Progress Payments*”).

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner (“*Pay Request*”). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor’s certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor’s certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner’s obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection (“*Notice of Completion*”). Contractor’s Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract (“*Punch List Work*”).

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor’s Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor’s completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work (“*Final Acceptance*”).

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner (“*Final Pay Request*”). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract (“*Final Payment*”). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner’s request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item

furnished, labor performed, or other thing done in connection with the Work or this Contract (“*Lien*”) and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys’ fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor’s surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner’s retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner’s interests would thereby be served.

5.6 Deductions

A. Owner’s Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner’s other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys’ fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner’s remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys’ fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner’s receipt of Contractor’s written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner’s final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor’s Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner’s Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor’s rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (“*Event of Default*”), and has failed to cure any such Event of Default within five business days after Contractor’s receipt of written notice of such Event of Default, then Owner will have the right,

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at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner’s Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the “*Per Diem Administrative Charge*” set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor’s rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

**ARTICLE VII: LEGAL RELATIONSHIPS
AND REQUIREMENTS**

7.1 Binding Effect

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner’s option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have

an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner must be addressed to, and delivered at, the following address:

<u>Village of Winnetka</u> <u>510 Green bay Road</u> <u>Winnetka, Illinois</u> , 60093 Attention: <u>Tim Sloth</u>	<u>with a copy to:</u> Elrod Friedman, LLP 325 N. Lasalle Street, Suite 450 Chicago, Illinois 60654 Attention: <u>Peter M. Friedman</u>
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Notices and communications to Contractor must be addressed to, and delivered at, the following address:

<u>A Lamp Concrete Contractors, Inc.</u> <u>1900 Wright Boulevard</u> <u>Schaumburg, IL 60193</u>	<u>with a copy to:</u> _____ _____ _____
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The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals

and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit to the [City/Village] a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the [City/Village] and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days are construed to refer to calendar days.

7.14 Severability

The provisions of this Contract will be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract will be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

CONTRACT

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

Village of Winnetka, Illinois

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

A Lamp Concrete Contractors, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR’S CERTIFICATION

[contractor’s executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “*Patriot Act*”) or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: _____, 20__.

A Lamp Concrete Contractors, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 20__.

My Commission expires: _____

Notary Public

(SEAL)

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF
CHESTNUT STREET AND SPRUCE STREET
STREETScape IMPROVEMENTS**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The work includes pavement, curb, sidewalk, planter and tree removal; new curb & gutter, brick and concrete sidewalk, tree grates, planters, brick paver crosswalks, trees, landscape furnishings, pavement markings, drainage structures, storm sewer, water main, adjusting/replacing frames and grates/lids, and related collateral work as more fully described and set forth in Attachments B and C.

2. Work Site:

The Work shall be performed at the following Work Site:

Lincoln Avenue; From the intersection of Lincoln Ave. and Elm Street north to the entrance of the Lincoln Avenue parking lot.

3. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:



Village to Obtain all permits required for the project.



No Exceptions

4. Commencement Date:



the date of execution of the Contract by Owner.

_____ days after execution of the Contract by Owner.

March 1, 2021

5. Completion Date:

_____ days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Substantial Completion of Project by June 7, 2021, final punch list items to be completed by June 21, 2021, and final landscaping to be completed by June 1, 2021

Plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. Insurance Coverage:

A. Worker’s Compensation and Employer’s Liability with limits not less than:

- (1) Worker’s Compensation: Statutory;
- (2) Employer’s Liability: \$1,000,000 injury-per occurrence; \$1,000,000 disease-per employee; \$1,000,000 disease-policy limit

Such insurance must evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

C. Comprehensive General Liability with coverage written on an “occurrence” basis and with limits no less than:

- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.

- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company’s consent.

- E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.



G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$10,000.



H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

Comprehensive General Liability, Umbrella Policy, and Comprehensive Motor Vehicle Liability

The Additional Insured endorsement must identify Owner as follows:

The Village of Winnetka, Illinois and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.



I. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
<u>Ciorba</u> _____	_____
<u>Teska</u> _____	_____
_____	_____

7. **Contract Price:**

SCHEDULE OF PRICES



A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of (*write in numbers only*):

\$ _____

All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to “extra work.” Contractor shall be paid in installments (see below). Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

B. UNIT PRICE CONTRACT

NOTE: If Owner has provided a separate form Schedule of Pricing attached to this Attachment A, then that Schedule of Prices will be used and this Subsection B should not be used. If Owner has not provided a separate form Schedule of Prices, then this Subsection B should be used.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	Approximate Number of <u>Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1 (See attached proposed prices and bid tab)			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE (*write in numbers only*):

Not to Exceed: \$ 1,235,662.35

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to ***[describe lump sum work]***, the total sum of (*write in numbers only*):

\$ _____

- (2) For providing, performing, and completing all Work related to *[describe unit price work]*, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2) *(write in numbers only)*:

\$ _____

- D. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

8. Progress Payments:

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

- B. Value of Work. The Value of the Work will be determined as follows:
- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner’s determination of the value of the Work completed.
 - (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner’s estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.
- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge:**

\$ 1,000 per calendar day _____

No Charge

10. **Standard Specifications:**

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF
CHESTNUT STREET AND SPRUCE STREET
STREETSCAPE IMPROVEMENTS**

ATTACHMENT B

SPECIFICATIONS

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF
CHESTNUT STREET AND SPRUCE STREET
STREETScape IMPROVEMENTS**

ATTACHMENT C

CONSTRUCTION DRAWINGS

**Village of Winnetka
Lincoln Ave Streetscape Improvements
99% Cost Estimate**

ROADWAY ITEMS					
ITEM #	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
	BRICK PAVER REMOVAL	SQ FT	\$ 2.00	6,361	\$ 12,722.00
	PCC DRIVEWAY REMOVAL & REPLACEMENT	SQ YD	\$ 75.00	80	\$ 6,000.00
	FRAMES AND GRATES/LIDS	EACH	\$ 600.00	10	\$ 6,000.00
	SIGN, REGULATORY	EACH	\$ 750.00	13	\$ 9,750.00
	PIPE UNDERDRAIN 4"	FOOT	\$ 20.00	950	\$ 19,000.00
	CATCH BASINS, TYPE B, 3'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	\$ 3,500.00	2	\$ 7,000.00
	STORM SEWERS, PVC SDR 26, 8"	FOOT	\$ 95.00	272	\$ 25,840.00
	TREE REMOVAL	UNIT	\$ 24.00	140	\$ 3,360.00
	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	\$ 1.50	405	\$ 607.50
	AGGREGATE BASE COURSE, TYPE B	TON	\$ 30.00	110	\$ 3,300.00
	BITUMINOUS MATERIALS (TACK COAT)	POUND	\$ 0.01	127	\$ 1.27
	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	\$ 105.00	319	\$ 33,495.00
	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	\$ 10.50	14,323	\$ 150,391.50
	DETECTABLE WARNINGS	SQ FT	\$ 42.00	60	\$ 2,520.00
	PAVEMENT REMOVAL	SQ YD	\$ 25.00	412	\$ 10,300.00
	HOT-MIX ASPHALT SURFACE REMOVAL (MILLING)	SQ YD	\$ 6.50	2,521	\$ 16,386.50
	COMBINATION CURB AND GUTTER REMOVAL	FOOT	\$ 5.00	1,158	\$ 5,790.00
	CURB REMOVAL	FOOT	\$ 8.00	133	\$ 1,064.00
	SIDEWALK REMOVAL	SQ FT	\$ 1.75	5,661	\$ 9,906.75
	HOT-MIX ASPHALT PAVEMENT PATCH - FULL DEPTH	SQ YD	\$ 60.00	635	\$ 38,100.00
	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	\$ 2,500.00	7	\$ 17,500.00
	CATCH BASINS TO BE RECONSTRUCTED	EACH	\$ 700.00	5	\$ 3,500.00
	INLETS TO BE RECONSTRUCTED	EACH	\$ 500.00	5	\$ 2,500.00
	REMOVING CATCH BASINS	EACH	\$ 500.00	1	\$ 500.00
	REMOVING INLETS	EACH	\$ 400.00	3	\$ 1,200.00
	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	\$ 32.00	1,458	\$ 46,656.00
	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	\$ 1.10	1,170	\$ 1,287.00
	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	\$ 1.65	148	\$ 244.20
	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	\$ 4.15	33	\$ 136.95
	STRUCTURES TO BE ADJUSTED	EACH	\$ 450.00	15	\$ 6,750.00
	UTILITY STRUCTURE TO BE ADJUSTED	EACH	\$ 450.00	5	\$ 2,250.00
	STORM SEWER REMOVAL	FOOT	\$ 1.00	42	\$ 42.00
	TOTAL OF ROADWAY ITEMS				\$ 444,100.67

STREETSCAPE ITEMS					
ITEM #	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
	BRICK PAVER SIDEWALK, PEDESTRIAN	SQ FT	\$ 21.00	4,900	\$ 102,900.00
	BRICK PAVER CROSSWALK, VEHICULAR	SQ FT	\$ 35.00	736	\$ 25,760.00
	CONCRETE PLANTER CURB	FOOT	\$ 51.00	52	\$ 2,652.00
	MASONRY SEAT WALL	EACH	\$ 55,000.00	1	\$ 55,000.00
	BOLLARD, LED	EACH	\$ 2,500.00	11	\$ 27,500.00
	LITTER RECEPTACLES	EACH	\$ 2,000.00	4	\$ 8,000.00
	RECYCLING RECEPTACLES	EACH	\$ 2,500.00	4	\$ 10,000.00
	PLANTER POTS	EACH	\$ 1,300.00	13	\$ 16,900.00
	DECIDUOUS TREES, 3" CAL	EACH	\$ 810.00	6	\$ 4,860.00
	DECIDUOUS TREES, 5" CAL	EACH	\$ 810.00	3	\$ 2,430.00
	PERENNIALS, 1 GAL	EACH	\$ 26.00	83	\$ 2,158.00
	36" STRUCTURAL SOIL	CU YD	\$ 150.00	330	\$ 49,500.00
	PLANTING SOIL MIX	CU YD	\$ 87.00	58	\$ 5,046.00
	MULCH, SHREDDED HARDWOOD BARK	CU YD	\$ 75.00	8	\$ 600.00
	TREE GRATES	EACH	\$ 2,800.00	17	\$ 47,600.00
	BENCHES	EACH	\$ 3,600.00	2	\$ 7,200.00
	BICYCLE RACKS	EACH	\$ 700.00	18	\$ 12,600.00
	TOTAL OF STREETSCAPE ITEMS				\$ 380,706.00
WATER MAIN ITEMS - (Performed as part of 2021 Street Rehab Project)					
ITEM #	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
	DUCTILE IRON PIPE WATER MAIN CLASS 55, 6" ID	FOOT	\$ 110.00	310	\$ 34,100.00
	DUCTILE IRON PIPE WATER MAIN CLASS 55, 10" ID	FOOT	\$ 201.00	55	\$ 11,055.00
	DUCTILE IRON PIPE WATER MAIN CLASS 55, 16" ID	FOOT	\$ 460.00	25	\$ 11,500.00
	DUCTILE IRON PIPE WATER MAIN CLASS 55, 20" ID	FOOT	\$ 425.00	545	\$ 231,625.00
	WATER SERVICE CONNECTIONS	EACH	\$ 3,750.00	1	\$ 3,750.00
	20" VALVE ASSEMBLY WITH 60" VAULT	EACH	\$ 13,000.00	2	\$ 26,000.00
	10" VALVE ASSEMBLY WITH 60" VAULT	EACH	\$ 5,910.00	1	\$ 5,910.00
	6" VALVE ASSEMBLY WITH 48" VAULT	EACH	\$ 4,625.00	12	\$ 55,500.00
	FIRE HYDRANT COMPLETE	EACH	\$ 7,125.00	1	\$ 7,125.00
	CUT AND CAP EXISTING WATER MAIN	EACH	\$ 1,200.00	8	\$ 9,600.00
	WATER MAIN REMOVAL	FOOT	\$ 30.00	72	\$ 2,160.00
	TOTAL WATER MAIN ITEM				\$ 398,325.00

ELECTRICAL ITEMS					
ITEM #	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
	TEST HOLE	EACH	\$ 10.00	10	\$ 100.00
	UNDERGROUND CONDUIT, PVC, 3/4" DIA.	FOOT	\$ 6.16	113	\$ 696.08
	UNDERGROUND CONDUIT, PVC, 1 1/2" DIA.	FOOT	\$ 9.90	1,134	\$ 11,226.60
	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	\$ 11.22	1,136	\$ 12,745.92
	UNDERGROUND CONDUIT, PVC, 4" DIA.	FOOT	\$ 13.57	308	\$ 4,179.56
	HANDHOLE, PORTLAND CEMENT CONCRETE	EACH	\$ 1,980.00	5	\$ 9,900.00
	HANDHOLE, COMPOSITE CONCRETE	EACH	\$ 398.20	22	\$ 8,760.40
	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 12	FOOT	\$ 0.88	411	\$ 361.68
	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	\$ 1.15	8,042	\$ 9,248.30
	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	\$ 1.26	9,254	\$ 11,660.04
	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	\$ 1.54	6,176	\$ 9,511.04
	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C 500MCM	FOOT	\$ 11.40	240	\$ 2,736.00
	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	\$ 550.00	6	\$ 3,300.00
	REMOVE EXISTING HANDHOLE	EACH	\$ 440.00	13	\$ 5,720.00
	REMOVE EXISTING CONCRETE FOUNDATION	EACH	\$ 440.00	7	\$ 3,080.00
	GFCI 20 AMP DUPLEX RECEPTACLE	EACH	\$ 671.00	4	\$ 2,684.00
	LIGHTING CONTROLLER, SPECIAL	EACH	\$ 27,500.00	1	\$ 27,500.00
	LIGHTING CONTROLLER FOUNDATION	EACH	\$ 3,080.00	1	\$ 3,080.00
	MAINTAIN LIGHTING SYSTEM	L SUM	\$ 1,100.00	1	\$ 1,100.00
	REMOVE EXISTING ELECTRIC MANHOLE	EACH	\$ 2,000.00	1	\$ 2,000.00
	INSTALL ELECTRIC MANHOLE	EACH	\$ 6,500.00	1	\$ 6,500.00
	PEDESTRIAN LIGHT	EACH	\$ 5,200.00	20	\$ 104,000.00
	ROADWAY LIGHT	EACH	\$ 3,500.00	1	\$ 3,500.00
	LIGHT POLE FOUNDATION, 18" DIAMETER	FOOT	\$ 192.50	151	\$ 29,067.50
	REMOVE EXISTING RECEPTACLE	EACH	\$ 440.00	20	\$ 8,800.00
	GFCI CORDSET FOR TREE LIGHTING	EACH	\$ 808.50	22	\$ 17,787.00
	REMOVE EXISTING TREE RECEPTACLE DISTRIBUTION CABINET	EACH	\$ 1,000.00	3	\$ 3,000.00
	DRILL EXISTING HANDHOLE	EACH	\$ 500.00	1	\$ 500.00
	REMOVE EXISTING ELECTRIC MANHOLE VENTS	EACH	\$ 2,000.00	2	\$ 4,000.00
	TOTAL OF ELECTRICAL ITEMS				\$ 306,744.12

November 17, 2020

Mr. James Bernahl
Director of Engineering
1390 Willow Road
Winnetka, IL 60093

RE: Village of Winnetka – Lincoln Ave Streetscape Improvements
Hold of Existing Unit Pricing

Mr. Bernahl,

Please accept this letter as A Lamp's agreement to hold pricing on all carry over pay items from the Chestnut, Spruce, & Elm Streetscape Improvement project to the proposed Lincoln Ave Streetscape Improvement project scheduled for the 2021 construction season. The carry over pricing will be valid for the duration of proposed construction.

In the event new pay items are presented in the Lincoln Ave project that were not included in the Chestnut, Spruce & Elm Street projects, A Lamp will work with the Village of Winnetka to establish fair and equitable pricing for the newly introduced pay items.

We look forward to the prospects of working with the Village of Winnetka on another successful project. If you have any additional questions or comments, please feel free to contact me.

Sincerely,
A Lamp Concrete Contractors, Inc.



Jeff Moyer
General Manager



Agenda Item Executive Summary

Title: Resolution: No. R-28-2021: 2021 Sidewalk and Curb Replacement Program

Presenter: James J. Bernahl, Director of Engineering/Village Engineer

Agenda Date:

Consent: YES NO

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

Item History:

2021 Budget Item: Account No. 100.30.01-650 - \$150,000

Executive Summary:

The Village of Winnetka partnered with Glencoe, Highland Park, Lake Bluff, Lake Forest, and Lincolnwood to solicit joint competitive bidding for the 2019 Sidewalk and Curb Replacement Program. Municipal partnering combines projects from several municipalities to create economies of scale to procure reduced pricing. The Village of Lake Forest was the lead agency in preparing and receiving bids.

On March 7, 2019, two sealed bids submitted by Schroeder & Schroeder, Inc., and A Lamp Concrete Contractors were opened and read aloud. The bids were reviewed for accuracy and completeness, and based upon the Village's estimated quantities, Schroeder & Schroeder was determined to be apparent low bidder for the project.

The Schroeder & Schroeder contract was extended into 2020, and they have again provided a proposal to extend the 2019 contract into 2021, maintaining the unit costs of the original contract. Staff recommends accepting this contract extension. Schroeder & Schroeder has successfully completed concrete replacement projects for Winnetka and other communities in the past, and has performed their work to the satisfaction of the Village.

The FY 2021 Budget (account #100.30.01-650) contains \$150,000 for this project. Village staff will adjust its quantities as necessary in order to stay within the budgeted amount of \$150,000.

Recommendation / Suggested Action:

Consider adopting Resolution No. R-28-2021 waiving bidding and awarding the Village of Winnetka's portion of the 2021 Sidewalk and Curb Replacement Program to Schroeder & Schroeder, Inc. for a total amount not to exceed \$150,000.

Attachments:

1. Resolution No. R-28-2021
2. Schroeder & Schroeder Letter of Extension of 2020 Contract
3. Bid Tabulation

Attachment 1

R-28-2021

A RESOLUTION WAIVING BIDDING AND APPROVING AN EXTENSION TO THE CONTRACT WITH SCHROEDER & SCHROEDER, INC. FOR THE 2021 SIDEWALK AND CURB REPLACEMENT PROGRAM

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

WHEREAS, in 2019 the Village of Winnetka issued a joint bid with the Villages of Glencoe, Lake Bluff, and Lincolnwood, and the Cities of Highland Park and Lake Forest, for the 2019 Sidewalk and Curb Replacement Program, pursuant to which the Village awarded a contract ("**Contract**") to Schroeder & Schroeder, Inc. ("**Contractor**"); and

WHEREAS, the Contract was extended pursuant to the same unit pricing for the 2020 Sidewalk and Curb Replacement Program; and

WHEREAS, the Contractor has offered to extend the Contract pursuant to the same unit pricing for the 2021 Sidewalk and Curb Replacement Program; and

WHEREAS, the work performed by the Contractor as part of the 2019 and 2020 Sidewalk and Curb Replacement Program was satisfactory and the pricing terms of the Contract were favorable to the Village; and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve an extension to the Contract ("**Extension**") for the Contractor to perform the 2021 Sidewalk and Curb Replacement Program ("**Work**");

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of Work.

SECTION 3: APPROVAL OF CONTRACT EXTENSION. The Village Council hereby approves the Extension to the Contract to authorize the Work from the Contractor pursuant to the terms of the Extension.

SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT EXTENSION. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the Extension, which shall be in a final form approved by the Village Manager.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 16th day of February, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



Attachment 2

Schroeder & Schroeder Inc.



CONCRETE CONTRACTORS

7306 CENTRAL PARK - SKOKIE, ILLINOIS 60076

PHONE 847-933-0526 • FAX 847-933-0528

December 15, 2020

James Bernahl
Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

RE: Contract Renewal

Dear James:

Happy Holidays!

With the 2021 construction season quickly approaching, Schroeder & Schroeder, Inc. would like to express its interest to extend the 2020 Sidewalk Program contract into 2021. If the Village of Winnetka has a mutual interest in renewing the contract for 2021, please let us know formally so we can begin the necessary paperwork.

It was our pleasure to service your concrete needs in 2020 and we look forward to another season of the same.

Respectfully,



Chris Schroeder
President

Attachment 3

Item No.	Items	Unit	Schroeder & Schroeder	D'Land Construction	Sumit Construction	Alamp Concrete
BASE BID						
1	TRAFFIC CONTROL & PROTECTION FOR TEMPORARY DETOUR	EACH	\$1,250.00	\$1,500.00	\$4,000.00	\$3,500.00
2	ARROW BOARD	CAL DAY	\$150.00	\$450.00	\$60.00	\$250.00
3	P.C.C. PAVEMENT PATCH CL B (7")	SY	\$60.00	\$65.00	\$110.00	\$82.50
4	P.C.C. PAVEMENT PATCH CL B: STATE AND COUNTY ROADS, BASE ONLY (9")	SY	\$68.00	\$100.00	\$90.00	\$150.00
5	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6")	SY	\$56.00	\$65.00	\$82.00	\$62.50
6	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5-6")	SF	\$6.00	\$7.35	\$11.00	\$7.35
7	P.C.C. PATIO REMOVAL AND REPLACEMENT	SF	\$12.00	\$20.00	\$20.00	\$20.00
8	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)	LF	\$22.50	\$35.00	\$40.00	\$25.00
9	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (B6.24)	LF	\$35.00	\$45.00	\$50.00	\$35.00
10	DETECTABLE WARNING FIELDS	EACH	\$150.00	\$250.00	\$140.00	\$350.00
11	DETECTABLE WARNING FIELDS (SUPPLIED BY MUNICIPALITY)	EACH	\$100.00	\$150.00	\$80.00	\$200.00
12	REINFORCEMENT BARS, EPOXY COATED – TWO CONTINUOUS NO. 5	LF	\$2.00	\$10.00	\$3.00	\$10.00
13	TREE GRATE INSTALLATION	EACH	\$250.00	\$650.00	\$800.00	\$1,350.00
TOTAL BASE BID			\$2,161.50	\$3,347.35	\$5,486.00	\$6,042.35

SUPPLEMENTAL UNIT PRICES						
	Items	Unit	Schroeder & Schroeder	D'Land Construction	Sumit Construction	Alamp Concrete
Supp. Item	VV, MH, INLET, CB TO BE ADJUSTED	EACH	\$250.00	\$650.00	\$450.00	\$450.00
Supp. Item	AGGREGATE BASE COURSE, TYPE B, 4- INCH	SY	\$6.00		\$6.75	\$6.50
Supp. Item	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5-6"), STATE & COUNTY ROAD	SF	\$7.00	\$15.00	\$12.00	\$7.50



Agenda Item Executive Summary

Title: Resolution Nos. R-25-2021 and R-26-2021: Stormwater Engineering Services (Adoption)

Presenter: James J. Bernahl, Director of Engineering/Village Engineer

Agenda Date: 02/16/21

Consent: YES NO

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

Item History:

In June 2019 and March 2020, the Village concluded Intergovernmental Agreements with New Trier High School District 203 and the Winnetka Park District allowing the Village to construct Stormwater Management improvements on Duke Childs Field and the Skokie Playfields. These projects, consisting of underground and above-ground stormwater management improvements, will provide 79 acre-feet of stormwater storage, as part of a long-term plan to provide stormwater relief to portions of western and southwestern Winnetka. At the November 23, 2020 Study Session, the Village Council reviewed and approved a plan and financing strategy to design and construct a suite of stormwater management improvements. The plan contemplates design engineering for these projects in 2021; the Village's 2021 Capital Improvement budget contains \$1,634,000 for engineering design and permitting.

Executive Summary:

Duke Childs Field Project: Construction of 14.2 acre-feet of below-ground stormwater storage beneath portions of Duke Childs Field. This stormwater storage is to be constructed in conjunction with field improvements to be completed by New Trier High School, which were given zoning approval by the Village Council in June, 2019. The project also includes modifications to the Ash Street Pump Station and a 6-foot x 4-foot box culvert connecting stormwater drainage from the neighborhood to the east to the new storage facility. A conceptual representation of the project is shown in Attachment #1.

Skokie Playfields Project: Construction of 6.5 acre-feet of below-ground stormwater storage under "Little Duke Childs Field" (directly south of the Winnetka Ice Arena); approximately 21.8 acre-feet of above-ground storage on the Winnetka Par 3 Golf Course; and approximately 36.5 acre-feet of above-ground storage on the Winnetka 18-Hole Golf Course. The project includes additional improvements to make the golf courses more playable and maintainable after rain events, reusing excavated soil from the stormwater improvements. The project also anticipates potential field improvements by the Park District, and includes an 8-foot x 4-foot box culvert connecting the neighborhoods from the north to the underground storage facility. A conceptual representation of the proposed project is shown in Attachment #2.

The designs for these projects are at the advanced conceptual level; significant engineering work needs to be completed to obtain necessary permits and to prepare plans and specifications necessary to bid and build the project. Village staff, Strand Associates ("Strand"), and Jacobson Golf Course Design ("Jacobson") have developed a scope of work to perform all of the necessary engineering and golf course work to bring the projects to the point where the Village can solicit construction bids. Staff proposes two contracts for the necessary design work: (i) a contract with Strand for all of the engineering design for the stormwater projects on both Duke Childs Field and the Skokie Playfield; (ii) a contract with Jacobson for all of the golf course and irrigation work on the Par 3 and 18-Hole courses.

The detailed scope of services and fee proposal for the Strand contract are shown in Exhibit A of Resolution No. R-25-2021. The scope of services consists of the following broad areas: (i) preliminary engineering, including surveying, subsurface investigations, preliminary engineering, 30% drawings/specifications, modeling updates, and submittals to the District, US Army Corps of Engineers, and other regulatory agencies; and (ii) final engineering, including 75% drawings and specifications for final District review, final permit submittals, and preparation of final bidding/construction documents.

Executive Summary (continued):

Strand and Village staff have identified additional requirements that may arise during the engagement ("if-authorized services") that could be performed pursuant to the agreement, but only upon authorization of the Village. These services include preparation for and attendance at additional meetings not included in the main scope of services; assistance with public engagement; additional boundary or easement surveying; and potential additional documentation and management as needed to comply with grant requirements. Strand has proposed a fee for the work of \$939,640, with an allowance of an additional \$58,000 for "if-authorized services."

The detailed scope of services and fee proposal for the Jacobson Contract shown in Exhibit A of Resolution No. R-26-2021 consists of the following broad areas: (i) Phase A - construction documents, including grading/drainage plans, tree removal/planting plans, construction details and technical specifications; and (ii) Phase B - bid services, including bid documents, listing of qualified contractors, and pre-bid meeting attendance. Jacobson proposed a fee of \$149,290.

The 2021 Budget includes \$1,634,0000 in the Stormwater Fund for engineering of the Duke Childs Field and Skokie Playfield stormwater storage projects. The proposed Strand and Jacobson contracts total \$1,146,930. A detailed budget evaluation is shown in Attachment #3.

Resolution No. R-25-2021 authorizes an Extension of Professional Services pursuant to a Master Professional Services Agreement between the Village and Strand Associates dated February 28, 2017. The extension provides for engineering design services for stormwater management-related improvements associated with the Stormwater Alternatives Study for Western and Southwestern Winnetka, specifically stormwater improvements at Duke Childs Field and the Skokie Playfield, for a lump sum fee not to exceed \$939,640. The extension further provides for a not-to-exceed \$58,000 in "If-Authorized Services" at hourly rates plus expenses.

Resolution No. R-26-2021 authorizes an agreement between the Village and Jacobson Golf Course Design that provides for design of stormwater management-related golf course improvements associated with the Stormwater Alternatives Study for Western and Southwestern Winnetka, specifically stormwater improvements at the Skokie Playfield, at a fee not-to-exceed \$149,290.

Recommendation:

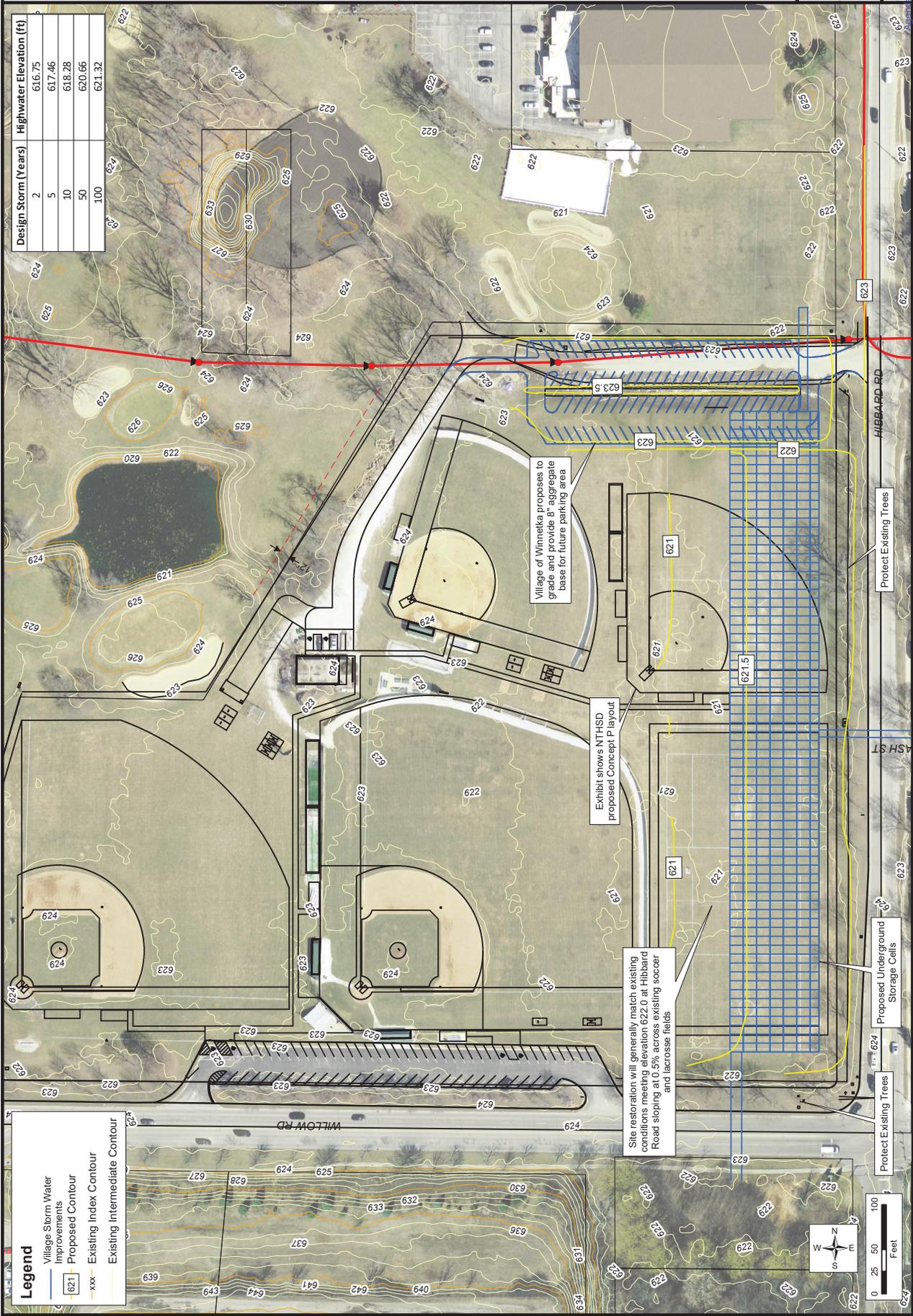
Consider adoption of Resolution No. R-25-2021 authorizing an Extension of Professional Services pursuant to a Master Professional Services Agreement between the Village and Strand Associates dated February 28, 2017.

Consider adoption of Resolution No. R-26-2021 authorizing a Professional Services Agreement between the Village and Jacobson Golf Course Design.

Attachments:

1. Depiction of Duke Childs Field Project
2. Depiction of Skokie Playfield Project Scope of Engineering Services
3. Budget Evaluation
4. Resolution No. R-25-2021
5. Resolution No. R-26-2021

NTHS CONCEPT P SITE PLAN
 DUKE CHILDS FIELD
 WEST AND SOUTHWEST WINNETKA STORMWATER MANAGEMENT
 VILLAGE OF WINNETKA
 COOK COUNTY, ILLINOIS



Design Storm (Years)	Highwater Elevation (ft)
2	616.75
5	617.46
10	618.28
50	620.66
100	621.32

Legend

- Village Storm Water Improvements
- Proposed Contour
- 621 - Existing Index Contour
- xxx - Existing Intermediate Contour

Village of Winnetka proposes to grade and provide 8" aggregate base for future parking area

Exhibit shows NTHSD proposed Concept P layout

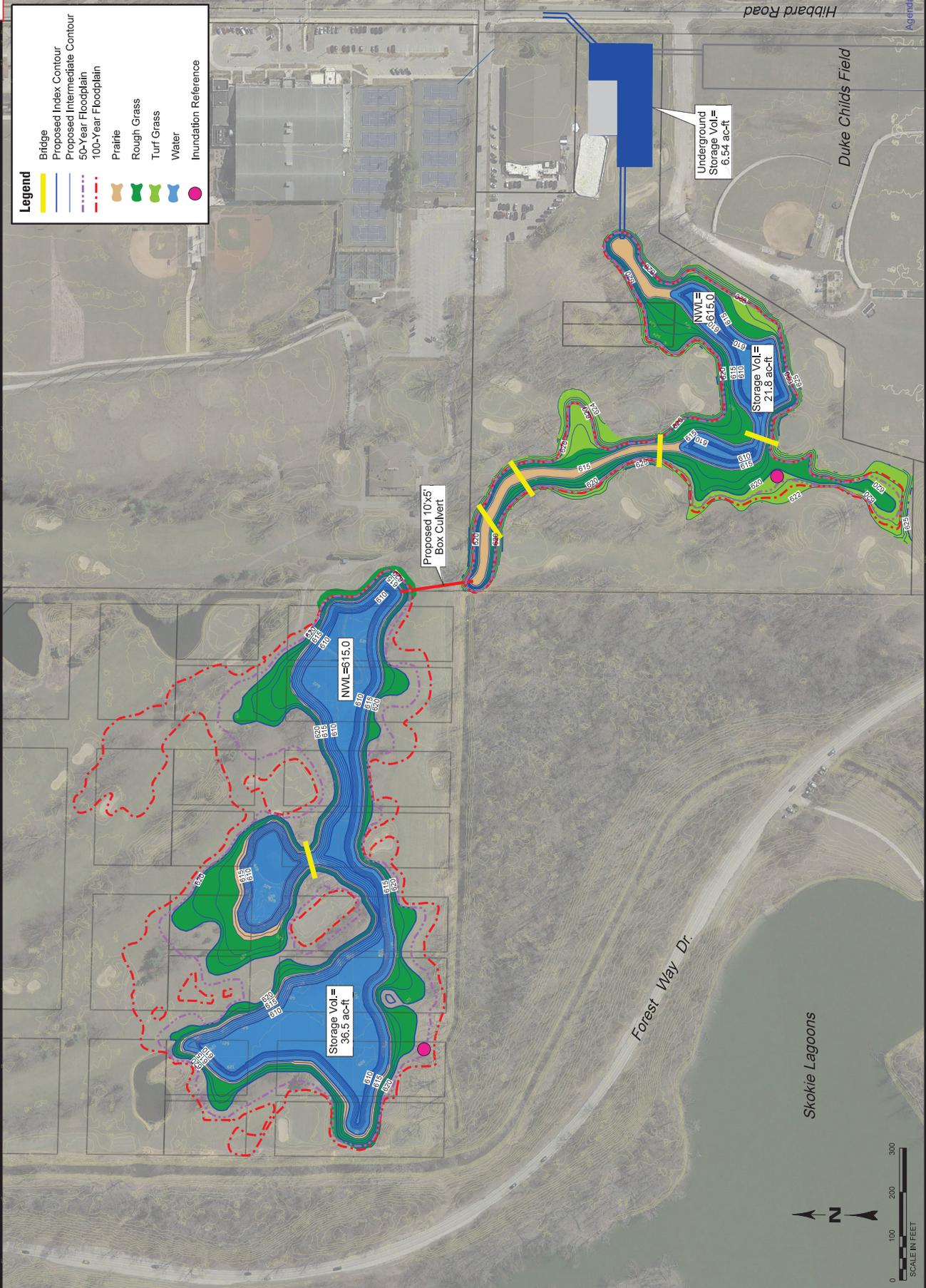
Site restoration will generally match existing conditions meeting elevation 622.0 at Hibbard Road sloping at 0.5% across existing soccer and lacrosse fields

Protect Existing Trees

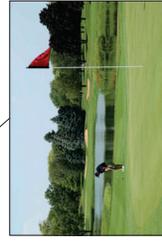
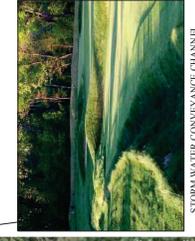
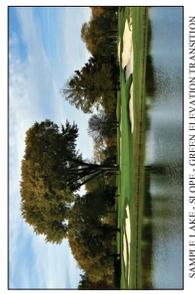
Proposed Underground Storage Cells



PROPOSED LITTLE DUKE, PAR-3, AND 18 HOLE GOLF COURSE
STORMWATER STORAGE
WEST AND SOUTHWEST WINNETKA STORMWATER MANAGEMENT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS



NO.	DATE	BY	DATE
1	03/11/19	DRWN	03/11/19
2	03/11/19	APPRD	03/11/19
3	03/11/19	REV	03/11/19
4	03/11/19	REV	03/11/19
5	03/11/19	REV	03/11/19
6	03/11/19	REV	03/11/19
7	03/11/19	REV	03/11/19
8	03/11/19	REV	03/11/19
9	03/11/19	REV	03/11/19
10	03/11/19	REV	03/11/19
11	03/11/19	REV	03/11/19
12	03/11/19	REV	03/11/19
13	03/11/19	REV	03/11/19
14	03/11/19	REV	03/11/19
15	03/11/19	REV	03/11/19
16	03/11/19	REV	03/11/19
17	03/11/19	REV	03/11/19
18	03/11/19	REV	03/11/19
19	03/11/19	REV	03/11/19
20	03/11/19	REV	03/11/19



CONCEPTUAL STORM WATER MANAGEMENT PLAN

SYMBOLS

- △ CENTER OF THE
- CENTER OF GREEN
- SLOPE POINT (50' FROM CENTER OF BACKSIDE)
- 250' BUFFER POINT (50' FROM 250' BUFFER POINT)

LEGEND

- EXISTING BUNKERS
- RENOVATED BUNKERS
- RE-GRADDED/RENOVATED FAIRWAY
- PROPOSED NEW LAKE
- EXISTING LAKE
- PROPOSED WET DETENTION (WET MEADOW)
- PROPOSED WET (WETLAND) DETENTION TRANSITION INTO DRY (MANICURED ROUGH) DETENTION
- PROPOSED GRADING CONTOUR
- PROPOSED FAIRWAY
- PROPOSED FAIRWAY DETENTION



Attachment 3

VILLAGE OF WINNETKA

STORMWATER BUDGET EVALUATION

DUKE CHILDS FIELD AND SKOKIE PLAYFIELD ENGINEERING

Project	FY 2021 Budget
Duke Childs Field Underground Storage	\$ 667,000
Skokie Playfield/Golf Course Storage	\$ 967,000
TOTAL BUDGET - ENGINEERING	\$ 1,634,000

Item	Proposed Contract Amount
Strand Associates Engineering Contract	\$ 997,640.00
Jacobson Golf Course Design Contract	\$ 149,290.00
TOTAL EXPENDITURE - ENGINEERING	\$ 1,146,930.00

BUDGET VARIANCE \$ (487,070.00)

Attachment 4

R-25-2021

A RESOLUTION APPROVING AN EXTENSION AGREEMENT WITH STRAND ASSOCIATES, INC. FOR PRELIMINARY AND FINAL ENGINEERING SERVICES FOR PHASE 2 AND 3 OF THE STORMWATER MANAGEMENT IMPROVEMENTS AT DUKE CHILDS FIELD AND THE SKOKIE PLAYFIELDS

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

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

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

WHEREAS, after several large-scale, 100-year flooding events occurred in a period of only a few years, leading to significant overland and basement flooding in the Village, the Village desires to make infrastructure and other improvements for managing stormwater to reduce flooding in the Village (“*Stormwater Master Plan*”); and

WHEREAS, in 2015, the Village hired Strand Associates, Inc. (“*Consultant*”) to prepare a stormwater management study and to develop and evaluate managing stormwater in areas within the Village; and

WHEREAS, on February 21, 2017, the Village Council adopted Resolution R-12-2017 approving a Master Services Agreement with the Consultant for engineering services (“*Master Services Agreement*”), which Master Services Agreement provided for terms and conditions that would govern future engineering services performed for the Village by the Consultant; and

WHEREAS, on June 18, 2019, the Village entered into an Intergovernmental Cooperation Agreement with New Trier Township High School District No. 203 to construct stormwater management improvements on Dukes Child Field (“*New Trier IGA*”); and

WHEREAS, on March 10, 2020, the Village entered into an Intergovernmental Cooperation Agreement with the Winnetka Park District to construct stormwater management improvements on the Skokie Playfields (“*Park District IGA*”) (the New Trier IGA and Park District IGA are, collectively, the “*Stormwater IGAs*”); and

WHEREAS, the Consultant has previously provided satisfactory engineering services to the Village; and

WHEREAS, now that the Village has entered into the Stormwater IGAs, the Village desires to retain Consultant to perform preliminary and final engineering services for the

components of the Stormwater Master Plan related to the stormwater management improvements at Duke Child Field and the Skokie Playfields (“*Services*”); and

WHEREAS, the Village desires to retain the Consultant to perform the Services for the Village pursuant to an extension agreement, which incorporates the terms of the Master Services Agreement for price not to exceed \$939,670 for the Services, with an allowance of additional \$58,000 for additional services identified and authorized by the Village (“*Extension Agreement*”); and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this ____ day of _____, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
EXTENSION AGREEMENT

**VILLAGE OF WINNETKA
EXTENSION OF PROFESSIONAL SERVICES AGREEMENT**

This **EXTENSION OF PROFESSIONAL SERVICES AGREEMENT** (“**Extension Agreement**”) is dated as of the ____ day of _____, 20__, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (“**Village**”), and **STRAND ASSOCIATES, INC.** (“**Consultant**”) and incorporates by this reference, and is governed by, all the terms and conditions, rights and responsibilities of that certain Master Professional Services Agreement dated February 28, 2017, by and between the **Village** and the **Consultant** (“**Master Agreement**”).

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

SECTION 1. Project Description.

Engineering design services for stormwater management related improvements associated with Phase 2 North of Willow Stormwater Storage Facilities of the Stormwater Alternatives Study for Western and Southwestern Winnetka, as more fully described in the proposal attached to this **Extension Agreement** as **Exhibit A (“Services”)**.

SECTION 2. SCOPE OF SERVICES.

A. Services. The **Consultant** shall provide the consulting services as set forth more fully on the Proposal attached as **Exhibit A (“Services”)** and **Exhibit B “Special Provisions”**, pursuant to the terms and conditions of this **Extension Agreement** and the **Master Agreement**.

B. Commencement; Term. The **Consultant** shall commence the Services immediately upon receipt of written notice from the **Village** that this **Extension Agreement** has been fully executed by the Parties (“**Project Commencement Date**”). The **Consultant** shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this **Extension Agreement** or the **Master Agreement** by the **Village**, but in no event shall the Services be completed later than May 1, 2022 (“**Time of Performance**”).

SECTION 3. COMPENSATION

For providing, performing and completing all services, **Consultant** shall be paid at the rates set forth in **Exhibit C**, but not to exceed, in totality, by the end of this **Extension Agreement**, the amount of \$997,640.

SECTION 4. KEY PROJECT PERSONNEL

The following are deemed “Key Project Personnel” pursuant to Section 4.A of the **Master Agreement** for the Services to be provided pursuant to this **Extension Agreement**: Michael Waldron, Mark Shubak, Kelsey Andersen, and Mike Williams.

SECTION 5. GENERAL TERMS

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

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

C. Authority to Execute.

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

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

EXHIBIT A

SERVICES

Project Information

Services Name: North of Willow Stormwater Storage Facilities Design

Services Description: Provide engineering design services for stormwater management related improvements associated with Phase 2 North of Willow Stormwater Storage Facilities of the Stormwater Alternatives Study for Western and Southwestern Winnetka previously prepared by **Consultant**. Stormwater management related improvements (Project) include design services for the following components:

1. Duke Childs Underground Storage Facility. An underground stormwater storage facility on Duke Childs Field, being New Trier High School (NTHS) property west of Hibbard Road and north of Willow Road, having an approximate volume of 14.2 acre-feet and in accordance with Exhibit E-Stormwater Improvements in the June 28, 2019, Intergovernmental Cooperation Agreement between **Village** and NTHS. This facility includes design of the culvert between Duke Childs and Little Duke storage facilities.
2. Little Duke Underground Storage Facility. An underground stormwater storage facility on Little Duke Field, being Winnetka Park District (WPD) property west of Hibbard Road at Cherry Street, having an approximate volume of 6.5 acre-feet and in accordance with Exhibit D-Village Stormwater Improvements being the underground stormwater storage facility and Exhibit E-Village Playfield Improvements being final grading for drainage and restoration, as included in the March 10, 2020, Intergovernmental Cooperation Agreement between **Village** and WPD.
3. Par-3 Golf Course Aboveground Storage Facility. An above ground stormwater storage facility on the Par-3 golf course, being WPD property west of Hibbard Road at Cherry Street, having an approximate volume of 21.8 acre-feet and in accordance with Exhibit D-Village Stormwater Improvements entailing the aboveground stormwater storage facility and Exhibit E-Village Playfield Improvements entailing up to four new prefabricated pedestrian bridges and final grading for surface drainage, as included in the March 10, 2020, Intergovernmental Cooperation Agreement between the **Village** and WPD.
4. 18th Hole Aboveground Storage Facility. An above ground stormwater storage facility on the 18th Hole of the 18-Hole golf course, being WPD property west of Hibbard Road and north of Oak Street, having an approximate volume of 36.5 acre-feet and in accordance with Exhibit D-Village Stormwater Improvements entailing the aboveground stormwater storage facility and Exhibit E-Village Playfield Improvements entailing up to one new prefabricated pedestrian bridge and final surface grading for drainage, as included in the March 10, 2020, Intergovernmental Cooperation Agreement between the **Village** and WPD.
5. North Course Regrading: Design of improvements to the 18-hole golf course north of the new 18th hole storage facility to include a new storm sewer connecting the 9th hole pond with the 17th Hole pond and communication with the **Village's** Golf Course Designer

(Designer) relative to Designer's regrading of the 18-hole golf course fairways in accordance with Exhibit E-Village Playfield Improvements as included in the March 10, 2020, Intergovernmental Cooperation Agreement between **Village** and WPD.

6. Hibbard Road North Culvert. A new 8-foot by 4-foot prefabricated box culvert pipe under Hibbard Road from the intersection with Oak Street south to the proposed Little Duke Underground Storage Facility.
7. Ash Street Culvert. A new 6-foot by 4-foot prefabricated box culvert pipe under Hibbard Road from the intersection with Ash Street west to the proposed Duke Childs Underground Storage Facility.
8. Ash Street Stormwater Pumping Station. Modification of the existing stormwater pumping station at Ash Street and Hibbard Road to drain Duke Childs and Little Duke underground storage facilities below normal water level.

Scope of Services

Consultant will perform the following services:

Preliminary Engineering

1. Topographic survey. Call in utility locates and perform a topographic survey to collect visible surface features and marked utilities. This survey will be integrated with existing LIDAR (light detection and ranging) topographic data. The topographic survey will assist in Project design and includes the following areas:
 - a. Hibbard Road right-of-way from Willow Road north to Oak Street.
 - b. Willow Road right-of-way from Winnetka Public Works entrance to the west property line of Public Works facility.
 - c. Stormwater storage area for Duke Childs from Hibbard Road west to the baseball field outfields and from Willow Road north to Cherry Street extended.
 - d. Stormwater storage area for Little Duke from Hibbard Road west to the Par-3 course and from Cherry Street extended north to the Park District building.
 - e. Stormwater storage area for the Par-3 golf course encompassing the proposed storage area depicted in Exhibit E-Village Playfield Improvements of the WPD IGA.
 - f. Stormwater storage area for the 18th Hole storage facility encompassing the proposed storage area depicted in Exhibit E-Village Playfield Improvements of the WPD IGA.
 - g. 18-Hole golf course north of the 18th Hole storage facility for development of computer-aided drawing base mapping.
2. Geotechnical investigations. Obtain soil borings and reporting for subsurface conditions, groundwater level monitoring, and Clean Construction Demolition Debris (CCDD) disposal as appropriate for the proposed improvements and including the following:
 - a. Up to five soil borings to a depth of 30 feet and four soil borings to a depth of 25 feet in the Duke Childs and Little Duke stormwater storage areas for the underground structures and the Hibbard Road culvert and Ash Street culvert.
 - b. Up to five soil borings to a depth of 20 feet and three soil borings to a depth of 15 feet in the Par-3 golf course storage area. Three of these boring will also be used as groundwater monitoring locations maintained for up to 60 days.

- c. Up to five soil borings to a depth of 20 feet and one soil boring to a depth of 25 feet in the 18th Hole storage area. Three of these boring will also be used as groundwater monitoring locations maintained for up to 60 days.
 - d. Up to six soil borings to a depth of 10 feet on the 18-Hole golf course.
 - e. Up to three borings to a depth of 15 feet in the Hibbard Road forest preserve to better define limits of silt and sand seams identified in the first round of borings.
3. Perform a wetland identification and delineation study for the Par-3 and 18-Hole golf courses and provide final report to the **Village**.
 4. Prepare the following 30 percent complete standard engineering drawings for the Project.
 - a. Title sheet
 - b. Drawing list, general notes, legend
 - c. Alignment, controls, and benchmarks
 - d. Existing conditions
 - e. Overall access plan and construction limits
 - f. Stormwater pollution prevention plan
 - g. Traffic control schematics and Illinois Department of Transportation (IDOT) details
 - h. Metropolitan Water Reclamation District (MWRD) drainage exhibit
 5. Prepare the following 30 percent complete engineering drawings for Duke Childs underground storage facility.
 - a. Access, construction limits, removals, and erosion and sediment control
 - b. Duke Childs storage site layout and drainage system
 - c. Duke Childs site grading
 - d. Duke Childs stone base for parking pad
 - e. Landfill grading for Duke Childs excess soils disposal
 - f. Cross sections over landfill
 - g. Earthwork quantities
 - h. Duke Childs site restoration
 - i. Duke Childs underground storage facility details
 - j. Hibbard Road plan and profiles
 - k. Ash Street culvert details
 - l. Ash Street pumping station details
 - m. Hibbard Road and Ash Street restoration
 - n. General construction details
 6. Prepare the following 30 percent complete engineering drawings for Little Duke underground storage facility.

- a. Access, construction limits, removals, and erosion and sediment control
 - b. Little Duke storage site layout and drainage system
 - c. Little Duke site grading
 - d. Landfill grading for Little Duke excess soils disposal
 - e. Cross sections over landfill
 - f. Earthwork quantities
 - g. Little Duke site restoration
 - h. Little Duke underground storage facility details
 - i. Hibbard Road plan and profiles
 - j. Hibbard Road culvert details
 - k. Par-3 culvert details
 - l. Hibbard Road restoration
 - m. General construction details
7. Prepare the following 30 percent complete engineering drawings for Par-3 aboveground storage facility.
- a. Access, construction limits, removals, and erosion and sediment control
 - b. Par-3 storage site layout and grading
 - c. Par-3 storage cross section guidance plan
 - d. Par-3 storage cross sections
 - e. Landfill grading for Par-3 excess soils disposal
 - f. Cross sections over landfill
 - g. Earthwork quantities
 - h. Pedestrian bridge plans and elevations (up to 4 prefabricated bridges)
 - i. Pedestrian bridge typical detail
 - j. Pedestrian bridge abutment details
 - k. Par-3 site restoration
 - l. Par-3 site restoration typical details
 - m. General construction details
8. Prepare the following 30 percent complete engineering drawings for the 18th Hole aboveground storage facility.
- a. Access, construction limits, removals, and erosion and sediment control
 - b. 18th Hole storage site layout and grading
 - c. 18th Hole storage cross section guidance plan
 - d. 18th Hole storage cross sections

- e. Landfill grading for 18th Hole excess soils disposal
 - f. Cross sections over landfill
 - g. Earthwork quantities
 - h. Pedestrian bridge plan and elevation (up to 1 prefabricated bridge)
 - i. Pedestrian bridge typical detail
 - j. Pedestrian bridge abutment details
 - k. Par-3 connecting culvert plan and profile
 - l. Par-3 connecting culvert details
 - m. Irrigation pond transfer facility details
 - n. 18th Hole site restoration
 - o. 18th Hole site restoration typical details
 - p. General construction details
9. 30 percent complete engineering drawings for the north course regrading improvements to include the following:
 - a. New storm sewer plan and profile between the 9th hole and 17th hole ponds.
 - b. Cart path replacement at Hole #1
 - c. Communication with **Village's** Golf Course Designer.
 10. Modeling updates. Perform hydrologic and hydraulic modeling updates based on 30 percent engineering. Modeling updates shall include the following:
 - a. Summarize highwater levels in comparison to the concept plan highwater levels included in the IGAs.
 - b. Summarize floodplain impacts for submittal to Illinois Department of Natural Resources.
 - c. Summarize findings into a brief report.
 11. Prepare 30 percent technical specifications and opinion of probable construction cost (OPCC).
 12. Provide 30 percent documents to **Village** for review and comment. Meet with the **Village**, prepare and distribute meeting minutes, and update engineering documents as appropriate.
 13. Provide 30 percent drawings to private utility companies for identification of conflicts and impacts due to proposed improvements.
 14. Attend up to six additional preliminary engineering meetings with **Village** and **Village** consultant. Prepare and distribute meeting minutes.

Final Engineering

1. Prepare 75 percent engineering drawings, technical specifications, and OPCC based on WPD, NTHS, and other agency comments from 30 percent submittal.

2. Provide 75 percent engineering documents to the **Village** for review and comment. Meet with the **Village**, prepare and distribute meeting minutes, and update engineering documents as appropriate.
3. Perform hydrologic and hydraulic modeling updates based on 75 percent engineering and summarize changes between 30 percent and 75 percent completion.
4. Prepare pre-final engineering drawings, technical specifications, and OPCC based on WPD and NTHS comments from the 75 percent submittal.
5. Provide pre-final engineering documents to the **Village** for review and comment. Meet with **Village**, prepare and distribute meeting minutes, and update engineering documents as appropriate.
6. Attend up to four additional prefinal engineering design meetings with the **Village** and **Village** consultant. Prepare and distribute meeting minutes.
7. Attend up to two Council Meetings to present project progress updates.

Communications with WPD and NTHS

1. Submit updated 30 percent engineering drawings to WPD for review following 30 percent review by the **Village**. Attend up to 2 meetings with the **Village** and WPD to discuss comments. Prepare and distribute meeting minutes.
2. Submit updated 30 percent engineering drawings to NTHS for review following 30 percent review by the **Village**. Attend up to 2 meetings with the **Village** and NTHS to discuss comments. Prepare and distribute meeting minutes.
3. Submit updated 75 percent engineering documents to WPD for review following 75 percent review by the **Village**. Attend up to 2 meetings with the **Village** and WPD to discuss comments. Prepare and distribute meeting minutes.
4. Submit updated 75 percent engineering documents to NTHS for review following 75 percent review by the **Village**. Attend up to 2 meetings with the **Village** and NTHS to discuss comments. Prepare and distribute meeting minutes.
5. Submit updated prefinal engineering documents to WPD for review following prefinal review by the **Village**. Attend up to 2 meetings with the **Village** and WPD to discuss comments. Prepare and distribute meeting minutes.
6. Submit updated prefinal engineering documents to NTHS for review following prefinal review by the **Village**. Attend up to 2 meetings with the **Village** and NTHS to discuss comments. Prepare and distribute meeting minutes.

Permitting

1. United States Army Corps of Engineers (USACE) Permit Application. Provide the following assistance to the **Village** applying for USACE permits for stormwater storage areas on the golf courses.
 - a. Develop a narrative explanation of the existing WPD property conditions, the proposed Project, and existing and proposed hydraulics, restoration, and plantings.
 - b. Provide wetland delineation and exhibits supporting the proposed Project.

- c. Attend one pre-submittal meeting with the **Village** and USACE.
 - d. Prepare a joint permit application with updated engineering documents and provide to **Village** for submittal to USACE.
 - e. Provide up to 2 revisions and resubmittals following initial submittal to the USACE.
2. Environmental Permits and Approvals. Assist the **Village** in applying for the following environmental permits:
 - a. IDNR - Joint with USACE application.
 - b. Illinois Environmental Protection Agency Water Quality - joint with USACE application.
 - c. IDNR Eco-Cat Initial Determination.
 - d. State Historic Preservation Agency Initial Determination.
3. Local permitting. Assist the **Village** with preparation of final permit applications to the following agencies with pre-final engineering documents:
 - a. MWRD for Little Duke, Par-3, and 18th Hole storage facilities. This application shall be jointly made by the **Village** and WPD covering **Village** Stormwater Improvements and associated **Village** playfield improvements.
 - b. MWRD for Duke Childs storage facilities. This application shall be jointly made by the **Village** and NTHS covering **Village** Stormwater Improvements and associated NTHS improvements.
 - c. Illinois Department of Transportation for construction traffic and traffic control.

Bidding Related Assistance

The following services will be performed for up to two separately bid projects.

1. Provide final engineering documents and bid tabulation to the **Village** for bidding of the project.
2. Attend pre-bid meeting with the **Village** and prospective bidders.
3. Prepare addenda and answer questions during bidding.
4. Attend bid opening, review bidder information, tabulate and analyze bid results, and assist the **Village** in award of a Construction Contract.
5. Prepare four sets of Contract Documents for final execution by the **Village** and awarded contractor.
6. Respond to requests for information (RFI) submitted by Contractor to the **Village** prior to the start of construction. A total of four RFI are anticipated.

Funding Procurement Assistance

The following services will be performed upon request by the **Village**.

Assist **Village** with preparing applications and gathering supporting documentation for **Village** to apply for funding. Potential funding sources include Federal Emergency Management Agency (FEMA), MWRD Phase 2 or Green Infrastructure Grants, and other grants as appropriate.

If Authorized Services

The following services will be performed upon request by the **Village** under separate written scope and fee authorization issued by the **Village**.

1. Additional meetings: Attend additional meetings beyond those specifically identified above.
2. Public engagement program: Assist the **Village** with implementation of a public engagement program to include preparation of exhibits and attendance at public meetings.
3. Professional land surveying: Perform a boundary survey to establish property boundaries for individual parcels and existing easements. Create plats of survey for new easement documents.
4. Off-Site Mitigation: Assist **Village** in addressing USACE comments if it is determined that significant project changes or off-site mitigation is required.

Village Responsibilities

1. Provide irrigation system design for the Par-3 and 18-Hole golf courses.
2. Provide minor drainage systems design including underdrains, area drains, and storm drain systems for the Par-3 and 18-Hole golf courses.
3. Provide grading drawings for the 18-Hole golf course north of the 18th Hole.
4. Provide planting plans and specifications for temporary and final restoration of the Par-3 and 18-Hole golf courses.
5. Assist **Consultant** by placing at **Consultant**'s disposal all available information pertinent to this Project including previous reports, previous drawings and specifications, and any other data relative to the scope of this Project.
6. Provide access to the site as required for **Consultant** to perform Services under this Agreement.
7. Guarantee access to and make all provisions for **Consultant** to enter upon public and private lands as required for **Consultant** to perform Services under this Agreement.
8. Provide all legal services as may be required for the development of this Project.
9. Provide bidding and contracting documents.
10. Advertise and distribute documents for bidding.

Schedule

Services will begin upon execution of this Extension Agreement, which is anticipated the week of February 15, 2021. Services are scheduled for completion on May 1, 2022.

EXHIBIT B

SPECIAL PROVISIONS

None

EXHIBIT C

COMPENSATION

Compensation

The **Village** shall compensate the **Consultant** for Preliminary Engineering, Final Engineering, Communication with WPD and NTHS, Permitting, and Bidding-Related Services under this **Extension Agreement** a lump sum of \$939,640

The **Village** shall compensate the **Consultant** for Financial Assistance Services under this **Extension Agreement** on an hourly rate basis plus expenses with a total not-to-exceed fee of \$18,000.

The **Village** shall compensate the **Consultant** for If-Authorized Services under this **Extension Agreement** on an hourly rate basis plus expenses with a total not-to-exceed fee of \$40,000.

A RESOLUTION APPROVING AN AGREEMENT WITH JACOBSON GOLF COURSE DESIGN, INC. TO PROVIDE ARCHTECTURE SERVICERS AND PREPARE CONSTRUCTION AND BIDDING DOCUMENTS FOR GOLF COURSE IMPROVEMENTS AT THE SKOKIE PLAYFIELDS

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

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

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

WHEREAS, after several large-scale, 100-year flooding events occurred in a period of only a few years, leading to significant overland and basement flooding in the Village, the Village desires to make infrastructure and other improvements for managing stormwater to reduce flooding in the Village (“*Stormwater Master Plan*”); and

WHEREAS, on March 10, 2020, the Village entered into an Intergovernmental Cooperation Agreement with the Winnetka Park District to construct stormwater management improvements on the Skokie Playfields (“*IGA*”); and

WHEREAS, the IGA permits the Village to make stormwater management improvements on the Skokie Playfields in return for redesigning a portion of the golf course located on the Skokie Playfields (“*Golf Course Improvements*”); and

WHEREAS, the Village desires to retain Jacobson Golf Design, Inc. (“*Consultant*”) to perform architecture services and prepare construction and bidding documents for the Golf Course Improvements (collectively, the “*Services*”); and

WHEREAS, the Village desires to retain the Consultant to perform the Services for the Village pursuant to an extension agreement, which incorporates the terms of the Master Services Agreement for price not to exceed \$149,290 for the Services (“*Agreement*”); and

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

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

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

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

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

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

ADOPTED this ____ day of _____, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 16th day of February, 2021, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**" or "**Owner**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. CONSULTANT.

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

Consultant Name ("Consultant**" or "**Designer**"):** **Jacobson Golf Course Design, Inc.**

Address: **838 Furlong Drive, Libertyville, IL 60093**

Telephone No.: **(847) 918-1361**

Email: **contact@jacobsongolfcoursedesign.com**

Project Name/Description: **West Winnetka Stormwater Phase II Design**

Agreement Amount: **\$145,000**

B. Project Description. *Design and consulting services for the renovations to the Winnetka Golf Club Golf Courses as part of the Village of Winnetka's West Side Stormwater Improvements*, as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**.

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

SECTION 2. SCOPE OF SERVICES.

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

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

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Agreement by the Village, but in no event later than the schedule set forth in **Exhibit B** of this Agreement ("**Time of Performance**").

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. The Agreement Amount shall be paid in accordance with the terms of this Agreement and Exhibit A. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

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

D. Claim In Addition To Agreement Amount.

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

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

changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

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

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

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All

subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement; provided, however, that this indemnity does not, and will not, apply to claims arising out of the sole negligence on the part of the Village.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$2,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement. At the Village's request, the Consultant shall use commercially reasonable efforts to increase the amount of insurance coverage that it maintains during the term of this Agreement provided that the Village reimburses Consultant for the costs to increase the amount of such coverages.

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to,

this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

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

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

D. Termination.

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

2. **Termination for Breach.** This Agreement may be terminated by either party upon 10 days' written notice should the other party fail to perform in accordance with the terms of this Agreement after having been given written notice of such failure and 30 days to cure. At the time of such termination, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any,

prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. Provision of Information to Consultant. The Village shall, during the term of this Agreement, provide to Designer full, accurate and complete information regarding the requirements for the Services. The Village has furnished a topographic survey of recent date for the site of the Services, reflecting, as applicable: grades and lines of streets, alleys, pavement, and adjoining property; rights-of-way, restrictions, easements, wetland delineations, encroachments, zoning, deed restrictions, boundaries and contours of the site of the Project; locations, dimensions and complete data pertaining to existing buildings and trees; and full information concerning available service and utility lines both private and public, above and below grade, including inverts and depths. Owner shall also furnish to Designer, as applicable, zoning restrictions, deed restrictions, geotechnical reports and hydrological information relating to the site of the Services. Nothing in this Section 7.M shall be interpreted as a waiver of Consultants obligations set forth in Section 1.C of this Agreement.

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Village Manager

With a copy to:

Elrod Friedman, LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

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

Rick Jacobson
Jacobson Golf course Design, Inc.
838 Furlong Drive
Libertyville, Illinois 60093

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

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

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

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

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

J. Authority to Execute.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this 16th day of February, 2021.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village President

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL

Golf Course Architectural Services Proposal

VILLAGE OF WINNETKA

ARTICLE I

SCOPE OF DESIGNER'S WORK

1.1 Basic Services

Designer's basic services (the "Basic Services") shall consist of the services described below during the following two (2) phases of the Project with collaboration and information sharing, as appropriate, with Owner's consultants:

(A) Construction Documents Phase and (B) Bidding and Negotiation Phase.

(A) CONSTRUCTION DOCUMENTS PHASE

1) Construction Documents

Based on the approved Conceptual Storm Water Management Plan prepared by Designer with the last revision date of 11/11/2019 and included as Exhibits D and E in the IGA dated March 10, 2020, the Designer shall prepare for and submit to Owner and Project Engineer for approval, Construction Documents (defined below) necessary for construction of the Project, provided Designer is given sufficient and timely information from the Owner's engineers and consultants. The Construction Documents shall consist of the Working Drawings and Specifications. Working Drawings shall consist of:

- a) Grading Plan (1"=50' scale) for the golf course features on the 18-hole and 9-hole golf courses. Strand Associates, Inc. will develop grading plans adjacent to the 9-hole Par 3 course and 18th hole of the 18-hole course stormwater storage areas up to the north/south ridgeline north of the 18th hole. Strand Associates, Inc. shall collaborate with Designer for grading input in these areas of the par 3 course and 18th hole.
- b) Golf Course Feature Drainage Plan (1"=50' scale) for the minor drainage system as needed for the golf course. Strand Associates, Inc. is designing the major stormwater storage and conveyance system.
- c) Grassing Plan (1"=50' scale) and specifications for restoration of disturbed areas on the 9-hole and 18-hole golf courses.
- d) Tree Removal Plan (1"=50' scale) for the 18-hole and 9-hole golf courses
- e) Construction Details for Golf Course Feature Construction (Not to Scale).

- f) Irrigation system restoration plans and specifications for the 9-hole and 18-hole golf courses per Erik Christensen Design Group, Ltd. Services Agreement with Designer included as Exhibit I.

The Designer shall assist with the coordination of plans between the Owner's consultants. Such consultants may include but are not limited to project engineer and geotechnical engineer.

2) Technical Specifications

Designer shall prepare Technical Specifications setting forth the requirements for the construction of the project, duties and responsibilities of the Designer, and the responsibilities of the Owner.

It is acknowledged that the Specifications for the stormwater management drainage system, bridges, replacement of existing cart paths impacted by the stormwater management project, abutments, retaining walls, and similar items are not the responsibility or obligation of the Designer and are to be designed by the Owner's Consultants, at the Owner's direction and responsibility. The Designer shall assist with the coordination of plan documents with the Owner's Consultants.

3) Board Meetings

Designer shall attend a maximum of 10 hours of Board meetings/presentations/rendering preparation.

4) Winnetka Park District Coordination

Designer shall attend a maximum of 12 hours of meetings with the Winnetka Park District to discuss contracts/design development.

The Construction Documents Phase shall end (and the next Phase shall begin) when Owner has (i) approved the Construction Documents, or (ii) commenced soliciting or obtaining bids or negotiating proposals for construction of the project, whichever occurs first.

(B) BIDDING AND NEGOTIATION PHASE

- 1) Designer assists the Owner with Golf Course Contractor Bidding and Negotiation by providing:
 - a) Bid Form for golf course work to be incorporated into the bid tabulation for the total project.
 - b) List of Qualified Contractors
 - c) Attend Pre-bid Meeting
 - d) Bid analysis
 - e) Bid award of contract.

The bidding and negotiation phase shall end when the Owner has awarded a construction contract for any part of the renovation of the Winnetka Golf Club or commenced with construction on any part thereof.

1.2 Additional Services

(A) The services listed below in this Section 1.2 (hereinafter the "Additional Services") are not included in the definition and description of Basic Services as requested by Owner and performed by Designer shall be paid to Designer by Owner as follows: one hundred ninety-five dollars (\$195.00) per hour, for Design or Construction Observation/Contract Administration Services and one hundred and twenty five dollars (\$125.00) per hour for AutoCAD services and sixty five dollars (\$65.00) per hour for in-house office administrative/clerical services.

(B) Additional Services may include, without limitation, the following, providing the same are known to and approved by Owner prior to rendition:

- 1) Presentations to Boards, Committees etc. as requested by the Owner and that are not included in the Basic Services as outlined in Section 1.1.
- 2) Revising previously approved, by Owner, Construction Documents, including Drawings, Specifications, or other documents to accomplish changes not initiated by Designer.
- 3) Revising or adding working drawings and details if required by governing agencies after completion of plans and permitting as designated in Section 1.1, A. This will include time spent with other consultants for purposes of integrating golf requirements into the overall approval and entitlement process. Designer's services to amend documents based on regulatory agency or periodic design reviews during production of the construction documents by the Village of Winnetka and Winnetka Park District are part of the Designer's basic services in Section 1.1,A.
- 4) Preparing documents for alternate bids requested by Owner that are not designated in Section 1.1, B.
- 5) Providing consultation concerning replacement of any part of the Project damaged by casualty or other cause during construction, which was not incurred as a result of Designer's negligence and furnishing professional services of the type defined herein as "Basic Services" as may be required in connection with the replacement of such parts of the Project.
- 6) Providing professional services made necessary by the default of Contractor or any subcontractor in the performance of the Construction Documents, or any

other defaults of any subcontractor or supplier of materials.

- 7) Providing services as a witness or consultant in connection with any judicial, arbitration or administrative proceeding; and appearing an excessive number of times in public hearings or before governmental agencies.
- 8) Providing any other services not otherwise included under "Basic Services" as defined in this Agreement.
- 9) Preparing as-built drawings after final grading and installation of irrigation system.

(C) All payments from the Owner to the Designer for Additional Services shall be paid to the order of Jacobson Golf Course Design, Inc. and to be delivered to the office whose address is 838 Furlong Drive, Libertyville, Illinois 60048. The Village of Winnetka shall follow the Illinois Prompt Payment Act.

ARTICLE II

DESIGNER'S COMPENSATION

2.1 In consideration for the execution of this Agreement and the performance of the Basic Services, Owner shall pay to Designer the sum of One Hundred and Forty Nine Thousand Two Hundred and Ninety Dollars (\$149,290.00). Monthly invoices will be submitted by Designer and payments made by Owner based on the percentage of work completed by Designer in each phase. However, the total amount will be due upon completion of each phase as outlined below:

	<u>Hours / Fee</u>
<u>Phase A - Construction Documents</u>	
Grading Plan.....	<u>230 / \$ 44,850.00</u>
Golf Course Feature Drainage Plan.....	<u>140 / \$ 27,300.00</u>
Grassing Plan.....	<u>75 / \$ 14,625.00</u>
Tree removal Plan.....	<u>75 / \$ 14,625.00</u>
Construction Details.....	<u>30 / \$ 5,850.00</u>
Technical Specifications.....	<u>45 / \$ 8,775.00</u>
Board Meetings.....	<u>10 / \$ 1,950.00</u>
Winnetka Park District Coordination.....	<u>12 / \$ 2,340.00</u>
Administrative/Clerical.....	<u>20 / \$ 1,300.00</u>
Construction Documents Total.....	<u>\$121,615.00</u>
<u>Phase B - Bidding and Negotiation</u>	
Bid Form.....	<u>31 / \$ 6,045.00</u>
List of Qualified Contractors.....	<u>5 / \$ 975.00</u>
Attend Pre-bid Meeting.....	<u>10 / \$ 1,950.00</u>
Bid Analysis.....	<u>10 / \$ 1,950.00</u>
Bid Award of Contract.....	<u>5 / \$ 975.00</u>

Administrative/Clerical.....12 / \$ 780.00
Bidding & Negotiation Total.....\$12,675.00

Irrigation Design

Design Development, CD's, Bidding Administration.....\$ 15,000.00

PROJECT TOTAL FEE.....\$149,290.00

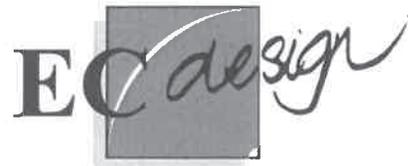
- 2.2 All payments from Owner to Designer pursuant to this Article II shall be paid to the order of Jacobson Golf Course Design, Inc. and to be delivered to the office whose address is 838 Furlong Drive, Libertyville, Illinois 60048. Any payment due Designer which is not paid within 30 days of invoicing shall bear interest at the rate of eighteen percent (18%) per annum until paid, and may also constitute an event of default under this Agreement.

ARTICLE III

REIMBURSABLE EXPENSES

- 4.1 Owner shall reimburse Designer, in addition to payments for the Basic Services and Additional Services and compensation for or to any Project representatives, for any additional coverage to the Designer's professional liability insurance, requested by Owner and which is in excess of amounts and coverage normally carried by Designer, which is \$1,000,000 per occurrence and \$2,000,000 aggregate coverage.

Exhibit I



ERIK CHRISTIANSEN DESIGN GROUP, LTD.

SERVICES AGREEMENT

THIS AGREEMENT between **Erik Christiansen Design Group, Ltd.**, (an Independent Contractor to Jacobson Golf Course Design, Inc.) 400 5th Street, West Des Moines, Iowa 50265 ("Irrigation Consultant") and **Jacobson Golf Course Design, Inc.** ("Client") and is entered into on the date signed by Irrigation Consultant. The parties agree as follows:

1. **Irrigation Consultant's Services.**
 - a. Irrigation Consultant agrees to provide Client professional services for the irrigation improvement of the project described on Exhibit A attached hereto (the "Project"). The services to be provided are itemized on Exhibit A ("Services"). Client has reviewed the Services and agrees that the Services represent the scope of work Irrigation Consultant is to perform.
 - b. Additional Services beyond the foregoing services may be provided if confirmed in writing.
 - c. Irrigation Consultant agrees to provide its professional services in accordance with generally accepted standards of its profession. Irrigation Consultant agrees to put forth reasonable efforts to comply with codes, laws and regulations in effect as of the date of this Agreement.
 - d. Notwithstanding any other term in this Agreement, Irrigation Consultant shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications.

- e. Any construction-phase services will only be provided to determine the general progress of the work, but will not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. Irrigation Consultant maintains the right but not the duty to recommend that Client reject work that does not appear to conform generally to the plans and specifications.
- f. Irrigation Consultant shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

2. Client's Responsibilities

- a. Client agrees to provide Irrigation Consultant with all Owner provided information, plans, drawings, surveys, reports, documentation, and professional recommendations requested by Irrigation Consultant to provide its professional services. Irrigation Consultant shall rely solely on the accuracy and completeness of these items.
- b. Owner agrees to advise Client and Irrigation Consultant of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions unless otherwise agreed to in writing.
- c. Owner will obtain and pay for all necessary permits from authorities having jurisdiction over the project. Irrigation Consultant can assist Client with this obligation by assisting in completing and submitting appropriate paperwork and forms to governing authorities.
- d. Client agrees to provide the items described in this Agreement and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Irrigation Consultant services.

3. Compensation and Payments

- a. Client agrees to pay Irrigation Consultant for Services and Additional Services as set forth on Exhibit A.
- b. Client agrees to pay Irrigation Consultant Reimbursable Expenses including but not limited to the following: duplicating and plotting of documents for reproduction.
- c. Irrigation Consultant shall bill Client for Services and Reimbursable Expenses once a month. All payments are due upon receipt of invoice. Village of Winnetka shall comply with the Illinois Prompt Payment Act.

4. **Termination**

- a. Either Client or Irrigation Consultant may terminate this Agreement upon thirty days written notice.
- b. If terminated, Client agrees to pay Irrigation Consultant for all Services rendered and Reimbursable Expenses incurred up to the date of termination.
- c. Irrigation Consultant may suspend the performance of its services if Client fails to pay Irrigation Consultant in full for services rendered or expenses incurred. Irrigation Consultant shall have no liability because of such suspension of service or termination due to nonpayment.

5. **Ownership of Documents**

- a. All instruments of professional services prepared by Irrigation Consultant including but not limited to, drawings and specifications are the property of Irrigation Consultant, and these documents shall not be reused on other projects without an Irrigation Consultant's written permission. Irrigation Consultants retain all rights, including the copyright in its documents. Client or others cannot use Irrigation Consultant's documents to complete this Project with others unless Irrigation Consultant is found to have materially breached this Agreement.
- b. Irrigation Consultant reserves the right to include representations of the Project in its promotional and professional materials with written approval from the Village of Winnetka prior to the use of the materials.

6. **Governing Law**

- a. This Agreement is governed by the law of the state of Illinois.

7. **Entire Agreement and Severability**

- a. This Agreement is the entire and integrated agreement between Client and Irrigation Consultant and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Irrigation Consultant.
- b. In the event that any term or provision of this Agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken

from this Agreement, and the balance of this Agreement shall survive and remain enforceable.

8. **No Assignment**

- a. Neither party can assign this Agreement without the other party's written permission.

9. **Indemnification**

- a. Client agrees to indemnify, defend and hold Irrigation Consultant harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Irrigation Consultant's negligent errors or omissions.

10. **Attorneys' Fees**

- a. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the predominantly prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

11. **Expiration of Proposal**

- a. If this Agreement is not accepted within thirty (30) day, the offer to perform the described services is withdrawn and shall be null and void.

12. **Certificate of Insurance**

- a. Irrigation Consultant shall include Jacobson Golf Course Design, Inc. as an additional insured for this project. Irrigation Consultant shall provide a copy of the Certificate of Insurance prior to commencing with services.

IRRIGATION CONSULTANT:

JACOBSON GOLF COURSE DESIGN, INC:

Erik Christiansen

Rick Jacobson

Erik Christiansen Design Group, Ltd.

Signature: _____

(as Independent Contractor to Jacobson Golf Course Design, Inc.)

By _____

Address: _____

Erik Christiansen, President

Dated: _____

_____ Dated:

EXHIBIT A

ARTICLE 1: PROJECT

That the Client does hereby consider employing the Irrigation Consultant to render professional services for the "Winnetka Golf Club Irrigation Project" to the extent and kind defined in Article 2, below.

ARTICLE 2: SERVICES

The professional service of the Irrigation Consultant shall be as follows:

IRRIGATION DESIGN DEVELOPMENT (modifications on existing 18-Hole Course and 9-Hole Par 3 Course – as per architectural renovation)

- ◆ Review Existing Documentation & As-Builts (Owner &/Or Architect)
- ◆ Compile Computer Generated Data Base
- ◆ Pump Station & Water Source Analysis
- ◆ Irrigation Supply Lake Recharge Pump/Piping System
- ◆ Irrigation Demands & Hydraulic Piping Calculations
- ◆ Irrigation Product Application & Analysis
- ◆ Irrigation Budgetary Estimate

IRRIGATION CONSTRUCTION DOCUMENTS

- ◆ Revise Preliminary Design & Cost Estimating
- ◆ Outline Specification
- ◆ Final Diagrammatic Construction Documents & Specifications (Project Manual)
- ◆ Final Irrigation Design – for bidding

PRE-BID & BIDDING ADMINISTRATION

- ◆ Attendance of Pre-Bid Meeting at Course
- ◆ Addendums & Bidding Administration
- ◆ Contractor Analysis & Selection of Successful Bidder
- ◆ Review Shop Drawings & Submittals

Scope	Estimated Hours & Rates	Total
Irrigation SD-DD Documents	44 hours @ \$125.00 per hour	\$5,500.00
Irrigation CD Documents	48 hours @ \$125.00 per hour	\$6,000.00
Pre-Bid & Bidding Administration	28 hours @ \$125.00 per hour	\$3,500.00

LUMP SUM PROFESSIONAL SERVICES & ASSOCIATED FEES.....\$15,000.00**

**Consulting fee includes golf irrigation related plans and specifications. Owner’s Engineer will be responsible for all structural and electrical/mechanical engineering if required.*

ARTICLE 3: ADDITIONAL SERVICES & PAYMENT

The Client agrees to pay the Irrigation Consultant for professional services as follows:

1. All work shall be billed on a monthly basis after completion as specified in the above phases. The Village of Winnetka shall comply with the Illinois Prompt Payment Act.
2. All additional fees and Additional Services above and beyond the stated Phases shall be billed at a rate of \$125.00 per hour. Additional Services shall be reviewed and approved by the Village of Winnetka prior to commencement. Additional services/costs not approved by the Village of Winnetka will not be paid for by the Village of Winnetka.

EXHIBIT B

Schedule

The Services shall commence by March 1, 2021, provided that (i) Consultant receives written notice from the Village that this Agreement has been fully executed by both parties; and (ii) the Village and its other consultants provide Consultant required information to Consultant promptly and review and response timeframes are reasonable within industry standards. The schedule for the Time of Performance is as follows:

- A. Completion of Basic Services set forth in Article 1.1(A) of the Proposal – Construction Documents Phase: 120 days.
- B. Completion of Basic Services in Article 1.1(B) of the Proposal – Bidding and Negotiation Phase: 45 days.



Agenda Item Executive Summary

Title: Draft Ordinance No. MC-2-2021: Demolition Day & GFA Bonus for Historic Homes (Policy Direction)

Presenter: David Schoon, Community Development Director

Agenda Date: 02/16/2021

Consent: YES NO

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

Item History:

1/12/21 Village Council held a study session to discuss extending the demolition delay period for historic or architecturally significant homes and establishing a design review process for all new single-family homes.

Executive Summary:

On February 16, 2021 the Village Council is scheduled to review a draft ordinance that would amend the Village Code to:

1. Allow the LPC to order the issuance of a demolition delay for a period up to, but not exceeding 270 days from the date the complete application for a demolition permit is filed with the Village to afford an opportunity to find alternatives to demolition.
2. Provide a 20% gross floor area bonus (the Village’s Zoning Ordinance uses the term “maximum building size” instead of gross floor area) to any single-family home that the LPC finds to be historic or architecturally significant.

At the January 12, 2021, Village Council Study Session, the Council directed staff to prepare such an ordinance for Council's further discussion.

A separate staff report summarizing the proposed amendments is attached.

Recommendation:

Staff requests further policy direction from the Village Council regarding the proposed Village Code amendments to extend the demolition delay period and to create a 20% gross floor area bonus for single family homes that the Landmark Preservation Commission determines to be historic or architecturally significant. With that additional policy direction, staff will prepare for a March 2, 2021, Village Council public hearing on the proposed amendments.

Attachments:

- Staff Report
- Attachment A - Draft Ordinance No. MC-02-2021
- Attachment B – Current Demolition Permit Ordinance (Chapter 15.52)
- Attachment C – Current Landmark Preservation Ordinance (Chapter 15.64)
- Attachment D – Analysis of Proposed 20% Historic Gross Floor Area Bonus
- Attachment E – January 12, 2021 Village Council Study Session Minutes



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: PETER FRIEDMAN, VILLAGE ATTORNEY
DAVID SCHOON, DIRECTOR
DATE: FEBRUARY 11, 2020
SUBJECT: DEMOLITION DELAY & SINGLE-FAMILY DESIGN REVIEW DISCUSSION

INTRODUCTION

On February 16, 2021, the Village Council is scheduled to continue its discussions regarding amendments to Village regulations regarding historic and architecturally significant homes.

At the January 12, 2021, Village Council Study Session, the Village Council discussed:

- Extending the current 60-day delay period for a structure that the Landmark Preservation Commission (LPC) determines is historic or architecturally significant.
- Establishing a design review process for all new single-family homes.
- Using other tools to encourage the preservation of historic or architecturally significant structures.

(See Attachment E for a copy of the January 12, 2021 Study Session minutes.)

After hearing a presentation by staff and comments from the public, the Village Council discussed the above topics. The Council decided at this time to only consider extending the demolition delay time-period for structures the LPC determines to be historic or architecturally significant. The Council concluded that the discussion of the other items should occur after the Council hears from the community during the development of the updated Comprehensive Plan, which is currently on hold due to the pandemic.

The Council directed staff to prepare code amendments that would do the following:

1. Allow the LPC to order the issuance of a demolition delay for a period up to, but not exceeding 270 days from the date the complete application for a demolition permit is filed with the Village to afford an opportunity to find alternatives to demolition.
2. Provide a 20% gross floor area bonus (the Village's Zoning Ordinance uses the term "maximum building size" instead of gross floor area) to any single-family home that the LPC finds to be historic or architecturally significant.

The draft code amendments are found in Attachment A, Ordinance MC-02-2021, titled "An Ordinance Amending Title 15 of the Winnetka Village Code, and Section 17.30.030 of the Winnetka Zoning Ordinance Concerning Demolition Permits and Maximum Building Size for Historic and Architecturally Significant Structures." At the February 16 meeting, staff will review the proposed amendments with

the Village Council. A public hearing on the proposed amendments is currently scheduled for the March 2, 2021, Village Council meeting.

DEMOLITION DELAY AMENDMENT

The amendments to extend the demolition delay are rather straightforward. Section 15.52.070 of the Chapter 15.52, Demolition permits would be amended to read as follows:

A. Delay for Preservation of Significant Structure.

1. Upon finding that a building or structure proposed to be demolished meets the standards for significance set forth in Section 15.52.060(C)(5), the Landmark Preservation Commission may order that the issuance of the permit be delayed for ~~up to sixty (60)~~ **a period up to, but not to exceed, 270 days from the date the complete application for a demolition permit is received by the Director** to afford an opportunity to find alternatives to demolition

Other sections of this Chapter are amended to be consistent with the above subsection. In addition, other amendments have been made to the Chapter to clarify what is meant by a “complete application” to better reflect the current practice of the demolition application submittal process. For a copy of the current Demolition Permit Ordinance, see Attachment B.

20% MAXIMUM BUILDING SIZE BONUS

The proposed amendments to the Village Code would provide two ways by which a property may become eligible for the 20% historic maximum building size (GFA) bonus:

1. During the existing demolition permit review process, or
2. During a new maximum building size bonus process.

The first way an owner may obtain a GFA bonus is after an owner files an application for a demolition permit. Under the Village’s current process, the Landmark Preservation Commission is tasked with determining whether a structure an owner seeks to demolish is historic or architecturally significant. The proposed ordinance would permit an owner, upon a determination by the LPC that a single-family home is historic or architecturally significant, to withdraw their demolition permit application and preserve the house. If the owner withdraws their demolition permit and agrees to preserve the building, the owner shall be entitled to a one-time, GFA bonus of 20%.

The second way an owner may obtain a GFA bonus is by applying directly to the LPC for a determination that the property is historic or architecturally significant, but without first seeking a demolition permit. If the Commission determines that the building is historic or architecturally significant, the property would automatically qualify for the one-time, 20% GFA bonus. The proposed code amendments establish this new process.

As currently drafted, the 20% GFA bonus would only be available for properties that the LPC has not previously determined to be historic or architecturally significant, either through the demolition permit review process or the local landmark designation process. The purpose of the bonus is to incentivize owners of significant homes to preserve their homes instead of demolishing them. Once the property becomes eligible for the one-time 20% historic density bonus, the bonus remains with the property unless a property owner demolishes the home. Once that occurs the bonus is no longer available for that property.

A property owner that receives a GFA bonus through one of the two processes is not permitted to automatically use it. Rather, as the ordinance is drafted, an owner seeking to renovate the exterior or add on to a historic or architecturally significant building must seek further approval to use it. Given the Council indicated an interest in creating a streamlined process, the proposed amendments assign the responsibility to staff for ensuring the proposed exterior changes do not destroy the building’s historic or architecturally significant nature. The Community Development Director will determine whether the proposed changes comply with a set of design standards. Given this responsibility would be handled administratively, staff believes it is important that the design standards be as specific as possible to provide guidance to not only the applicants, but also to staff. To help provide such guidance, the proposed guidelines are the same guidelines that the Landmark Preservation Commission uses to review exterior changes to local landmarks. (See Attachment C for a copy of the current Landmark Preservation Ordinance.) Staff would like to note that given the current Community Development staff has limited architectural expertise in the area of preservation of historic homes, staff may need to seek outside assistance from design professional with expertise with historic homes.

It should be noted that the ordinance has been drafted to allow a property to use a GFA bonus only once. This is to prevent an owner from applying for multiple and successive bonus. Further, in the event that an owner destroys the historic or architecturally significant nature of the building after it has used the bonus, the owner would lose the bonus and need to bring the property back into compliance with the generally applicable maximum building size requirements in the applicable zoning district.

BENEFITS OF A 20% HISTORIC GFA BONUS

Village Council members requested additional information regarding what sort of incentive a 20% GFA bonus would provide a property owner. Table 1 below lists the maximum allowable gross floor area for a lot that meets the minimum lot size in each zoning district and shows the amount of gross floor area square footage that would be made available with the 20% GFA bonus for historic renovations/additions.

It should be noted that when gross floor area was added in 1989 as a measure to limit the bulk of a home, a distinction was made between the maximum GFA for an existing home (Pre-FAR Building – built before February 7, 1989) and a new home (Post-FAR Building – built after February 7, 1989) on lots up to 16,000 square feet in lot area. Currently, a 5% bonus is provided to existing homes compared to new homes on these smaller lots.

Table 1

	A	B	C	D	E	F
Zoning District	Minimum Interior Lot Area Requirement (s.f.)	Current Allowable GFA (Renovation - Pre-1989 Construction) (s.f.)	Current Allowable GFA (New Home Construction) (s.f.)	Current Renovation GFA Bonus (Pre-1989 Construction) (s.f.)	Proposed 20% GFA Bonus for Historic Renovation (s.f.)	Proposed Total GFA with 20% GFA Bonus for Historic Renovation (s.f.)
				(B minus C)		
R5	8,400	3,360	3,192	168	672	4,032
R4	12,600	4,335	4,120	215	867	5,202
R3	16,000	5,015	5,015	0	1,003	6,018
R2	24,000	7,335	7,335	0	1,467	8,802
R1	48,000	12,855	12,855	0	2,571	15,426

Staff also reviewed demolition permit applications from the past six years to identify a handful of examples to apply the proposed 20% GFA bonus (Note: 799 Foxdale is an exception; we had to go back to 2006 to find a home in the R5 District that was issued a demolition delay. Most homes that are found to be significant and issued a demolition delay are on larger lots.) Attachment D contains information regarding each property, and Table 2 below provides a summary of the following characteristics of each property:

- Zoning
- Lot size
- Maximum allowed GFA (including potential additions to the existing structure)
- Original home GFA
- Remaining GFA available for addition(s)
- 20% GFA Bonus
- Total GFA with 20% GFA Bonus

Table 2

	A	B	C	D	E	F	G
	Zoning	Lot Size (sf)	Maximum Allowed GFA, Including Potential Additions (sf)	Original Home GFA ⁽¹⁾ (estimate) (sf)	Remaining GFA Available for Addition (sf)	20% Bonus GFA (sf)	Total GFA w/ 20% Bonus (sf)
					(C - D)	(B * 20%)	(C + F)
DEMOLITION DELAY ISSUED							
735 Sheridan Rd	R2	91,117.0	22,771.9	11,928.0	10,843.9	4,554.4	27,326.3
636 Garland Ave	R4	20,820.6	6,480.8	3,814.0	2,666.8	1,296.2	7,776.9
1015 Starr Ave	R3	18,800.0	5,838.2	4,817.0	1,021.2	1,167.6	7,005.8
1180 Oakley Ave	R3	16,796.0	5,241.1	3,962.0	1,279.0	1,048.2	6,289.3
560 Oak St	R4	14,025.0	4,620.0	4,700.0	(80.0)	924.0	5,544.0
799 Foxdale Ave (900 Eldorado)	R5	7,500.0	3,000.0	2,863.0	137.0	600.0	3,600.0
HAIS REQUIRED - NO DELAY							
461 Maple St	R5	11,948.0	4,205.0	3,980.0	225.0	841.0	5,046.0
532 Orchard Ln (315 Poplar St)	R5	8,081.3	3,207.3	2,119.0	1,088.3	641.5	3,848.8

(1) It should be noted that these figures are estimates based upon plats of survey, as due to the age of the homes, we did not have records for the GFA. Exceptions are 735 Sheridan and 1180 Oakley; we did have actual numbers for these two properties

In our list of examples, nearly all of the properties had excess GFA (Column E). However, that may not be enough available GFA to encourage someone to construct an addition and to rehabilitate an historic home. For example, 1180 Oakley Avenue had 1,279 square feet of available gross floor area for an addition. However, that property owner applied for a variation to add 2,311 square feet to the house for a total square footage of 6,273 square feet. That additional square footage required a gross floor area variation of 1,032 square feet or 19.7%. The owner of 1180 Oakley Avenue made the argument that the historic home contained a small kitchen and a large formal living room and a large formal dining room. In order to preserve the formal living and dining rooms and the front façade, while at the same time providing the more contemporary element of great room consisting of a family room, dining area, and larger kitchen, the property owner requested a GFA variation (as well as a total side yard setback variation), which were recently approved by the Village Council. If the proposed Code amendments had been in effect when 1180 Oakley went through the demolition permit review process, the property owner would have received the 20% GFA bonus as the Commission had found the home to be architecturally significant. The applicant would not have had to apply for a GFA variation but still would have had to apply for the total side yard setback variation.

Under the proposed amendments the only relief that would be granted would be the 20% GFA bonus. The property would still need to meet all other zoning requirements as well as all other development regulations, including but not limited to applicable building codes and stormwater requirements.

The Council will need to determine if the 20% GFA bonus is appropriate and sufficient to encourage the preservation of homes that the Landmark Preservation Commission determines to be historic or architecturally significant.

SUNSET CLAUSE

During the January 12 Council discussion regarding amending the Village Code to extend the demolition delay period and grant a 20% historic GFA bonus, the Council discussed the ordinance having a sunset clause. The Council discussed these two amendments as an interim measure until the Council heard from the community during the Comprehensive Plan process regarding what measures and steps the Village should take to further the preservation of historic and architecturally significant homes. The proposed idea was to have the amendments sunset one year from the Village Council's adoption of the updated Comprehensive Plan. The one-year period was to provide an incentive for the Village Council to take action by either re-adopting the currently proposed amendments or to adopt a new more comprehensive set of historic preservation policies and regulations.

Generally, when adding sunset provisions to an ordinance, the sunset provision contains a date certain, so that everyone is on notice when the ordinance provision will cease, and the previous ordinance provisions would go back into effect. Not knowing when the updated Comprehensive Plan will be adopted by the Council, as of today we and the public do not know when the ordinance amendments would sunset. Rather than set the sunset date of the ordinance to an uncertain date, the Council may wish to consider setting the sunset date to a date certain, such as a specific number of years from the date the ordinance is adopted or to a specific date.

Rather than include a sunset provision in the ordinance, the ordinance could include a Whereas Clause stating that it is the Village Council's intent to review these proposed amendments within a year of the Council's adoption of an updated Comprehensive Plan to determine if further amendments should be made to the Village's regulations so as to further support the preservation of historic and architecturally significant structures in the community. At the January 16 Council meeting, we would like to hear further from the Council regarding how it would like to proceed on this issue.

SUMMARY

At the February 16, 2021, staff is looking for further policy direction from the Village Council regarding the proposed Village Code amendments to extend the demolition delay period and to create a 20% gross floor area bonus for single family homes that the Landmark Preservation Commission determines to be historic or architecturally significant.

Based upon the comments staff receives from the Council, we will revise the ordinance accordingly in preparation of a March 2, 2021, public hearing on the proposed amendments. We will get notices out to the community, including the development community regarding the proposed changes.

ATTACHMENTS

Attachment A - Ordinance MC-02-2021, titled An Ordinance Amending Title 15 of the Winnetka Village Code, and Section 17.30.030 of the Winnetka Zoning Ordinance Concerning Demolition Permits and Maximum Building Size for Historic and Architecturally Significant Structures.

Attachment B – Current Demolition Permit Ordinance (Chapter 15.52)

Attachment C – Current Landmark Preservation Ordinance (Chapter 15.64)

Attachment D – Analysis of Proposed 20% Historic Gross Floor Area Bonus

Attachment E – January 12, 2021 Village Council Study Session Minutes

ORDINANCE NO. MC-__-2021

AN ORDINANCE AMENDING TITLE 15 OF THE WINNETKA VILLAGE CODE, AND SECTION 17.30.040 OF THE WINNETKA ZONING ORDINANCE CONCERNING DEMOLITION PERMITS AND MAXIMUM BUILDING SIZE FOR HISTORIC AND ARCHITECTUALLY SIGNIFICANT STRUCTURES

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village has promoted the identification and preservation of historic and architecturally significant structures in the Village in accordance with standards and procedures established in Chapter 15.64 ("**Landmark Preservation Regulations**") of the "Winnetka Village Code," as amended ("**Village Code**"); and

WHEREAS, in furtherance of the Village's goals to preserve historic and architecturally significant structures, the Village has adopted regulations for the evaluation and possible delay of demolition permits in Chapter 15.52 of the Village Code ("**Demolition Permit Regulations**") to allow for the identification of historic and architecturally significant structures; and

WHEREAS, the Village Council desires to amend the Demolition Permit Regulations and make corresponding amendments to the maximum building size regulations in Section 17.30.040 of the "Winnetka Zoning Ordinance," as amended ("**Zoning Ordinance**") to continue to encourage the preservation of historic and architecturally significant buildings in the Village (collectively, "**Proposed Amendments**"); and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, on _____, 2021, after due notice, the Village Council held a public hearing to consider the Proposed Amendments; and

WHEREAS, the Village Council has determined that adoption of the Proposed Amendment, as set forth in this Ordinance, will serve and be in the best interest of the Village;

NOW, THEREFORE, the Council of the Village of Winnetka ordains as follows:

SECTION 1: RECITALS. The recitals in this Ordinance are incorporated into this Section as the findings of the Village Council, as if fully set forth in this Section.

SECTION 2: AMENDMENT TO SECTION 15.52.020 OF THE VILLAGE CODE. Section 15.52.020, titled "Permit Application," of Chapter 15.52, titled "Demolition Permits," of the Village Code shall be amended to read as follows:

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Additions are bold and double-underlined; deletions are struck through

“Section 15.52.020 Permit Application.

- A. All applications for a demolition permit shall be submitted on forms provided by the Director. No demolition permit application shall be accepted for processing unless it is complete and is accompanied by all applicable fees, deposits and all items required by the following subsection **B; however, the Director may waive or defer the submittal of items 3 and 7 of Subsection B until after the Landmark Preservation Commission has made its determination regarding the historic or architectural significance of the building proposed to be demolished.**
- B. Contents of application. The application for building permit shall be signed by the owner and shall include the following:
1. A legible property survey, prepared and sealed by a surveyor licensed by the State of Illinois. The survey shall include the legal description of the property and shall accurately depict lot boundaries, lot area and current improvements.
 - ~~2. A tree and utilities plan, drawn to scale, depicting the location, size and species of all existing trees, the location of all proposed protective fencing and the location of all existing underground utilities on the property.~~
 - ~~32.~~ A proposed demolition and construction schedule.
 - ~~43.~~ A waste reduction and recycling plan, as provided in Section 15.54.080 of this Code.
 - ~~54.~~ A list of the addresses of all properties located within ~~two hundred fifty (250)~~ feet of the subject property.
 - ~~65.~~ Disclosure and proof of ownership, consisting of one of the following, whichever is applicable:
 - a. If the property is owned by one or more individuals, the name and address of each such individual;
 - b. If the property is owned by a partnership, the names and addresses of all general partners, the date the partnership was formed, the name of the partnership, the location of the principal office of the partnership, and proof that the partnership is registered in the assumed name registry for Cook County;
 - c. If the property is owned by a corporation, the names and addresses of the officers and directors of the corporation, the location of the principal office of the corporation, the name and address of the corporation's registered agent, and proof

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Additions are bold and double-underlined; deletions are struck through

that the corporation is authorized to do business in the State of Illinois; and

- d. If the property is owned by a trust, the name and address of the trustee, and the names and addresses of all beneficiaries of the trust.

76. A signed property maintenance acknowledgement.

87. The name and address of the demolition contractor.

98. Such other information and documentation as the Director may determine as reasonably necessary to process the application in accordance with the provisions of this Chapter.

- C. Permit Fees. The fees **and deposits** for demolition permits shall be set by resolution of the Village Council.

SECTION 3: AMENDMENT TO SECTION 15.52.070 OF THE VILLAGE CODE.

Section 15.52.070, titled "Delay of Issuance of Permit," of Chapter 15.52, titled "Demolition Permits," of the Village Code shall be amended to read as follows:

"Section 15.52.070 Delay of Issuance of Permit.

- A. Delay for Preservation of Significant Structure.

1. Upon finding that a building or structure proposed to be demolished meets the standards for significance set forth in Section 15.52.060(C)(5), the Landmark Preservation Commission may order that the issuance of the permit be delayed for ~~up to sixty (60)~~ **a period up to, but not to exceed, 270** days **from the date the complete application for a demolition permit is received by the Director** to afford an opportunity to find alternatives to demolition.
2. The delay order shall be issued to the owner, with a copy to the Director, and shall identify and evaluate the structure's historical or architectural significance, propose preservation alternatives and relevant planning considerations based on such evaluation, encourage interest in and understanding of preservation in the whole of the Village as it may be applicable to the demolition permit request under review, and encourage and provide means of communication and exchange of views between the applicants and the owners and occupants of properties within ~~two hundred fifty (250)~~ feet of the subject property.
3. The delay order may include a request for a conference with the owner. Any delay by the applicant in complying with such request shall be added to the delay period allowed in this section.

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Additions are bold and double-underlined; deletions are struck through

4. The Commission shall determine its recommendations for saving the building and transmit them in writing to the applicant, and attempt to work out a mutually satisfactory solution. A copy of the Commission's recommendations shall be forwarded to the Director and to the Village Council.
- B. Delay for Public Convenience and Safety. The Director of Public Works may order that the issuance of a demolition permit be delayed if the proposed schedule for the demolition will interfere with previously scheduled works in the public rights-of-way in the immediate vicinity of the subject property, or if the Director of Public Works determines that delay is necessary to prevent undue congestion and noise impacts in the neighborhoods when the traffic or noise from the proposed demolition combined with traffic or noise from previously scheduled public works projects in the immediate neighborhood.
 - C. Emergency Delay. The Village reserves the right to delay the issuance of a demolition permit in the event of an emergency if the Village Manager determines that the demolition work will delay or otherwise interfere with the Village's response to the emergency.
 - D. Administrative Delay. The Director may delay the issuance of a demolition permit for up to ~~sixty (60)~~ days if one or more building or demolition permits for primary structures have been approved for properties, for which work is continuing, on either side of the right-of-way block face and/or alley along which the property is located, or if the Director determines that a delay is necessary to prevent undue congestion and noise impacts in the neighborhood.
 - E. Duration of Delay. The delays authorized by subsections B and D of this Section shall begin no earlier than the end date of the delay period authorized by ~~of~~ the Landmark Preservation Commission's pursuant to Section 15.52.070.A of this Code ~~final determination of historic and architectural impact~~. The delays authorized by this section shall be promptly terminated by the person imposing the delay when the conditions giving rise to the delay cease to exist, provided that, in no instance shall a delay authorized by subsection A or D of this section exceed ~~sixty (60)~~ days."

SECTION 4: AMENDMENT TO CHAPTER 15.52 OF THE VILLAGE CODE REGARDING MAXIMUM BUILDING SIZE BONUS. Chapter 15.52, titled "Demolition Permits," of the Village Code shall be amended to add a new Section 15.52.090 to read as follows:

"Section 15.52.090 Maximum Building Size Bonus for Saving a Historic or Architecturally Significant Building From Demolition

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Additions are bold and double-underlined; deletions are struck through

- A. Maximum Building Size Bonus.** If the Landmark Preservation Commission determines that a single-family residential building is of historic or architectural significance pursuant to the criteria in Section 15.52.060 of this Code, and the owner of the building withdraws its demolition permit application and agrees to preserve the building, the owner shall be entitled to a one-time, maximum building size bonus of 20 percent, as provided in Section 17.030.040.H of this Code, to permit the owner to renovate and add on to the historic or architecturally significant building. Nothing in this subsection A shall be interpreted to exempt, vary or waive any other lot, space, bulk or yard regulations, or any requirement for any relief from any such regulations, that are otherwise applicable to the property and the use of the maximum building size bonus.
- B. Use of Maximum Building Size Bonus.** An owner of a property shall be permitted to use the one-time, maximum building size bonus granted by Section 15.52.090.A for exterior renovations and additions provided that the Director determines, in accordance with the criteria set forth in Section 15.52.090.D, that the exterior renovations and additions to the building do not destroy the building's historic or architecturally significant nature. In the event that the Director determines that a proposed renovation to the exterior of the building or additions to the building destroys the building's historic or architecturally significant nature, the owner may appeal the Director's determination to the Village Council.
- C. Subsequent Demolition.** If an owner utilizes the one-time, maximum building size bonus approved in accordance with Section 15.52.090.A of this Code to renovate and add on to a historic or architecturally significant building, and subsequently any owner of the property conducts work requiring a demolition permit pursuant to Section 15.52.010 of this Code, the building or any future building on the property shall no longer have the benefit of the maximum building size bonus provided by this Section and must bring the property into conformance with any generally applicable maximum building size regulations for the applicable zoning district.
- D. Criteria.** The Director and Village Council, when considering whether renovations to the exterior or additions to a building would destroy the building's historic or architecturally significant nature pursuant to this Section, shall consider the following general standards and design guidelines:
- 1. General Standards.**
- a. Conformance with the Village Zoning Ordinance.**

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- b.** **Reasonable effort shall be made to use the building, structure, object or site for its originally intended purpose or to provide a compatible use which requires minimal alteration, relocation or demolition.**
- c.** **The distinguishing original qualities or character of a building, structure, object or site should not be destroyed. The alteration, relocation or demolition of any historic material or distinctive architectural feature should be avoided except when necessary to assure an economically viable use of the property.**
- d.** **Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, object or site should usually be maintained and preserved.**
- e.** **Deteriorated architectural features should whenever possible be repaired rather than replaced. If replacement is necessary, the new material should match as closely as practicable the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features, where possible, should be based on accurate duplications of features, substantiated by historic, physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings, structures, objects or sites.**
- f.** **The surface cleaning of buildings, structures, objects or sites should be undertaken with the gentlest means possible. Sandblasting and other cleaning methods which will damage the architectural or historic features and building material shall be discouraged.**
- g.** **New buildings and structures and the alterations and relocation of existing buildings or structures shall not be discouraged when such work does not destroy significant historical or architectural features and is compatible with the size, scale, color, material and character of the property or neighborhood.**
- h.** **Alterations, relocations and demolitions which do not affect any significant exterior architectural or historic features of the building, structure, object or site as viewed from a private street, a courtyard open to the**

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public or a public street, place or way should generally be permitted.

2. Design Guidelines.

- a. Height. The height of any proposed alteration should be compatible with the architectural style and character of the designated landmark.
- b. Proportions of Windows and Doors. The proportions and relationships between doors and windows should be compatible with the architectural style and character of the designated landmark.
- c. Roof Shape. The design of the roof should be compatible with the architectural style and character of the designated landmark.
- d. Scale. The scale of the structure should be compatible with the architectural style and character of the designated landmark.
- e. Directional Expression. The dominant horizontal or vertical expression of the facades should be compatible with the original architectural style or character of the designated landmark.
- f. Architectural Details. Materials, textures, colors and architectural details should be compatible with the original architectural style or character of the designated landmark.
- g. Appurtenances. Appurtenances including, but not limited to, signs, fences, accessory buildings or structures, permeable and impermeable surfaces should be compatible with the original architectural style or character of the designated landmark.
- h. Other. In addition to the foregoing, the Director or Council may consider the Secretary of the Interior's Standards for Rehabilitation Guidelines for Rehabilitating Historic Buildings (Revised 1983), and any amendments to such standards.

E. Subsequent Work on Properties Granted a Maximum Building Size Bonus.

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1. If an owner utilizes the one-time, maximum building size bonus approved in accordance with Section 15.52.090.B to renovate and add on to a historic or architecturally significant building, and subsequently any owner of the property seeks to undertake exterior renovations to the building that do not require a demolition permit, the owner will be allowed to proceed with the proposed renovations so long as the Director determines that the proposed renovations to the exterior of the building do not destroy the building's historic or architecturally significant nature, which determination shall be made using the criteria set forth in Section 15.52.090.D. In the event that the Director determines that the proposed renovations to the exterior of the building or addition to the building would destroy the building's historic or architecturally significant nature, the Director will deny the permit and the owner may appeal the Director's determination to the Village Council.

2. If an owner utilizes the one-time, maximum building size bonus approved in accordance with Section 15.52.090.B to renovate and add on to a historic or architecturally significant building, and subsequently any owner of the property conducts work requiring a demolition permit pursuant to Section 15.52.010 of this Code, the building or any future building on the property shall no longer have the benefit of the maximum building size bonus provided by this Section and must utilize the property in conformance with all other applicable provisions of the Zoning Ordinance.

F. This Section 15.52.090 shall not apply to: (a) any building that the Landmark Preservation Commission determined was historic or architecturally significant pursuant to Section 15.52.060 of this Code prior to _____, 2021; (b) any building that the Landmark Preservation Commission designated a landmark pursuant to Section 16.63.040 of this Code prior to _____, 2021; or (c) a property already granted a maximum building size bonus pursuant to Section 15.52.090.A or Chapter 15.53 of this Code.”

SECTION 4: AMENDMENT TO TITLE 15 OF THE VILLAGE CODE REGARDING MAXIMUM BUILDING SIZE BONUS. Title 15 of the Village Code, titled “Building and Construction,” shall be amended to add a new Chapter 15.53, which shall be and read as follows:

“Chapter 15.53

MAXIMUM BUILDING SIZE BONUSES

Section 15.53.010 Maximum Building Size Bonus for a Historic or Architecturally Significant Building

If an owner desires to renovate or seek an addition to a single-family residential building on its property, the owner may apply for designation of its property as historic or architecturally significant to qualify the property for a maximum building size bonus in accordance with this Chapter.

Section 15.53.020 Bonus Application

A. All applications for a maximum building size bonus shall be submitted on forms provided by the Director. No application shall be accepted for processing unless it is complete and is accompanied by all applicable fees, deposits and all items required by Section 15.53.020.B.

B. Contents of application. The application shall be signed by the owner and shall include the following:

1. A legible property survey, prepared and sealed by a surveyor licensed by the State of Illinois. The survey shall include the legal description of the property and shall accurately depict lot boundaries, lot area and current improvements.

2. A list of the addresses of all properties located within 250 feet of the subject property.

3. A Historic and Architectural Impact Study that complies with the requirements of Section 15.52.050 of this Code.

4. Disclosure and proof of ownership, consisting of one of the following, whichever is applicable:

a. If the property is owned by one or more individuals, the name and address of each such individual;

b. If the property is owned by a partnership, the names and addresses of all general partners, the date the partnership was formed, the name of the partnership, the location of the principal office of the partnership, and

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proof that the partnership is registered in the assumed name registry for Cook County;

c. If the property is owned by a corporation, the names and addresses of the officers and directors of the corporation, the location of the principal office of the corporation, the name and address of the corporation's registered agent, and proof that the corporation is authorized to do business in the State of Illinois; and

d. If the property is owned by a trust, the name and address of the trustee, and the names and addresses of all beneficiaries of the trust.

5. Such other information and documentation as the Director may determine as reasonably necessary to process the application in accordance with the provisions of this Chapter.

C. Application Fees. The application fees for a maximum building size bonus shall be set by resolution of the Village Council.

Section 15.53.030 Historic and architectural review.

A. Maximum Building Size Bonus. If the Landmark Preservation Commission determines that a building is of a historic or architecturally significant nature in accordance with the criteria set forth in Section 15.52.060 of this Code, the owner of the property shall be entitled to a one-time, maximum building size bonus of 20 percent, as provided in Section 17.030.040.H of this Code. Nothing in this subsection A shall be interpreted to exempt, vary or waive any other lot, space, bulk or yard regulations, or any requirement for any relief from any such regulations, that are otherwise applicable to the property and the use of the maximum building size bonus. This subsection shall not apply to (i) any building that the Landmark Preservation Commission determined was historic or architecturally significant pursuant to Section 15.52.060 of this Code or designated a landmark pursuant to Section 15.64.040 of this Code, or (ii) a property already granted a maximum building size bonus pursuant to this subsection or Section 15.52 of this Code.

B. Time. Within 60 days after the filing of a complete application for a maximum building size bonus, the Landmark Preservation Commission shall meet to determine whether the building on the property is historic or architecturally significant thus entitling the property to a maximum building size bonus of 20 percent, as provided in Section 17.030.040.H of this Code.

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C. Notice of Review. Not less than 10 or more than 30 days before the Landmark Preservation Commission meets to conduct a review of an application for a maximum building size bonus, the Director shall issue a notice to the owners of record of all properties located within 250 feet of the subject property, and to the Winnetka Historical Society. The notice shall state the address of the property, and the date, time and location for the Landmark Preservation Commission's review meeting. The notice shall also state that the application materials shall be available for review and give the dates, times and location of their availability.

Section 15.53.040 Use of Maximum Building Size Bonus.

An owner of a property shall be permitted to use a one-time, maximum building size bonus granted in accordance with Section 15.53.030 for exterior renovations and additions if the Director determines, in accordance with the criteria set forth in Section 15.53.050, that the renovations and additions to the building do not destroy the building's historic or architecturally significant nature. In the event that the Director determines that a proposed renovation to the exterior of the building or additions to the building destroys the building's historic or architecturally significant nature, the owner may appeal the Director's determination to the Village Council.

Section 15.53.050 Criteria for Use of Maximum Building Size Bonus.

The Director and Village Council, when considering whether renovations to the exterior or additions to a building would destroy the building's historic or architecturally significant nature pursuant to Sections 15.53.040 or 15.53.060 of this Code, shall consider the following general standards and design guidelines:

A. General Standards.

1. Conformance with the Village Zoning Ordinance.
2. Reasonable effort shall be made to use the building, structure, object or site for its originally intended purpose or to provide a compatible use which requires minimal alteration, relocation or demolition.
3. The distinguishing original qualities or character of a building, structure, object or site should not be destroyed. The alteration, relocation or demolition of any historic material or distinctive architectural feature should be avoided except when necessary to assure an economically viable use of the property.

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4. **Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, object or site should usually be maintained and preserved.**
5. **Deteriorated architectural features should whenever possible be repaired rather than replaced. If replacement is necessary, the new material should match as closely as practicable the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features, where possible, should be based on accurate duplications of features, substantiated by historic, physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings, structures, objects or sites.**
6. **The surface cleaning of buildings, structures, objects or sites should be undertaken with the gentlest means possible. Sandblasting and other cleaning methods which will damage the architectural or historic features and building material shall be discouraged.**
7. **New buildings and structures and the alterations and relocation of existing buildings or structures shall not be discouraged when such work does not destroy significant historical or architectural features and is compatible with the size, scale, color, material and character of the property or neighborhood.**
8. **Alterations, relocations and demolitions which do not affect any significant exterior architectural or historic features of the building, structure, object or site as viewed from a private street, a courtyard open to the public or a public street, place or way should generally be permitted.**

B. Design Guidelines.

1. **Height. The height of any proposed alteration should be compatible with the architectural style and character of the designated landmark.**
2. **Proportions of Windows and Doors. The proportions and relationships between doors and windows should be compatible with the architectural style and character of the designated landmark.**
3. **Roof Shape. The design of the roof should be compatible with the architectural style and character of the designated landmark.**

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4. Scale. The scale of the structure should be compatible with the architectural style and character of the designated landmark.
5. Directional Expression. The dominant horizontal or vertical expression of the facades should be compatible with the original architectural style or character of the designated landmark.
6. Architectural Details. Materials, textures, colors and architectural details should be compatible with the original architectural style or character of the designated landmark.
7. Appurtenances. Appurtenances including, but not limited to, signs, fences, accessory buildings or structures, permeable and impermeable surfaces should be compatible with the original architectural style or character of the designated landmark.
8. Other. In addition to the foregoing, the Director or Council may consider the Secretary of the Interior's Standards for Rehabilitation Guidelines for Rehabilitating Historic Buildings (Revised 1983), and any amendments to such standards.

Section 15.53.060 Subsequent Work on Properties Granted a Maximum Building Size Bonus.

- A. If an owner seeks to utilize the one-time, maximum building size bonus approved in accordance with Section 15.53.030 of this Code to renovate and add on to a historic or architecturally significant building, the owner of the property must submit an application to the Director, which application must include (a) building plans showing the proposed exterior alterations and additions and (b) the name and address of the contractor to perform the exterior alternations and additions. The owner will be allowed to proceed with the proposed exterior renovations or additions so long as the Director determines that the renovations or additions do not destroy the building's historic or architecturally significant nature in accordance with the criteria set forth in Section 15.53.050 of this Code. In the event that the Director determines that the proposed renovations to the exterior of the building or additions to the building would destroy the building's historic or architecturally significant nature, the Director will deny the permit and the owner may appeal the Director's determination to the Village Council.
- B. If an owner utilizes the one-time, maximum building size bonus approved in accordance with Section 15.52.030 of this Code to renovate and add on to a historic or architecturally significant building, and subsequently any owner of the property conducts work requiring a

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demolition permit pursuant to Section 15.52.010 of this Code, the building or any future building on the property shall no longer have the benefit of the maximum building size bonus provided by this Chapter and must bring the property into conformance with any generally applicable maximum building size regulations for the applicable zoning district.

Section 15.53.070 Properties Not Eligible for a Maximum Building Size Bonus

Notwithstanding anything else to the contrary in this Chapter, a property shall not be eligible to receive a maximum building lot bonus pursuant to this Chapter if (a) the Landmark Preservation Commission determined that a the building on the property was historic or architecturally significant pursuant to Section 15.52.060 of this Code prior to _____, 2021; (b) Landmark Preservation Commission designated the building on the property a landmark pursuant to Section 16.63.040 of this Code prior to _____, 2021; or (c) the property was already granted a maximum building size bonus pursuant to Section 15.52.090.A or Chapter 15.53 of this Code.”

SECTION 5: AMENDMENT TO SECTION 17.30.040 OF THE WINNTEKA ZONING ORDINANCE REGARDING LANDMARK DESIGNATION. Section 17.30.040, titled, “Maximum Building Size,” of Chapter 17.30, titled “Lot, Space, Bulk and Yard Regulations for Single-Family Residential Districts,” of the Village Zoning Ordinance shall be amended to read as follows:

“Section 17.30.040 Maximum Building Size

* * *

H. Maximum Building Size Bonus. Notwithstanding anything to the contrary in Section 17.30.040A and B, and subject to any other limitations set forth in the Zoning Ordinance, the maximum building size of a building that qualifies for a maximum building size bonus pursuant to either Sections 15.52.090 or 15.53.030 of this Code shall be 20 percent higher than as set forth in this Section 17.30.040.A and B.”

SECTION 6: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 7: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and publication in the manner provided by law.

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PASSED this ____ of _____, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2021.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ____ day of _____,
2021.

Introduced: _____, 2021

Passed and Approved: _____, 2021

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Chapter 15.52
DEMOLITION PERMITS

Sections:

- Section 15.52.010 Demolition permit required.
- Section 15.52.020 Permit application.
- Section 15.52.030 Permits from other authorities.
- Section 15.52.040 Preliminary historic and architecture review.
- Section 15.52.050 Historic and architectural impact study.
- Section 15.52.060 Determination of historic/or architectural impact.
- Section 15.52.070 Delay of issuance of permit.
- Section 15.52.080 Issuance of demolition permit.

Section 15.52.010 Demolition permit required.

A demolition permit shall be required before any person proceeds with any of the following work:

- A. The demolition or removal of fifty (50) percent or more of the floor area of any single-family or two-family dwelling.
- B. The demolition or removal of any interior spaces or exterior walls of any commercial, institutional, multifamily or mixed use buildings.
- C. The demolition or removal of any accessory structure.

Section 15.52.020 Permit application.

A. All applications for a demolition permit shall be submitted on forms provided by the Director. No demolition permit application shall be accepted for processing unless it is complete and is accompanied by all applicable fees, deposits and all items required by the following subsection B.

B. Contents of application. The application for building permit shall be signed by the owner and shall include the following:

- 1. A legible property survey, prepared and sealed by a surveyor licensed by the State of Illinois. The survey shall include the legal description of the property and shall accurately depict lot boundaries, lot area and current improvements.
- 2. A tree and utilities plan, drawn to scale, depicting the location, size and species of all existing trees, the location of all proposed protective fencing and the location of all existing underground utilities on the property.
- 3. A proposed demolition and construction schedule.
- 4. A waste reduction and recycling plan, as provided in Section 15.54.080 of this Code.
- 5. A list of the addresses of all properties located within two hundred fifty (250) feet of the subject property.
- 6. Disclosure and proof of ownership, consisting of one of the following, whichever is applicable:
 - a. If the property is owned by one or more individuals, the name and address of each such individual;

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b. If the property is owned by a partnership, the names and addresses of all general partners, the date the partnership was formed, the name of the partnership, the location of the principal office of the partnership, and proof that the partnership is registered in the assumed name registry for Cook County;

c. If the property is owned by a corporation, the names and addresses of the officers and directors of the corporation, the location of the principal office of the corporation, the name and address of the corporation's registered agent, and proof that the corporation is authorized to do business in the State of Illinois; and

d. If the property is owned by a trust, the name and address of the trustee, and the names and addresses of all beneficiaries of the trust.

7. A signed property maintenance acknowledgement.

8. The name and address of the demolition contractor.

9. Such other information and documentation as the Director may determine as reasonably necessary to process the application in accordance with the provisions of this Chapter.

C. Permit Fees. The fees for demolition permits shall be set by resolution of the Village Council.

(MC-5-2010, § 5, Amended 10/19/2010)

Section 15.52.030 Permits from other authorities

Prior to the approval of any demolition permit, the owner shall provide the Director with proof that any permits required for the requested demolition by the county, state, or other regulating authorities have been approved.

Section 15.52.040 Preliminary historic and architectural review.

A. Time and Nature of Preliminary Review. Within sixty (60) days after the filing of a complete demolition application, the Landmark Preservation Commission shall meet to determine whether the building and/or property that is the subject of the permit application is of sufficient historic or architectural merit to warrant conducting an historic and architectural impact study prior to the issuance of the demolition permit.

B. Preliminary Property History Study. Upon receiving a complete demolition application, the Director shall conduct a preliminary property history study, which shall include the following information:

1. information about the original building, including date of construction, name of property, architect and owner;

2. current photographs of the property, including photographs showing each side of the building the applicant seeks to demolish; and;

3. a chronological list of work on the property for which the Village issued a permit, beginning with the original construction.

C. Notice of Preliminary Review. No less than ten (10) nor more than thirty (30) days before the Landmark Preservation Commission meets to conduct a preliminary historic and architectural review, the Director shall issue a notice of preliminary review to the owners of record of all properties located within two hundred fifty (250) feet of the subject

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property, to the occupants of all such properties, and to the Winnetka Historical Society. The notice shall state the address of the property, the proposed demolition schedule and the date, time and location for the Landmark Preservation Commission's preliminary review meeting. The notice shall also state that the application materials and the preliminary property history study shall be available for review and give the dates, times and location of their availability.

D. Preliminary Landmark Preservation Commission Determination and Findings.

1. Upon completing the preliminary historic and architectural review, the Landmark Preservation Commission shall enter preliminary findings on the issue of whether the demolition permit application affects a building or property that has sufficient architectural or historic merit to warrant conducting a full historic and architectural impact study prior to the issuance of the demolition permits.

2. In making its determination, the Landmark Preservation Commission shall consider the following:

- a. the preliminary property history study prepared pursuant to this Section 15.52.040;
- b. comments of the Winnetka Historical Society on the application and preliminary study; and
- c. any other information, comment or evidence received by the Commission at the preliminary review meeting.

3. If the Landmark Preservation Commission finds that the impact study is warranted, it shall so notify the Director and shall order the applicant to conduct such study.

4. If the Landmark Preservation Commission finds that an historic and architectural impact study is not warranted, it shall notify the Director that it finds no historic or architectural grounds for delaying the demolition.

5. The preliminary determination of the Landmark Preservation Commission shall be supported by findings of fact based on the record. The findings of fact shall include statements as to whether or not the building or property has architectural merit, historical significance, both, or neither.

6. The Landmark Preservation Commission shall require an historic and architectural impact study for any demolition permit application that meets any of the following criteria:

- a. the property or structures have been designated a landmark pursuant to Chapter 15.64 of this Code;
- b. the property or structures have been included in the most recent Illinois Historic Structure Survey conducted under the auspices of the Illinois Department of Conservation;
- c. the property or structures have been listed on the National Register of Historic Places or the Illinois Register of Historic places; and
- d. the property or structures have sufficient architectural or historic merit to warrant a full historic and architectural impact study prior to issuance of a demolition permit.

(MC-5-2009, Amended, 05/05/2009)

Section 15.52.050 Historic and architectural impact study.

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A. Persons Responsible for Performing the Study. The historic and architectural impact study shall be submitted by the applicant and shall be prepared at the applicant's expense, by one or more persons who are qualified to render opinions on the architectural style and merit of buildings, the historical significance of buildings, or both. The study shall include the names, addresses, qualifications and experience of all persons who prepared any part of the study.

B. Ownership History of the Property. The historic and architectural impact study shall trace the ownership of the property since its construction and identify any owner who had or has a significant role in the history of the Village, State of Illinois or United States, or who is tied to a significant event in the history of the Village, State of Illinois or United States, shall be so identified.

C. Construction History of the Property. The historic and architectural impact study shall provide a narrative description of all alterations made to the exterior of any building and open space on the property since the date of original construction, including the addition or removal of accessory structures, including the dates of such work and the architect(s) involved.

D. Architectural Significance of the Property. The historic and architectural impact study shall identify the original and all subsequent architects, providing information on the importance and range of influence of each. The impact study shall also evaluate the architectural style, including detailing materials, craftsmanship, methods of construction and rarity, and shall include interior and exterior photographs to illustrate such characteristic.

E. Landmark Status of the Property. The historic and architectural impact study shall state whether the property or structures have been:

1. designated a landmark pursuant to Chapter 15.64 of this Code;
2. included in the most recent Illinois Historic Structures Survey conducted under the auspices of the Illinois Department of Conservation; or
3. listed on the National Register of Historic Places or the Illinois Register of Historic Places.

F. Impact on Immediate Neighborhood. The historic and architectural impact study shall also consider the contribution of the structure to the neighborhood, the existence of a particular grouping of similar styles, periods or types of property relating to the structure, and the resulting impact that the proposed demolition will have on the immediate neighborhood.

G. Filing and Distribution of Study. The applicant shall file fifteen (15) copies of the completed historic and architectural impact study with the Director, who shall distribute a copy to each member of the Landmark Preservation Commission and to the Winnetka Historical Society. A copy of the completed study shall be made available for public review and inspection at the Winnetka Public Library.

(MC-5-2009, Amended, 05/05/2009)

Section 15.52.060 Determination of historic and/or architectural impact.

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A. Time and Nature of Determination. Within sixty (60) days after a historic and architectural impact study is filed with the Director, the Landmark Preservation Commission shall meet to determine whether the historic and architectural impact study is complete and, if so, whether the proposed demolition will result either in the loss of a building or structure that is of historic or architectural significance or in the significant alteration of the architectural character of the immediate neighborhood.

B. Notice of Impact Determination Meeting. No less than ten (10) nor more than thirty (30) days before the Landmark Preservation Commission meets to conduct the historic and architectural impact review, the Director shall issue notice to the same persons and entities to whom notice was issued pursuant to Section 15.52.040(c). Notice of the historic and architectural impact determination meeting shall also be published in a newspaper in general circulation within the Village, no less than fourteen (14) nor more than thirty (30) days before the meeting.

C. Landmark Preservation Commission Determination and Findings.

1. Upon completing the impact determination meeting, the Landmark Preservation Commission shall enter findings on the following issues:

- a. whether the historic and architectural impact study is complete;
- b. whether the proposed demolition will have a significant negative architectural or historical impact on either the Village as a whole or on the immediate neighborhood; and
- c. whether demolition should be delayed in order to explore alternatives to total demolition.

2. In making its determination, the Landmark Preservation Commission shall consider the following:

- a. the historic and architectural impact study prepared pursuant to the foregoing Section 15.52.050;
- b. the preliminary property history study prepared pursuant to Section 15.52.040;
- c. comment of the Winnetka Historical Society on the application and study; and
- d. any other information, comment or evidence received by the Commission at the impact determination meeting or at the preliminary review meeting.

3. The determination of the Landmark Preservation Commission shall be supported by findings of fact based on the entire record.

4. If the Landmark Preservation Commission determines that the historic and architectural impact study filed by the applicant is incomplete or otherwise insufficient to enable the Commission to make a determination as to the impact of the proposed demolition, the Landmark Preservation Commission may direct the applicant to complete, amend or supplement the report and may continue the impact determination meeting pending the applicant's filing of a complete application.

5. If the applicant's resubmission of the study is still found to be incomplete or otherwise insufficient, the Landmark Preservation Commission shall so notify the Director, who shall retain a qualified person to complete the study, at the applicant's expense. The Landmark Preservation Commission shall order the owner to deposit funds with the Village in an amount sufficient to cover all costs of completing the study. The study shall be completed within 30 days after the applicant deposits the funds.

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6. A building or structure shall be considered to be historically or architecturally significant if the Landmark Preservation Commission determines that it meets one or more of the following standards:

- a. the structure exhibits a high quality of architectural design without regard to the time built or historic associations;
- b. the structure exhibits a high quality of architectural design that is not the result of a change or a series of changes in the original structure;
- c. the structure exemplifies an architectural style, construction technique or building type once common in the Village;
- d. the structure exhibits an unusual, distinctive or eccentric design or construction technique that contributes to the architectural interest of its environs as an accent or counterpart; or
- e. that the property has been designated a landmark pursuant to Chapter 15.64 of this Code, has been included in the most recent Illinois Historic Structures Survey conducted under the auspices of the Illinois Department of Conservation, or has been listed on the National Register of Historic Places or the Illinois Register of Historic Places.

D. The Landmark Preservation Commission's written determination, including its findings of fact, shall be forwarded to the Director.

(MC-5-2009, Amended, 05/05/2009)

Section 15.52.070 Delay of Issuance of Permit.

A. Delay for Preservation of Significant Structure.

1. Upon finding that a building or structure proposed to be demolished meets the standards for significance set forth in Section 15.52.060(C)(5), the Landmark Preservation Commission may order that the issuance of the permit be delayed for up to sixty (60) days to afford an opportunity to find alternatives to demolition.

2. The delay order shall be issued to the owner, with a copy to the Director, and shall identify and evaluate the structure's historical or architectural significance, propose preservation alternatives and relevant planning considerations based on such evaluation, encourage interest in and understanding of preservation in the whole of the Village as it may be applicable to the demolition permit request under review, and encourage and provide means of communication and exchange of views between the applicants and the owners and occupants of properties within two hundred fifty (250) feet of the subject property.

3. The delay order may include a request for a conference with the owner. Any delay by the applicant in complying with such request shall be added to the delay period allowed in this section.

4. The Commission shall determine its recommendations for saving the building and transmit them in writing to the applicant, and attempt to work out a mutually satisfactory solution. A copy of the Commission's recommendations shall be forwarded to the Director and to the Village Council.

(Prior code § 23.35) (MC-6-2000, Amended, 10/03/2000)

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DEMOLITION PERMITS

B. Delay for Public Convenience and Safety. The Director of Public Works may order that the issuance of a demolition permit be delayed if the proposed schedule for the demolition will interfere with previously scheduled works in the public rights-of-way in the immediate vicinity of the subject property, or if the Director of Public Works determines that delay is necessary to prevent undue congestion and noise impacts in the neighborhoods when the traffic or noise from the proposed demolition combined with traffic or noise from previously scheduled public works projects in the immediate neighborhood.

C. Emergency Delay. The Village reserves the right to delay the issuance of a demolition permit in the event of an emergency if the Village Manager determines that the demolition work will delay or otherwise interfere with the Village's response to the emergency.

D. Administrative Delay. The Director may delay the issuance of a demolition permit for up to sixty (60) days if one or more building or demolition permits for primary structures have been approved for properties, for which work is continuing, on either side of the right-of-way block face and/or alley along which the property is located, or if the Director determines that a delay is necessary to prevent undue congestion and noise impacts in the neighborhood.

(Amended MC-10-2002, 11/19/02)

E. Duration of Delay. The delays authorized by subsections B and D of this Section shall begin no earlier than the date of the Landmark Preservation Commission's final determination of historic and architectural impact. The delays authorized by this section shall be promptly terminated by the person imposing the delay when the conditions giving rise to the delay cease to exist, provided that, in no instance shall a delay authorized by subsection A or D of this section exceed sixty (60) days.

(MC-5-2009, Amended, 05/05/2009)

Section 15.52.080 Issuance of demolition permit.

A. Except as provided in the following subsection (B), a demolition permit shall be approved and issued in the following circumstances:

1. If the Landmark Preservation Commission determines that an historic and architectural impact study is not warranted;
2. If the Landmark Preservation Commission determines, upon the completion of an historic and architectural impact study, that a delay to seek alternatives to demolition is not warranted; and
3. If any delay authorized by subsections (a) or (D) of Section 15.52.070 has expired.

B. No demolition permit shall be issued if any of the following circumstances exists:

1. If a delay imposed by the Director of Public Works pursuant to Section 15.52.070(B) is in effect;
2. If a delay imposed by the Village Manager pursuant to Section 15.52.070(C) is in effect;
3. If a delay authorized by subsection (A) or (D) remains in effect;
4. If a complete application for a building permit has not been submitted; and

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DEMOLITION PERMITS

5. If the applicant has failed to file a waste reduction and recycling plan as required by Section 15.54.080 of this Code, or, if a demolition and recycling plan filed by an applicant fails to meet the requirements for approval as provided in Chapter 15.54 of this Code. (MC-5-2010, § 6, Amended 10/19/2010; MC-5-2009, Amended, 05/05/2009; MC-7-2001, Amended, 08-21-2001)

Chapter 15.64
LANDMARK PRESERVATION

Sections:

- 15.64.010 Definitions.
- 15.64.020 Landmark Preservation Commission.
- 15.64.030 Evaluation of landmarks.
- 15.64.040 Landmark designation.
- 15.64.050 Amendment or rescission of designation.
- 15.64.060 Alteration of designated landmarks.
- 15.64.070 Certification of designated landmarks.
- 15.64.080 Maintenance and public safety exclusion.
- 15.64.090 Enforcement.
- 15.64.100 Interpretation, purpose and conflict.
- 15.64.110 Amendments.

Section 15.64.010 Definitions.

As used in this chapter:

"Alteration" means any act or process that changes the exterior architectural appearance of a building, structure or property including, but not limited to, the erection, construction, reconstruction, addition, repair, rehabilitation, restoration, relocation or demolition of such building, structure or property.

"Building" means any structure, having a permanent roof supported by columns or walls, built for the support, shelter or enclosure of persons, animals or chattels.

"Commission" means the Village of Winnetka Landmark Preservation Commission.

"Designated landmark" means a building, structure, object or site designated by ordinance of the Village Council as being significantly representative or reflective of the historical, cultural or architectural heritage of the United States, state of Illinois, county of Cook or the Village, or significantly representative of an architectural or engineering type inherently valuable for the study of style, period, craftsmanship or method of construction and thus worthy of protection and preservation.

"Director" means the Director of Community Development or the Director's authorized representative.

"Exterior architectural feature" means the architectural character, general composition and general arrangement of the exterior of the building including, but not limited to, the kind, color and texture of the building material and the type, design and character of any windows, doors, light fixtures, signs and appurtenant elements.

"Owner" means the person, corporation or other legal entity to whom the latest general real estate tax bill was sent or which appears on the records of the Cook County recorder of deeds.

"Potential landmark" means a building, structure, object or site identified by the Commission pursuant to its survey and research efforts as potentially being significantly representative or reflective of the historical, cultural or architectural heritage of the United States, state of Illinois, county of Cook or the Village, or potentially significantly representative of an architectural or engineering type inherently valuable for the study of

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style, period, craftsmanship or method of construction and thus potentially worthy of protection and preservation.

"Structure" means anything constructed or erected which, or the use of which, requires permanent or temporary location on or in the ground, or attached to something having permanent or temporary location on or in the ground.

(Ord. MC-192-97 § 8, 1997; prior code § 20.01)

Section 15.64.020 Landmark Preservation Commission.

A. Creation. There is created a Landmark Preservation Commission for the Village.

B. Composition. The Commission shall consist of seven unpaid members who shall be residents of the Village and appointed by the Village President with the approval of the Village Council.

C. Qualifications. Members of the Commission shall be appointed on the basis of expertise, experience or interest in historic preservation, architecture, architectural history, urban planning, building construction, real estate, finance, engineering or neighborhood organization.

D. Appointment and Terms of Office. Initially, the Chairperson shall be appointed for a term of five years, the Vice-Chairperson shall be appointed for a term of four years, with the remaining five members being appointed for staggered terms of five, four, three, two and one year, respectively. Thereafter, such members or their successors shall be appointed for a term of five years. All members shall serve until successors are appointed or until removed by the Village President.

E. Rules and Procedures. The Commission may develop and adopt rules and procedures necessary to carry out its functions under the provisions of this chapter.

F. Powers and Duties. The Commission shall have the following powers and duties:

1. To conduct an ongoing survey of the Village using the criteria identified in Section 15.64.030 of this chapter to identify buildings, structures and properties by address or location that are of historic, cultural or architectural significance, and potential landmarks;

2. Upon receipt of an application for landmark designation from a property owner, to hold public hearings and make findings and recommendations to the Village Council on the application, in accordance with the procedures established in Section 15.64.040 of this chapter;

3. To hold public meetings and review applications for alteration affecting designated landmarks and comment upon such alteration;

4. To compile information concerning potential and designated landmarks;

5. To prepare, keep current, and publish maps and/or registers of potential and designated landmarks;

6. To develop and maintain technical information pertaining to the physical and financial aspects of preservation, renovation, rehabilitation and reuse, and on procedures for inclusion on the National Register of Historic Places and to make such information available to the owners of potential and designated landmarks;

7. To establish an appropriate system of certificates, markers or plaques for designated landmarks;

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8. To inform and education the residents of the Village concerning the historic, cultural or architectural heritage of the Village;

9. To seek grants and donations to achieve the purposes of this chapter and, upon authorization by the Village Council, to seek the certifications or approvals necessary to qualify the Village, the Commission or the owners of designated landmarks, for financial or other assistance; and

10. Upon authorization by the Village Council, undertake any other action or activity necessary or appropriate to the implementation of the powers and duties, or the implementation of the purposes of this chapter.

(Prior code § 20.02)

Section 15.64.030 Evaluation of landmarks.

A. Criteria. The Commission shall consider the criteria provided in this chapter in order to evaluate potential landmarks and upon owner application as provided in Section 15.64.040 of this chapter to recommend a structure, building, object or site to be a designated landmark.

1. General Considerations.

a. The structure, building, object or site has significant character, interest or value as part of the historic, cultural or architectural characteristics of the Village, the state or the United States,

b. The structure, building, object or site is closely identified with a person or persons who significantly contributed to the culture or development of the Village, the state or the United States,

c. The structure, building, object or site is the result of the notable efforts of, or is the only known example of work by, a master builder, designer, architect, architectural firm or artist whose individual accomplishment has influenced the development of the Village, the state or the United States,

d. The unique location or singular physical characteristics of the structure, building, object or site make it an established and important visual feature,

e. The activities associated with the structure, building, object or site make it a current or former focal point of reference in the Village,

f. The structure, building or object is of a type or is associated with a use once common but now rare, or is a particularly fine or unique example of a utilitarian structure and possesses a high level of integrity or architectural significance;

2. Architectural Significance.

a. The structure, building, object or site represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction or use of indigenous materials,

b. The structure, building, object or site embodies elements of design, detail, material or craftsmanship of exceptional quality,

c. The structure, building, object or site exemplifies a particular architectural style in terms of detail, material, and workmanship,

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d. The structure, building, object or site is one of the few remaining examples of a particular architectural style,

e. The structure, building, object or site is, or is part of, a contiguous grouping that has a sense of cohesiveness expressed through a similarity of style characteristics, time period, type of property, method of construction, or use of indigenous materials, and accents the architectural significance of an area;

3. Historical Significance.

a. The structure, building, object or site is an exceptional example or an historic or vernacular style, or is one of the few such remaining properties in the Village,

b. The structure, building, object or site has a strong association with the life or activities of a person, persons, organization or group who significantly contributed to or participated in historic or cultural events,

c. The structure, building, object or site is associated with a notable historic event.

B. System for Evaluation of Landmarks. The Village Council shall by resolution establish a system for the evaluation of landmarks consistent with the criteria set forth in this section.

(Prior code § 20.03)

Section 15.64.040 Landmark designation.

A. Application for Designation. The procedure for designation of a landmark shall be initiated only upon the filing of a written application by the owner(s) of the proposed landmark with the Director. An application for designation of a landmark may be filed only by the owner(s) of the property proposed to be designated. The owner(s) may withdraw an application at any time.

B. Contents of Application. Any owner application for landmark designation shall include at least the following information:

1. The name(s), address(es) and telephone number(s) of the property owner(s) and the written consent of the owner(s) to such designation;

2. The address(es), legal description, real estate index number(s), and most recent plat of survey of the property. If the property has no address, then a description of the general location of the property;

3. A written statement describing the building, structure, object or site and setting forth reasons in support of the proposed designation, such reasons including but not limited to one or more of the criteria listed in Section 15.64.030(A) of this chapter;

4. An evaluation of the building, structure, property, object or site pursuant to Section 15.64.030(B) of this chapter;

5. A written statement describing the buildings, structures or properties adjacent to or across from the subject building, structure, object or site.

C. Schedule and Notification of Public Hearing. Upon receipt by the Director of a completed application for designation the Commission shall promptly schedule a hearing on the application by setting a reasonable time, date and place for such hearing. Written notice of the time, date, place and purpose of the hearing shall be sent by certified mail to the property owner(s) and the owner(s) of properties contiguous to and across from the

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property that is the subject of the application not less than fifteen (15) days prior to the scheduled hearing.

D. Public Hearing. At the hearing, the Commission shall afford all persons and organizations present an opportunity reasonably to present oral or written testimony pertaining to the application. The Commission may adjourn or continue the hearing to another specified time, date and place without further public notice.

E. Commission Consideration, Determination, Recommendation and Report. Following receipt of testimony at the hearing or at its next meeting, the Commission shall make its determination and recommendation to the Village Council that, based upon the evidence received at the public hearing, the subject building, structure, object or site does or does not meet the criteria for designation prescribed in this chapter. The determination and recommendation shall be accompanied by a report which shall contain the rationale for recommending either approval or denial of the application for designation. The report shall include findings as to each of the five elements required by Section 15.64.040(B) of this chapter to be contained in the application. The report may also include an explanation or a significant feature or features of the building, structure, object or site that should be preserved and protected. In addition the report may include any other information or commentary that the Commission may deem pertinent to the determination or recommendation.

F. Village Council Consideration and Designation. The Village Council, upon a recommendation from the Commission pursuant to the application of the owner(s) that a landmark be designated, shall review the report and recommendation of the Commission. The Village Council shall take one of the following actions: (1) designate the landmark by ordinance; (2) refer the report and recommendation back to the Commission with suggestions for revisions and stating its reasons for such action; or (3) deny designation of the landmark.

G. Notice of Designation. Prompt notice of designation shall be sent by certified mail to the owner(s) of the designated landmark. The notice shall advise that alterations to such designated landmark will require comment as prescribed in this chapter.

H. Appeals. Denial of landmark designation by the Village Council shall be subject to reconsideration; provided that, the applicant shall file a written request with the Village President for reconsideration within thirty (30) days following denial and present substantial new evidence or information pertaining to the application. If the Village President determines that substantial new evidence or information has been presented a reconsideration by the Village Council shall be scheduled. If the Village President determines that substantial new evidence or information is lacking, the applicant shall so advised in writing and the denial of designation shall stand. When an application for designation of a landmark has been denied, no further applications involving the property shall be filed for a period of two years.

(Prior code § 20.04)

Section 15.64.050 Amendment or rescission of designation.

The Village Council, upon recommendation of the Commission, may amend or rescind designation of a landmark only under any of the following conditions:

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A. The structure, building, object or site has ceased to meet the criteria for designation because the qualities which caused it to be originally designated have been lost or destroyed;

B. Additional information shows conclusively that the structure, building, object or site does not possess sufficient significance to meet the designation criteria;

C. The original designation was clearly in error; or

D. There was prejudicial procedural error in the designation process.

(Prior code § 20.05)

Section 15.64.060 Alteration of designated landmarks.

A. Review of Alterations. Except as expressly provided in this chapter, no alteration of an exterior feature of a designated landmark may be performed and, if applicable, no building or other permits associated with such alterations may be issued until the Commission has completed its advisory review pursuant to this chapter. Application for advisory review shall be submitted to the Director on forms provided by the Village. If the proposed work requires a zoning variation or the issuance of a building or other permit, a completed application for such variation or permit shall accompany the application for advisory review. Upon the filing of a completed application for advisory review, the Director shall transmit such application to the Commission for its consideration. The Commission shall, as soon as practicable but within twenty (20) days of the date of filing of a complete application, fix a time for consideration of the application and give notice to the applicant; such consideration shall also be scheduled for a date within forty-five (45) days of the date of filing unless such time requirement shall be waived by the applicant. If consideration of an application by the Commission has not been initiated within forty-five (45) days, or having been initiated has not been concluded within forty-five (45) days following the submission by the applicant of additional evidence required by the Commission, the Director shall, if the plans are otherwise in compliance with applicable Village ordinances, issue the appropriate permits and approve the proposed alteration.

B. Consideration of Application; General Standards and Design Guidelines. The Commission shall consider the following general standards and design guidelines in its review of applications for advisory review:

1. General Standards.

a. Conformance with the Village Zoning Ordinance,

b. Reasonable effort shall be made to use the building, structure, object or site for its originally intended purpose or to provide a compatible use which requires minimal alteration, relocation or demolition,

c. The distinguishing original qualities or character of a building, structure, object or site should not be destroyed. The alteration, relocation or demolition of any historic material or distinctive architectural feature should be avoided except when necessary to assure an economically viable use of the property,

d. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, object or site should usually be maintained and preserved,

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e. Deteriorated architectural features should whenever possible be repaired rather than replaced. If replacement is necessary, the new material should match as closely as practicable the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features, where possible, should be based on accurate duplications of features, substantiated by historic, physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings, structures, objects or sites,

f. The surface cleaning of buildings, structures, objects or sites should be undertaken with the gentlest means possible. Sandblasting and other cleaning methods which will damage the architectural or historic features and building material shall be discouraged,

g. New buildings and structures and the alterations and relocation of existing buildings or structures shall not be discouraged when such work does not destroy significant historical or architectural features and is compatible with the size, scale, color, material and character of the property or neighborhood,

h. Alterations, relocations and demolitions which do not affect any significant exterior architectural or historic features of the building, structure, object or site as viewed from a private street, a courtyard open to the public or a public street, place or way should generally be permitted,

i. Demolition of a designated landmark shall be discouraged if the building, structure or property, as the case may be, is economically viable and can yield reasonable return in its present condition or can be made economically viable and yield reasonable return after completion of appropriate alteration, relocation, renovation or restoration work;

2. Design Guidelines.

a. Height. The height of any proposed alteration should be compatible with the architectural style and character of the designated landmark.

b. Proportions of Windows and Doors. The proportions and relationships between doors and windows should be compatible with the architectural style and character of the designated landmark.

c. Roof Shape. The design of the roof should be compatible with the architectural style and character of the designated landmark.

d. Scale. The scale of the structure should be compatible with the architectural style and character of the designated landmark.

e. Directional Expression. The dominant horizontal or vertical expression of the facades should be compatible with the original architectural style or character of the designated landmark.

f. Architectural Details. Materials, textures, colors and architectural details should be compatible with the original architectural style or character of the designated landmark.

g. Appurtenances. Appurtenances including, but not limited to, signs, fences, accessory buildings or structures, permeable and impermeable surfaces should be compatible with the original architectural style or character of the designated landmark.

h. Other. In addition to the foregoing, the Commission may consider the Secretary of the Interior's Standards for Rehabilitation Guidelines for Rehabilitating Historic Buildings (Revised 1983), and any amendments to such standards.

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C. Commission Determination. The Commission shall make its required comment on the proposed work at the conclusion of its meeting (or adjourned or continued meeting) or within ten (10) days after such meeting (Saturday, Sunday and legal holidays excluded). The Commission shall determine whether the proposed alteration will be appropriate or not appropriate to the preservation of the designated landmark.

D. Findings of Inappropriateness on the Application.

1. If the Commission determines that the proposed alteration is inappropriate, it shall make recommendations to the applicant concerning charges, if any, in the proposed alteration which would cause the Commission to reconsider its determination and shall confer with the applicant and attempt to resolve within thirty-five (35) days the difference(s) between the applicant and the Commission. If, at the completion of that period, the difference(s) between the applicant and the Commission have not been resolved, the Director shall, if the plans are otherwise in compliance with applicable Village ordinances, issue the appropriate permits and approve the proposed alteration.

2. If the Commission determines that the removal or demolition of a principal building or structure is inappropriate, it may request a conference with the applicant and extend the review process for a period not to exceed an additional ninety (90) days. Any delay by the applicant in complying with such a request for conference shall be added to the additional review period. During the extended review process the Commission shall attempt to reach a mutually satisfactory alternative to the proposed removal or demolition with the applicant. If, at the completion of that period, a mutually satisfactory alternative to the proposed removal or demolition has not been reached, the Director shall, if the removal or demolition is otherwise in compliance with applicable Village ordinances, issue the appropriate permits and approve the removal or demolition.

E. Alterations Requiring Action by the Zoning Board of Appeals. The Commission's determination on any alterations which requires a zoning variation or special use permit shall be made within forty-five (45) days of the filing of the application and shall promptly be forwarded to the Zoning Board of Appeals for its consideration in accordance with Section 3.44.010 of this code.

(Prior code § 20.06)

Section 15.64.070 Certification of designated landmarks.

A. Certification; Binding Approval. The owner(s) of a designated landmark, the alteration of which is subject to the advisory review of the Commission, may request that any alteration be subject to the binding review of the Commission. Upon approval of such request by the Commission, a declaration, in a form and of substance acceptable to the Commission, shall be recorded by the Director in the office of the Cook County recorder of deeds. Upon recordation, such designated landmark shall become certified and subject to approval of the Commission for any proposed alteration. After a designated landmark has been certified, such certification shall not be withdrawn except for an express determination set forth in a resolution of the Village Council pursuant to the conditions set forth in Section 15.64.050 of this chapter.

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B. Binding Review of Certified Landmarks. The Commission's binding review shall be pursuant to the procedures, standards and considerations prescribed in Section 15.64.060 of this chapter.

C. Certified Buildings and Structures; Application for Certification of Economic Hardship. Upon findings of inappropriateness on the application and within one hundred twenty (120) days from the date of such findings, application for a certificate of economic hardship may be submitted to the Director by the owner of any property that has been certified pursuant to subsection A of this section. As part of the application, the applicant shall submit evidence concerning the following items:

1. An estimate of the cost of the proposed alteration and an estimate of any additional cost that would be incurred to comply with the recommendations of the Commission;
2. A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of the building or structure on the property and its suitability for and the economic feasibility of rehabilitation or reuse;
3. Any decrease in the fair market value of the property or the return to the owner(s) as a result of the findings of inappropriateness; and
4. Any other information considered necessary by the Commission to make a determination as to whether the property does yield or may yield a reasonable return to the owner(s).

D. Review of Application for Certificate of Economic Hardship. Upon the filing of a completed application the Director shall transmit such application and associated materials to the Commission and it shall fix a meeting date and reach a timely decision on the application in accordance with the time periods prescribed in this chapter for consideration of an application for advisory review (including continuation of meetings).

E. Consideration of Application. Upon a determination that the findings of inappropriateness have denied, or will deny the owner(s) reasonable economic use of, or return on, the property, the Commission shall issue a certificate of economic hardship and approve the proposed alteration.

(Prior code § 20.07)

Section 15.64.080 Maintenance and public safety exclusion.

A. Nothing in this chapter shall be construed to prevent the ordinary maintenance of any exterior architectural features of a designated landmark.

B. Nothing in this chapter shall be construed to prevent any measures of alteration necessary to correct or abate the dangerous condition of any designated landmark where such condition has been declared dangerous by the Director and where the proposed measures have been declared necessary to correct such condition by the Director.

(Prior code § 20.08)

Section 15.64.090 Enforcement.

The Director is designated and authorized to enforce the provisions and regulations contained in this chapter.

(Prior code § 20.09)

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Section 15.64.100 Interpretation, purpose and conflict.

In interpreting and applying the provisions of this chapter, such provisions shall be held to be the minimum requirements for the promotion of the public health, safety, comfort, convenience, prosperity and general welfare. It is not intended by this chapter to interfere with or abrogate or annul any ordinance, rule, regulation or permit previously adopted or issued, and not in conflict with any of the provisions of this chapter or which shall be adopted, or issued, pursuant to law relating to the use of buildings, structures or properties, nor is it intended by this chapter to interfere with or abrogate or annul any easements, covenants, or other agreements between parties; provided, however, that where this chapter imposed a greater restriction upon the use of buildings, structures or properties, or the alteration of such buildings, structures or properties, than are imposed or required by such ordinance, rule, regulation or permit, or by easements, covenants or agreements, the provisions and regulations of this chapter shall control.

(Prior code § 20.10)

Section 15.64.110 Amendments.

A. The provisions of this chapter may be amended from time to time by ordinance, but no such amending ordinance shall be enacted without a prior public hearing before the Village Council. The public hearing shall be conducted in accordance with the procedures set forth in this chapter.

B. The Council shall hold the public hearing on any proposed amendment to this chapter after the amending ordinance is introduced.

C. Notice of the time and place of the public hearing shall be given to the general public no more than thirty (30) nor less than fifteen (15) days before the public hearing, by posting a notice at the Village Hall and by publishing a notice at least once in one or more newspapers published in the Village, or, if no newspaper is published in the Village, then in one or more newspapers with a general circulation with the Village.

D. Notice of any proposed amendments shall be given to the owner of record of any property that has been designated a landmark under this chapter. Such notice shall be served upon the owner or owners of the property in person or by certified mail not more than thirty (30) nor less than fifteen (15) days before the public hearing.

(Prior code § 20.11)

Attachment D

ANALYSIS OF PROPOSED 20% HISTORIC GROSS FLOOR AREA BONUS

735 SHERIDAN ROAD

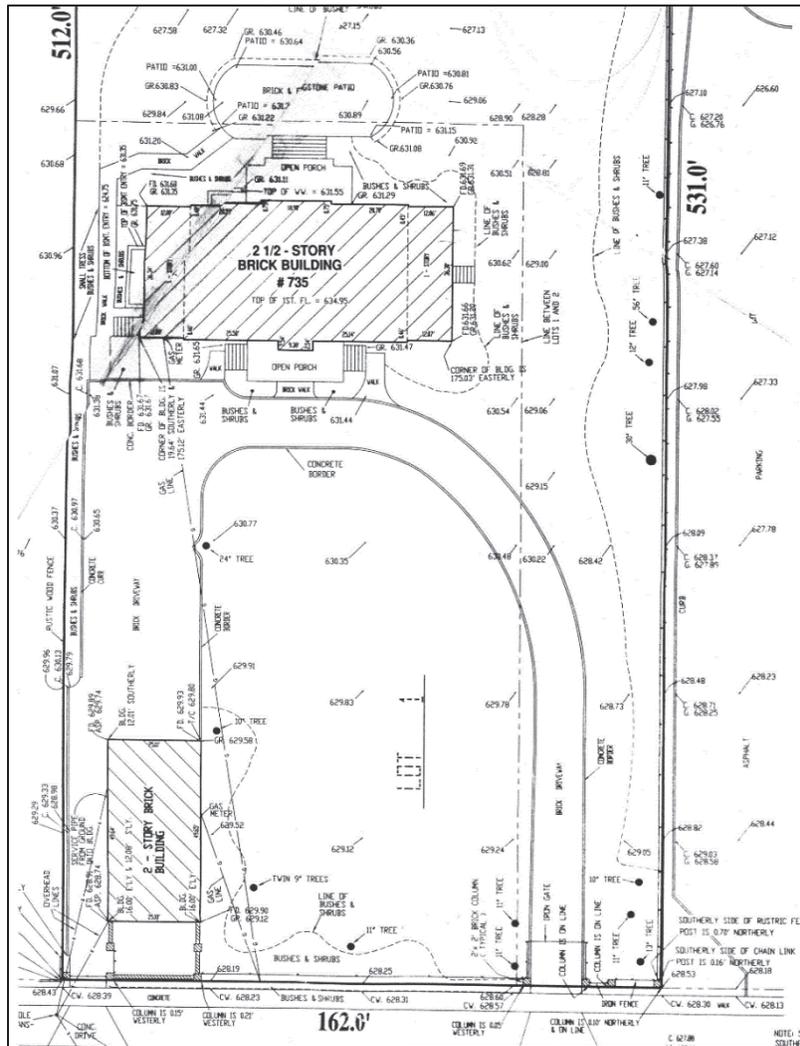
R-2 Zoning District

LPC issued 60-day demolition delay



ANALYSIS OF PROPOSED 20% HISTORIC GROSS FLOOR AREA BONUS

735 SHERIDAN ROAD



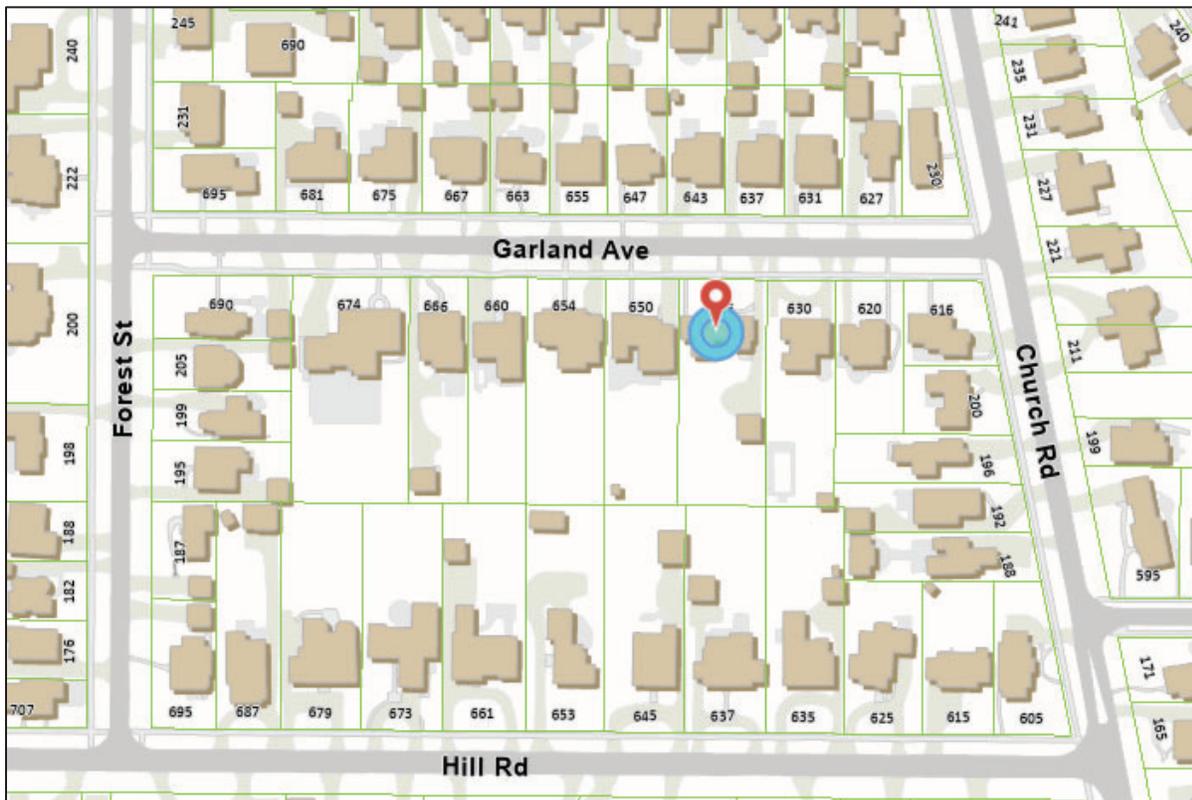
A	Lot Area	91,117 sq. ft.
B	Maximum Permitted Gross Floor Area	22,772 sq. ft.
C	Original Home GFA (prior to demo)	11,928 sq. ft. <i>(actual)</i>
D	Remaining GFA available for addition under current zoning (B minus C)	10,844 sq. ft.
E	Maximum GFA under "20% bonus concept" (B x 1.20)	27,326 sq. ft. <i>(additional +4,554 sq. ft.)</i>

ANALYSIS OF PROPOSED 20% HISTORIC GROSS FLOOR AREA BONUS

636 GARLAND AVENUE

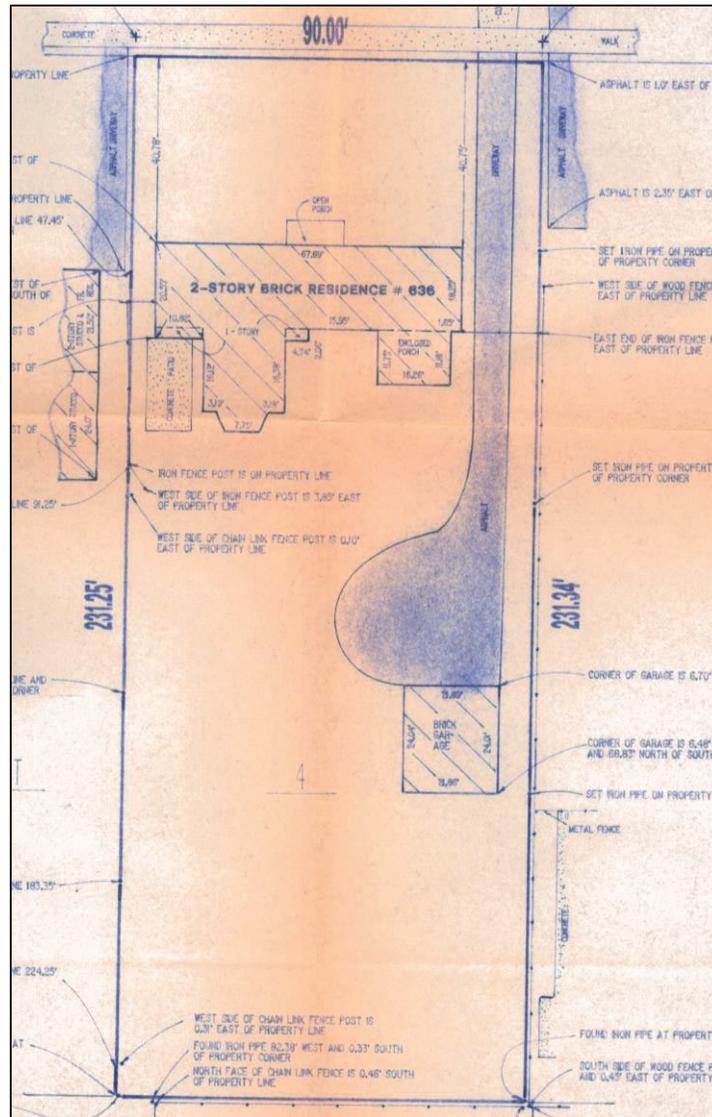
R-2 Zoning District

LPC issued 60-day demolition delay



ANALYSIS OF PROPOSED 20% HISTORIC GROSS FLOOR AREA BONUS

636 GARLAND AVENUE



A	Lot Area	20,820 sq. ft.
B	Maximum Permitted Gross Floor Area	6,481 sq. ft.
C	Original Home GFA (<i>prior to demolition</i>)	3,814 sq. ft. (<i>estimate</i>)
D	Remaining GFA available for addition under current zoning (<i>B minus C</i>)	2,667 sq. ft.
E	Maximum GFA under "20% bonus concept" (<i>B x 1.20</i>)	7,777 sq. ft. (<i>additional +1,296 sq. ft.</i>)

ANALYSIS OF PROPOSED 20% HISTORIC GROSS FLOOR AREA BONUS

1180 Oakley Avenue

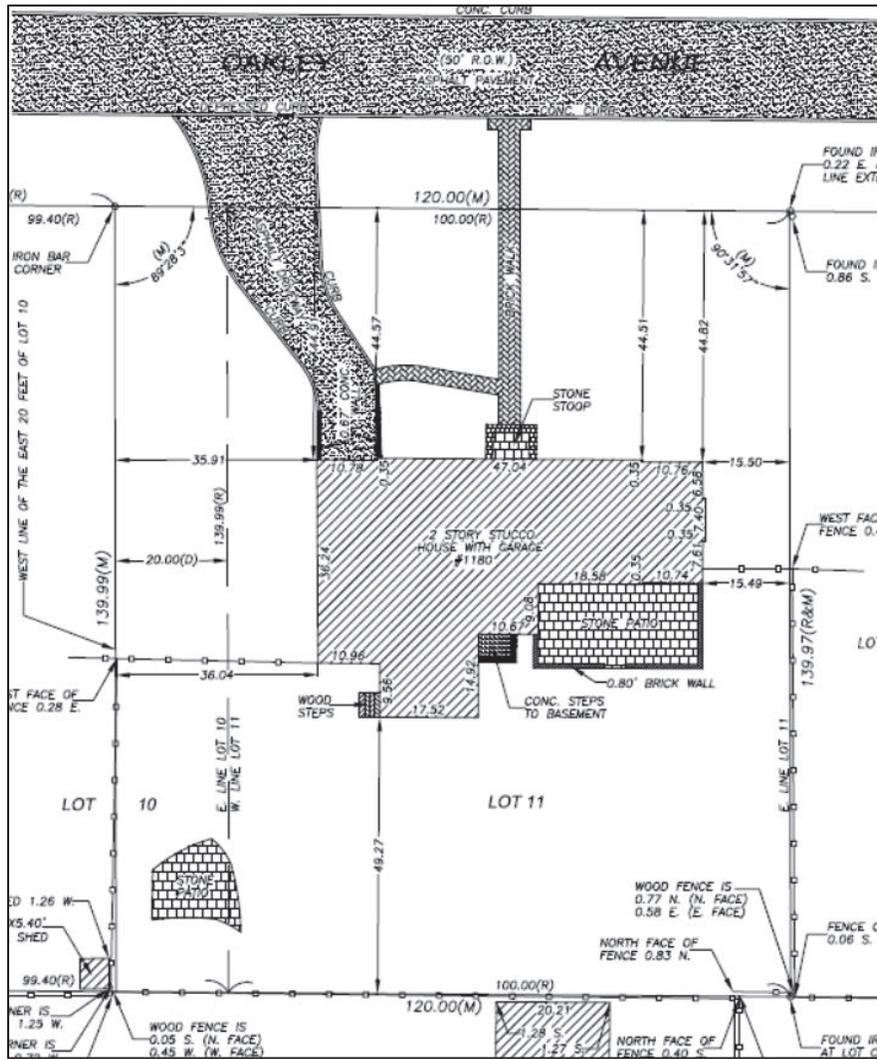
R-3 Zoning District

LPC issued 60-day demolition delay. Applicant now preserving home



ANALYSIS OF PROPOSED 20% HISTORIC GROSS FLOOR AREA BONUS

1180 OAKLEY AVENUE

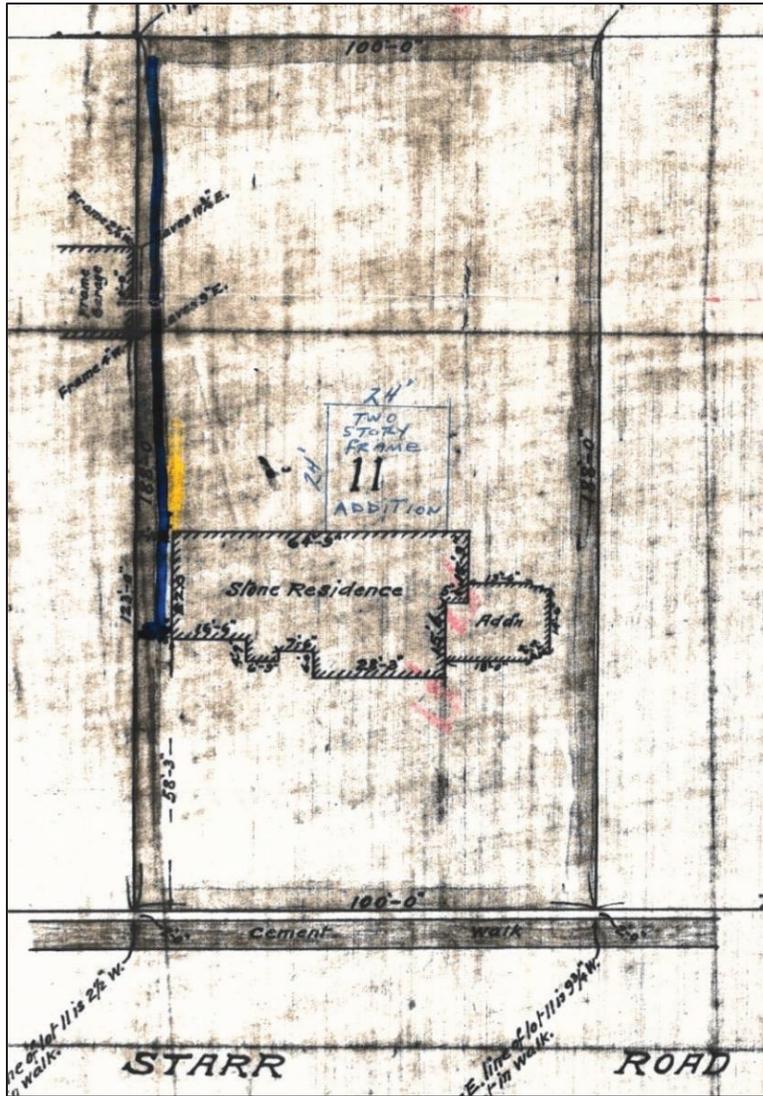


A	Lot Area	16,796 sq. ft.
B	Maximum Permitted Gross Floor Area	5,241 sq. ft.
C	Original (Existing) Home GFA	3,962 sq. ft. (actual)
D	Remaining GFA available for addition under current zoning (B minus C)	1,279 sq. ft.
E	Maximum GFA under "20% bonus concept" (B x 1.20)	6,289 sq. ft. (additional +1,048 sq. ft.)

Note: Property owner has received approval to construct a 2,311 sq. ft. addition to the existing home for a total GFA of 6,273 sq. ft., a variation of 1,032 sq. ft. or 19.7%.

ANALYSIS OF PROPOSED 20% HISTORIC GROSS FLOOR AREA BONUS

1015 STARR AVENUE



A	Lot Area	18,800 sq. ft.
B	Maximum Permitted Gross Floor Area	5,838 sq. ft.
C	Original (Existing) Home GFA	4,817 sq. ft. (estimate)
D	Remaining GFA available for addition under current zoning (B minus C)	1,021 sq. ft.
E	Maximum GFA under "20% bonus concept" (B x 1.20)	7,005 sq. ft. (additional +1,167 sq. ft.)

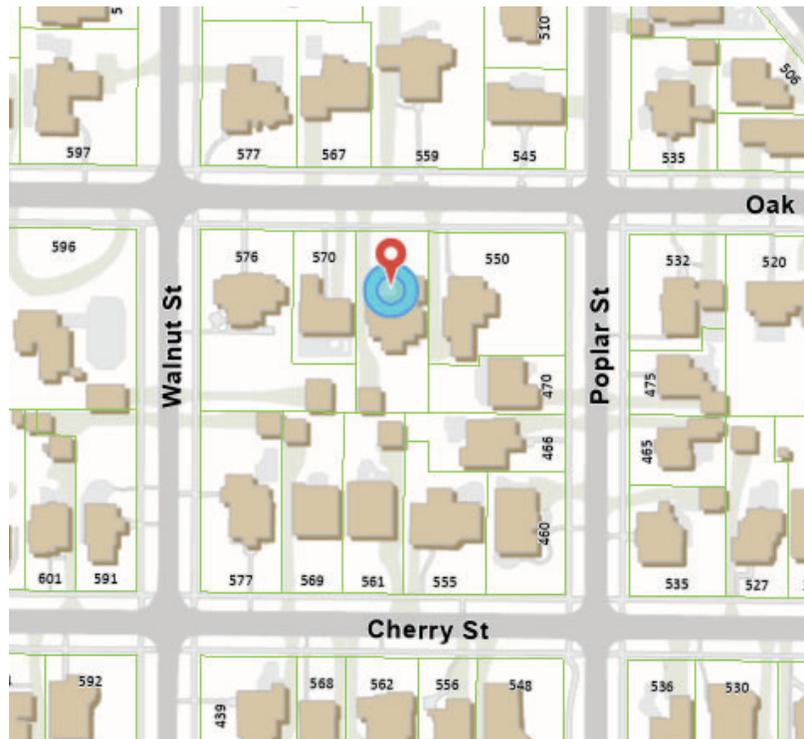
Note: House is currently going through demolition review process.

ANALYSIS OF PROPOSED 20% HISTORIC GROSS FLOOR AREA BONUS

560 OAK STREET

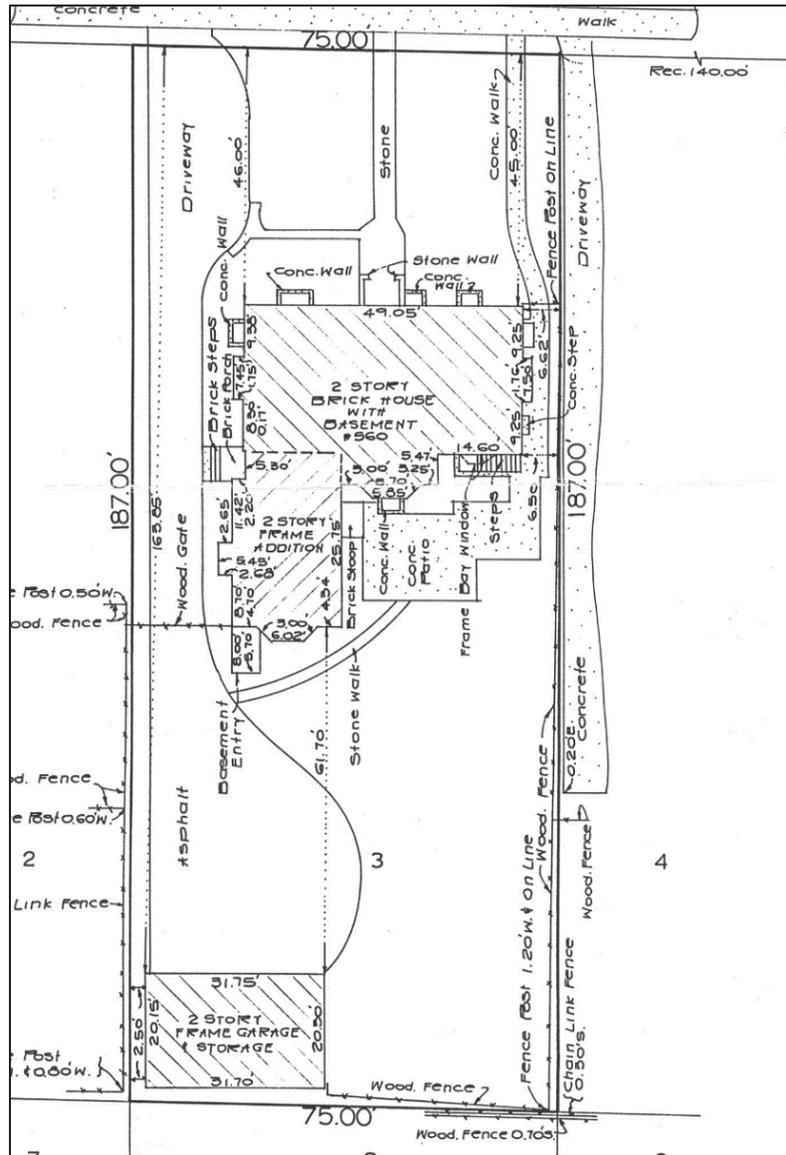
R4 Zoning District

LPC Issued 60-Day Demolition Delay



ANALYSIS OF PROPOSED 20% HISTORIC GROSS FLOOR AREA BONUS

560 OAK STREET



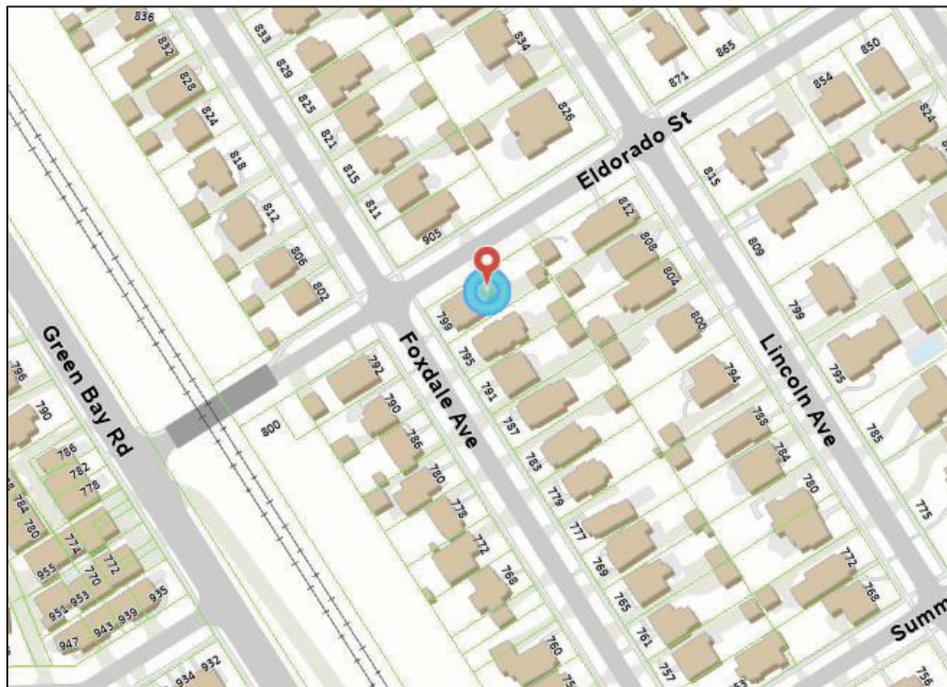
A	Lot Area	14,025 sq. ft.
B	Maximum Permitted Gross Floor Area	4,620 sq. ft.
C	Original Home GFA (prior to demolition)	4,700 sq. ft. (estimate)
D	Remaining GFA available for addition under current zoning (B minus C)	None
E	Maximum GFA under "20% bonus concept" (B x 1.20)	5,544 sq. ft. <i>(additional +924 sq. ft.)</i>

ANALYSIS OF PROPOSED 20% HISTORIC GROSS FLOOR AREA BONUS

799 FOXDALE AVENUE (900 ELDORADO STREET)

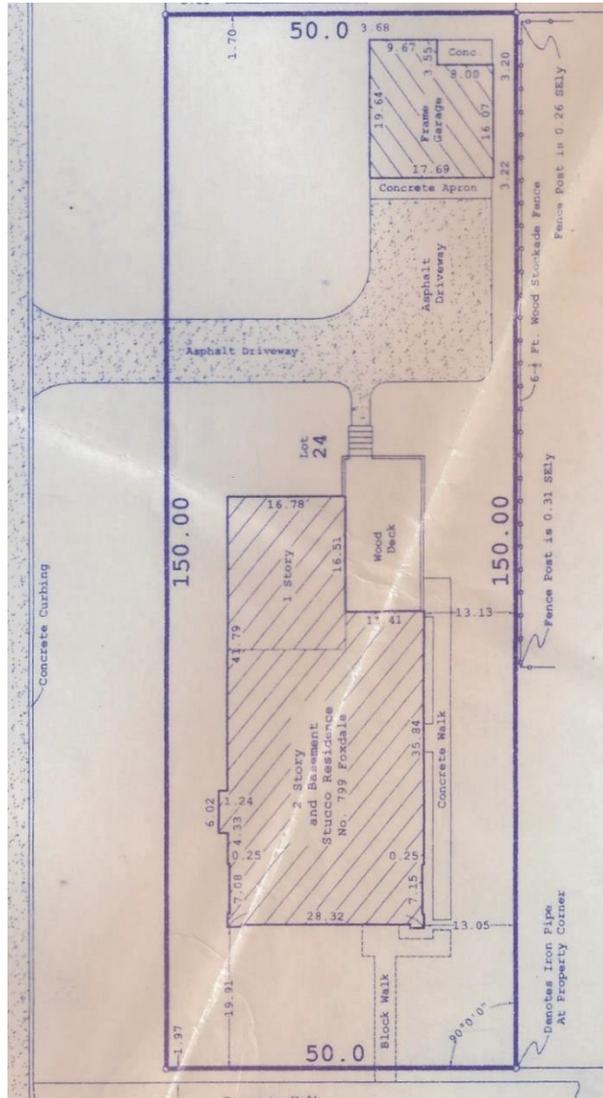
R-5 Zoning District

LPC requested HAIS, 60-day delay issued
(application subsequently withdrawn)



ANALYSIS OF PROPOSED 20% HISTORIC GROSS FLOOR AREA BONUS

799 FOXDALE AVENUE/900 ELDORADO STREET



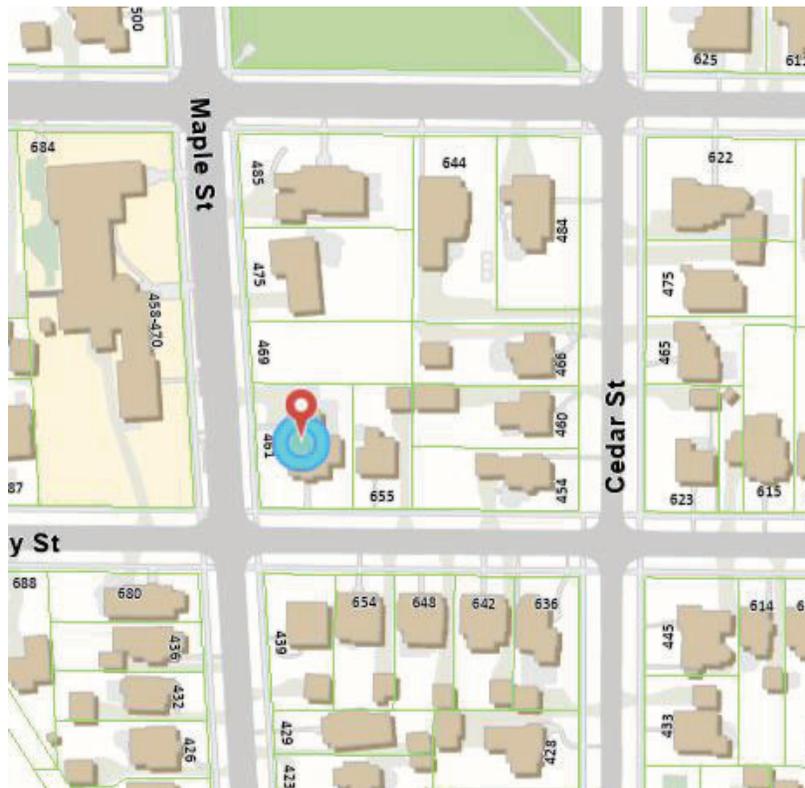
A	Lot Area	7,500 sq. ft.
B	Maximum Permitted Gross Floor Area	3,000 sq. ft.
C	Original Home GFA (<i>demolition permit withdrawn</i>)	2,863 sq. ft.
D	Remaining GFA available for addition under current zoning (<i>B minus C</i>)	137 sq. ft.
E	Maximum GFA under "20% bonus concept" (<i>B x 1.20</i>)	3,600 sq. ft. <i>(additional 600 sq. ft.)</i>

ANALYSIS OF PROPOSED 20% HISTORIC GROSS FLOOR AREA BONUS

461 MAPLE STREET

R-5 Zoning District

LPC requested HAIS but did not issue demolition delay.



ANALYSIS OF PROPOSED 20% HISTORIC GROSS FLOOR AREA BONUS

532 ORCHARD LANE (315 POPLAR STREET)

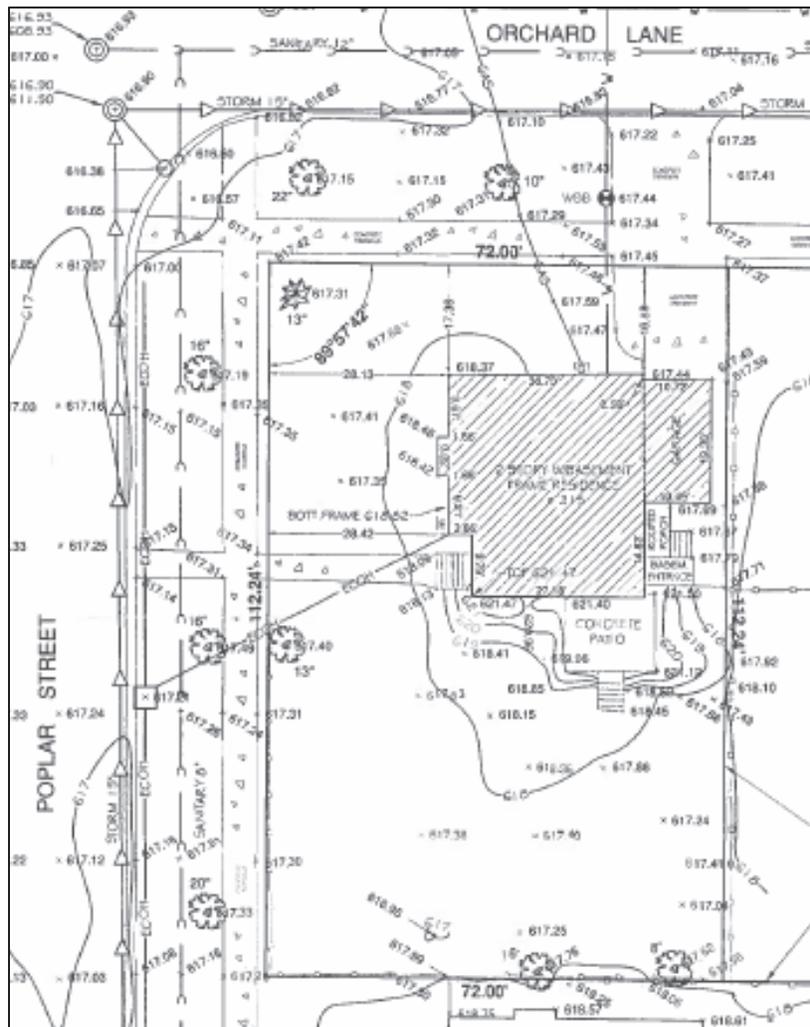
R-5 Zoning District

LPC requested HAIS but did not issue demolition delay.



ANALYSIS OF PROPOSED 20% HISTORIC GROSS FLOOR AREA BONUS

532 ORCHARD LANE / 315 POPLAR STREET



A	Lot Area	8,018 sq. ft.
B	Maximum Permitted Gross Floor Area	3,207 sq. ft.
C	Original Home GFA (<i>prior to demolition</i>)	2,119 sq. ft. (<i>estimate</i>)
D	Remaining GFA available for addition under current zoning (<i>B minus C</i>)	1,088 sq. ft.
E	Maximum GFA under "20% bonus concept" (<i>B x 1.20</i>)	3,848 sq. ft. <i>(additional 641 sq. ft.)</i>

**MINUTES
WINNETKA VILLAGE COUNCIL
VIRTUAL STUDY SESSION
January 12, 2021**

(Approved: February 2, 2021)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, January 12, 2021 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM; Manager Bahan called the roll. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Community Development Director David Schoon, Senior Planner Ann Klaassen, and approximately 21 persons in the audience.
- 2) Public Comment. None.
- 3) Demolition Delay for Historic Homes & Single Family Residential Design Guidelines: President Rintz explained that concerns about demolitions were recently raised by several Trustees, prompting him to schedule a discussion about the issue. He noted that his preference would be to wait until the Comprehensive Plan update is completed before taking any action; however, given the increase in demolition requests that involve historic or architecturally important homes, it seems prudent to discuss options at this time.

Mr. Schoon explained that he has studied neighboring communities to gain insight into how they treat preservation of architecturally significant homes. Generally, the methods used are:

- (i) Local landmark designations. These can be honorary with an advisory review status, similar to Winnetka's landmark program; or they may be certified landmarks, which have a binding review process. In Winnetka, only an owner may nominate a property for landmark status and the owner's consent is required for the process. Other communities allow a commission or other entity to nominate a structure for landmark status and do not require the owner's consent for landmark designation.
- (ii) Landmark or historic districts. Since Winnetka does not have historic districts, this option was not studied in detail.
- (iii) Demolition review process. A Certificate of Appropriateness process is used to approve changes to or demolition of a certified landmark; for designated/honorary landmarks and non-landmark buildings, an advisory review is conducted. In Winnetka, the honorary landmark and non-landmarked home demolition process includes:
 - i) application submittal; ii) Landmark Preservation Commission (LPC) conducts a preliminary review and finds that either the demolition may proceed without delay or that a Historic/Architectural Impact Study (HAIS) is required. Upon review of the HAIS, the LPC may approve demolition without delay, or issue a 60-day delay of demolition.

Mr. Schoon reviewed the delay periods of several neighboring communities for designated landmarks and non-landmark homes, with the range in delays starting at 60 days for non-landmarks to up to one year for a certified landmark. Some towns begin the delay period at

the time a demolition application is submitted; in other towns - and in Winnetka - the delay period commences once the findings of the reviewing body are made.

Next, Mr. Schoon reviewed Winnetka's single-family residential design review processes, which consist of: (i) an advisory design review if changes are sought to a designated landmark; and (ii) a binding review for proposed changes to a certified landmark; there is no design review requirement for non-landmarked homes. From 2003 - 2010, the Village formed an ad hoc committee (including then-Trustee Rintz) to study the issue of residential design guidelines with the intent of encouraging home design that is consistent with Winnetka's character. Work on the draft design handbook was halted in 2010. Mr. Schoon reviewed the residential design review processes of three neighboring communities: Lake Bluff, Lake Forest, and Park Ridge. Two of the towns have published design guidelines; all three communities rely on a special commission to review and approve new home design, and all require the review process for new homes and additions/alterations to existing homes. If the Council wishes to conduct further study on the issue of residential design guidelines, Staff recommends determining the following parameters for discussion:

- Which projects would require design review/approval
- Which Village advisory body or bodies would conduct the design review/approval
- What design standard would be required
- What part would zoning variations play in the process
- What documentation would be required by applicants
- How will the public be included in the discussion

President Rintz advised saving the discussion of historic preservation districts for a later time.

As the Trustees discussed the HAIS review process, Trustee Apatoff asked if the Village has a way to confirm claims of homeowners/developers as part of the demolition application process. Mr. Schoon explained that Winnetka does not have such a stipulation but other nearby communities do. Attorney Friedman noted that the Village Code currently gives the LPC authority to ask the Village to complete an HAIS report at the applicant's expense if it determines a submitted HAIS is insufficient; however, this only applies to historically significant homes.

President Rintz called for public comment.

Krzysztof Marzec, 1180 Oakley Avenue. Mr. Marzec advised against increasing the demolition delay period, as the application submittal process can take up to 120 days, and he opined that longer delays will negatively affect property values. He thought that Winnetka would succeed in its preservation objectives using incentives for rehabilitation vs. deterrents to demolition.

Kim Handler, Winnetka resident. Ms. Handler commented that some builders are more interested in tearing down a vintage home and rebuilding rather than doing renovations; however, there are many skilled architects who have experience in modernizing historic homes for today's contemporary living expectations. She stated her support for extending the delay period for demolitions.

Crispin Hales, Winnetka resident. Mr. Hales said the entire property should be considered in a demolition application since there could be historical features on the property as well as in the home.

Beth Ann Papoutsis, Winnetka resident. Ms. Papoutsis said during her tenure as an LPC commissioner, she has seen many beautiful older homes demolished and added that she views architecturally significant homes as an important aspect of the Winnetka community's character. She made several recommendations for incentivizing renovation over demolition to save more vintage homes, and expressed support for increasing the demolition delay for historic and architecturally significant homes.

Chris Enck, Winnetka resident. Mr. Enck said as an LPC commissioner he has seen too many demolitions of vintage homes and he urged the Council to explore incentives for renovations and possible deterrents to unnecessary demolitions.

Vickie Apatoff, 730 Ardsley Road. Ms. Apatoff noted that vintage homes add character to a community, help make it a destination for visitors and architecture buffs, and provide a sense of history. She urged the Council to put processes in place to deter developers that use Winnetka as a means of making quick cash.

Mr. Hales agreed with Ms. Apatoff's comments and also voiced concern about large trees being taken down during demolitions.

Ms. Kazenas read the following email comments from: (i) Jim and Cathy Nowacki expressing support for a broad spectrum of measures to protect architecturally and historically significant homes in Winnetka; and (ii) Lisa and Cary Cochrane expressing support for the LPC's efforts to restrict teardowns by encouraging renovation, to maintain the charm and value of Winnetka's real estate.

Trustee Dearborn said he admired the passion surrounding the preservation issue and he noted that only a small subset of Winnetka homes are affected by preservation concerns. He estimated that 80% of demolition applications are granted without delays. He agreed that incentives are a good strategy to encourage renovation, and he expressed support for extending the demolition delay for the time being until the Comprehensive Plan Update Project is completed. He noted that the Council has the discretion to affect property rights when dealing with zoning and infrastructure issues that affect the wider community, and that preservation is an important community issue as well.

Trustee Lanphier said providing context is important when discussing preservation with the public and that property rights must be framed in the wider context of land use/zoning and the quality of the entire community. She noted that maintaining the quality of Winnetka's residential stock is important to the home values of all residents. She suggested finding more incentives to encourage the retention of older homes and zeroing in on the purpose of maintaining the diversity of Winnetka's housing stock.

Trustee Apatoff said Winnetka is a premier community in Illinois and he commended Mr. Marzek for opting to renovate his vintage Winnetka home instead of demolishing it. He expressed support for studying measures to help preserve vintage homes.

Trustee Cripe expressed sympathy with the idea of home preservation, but he did not think a simple demolition delay accomplishes that objective. He suggested exploring the concept of "renovation zoning," and proposed giving an automatic 20% Floor Area Ratio bonus to

homeowners of significant homes who drop their demolition plans in favor of renovating and preserving. He said builders are very honest about why they tear down homes: older homes have large rooms that do not get used in today's modern living situations, and new homes can be constructed with elements that today's homebuyers desire. In tandem with methods to encourage preservation, the Village needs to be very firm on maintaining zoning provisions for new construction. He said property rights concerns are relevant and need to be kept in mind when dealing with preservation, since many residents feel very strongly on the issue. Lastly, he said other creative zoning methods could and should be explored.

Trustee Swierk expressed concern about extending nominations for landmark status to non-homeowners; said the market wants higher end new homes or very well renovated older homes; and suggested creating a list of significant homes in Winnetka, with the homeowners permission. He was not interested in programs in other communities, as Winnetka is unique and should think for itself, and he urged caution when dealing with property rights.

Trustee Coladarci said there is only one Certified Landmark in Winnetka, and only 30 locally designated honorary landmark homes. The LPC Commissioners are very savvy about the value of homes that come before the LPC for demolition consideration, and they have a depth of knowledge on the historic and neighborhood impacts of demolitions. He said he supports extending the demolition delay, which would only affect historic or architecturally significant homes and would give the Village time to develop strategies to preserve very important properties. He expressed support for a renovation zoning program to encourage renovation of significant homes and disincentivizing developers from demolishing them.

President Rintz said it is important not to vilify or classify those in the community who have a different aesthetic for their homes, and he noted that the people most impacted by long demolition delays are sellers and individual home purchasers who discover that their demolition plans are opposed by the neighbors.

The Council discussed the pros and cons of an extended demolition delay to buy extra time to negotiate with homeowners who desire to demolish a significant vintage home. Trustee Swierk called for more input from the sellers to help facilitate the Council's policy consideration and for developing a registry of architecturally and/or historically significant homes in Winnetka.

For the interim, Trustee Cripe proposed a 90-day supplemental zoning relief period for houses that are deemed significant by the HAIS. Such homes should automatically be eligible for a 20% FAR bonus; and the 90-day period may be used to negotiate with the LPC on any additional zoning relief that might entice the homeowner to preserve the home.

Trustee Dearborn said he favored extending the demolition delay period to one year immediately, as well as continuing to work on incentives to make preservation a more attractive option to homeowners and developers. Trustee Apatoff agreed that a substantial delay is needed to give the LPC a credible tool to save vintage homes.

Trustee Lanphier proposed asking the LPC to study renovation incentives and make recommendations to the Council and for discussion during the Comprehensive Plan update project. Trustee Coladarci reiterated that very few homes would be affected by an extended demolition delay; and he agreed that input from the LPC on incentives is a necessary step in

developing renovation incentives. He said the design review issue should be taken up as part of the Comprehensive Plan update.

Trustee Swierk asked if a public hearing would be needed before extending the demolition delay. Attorney Friedman explained if a simple Code amendment is made, a public hearing would not be necessary; however, if a change to the Preservation Ordinance is made, a public hearing would be held.

The time period for a typical demolition application was discussed, and Mr. Schoon explained that an application could be scheduled for an LPC meeting as quickly as 30 days from application submittal, with an HAIS taking up to 90 days, and an issuance of a delay order taking the process to 150 days.

Trustee Cripe said his proposal would be an interim step to get through the pandemic and until public meetings can be held on a very important property rights issue. He added that although an extended delay only affects a small number of homes, it is not a small issue to those individual homeowners; and he cautioned against taking such a significant step in a virtual meeting where public participation is very limited. He suggested giving immediate FAR relief for homes that are deemed significant and triggering an additional 90-day supplemental delay to provide additional time for the LPC to engage with the homeowner on preserving the home.

President Rintz said any interim actions taken by the Council should have a definitive sunset provision in the empowering ordinance and he suggested one year from the completion of the Comprehensive Plan update project. Next, he called for any additional public comment.

Mr. Marzec agreed with Trustee Cripe's proposal on the FAR bonus, but not the additional 90-day delay, as he thought homeowners trying to sell their vintage homes will be adversely affected by additional delays.

Ms. Papoutsis opined that developers will be deterred by additional demolition delays and she urged the Council to take action as soon as possible to save historic and architecturally significant homes from demolition. She suggested renovation incentives such as reduced permit fees and accelerated permit review process along with an increased demolition delay to help save these homes.

Paul Weaver, Winnetka resident. Mr. Weaver said his experience as an LPC commissioner has shown that developers will tear down a home for their own financial gain regardless of the impact on the community. He felt that more barriers to tearing down significant homes need to be considered in Winnetka.

President Rintz polled the Council on its thoughts on an additional demolition delay coupled with a FAR bonus and further study of renovation incentives. Most Trustees, with the exception of Trustees Cripe and Swierk, were in favor of a one-year demolition delay from the time of demolition application submission for a home that is deemed significant, along with renovation incentives to encourage preservation. Trustee Cripe was supportive of a nine month instead of a one-year delay period, and Trustee Swierk did not support any delay extension.

President Rintz explained that a nine-month delay period provides the LPC with an additional four months to negotiate with a homeowner on the preservation of a significant

home. He expressed concern that a one-year delay will send a negative message to the community and he cautioned against it.

There was further discussion about the delay period; Mr. Schoon asked if homeowners who consider preserving a home that is not significant will also qualify for the FAR bonus. Trustee Cripe suggested that such homes go through a process with the LPC to determine if their home has significance to be eligible for a renovation bonus.

Trustees Lanphier, Cripe, Coladarci, and Apatoff agreed to extend the demolition delay period to nine months and to provide a FAR bonus to significant homes being preserved, with the LPC considering a bonus for other preservation requests on a case-by-case basis. The provisions would sunset one year after the Comprehensive Plan update project is completed.

- 4) Adjournment. Trustee Coladarci, seconded by Trustee Apatoff, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None. The meeting adjourned at 10:18 PM.

Recording Secretary